



**OSHKOSH COMMON COUNCIL AGENDA
COUNCIL CHAMBERS, CITY HALL
OSHKOSH, WISCONSIN
September 24, 2024**

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. CALL TO ORDER** (6:00 p.m.)
- B. ROLL CALL**
- C. INVOCATION - VOTING FIRST:** Council Member Larson
[Invocation #2](#)
- D. PLEDGE OF ALLEGIANCE** - Lourdes Academy High School
- E. INTRODUCTION OF STAFF**
Sara Rutkowski, Assistant Community Development Director
- F. PROCLAMATION**
[Altrusa Club of Oshkosh - 75th Anniversary](#)
- G. 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.
- H. 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.)
 - 1.** Report of Bills
 - 2.** Receipt & Filing of Minutes - Common Council Meeting, 07.09.24 & 09.10.24

3. Receipt & Filing of Minutes - Museum Arts and Culture Board, 07.10.2024 & 08.14.2024
4. Receipt & Filing of Claim Filed with the City's Insurance Company - John Parker
5. Res 24-507 Approve Specific Implementation Plan for Phase II of a Commercial Development West of and Adjacent to 1710 Oshkosh Avenue (Plan Commission Recommends Approval)
6. Res 24-508 Approve Renewal of Employee Health and Dental Insurance for 2025
7. Res 24-509 Authorize 2025 Grant Application -- Wisconsin Department of Natural Resources Urban Forestry Grant
8. Res 24-510 Approve Change Order No. 1 (Final) for Public Works Contract No. 22-12 New Parks Facility / SMA Construction Services, LLC (+\$27,534.55)
9. Res 24-511 Approve Extension of Approved Pilot Study, Waiver of Purchasing Requirements, and Purchase of Phosphorus Reduction Rare Earth Mineral Chemical Compound from Martelle Water Treatment, Inc. (estimated \$255,000)
10. Res 24-512 Approve Special Event - Sons of the American Legion Squadron 70 to Utilize City Streets for the Tribute to Vietnam Veterans, October 9, 2024
11. Res 24-513 Approve Special Event - Oshkosh West High School to Utilize City Streets for the Oshkosh West Homecoming Parade, October 11, 2024
12. Res 24-514 Approve Special Event - Wisconsin Herd to Utilize City Streets & Riverwalk for the Run with the Herd 5k & 1k, October 20, 2024
13. Res 24-515 Approve Special Event - Josie's Gift to Utilize Menominee Park to Host Their Kids Fishing Day, July 19, 2025
14. Res 24-516 Approve Special Event - Oshkosh Noon Kiwanis to Utilize City Streets and South Park for the Children's Day Parade, August 2, 2025
15. Res 24-517 Approve Agent Change - Cast Iron Cocktail Company / Terry's

I. ITEMS REMOVED FROM CONSENT AGENDA

J. RECONSIDERED ORDINANCE

16. Ord 24-518 Approve Zone Change from Institutional District (I) and Single Family Residential-9 District (SR-9) to Institutional District with a Planned Development Overlay (I-PD) at 108 West New York Avenue and Property Located at Southeast Corner of West Custer Avenue and Kentucky Street (Parcel 1500740100) (Plan Commission Recommends Approval) (Stephenson)

K. PENDING ORDINANCE

17. Ord 24-519 Amend Section 27A-8 of the Municipal Code Pertaining to Through Street Designation (Scott Avenue) (Transportation Committee Recommends Approval)

L. 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.)*

18. *Ord 24-520 Amend Sections 27A-8 and 27A-10 of the Municipal Code to Designate W. 12th Avenue as a Through Street at the Intersection of W. 12th Avenue and Minnesota Street (Transportation Committee Recommends Approval)
19. *Ord 24-521 Amend Section 27A-11 of the Municipal Code to Remove a Bus Loading Zone on Hazel Street and a Handicap Parking Area on Melvin Avenue Due to Relocation of the School Facilities in and Around the New Menominee Elementary School Site (Transportation Committee Recommends Approval)
20. *Ord 24-522 Amend Section 27A-11 of the Municipal Code to Change No Parking Restriction on Algoma Blvd in Front of University of Wisconsin Oshkosh Albee Hall from No Parking to 60- Minute Parking (Transportation Committee Recommends Approval)
21. *Ord 24-523 Amend Section 27A-11 of the Municipal Code Update Parking Regulations on Nebraska Street and 10th Avenue Adjacent to Grace Lutheran Church and School (Transportation Committee Recommends Approval)
22. *Ord 24-524 Adopt Parking Lot Maps and Associated Regulations within Appendix 27B of the Municipal Code for the Rec Department, Grand South and 200 West Parking Lots (Transportation Committee Recommends Approval)
23. *Ord 24-525 Approve Zone Change from Neighborhood Mixed Use District (NMU) to Neighborhood Mixed Use District with a Planned Development Overlay (NMU-PD) at 1700 Oregon Street (Plan Commission Recommends Approval)

M. NEW RESOLUTIONS

24. Res 24-526 Approve General Development Plan and Specific Implementation Plan for Athletics Facility at 108 West New York Avenue and Property Located at the Southeast Corner of West Custer Avenue and Kentucky Street (Parcel 1500740100)
25. Res 24-527 Adopt 2024 City of Oshkosh Comprehensive Outdoor Recreation Plan (Plan Commission and Advisory Park Board Recommend Approval)
26. Res 24-528 Approve Budget Amendment and Appropriate ARPA Funds for Specific 2024 Infrastructure Projects
27. Res 24-529 Approve Issuance of Combination "Class B" Beer/Liquor License (Begonias)
28. Res 24-530 Approve General Development Plan and Specific Implementation Plan for a Mixed Use Development on the East Side of the 600 Block of North Main Street and the West Side of the 600 Block of Jefferson Street: Parcels 0402300000, 0402260000, 0402240000, 0402230000, 0402370000, 0402360000, 0402340000, 0402330000, 0402320000, 0402310000, 0402280000, 0402250000 (Plan Commission Recommends Approval)
29. Res 24-531 Approve TID No. 29 TIF Development Agreement and Lease Agreement with Boat Works LLC

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

30. **Discussion and Direction to City Manager**

31. **Future Agenda Items and Workshops**

A. Workshop on Undergrounding Utilities, October 22nd, 5:00 p.m.

B. Presentation from Greater Oshkosh Economic Development Corporation (GO-EDC), October 22nd, in meeting

O. **COUNCIL MEMBER ANNOUNCEMENTS & STATEMENTS**

32. City Manager Recruitment Update (Mugerauer)

P. **CITY MANAGER ANNOUNCEMENTS & STATEMENTS**

33. Joint Meeting with Transportation Committee Regarding Electric Vehicle Charging Readiness Plan, October 10, 2024, 4:00 p.m.

34. Outstanding Issues

Q. **ADJOURN**



TO: Honorable Mayor and Members of the Common Council
FROM: Julie Calmes, Director of Finance
DATE: September 24, 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 \$22,180,579.94.

Bills paid September 6 and September 13, 2024	\$5,440,863.80
Payroll paid September 13, 2024	\$1,180,293.81
Regular cycle payables paid throughout the month of August	\$14,783,474.17
Regular UMR payables paid throughout the month of August	\$775,948.16

Attachments

09132024 Checkrun
August 2024 Vendors

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
11561	09/13/2024	ADVANTAGE POLICE SUPPLY INC	1,765.00
11562	09/13/2024	AIRGAS USA LLC	3,548.96
11563	09/13/2024	BADGER LAB & ENGINEERING CO INC	1,987.50
11564	09/13/2024	BROOKS TRACTOR INC	875.00
11565	09/13/2024	CAREW CONCRETE & SUPPLY CO INC	620.63
11566	09/13/2024	CARRICO AQUATIC RESOURCES INC	638.16
11567	09/13/2024	CENTRAL TEMP EQUIPMENT SERVICE	177.50
11568	09/13/2024	CENTURYLINK	36.56
11569	09/13/2024	CHEMTRADE CHEMICALS US LLC	4,230.59
11570	09/13/2024	CINTAS CORPORATION NO 2	614.66
11572	09/13/2024	CONVERGENT CLAIMS SERVICES, LLC	411.17
11573	09/13/2024	CORE AND MAIN LP	2,596.00
11574	09/13/2024	DFI SOLUTIONS IN PRINT INC	3,290.48
11575	09/13/2024	DIXON ENGINEERING INC	1,050.00
11576	09/13/2024	EWALDS HARTFORD FORD LLC	81,236.00
11577	09/13/2024	FERGUSON WATERWORKS #1476	322.54
11578	09/13/2024	HOLIDAY WHOLESALE	1,324.85
11579	09/13/2024	JIM FISCHER INC	157,408.58
11580	09/13/2024	JUSTIFACTS CVS INC	232.20
11581	09/13/2024	K AND C PEST CONTROL LLC	200.00
11582	09/13/2024	KWIK TRIP INC	2,001.32
11583	09/13/2024	LAKE AND POND SOLUTIONS LLC	225.00
11584	09/13/2024	LINCOLN CONTRACTORS SUPPLY INC	103.55
11585	09/13/2024	MACQUEEN EQUIPMENT GROUP	1,499.82
11586	09/13/2024	MCC INC	46,607.48
11587	09/13/2024	MONROE TRUCK EQUIPMENT	797.77
11588	09/13/2024	NORTHEAST ASPHALT INC	704.00
11589	09/13/2024	NORTHERN LAKE SERVICE INC	768.30
11590	09/13/2024	OSHKOSH CITY CAB CO INC	107,814.00
11591	09/13/2024	OSHKOSH CONVENTION AND VISITORS BUREAU INC	50.00
11592	09/13/2024	POLYDYNE INC	32,340.00
11593	09/13/2024	POMP'S TIRE SERVICES INC	8,817.13
11594	09/13/2024	QUALITY TRUCK CARE CENTER INC	23.75
11595	09/13/2024	RJN GROUP INC	6,135.00
11596	09/13/2024	NES ECOLOGICAL SERVICES	10,837.44
11597	09/13/2024	MCCLONE	47,359.58
11598	09/13/2024	VALLEY VNA HEALTH SYSTEMS INC	1,187.50
11599	09/13/2024	WESTWOOD PROFESSIONAL SERVICES INC	1,047.55
11600	09/13/2024	WI PUBLIC SERVICE CORP	89,458.19
11601	09/13/2024	WILLIS TOWERS WATSON MIDWEST INC	70,161.20
11602	09/13/2024	WINNEBAGO COUNTY TREASURER	503.45
5002752	09/13/2024	CLASSIC STITCHES	516.00
5002753	09/13/2024	1 N MAIN LLC	60.00
5002754	09/13/2024	44 NORTH ADVERTISING AND DESIGN	1,500.00
5002755	09/13/2024	ALL BRANDS VAN VREEDE SERV INC	99.95
5002756	09/13/2024	ASSURANCE TITLE SERVICES INC	172.32

5002757	09/13/2024 AT & T	421.93
5002758	09/13/2024 BERGSTROM FORD OF OSHKOSH	7,261.90
5002759	09/13/2024 CARL BOWERS AND SONS CONSTRUCTION COMPANY INC	69,545.00
5002760	09/13/2024 BRITTNEY MEYER	24.12
5002761	09/13/2024 CRAIG A RAMTHUN	61.64
5002762	09/13/2024 DENTAL ASSOCIATES	3,582.00
5002763	09/13/2024 DONOHUE & ASSOCIATES INC	12,624.98
5002764	09/13/2024 ENFORCEMENT TECHNOLOGY GROUP INC	3,000.00
5002765	09/13/2024 ENGBERG ANDERSON INC	11,487.82
5002766	09/13/2024 MARISSA ENGELMAN	100.98
5002767	09/13/2024 ENRIQUE ORTEGA	85.76
5002768	09/13/2024 FOX VALLEY LAND SURVEYING LLC	1,800.00
5002769	09/13/2024 GALLERY HOMES REAL ESTATE AND RENTALS LLC	25,000.00
5002770	09/13/2024 GALLS LLC	328.50
5002771	09/13/2024 GARTMAN MECHANICAL SERVICES	588.80
5002772	09/13/2024 GOVERNMENT FINANCE OFFICERS ASSN	470.00
5002773	09/13/2024 GUARANTY TITLE SERVICES INC	166.61
5002774	09/13/2024 HANSON DESIGN GROUP LLC	8,000.00
5002775	09/13/2024 HENRY SCHEIN INC	864.13
5002776	09/13/2024 OLIVIA HERSCHLEB	7.94
5002777	09/13/2024 ITPIPES OPCO LLC	1,500.00
5002778	09/13/2024 JACKS MAINTENANCE SERVICE INC	360.00
5002779	09/13/2024 JACOB DEDERING	104.52
5002780	09/13/2024 JASON ELLIS	32.83
5002781	09/13/2024 A KALMERTON WELDING SUPPLIES LLC	241.93
5002782	09/13/2024 KANE COMMUNICATIONS GROUP	60,633.04
5002783	09/13/2024 KLINK EQUIPMENT	50.90
5002784	09/13/2024 KNOLL INVESTMENTS LLC	17.52
5002785	09/13/2024 KODI PARKER	61.64
5002786	09/13/2024 LANGE ENTERPRISES	268.32
5002787	09/13/2024 LANSWEEPER INC	2,000.00
5002788	09/13/2024 LAURIE LAATSCH	214.40
5002789	09/13/2024 LEIGH SCHUH	190.28
5002790	09/13/2024 RELX INC	300.00
5002791	09/13/2024 MARIA FLETCHER	44.89
5002792	09/13/2024 MARK FORSS	995.00
5002793	09/13/2024 MARSH HAVEN NATURE CENTER INC	200.00
5002794	09/13/2024 MCGLINN CONTRACTING LLC	11,500.00
5002795	09/13/2024 NICOLET LUMBER COMPANY	47.08
5002796	09/13/2024 NORTHERN TELEPHONE & DATA CORP	195.50
5002797	09/13/2024 JNL Investments LLC	908.95
5002798	09/13/2024 OPERATION DREAM NORTH INC	6,650.00
5002799	09/13/2024 GRETCHEN HERRMANN	1,658.33
5002800	09/13/2024 REGISTRATION FEE TRUST	339.00
5002801	09/13/2024 RESTORATION SYSTEMS INC	95,900.60
5002802	09/13/2024 RIESTERER & SCHNELL INC	4,868.11
5002803	09/13/2024 ROHDE BROTHERS INC	556,709.03

5002804	09/13/2024 RYAN BUSCHING	67.00
5002805	09/13/2024 SALZER SIDING INC	49,800.00
5002806	09/13/2024 SCHMITT TITLE LLC	83.87
5002807	09/13/2024 SECURITY FENCE & SUPPLY CO	5,725.00
5002808	09/13/2024 DERIK SIEDSCHLAG	67.93
5002809	09/13/2024 SMA CONSTRUCTION SERVICES LLC	336,712.40
5002810	09/13/2024 STAR PROPERTIES OF OSHKOSH LLC	90.67
5002811	09/13/2024 T MOBILE	135.85
5002812	09/13/2024 ANN YORK	1,400.00
5002813	09/13/2024 THE TITLE EXCHANGE	21.89
5002814	09/13/2024 TITAN PROPERTY MANAGEMENT LLC	174.90
5002815	09/13/2024 TOTAL SECURITY AND SAFETY INC	5,250.00
5002816	09/13/2024 TRILLIUM SOLUTIONS INC	6,300.00
5002817	09/13/2024 TRUGREEN PROCESSING CENTER	2,529.73
5002818	09/13/2024 TUNDRA STONE PRECAST LLC	619.60
5002819	09/13/2024 UNITED DATA TECH LLC	547.17
5002820	09/13/2024 WI STATE LABORATORY OF HYGIENE	29.00
5002821	09/13/2024 UNITED PARCEL SERVICE	52.16
5002822	09/13/2024 US BANK TRUST	1,000.00
5002823	09/13/2024 VERIZON WIRELESS	14,512.26
5002824	09/13/2024 WANTMAN GROUP INC	3,150.00
5002825	09/13/2024 BRITTANY ATTEBERRY	540.00
5002826	09/13/2024 WI DEPT OF NATURAL RESOURCES	45.00
5002827	09/13/2024 WINNEBAGO COUNTY TREASURER	5.00
		<u>2,013,630.09</u>

CHECK NUMBER	CHECK DATE	VENDOR NUMBER	VENDOR NAME	AMOUNT
10916	08/01/2024	13835	ASSOCIATED BANK MERCHANT SERVICES	690.50
11016	08/01/2024	23976	BANKCARD USA	462.30
11030	08/01/2024	22837	DELTA DENTAL OF WISCONSIN INC	4,736.14
11069	08/07/2024	22837	DELTA DENTAL OF WISCONSIN INC	10,196.43
11075	08/14/2024	22837	DELTA DENTAL OF WISCONSIN INC	11,824.20
11098	08/21/2024	22837	DELTA DENTAL OF WISCONSIN INC	6,622.55
11197	08/28/2024	22837	DELTA DENTAL OF WISCONSIN INC	12,136.62
11216	08/15/2024	249	FOX VALLEY TECH COLLEGE	842,414.53
11245	08/11/2024	13604	BANK ONE	172,756.06
11293	08/02/2024	341	MISSION SQUARE	86,646.44
11304	08/16/2024	341	MISSION SQUARE	68,166.44
11305	08/01/2024	538	CITY OF OSHKOSH	337.31
11306	08/15/2024	534	OSHKOSH NORTH HIGH SCHOOL	10,355,174.61
11307	08/01/2024	27478	SOFTERWARE INC	12.64
11308	08/05/2024	19938	TASC	22,502.38
11309	08/06/2024	19938	TASC	71.98
11311	08/16/2024	19938	TASC	22,427.38
11312	08/22/2024	19938	TASC	125.00
11313	08/27/2024	19938	TASC	735.00
11314	08/01/2024	27018	UMR	140,998.01
11315	08/02/2024	25209	US TREASURY	427,852.96
11316	08/16/2024	25209	US TREASURY	388,023.70
11317	08/30/2024	25209	US TREASURY	404,959.12
11318	08/13/2024	1217	WI DEPT OF REVENUE	74,987.90
11319	08/16/2024	1217	WI DEPT OF REVENUE	10,254.74
11320	08/15/2024	794	WINNEBAGO COUNTY TREASURER	1,008,266.23
11321	08/28/2024	1217	WI DEPT OF REVENUE	82,180.55
11322	08/31/2024	805	WI DEPT OF TRANSPORTATION	549.00
11338	08/27/2024	812	WI RETIREMENT SYSTEM	627,176.37
11367	08/08/2024	19938	TASC	187.08
				14,783,474.17

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	AMOUNT
108431	05/20/2024	WIRE	27018	UMR	21.72
10909	07/22/2024	WIRE	27018	UMR	181.07
10910	07/22/2024	WIRE	27018	UMR	40.00
10911	07/22/2024	WIRE	27018	UMR	99.63
10912	07/22/2024	WIRE	27018	UMR	35,791.85
10913	07/22/2024	WIRE	27018	UMR	601.40
10915	07/29/2024	WIRE	27018	UMR	160.00
10917	07/29/2024	WIRE	27018	UMR	322.76
10918	07/29/2024	WIRE	27018	UMR	279.22
10919	07/29/2024	WIRE	27018	UMR	256.84
10920	07/29/2024	WIRE	27018	UMR	1,295.10
72924	07/29/2024	WIRE	27018	UMR	108,738.67
729241	07/29/2024	WIRE	27018	UMR	9,202.91
10921	08/05/2024	WIRE	27018	UMR	3.00
10922	08/05/2024	WIRE	27018	UMR	52.30
80524	08/05/2024	WIRE	27018	UMR	131,290.22
109231	08/05/2024	WIRE	27018	UMR	100.00
805241	08/05/2024	WIRE	27018	UMR	1,882.22
81224	08/12/2024	WIRE	27018	UMR	119,092.52
109241	08/12/2024	WIRE	27018	UMR	95,554.24
109251	08/12/2024	WIRE	27018	UMR	130.00
109261	08/12/2024	WIRE	27018	UMR	491.20
109271	08/12/2024	WIRE	27018	UMR	324.76
812241	08/12/2024	WIRE	27018	UMR	3,369.75
81924	08/19/2024	WIRE	27018	UMR	91,825.31
109281	08/19/2024	WIRE	27018	UMR	93,760.03
819241	08/19/2024	WIRE	27018	UMR	2,222.79
82624	08/26/2024	WIRE	27018	UMR	76,596.06
109351	08/26/2024	WIRE	27018	UMR	513.71
826241	08/26/2024	WIRE	27018	UMR	1,748.88
				Total	<u>775,948.16</u>



SUBJECT: Receipt & Filing of Minutes - Common Council Meeting, 07.09.24 & 09.10.24

DATE: September 24, 2024

Attachments

draft minutes 07.09.24

draft minutes 09.10.24

DRAFT

CITY COUNCIL MINUTES/PROCEEDINGS

7/9/24

CALL TO ORDER - 6:01 p.m.

ROLL CALL

Present: Matt Mugerauer, Mayor; Kris Larson; Joe Stephenson; Karl Buelow, Deputy Mayor; Paul Esslinger; DJ Nichols

Absent: Jacob Floam

Staff: Mark Rohloff, City Manager; Lynn Lorensen, City Attorney; Diane Bartlett, City Clerk; Julie Calmes, Finance Director

INVOCATION - VOTING FIRST: Council Member Esslinger

PLEDGE OF ALLEGIANCE

INTRODUCTION OF STAFF

Cheryl Sell, Water Distribution Manager

Anna Cannizzo, Museum Director

PUBLIC HEARING (NOTE: no formal action was taken at this meeting on the items below - 1st reading.)

- *Ord 24-373** Approve Comprehensive Land Use Plan Map Amendment from Community Facility to Light Density Residential for Property Located at 929 Winnebago Avenue (Former Washington Elementary School) (Plan Commission Recommends Approval)

CITIZEN STATEMENTS TO COUNCIL

Angie Lee 1120 Baldwin Ave Oshkosh WI

Ms. Lee addressed the council on behalf of the Dragon Boat Races event. The event was created by an ordinance that DEI recommended to the council. This event allows the community to celebrate the diversity and culture in this region. The group was disappointed their application for ARPA funding was denied.

Brian Seal, 806 South Main, Oshkosh WI / Marias Garden

Mr. Seal is looking for reconsideration for ARPA funding on his prior application.

Sara Kosmicki, Omro WI / Casa Esther

Ms. Kosmicki would like the council to reconsider funding their ARPA application. Oshkosh needs a group that assists residents with basic needs. This organization helps people avoid slipping into homelessness. The rental assistance budget they offer can help a family stay securely housed.

Ashley Hesse 4815 Plummers Point Rd, Oshkosh WI / Casa Ester

Mr. Hesse would like the council to reconsider Casa Ester's ARPA application and would like the entire amount approved. He is confused about why this application was not approved when they scored very high based on the city's criteria but received no funding.

Council Member Esslinger asked Mr. Hesse if there was a council member that is

acting inappropriately.

Mr. Hesse replied that certain actions could be deemed as somehow influencing decisions. There is a council member on a board that happens to be getting ARPA funding.

Council Member Esslinger reminded everyone that if a council member feels that they're involved in any shape or form, they can recuse themselves and vote present.

Council Member Buelow agreed that he is involved in a group that is getting funding but is recusing himself from the vote.

CONSENT AGENDA ITEMS

Report of Bills

Receipt & Filing of Minutes - Common Council Meeting, 06.11.24

Receipt & Filing of Minutes - Library Board, 05.30.24

- Res 24-374** Approve Purchase of Three-Year Palo Alto Subscription Renewal from Heartland Business Systems for IT Division (\$117,047.00)
- Res 24-375** Approve Cooperative Purchases of Various Vehicles from Ewald Hartford Ford for Various Departments (\$295,627.00)
- Res 24-376** Award Bid to Lincoln Contractors Supply Inc. for Concrete Road Saw for the Streets Division (\$36,080.26)
- Res 24-377** Approve State/Municipal Agreements with the Wisconsin Department of Transportation for the Reconstruction of Oregon Street from West 6th Avenue to West 8th Avenue and Jackson Street from Marion Road to High Avenue
- Res 24-378** Approve and Execute Relocation Order for Partial Land Acquisitions of 3098, 3105, and 3123 Jackson Street and 370 West Fernau Avenue
- Res 24-379** Award Bid for Public Works Contract No. 24-10 to Vinton Construction Company for Parking Lot Construction (\$1,042,864.23)
- Res 24-380** Approve 2024 Budget Amendment to Industrial Park Land Fund (\$25,000.00)
- Res 24-381** Grant Privilege in the Street for Groundwater Monitoring Wells South of 110 Pearl Avenue Located in the Pearl Avenue Right-of-Way and West of 50 Pearl Avenue Located in the Market Street Right-of-Way (Plan Commission Recommends Approval)
- Res 24-382** Approve Specific Implementation Plan Amendment for Monument Sign at 4233 Waupun Road (Plan Commission Recommends Approval)
- Res 24-383** Grant Underground Electric Easement at 3280 Compass Way (City Transload Facility) to Wisconsin Public Service Corporation (Plan Commission Recommends Approval)
- Res 24-384** Approve General Development Plan Amendment and Specific Implementation Plan Amendment for a Townhome Development between 1100 West 20th Avenue and 1020 West 20th Avenue (Parcel 130711201) (Plan Commission Recommends Approval)
- Res 24-385** Appoint 2024-2025 Democratic, Republican & Unaffiliated Election Inspectors for

Partisan Primary, August 13, 2024

- Res 24-386** Approve Agent Change - Dockside Tavern
- Res 24-387** Approve Agent Change - Sweetwater Performance
- Res 24-388** Approve Combination "Class B" Beer/Liquor License Surrender and Approve Issuance of Combination "Class B" Beer/Liquor License - Delta Family Restaurant
- Res 24-389** Approve Original Combination "Class A" Beer/Liquor License for La Patrona Mexican Market (242 Wisconsin St)
- Res 24-390** Approve Renewal Liquor Licenses
- Res 24-391** Approve Special Class "B" Licenses
- Council Member Larson questioned why the purchase of various trucks was not from a local location where those funds would stay within the community.
 - City Manager Rohloff explained that many of the trucks are specific Public Works, where a niche market produces them.
 - Director of Administrative Services John Fitzpatrick added that several vendors are examined, but typically with the state contract, we save substantially because of the volume that is generated.
 - Council Member Nichols asked if there is a protocol to identify that these vehicles need to be replaced.
 - City Manager Rohloff replied it is based on the cost of maintaining the vehicle.
 - Mayor Mugerauer noted that there are older vehicles in the fleet, and based on the cost of maintenance, it's just time when it's time.

APPROVE CONSENT AGENDA ABOVE

Motion To Approve Paul Esslinger
Second DJ Nichols

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

PENDING ORDINANCES

- Ord 24-392** Approve Boschwitz II Annexation from the Town of Oshkosh, West Side of the 2900 Block of Vinland Street (Town Parcels 018005101 and 018005301) (Plan Commission Recommends Approval)

Council Member Stephenson asked if the city tried to take in more land with the annexation.

Community Developer Kelly Nieforth replied that typically we do not. Because this is vacant land, there are rules as to having a certain number of people living there, and sometimes you can't get those numbers to work.

Council Member Stephenson suggests we should square up some of those borders on the north side.

Motion To Approve Paul Esslinger
Second Joe Stephenson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Ord 24-393 Approve Boschwitz III Annexation from the Town of Oshkosh, West Side of the 2700-2800 Blocks of Vinland Street (Town Parcels 0180152 and 0180153) (Plan Commission Recommends Approval)

Motion To Approve Paul Esslinger
Second Deputy Mayor Karl Buelow

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Ord 24-394 Create Sections 13-14, and 17-41 and Amend Sections 13-20 and 17-46 of the City of Oshkosh Municipal Code to Prohibit False Reporting of Emergencies

- Council Member Nichols concern with this ordinance, which only affects the residents of Oshkosh, is that they will be held to a higher standard than the residents outside the city.
- Fire Chief Stanley replied that the super-users are the people that live in the city. However, he has already had conversations with the DA of alternatives if the super-users who live outside the city start affecting our services.
- Council Member Stephenson agrees that these people are tying up our resources and making the community unsafe.
- Council Member Esslinger was shocked at the number of falsified calls that came through, and he is in full favor of supporting this ordinance tonight.
- Deputy Mayor Buelow clarified that the fine would come after the 3rd falsified call.
- Fire Chief Stanley confirmed.

Motion To Approve Paul Esslinger
Second Deputy Mayor Karl Buelow

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger

No: DJ Nichols

5 - 1 Passed

NEW ORDINANCES (NOTE: no formal action taken on the items below - 1st reading)

***Ord 24-395** Approve Zone Change from Urban Mixed Use District (UMU) to Urban Mixed Use District with a Planned Development Overlay (UMU-PD) for Property Located South of 686 North Main Street -- Parcel 0402300000 (Formerly 668 North Main Street) (Plan Commission Recommends Approval)

PENDING RESOLUTIONS

Res 24-396 Approve the Polling Location, Date, and Times for Early Absentee Voting in the City of Oshkosh for the August 13, 2024, Partisan Primary, and November 5, 2024, General Election **AS AMENDED**

- Council Member Nichols would like to remove the first resolution and replace it with the version that he had sent. That is what council directed staff to do in the last meeting.

- City Manager Rohloff explained that due to items already mailed, the August hours were not extended. Rohloff also explained that due to the reduction of staff in the clerk's office and the items mailed, it would cause more confusion to change the August absentee hours.
- Council Member Esslinger asked what the intention was here.
- Council Member Nichols wanted to start from a document that included what he believed was the direction and amend it from there.
- Council Member Esslinger was under the impression that we were waiting for stats and staff recommendations, which was the direction at the last meeting. He asked the City Clerk if she would be able to staff the Primary Partisan with extended hours.
- Clerk Bartlett noted that it would be difficult to staff the early voting location at those hours. There is some flexibility for the general election because there will be more time.
- Council member Stephenson thinks extending the voting hours is a good idea. He also understands Councilor Nichol's frustration, but he was under the impression it was a discussion, not so much direction to staff.
- Mayor Mugerauer believes having two different sets of times in circulation will confuse voters. Mugerauer is all for access and awareness of voting opportunities, but given the lack of response this community has shown in the past on this topic, there are other avenues to look at to improve voter turnout.
- Council Member Buelow also agrees that extending the voting hours is a good idea and is under the impression it was a discussion and not the direction to staff.
- Council Member Larson's perception was they would start with the original suggestion and then refine it based on the needs of the staff.
- Council Member Nichols expressed his frustration with the resolution brought forward and the direction to staff.
- Council Member Stephenson stated he was confused about the expectations; he could see how staff would then be uncertain of the expectations as well.
- Deputy Mayor Buelow amended the resolution brought forward by adding the suggested General Election extended absentee voting hours.

Motion To Approve Deputy Mayor Karl Buelow
 Second DJ Nichols

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, DJ Nichols

No: Paul Esslinger

5 - 1 Passed

NEW RESOLUTIONS

Res 24-397 Amend the 2024 City of Oshkosh Fee Schedule to Create a Response Fee for the Oshkosh Fire Department

Council Member Nicholas is in full support of this fee. Citizens within the city limits and anyone who uses EMS services would be penalized equally for misuse of Emergency Services.

Motion To Approve Joe Stephenson
 Second Paul Esslinger

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-398 Appropriate ARPA Funds for 2024 Projects in Lieu of Issuing Debt

Finance Director Calmes reviewed that there is about \$27,000 that has not been allocated yet. If this resolution gets passed, finance will be working with departments to see what projects may be coming in the budget so we don't leave any money on the table.

Motion To Approve Paul Esslinger
Second Deputy Mayor Karl Buelow

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

NEW RESOLUTIONS, CONTINUED, AND COUNCIL DISCUSSION OF ARPA GRANT APPLICATIONS

Res 24-399 Approve Allocation of American Rescue Plan Act (ARPA) Funds to ADVOCAP for \$217,660.00

Motion To Approve Paul Esslinger
Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-400 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Downtown Oshkosh Business Improvement District for \$150,000.00

- Deputy Mayor Buelow asked that even though the BID is not receiving the full amount, does the money allocated still make an impact?
- Jessi Midel from the BID noted that they are in the strategic planning portion of the process. The money will help with additional staffing, which will bring them to the next level.

Motion To Approve Paul Esslinger
Second Deputy Mayor Karl Buelow

AYE: Mayor Matt Mugerauer, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

No: Kris Larson

5 - 1 Passed

Res 24-401 Approve Allocation of American Rescue Plan Act (ARPA) Funds to COTS, Inc. for \$100,000.00

Motion To Approve Deputy Mayor Karl Buelow
Second Paul Esslinger

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-402 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Covey, Inc. for \$75,000.00

Tony Gonzales shared a statement from a parent who has used Covey for their disabled child for 31 years. This vulnerable population needs this support and thanked the council for considering the request.

Motion To Approve Paul Esslinger
Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-403 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Day by Day Shelter for \$105,000.00

Motion To Approve Paul Esslinger
Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Paul Esslinger, DJ Nichols

5 - 0 Passed

Res 24-404 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Habitat for Humanity - Oshkosh and the City of Oshkosh for \$300,000.00

Motion To Approve Deputy Mayor Karl Buelow
Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-405 Approve Allocation of American Rescue Plan Act (ARPA) Funds to the Hooper Community Center for \$60,000.00

- Sean Fitzgerald thanked the council for reconsidering their request. Their tenant rent generates the only revenue, and they do not want to raise rent for the tenants. These tenants offer a lot of services to the Oshkosh Community in need.

Motion To Approve Paul Esslinger
Second Joe Stephenson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-406 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Jericho Road Ministries for \$48,100.00

Motion To Approve Paul Esslinger
Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-407 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Lakeside Packaging Plus, LLC for \$90,000.00

- Jennifer Van Roy stated that many with disabilities will benefit from the outdoor recreation project. They will have meaningful opportunities and social engagement during the summer, off-school days, and weekend services this fall.

Motion To Approve Paul Esslinger
Second DJ Nichols

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-408 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Operation DREAM North for \$126,000.00

Motion To Approve Paul Esslinger
Second Joe Stephenson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-409 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Oshkosh Healthy Neighborhoods for \$150,000.00

Motion To Approve Paul Esslinger
Second Joe Stephenson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-410 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Oshkosh Pride, Inc. for \$17,500.00

- Jennifer Considine attended the Oshkosh Pride Festival last weekend. Considine noted that the event had a great turnout, and she thought this is the kind of community she wanted to live in. She thanked the council for supporting this group and many others.

Motion To Approve Paul Esslinger
Second Joe Stephenson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-411 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Salvation Army of Oshkosh for \$120,174.00

Motion To Approve Paul Esslinger

Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-412 Approve Allocation of American Rescue Plan Act (ARPA) Funds to SEPO for \$300,000.00

- Jennifer Considine expressed her support for SEPO and how the organization has been working for over a decade to create a community where everyone has a home and a safe and welcome. Considine puts her support behind this group.

Motion To Approve Paul Esslinger

Second Joe Stephenson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-413 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Commonwealth Development Corporation of America / Oshkosh Child Development Center for \$354,900.00

- Justin Mitchell thanked the council for their support of this project. They are making great progress and have met with many organizations and departments in the city. They are very excited to start their project.
- Sue VanHougling noted that this has been a dream of hers to get a two-shift daycare in Oshkosh and thanked the council for their support.

Motion To Approve Paul Esslinger

Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

5 - 0 Passed

Res 24-414 Approve Allocation of American Rescue Plan Act (ARPA) Funds to The Learning Collaborative for \$122,000.00

- Lia Kitz noted that this group is addressing literacy in both language and math at the individual level, but also helps direct the parents of children with language-based learning disabilities. They are pleased to be able to put this program in place.

Motion To Approve Paul Esslinger

Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols

6 - 0 Passed

Res 24-415 Approve Allocation of American Rescue Plan Act (ARPA) Funds to Winnebago Area Literacy Council for \$25,708.00

Motion To Approve Paul Esslinger
Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Deputy Mayor Karl Buelow, Paul Esslinger
4 - 0 Passed

COUNCIL DISCUSSION, DIRECTION TO CITY MANAGER & FUTURE AGENDA ITEMS

Discussion and Direction to City Manager

Discussion of Agenda Process

- Council Members Nicholas and Larson are requesting to receive agenda materials earlier so they can have more time to review and ask staff questions.
- Mayor Mugerauer thinks the agenda is provided to council in a timely manner. This has been the process for years and it works. Mugerauer told the council that everything that is coming to us is already in public documents and council members should be reviewing board and commission minutes.
- Council Member Stephenson asked if there is a possibility of moving the council day to a Wednesday to give them that extra day.
- City Manager Rohloff replied that in his earlier years, the meetings were on a Wednesday.
- Council Member Larson noted as being a new council member, would like to read the upcoming agendas sooner. It is important that the council have time to read the agendas and be able to address important questions and concerns that residents may have.
- Council Member Stephenson does not want to see a draft agenda, he believes there is enough time to read the agenda and get his questions out before the council meeting.
- Mayor Mugerauer agrees a draft agenda is not a good idea. Too many things change and there are not enough answers to questions.
- City Manager Rohloff will talk with staff and see if it is possible to get the agenda posted earlier than the end of the day on Friday.

Ordinance and Fee Regulating Fire Pits (Esslinger)

- Council Member Esslinger would like to remove the fee and permitting process associated with the fire pit ordinance.
- Fire Chief Stanley said it was not created for revenue generation but for education; the fee is intended to cover administrative time for processing. Chief Stanley would discourage the council from removing the fee. We are passing this fee on to the people that affect these fees.
- Deputy Mayor Buelow agrees with the chief and thinks the fee and permit process should continue.
- Council Member Nicholas asked if there has ever been a firepit permit denial.
- Fire Chief Stanley said yes, the reason being you cannot be in a multifamily dwelling. It would be against the fire code.
- Council Member Nicholas asked what is the enforcement if a resident does not have a permit.
- Chief Stanley replied that they do not patrol for permits. The residents would be warned and make any corrections if necessary.
- Council Member Larson believes that educating the citizens about fire safety can be done without charging them.
- All Council members would like to see this topic on a future agenda to give people an opportunity to talk about it.

Future Agenda Items

Presentation of Truck Route Study, KL Engineering - July 23, 2024 or alternate date

Bowen Street Reconstruction, AECOM - date to be determined

Future Meetings & Workshops

Undergrounding Utilities, date to be determined

Capital Improvement Plan Workshop, Tuesday, July 30th, 5:00 p.m., Room 404

Oshkosh Common Council Regular Meeting - Wednesday, August 14, 2024

COUNCIL MEMBER ANNOUNCEMENTS & STATEMENTS

CITY MANAGER ANNOUNCEMENTS & STATEMENTS

Professional Services Agreement with Neighborly Software for Housing-CDBG Program Grant Administration, Reporting and Compliance Tracking (\$35,300.00)

Outstanding Issues

ADJOURN - 8:26 p.m.

SUBMITTED BY
DIANE BARTLETT, CITY CLERK

THE FULL VIDEO OF THIS MEETING IS AVAILABLE ON THE CITY WEBSITE

DRAFT

CITY COUNCIL MINUTES 09.10.24

CALL TO ORDER 6:00 p.m.

ROLL CALL

Present: Matt Mugerauer, Mayor; Kris Larson; Joe Stephenson; Karl Buelow, Deputy Mayor; Paul Esslinger; DJ Nichols; Jacob Floam

Staff: Mark Rohloff, City Manager; Lynn Lorensen, City Attorney; Diane Bartlett, City Clerk; Julie Calmes, Finance Director

INVOCATION - VOTING FIRST: Council Member Nichols

PLEDGE OF ALLEGIANCE

INTRODUCTION OF STAFF

Jon Matulle, Assistant Water Distribution Manager
Cheryl Pionke, Deputy City Clerk

CITIZEN STATEMENTS TO COUNCIL

1. Mr. Wayne Jorgensen. 615 E Parkway, had a question regarding the due date for his utility bill - Julie Calmes spoke to the individual outside the meeting to resolve the resident's issue.
2. Mr. Thomas Rcker, 3290 Meadowbrook Rd., addressed the council regarding future assessments and the process scheduled for Meadowbrook. Mr. Recker spoke to Mr. Rabe outside the meeting to answer his questions.

CONSENT AGENDA ITEMS

Report of Bills

July 2024 Financial Report

Receipt & Filing of Minutes - Common Council Meetings

Receipt & Filing of Claim Filed with the City's Insurance Company - Reilly

- Res 24-493** Approve Amendment to the 2024 Operations Budget - Media Services for Drone Donation (\$3,515.00)
- Res 24-494** Approve Purchase of Personal Protective Equipment from Oshkosh Fire and Police Equipment Inc. for the Oshkosh Fire Department (\$104,250.00)
- Res 24-495** Approve Purchase of Trimble R980 GPS Unit and Associated Equipment from Seiler Geospatial (\$33,035)
- Res 24-496** Approve Change Order No. 1 (Final) for Public Works Contract No. 23-02 West Lincoln Avenue and McKinley Street Reconstruction / Carl Bowers & Sons Construction Co., Inc.
(-\$25,461.79)
- Res 24-497** Approve CIP Budget Amendment and Change Order No. 1 (Final) for Public Works Contract No. 23-24 Rusch Park Trail / Vinton Construction Company, Inc. (\$5,576)

Res 24-498 Approve Specific Implementation Plan Amendment for Additional Outdoor Storage at 3815 Oregon Street (Plan Commission Recommends Approval)

Res 24-499 Approve Specific Implementation Plan Amendment for a Third-Floor Addition at 250 West 6th Avenue (Plan Commission Recommends Approval)

Res 24-500 Approve Special Class "B" License(s)

Motion To Approve Jacob Floam
Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols, Jacob Floam

7 - 0 Passed

PENDING ORDINANCE

Ord 24-501 Amend Section 13-6 of the City of Oshkosh Municipal Code Pertaining to Fireworks; and Amend Sections 13-20 and Create Section 13-21 of the City of Oshkosh Municipal Code Pertaining to Penalties for Violations of Chapter 13 for Adult and Juvenile Offenders and to Specifically Amend the Forfeiture for Violation of Ordinances Pertaining to the Possession and Use of Fireworks

- Deputy Mayor Buelow amended the ordinance to reflect the three-tiered action fee.
- Council member Stephenson was appreciative of staff working on this project.
- Council member Nichols would like the staff to work with all council members to ensure this message gets to the residence.

Motion To Approve Deputy Mayor Karl Buelow
Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols, Jacob Floam

7 - 0 Passed

Ord 24-502 Approve Zone Change from Institutional District (I) to Single Family Residential-9 District (SR-9) at 929 Winnebago Avenue (Plan Commission Recommends Approval)

Motion To Approve Paul Esslinger
Second Deputy Mayor Karl Buelow

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols, Jacob Floam

7 - 0 Passed

Ord 24-503 Approve Zone Change from Institutional District (I) and Single Family Residential-9 District (SR-9) to Institutional District with a Planned Development Overlay (I-PD) at 108 West New York Avenue and Property Located at Southeast Corner of West Custer Avenue and Kentucky Street (Parcel 1500740100) (Plan Commission Recommends Approval)

- Council member Esslinger voiced his dissatisfaction with the intended use of this property and will be voting no on this ordinance.
- Council member Stephenson agreed with council member Esslinger, Stephenson does not agree that the intended use is the best.

- Council member Floam agreed with both Esslinger and Stephenson that the intended use of this space is not the best for the City of Oshkosh.

Motion To Approve Deputy Mayor Karl Buelow
Second Paul Esslinger

AYE: Mayor Matt Mugerauer, Deputy Mayor Karl Buelow, DJ Nichols

No: Kris Larson, Joe Stephenson, Paul Esslinger, Jacob Floam

3 - 4 Failed

NEW ORDINANCES (NOTE: no formal action taken at this meeting on the item below)

***Ord 24-504** Amend Section 27A-8 of the Municipal Code Pertaining to Through Street Designation (Scott Avenue)

NEW RESOLUTIONS

Res 24-505 Approve Issuance of Combination "Class B" Beer/Liquor License (Flights)

- Council member Larson would still like some clarification regarding the total number of liquor licenses and reserve licenses that the city has. Latspm has been in contact with DOR and staff. They will continue to work to get an accurate count for 2024.
- Council member Esslinger requested clarification on the reserve licenses and the quota license use. Esslinger wanted to be sure that a discussion could be had only after the quota licenses were distributed.
- City manager, Rohloff, confirmed.
- Council member Nichols noted that all council members should be included in a discussion about available liquor licenses, so council members can understand how liquor licensing works in the Department of Revenue and in the state of Wisconsin.

Motion To Approve Paul Esslinger
Second Deputy Mayor Karl Buelow

AYE: Mayor Matt Mugerauer, Kris Larson, Joe Stephenson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols, Jacob Floam

7 - 0 Passed

Res 24-506 Approve General Development Plan and Specific Implementation Plan for Athletics Facility at 108 West New York Avenue and Property Located at the Southeast Corner of West Custer Avenue and Kentucky Street (Parcel 1500740100) (Plan Commission Recommends Approval)

COUNCIL DISCUSSION, DIRECTION TO CITY MANAGER & FUTURE AGENDA ITEMS

Discussion and Direction to City Manager

Follow-Up to Budget Workshop - Tax Bill Projections

Council members and staff discussed the budget and levy implications that will be presented to council at the budget workshop sessions. Council members expressed their dissatisfaction with the proposed increases from DOR and staff, stating that council had specifically told residents that their taxes would not increase. It looks as though this is inevitable. The council also expressed that they are hopeful that our

representatives at the state level will advocate for the City of Oshkosh residents and expressed their displeasure with the state-level calculations. The council also discussed the efficiencies and improvements that city staff should make... For example, credit cards use for services throughout City Hall.

Director of Finance Calmes and City Manager Rolloff welcomed council to ask questions regarding the budget, reevaluation, DOR recommendations, etc. This will all also be addressed at the Council budget workshops.

Sign Up for Citizen Statements (Esslinger)

Council member Esslinger is not satisfied with the process for speakers to sign up to speak at a council meeting. Mayor Mugerauer clarified that this process is only for the efficiency of getting the correct speaker's name, spelling, and address. No one has ever been declined the ability to speak because they did not sign up. Staff will be sure that the kiosks are on and ready to go before council meetings and also any staff in the audience will make themselves available to assist any residents who would like to sign up to speak.

Process for Councilors to Add Items to Agenda (Esslinger)

Council member Esslinger started the discussion of how council members can bring forward items to be placed on the agenda. Clarification was discussed and noted that any council member can have a discussion of a topic and if the other council members feel that the item should be brought forward as an agenda item, they can move it forward with directions to staff to draft a resolution/ordinance if necessary.

Future Agenda Items and Workshops

Workshop on Undergrounding Utilities, October 22nd, 5:00 p.m.

Presentation from Greater Oshkosh Economic Development Corporation (GO-EDC), October 22nd, in meeting

COUNCIL MEMBER ANNOUNCEMENTS & STATEMENTS

Deputy Mayor Buelow noted the Dragon Boat Festival that is scheduled for Saturday.

CITY MANAGER ANNOUNCEMENTS & STATEMENTS

Amendment No. 3 to Professional Services Agreement with University of Wisconsin-Milwaukee for Archaeological Monitoring for the Menominee Park Zoo Bear and Fox Exhibit (\$4,000)

Professional Services Agreement with AECOM for Grant Administration and Construction Management Services for Transit Administration and Garage Fire Suppression System (\$59,100.00)

Outstanding Issues

ADJOURN - 7:46

SUBMITTED BY DIANE BARTLETT, CITY CLERK

THE FULL AUDIO RECORDING OF THIS MEETING IS AVAILABLE ON THE CITY WEBSITE.



SUBJECT: Receipt & Filing of Minutes - Museum Arts and Culture Board, 07.10.2024 & 08.14.2024

DATE: September 24, 2024

Attachments

MAC Board Minutes July
MAC Board Aug Minutes



Minutes of the July 10, 2024 Museum, Arts and Culture Board Meeting
(Approved at the August 14, 2024 Board Meeting)

The July meeting of the Oshkosh Public Museum (OPM) Museum, Arts and Culture (MAC) Board was held Wednesday, July 10, 2024, in the Galena Room of the Museum. Chair Vicky Redlin called the meeting to order at 4:32 p.m.

The roll was taken by Administrative Assistant Theresa Books.

Present at Roll: Board Chair Vicky Redlin, Vice-Chair Rebecca Doe Brown, Board Member Drew Mueske, Alternates Erron Hundt and Carrie Olson

Excused: Board Members Becky Matzke, Matt Mugerauer

With Ms. Matzke out, Chair Redlin appointed Ms. Olson.
With Mr. Mugerauer out, Chair Redlin appointed Ms. Hundt.

Also Present: Museum Director Anna Cannizzo, Marketing + Advancement Coordinator Kate Stel, Discover Oshkosh Executive Director Amy Albright, and Administrative Assistant Theresa Books recording the Minutes.

There were no citizen statements to the Board.

Consent Agenda items included:

- A. Minutes of the June 12, 2024, Board Meeting
- B. Minutes of the June 17, 2024, Board Meeting

MOTIONS: Approve each of the Meeting's Minutes (Brown; second Olson)
CARRIED: Yes (5) Brown, Hundt, Mueske, Olson, Redlin

Amy Albright, Executive Director of the Oshkosh Convention and Visitors Bureau (Discover Oshkosh) reported on the plans for the Public Arts Coordinator position. First, she gave an overview of how the organization is funded. She noted that 99% is funded by hotel room taxes. They work with many people and organizations, including the Special Events Coordinator at City Hall, The Grand, Sunny View Expo Center, etc. The CVB focuses on destination marketing and placemaking, to bring people to Oshkosh. Various venues bring in a lot of people, such as Sunnyview Expo Center, Lifest, EAA AirVenture Oshkosh. The CVB has also been helping fund murals and art around the city.

Ms. Albright noted that the position of Public Arts Coordinator is in the works. In the meantime, she is acting as a liaison for art-related projects. Of interest to the CVB are exhibits that will draw people to Oshkosh from other areas. Such as “Nature of Light” that The Paine recently hosted. Ms. Stel asked her to consider helping with promotion of the Sawyer Home as a destination. It is the only home open to the public whose interior was entirely designed by Tiffany Studios. Ms. Albright gave the Board and OPM staff opportunity to ask questions and ask about possibilities. Then in conclusion, Ms. Albright emphasized that arts and culture opportunities are now a priority for the CVB. Museum staff and Ms. Albright aim to collaborate.

Ms. Stel began the Education and Programming report with a recap of Oshkosh Creates! This event was held at OPM. Staff had to pivot twice with their plans because the first date was rained out and the rain date threatened rain as well. In spite of the weather, the event went well with about 150 visitors attending throughout the day. For many of these visitors it was their first time at OPM. The Museum admission was free this day. The activities were enjoyed at length by families. Ms. Stel extended thanks to the Oshkosh Fine Arts Association for sponsoring the watercolor for kids activity. With special thanks to Vicky Redlin and Jim Booras for volunteering during the activity.

Regarding Día de los Muertos, Ms. Stel noted that the event will be held November 2nd this year. The event will be consistent with previous years. Generous support for the event has been secured from the Donald Hansen Fund at the Oshkosh Area Community Foundation. There are additional sponsorship opportunities still available. Ms. Brown asked if the CVB could help with Día de los Muertos. Ms. Albright mentioned the Joint Effort Marketing (JEM) Grant as a possibility--to market to people outside this area. Mr. Mueske mentioned the possibility of Wisconsin Humanities Grants as another source for funding assistance.

In conclusion, Ms. Stel reported that OPM’s Education team is working to implement ideas from feedback collected from last year’s event attendees. Many voiced a desire for additional educational opportunities about the holiday and its traditional elements. Intern Emiliano Rodriguez is working on this. He will receive college credit for his work with OPM. That concluded the Education and Programming Report.

Chair Redlin requested the Director’s Report.

Ms. Cannizzo began with Facility Updates, reporting that the exterior construction is still happening. The timeline has been fluid due to the amount of inclement weather Oshkosh has had this season.

The Waldwic Gallery construction is coming along nicely with an anticipated timeframe of late July/early August for OPM staff to take occupancy. Staff have been preparing an encore of the award-winning *Helen Farnsworth Mears: A Genius of Oshkosh* exhibition to be installed in that gallery after all construction work is complete and security cameras are installed. An exhibit opening date will be announced when staff can be sure of the dates.

Regarding exterior signage, planning will accelerate in the coming weeks.

As an update on OPM budget planning and the Strategic Plan, Ms. Cannizzo reported that the CIP budget workshop with Council is scheduled for July 30th. Operations budget preparation materials will be released next week to departments. She gave a reminder that the MAC Board will be reviewing and approving budgets for Board governed funds at the September meeting.

Mr. Cannizzo reported that the Oshkosh Common Council adopted the 2025-26 Strategic Plan at their June 25th, 2024 meeting. The Museum is listed under the “Enhance Our Quality-of-Life Services and Assets” alongside the Library and Parks departments. The Board was given a copy of the “Quality-of-Life” page from the plan, but a full copy is available on the City website. At the August MAC Board meeting there will be time to discuss items pertaining to the Museum in preparation for the 2025 budget.

As an update on staffing Ms. Cannizzo reported that Museum staff were pleased to hire Delaney Olsen as the Education Coordinator. Delaney comes to staff with an excellent education background with an emphasis on music education. She also served as a gallery guard at Lawrence University and at the Wade House Historic Site. Staff will schedule an introduction to the Board when Mr. Matherne is back from leave.

Interviews for the vacated Visitor Services position will be held July 15th and interviews for the NAGPRA Collections Assistant position will be held on July 24th. Plans to hire for the Assistant Director position are currently in process and Ms. Cannizzo will provide an update on that position at next month’s meeting. That concluded the Director’s report.

With no additional agenda items Chair Redlin asked for a motion to adjourn.

MOTION: Adjourn (Brown; second Mueske)

CARRIED: Voice Vote

The meeting adjourned at 5:53 p.m.



Minutes of the August 14, 2024 Museum, Arts and Culture Board Meeting
(Approved at the September 11, 2024 Board Meeting)

The August meeting of the Oshkosh Public Museum (OPM) Museum, Arts and Culture (MAC) Board was held Wednesday, August 14, 2024, in the Galena Room of the Museum. Chair Vicky Redlin called the meeting to order at 4:32 p.m.

The roll was taken by Administrative Assistant Theresa Books.

Present at Roll: Board Chair Vicky Redlin, Vice-Chair Rebecca Doe Brown, Board Member Drew Mueske, Alternates Erron Hundt and Carrie Olson

Excused: Board Members Becky Matzke, Matt Mugerauer

With Ms. Matzke out, Chair Redlin appointed Ms. Hundt.
With Mr. Mugerauer out, Chair Redlin appointed Ms. Olson.

Also Present: Museum Director Anna Cannizzo, Marketing + Advancement Coordinator Kate Stel, Education Coordinator Delaney Olsen, Curator of Education Neal Matherne, and Administrative Assistant Theresa Books recording the Minutes.

There were no citizen statements to the Board.

Consent Agenda items included:

A. Minutes of the July 10, 2024, Board Meeting

MOTIONS: Approve July 10, 2024, Minutes of the MAC Board (Brown; second Hundt)

CARRIED: Yes (5) Brown, Hundt, Mueske, Olson, Redlin

Education Coordinator Delaney Olsen was introduced to the Board by Dr. Matherne. Delaney is a graduate of Lawrence College. She worked as a music teacher for the Oshkosh Area School District, and she was a team member at the Wade House Historic Site. In addition, her personality and work ethic make her an asset and pleasure to have on staff.

There was then discussion regarding the possibility of moving the September or October Board meeting so that Ms. Brown could make one of those meetings. It was discovered that changing either one would make it impossible for other Board members to attend. Therefore, the decision was made that the September and October MAC Board meetings will remain the second Wednesday of those months.

To begin the Strategic Plan Discussion Ms. Cannizzo reported that the Oshkosh Common Council adopted the 2025-26 Strategic Plan at their June 25, 2024 meeting. The Museum is listed under the “Enhance Our Quality-of-Life Services and Assets” alongside the Library and Parks departments. This review is intended to help with preparation for the 2025 budget. The MAC Board was provided the Strategic Plan and here is an outline of things specific to the Museum:

Objective B (What): Provide Broadly Appealing Museum Programs and Exhibitions

Strategies (How):

- Enhance representation of and appeal to local and regional community through education and public programming
- Evaluate, address, and adjust public offerings for families and adults to better serve the community
- Develop “Art in Public Spaces” program
- Promote permanent and some consolidated collections storage

Future State: Natural, cultural, and recreational assets of the City are recognized as a source of pride for the community.

Objective D “Establish Quality-of-Life Fund Development Activities” will be collaborated on and worked through with the Parks Department and the Library.

- Create a working group to explore options related to giving, partnership, and alternative funding sources for quality-of-life projects and initiatives
- Explore the possibility of a tiered recognition program for volunteers
- Develop a City-wide sponsorship policy

Ms. Cannizzo noted that the City Strategic Plan is considered a guide for projects and budgeting. As are the City’s Guiding Principles. She noted that the Museum will need a Strategic Plan specific to the Museum to apply for reaccreditation.

Budget Update and Discussion began with Ms. Cannizzo reporting that the CIP budget workshop with Council took place on July 30, 2024, and the Museum had no CIP requests outside Facilities. The MAC Board was provided with a hand-out showing projected 10-year CIP plans for Museum projects. She noted that Operations, Collections, and Membership budget materials will be submitted this week to Finance for upcoming review. The MAC Board oversees and approves two of these budgets and this is what will be presented at September’s meeting. The Board was provided with a hand-out of descriptions of Budget categories/funds.

Ms. Books provided some insight of how each of the three budgets are worked through and reviewed by Director Cannizzo and herself, and then together with City Finance Staff. After thorough vetting the Collections Fund and Membership Funds are presented to the MAC Board for their approval. Earnings from the Museum’s various Trust Funds are budgeted as a Revenue source within the budgets that the Board reviews and approves. Ms. Cannizzo gave time for questions and asked that the Board review the handouts and strategic plan because budget requests are intended to align with the plan. She noted that providing this background is intended to help inform approval decisions come September’s meeting where budget takes center stage on the agenda.

Dr. Matherne began the Education and Programming report noting that in this soon-to-start school year, Museum fieldtrips will be spread out through the year, rather than having them all done in the first six months. He and Delaney have drafted the next year's Family Discovery Days (FDD) programming. Dr. Matherne noted that FDDs are bringing families to the Museum. There are several families who attend each month. Being a monthly program makes it appealing for people to become Members to take advantage of fee admission. Ms. Stel noted Día de los Muertos is deep in the planning stage and will be held Saturday November 2. Día de los Muertos is a free event for the public. Toast To A Century will be held Friday evening, November 8; this is a ticketed event. All Board members are encouraged to attend both events. That concluded the Education and Programming Report.

Chair Redlin requested the Director's Report.

Ms. Cannizzo began her report with a Facility Update. The exterior construction on the museum's masonry has been completed and scaffolding removed. The next exterior projects, on the Museum's windows and some limestone replacement, will begin in November following the Museum's annual Día de los Muertos event. The Waldwic Gallery construction is nearing completion. Staff have been preparing for the award-winning Helen Farnsworth Mears exhibition to go in shortly thereafter, once the security cameras have been installed. Staff anticipate releasing an opening date once final details in the gallery are finished. The exterior signage project continues; staff are waiting on a design proposal from the landscape architect firm Saiki Design-who the Museum has worked with before on the landscape master plan.

For a staffing update, Ms. Cannizzo reported that the Museum was excited to hire Grace Pelisek as the 2024-25 NAGPRA Collections Assistant LTE. Grace's first day will be August 23. Grace currently fills a position like this at the Milwaukee Public Museum. She will be at OPM about one day each week.

The Assistant Director/Chief Curator position description has been updated and HR is currently reviewing it before posting. Ms. Cannizzo hopes the position will be posted this month and she will hold interviews in September. However, the timeline remains fluid pending position description approval.

Ms. Cannizzo noted that Curator of Exhibitions Emily Rock has her last day August 23 before starting her maternity leave. She has been working with staff to be ready to install the Mears exhibit as soon as the Waldwic Gallery is ready. And finally, Archivist Amy Fels submitted her resignation this week. Her last day on staff will be September 27. Ms. Cannizzo will provide an update about hiring her successor at an upcoming meeting. That concluded the Director's report. Ms. Redlin encouraged staff to let Board members know anything they can do to help.

With no additional agenda items Chair Redlin asked for a motion to adjourn.

MOTION: Adjourn (Brown; second Olson)

CARRIED: Voice Vote

The meeting adjourned at 5:38 p.m.



SUBJECT: Receipt & Filing of Claim Filed with the City's Insurance Company - John Parker

DATE: September 24, 2024

Claim Information

Claimant: John Parker

Date of Loss: August 30, 2024

Summary of Claim: Claimant alleges damage to his vehicle due to road construction.



TO: Honorable Mayor and Members of the Common Council
FROM: Mark Lyons, Planning Services Manager
DATE: September 24, 2024
SUBJECT: Res 24-507 Approve Specific Implementation Plan for Phase II of a Commercial Development West of and Adjacent to 1710 Oshkosh Avenue (Plan Commission Recommends Approval)

BACKGROUND

The subject site consists of a 1.33-acre vacant parcel at the northwest corner of Oshkosh Avenue and North Westfield Street. The property is zoned Corporate Business Park with a Planned Development Overlay (CBP-PD) and the surrounding area consists of commercial uses to the east and west, hotel to the north, and residential uses to the south.

A General Development Plan (GDP) was approved in March, 2018 for hotel, commercial and retail uses on the 1700 block of Oshkosh Avenue, including a 5,190 sq. ft. restaurant in the general area of the subject site. The General Development Plan was amended in August, 2018 with a 14,190 sq. ft. future commercial building shown on the subject site. A second GDP amendment and Specific Implementation Plan for Phase I was approved on May 23, 2023.

ANALYSIS

The applicant is proposing the second of a two-phase development on the subject site. Phase I was the now completed 4,176 sq. ft. single-story restaurant/sports bar (Mr. Brews Taphouse) with a 1,000 sq. ft. covered patio. Phase II is proposed to be a 4,479 sq. ft. commercial building addition (Golden Nest Pancakes & Cafe) with a 308 sq. ft. outdoor patio.

The applicant is requesting BSMs to increase parking and exceed maximum lighting levels along the north property line. Staff is supportive of the requested BSM for increased parking as dine-in restaurants may need more parking than code currently allows. Recent dine-in restaurant approvals have also included BSMs for increased parking (Chili's and Mineshaft). Planning staff intends to analyze the current parking requirements for indoor entertainment uses and it may be appropriate to increase parking allowances for dine-in restaurant uses. Staff is also supportive of the increased lighting as it is adjacent to the shared driveway and will not negatively impact the commercial property to the north.

To offset these BSMs, the applicant will be exceeding the overall landscaping point requirement for the site and is proposing Class I materials greatly exceeding the 75% minimum on all facades.

FISCAL IMPACT

Approval of this may result in an increase in the assessed property value of the site. The applicant is anticipating spending approximately \$1.2 million on the proposed project.

RECOMMENDATION

The Plan Commission recommended approval of the requested Specific Implementation Plan for Phase II with findings and conditions west of and adjacent to 1710 Oshkosh Avenue on September 17, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

Res 24-507

SIP - Golden Nest Cafe

09/24/2024

24-507

RESOLUTION

CARRIED

6-0

PURPOSE: APPROVE SPECIFIC IMPLEMENTATION PLAN FOR PHASE II OF A COMMERCIAL DEVELOPMENT WEST OF AND ADJACENT TO 1710 OSHKOSH AVENUE

INITIATED BY: LAKE SHORE DEVELOPMENT OF OSHKOSH, LLC

PLAN COMMISSION RECOMMENDATION: Approved

WHEREAS, the Plan Commission finds that the Specific Implementation Plan for Phase II of a commercial development west of and adjacent to 1710 Oshkosh Avenue, 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 for Phase II of a commercial development west of and adjacent to 1710 Oshkosh Avenue, 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 architecture and character of the proposed Planned Development project is compatible with adjacent/nearby development.
6. The proposed Planned Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.
7. 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 Specific Implementation Plan for Phase II of a commercial development west of and adjacent to 1710 Oshkosh Avenue:

1. Base Standard Modification (BSM) to allow increased parking to 71 spaces, where code allows a maximum of 42 parking spaces.
2. BSM to allow lighting levels up to 0.67 foot-candles along the north property line where code allows a maximum of 0.50 foot-candles.
3. Final landscaping plan shall include foundation plantings along the north and west elevations and be reviewed and approved by the Department of Community Development.

ITEM: SPECIFIC IMPLEMENTATION PLAN FOR PHASE II OF A COMMERCIAL DEVELOPMENT WEST OF AND ADJACENT TO 1710 OSHKOSH AVENUE

Plan Commission Meeting of September 17, 2024

GENERAL INFORMATION

Owner/Applicant: Lake Shore Development of Oshkosh, LLC

Action(s) Requested:

The petitioner requests approval of a Specific Implementation Plan (SIP) for Phase II of a commercial development at the northwest corner of Oshkosh Avenue and North Westfield Street.

Applicable Ordinance Provisions:

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

Background Information Property Location and Type:

The subject site consists of a 1.33-acre vacant parcel at the northwest corner of Oshkosh Avenue and North Westfield Street. The property is zoned Corporate Business Park with a Planned Development Overlay (CBP-PD) and the surrounding area consists of commercial uses to the east and west, hotel to the north, and residential uses to the south.

Conceptual plans for the site were discussed at a Plan Commission workshop on March 21, 2023, with Plan Commission voicing support of the proposal. A General Development Plan (GDP) was approved in March, 2018 for hotel, commercial and retail uses on the 1700 Block of Oshkosh Avenue, including a 5,190 sq. ft. restaurant in the general area of the subject site. The General Development Plan was amended in August, 2018 with a 14,190 sq. ft. future commercial building shown on the subject site. A second GDP amendment and Specific Implementation Plan for Phase I was approved on May 23, 2023.

The 2040 Comprehensive Plan recommends Interstate Commercial land use for the subject property.

Subject Site

<i>Existing Land Use</i>	<i>Zoning</i>
Vacant	Corporate Business Park with Planned Development Overlay (CBP-PD)

Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Hotel	Corporate Business Park with Planned Development Overlay (CBP-PD)

South	Residential	Single Family Residential-5 (SR-5)
East	Commercial	Corporate Business Park with Planned Development Overlay (CBP-PD)
West	Commercial	Corporate Business Park with Planned Development Overlay (CBP-PD)

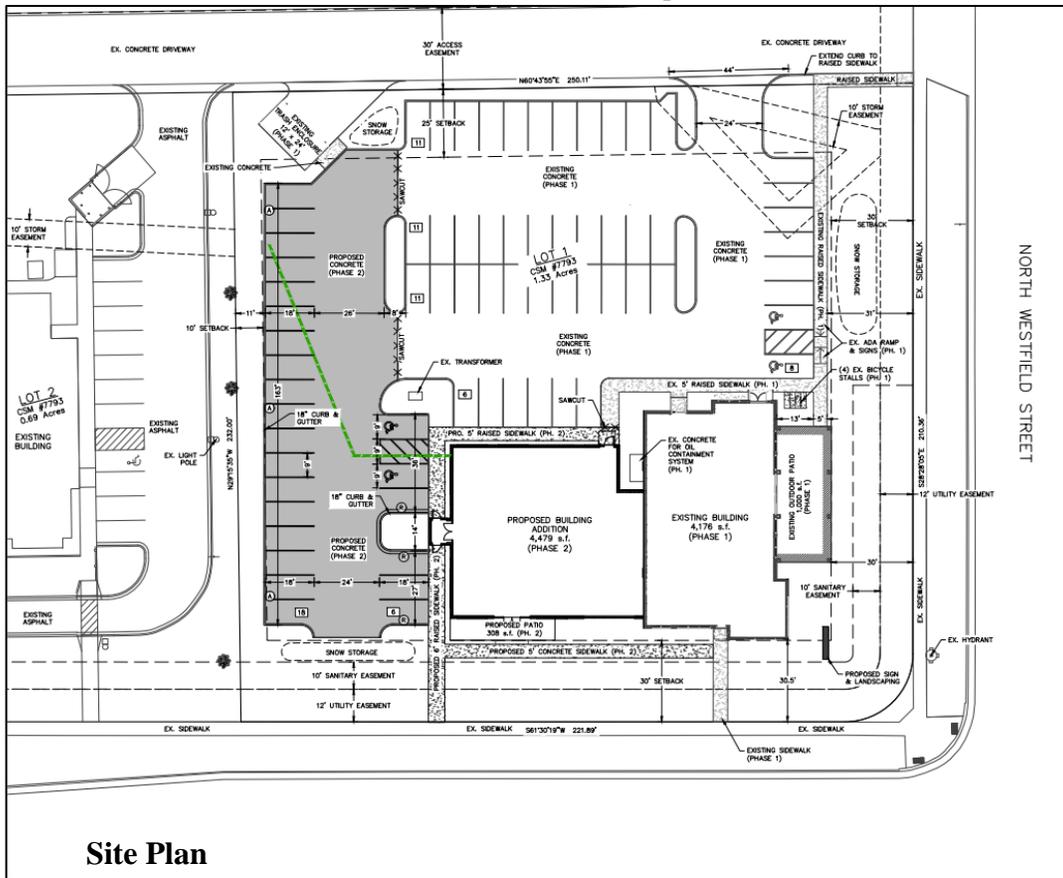
Comprehensive Plan Land Use Recommendation	Land Use
2040 Land Use Recommendation	Interstate Commercial

ANALYSIS

Use

The applicant is proposing the second of a two-phase development on the subject site. Phase 1 was the now completed 4,176 sq. ft. single-story restaurant/sports bar (Mr. Brews Taphouse) with a 1,000 sq. ft. covered patio. Phase 2 is proposed to be a 4,479 sq. ft. commercial building addition (Golden Nest Pancakes & Café) with 308 sq. ft. outdoor patio.

The proposed restaurant use (Phase 2) is a conditional use in the CBP District and the Specific Implementation Plan (SIP) will be addressed within this report.



Site Plan

Site Design/Access

The proposed development will have a single access from the existing shared access drive from North Westfield Street, to the north of the site. A cross-access agreement has been recorded with the Winnebago County Register of Deeds as part of Phase 1 of this development.

	<u>Required</u>	<u>Provided</u>
Total parking spaces	Minimum: 34 Maximum: 42	71
Total Impervious Surface	Maximum: 70% of lot	68.79% of lot

The applicant is requesting a BSM to allow 71 parking spaces for both phases, where a maximum of 42 spaces are allowed. According to the applicant, the increased parking is needed as the maximum capacity of the sports bar will be 150 people. The applicant would prefer to provide 71 stalls which is closer to one space per two people at maximum capacity as originally requested with the Phase 1 approval.

Staff is supportive of the requested BSM for increased parking as dine-in restaurants may need more parking than code currently allows. Recent dine-in restaurant approvals have also included BSM's for increased parking (Chili's, Mineshaft). Planning staff intends to analyze the current parking requirements for indoor entertainment uses and it may be appropriate to increase parking allowances for dine-in restaurant uses. Staff also feels that allowing more parking is appropriate in this case as off-street parking is not available in the surrounding area to provide additional parking. To offset this BSM request, the applicant is proposing additional landscaping in excess of code requirements.

A dumpster enclosure was constructed as part of Phase 1 at the northwest corner of the parking lot which is constructed of brick veneer and is consistent with the exterior of the principal buildings. It is sized appropriately to accommodate both restaurants.

Building/Parking Setbacks

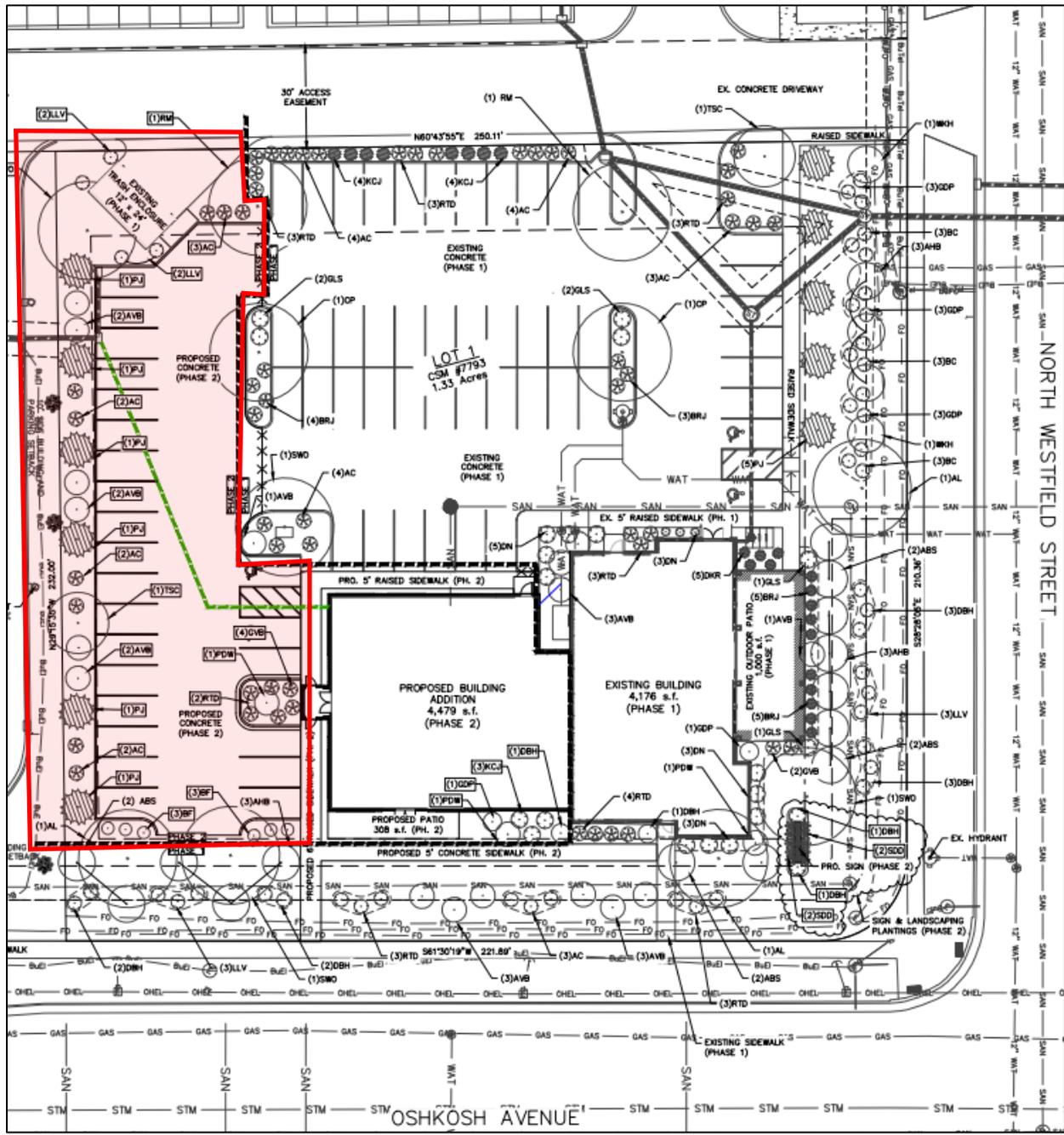
	<u>Minimum</u>	<u>Provided</u>
Front Setback (south)	30 ft.	30.5 ft. (building)
Street Side Setback (east)	30 ft.	30 ft. (patio)
Side Setback (west)	10 ft.	11 ft. (pavement)
Rear Setback (north)	25 ft.	5 ft. (pavement/refuse enclosure)

The proposed building and new parking area meet all setback requirements for the CBP District. A BSM was approved with the Phase 1 SIP for a reduced rear yard setback to 5' from the code requirement of 25'.

Storm Water Management/Utilities

Storm water management facilities were constructed with the Phase 1 development. The facilities were designed and constructed to accommodate both Phases 1 and 2. The Department of Public works has reviewed the Phase 2 development and reported that no changes should be needed. This will be confirmed during Site Plan Review.

Landscaping



Landscape plan

NORTH WESTFIELD ROAD	
<u>BUILDING FOUNDATION</u>	
POINTS REQUIRED: 451 LF/100 LF X 40 POINTS =	180.4 POINTS REQUIRED
POINTS SUPPLIED:	172.6 POINTS SUPPLIED
STREET SIDE POINTS SUPPLIED:	83.2 POINTS SUPPLIED
ENTRANCE SIDE POINTS SUPPLIED:	89.4 POINTS SUPPLIED
<u>PAVED AREAS</u>	
POINTS REQUIRED: 71 STALLS/10 STALLS X 50 POINTS =	355 POINTS REQUIRED
POINTS SUPPLIED:	470.5 POINTS SUPPLIED
TREE POINTS SUPPLIED:	280 POINTS
SHRUB POINTS SUPPLIED:	190.5 POINTS
<u>TOTAL STREET FRONTAGE</u>	
POINTS REQUIRED: (472 LF/100 LF X 100 POINTS)+83	555 POINTS REQUIRED
POINTS SUPPLIED:	592 POINTS SUPPLIED
MEDIUM TREE POINTS SUPPLIED:	277.5 POINTS
TREE POINTS SUPPLIED:	482.5 POINTS
SHRUB POINTS SUPPLIED:	109.5 POINTS
<u>OSHKOSH AVE FRONTAGE</u>	
POINTS REQUIRED: (230 LF/100 LF X 100 POINTS)	230 POINTS REQUIRED
POINTS SUPPLIED:	238.6 POINTS SUPPLIED
MEDIUM TREE POINTS SUPPLIED:	115.5 POINTS
TREE POINTS SUPPLIED:	215.5 POINTS
SHRUB POINTS SUPPLIED:	23.1 POINTS
<u>N WESTFIELD ST FRONTAGE</u>	
POINTS REQUIRED: (242 LF/100 LF X 100 POINTS)	242 POINTS REQUIRED
POINTS SUPPLIED:	353.4 POINTS SUPPLIED
MEDIUM TREE POINTS SUPPLIED:	162 POINTS
TREE POINTS SUPPLIED:	267 POINTS
SHRUB POINTS SUPPLIED:	86.4 POINTS
<u>YARDS</u>	
POINTS REQUIRED: 8,296 SF/1000 SF X 20 POINTS =	166 POINTS REQUIRED
POINTS SUPPLIED:	198.7 POINTS SUPPLIED
TOTAL POINTS REQUIRED:	1,728.4 POINTS
TOTAL POINTS SUPPLIED:	2,025.8 POINTS

Building Foundation

The landscape plan shows a combination of shrubs only along the building's south foundation east of the patio with no plantings along the west (main entrance) and north elevations. The applicant is deficient with the total point requirement of 40 points per 100 linear feet of building foundation (180.4 points required, 172.6 points provided). With the substantial foundation plantings provided for the Mr. Brew's building, staff is not supportive of a BSM to omit plantings along these two facades.

The landscaping ordinance specifies that 50% of the required points must be located along the main entrance side of the building and 25% of the required points must be located on the side of the building facing a public street. The plan is not meeting these requirements and will be addressed at site plan review.

Paved Area

The landscape plan is meeting the paved area requirement of 50 landscaping points per 10 parking stalls or 10,000 sq. ft. of paved area. As proposed, 470.5 points are being provided where 355 points are required. The code further specifies 30% of all points will be devoted to tall trees and 40% will be devoted to shrubs. A tall deciduous/shade tree is required at the ends of all parking rows. The plan is meeting these requirements.

Street Frontage

Code requires 100 points per 100 feet of street frontage. The landscaping ordinance also specifies that 50% of the required points must be devoted to medium trees. The landscape plan is exceeding this requirement along both frontages with 592 points supplied with 555 points required.

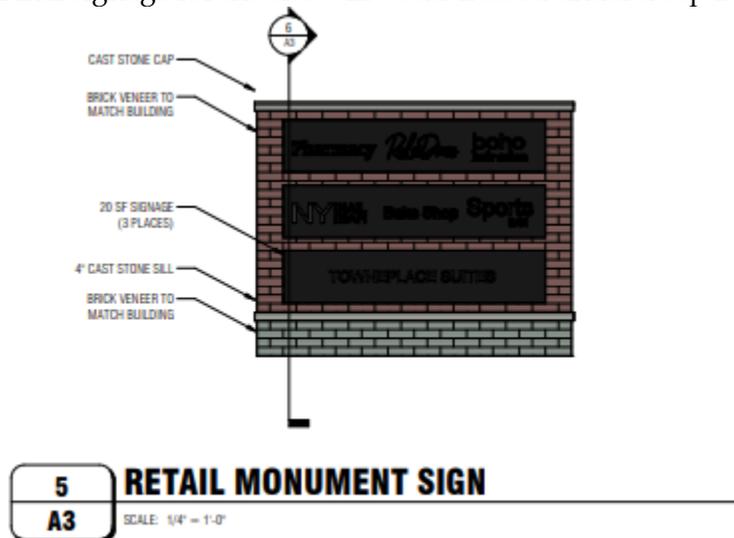
Yards

Code requires 20 landscaping points per 1,000 sq. ft. of gross floor area. The CBP standards also require 50% of yard landscaping points to be located along street frontages. The landscape plan is exceeding both of these requirements with 198.7 points proposed and 166 points required.

Signage

The applicant has not submitted sign plans, however, the elevation plans show proposed wall signage in the form of channel letters illuminated by gooseneck lamps on the south (Oshkosh Avenue-facing) and west elevation. The signs are proposed to be 18 square feet each and are within the maximum area of 1 sq. ft. per linear foot of building frontage and 15% of the wall area per building façade.

Phase 1 of this development included a 9' 8" tall monument sign with three 20 sq. ft. sign panels along the corner of Oshkosh Avenue and North Westfield Street, which is within the maximum height of 10' and maximum area of 1 sq. ft. per linear foot of street frontage allowed for signage in the CBP district. The sign has a brick veneer exterior to match the building. The proposed sign will include signage for neighboring sites that have shared access from North Westfield Street. A BSM to allow a free-standing sign with off-premise advertising was approved as part of the GDP (2018). Final signage for the site will be addressed under a separate building permit.



Site Lighting

A photometric plan has been provided by the applicant. The provided plan meets the minimum lighting level of 0.4 fc for all parking/drive areas. Lighting levels do not exceed the maximum of 0.5 fc at the east, south and west property lines, however, the lighting along the north property line has values going up to 0.67 fc. Staff is recommending a BSM for the light level to exceed the maximum allowed as the increased lighting is adjacent the shared driveway

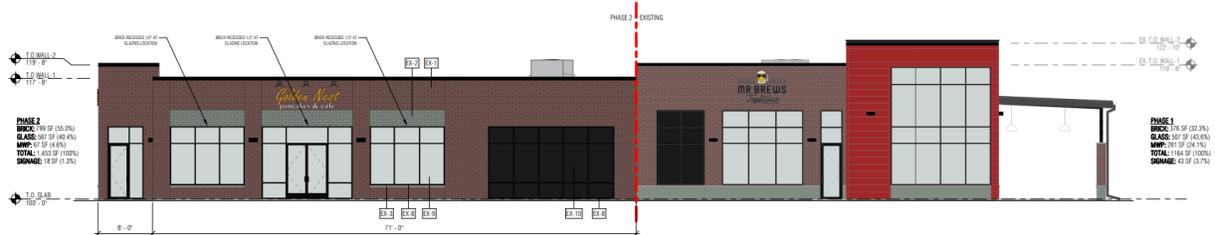
and will not negatively impact the commercial property to the north. The plan also complies with the 1.0 fc maximum allowed at the right-of-way line. The fixtures will be full cut-off fixtures and will not exceed the maximum overall height of 25'.

Building Facades

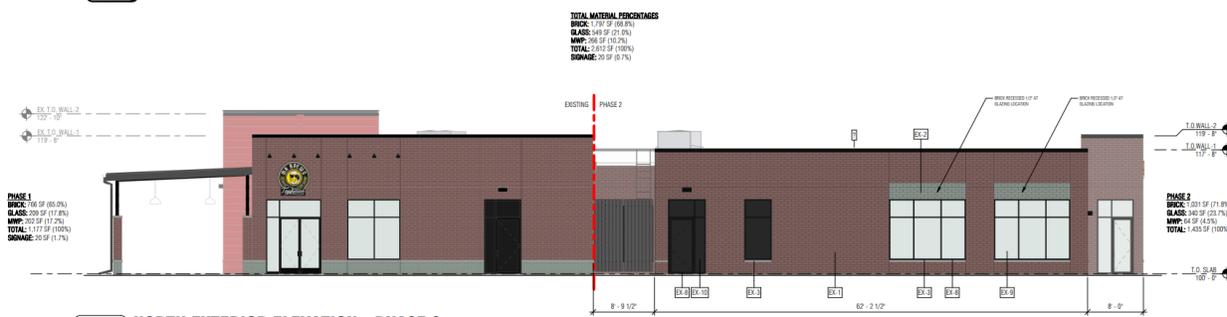
Building Materials

The Corporate Business Park standards require buildings to be clad on all sides with at least 75% Class I materials. Also, window and door area shall comprise of at least 40% of the ground floor level of the street facing facade. The specific elevations greatly exceed these requirements with the breakdown shown below:

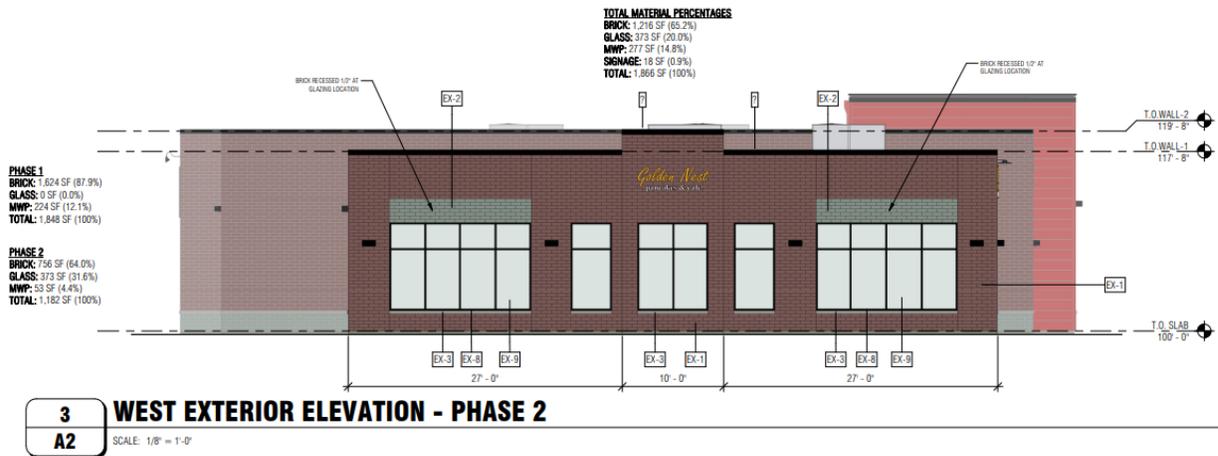
	<u>Required Class I</u>	<u>Provided Class I</u>
North	75%	95.5%
South	75%	95.4%
East	75%	N/A
West	75%	95.6%
Street facing ground floor (south facade)	40% door/window area	40.4%



1
A2 EXTERIOR SOUTH - STREET FACING - PHASE 2
SCALE: 1/8" = 1'-0"



2
A2 NORTH EXTERIOR ELEVATION - PHASE 2
SCALE: 1/8" = 1'-0"



Building elevations

Building Composition

Corporate Business Park standards require buildings to be designed with four-sided detail and a distinct base, middle and top. The base of the building shall be articulated with a horizontal expression line creating a distinct ground level zone. The mid-section shall be articulated to form an expression line which sets up the buildings top, while the top portion of the building shall include architectural features that provide distinction and clearly show a division of roof and walls. The front façade shall include architectural features which emphasize it as the front façade.

The proposed elevations for the building meet these standards as canopies and variation of materials/colors and varying roof heights provide distinction to the facades and projections related to the entrances and patio area are utilized to emphasize the front façade.

Overall Site

The applicant is requesting BSMs to increase parking, and excessive lighting along the north property line. To offset these BSMs, the applicant will be exceeding the overall landscaping point requirement for the site and is proposing Class I materials greatly exceeding the 75% minimum on all facades. Staff is comfortable that the applicant has adequately offset the requested BSMs and the overall site is complimentary to the surrounding area.

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.
- (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.

(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 Specific Implementation Plan for Phase II with the findings listed above and the proposed following conditions:

1. BSM to allow increased parking to 71 spaces, where code allows a maximum of 42 parking spaces.
2. BSM to allow lighting levels up to 0.67 foot-candles along the north property line where code allows a maximum of 0.50 foot-candles.
3. Final landscaping plan shall include foundation plantings along the north and west elevations and be reviewed and approved by the Department of Community Development.

Plan Commission recommended approval of the Specific Implementation Plan with the findings and conditions on September 17, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Ms. Davey, Mr. Loewenstein, Mr. Bowen, and Ms. Propp reported visiting the site.

Staff report accepted as part of the record.

The petitioner requests approval of a Specific Implementation Plan (SIP) for Phase II of a commercial development at the northwest corner of Oshkosh Avenue and North Westfield Street.

Mr. Nau 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 a 1.33-acre partially developed parcel at the northwest corner of Oshkosh Avenue and North Westfield Street. The property is zoned Corporate Business Park with a Planned Development Overlay (CBP-PD) and the surrounding area consists of commercial uses to the east and west, hotel to the north, and residential uses to

the south. This will be the fifth time this property has come before this body, last time being in May of 2023 for a General Development Plan (GDP) and SIP approval for Mr. Brews Taphouse restaurant development located on the property.

The applicant is proposing the second of a two-phase development. Phase I is the now completed 4,200 sq. ft. single story restaurant and sports bar, which is Mr. Brews Tap House. Located at the corner of Westfield Street and Oshkosh Avenue. Phase II is proposed to be a 4,479 sq. ft. commercial building (Golden Nest Pancakes & Café) with a 308 sq. ft. outdoor patio.

The development will have a single access from the existing shared access drive across from North Westfield Street, to the north of the site. A cross-access agreement has been recorded with the Winnebago Count Register of Deeds as part of Phase I of this development.

The applicant is requesting a Base Standard Modification (BSM) to allow 71 parking spaces for both phases, where a maximum of 42 spaces are allowed. According to the applicant, the increased parking is needed as the maximum capacity of the sports bar is up to 150 people. The applicant is trying to get closer to 71 stalls which is closer to one space per two people at maximum capacity as originally requested with the Phase I approval. Staff is supportive of the BSM for increased parking as dine-in restaurants may need more parking than code currently allows. The request is not dissimilar from other restaurant developments requesting BSMs for increased parking.

A dumpster enclosure was constructed as part of Phase I at the northwest corner of the site. It was sized appropriately to accommodate both restaurants.

The development is meeting all building and parking setbacks as required by the CBP District. There was a BSM approved with the Phase I SIP for a reduced rear yard setback to 5' from the code requirement of 25'. This development will not be encroaching anymore within that setback.

Storm water utilities were constructed with the Phase I development. The facilities were designed and constructed to accommodate both Phase I and II. The Department of Public Works reviewed the Phase II development and reported that no changes should be needed. This will be confirmed during Site Plan Review.

The landscape plan shows a combination of shrubs only along the building's south elevation, adjacent to where the proposed patio will be. No foundation plantings along the west (main entrance) and north elevations. The applicant is deficient with the total point requirement of 40 points per 100 linear feet of building foundation (180.4 points required, 172.6 points provided). With the substantial foundation plantings provided for the Mr. Brew's building, staff is not supportive of a BSM to omit plantings along these two facades. City staff will work with the developer during Site Plan Review to have this addressed. The landscape plan is meeting the paved area requirement of 50 landscaping points per 10 parking stalls. As proposed, 470.5 points are being provided where 355 points are required, which is 132% over the minimum required. Similarly, street frontage they are proposing approximately 106% of points needed, and 120 points beyond what is required for yard landscaping.

The applicant has not submitted sign plans, however, the elevation plans show proposed wall signage in the form of channel letters illuminated by gooseneck lamps on the south (Oshkosh Avenue-facing) and west elevation. The signs are proposed to be 18 square feet each and are within the maximum area of 1 sq. ft. per linear foot of building frontage. Phase I of this development included a 9' 8" tall retail monument sign with three 20 sq. ft. sign panels along the corner of Oshkosh Avenue and North Westfield Street. It has been constructed and meets the code requirements of the CBP district.

A photometric plan has been provided by the applicant. The provided plan meets the minimum lighting level of 0.4 fc for all parking/drive areas. Lighting levels do not exceed the maximum of 0.5 fc at the east, south and west property lines, however, the lighting along the north property line has values going up to 0.67 fc. Staff is recommending a BSM for the light level to exceed the maximum allowed as the increased lighting will be illuminating the main drive entrance and would not have any detrimental effect on the neighboring property to the north.

The Corporate Business Park standards require buildings to be clad on all sides with at least 75% Class I materials. Also, window and door area shall comprise of at least 40% of the ground floor level of the street facing facade. The elevations provided greatly exceed these requirements with 95.5% Class I materials on the north, 95.4% on the south, and 95.6% on the west side. The east side is abutting Mr. Brew's so that is not applicable. The street facing side is show to provide 40.4% of window and door area.

Overall, the applicant is requesting BSMs to increase parking, and excessive lighting along the north property line. To offset these BSMs, the applicant will be exceeding the overall landscaping point requirement for the site and is proposing Class I materials greatly exceeding the 75% minimum on all facades. Staff is comfortable that the applicant has adequately offset the requested BSMs and the overall site is complimentary to the surrounding area. Staff recommends approval of the Specific Implementation Plan for Phase II with the findings and conditions listed in the staff report.

Mr. Perry opened up technical questions to staff.

Mr. Perry opened public comment and asked if the applicant wanted to make any statements. The applicant was available for any questions.

Mr. Perry asked if any members of the public wished to speak. There were none so Mr. Perry 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. Perry asked if there was any discussion on the motion.

Ms. Propp stated this is a nice complimentary use, important for the two hotels, and neighbors. She likes it.

Mr. Belville stated he has been to the Golden Nest in Sun Prairie. It is a trendy place, and he mentioned while there that he wished we had one in Oshkosh. He thinks this is a great addition for this location.

Mr. Perry stated he has no problem with increasing the number of parking spaces to 71. He wishes we could make it 171, because it can get pretty busy there.

Mr. Bowen discussed the parking codes, and how staff is looking at where it works and does not work. Clearly 42 parking spaces allowed for this type of development (are not enough); we shouldn't have to do a BSM for this. He knows staff is reviewing the code.

Mr. Lyons stated as we have learned, not all restaurants and traffic generation are created equal.

Motion carried 6-0.



City of Oshkosh

Planned Development Application

For General Development Plan or Specific Implementation Plan

****PLEASE TYPE OR PRINT USING BLACK INK****

APPLICANT INFORMATION

Petitioner: Lake Shore Development of Oshkosh, LLC Date: 8/5/2024

Petitioner's Address: 230 Ohio Street, Suite 200 City: Oshkosh State: WI Zip: 54902

Telephone #: (920) 216-1083 Email: HoopmanS@firstweber.com Contact preference: Phone Email

Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer

Petitioner's Signature (required):  Date: 8/5/2024

OWNER INFORMATION

Owner(s): Lake Shore Development of Oshkosh, LLC Date: _____

Owner(s) Address: 230 Ohio Street, Suite 200 City: Oshkosh State: WI Zip: 54902

Telephone #: (920) 216-1083 Email: HoopmanS@firstweber.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: 8/5/2024

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: 1700 Oshkosh Avenue

Proposed Project Type: Sports Bar & restaurant

Estimated Cost: \$1,200,000

Current Use of Property: Vacant Zoning: CBP-PD

Land Uses Surrounding Your Site: North: Hotel CBP-PD

South: Residential SR-5

East: Convenience Store CBP-PD

West: Popeye's CBP-PD

- **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 www.ci.oshkosh.wi.us/Community_Development/Planning.htm

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: 8/5/2024



PARISH SURVEY & ENGINEERING

August 5, 2024

SIP Project Narrative

Re: Lakeshore Development – Phase 2
1700 Oshkosh Avenue

Lakeshore Development of Oshkosh, LL is requesting Specific Implementation Plan (SIP) approval for a proposed restaurant addition to the existing tavern, located in the 1700 block of Oshkosh Ave. The site is zoned CBP-PD (Corporate Business Park-Planned Development). The parcel is part of the approved GDP, Resolution 18-144. The project will be developed on Lot 1 of CSM No. 7793.

The Sport’s Bar portion of this development has been constructed on Lot 1, which includes the single-story building, the outdoor covered patio, utilities, and associated parking lot and sidewalks. The building addition for the Golden Nest restaurant is proposed for Phase 2 of this development. This building addition will be 4,479 square feet with a 308 square foot outdoor patio. The final proposed parking lot will have a total of 71 parking stalls and is located north and west of the existing and proposed building with access from the private driveway for the development. A trash enclosure constructed with Phase 1 is provided at the northwest corner of the property.

Stormwater will continue to be routed to the existing biofilter and Up-Flo filter via onsite storm sewer that was designed and constructed as a part of the original development. This biofilter and Up-Flo filter were sized to accommodate the full development of the Westfield Development.

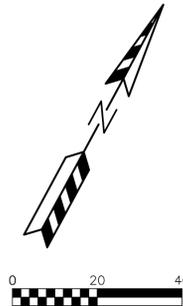
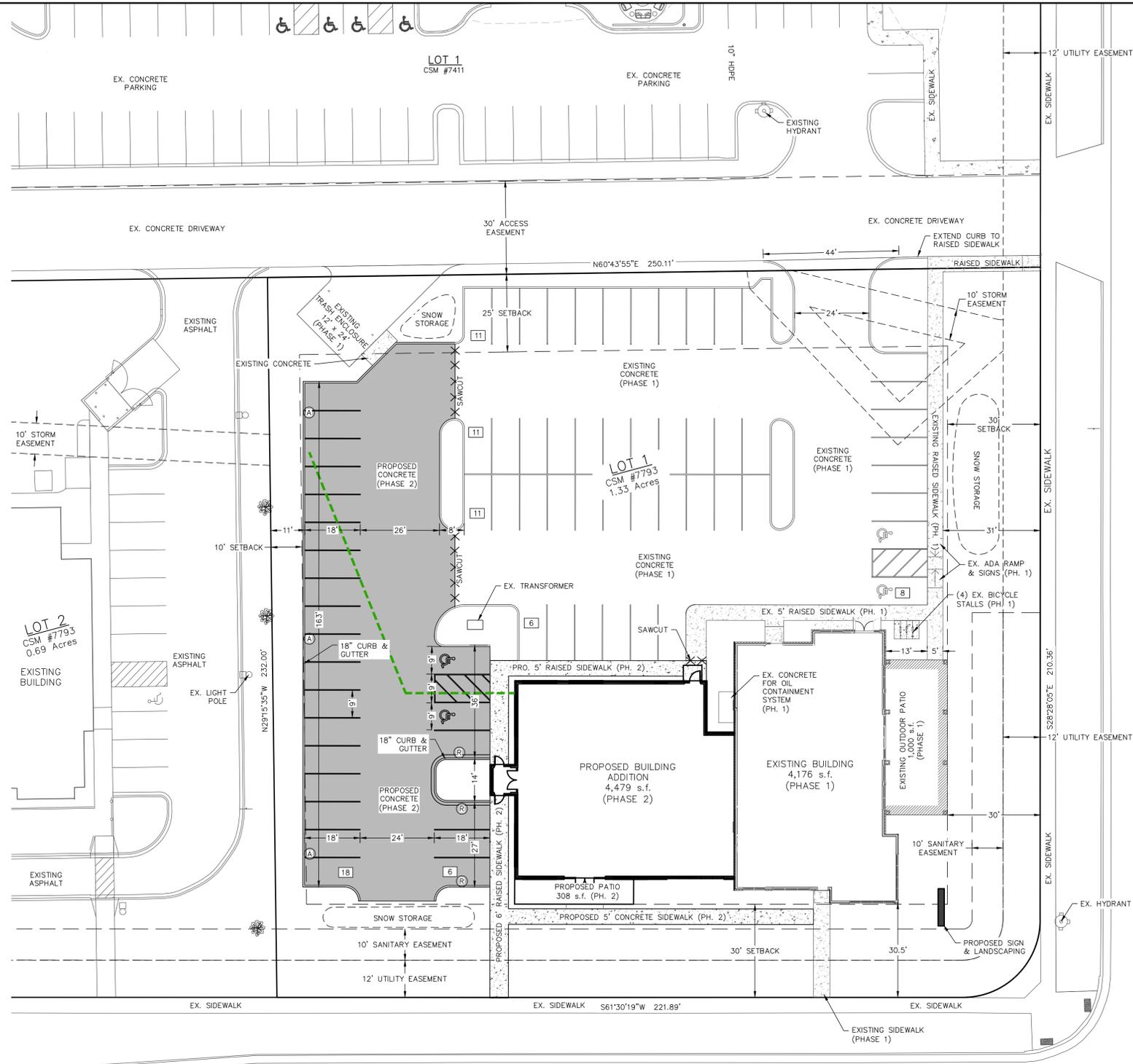
SIP Narrative Requirements:

- **Specific project themes and images**
 - The proposed building addition is a 4,479 sf single story restaurant that has an additional 308 sf outdoor patio. Proposed building materials are concrete utility brick in two (2) different colors, with a combination of storefront and curtainwall windows in percentages to meet city zoning code. Windows and openings are present on the north, west, and south facades. The east portion of the building is the shared wall of the building addition.
- **Specific mix of land uses**
 - The proposed use will include a restaurant where the food and drink is primarily prepared, served and consumed within the principal building which requires a Conditional Use in the CBP-PD district. This restaurant would be covered under the previously approved Conditional Use permit for the existing tavern.
- **Specific nonresidential densities.**
 - The proposed building will consist of a 4,479 square foot proposed building with 308 square feet of outdoor patio. Including the work completed with Phase 1 of this development, the site will include 68.79% impervious surface and 31.21% open space.

- **Specific treatment of natural features**
 - The major natural features near this property are Lake Butte des Morts and Lakeshore Park. These natural features are north of but not immediately adjacent to this development site. The proposed project will not negatively impact those natural features.
- **Specific relationship to nearby properties and public streets**
 - The proposed site is located on Oshkosh Ave and will be compatible with the surrounding CBP-PD zoning. The site is part of the corporate business park development, which includes mixed retail uses and two hotels. The outdoor patio will face Oshkosh Avenue and have building access on the west, south and north sides of the building.
- **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.**
 - The lot size is 1.33 acres. The proposed site contains an existing building and patio footprint of 5,176 s.f. (0.12 acres), a proposed building and patio footprint of 4,787 s.f. (0.11 acres), 29,888 s.f. (0.69 ac) of proposed and future impervious surfaces, and 18,084 s.f. (0.41 ac) of open space. The proposed site is comprised of 68.79% impervious surfaces and 31.21% open space. The restaurant/tavern was completed in Phase 1 and the proposed building addition will be completed in Phase 2.
- **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.**
 - The site is part of an existing approved GPD and the SIP is a requirement for this parcel.
- **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.**
 - Base standard modification for rear (north) setback reduction to 5', code requires 25' setback.
 - Additional landscaping will not fit in the rear setback due to the proximity of parking to the private access road. The development does include additional landscaping for the overall and paved area landscaping requirements to provide compensation for this BSM.
 - Base standard modification required for increased parking. Code allows a maximum of 39 stalls and 71 are provided.
 - The restaurant has indoor and outdoor dining and bar space for 150 guests. Request to increase the amount of parking stalls to provide sufficient parking if restaurant/bar is at capacity. The development does include additional landscaping for the overall and paved area landscaping requirements to provide compensation for this BSM.
- **Phasing Schedule**
 - The Mr. Brews tavern was constructed in Phase 1 and this proposed building addition for the Golden Nest restaurant will be Phase 2.

- **Agreements, bylaws, covenants, and other documents relative to the operational regulations of the development and particularly providing for permanent preservation and maintenance of common open space areas and amenities.**
 - Access, storm sewer and stormwater maintenance agreements are in place from the original development.

- **How is SIP consistent with the approved GDP?**
 - The project will utilize shared ground signage at the North Westfield and Oshkosh Avenue intersection.
 - The project will utilize shared access, cross access, and stormwater easements that were completed under the original development.
 - The project will include enhanced landscaping and building design standards compatible with the adjacent development located within the planned development.
 - The project will positively contribute to the physical appearance and functional arrangement of development in the area.
 - Public infrastructure is adjacent to the development and will be utilized to serve the proposed development.



LEGEND

- # PARKING STALLS IN A ROW
- (R) REJECT CURB
- (A) ACCEPT CURB
- EX. CONCRETE SIDEWALK (PHASE 1)
4" CRUSHED STONE BASE
4" CONCRETE
- PROPOSED CONCRETE SIDEWALK (PHASE 2)
4" CRUSHED STONE BASE
4" CONCRETE
- PROPOSED LIGHT DUTY CONCRETE (PHASE 2)
(ALL OTHER PARKING SURFACES)
6" - 1 1/2" CRUSHED STONE BASE
5" CONCRETE

SITE INFORMATION BLOCK

Site Address: 1700 Oshkosh Avenue
 Legal Description: Lot 1 CSM No. 7793
 Site Acreage: 1.33 Acres

Current Zoning: CBP-PB

Building Setback Requirements

Street	30 feet
Rear	25 feet
Side	10 feet

Parking Information

Type	Ratio	Area (s.f.)	Stalls
Restaurant	1 stall/300 s.f. GFA	9,876	33
Total Required			33
Total Provided			71

Proposed Site Areas

Description	Area (sf)	% Impervious
Phase 1 Building & Patios	5,176	8.93
Phase 1 Parking & Sidewalk	20,095	34.69
Phase 1 Impervious	25,271	43.62
Phase 1 Lawn	32,664	56.38
Overall Building & Patios	9,963	17.20
Overall Parking & Sidewalk	29,888	51.59
Overall Impervious	39,851	68.79
Overall Lawn	18,084	31.21
Total	57,935	100.00

SITE PLAN NOTES:

- DIMENSIONS ARE TO FACE OF CURB AND FACE OF BUILDING UNLESS OTHERWISE NOTED.
- WHERE CURB ENDS AT CONNECTIONS SMOOTHLY TRANSITION FROM FULL CURB HEIGHT TO ZERO CURB HEIGHT WITHIN A 3' LENGTH WHEN MATCHING INTO A PUBLIC ROW.
- ALL STRIPING AND SIGNAGE SHALL COMPLY WITH THE WISCONSIN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- CONCRETE FOR CURB, DRIVEWAYS, WALKS, AND NON-FLOOR SLABS SHALL CONFORM TO SECTION 415 OF THE STANDARD SPECIFICATIONS, GRADE A, ASTM C-94, 6 BAG MIX WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI. JOINTING SHALL BE PER SECTION 415.3.7 OF THE STANDARD SPECIFICATIONS. EXPANSION JOINTS SHALL BE PROVIDED EVERY 50'. CONCRETE SHALL BE FINISHED PER SECTION 415.3.8 WITH A MEDIUM BROOM TEXTURE. A CURING MEMBRANE IN CONFORMANCE WITH SECTION 415.3.12 IS REQUIRED.
- THE WALKWAY IN FRONT OF THE BUILDING SHALL NOT BE USED FOR STORAGE OF ITEMS.

REVISIONS:

NO.	DATE	DESCRIPTION
1	06.16.23	SNOW STORAGE AREA MODIFIED

PSE
 PARISH SURVEY & ENGINEERING
 122 Wisconsin Street, West Bend, WI 53095
 262.346.7600
 kparish@parishse.com

PROJECT TITLE:
SPORTS BAR - PHASE 2
1710 OSHKOSH AVENUE
OSHKOSH, WI 54902

PLAN TITLE:
SITE PLAN

DRAWN BY:
KJP
 DESIGNED BY:
KJP
 CHECKED BY:
KJP

PLAN DATE:
8/5/2024

PROJECT NO:
 \FW-01-19\

SUBMITTAL

SHEET NO:
C1.02

OSHKOSH AVENUE

NORTH WESTFIELD STREET

SIP AMENDMENT
1710 OSHKOSH AVENUE
PC: 9.17.2024

N KOELLER ST HOTEL ASSOC
801 E 2ND AVE STE 200
CORALVILLE IA 52241-2250

LAKE SHORE DEV OF OSH
230 OHIO ST 200
OSHKOSH WI 54902-5825

TRUE NORTH ENERGY LLC
10346 BRECKSVILLE RD
BRECKSVILLE OH 44141-3338

BLACK DOG VENTURES LLC
PO BOX 6482
MONONA WI 53716-0482

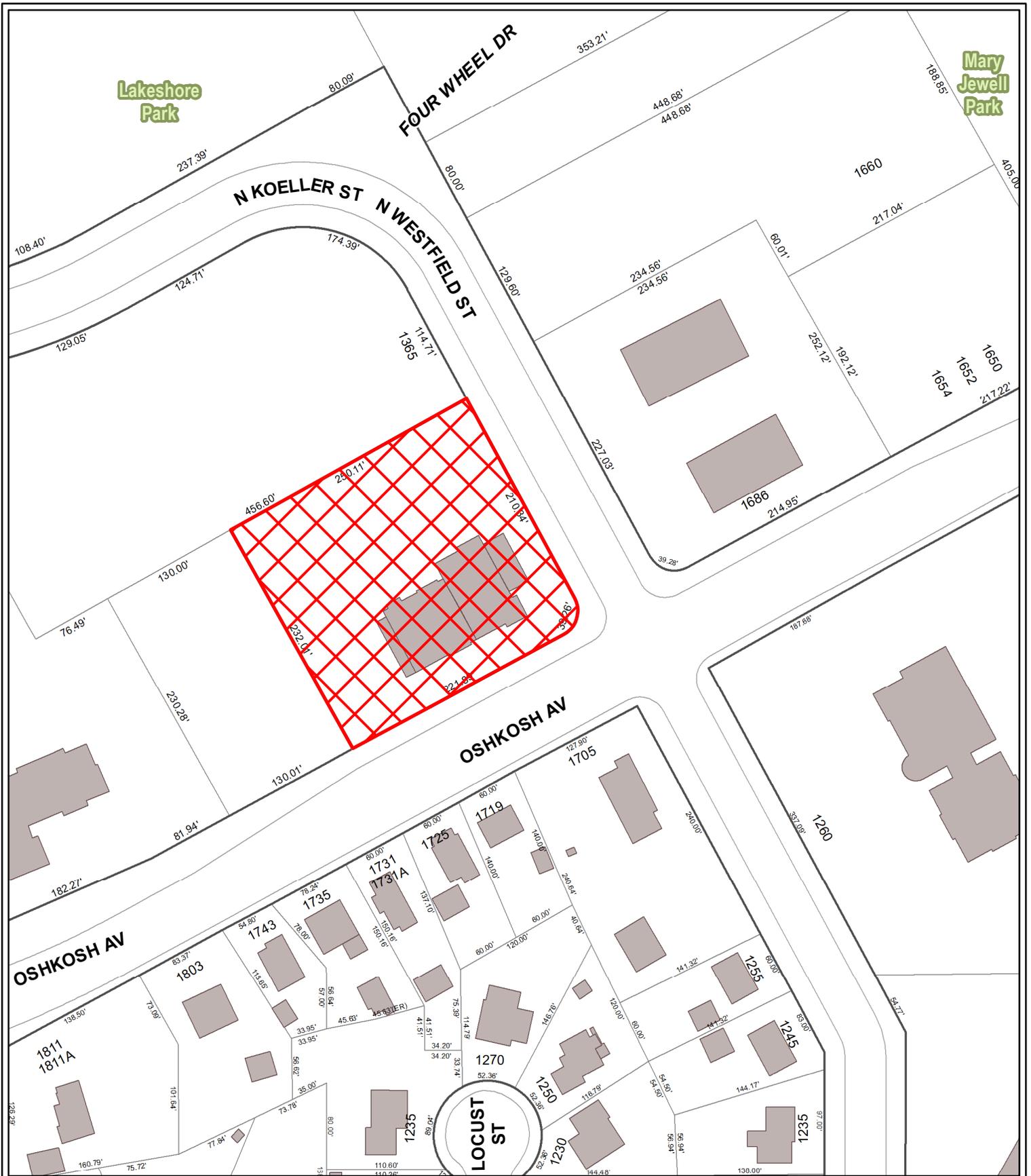
ELIZ B DAVIS CHILDRENS H
C/O US BANK TRUST DEPT
PO BOX 2448
OSHKOSH WI 54903-2448

PEGGY J SCHELL
TONY L BORCHERT
1512 N EAGLE ST
OSHKOSH WI 54902-2611

MATTHEW W WELLS
ALIZABETH A FLASCH
1725 OSHKOSH AVE
OSHKOSH WI 54902-2639

OSHKOSH POP RE LLC
1826 CLOVER DR
INVERNESS IL 60067-4640

ROWLOCK LLC
3220 SHOREWOOD DR
OSHKOSH WI 54901-1643



Lakeshore Park

Mary Jewell Park

BASE MAP



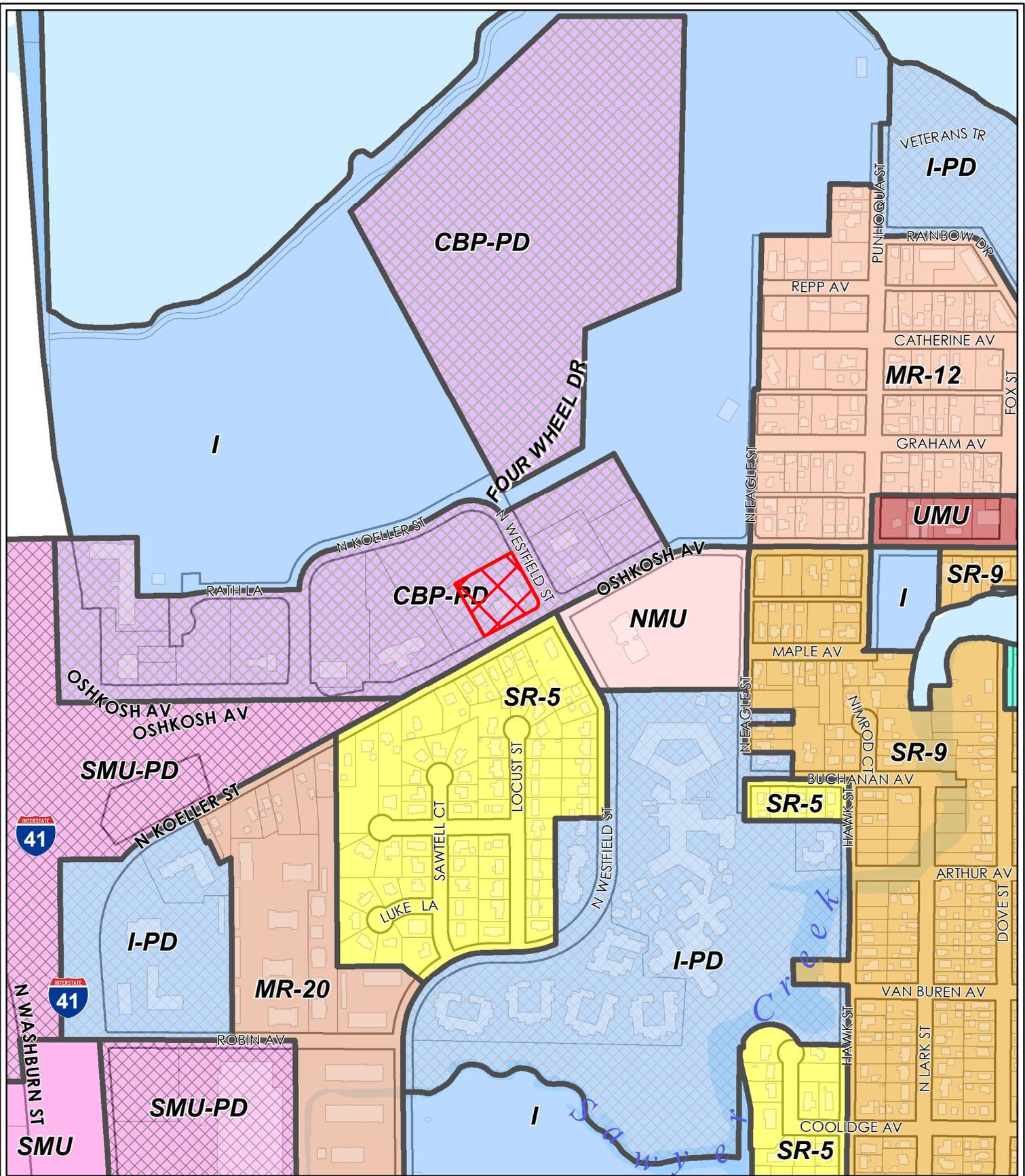
1 in = 0.02 mi
1 in = 120 ft

Printing Date: 8/26/2024

Prepared by: City of Oshkosh, WI



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ZONING MAP

N
 1 in = 0.09 mi
 1 in = 500 ft

Printing Date: 8/26/2024
 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: September 24, 2024
SUBJECT: Res 24-508 Approve Renewal of Employee Health and Dental Insurance for 2025

BACKGROUND

The City of Oshkosh manages a self-funded health insurance program as an employee benefit, which includes a variety of components such as a third-party administrator (TPA), a stop loss carrier, provider networks, and a pharmacy benefit manager (PBM). The City also manages a self-funded dental plan administered through Delta Dental, as well as Three Waves Health Clinic and Wellness Center, an employer-based clinic established in 2015 in conjunction with Winnebago County and the Oshkosh Area School District. Additionally, the City utilizes Gallagher Insurance, Risk Management, and Consulting as our benefits consultant.

ANALYSIS

After evaluating current medical plan cost trends, it was determined that the City will be incurring a 1.5% increase in projected costs in our health insurance program for 2025. This increase includes one-time costs to expand services provided via Three Waves Health Clinic and Wellness Center by relocating to a larger facility, updating equipment, and hiring additional staff.

As part of our analysis to expand services provided by Three Waves Health Clinic and Wellness Center, staff reviewed our healthcare cost trends since the inception of the clinic. National healthcare cost trends have averaged 8% increases each year. This equates to a cumulative increase of approximately 85.6% since 2015, which is the year the City established the clinic.

Since the implementation of the clinic, the City has experienced average healthcare cost increases of approximately 1.6% per year, equating to a cumulative increase of 13.1% over the same time period, outperforming trend by over 72%. Although these results cannot be definitively attributed to the implementation of Three Waves Health Clinic and Wellness Center, staff believes the employee participation in the clinic, along with ongoing wellness initiatives and moderate plan design changes, have been instrumental in the City's continued success over the past decade.

FISCAL IMPACT

Staff is estimating an overall 1.5% increase, approximately \$169,000, for the health insurance program which includes an additional one-time investment into Three Waves Health Clinic and Wellness Center of approximately \$473,300 in 2025. A 2.1% increase of approximately \$10,900 is estimated for the dental program in 2025, and the City is also currently out for bids on the stop loss insurance and plans to accept the most advantageous option for 2025.

Although the city employee focus group on health insurance, staff, and City Manager Rohloff are satisfied with the outcome of this year's process, all parties understand that it will be necessary to continue to evaluate our plan for 2026 in order to consider what changes may be necessary in order to preserve the best benefits possible for our staff at the most cost-effective level possible for our taxpayers moving forward.

RECOMMENDATION

Based on the analysis conducted, staff recommends no modification of plan design at this time,

retention of: UMR as the TPA for the health insurance program, Caremark as the PBM for the prescription drug program, Delta Dental of Wisconsin as the TPA for the dental program, and Premise Health as the administrator of the Three Waves Health Clinic and Wellness Center, as well as 1.5% and 2.1% increased funding for the health and dental insurance programs respectively.

Please let me know if you have any questions regarding this matter and thank you as always for your assistance and support.

Attachments

Res 24-508

9/24/2024

24-508

RESOLUTION

CARRIED

6-0

PURPOSE: APPROVE RENEWAL OF EMPLOYEE HEALTH AND DENTAL INSURANCE FOR 2025

INITIATED BY: ADMINISTRATIVE SERVICES

WHEREAS, the City of Oshkosh evaluated health and dental insurance programs for 2025; and

WHEREAS, the City recommends renewing agreements with UMR as the third party administrator (TPA) for the health benefits insurance plan and Caremark as the pharmacy benefit manager (PBM), continuing participation in and expansion of the Three Waves Health Clinic and Wellness Center, procuring stop-loss insurance, and maintaining the current health insurance plan design which will result in the City of Oshkosh incurring a 1.5% increase in projected costs for 2025, and will provide minimal disruption to employee-provider relationships; and

WHEREAS, Delta Dental of Wisconsin offers the most advantageous dental plan to meet the City's requirements which will result in a 2.1% percent increase in projected costs for 2025;

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 renew agreements with UMR as the TPA for the health insurance plan, Caremark as the PBM, Premise Health as administrator for the Three Waves Health Clinic and Wellness Center, expand the services for the Three Waves Health Clinic and Wellness Center, procure advantageous stop-loss insurance, and maintain current plan design for the health insurance as well as enter into and take those steps necessary to renew the agreement with Delta Dental of Wisconsin as third party administrator (TPA) for a self-funded dental insurance plan in substantially the same form as the existing agreement and endorsements, any changes in the execution copy being deemed approved by their signatures.

BE IT FURTHER RESOLVED that money for this purpose is hereby appropriated from:

Acct. No. 06010903 6404 Health and Dental Insurance



TO: Honorable Mayor and Members of the Common Council
FROM: Ray Maurer
DATE: September 24, 2024
SUBJECT: Res 24-509 Authorize 2025 Grant Application – Wisconsin Department of Natural Resources Urban Forestry Grant

BACKGROUND

The Wisconsin Department of Natural Resources has grant funds available in 2025 designated for urban forestry projects. The City of Oshkosh meets several criteria for the grant and is eligible to receive these funds which would be used to update a 2012 Urban Forestry Management Plan that provides a framework for policy and action that guides city government decision making to help Oshkosh maintain, preserve, enhance, and restore its urban forest.

ANALYSIS

The City of Oshkosh Parks Department actively seeks funding to assist with the urban forestry program. This grant would specifically relate to developing a current Urban Forestry Management Plan.

FISCAL IMPACT

Grant amount requested is \$25,000 which would be matched at 50% by the Oshkosh Area Community Foundations Taking Root Fund.

RECOMMENDATION

Staff recommends the Common Council approve submitting the grant application.

Attachments

Res 24-509

9/24/2024

24-509

RESOLUTION

CARRIED

6-0

PURPOSE: AUTHORIZE 2024 GRANT APPLICATION –WISCONSIN DEPARTMENT OF NATURAL RESOURCES URBAN FORESTRY GRANT

INITIATED BY: PARKS DEPARTMENT

WHEREAS, the Wisconsin Department of Natural Resources has made available grant money for urban forestry projects; and

WHEREAS, the City of Oshkosh has identified the need update the 2012 Urban Forestry Management Plan to use as a framework for policy and action that guides the city government decision-making to help Oshkosh maintain, preserve, enhance, and restore its urban forest.

WHEREAS, the City of Oshkosh is interested in obtaining a grant from the Wisconsin Department of Natural Resources and

WHEREAS, the City of Oshkosh hereby attests to the validity and veracity of the statements and representations contained in the grant application.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that City staff is hereby authorized to submit a grant application for the Wisconsin Department of Natural Resources Urban Forestry Grants in the amount of \$50,000 that includes a \$25,000 match from the Oshkosh Area Community Foundation's Taking Root fund.

BE IT FURTHER RESOLVED the applicant will complete the project and execute any and all documents required for purposes of the same, including the following:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

BE IT FURTHER RESOLVED that the proper City officials are and are further authorized and directed, if said grant is awarded, to accept such funds, pursuant to the terms of the grant application and will comply with all local, state and federal rules, regulations and ordinances relating to this project.



TO: Honorable Mayor and Members of the Common Council
FROM: Ray Maurer
DATE: September 24, 2024
SUBJECT: Res 24-510 Approve Change Order No. 1 (Final) for Public Works Contract No. 22-12 New Parks Facility / SMA Construction Services, LLC (+\$27,534.55)

BACKGROUND

Change Order No. 1 (Final) for Contract 22-12 is scheduled for consideration by the Common Council (Council) at the September 24, 2024 Council meeting. The Contract was originally awarded to SMA Construction Services, LLC in April of 2022. This change order is for additional services requested by the City.

ANALYSIS

Following is a summary of changes and associated costs for this change order:

Item	Work Change Directive	Description	Action	Amount
1a.	02	Gate operative removal at Auto Gate #2	Deduct	-\$9,000.00
1b.	04	Revisions to Lunch/Training 120	Deduct	-\$626.00
1c.	05	Provide cores and keys per Owner Specifications	Add	+\$1,685.41
1d.	06	Adjust location of water/FP riser and UG service	Add	+\$5,688.77
1e.	09	Paint scope adjustments -- finalized	Add	+\$9,242.69
1f.	10	Site sign -- concrete base	Add	+\$10,534.43
1g.	11	Install E-Strike opening 126B	Add	+\$1,430.26
1h.	12	8-ft wide gate	Add	+\$1,024.77
1i.	13	Changes to signage	Deduct	-\$387.38
1j.	14	Remove section of Idaho Avenue (10' x 67') and repave	Add	+\$4,942.20
1k.	15	Site card readers	Add	+\$13,698.30
1l.	16	Jib crane -- fill arm	Add	+\$12,109.67
1m.	17	Unit price soil -- allowance	Deduct	-\$28,500.00
1n.	19	Vestibule air transfer grille	Add	+\$548.86
1o.	20	Pressure washer soap function	Add	+\$5,142.57

TOTAL VALUE OF CHANGE ORDER NO. 1 (FINAL)

+\$27,534.55

FISCAL IMPACT

Funding for this Change Order is in the CIP (Account No. 03230610-7214-63115/Parks Division-Buildings & Building Imprvmnts-Parks Facility Improvements).

RECOMMENDATION

I recommend approval of Change Order No. 1 (Final) to Contact No. 22-12 in the amount of +\$27,534.55 to SMA Construction Services, LLC.

Attachments

Res 24-510

22-12 CO #1 (Final)

09/24/2024

24-510

RESOLUTION

CARRIED

6-0

PURPOSE: APPROVE CHANGE ORDER NO. 1 (FINAL) FOR PUBLIC WORKS CONTRACT NO. 22-12 NEW PARKS FACILITY / SMA CONSTRUCTION SERVICES, LLC (+\$27,534.55)

INITIATED BY: PARKS DEPARTMENT

BE IT RESOLVED by the Common Council of the City of Oshkosh that the following change orders, a copy of which is attached, are hereby approved:

SMA CONSTRUCTION SERVICES, LLC
201 West Walnut St, Ste 301
Green Bay WI 54303

Net Increase to Contract: \$27,534.55

PURPOSE: See attached Change Orders.

Acct. No.
03230610-7214-63115 Parks Division-Buildings & Building Imprvmts-Parks Facility Improvements

Change Order No. 1 (Final)
 City of Oshkosh Contract No. 22-12
 New Parks Facility
 Contractor: SMA Construction Services, LLC

RECEIVED

August 20, 2024

SEP 16 2024

DEPT OF PUBLIC WORKS
 OSHKOSH, WISCONSIN

This document shall become a supplement to City of Oshkosh Contract No. 22-12 and all provisions will apply hereto.

TABLE 1

Description of Requested Changes

Item	WCD No.	Description	Action	Amount
1a.	02	Gate Operator Removal at Auto Gate #2	Deduct	\$9,000.00
1b.	04	Revisions to Lunch/Training 120	Deduct	\$626.00
1c.	05	Provide Cores & Keys per Owner Specifications	Add	\$1,685.41
1d.	06	Adjust Location of Water/FP Riser and UG Service	Add	\$5,688.77
1e.	09	Paint Scope Adjustments - Finalized	Add	\$9,242.69
1f.	10	Site Sign - Concrete Base	Add	\$10,534.43
1g.	11	Install E Strike Opening 126B	Add	\$1,430.26
1h.	12	8 ft wide Gate	Add	\$1,024.77
1i.	13	Changes to Signage	Deduct	\$387.38
1j.	14	Remove Section of Idaho Ave (10'x67') & Repave	Add	\$4,942.20
1k.	15	Site Card Readers	Add	\$13,698.30
1l.	16	Jib Crane - Fill Arm	Add	\$12,109.67
1m.	17	Unit Price Soil - Allowance	Deduct	\$28,500.00
1n.	19	Vestibule Air Transfer Grille	Add	\$548.86
1o.	20	Pressure Washer Soap Function	Add	\$5,142.57
TOTAL VALUE OF CHANGE ORDER NO. 1 (FINAL)			Add	\$27,534.55

TABLE 2

Adjustments to Contract Price and Contract Time

Contract Price Adjustment	Amount
Original Contract Price	\$8,943,500.00
Previous Change Orders	\$0.00
Adjustments in Contract Price this Change Order	\$27,534.55
Current Contract Price including this Change Order	\$8,971,034.55

Contract Duration Adjustment	Duration
Original Contract Duration	458 days
Previous Change Orders	0 days
Adjustment to Contract Duration this Change Order	97 days
Current Contract Duration including this Change Order	555 days
Revised Contract Substantial Completion Date	October 20, 2023

RECOMMENDED



 Kueny Architects, LLC

09/16/2024

 Date

APPROVED

 SMA Construction Services, LLC

 Date

APPROVED BY OWNER

 City Manager

 Date

 City Clerk

 Date

I certify that provision has been made to pay the liability that will accrue to the City of Oshkosh, Wisconsin under this Change Order.

 City Comptroller

 Date

APPROVED AS TO FORM

 City Attorney

 Date

RECEIVED

JUN - 2 2023

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN



10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*
New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION
WCD Number: 02
Date: June 02, 2023

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

1. Removal of (2) operators at Site Automatic Gate #2.
 - a. Remove Operators (2) & Install / \$4,500 ea. \$9,000.00
2. The G.C. is to maintain the 20'-0" wide manual gate.
 - a. The G.C. is to maintain the raceway and panel requirements

Attachments: Contractor cost proposal (CR #2).

Proposed Change in Contract Price and Contract Time

Contract Price: (9,000.00) (decrease)

Contract Time: No change

Basis of Estimated Change in Contract Price

- Lump Sum
- Unit Price
- Cost of the Work
- Other

RECOMMENDED:

Kuery Architects

Architect

DocuSigned by:

Jon Wallenkamp

79056DBD3D26478...

By (Signature)

Jon Wallenkamp

Printed Name

June 02, 2023

Date

AUTHORIZED BY:

City of Oshkosh

Owner

DocuSigned by:

Ray Maurer

CE39BB6B78524C2...

By (Signature)

Ray Maurer

Printed Name

6/27/2023

Date

RECEIVED:

SMA Construction

Contractor

DocuSigned by:

Kevin Winkler

19A0A9F24344429...

By (Signature)

Kevin Winkler

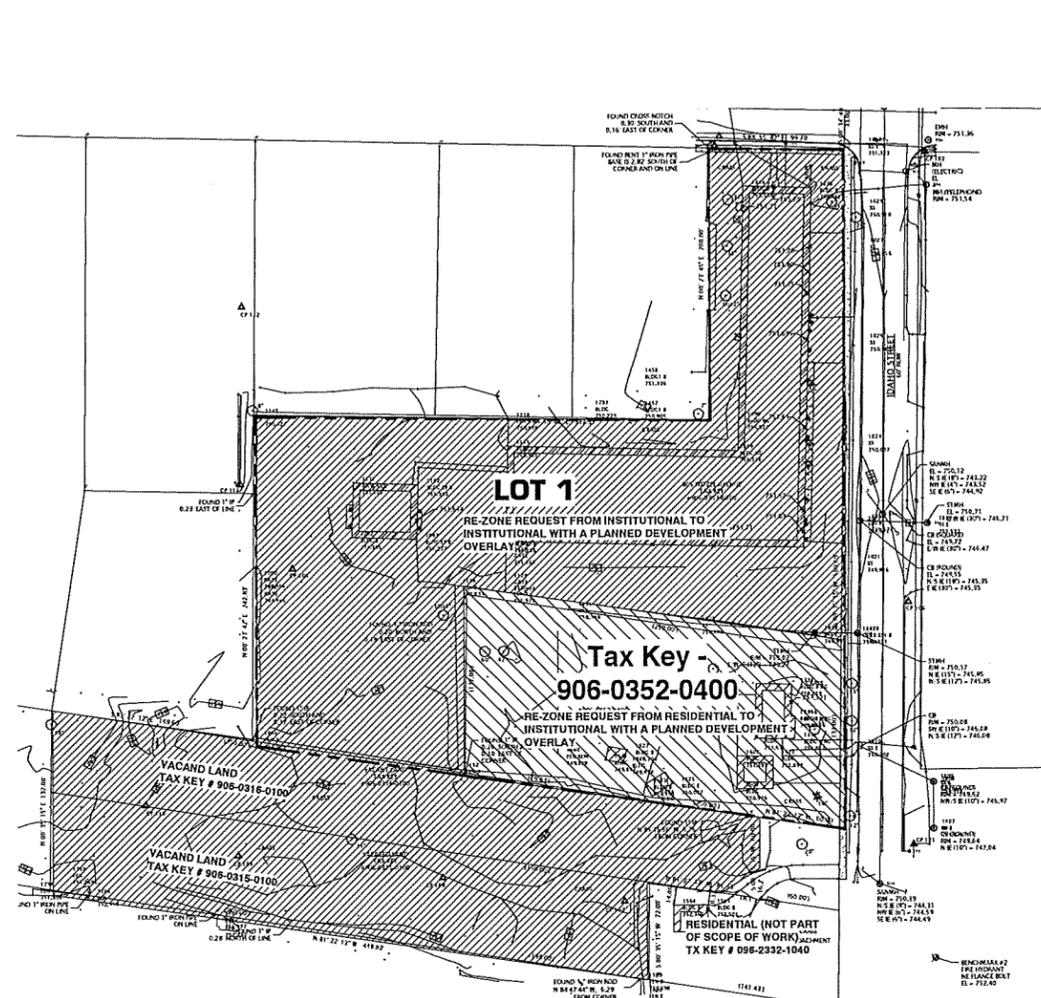
Printed Name

6/28/2023

Date

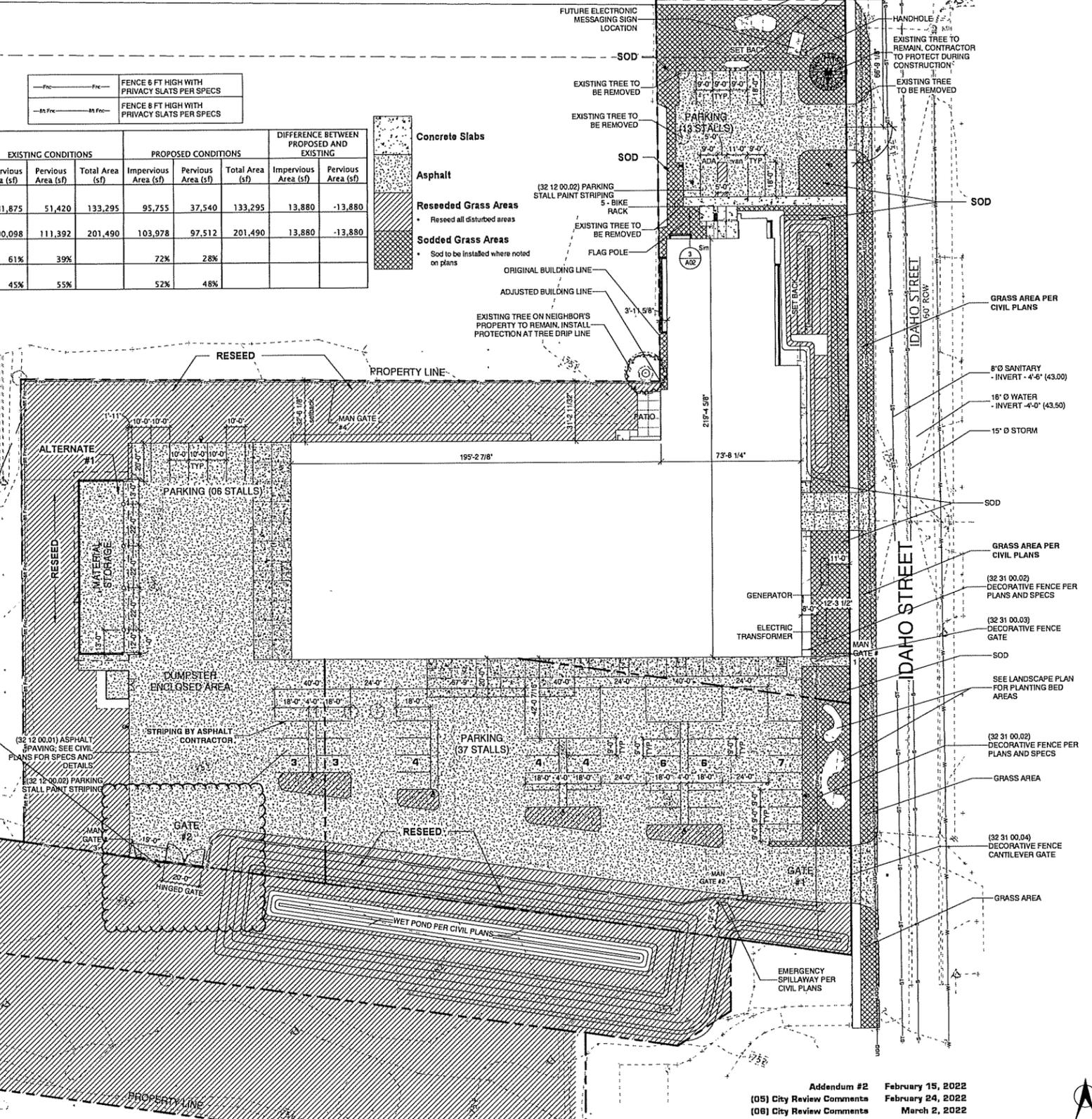


WITZEL AVENUE



2 Site Plan - Existing Zoning Plan
1" = 60'-0"

Areas	EXISTING CONDITIONS			PROPOSED CONDITIONS			DIFFERENCE BETWEEN PROPOSED AND EXISTING	
	Impervious Area (sf)	Pervious Area (sf)	Total Area (sf)	Impervious Area (sf)	Pervious Area (sf)	Total Area (sf)	Impervious Area (sf)	Pervious Area (sf)
Within the Proposed Disturbed Area (sf)	81,875	51,420	133,295	95,755	37,540	133,295	13,880	-13,880
Total Property Area (sf)	90,098	111,392	201,490	103,978	97,512	201,490	13,880	-13,880
Areas To Be Disturbed (%)	61%	39%		72%	28%			
Total Property Area (%)	45%	55%		52%	48%			



3 Architectural Site Plan
1" = 30'-0"

Addendum #2 February 15, 2022
 (05) City Review Comments February 24, 2022
 (08) City Review Comments March 2, 2022
 PR #01 - Lunch / Training Adjustment November 23, 2022
Site Plan
 kuenyarch.com ©2022 Kueny Architects L.L.C. - All Rights Reserved
 Parks Department Facility - City of Oakkosh - Project # 22-12
 805 Witzel Ave, Oakkosh, WI 53902
 February 01, 2022





CHANGE REQUEST

NUMBER: 2R1

 TO: Jon Wallenkamp
Kueny Architects

 Job: 22010 - Oshkosh New Parks Facility
Date: 12.15.2022

CC: Stephanie Abhold

DESCRIPTION: CR 2 - Gate #2 Requested Changes - Revised

Breakdown:

 Patriot Fencing - Remove Operators (2) & Install \$4,500 ea. (\$9,000.00)
Gate Size remains at 20' wide.

Requesting CONTRACT TIME increase / decrease by ____NA____.	Subtotal:	(\$9,000.00)
	Mark-up:	
	Bond:	
	TOTAL:	<u>(\$9,000.00)</u>

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

 Kevin Winkler
SMA Construction Services

ACCEPTED BY ARCHITECT

 Jon Wallenkamp
Kueny Architects

AUTHORIZED BY OWNER

 Raymond Maurer
City Of Oshkosh

 BY: Kevin Winkler

 Date: 12.15.2022

BY: _____

Date: _____

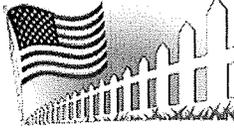
BY: _____

Date: _____

PROJECT	
CITY OF OSHKOSH PARK	
DOCUMENTS USED THIS QUOTE:	
PLANS:	A101, A103
SPECS:	323113, 323119
ADDENDA:	1,2,3,4,5
START:	
COMPLETION:	

PHONE/FAX
 (262)521-0029
MAILING
 PO Box 596
 Sussex, WI 53089
SHIPPING
 926 Silvernail Rd
 Pewaukee, WI 53072

BID DATE	RFQ Wednesday, November 30, 2022
PROPOSAL #	22- 130CO#1R1
DATE	Monday, December 5, 2022
PREPARED BY	Trevor Schroeder (262)388-3758 jae@patriotfencing.com



PATRIOT FENCE AND CONSTRUCTION LLC.

Furnish & install (with NON UNION/OPEN SHOP LABOR) per specifications unless otherwise noted:					
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	PRICE	TOTAL
CHANGE ORDER #1					
CHANGES PER REVIEWED SUBMITTAL					

DEDUCT	(GATE #2) OMIT GATE OPERATORS AND COMPONENTS	1	LS		
	-MATERIAL			\$ (6,705.00)	
	-LABOR			\$ (2,295.00)	
					DEDUCT
					\$ (9,000.00)

PRICING GOOD FOR 30 DAYS.

RECEIVED


**KUENY
ARCHITECTS**

10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158

MAR 20 2023

Telephone: 262.857.8101 website: www.kuenyarch.com

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*
New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION
WCD Number: 04
Date: March 16, 2023

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

- PR #1 - Revisions to Lunch/Training 120 (\$626.00)

Attachments:

- Contractor cost proposal (CR #4R1).
- Kueny Architects Proposal Request (PR #01).

Proposed Change in Contract Price and Contract Time

Contract Price: (626.00) (decrease)

Contract Time: No change

Basis of Estimated Change in Contract Price

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

Kueny Architects
 Architect
 DocuSigned by:
 Jon Wallenkamp
 0F642699DBFA92...
 By (Signature)

City of Oshkosh
 Owner
 DocuSigned by:
 Ray Maurer
 CE39B6997052402...
 By (Signature)

SMA Construction
 Contractor
 DocuSigned by:
 Kevin Winkler
 19A0A31F24344428...
 By (Signature)

Jon Wallenkamp
 Printed Name

Ray Maurer
 Printed Name

Kevin Winkler
 Printed Name

March 16, 2023
 Date

4/8/2023
 Date

4/4/2023
 Date





CHANGE REQUEST

NUMBER: 4

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 1.11.2023

CC: Stephanie Abhold

DESCRIPTION: PR #1 - Revison to Lunch/Training 120

Breakdown: See Separate

SMA	(\$2,780.00)
S&D Masonry	(\$4,000.00)
Kohel Drywall - Excel Engineering Redraft/Design Fee	\$500.00
Verhalen	(\$152.00)
JAK Enterprises	(\$1,510.00)
Fireline	\$756.00
Edgewater Plumbing	\$385.00
Sure Fire	\$0.00
Pieper Power	\$6,175.00

Subtotal: (\$626.00)

Mark-up:

Bond:

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: (\$626.00)

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

ACCEPTED BY ARCHITECT

AUTHORIZED BY OWNER

Kevin Winkler
SMA Construction Services

Jon Wallenkamp
Kueny Architects

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler

Date: 1.11.2023

BY: _____

Date: _____

BY: _____

Date: _____



CHANGE REQUEST

NUMBER:

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 Oshkosh New Parks Facility
Date: 11.16.2022

CC: Stephanie Abhold

DESCRIPTION: PR # 1 - SMA Scope Breakout

Breakdown: Removal of Planter; Reduction in Slab on Grade Area; Casework

Concrete Materials - 12 CY (\$1,020.00)

Concrete Labor - 18 MH @ \$80/HR (\$1,440.00)

Casework Installation - 4 MH @\$80/HR (\$320.00)

Subtotal: (\$2,780.00)

TOTAL: (\$2,780.00)



W3170 Sunshine Rd
Kaukauna, WI 54130

**SHELFHOUT
DECLEENE
MASONRY INC**

Phone: 920-450-3104
Fax: 920-734-9719
www.sdmasonry.com

12/14/2022

PROJECT: Parks Facility Oshkosh
SUBJECT: BID

Price Includes

- A. Material and labor to install exterior split face and concrete brick
- B. Material and labor to install interior 6" and 8" CMU
- C. Pilasters and rods
- D. Bond Beams and rods
- E. Dur o wall 16" o/c
- F. Gray and colored mortar
- G. Rubbing walls to receive paint
- H. Control joints and caulk
- I. Installing lintels and door frames supplied by others
- J. Washing exterior masonry
- K. Flashing, weep vents and mortar net
- L. Mold charge

We will do the above work for the amount of:

PR#1 40' planter DEDUCT this amount: **\$4,000.00**

Items that are not included

- A. Winter Protection
- B. Air Barrier
- C. Dumpster and Sign base
- D. Rigid Insulation behind masonry
- E. \$100 per water tote of water

Alternates None
Addendums One Two Three four Five
Plans dated 2/1/2022

Thank You
Schelfhout & DeCleene Masonry LLC
Scott Schelfhout
President
scott@sdmasonry.com



December 13, 2022

SMA Construction
201 W. Walnut St. Suite 301
Green Bay, WI 54303

Attn: Kevin Winkler

Re: Oshkosh Parks Dept. Facility

VerHalen Commercial Interiors is pleased to provide additional pricing for the above referenced project. We have proceeded with this added work per your direction.

COR #2 – PR#1

Total Deduct: (\$ 152)

Clarifications/Qualifications

1. All base bid clarifications, inclusions, exclusions, from our subcontract agreement shall apply to this change order request.
2. Changes per PR#2.

Exclusions

1. Overtime & acceleration
2. Patch/repair existing

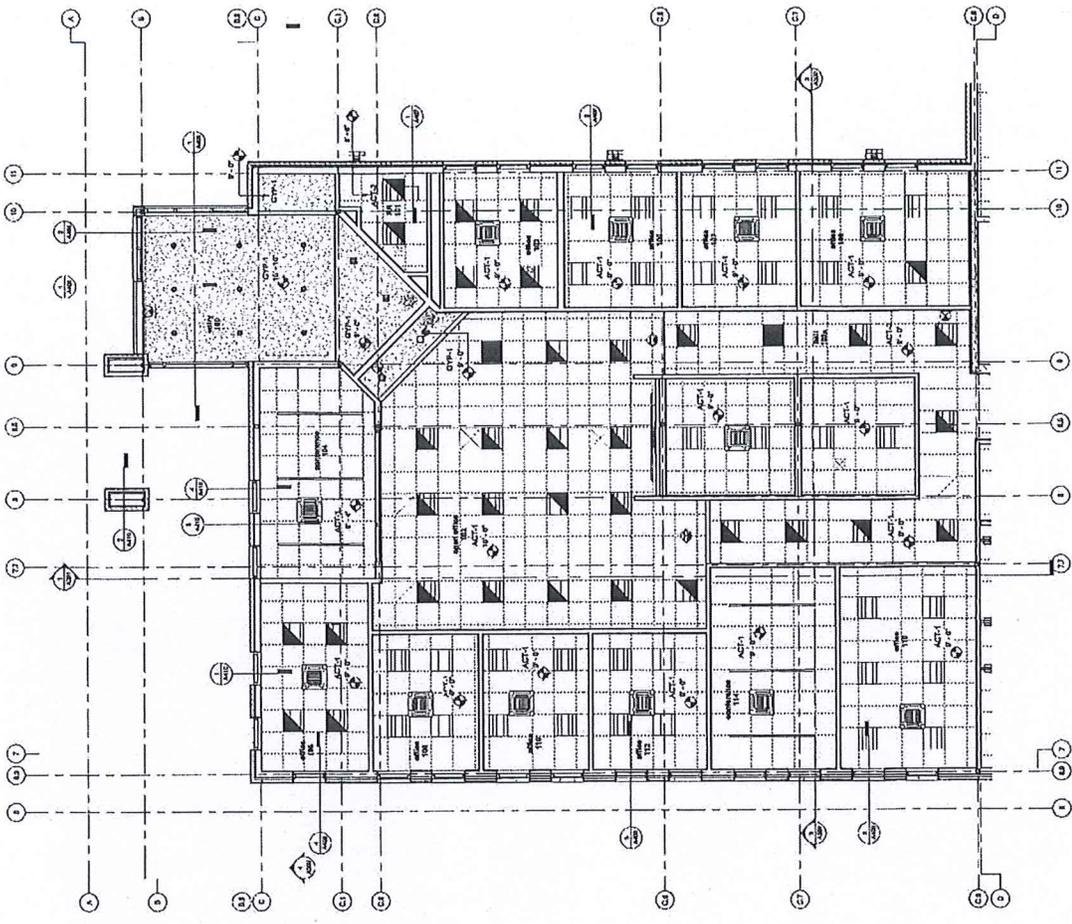
Sincerely,

VerHalen Commercial Interiors

A handwritten signature in black ink, appearing to read "Chris A. [unclear]", is written over the typed name of the Senior Project Manager.

Senior Project Manager

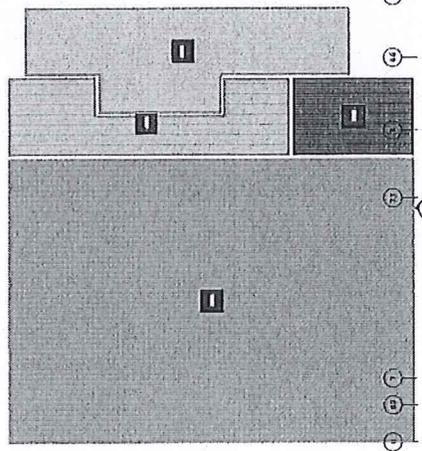
Attachments – COR Backup (1 pages)



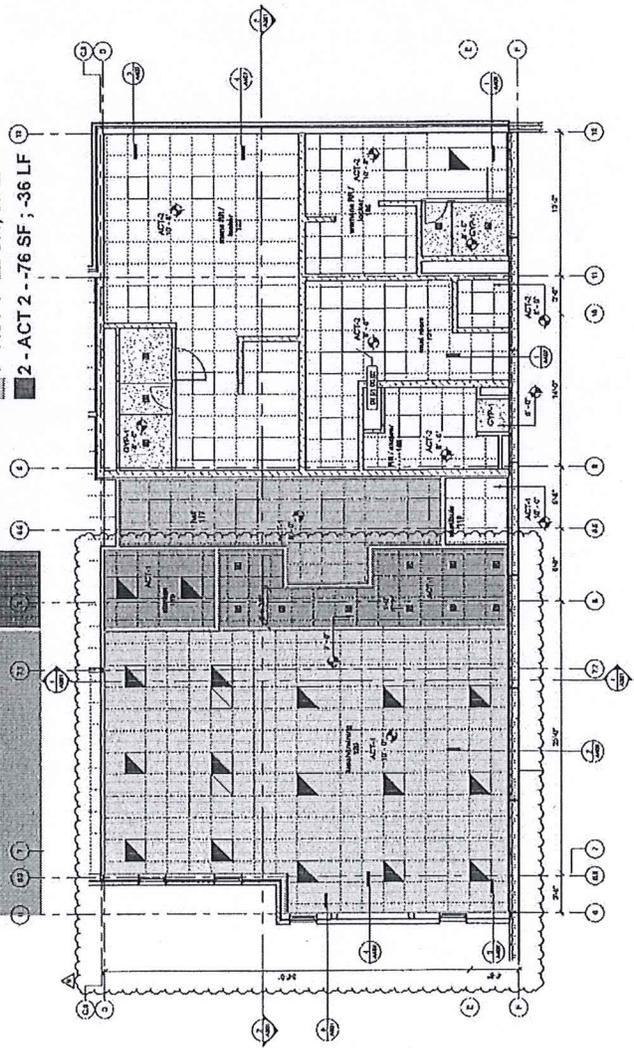
1 Enlarged Ceiling Plan - Administration
3/4" = 1'-0"

PR 4171 - Lunch / Toilet/ Administration November 23, 2022

KEYNOTE LEGEND
Spec # Description



1 - ACT 1 - 22 SF ; 37 LF
2 - ACT 2 -- 76 SF ; -36 LF



2 Enlarged Ceiling Plan - RR and Locker
3/4" = 1'-0"



Manufacturers of Quality Commercial Cabinetry

January 12, 2023

CHANGE ORDER

Kevin Winkler
SMA Construction
Oshkosh Parks

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

TOTAL COST OF CHANGES \$ (1,510.00)

Payment to be made as follows: Terms: Net 30 days. Note: We may withdraw this proposal if not accepted within 60 days.

No drawings will be completed until a contract revision is received. We hereby submit estimates for:

ITEM	TOTAL PRICE
ORIGINAL AMOUNT:	\$
CHANGES:	
* 117 Hall - Eliminate Solid Surface Countertop and Supports	(1,510.00)
NET CHANGES:	(1,510.00)
TAX:	-
TOTAL CHANGES:	(1,510.00)
NEW CONTRACT AMOUNT	\$

Acceptance of Proposal - The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by: _____ Date: _____

1665 Lamers Drive, Little Chute, WI 54140-2519
Phone: (920) 687-4090 ** Fax: (920) 687-4091



Change Order Request

Fireline Sprinkler LLC
 5036 Clairemont Dr
 Appleton WI 54913
 PH: 920-757-9590

Fireline Sprinkler LLC
 36360 Schansberg Rd
 Whitehall WI 54773
 PH: 715-538-1327

Date: 12/8/2022 Job #: 12659-22 Job Name: New Parks Facility
 RFI/CB/CO#: CO #1 REV Contractor/Owner: SMA Construction

Cost Summary

Description of Work:

New set of plans affecting the training room, making the area smaller and flipping a storage room from North to South in that room.

Installation Labor:	\$	-
Fabrication Labor:	\$	-
Engineering Labor:	\$	720.00
Materials:	\$	-
Equipment:	\$	-
Miscellaneous:	\$	-
Subtotal:	\$	720.00
5% Markup	\$	36.00
Total:	\$	756.00

Detail Breakdown

Labor	Qty	Unit Cost	Total Cost
Installation	0	\$ 100.00	\$ -
Fabrication	0	\$ 75.00	\$ -
Engineer	8	\$ 90.00	\$ 720.00

Materials	Total Cost
Fire pump	\$ -

Sub-Contractor	Total Cost	Equipment	Total Cost
	\$ -		\$ -
	\$ -		\$ -

Signature: _____ Date: _____

This change order specifically excludes all escalation of prices of materials and equipment experienced by Fireline Sprinkler from the date of the executed change order until the procurement of the needed material or equipment associated with this increased scope of work.



CHANGE ORDER

4320 Industrial Court, Sheboygan, WI 53083
PH: (920) 452-7586 FAX: (920) 452-9880

TO: SMA Construction
201 W. Walnut Street
Suite 301
Green Bay, WI 54303

THIS CHANGE ORDER NO. 1
DATE OF CHANGE ORDER 12/30/2022
PROJECT NAME New Parks Facility
CONTRACT NO. 22010.15400

UNDER OUR CONTRACT AGREEMENT DATED April 21, 2022

You are hereby authorized to make the following change(s) in accordance with the terms and conditions of our Contract Agreement, identified above:

PR #01

This change order request includes labor and materials to add an additional drain line to the relocated P-7 break room sink.

For the (Additive) (~~Deductive~~) sum of: Three hundred eighty five and 00/100
Dollars (\$ 385.00).



PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

February 1, 2023

SMA Construction
201 W Walnut St #301
Green Bay, WI 54303

Re: Oshkosh Parks

Attn: Kevin Winkler

Electrical scope for PR #1 including:

- Add (2) fire alarm pull stations.
- Flip flopping all of the receptacles and data to the new location of the counter.
- Delete (1) data location
- Supplying (1) Type A1 2x2 lay in fixture in lieu of the S6 called out

Note:

- Added (1) extra pull station in this proposal than what is shown on the PR

Pieper Price Breakout:	Add (2) Fire Pull Stations = \$1,353.00
	Remaining PR 1 Scope = \$4,822.00
	TOTAL: = \$6,175.00

Scott Westphal
Project Manager
Northeast WI | Pieper Electric
2400 Industrial Dr. |
Neenah, WI 54956 Cell:
(920) 442-0833



<http://www.pieperpower.com/>

SAFETY: Working Together For Tomorrow



Rev 04.20

TERMS AND CONDITIONS OF SALE

1. **LIEN NOTICE.** As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.

2. **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the Buyer ordering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.

3. **PROPOSAL.** Seller is responsible for, and shall have sole control of, the construction methods, sequence and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.

4. **CONSTRUCTION MATERIALS.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.

5. **ACCESS TO WORK AND SITE.** Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conducting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.

6. **INSURANCE.** Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurance as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.

7. **ENVIRONMENTAL HAZARDS.** Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.

8. **SITE CONDITIONS.** Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The razing, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an add-on.

9. **PAYMENT.** Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorney's fees. Seller shall furnish two waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportional value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from terms of the warranty included in this Agreement. No retention shall apply to any of the work.

10. **JOB SIGN.** Buyer agrees to allow Seller to display a construction sign at the Project Site.

11. **CHANGES.** No changes, additions, alterations, deletions or omissions to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of such changes being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.

12. **WORK STOPPAGE.** Should work be stopped for any reason, including but not limited to, public authority, Force Majeure event defined in paragraph 13, or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Order or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.

13. **DELAY.** Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, changes by Buyer, work performed by Buyer (or Buyer's separate contractors) or

governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, a Force Majeure event (including but not limited to war, riots, insurrections, hurricanes, tsunamis, floods, lightning, explosions, strikes, lockouts, boycotts, lockouts, slowdowns, strikes, terrorism, unforeseen governmental legislation, action or declaration, or health emergency (including local, regional, or nation-wide events or pandemics)). Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control. Any such delay shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

14. **DISPUTES.** These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms of the Project hereunder, may, at Seller's option, be venue in Milwaukee County Circuit Court, Wisconsin. Buyer may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.

15. **WARRANTY.** Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents include a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement of the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, consequential, or special. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorneys' fees arising from work not done by Seller's own workforce.

16. **CONFLICTS/INCONSISTENCIES.** If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

17. **ASBESTOS AND TOXIC MATERIALS.** This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material, in the event that such materials are encountered. Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.

18. **PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE.** Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

19. **IMPAIRMENT OF CREDIT.** If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or files or has filed against him a bankruptcy, receivership, or similar petition or fails to pay any debt arising hereunder to Seller or to the extent that Seller is good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis plus all lost profit or (b) continue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.

20. **HOLD HARMLESS.** Seller will hold harmless and defend Buyer against any claim brought by a third party for damages or losses arising out of Seller's performance of work under this contract, provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's Subcontractors and not caused in whole or in part by the Buyer or the agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profits, loss of work, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim, and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this contract. Seller shall have the sole right to manage the defense of the claim or resolve the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.

21. **WORKING HOURS.** Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

22. **GENERAL EXCLUSIONS.** Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as put forth on reverse, involving extra cost of material or labor will be executed upon written orders for same and will become an extra charge over the work included in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.



CHANGE ORDER

SMA Construction

 201 W Walnut St #301

 Green Bay, WI 54303

ATTENTION : Kevin Winkler

JOB NAME: Oshkosh Parks
 CHANGE ORDER NUMBER: 3
 REVISION NUMBER:
 DATE: 2/1/2023
 JOB NO: 22071
 CONTRACT NO: 22010.161
 AMOUNT OF C/O: \$6,175

REGARDING YOUR REQUEST FOR QUOTATION:
 Added scope per PR #1 Revised.

SUMMARY:	A. LABOR	\$3,145
	B. MATERIALS	\$1,932
	C. EQUIPMENT/SUBCONTRACTS/MISC.	\$1,098
	GRAND TOTAL	\$6,175

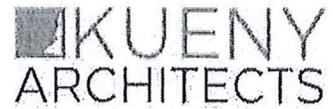
ADDITIONAL CALENDAR DAYS EXTENDED TO CONTRACT COMPLETION DATE: 0

TERMS: THIS AMOUNT ONLY COVERS THE DIRECT COSTS IN LABOR, MATERIALS, SUBCONTRACTS AND EQUIPMENT NECESSARY TO EXECUTE THE CHANGED WORK DESCRIBED IN THE PROPOSAL. AT THE PRESENT TIME, WE CANNOT ASSESS OR EVALUATE THE OVERALL IMPACT OF THE CHANGED WORK ON OUR ORIGINAL CONTRACT SCOPE OF WORK. WE THEREBY RESERVE OUR RIGHTS TO CLAIM FOR ANY INDIRECT COSTS WHICH MAY ARISE IN THE FUTURE AS A RESULT OF DELAYS TO THE WORK, OUT OF SEQUENCE WORK, INEFFICIENCIES, EXTENDED CONTRACT COMPLETION, LABOR AND MATERIAL ESCALATION AND/OR ACCELERATION AND EXTENDED WARRANTIES.

PARTIES ARE AWARE THAT THE CORONAVIRUS COVID-19 ("OUTBREAK") WAS DECLARED A PANDEMIC BY THE WORLD HEALTH ORGANIZATION ON MARCH 11, 2020. THIS OUTBREAK MAY OR MAY NOT IMPACT THE NORMAL EXECUTION AND PERFORMANCE OF THIS CHANGE ORDER. SHOULD THERE BE AN IMPACT TO PERFORMANCE OF THIS CHANGE ORDER THE PARTIES AGREE THAT PIEPER ELECTRIC IS ENTITLED TO A REASONABLE EXTENSION OF TIME REPRESENTING THE IMPACT OF THE OUTBREAK ON ITS PERFORMANCE OR DELIVERY OBLIGATION OF THIS CHANGE OF WORK AND SHALL HAVE NO LIABILITIES OF DAMAGES TO THE CONTRACTOR WHETHER ARISING OUT OR IN CONNECTION WITH THE OUTBREAK. CONTRACTOR AGREES THAT BY ISSUING A FORMAL ACCEPTANCE OF THE CHANGE ORDER TO PIEPER ELECTRIC THAT THE CONTRACTOR UNDERSTANDS AND HAS ACCEPTED THE TERMS OF THIS CHANGE ORDER.

This price is valid for 14 days.

This form was approved:



10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

REQUEST FOR PROPOSAL

PROJECT: *(name and address)*
Oshkosh Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

RFP INFORMATION
PR Number: 01
Date: November 23, 2022

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for the proposed modifications to the Contract Documents described below. The Contractor shall submit a proposal within (14) days or notify the Architect in writing of the anticipated date of submission.

DESCRIPTION OF PROPOSED MODIFICATIONS:

Please provide price and credit proposals to change for the following items:

1. Please provide price to adjust the North wall of lunch / training 120. The northern 3'-7 1/2" section of wall is to be relocated South per the dimensions on the attached plan. The referenced offset will be 16'-0.
 - The alteration is to include the relocation of door 120C and the adjacent aluminum storefront window.
 - The alteration is to include the relocation of the canopy over door 120C and the associated framing.
 - The alteration is to include the necessary design change to the light gauge steel trusses to accommodate the wall shift as shown.
 - In addition, the foundations to be adjusted per the attached layout.
2. Please provide a price to flip the orientation of room lunch / training 120. Room alteration to include the relocation of Storage room 119.
 - The alteration is to include the acoustical ceiling layout adjustment and associated lighting alterations. See the attached plan.
 - The alteration is to include the relocation of the associated technology low-voltage work as shown on the attached plans.
 - The alteration is to include the associated shift in MEP drawings to accommodate the proposed layout.
 - The proposed pricing is to include applicable owner credits for the reduction of concrete slab, removal of (1) hotelling station in hall 117 and associated counter top, low-voltage work and electrical provisions.
3. Please provide an owner credit to remove the indicated planter as shown on the attached plan. Credit to include the removal of all labor, materials, concrete footing and reinforcing, finished stone, concrete wall, associated earthwork, and wall capping. Please see the attached bubbled plan for reference.

MEP Alterations Associated:

4. Plumbing
 - Relocated P-7 and REF per new layout and moved DCW/DHW/DHWR branch to the north.
 - Adjusted sanitary and vent for new P-7 location



5. Mechanical
 - Adjusted diffuser location for new room layout.
 - Changed trunk duct from 36/12 to 30/14 to fit new room layout.
 - Relocated FCU-17
6. Electrical
 - Adjusted lighting per new layout
 - Adjusted receptacles, floor boxes, and fire alarm per new layout
 - Removed (1) duplex and (1) quad receptacle in hall 117

Plans attached:

1. A202 - Enlarged Plan - Administration
1. A203 - Enlarged Plan - RR and Locker
2. A702 - Interior Elevations
3. A801 - Finish Plan - Administration and Locker
4. A803 - Ceiling Plans - Administration and Locker
5. IT202 - Enlarged Technology Plan - Admin
6. S201 - Foundation Plan
7. S204 - Roof Framing Plan - Administration
8. P101 Office Waste and Vent Plumbing Plan
9. P102, Office Water Plumbing Plan
10. P202 Waste and Vent Office Plumbing Riser
11. P203 Office Water Riser
12. M102 Office Mechanical Plan
13. E201 Office Lighting Plan

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE. THIS IS NOT A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY ARCHITECT:

Jon P. Wallenkamp AIA, Principal
NAME AND TITLE

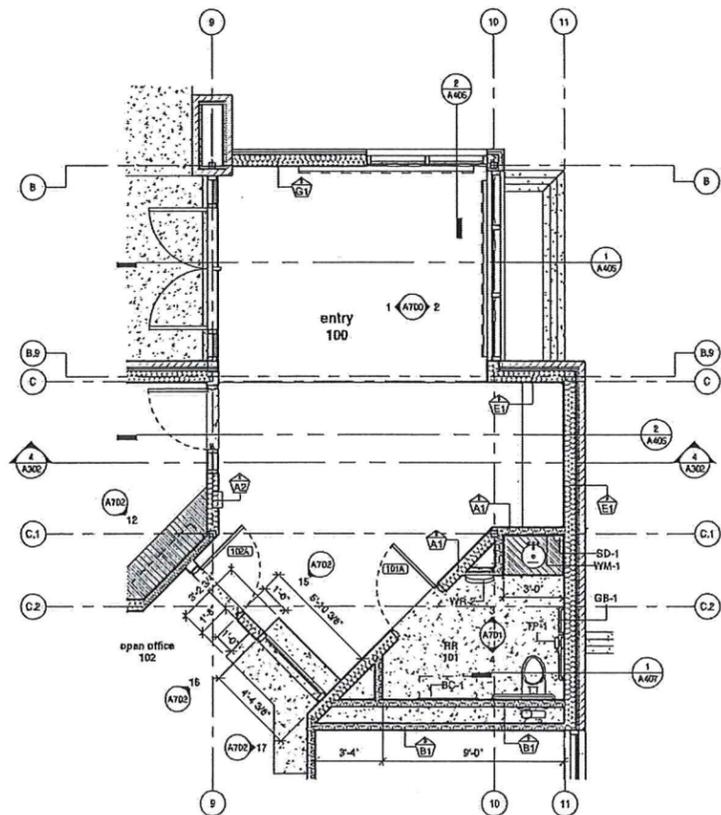


KEYNOTE LEGEND

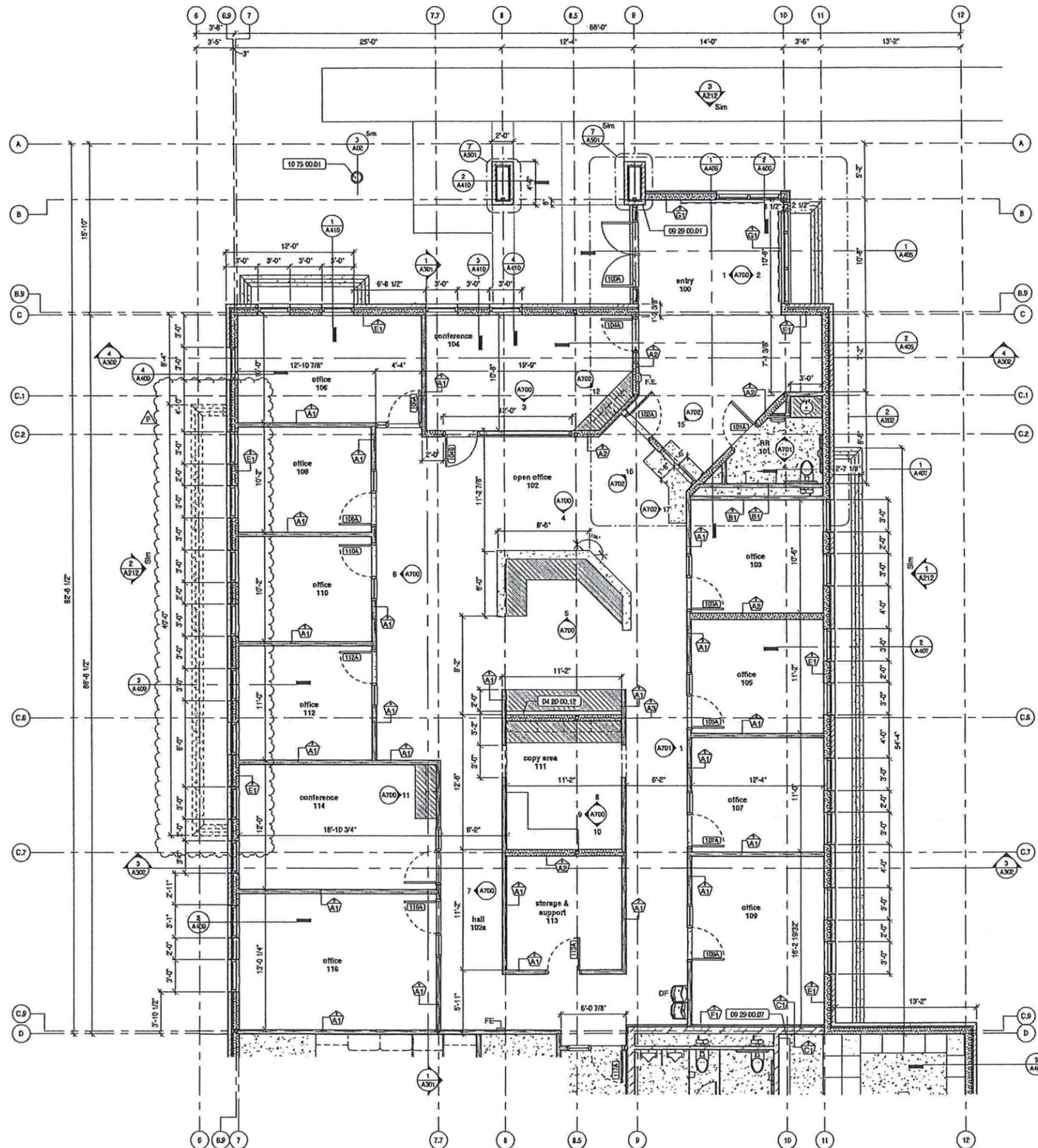
Spec. #	Description
04 20 00.12	1" NATURAL STONE FACADE; SEE SPECIFICATIONS
09 29 00.01	5/8" GYPSUM WALL BOARD; PAINT PER SCHEDULE
09 29 00.07	DIRECT ADHERE 5/8" GYPSUM BOARD TO CMU WALL; PAINT PER 09 91 00
10 75 00.01	FLAGPOLE; SEE SPECIFICATIONS

RESTROOM AND LOCKER ACCESSORY LEGEND

1. L-1 = 24"(w) x 21"(d) x 72"(h) SINGLE TIER METAL LOCKER; SEE SPECIFICATIONS
2. L-2 = 18"(w) x 24"(d) x 72"(h) SINGLE TIER METAL LOCKER; SEE SPECIFICATIONS
3. HD-1 = ELECTRIC HAND DRYER; REFER TO ELECTRICAL DRAWINGS AND SPECIFICATIONS.
4. WR-1 = SEMI-RECESSED WASTE RECEPTACLE; REFER TO ELECTRICAL DRAWINGS; SEE SPECIFICATIONS
5. WR-2 = SEMI-RECESSED WASTE RECEPTACLE W/ PAPER TOWEL DISPENSER; REFER TO ELECTRICAL DRAWINGS; SEE SPECIFICATIONS
6. TP-1 = TOILET PAPER DISPENSER; SEE SPECIFICATIONS
7. SN-1 = SANITARY NAPKIN DISPOSAL; SEE SPECIFICATIONS
8. GR-1 = STAINLESS STEEL GRAB BARS; SEE SPECIFICATIONS
9. LB-1 = 20"(d) X 42"(w) X 18"(h) ADA LOCKER ROOM BENCH; SEE SPECIFICATIONS
10. LB-2 = 12"(d) X 72"(w) X 18"(h) LOCKER ROOM BENCH; SEE SPECIFICATIONS
11. LB-3 = 12"(d) X 48"(w) X 18"(h) LOCKER ROOM BENCH; SEE SPECIFICATIONS
12. UP-1 = WALL MOUNT URINAL PARTITION; SEE SPECIFICATIONS
13. SD-1 = WALL MOUNT SOAP DISPENSER; OFCI
14. WM-1 = 18" X 36" WALL MOUNT MIRROR; SEE SPECIFICATIONS
15. CR-1 = SHOWER CURTAIN AND ROD; SEE SPECIFICATIONS
16. BC-1 = BABY CHANGING STATION; SEE SPECIFICATIONS



2 Enlarged Plan - Entry and RR
1/4" = 1'-0"



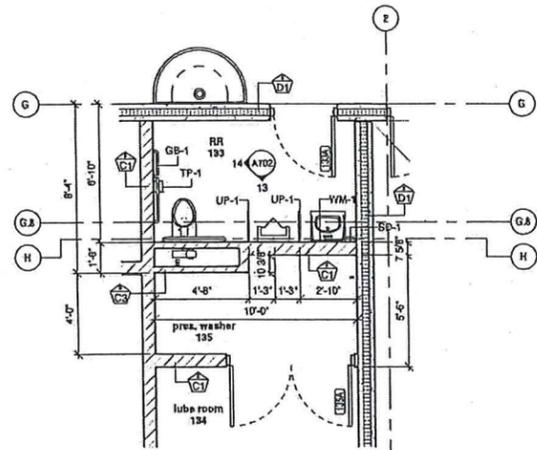
1 Enlarged Plan - Admin. Overall
3/16" = 1'-0"

KEYNOTE LEGEND

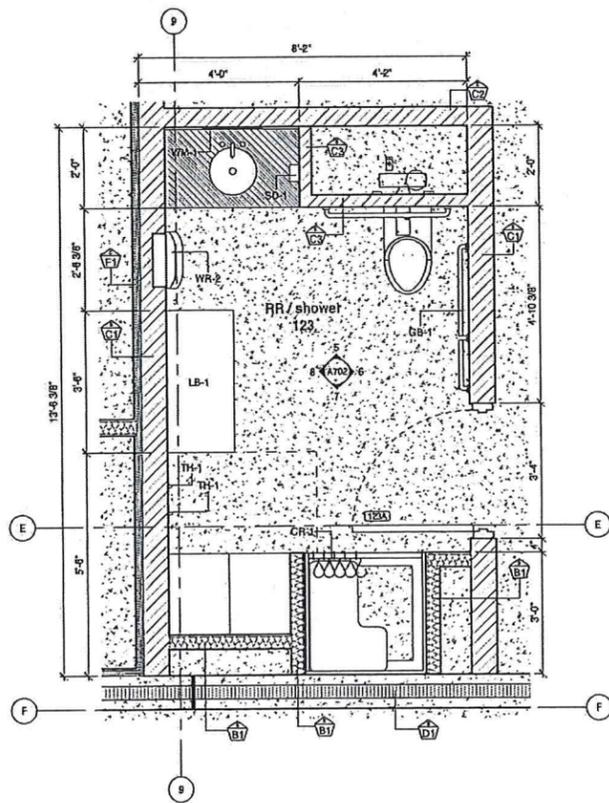
Spec. #	Description
10 21 13.01	TOILET PARTITION; SEE SPECIFICATIONS
10 28 13.06	ADA LOCKER ROOM BENCH; SEE SPECIFICATIONS
22 42 00.01	PLUMBING FIXTURE; SEE PLUMBING PLANS AND SPECIFICATIONS

RESTROOM AND LOCKER ACCESSORY LEGEND

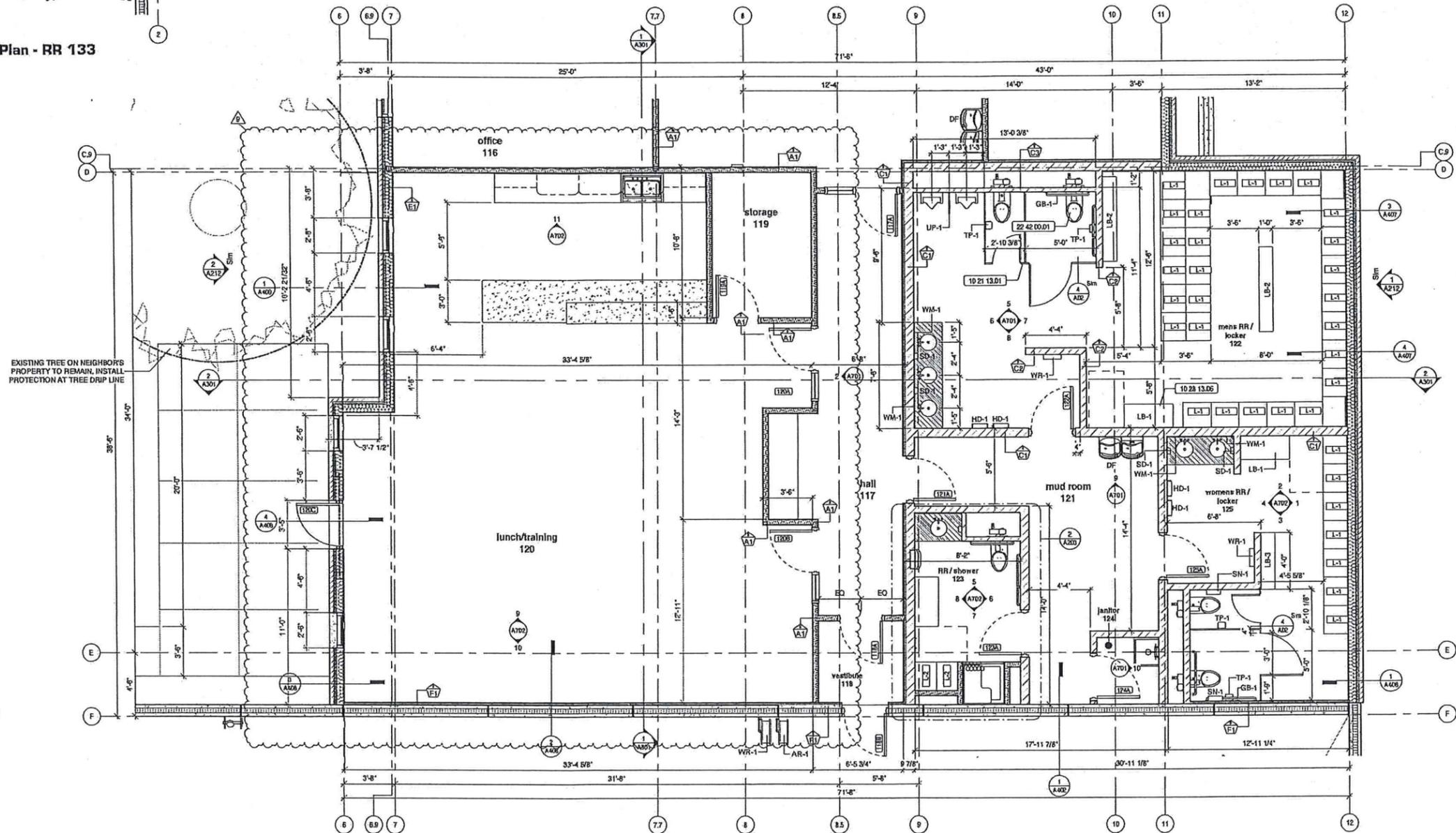
1. L-1 = 24"(w) x 21"(d) x 72"(h) : SINGLE TIER METAL LOCKER; SEE SPECIFICATIONS
2. L-2 = 18"(w) x 24"(d) x 72"(h) : SINGLE TIER METAL LOCKER; SEE SPECIFICATIONS
3. HD-1 = ELECTRIC HAND DRYER ; REFER TO ELECTRICAL DRAWINGS AND SPECIFICATIONS.
4. WR-1 = SEMI-RECESSED WASTE RECEPTACLE; REFER TO ELECTRICAL DRAWINGS; SEE SPECIFICATIONS
5. WR-2 = SEMI-RECESSED WASTE RECEPTACLE W PAPER TOWEL DISPENSER; REFER TO ELECTRICAL DRAWINGS; SEE SPECIFICATIONS
6. TP-1 = TOILET PAPER DISPENSER; SEE SPECIFICATIONS
7. SN-1 = SANITARY NAPKIN DISPOSAL; SEE SPECIFICATIONS
8. GB-1 = STAINLESS STEEL GRAB BARS; SEE SPECIFICATIONS
9. LB-1 = 20"(d) X 42"(w) X 18"(h) ADA LOCKER ROOM BENCH; SEE SPECIFICATIONS
10. LB-2 = 12"(d) X 72"(w) X 18"(h) LOCKER ROOM BENCH; SEE SPECIFICATIONS
11. LB-3 = 12"(d) X 48"(w) X 18"(h) LOCKER ROOM BENCH; SEE SPECIFICATIONS
12. UP-1 = WALL MOUNT URINAL PARTITION; SEE SPECIFICATIONS
13. SD-1 = WALL MOUNT SOAP DISPENSER; OFCI
14. WM-1 = 18" X 36" WALL MOUNT MIRROR; SEE SPECIFICATIONS
15. CR-1 = SHOWER CURTAIN AND ROD; SEE SPECIFICATIONS
16. BC-1 = BABY CHANGING STATION; SEE SPECIFICATIONS



3 Enlarged Plan - RR 133
1/4" = 1'-0"

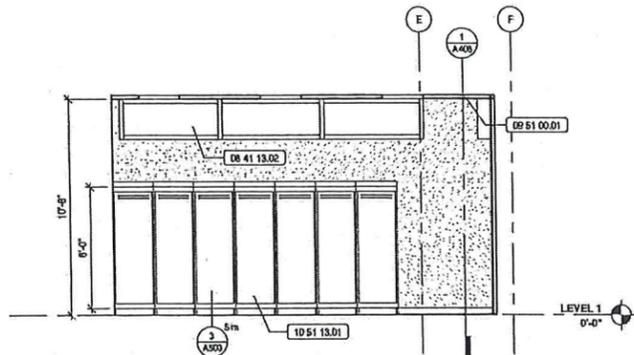


2 Enlarged Plan - RR / Shower 123
1/2" = 1'-0"

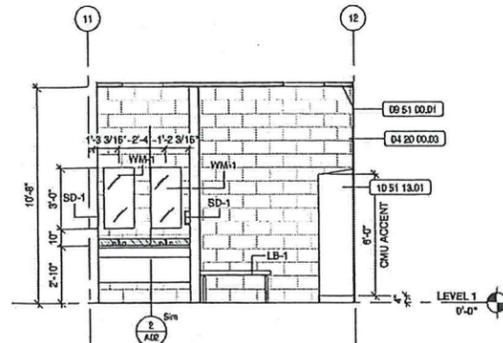


1 Enlarged Plan - RR and Locker Room
1/4" = 1'-0"

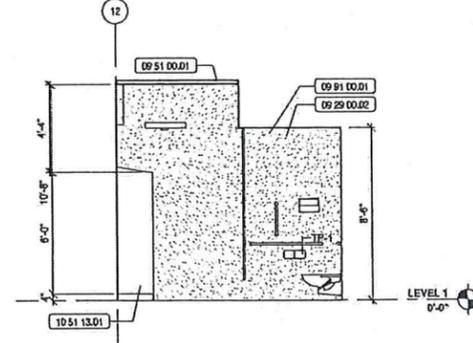
Spec. #	Description
04 20 00.02	6" X 8" X 16" CMU WALL
04 20 00.03	8" X 8" X 16" CMU WALL
06 40 00.02	CONCEALED BRACKET; COUNTER TOP SUPPORTS
06 40 00.C1	BASE CABINET; SIZE PER ELEVATIONS AND DETAILS
06 40 00.C2	UPPER CABINET; SIZE PER ELEVATIONS AND DETAILS
06 40 00.C4	UPPER CABINET W/ OPEN MICROWAVE SHELF; SIZE PER PLANS AND ELEVATIONS
06 40 00.P4	PLASTIC LAMINATE COUNTER TOP
06 61 00.01	SOLID SURFACE COUNTER TOP
06 61 00.04	SOLID SURFACE BACKSPASH
06 61 00.07	SOLID SURFACE APRON
08 11 00.02	HOLLOW METAL DOOR FRAME; SEE SPECIFICATIONS
08 14 29.01	WOOD DOOR; SEE SPECIFICATIONS
08 41 13.02	ALUMINUM STOREFRONT WINDOW; SEE SPECIFICATIONS
08 80 00.02	TEMPERED GLASS; SEE SPECIFICATIONS
08 80 00.13	SPEAK HOLE; OPEN / CLOSE WITH WIRE MESH INSERT - CENTER ON WINDOW SYSTEM
09 29 00.01	5/8" GYPSUM WALL BOARD; PAINT PER SCHEDULE
09 29 00.02	MOISTURE RESISTANT GYPSUM WALL BOARD; PAINT PER SCHEDULE
09 51 00.01	ACOUSTICAL CEILING SYSTEM; SEE ROOM FINISH SCHEDULES AND CEILING PLAN
09 68 00.03	WALL BASE PER ROOM FINISH SCHEDULE
09 91 00.01	PAINT; PAINT TYPE PER SCHEDULES
09 91 00.05	PAINT WALLS PER ROOM FINISH SCHEDULE
10 21 13.01	TOILET PARTITION; SEE SPECIFICATIONS
10 61 13.01	SINGLE TIER METAL LOCKERS; SEE PLAN AND SPECS FOR SIZE
22 42 00.01	PLUMBING FIXTURE; SEE PLUMBING PLANS AND SPECIFICATIONS
22 42 00.03	ADA SHOWER UNIT; COMPLETE UNIT WITH ADA BENCH AND GRAB BARS



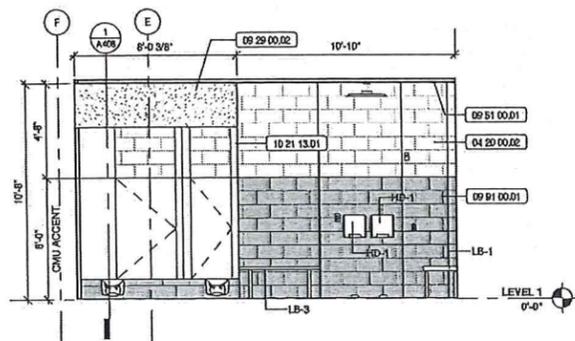
1 Women's Locker 125 - East
1/4" = 1'-0"



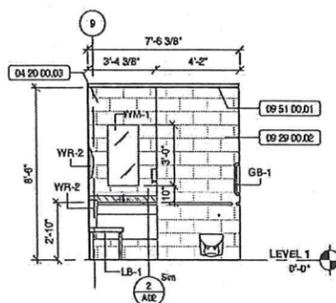
2 Women's Locker 125 - North
1/4" = 1'-0"



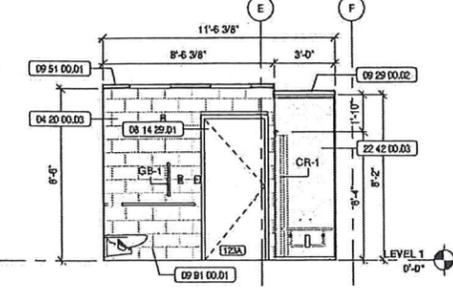
3 Women's Locker 125 - South
1/4" = 1'-0"



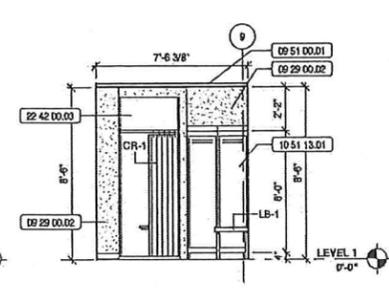
4 Women's Locker 125 - West
1/4" = 1'-0"



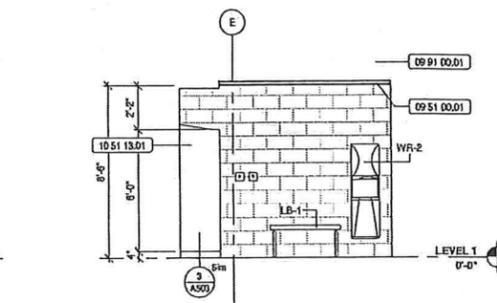
5 RR 123 - North
1/4" = 1'-0"



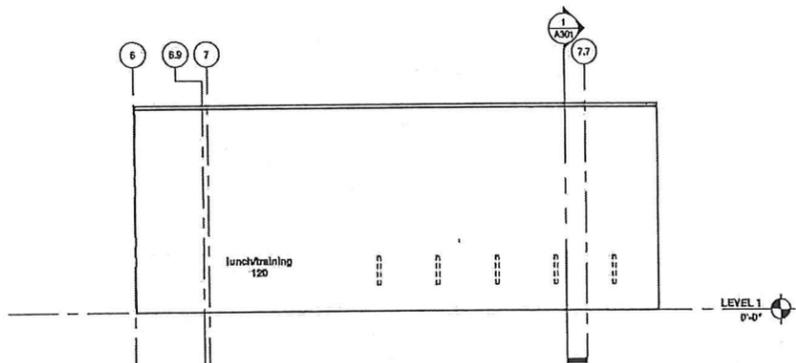
6 RR 123 - East
1/4" = 1'-0"



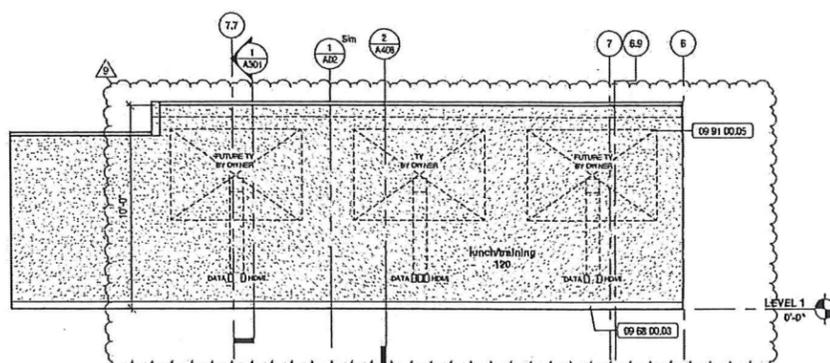
7 RR 123 - South
1/4" = 1'-0"



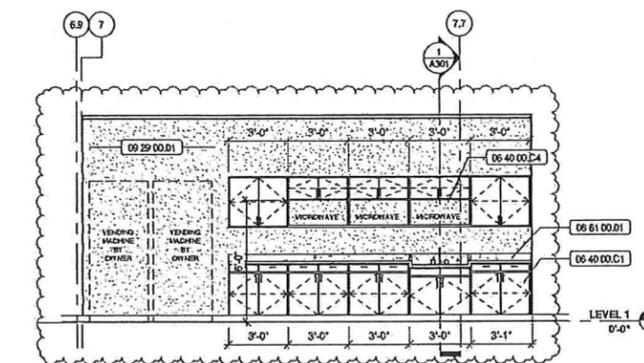
8 RR 123 - West
1/4" = 1'-0"



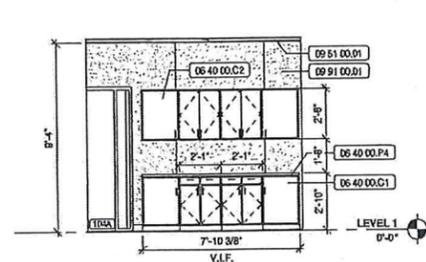
9 Lunch / Training - North
1/4" = 1'-0"



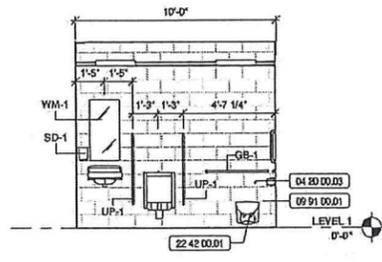
10 Lunch / Training - South
1/4" = 1'-0"



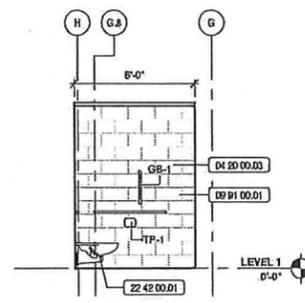
11 Lunch / Training 120 - North
1/4" = 1'-0"



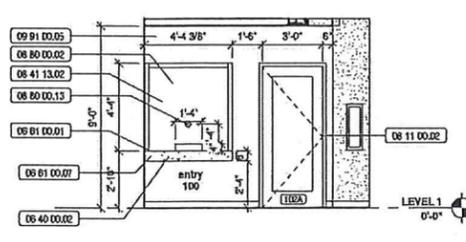
12 Conference 103 - East
1/4" = 1'-0"



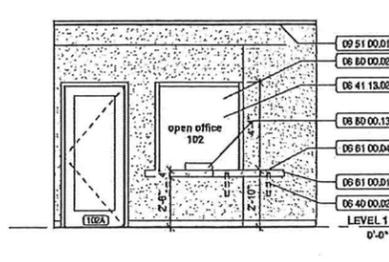
13 RR 133 - South
1/4" = 1'-0"



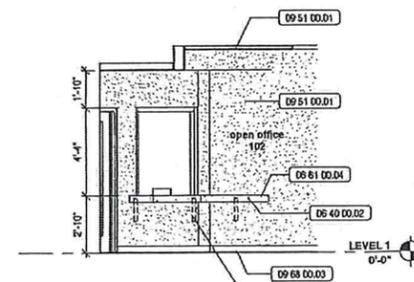
14 RR 133 - West
1/4" = 1'-0"



15 Entry 100 - Counter South
1/4" = 1'-0"

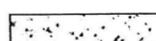
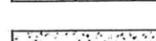


16 Open Office 124 - Counter North
1/4" = 1'-0"

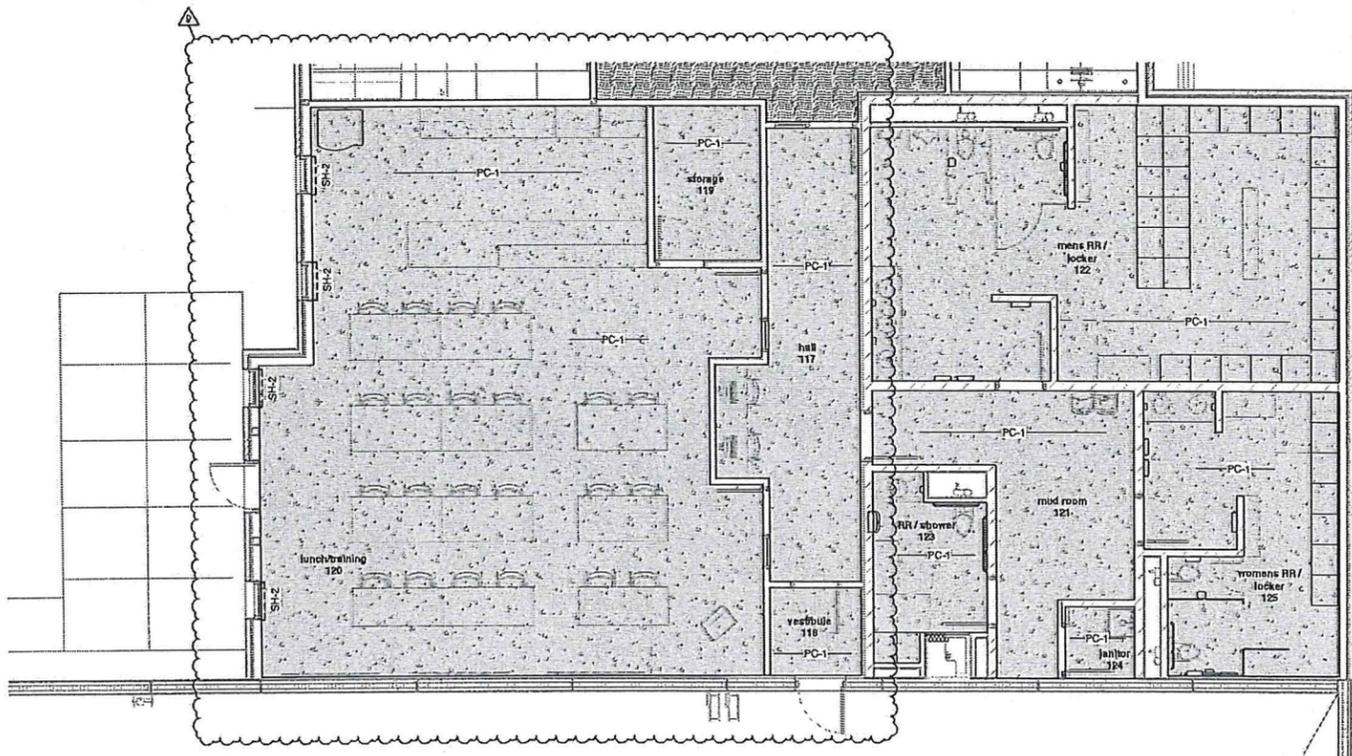


17 Open Office 124 - Counter North 02
1/4" = 1'-0"

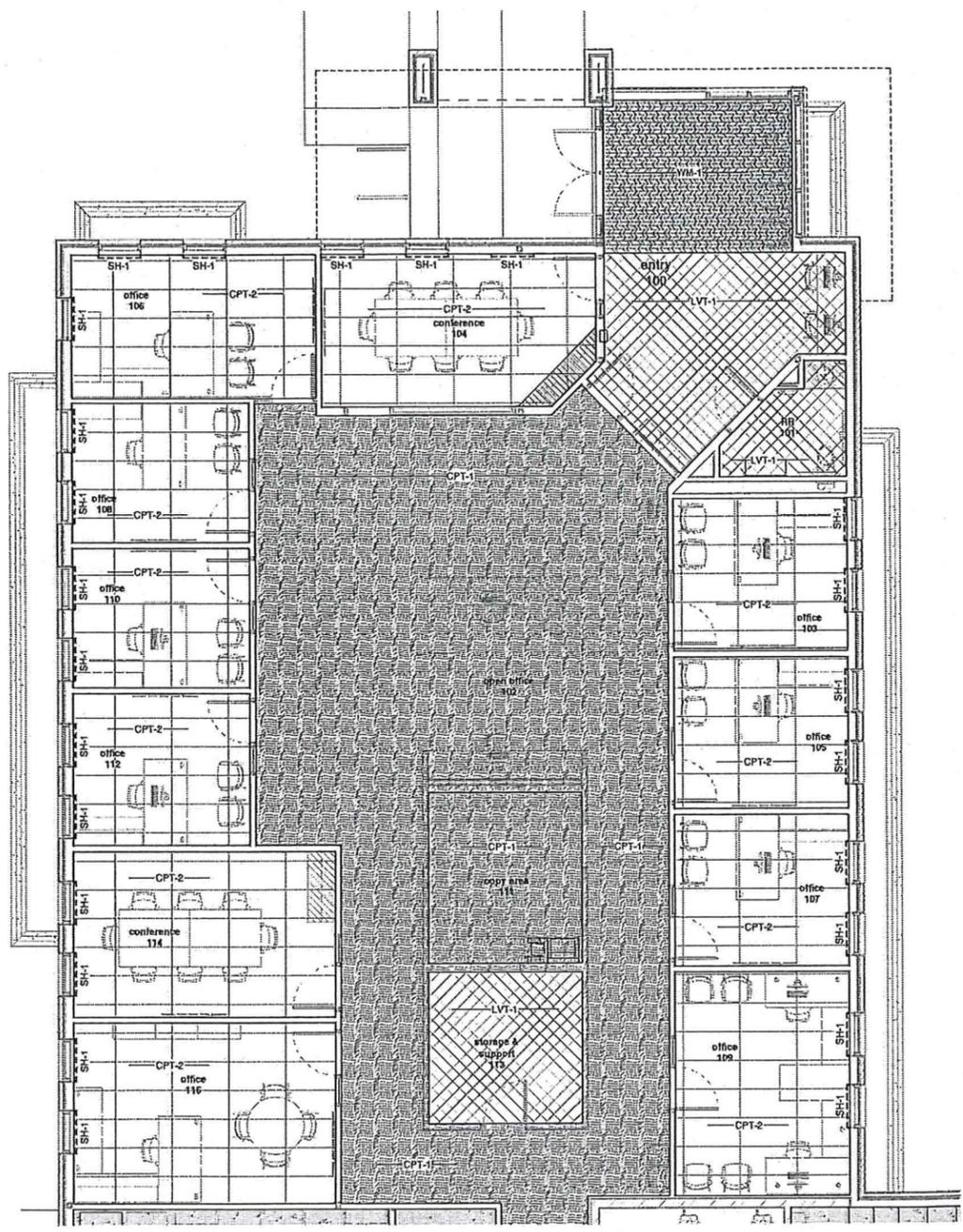
FLOOR FINISH LEGEND

-  CPT-1 - CARPET TILE 24"X24"; SEE SPECIFICATION FOR FURTHER INFORMATION; INSTALLATION: "BRICK"
-  CPT-2 - CARPET TILE 24"X24"; SEE SPECIFICATION FOR FURTHER INFORMATION; INSTALLATION: "ASHLAR"
-  WH-1 - WALK OFF MAT; SEE SPECIFICATION FOR FURTHER INFORMATION
-  LVT-1 - LUXURY VINYL TILE; SEE SPECIFICATION FOR FURTHER INFORMATION
-  CNC-D - CONCRETE DENSIFIER; SEE SPECIFICATION FOR FURTHER INFORMATION
-  CNC-S - CONCRETE SEALER; SEE SPECIFICATION FOR FURTHER INFORMATION (SEALER PER (09 91 00))
-  PC-1 - POLISHED CONCRETE; SEE SPECIFICATION FOR FURTHER INFORMATION (SEALER PER (09 91 00))

- 1. SH-1 - WINDOW SHADE; (12 21 00) 3% LIGHT FILTRATION FABRIC ROLLER SHADE
- 2. SH-2 - WINDOW SHADE; (12 21 00) BLACK-OUT SHADE



1 Finish Plan - Lunch / Training and Locker
3/16" = 1'-0"



2 Finish Plan - Office Area
3/16" = 1'-0"

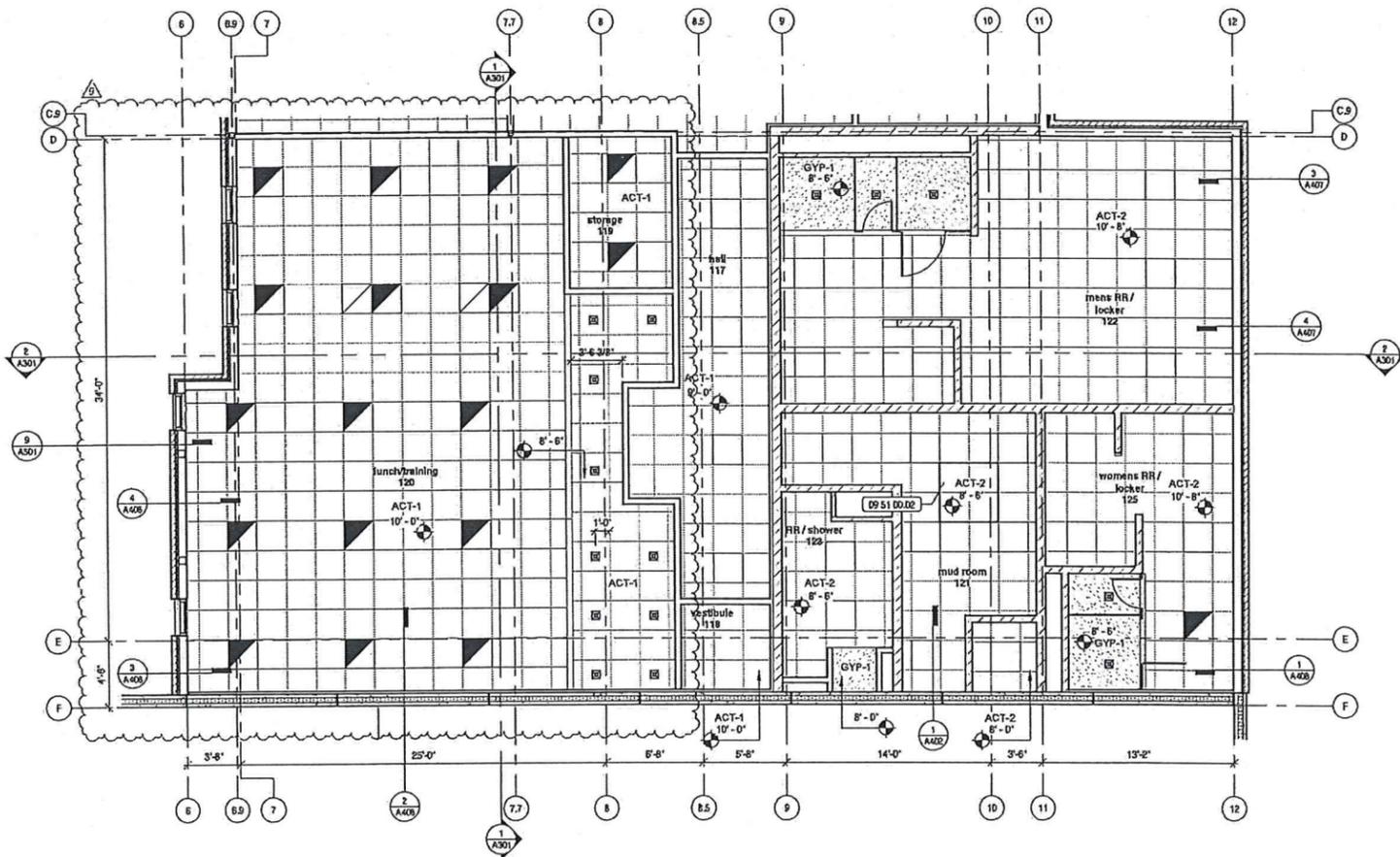
Addendum #2 February 15, 2022
 CB #D1 - Carpet Revisions June 17, 2022
 PR #D1 - Lunch / Training Adjustment November 23, 2022
Finish Plan - Administration and Locker
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 February 01, 2022



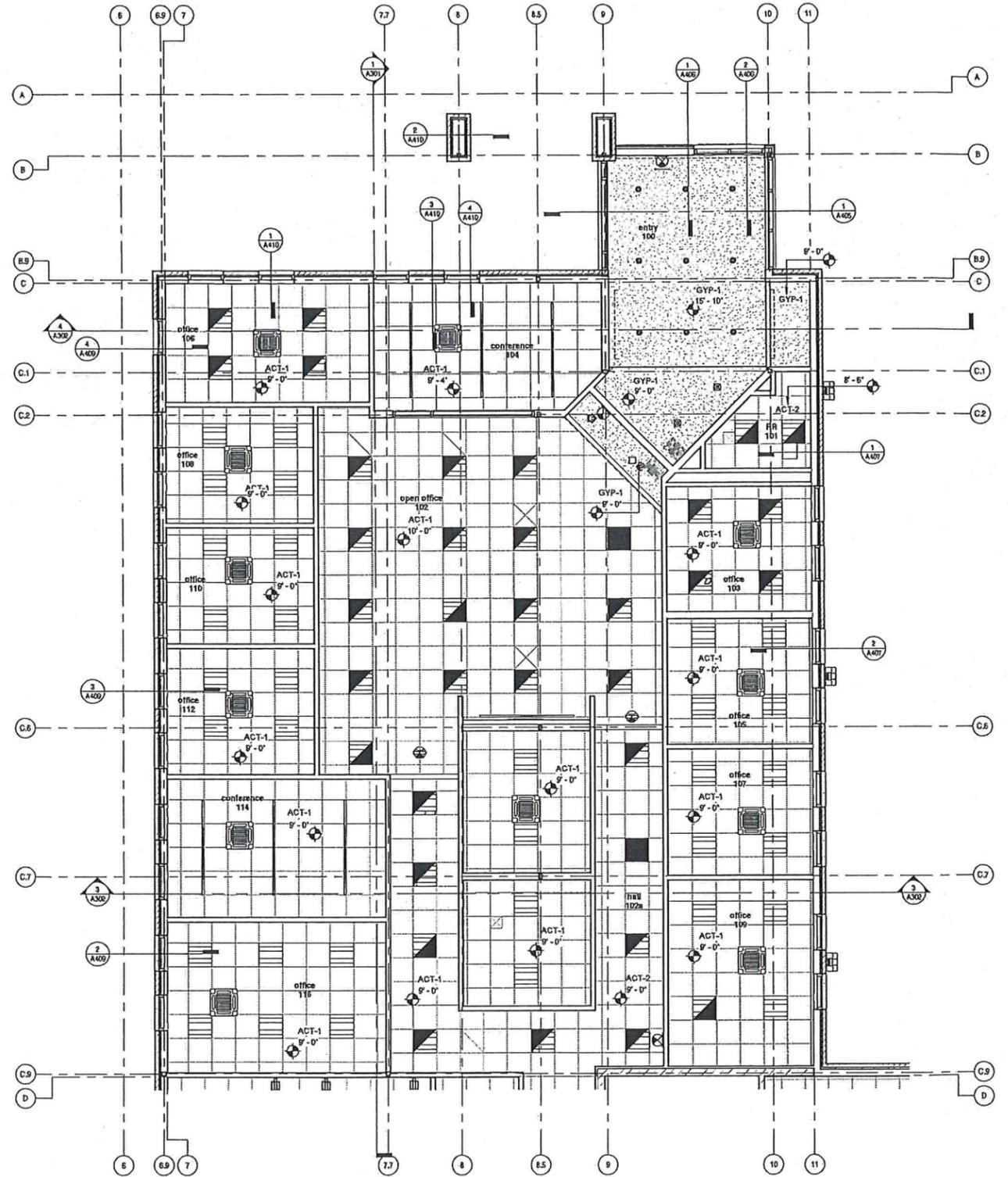
A801

KEYNOTE LEGEND

Spec. #	Description
D9 51 00.02	4'-0" X 4'-0" ACOUSTICAL CEILING SYSTEM ACCESS HATCH CONFIGURED OF (4) PANELS REMOVABLE IN (1) PIECE



2 Enlarged Ceiling Plan - RR and Locker
3/16" = 1'-0"



1 Enlarged Ceiling Plan - Administration
3/16" = 1'-0"

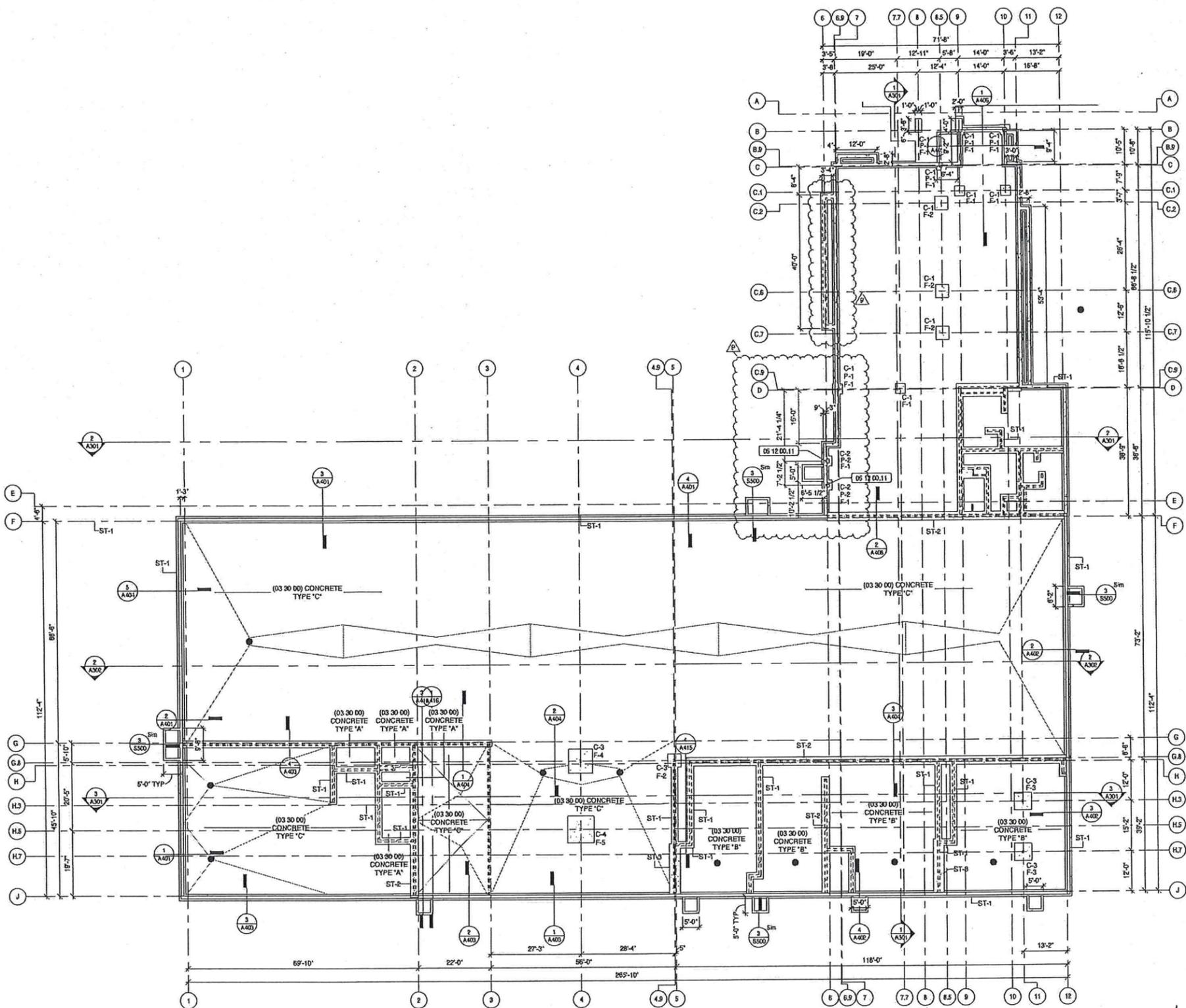
PR #01 - Lunch / Training Adjustment November 23, 2022
Ceiling Plans - Administration and Locker
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 Parks Department Facility - City of Dahkosh - Project # 22-12
 805 Wiscel Ave, Dahkosh, WI 53902
 February 01, 2022

PLAN NORTH
 SCALE: 3/16" = 1'-0"
A803

FOOTING SCHEDULE			
MARK	SIZE	REINFORCING	
F-1	3'-0" X 3'-0" X 1'-0"	(4) #5 BARS E.W. T&B	
F-2	4'-0" X 4'-0" X 1'-0"	(5) #5 BARS E.W. T&B	
F-3	5'-0" X 5'-0" X 1'-0"	(6) #5 BARS E.W. T&B	
F-4	7'-3" X 7'-3" X 1'-1"	(6) #5 BARS E.W. T&B	
F-5	8'-0" X 8'-0" X 1'-2"	(6) #5 BARS E.W. T&B	
ST-1	2'-0" X 1'-0"	(3) #5 BARS CONT. - T & B	
ST-2	2'-6" X 1'-0"	(3) #5 BARS CONT. - T & B	
ST-3	3'-3" X 1'-0"	(4) #5 BARS CONT. - T & B	

PIER SCHEDULE		
MARK	SIZE	REINFORCING
P-1	14" x 14"	(4) #5 BARS & #3 TIES @ 10" O.C.
P-2	16" x 16"	(4) #6 BARS & #3 TIES @ 12" O.C.
P-3	24"	(6) #8 BARS & #3 TIES @ 12" O.C.

COLUMN SCHEDULE			
MARK	TYPE	BEARING	BASE PLATE
C-1	HSS4X4X1/4	-0-8"	10" x 16" x 0'-10"
C-2	HSS6X6X1/4	-0-8"	12" x 18" x 1'-0"
C-3	WBX31	-0-8"	14" x 17" x 1'-2"
C-4	WBX35	-0-8"	14" x 17" x 1'-2"



1 Foundation Plan - Overall
1/16" = 1'-0"

PR #01 - Lunch / Training Adjustment - November 23, 2022

Foundation Plan
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February 01, 2022

PLAN NORTH
SCALE: 1/16" = 1'-0"
S201

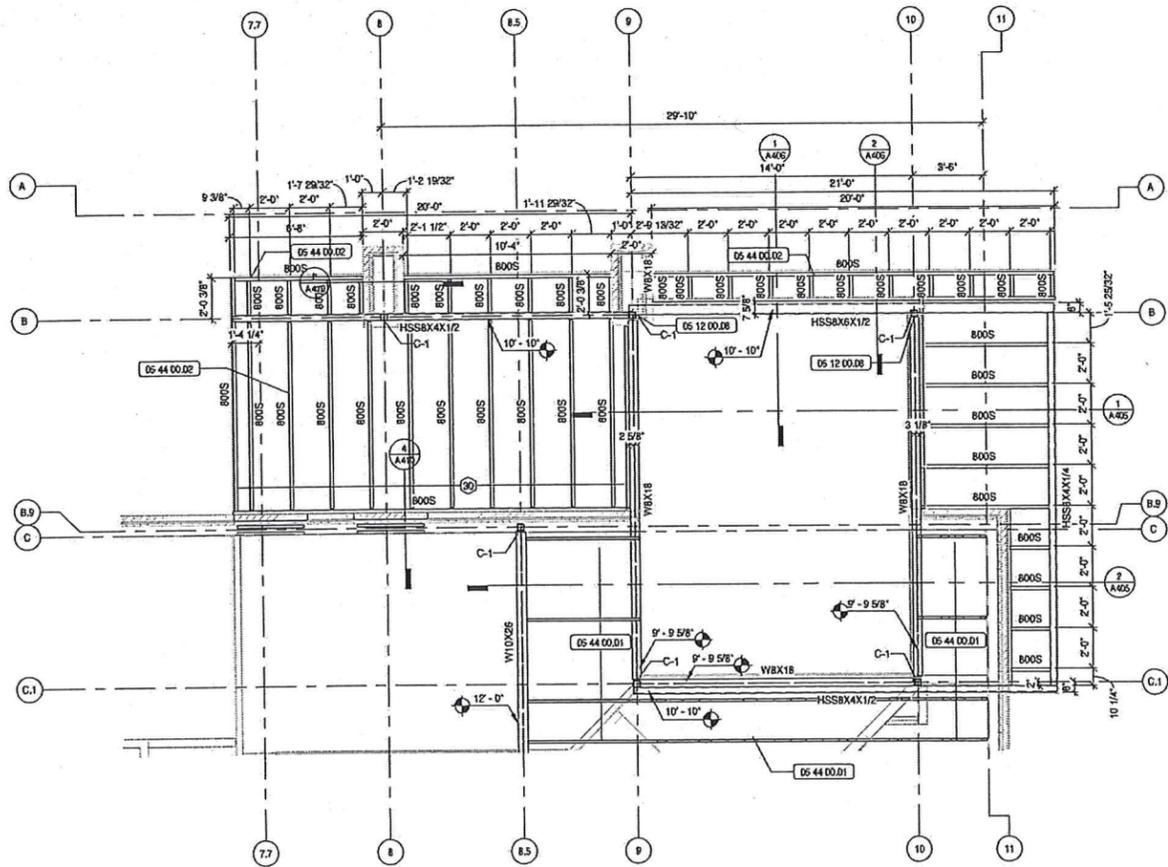
KEYNOTE LEGEND

Spec. #	Description
04 20 00.17	STEEL BEARING PLATE - 7" X 1/2" X 0'-4". GROUT SINGLE CORE TO FOOTING WITH #5 VERTICAL BAR
05 12 00.08	SEE STRUCTURAL DETAILS FOR TYP. FRAMING REQUIRED ON ALL ROOF OPENINGS.
05 12 00.10	STEEL HEADER AT WINDOWS. PROVIDED LOOSE TO THE JOB SITE. INSTALLED BY 05 41 00.
05 44 00.01	PRE-FABRICATED LIGHT GAUGE STEEL TRUSS; ALL CONNECTIONS AND COMPONENTS BY LIGHT GAUGE STEEL CONTRACTOR
05 44 00.02	LIGHT GAUGE JOIST CANOPY FRAMING; ALL CONNECTIONS AND COMPONENTS BY LIGHT GAUGE STEEL FRAMING CONTRACTOR

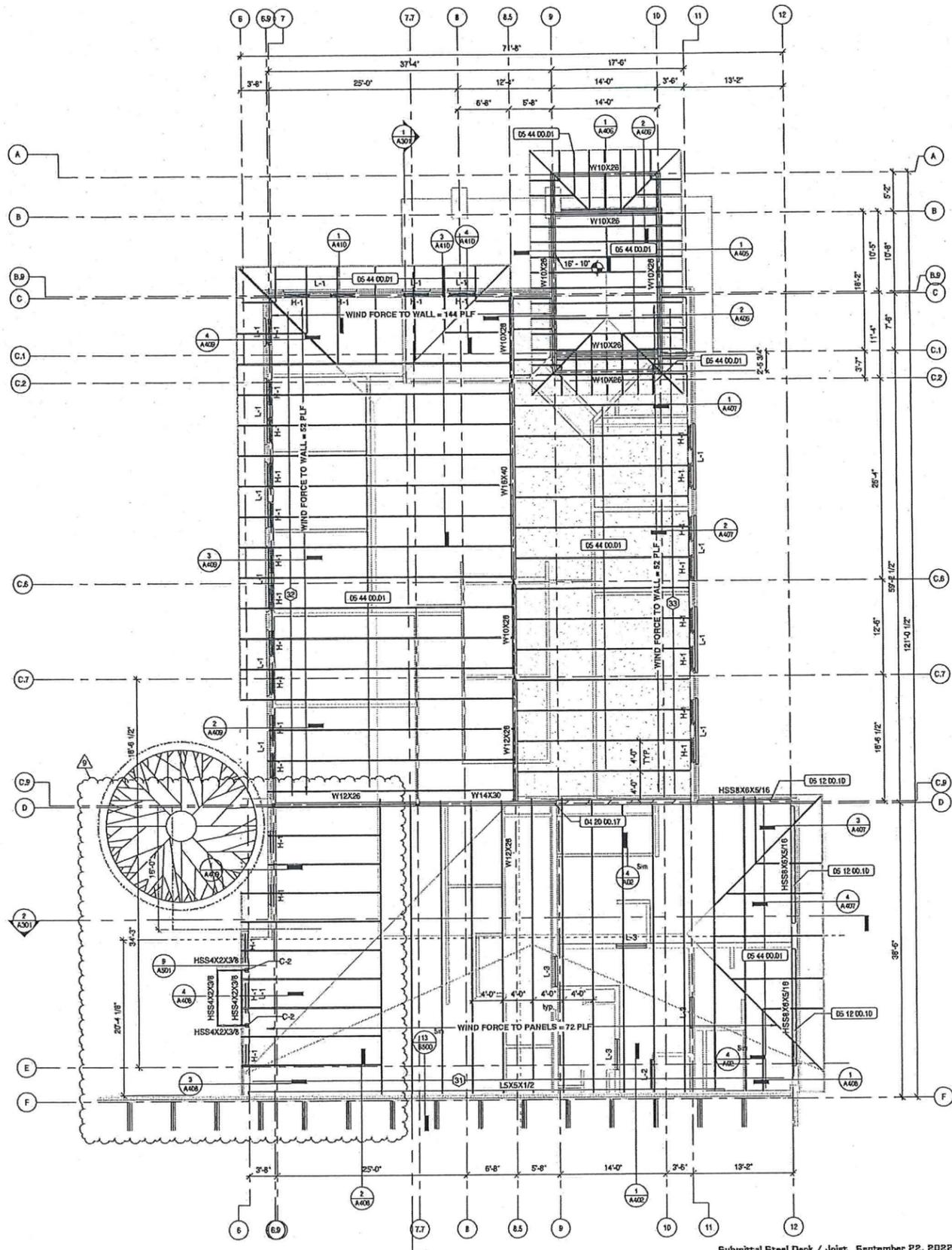
STRUCTURAL LOADS - ADMINISTRATION

MARK	CONCENTRATED LOAD			UNIFORM LOAD		
	LL (k)	DL (k)	TL (k)	LL (psf)	DL (psf)	TL (psf)
30	0.0	0.0	0.0	310	78	388
31	0.0	0.0	0.0	632	312	944
32	0.0	0.0	0.0	532	304	836
33	0.0	0.0	0.0	392	240	632

⊙ = LOAD TAG



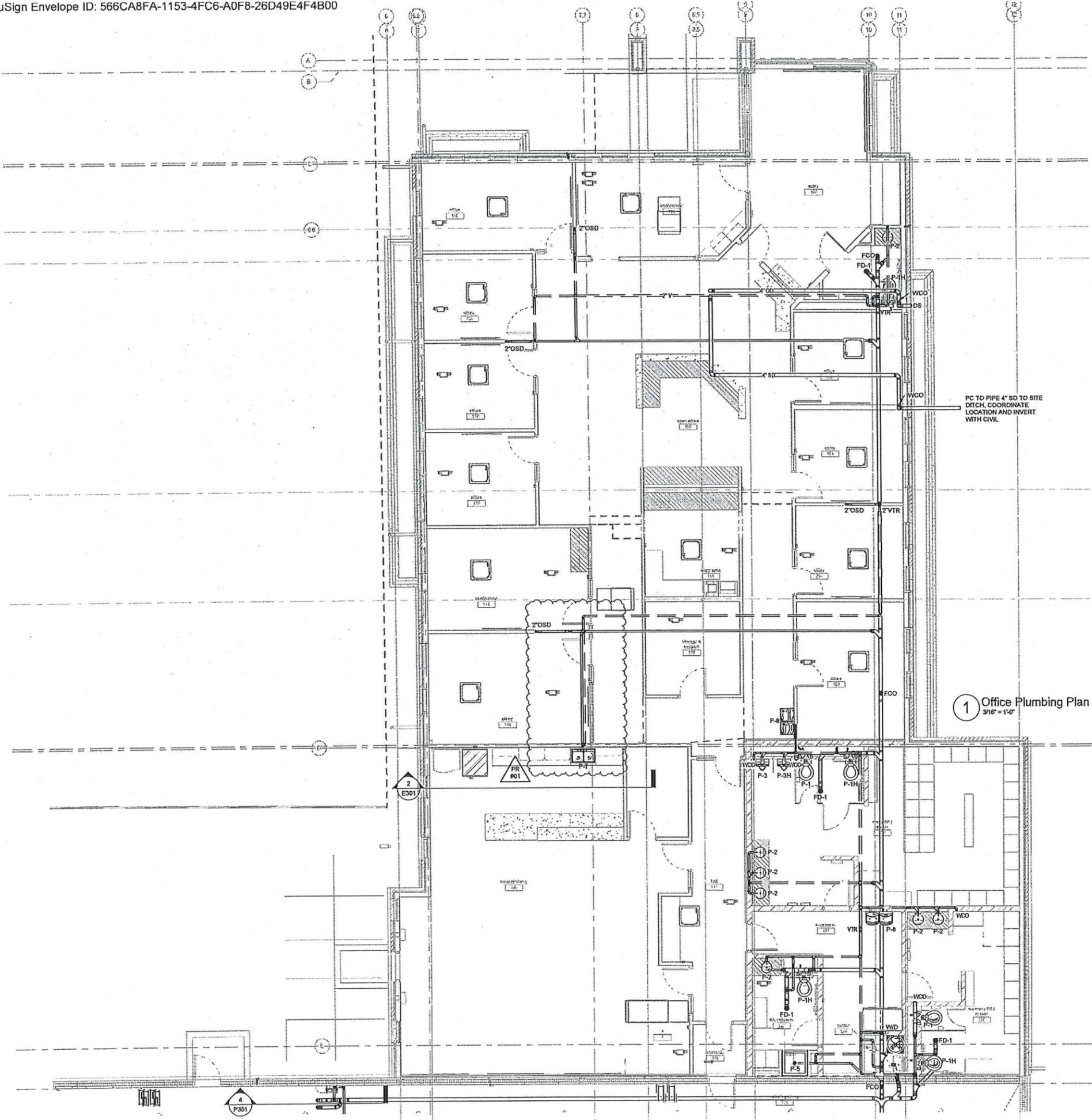
2 Framing Plan - North Canopy Framing
1/4" = 1'-0"



1 Roof Framing Plan - Administration
1/8" = 1'-0"

Submittal Steel Deck / Joist September 22, 2022
PR #01 - Lunch / Training Adjustment November 23, 2022
Roof Framing Plan - Administration
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February 01, 2022

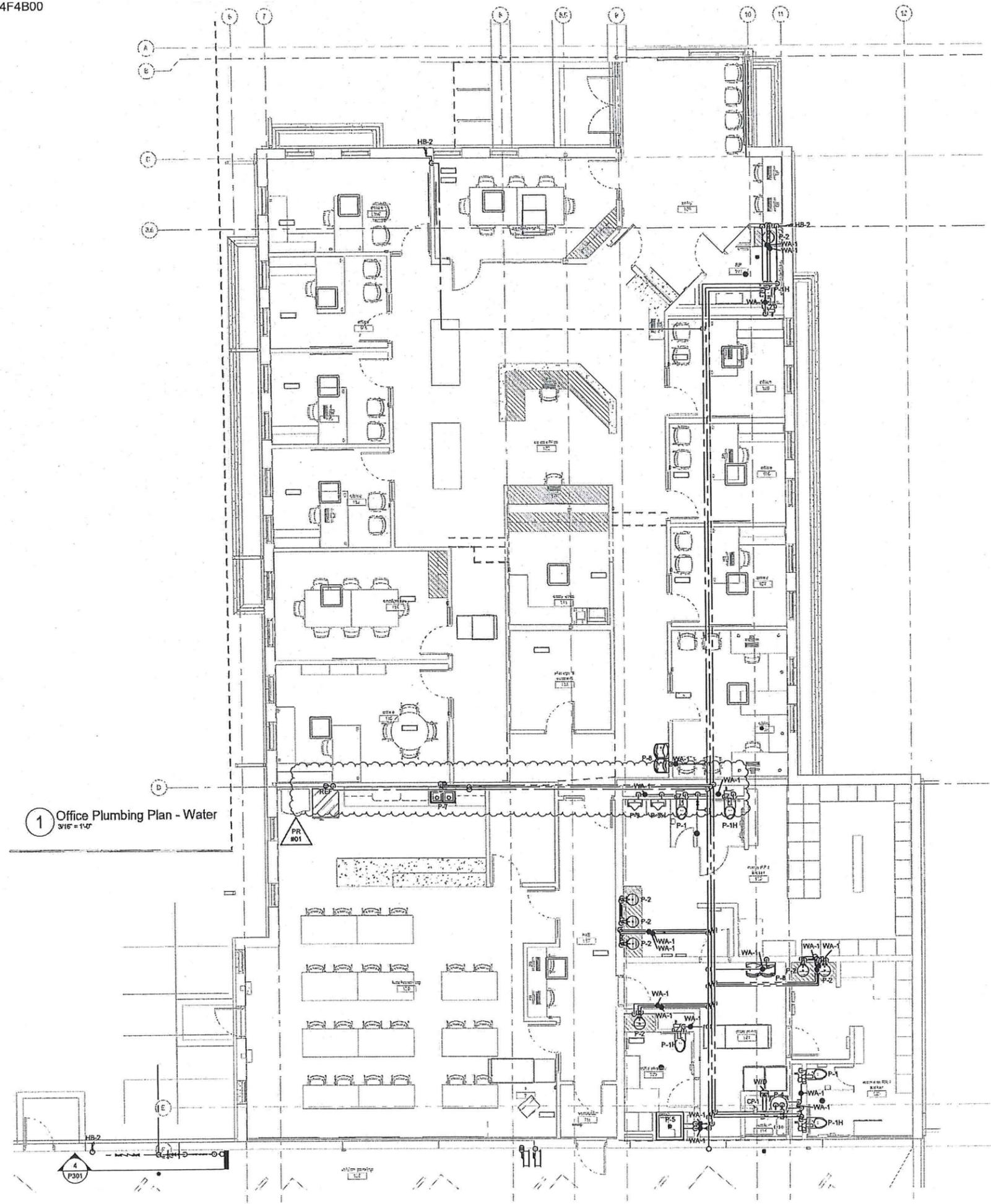




1 Office Plumbing Plan - Waste & Vent
3/16" = 1'-0"

PR #01 11/22/2022
Office Waste & Vent Plumbing Plan
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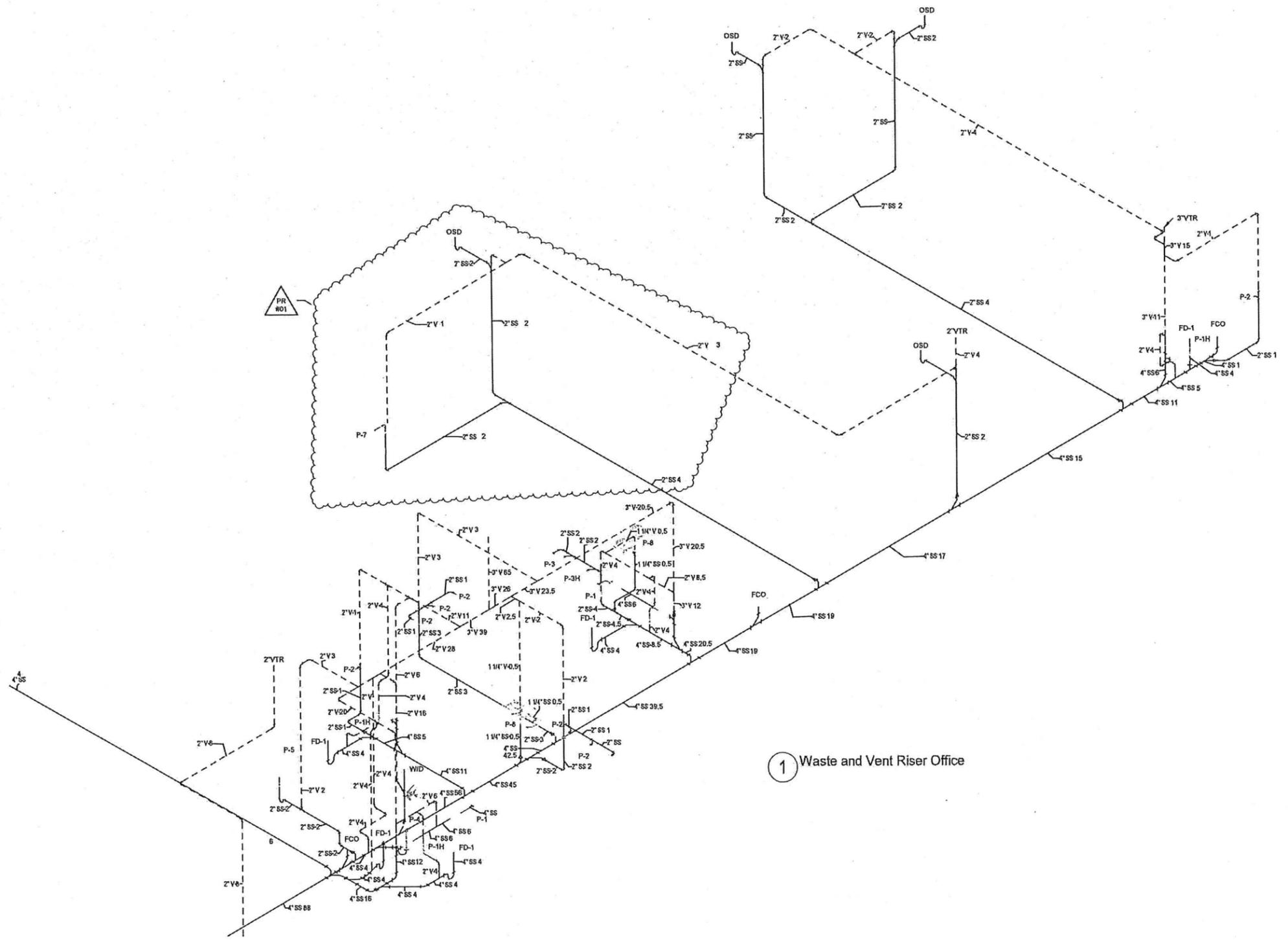
PLAN NORTH
 SCALE: 3/16" = 1'-0"
P101



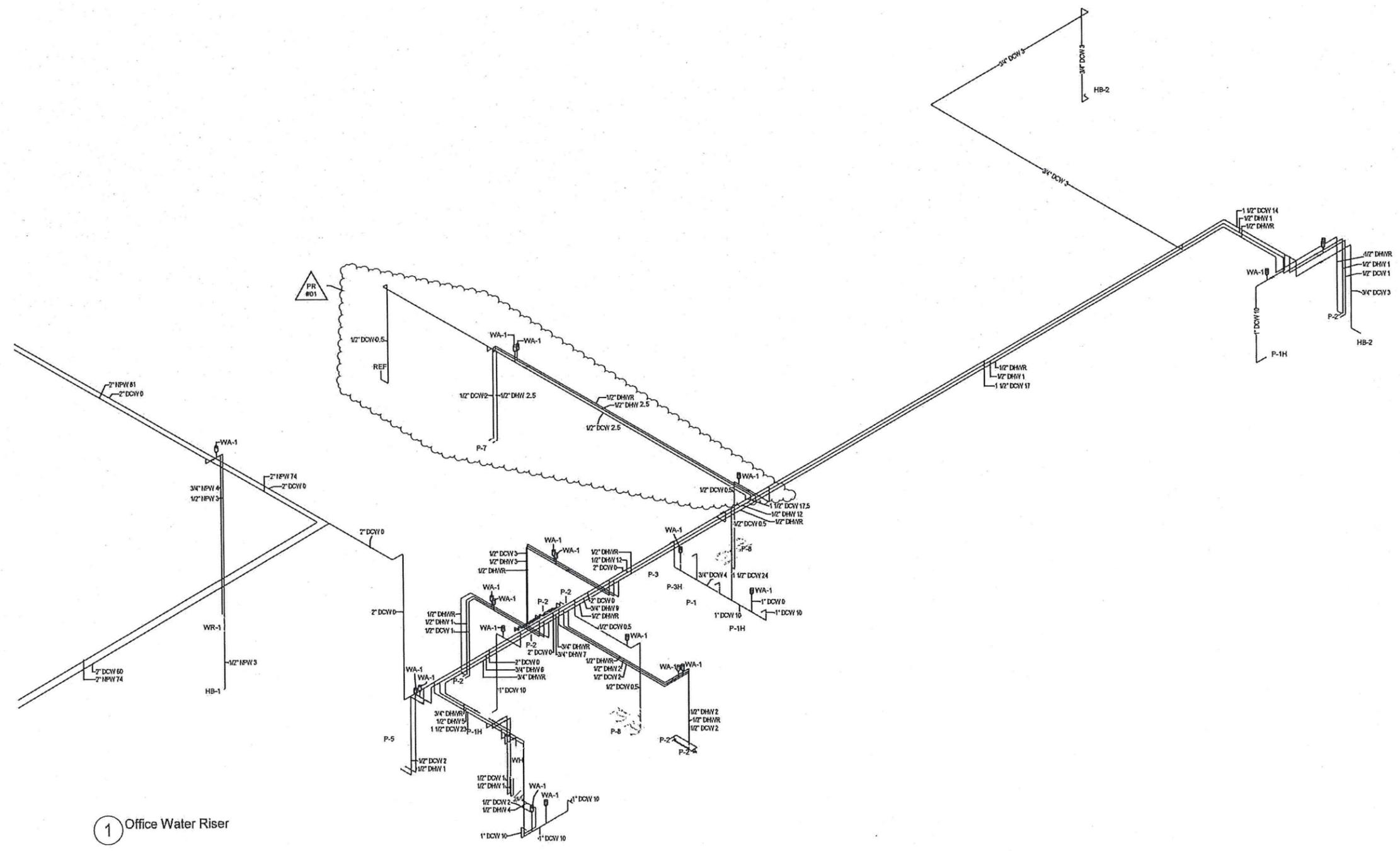
1 Office Plumbing Plan - Water
3/16" = 1'-0"

PR #01 11/22/2022
Office Water Plumbing Plan
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 February 01, 2022

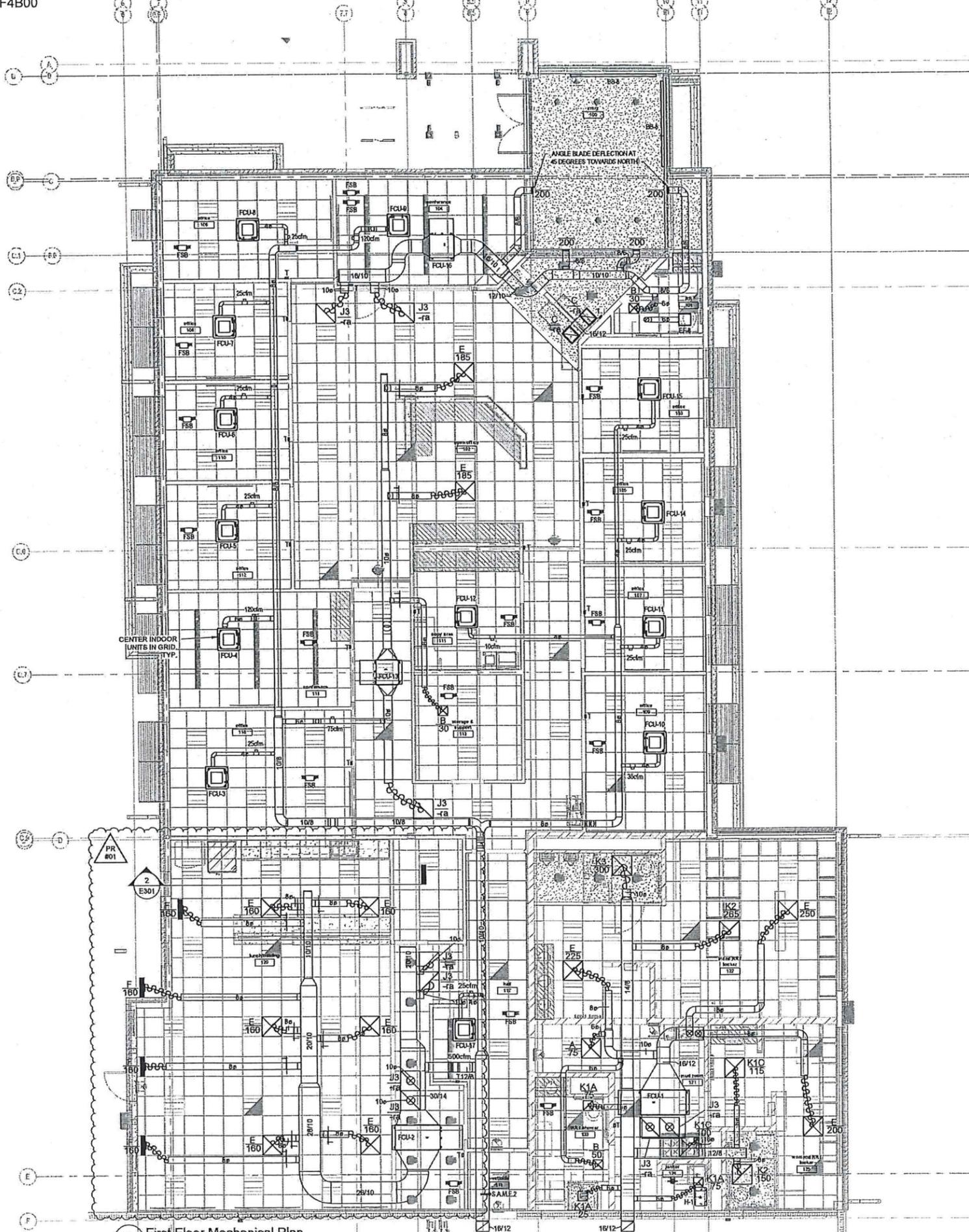
PLAN NORTH
 SCALE: 3/16" = 1'-0"
P102



1 Waste and Vent Riser Office



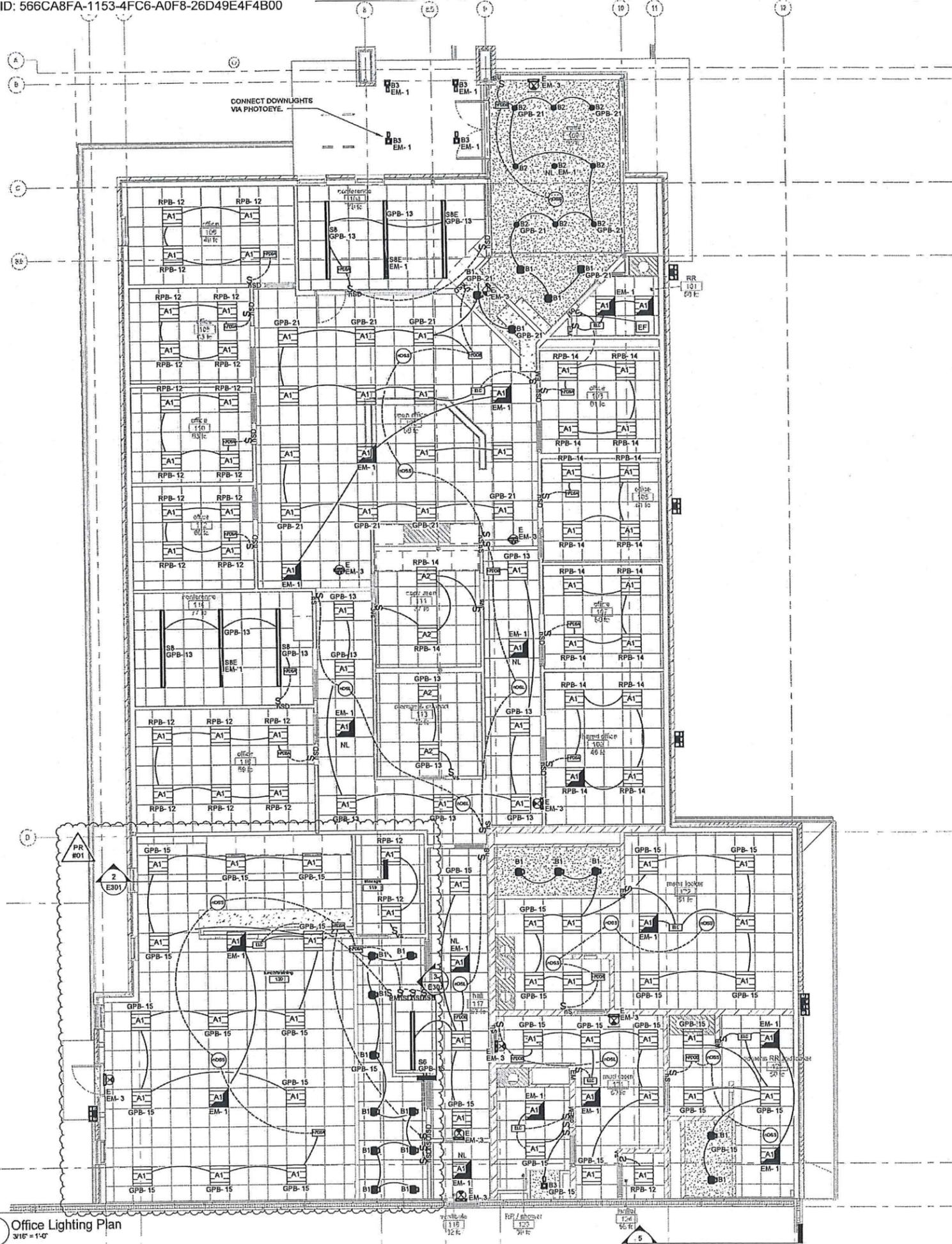
1 Office Water Riser



1 First Floor Mechanical Plan
3/16" = 1'-0"

Addendum #2
PR #01
Office Mechanical Plan
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805 Witzel Ave, Oshkosh WI 54902
February 01, 2022

PLAN NORTH
SCALE: 3/16" = 1'-0"
M102



LIGHTING FIXTURE SCHEDULE

TAG	MOUNTING	VOLTAGE	LOAD	MAKE	DESCRIPTION	MODEL
A1	GRID	120V	35 VA	Lithonia	2RTL2 2X2, Fixture to have 0-10V dimming, 3300 nominal lumens, 4000K	2RTL2 33L E21 LPB40
A2	GRID	120V	40 VA	Lithonia	2RTL2 2X2, Fixture to have 0-10V dimming, 4000 nominal lumens, 4000K	2RTL2 40L E21 LPB40
A3	GRID	120V	20 VA	Lithonia	2RTL2 2X2, Fixture to have 0-10V dimming, 2000 nominal lumens, 4000K	2RTL2 20L E21 LPB40
B1	Recessed	120V	15 VA	Lithonia	6" Square DOWNLIGHT 1000L 40K	LDN4CVL 4010 L04 AR LSS MVOLT GZ10 PM
B2	Suspended	120V	12 VA	Acuity Brands Lighting	4" Cylinder LED Pendant downlight, Fixture to have 4000K color temperature, 1000 nominal lumens, clear trim color, semi-specular finish, Architect to specify color.	ZL1N L48 - 5000LM L/ENS MVOLT 35K BOCRI VEH
B3	Recessed	120V	13 VA	Acuity Brands Lighting	6" Square Wafer Downlight 1000L 40K, Wet Location Rated	WF6 SQ
C1	RECESSED	120V	31 VA	Lithonia	4" LED Striplight, Fixture to have 0-10V dimming, 5000 nominal lumens, no lens, 4000K color temperature, 80 CRI, white finish, Damp listed.	ZL1N L48 - 5000LM L/ENS MVOLT 35K BOCRI VEH
D1	MOUNT AT BOTTOM CHORD OF JOISTS	120V	114 VA	Lithonia	LED High Bay 18000 lumens/Integral 360deg motion sensing control	IBG 18000LM SEF WD MV 40K BOCRI LAC2U
D1E	MOUNT AT BOTTOM CHORD OF JOISTS	120V	114 VA	Lithonia	LED High Bay 18000 lumens W/ UL924 listed high mount occupancy sensor.	IBG 18000LM SEF WD MV 40K BOCRI W/ SBOR6 OEX EM
D2	MOUNT AT BOTTOM CHORD OF JOISTS	120V	79 VA	Lithonia	LED High Bay 12000 lumens/Integral 360deg motion sensing control	IBG 12000LM SEF WD MV 40K BOCRI LAC2U
D2E	MOUNT AT BOTTOM CHORD OF JOISTS	120V	79 VA	Lithonia	LED High Bay 12000 lumens W/ UL924 listed high mount occupancy sensor.	IBG 12000LM SEF WD MV 40K BOCRI W/ SBOR6 OEX EM
E	WALL OR PENDANT	120V	5 VA	Lithonia	LED Exit Light, no battery, connect to EM power	LDN SWR MV
G	SURFACE	120V	224 VA	Lithonia	FIBERGLASS ENCLOSED & GASKETED LED HOSEDOWN HIGHBAY 18000L W/ High mount 360 motion sensor	FHE 18000LM PCL MD Z77 GZ10 40K BOCRI MSB
GE	SURFACE	120V	224 VA	LITHONIA	FIBERGLASS ENCLOSED & GASKETED LED HOSEDOWN HIGHBAY 18000L W/ UL924 listed high mount occupancy sensor.	FHE 18000LM PCL MD Z77 GZ10 40K BOCRI W/ SBOR6 OEX EM
J	SURFACE	120V	80 VA	Phoenix	EXPLOSION PROOF 4" LED PENDANT MOUNT, USE CLASS1 DN2 TECHNIQUES	LFXB 40K
M1	WALL	120V	48 VA	LITHONIA	DSXW1 LED WITH 2 LIGHT ENGINES 20 LED's 700mA DRIVER 4000K LED TYPE 3 MEDIUM OPTICS	DSXW1 40K
M2	WALL	120V	35 VA	LITHONIA	DSXW1 LED WITH 2 LIGHT ENGINES 20 LED's 530mA DRIVER 4000K LED TYPE FORWARD THROW MEDIUM OPTICS	DSXW1 40K
M3	WALL	120V	19 VA	LITHONIA	DSXW1 LED WITH 1 LIGHT ENGINES 10 LED's 530mA DRIVER 4000K LED TYPE 3 MEDIUM OPTICS	DSXW1 40K
M4	WALL	120V	23 VA	LITHONIA	DSXW1 LED WITH 2 LIGHT ENGINES 20 LED's 350mA DRIVER 4000K LED TYPE 3 MEDIUM OPTICS	DSXW1 40K
M5	WALL	120V	7 VA	LITHONIA	WDGE2 LED PD 40K	WDGE2 LED PD 40K
N1	POLE	120V	270 VA	LITHONIA	POLE: SSS 20' ON 2" CONCR BASE (REFER TO DETAIL), LED LUMINAIRE DSX2 LED P4 40K T4M MVOLT	DSX2 LED
N2	POLE	120V	120 VA	LITHONIA	POLE: SSS 20' ON 2" CONCR BASE (REFER TO DETAIL), LED LUMINAIRE DSX2 LED P4 40K BLC MVOLT	DSX2 LED
P	GRADE	120V	21 VA	Acuity Brands Lighting	D-SERIES FLOOD SIZE 1 W/2 COB 4000K & NEMA Medium Spot DISTRIBUTION with Polymyl mounting Spoke (PSS2x12x5, Medium 6" wide @ base)	DSX1 LED P1 40K MSP MVOLT
SB	GRID	120V	60 VA	Mark Architectural Lighting	4" Wide linear recessed fixture, 1000 Lumens per Foot, 4000K, Fixture to have 0-10V dimming.	SLOT4
SB	GRID	120V	60 VA	Mark Architectural Lighting	4" Wide linear recessed fixture, 1000 Lumens per Foot, 4000K, Fixture to have 0-10V dimming.	SLOT4
SBE	GRID	120V	80 VA	Mark Architectural Lighting	4" Wide linear recessed fixture, 1000 Lumens per Foot, 4000K, Fixture to have 0-10V dimming.	SLOT4
Y	SURFACE	120V	14 VA	Lithonia	PARKING GARAGE FIXTURE WITH 3 LIGHT ENGINES 700mA DRIVER 4000K LED's TSM OPTIC, INCLUDE PIR OCCUPANCY SENSOR OPTION.	DSXPG LED 30C 700 40K TSM MVOLT PIR

LIGHTING CONTROL SCHEDULE

ITEM	DESCRIPTION	MANUFACTURER	MODEL
ELC	Emergency Lighting Control Unit, UL924 listed relay, Refer to Detail	WattStopper	ELCU-200
SEM	Wall Mount Remote Test Switch for ELCU, Refer to Detail	WattStopper	EMTS-100
NOSS	nLIGHT Occupancy Sensor Large Motion	ACUITY CONTROLS	nCM PDT 10 RJB
NOSS	nLIGHT Occupancy Sensor Small Motion	ACUITY CONTROLS	nCM PDT 9 RJB
PPDS	Power Pack for nLight lighting controls with dimming, Automatic On/Automatic Off	nLight	nPP16 D EFP
PPDSA	Power Pack for nLight lighting controls with dimming, Manual On/Automatic Off	nLight	nPP16 D EFP SA
SNSD	Wall Mount nLight Low Voltage Wall Station Sensor Switch Dimmer	nLight	nWSX PDT LV DX
OS	SENSORSWITCH OCCUPANCY SENSOR, CEILING MOUNT 360 DEG SENSOR WITH DUAL TECHNOLOGY (PIR & MICROPHONICS).	Sensor Switch	CMR-PDT-10
FOS	Fixture Occupancy Sensor, fixture option. Refer to Fixture Schedule	-	-
S3	3 Way Wall Switch	-	-
S3VS	Wall Mount Line Volt Switch With Occupancy/Vacancy Sensor, Manual On, Multi-way Operation.	SensorSwitch	WSXA MWO PDT SA
SNLS	Wall Mount nLight Low Voltage Wall Station Sensor Switch	nLight	nWSX PDT LV
SOS	Wall Mount Occupancy Sensor Line Volt Switch	SensorSwitch	WSXA PDT
SOSF	Wall Mount Occupancy Sensor Line Volt Switch, 2 Pole Fan Switch	SensorSwitch	WSX PDT 2P FAN
ST	Wall Mount Timer Switch	Intermatic	FF30MC
SVS	Wall Mount Line Volt Vacancy Sensor Switch, Manual On.	SensorSwitch	WSXA PDT SA

Note: Architect to select device color

Addendum #2
 PR #01
Office Lighting Plan
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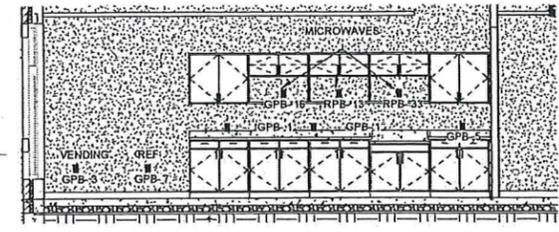
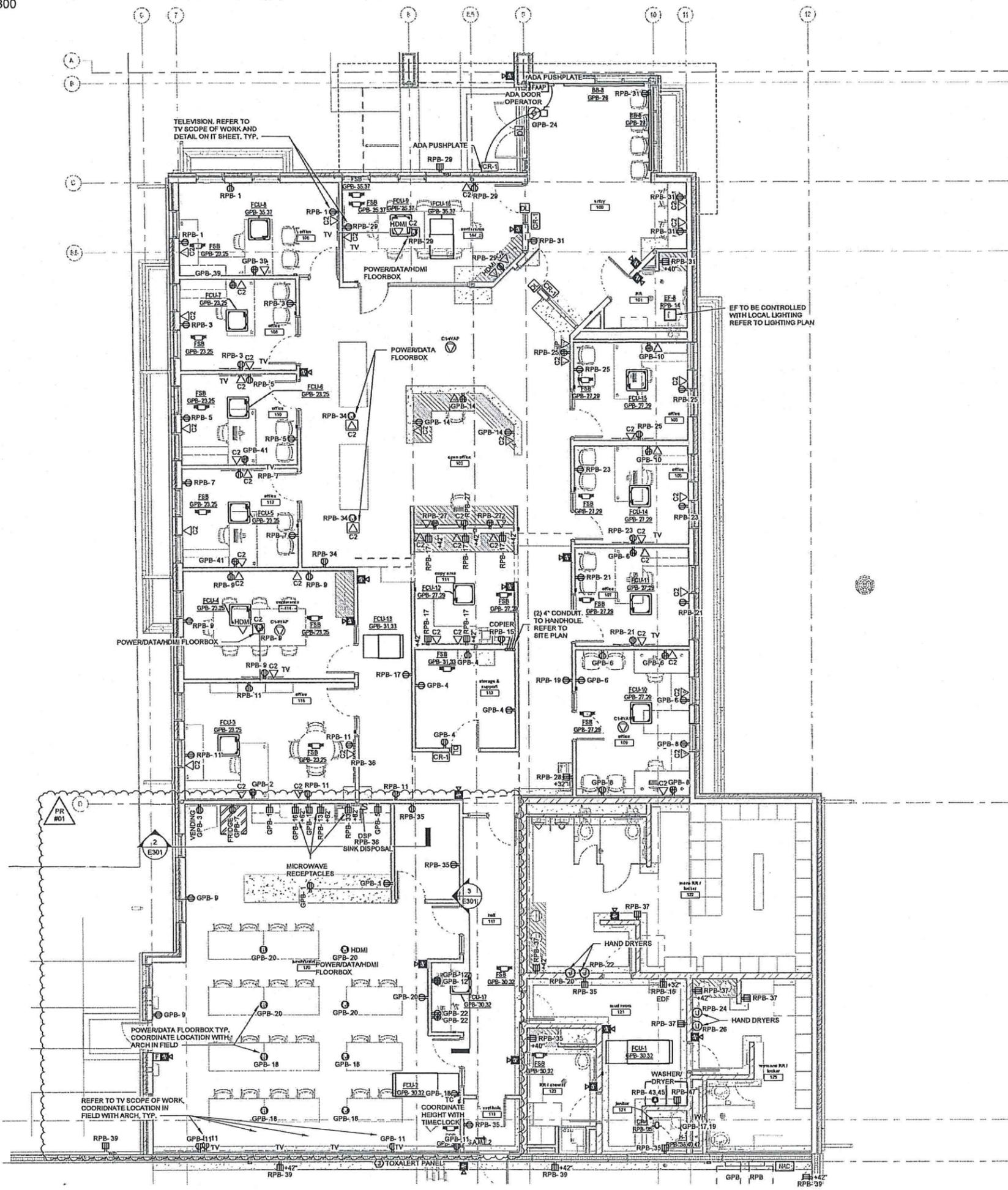


IT SCOPE OF WORK FOR EC:
REFER TO IT DRAWINGS, EC SHALL FURNISH AND INSTALL DATA JACK ROUGH IN LOCATIONS SHOWN BY IT AND E PLANS PER DETAIL 7-5402. EC SHALL ALSO PROVIDE ROUGH IN FOR OTHER DEVICES SHOWN BY IT DRAWINGS INCLUDING CEILING WAP DEVICES, ALL CABLING AND TERMINATIONS BY OTHERS.

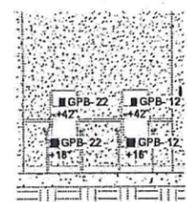
TV WALL BOX SCOPE OF WORK:
FOR EACH LOCATION INDICATED BY TV ON THE PLANS, EC SHALL FURNISH AND INSTALL A RECESSED WALL BOX, FSR PWB200 SERIES OR EQUAL, BOX SHALL BE MOUNTED AT 48" AFF OR AS DIRECTED BY THE ARCHITECT, EC SHALL ALSO INCLUDE DUPLEX RECEPTACLE BELOW TV, CONNECT TO 120V CIRCUIT INDICATED, INCLUDE A 1" EMT CONDUIT FROM THE RECESSED BOX UP TO ACCESSIBLE ABOVE CEILING SPACE, WITH A PULL STRING AND BUSHING, INCLUDE 1" CONDUIT TO HDMI/DATA BOX MOUNTED AT BELOW TV, 18" AFF, LOW VOLTAGE CABLING BY OTHERS, REFER TO DETAIL TV DETAIL ON IT PLANS AND ELEVATIONS ON ARCH PLANS

CARD READER SCOPE OF WORK:
EC SHALL INSTALL CARD READER SYSTEMS WHERE INDICATED ON PLANS, EC SHALL COORDINATE INSTALLATION REQUIREMENTS WITH GC/VENDOR, SHALL INCLUDE ROUGH IN FOR WALL MOUNT CARD READER AND DOOR FRAME MOUNT ELECTRIC STRIKE, ALSO CONNECT VENDORS 24V TRANSFORMER TO LOCAL 120V GENERATOR ELECTRIC POWER, WIRE LOW VOLTAGE CONNECTIONS PER SYSTEM MANUFACTURERS INSTRUCTIONS, COMPLETE AND READY TO USE.
SYMBOLS ON PLAN:
CR-1 CARD READER
DL DOOR ELECTRIC STRIKE

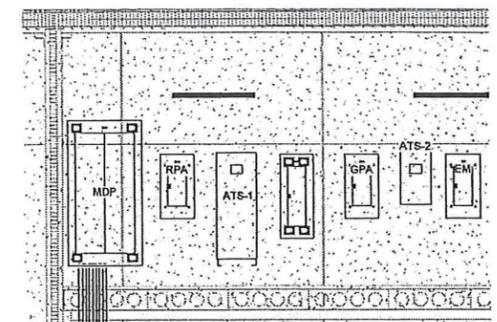
HAND DRYER SCOPE OF WORK:
EC SHALL FURNISH AND INSTALL HAND DRYERS WHERE INDICATED ON PLANS, EC SHALL COORDINATE INSTALLATION REQUIREMENTS WITH GC/VENDOR, HAND DRYERS TO BE DYSON AIRBLADE V, 120V 1000W, EC TO CONNECT, COMPLETE



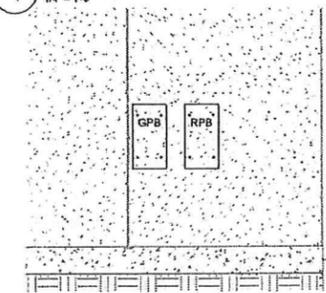
2 Lunch/Training Electrical Elevation
1/4" = 1'-0"



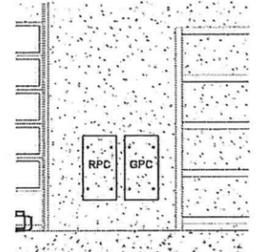
3 Hall 117 Electrical Elevation
1/4" = 1'-0"



4 Panel Group A Elevation
1/4" = 1'-0"



5 Panel Group B Elevation
1/4" = 1'-0"



6 Panel Group C Elevation
1/4" = 1'-0"

1 Office Power Plan
3/16" = 1'-0"

Addendum #2 02/16/2022
PR #01 11/22/2022
Office Power Plan
kuenyarch.com ©2021 Kueny Architects L.L.C. - All Rights Reserved
Parks Department Facility - City of Oshkosh - Project # 22-12
805 Witzel Ave, Oshkosh WI 54902
February 01, 2022

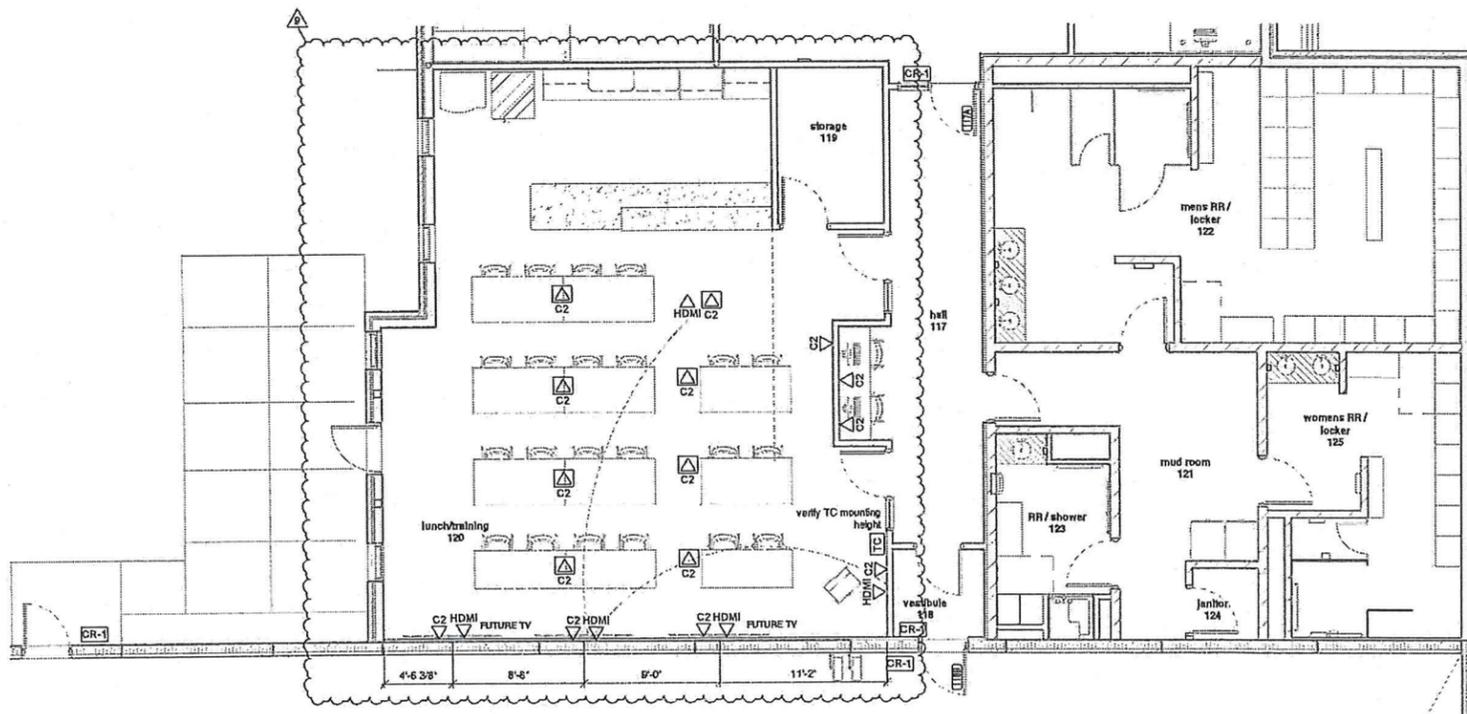
PLAN NORTH
SCALE: As Indicated
E301

TECHNOLOGY LEGEND

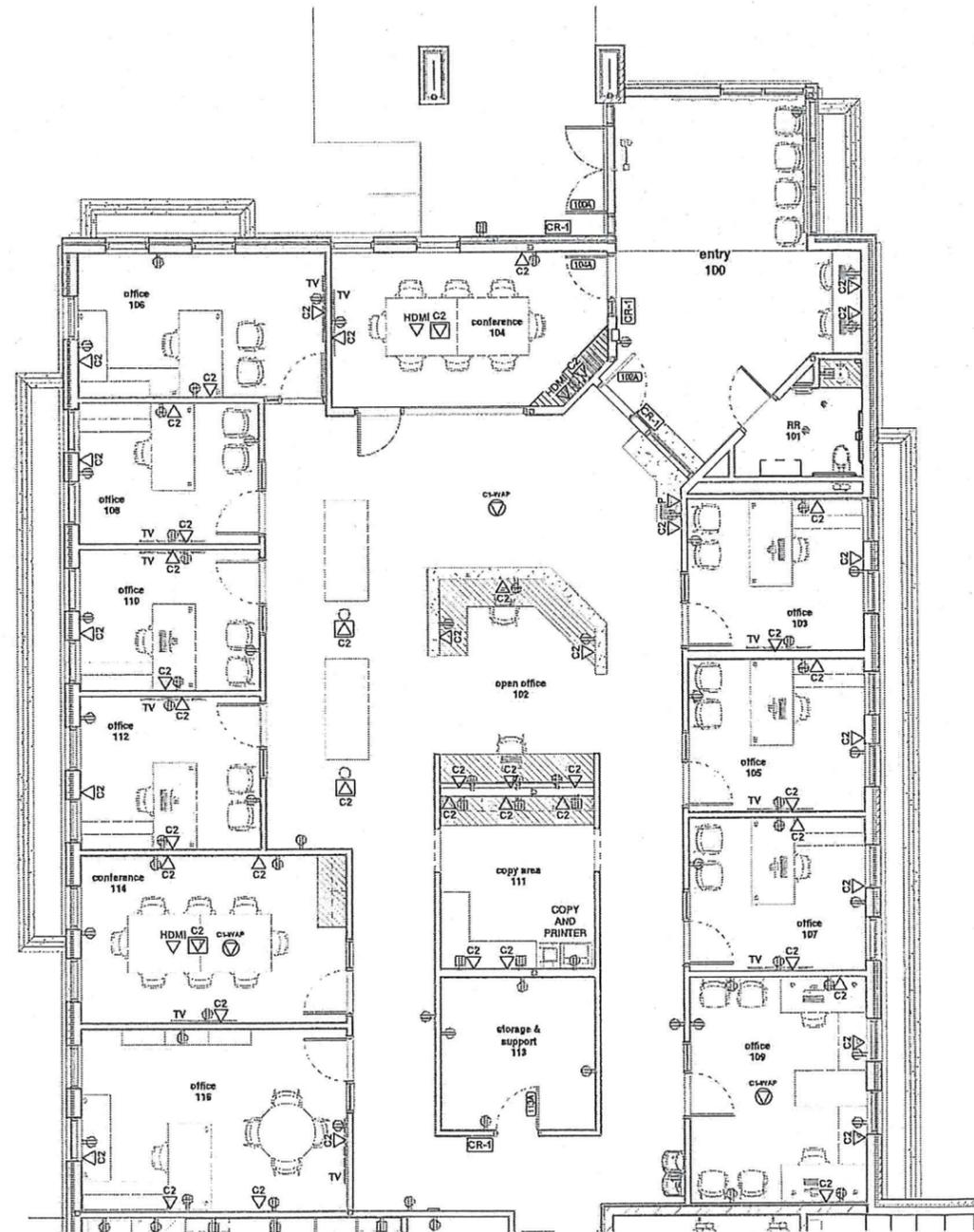
	SECURITY CAMERA LOCATIONS
	CARD READER LOCATIONS
	DATA LOCATIONS = (2) CAT6 LINES
	FLOOR BOX DATA LOCATION = (2) CAT6 LINES

IT GENERAL NOTES:

1. DATA PLAN TO BE REFERENCED WITH ELECTRICAL PLANS; ANY DISCREPANCY IS TO BE REVIEWED WITH THE ARCHITECT.
2. ALL OUTLET LOCATIONS SHOWN ARE FOR REFERENCE AND TO BE COORDINATE WITH THE MEP DRAWINGS; IF DISCREPANCIES OCCUR, REPORT TO THE ARCHITECT.
3. ALL TV LOCATIONS TO RECEIVE HIGH/LOW - HDMI / POWER / DATA PLUG IN LOCATION; REFER TO TYPICAL DETAIL.



2 Technology Plan - Lunch / Training
3/16" = 1'-0"



1 Technology Plan - Office
3/16" = 1'-0"

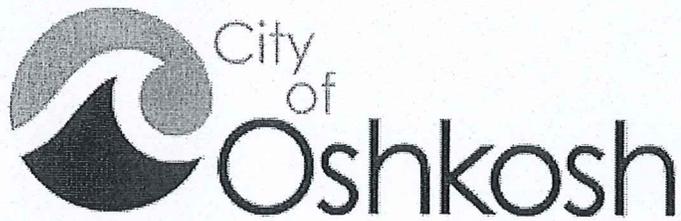
PR #01 - Lunch / Training Adjustment November 23, 2022
Enlarged Technology Plan - Admin.
 kuenyarch.com ©2022 Kueny Architects L.L.C. - All Rights Reserved
 Parks Department Facility - City of Deltona - Project # 22-12
 805 Wincez Ave., Deltona, WI 53802
 February 01, 2022



Taylor, Tracy L

From: DocuSign NA3 System <dse_NA3@docusign.net> on behalf of DocuSign via DocuSign <dse_NA3@docusign.net>
Sent: Saturday, April 8, 2023 11:40 AM
To: Taylor, Tracy L
Subject: Completed: Kueny Architects' Work Change Directives No. 4 and No. 6

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Your document has been completed.

[VIEW COMPLETED DOCUMENTS](#)

All signers completed Kueny Architects' Work Change Directives No. 4 and No. 6

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FEB 24 2023


KUENY
ARCHITECTS

10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 DEPT. OF PUBLIC WORKS Telephone: 262.857.8101 website: www.kuenyarch.com
 OSHKOSH, WISCONSIN

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*
 New Parks Facility
 805 Witzel Avenue
 Oshkosh, WI 53902

CONTRACT INFORMATION
 Contract for: General Construction
 Date: April 13, 2022
 Contract Number: 22-12

WCD INFORMATION
 WCD Number: 05
 Date: February 24, 2023

OWNER: *(name and address)*
 City of Oshkosh
 215 Church Avenue
 Oshkosh, WI 54901

ARCHITECT: *(name and address)*
 Kueny Architects, LLC
 10505 Corporate Drive, Suite 100
 Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
 SMA Construction Services, LLC
 201 W Walnut Street, Suite 301
 Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

1. Provide Best SFIC 1C-7TD1 cores for all locksets. \$1,685.41

Attachments: Contractor cost proposal (CR #5).

Proposed Change in Contract Price and Contract Time

Contract Price: 1,685.41 (increase)

Contract Time: No change

Basis of Estimated Change in Contract Price

- Lump Sum
- Unit Price
- Cost of the Work
- Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

Kueny Architects

Architect

DocuSigned by:

Jon Wallenkamp

DF642C88D6FA702...

By (Signature)

Jon Wallenkamp

Printed Name

2/27/2023

Date

City of Oshkosh

Owner

DocuSigned by:

Ray Maurer

CE39B80978524C2...

By (Signature)

Ray Maurer

Printed Name

3/1/2023

Date

SMA Construction

Contractor

DocuSigned by:

Kevin Winkler

18A0A9F24344428...

By (Signature)

Kevin Winkler

Printed Name

3/1/2023

Date





CHANGE REQUEST

NUMBER: 5

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 1.20.2023

CC: Stephanie Abhold

DESCRIPTION: CR 5 - Provide Cores & Keys per Owner Specifications

Breakdown:

Block Iron \$1,620.00

Subtotal: \$1,620.00
Mark-up: \$40.50
Bond: \$24.91

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: \$1,685.41

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

Kevin Winkler
SMA Construction Services

ACCEPTED BY ARCHITECT

Jon Wallenkamp
Kueny Architects

AUTHORIZED BY OWNER

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler

Date: 1.20.2023

BY: _____

Date: _____

BY: _____

Date: _____



Main Office: 1016 Witzel Ave. Oshkosh, WI 54902 920-231-8645 888-799-0499	Madison Branch 3121 Syene Rd. Madison, WI 53725 608-271-2744 800-236-2744	Milwaukee Branch 16925 W. Victor Rd. New Berlin, WI 53151 262-439-2200 262-439-2205	Wausau Branch 5903 Prairie St. Schofield, WI 54476 715-359-1800 866-552-5625
--	--	--	---

CHANGE ORDER REQUEST – PRICING BREAKOUT

<p align="center">Project</p> <p>Name: City of Oshkosh Parks Dept Facility</p> <p>Delivery Address: 805 Witzel Ave Oshkosh, WI 54902</p> <p>Job Number: 364168</p> <p>P.O. Number: 22010.0811</p> <hr/> <p align="center">Division 8 Block Iron Contacts</p> <p>Project Manager: Adam Malm</p> <p>Project Coordinator: Austin Borgart</p>	<p align="center">Customer</p> <p>Name: SMA Construction Services</p> <p>Address: 201 W Walnut St, #301 Green Bay, WI 54303</p> <p>Office Contact: Kevin Winkler</p> <p>Office Phone #: 920.438.3833</p> <p>Cell #: 920.883.1447</p> <p>Site Contact: Demo Mitsis</p> <p>Cell #: 920-979-0370</p>
---	--

We propose to furnish only per plans and specifications the following. All prices are net, F.O.B. our warehouse with full freight allowed per terms below.

Date Sent: 1/20/2023

Changes Per:

Email from Kevin @ SMA Construction	Comsense Change Order #:
<u>Description:</u>	<u>Total:</u>
Provide Best SFIC 1C-7TD1 cores for all locksets	\$1,620.00
Note: All material subject to mfg's standard lead times	
	Total: \$1,620.00

TOTAL \$1,620.00

Keying Schedule

364168 - 364168 (AM) City of Oshkosh Parks Dept Facility

Outside Key Code	Inside Key Code	Door #	Heading Number	Building Area	Location	Lock Number	Finish	Hand
		100A	001	ALUM	EXTERIOR from ENTRY 100	1C-7TD1 (BI MK In House)	606	
		102A	003		ENTRY 100 from OPEN OFFICE 102	1C-7TD1 (BI MK In House)	606	
		103A	004.1		OPEN OFFICE 102 to OFFICE 103	1C-7TD1 (BI MK In House)	606	
		104A	005		ENTRY 100 to CONFERENCE 104	1C-7TD1 (BI MK In House)	606	
		104B	006		OPEN OFFICE 102 from CONFERENCE 104	1C-7TD1 (BI MK In House)	606	
		105A	004.1		OPEN OFFICE 102 to OFFICE 105	1C-7TD1 (BI MK In House)	606	
		106A	004.1		OPEN OFFICE 102 to OFFICE 106	1C-7TD1 (BI MK In House)	606	
		107A	004.1		HALL 102A to OFFICE 107	1C-7TD1 (BI MK In House)	606	
		108A	004.1		OPEN OFFICE 102 to OFFICE 108	1C-7TD1 (BI MK In House)	606	
		109A	004.1		HALL 102A to OFFICE 109	1C-7TD1 (BI MK In House)	606	
		110A	004.1		OPEN OFFICE 102 to OFFICE 110	1C-7TD1 (BI MK In House)	606	
		112A	004.1		OPEN OFFICE 102 to OFFICE 112	1C-7TD1 (BI MK In House)	606	
		113A	007		HALL 102A to STORAGE & SUPPORT 113	1C-7TD1 (BI MK In House)	606	
		114A	004A		HALL 102A to CONFERENCE 114	1C-7TD1 (BI MK In House)	606	
		116A	004.1		HALL 102A to OFFICE 116	1C-7TD1 (BI MK In House)	606	
		117A	009		HALL 102A to HALL 117	1C-7TD1 (BI MK In House)	606	
		118A	008A		VESTIBULE 118 from HALL 117	1C-7TD1 (BI MK In House)	606	
		118B	010		VEHICLE PARKING 126 from HALL 117	1C-7TD1 (BI MK In House)	606	
		119A	011		LUNCH/TRAINING 120 to STORAGE 119	1C-7TD1 (BI MK In House)	606	
		120A	012		HALL 117 to LUNCH/TRAINING 120	1C-7TD1 (BI MK In House)	606	
		120B	012		HALL 117 to LUNCH/TRAINING 120	1C-7TD1 (BI MK In House)	606	
		120C	001A	ALUM	EXTERIOR from LUNCH/TRAINING 120	1C-7TD1 (BI MK In House)	606	

Keying Schedule

364168 - 364168 (AM) City of Oshkosh Parks Dept Facility

Outside Key Code	Inside Key Code	Door #	Heading Number	Building Area	Location	Lock Number	Finish	Hand
		121A	008		HALL 117 to MUD ROOM 121	1C-7TD1 (BI MK In House)	606	
		122A	013		MUD ROOM 121 to MENS RR/LOCKER 122	1C-7TD1 (BI MK In House)	606	
		124A	011		MUD ROOM 121 to JANITOR 124	1C-7TD1 (BI MK In House)	606	
		125A	013		MUD ROOM 121 to WOMENS RR/LOCKER 125	1C-7TD1 (BI MK In House)	606	
		126A	010.1		EXTERIOR from VEHICLE PARKING 126	1C-7TD1 (BI MK In House)	606	
		126B	020		EXTERIOR to/from VEHICLE PARKING 126	1C-7TD1 (BI MK In House)	606	
		126C	010.1		EXTERIOR to/from VEHICLE PARKING 126	1C-7TD1 (BI MK In House)	606	
		127A	010.1		EXTERIOR from CARPENTRY SHOP 127	1C-7TD1 (BI MK In House)	606	
		127B	014		VEHICLE PARKING 126 to CARPENTRY SHOP 127	1C-7TD1 (BI MK In House)	606	
		127C	015		CARPENTRY SHOP 127 from BULK STORAGE 128	1C-7TD1 (BI MK In House)	606	
		128A	020		EXTERIOR from BULK STORAGE 128	1C-7TD1 (BI MK In House)	606	
		128B	014		VEHICLE PARKING 126 to BULK STORAGE 128	1C-7TD1 (BI MK In House)	606	
		129A	020		EXTERIOR from PARKS SHOP & STORAGE 129	1C-7TD1 (BI MK In House)	606	
		130A	020		EXTERIOR from FORESTRY SHOP 130	1C-7TD1 (BI MK In House)	606	
		130C	020B		MAINTENANCE STORAGE / FUTURE 131 to FORESTRY SHOP 130	1C-7TD1 (BI MK In House)	606	
		132A	010A		EXTERIOR from WASH BAY 132	1C-7TD1 (BI MK In House)	606	
		132B	017		VEHICLE PARKING 126 to WASH BAY 132	1C-7TD1 (BI MK In House)	606	
		134A	018		MAINTENANCE SHOP 137 from LUBE ROOM 134	1C-7TD1 (BI MK In House)	606	
		135A	018		LUBE ROOM 134 from PRES. WASHER 135	1C-7TD1 (BI MK In House)	606	
		136A	018		BULK STORAGE 128 from CHEMICAL STORAGE 136	1C-7TD1 (BI MK In House)	606	

Keying Schedule

364168 - 364168 (AM) City of Oshkosh Parks Dept Facility

Outside Key Code	Inside Key Code	Door #	Heading Number	Building Area	Location	Lock Number	Finish	Hand
		137A	010.1		EXTERIOR from MAINTENANCE SHOP 137	1C-7TD1 (BI MK In House)	606	
		137B	014		VEHICLE PARKING 126 from MAINTENANCE SHOP 137	1C-7TD1 (BI MK In House)	606	
		138A	004		MAINTENANCE SHOP 137 to OFFICE/LIBRARY 138	1C-7TD1 (BI MK In House)	606	
		202A	020A		MEZZANINE STAIR to MEZZANINE 202	1C-7TD1 (BI MK In House)	606	

Taylor, Tracy L

From: DocuSign NA3 System <dse_NA3@docusign.net> on behalf of DocuSign via DocuSign <dse_NA3@docusign.net>
Sent: Wednesday, March 1, 2023 9:05 AM
To: Taylor, Tracy L
Subject: Completed: Work Change Directive No 5 for Contact 22-12
Attachments: Oshkosh_WCD #5 - Key Cores - 2023.02.24.pdf

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All signers completed Work Change Directive No 5 for Contact 22-12

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10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*
New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION
WCD Number: 06
Date: March 16, 2023

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

- Adjust Location of Water/Fire Protection Riser and UG Service \$5,688.77

Attachments:

- Contractor cost proposal (CR #5).
Kueny Architects Construction Bulletin (CB #03).

Proposed Change in Contract Price and Contract Time

Contract Price: \$5,688.77 (increase)

Contract Time: No change

Basis of Estimated Change in Contract Price

Lump Sum

Unit Price

Cost of the Work

Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

Kueny Architects

Architect

DocuSigned by:

Jon Wallenkamp

By (Signature)

Jon Wallenkamp

Printed Name

March 16, 2023

Date

City of Oshkosh

Owner

DocuSigned by:

Ray Maurer

By (Signature)

Ray Maurer

Printed Name

4/8/2023

Date

SMA Construction

Contractor

DocuSigned by:

Kevin Winkler

By (Signature)

Kevin Winkler

Printed Name

4/4/2023

Date





CHANGE REQUEST

NUMBER: 6

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 2.15.2023

CC: Stephanie Abhold

DESCRIPTION: CB #3 - Adjust Location of Water/Fire Protection Riser and UG Service

Breakdown: Further Breakdowns as required are being re sent.

Pieper:	\$2,118.00
De Noble Sewer & Water	\$2,275.00
Edgewater Plumbing	\$1,075.00

Subtotal:	\$5,468.00
Mark-up:	\$136.70
Bond:	\$84.07

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: \$5,688.77

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

Kevin Winkler
SMA Construction Services

ACCEPTED BY ARCHITECT

Jon Wallenkamp
Kueny Architects

AUTHORIZED BY OWNER

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler

Date: 2.15.2023

BY: _____

Date: _____

BY: _____

Date: _____



PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

January 6th, 2023

SMA Construction
201 W Walnut St #301
Green Bay, WI 54303

Re: Oshkosh Parks

Attn: Kevin Winkler

Electrical scope for CB #3 including:

- Adding 12'-15' of feeder pipe and wire to accommodate Panels GPB & RPB moving to the west.

Material \$1,300.00

Labor \$818.00

Total Pieper Price: \$2,118.00

Scott Westphal
Project Manager
Northeast WI | Pieper Electric
2400 Industrial Dr. |
Neenah, WI 54956 Cell:
(920) 442-0833



<http://www.pieperpower.com/>

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TERMS AND CONDITIONS OF SALE

1. **LIEN NOTICE.** As required by the Wisconsin Construction Lien Law, Seller (Pieper Electric, Inc. and all DBAs) hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on the Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner will probably receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid.
2. **ENTIRE AGREEMENT.** This Agreement constitutes the entire contract for material, work, and other goods and services (collectively "Goods") between the Seller and the buyer entering such Goods ("Buyer"). It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. This Agreement is solely for the benefit of Buyer and Seller, and is not intended for the benefit of any other party.
3. **PROPOSAL.** Seller is responsible for, and shall have sole control of, the construction methods, sequence and coordination of all work described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.
4. **CONSTRUCTION MATERIALS.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Excess materials delivered to job sites and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.
5. **ACCESS TO WORK AND SITE.** Buyer shall provide electric power, water, telephone and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.
6. **INSURANCE.** Seller shall maintain workers' compensation, automobile liability, commercial general liability and such other insurances as required by law. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.
7. **ENVIRONMENTAL HAZARDS.** Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials.
8. **SITE CONDITIONS.** Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.
9. **PAYMENT.** Buyer shall timely make all payments required by this Agreement. Time is of the essence as to all terms of payment. Buyer agrees that, in addition to other remedies available to Seller, if payment is not timely made, Seller shall be entitled to a service charge of 1.0% per month on all past due amounts, plus, if not contrary to any law, all costs of collection including actual attorney's fees. Seller shall furnish tax waivers to Buyer at the time each Progress Payment and the Final Payment is made to Seller for the proportionate value of all Goods ordered or delivered as of the time the payment is made. Final Payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work.
10. **JOB SIGN.** Buyer agrees to allow Seller to display a construction sign at the Project Site.
11. **CHANGES.** No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the Time Seller signs this Agreement. All Change Orders shall be incorporated as part of this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least 5 work days for each change unless otherwise agreed in writing.
12. **WORK STOPPAGE.** Should work be stopped for any reason, including but not limited to, public authority, Force Majeure event defined in paragraph 13, or the Buyer for more than thirty calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.
13. **DELAY.** Work shall be completed within the number of working days stated in this Agreement, unless delay occurs due to work stoppage, adverse weather conditions, labor disputes, charges by Buyer, work performed by Buyer (or Buyer's separate contractors) or governmental authorities, unavailability of materials or supplies, unavoidable casualties, accidents, environmental hazards, or a Force Majeure event (includes but not limited to war, riots, earthquakes, hurricanes, tornadoes, floods, lightning, explosions, energy blackouts/interruptions, lockouts, slowdowns, strikes, terrorism, unforeseen governmental legislation, action or declaration, or health emergency (including local, regional, or nation epidemic or pandemic)). Buyer's failure to make payments as required by this Agreement, or any other cause beyond Seller's sole control, shall extend the time of performance or, at Seller's Option, terminate this Agreement if the cause of the delay cannot be resolved within thirty calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.
14. **DISPUTES.** These Terms shall be deemed to have been made in and governed by the laws of the State of Wisconsin. Any legal suit or action with regard to these Terms or the Project hereunder may, at Seller's option, be venued in Milwaukee County Circuit Court, Wisconsin. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer. If an Arbitrator cannot be agreed upon, Seller can petition Circuit Court for same.
15. **WARRANTY.** Seller warrants and guarantees to Buyer that all material and equipment, and the work to be performed hereunder, will be of good quality and free from faults and defects. This warranty shall cover material (except lamps and other expendables) for the manufacturer's stated warranty period and workmanship for one year from the date of substantial completion. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. In no event shall Seller be liable for claims for any other damages based upon breach of express or implied warranty or negligence whether direct, immediate, foreseeable, consequential or special. This paragraph shall survive the entire liability with respect to warranties, guarantees, or representations, express or implied. Seller will be held harmless against claims, damages, losses and expenses, including attorney's fees arising from work not done by Seller's own workforce.
16. **CONFLICTING INCONSISTENCIES.** If any inconsistency or ambiguity is believed to exist among any of the documents comprising the contract, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement (including these Terms and Conditions); (b) the plans and specifications; if any; (c) other documents comprising the contract, if any.
17. **ASBESTOS AND TOXIC MATERIALS.** This proposal and contract is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material, in the event that such materials are encountered. Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
18. **PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE.** Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.
19. **IMPAIRMENT OF CREDIT.** If Buyer is or becomes insolvent, or is unable to pay his debts as they mature, or has or has filed against him a bankruptcy, insolvency, or similar petition or fails to pay any debt arising hereunder to Seller on time, or if Seller in good faith doubts the ability of Buyer to pay, Seller may, at its option, either: (a) terminate the work at any time thereafter, and Buyer shall thereupon pay for all work performed on a pro-rata basis (plus all lost profit) or (b) discontinue work until such time as the Buyer has paid Seller in full for work performed, has agreed to pay Seller for any additional costs incurred because of such discontinuance, and upon such other terms or conditions as may be imposed by Seller to ensure the payment for the work.
20. **HOLD HARMLESS.** Seller will hold harmless and defend Buyer against any claim brought by a third party for damages or losses arising out of Seller's performance of work under this contract, provided that the third party claim is attributable to bodily injury or death, or injury to or from destruction of tangible property, but only to the extent caused by the negligence of Seller or Seller's Subcontractors and not caused in whole or in part by the Buyer or its agents, employees or representatives. Seller shall not be liable for any consequential damages claimed by any party including, but not limited to, lost profit, loss of use, or attorney's fees. As conditions precedent to Seller's duties under this provision, Buyer must (a) provide Seller with written notice of any claim against Buyer immediately after Buyer is aware of the claim; and (b) remain current with all of Buyer's obligations under this contract. This provision is null and void if the Buyer fails to perform any of its obligations under this contract. Seller shall have the sole right to manage the defense of the claim or resolve the claim. Buyer agrees to fully cooperate with Seller in the investigation and defense of any claim brought by another party.
21. **WORKING HOURS.** Unless specifically noted, all work included in this contract is to be performed during normal business hours, Monday through Friday. Work performed at any other time, or on legal holidays, will result in an extra charge to Buyer.
22. **GENERAL EXCLUSIONS.** Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. Cost of pumping water from basements and other excavations is not included in quotation. Any alteration or deviation from the specifications as outlined on revenue involving extra cost of material or labor will only be included upon written orders for same and will become an extra charge over the sum mentioned in this contract. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited as the case may be. Patching of walls and floors is to be done by others unless specifically stated in this contract as Seller's responsibility.



CHANGE ORDER

SMA Construction

 201 W Walnut St #301

 Green Bay, WI 54303

ATTENTION : Kevin Winkler

JOB NAME: Oshkosh Parks
 CHANGE ORDER NUMBER: 4
 REVISION NUMBER:
 DATE: 1/6/2023
 JOB NO: 22071
 CONTRACT NO: 22010.161
 AMOUNT OF C/O: \$2,115

REGARDING YOUR REQUEST FOR QUOTATION:
 Cost associated with CB # 3.

SUMMARY:	A. LABOR	\$760
	B. MATERIALS	\$1,102
	C. EQUIPMENT/SUBCONTRACTS/MISC.	\$253
	GRAND TOTAL	\$2,115

ADDITIONAL CALENDAR DAYS EXTENDED TO CONTRACT COMPLETION DATE: 0

TERMS: THIS AMOUNT ONLY COVERS THE DIRECT COSTS IN LABOR, MATERIALS, SUBCONTRACTS AND EQUIPMENT NECESSARY TO EXECUTE THE CHANGED WORK DESCRIBED IN THE PROPOSAL. AT THE PRESENT TIME, WE CANNOT ASSESS OR EVALUATE THE OVERALL IMPACT OF THE CHANGED WORK ON OUR ORIGINAL CONTRACT SCOPE OF WORK. WE THEREBY RESERVE OUR RIGHTS TO CLAIM FOR ANY INDIRECT COSTS WHICH MAY ARISE IN THE FUTURE AS A RESULT OF DELAYS TO THE WORK, OUT OF SEQUENCE WORK, INEFFICIENCIES, EXTENDED CONTRACT COMPLETION, LABOR AND MATERIAL ESCALATION AND/OR ACCELERATION AND EXTENDED WARRANTIES.

PARTIES ARE AWARE THAT THE CORONAVIRUS COVID-19 ("OUTBREAK") WAS DECLARED A PANDEMIC BY THE WORLD HEALTH ORGANIZATION ON MARCH 11, 2020. THIS OUTBREAK MAY OR MAY NOT IMPACT THE NORMAL EXECUTION AND PERFORMANCE OF THIS CHANGE ORDER. SHOULD THERE BE AN IMPACT TO PERFORMANCE OF THIS CHANGE ORDER THE PARTIES AGREE THAT PIEPER ELECTRIC IS ENTITLED TO A REASONABLE EXTENSION OF TIME REPRESENTING THE IMPACT OF THE OUTBREAK ON ITS PERFORMANCE OR DELIVERY OBLIGATION OF THIS CHANGE OF WORK AND SHALL HAVE NO LIABILITIES OF DAMAGES TO THE CONTRACTOR WHETHER ARISING OUT OR IN CONNECTION WITH THE OUTBREAK. CONTRACTOR AGREES THAT BY ISSUING A FORMAL ACCEPTANCE OF THE CHANGE ORDER TO PIEPER ELECTRIC THAT THE CONTRACTOR UNDERSTANDS AND HAS ACCEPTED THE TERMS OF THIS CHANGE ORDER.

This price is valid for 14 days.

This form was approved:



CHANGE ORDER SUMMARY

SMA Construction
 201 W Walnut St #301
 Green Bay, WI 54303

ATTENTION : Kevin Winkler

JOB NAME: Oshkosh Parks
 CHANGE ORDER NUMBER: 4
 REVISION NUMBER:
 DATE: 1/6/2023
 JOB NO: 22071
 CONTRACT NO: 22010.161
 AMOUNT OF C/O: \$2,115

REGARDING YOUR REQUEST FOR QUOTATION:
 Cost associated with CB # 3.

SUMMARY:	A. LABOR		\$760
	B. MATERIALS		\$1,102
	C. DJE		\$115
	SBO: YES		
	SUBTOTAL		\$1,977
	OVERHEAD & PROFIT	7.00%	\$138
	D. SUBCONTRACTS		\$0
	OVERHEAD & PROFIT	5.00%	\$0
	SUBTOTAL		\$2,115
	BOND		\$0
	INSURANCE		\$0
	GRAND TOTAL		\$2,115

ADDITIONAL CALENDAR DAYS EXTENDED TO CONTRACT COMPLETION DATE: 0

THIS AMOUNT ONLY COVERS THE DIRECT COSTS IN LABOR, MATERIALS, SUBCONTRACTS AND EQUIPMENT NECESSARY TO EXECUTE THE CHANGED WORK DESCRIBED IN THE PROPOSAL. AT THE PRESENT TIME, WE CANNOT ASSESS OR EVALUATE THE OVERALL IMPACT OF THE CHANGED WORK ON OUR ORIGINAL CONTRACT SCOPE OF WORK. WE THEREBY RESERVE OUR RIGHTS TO CLAIM FOR ANY INDIRECT COSTS WHICH MAY ARISE IN THE FUTURE AS A RESULT OF DELAYS TO THE WORK, OUT OF SEQUENCE WORK, INEFFICIENCIES, EXTENDED CONTRACT COMPLETION, LABOR AND MATERIAL ESCALATION AND/OR ACCELERATION AND EXTENDED WARRANTIES.

JOB	NUMBER	C.O. NO.	DATE	REVISION
Oshkosh Parks	22071	4	6-Jan-23	

A. LABOR

*SUPER INTENDENT	0 HRS @	\$100.00	TOTAL	\$0.00
** SUPERVISOR	0 HRS @	\$81.34	TOTAL	\$0.00
*** SAFETY	0 HRS @	\$79.29	TOTAL	\$0.00
ELECTRICIAN	8 HRS @	\$95.00	TOTAL	\$760.00
ESTIMATOR	0 HRS @	\$58.62	TOTAL	\$0.00
ENGINEER	0 HRS @	\$50.00	TOTAL	\$0.00
	@		TOTAL	\$0.00
	@		TOTAL	\$0.00
	@		TOTAL	\$0.00
TRAVEL	@		TOTAL	\$0.00
SUBSISTENCE	@		TOTAL	\$0.00
PREMIUM COSTS			TOTAL	\$0.00
			LABOR TOTAL	\$760.00

B. MATERIALS

MATERIAL PER "TAKE-OFF"			TOTAL	\$1,070
MISCELLANEOUS MATERIAL & WASTE		3.00%	TOTAL	\$32
			SUBTOTAL	\$1,102
FREIGHT AND HANDLING			TOTAL	\$0
SPECIAL EXPEDITING			TOTAL	\$0
SALES TAX		0.0%	TOTAL	\$0
			MATERIAL TOTAL	\$1,102

*SUPER INTENDENT - 6% OF TOTAL MAN HOURS
 ** SUPERVISOR - 12 % OF TOTAL MAN HOURS
 *** SAFETY - 3 % OF TOTAL MAN HOURS

Joe DeNoble Sewer & Water Const.Inc.

774 W. Adam Dr. De Pere WI 54115

Proposal

Phone #	Fax #
---------	-------

920-403-1111 920-403-1112

E-mail JDSWRAT@MSN.COM

Cell # 920-621-6413

Submitted To:

SMA Construction Services LLC
201 W. Walnut St STE 301
Green Bay WI 54303

Date	Proposal #
1/24/2023	23-00020

Project:
Oshkosh Parks CB# 3

Item	Qty	Description
1	35	Extra feet of 6" Ductile Iron Water Material (pipe & stone) = \$1,085.00 Labor & Equipment = \$1,190.00
ATTN	1	Same provisions as on the original proposal
Prices only good for 15 days. Suppliers are not holding their price due to supply.		TOTAL \$2,275.00

We hereby propose to furnish material & labor complete in accordance with the above specification from the blueprint that is provided at time of bid, for the above sum. Sales Tax is not included. PAYMENT is 30 Days from Invoice Date. All material is guaranteed to be as specified. All work is completed in a workmanlike manner. ANY alteration or deviation from above specs that were based on original blueprint at time of bid, involving extra costs will be executed & will become an extra charge over & above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, & other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance. ACCEPTANCE OF PROPOSAL: The above prices, specs, & conditions are satisfactory & hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature & Date _____

Kevin Winkler

From: Deanne DeNoble <dmdenoble@msn.com>
Sent: Monday, February 27, 2023 2:32 PM
To: Kevin Winkler
Subject: Re: Oshkosh Parks - CB #03

Follow Up Flag: Follow up
Flag Status: Flagged

\$30.00 /lf for the pipe
\$1.00/lf for stone
the rest is labor and equip

Deanne
Joe DeNoble Sewer & Water Const. Inc
774 W. Adam Dr
De Pere WI 54115



CHANGE ORDER

4320 Industrial Court, Sheboygan, WI 53083

PH: (920) 452-7586

FAX: (920) 452-9880

TO: SMA Construction
 201 W. Walnut Street
 Suite 301
 Green Bay, WI 54303

THIS CHANGE ORDER NO. 2
 DATE OF CHANGE ORDER 1/30/2023
 PROJECT NAME New Parks Facility
 CONTRACT NO. 22010,15400

UNDER OUR CONTRACT AGREEMENT DATED

April 21, 2022

You are hereby authorized to make the following change(s) in accordance with the terms and conditions of our Contract Agreement, identified above:

CB #3

This change order request includes the necessary labor and materials to re-locate the water main riser to the location as shown on CB#3.

Labor 8 hours @ \$125.00 = \$1,000.00

Misc. Materials \$75.00

For the (Additive) (Deductive) sum of:

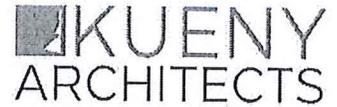
One thousand seventy five and 00/100

Dollars

(\$

1075.00

),



10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTION

PROJECT: *(name and address)*
Oshkosh Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: June 2022

BULLETIN INFORMATION
CB Number: 03 Rev.1
Date: January 12, 2023

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI

ARCHITECT:*(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

The Contractor shall carry out the work in accordance with the following supplemental instruction without change to the Contract Sum or Contract Time. Proceeding with this work in accordance with these instruction indicated your acknowledgment that no change in Contract Sum or Contract Time will be issued.

DESCRIPTION OF PROPOSED INSTRUCTION:

Description: This Construction Bulletin is being issued to adjust the location of the water service and fire protection riser.

This Construction Bulletin contains the following adjustments:

Civil

- 1. C4 - Water connection to plumbing riser.

Electrical

- 1. E302 - Shifted panel GPB & RPB due to relocated plumbing riser.

Plumbing

- 1. P100 - Relocated plumbing riser to North East corner of vehicle parking.
- 2. P102 - Relocated plumbing riser to North East corner of vehicle parking.
- 3. P104 - Relocated plumbing riser drainage to North East corner of vehicle parking.
- 4. P201 - Relocated plumbing riser drainage to North East corner of vehicle parking.
- 5. P202 - Relocated plumbing riser drainage to North East corner of vehicle parking.
- 6. P203 - Relocated plumbing riser to North East corner of vehicle parking.
- 7. P204 - Relocated plumbing riser to North East corner of vehicle parking.

ISSUED BY ARCHITECT:

Jon P. Wallenkamp AIA, Principal
NAME AND TITLE

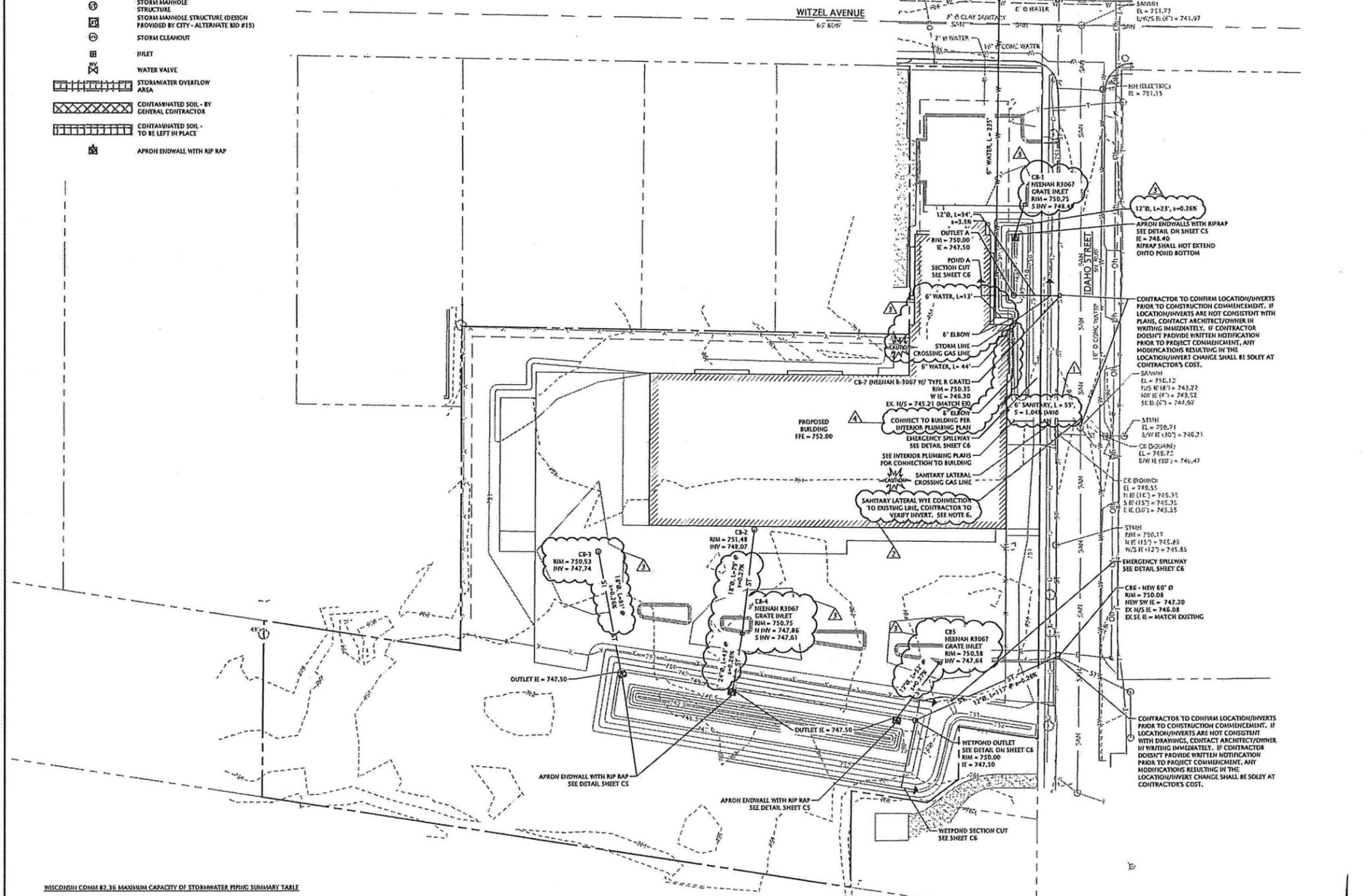
SIGNATURE:

NAME & DATE



- PROPOSED CONDITIONS LEGEND**
- ST STORM SEWER
 - ST STORM LINE (DESIGN BY CITY - ALTERNATE BID #15)
 - SAH SANITARY SEWER
 - W WATER LINE
 - E ELECTRIC LINE
 - ⊕ SANITARY MANHOLE STRUCTURE
 - ⊕ STORM MANHOLE STRUCTURE
 - ⊕ STORM MANHOLE STRUCTURE (DESIGN PROVIDED BY CITY - ALTERNATE BID #15)
 - ⊕ STORM CLEANOUT
 - ⊕ INLET
 - ⊕ WATER VALVE
 - STORMWATER OVERFLOW AREA
 - CONTAMINATED SOIL - BY GENERAL CONTRACTOR
 - CONTAMINATED SOIL - TO BE LEFT IN PLACE
 - APRON ENDWALL WITH RIP RAP

- GENERAL NOTES**
- SEE SHEET C1 FOR EXISTING CONDITIONS LEGEND AND NOTES.
- GENERAL UTILITY NOTES**
- ALL EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF EXISTING UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREOF. CONTRACTOR SHALL CONTACT "DIGGERS HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION AND SHALL BE RESPONSIBLE FOR PROTECTING UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION. REPAIR OF ANY UTILITY DAMAGE SHALL BE PERFORMED AT CONTRACTOR'S EXPENSE.
 - LENGTHS OF ALL PROPOSED UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
 - CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS AND SIZES OF SANITARY, WATER AND STORM LATERALS AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS. NOTIFY OWNER PRIOR TO PROJECT COMMENCEMENT, IF A CONFLICT IS FOUND AFTER PROJECT COMMENCEMENT, NOTIFY OWNER IMMEDIATELY AND ANY REWORK SHALL BE PERFORMED AT CONTRACTOR'S COST.
 - CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND APPROVALS FOR UTILITY CONNECTIONS, INTO EXISTING SYSTEMS, FROM GOVERNING JURISDICTIONS. SUBMIT APPROVALS TO OWNER PRIOR TO CONSTRUCTION COMMENCEMENT.
 - STORM SEWER SPECIFICATIONS
 - PIPE - WITHIN ROW, PIPE SHALL BE RCP. WITHIN SUBJECT SITE, PIPE SHALL EITHER BE REINFORCED CONCRETE PIPE (RCP), PVC PIPE (SPECIFIED UNDER SANITARY SEWER SPECIFICATIONS) OR HIGH DENSITY POLYETHYLENE CORRUGATED (HDPE) PIPE. RCP PIPE SHALL MEET THE REQUIREMENTS OF ASTM, CLASS III (MINIMUM C-76 WITH RUBBER GASKET JOINTS CONFORMING TO ASTM C-43). HDPE PIPE SHALL BE AS MANUFACTURED BY HANCOR OR EQUAL, WITH WATER TIGHT JOINTS, DESIGN MARKING "H" VALUE OF 0.010, OR EQUAL, AND SHALL MEET THE REQUIREMENTS OF AASHTO DESIGNATION M-294 TYPE 5.
 - CATCH BASINS - CATCH BASINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH PRECAST TYPE I CATCH BASIN OF THE FDAL. ALL PRECAST INLET UNITS SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF AASHTO DESIGNATION M 189.
 - CATCH BASINS AND MANHOLE STRUCTURES - CONTRACTOR TO CONFIRM APPROPRIATE SIZE PRIOR TO ORDERING STRUCTURES. IF SIZE SHOWN ON PLANS DOESN'T MATCH CONTRACTOR'S DETERMINED SIZE, CONTRACTOR SHALL CONTACT ARCHITECT IN WRITING IMMEDIATELY FOR A DETERMINATION. IF CONTRACTOR ORDERS STRUCTURES AND THEN DETERMINES THERE IS A CONFLICT, THE CONTRACTOR SHALL PAY FOR ALL COSTS TO CONSTRUCT THE PROPER SIZE STRUCTURE.
 - PRECAST REINFORCED BASES - SHALL BE PLACED ON A BED OF MATERIAL AT LEAST 6 INCHES IN DEPTH, WHICH MEETS THE REQUIREMENTS OF GRANULAR BACKFILL. THIS BEDDING SHALL BE COMPACTED AND PROVIDE UNIFORM SUPPORT FOR THE ENTIRE AREA OF THE BASE.
 - STRUCTURE STEPS - SHALL BE INSTALLED IN ALL STRUCTURES OVER 5 FEET IN DEPTH. 16 INCH C-C MAXIMUM SPACING; PROJECT A MINIMUM CLEAR DISTANCE OF 4 INCHES FROM THE WALL AT THE POINT OF EMBEDMENT; MINIMUM LENGTH OF 10 INCHES; IRON/STEEL WALL EMBEDMENT OF 3 INCHES; AND BE CAPABLE OF SUPPORTING A CONCENTRATED LOAD OF 300 LBS. FERROUS METAL STEPS NOT PAINTED OR TREATED TO RESIST CORROSION SHALL HAVE A MINIMUM CROSS SECTIONAL DIMENSION OF 1 INCH. ALUMINUM SURFACES TO BE IMBEDDED IN CONCRETE SHALL BE GIVEN ONE COAT OF SUITABLE QUALITY PAINT, SUCH AS ZINC CHROMATE PRIMER CONFORMING TO FEDERAL SPECIFICATION Y1-P-645 OR EQUIVALENT. STEPS OF APPROVED POLYPROPYLENE PLASTIC COATED REINFORCEMENT BAR ARE ACCEPTABLE.
 - ALL BAR STEEL REINFORCEMENT SHALL BE IMBEDDED 2 INCHES CLEAR UNLESS OTHERWISE SHOWN OR NOTED.
 - MANHOLES - MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FILE NO'S. 12, 13 AND 15 OF THE "STANDARD SPECIFICATIONS". MANHOLE FRAMES SHALL BE HEENHAW R-2580-C WITH TYPE C GRATE OR EQUAL FOR PAVEMENT OR FIELD LOCATION.
 - BACKFILL AND BEDDING - STORM SEWER SHALL BE CONSTRUCTED WITH GRAVEL BACKFILL AND CLASS B BEDDING IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE CLASS C BEDDING WITH COMPACTED SOIL BACKFILL CONFORMING TO SECTION 6.43.5 OF THE "STANDARD SPECIFICATIONS". ALL BACKFILL/BEDDING SHALL BE COMPACTED BY MECHANICAL MEANS.
 - FIELD THE CONNECTION - ALL FIELD THE ENCOUNTERED DURING CONSTRUCTION SHALL BE INCLUDED IN THE UNIT PRICED FOR STORM SEWER. THE LINES CROSSED BY THE TRENCH SHALL BE REPLACED WITH THE SAME MATERIAL AS THE STORM SEWER.
 - STORM SEWER SERVICES SHALL TERMINATE WITH REMOVABLE, RUBBER COMPRESSION GASKETED PLUGS.
 - SANITARY SEWER SPECIFICATIONS
 - CONSTRUCTION - IN ACCORDANCE WITH THE CHAPTER NR110 OF THE WISCONSIN ADMINISTRATIVE CODE, "STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN", AND CITY ORDINANCES.
 - PIPE - SANITARY SEWER PIPE MATERIAL SHALL BE POLYVINYL CHLORIDE (PVC) MEETING REQUIREMENTS OF ASTM D 3034, SDR-35, WITH INTEGRAL BELL TYPE FLEXIBLE ELASTOMERIC JOINTS, MEETING THE REQUIREMENTS OF ASTM D-3212.
 - CONNECTIONS - ALL LATERAL CONNECTIONS SHALL BE FABRICATED WYE CONNECTIONS AND ALL RISER CONNECTIONS SHALL BE FABRICATED THE CONNECTIONS.
 - LATERAL CONNECTION TO MAIN - THE EXISTING SANITARY MAIN IS 8" VITRIFIED CLAY, THEREFORE, THE FIELD CONNECTION WILL REQUIRE A PORTION OF THE EXISTING MAIN AT THE CONNECTION TO BE CUT OUT AND REPAIRED WITH A PVC PIPE SECTION AND STRONG BAND FERRIC CONNECTION ON EITHER SIDE OF THE FACTORY WYE.
 - SANITARY SERVICES SHALL TERMINATE WITH REMOVABLE, RUBBER COMPRESSION GASKETED PLUGS, IF APPLICABLE.
 - LATERAL TERMINUS - SHALL BE MARKED WITH A 2 BY 4 HARDWOOD TIMBER EXTENDING FROM THE TERMINUS TO 2 FEET ABOVE GROUND, PERPENDICULAR TO GROUND SURFACE. THE TIMBER SHALL BE PAINTED GREEN, EACH LATERAL SHALL BE PROVIDED WITH A WATERPROOF AND LEAK PROOF STOPPER OR CAP SUBJECT TO APPROVAL OF THE CITY ENGINEER, IF APPLICABLE.
 - BEDDING AND COVER MATERIAL - WATER MAIN BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 6.43.0 OF THE "STANDARD SPECIFICATIONS".
 - BACKFILL - BACKFILL MATERIAL AND INSTALLATION SHALL BE IN ACCORDANCE CHAPTER 6.43.4 OF THE "STANDARD SPECIFICATIONS". GRAVEL BACKFILL IS REQUIRED IN ALL PAVED AREAS AND TO A POINT 5 FEET BEYOND THE EDGE OF PAVEMENT. TRENCHES RUNNING PARALLEL TO AND LESS THAN 5 FEET FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE GRAVEL BACKFILL. LANDSCAPED AREAS MAY BE BACKFILLED WITH EXCAVATION MATERIAL IN CONFORMANCE WITH SECTION 6.43.5 OF THE "STANDARD SPECIFICATIONS".
 - CONSTRUCTION OF BACKFILL - ALL BACKFILL SHALL BE COMPACTED BY MECHANICAL MEANS AS SPECIFIED IN CHAPTER 2.6.1 (b) OF THE "STANDARD SPECIFICATIONS". AT THE END OF THE WORKING DAY, OPEN EXCAVATIONS SHALL NOT EXCEED 25 FEET IN LENGTH AND SHALL BE BARRICADED OFF OR STEEL PLATED.
 - TESTING - THE PIPE SHALL BE TESTED IN ACCORDANCE WITH CHAPTER 3.2.6 (K) FOR THE 5% DEFLECTION LIMIT, DEFLECTION TEST, AND FILE NO. 30, PART V8 OF THE "STANDARD SPECIFICATIONS". ALL PIPE SHALL BE REQUIRED TO PASS THE LOW-PRESSURE AIR TEST AS SPECIFIED IN CHAPTER 3.7.0, LEAKAGE TEST OF SANITARY SEWERS, AND FILE NO. 31, PART VII "STANDARD SPECIFICATIONS".
 - WATER SPECIFICATIONS
 - CONSTRUCTION - IN ACCORDANCE WITH THE CHAPTER NR110 OF THE WISCONSIN ADMINISTRATIVE CODE, "STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN", AND CITY ORDINANCES.
 - CONTRACTOR TO CONTACT MR. RYAN LENKE OF THE CITY OF OSHKOSH WATER DISTRIBUTION UTILITY (920-232-5330) AT LEAST 7 DAYS PRIOR TO ANY WORK INVOLVING THE PUBLIC WATER MAIN, INCLUDING LATERAL CONNECTIONS.
 - CONTRACTOR TO CONTACT THE CITY WATER DIVISION AS SOON AS POSSIBLE TO REQUEST WATER SERVICE METER AND CONNECTION.
 - NEW WATER PIPES SHALL BE DUCTILE IRON WITHIN THE PUBLIC ROW. WATER PIPES WITHIN PRIVATE PROPERTY SHALL BE PVC OR DUCTILE IRON PER CITY OF OSHKOSH SPECIFICATIONS FOR WATER LATERALS.
 - 3/8 SCOTCHMARK MODEL 1408-XR GENERAL AND 1404-XR WASTEWATER MARKERBALLS ARE REQUIRED AT THE BACK OF WALK AND AT THE CONNECTION TO THE MAIN TO PROVIDE LOCATION OF THE STORM AND SANITARY LATERALS RESPECTIVELY. NOTE: THE MAXIMUM BURY DEPTH OF MARKERBALLS IS 5 FEET.
 - IF THE EXISTING SANITARY STRUCTURE ON IDAHO DOES NOT ALLOW FOR A LATERAL CONNECTION TO BE MADE THAN IT IS THE DEVELOPER'S RESPONSIBILITY TO REPLACE THE PUBLIC STRUCTURE TO ACCOMMODATE THE NEW CONNECTION.

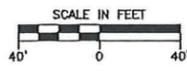


WISCONSIN COMM 22.36 MAXIMUM CAPACITY OF STORMWATER PIPING SUMMARY TABLE

UPGRADIENT STRUCTURE	DOWNGRADIENT STRUCTURE	ROOF SQUARE FEET	PAVEMENT SQUARE FEET	GRASS SQUARE FEET	FLOW (GALLONS PER MIN)	CUMULATIVE FLOW (GALLONS PER MIN)	DESIGN PIPE DIAMETER (IN)	DESIGN PIPE SLOPE (%)	MIN. PIPE SIZE (TABLE 3.02.36-4)
CB-1	BIORHALE	-	6,450	534	205	205	0.26	12	8
CB-2	CB-4	33,872	-	-	1,303	1,303	0.27	18	15
CB-3	WETPOND	-	21,524	32	663	667	0.26	18	12
CB-4	WETPOND	-	13,887	747	434	1,737	0.26	24	18
CB-5	WETPOND	-	14,594	657	455	455	0.27	12	10

DIGGERS HOTLINE
 Toll Free (800) 242-8511
 Milwaukee Area (414) 259-1181
 Hearing Impaired TDD (800) 542-2289
 www.DiggersHotline.com

"The information shown on this drawing concerning type and location of underground utilities is not guaranteed to be accurate or all inclusive. The contractor is responsible for making his own determination as to the type and location of underground utilities as may be necessary to avoid damage thereto."

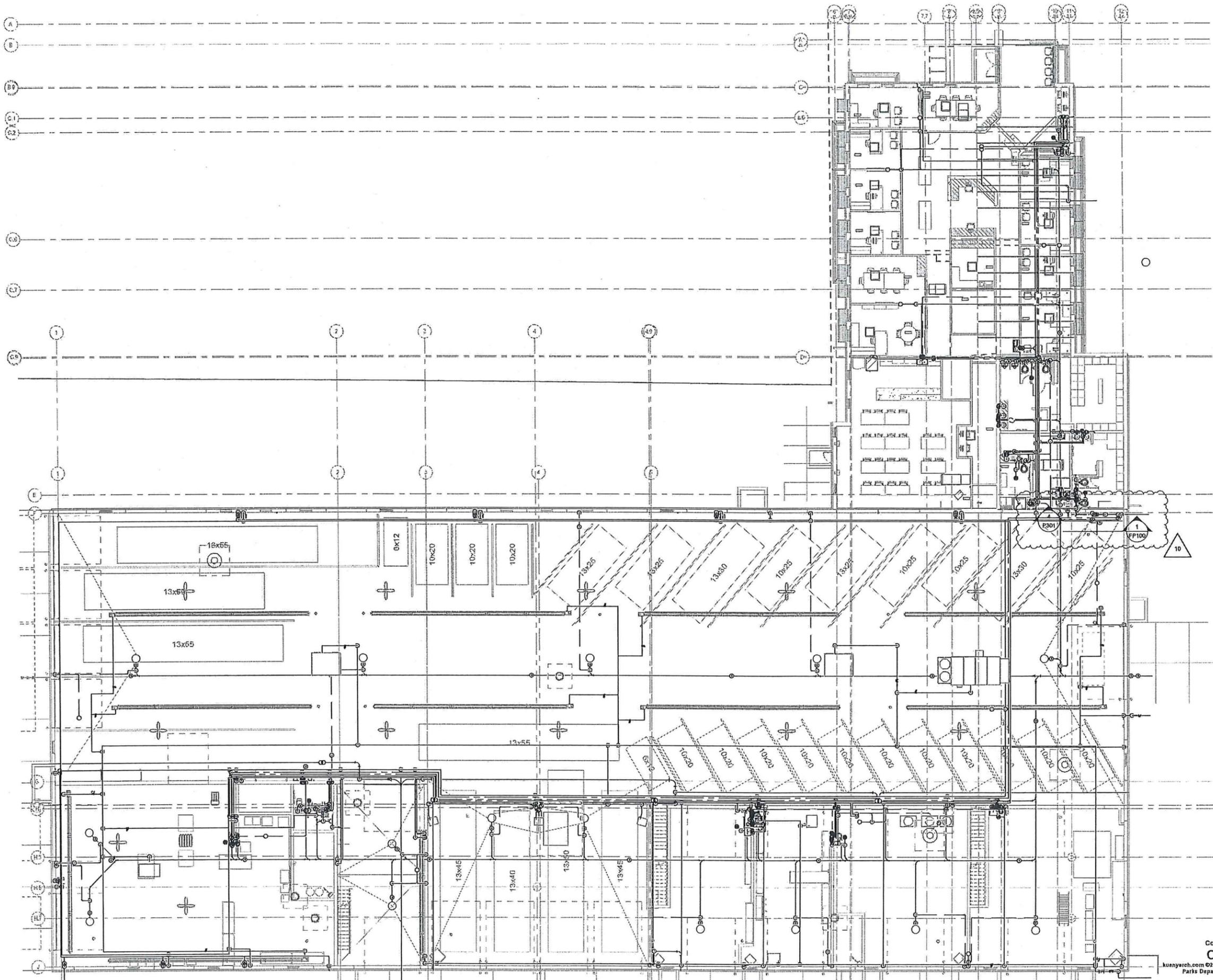


NEW FACILITY UTILITY PLAN
 OSHKOSH PARKS DEPARTMENT
 OSHKOSH, WISCONSIN

DESIGNED BY JPF	APPROVED BY LKJ	DATE 1/29/2022
REVISION NO.	REVISIONS	DATE BY
2	ADDENDUM #2 - SAN. LINE LOCATION CHANGE	02/17/2022 LJS
3	CITY COMMENTS	02/25/2022 LJS
4	CB #3	01/12/2023 LJS

TERRATEC PROJECT NO. 2103005
 SHEET NO. C4 OF C6

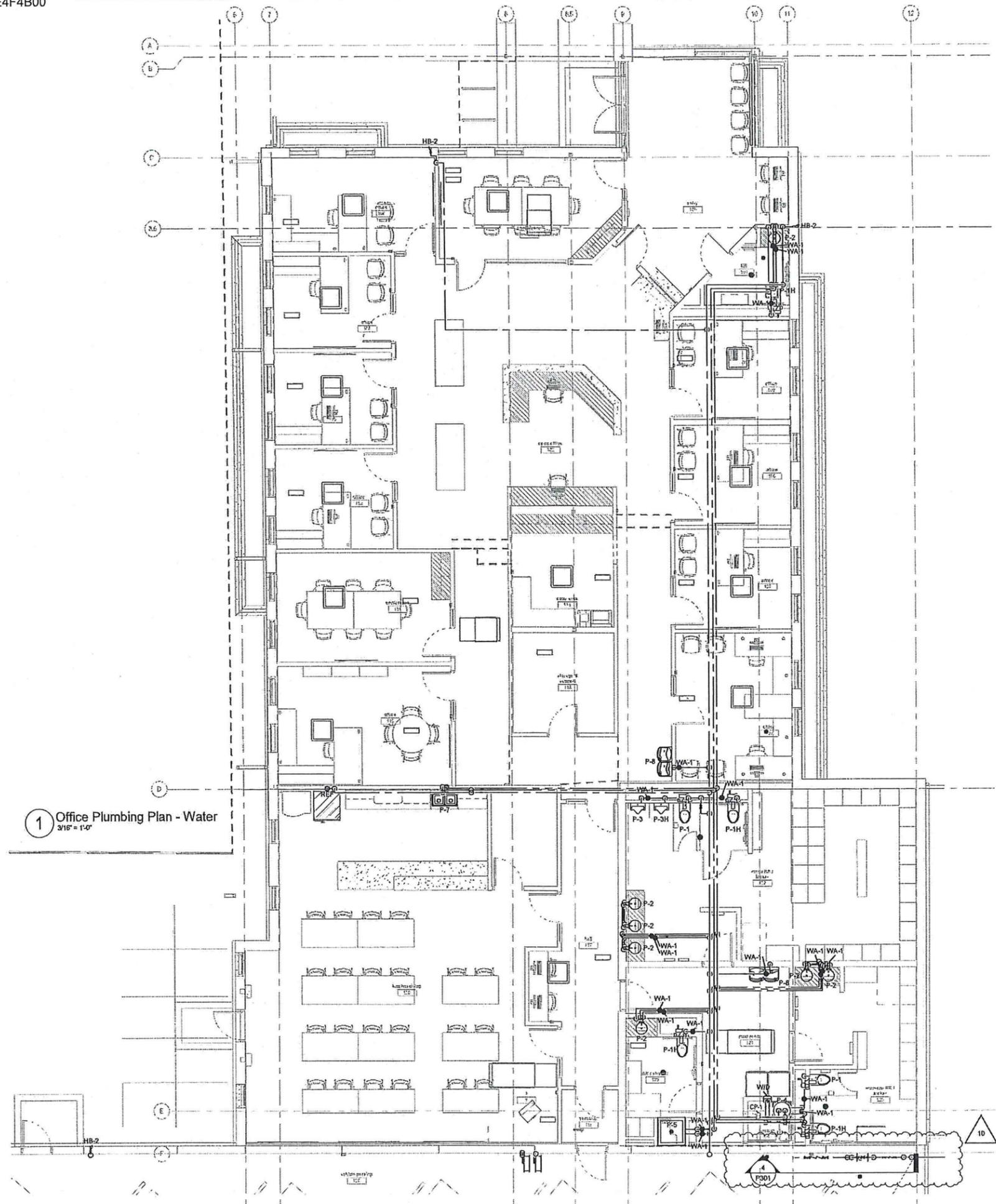
TERRATEC ENGINEERING, LLC
 707 222 E. WISCONSIN BLVD., STE. 200
 OSHKOSH, WI 54901
 TEL: 202.371.9005 - FAX: 202.371.1990
 © 2021 TERRATEC ENGINEERING, LLC



1 Overall Plumbing Plan
3/32" = 1'-0"

Construction Bulletin #03 12/30/2022
Overall Plumbing Plan
 kuenyarch.com ©2021 Kueny Architects L.L.C. - All Rights Reserved
 Parks Department Facility - City of Oshkosh - Project # 22-12
 806 Witzel Ave, Oshkosh WI 54902
 February 01, 2022

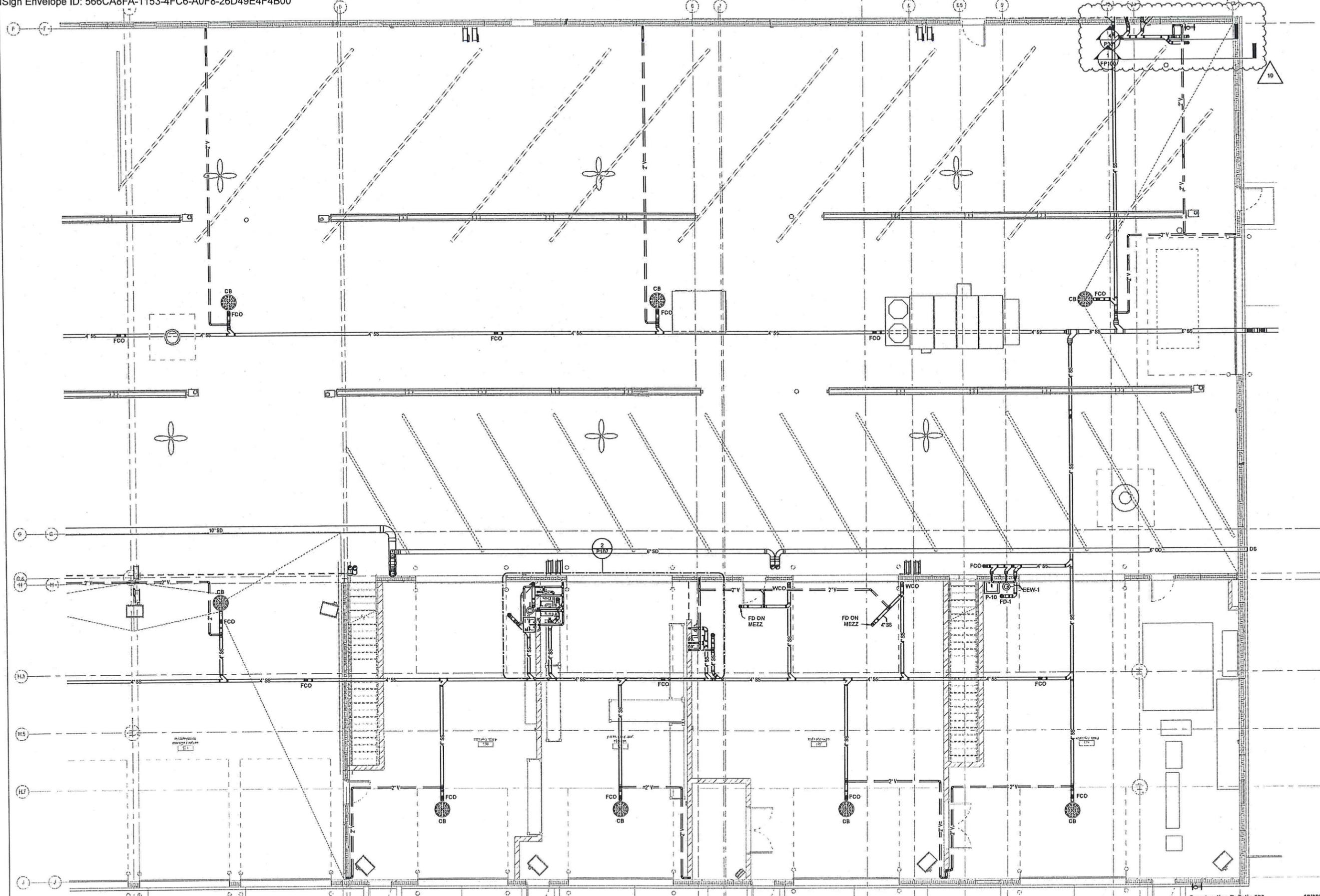
PLAN NORTH
 SCALE: 3/32" = 1'-0"
P100



1 Office Plumbing Plan - Water
3/16" = 1'-0"

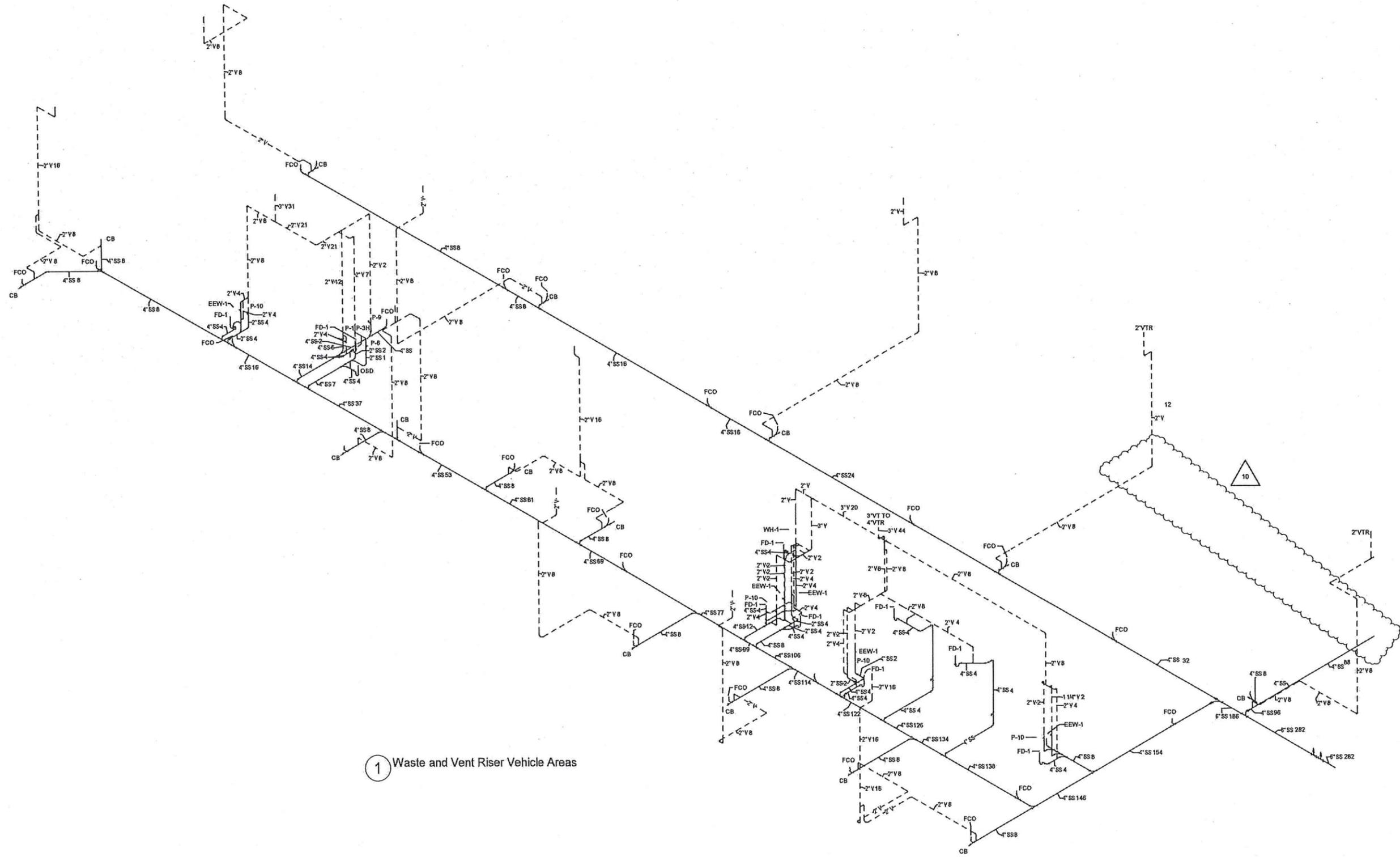
Construction Bulletin #03 12/30/2022
 PR #01 11/22/2022
Office Water Plumbing Plan
 kuenyarch.com ©2021 Kueny Architects L.L.C. - All Rights Reserved
 Parks Department Facility - City of Oshkosh - Project # 22-12
 806 Witzel Ave, Oshkosh WI 54902
 February 01, 2022

PLAN NORTH
 SCALE: 3/16" = 1'-0"
P102

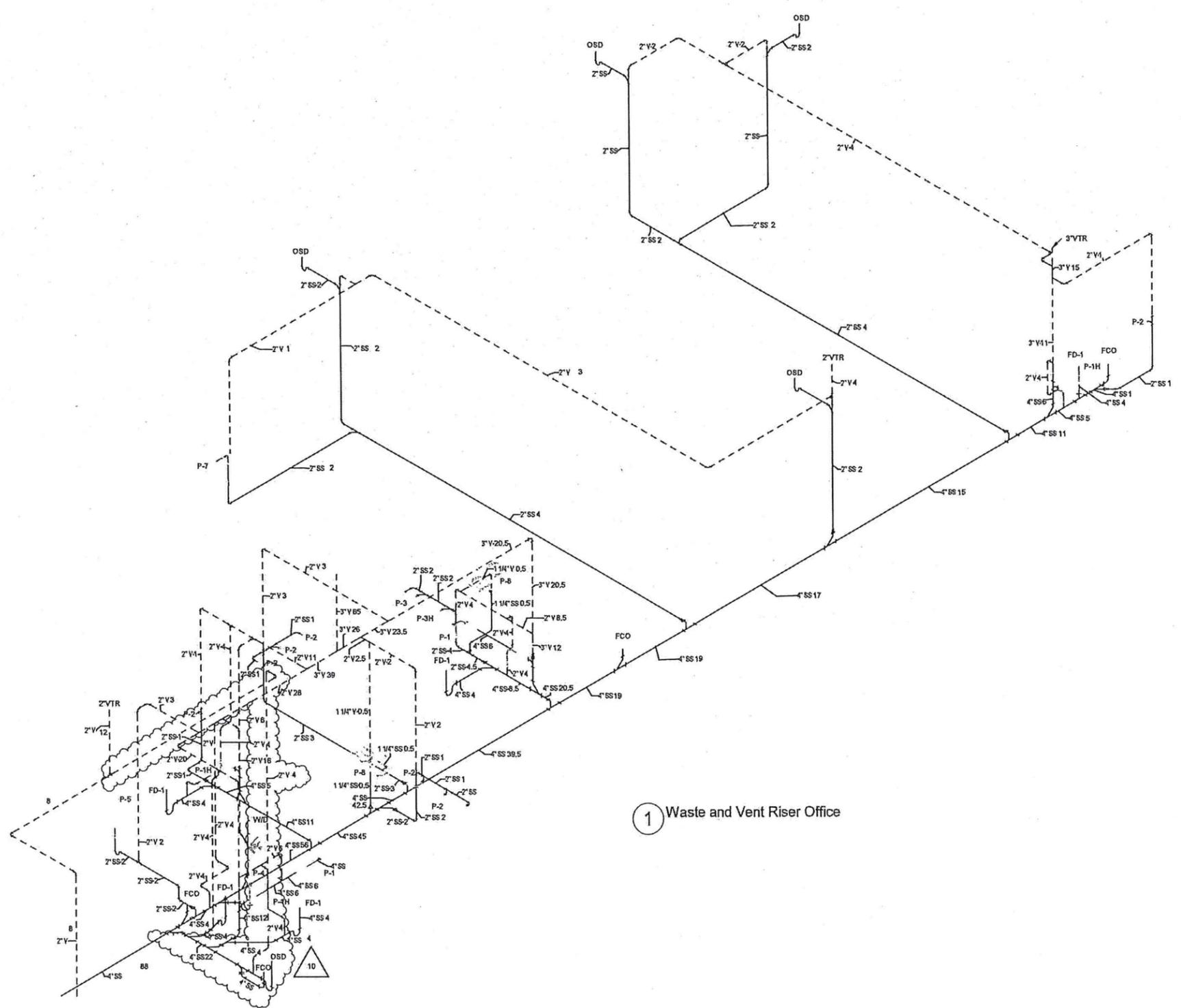


1 Shops Plumbing Plan - Waste and Vent
3/16" = 1'-0"

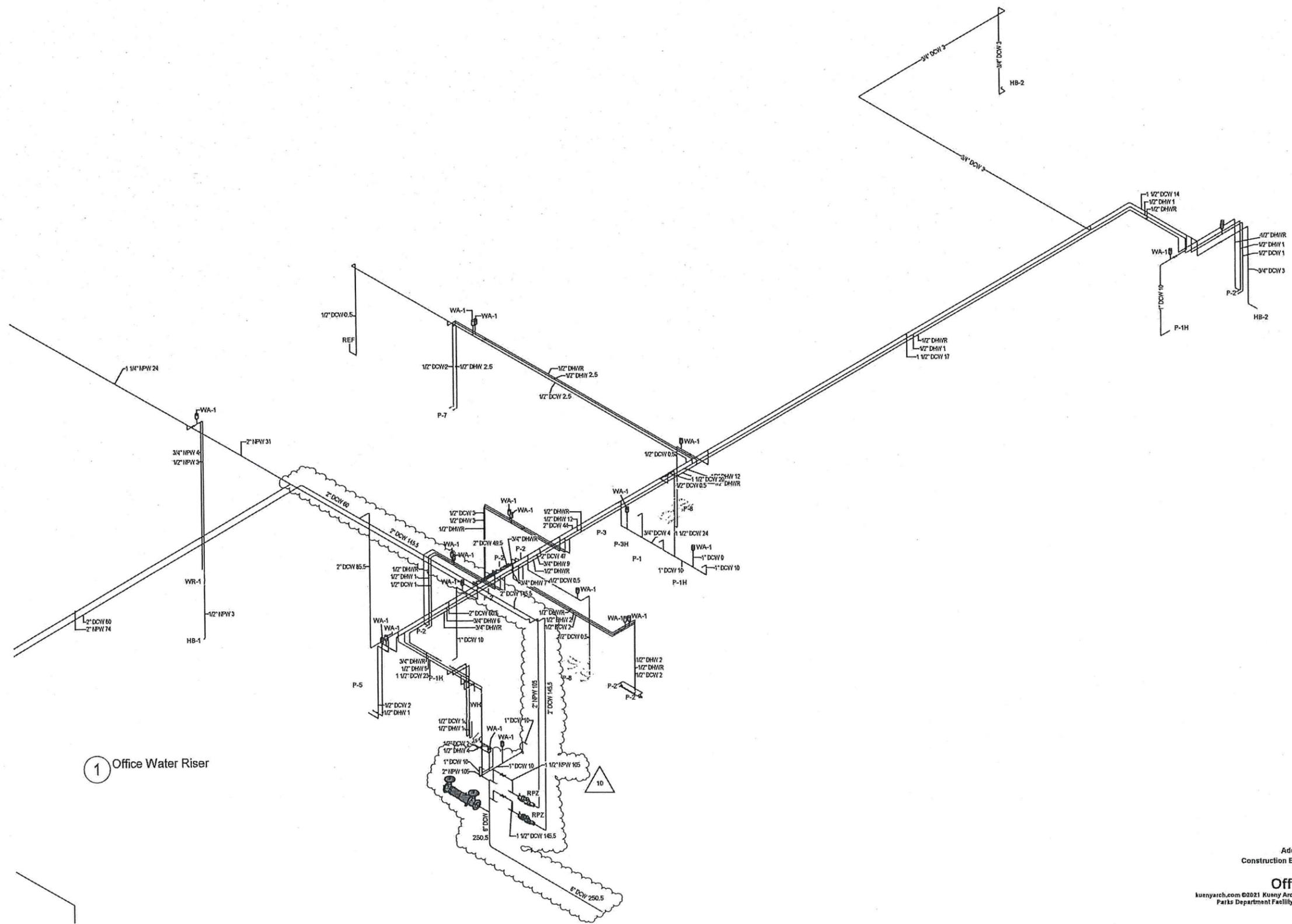
Construction Bulletin #03 12/30/2022
Shops Plumbing Plan - Waste and Vent
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 805 Witzel Ave, Oshkosh WI 54902
 February 01, 2022



1 Waste and Vent Riser Vehicle Areas



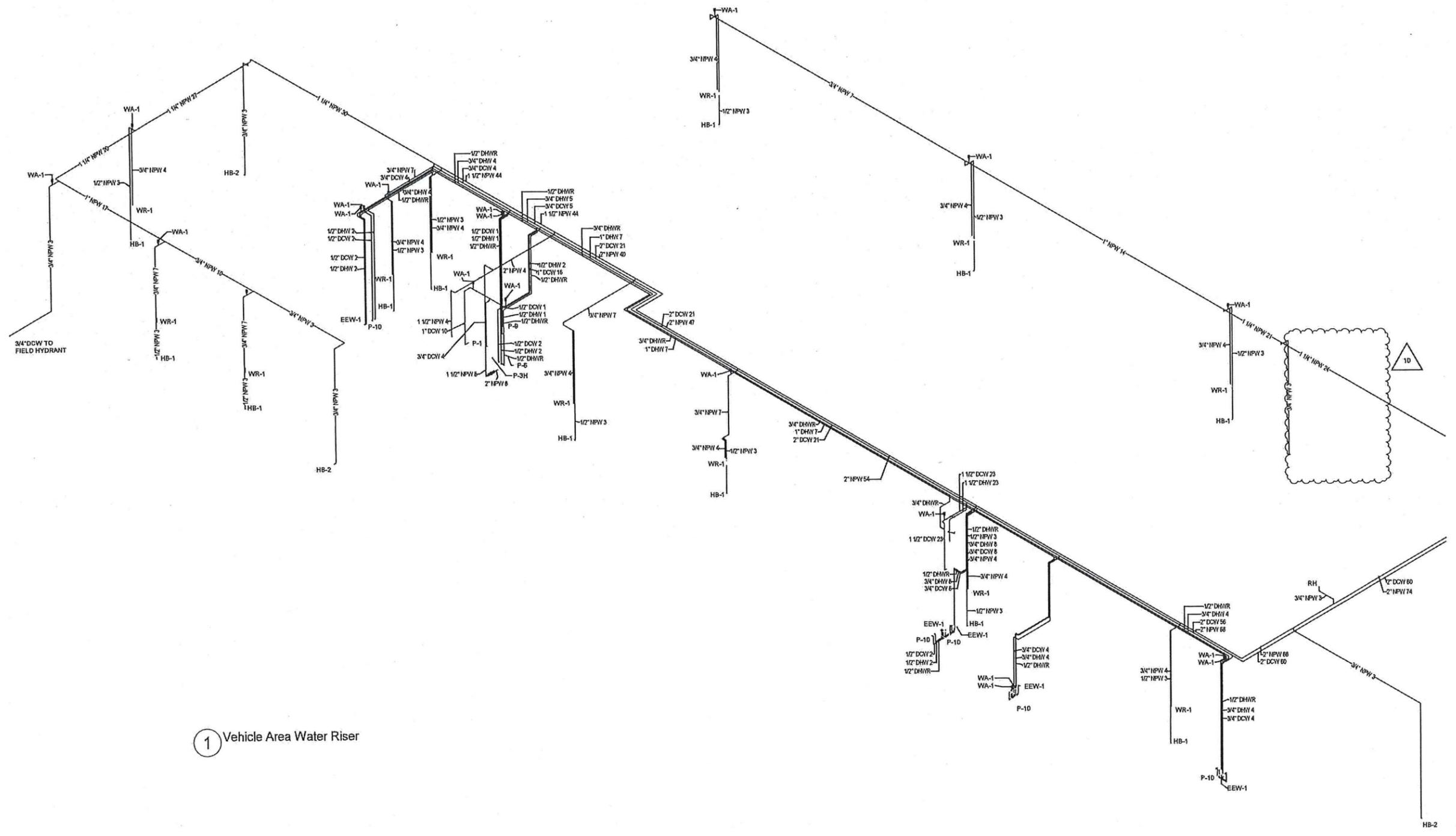
1 Waste and Vent Riser Office



1 Office Water Riser

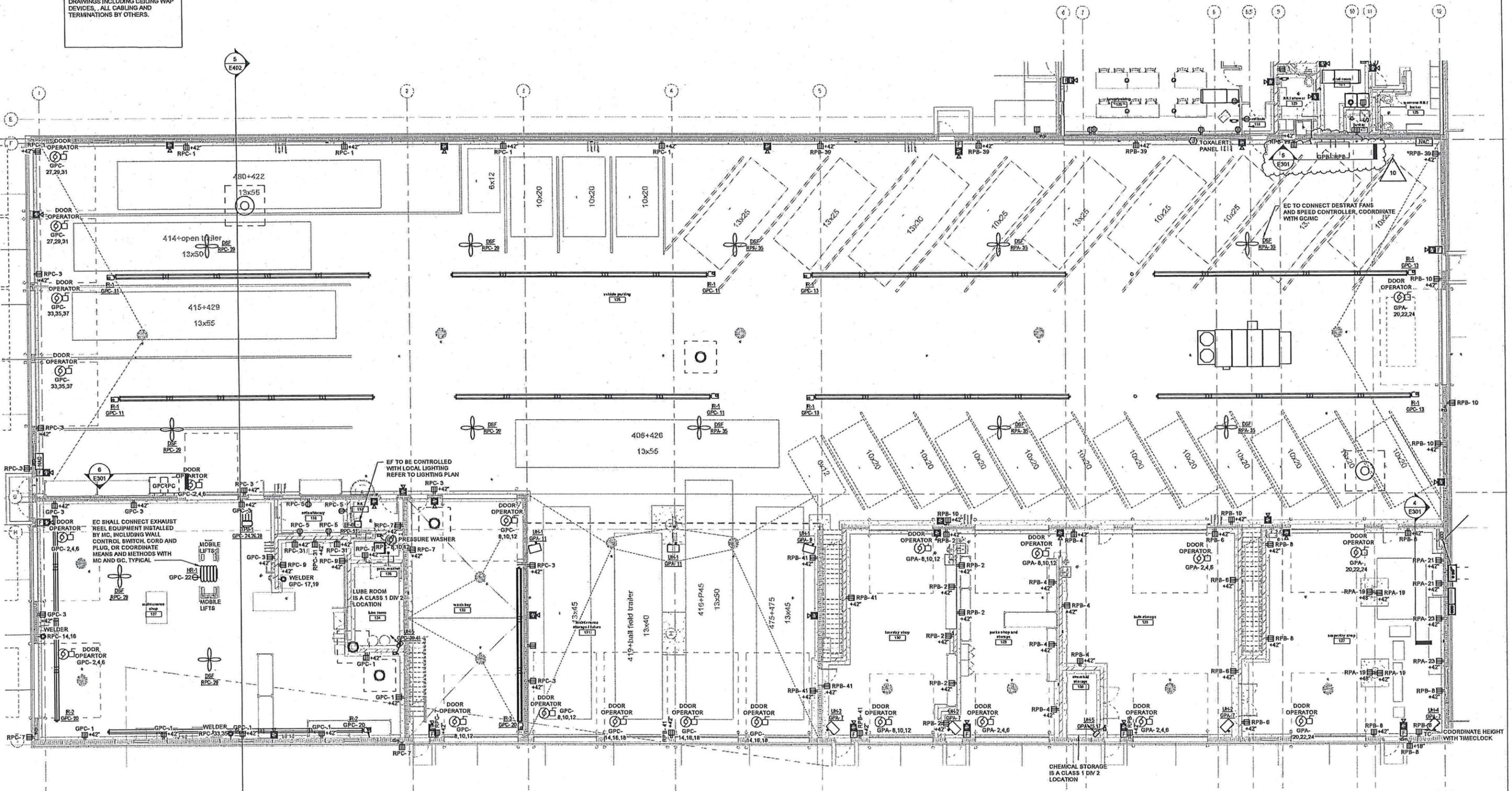
Addendum #2 02/16/2022
 Construction Bulletin #03 12/30/2022
 PR #01 11/22/2022
Office Water Riser
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 Parks Department Facility - City of Oshkosh - Project # 22-12
 805 Witzel Ave, Oshkosh WI 54802
 February 01, 2022

SCALE:
P203



1 Vehicle Area Water Riser

IT SCOPE OF WORK FOR EC:
REFER TO IT DRAWINGS. EC SHALL
FURNISH AND INSTALL DATA JACK
ROUGH IN LOCATIONS SHOWN BY IT
AND E PLANS PER DETAIL 7-E402
EC SHALL ALSO PROVIDE ROUGH IN
FOR OTHER DEVICES SHOWN BY IT
DRAWINGS INCLUDING CEILING WAP
DEVICES. ALL CABLING AND
TERMINATIONS BY OTHERS.



1 Shops Power Plan
1/8" = 1'-0"

- SPECIAL ELECTRICAL NOTES ON CONNECTION METHODS OF OWNERS EQUIPMENT AND ELECTRICAL TECHNIQUES
1. EC SHALL CONNECT ANY/all EQUIPMENT INDICATED BY ELECTRICAL, IT, MECHANICAL OR ARCHITECTURAL PLANS COMPLETE AND READY TO USE.
 2. EC SHALL PARTICIPATE IN JOBSITE MEETINGS WITH GC, OWNER, ARCHITECT AND VENDORS REGARDING EQUIPMENT INSTALLATION. INSTALLATION TECHNIQUE MAY BE CHANGED BY THE CONSENSUS OF THESE MEETINGS AT NO ADDITIONAL COST TO THE OWNER.
 3. WASH BAYS. EXPOSED CONDUIT IN ALL WASH BAYS SHALL BE PVC SCH 80
 4. REFER TO THE IT DRAWINGS FOR ADDITIONAL TV, POWER, SURVEILLANCE CAMERA AND DATA REQUIREMENTS EC SHALL VERIFY ROUGH IN LOCATION WITH OWNER.
 5. UP TO A LEVEL OF 18" AFF IN THE REPAIR AREA IS CONSIDERED A CLASS 1 DIVISION 2 LOCATION. ELECTRICAL INSTALLATIONS IN THESE AREAS ARE TO BE AVOIDED. WHEN IT IS NECESSARY, USE NEC EXPLOSION PROOF DEVICES AND TECHNIQUES INCLUDING RIGID CONDUIT AND CONDUIT SEALOFFS. THIS SHALL INCLUDE MOUNTING SWITCHBOARDS, PANEL BOARDS, CONTROL PANELS AND THE LIKE WITH THE BOTTOM OF THE ENCLOSURE AT NO LOWER THAN 18" AFF.
 7. CIRCUITS LABELED AS WELDERS SHALL HAVE A RECEPTACLE TO MATCH OWNERS CORD, REFER TO WELDER PLUG SCHEDULE ON E401.0.
 8. MOUNT EXIT LIGHTS AT NO HIGHER THAN 12" AFF. LIGHTS PENDANT OR WALL MOUNT.
 9. IN THE REPAIR BAY AREA, EC SHALL PLAN ALL CONDUIT AND EQUIPMENT MOUNTING TO AVOID CONFLICT WITH EQUIPMENT. COORDINATE WITH GC.
 10. INTERLOCK MUAU'S AND RTU'S WITH FIRE ALARM SUCH THAT THE SUPPLY FANS SHUT DOWN IN ALARM CONDITION.
 11. EC SHALL CONNECT ALL OWNER, HVAC, PLUMBING AND OTHER SCHEDULED EQUIPMENT COMPLETE AND READY TO USE IN A COMPLIANT FASHION. COORDINATE WITH MC, PC AND GC. FIELD MATCH ANY RECEPTABLES, TWIST LOCK RECEPTABLES, OR PROVIDE DISCONNECT SWITCHES. WORK WITH THE OWNER DURING ROUGH IN. ADJUST ANY EQUIPMENT LOCATION IF HE SO DIRECTS. REFER TO SHEET E401.0 FOR RESPONSIBILITY FOR DISCONNECTS, STARTERS AND RELATED.

Taylor, Tracy L

From: DocuSign NA3 System <dse_NA3@docusign.net> on behalf of DocuSign via DocuSign <dse_NA3@docusign.net>
Sent: Saturday, April 8, 2023 11:40 AM
To: Taylor, Tracy L
Subject: Completed: Kueny Architects' Work Change Directives No. 4 and No. 6

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



Your document has been completed.

[VIEW COMPLETED DOCUMENTS](#)

All signers completed Kueny Architects' Work Change Directives No. 4 and No. 6

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10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 (telephone) 262.857.8101 website: www.kuenyarch.com

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*

New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION

Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION

WCD Number: 09
Date: June 02, 2023

OWNER: *(name and address)*

City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*

Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*

SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

- 1. Deduct for no painting of the precast walls and exposed overhead work in room 201. (\$7,134.00)
- 2. Price increase for painting of the overhead structure in room 126. No paint work at walls. 18,150.00
- 3. Deduct for no paint of walls in room 131. Ceiling paint to remain in room 131. (2,132.00)

Please note - Acceptance of this PR will make previously issued pricing labeled CR7 & CR 8 VOID.

CR 9 (PR #6) will be final scope of work.

Attachments:

- 1. Contractor cost proposal (CR #9).
Kueny Architects Proposal Request (PR #06).

Proposed Change in Contract Price and Contract Time

Contract Price: \$9,242.69 increase

Contract Time: No change

Basis of Estimated Change in Contract Price

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:

Kueny Architects
 Architect
 DocuSigned by:
 Jon Wallenkamp
 79056DBD3D26478...
 By (Signature)

Jon Wallenkamp
 Printed Name

June 02, 2023
 Date

AUTHORIZED BY:

City of Oshkosh
 Owner
 DocuSigned by:
 Ray Maurer
 CE39BB6878524C2...
 By (Signature)

Ray Maurer
 Printed Name

6/27/2023
 Date

RECEIVED:

SMA Construction
 Contractor
 DocuSigned by:
 Kevin Winkler
 19A0A9F24344429...
 By (Signature)

Kevin Winkler
 Printed Name

6/28/2023
 Date





CHANGE REQUEST

NUMBER: 9

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 5.17.2023

CC: Stephanie Abhold

DESCRIPTION: PR #6 - Final Paint Scope Revisions

Breakdown:

MJLP \$8,884.00

Please note - Acceptance of this PR will make previously issued pricing labeled CR7 & CR 8 VOID. CR 9 (PR #6) will be final scope of work.

Revised drawdowns as requested were furnished to Ray M. w/City of Oshkosh on today's date.

Subtotal: \$8,884.00
Mark-up: \$222.10
Bond: \$136.59

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: \$9,242.69

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

Kevin Winkler
SMA Construction Services

ACCEPTED BY ARCHITECT

Jon Wallenkamp
Kueny Architects

AUTHORIZED BY OWNER

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler

Date: 5.17.2023

BY: _____

Date: _____

BY: _____

Date: _____

Estimate

MJLP Drywall & Coatings Inc.
PO Box 4
Larsen, WI 54947
mjlpdrywall@yahoo.com
Ph# 920-851-2591
Fax# 888-717-1518

Date	Estimate No.
5-16-2023	5162023-1

NAME/ADDRESS
SMA Construction

Description	Total
<p>PROJECT: OSHKOSH PARKS FACILITY – PR #6</p> <p>Deduct for no painting of precast walls and exposed overhead work in room 201 - \$7134.00</p> <p>Price add for painting of overhead structure in room 126 – no walls - \$18150.00</p> <p>Deduct for no painting of walls in room 131, ceiling still gets painted - \$2132.00</p> <p>NOTE: If a mechanical room is packed full of items before we paint it – there will be an upcharge of – We need to paint before items are all in. NOTE: If excessive cleaning and added primer needs to be added to painting of exposed decking, extra charges will be added. NOTE: If conduit is hung on exposed ceiling after we have painted it – there will be an upcharge – we do not chase conduit.</p> <p>Any questions, please call me at 920-851-2591</p>	
<p><i>MJLP Drywall & Coatings LLC is a Green Company. Working hand in hand with Sherwin Williams we help to protect the environment. We would like to provide upon request a submittal for this project that is Green Certified and that is equal or equivalent to what is spec'd now. Please contact us for more information.</i></p>	Total



10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

REQUEST FOR PROPOSAL

PROJECT: *(name and address)*
Oshkosh Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

RFP INFORMATION
PR Number: 06
Date: May 12, 2023

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for the proposed modifications to the Contract Documents described below. The Contractor shall submit a proposal within (14) days or notify the Architect in writing of the anticipated date of submission.

DESCRIPTION OF PROPOSED MODIFICATIONS:

Please provide price and credit proposals to change the following items:

1. Please provide a project credit to remove the painting scope of work for the precast walls and exposed overhead work in room Mezzanine 201. Please note the paint work is to remain for the metal stud wall portion of Mezzanine 201.
2. Please provide a project credit to remove the paint work for the wall finish in room 131 maintenance storage / future. Ceiling paint in this area to remain.
3. Please provide a price to paint the ceiling overhead structure in room 126 Vehicle Parking. Walls in room 126 Vehicle Parking are to remain un-painted.

See the supplemental plan sheets for clarification:

1. A204 - Enlarged Plan - Vehicle Parking Shops
2. A205 - Mezzanine Plan
3. A602 - Room and Finish Schedules

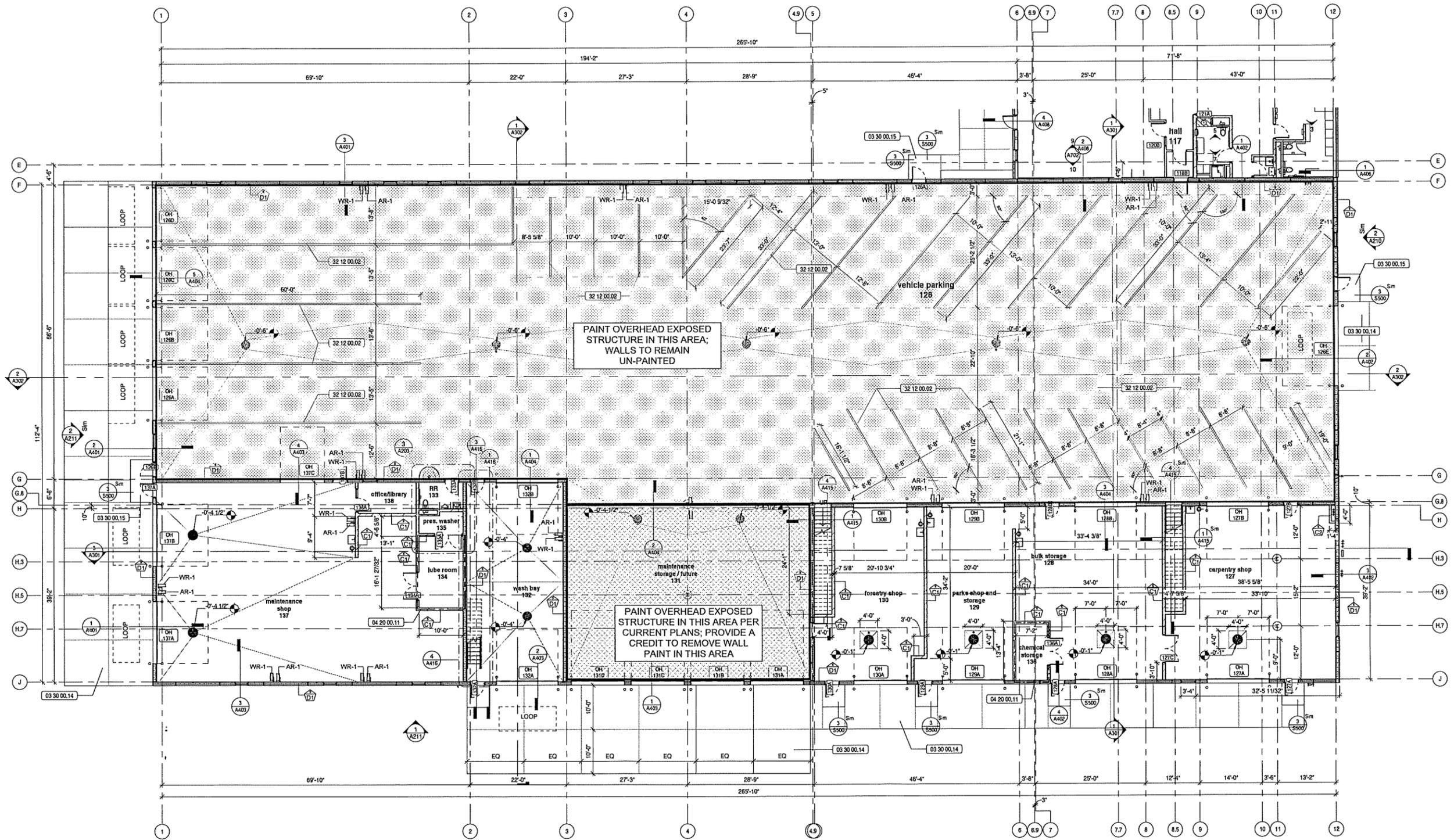
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE. THIS IS NOT A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY ARCHITECT:

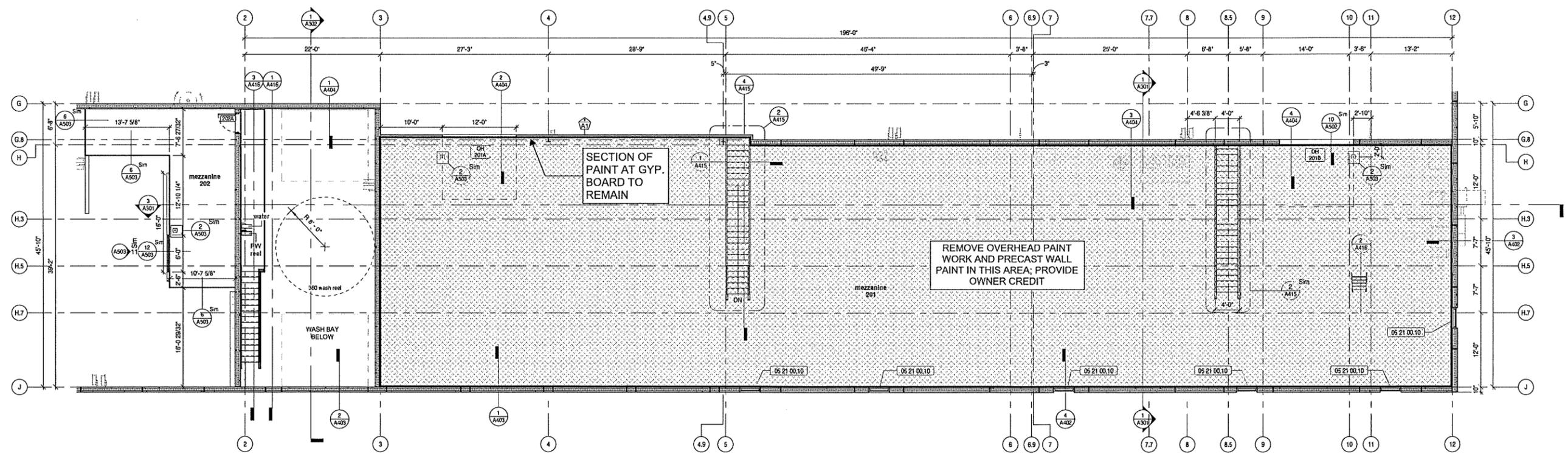
Jon P. Wallenkamp AIA, Principal
NAME AND TITLE



Spec. #	Description
03 30 00.14	CONCRETE SLAB - TYPE 'C', 8" CONCRETE OVER 8" STONE FILL - SEE STRUCTURAL DETAILS
03 30 00.15	CONCRETE STOOP PER STRUCTURAL DETAILS, TYP. ON ALL EXTERIOR DOORS
04 20 00.11	2-HR RATED WALLS
32 12 00.02	PARKING STALL PAINT STRIPING



1 Enlarged Plan - Vehicle Parking and Shops
3/32" = 1'-0"



1 Enlarged Plan - Shops Mezzanine
 1/8" = 1'-0"

ROOM SCHEDULE											
NUMBER	NAME	FLOOR TYPE	BASE	WALL FINISH				CEILING			REMARKS
				NORTH	SOUTH	EAST	WEST	TYPE	HEIGHT		
100	entry	WM-1 / LVT-1	4" VINYL	GWB-1 / GL-2	GWB-1 / GL-1	GWB-1 / GL-2	GWB-1 / GL-2	GWB-1	SEE RCP		
101	RR	LVT-1	-	GWB-2 / HARD STOP	GWB-2 / HARD STOP	GWB-2 / HARD STOP	GWB-2	ACT-2	SEE RCP		
102	open office	CPT-2	4" VINYL	GWB-1 / GL-1	GWB-1 / NATURAL STONE	GWB-1 / GL-1	GWB-1 / GL-1	ACT-1 / GWB-1	SEE RCP		
102a	hall	CPT-2	4" VINYL	GWB-1 / GL-1	GWB-1 / GL-1	GWB-1 / GL-1	GWB-1 / GL-1	ACT-1	SEE RCP		
103	office	CPT-1	4" VINYL	GWB-1	GWB-1	GWB-1 / GL-2	GWB-1 / GL-1	ACT-1	SEE RCP		
104	conference	CPT-1	4" VINYL	GWB-1 / GL-2	GWB-1 / GL-1	GWB-1 / GL-1	GWB-1	ACT-1	SEE RCP		
105	office	CPT-1	4" VINYL	GWB-1	GWB-1	GWB-1 / GL-2	GWB-1 / GL-1	ACT-1	SEE RCP		
106	office	CPT-1	4" VINYL	GWB-1 / GL-2	GWB-1 / GL-1	GWB-1	GWB-1 / GL-2	ACT-1	SEE RCP		
107	office	CPT-1	4" VINYL	GWB-1	GWB-1	GWB-1 / GL-2	GWB-1 / GL-1	ACT-1	SEE RCP		
108	office	CPT-1	4" VINYL	GWB-1	GWB-1	GWB-1 / GL-1	GWB-1 / GL-2	ACT-1	SEE RCP		
109	office	CPT-1	4" VINYL	GWB-1	GWB-1	GWB-1 / GL-2	GWB-1 / GL-1	ACT-1	SEE RCP		
110	office	CPT-1	4" VINYL	GWB-1	GWB-1	GWB-1 / GL-1	GWB-1 / GL-2	ACT-1	SEE RCP		
111	copy area	CPT-1	4" VINYL	GWB-1	GWB-1	GWB-1	GWB-1	ACT-1	SEE RCP		
112	office	CPT-1	4" VINYL	GWB-1	GWB-1	GWB-1 / GL-1	GWB-1 / GL-2	ACT-1	SEE RCP		
113	storage & support	LVT-1	4" VINYL	GWB-1	GWB-1	GWB-1	GWB-1	ACT-1	SEE RCP		
114	conference	CPT-1	4" VINYL	GWB-1	GWB-1	GWB-1 / GL-1	GWB-1 / GL-2	ACT-1	SEE RCP		
116	office	CPT-1	4" VINYL	GWB-1	GWB-1	GWB-1 / GL-1	GWB-1 / GL-2	ACT-1	SEE RCP		
117	hall	PC-1	4" VINYL	GWB-1 / GL-1	GWB-1	GWB-1 / GL-1	GWB-1	ACT-1	SEE RCP		
118	vestibule	PC-1	4" VINYL	GWB-1	GWB-1	GWB-1	GWB-1	ACT-1	SEE RCP		
119	storage	PC-1	4" VINYL	GWB-1	GWB-1	GWB-1	GWB-1	ACT-1	SEE RCP		
120	lunch/training	PC-1	4" VINYL	GWB-1	GWB-1	GWB-1 / GL-1	GWB-1 / GL-2	ACT-1	SEE RCP		
121	invd room	PC-1	CMU	CMU	CMU / PC	CMU	CMU	ACT-1	SEE RCP		
122	mens RR / locker	PC-1	4" VINYL / CMU	CMU / GWB-2	CMU	GWB-2	CMU	ACT-2	SEE RCP		
123	RR / shower	PC-1	4" VINYL / CMU	CMU	CMU / GWB-2	CMU	CMU	ACT-2	SEE RCP		
124	janitor	PC-1	4" VINYL	CMU	PC	CMU	CMU	ACT-2	SEE RCP		
125	womens RR / locker	PC-1	4" VINYL / CMU	CMU	CMU / GWB-2	GWB-2	CMU	ACT-2	SEE RCP		
126	vehicle parking	Concrete	-	PC / GL-2	PC / GL-2	PC / GL-2	PC / GL-2	OPEN TO STRUCTURE	OPEN TO STRUCTURE		
127	carpentry shop	Concrete	-	PC	PC / GL-2	CMU	CMU	OPEN TO STRUCTURE	OPEN TO STRUCTURE		
128	bulk storage	Concrete	-	PC	PC	CMU	CMU	OPEN TO STRUCTURE	OPEN TO STRUCTURE		
129	parks shop and storage	Concrete	-	PC	PC	CMU	CMU	OPEN TO STRUCTURE	OPEN TO STRUCTURE		
130	forestry shop	Concrete	-	PC	PC	CMU	CMU	OPEN TO STRUCTURE	OPEN TO STRUCTURE		
131	maintenance storage / future	Concrete	-	OPEN TO GARAGE	PC	CMU	PC	OPEN TO STRUCTURE	OPEN TO STRUCTURE		
132	wash bay	Concrete	-	PC	PC	PC	PC	OPEN TO STRUCTURE	OPEN TO STRUCTURE		
133	RR	Concrete	-	PC	CMU	CMU	CMU	ACT-2	SEE RCP		
134	lube room	Concrete	-	CMU	CMU	PC	CMU	OPEN TO STRUCTURE	OPEN TO STRUCTURE		
135	pres. washer	Concrete	-	CMU	CMU	PC	CMU	OPEN TO STRUCTURE	OPEN TO STRUCTURE		
136	chemical storage	Concrete	-	CMU	PC	CMU	CMU	OPEN TO STRUCTURE	OPEN TO STRUCTURE		
137	maintenance shop	Concrete	-	PC / GL-2	PC / GL-2	PC / CMU	PC	OPEN TO STRUCTURE	OPEN TO STRUCTURE	METAL DECK TO BE ACOUSTICAL DECKING	
138	office library	Concrete	-	PC / GL-2	CMU	CMU	CMU	ACT-1	SEE RCP		

PAINT SCHEDULE											
NUM	ROOM	NAME	FLOOR	WALLS				CEILING	METAL	WOOD	REMARKS
				NORTH	SOUTH	EAST	WEST				
100	entry	-	-	LATEX-SG	LATEX-SG	LATEX-SG	LATEX-SG	-	LATEX-E	VARNISH	
101	RR	-	-	LATEX-SG	LATEX-SG	LATEX-SG	LATEX-SG	-	LATEX-E	VARNISH	
102	open office	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
102a	hall	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
103	office	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
104	conference	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
105	office	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
106	office	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
107	office	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
108	office	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
109	office	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
110	office	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
111	copy area	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
112	office	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
113	storage & support	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
114	conference	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
116	office	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
117	hall	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
118	vestibule	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
119	storage	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
120	lunch/training	-	-	LATEX-S	LATEX-S	LATEX-S	LATEX-S	-	LATEX-E	VARNISH	
121	mud room	-	-	LATEX-SG	LATEX-SG	LATEX-SG	LATEX-SG	-	LATEX-E	VARNISH	
122	mens RR / locker	-	-	LATEX-SG	LATEX-SG	LATEX-SG	LATEX-SG	-	LATEX-E	VARNISH	
123	RR / shower	-	-	LATEX-SG	LATEX-SG	LATEX-SG	LATEX-SG	-	LATEX-E	VARNISH	
124	janitor	-	-	LATEX-SG	LATEX-SG	LATEX-SG	LATEX-SG	-	LATEX-E	VARNISH	
125	womens RR / locker	-	-	LATEX-SG	LATEX-SG	LATEX-SG	LATEX-SG	-	LATEX-E	VARNISH	
126	vehicle parking	-	-	NA	NA	NA	NA	DRYFALL	LATEX-E	NA	
127	carpentry shop	-	-	EPOXY	EPOXY	EPOXY	EPOXY	DRYFALL	LATEX-E	VARNISH	
128	bulk storage	-	-	EPOXY	EPOXY	EPOXY	EPOXY	DRYFALL	LATEX-E	VARNISH	
129	parks shop and storage	-	-	EPOXY	EPOXY	EPOXY	EPOXY	DRYFALL	LATEX-E	VARNISH	
130	forestry shop	-	-	EPOXY	EPOXY	EPOXY	EPOXY	DRYFALL	LATEX-E	VARNISH	
131	maintenance storage / future	-	-	NA	NA	NA	NA	DRYFALL	LATEX-E	VARNISH	
132	wash bay	-	-	EPOXY	EPOXY	EPOXY	EPOXY	DRYFALL	LATEX-E	VARNISH	
133	RR	-	-	LATEX-SG	LATEX-SG	LATEX-SG	LATEX-SG	-	LATEX-E	VARNISH	
134	lube room	-	-	EPOXY	EPOXY	EPOXY	EPOXY	DRYFALL	LATEX-E	VARNISH	
135	pres. washer	-	-	EPOXY	EPOXY	EPOXY	EPOXY	DRYFALL	LATEX-E	VARNISH	
136	chemical storage	-	-	EPOXY	EPOXY	EPOXY	EPOXY	DRYFALL	LATEX-E	VARNISH	
137	maintenance shop	-	-	EPOXY	EPOXY	EPOXY	EPOXY	DRYFALL	LATEX-E	VARNISH	
138	office library	-	-	LATEX-SG	LATEX-SG	LATEX-SG	LATEX-SG	-	LATEX-E	VARNISH	

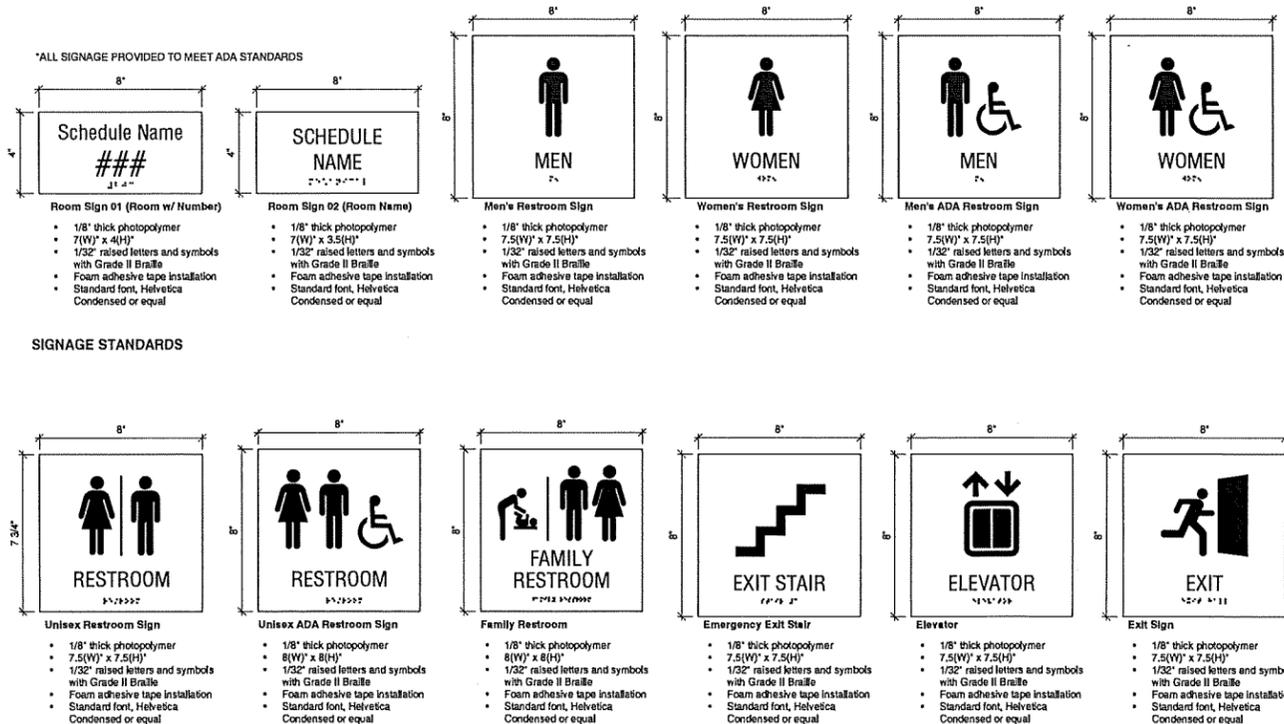
ROOM SCHEDULE - MEZZANINE											
NUMBER	NAME	FLOOR TYPE	BASE	WALL FINISH				CEILING			REMARKS
				NORTH	SOUTH	EAST	WEST	TYPE	HEIGHT		
201	mezzanine	Concrete	-	PC / GWB-1	PC / GL-2	PC / GL-2	PC	OPEN TO STRUCTURE	OPEN TO STRUCTURE		
202	mezzanine	Concrete	-	PC	OPEN TO BELOW	PC	OPEN TO BELOW	OPEN TO STRUCTURE	OPEN TO STRUCTURE		

PAINT SCHEDULE - MEZZANINE											
NUM	ROOM	NAME	FLOOR	WALLS				CEILING	METAL	WOOD	REMARKS
				NORTH	SOUTH	EAST	WEST				
201	mezzanine	-	-	EPOXY / NA	NA	NA	NA	NA	LATEX-E	VARNISH	
202	mezzanine	-	-	EPOXY	EPOXY	EPOXY	EPOXY	DRYFALL	LATEX-E	VARNISH	

SIGNAGE GENERAL NOTES:

- EVERY GRADE-LEVEL EXIT DOOR SHALL BE IDENTIFIED BY A SIGN WITH THE WORD 'EXIT.'
- EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF A STAIR OR RAMP SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS 'EXIT STAIR' OR 'EXIT RAMP' AS APPLICABLE.
- EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS 'EXIT ROUTE'.
- EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS 'EXIT ROUTE'.
- ALL SIGNAGE TO INCLUDE BRAILLE PER SIGNAGE DESIGN BELOW.
- AT TYPICAL OFFICE LOCATION SIGNAGE WITH GLASS MOUNTED SIGN PROVIDE ACRYLIC BACK SIDE FINISH SHEET.

*ALL SIGNAGE PROVIDED TO MEET ADA STANDARDS



MATERIAL KEY

CODE	ITEM	DESCRIPTION
ACT-1	Acoustical Ceiling Tile	2x2 Acoustical Ceiling Panels
ACT-2	Acoustical Ceiling Tile	2x2 Vinyl Faced Gypsum Panels
CNC-1	Concrete	Sealed Concrete
CNC-D	Concrete	Concrete with Densifier
CPT-1	Carpet	Carpet Tile
CPT-2	Carpet	Carpet Tile
LVT-1	Vinyl Tile	Luxury Vinyl Tile
PC-1	Concrete	Polished Concrete
VB	Vinyl Base	4" Vinyl Base
WM-1	Carpet	Walk-Off Carpet Tiles
EPOXY	PAINT	Epoxy Paint
LATEX-E	PAINT	Latex Wall Paint - Enamel
LATEX-S	PAINT	Latex Wall Paint - Satin Finish
LATEX-SG	PAINT	Latex Wall Paint - Semi-Gloss
GL-1	Concrete Masonry	Painted Concrete Masonry Unit
GL-2	Glass	Interior Glazing
GWB1	Gypsum Wallboard	1" Insulated Glass
GWB2	Gypsum Wallboard	5/8" G.W.B. Taped and Finished on Stud Framing per Wall Type
PC	Precast Concrete	5/8" Moisture & Mold Resistant Gypsum Wallboard Taped & Finished on Stud Framing per Wall Type

RECEIVED

JUL 27 2023



DEPT OF PUBLIC WORKS

10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 SH10150161262.857.8101 website: www.kuenyarch.com

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*

New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION

Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION

WCD Number: 010
Date: July 27, 2023

OWNER: *(name and address)*

City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*

Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*

SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

Contract increase to install the concrete base, footing, and reinforcing for the proposed grade mount sign. The concrete sign base is to be 7'-7" (L) x 1'-8" (W) x 5'-6" (H).

- | | |
|--|------------|
| 1. Spielvogel - Excavate and Backfill. | \$2,750.00 |
| 2. SMA – Concrete & Rebar Materials / Testing. | \$1,440.00 |
| 3. Concrete base – Labor | \$5,760.00 |

Subtotal: \$9,950.00

Mark up: \$428.75
Bond: \$155.68

Attachments:

- Contractor cost proposal (CR #10).
Kueny Architects Proposal Request (PR #05).



CHANGE REQUEST

NUMBER: 10

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 6.28.2023

CC: Stephanie Abhold

DESCRIPTION: PR #5 - Site Sign

Breakdown:

Spielvogel - Excavate and Backfill	\$2,750.00
SMA - Concrete & Rebar Materials and Testing	\$1,440.00
Labor	\$5,760.00

*No Finish Details provided for concrete - proposal only includes standard form poured concrete w/ 3/4" reveal as shown. If a different finish is required/desired it will need to be priced separately.

**All signage including support post to be provided by others for installation as indicated.

Subtotal:	\$9,950.00
Mark-up:	\$428.75
Bond:	\$155.68

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: \$10,534.43

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

ACCEPTED BY ARCHITECT

AUTHORIZED BY OWNER

Kevin Winkler
SMA Construction Services

Jon Wallenkamp
Kueny Architects

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler

BY: _____

BY: _____

Date: 6.28.2023

Date: _____

Date: _____



10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

REQUEST FOR PROPOSAL

PROJECT: *(name and address)*

Oshkosh Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION

Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

RFP INFORMATION

PR Number: 05
Date: May 08, 2023

OWNER: *(name and address)*

City of Oshkosh
215 Church Avenue
Oshkosh, WI

ARCHITECT: *(name and address)*

Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*

SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for the proposed modifications to the Contract Documents described below. The Contractor shall submit a proposal within (14) days or notify the Architect in writing of the anticipated date of submission.

DESCRIPTION OF PROPOSED MODIFICATIONS:

Please provide price and credit proposals to change the following items:

1. Please provide a price to install the concrete base, footing, and reinforcing for the proposed grade mount sign. The concrete sign base is to be 7'-7" (L) x 1'-8" (W) x 5'-6" (H).
2. All work is to be coordinated with the sign contractor awarded the sign contract.

*See the supplemental plan sheet SGN 1 for clarification.

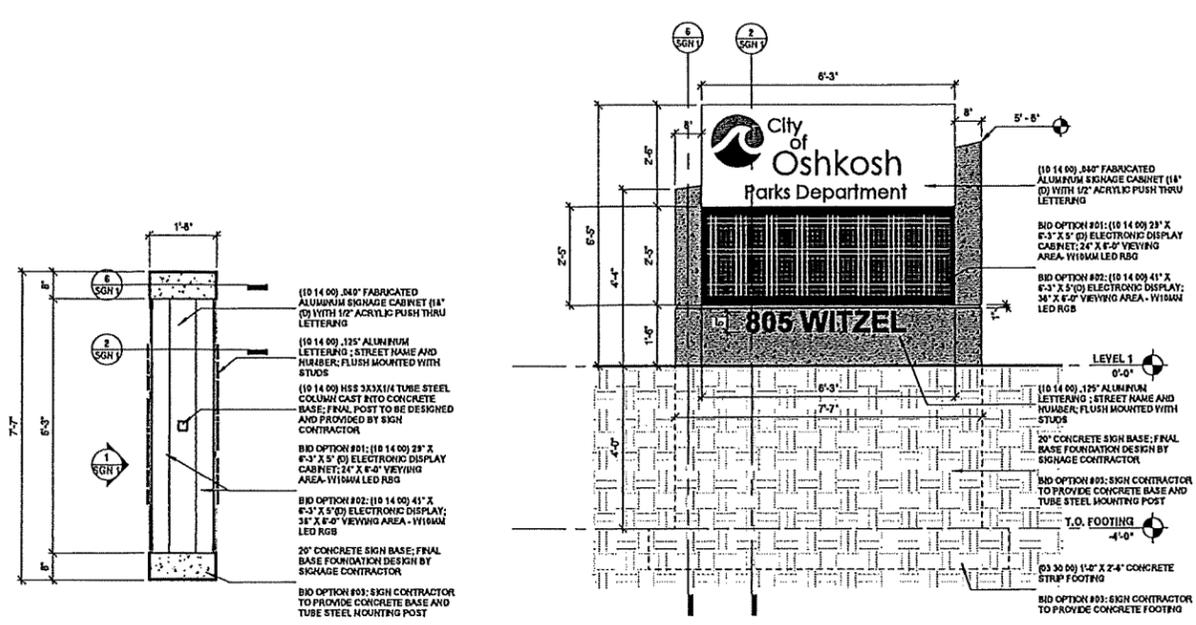
THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE. THIS IS NOT A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY ARCHITECT:

Jon P. Wallenkamp AIA, Principal

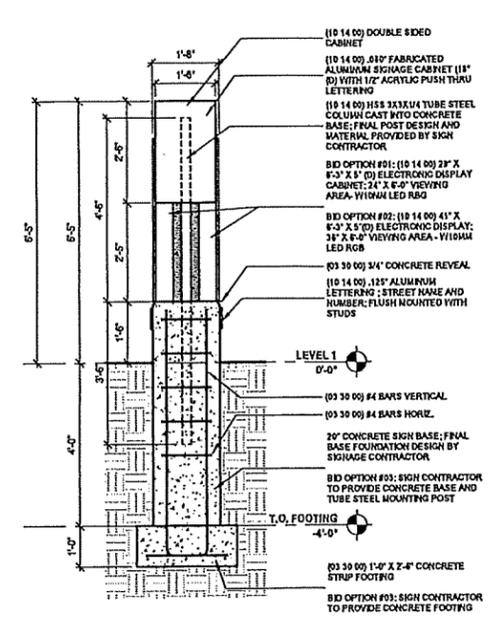
NAME AND TITLE



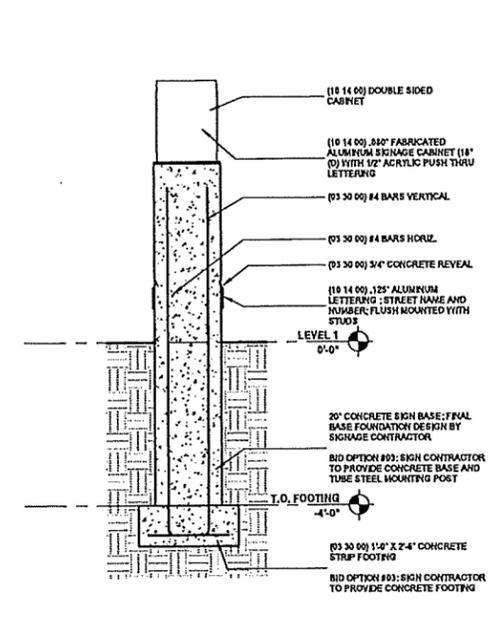


4 Monument Sign Plan
1/2" = 1'-0"

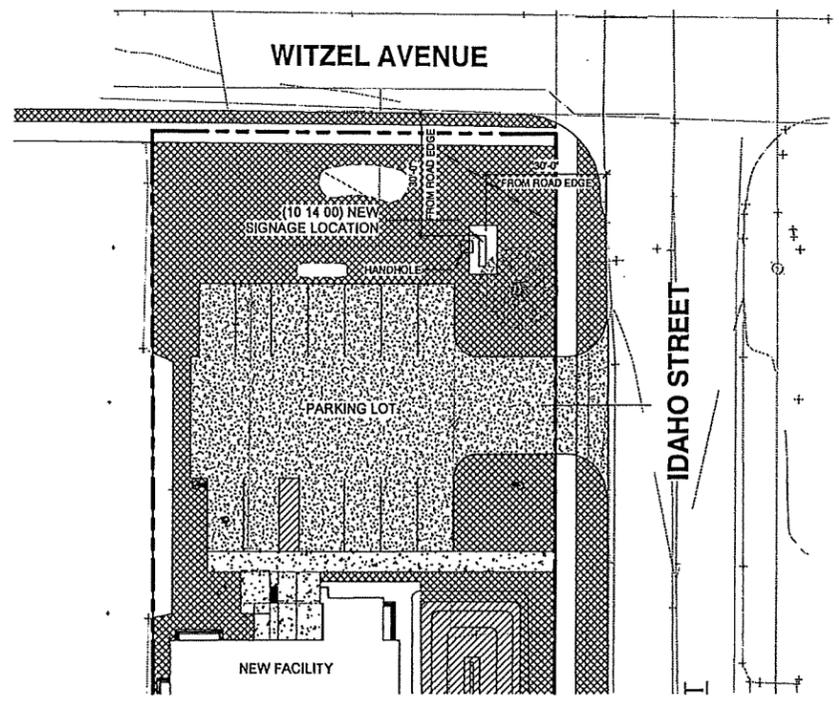
1 Monument Sign Elevation
1/2" = 1'-0"



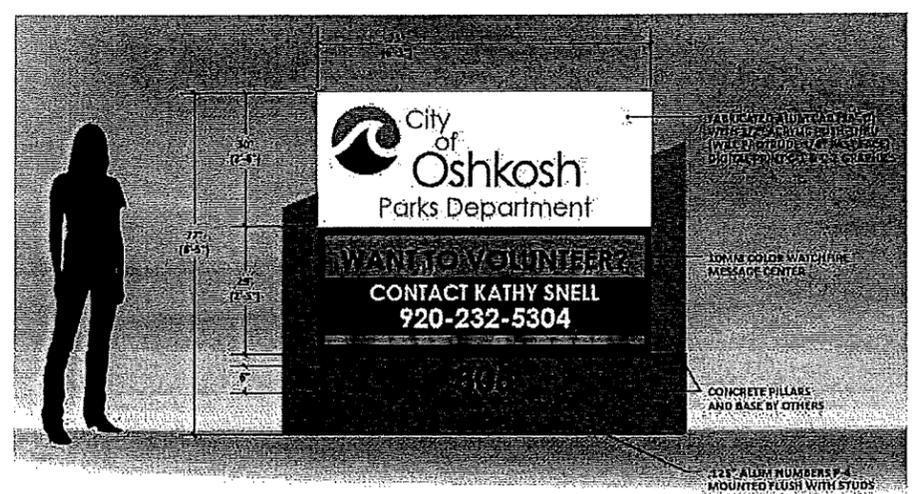
2 Monument Sign - Section
1/2" = 1'-0"



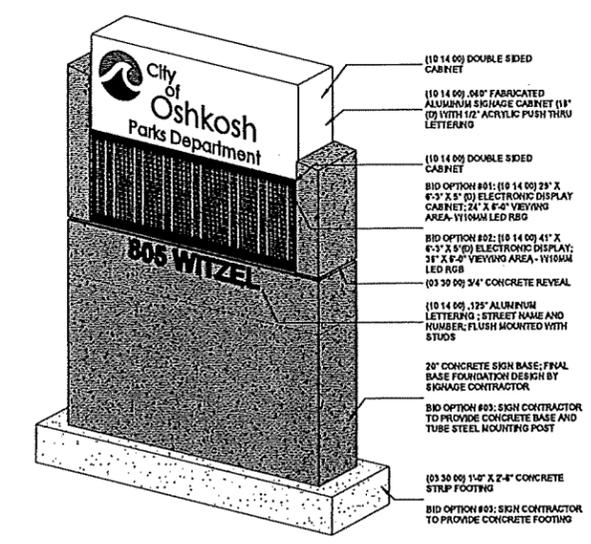
6 Monument Sign - Section 02
1/2" = 1'-0"



5 Architectural Site Plan - Grade Mount Sign
1" = 20'-0"



RENDER VIEW FOR REFERENCE



3 Grade Mount Sign - 3D View

Taylor, Tracy L

From: DocuSign NA3 System <dse_NA3@docusign.net> on behalf of DocuSign via DocuSign <dse_NA3@docusign.net>
Sent: Monday, August 7, 2023 9:06 AM
To: Taylor, Tracy L
Subject: Completed: Kueny Architects' Work Change Directive No. 10 for Contract 22-12
Attachments: WCD #10_7-27-23.pdf

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

A dark grey rectangular notification box with a white border. At the top center is a white circular icon containing a document with a checkmark. Below the icon, the text "Your document has been completed." is centered. At the bottom center is a white rectangular button with the text "VIEW COMPLETED DOCUMENT" in all caps.

All signers completed Kueny Architects' Work Change Directive No. 10 for Contract 22-12

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10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158

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 telephone: 262.857.8101 website: www.kuenyarch.com

NOV - 1 2023

WORK CHANGE DIRECTIVE
 DEPT OF PUBLIC WORKS
 OSHKOSH, WISCONSIN

PROJECT: *(name and address)*
 New Parks Facility
 805 Witzel Avenue
 Oshkosh, WI 53902

CONTRACT INFORMATION
 Contract for: General Construction
 Date: April 13, 2022
 Contract Number: 22-12

WCD INFORMATION
 WCD Number: 011
 Date: November 01, 2023

OWNER: *(name and address)*
 City of Oshkosh
 215 Church Avenue
 Oshkosh, WI 54901

ARCHITECT: *(name and address)*
 Kueny Architects, LLC
 10505 Corporate Drive, Suite 100
 Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
 SMA Construction Services, LLC
 201 W Walnut Street, Suite 301
 Green Bay, WI 54303
DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

Contract increase to furnish and install an Electric Strike on opening 126B.

- | | |
|---|----------|
| 1. Block Iron – Field Modify / Provide Strike | \$965.00 |
| 2. SMA – Install Strike, Prep and Re-Finish Frame | \$400.00 |

Subtotal: \$1,430.26

 Mark up: \$ 44.13
 Bond: \$ 21.14
Attachments:

- Contractor cost proposal (CR #11).
Kueny Architects Drawing (IT201).



CHANGE REQUEST

NUMBER: 11

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 10.11.2023

CC: Stephanie Abhold

DESCRIPTION: Install E Strike Opening 126B

Breakdown:

Block Iron - Field Modify / Provide Strike	\$965.00
SMA - Install Strike, Prep & Re Finish Frame	\$400.00

Subtotal:	\$1,365.00
Mark-up:	\$44.13
Bond:	\$21.14

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: \$1,430.26

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

ACCEPTED BY ARCHITECT

AUTHORIZED BY OWNER

Kevin Winkler
SMA Construction Services

Jon Wallenkamp
Kueny Architects

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler

BY: _____

BY: _____

Date: 10.11.2023

Date: _____

Date: _____



BLOCK IRON
& Supply Company
 Architectural Doors & Hardware

Main Office: 1016 Witzel Ave. Oshkosh, WI 54902 920-231-8645 888-799-0499	Madison Branch 3121 Syene Rd. Madison, WI 53725 608-271-2744 800-236-2744	Milwaukee Branch 16925 W. Victor Rd. New Berlin, WI 53151 262-439-2200 262-439-2205	Wausau Branch 5903 Prairie St. Schofield, WI 54476 715-359-1800 866-552-5625
--	--	--	---

CHANGE ORDER REQUEST – PRICING BREAKOUT

<p align="center">Project</p> <p>Name: City of Oshkosh Parks Dept Facility</p> <p>Delivery Address: 805 Witzel Ave Oshkosh, WI 54902</p> <p>Job Number: 364168</p> <p>P.O. Number: 22010.0811</p> <hr/> <p align="center">Division 8 Block Iron Contacts</p> <p>Project Manager: Adam Malm</p> <p>Project Coordinator: Austin Borgart</p>	<p align="center">Customer</p> <p>Name: SMA Construction Services</p> <p>Address: 201 W Walnut St, #301 Green Bay, WI 54303</p> <p>Office Contact: Kevin Winkler</p> <p>Office Phone #: 920.438.3833</p> <p>Cell #: 920.883.1447</p> <hr/> <p>Site Contact: Demo Mitsis</p> <p>Cell #: 920-979-0370</p>
---	---

We propose to furnish only per plans and specifications the following. All prices are net, F.O.B. our warehouse with full freight allowed per terms below.

Date Sent: 10/6/2023

Changes Per:

Email from Kevin @ SMA Construction on 10/05/23		Comsense Change Order #:
<u>Description:</u>		<u>Total:</u>
Door #126B - Provide Von Duprin 6211 electric strike / Field labor to modify existing frame		\$965.00
Note: All material subject to mfg's standard lead times		
		Total: \$965.00

TOTAL \$965.00

KEYNOTE LEGEND

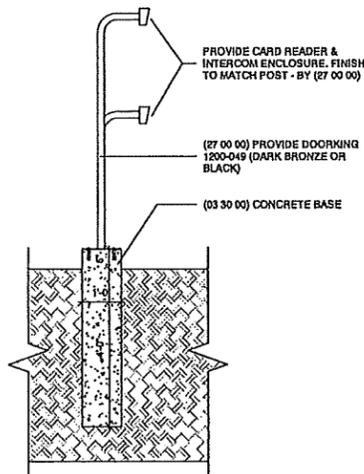
Spec. #	Description
27 00 00.01	COMMUNICATIONS HANDHOLE; REFER TO SET PLAN FOR LOCATION
27 00 00.02	(4) 2" CONDUIT ROUTED TO HANDHOLE LOCATION; REFER TO MEP PLANS AND SPECS

TECHNOLOGY LEGEND

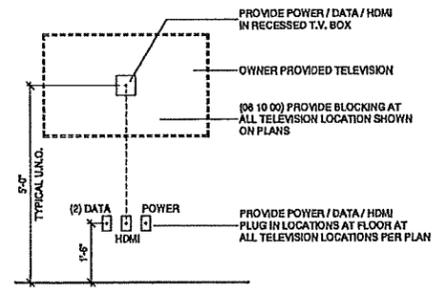
	SECURITY CAMERA LOCATIONS
	CARD READER LOCATIONS
	DATA LOCATIONS = (2) CAT6 LINES
	FLOOR BOX DATA LOCATION = (2) CAT6 LINES

IT GENERAL NOTES:

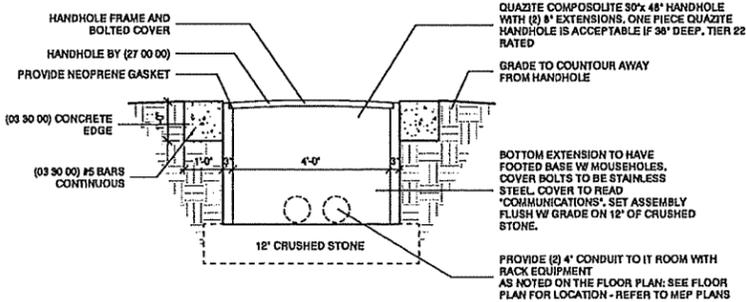
1. DATA PLAN TO BE REFERENCED WITH ELECTRICAL PLANS. ANY DISCREPANCY IS TO BE REVIEWED WITH THE ARCHITECT.
2. ALL OUTLET LOCATIONS SHOWN ARE FOR REFERENCE AND TO BE COORDINATE WITH THE MEP DRAWINGS; IF DISCREPANCIES OCCUR, REPORT TO THE ARCHITECT.
3. ALL TV LOCATIONS TO RECEIVE HIGH/LOW - HDMI / POWER / DATA PLUG IN LOCATION REFER TO TYPICAL DETAIL.



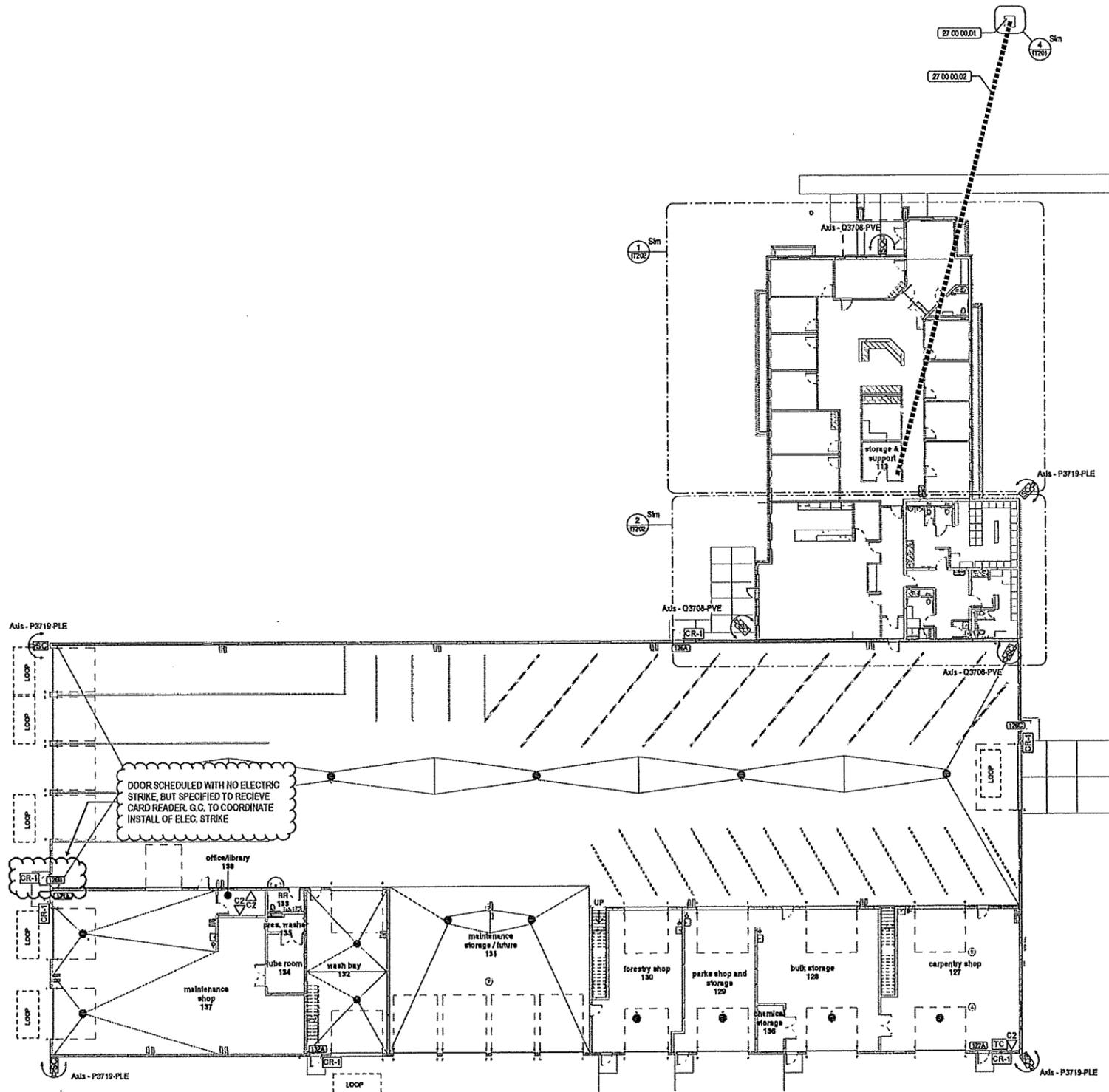
3 Card Reader Detail - High-Low Post
1/2" = 1'-0"



2 Typical TV Mounting Detail
1/2" = 1'-0"



4 Communications Handhole Detail
1/2" = 1'-0"



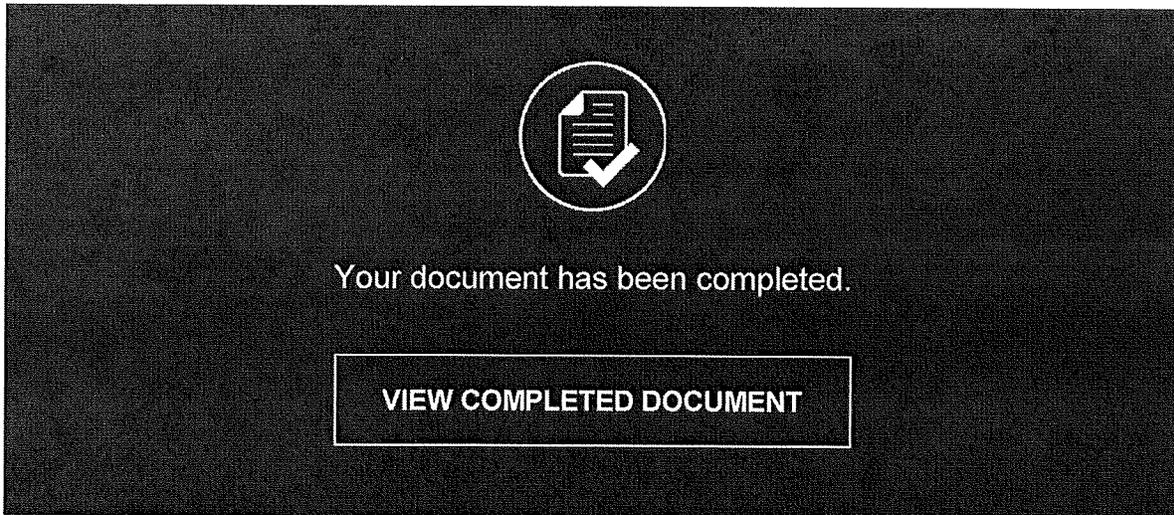
Overall Technology Plan and Details
 kuenyarch.com ©2022 Kueny Architects L.L.C. - All Rights Reserved
 Parks Department Facility - City of Oakton - Project # 25-12
 805 Witzel Ave, Oakton, VA 22132
 May 05, 2023

PLAN NORTH
 SCALE: As Indicated
IT201

Taylor, Tracy L

From: DocuSign NA3 System <dse_NA3@docusign.net> on behalf of DocuSign via DocuSign <dse_NA3@docusign.net>
Sent: Friday, November 10, 2023 9:17 AM
To: Taylor, Tracy L
Subject: Completed: Complete with DocuSign: 22-12 WCD #11_11-1-23.pdf
Attachments: 22-12 WCD #11_11-1-23.pdf

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A dark grey rectangular notification box with a white border. At the top center is a white circular icon containing a document with a checkmark. Below the icon, the text "Your document has been completed." is centered. At the bottom center is a white rectangular button with the text "VIEW COMPLETED DOCUMENT" in all caps.

All signers completed Complete with DocuSign: 22-12 WCD #11_11-1-23.pdf

Powered by **DocuSign**



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AUG 28 2024

10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.258.1001 website: www.kuenyarch.com

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*
New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION
WCD Number: 012
Date: August 28, 2024

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

Contract increase to include the install of an 8' Wide Gate in Lieu of 4' wide gate section. Owner directed change during construction.

1. Patriot Fencing Gate Section Change	\$985.00
	Subtotal: \$985.00
	Mark Up: \$24.63
	Bond: \$15.14
	Total: \$1,024.77

Attachments:

1. Contractor cost proposal (CR #12).

Proposed Change in Contract Price and Contract Time

Contract Price: \$1,024.77 increase

Contract Time: No change

Basis of Estimated Change in Contract Price

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:

Kueny Architects
 Architect
 DocuSigned by:
 Jon Wallenkamp
 By (Signature) 79058DBD3D26478...

Jon Wallenkamp
 Printed Name

August 28, 2024
 Date

AUTHORIZED BY:

City of Oshkosh
 Owner
 Signed by:
 Ray Maurer
 By (Signature) E277FB983CB140A...

Ray Maurer
 Printed Name

9/4/2024
 Date

RECEIVED:

SMA Construction
 Contractor
 Signed by:
 Kevin Winkler
 By (Signature) 19A0A9F24344429...

Kevin Winkler
 Printed Name

9/4/2024
 Date





CHANGE REQUEST

NUMBER: 12

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 10.24.2023

CC: Stephanie Abhold

DESCRIPTION: Install 8' Wide Gate in Lieu of 4' Wide

Breakdown:

Patriot Fence	\$985.00
Owner Requested change at time of construction	

Subtotal:	\$985.00
Mark-up:	\$24.63
Bond:	\$15.14

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: \$1,024.77

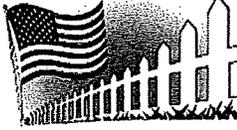
The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:	ACCEPTED BY ARCHITECT	AUTHORIZED BY OWNER
Kevin Winkler SMA Construction Services	Jon Wallenkamp Kueny Architects	Raymond Maurer City Of Oshkosh
BY: <u>Kevin Winkler</u>	BY: _____	BY: _____
Date: <u>10.24.2023</u>	Date: _____	Date: _____

PROJECT	
CITY OF OSHKOSH PARK	
DOCUMENTS USED THIS QUOTE:	
PLANS:	A101, A103
SPECS:	323113, 323119
ADDENDA:	1,2,3,4,5
START:	
COMPLETION:	

PHONE/FAX
 (262)521-0029
MAILING
 PO Box 596
 Sussex, WI 53089
SHIPPING
 926 Silvernail Rd
 Pewaukee, WI 53072

BID DATE	RFQ Thursday, September 21, 2023
PROPOSAL #	22- 130CO#1R1
DATE	Thursday, September 21, 2023
PREPARED BY	Trevor Schroeder (262)388-3758 J. Biehl jae@patriotfencing.com



PATRIOT FENCE AND CONSTRUCTION LLC.

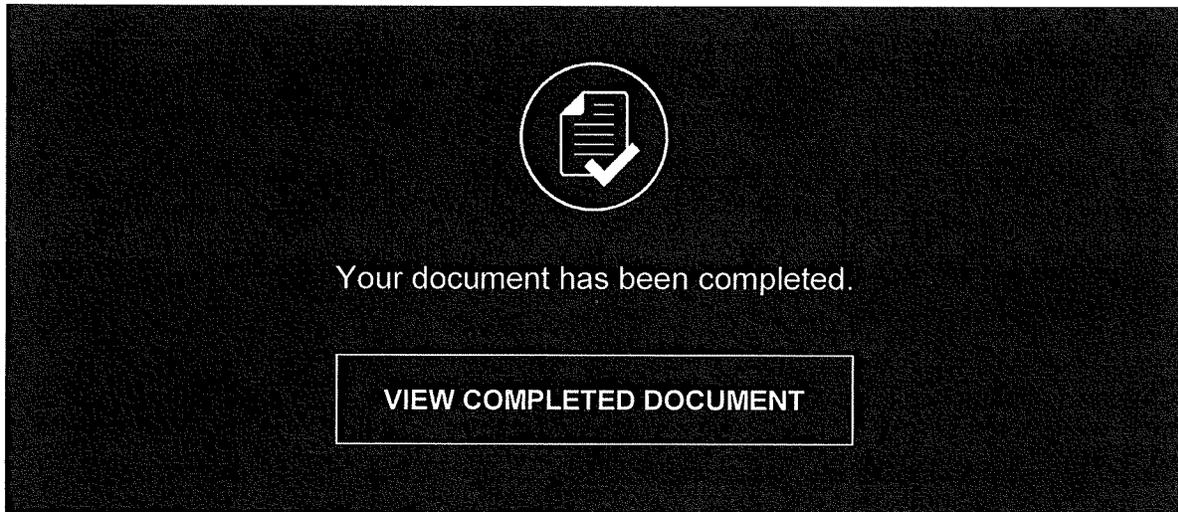
Furnish & install (with 90 DAY WARRANTY) per specifications unless otherwise noted:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	PRICE	TOTAL
CHANGE ORDER #2					
OMIT	4'W SINGLE SWING CHAIN LINK GATE	1	LS		
ADD	8'W DOUBLE SWING CHAIN LINK GATE	1	EA	ADD	\$985.00
PRICING GOOD FOR 30 DAYS.					

Taylor, Tracy L

From: DocuSign NA3 System <dse_NA3@docusign.net> on behalf of Docusign via Docusign <dse_NA3@docusign.net>
Sent: Wednesday, September 4, 2024 3:42 PM
To: Taylor, Tracy L
Subject: Completed: Work Change Directive No. 12 for Contract 22-12 New Parks Facility
Attachments: 22-12 WCD #12_8-28-24.pdf

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

A dark grey rectangular notification box with a white border. At the top center is a white circular icon containing a document with a checkmark. Below the icon, the text "Your document has been completed." is centered. At the bottom center is a white rectangular button with the text "VIEW COMPLETED DOCUMENT" in all caps.

All signers completed Work Change Directive No. 12 for Contract 22-12 New Parks Facility

Powered by  docusign.



RECEIVED

10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

NOV 30 2023

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*
New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION
WCD Number: 013
Date: November 30, 2023

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

Contract decrease for the revised signage designs.

1. Signarama - Reflects change in pricing from originally shown signage to final revisions made by Owner.
To be Verified after final selection and approval.

(\$387.38.)

Subtotal: (\$387.38)

Attachments:

1. Contractor cost proposal (CR #13).
2. 10 14 19 Submittal - Original
3. 10 14 10 Submittal - Revisions.

Proposed Change in Contract Price and Contract Time

Contract Price: (\$387.38) (decrease)

Contract Time: No change

Basis of Estimated Change in Contract Price

- Lump Sum Unit Price
- Cost of the Work Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

Kueny Architects
 Architect
 DocuSigned by:
 Jon Wallenkamp
 790560B03D26478...

By (Signature)

City of Oshkosh
 Owner
 DocuSigned by:
 Ray Maurer
 CE39B6B78524C2...

By (Signature)

SMA Construction
 Contractor
 DocuSigned by:
 Kevin Winkler
 19A0A9F24344429...

By (Signature)

Jon Wallenkamp
Printed Name

Ray Maurer
Printed Name

Kevin Winkler
Printed Name

November 01, 2023
Date

12/7/2023
Date

12/7/2023
Date





CHANGE REQUEST

NUMBER: 13

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 10.24.2023

CC: Stephanie Abhold

DESCRIPTION: Changes to Signage

Breakdown:

Signarama (\$387.38)
Reflects change in pricing from originally shown signage to final revisions made by Owner. To be Verified after final selection and approval. Currently Pending

Subtotal: (\$387.38)
Mark-up:
Bond:

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: (\$387.38)

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

ACCEPTED BY ARCHITECT

AUTHORIZED BY OWNER

Kevin Winkler
SMA Construction Services

Jon Wallenkamp
Kueny Architects

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler
Date: 10.24.2023

BY: _____
Date: _____

BY: _____
Date: _____



201 W Walnut St, Ste 301 Green Bay, WI 54303
920.438.3833 phone / 920.438.3837 fax
www.smaconstructionservices.com

SUBMITTAL

Submittal for Project:

City of Oshkosh Contract 22-12 New Parks Facility

Date:

7.21.2023

Project Number:

22010

Submittal No:

073

Submittal For:

Flat Cut Letters

Specification Number:

10 14 19

Submitted To:

Kueny Architects, LLC

Subcontractor/Supplier:

Signarama

Contractor's Review:

- Conditionally Approved
 - Conditionally Approved as noted
 - Not Approved
 - Revise and resubmit
- Forwarded on for Approval

This submittal is checked only for general conformance with the construction documents. Subcontractor/Supplier is responsible for dimensions, quantities, etc... Final approval is based on installed product and performance conforming with contract documents.

Kevin Winkler

7.21.2023

SMA Construction Services, LLC

Date

Architect's/Engineer's Review:

SUBMITTAL REVIEW

- REVIEWED
- REJECTED
- REVIEWED AS NOTED
- REVISE & RESUBMIT

REVIEW IS ONLY FOR CONFORMANCE TO THE CONTRACT DOCUMENTS AND DESIGN CONCEPT. PROCEED WITH FABRICATION, MANUFACTURE, OR CONSTRUCTION AS NOTED ABOVE. CONTRACTOR ASSUMES RESPONSIBILITY FOR A DETAILED REVIEW OF THESE DOCUMENTS AS WELL AS FIELD MEASUREMENT AND INSTALLATION METHODS.

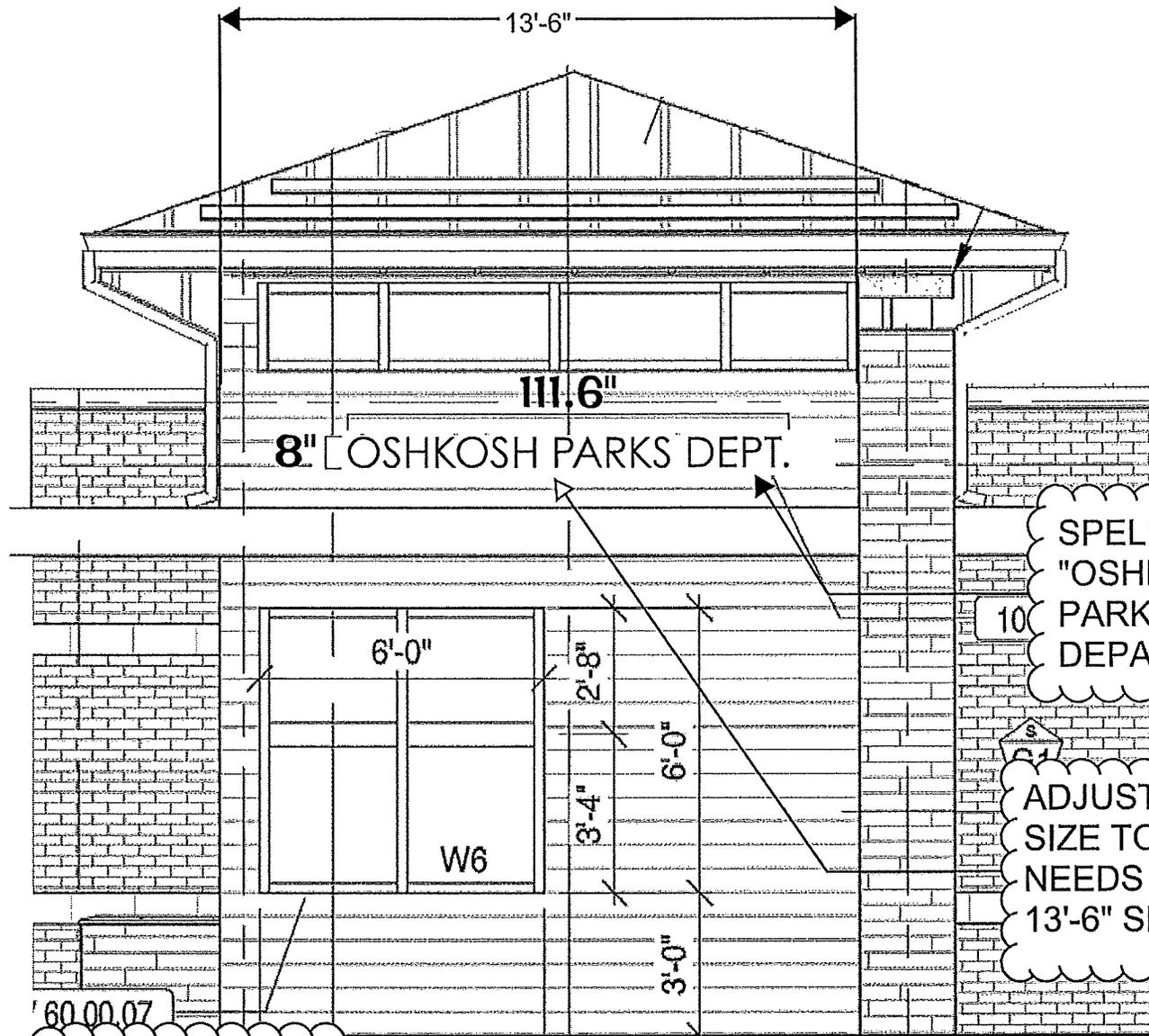
KUENY ARCHITECTS, LLC

BY *Jon P. Wallenkamp*

DATE 08.01.2023

SEE ATTACHED FOR SIGNAGE ADJUSTMENTS. PLEASE ADVISE IF PR IS NEEDED FOR SIGNAGE ADJUSTMENTS.

Exterior



SPELL OUT
"OSHKOSH
PARKS
DEPARTMENT"

ADJUST LETTER
SIZE TO 6.5 OR 7" -
NEEDS TO FIT ON
13'-6" SPACE

ANODIZED
BLACK FINISH

Color Specifications

● Medium Bronze Finish

OSHKOSH PARKS DEPARTMENT

111.6"

8"

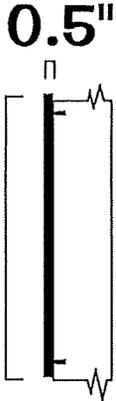
OSHKOSH PARKS DEPT

1.6"

SEE PREVIOUS NOTES

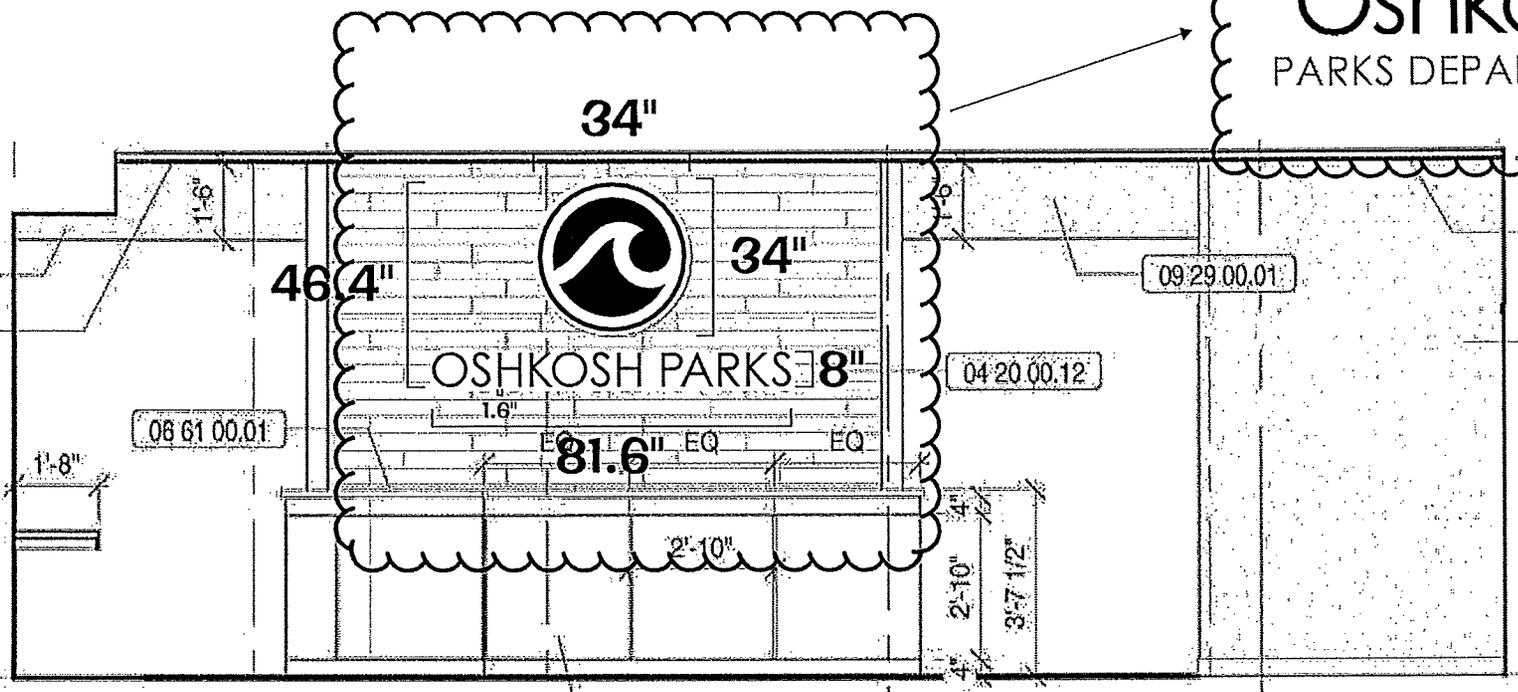
Side view

8"



Interior

ADJUST
SIGNAGE TO
IMAGE
INCLUDED

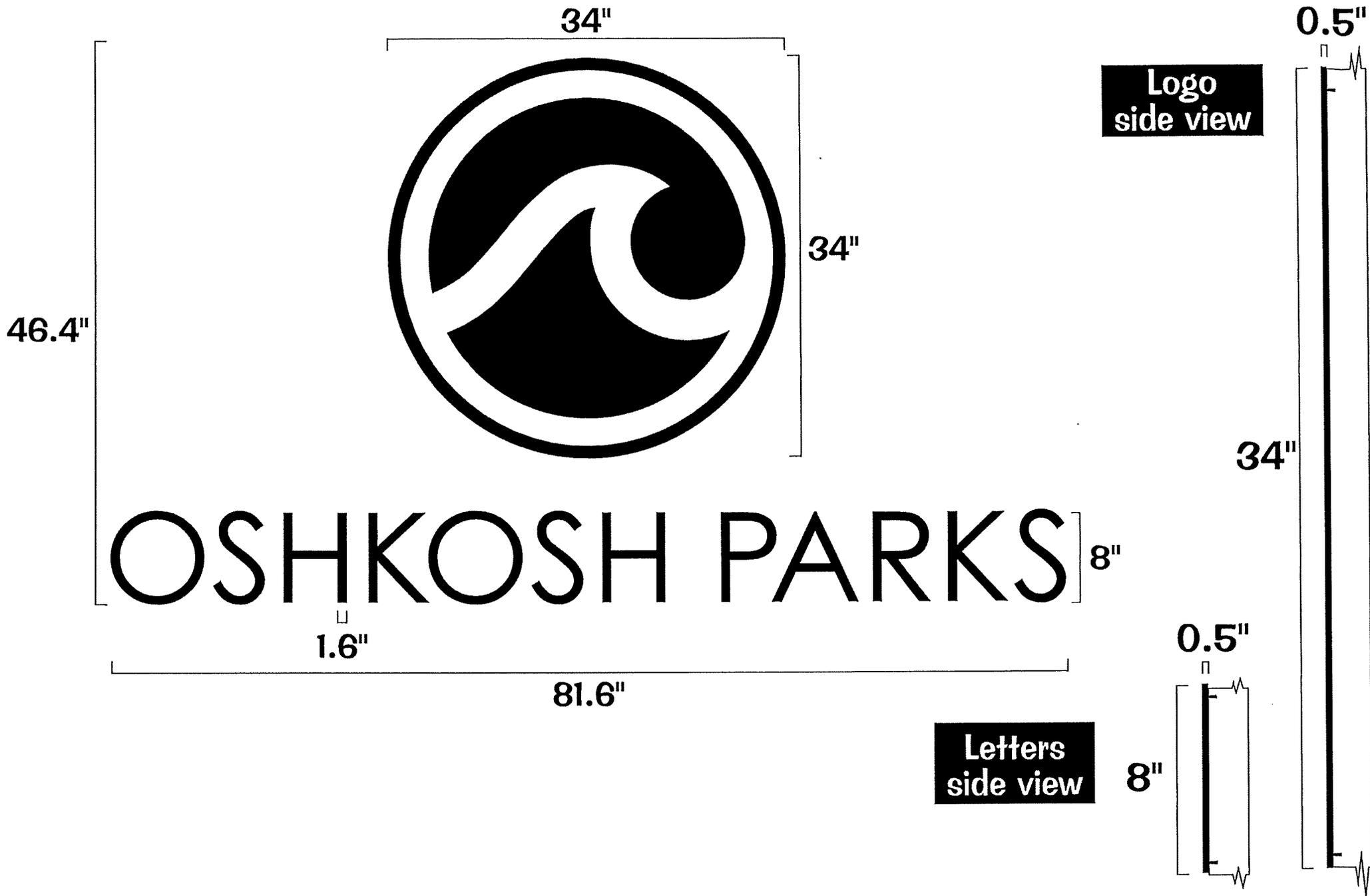


BLACK
ANODIZED
FINISH

Color Specifications



Medium Bronze Finish



Color Specifications ● *Medium Bronze Finish*

Fond du Lac:
N5528 Miranda Way
Fond du Lac, WI 54937
920-921-7181

Appleton:
1060 N Perkins St.
Appleton, WI 54914
920-739-7446

Date: 10/10/2023
File Name: 45272 _ Oshkosh Parks Project
Page: 1
Version: 5
Sales Rep: Dee Burkhardt
File Drawn By: Marina N.

SMA Construction Services

Project Details:

- Exterior Dimensional Lettering
- Custom fabricated 1/2" thick flat-cut aluminum lettering with dark broze finish.
 - Stud mounted.
 - Install included.
 - Qty: 1 set.

Install Notes / Pickup Info:

Signarama.com

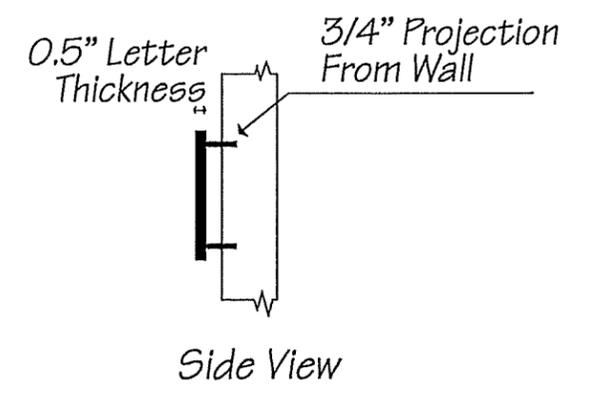
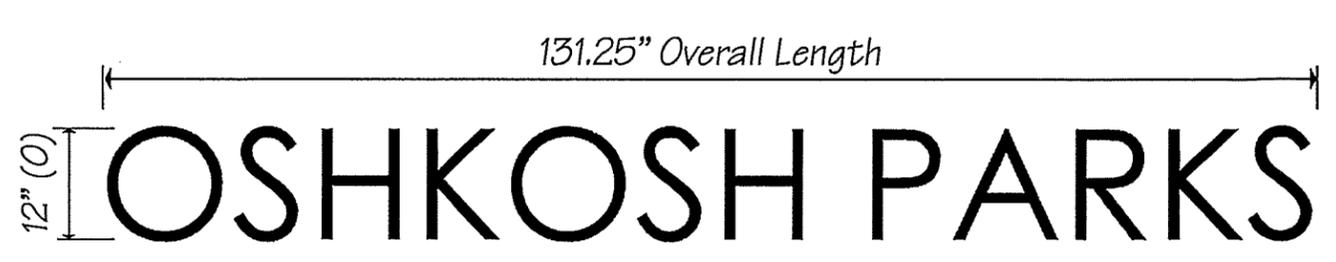
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***QUOTE ATTACHED TO INITIAL PROOFING
MAY NOT REFLECT FINAL PRICING FOR PROJECT.**

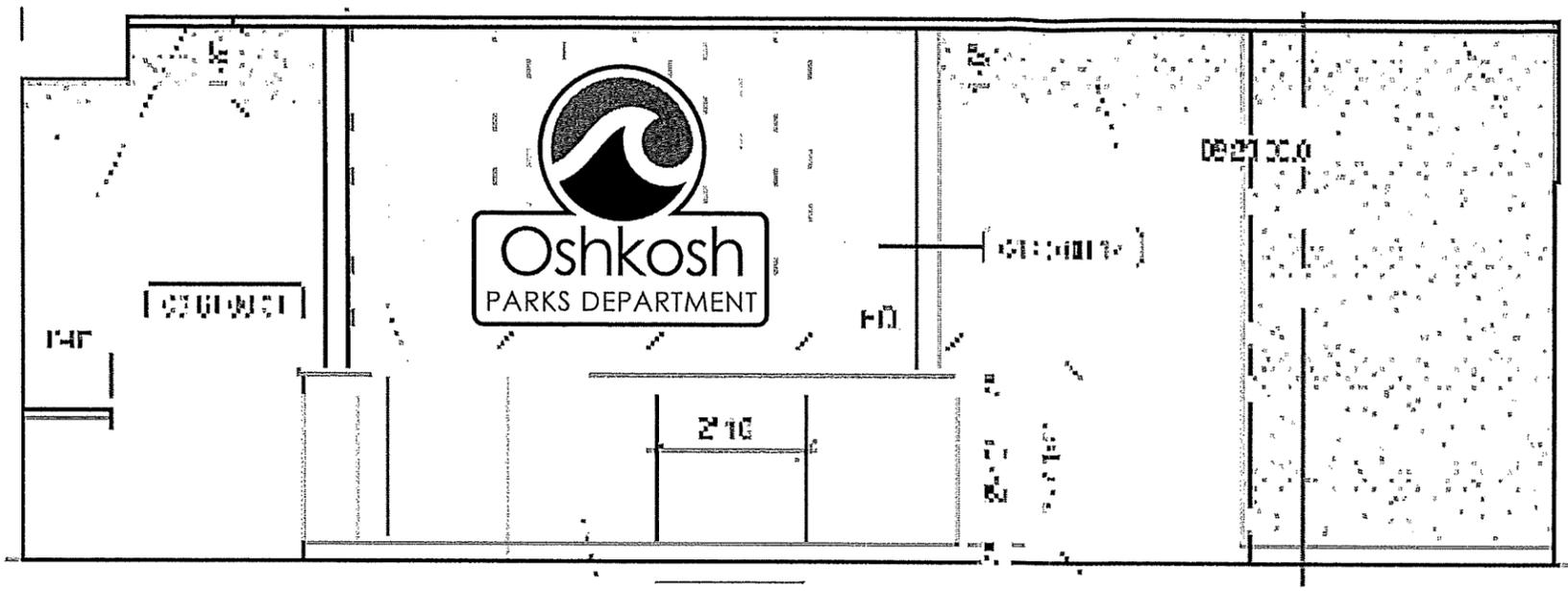


Placement on Building (Not To Scale)



Color Specifications ● 1/2" Flat Cut Letters with Dark Bronze Finish

Placement on Interior Wall



Fond du Lac:
N5528 Miranda Way
Fond du Lac, WI 54937 **920-921-7181**

Appleton:
1060 N Perkins St.
Appleton, WI 54914 **920-739-7446**

Date: 10/10/2023
File Name: 45272 _ Oshkosh Parks Project
Page: 2
Version: 5
Sales Rep: Dee Burkhardt
File Drawn By: Marina N.

SMA Construction Services

Project Details:

- Interior Dimensional Lettering
- Custom fabricated 1/2" thick expanded PVC (aka Komatex) Custom Painted painted custom PMS color
 - Stud mounted.
 - Install included.
 - Qty: 1 set.

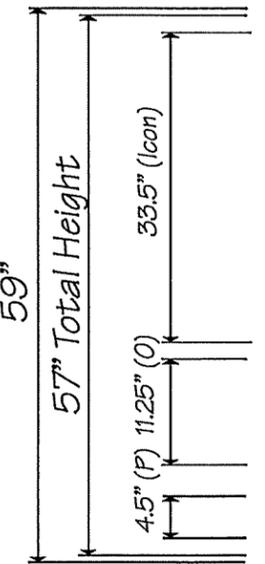
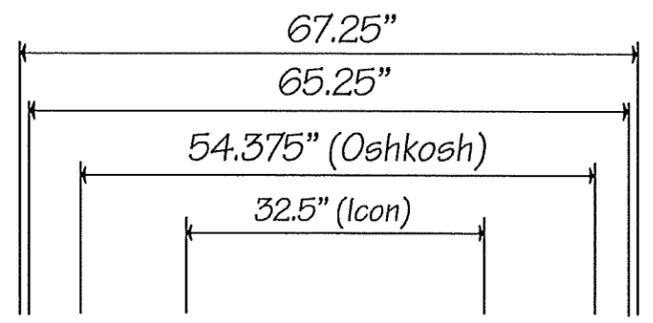
Install Notes / Pickup Info:

Signarama.com

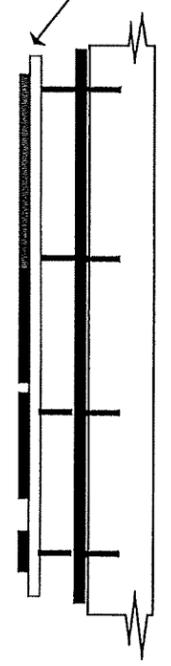
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*QUOTE ATTACHED TO INITIAL PROOFING
MAY NOT REFLECT FINAL PRICING FOR PROJECT.



0.5" Letter Thickness
3/4" Projection (Field Verify Projection As Needed At Stone Wall)



Side View Survey of Wall Dependant

Pantone 2169 CP	Pantone 7686 CP	
C 52	C 100	
M 13	M 73	
Y 5	Y 0	
K 0	K 10	
HEX/WEB 74B8DB	HEX/WEB 004E99	
RGB 116 184 219	RGB 0 78 154	

City Of Oshkosh Branding Guidelines

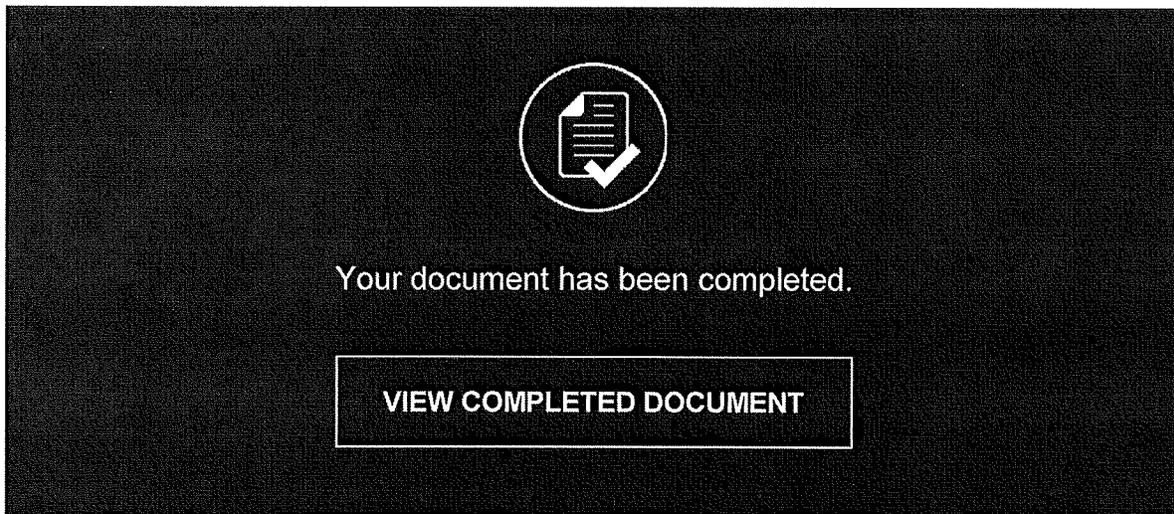
Color Specifications

- 1/2" thick expanded PVC (aka Komatex) Custom Painted PMS 2169 C
- 1/2" thick expanded PVC (aka Komatex) Custom Painted PMS 7686 C
- 1/2" thick expanded PVC (aka Komatex) white

Taylor, Tracy L

From: DocuSign NA3 System <dse_NA3@docusign.net> on behalf of DocuSign via DocuSign <dse_NA3@docusign.net>
Sent: Thursday, December 7, 2023 10:58 AM
To: Taylor, Tracy L
Subject: Completed: Work Change Directive #13 for Contract 22-12
Attachments: 22-12 WCD #13_11-30-23.pdf

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

A dark grey rectangular notification box with a white border. At the top center is a white circular icon containing a document with a checkmark. Below the icon, the text "Your document has been completed." is centered. At the bottom center is a white rectangular button with the text "VIEW COMPLETED DOCUMENT" in all caps.

All signers completed Work Change Directive #13 for Contract 22-12

Powered by **DocuSign**

RECEIVED



SEP 11 2024

10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com
 DEPT OF PUBLIC WORKS
 OSHKOSH, WISCONSIN

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*
 New Parks Facility
 805 Witzel Avenue
 Oshkosh, WI 53902

CONTRACT INFORMATION
 Contract for: General Construction
 Date: April 13, 2022
 Contract Number: 22-12

WCD INFORMATION
 WCD Number: 14 Rev.1
 Date: September 11, 2024

OWNER: *(name and address)*
 City of Oshkosh
 215 Church Avenue
 Oshkosh, WI 54901

ARCHITECT: *(name and address)*
 Kueny Architects, LLC
 10505 Corporate Drive, Suite 100
 Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
 SMA Construction Services, LLC
 201 W Walnut Street, Suite 301
 Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

Contract increase for the removal of a 10' x 67' section of Idaho Avenue and to repave section.

- 1. Sawcut/Remove and Grade Area
 Labor – 19 Hrs. @ 80\$/Hr. \$1,520.00
- 2. Saw Rental – Lincoln Contractor Supply \$384.02
- 3. LRS Rubble Dumpster x2 \$1,167.50
- 4. NEA – Extra Pavement \$1,603.97
 (Includes strip in Vet Clinic Driveway to back of curb)

Subtotal: \$4,675.49
 Mark Up: \$193.68
 Bond: \$73.04

Total: 4,942.20

Attachments:

- 1. Contractor cost proposal (CR #14).



CHANGE REQUEST

NUMBER: 14

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 11.7.2023

CC: Stephanie Abhold

DESCRIPTION: Remove Section of Idaho Ave (10'x67') & Repave

Breakdown: Work was completed on 9.13.2023 and 9.14.2023

SMA - Sawcut/Remove and Grade Area	
Labor - 19hrs @ \$80/HR	\$1,520.00
1 Day Saw Rental - Lincoln Contractors Supply	\$384.02
LRS Rubble Dumpster x2	\$1,167.50
NEA	
Extra Pavement	\$1,603.97
(includes strip in Vet Clinic Driveway to back of curb)	

Subtotal:	\$4,675.49
Mark-up:	\$193.68
Bond:	\$73.04

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: \$4,942.20

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

ACCEPTED BY ARCHITECT

AUTHORIZED BY OWNER

Kevin Winkler
SMA Construction Services

Jon Wallenkamp
Kueny Architects

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler

BY: _____

BY: _____

Date: 11.7.2023

Date: _____

Date: _____

SMA Construction Services

Subcontractor Work Form

Date: 9/13/23

Project Name: OSAGE PARKS

Description of Work Performed:

Labor					
Qty	Trade	Date	Days	Unit Price	Subtotals
4	Remove Asphalt	9-13-23		N/A	N/A
	and Gravel				
9	Remove Asphalt	9-13-23			
6	Remove Asphalt	9-14-23			
	and Gravel				

Material & Equipment Used				
Qty	Description	Purchased From	U. Price	Sub Totals
1	Road Saw	Lincoln	N/A	N/A
1	Generator	UPS		
	Empty and Replaced			
	Gasoline			

Additional Information:

1/4 mile section to be removed
 3/4 mile removed balance



RENTAL INVOICE

REMIT TO:
 Lincoln Contractors Supply Inc.
 PO Box 270168
 Milwaukee, WI 53227

5663 NEUBERT ROAD
 APPLETON, WI 54913

TEL: (920) 757-1901
 FAX: (920) 757-1941

Invoice # R19683
 Date (MMDDYY) 09/15/23
 Order # D83032
 Page 1

WWW.SHOPLOGSONLINE.COM

APPLETON • EAU CLAIRE • GREEN BAY • KENOSHA • MADISON
 MILWAUKEE-NORTH & SOUTH • OSHKOSH • WAUKESHA • WAUSAU

B I L L T O:
 SMA CONSTRUCTION SERVICES LLC
 201 W WALNUT ST STE 301
 GREEN BAY WI 54303
S H I P T O:
 KEVIN

09/13/23 07796 WI P/D BROWN (OSHKOSH PARKS) CPAGEL DC01

RENTAL HU-965150107 - FS413 13 H.P. 20" Serial No: 20214210003 Out: 09/13/23 09:37 AM	Meter Out: 0 2 Dy	Bill From: 09/13/23 09:37 AM Bill To: 09/15/23 09:06 AM Meter In: 0 120.00	240.00
:KIT 20"X.125" CONCRETE BLADE	1	0.00	0.00
RENTAL SG-CHWCGP2012 20"X.125" CONCRETE BLADE (WET) Serial No: 10 RNTAPP Out: 09/13/23 09:37 AM	Meter Out: 0 2 Dy	Bill From: 09/13/23 09:37 AM Bill To: 09/15/23 09:06 AM Meter In: 0 62.00	124.00

*OK.
 ASPHALT
 REMOVE
 C.O.*

Our terms are NET 30 DAYS from Invoice date: 09/15/23

Merchandise	364.00
Freight	0.00
Subtotal	364.00
Tax	20.02
W05	
TOTAL	

Signature _____
SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE



4220 N NEWVILLE RD
 JANESVILLE, WI 53545-9509
 Phone: (608) 580-0580
 wisconsin.lrsrecycles.com

0043

CUSTOMER NO	190342
INVOICE DATE	9/30/2023
INVOICE NO	0004152516
CUSTOMER PO	
DUE DATE	10/30/2023

BALANCE FWD	\$1,689.08
PAYMENTS	\$-1,689.08
CREDITS	\$0.00
CHARGES	\$3,256.02
BALANCE DUE	\$3,256.02

SMA CONSTRUCTION
 201 W WALNUT ST
 GREEN BAY, WI 54303-5711

*P2 via
 C.C.
 10/27/23*

All of us at LRS appreciate your business!
 PLEASE MAIL ALL CHECKS TO LRS, LLC PO BOX 4700, Carol Stream, IL 60197-4700.
 To pay online, please go to our website at <https://wisconsin.lrsrecycles.com/>. Autopay payments will be processed the 5th business day of each month.
 Our industry has experienced continued significant cost increases – especially in the area of recycling outlet and processing costs. As a result, you may notice an increase in your billing amount reflecting these costs.

DATE	QUANTITY	FREQUENCY	DESCRIPTION	AMOUNT
------	----------	-----------	-------------	--------

New Charges

DATE	QUANTITY	FREQUENCY	DESCRIPTION	AMOUNT
Site 190342-0002 - SMA CONSTRUCTION - 805 WITZEL AVE OSHKOSH				
9/5/2023	4.68		Disposal C&D - WO: 0063585273	\$285.48
9/5/2023	1.00		Haul 30 Yard Roll Off - WO: 0063585273	\$235.00
9/13/2023	1.00		Deliver 20 Yard Roll Off - WO: 0064351896 ✓	\$135.00
9/14/2023	18.82		Disposal Concrete - WO: 0064354482 ✓	\$282.30
9/14/2023	1.00		Haul 20 Yard Roll Off - WO: 0064354482 ✓	\$235.00
9/15/2023	6.54		Disposal Concrete - WO: 0064431255 ✓	\$98.10
9/15/2023	1.00		Haul 20 Yard Roll Off - WO: 0064431255 ✓	\$235.00
9/15/2023	18.68		Disposal Concrete - WO: 0064431332 ✓	\$280.20
9/15/2023	1.00		Haul 20 Yard Roll Off - WO: 0064431332 ✓	\$235.00
9/18/2023	2.76		Disposal C&D - WO: 0064431404	\$168.36
9/18/2023	1.00		Haul 30 Yard Roll Off - WO: 0064431404	\$235.00
9/26/2023	9.78		Disposal C&D - WO: 0065058617	\$596.58

22010

OSH

sm.

Call to Oshkosh

Detach at perforation

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	BALANCE DUE
\$ 3,256.02	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,256.02

LRS

PO BOX 4700
 CAROL STREAM, IL 60197-4700
 Phone: (608) 580-0580

SMA CONSTRUCTION
 201 W WALNUT ST
 GREEN BAY, WI 54303-5711

CUSTOMER NO	INVOICE DATE	INVOICE NO	BALANCE DUE
190342	9/30/2023	0004152516	\$ 3,256.02
YOUR REFERENCE NO		AMOUNT PAID	
		\$	

Visit us on-line to make your payment

From: Justin Kenneke
To: Kevin Winkler
Subject: RE: Oshkosh 22-12 Parks NEA - Extra Costs
Date: Tuesday, October 3, 2023 1:20:43 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)

Spielvogel

Thanks,

See what WALBEC can do for you and your facilities. [Click Here](#)



Justin Kenneke, PMP
NEA Project Manager
920.757.7511 office
920.342.4523 mobile
walbecgroup.com
An Equal Opportunity & Affirmative Action Employer

Payne+Dolan | Northeast Asphalt | ZenithTech | Parisl | Premier Concrete | C.R.M.

From: Kevin Winkler <kevin@smaconstructionservices.com>
Sent: Tuesday, October 3, 2023 1:00 PM
To: Justin Kenneke <JKenneke@walbecgroup.com>
Cc: Justin Kenneke <JKenneke@walbecgroup.com>
Subject: RE: Oshkosh 22-12 Parks NEA - Extra Costs

Warning: External Email

Justin. Is the grading Xtra related to spielvogel or the city xtras. Thanks

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Justin Kenneke <JKenneke@walbecgroup.com>
Date: 10/3/23 12:38 PM (GMT-06:00)
To: Kevin Winkler <kevin@smaconstructionservices.com>
Cc: jkenneke@walbecgroup.com
Subject: Oshkosh 22-12 Parks NEA - Extra Costs

Kevin,

As discussed we had a few extra costs for this project due to the stone being quite a bit low and also the extra patching that we had to do for the city. We also have the extra costs that we originally discussed in regards to the job being done in 2023 and it also being done in two phases. I have that email below, that cost was \$6,165.00. The other costs are broken out directly below....

Paving Crew = ~~\$1,360.68~~
3 Loads of mix and Trucking = ~~\$243.29~~
Total extras for Paving = ~~\$1,603.97~~

Grading Crew = \$2,780.00

All in all our extra costs for this project came to ~~\$10,252.80~~

From: Justin Kenneke
Sent: Wednesday, July 19, 2023 12:17 PM
To: Kevin Winkler <kevin@smaconstructionservices.com>
Cc: Justin Kenneke <JKenneke@walbecgroup.com>
Subject: Oshkosh Parks NEA Updated pricing

Kevin,

I crunched the numbers to reflect the pricing of doing this job right now, in two phases, in lieu of doing it last year in one phase.

I would need a change order of \$6,165.00

\$2,920.00 to do it in two phases
\$3,245.00 for the cost increase to do in 2023, in lieu of 2022..

Thanks,

Thanks,

See what WALBEC can do for you and your facilities. [Click Here](#)



Justin Kenneke, PMP
NEA Project Manager
920.757.7511 office
920.342.4523 mobile
walbecgroup.com
An Equal Opportunity & Affirmative Action Employer

Taylor, Tracy L

From: DocuSign NA3 System <dse_NA3@docusign.net> on behalf of Docusign via Docusign <dse_NA3@docusign.net>
Sent: Friday, September 13, 2024 9:41 AM
To: Taylor, Tracy L
Subject: Completed: Work Change Directive No. 14-Revision #1 for Contract 22-12
Attachments: 22-12 WCD #14-Revision #1_9-11-24.pdf

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



Your document has been completed.

[VIEW COMPLETED DOCUMENT](#)

All signers completed Work Change Directive No. 14-Revision #1 for Contract 22-12

Powered by  docusign.



10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*
New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION
WCD Number: 15
Date: December 7, 2023

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

Contract increase for the revision and added gate card reader scope.

- 1. Furnish and Install new Dual Height Post \$2,730.00
- 2. Add Scope for Gate Card Reader System \$9,598.00
- 3. Additional Cost for 2nd Reader \$838.69

Subtotal: \$13,166.69
Mark Up: \$329.17
Bond: \$202.44

Total: 13,698.30

Attachments:

- 1. Contractor cost proposal (CR #15).



CHANGE REQUEST

NUMBER: 15

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 12.6.2023

CC: Stephanie Abhold

DESCRIPTION: Dual Mount Gate Reader System

Breakdown:

Patriot Fence -
Furnish & Install new Dual Height Gooseneck and Remove Original Post \$2,730.00

Pieper Electric -
Add Scope for Gate Card Reader System - Includes CableCom original Quote \$9,598.00

Cable COM -
Additional Cost for 2nd Reader installation (not in Piepers' quote above) \$838.69
Original Quote was \$2,079.50 for Single Reader - Dual Reader is \$2,917.74

*Proposal does not include restoration of green areas.

Subtotal: \$13,166.69

Mark-up: \$329.17

Bond: \$202.44

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: \$13,698.30

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

ACCEPTED BY ARCHITECT

AUTHORIZED BY OWNER

Kevin Winkler
SMA Construction Services

Jon Wallenkamp
Kueny Architects

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler

BY: _____

BY: _____

Date: 12.6.2023

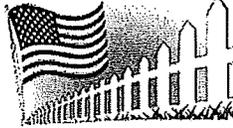
Date: _____

Date: _____

PROJECT	
CITY OF OSHKOSH PARK	
DOCUMENTS USED THIS QUOTE:	
PLANS:	
SPECS:	
ADDENDA:	
START:	
COMPLETION:	

CONTACT
 (262)521-0029
ADDRESS
 PO Box 596
 Sussex, WI 53089
ADDRESS
 926 Silvernail Rd
 Pewaukee, WI 53072

BID DATE	RFQ Monday, November 27, 2023
PROPOSAL #	22- 130CO#4
DATE	Tuesday, November 28, 2023
PREPARED BY	Trevor Schroeder (262)388-3758
	J. Biehl jae@patriotfencing.com



PATRIOT FENCE AND CONSTRUCTION LLC.

Furnish & Install (with NO NET WEIGHT / OPEN SHOP / BIDDING) per specifications unless otherwise noted:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	PRICE	TOTAL
CHANGE ORDER #4					
	REMOVE/DISPOSE OF 4" CLICK TO ENTER POSTS	1	EA		
	DISPOSE OF CONCRETE FOOTING FOR CLICK TO ENTER POST	1	EA		\$ 2,275.00
	SINGLE/CAR HEIGHT GOOSENECK w/ CONCRETE FOOTING	1	EA		
	DUAL HEIGHT GOOSENECK IN LIEU OF SINGLE/CAR HEIGHT GOOSENECK	1	EA	ADD	\$ 455.00

Gooseneck mounts are universal. They may need an adapter depending upon their device.

NOTE: Typically this kind of a device needs a plastic adapter between the gooseneck and the device itself that they would need to spec and purchase.

PRICING GOOD FOR 30 DAYS.



CHANGE ORDER

SMA Construction
 201 W Walnut St #301
 Green Bay, WI 54303
 ATTENTION: Kevin Winkler

JOB NAME: Oshkosh Parks
 CHANGE ORDER NUMBER: 6
 REVISION NUMBER:
 DATE: 11/15/2023
 JOB NO: 22071
 CONTRACT NO: 22010.161
 AMOUNT OF C/O: \$9,598

REGARDING YOUR REQUEST FOR QUOTATION:
 Added gate card reader.

SUMMARY:	A. LABOR	\$1,900
	B. MATERIALS	\$567
	C. EQUIPMENT/SUBCONTRACTS/MISC.	\$7,131
	GRAND TOTAL	\$9,598

ADDITIONAL CALENDAR DAYS EXTENDED TO CONTRACT COMPLETION DATE: 0

TERMS: THIS AMOUNT ONLY COVERS THE DIRECT COSTS IN LABOR, MATERIALS, SUBCONTRACTS AND EQUIPMENT NECESSARY TO EXECUTE THE CHANGED WORK DESCRIBED IN THE PROPOSAL. AT THE PRESENT TIME, WE CANNOT ASSESS OR EVALUATE THE OVERALL IMPACT OF THE CHANGED WORK ON OUR ORIGINAL CONTRACT SCOPE OF WORK. WE THEREBY RESERVE OUR RIGHTS TO CLAIM FOR ANY INDIRECT COSTS WHICH MAY ARISE IN THE FUTURE AS A RESULT OF DELAYS TO THE WORK, OUT OF SEQUENCE WORK, INEFFICIENCIES, EXTENDED CONTRACT COMPLETION, LABOR AND MATERIAL ESCALATION AND/OR ACCELERATION AND EXTENDED WARRANTIES.

PARTIES ARE AWARE THAT THE CORONAVIRUS COVID-19 ("OUTBREAK") WAS DECLARED A PANDEMIC BY THE WORLD HEALTH ORGANIZATION ON MARCH 11, 2020. THIS OUTBREAK MAY OR MAY NOT IMPACT THE NORMAL EXECUTION AND PERFORMANCE OF THIS CHANGE ORDER. SHOULD THERE BE AN IMPACT TO PERFORMANCE OF THIS CHANGE ORDER THE PARTIES AGREE THAT PIEPER ELECTRIC IS ENTITLED TO A REASONABLE EXTENSION OF TIME REPRESENTING THE IMPACT OF THE OUTBREAK ON ITS PERFORMANCE OR DELIVERY OBLIGATION OF THIS CHANGE OF WORK AND SHALL HAVE NO LIABILITIES OF DAMAGES TO THE CONTRACTOR WHETHER ARISING OUT OR IN CONNECTION WITH THE OUTBREAK. CONTRACTOR AGREES THAT BY ISSUING A FORMAL ACCEPTANCE OF THE CHANGE ORDER TO PIEPER ELECTRIC THAT THE CONTRACTOR UNDERSTANDS AND HAS ACCEPTED THE TERMS OF THIS CHANGE ORDER.

This price is valid for 14 days.

This form was approved:



CHANGE ORDER SUMMARY

<p><u>SMA Construction</u></p> <p><u>201 W Walnut St #301</u></p> <p><u>Green Bay, WI 54303</u></p> <hr/> <p>ATTENTION : Kevin Winkler</p> <p>REGARDING YOUR REQUEST FOR QUOTATION: Added gate card reader.</p>	<p>JOB NAME: Oshkosh Parks</p> <p>CHANGE ORDER NUMBER: 6</p> <p>REVISION NUMER:</p> <p>DATE: 11/15/2023</p> <p>JOB NO: 22071</p> <p>CONTRACT NO: 22010.161</p> <p>AMOUNT OF C/O: \$9,598</p>
--	--

SUMMARY:	A. LABOR	\$1,900
	B. MATERIALS	\$567
	C. DJE	\$195
	SBO: YES	
	SUBTOTAL	\$2,662
	OVERHEAD & PROFIT 5.00%	\$133
	D. SUBCONTRACTS	\$6,479
	OVERHEAD & PROFIT 5.00%	\$324
	SUBTOTAL	\$9,598
	BOND	\$0
	INSURANCE	\$0
	GRAND TOTAL	\$9,598

ADDITIONAL CALENDAR DAYS EXTENDED TO CONTRACT COMPLETION DATE: 0

THIS AMOUNT ONLY COVERS THE DIRECT COSTS IN LABOR, MATERIALS, SUBCONTRACTS AND EQUIPMENT NECESSARY TO EXECUTE THE CHANGED WORK DESCRIBED IN THE PROPOSAL. AT THE PRESENT TIME, WE CANNOT ASSESS OR EVALUATE THE OVERALL IMPACT OF THE CHANGED WORK ON OUR ORIGINAL CONTRACT SCOPE OF WORK. WE THEREBY RESERVE OUR RIGHTS TO CLAIM FOR ANY INDIRECT COSTS WHICH MAY ARISE IN THE FUTURE AS A RESULT OF DELAYS TO THE WORK, OUT OF SEQUENCE WORK, INEFFICIENCIES, EXTENDED CONTRACT COMPLETION, LABOR AND MATERIAL ESCALATION AND/OR ACCELERATION AND EXTENDED WARRANTIES.

JOB	NUMBER	C.O. NO.	DATE	REVISION
Oshkosh Parks	22071	6	15-Nov-23	

A. LABOR

*SUPER INTENDENT	0 HRS @	\$100.00	TOTAL	\$0.00
** SUPERVISOR	0 HRS @	\$81.34	TOTAL	\$0.00
*** SAFETY	0 HRS @	\$79.29	TOTAL	\$0.00
ELECTRICIAN	20 HRS @	\$95.00	TOTAL	\$1,900.00
ESTIMATOR	0 HRS @	\$58.62	TOTAL	\$0.00
ENGINEER	0 HRS @	\$50.00	TOTAL	\$0.00
	@		TOTAL	\$0.00
	@		TOTAL	\$0.00
	@		TOTAL	\$0.00
TRAVEL	@		TOTAL	\$0.00
SUBSISTENCE	@		TOTAL	\$0.00
PREMIUM COSTS			TOTAL	\$0.00
			LABOR TOTAL	\$1,900.00

B. MATERIALS

MATERIAL PER "TAKE-OFF"			TOTAL	\$550
MISCELLANEOUS MATERIAL & WASTE	3.00%		TOTAL	\$17
			<i>SUBTOTAL</i>	<i>\$567</i>
FREIGHT AND HANDLING			TOTAL	\$0
SPECIAL EXPEDITING			TOTAL	\$0
SALES TAX	0.0%		TOTAL	\$0
			MATERIAL TOTAL	\$567

*SUPER INTENDENT - 6% OF TOTAL MAN HOURS
 ** SUPERVISOR - 12 % OF TOTAL MAN HOURS
 *** SAFETY - 3 % OF TOTAL MAN HOURS

CABLECOM, LLC. STANDARD TERMS AND CONDITIONS

CABLECOM LLC ("SELLER") ACCEPTS YOUR ORDER ON THE EXPRESS CONDITION THAT YOU ("BUYER") AGREE TO THE TERMS AND CONDITIONS BELOW (THE "CONTRACT"). NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS WILL BE BINDING UPON SELLER UNLESS SPECIFICALLY AGREED TO IN WRITING. TO THE EXTENT THERE IS ANY CONFLICT BETWEEN ANY OTHER AGREEMENT BETWEEN THE PARTIES AND THIS CONTRACT, THIS CONTRACT SHALL CONTROL..

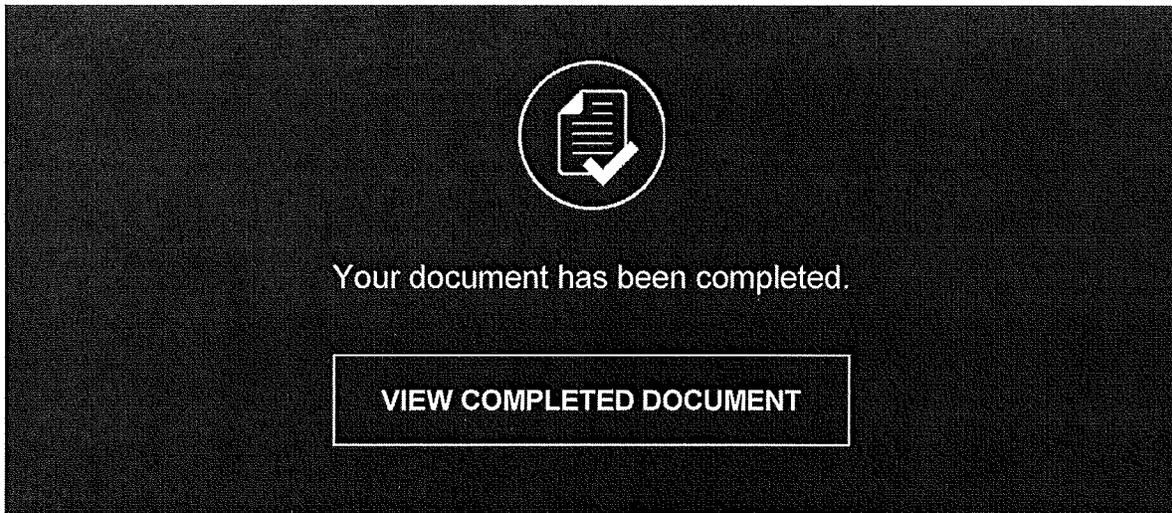
1. **Prices:** Unless otherwise agreed in writing, all prices and charges specified herein are based on U.S. dollars, FOB origin, and are effective for thirty (30) days from the date of any quotation. Transportation shall be by common carrier, at Buyer's risk and expense, with the transportation, insurance, and related charges added to the quoted price. Should Buyer postpone the delivery date, Seller shall have the right to adjust the price of the undelivered goods to Seller's price at the time of shipment.
2. **Title:** Title to products does not pass to Buyer until Buyer has paid all amounts owed under this Contract. Should Buyer fail to make any payment when owed, Seller may enter Buyer's premises and remove the products.
3. **Taxes:** Prices quoted by Seller are exclusive of all taxes (except taxes levied on Seller's income) including federal, state, and local use, excise, sales, privilege, property or any other similar taxes, and Buyer shall pay all such taxes in full. If Buyer is exempt from any taxes, Buyer shall furnish to Seller an appropriate tax exemption certificate in a form acceptable to the taxing authority.
4. **Payment:**
 - a) Unless otherwise agreed by Seller's Credit Department in writing, payment terms are net thirty (30) days from date of invoice. A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall apply to the portion of Buyer's outstanding balance, which is not paid when due. If Seller takes legal action to obtain payment or otherwise enforce this Contract, Buyer shall be liable for Seller's reasonable attorney fees, plus other costs of such action. Seller may invoice Buyer biweekly for all materials delivered to the project site or to an offsite storage facility and for all work performed on-site and off-site.
 - b) Unless otherwise agreed to by Seller in writing, Buyer will pay a progress payment of up to 25% to Seller within 15 days of commencement of work.
 - c) If Buyer pays by credit card, Buyer shall be liable to Seller for handling fee.
5. **Delivery, Risk of Loss, Shipment and Storage:**
 - a) Delivery and performance dates specified herein or otherwise communicated to Buyer are approximate only and are based on conditions at the time Seller accepts Buyer's purchase order.
 - b) Delivery shall be complete upon transfer of possession to common carrier, FOB origin, as the case may be, whereupon all risk of loss, damage or destruction of the goods shall pass to Buyer.
 - c) Buyer will provide Seller a secure on-site storage area for tools and materials unless otherwise agreed upon in writing.
6. **Permits:** Seller shall obtain all licenses and permits when required to perform the agreed upon work. Unless otherwise agreed upon in writing, Buyer will pay for all costs incurred by Seller to obtain the required licenses and permits.
7. **Changes and Cancellation:** Orders accepted by Seller are not subject to change or cancellation by Buyer after manufacturing or installation work is in progress, except with Seller's prior written consent and upon payment of an appropriate charge to cover the costs and losses incurred by Seller. Unless otherwise agreed in writing, such charge shall not be less than fifty percent (50%) of the price of the goods and services subject to the change or cancellation.
8. **Warranty:**
 - a) Seller warrants for a period of one (1) year that the installation of all products by Seller ("Warranty Period") will be free from material defects in workmanship under normal use and service. Buyer shall notify Seller in writing during the Warranty Period for any warranty claims. Claims received after the Warranty Period shall be deemed waived and released. For valid warranty claims, Seller shall at its option either: (i) re-perform the defective work or (ii) refund to Buyer that portion of the price related to the defective work. The foregoing constitutes Buyer's exclusive remedy for warranty claims and defective workmanship.
 - b) No warranty extended by Seller shall apply to:
 - i. any goods which have been modified or altered by persons other than Seller;
 - ii. any goods subjected to any misuse, neglect, improper installation or accidental damage; or
 - iii. any goods manufactured or installed by a third party.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OF SELLER OR ITS AFFILIATES, WITH RESPECT TO ANY GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS CONTRACT, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR PURPOSE, OR NON-INFRINGEMENT.
9. **Limitation of Liability:** Seller's liability shall be limited to the warranty provided in section 8 hereof. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), INDEMNITY OR ANY OTHER THEORIES OF LAW, FOR LOSS OF USE, REVENUE, OR PROFIT, OR FOR THE COST OF CAPITAL OR OF SUBSTITUTE USER OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. SELLER'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE.
10. **Force Majeure:** Seller shall not be liable for any damages as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, any act of God, act of Buyer, governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay the time for Seller's performance shall be extended a period of time equal to the period of delay.
11. **General:**
 - a) Any drawings, data, designs, software programs or other technical information, including pricing and the terms of this Contract, supplied by Seller to Buyer in connection with this Contract shall remain Seller's property and be held in confidence by Buyer. Such information shall not be reproduced or disclosed to any third party without Seller's prior written consent.
 - b) THIS CONTRACT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER, AND SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF WISCONSIN (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).
 - c) Waiver by Seller of any breach of any provision contained herein shall not constitute or be deemed to be a waiver of any other breach or of such provision. No amendment to or modification or alteration of the Contract shall be effective against Seller without Seller's specific written agreement thereto.
 - d) Buyer shall not assign this Contract, any interest in this Contract or rights under this Contract without Seller's prior written consent.
 - e) Disputes arising out of this Contract, not otherwise settled by mutual agreement between the parties, shall be settled by binding arbitration in Milwaukee, Wisconsin, U.S.A. pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect.
 - f) If any provision of this Contract is held illegal, invalid or unenforceable, that provision will be automatically revised to the minimum extent necessary to be valid and enforceable.

Taylor, Tracy L

From: DocuSign NA3 System <dse_NA3@docusign.net> on behalf of DocuSign via DocuSign <dse_NA3@docusign.net>
Sent: Saturday, December 16, 2023 9:36 AM
To: Taylor, Tracy L
Subject: Completed: Work Change Directive #15 for Contract 22-12
Attachments: 22-12 WCD #15_12-7-23.pdf

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A dark grey rectangular notification box with a white border. At the top center is a white circular icon containing a document with a checkmark. Below the icon, the text "Your document has been completed." is centered. At the bottom center is a white rectangular button with the text "VIEW COMPLETED DOCUMENT" in all caps.

Your document has been completed.

[VIEW COMPLETED DOCUMENT](#)

All signers completed Work Change Directive #15 for Contract 22-12

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RECEIVED



FEB 28 2024

10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*
New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION
WCD Number: 16
Date: February 28, 2024

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

Contract increase for the addition of a jib crane arm and water fill connection in the Wash Bay.

- 1. B&H – Furnish and Install Steel Material and Jib Arm \$8,610.00
- 2. Edgewater – Plumbing Connections / Requirements \$3,030.00

Subtotal: \$11,640.00
Mark Up: \$291.00
Bond: \$178.97

Total: \$12,109.97

Attachments:

- 1. Kueny Architects – Proposal Request #09 – Jib Crane – 2023.11.01
- 2. Contractor cost proposal (CR #16).



10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

REQUEST FOR PROPOSAL

PROJECT: *(name and address)*
 Oshkosh Parks Facility
 805 Witzel Avenue
 Oshkosh, WI 53902

CONTRACT INFORMATION
 Contract for: General Construction
 Date: April 13, 2022
 Contract Number: 22-12

RFP INFORMATION
 PR Number: 09
 Date: November 01, 2023

OWNER: *(name and address)*
 City of Oshkosh
 215 Church Avenue
 Oshkosh, WI

ARCHITECT: *(name and address)*
 Kueny Architects, LLC
 10505 Corporate Drive, Suite 100
 Pleasant Prairie, WI 53158

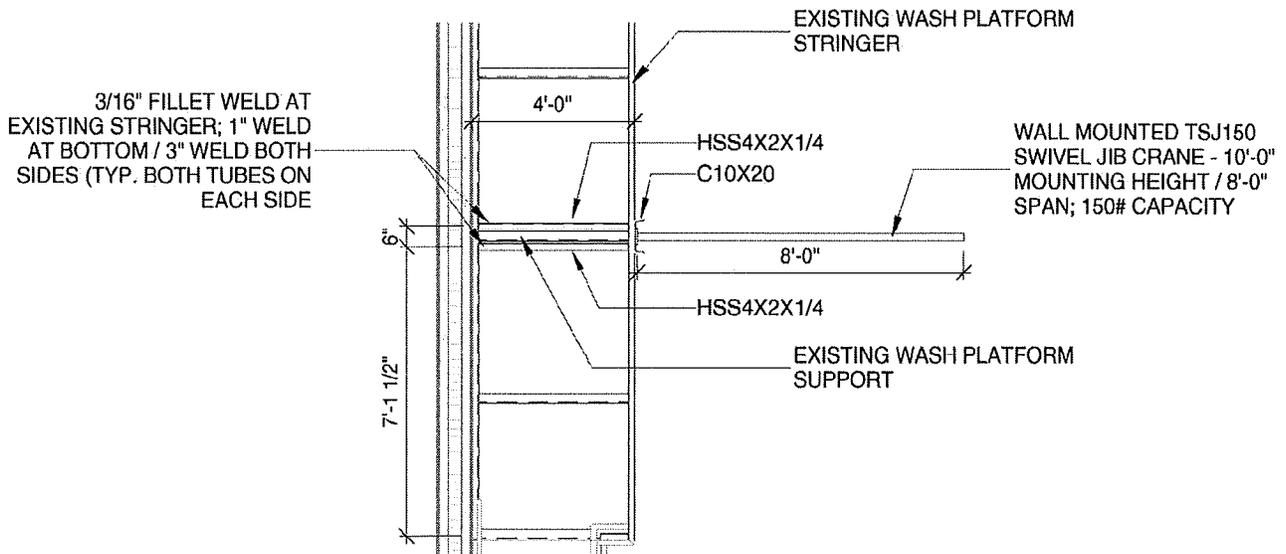
CONTRACTOR: *(name and address)*
 SMA Construction Services, LLC
 201 W Walnut Street, Suite 301
 Green Bay, WI 54303

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for the proposed modifications to the Contract Documents described below. The Contractor shall submit a proposal within (14) days or notify the Architect in writing of the anticipated date of submission.

DESCRIPTION OF PROPOSED MODIFICATIONS:

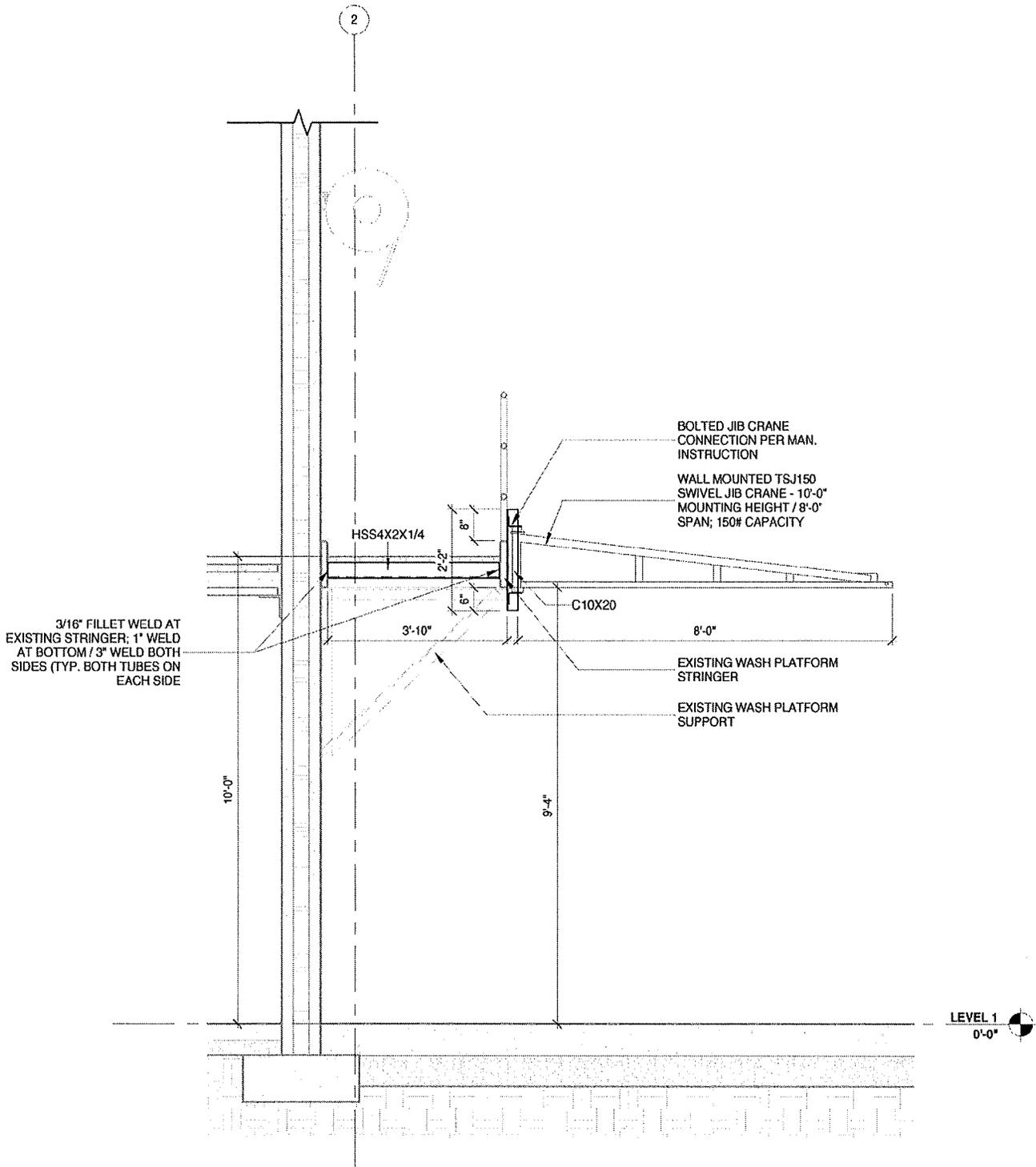
Please provide a price proposal to change the following items:

1. Furnish and Install the proposed Jib Crane unit as specified on the drawings below and manual attached.
 Model#: Wall Mounted TSJ150-WM-150-8.
2. Furnish and Install the required steel as needed for the Jib Crane mounting. Please see attached detail images below. Follow all manufacturer instruction for jib crane bolted connection.



PROPOSED PLAN - NEW WALL MOUNT JIB CRANE





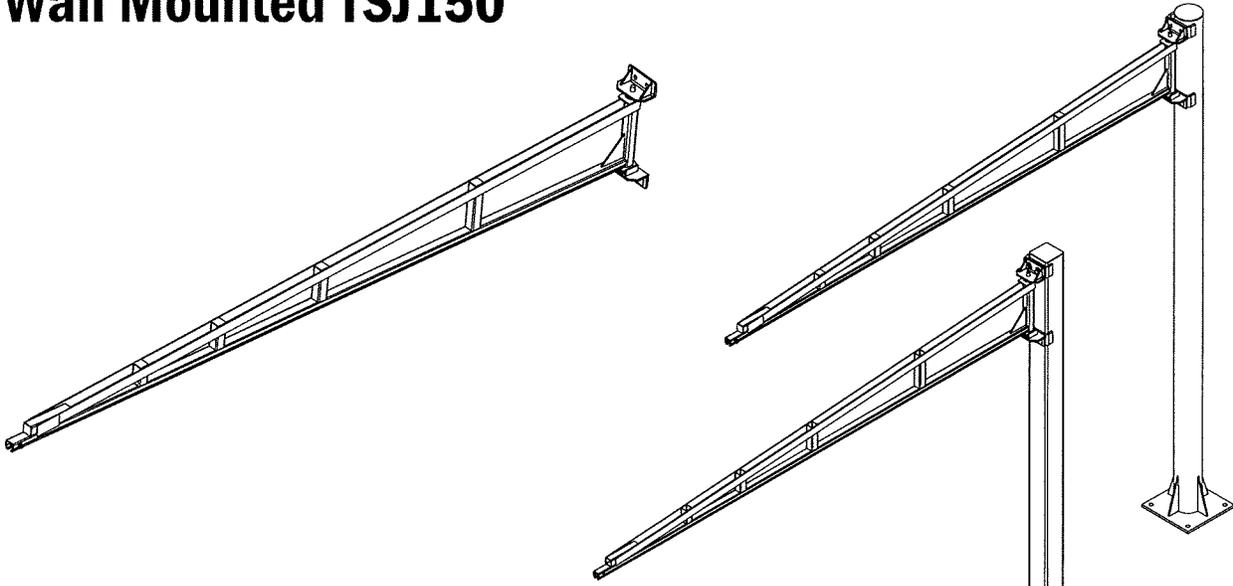
PROPOSED SECTION- NEW WALL MOUNT JIB CRANE



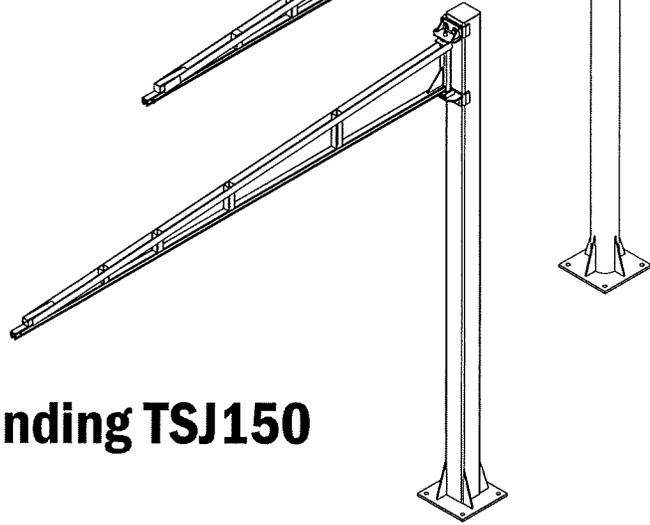


Installation, Operation, & Maintenance Manual

Wall Mounted TSJ150



Free Standing TSJ150



**IMPORTANT!
DO NOT DESTROY**

TSJ150 Tool Solutions Jib

Gorbel® Customer Order No. / Serial No. _____

Gorbel® Dealer _____

Issued: 06/2012
Revised: 08/2018

Date _____
Month Year

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Crane Operator Instructions.....	11
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Questions? Concerns? Comments? Please call (800) 821-0086 (US and Canada) or (585) 924-6262 (outside US).

Visit us at www.gorbel.com.

INTRODUCTION

Thank you for choosing a Gorbel® Tool Solutions Jib to solve your material handling needs. The innovative design and heavy duty construction of a Gorbel® Tool Solutions Jib will provide a superior quality product that will offer years of long term value. A Gorbel® Tool Solutions Jib will provide many years of dependable service by following the installation and maintenance procedures described herein.

Dimensions contained in this installation manual are for reference only and may differ for your particular application. Please refer to the enclosed General Arrangement Drawing for actual dimensions.

Normal safety precautions: These include, but are not limited to:

- Checking for obstructions in jib rotation
- Checking that all bolts are tight and have lock washers
- Making sure that festooning cannot be snagged or pinched

For additional safety precautions see page 11.

WARNING

Only qualified personnel familiar with standard fabrication practices should be employed to assemble these cranes because of the necessity of properly interpreting these instructions. Gorbel is not responsible for the quality of workmanship employed in the installation of a crane according to these instructions. Contact Gorbel, Inc., at 600 Fishers Run, P.O. Box 593, Fishers, New York 14453-0593, 1-800-821-0086, for additional information if necessary.

WARNING

Equipment described herein is not designed for, and should not be used for lifting, supporting or transporting humans. Failure to comply with any one of the limitations noted herein can result in serious bodily injury and/or property damage. Check Federal, State and Local regulations for any additional requirements.

WARNING

Consult a qualified structural engineer to determine if your support structure is adequate to support the loads generated by thrust and pull (wall/column mounted), or anchor bolt force, overturning moment, or axial load (free standing) of your crane.

WARNING

Crane cannot be utilized as a ground: A separate ground wire is required. For example, systems with 3 phase power require 3 conductors plus one ground wire.

WARNING

Reference American Institute of Steel Construction (AISC) Manual of Steel Construction, Specifications and Codes, Specification for Structural Joints using ASTM A325 or A490 Bolts for proper procedures to follow when using any torque tightening method.

WARNING

Do not field modify crane in any way. Any modifications without the written consent of Gorbel, Inc., will void warranty.

INSTALLATION

STEP 1 - PRE-ASSEMBLY

- 1.1 Packing list can be found in plastic pocket inside hardware box: General Arrangement Drawing can be found inserted in this installation manual.
- 1.2 Read entire manual **before** installing the Tool Solutions Jib.
- 1.3 Check packing list to ensure no parts have been lost prior to initiating assembly of jib.
- 1.4 Tools and materials (by others) typically needed to assemble jib:
 - Torque wrench
 - Ladders/man lifts
 - Hand tools
 - Heavy duty drill
 - 3/16" Allen wrench
 - Steel shims
 - Lifting device to lift heavy masts and booms
 - Leveling tools (plumb bob, level)
 - TSJ-FS anchor bolts (by others, Grade 5 or better), refer to page 4 for specifications
 - TSJ-WM mounting bolts (by others, Ø 5/8" Grade 5 or better)
 - Grout (Non-Shrink Precision Grout)

WARNING

Consult a qualified structural engineer to determine that your support structure is adequate to support the loads generated by thrust and pull (wall mounted) or anchor bolt force, overturning moment, or axial load (free standing) of your Tool Solutions Jib.

- 1.5 Identify crane type:
Wall/Column Mounted Tool Solutions Jib (diagram 1A): Refer to *chart 1A* to determine thrust and pull, then proceed to **Step 3a**, page 6.

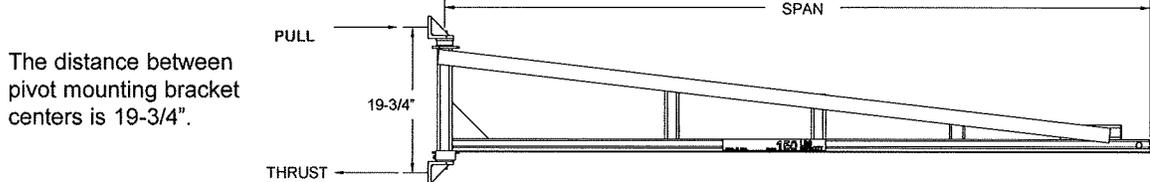


Diagram 1A. Wall/Column Mounted Tool Solutions Jib.

Chart 1A. Chart for determining thrust and pull of Wall Mounted Tool Solutions Jib.

Note: Loads are based on a 15% hoist weight allowance and a 25% impact factor allowance.

Live Load (lbs.)	Span (ft.)	Model Number	Thrust & Pull/2 Bolts (lbs)
50#	4	TSJ150-WM-50-4	174
	6	TSJ150-WM-50-6	290
	8	TSJ150-WM-50-8	419
	10	TSJ150-WM-50-10	560
	12	TSJ150-WM-50-12	714
75#	4	TSJ150-WM-75-4	249
	6	TSJ150-WM-75-6	407
	8	TSJ150-WM-75-8	579
	10	TSJ150-WM-75-10	762
	12	TSJ150-WM-75-12	959
100#	4	TSJ150-WM-100-4	323
	6	TSJ150-WM-100-6	525
	8	TSJ150-WM-100-8	738
	10	TSJ150-WM-100-10	965
	12	TSJ150-WM-100-12	1,204
150#	4	TSJ150-WM-150-4	472
	6	TSJ150-WM-150-6	759
	8	TSJ150-WM-150-8	1,058
	10	TSJ150-WM-150-10	1,370
	12	TSJ150-WM-150-12	1,693

STEP 1 - PRE-ASSEMBLY (CONTINUED)

Free Standing Tool Solutions Jib (diagram 1B)

Refer to **chart 1B** to determine anchor bolt load. Refer to **diagram 2B** on page 4 to determine footer width and depth, then proceed to **Step 2**.

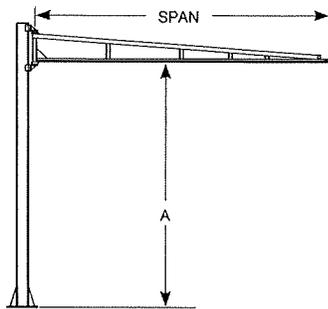


Diagram 1B. Free Standing Tool Solutions Jib.

Capacity	A	Span	Model Number	Anchor Bolt Load
50#	8'	4'	TSJ150-FS-50-8-4	94#
		6'	TSJ150-FS-50-8-6	196#
		8'	TSJ150-FS-50-8-8	319#
		10'	TSJ150-FS-50-8-10	464#
		12'	TSJ150-FS-50-8-12	578#
	10'	4'	TSJ150-FS-50-10-4	85#
		6'	TSJ150-FS-50-10-6	186#
		8'	TSJ150-FS-50-10-8	310#
		10'	TSJ150-FS-50-10-10	454#
		12'	TSJ150-FS-50-10-12	568#
75#	8'	4'	TSJ150-FS-75-8-4	163#
		6'	TSJ150-FS-75-8-6	302#
		8'	TSJ150-FS-75-8-8	463#
		10'	TSJ150-FS-75-8-10	645#
		12'	TSJ150-FS-75-8-12	797#
	10'	4'	TSJ150-FS-75-10-4	153#
		6'	TSJ150-FS-75-10-6	293#
		8'	TSJ150-FS-75-10-8	454#
		10'	TSJ150-FS-75-10-10	636#
		12'	TSJ150-FS-75-10-12	787#
100#	8'	4'	TSJ150-FS-100-8-4	232#
		6'	TSJ150-FS-100-8-6	408#
		8'	TSJ150-FS-100-8-8	607#
		10'	TSJ150-FS-100-8-10	826#
		12'	TSJ150-FS-100-8-12	1,015#
	10'	4'	TSJ150-FS-100-10-4	222#
		6'	TSJ150-FS-100-10-6	399#
		8'	TSJ150-FS-100-10-8	598#
		10'	TSJ150-FS-100-10-10	817#
		12'	TSJ150-FS-100-10-12	1,006#
150#	8'	4'	TSJ150-FS-150-8-4	369#
		6'	TSJ150-FS-150-8-6	621#
		8'	TSJ150-FS-150-8-8	894#
		10'	TSJ150-FS-150-8-10	1,189#
		12'	TSJ150-FS-150-8-12	1,453#
	10'	4'	TSJ150-FS-150-10-4	360#
		6'	TSJ150-FS-150-10-6	611#
		8'	TSJ150-FS-150-10-8	885#
		10'	TSJ150-FS-150-10-10	1,179#
		12'	TSJ150-FS-150-10-12	1,443#

Chart 1B. Chart for determining anchor bolt load of Free Standing Tool Solutions Jib.

Note: Loads are based on a 15% hoist weight allowance and a 25% impact factor allowance.

WARNING

Consult a qualified structural engineer if you deviate from the recommended dimensions provided in this manual. Gorbels, Inc. is not responsible for any deviation from these foundation recommendations.

STEP 2 - FREE STANDING TOOL SOLUTIONS JIB MAST INSTALLATION

STOP!

Do not proceed if your support structure does not meet the loading requirements determined in **Step 1.5**.

2.1 INSTALLING ANCHOR BOLTS

A) Site Requirements:

- A minimum 6" thick reinforced concrete floor is required (see *diagram 2B*).
- Foundation requirements are based on soil pressure of 2500# per square foot. Concrete pressure recommended for jib crane foundation is 3000# per square inch of compressive force, with no cracks or seams in a 48" square area around center of mast.
- Chemical (epoxy) anchor bolts are recommended because of their ability to withstand the vibrating loads caused by the rapid raising or lowering of the load.
- Anchor bolts (by others) for base plates must:
 - be 3/4" in diameter.
 - be embedded at least 4" into floor, not to exceed 3/4 of floor depth (see *diagram 2A*).
 - have **minimum** of two threads above nut after installation

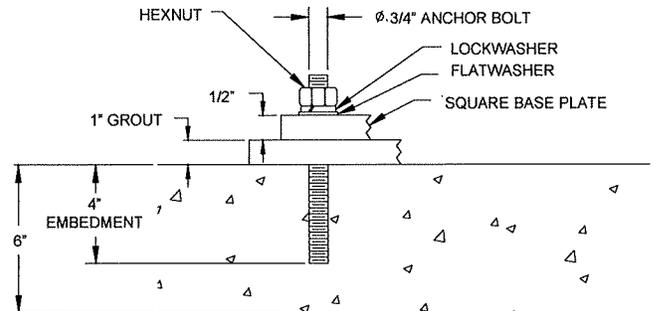


Diagram 2A. Typical square base plate anchor bolt embedment.

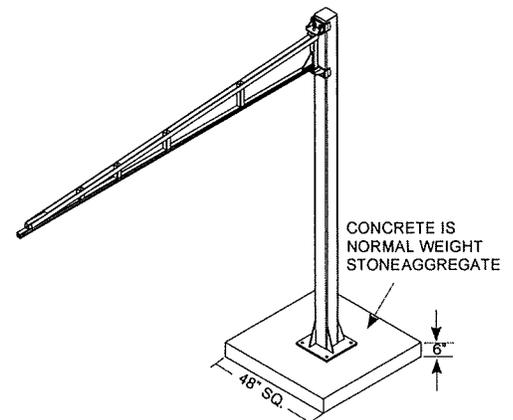


Diagram 2B. Foundation Requirements.

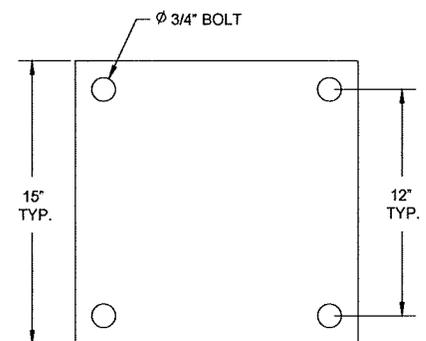


Diagram 2C. Square base plate pattern.

- B) Drill holes in concrete floor using pre-drilled holes in base plate or *diagram 2C* as a guide (use drill bit size recommended by anchor bolt manufacturer).
- C) Install anchor bolts (Grade 5 or better) and hardware (by others) according to manufacturer's installation directions and requirements.

STEP 2 - FREE STANDING TOOL SOLUTIONS JIB MAST INSTALLATION (CONT.)

2.2 INSTALLING AND PLUMBING MAST

- A) Mast must be plumb to prevent boom from drifting.
- B) Cover entire base plate area with one inch of non-shrink precision grout.
- C) Set mast into place and make sure that the base plate is completely seated in the grout.
- D) Plumb mast using level on two faces (*shown at right*).
- E) Once mast is plumb **and grout has cured**, fully tighten anchor bolt hardware.

Note: If Gorbel is the supplier of the anchor bolts, tighten to full compression of the lock washer.

- F) Verify mast is still plumb.

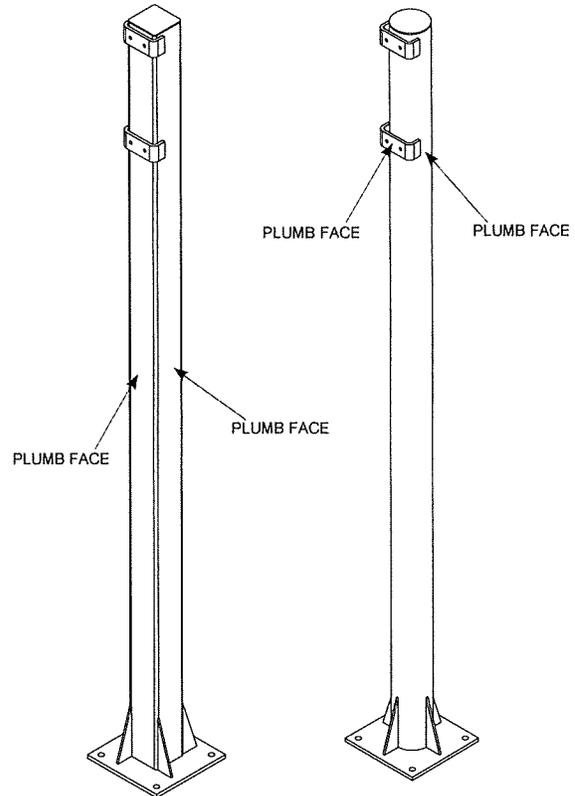


Diagram 2D. Plumbing mast.

TORQUE CHART	
Bolt Diameter	Torque
1/2"	50 ft.-lb.
5/8"	95 ft.-lb.
3/4"	150 ft.-lb.

Chart 2A. Torque chart.

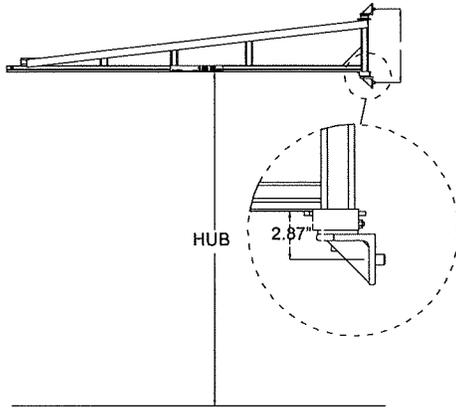
STEP 3a - TOOL SOLUTIONS JIB BOOM INSTALLATION (WALL/COLUMN MOUNTED)

STOP!

Do not proceed if your support structure does not meet the loading requirements determined in **Step 1.5**.

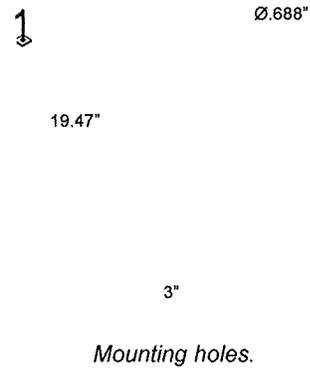
Step 3a pertains to the wall or column mounted jib only. For freestanding jibs, proceed to Step 3b.

- 3a.1** Determine position of **upper** and **lower** pivot mounting assemblies on support structure.

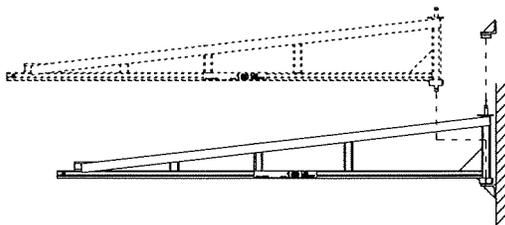


Jib positioning.

- 3a.2** Drill bolt holes and bolt **lower** pivot mounting assembly to support structure.

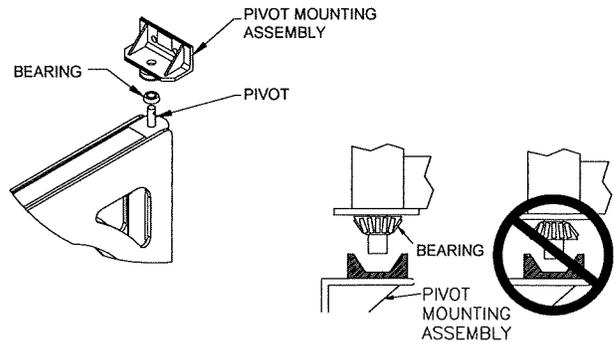


- 3a.3** Lift boom weldment up and insert lower pivot pin into lower pivot mounting assembly.



Installing boom weldment.

- 3a.4** Place upper pivot mounting assembly on upper pivot pin of boom weldment and slide it all the way down. Bolt upper pivot mounting assembly to support structure.



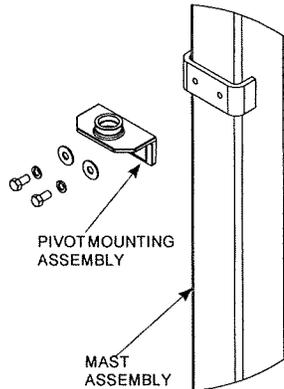
Installing upper pivot mounting assembly.

- 3a.5** Check that pivot pins of crane are plumb.
- 3a.6** Once pins are plumb and shimmed, tighten all mounting bolts to manufacturer's specification.
- 3a.7** Proceed to **Step 3.7** on page 8.

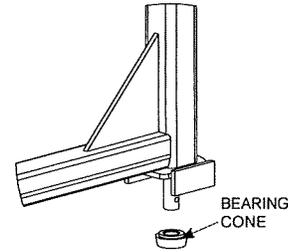
STEP 3b - TOOL SOLUTIONS JIB BOOM INSTALLATION (FREE STANDING)

Step 3b pertains to the freestanding jib only. For wall or column mounted jibs, go back to Step 3a.

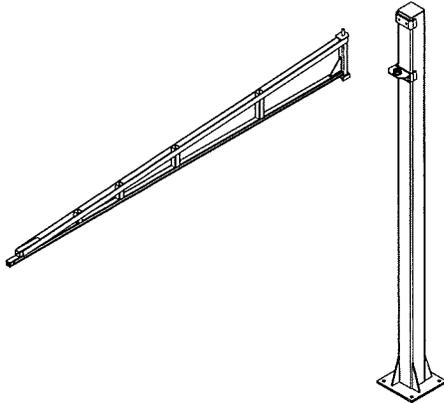
3b.1 Bolt lower pivot mounting assembly to mast weldment.



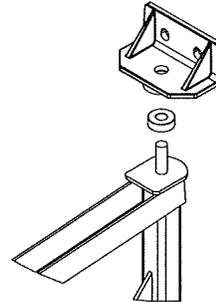
3b.2 Place and orient pivot bearing on boom lower pivot pin.



3b.3 Lift boom weldment up and insert lower pivot pin into lower pivot mounting assembly.



3b.4 Place upper pivot mounting assembly on upper pivot pin of boom weldment. Bolt upper pivot mounting assembly to mast weldment.



3b.5 Check that pivot pins of crane are plumb.

3b.6 Once pins are plumb and shimmed, tighten all mounting bolts to manufacturer's specification.

3b.7 Proceed to **Step 3.7** on page 8.

STEP 3 - TOOL SOLUTIONS JIB BOOM INSTALLATION (CONT.)

- 3.7 Carefully swing boom through entire travel to ensure boom is clear of obstructions and does not drift.
- 3.8 Attach two brake pads to the lower pivot mounting assembly using two 1/4" socket head cap screws, lock washers, and lock nuts (*diagram 3A*).
- 3.9 Adjust brake by tightening two lock nuts to achieve desired rotational resistance of the primary arm. Do not exceed maximum torque of 25 in.-lb. on hardware. If exceeded, brake pad damage will occur.
- 3.10 Adjust as often as required.

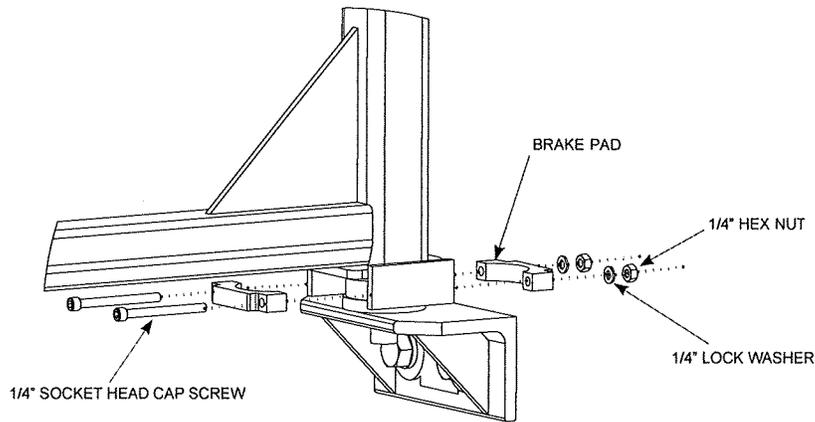


Diagram 3A. *Installing friction brakes on wall mounted jib.*

STEP 4 - PORTABLE BASE (OPTIONAL) INSTALLATION

- 4.1 Verify the portable base is the correct size for the span and capacity Tool Solutions Jib. Measure the base square width and thickness and refer to **chart 4A**, page 10, for allowable capacities and corresponding spans. **NEVER use the optional portable base for a Tool Solutions Jib with a higher capacity and corresponding span.** Derated capacity labels are available from Gorbel.

WARNING

NEVER place base on an uneven surface.

WARNING

ALWAYS remove load and secure boom prior to moving base.

WARNING

When moving, NEVER elevate portable base more than a few inches above the floor or ground surface.

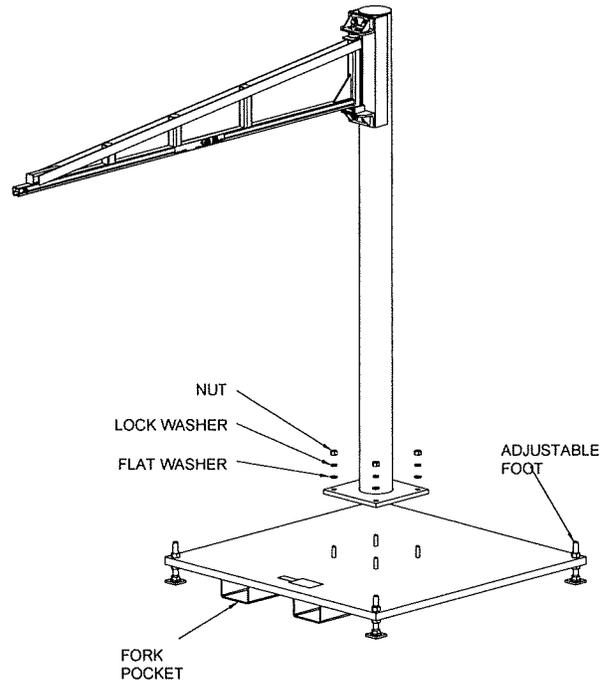


Diagram 4A. Installing portable base

WARNING

NEVER lift loads greater than specified for the base/jib combination (**chart 4A**, page 10).

- 4.2 Place portable base on an even surface capable of supporting the combined weight of the base, jib, and load.
- 4.3 Level base using adjustment feet by loosening top nut and raising or lowering bottom nut. Repeat this for each foot until base is level. The base **MUST BE** supported by all four adjustable feet and **NOT** by the fork pockets. Tighten jam top nut.
- 4.4 Secure boom (or assemble mast to base prior to boom assembly).

STEP 4 - PORTABLE BASE (OPTIONAL) INSTALLATION (CONTINUED)

- 4.5 Lower mast onto protruding bolts of base.
- 4.6 Assemble flat washers, lock washers and nuts as shown. Tighten to 175 ft-lbs. Check for boom drift and adjust feet as required.
- 4.7 When moving base and jib, make sure pallet jack or fork truck has sufficient capacity to lift load.
- 4.8 Always use fork pockets in base to squarely position forks of pallet jack or fork truck.
- 4.9 Do not tilt base while lifting and moving.

SPAN	CAPACITY	50#	75#	100#	150#
4'	Model Number	PB-48-10	PB-48-10	PB-48-10	PB-48-12
	Square Length	48"	48"	48"	48"
	Thickness	1"	1"	1"	1.25"
	Shipping Weight	696#	696#	696#	858#
6'	Model Number	PB-48-10	PB-48-10	PB-48-12	PB-48-12
	Square Length	48"	48"	48"	48"
	Thickness	1"	1"	1.25"	1.25"
	Shipping Weight	696#	696#	858#	858#
8'	Model Number	PB-48-10	PB-48-10	PB-48-12	PB-54-12
	Square Length	48"	48"	48"	54"
	Thickness	1"	1"	1.25"	1.25"
	Shipping Weight	696#	696#	858#	1098#
10'	Model Number	PB-48-10	PB-48-12	PB-54-12	PB-60-12
	Square Length	48"	48"	54"	60"
	Thickness	1"	1.25"	1.25"	1.25"
	Shipping Weight	696#	858#	1098#	1363#
12'	Model Number	PB-48-12	PB-54-12	PB-60-12	PB-60-15
	Square Length	48"	54"	60"	60"
	Thickness	1.25"	1.25"	1.25"	1.5"
	Shipping Weight	858#	1098#	1363#	1617#

Chart 4A. Portable base and jib compatibility.

STEP 5 - FINAL STEPS

- 5.1 Do not throw away this manual: maintenance schedule is on back cover.
- 5.2 Check to make sure all bolts are tight and lock washers are compressed.
- 5.3 If necessary, touch up crane with paint provided.
- 5.4 Keep Packing List, Installation Manual, General Arrangement Drawing, and any other inserts filed together in a safe place.

CRANE OPERATOR INSTRUCTIONS

Overhead cranes and jib cranes generally handle materials over working areas where there are personnel. Therefore, it is important for the crane operator to be instructed in the use of the crane and to understand the severe consequences of careless operation. It is not intended that these suggestions take precedence over existing plant safety rules and regulations or OSHA regulations. However, a thorough study of the following information should provide a better understanding of safe operation and afford a greater margin of safety for people and machinery on the plant floor. It must be recognized that these are suggestions for the crane operator's use. It is the responsibility of the owner to make personnel aware of all federal, state and local rules and codes, and to make certain operators are properly trained.

Qualifications

Crane operation, to be safe and efficient, requires skill: the exercise of extreme care and good judgment, alertness and concentration, and rigid adherence to proven safety rules and practices as outlined in applicable and current ANSI and OSHA safety standards. In general practice, no person should be permitted to operate a crane:

- Who cannot speak the appropriate language or read and understand the printed instructions.
- Who is not of legal age to operate this type of equipment.
- Whose hearing or eyesight is impaired (unless suitably corrected with good depth perception).
- Who may be suffering from heart or other ailments which might interfere with the operator's safe performance.
- Unless the operator has carefully read and studied this operation manual.
- Unless the operator has been properly instructed.
- Unless the operator has demonstrated his instructions through practical operation.
- Unless the operator is familiar with hitching equipment and safe hitching equipment practices.

Inspection

Test the crane movement and any attachments on the crane at the beginning of each shift. Whenever the operator finds anything wrong or apparently wrong, the problem should be reported immediately to the proper supervisor and appropriate corrective action taken.

Operating Suggestions

One measure of a good crane operator is the smoothness of the crane operation. The good crane operator should know and follow these proven suggestions for safe, efficient crane handling.

1. In case of emergency or during inspection, repairing, cleaning or lubrication, a warning sign or signal should be displayed and the main switch should be locked in the "off" position. This should be done whether the work is being done by the crane operator or by others.
2. Contact with rotation stops or trolley end stops shall be made with extreme caution. The operator should do so with particular care for the safety of persons below the crane, and only after making certain that any persons on the other cranes are aware of what is being done.
3. ANY SAFETY FEATURES AND MECHANISMS BUILT-IN OR OTHERWISE PROVIDED WITH THE CRANE BY GORBEL ARE REQUIRED FOR THE SAFE OPERATION OF THE CRANE. DO NOT, UNDER ANY CIRCUMSTANCES, REMOVE OR OTHERWISE IMPAIR OR DISABLE THE PROPER FUNCTIONING OF ANY CRANE SAFETY MECHANISMS OR FEATURES BUILT-IN OR OTHERWISE PROVIDED BY GORBEL FOR SAFE OPERATION OF THE CRANE. ANY REMOVAL, IMPAIRMENT OR DISABLING OF ANY SUCH SAFETY MECHANISMS OR FEATURES OR OTHER USE OR OPERATION OF THE CRANE WITHOUT THE COMPLETE AND PROPER FUNCTIONING OF ANY SUCH SAFETY MECHANISMS OR FEATURES AUTOMATICALLY AND IMMEDIATELY VOIDS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY KIND OR NATURE.

General

There is no one single factor that is more important for minimizing the possibility of personal injury to the operator and those working in the area, or damage to property, equipment, or material than being familiar with the equipment and using Safe Operating Practices.

Jibs are designed for lifting and transporting of material only. Under no circumstances, either during initial installation or in any other use, should the jib be used for lifting or transporting personnel.

No operator should be permitted to use the equipment that is not familiar with its operation, is not physically or mentally fit, or has not been schooled in safe operating practices. The misuse of jibs can lead to certain hazards which cannot be protected against by mechanical means; hazards which can only be avoided by the exercise of intelligence, care, and common sense.

Safe Operating Practices also involve a program of periodic inspection and preventative maintenance (covered in a separate section). Part of the operator's training should be an awareness of potential malfunctions/hazards requiring adjustments or repairs, and bringing these to the attention of supervision for corrective action.

Supervision and management also have an important role to play in any safety program by ensuring that a maintenance schedule is adhered to, and that the equipment provided for the operators is suitable for the job intended without violation of one or more of the rules covering safe operating practices and good common sense.

The Safe Operating Practices shown are taken in part from the following publications:

- American National Standard Institute (ANSI)
- Safety Standards for Cranes, Derricks, Hoists
- ANSI B30.2 - Overhead and Gantry Cranes
- ANSI B30.16 - Overhead Hoists

LIMITED WARRANTY

It is agreed that the equipment purchased hereunder is subject to the following LIMITED warranty and no other. Gorbel Incorporated ("Gorbel") warrants the manual push-pull Work Station Cranes, Jib Crane, and Gantry Crane products to be free from defects in material or workmanship for a period of ten years or 20,000 hours use from date of shipment. Gorbel warrants the Motorized Work Station Cranes and Jib Crane products to be free from defects in material or workmanship for a period of two years or 4,000 hours use from the date of shipment. Gorbel warrants the G-Force® and Easy Arm™ products to be free from defects in material or workmanship for a period of one year or 2,000 hours use from the date of shipment. This warranty does not cover Gantry Crane wheels. This warranty shall not cover failure or defective operation caused by operation in excess of recommended capacities, misuses, negligence or accident, and alteration or repair not authorized by Gorbel. No system shall be field modified after manufacture without the written authorization of Gorbel, Inc. Any field modification made to the system without the written authorization of Gorbel, Inc. shall void Gorbel's warranty obligation. OTHER THAN AS SET FORTH HEREIN, NO OTHER EXPRESS WARRANTIES, AND NO IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY GORBEL WITH RESPECT TO ITS PRODUCTS AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. GORBEL SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT FORESEEABLE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS AND ALL SUCH INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES ARE HEREBY ALSO SPECIFICALLY DISCLAIMED. Gorbel's obligation and Purchaser's or end user's sole remedy under this warranty is limited to the replacement or repair of Gorbel's products at the factory, or at the discretion of Gorbel, at a location designated by Gorbel. Purchaser or end user shall be solely responsible for all freight and transportation costs incurred in connection with any warranty work provided by Gorbel hereunder. Gorbel will not be liable for any loss, injury or damage to persons or property, nor for damages of any kind resulting from failure or defective operation of any materials or equipment furnished hereunder. Components and accessories not manufactured by Gorbel are not included in this warranty. Purchaser's or end user's remedy for components and accessories not manufactured by Gorbel is limited to and determined by the terms and conditions of the warranty provided by the respective manufacturers of such components and accessories.

A) DISCLAIMER OF IMPLIED WARRANTY OF MERCHANTABILITY

Gorbel and Purchaser agree that the implied warranty of merchantability is excluded from this transaction and shall not apply to the goods involved in this transaction.

B) DISCLAIMER OF IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE

Gorbel and Purchaser agree that the implied warranty of fitness for particular purpose is excluded from this transaction and shall not apply to the goods involved in this transaction.

C) DISCLAIMER OF EXPRESS WARRANTY

Gorbel's agents, or dealer's agents, or distributor's agents may have made oral statements about the machinery and equipment described in this transaction. Such statements do not constitute warranties, and Purchaser agrees not to rely on such statements. Purchaser also agrees that such statements are not part of this transaction.

D) DISCLAIMER OF SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES

Gorbel and Purchaser agree that any claim made by Purchaser which is inconsistent with Gorbel's obligations and the warranty remedies provided with Gorbel's products, and in particular, special, incidental and consequential damages, are expressly excluded.

E) DEALER OR DISTRIBUTOR NOT AN AGENT

Gorbel and Purchaser agree that Purchaser has been put on notice that dealer or distributor is not Gorbel's agent in any respect for any reason. Gorbel and Purchaser also agree that Purchaser has been put on notice that dealer or distributor is not authorized to incur any obligations or to make any representations or warranties on Gorbel's behalf other than those specifically set forth in Gorbel's warranty provided in connection with its product.

F) MERGER

This warranty agreement constitutes a final and complete written expression of all the terms and conditions of this warranty and is a complete and exclusive statement of those terms.

G) PAINTING

Every crane (excluding components) receives a quality paint job before leaving the factory. Unfortunately, no paint will protect against the abuses received during the transportation process via common carrier. We have included at least one (1) twelve ounce spray can for touchup with each crane ordered (unless special paint was specified). If additional paint is required, contact a Gorbel® Customer Service Representative at 1-800-821-0086 or 1-585-924-6262.

Title and Ownership:

Title to the machinery and equipment described in the foregoing proposal shall remain with Gorbel and shall not pass to the Purchaser until the full amount herein agreed to be paid has been fully paid in cash.

Claims and Damages:

Unless expressly stated in writing, goods and equipment shall be at Purchaser's risk on and after Seller's delivery in good shipping order to the Carrier. Gorbel shall in no event be held responsible for materials furnished or work performed by any person other than it or its authorized representative or agent.

Cancellations:

If it becomes necessary for the purchaser to cancel this order wholly or in part, he shall at once so advise Gorbel in writing. Upon receipt of such written notice all work will stop immediately. If the order entails only stock items, a flat restocking charge of 15% of the purchase price will become due and payable by Purchaser to Gorbel. Items purchased specifically for the canceled order shall be charged for in accordance with the cancellation charges of our supplier plus 15% for handling in our factory. The cost of material and/or labor expended in general fabrication for the order shall be charged for on the basis of total costs to Gorbel up to the time of cancellation plus 15%.

Returns:

No equipment, materials or parts may be returned to Gorbel without express permission in writing to do so.

Extra Charge Delay: If Purchaser delays or interrupts progress of Seller's performance, or causes changes to be made, Purchaser agrees to reimburse Gorbel for expense, if any, incident to such delay.

Changes and Alterations:

Gorbel reserves the right to make changes in the details of construction of the equipment, as in its judgment, will be in the interest of the Purchaser; will make any changes in or additions to the equipment which may be agreed upon in writing by the Purchaser; and Gorbel is not obligated to make such changes in products previously sold any customer.

Third Party Action:

Should Gorbel have to resort to third party action to collect any amount due after thirty (30) days from date of invoice, the Purchaser agrees to pay collection costs, reasonable attorney's fees, court costs and legal interest.

OSHA Responsibilities:

Gorbel agrees to fully cooperate with Purchaser in the design, manufacture or procurement of safety features or devices that comply with OSHA regulations. In the event additional equipment or labor shall be furnished by Gorbel, it will be at prices and standard rates then in effect, or as may be mutually agreed upon at the time of the additional installation.

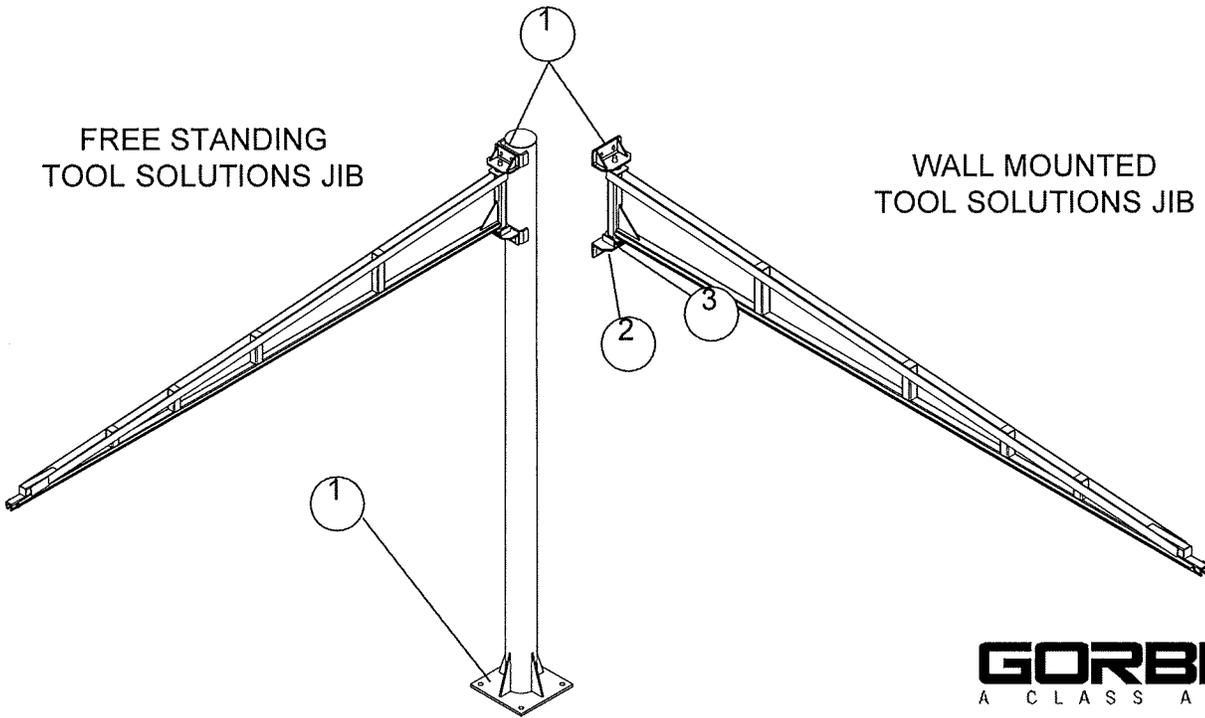
Equal Employment Opportunity:

Gorbel agrees to take affirmative action to ensure equal employment opportunity for all job applicants and employees without regard to race, color, age, religion, sex, national origin, handicap, veteran, or marital status. Gorbel agrees to maintain non-segregated work facilities and comply with rules and regulations of the Secretary of Labor or as otherwise provided by law or Executive Order.

INSPECTION AND MAINTENANCE SCHEDULE

GORBEL® TOOL SOLUTIONS JIB INSPECTION AND MAINTENANCE SCHEDULE			
ITEM	COMPONENT	MAINTENANCE	FREQUENCY*
1	Mounting Bolts and Anchor Bolts	Check that lock washers are compressed and nuts tightened to manufacturer's specifications.	Every 500 hours or 3 months
2	Pivot Pins	Check that cotter pin is properly installed so that boom cannot dislodge.	Every 2000 hours or yearly
3	Boom Rotation	Adjust friction brakes to achieve desired rotational resistance.	Every 1000 hours or 6 months
4	Accessory Items	Conduct a general inspection of all accessory items.	Every 1000 hours or 6 months
5	Gorbel® Crane	Conduct a visual inspection of the crane overall.	Every 1000 hours or 6 months

*Federal, state and local codes may require inspection and maintenance checks more often. Please check the federal, state and local code manuals in your area.



GORBEL
A CLASS ABOVE

600 Fishers Run, P.O. Box 593
Fishers, NY 14453-0593
Phone: (800) 821-0086
Fax: (800) 828-1808
E-Mail: info@gorbel.com
http://www.gorbel.com

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⚠ WARNING

This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

For more information: www.P65Warnings.ca.gov



CHANGE REQUEST

NUMBER: 16

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 1.3.2024

CC: Stephanie Abhold

DESCRIPTION: PR #9 - Jib Crane / Truck Fill Wash Bay

Breakdown:

B&H - Furnish and install Steel Material and Jib Arm	\$8,610.00
Edgewater - Plumbing Connections/Requirements	\$3,030.00

Subtotal:	\$11,640.00
Mark-up:	\$291.00
Bond:	\$178.97

Requesting CONTRACT TIME increase / decrease by NA After Contract Completion

TOTAL: \$12,109.97

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

Kevin Winkler
SMA Construction Services

ACCEPTED BY ARCHITECT

Jon Wallenkamp
Kueny Architects

AUTHORIZED BY OWNER

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler
Date: 1.3.2024

BY: _____
Date: _____

BY: _____
Date: _____

From: [Justin Pupp](#)
To: [Kevin Winkler](#)
Subject: RE: Osh Parks - PR #09 - Jib Crane
Date: Friday, November 10, 2023 2:26:42 PM
Attachments: [image002.png](#)
[rodfis01505-1.pdf](#)

Kevin,

Quote to furnish and install; Attached jib and required galvanized mounting materials per plans provided, \$8,610.00.

Please let me know if there are any questions, or if you need me to formalize this quote.

Thank you

Justin Pupp
B&H
Beson and Houle
Cell: (920)850-3868

Neenah Office:

2418 Industrial Drive STE E
Neenah, WI 54956

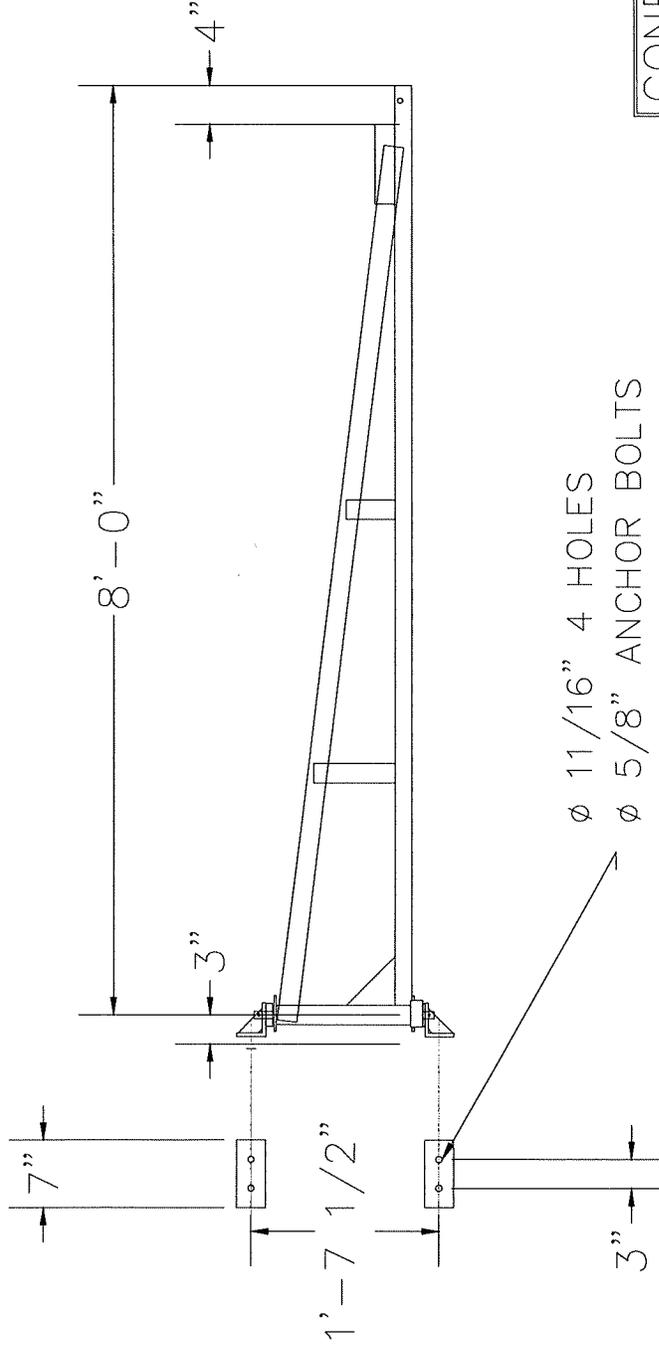
Northern Office:

W10716 Konow Rd.
Rosendale, WI 54974

From: Kevin Winkler <kevin@smaconstructionservices.com>
Sent: Thursday, November 2, 2023 9:31 AM
To: jeremiah@edgewaterplumbingllc.com; Justin Pupp <jpupp@beson-houle.com>
Cc: Demetrios Mitsis <dmitsis@smaconstructionservices.com>
Subject: FW: Osh Parks - PR #09 - Jib Crane

Caution! This message was sent from outside your organization.

Jeremiah / Justin – please find the attached Proposal Request for a boom arm to be added to the existing wash bay platform at Oshkosh Parks. The intent shown here is to furnish and install w/ final hook ups the jib crane/boom arm that they have included in the attached. Please review and include all costs associated with the work.



CONFIDENTIAL

CREATED BY: WSCOLIFT INC

GORBEL

600 FISHERS RUN
P.O. BOX 593
FISHERS, NY 14453-0593

TSJ150-WM-150-8

CAPACITY: 150 LBS

SPAN: 8 FT

QUANTITY: 1

SHIPPING WT.: 149 LBS

THRUST & PULL: 1058 LBS

DRAWN: GORBEL DATE: 11/10/2023

C.O.#: rodfis01505 P/N: rodfis01505.0A

150 LB CAPACITY

- FOUNDATIONLESS NOTES:
- CENTERED ON A SQUARE AREA THAT IS FREE FROM CRACKS, SEAMS, AND WALLS.
 - REINFORCED CONCRETE WITH PRESSURE OF 3000 PSI AND SOIL PRESSURE OF 2500 PSF.
 - CHEMICAL ANCHOR BOLTS TO WITHSTAND A MINIMUM OF 0 LBS. OF PULL OUT FORCE.
 - CONCRETE MUST CONTAIN WIRE MESH REINFORCEMENT.



CHANGE ORDER

4320 Industrial Court, Sheboygan, WI 53083

PH: (920) 452-7586

FAX: (920) 452-9880

TO: SMA Construction
 201 W. Walnut Street
 Suite 301
 Green Bay, WI 54303

THIS CHANGE ORDER NO. 3
 DATE OF CHANGE ORDER 12/6/2023
 PROJECT NAME New Parks Facility
 CONTRACT NO. 22010.15400

UNDER OUR CONTRACT AGREEMENT DATED

April 21, 2022

You are hereby authorized to make the following change(s) in accordance with the terms and conditions of our Contract Agreement, identified above:

Water Fill Arm

1. Attach 2" copper water piping to job crane that are (supplied by others) and connect to 2" water supply from the RPZ.
 2. Includes the 2" swivel joint where it need to connect at the pivot point.
- \$3,030.00

RECEIVED

FEB 28 2024



10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*
New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION
WCD Number: 17
Date: February 28, 2024

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

Contract decrease for the earthwork unit pricing allowance for unknown soil conditions not used.

1. Unit Price 1A – 750 CY Solid Excavated (\$12,000.00)
2. Unit Price 1B – 750 CY Compacted Backfill (\$16,500.00)

Subtotal: (\$28,500.00)
Mark Up: \$0.00
Bond: \$0.00

Total: (\$28,500.00)

Attachments:

1. 00 41 00 – BID FORM – Addendum #4
2. Contractor cost proposal (CR #17).

Proposed Change in Contract Price and Contract Time

Contract Price: \$28,500.00 (decrease)

Contract Time: No change

Basis of Estimated Change in Contract Price

- Lump Sum
- Unit Price
- Cost of the Work
- Other

RECOMMENDED:

Kueny Architects
 Architect
 DocuSigned by:
 Jon Wallenkamp
 By (Signature)

Jon Wallenkamp
 Printed Name

February 28, 2024
 Date

AUTHORIZED BY:

City of Oshkosh
 Owner
 DocuSigned by:
 Ray Maurer
 By (Signature)

Ray Maurer
 Printed Name

3/26/2024
 Date

RECEIVED:

SMA Construction
 Contractor
 DocuSigned by:
 Kevin Winkler
 By (Signature)

Kevin Winkler
 Printed Name

3/26/2024
 Date



City of Oshkosh - New Parks Facility #22-12

BID FORM



Contractor: _____ Division of Work: _____

To: The City of Oshkosh

For: New Parks Facility

Dated:

A. The undersigned, having familiarized themselves with the local conditions affecting the cost of the Work, and with the Bidding Documents including Invitation for Bids, Instructions to Bidders, Bid Form, Bid Bond, Agreement, Performance Bond, Labor and Material Payment Bond, Certificate of Insurance, Plans and Specifications, including all Addenda thereto; as prepared by Kueny Architects, LLC, and on file at the office of the Architect; hereby proposes to perform everything required to be performed and to provide and furnish all labor, materials, necessary tools, expendable equipment and all utilities and transportation services necessary to complete in a workmanlike manner all Work listed below, as follows:

1. GENERAL CONSTRUCTION

a. Base Bid

All labor, materials, services and equipment necessary for completion of the Work required for the New Parks Facility, the Sum of

_____ Dollars (\$ _____)

b. Alternate No. 1

ADD to the Base Bid amount all labor, materials, services, and equipment necessary for **Bin Storage** for the New Parks Facility, the Sum of

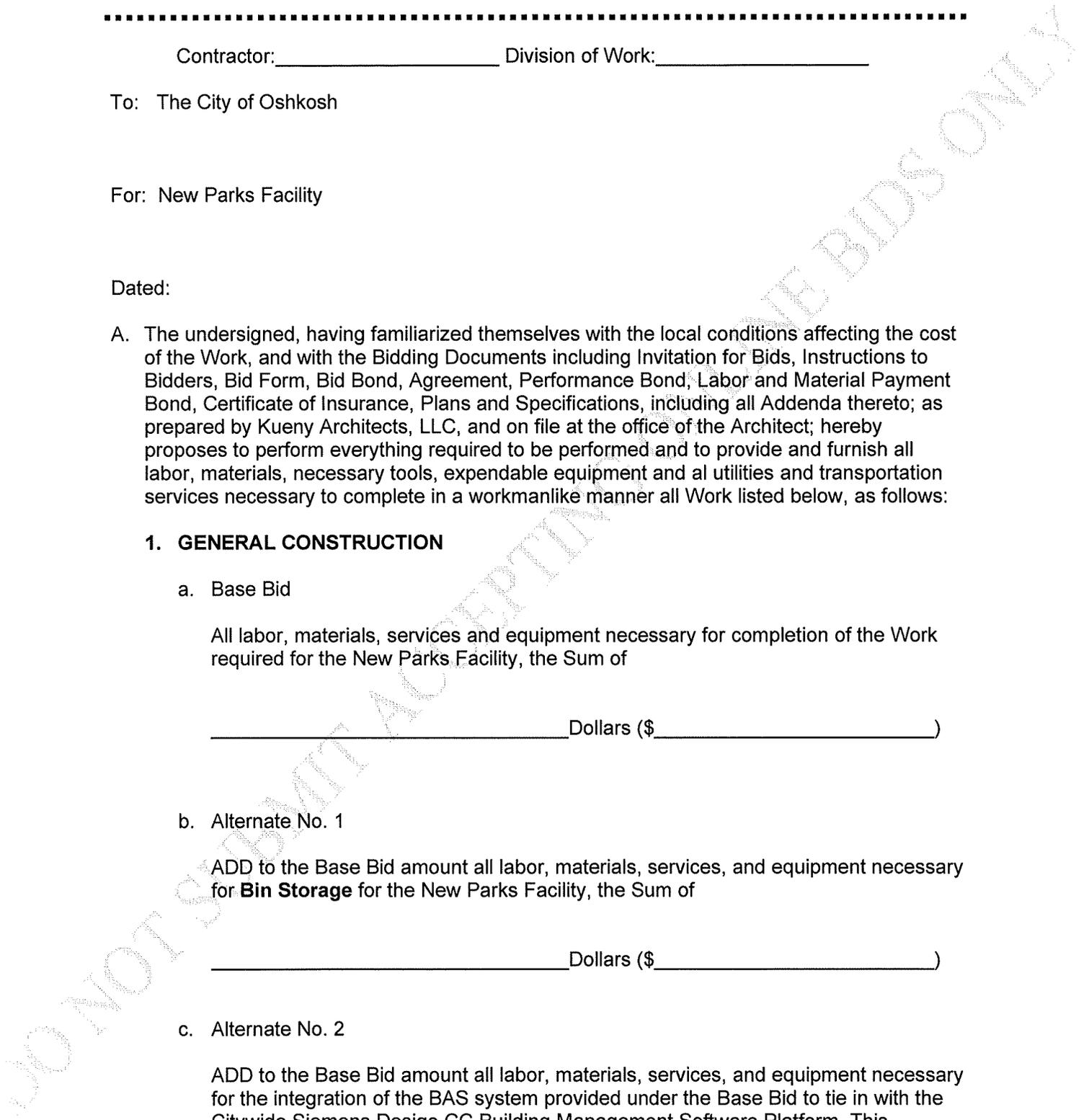
_____ Dollars (\$ _____)

c. Alternate No. 2

ADD to the Base Bid amount all labor, materials, services, and equipment necessary for the integration of the BAS system provided under the Base Bid to tie in with the Citywide Siemens Desigo CC Building Management Software Platform. This

February 1, 2022

00 41 00-1
BID FORM



City of Oshkosh - New Parks Facility #22-12

alternate to include all work associated with providing and installing the Bacnet system for full Citywide system integration for the New Parks Facility, the Sum of

_____ Dollars (\$ _____)

d. Alternate No. 3

ADD to the Base Bid amount all labor, materials, services, and equipment necessary for the required building Bacnet BAS front end to be Siemens. Integrate building BAS with Citywide Siemens Desigo CC Building Management Software Platform for the New Parks Facility, the Sum of.

_____ Dollars (\$ _____)

2. Unit Prices – FOR ALL GENERAL CONSTRUCTION

Should more or less Work of the following categories be required, adjustment will be made to the Contract Sum at the following unit prices, which shall include all expenses, transportation, trucking, restocking charges and overhead profit.

1). Unit Price 1A (Section 31 20 00)

Price per cubic yard of soil excavated, for additional depth required to reach good bearing soil for Site Pavement areas (Asphalt or Concrete), the amount of

Unit Price _____ x 750 cubic yards = Dollars (\$ _____)
per cubic yard, (Not part of Base Bid)

2). Unit Price 1B (Section 31 20 00)

Price per cubic yard of compacted backfill, in place, for Site Pavement areas (Asphalt or Concrete), the amount of

Unit Price _____ x 750 cubic yards = Dollars (\$ _____)
per cubic yard, (Not part of Base Bid)

B. Accompanying this Bid Form is a Bid Bond in the amount of five percent (5%) of the Bid, as required by the Instructions to Bidders.

C. Receipt of the following Addenda to the Contract Documents are acknowledged:

Number and Date _____ Number and Date _____

City of Oshkosh - New Parks Facility #22-12

- D. In Submitting this Bid Form, it is understood that the Owner reserves the right to reject any or all Bid Forms, to waive technicalities, and to advertise for new Bids, but that this Bid shall remain open and shall not be withdrawn for a period of 60 days from the date prescribed for its opening.
- E. If written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned within 30 days after the date set for opening of this Bid, or at any time thereafter before it is withdrawn, the undersigned Bidder will sign the Contract Documents through DocuSign in accord with this Bid as accepted, and will also furnish and deliver to the Owner all required Bonds and proof of insurance coverage required, all within 10 days after personal delivery, deposit in the mail, or e-mail delivery of a notification of acceptance of this Bid.
- F. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.
- G. Wherever in this Bid Form an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail.
- H. Pursuant with the requirements of the Instructions to Bidders, the Bid is based on the subcontractors listed on the List of Proposed Subcontractors Form submitted with this Bid on QuestCDN.com

February 1, 2022

00 41 00-3
BID FORM



CHANGE REQUEST

NUMBER: 17

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 12.26.2023

CC: Stephanie Abhold

DESCRIPTION: Deduct Unused Unit Rates Included in Original Contract

Breakdown:

Unit Price 1A - 750 CY Soild Excavated	(\$12,000.00)
Unit Price 1B - 750 CY Compacted Backfill	(\$16,500.00)

Subtotal:	(\$28,500.00)
Mark-up:	\$0.00
Bond:	\$0.00

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL:	<u><u>(\$28,500.00)</u></u>
--------	-----------------------------

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

Kevin Winkler
SMA Construction Services

ACCEPTED BY ARCHITECT

Jon Wallenkamp
Kueny Architects

AUTHORIZED BY OWNER:

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler

Date: 12.26.2023

BY: _____

Date: _____

BY: _____

Date: _____



RECEIVED

10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 telephone: 262.857.8101 website: www.kuenyarch.com

JUL - 9 2024

WORK CHANGE DIRECTIVE

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

PROJECT: *(name and address)*
New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION
WCD Number: 19
Date: July 9, 2024

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

Propose to cut in transfer grille underneath customer service counter.

- 1. Material - White Alum 16" x 8" Surface Mount Transfer Grilles \$90.00
- 2. Labor – Identify MEP, Cut out Drywall both sides, mount grilles & clean up \$425.00

Subtotal: \$515.00
Mark Up: \$25.75
Bond: \$8.11

Total: \$548.86

Attachments:

- 1. Contractor cost proposal (CR #19).

Proposed Change in Contract Price and Contract Time

Contract Price: \$548.86 increase

Contract Time: No change

Basis of Estimated Change in Contract Price

- Lump Sum
- Unit Price
- Cost of the Work
- Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

Kueny Architects
 Architect
 DocuSigned by:
 Jon Wallenkamp
 790560000000470...
 By (Signature)

City of Oshkosh
 Owner
 DocuSigned by:
 Ray Maurer
 E277F8883CB140A...
 By (Signature)

SMA Construction
 Contractor
 DocuSigned by:
 Kevin Winkler
 19A0A9F24344429...
 By (Signature)

Jon Wallenkamp
 Printed Name

Ray Maurer
 Printed Name

Kevin Winkler
 Printed Name

7/9/2024
 Date

7/22/2024
 Date

7/22/2024
 Date





CHANGE REQUEST

NUMBER: 19

TO: Jon Wallenkamp
Kueny Architects

Job: 22010 - Oshkosh New Parks Facility
Date: 6.5.2024

CC: Stephanie Abhold

DESCRIPTION: Vestibule Air Transfer Grilles

Breakdown:

Per Discussion W/Kueny - Propose to cut in transfer grille underneath customer service counter - Pending MEP Items and install grilles on either side to transfer air and eliminate air pressure issues at counter.

Material - White Alum 16" x 8" Surface Mount Transfer Grilles - see image \$90.00

Labor - Identify any MEP's, Cut out Drywall both sides, mount grilles & clean up \$425.00

Subtotal: \$515.00

Mark-up: \$25.75

Bond: \$8.11

Requesting CONTRACT TIME increase / decrease by NA.

TOTAL: \$548.86

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

ACCEPTED BY ARCHITECT

AUTHORIZED BY OWNER

Kevin Winkler
SMA Construction Services

Jon Wallenkamp
Kueny Architects

Raymond Maurer
City Of Oshkosh

BY: Kevin Winkler

BY: _____

BY: _____

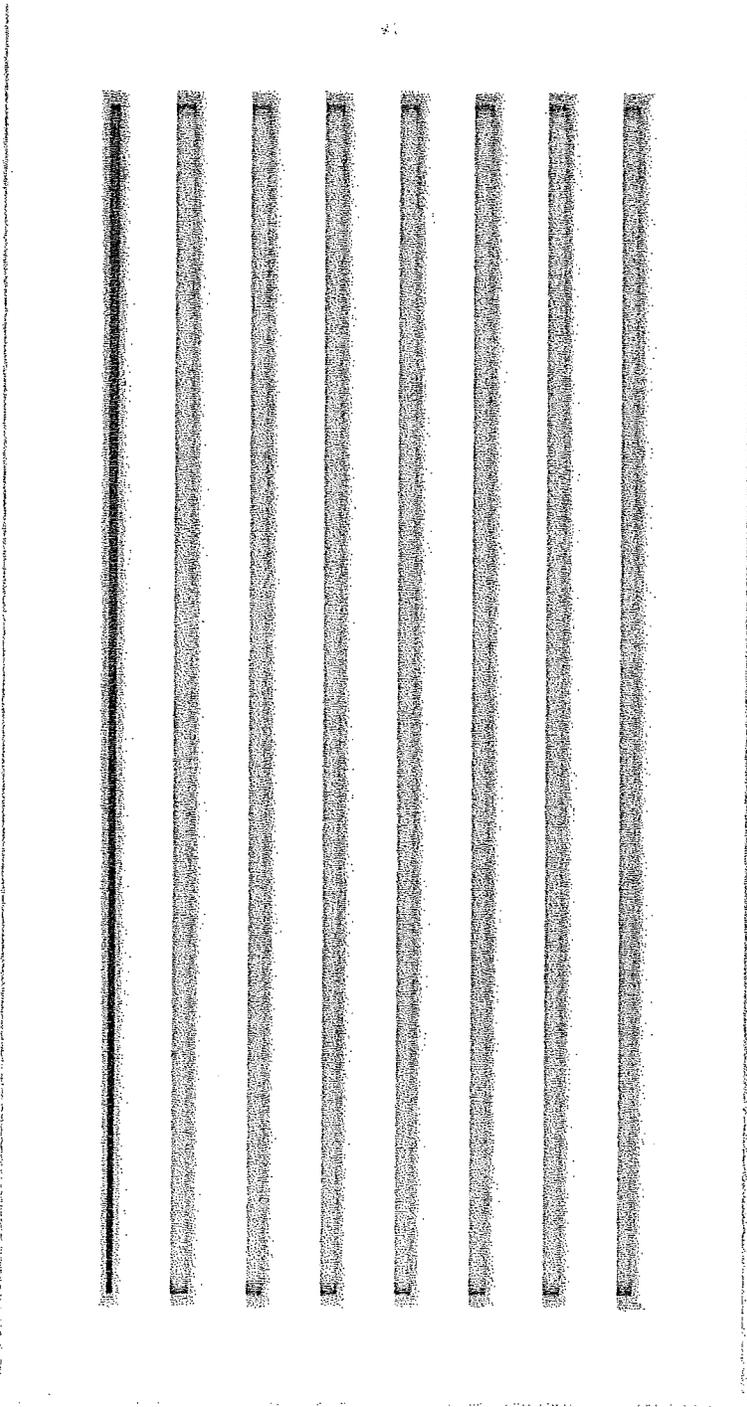
Date: 6.5.2024

Date: _____

Date: _____

Aluminum 16 x 8 Inch Vent
Cover Return Air Grille -
Transfer Grille AC Vent Cover
- Durable Rustproof Aluminum
Design - Optimal Air Flow -
Low Noise Wall...

Size: 16" W x 8" H (Duct Opening)



Taylor, Tracy L

From: DocuSign NA3 System <dse_NA3@docusign.net> on behalf of Docusign via Docusign <dse_NA3@docusign.net>
Sent: Monday, July 22, 2024 8:18 AM
To: Taylor, Tracy L
Subject: Completed: Work Change Directives No. 19 and No. 20 for Contract 22-12
Attachments: Oshkosh_WCD #19 - Vestibule Transfer Grille - 2024.07.09.pdf; Oshkosh_WCD #20 - Pressure washer Soap Function - 2024.07.09.pdf

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



Your document has been completed.

[VIEW COMPLETED DOCUMENTS](#)

All signers completed Work Change Directives No. 19 and No. 20 for Contract 22-12

Powered by  docusign.

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JUL - 9 2024



10505 Corporate Drive, Suite 100 Pleasant Prairie, Wisconsin 53158 DEPT. OF PUBLIC WORKS Telephone: 262.857.8101 website: www.kuenyarch.com
OSHKOSH, WISCONSIN

WORK CHANGE DIRECTIVE

PROJECT: *(name and address)*
New Parks Facility
805 Witzel Avenue
Oshkosh, WI 53902

CONTRACT INFORMATION
Contract for: General Construction
Date: April 13, 2022
Contract Number: 22-12

WCD INFORMATION
WCD Number: 20
Date: July 9, 2024

OWNER: *(name and address)*
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

ARCHITECT: *(name and address)*
Kueny Architects, LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158

CONTRACTOR: *(name and address)*
SMA Construction Services, LLC
201 W Walnut Street, Suite 301
Green Bay, WI 54303

DISTRIBUTION LIST:

NAME	COMPANY	EMAIL
Ray Maurer	City of Oshkosh	RMaurer@ci.oshkosh.wi.us
Tracy Taylor	City of Oshkosh	TTaylor@ci.oshkosh.wi.us
Jon Wallenkamp	Kueny Architects	jonw@kuenyarch.com
Anita Stanley	Kueny Architects	anita@kuenyarch.com
Lee Anderson	Kueny Architects	lee@kuenyarch.com
Kevin Winkler	SMA Construction	kevin@smaconstructionservices.com
Stephanie Abhold	SMA Construction	stephanie@smaconstructionservices.com

CHANGE DESCRIPTION:

You are hereby directed to make the following change(s) in the contract:

Addition of the soap function to the pressure washer system.

- 1. Pieper – Electrical \$2,998.00
- 2. Edgewater – Plumbing \$1,945.00

Subtotal: \$4,943.00
Mark Up: \$123.58
Bond: \$76.00

Total: \$5,142.57

Attachments:

- 1. Contractor cost proposal (CR #20).



CHANGE REQUEST

NUMBER: 20

TO: Scott Westphal
Pleper Electric

Job: 22010 - Oshkosh New Parks Facility
Date: 6.26.2024

CC: Stephanie Abhold

DESCRIPTION: Proposed Addition of soap function to pressure washer

Breakdown:

Pleper - Electrical	\$2,998.00
Edgewater - Plumbing	\$1,945.00

*Per Quotes provided we reserve the right at time of installation to notify Owner/Architect of any discrepancies identified that may require additional costs.

Subtotal:	\$4,943.00
Mark-up:	\$123.58
Bond:	\$76.00

TOTAL:	<u>\$5,142.57</u>
--------	-------------------

The Owner and/or Architect hereby direct SMA Construction Services, LLC to proceed with the performance of the work (including any additional referenced documentation) described above.

SUBMITTED BY CONTRACTOR:

Kevin Winkler
SMA Construction Services

ACCEPTED BY ARCHITECT

Jon Wallenkamp
Kueny Architects

AUTHORIZED BY OWNER

Raymond Maurer
City of Oshkosh

BY: Kevin Winkler
Date: 6.26.2024

BY: _____
Date: _____

BY: _____
Date: _____



PIEPER ELECTRIC, INC. | Solutions Powered by People Since 1947

May 22nd, 2024

SMA Construction
201 W Walnut St #301
Green Bay, WI 54303

Re: Oshkosh Parks
Attn: Kevin Winkler

Electrical scope for adding soap dispenser including:

- Wire in soap solenoids
- Add switches to remote
- Wire from machine to remote boxes

Note:

- All parts including remote switches and solenoids provided by others
- All wiring to be done per provided diagram. If additional parts are needed or soap dispenser does not function correctly based on provided drawings, additional time/material may need to be added to cost.
- All work to be done during normal business hours
- If shut down needs to occur after normal business hours, overtime will need to be added.

Total Pieper Price:

\$2,998.00

Scott Westphal
Project Manager
Northeast WI | Pieper Electric
731 County Rd DDD, Suite 200 | Wrightstown, WI 54180
Cell: (920) 442-0833



<http://www.pieperpower.com/>

SAFETY: Working Together For Tomorrow



CHANGE ORDER

4320 Industrial Court, Sheboygan, WI 53083

PH: (920) 452-7586

FAX: (920) 452-9880

TO: SMA Construction
 201 W. Walnut Street
 Suite 301
 Green Bay, WI 54303

THIS CHANGE ORDER NO. 4
 DATE OF CHANGE ORDER 6/26/2024
 PROJECT NAME New Parks Facility
 CONTRACT NO. 22010.15400

UNDER OUR CONTRACT AGREEMENT DATED April 21, 2022

You are hereby authorized to make the following change(s) in accordance with the terms and conditions of our Contract Agreement, identified above:

PRESSURE WASHER ADDED SOAP FUNCTION

This estimate includes labor and materials to provide the solenoid valve, fittings to plumb the valve as well as the three push button switches for the added soap function. All wiring to be completed by others. Anything else that is not previously listed and would be needed to make the soap function operational would be an added cost invoiced at time and material.

For the (Additive) (Deductive) sum of: One thousand nine hundred forty five and 00/100
 Dollars (\$ 1945.00).

Taylor, Tracy L

From: DocuSign NA3 System <dse_NA3@docusign.net> on behalf of Docusign via Docusign <dse_NA3@docusign.net>
Sent: Monday, July 22, 2024 8:18 AM
To: Taylor, Tracy L
Subject: Completed: Work Change Directives No. 19 and No. 20 for Contract 22-12
Attachments: Oshkosh_WCD #19 - Vestibule Transfer Grille - 2024.07.09.pdf; Oshkosh_WCD #20 - Pressure washer Soap Function - 2024.07.09.pdf

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



Your document has been completed.

[VIEW COMPLETED DOCUMENTS](#)

All signers completed Work Change Directives No. 19 and No. 20 for Contract 22-12

Powered by  docusign.



TO: Honorable Mayor and Members of the Common Council
FROM: Steven M. Gohde, Assistant Director of Public Works/Utilities General Manager
DATE: September 24, 2024
SUBJECT: Res 24-511 Approve Extension of Approved Pilot Study, Waiver of Purchasing Requirements, and Purchase of Phosphorus Reduction Rare Earth Mineral Chemical Compound from Martelle Water Treatment, Inc. (estimated \$255,000)

BACKGROUND

The City of Oshkosh's (City) Wastewater Treatment Plant (WWTP) is subject to discharge regulations through the Wisconsin Discharge Elimination System permit program, managed by the Wisconsin Department of Natural Resources. In order to meet the Phosphorus Discharge Permit Limit, the WWTP currently uses the chemical addition of Ferric Chloride to bind and sequester Phosphorus, which is then precipitated in solid form, and removed in the biosolids. The City still intends to build and operate a tertiary filtration facility at the WWTP to meet future reduced discharge limits for Phosphorus, but must continue to use a chemical addition to meet current limits during the interim period.

ANALYSIS

The Department of Public Works is proposing to extend a pilot test using a proprietary chemical known as Neo WaterFX 300 as a replacement to the Ferric Chloride. The original pilot study and waiver of purchasing requirements was approved by Common Council (Council) at the June 25th Council meeting under Resolution No. 24-334. The initial trial period has yielded some impressive results, and WWTP staff are interested in continuing the trial through the end of 2024.

One of the initial results observed by the WWTP staff included a decrease in sludge volume which needed to be processed and removed. This reduction resulted in less polymer usage and lower disposal rates. This was predicted to be one of the main advantages of the use of this chemical. It is also less corrosive, which should lead to longer operational life of some equipment and a safer work environment for staff. Additionally, staff have observed some operational changes, which seemingly make the treatment process run more predictably.

Rare earth mineral compounds are derived from the waste products of materials principally mined for electric vehicle (EV) battery production. The use of these compounds in wastewater treatment is not new, but the surge in mining for materials to produce EV batteries has made them more readily available, and therefore, more financially competitive. The chemical cost to switch from Ferric Chloride to Neo WaterFX 300 is expected to be neutral. The cost of Neo WaterFX 300 is approximately four (4) times the cost of Ferric Chloride on a unit cost basis; however, due to the expected increase in performance, only about a quarter of the volume of Neo WaterFX 300 will be needed to achieve the same result.

The cost savings occur due to how the chemical interacts with Phosphorus, and how much chemical sludge is produced. It is expected, based on performance estimates, the WWTP could significantly reduce the amount of sludge produced and subsequently treated by dewatering. This would in turn result in a savings on polymer costs, as well as sludge hauling and disposal fees.

FISCAL IMPACT

The costs for the purchase of six (6) additional loads of Neo WaterFX 300 required for the continuation of the pilot testing through the end of 2024 will exceed \$25,000. The cost of the purchase is expected to be

approximately \$255,000 in additional funding to extend the trial period. The initial resolution allowed for a trial period of two (2) months at a cost of approximately \$82,000. This extension will bring the total cost to \$337,000. Funding for this purchase of the additional chemicals is included in the 2024 Sewer Utility Operating Budget (Account #05511940-6542 / Disposal Plant-Chemicals).

RECOMMENDATION

In order to ensure acquisition of the Neo WaterFX 300, it is requested the Council approves the extension of the pilot study, waives the purchasing requirements of Section 12-10 of the Municipal Code of the City of Oshkosh, and approves the purchase of the additional loads of Neo Water FX300.

Please advise me if you have any questions concerning this purchase.

Attachments

Res 24-511

09/24/2024

24-511

RESOLUTION

CARRIED

6-0

PURPOSE: APPROVE EXTENSION OF APPROVED PILOT STUDY, WAIVER OF PURCHASING REQUIREMENTS, AND PURCHASE OF PHOSPHORUS REDUCTION RARE EARTH MINERAL CHEMICAL COMPOUND FROM MARTELLE WATER TREATMENT, INC. (ESTIMATED \$255,000.00)

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Department of Public Works is proposing to extend a pilot test using a proprietary chemical known as Neo WaterFX 300 as a replacement to the Ferric Chloride; and

WHEREAS, the original pilot study and waiver of purchasing requirements was approved by Common Council at the June 25th Council meeting by Resolution No. 24-334; and

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 initial resolution allowed for a trial period of two (2) months at a cost of approximately \$82,000 and the cost to extend will approximately be an additional \$255,000 in funding and Council approval is sought for this extension.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the request for waiver of the purchasing requirements of Chapter 12 of the Oshkosh Municipal Code is hereby approved and that the Department of Public Works is hereby authorized and directed to extend the approved pilot study at the City's Wastewater Treatment Plant utilizing a proprietary chemical known as Neo WaterFX 300 as a replacement to the Ferric Chloride and the appropriate city officials are hereby authorized to enter into appropriate agreement with Martelle Water Treatment Inc., 3304 W. Rockport Road, Janesville, 53548 for purposes of the same.

Money for this purpose is hereby appropriated from:

Acct. No. 05511940-6542 Disposal Plant-Chemicals



TO: Honorable Mayor and Members of the Common Council
FROM: Kathy Snell, Special Events Coordinator
DATE: September 24, 2024
SUBJECT: Res 24-512 Approve Special Event - Sons of the American Legion Squadron 70 to Utilize City Streets for the Tribute to Vietnam Veterans, October 9, 2024

Attachments

Res 24-512
Tribute to Vietnam Veterans Attachment

09/24/2024

24-512

RESOLUTION

CARRIED

6-0

PURPOSE: APPROVE SPECIAL EVENT - SONS OF THE AMERICAN LEGION SQUADRON 70 TO UTILIZE CITY STREETS FOR THE TRIBUTE TO VIETNAM VETERANS, OCTOBER 9, 2024

INITIATED BY: CITY ADMINISTRATION

WHEREAS, that approval is granted to Sons of the American Legion Squardon 70 (Rick Helms) to utilize city streets: Poberezny Rd., South Park Ave., Oregon/Jackson St., and County Rd Y on Wednesday, October 9, 2024, from 6:00 p.m. to 7:00 p.m. for the Tribute to Vietnam Veterans in accordance with the municipal code and the attached application, with the following exception/conditions:

- A.
- B.
- C.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh 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 of Extraordinary Services
None



Date Filed: 9/11/24
Application Fee Paid: 9/11/24

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: Tribute to Vietnam Veterans							
Start Date: 10-9-2024				End Date: 10-9-2024			
List times for each day:							
	MON	TUES	WED	THURS	FRI	SAT	SUN
SET UP TIME							
START TIME			6:00PM				
END TIME			7:00PM				
CLEAN UP TIME							
LOCATION OF THE EVENT							
City Park:							
Public Property (list street(s), building(s), etc.) Poberezny Rd, South Park Ave, Oregon St, Jackson St, County Road Y							
County Park / Property:							
City Park:							
Other:							
ORGANIZATION SPONSOR							
Name: Sons of the American Legion Squadron 70							
Address: 1332 Spruce St							
City: Oshkosh		State: WI			Zip: 54901		
<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: Kathy Snell, Special Events Coordinator
DATE: September 24, 2024
SUBJECT: Res 24-513 Approve Special Event - Oshkosh West High School to Utilize City Streets for the Oshkosh West Homecoming Parade, October 11, 2024

Attachments

Res 24-513
Oshkosh West Homecoming Parade Attachment

09/24/2024

24-513

RESOLUTION

CARRIED

6-0

PURPOSE: APPROVE SPECIAL EVENT - OSHKOSH WEST HIGH SCHOOL TO UTILIZE CITY STREETS FOR THE OSHKOSH WEST HOMECOMING PARADE, OCTOBER 11, 2024

INITIATED BY: CITY ADMINISTRATION

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that approval is granted to Oshkosh West High School (Brad Jodarski) to utilize city streets: N. Eagle St., Taft Ave., Southland Ave., and N Westfield St. on Friday, October 11, 2024, from 4:15 p.m. to 5:00 p.m. for the Oshkosh West Homecoming Parade in accordance with the municipal code and the attached application, with the following exception/conditions:

- A.
- 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 of Extraordinary Services
None



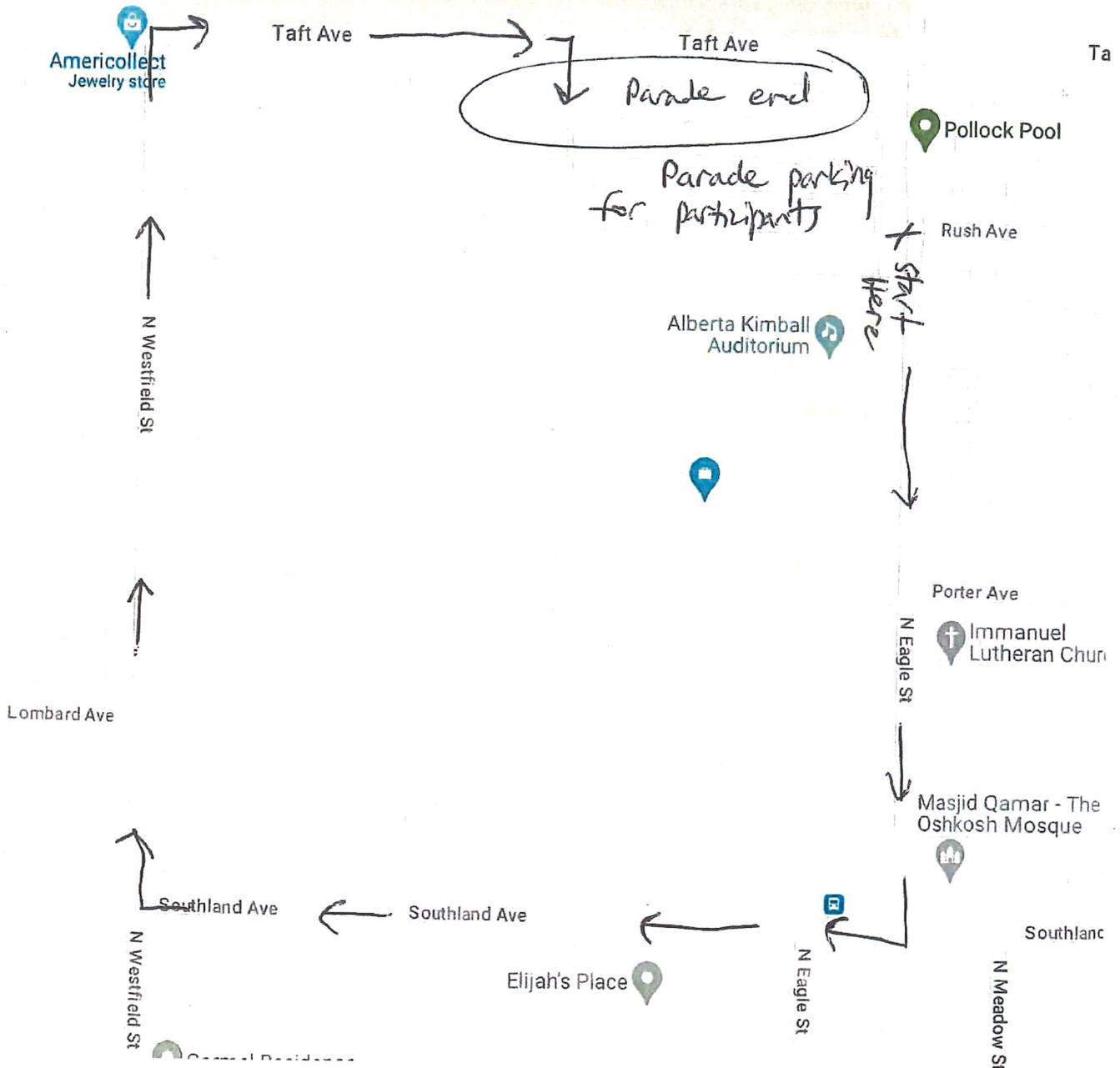
Date Filed: 9/5/24
 Application Fee Paid: N/A

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: <u>Oshkosh West Homecoming Parade</u>							
Start Date: <u>10/11/2024</u>				End Date: <u>10/11/2024</u>			
List times for each day:							
	MON	TUES	WED	THURS	FRI	SAT	SUN
SET UP TIME					<u>3:45pm</u>		
START TIME					<u>4:15pm</u>		
END TIME					<u>5pm</u>		
CLEAN UP TIME							
LOCATION OF THE EVENT							
City Park:							
Public Property (list street(s), building(s), etc.) <u>Oshkosh West High School (path around school)</u> <u>streets impacted included: Westfield, Taft, Southland and Eagle</u>							
County Park / Property:							
City Park:							
Other:							
ORGANIZATION SPONSOR							
Name: <u>Oshkosh West High School</u>							
Address: <u>375 N. Eagle St</u>							
City: <u>Oshkosh</u>		State: <u>WI</u>		Zip: <u>54902</u>			
<input checked="" type="checkbox"/> Check this box if this organization is tax exempt (a copy of Wisconsin Sales & Use Tax Exempt form is required)							

OW Homecoming Parade Proposed New Route





TO: Honorable Mayor and Members of the Common Council
FROM: Kathy Snell, Special Events Coordinator
DATE: September 24, 2024
SUBJECT: Res 24-514 Approve Special Event - Wisconsin Herd to Utilize City Streets & Riverwalk for the Run with the Herd 5k & 1k, October 20, 2024

Attachments

Res 24-514
Wisconsin Herd 5K Attachment

09/24/2024

24-514

RESOLUTION

CARRIED

6-0

PURPOSE: APPROVE SPECIAL EVENT - WISCONSIN HERD / UTILIZE CITY STREETS & RIVERWALK FOR THE RUN WITH THE HERD 5K & 1K FAMILY FUN RUN, OCTOBER 20, 2024

INITIATED BY: CITY ADMINISTRATION

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that approval is granted to Wisconsin Herd (Jamie Winsted) to utilize City streets and Riverwalk on Sunday, October 20, 2024, from 8:00 a.m. to 9:30 a.m. for the Run with the Herd 5K / 1K Family Fun Run in accordance with the municipal code and the attached application, with the following exceptions/conditions:

- A.
- 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 for Extraordinary Services

Police Department

Staffing \$1253.46 (preliminary estimate includes 3 Sgt. Supervisor hrs. & 12 officer hrs.)
 Equipment / Vehicle Use \$79.56 (preliminary estimate includes vehicle use for 4 hrs.)
 Supplies / Materials \$27.50 (preliminary estimate includes use of cones & signs)

Public Works

Staffing \$298.64 (preliminary estimate includes dedicated staff for 8 hrs. for delivery& pick up of barricades and signs)
 Equipment / Vehicle Use \$138.72 (preliminary estimates include 4 hrs. of vehicle use for delivery & pick up of barricades & signs)
 Supplies / Materials \$280.50 (preliminary estimate includes dedicated use of barricades & signs)

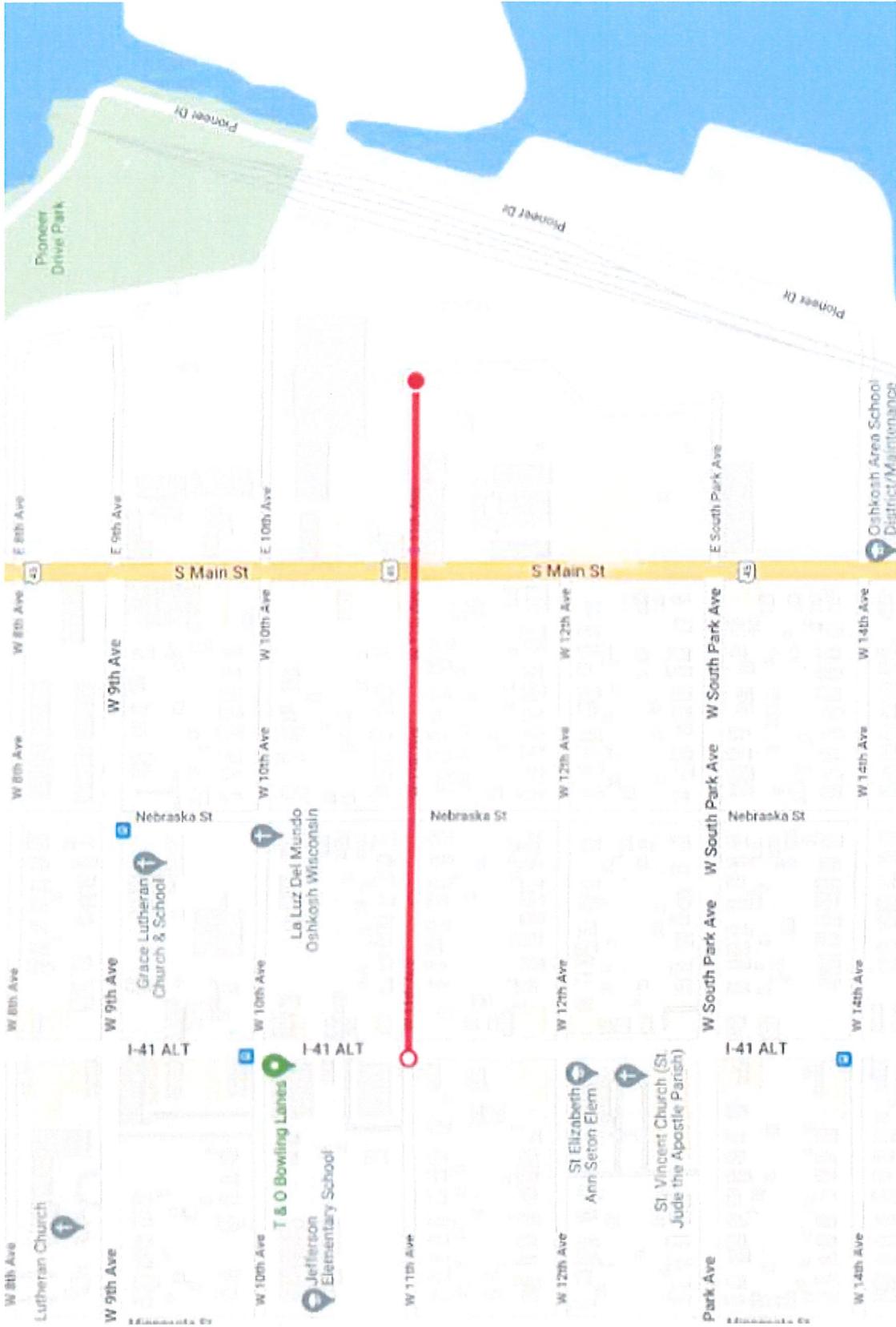


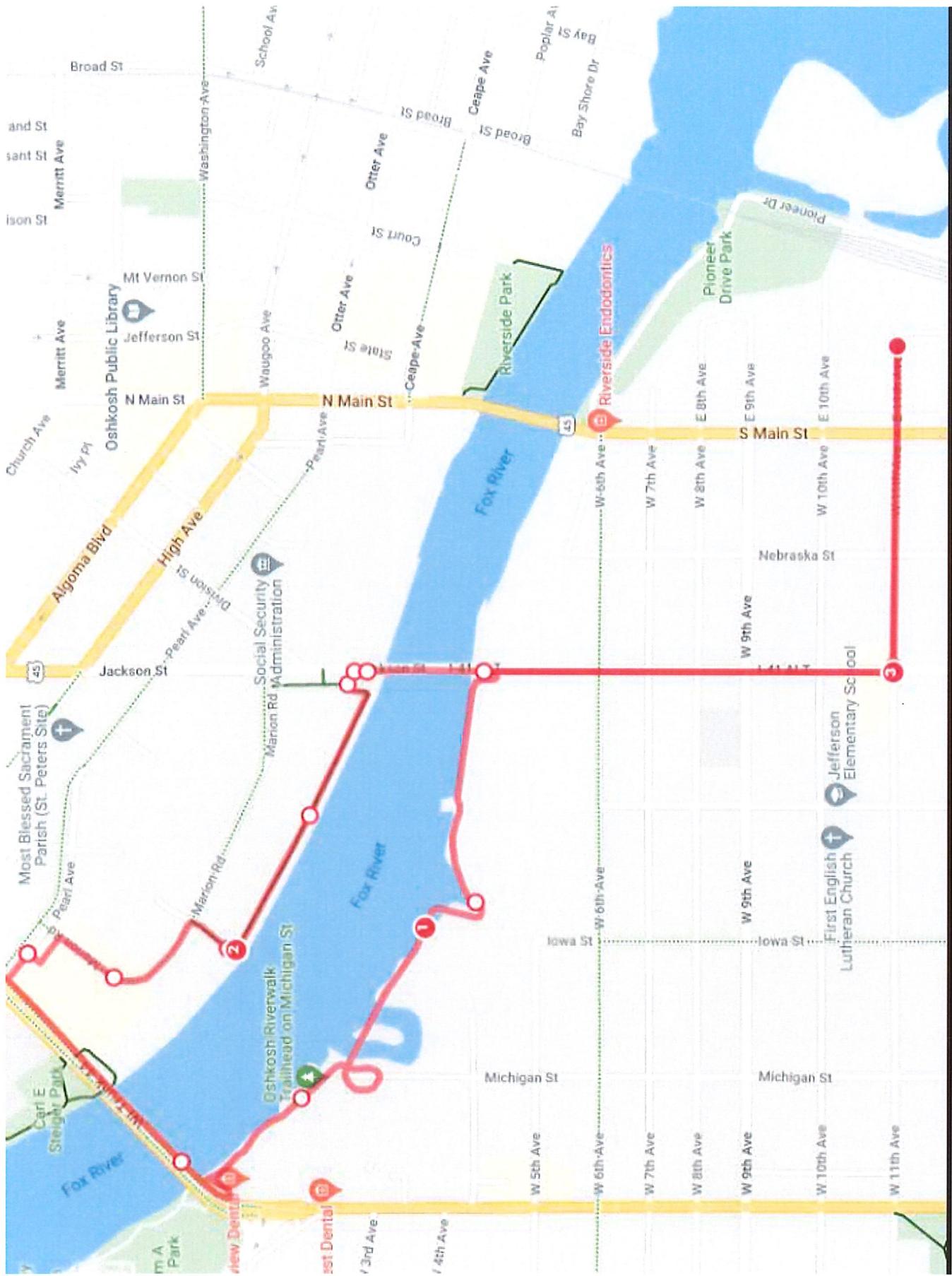
Date Filed: 8/16/24
 Application Fee Paid: INV

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: Run with the Herd 5K/1K Family Fun Run							
Start Date: 10/20/2024				End Date: 10/20/2024			
List times for each day:							
	MON	TUES	WED	THURS	FRI	SAT	SUN
SET UP TIME							5:00 AM
START TIME							8:00 AM
END TIME							9:30 AM
CLEAN UP TIME							10:00 AM
LOCATION OF THE EVENT							
City Park:							
Public Property (list street(s), building(s), etc.) Oshkosh Arena - 1212 South Main St, Oshkosh WI 54902							
County Park / Property:							
City Park:							
Other:							
ORGANIZATION SPONSOR							
Name: Wisconsin Herd							
Address: 549 High Ave							
City: Oshkosh			State: Wisconsin			Zip: 54901	
<input type="checkbox"/> Check this box if this organization is tax exempt (a copy of Wisconsin Sales & Use Tax Exempt form is required)							





and St
sent St
ison St

Mt Vernon St
Jefferson St
N Main St

Algoma Blvd
High Ave
Jackson St

Most Blessed Sacrament
Parish (St. Peters Site)

Oshkosh Riverwalk
Trailhead on Michigan St

New Dental
West Dental

School Av
Broad St
Otter Ave
Court St
State St
Ceape Ave

Social Security
Administration

Michigan St

W 3rd Ave
W 4th Ave

Riverside Park
Fox River

W 5th Ave
W 6th Ave
W 7th Ave
W 8th Ave
W 9th Ave
W 10th Ave
W 11th Ave

Michigan St

W 5th Ave
W 6th Ave
W 7th Ave
W 8th Ave
W 9th Ave
W 10th Ave
W 11th Ave

Riverside Endodontics

S Main St

Michigan St

W 10th Ave
W 11th Ave

Pioneer Drive Park

Nebraska St

Jefferson
Elementary School

W 10th Ave
W 11th Ave



TO: Honorable Mayor and Members of the Common Council
FROM: Kathy Snell, Special Events Coordinator
DATE: September 24, 2024
SUBJECT: Res 24-515 Approve Special Event - Josie's Gift to Utilize Menominee Park to Host Their Kids Fishing Day, July 19, 2025

Attachments

Res 24-515
Josie's Gift Kids Fishing Day Attachment

09/24/2024

24-515

RESOLUTION

CARRIED

6-0

PURPOSE: APPROVE SPECIAL EVENT - JOSIE'S GIFT TO UTILIZE MENOMINEE PARK FOR THEIR KIDS FISHING DAY, JULY 19, 2025

INITIATED BY: CITY ADMINISTRATION

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that approval is granted to Josie's Gift (Daniel O'Kane) to utilize Menominee Park on Saturday, July 19, 2025, from 6:00 a.m. to 8:00 p.m. (actual event time 8:00 a.m. to 4:00 p.m.) for their Kids Fishing Day, in accordance with the municipal code and the attached application, with the following exceptions/conditions:

- A.
- 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 for Extraordinary Services
None



Date Filed: 8/28/24
 Application Fee Paid: 8/28/24

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: Josie's Gift Kids Fishing Day							
Start Date: 7/19/25				End Date: 7/19/25			
List times for each day:							
	MON	TUES	WED	THURS	FRI	SAT	SUN
SET UP TIME						6:00am	
START TIME						8:00am	
END TIME						4:00pm	
CLEAN UP TIME						8:00pm	
LOCATION OF THE EVENT							
City Park: Menominee Park, Menominee 1 (Kiwanis shelter)							
Public Property (list street(s), building(s), etc.) Menominee shelter 1 and T docks adjacent for securing boats.							
County Park / Property:							
City Park:							
Other:							
ORGANIZATION SPONSOR							
Name: Josie's Gift							
Address: 3805 Toban Dr							
City: Madison			State: WI			Zip: 53704	
<input checked="" 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: Kathy Snell, Special Events Coordinator
DATE: September 24, 2024
SUBJECT: Res 24-516 Approve Special Event - Oshkosh Noon Kiwanis to Utilize City Streets and South Park for the Children's Day Parade, August 2, 2025

Attachments

Res 24-516
Children's Day Parade Attachment

09/24/2024

24-516

RESOLUTION

CARRIED

6-0

PURPOSE: APPROVE SPECIAL EVENT - OSHKOSH NOON KIWANIS TO UTILIZE CITY STREETS AND SOUTH PARK FOR THE CHILDREN'S DAY PARADE, AUGUST 2, 2025

INITIATED BY: CITY ADMINISTRATION

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that approval is granted to Josie's Gift (Karen Schneider) to utilize City Streets and South Park on Saturday, August 2, 2025, from 6:00 a.m. to 8:00 p.m. (actual event time 10:00 a.m. to 3:00 p.m.) for the Children's Day Parade in accordance with the municipal code and the attached application, with the following exceptions/conditions:

- A.
- 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 for Extraordinary Services

(Cost estimates are based on 2024 Special Events Fee Schedule and are subject to change.)

Police Department

Staffing \$1 142.46 (preliminary estimate includes 4.5 Supervisor Sgt. hrs. and 9 Officer hrs.)

Fire Department

Staffing \$75.00 (preliminary estimate includes 1 inspection hr.)



Date Filed: 8/20/24

Application Fee Paid: 1N

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: Childrens Day Parade							
Start Date: 8/02/25,				End Date: 8/02/25			
List times for each day:							
	MON	TUES	WED	THURS	FRI	SAT	SUN
SET UP TIME						6am	
START TIME						10am	
END TIME						3pm	
CLEAN UP TIME						8pm	
LOCATION OF THE EVENT							
City Park: South Park							
Public Property (list street(s), building(s), etc.) Wittman Field Parking Lot, road from airport at 20th St & Ohio St. down Ohil St. to South Park							
County Park / Property:							
City Park:							
Other:							
ORGANIZATION SPONSOR							
Name: Oshkosh Noon Kiwanis							
Address: PO Box 1001							
City: Oshkosh		State: WI			Zip: 54903		
<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: September 24, 2024
SUBJECT: Res 24-517 Approve Agent Change - Cast Iron Cocktail Company / Terry's

Attachments

Res 24-517

09/24/2024

24-517

RESOLUTION

CARRIED

6-0

PURPOSE: APPROVE AGENT CHANGE FOR CAST IRON COCKTAIL COMPANY / TERRY'S

INITIATED BY: CLERK'S DEPARTMENT

WHEREAS, an application and all required documentation for a license has been submitted, fees deposited, and all reviews and inspections required by city ordinance have been completed; and

WHEREAS, the Chief of Police and Fire Chief, or their respective designees, and a representative of the Winnebago County Health Department have recommended that the following licenses be granted or conditionally granted as noted in their report to the City Clerk; and

WHEREAS, any licensee whose license is granted subject to conditions has been notified of those conditions and has had the opportunity to appear before the Council and be heard in relation to any of those conditions.

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 as identified by the Chief of Police and Fire Chief, or their respective designees, or by a representative of the Winnebago County Health Department; subject to the payment of taxes and other charges as specified in section 4-5(B) of the City of Oshkosh Municipal Code; and subject to the fulfillment of any further conditions imposed by State Statute for issuance of such license:

AGENT CHANGE
(September 25, 2024 - June 30, 2025)
Cast Iron Cocktail Company/Terry's
688 N Main St, Oshkosh, WI 54902
Agent: Cameron Meinholz



TO: Honorable Mayor and Members of the Common Council
FROM: Mark Lyons, Planning Services Manager
DATE: September 24, 2024
SUBJECT: Ord 24-518 Approve Zone Change from Institutional District (I) and Single Family Residential-9 District (SR-9) to Institutional District with a Planned Development Overlay (I-PD) at 108 West New York Avenue and Property Located at Southeast Corner of West Custer Avenue and Kentucky Street (Parcel 1500740100) (Plan Commission Recommends Approval) (Stephenson)

BACKGROUND

The subject area included in the zone change request consists of two parcels totaling 5.93 acres, with frontage on West New York Avenue, Kentucky Street, Central Street, and West Custer Avenue. The property located at 108 West New York Avenue is the former Merrill School site and the property located at the southeast corner of West Custer Avenue and Kentucky Street is a vacant residential property. The surrounding area consists of residential uses and Vel Philips Middle School to the west. The 2040 Comprehensive Plan recommends Community Facility use for the former Merrill School property and Light Density Residential for the vacant residential property.

ANALYSIS

The zone change request includes the former Merrill School site and an adjoining vacant residential lot that has been purchased by the Oshkosh Area School District. The applicant is requesting to have both of these lots rezoned to Institutional district with a Planned Development Overlay (I-PD). This zone change is intended to provide consistent zoning for the subject properties to allow a lot combination and to allow flexibility of the zoning ordinance for proposed athletic fields to be utilized by Vel Philips Middle School. The applicant has submitted plans for the proposed athletic fields, which do not meet off-street parking requirements. The applicant has submitted an application for General Development Plan (GDP) and Specific Implementation Plan (SIP) approval, which will be considered at the September 10th, 2024 Common Council meeting.

Staff is supportive of the proposed zone change to include a Planned Development Overlay as it may serve to accommodate future land use needs for the site. The Planned Development Overlay is also beneficial as it will allow for further review of future plans to mitigate potential impacts on neighboring residential properties. Although the vacant residential property has a 2040 Comprehensive Land Use Plan recommendation of Light Density Residential, staff does not have concerns with the proposed rezone as the Comprehensive Plan is not intended to be parcel specific and the proposed I-PD zoning will be consistent with Institutional zoning of neighboring properties to the south and west, which are utilized by the Oshkosh Area School District.

RECOMMENDATION

The Plan Commission recommended approval of the requested zone change with findings on August 20, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

Ord 24-518
Rezone - Athletic Field Attachment

9/24/2024 THIRD READING (RECONSIDERED)	24-518	ORDINANCE
9/10/2024 SECOND READING	24-503	ORDINANCE
8/27/2024 FIRST READING	24-486	ORDINANCE
LOST at 9/10/2024 Meeting	3-4	
CARRIED at 9/24/2024 Meeting	5-1	

PURPOSE: APPROVE ZONE CHANGE FROM INSTITUTIONAL DISTRICT (I) AND SINGLE FAMILY RESIDENTIAL-9 DISTRICT (SR-9) TO INSTITUTIONAL DISTRICT WITH A PLANNED DEVELOPMENT OVERLAY (I-PD) AT 108 WEST NEW YORK AVENUE AND PROPERTY LOCATED AT THE SOUTHEAST CORNER OF WEST CUSTER AVENUE AND KENTUCKY STREET (PARCEL 1500740100)

INITIATED BY: POINT OF BEGINNING, INC

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 108 West New York Avenue and property located at the southeast corner of West Custer Avenue and Kentucky Street from Institutional District (I) and Single Family Residential-9 District (SR-9) to Institutional District with a Planned Development Overlay (I-PD). The subject property to be rezoned includes 108 West New York Avenue and Parcel 1500740100, which are more particularly described as follows:

BEING THE WEST 47.35 FEET OF THE NORTH 120 FEET OF LOT 3, BLOCK C OF EIGHME, READ AND KENNEDY'S PLAT, RECORDED IN VOLUME 2, PAGE 42, WINNEBAGO COUNTY REGISTER OF DEEDS AND ½ OF THE ADJACENT RIGHTS-OF-WAY OF W. CUSTER AVENUE AND KENTUCKY STREET, ALL LOCATED IN THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN.

BEING ALL OF BLOCK B, LOTS 1 & 2 OF BLOCK C, THE SOUTH 70.00 FEET OF LOT 3 OF BLOCK C, THE SOUTH 10.00 FEET OF LOT 4 OF BLOCK C OF EIGHME, READ AND KENNEDY'S PLAT PER LEACH'S MAP OF 1893 RECORDED IN VOLUME 5, PAGE 27, WINNEBAGO COUNTY REGISTER OF DEEDS AND ½ OF THE ADJACENT RIGHTS-OF-WAY OF KENTUCKY STREET, W. NEW YORK AVENUE AND CENTRAL STREET, ALL LOCATED IN THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 13, 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 #24-518 APPROVE ZONE CHANGE FROM INSTITUTIONAL DISTRICT (I) AND SINGLE FAMILY RESIDENTIAL-9 DISTRICT (SR-9) TO INSTITUTIONAL DISTRICT WITH A PLANNED DEVELOPMENT OVERLAY (I-PD) on September 24, 2024. This ordinance changes the zoning of the property located at 108 West New York Avenue and property located at the southeast corner of West Custer Avenue and Kentucky Street (Parcel 1500740100) from Institutional

District (I) and Single Family Residential-9 District (SR-9) to Institutional District with a Planned Development Overlay (I-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 INSTITUTIONAL DISTRICT (I) AND SINGLE FAMILY RESIDENTIAL-9 DISTRICT (SR-9) TO INSTITUTIONAL DISTRICT WITH A PLANNED DEVELOPMENT OVERLAY (I-PD) AT 108 WEST NEW YORK AVENUE AND PROPERTY LOCATED AT THE SOUTHEAST CORNER OF WEST CUSTER AVENUE & KENTUCKY STREET (PARCEL 1500740100)

Plan Commission Meeting of August 20, 2024

GENERAL INFORMATION

Applicant: Point of Beginning, Inc.

Owner: Oshkosh Area School District

Action(s) Requested:

The applicant requests a zone change from the existing Institutional district (I) and Single Family Residential-9 district (SR-9) to Institutional district with a Planned Development Overlay (I-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 area included in the zone change request consists of two parcels totaling 5.93 acres, with frontage on West New York Avenue, Kentucky Street, Central Street, and West Custer Avenue. The property located at 108 West New York Avenue is the former Merrill School site and the property located at the southeast corner of West Custer Avenue and Kentucky Street is a vacant residential property. The surrounding area consists of residential uses and Vel Philips Middle School to the west. The 2040 Comprehensive Plan recommends Community Facility use for the former Merrill School property and Light Density Residential for the vacant residential property.

Subject Site

<i>Existing Land Use</i>	<i>Zoning</i>
School & Vacant residential	I & SR-9

Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Residential	SR-9
South	Residential	SR-5
East	Residential	SR-9
West	Residential & School	SR-9 & I-PD

Recognized Neighborhood Organizations

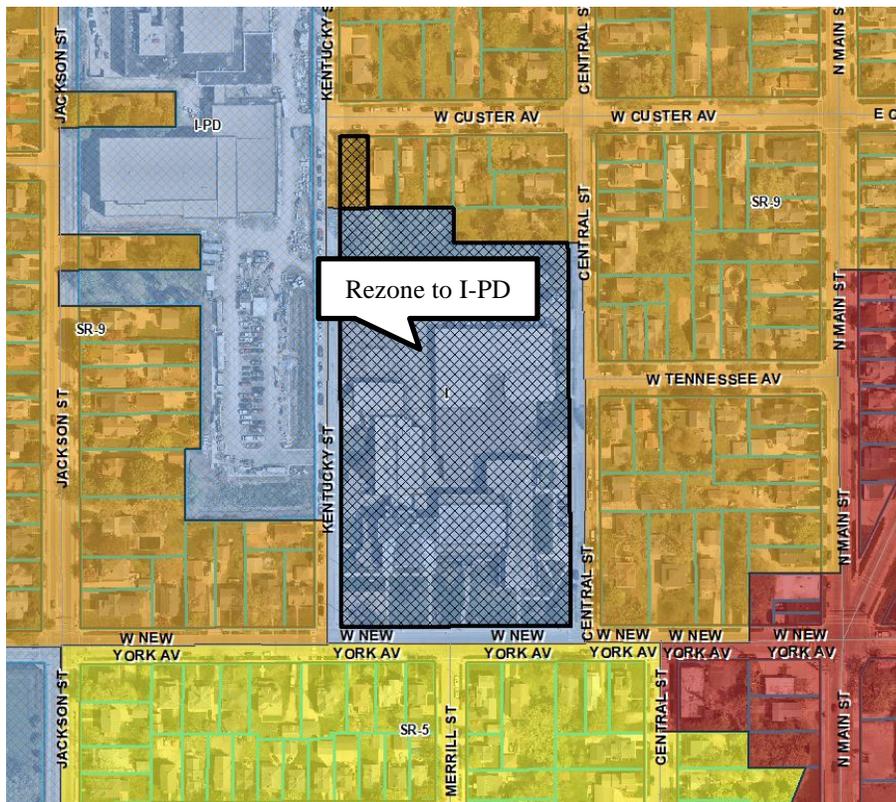
Adjacent to Historic Jackson

Comprehensive Plan

<i>Comprehensive Plan Land Use Recommendation</i>	<i>Land Use</i>
2040 Land Use Recommendation	Community Facility & Light Density Residential

ANALYSIS

The zone change request includes the former Merrill Middle School site and an adjoining vacant residential lot that has been purchased by the Oshkosh Area School District. The applicant is requesting to have both of these lots rezoned to Institutional district with a Planned Development Overlay (I-PD). This zone change is intended to provide consistent zoning for the subject properties to allow a lot combination and to allow flexibility of the zoning ordinance for proposed athletic fields to be utilized by Vel Philips Middle School. The applicant has submitted plans for the proposed athletic fields, which do not meet off-street parking requirements. The applicant has submitted an application for General Development Plan (GDP) and Specific Implementation Plan (SIP) approval, which will be addressed with the subsequent item.



Staff is supportive of the proposed zone change to include a Planned Development Overlay as it may serve to accommodate future land use needs for the site. The Planned Development Overlay is also beneficial as it will allow for further review of future plans to mitigate potential impacts on neighboring residential properties. Although the vacant residential property has a 2040 Comprehensive Land Use Plan recommendation of Light Density Residential, staff does not have

concerns with the proposed rezone as the Comprehensive Plan is not intended to be parcel specific and the proposed I-PD zoning will be consistent with Institutional zoning of neighboring properties to the south and west, which are utilized by the Oshkosh Area School District.

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 at 108 West New York Avenue and property located at the Southeast corner of West Custer Avenue and Kentucky Street (parcel 1500740100) on August 20, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Ms. Propp, Ms. Davey, Mr. Loewenstein, Mr. Bowen, Ms. Scheuermann, Mr. Kiefer, and Mr. Perry reported visiting the site.

Staff report accepted as part of the record.

The applicant requests a zone change from the existing Institutional district (I) and Single Family Residential-9 district (SR-9) to Institutional district with a Planned Development Overlay (I-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 subject area includes the former Merrill School site and a vacant residential parcel north of that, with frontage on West New York Avenue, Kentucky Street, Central Street, and West Custer Avenue. The applicant is requesting to have both of these lots rezoned to Institutional district with a Planned Development Overlay (I-PD). The Oshkosh Area School District (OASD) owns both of the properties. The zone change will allow them to combine these two properties into one, tear down the existing school building,

and establish athletic facilities, for the neighboring Vel Philips Middle School, without providing additional parking.

Staff recommends approval of the zone change with the findings listed in the staff report.

Mr. Perry opened up technical questions to staff.

Mr. Perry opened the public hearing and asked if the applicant wanted to make any statements.

Jim Fox, representing the OASD at 1404 South Main Street in Oshkosh, made himself available for questions. The OASD has decided to go with decorative fencing along West New York Avenue.

Mr. Perry asked if other members of the public wished to speak.

Ethan Newby, of 302 West New York Avenue in Oshkosh, stated his driveway comes onto Kentucky Street. That street currently does not allow parking. He wants to know if there will be any on-street parking allowed and/or a two-way lane road.

Mr. Slusarek stated the OASD believes they will not need much on-street parking based on having the on-site parking at the school.

Mr. Gierach stated as part of the original Vel Philips Middle School development, the OASD did a pretty intensive traffic impact analysis (TIA) of the area with the changes they were looking to make. Part of that analysis was to flip the one-way pairs on Kentucky Street and Central Street to help facilitate the traffic drop off and student pedestrian access to the school. Removal of the on-street parking was done for safety. I do not see Kentucky being changed to a two-way as there is not enough right-of-way for it. On-street parking is something that may be considered. We can work with the Transportation Director to see if there is any availability, but as of right now there is no plan for any changes.

Ms. Propp wondered if there was on-street parking on New York Street.

Mr. Gierach stated he thinks there is, but would have to look to verify.

Charles Williams, of 1416 Menominee Drive in Oshkosh, has concerns with if there is enough room for this facility. He wants to know if setbacks are being reduced. There is no parking, no lighting, and will it be big enough for what they're going to do there.

Mr. Slusarek stated they are meeting all of the setbacks. They are under on the hard surface requirements, actually about half of what they'd be allowed for impervious surfaces.

Mr. Perry 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 Scheuermann.

Mr. Perry asked if there was any discussion on the motion.

Motion carried 7-0.



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

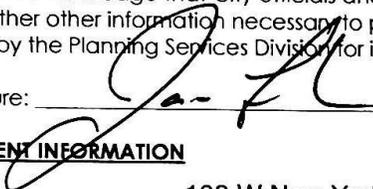
Petitioner: Point of Beginning, Inc.; Geno Carlson, Project Designer Date: 07/08/2024
Petitioner's Address: 4941 Kirschling Ct City: Stevens Point State: WI Zip: 54481
Telephone #: () 715-344-9999 Email: genoc@pobinc.com Contact preference: Phone Email
Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer
Petitioner's Signature (required):  Date: 07/08/2024

OWNER INFORMATION

Owner(s): Oshkosh Area School District; James Fochs, Facilities Director Date: 07/08/2024
Owner(s) Address: 215 S Eagle St City: Oshkosh State: WI Zip: 54902
Telephone #: () 920-424-0135 Email: james.fochs@oshkosh.k12.wi.us 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: 7-2-24 

ZONING AND DEVELOPMENT INFORMATION

Address/Location of Rezoning Request: 108 W New York Ave
Tax Parcel Number(s): 91500740100, 91500680000
Rezone property from: I (Institutional) to I-PD (Institutional Planned Development Overlay)
Purpose for Rezoning: To construct new middle school athletics site.
Describe existing property development and land use: Current site of Merrill Elementary School
Describe proposed development and/or proposed land use: Track & Field, football/soccer field, basketball courts, Storage Building.
Proposed time schedule for development and/or use of the property: Construction: Spring 2025

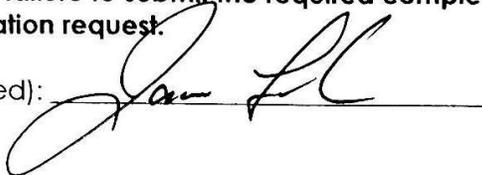
Zoning Adjacent to the Site: North: SR-9
South: SR-5
East: SR-9
West: I-PD, SR-9

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: 7-2-24

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.

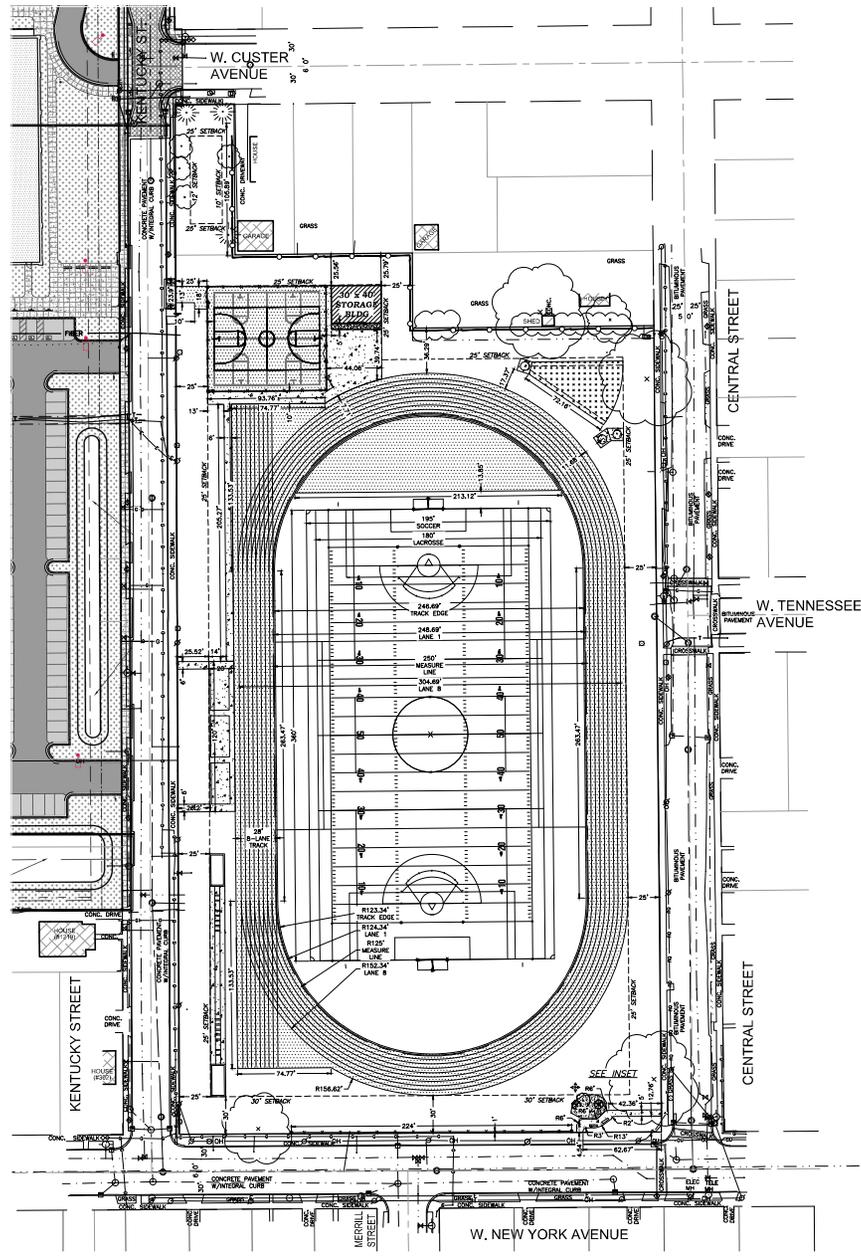
Neighborhood opinion is an important factor in the decision-making process. If the proposed development is expected to have significant impact on other properties, the petitioner may be required to conduct a neighborhood meeting to solicit public input prior to action by the Plan Commission and City 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 <https://www.ci.oshkosh.wi.us/CommunityDevelopment/>



GENERAL NOTES:

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
2. GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
3. ALL REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LOCAL MUNICIPAL AND DEPARTMENT OF NATURAL RESOURCES REGULATIONS.
4. SEE SHEET C-2.0 FOR ALL REQUIRED EROSION CONTROL ELEMENTS.
5. ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR AND INCLUDED IN THE BASE BID CONTRACT.
6. VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF DEMOLITION/CONSTRUCTION. BIDDERS SHALL VISIT THE SITE AND REVIEW EXISTING CONDITIONS PRIOR TO THE BID DATE.
7. PRIOR TO STARTING WORK, VERIFY WITH THE LOCAL AUTHORITIES THAT ALL REQUIRED PERMITS HAVE BEEN ACQUIRED.
8. COORDINATE CONSTRUCTION IN THE RIGHT OF WAY WITH THE LOCAL AUTHORITIES.
9. PROVIDE PROPER BARRICADES, SIGNS, AND TRAFFIC CONTROL TO MAINTAIN THRU TRAFFIC ALONG ADJACENT STREETS IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS.
10. SIDEWALK JOINTS SHALL BE INSTALLED AS INDICATED OR AS APPROVED BY THE CONSTRUCTION MANAGER.
11. ALL NEW CONCRETE PAVEMENT AND CURB ON ADJACENT STREET SHALL BE TIED IN WITH 24" #5 DWEL BAR @ MIN. 12" O/C AND EMBEDDED MIN. 12".
12. ALL GENERAL LANDSCAPE AREAS SHALL BE SEEDED, FERTILIZED, AND CRIMP HAY MULCHED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

REVISION	
CHECKED	OC
DRAWN	OC
DATE	07/08/2024
PROJECT NO.	23.0008

**SITE LAYOUT
DIMENSION PLAN**

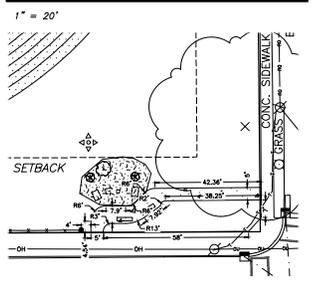
**OSHKOSH AREA SCHOOL DISTRICT
MERRILL ELEMENTARY SCHOOL
CITY OF OSHKOSH
WINNEBAGO CO., WISCONSIN**

Civil Engineering
Land Surveying
Landscape Architecture
4941 Kocourek Court
Stevens Point, WI 54481
715.344.9999 (PH) 715.344.9922 (FX)



SHEET
C2.1

INSET



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ZONE CHANGE/GDP/SIP
108 W NEW YORK AVE
& 0 W CUSTER AVE
PC: 8.20.2024

KNOLL INVESTMENTS LLC
W1962 PLEASANT AVE
MARKESAN WI 53946-8819

MARTIN HOLDINGS LLC
325 WILSON ST
AMHERST WI 54406-9114

PINE APARTMENTS IV LLC
3389 COUNTY ROAD A
OSHKOSH WI 54901-1414

RICHARD A WARRICK JR
2436 CLOVER ST
OSHKOSH WI 54901-1548

MASON A C MENDINA
KASSIDY B MITTELSTADT
33 W CUSTER AVE
OSHKOSH WI 54901-2935

WESLEY/JAMES/PENNY KOTTKE
117 W CUSTER AVE
OSHKOSH WI 54901-2936

INGRID F TSCHECH
127 W CUSTER AVE
OSHKOSH WI 54901-2936

SHANE G/SUSAN K LUFT
133 W CUSTER AVE
OSHKOSH WI 54901-2936

PETER & KATHERIN MEYERSON
104 W CUSTER AVE
OSHKOSH WI 54901-2937

STEVEN DUBINSKI
114 W CUSTER AVE
OSHKOSH WI 54901-2937

FRANK R/KAREN STIEG
30 W CUSTER AVE
OSHKOSH WI 54901-2984

JOHN P/SHARON C JONES
1222 CENTRAL ST
OSHKOSH WI 54901-3748

TRAVIS N JAGODZINSKI
1323 CENTRAL ST
OSHKOSH WI 54901-3749

DONALD FLOWERS
1329 CENTRAL ST
OSHKOSH WI 54901-3749

PETER H/JESSICA L ZABORSKI
1320 CENTRAL ST
OSHKOSH WI 54901-3750

GRANT DAVIS
NICOLE M BOEHLER
1326 CENTRAL ST
OSHKOSH WI 54901-3750

NATAY/ADRIA WARREN
1330 CENTRAL ST
OSHKOSH WI 54901-3750

STEVEN J BRUSS
1219 KENTUCKY ST
OSHKOSH WI 54901-3753

NICHOLAS L TRAVIS
1156 MERRILL ST
OSHKOSH WI 54901-3756

BRANDON D/CASSIE M SCHUTT
32 W NEW YORK AVE
OSHKOSH WI 54901-3758

JASON R MENTZEL
113 W NEW YORK AVE
OSHKOSH WI 54901-3759

STEVEN G/DIANE LEACH
121 W NEW YORK AVE
OSHKOSH WI 54901-3759

NEIL M DEATON
203 W NEW YORK AVE
OSHKOSH WI 54901-3761

JULIE NICKOLAI
209 W NEW YORK AVE
OSHKOSH WI 54901-3761

JASON M LLOYD
213 W NEW YORK AVE
OSHKOSH WI 54901-3761

HARTMAN FAMILY IRR TRUST
219 W NEW YORK AVE
OSHKOSH WI 54901-3761

JACOB KENNY
309 W NEW YORK AVE
OSHKOSH WI 54901-3762

ETHAN NEWBY
BRIANNA DAUBERT
302 W NEW YORK AVE
OSHKOSH WI 54901-3763

ANN M SCHOEN
33 W TENNESSEE AVE
OSHKOSH WI 54901-3764

LORI A MADES
30 W TENNESSEE AVE
OSHKOSH WI 54901-3765

R & C RENTALS LLC
PO BOX 825
OSHKOSH WI 54903-0825

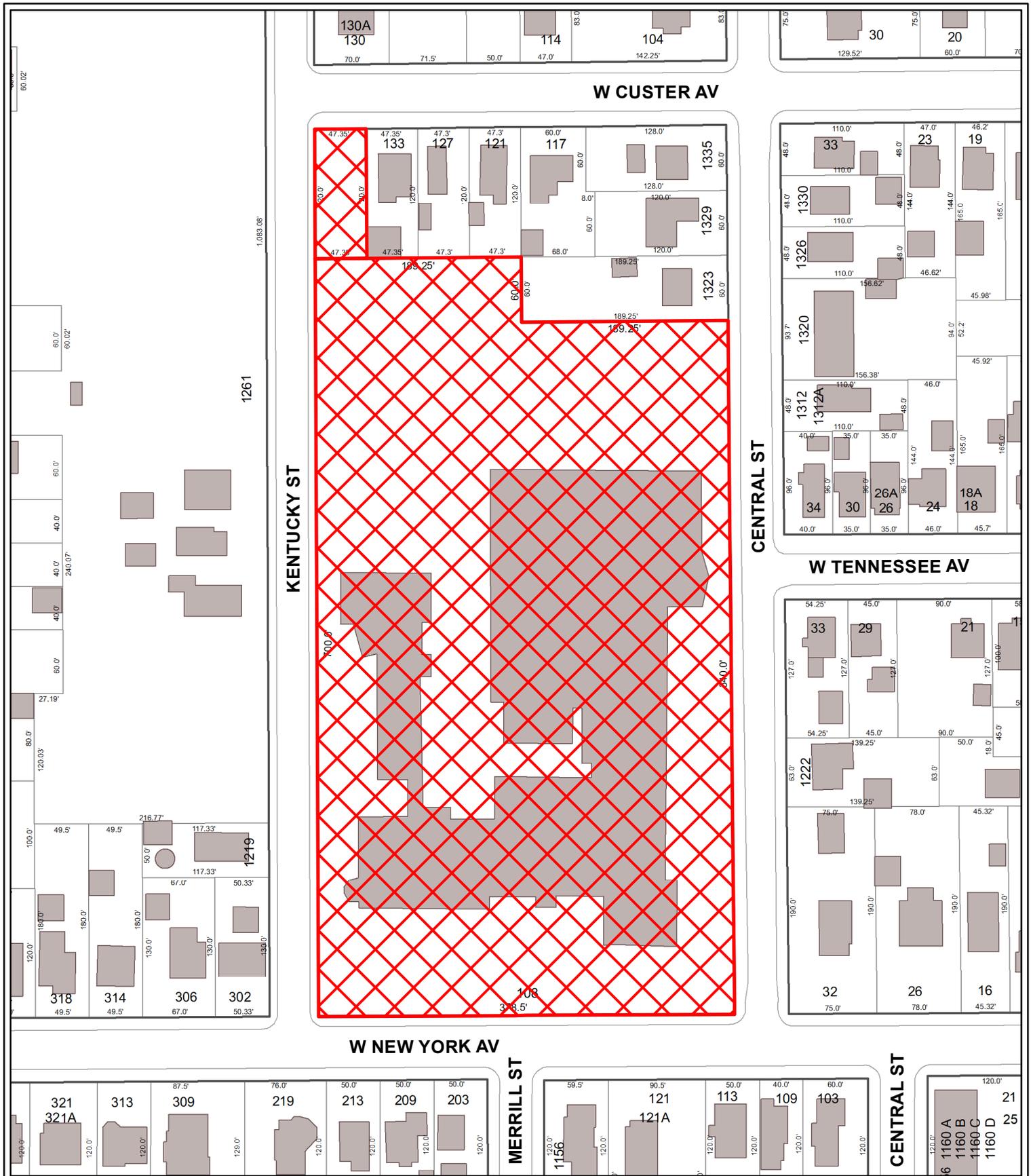
OSH AREA SCHOOL DISTRICT
PO BOX 3048
OSHKOSH WI 54903-3048

PEPPLER PROPERTIES LLC
PO BOX 3301
OSHKOSH WI 54903-3301

BERHOLTZ RENTAL PROP LLC
1804 N OAKWOOD RD
OSHKOSH WI 54904-8445

ROBERT J/THERESA J RUBIN
283 CURRANT CT
OMRO WI 54963-1826

HIST JACKSON NBHD ASSOC
C/O SHIRLEY BRABENDER MATTOX
1313 JACKSON ST
OSHKOSH WI 54901-2938



BASE 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

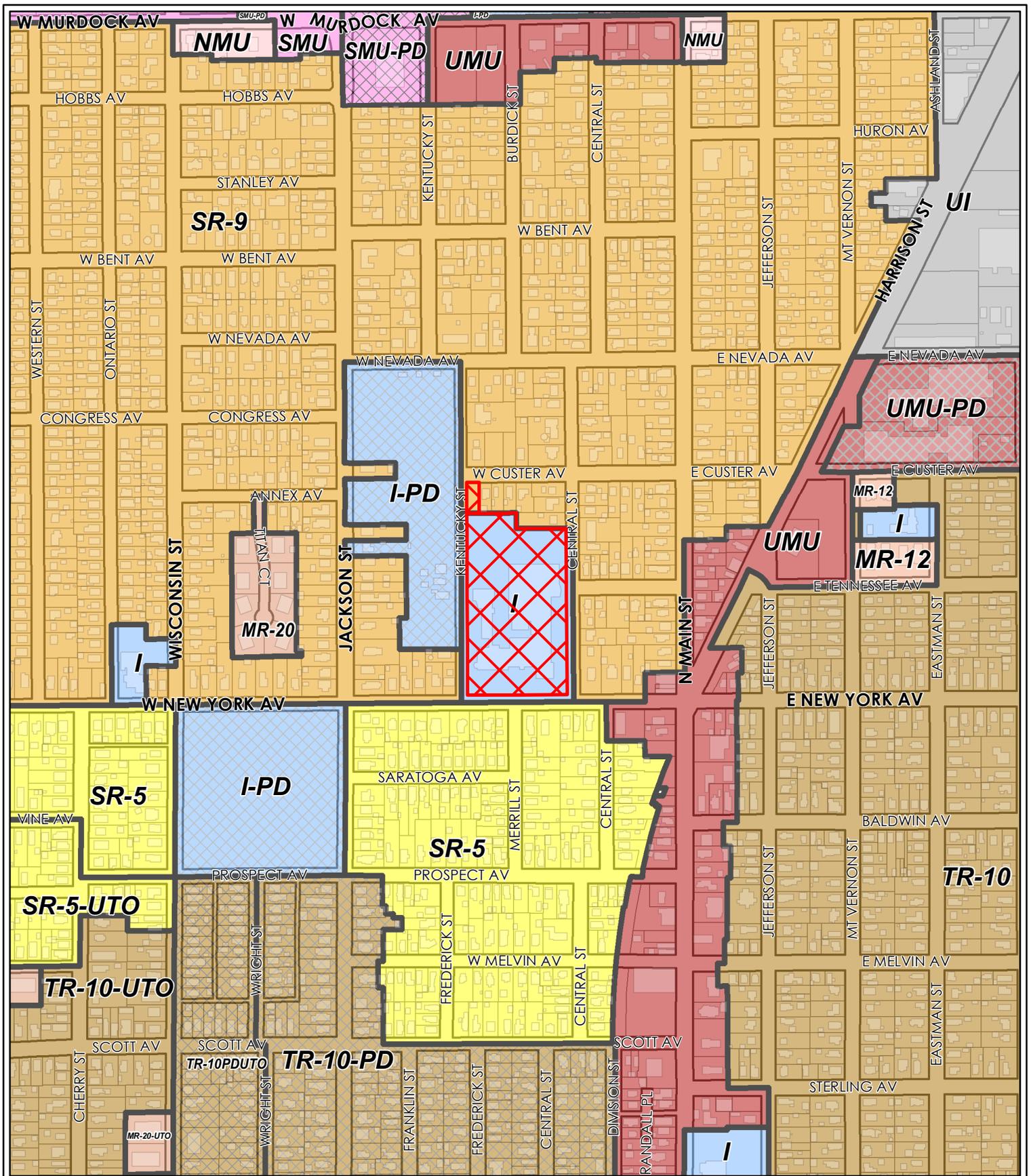


1 in = 0.02 mi
1 in = 120 ft

Printing Date: 7/18/2024

Prepared by: City of Oshkosh, WI





ZONING MAP

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1 in = 0.09 mi
1 in = 500 ft

Printing Date: 7/18/2024

Prepared by: City of Oshkosh, WI





TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: September 24, 2024
SUBJECT: Ord 24-519 Amend Section 27A-8 of the Municipal Code Pertaining to Through Street Designation (Scott Avenue) (Transportation Committee Recommends Approval)

BACKGROUND

Approve a stop sign at the intersection of Division Street and Scott Avenue (Division stops for Scott)

There is a residence on the northwest corner of this intersection that has been hit several times over the years. The resident of the property requested that Division Street be dead-ended at Scott Avenue. Staff reviewed this request as well as other viable options.

ANALYSIS

There have been a few crashes near this intersection. However, most of them involved extenuating circumstances such as driving under the influence and fleeing police. I believe a reasonable solution is to install a stop sign at this intersection. It may not prevent all incidents but should help to mitigate the problem.

BOARD/COMMISSION INFORMATION

The Transportation Committee expressed support of this recommendation at the August meeting after roll-call vote (5-0).

FISCAL IMPACT

The fiscal impact of this ordinance change is the cost of a stop sign and steel pole which will be absorbed into the sign operations budget.

RECOMMENDATION

I recommend approval.

Attachments

Ord 24-519

9/24/2024
SECOND READING

24-519 ORDINANCE

9/10/2024
FIRST READING

24-504 ORDINANCE

CARRIED

6-0

PURPOSE: AMEND SECTION 27A-8 OF THE MUNICIPAL CODE PERTAINING TO THROUGH STREET DESIGNATION (SCOTT AVENUE)

INITIATED BY: TRANSPORTATION DEPARTMENT

TRANSPORTATION COMMITTEE RECOMMENDATION: Approved

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-8 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO THROUGH STREET DESIGNATION

WHEREAS, the Transportation Department recommends designating Scott Avenue as the through street at its intersection with Division Street.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. That Section 27A-8 pertaining to through street designations of the Oshkosh Municipal Code is hereby amended as follows:

A-8 THROUGH STREET DESIGNATED

Add Thereto: Scott Avenue at its intersection with Division Street

SECTION 2. This ordinance shall be in full force and effect from and after its passage, publication and placement of the appropriate signage.

SECTION 3. Publication Notice. Please take notice that the City of Oshkosh enacted ordinance #24-519 on September 24, 2024, DESIGNATES SCOTT AVENUE AS THE THROUGH STREET AT ITS INTERSECTION WITH DIVISION STREET (A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-8 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO THROUGH STREET DESIGNATION). The ordinance designates Scott Avenue as the through Street at its intersection with Division Street.

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.



TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: September 24, 2024
SUBJECT: *Ord 24-520 Amend Sections 27A-8 and 27A-10 of the Municipal Code to Designate W. 12th Avenue as a Through Street at the Intersection of W. 12th Avenue and Minnesota Street (Transportation Committee Recommends Approval)

BACKGROUND

As the result of recent traffic crashes, numerous residents have requested this intersection be converted from yield to stop controlled on Minnesota Street at W. 12th Avenue.

ANALYSIS

Recent crash reports reveal that there have been 3 crashes at this intersection this year. All 3 crashes were the result of failing to yield. There is also a building right up to the right of way line, which impedes the view of oncoming traffic. For these reasons, a stop-controlled intersection is warranted.

FISCAL IMPACT

The fiscal impact of these ordinances is the cost of signage. The signage cost would come out of the Sign Department operational budget.

RECOMMENDATION

I recommend that the Common Council approve these modifications to Section 27A-10 Yield Right of Way Intersection Designated and Section 27A-8 Through Street Designated of the Municipal Code.

Attachments

Ord 24-520

PURPOSE: AMEND SECTIONS 27A-8 AND 27A-10 OF THE MUNICIPAL CODE TO DESIGNATE W. 12TH AVENUE AS A THROUGH STREET AT THE INTERSECTION OF W. 12TH AVENUE AND MINNESOTA STREET (TRANSPORTATION COMMITTEE RECOMMENDS APPROVAL)

INITIATED BY: TRANSPORTATION DEPARTMENT

RECOMMENDATION: TRANSPORTATION COMMITTEE - APPROVED

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-10 YIELD RIGHT OF WAY AND 27A-8 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO THROUGH STREET DESIGNATION

WHEREAS, the Transportation Department recommends approval to convert intersection of Minnesota Street and W. 12th Avenue from yield-controlled to stop-controlled.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. That Sections 27A-10 and 27A-8 pertaining to yield right of way and through street designated of the Oshkosh Municipal Code are hereby amended as follows:

A-10 YIELD RIGHT OF WAY

Delete Therefrom: Minnesota Street at its intersection with W 12th Avenue as Yield Controlled

A-8 THROUGH STREET DESIGNATED

Add Thereto: W 12th Avenue at its intersection with Minnesota Street designated as through street.

SECTION 2. This ordinance shall be in full force and effect from and after its passage, publication and placement of the appropriate signage.

SECTION 3. Publication Notice. Please take notice that the City of Oshkosh enacted ordinance #24-XXX on October 8th, 2024 CONVERTING INTERSECTION FROM YIELD-CONTROLLED TO STOP-CONTROLLED. (A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-10 YIELD RIGHT OF WAY AND 27A-8 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO THROUGH STREET DESIGNATION). The ordinance will amend intersection of Minnesota Street and W. 12th Avenue to designate W 12th Avenue as a through street with Minnesota Street traffic stopping at the intersection.

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.



TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: September 24, 2024
SUBJECT: *Ord 24-521 Amend Section 27A-11 of the Municipal Code to Remove a Bus Loading Zone on Hazel Street and a Handicap Parking Area on Melvin Avenue Due to Relocation of the School Facilities in and Around the New Menominee Elementary School Site (Transportation Committee Recommends Approval)

BACKGROUND

With the completion of the new Menominee School, two changes are requested based on the new layout. The bus loading zone on Hazel Street is no longer needed, as the buses load on Melvin Avenue. Additionally, the handicap parking area on Melvin Avenue is no longer needed as that function is accommodated in the parking lot. The Transportation Committee recommends approval (5-0).

ANALYSIS

These requests were made by the Oshkosh Area School District Facilities Manager and make sense with the traffic flow of the new school.

FISCAL IMPACT

The fiscal impact of these ordinances is the cost of signage. The signage cost would come out of the Sign Department operational budget.

RECOMMENDATION

I recommend that the Common Council approve these modifications to Section 27A-5 (Loading Zones) of the Municipal Code pertaining to loading zones.

Attachments

Ord 24-521

PURPOSE: AMEND SECTION 27A-11 OF THE MUNICIPAL CODE TO REMOVE A BUS LOADING ZONE ON HAZEL STREET AND A HANDICAP PARKING AREA ON MELVIN AVENUE DUE TO RELOCATION OF THE SCHOOL FACILITIES IN AND AROUND THE NEW MENOMINEE ELEMENTARY SCHOOL SITE (TRANSPORTATION COMMITTEE RECOMMENDS APPROVAL)

INITIATED BY: TRANSPORTATION DEPARTMENT

RECOMMENDATION: TRANSPORTATION COMMITTEE - APPROVED

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-11 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS

WHEREAS, the Transportation Committee recommends approval to amend loading zone and parking regulations around the Menominee Elementary School.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. That Section 27A-11 of the Oshkosh Municipal Code pertaining to parking regulations on designated streets and alleys is hereby amended as follows:

A-11 UPDATE PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS:

Melvin Avenue

Delete Therefrom: Handicapped parking, south side, from 65 feet west of Hazel Street to Hazel Street.

Delete Therefrom: No parking, stopping, standing, waiting – bus loading zone, south side, from 65 feet west of Hazel Street to 20 feet east of Oak Street.

Add Thereto: No parking, stopping, standing, waiting – bus loading zone, south side, from Hazel Street to 20 feet east of Oak Street.

Hazel Street

Delete Therefrom: No parking, stopping standing, waiting – bus loading zone between 7:00 a.m. and 4:00 p.m. on school days, west side, from 296 feet south of Melvin Avenue to Siewart Trail.

Delete Therefrom: Loading zone, west side, from 60 feet south of Melvin Avenue to 296 feet south of Melvin Avenue between 7:00 a.m. and 4:00 p.m. on school days.

Add Thereto: Loading zone, west side, from 60 feet south of Melvin to Siewert Trail between 7:00 a.m. and 4:00 p.m.

SECTION 2. This ordinance shall be in full force and effect from and after its passage, publication and placement of the appropriate signage.

SECTION 3. Publication Notice. Please take notice that the City of Oshkosh enacted ordinance #24-XXX on October 8, 2024 AMEND LOADING ZONE AND PARKING REGULATIONS AROUND THE MENOMINEE ELEMENTARY SCHOOL. (A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-11 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS). This ordinance replaces the handicapped parking area on Melvin Avenue with an extended bus loading zone and removes the bus loading zone on Hazel Street replacing it with an extended loading zone.

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.



TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: September 24, 2024
SUBJECT: *Ord 24-522 Amend Section 27A-11 of the Municipal Code to Change No Parking Restriction on Algoma Blvd in Front of University of Wisconsin Oshkosh Albee Hall from No Parking to 60-Minute Parking (Transportation Committee Recommends Approval)

BACKGROUND

This no-parking area is no longer needed due to the recent bus route changes implemented on 8/1/24. UWO requested it to be changed to 60-minute parking instead.

ANALYSIS

The recommended change removes no parking that is no longer needed and adds 60-minute parking.

BOARD/COMMISSION INFORMATION

The Transportation Committee recommends approval after roll-call vote (5-0) at their September 10, 2024, meeting.

FISCAL IMPACT

The fiscal impact of these ordinances is the cost of signage. The signage cost would come out of the Sign Department operational budget.

RECOMMENDATION

I recommend that the Common Council approve these modifications to Section 27A-11 of the Municipal Code pertaining to parking regulations on designated streets and alleys.

Attachments

Ord 24-522

PURPOSE: AMEND SECTION 27A-11 OF THE MUNICIPAL CODE TO CHANGE NO PARKING RESTRICTION ON ALGOMA BLVD IN FRONT OF UNIVERSITY OF WISCONSIN OSHKOSH ALBEE HALL FROM NO PARKING TO 60-MINUTE PARKING (TRANSPORTATION COMMITTEE RECOMMENDS APPROVAL)

INITIATED BY: TRANSPORTATION DEPARTMENT

RECOMMENDATION: TRANSPORTATION COMMITTEE - APPROVED

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-11 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS

WHEREAS, the Transportation Committee recommends approval to amend parking on Algoma Blvd. in front of Albee Hall from No Parking to 60-minute parking.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. That Section 27A-11 of the Oshkosh Municipal Code pertaining to parking regulations on designated streets and alleys is hereby amended as follows:

A-11 UPDATE PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS:

Algoma Blvd.

Delete Therefrom: Remove no parking designation in front of Albee Hall.

Add Thereto: Replace with 60-minute parking designation

SECTION 2. This ordinance shall be in full force and effect from and after its passage, publication and placement of the appropriate signage.

SECTION 3. Publication Notice. Please take notice that the City of Oshkosh enacted ordinance #24-XXX on October 8, 2024 ADD UPDATING PARKING REGULATIONS ON ALGOMA BOULEVARD. (A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-11 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS). The ordinance will amend parking on Algoma Blvd. in front of Albee Hall from No Parking to 60-minute parking.

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.



TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: September 24, 2024
SUBJECT: *Ord 24-523 Amend Section 27A-11 of the Municipal Code Update Parking Regulations on Nebraska Street and 10th Avenue Adjacent to Grace Lutheran Church and School (Transportation Committee Recommends Approval)

BACKGROUND

Convert the 10-minute parking on Nebraska, west side, from 140 feet north of 10th Avenue on school days (7:00am-3:00pm) to 4-hour parking. Convert the no parking on 10th Avenue, north side, to 30-minute parking from 7:00am-4:00pm on school days. These changes are proposed following input and discussions with Grace Lutheran Church and School, and will better meet their operational needs without a negative impact on the surrounding neighborhood.

ANALYSIS

The recommended change will convert 10-minute parking on Nebraska, west side, to 4-hour parking during school hours, and also convert the no parking on 10th Avenue, north side, to 30 minute parking during school hours.

BOARD/COMMISSION INFORMATION

The Transportation Committee recommends approval after a roll-call vote (5-0) at the September 10, 2024, meeting.

FISCAL IMPACT

The fiscal impact of these ordinances is the cost of signage. The signage cost would come out of the Sign Department operational budget.

RECOMMENDATION

I recommend that the Common Council approve these modifications to Section 27A-11 of the Municipal Code pertaining to parking regulations on designated streets and alleys.

Attachments

Ord 24-523

PURPOSE: AMEND SECTION 27A-11 OF THE MUNICIPAL CODE UPDATE PARKING REGULATIONS ON NEBRASKA STREET AND 10TH AVENUE ADJACENT TO GRACE LUTHERAN CHURCH AND SCHOOL (TRANSPORTATION COMMITTEE RECOMMENDS APPROVAL)

INITIATED BY: TRANSPORTATION DEPARTMENT

RECOMMENDATION: TRANSPORTATION COMMITTEE - APPROVED

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-11 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS

WHEREAS, the Transportation Committee recommends approval to amend parking regulations surrounding Grace Lutheran School on Nebraska Street and 10th Avenue.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. That Section 27A-11 of the Oshkosh Municipal Code pertaining to parking regulations on designated streets and alleys is hereby amended as follows:

A-11 UPDATE PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS:

Nebraska

Delete Therefrom: 10-minute parking west side, from 140' north of 10th Avenue to 9th Avenue on school days between 7:00 a.m. and 3:00 p.m.

Add Thereto: 4-hour parking, west side from 140 feet north of 10th Avenue to 9th Avenue on school days between 7:00 a.m. and 4:00 p.m.

10th Avenue

Delete Therefrom: No parking, north side, adjacent to Grace Lutheran School between 7:00 a.m. and 4:00 p.m. on school days.

Add Thereto: 30-minute parking north side, adjacent to Grace Lutheran School between 7:00 a.m. and 4:00 p.m. on school days.

SECTION 2. This ordinance shall be in full force and effect from and after its passage, publication and placement of the appropriate signage.

SECTION 3. Publication Notice. Please take notice that the City of Oshkosh enacted ordinance #24-XXX on October 8, 2024 ADD UPDATING PARKING REGULATIONS ON NEBRASKA STREET AND 10TH AVENUE. (A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-11 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS). The ordinance will amend the parking regulations surrounding Grace Lutheran School on Nebraska Street and 10th Avenue.

The full text of the ordinance may be obtained at the Office of the City Clerk, 215 Church Ave and through the website at www.oshkoshwi.gov Phone: 920/236-5011.



TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: September 24, 2024
SUBJECT: *Ord 24-524 Adopt Parking Lot Maps and Associated Regulations within Appendix 27B of the Municipal Code for the Rec Department, Grand South and 200 West Parking Lots (Transportation Committee Recommends Approval)

BACKGROUND

As parking enforcement increased, the demand for permit stalls in the Grand South and 200 West parking lots has increased. Additionally, the need for some 2-hour stalls in the Rec Department parking lot has arisen.

ANALYSIS

Based on the usage of these lots, reallocating some of the parking stalls should accommodate the additional demand.

BOARD/COMMISSION INFORMATION

The Transportation Committee recommends approval after roll-call vote (5-0) at the September 10, 2024 meeting.

FISCAL IMPACT

The fiscal impact of this ordinance is the cost of signage. The signage cost would come out of the Sign Department operational budget.

RECOMMENDATION

I recommend that the Common Council approve these modifications to Section 27B of the Municipal Code pertaining to the parking lot regulations in the Recreation Department, Grand South, and 200 West parking lots.

Attachments

Ord 24-524
Map_Rec Department Lot
Map_Grand South Lot
Map_200 West Lot

PURPOSE: AMEND PARKING LOT MAPS AND ASSOCIATED REGULATIONS WITHIN APPENDIX 27B OF THE MUNICIPAL CODE FOR THE REC DEPARTMENT, GRAND SOUTH AND 200 WEST PARKING LOTS (TRANSPORTATION COMMITTEE RECOMMENDS APPROVAL)

INITIATED BY: TRANSPORTATION DEPARTMENT

RECOMMENDATION: TRANSPORTATION COMMITTEE - APPROVED

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING APPENDIX 27B OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS WITHIN CITY OWNED PARKING LOTS IN RELATION TO THE RECREATION DEPARTMENT, GRAND SOUTH, AND 200 WEST PARKING LOTS

WHEREAS, the demand for permit parking and short-term stalls within certain city parking lots has increased and it is necessary to adopt updated parking maps in Chapter 27 Appendix B to establish parking regulations and designate parking stalls; and

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. The maps for the Recreation Department, Grand South and 200 West Parking Lots within Appendix 27B of the City of Oshkosh Municipal Code are hereby repealed and recreated as attached.

SECTION 2. This ordinance shall be in full force and effect from and after its passage, publication and placement of the appropriate signage.

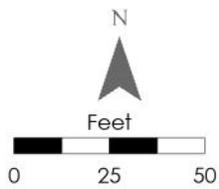
SECTION 3. Publication Notice. Please take notice that the City of Oshkosh enacted ordinance #24-XXX on October 8, 2024 ADOPT PARKING LOT MAPS & ASSOCIATED REGULATIONS IN THE RECREATION DEPARTMENT, GRAND SOUTH, AND 200 WEST PARKING LOTS (A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING APPENDIX 27B OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS WITHIN CITY OWNED PARKING LOTS). The ordinance amends parking regulations within the recreation department, Grand South and 200 West Parking Lots.

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.



P-12 - Recreation Department Lot - 425 Division Street

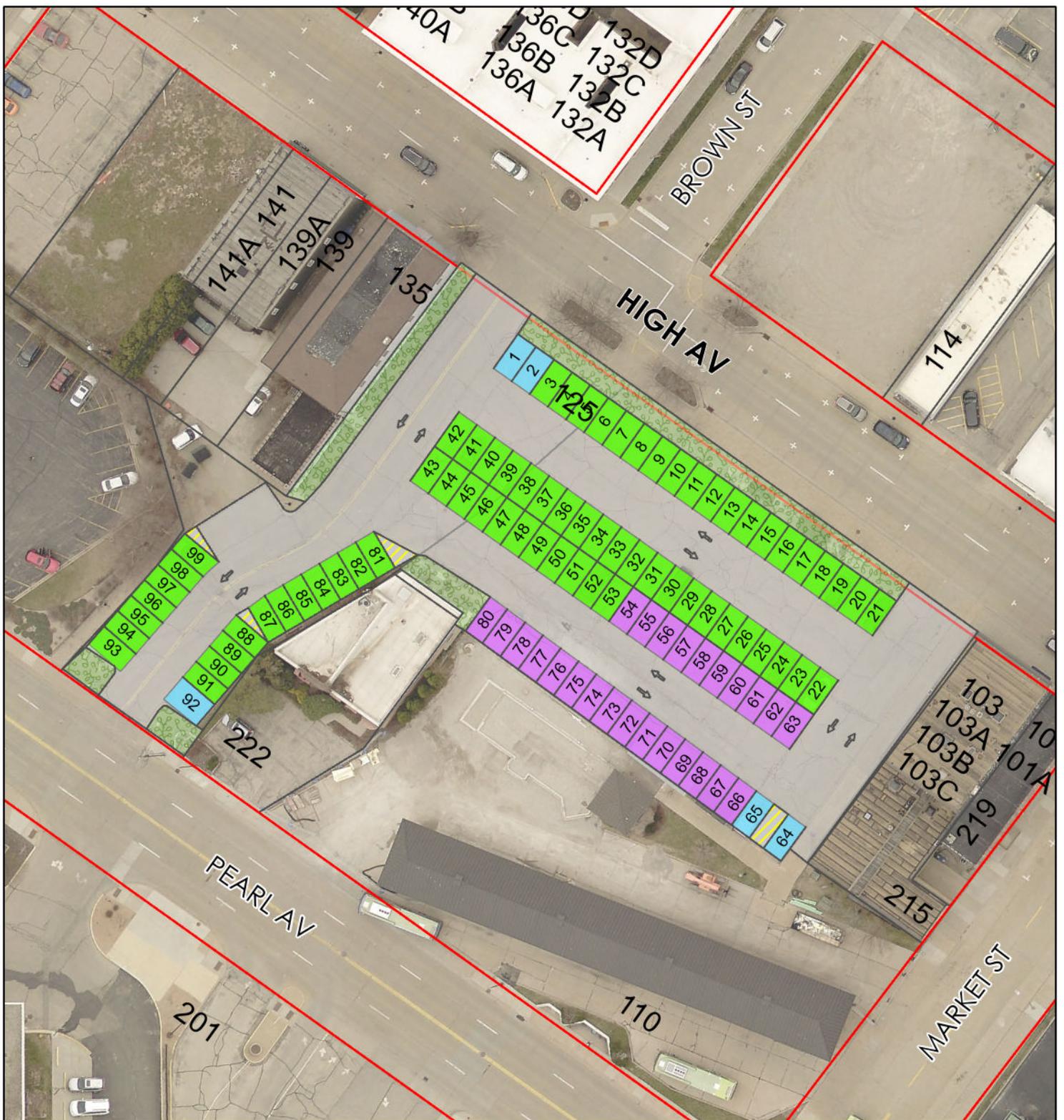
- Handicap (2 Stalls)
- Permit or Lease (17 Stalls)
- Reserved (21 Stalls)
- Time - 2 Hour Free (9 Stalls)



Printing Date: 9/16/2024
 Prepared by:
 City of Oshkosh, WI

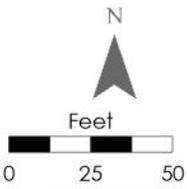


The City of Oshkosh creates and maintains GIS maps and data for its own use. They may show the approximate relative location of property, boundaries and other feature from a variety of sources. These map(s)/datasets are provided for information purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes. They are provided "AS-IS" without warranties of any kind and the City of Oshkosh assumes no liability for use or misuse.



P-05 - Grand South Lot - 125 High Avenue

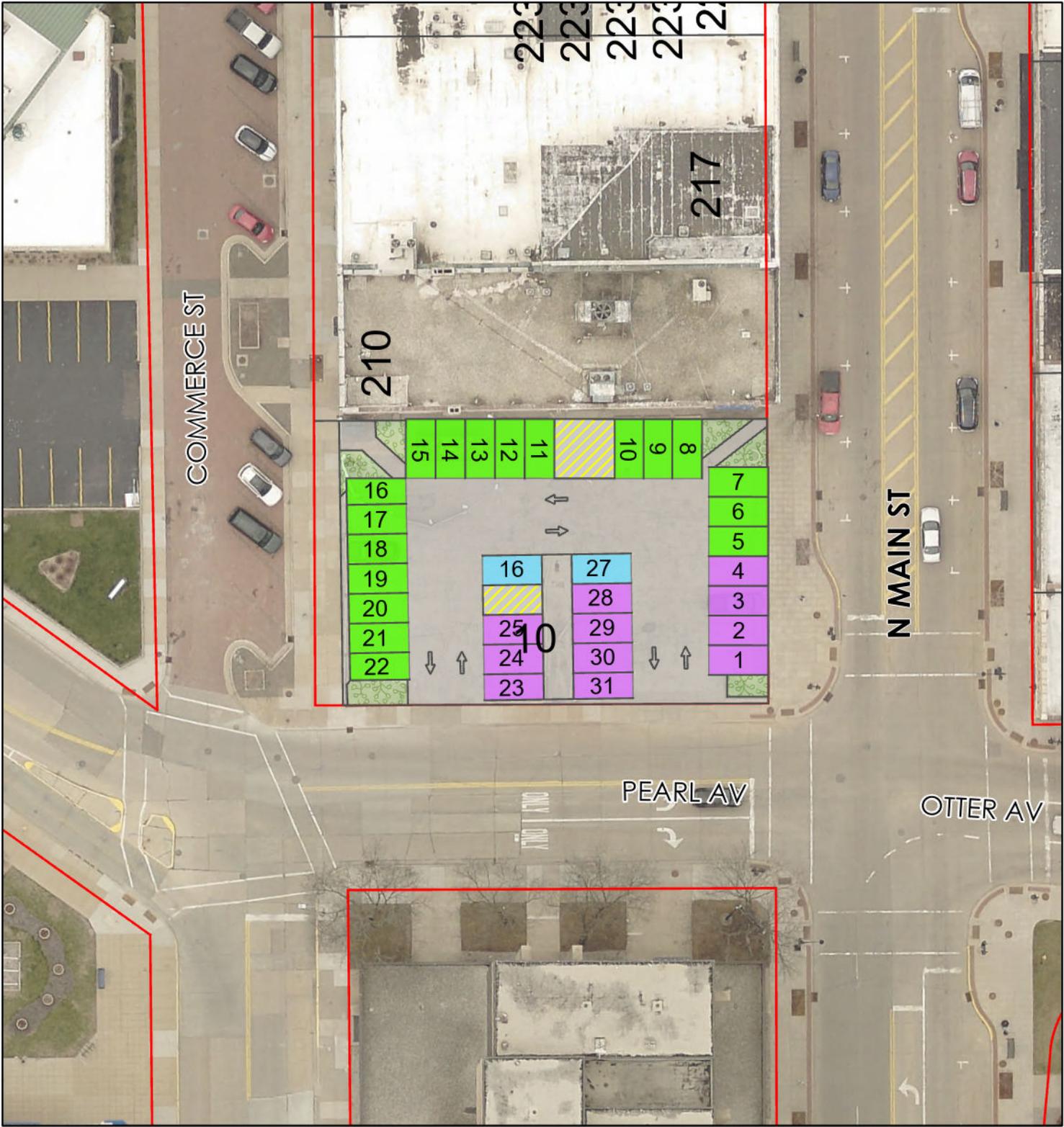
- Handicap (5 Stalls)
- Permit or Lease (25 Stalls)
- Time - 2 Hour Free (69 Stalls)



Printing Date: 9/13/2024
 Prepared by:
 City of Oshkosh, WI

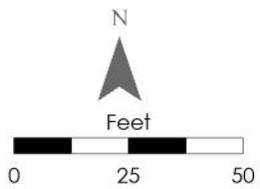


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P-11 - 200 West Lot - 10 Pearl Avenue

- Handicap (2 Stalls)
- Permit or Lease (11 Stalls)
- Time - 2 Hour Free (18 Stalls)



Printing Date: 9/16/2024
 Prepared by:
 City of Oshkosh, WI



The City of Oshkosh creates and maintains GIS maps and data for its own use. They may show the approximate relative location of property, boundaries and other feature from a variety of sources. These map(s)/datasets are provided for information purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes. They are provided "AS-IS" without warranties of any kind and the City of Oshkosh assumes no liability for use or misuse.



TO: Honorable Mayor and Members of the Common Council
FROM: Mark Lyons, Planning Services Manager
DATE: September 24, 2024
SUBJECT: *Ord 24-525 Approve Zone Change from Neighborhood Mixed Use District (NMU) to Neighborhood Mixed Use District with a Planned Development Overlay (NMU-PD) at 1700 Oregon Street (Plan Commission Recommends Approval)

BACKGROUND

The subject site is a .64-acre property with frontage on Oregon Street and West 17th Avenue. The site contains a parking lot, one 30'x60' garage, and a roughly 7,000 square foot mixed use building that was previously used as a tavern (with kitchen) and banquet hall; formally known as Witzke's Bar Food & Banquet Hall. The second floor (above the tavern) contains one (1) apartment. In 2005, the banquet hall, kitchen, storage, and ADA bathroom were added to the existing building. In recent years, parts of the building experienced weather-related damages and has since been closed. The current owners have begun making necessary repairs to make the building safe and useable again. The surrounding area consists primarily of residential uses along with a few mixed-use buildings within the immediate intersection of Oregon Street and West 17th Avenue. The 2040 Comprehensive Land Use Plan recommends Neighborhood Commercial land use for the subject site.

ANALYSIS

The applicant is requesting a zone change from the existing Neighborhood Mixed Use District (NMU) designation to a Neighborhood Mixed Use District with a Planned Development Overlay (NMU-PD). The requested Planned Development Overlay designation is intended to allow for flexibility in the zoning ordinance; in this scenario, to allow for the property to contain a first-floor residential unit in a mixed-use building that is more than 30% of the total ground floor area. The applicant has submitted plans to convert the existing banquet hall into a single apartment and to repair the existing tavern and second floor apartment. Staff is supportive of the proposed zone change as it will be consistent with NMU-PD zoning of neighboring property to the east. The 2040 Comprehensive Land Use Plan has the property slated for Neighborhood Commercial Use. The Planned Development Overlay will allow for changes and improvements to the site which otherwise may not occur. A neighborhood meeting was held on Thursday, September 5th, 2024 and three neighbors attended the meeting and voiced no concerns with the proposed project.

RECOMMENDATION

The Plan Commission recommended approval of the requested zone change at 1700 Oregon Street Avenue with findings on September 17, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

Ord 24-525
Rezone - 1700 Oregon St

PURPOSE: APPROVE ZONE CHANGE FROM NEIGHBORHOOD MIXED USE DISTRICT (NMU) TO NEIGHBORHOOD MIXED USE DISTRICT WITH A PLANNED DEVELOPMENT OVERLAY (NMU-PD) AT 1700 OREGON STREET

INITIATED BY: RH DESIGN BUILD

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 1700 Oregon Street from Neighborhood Mixed Use District (NMU) to Neighborhood Mixed Use District with a Planned Development Overlay (NMU-PD). The subject property, 1700 Oregon Street, is more particularly described as follows:

BEING THE WEST 150.25 FEET OF LOTS 5 & 6 OF CLEMENT AND DOTY'S SUBDIVISION OF LOT 3, RECORDED IN VOLUME 2, PAGE 9, WINNEBAGO COUNTY REGISTER OF DEEDS AND ½ OF THE ADJACENT RIGHTS-OF-WAY OF OREGON STREET AND W. 17TH AVENUE, ALL LOCATED IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 25, 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-XXX APPROVE ZONE CHANGE FROM NEIGHBORHOOD MIXED USE DISTRICT (NMU) TO NEIGHBORHOOD MIXED USE DISTRICT WITH A PLANNED DEVELOPMENT OVERLAY (NMU-PD) on October 8, 2024. This ordinance changes the zoning of the property located at 1700 Oregon Street from Neighborhood Mixed Use District (NMU) to Neighborhood Mixed Use District with a Planned Development Overlay (NMU-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 NEIGHBORHOOD MIXED USE DISTRICT (NMU) TO NEIGHBORHOOD MIXED USE DISTRICT WITH A PLANNED DEVELOPMENT OVERLAY (NMU-PD) AND APPROVAL OF A GENERAL DEVELOPMENT PLAN AND SPECIFIC IMPLEMENTATION PLAN FOR A MIXED USE BUILDING AT 1700 OREGON STREET

Plan Commission Meeting of September 17, 2024

GENERAL INFORMATION

Applicant: RH Design Build

Owner: Chris Morth

Action(s) Requested:

The applicant requests a zone change from the existing Neighborhood Mixed Use District (NMU) to Neighborhood Mixed Use District with a Planned Development Overlay (NMU-PD). The applicant also requests approval of a General Development Plan and Specific Implementation Plan to allow for a mixed use building.

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 is a .64-acre property with frontage on Oregon Street and West 17th Avenue. The site contains a parking lot, one 30'x60' garage, and a roughly 7000 square foot mixed use building that was previously used as a tavern (with kitchen) and banquet hall; formally known as Witzke's Bar Food & Banquet Hall. The second floor (above the tavern) contains an apartment. In 2005 the banquet hall, kitchen, storage, and ADA bathroom were added to the existing building. In recent years parts of the building experienced weather related damages and has since been closed. The current owners have begun making necessary repairs to make the building safe and useable again. The surrounding area consists primarily of residential uses along with a few mixed use buildings within the immediate intersection of Oregon Street and West 17th Avenue. The 2040 Comprehensive Land Use Plan recommends Neighborhood Commercial land use for the subject site.

Subject Site

<i>Existing Land Use</i>	<i>Zoning</i>
Neighborhood Mixed Use District	NMU

<i>Recognized Neighborhood Organizations</i>
N/A

Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Mixed Use	NMU
South	Residential	SR-9
East	Multi-Family Residential	NMU-PD
West	Residential & Mixed Use	NMU

<i>Comprehensive Plan Land Use Recommendation</i>	<i>Land Use</i>
2040 Comprehensive Land Use Recommendation	Neighborhood Commercial

ANALYSIS

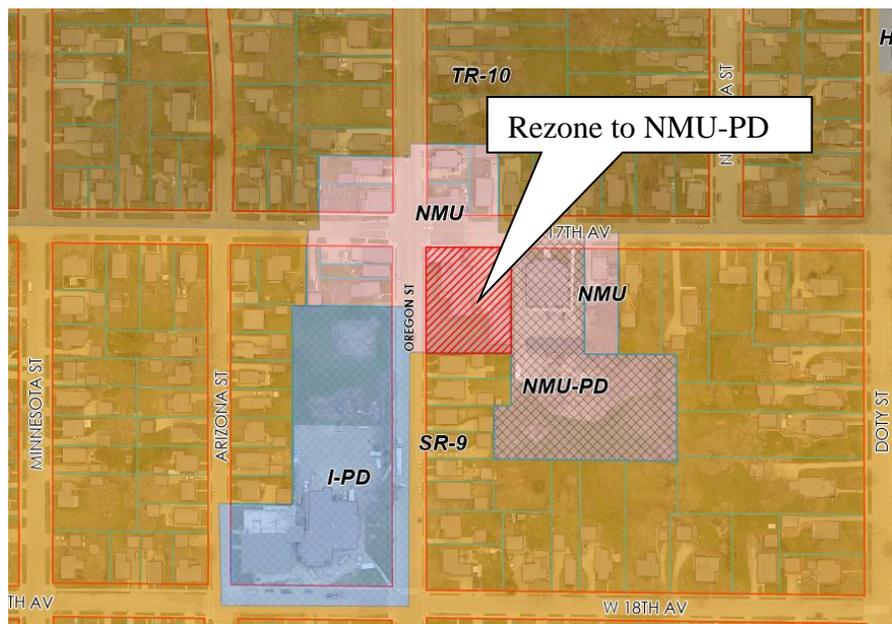
Zone Change

The applicant is requesting a zone change from the existing Neighborhood Mixed Use District (NMU) designation to a Neighborhood Mixed Use District with a Planned Development Overlay (NMU-PD). The requested Planned Development Overlay designation is intended to allow for flexibility in the zoning ordinance; in this scenario, to allow for the property to contain a first floor residential unit in a mixed use building that is more than 30% of the total ground floor area. The applicant has submitted plans to convert the existing banquet hall into a single apartment and to repair the existing tavern and second floor apartment. The applicant is requesting Planned Development approval to allow expansion of the properties residential use, which will be addressed as a General Development Plan (GDP) and Specific Implementation Plan (SIP) review to follow.

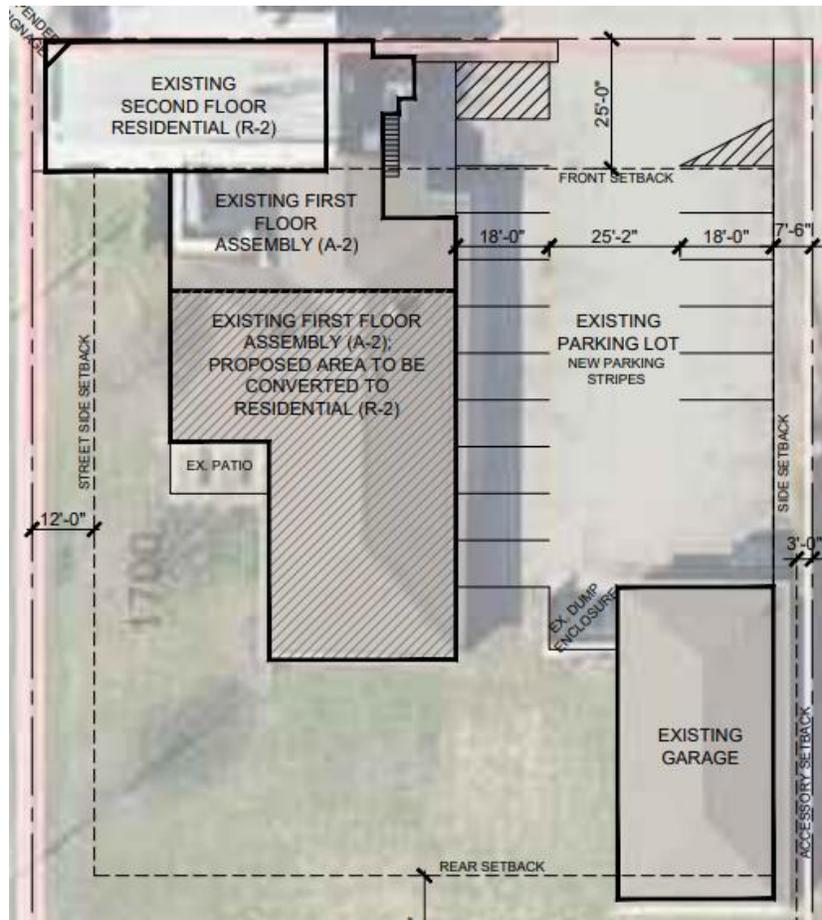
Staff is supportive of the proposed zone change as it will be consistent with NMU-PD zoning of neighboring property to the east. The 2040 Comprehensive Land Use Plan has the property slated for Neighborhood Commercial Use. The Planned Development Overlay will allow for changes and improvements to the site which otherwise may not occur.

Use

The current use of the primary building at 1700 West 17th Avenue is closed and vacant due to weather related damages over the past few years. According to the applicant the property previously operated as Witzke’s Bar Food & Banquet Hall,



which existed on the first floor. The primary building also contains an apartment on the second floor. The applicant plans to remodel the entire building to make it a functional tavern again and is proposing to convert the existing banquet hall into a first floor apartment. If approved, the property will have two apartments and a tavern and the banquet hall will no longer exist. A neighborhood meeting was held on Thursday, September 5th, 2024 and three neighbors attended the meeting. No one had any objections to the proposed project.



Approximate calculations show the proposed new apartment to be roughly 3150 square feet in size and the total ground floor area to be roughly 6000 square feet. Residential units on the ground floor of a mixed use building cannot exceed 30% of the total ground floor area and therefore a Base Standard Modification (BSM) is needed to allow for the additional apartment unit. Staff is supportive of a BSM to allow the additional apartment as it is consistent with the existing use of other properties in the area and the minor increase in the number of residents should not negatively impact the surrounding area. Furthermore, the additional unit will serve in providing more needed housing in Oshkosh and, in comparison to the existing banquet hall, there should be less vehicle traffic with a residential unit in its place.

Site Design

No changes are being proposed to the existing site design as only interior changes are being made for the additional apartment unit.

Signage

No additional signage is being proposed.

Site Lighting

No additional lighting is being proposed for the site.

Landscaping

No additional landscaping is being proposed.

Storm Water Management/Utilities

The Department of Public Works has noted that site plan approval is needed for any site improvements, such as utility changes on the exterior of the building that require excavation.

Building Facades

No changes are being proposed to the existing building facades.

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.

(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.

Staff recommends approval of the zone change, General Development Plan, and Specific Implementation Plan with the findings listed above and the following condition:

1. Base Standard Modification (BSM) to allow for more than 30% of the ground floor area to be a residential land use in a mixed use building.

Plan Commission recommended approval of the rezone with the findings on September 17, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Mr. Bowen and Ms. Propp reported visiting the site.

Staff report accepted as part of the record.

The applicant requests a zone change from the existing Neighborhood Mixed Use District (NMU) to Neighborhood Mixed Use District with a Planned Development Overlay (NMU-PD). The applicant also requests approval of a General Development Plan (GDP) and Specific Implementation Plan (SIP) to allow for a mixed-use building.

Mr. Nielsen 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 a .64-acre parcel with frontage on Oregon Street and West 17th Avenue. The site contains a parking lot, one 30'x60' garage, and a roughly 7,000 square foot commercial building that was previously used as a tavern (with kitchen) and banquet hall; formally known as Witzke's Bar Food & Banquet Hall. The second floor (above the tavern) contains an apartment. In 2005 the banquet hall, kitchen, storage, and ADA bathroom were added to the existing building. In recent years, apparently there have been some weather-related damages which caused the building to be closed. The current owners have started making the necessary repairs to make it safe and useable again.

The applicant is requesting a zone change to allow for the GDP, which will be needed in order to allow for the ground floor unit to exceed 30% of the total ground floor area. The applicant has submitted plans to convert the existing banquet hall into a single apartment and to repair the existing tavern and second floor apartment. Staff is supportive of this because the NMU-PD zoning will be consistent with the neighboring property to the east. The Planned Development Overlay will allow for changes and improvements to the site which otherwise may not occur.

The applicant plans to remodel the entire building to make it a functional tavern again and is proposing to convert the existing banquet hall into a first-floor apartment. If approved, the property will have two apartments and a tavern, and the banquet hall will no longer exist. A neighborhood meeting was held on Thursday, September 5th, 2024 and three neighbors attended the meeting. No one had any objections to the proposed project.

The proposed new apartment is roughly 3,150 square feet in size and the total ground floor area is to be roughly 6,000 square feet. A Base Standard Modification (BSM) will be needed to allow that area to exceed the 30% for ground floor residential area. Staff is supportive of the BSM request to allow for that ground floor area to exceed 30%.

Mr. Lyons stated this is a great example of looking at ways to support more housing in the city, in a non-traditional sense. Unfortunately using the Plan Development (PD) is the way we have to do it today. This could be another opportunity where we need to look at the code and see how we can promote housing in non-traditional ways. When the code was written in 2017 and we capped ground floor residential at 30% it made sense during that climate. Knowing the housing challenges we face now, as a community like most, these are some of the things we may want to look at changing in the code to make it easier to do and add housing units.

Mr. Perry opened up technical questions to staff.

Mr. Perry opened the public hearing and asked if the applicant wanted to make any statements.

Susan Hirschberg, of RH Design Build in Oshkosh, (applicant) wanted to elaborate on what was said. The owner plans to occupy the first-floor unit, so they would be essentially watching over the tavern and running it, which helps with the neighborhood. It also decreases the amount of traffic, by eliminating the assembly space. She thinks it is a win for the area.

Ms. Propp asked if exterior improvements are planned.

Chris Morth, of 611 Oregon Street, (owner) stated they will be cleaning up the building and yard to make it a nice facility internally and externally. We want to have a nice establishment, and want to be closed by 10pm or 11pm. We plan to make things nicer outside. A new roof will be installed, railings will be cleaned up, back steps will be replaced, and some exterior areas will be painted to make it look beautiful again.

Ms. Propp stated her main concern is paint needed on the turret/tower.

Mr. Morth stated there is a lot of history with the building, and they want to make it look as good as it possibly can. They want to keep the character to it.

Mr. Nielsen stated the applicant did not propose any additional signage, lighting, or landscaping. If they want to, that can be addressed at Site Plan Review.

Mr. Perry asked if any members of the public wished to speak. There being none, Mr. Perry closed the public hearing.

There was no closing statement from the applicant.

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

Seconded by Belville.

Mr. Perry asked if there was any discussion on the motion.

Motion carried 6-0.



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: SUSAN HIRSCHBERG, RH DESIGN BUILD Date: 8/5/24
Petitioner's Address: 1951 BOWEN ST City: OSHKOSH State: WI Zip: 54901
Telephone #: (920) 231-1619 Email: SUSAN@RHDESIGNBUILD.com Contact preference: Phone Email
Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer
Petitioner's Signature (required): [Signature] Date: 8/2/24

OWNER INFORMATION

Owner(s): CHRIS MORTH Date: 8/5/24
Owner(s) Address: 611 OREGON ST City: OSHKOSH State: WI Zip: 54902
Telephone #: (920) 450-9939 Email: CRISLINHOLDINGS@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: 8-2-24

ZONING AND DEVELOPMENT INFORMATION

Address/Location of Rezoning Request: 1700 OREGON ST OSHKOSH WI 54902
Tax Parcel Number(s): 1400120000
Rezone property from: NMU to NMU-PD
Purpose for Rezoning: CONVERTING PORTION OF BUILDING TO RESIDENTIAL

Describe existing property development and land use: FIRST FLOOR WREST USE IS BAR/BANQUET WITH SECOND FLOOR AS RESIDENTIAL, DETACHED GARAGE

Describe proposed development and/or proposed land use: FIRST FLOOR BANQUET TO BE CONVERTED TO ANOTHER RESIDENTIAL UNIT.

Proposed time schedule for development and/or use of the property: 2024 WINTER / 2025 SPRING

Zoning Adjacent to the Site:
North: NMU, TRIO BEYOND
South: SR-9
East: NMU, SR-9 BEYOND
West: I-PD/NMU, SR-9 BEYOND

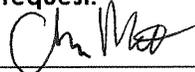
Sign _____ Staff _____ Date Rec'd _____

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)

- 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: 8-2-25

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/>



Project: Witzke Tavern
Address: 1700 Oregon St, Oshkosh WI 54902

Existing Conditions:

The property currently has two buildings located on it with a parking lot stretching between the two and exiting to the north. One building is strictly utilized as detached garage/storage space while the other building had previously a Tavern known as 'Witzke's Bar Food & Banquet Hall' that has been closed and on the partial second floor is a residential unit. The rest of the site is green space with sidewalks along both sides of this corner lot.

Proposed Project:

We propose converting a portion of the first floor into a residential unit, keeping the bar area and remodeling the banquet hall portion as residential. This reduces the traffic to the site from its previous use and new parking stripe's will be applied with more than the required number of stalls provided, currently there are no parking stripe's on the lot. No additional sitework is needed. All existing plantings will remain alongside the buildings. The existing dumpster enclosure shall remain as is. No work for the garage - materials may be stored here for protection during the construction of the new residential unit. No work or use change in the remaining bar portion. Existing outdoor patio to be used exclusively as part of new first floor residential unit. Green space to remain as is, used by residential units. Bar will not be hosting events and banquets outdoors in green space.



SITE PLAN
SCALE: 1" = 20'-0"

(G) Density, Intensity, and Bulk Regulations for the (NMU) Neighborhood Mixed Use District.

	Requirement	
Minimum Lot Area	7,200 square feet for single family or two flat dwelling units. 1,200 square feet per dwelling unit for all other dwelling unit types. Nonresidential: 7,200 square feet	
Maximum Impervious Surface Ratio	50 percent	
Minimum Lot Width	60 feet	
Minimum Lot Depth	100 feet	
Minimum Lot Frontage at Right-of-Way	40 feet	
Minimum Front Setback	25 feet	
Minimum Street Side Setback (on corner lots)	25 feet. May be reduced to 12 feet if Side Setback is maintained.	
Minimum Side Setback	7 1/2 feet*	
Minimum Rear Setback	25 feet	
Maximum Principal Building Height	Lesser of 35 feet or 2 1/2 stories	
Minimum Principal Building Separation	10 feet	
Minimum Pavement Setback (lot line to pavement, excludes driveway entrances)	Meet minimum setbacks for principal structures	
Minimum Garage Door Setback to Alley (if applicable)	10 feet	
Minimum Parking Required	See Article III	
Accessory Buildings:		
	Residential	
	Nonresidential	
Minimum Front Setback	Even with or behind the principal structure	60 feet and at least 5 feet behind the principal structure
Minimum Side Setback	3 feet	0 or 5 feet
Minimum Rear Setback	3 feet	25 feet
Maximum Height	Lesser of 18 feet or 1 story	Lesser of 18 feet or 1 story

*For legal Twin Houses and Townhouses on separate lots, the interior side setback adjacent to the shared lot line shall be 0 feet.

BUILDING AREAS IBC SECTION 506

ASSEMBLY A-2: 6,000 SQFT + .75 INCREASE = 10,500 SQFT
 RESIDENTIAL R-2: 7,000 SQFT + .75 INCREASE = 12,250 SQFT

MIXED OCCUPANCY RATIO IBC SECTION 506.2.4

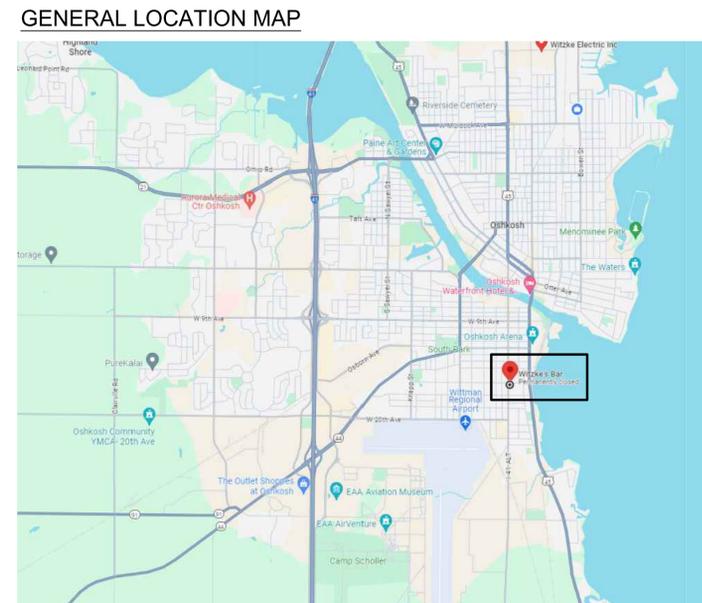
	A2	R2	TOTAL	RATIO (<1)
FIRST FLOOR:	2,803 SQFT	3,107 SQFT	5,910 SQFT	0.52
SECOND FLOOR:	0 SQFT	1,335 SQFT	1,335 SQFT	0.11

SITE AREAS

SITE AREA: 27,946 SQFT
 ALLOWED IMPERVIOUS: 13,973 SQFT (50%)
 EXISTING & PROPOSED: +/-14,725 SQFT (52.7%)

PARKING REQUIREMENTS

COMMERCIAL (1 PER 300 SQFT) = 10 STALLS
 RESIDENTIAL (1 PER UNIT)(2 UNITS TOTAL) = 2 STALLS
 PARKING STALLS PROVIDED = 15 STALLS



**PRELIMINARY
FOR ESTIMATING ONLY
NOT FOR CONSTRUCTION**

RH DESIGN BUILD LLC

1951 BOWEN STREET
 OSHKOSH, WI 54901
 P 920.231.1919
 F 920.231.1715
 RHdesignbuild.com

**MORTH
1700 OREGON ST
OSHKOSH, WI 54902**

C1.0 SITE PLAN

PROJECT NO.: 240469

DATE	DESCRIPTION

ZONE CHANGE/GDP/SIP
1700 OREGON STREET
PC: 9.17.2024

TABITHA BUHROW
128 W 17TH AVE
OSHKOSH WI 54902-6938

DOMINIC A SHAFFER
134 W 17TH AVE
OSHKOSH WI 54902-6938

KYLIE A WENHARDT
166 W 17TH AVE
OSHKOSH WI 54902-6938

TROPICAL TIDE LLC
945 NICOLET AVE
OSHKOSH WI 54901-1633

STEPHANIE J MATAIC
1676 OREGON ST
OSHKOSH WI 54902-6922

DENISE M ODONNELL
122 W 17TH AVE
OSHKOSH WI 54902-6938

DAVID K RYNO
1671 OREGON ST
OSHKOSH WI 54902-6921

NILLA D OEHLKE
500 S MADISON ST
WAUPUN WI 53963-2007

AMY S NITZ
214 W 17TH AVE
OSHKOSH WI 54902-6908

MAOSHETON YANG
KA B THAO
1734 OREGON ST
OSHKOSH WI 54902-6924

BENJAMIN P SCHMIDT
1730 OREGON ST
OSHKOSH WI 54902-6924

JAMES L POLLNOW
1724 OREGON ST
OSHKOSH WI 54902-6924

RENEE L NEMITZ
1720 OREGON ST
OSHKOSH WI 54902-6924

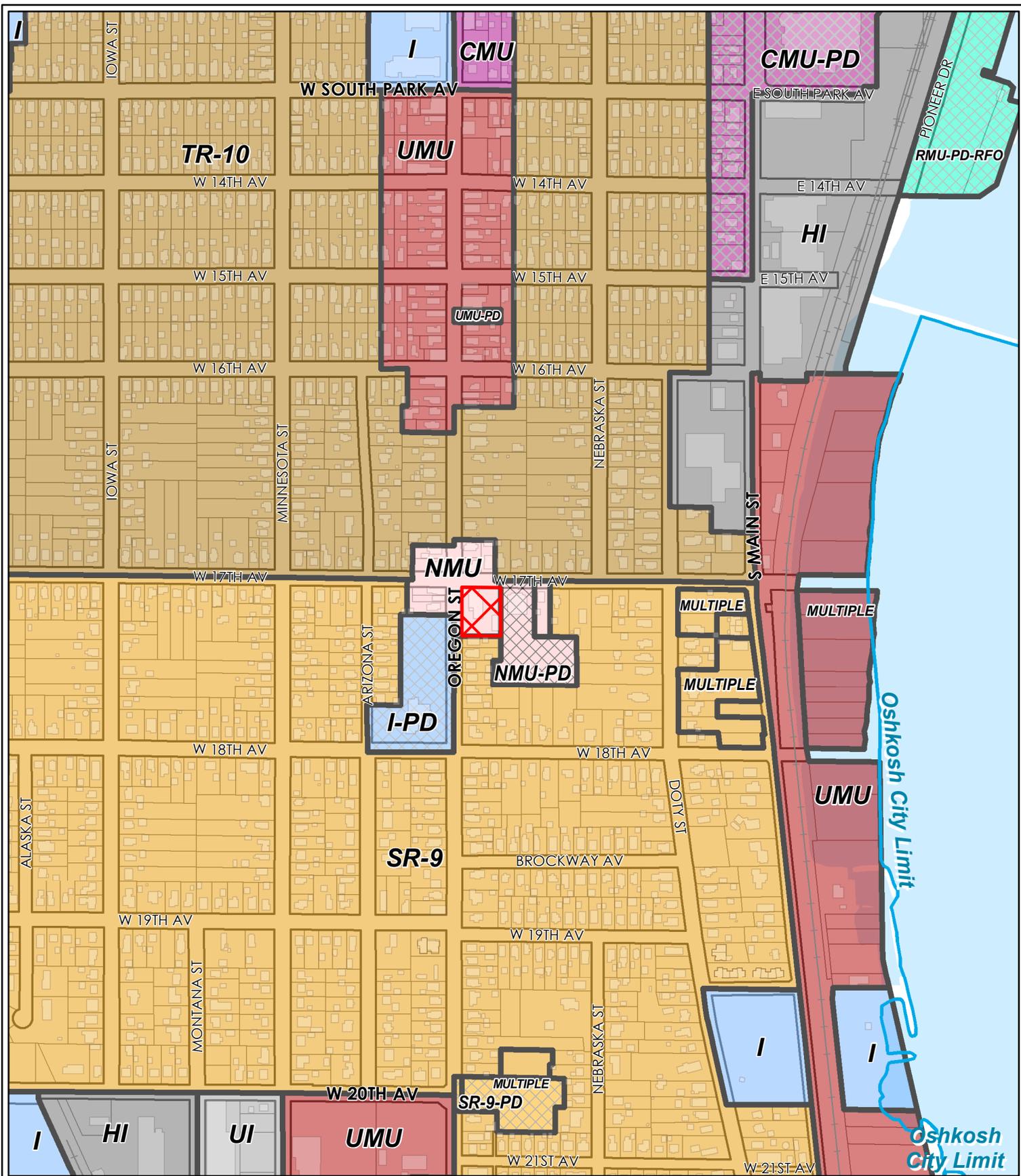
CLBA HOLDINGS LLC
611 OREGON ST
OSHKOSH WI 54902-5965

GENERAL CONTR SERVICES
PO BOX 3306
OSHKOSH WI 54903-3306

DB NAT AVE PROPERTIES LLC
1101 SPRUCE ST
WEST BEND WI 53090-5451

MICHAEL K/CONNIE K DAY
1014 EVANS ST
OSHKOSH WI 54901-3967

SMITH SCHL LOFTS OSH LLC
230 OHIO ST STE 200
OSHKOSH WI 54902-5825



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



1 in = 0.09 mi
1 in = 500 ft

Printing Date: 8/26/2024

Prepared by: City of Oshkosh, WI





TO: Honorable Mayor and Members of the Common Council
FROM: Mark Lyons, Planning Services Manager
DATE: September 24, 2024
SUBJECT: Res 24-526 Approve General Development Plan and Specific Implementation Plan for Athletics Facility at 108 West New York Avenue and Property Located at the Southeast Corner of West Custer Avenue and Kentucky Street (Parcel 1500740100)

BACKGROUND

The subject area included in the zone change request consists of two parcels totaling 5.93 acres, with frontage on West New York Avenue, Kentucky Street, Central Street, and West Custer Avenue. The property located at 108 West New York Avenue is the former Merrill School site and the property located at the southeast corner of West Custer Avenue and Kentucky Street is a vacant residential property. The surrounding area consists of residential uses and Vel Phillips Middle School to the west. The 2040 Comprehensive Plan recommends Community Facility use for the former Merrill School property and Light Density Residential for the vacant residential property.

ANALYSIS

The applicant is proposing to demolish the former Merrill School building for construction of an athletics facility which will include track & field, football/soccer field, basketball courts, and a storage building. According to the applicant, the site will primarily be used by students from the adjacent school but will also be available for general use by the public. The site is intended to be a general purpose athletics area and is not specifically intended for competition use. The proposed active outdoor recreation use is permitted in the Institutional district (I).

A neighborhood meeting was held on August 13, 2024. Neighbors in attendance had several questions, including questions related to facility amenities, public access, fencing, lighting, surfacing and general use of the site. The neighbors did not voice opposition to the proposed use or design of the site.

The applicant is requesting a Base Standard Modification (BSM) to allow 0 parking stalls on-site where code requires a minimum of 75 parking spaces. Staff does not have concerns with the BSM request as the field will primarily be used by students and sufficient parking is available at the Vel Phillips Middle School site for after school activities.

BOARD/COMMISSION INFORMATION

The August 20, 2024, Plan Commission meeting included discussion related to on-street parking. During the hearing, a neighboring resident with driveway access on Kentucky Street asked if there will be on-street parking allowed on Kentucky Street. Public Works informed him that on-street parking may be considered, but there currently are no plans for any changes. The attached minutes provide further information related to their comments.

SITE PLAN REVISIONS

During the September 10, 2024, Common Council meeting, Council voiced concerns regarding the applicant's request for Base Standard Modification (BSM) for the proposed fencing style along the south property line and the proposed landscaping plan. As a result of that discussion, the applicant has updated their proposed development plan regarding both fencing and landscaping. The revised plan is now in full compliance with the ordinance requirements for fencing and landscaping. Therefore, Base Standard Modifications are no longer necessary for those aspects of the development plan.

FISCAL IMPACT

Approval of this project would not result in an increase in the assessed property value as the property is exempt. The applicant is anticipating spending approximately \$1.9 million on the project.

RECOMMENDATION

The Plan Commission recommended approval of the requested General Development Plan and Specific Implementation Plan with findings and conditions at 108 West New York Avenue and property located at the Southeast corner of West Custer Avenue and Kentucky Street (parcel 1500740100) on August 20, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

Res 24-526

GDP-SIP - Athletic Field

Memorial Garden Conceptual Plans (as shown during meeting)

CARRIED, as amended

5-1

PURPOSE: APPROVE GENERAL DEVELOPMENT PLAN AND SPECIFIC IMPLEMENTATION PLAN FOR ATHLETICS FACILITY AT 108 WEST NEW YORK AVENUE AND PROPERTY LOCATED AT THE SOUTHEAST CORNER OF WEST CUSTER AVENUE AND KENTUCKY STREET (PARCEL 1500740100)

INITIATED BY: POINT OF BEGINNING, INC.

PLAN COMMISSION RECOMMENDATION: Approved

WHEREAS, the Plan Commission finds that the General Development Plan and Specific Implementation Plan for athletics facility at 108 West New York Avenue and property located at the southeast corner of West Custer Avenue and Kentucky Street (parcel 1500740100), 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 athletics facility at 108 West New York Avenue and property located at the southeast corner of West Custer Avenue and Kentucky Street (parcel 1500740100), 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.

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 for an athletics facility at 108 West New York Avenue and property located at the southeast corner of West Custer Avenue and Kentucky Street (parcel 1500740100):

1. Base Standard Modification (BSM) to allow 0 parking stalls.
2. Plan Commission to review the amended Specific Implementation Plan for the memorial space.

ITEM: GENERAL DEVELOPMENT PLAN AND SPECIFIC IMPLEMENTATION PLAN FOR ATHLETICS FACILITY AT 108 WEST NEW YORK AVENUE AND PROPERTY LOCATED AT THE SOUTHEAST CORNER OF WEST CUSTER AVENUE & KENTUCKY STREET (PARCEL 1500740100)

Plan Commission Meeting of August 20, 2024

GENERAL INFORMATION

Applicant: Point of Beginning, Inc.

Owner: Oshkosh Area School District

Action(s) Requested:

The petitioner requests General Development Plan and Specific Implementation Plan approval for an athletics facility.

Applicable Ordinance Provisions:

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

Background Information Property Location and Type:

The subject area included in the zone change request consists of two parcels totaling 5.93 acres, with frontage on West New York Avenue, Kentucky Street, Central Street, and West Custer Avenue. The property located at 108 West New York Avenue is the former Merrill School site and the property located at the southeast corner of West Custer Avenue and Kentucky Street is a vacant residential property. The surrounding area consists of residential uses and Vel Philips Middle School to the west. The 2040 Comprehensive Plan recommends Community Facility use for the former Merrill School property and Light Density Residential for the vacant residential property.

Subject Site

<i>Existing Land Use</i>	<i>Zoning</i>
School & Vacant residential	Pending rezone to I-PD

Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Residential	SR-9
South	Residential	SR-5
East	Residential	SR-9
West	Residential & School	SR-9 & I-PD

<i>Recognized Neighborhood Organizations</i>
Adjacent to Historic Jackson

Comprehensive Plan

<i>Comprehensive Plan Land Use Recommendation</i>	<i>Land Use</i>
2040 Land Use Recommendation	Community Facility & Light Density Residential

ANALYSIS

Use

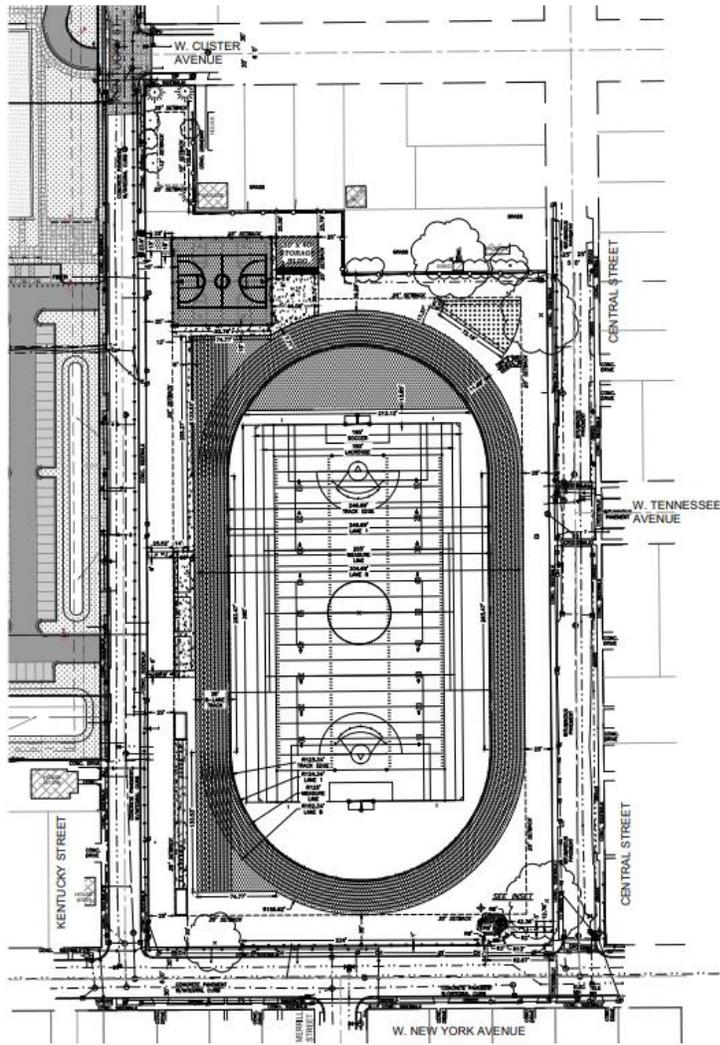
The applicant is proposing to demolish the Merrill Elementary School building for construction of an athletics facility which will include track & field, football/soccer field, basketball courts, and a storage building. According to the applicant, the site will primarily be used by students from the adjacent school but will also be available for general use by the public. The site is intended to be a general purpose athletics area and is not specifically intended for competition use. The proposed active outdoor recreation use is permitted in the Institutional district (I).

A neighborhood meeting was held on August 13, 2024. Neighbors in attendance had several questions, including questions related to facility amenities, public access, fencing, lighting, surfacing and general use of the site. The neighbors did not voice opposition to the proposed use or design of the site.

Site Design

The proposed site will include a new running track, grass football/soccer field, high jump area inside the track oval, three 100-seat bleacher units, long jump runway with sand pits, shot put throwing vector, fenced basketball courts, and storage building. No scoreboards, field lights, or public address system is included in the design. The proposed plan meets setback requirements and the storage building is within the maximum height for the I district. The impervious surface ratio for the site is less than half of the maximum impervious ratio for the I district. This serves to offset Base Standard Modifications (BSMs) that have been requested by the applicant, which are noted on the following pages of the staff report.

The plan shows 6' tall PVC privacy fencing along the residential properties to the north. The plan includes 6' solid fencing along the north property line extending into the 25' front setback along Central Street. Staff is recommending a BSM to allow this fencing within the front yard setback as it is not within a driveway vision triangle and will further buffer the site from the neighboring residences. The plan also includes 6' tall coated chain link fencing around the basketball courts and 4' tall coated chain link fencing along West New York Avenue. Code prohibits chain link fencing in front yard areas. The applicant will need to exchange the 4' chain link fencing along West New York Avenue for a permitted front yard fencing material (example: wrought iron or picket fence) or move the chain link fencing out of the required 30' setback area. At the neighborhood meeting, a neighbor noted that decorative fencing was installed on the Vel Philips school site along Jackson Street and recommended similar decorative fencing be used along West New York Avenue. Final fencing material can be addressed during Site Plan Review.



Site Plan

The site does not include parking stalls. Code requires one parking space per employee on the largest work shift, plus one space per 4 patrons at maximum capacity for athletic facilities. Based on the provided seating capacity (300 seats), code would require a minimum of 75 parking spaces for the facility. The applicant is requesting a BSM to allow 0 parking stalls. Staff does not have concerns with allowing 0 parking stalls on the site as the facility will primarily be used by students of the adjacent school. The school parking lot will be available for parking during after-school hours.

Code requires a minimum of 4 bicycle parking spaces for institutional uses. The plan does not show bicycle parking spaces. This may be addressed during Site Plan Review.

	<u>Required</u>	<u>Provided</u>
Front Setback (south)	30 ft. min.	30 ft.
Street Side Setback (east)	25 ft. min.	25 ft.
Street Side Setback (west)	25 ft. min.	25 ft.
Rear Setback (north)	25 ft. min.	25.56'
Storage building height	18 ft. max.	16 ft. +/-
Parking	Min. 75 spaces	0 spaces
Impervious Surface	60% max.	28.93%

Signage

No signage plans were included with this request.

Lighting

No lighting is being proposed for the site.

Storm Water Management/Utilities

The applicant has been in contact with the Department of Public Works regarding storm water management for the site. Final storm water management plans will be reviewed during the Site Plan Review process. Public Works has also noted that the proposed fencing along West New York Avenue will need to be a minimum of 12" from the public right-of-way to allow for maintenance of the public sidewalk.

Landscaping

Landscaping is required for street frontage, yards and bufferyards.

LANDSCAPE REQUIREMENTS:

STREET FRONTAGE REQUIREMENT: A MINIMUM OF 100 PTS PER 100 FEET OF STREET FRONTAGE. MINIMUM OF 50% OF POINTS DEVOTED TO MEDIUM TREES AND TREE DRIP LINES WITHIN 10 FEET OF STREET ROW.

CENTRAL STREET: $644 \text{ LF}/100 = 6.44 \times 100 = 644 \text{ PTS}$
NEW YORK AVENUE: $385 \text{ LF}/100 = 3.85 \times 100 = 385 \text{ PTS}$
KENTUCKY STREET: $702 \text{ LF}/100 = 7.02 \times 100 = 702 \text{ PTS}$
TOTAL STREET FRONTAGE: $1,731 \text{ LF}/100 = 17.31 \times 100 = 1,731 \text{ PTS REQ.}$

CENTRAL STREET (565 PTS): 5 LARGE CANOPY TREES (250 PTS), 21 MEDIUM TREES (315 PTS) & 2 EXISTING TREES (100 PTS)
NEW YORK AVENUE (290 PTS): 4 LARGE CANOPY TREES (200 PTS), 6 MEDIUM TREES (90 PTS) & 1 EXISTING TREES (50 PTS)
KENTUCKY STREET (710 PTS): 7 LARGE CANOPY TREES (350 PTS) & 24 MEDIUM TREES (360 PTS)

PROPOSED (1,760 PTS): 16 LARGE CANOPY TREES (800 PTS), 51 MEDIUM TREES (810 PTS) & 3 EXISTING TREES (150 PTS)

YARD REQUIREMENT: MINIMUM OF 20 PTS PER 1,000 SF OF GROSS FLOOR AREA FOR ALL PRINCIPAL & ACCESSORY BUILDINGS.

TOTAL FLOOR AREA: $1,200 \text{ SF}/1,000 = 1.2 \times 20 = 24 \text{ PTS REQ.}$

PROPOSED (50 PTS): 1 EXISTING LARGE CANOPY TREE (50 PTS)

BUFFERYARD REQUIREMENT: BUFFERYARD REQUIRED ALONG THE OUTER PERIMETER OF A LOT WHEN 2 DIFFERENT ZONING DISTRICTS ABUT ONE ANOTHER. PROJECT SITE ZONED I-INSTITUTIONAL AND ABUTTING PROPERTY ZONED SR-9 SINGLE FAMILY RESIDENTIAL, THEREFORE A 0.2 OPACITY VALUE IS REQUIRED. MINIMUM BUFFERYARD WIDTH IS 25FT WITH 158 PTS PER 100 LF OF ABUTTING PROPERTY LINE. OR 6FT SOLID FENCING WITH MINIMUM 10FT BUFFER WIDTH.

TOTAL ABUTTING PROPERTY: $394 \text{ LF}/100 = 3.94 \times 158 = 623 \text{ PTS REQ.}$

PROPOSED: INSTALL NEW 6FT SOLID FENCE - SEE KEYNOTE #1

Street Frontage

Code requires 100 points per 100 feet of street frontage. The landscaping ordinance also specifies that 50% of the required points must be devoted to medium trees. The plan is exceeding both of these requirements along the Kentucky Street frontage. The total point requirement is being exceeded along the Central Street frontage, but the provided medium tree points are slightly less than the requirement. The provided landscaping along West New York Avenue does not meet the total point requirement or medium tree requirement.

Staff is supportive of a BSM to allow the slight medium tree point reduction along Central Street as existing shade trees are being preserved which limits available space for medium trees. Staff is also supportive of a BSM to allow reduced street frontage landscaping along West New York Avenue as this frontage has two corner intersections which require 20' X 20' vision clearance triangles, limiting available area for plantings. To offset the requested BSMs, the applicant is exceeding the total street frontage point requirement along both the Central Street and Kentucky Street frontages.

Yards

Code requires 20 landscaping points per 1,000 sq. ft. of gross floor area. The provided yard landscaping points exceed this requirement.

Bufferyards

A 0.2 opacity bufferyard is required along the neighboring Single Family Residential -9 (SR-9) zoned properties to the north of the site. The applicant is providing a 25' wide bufferyard along the north property line along with a 6' solid fence to meet the bufferyard requirement.

Building Facades

The applicant is not proposing any principal building structures.

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.
- (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 General Development Plan and Specific Implementation Plan with the findings listed above and with the proposed following conditions:

1. Base Standard Modification (BSM) to allow 0 parking stalls.
2. BSM to allow 6' solid fencing within the street side setback along Central Street.
3. BSM to allow reduced street frontage landscaping devoted to medium trees along Central Street to 315 points.

4. BSM to allow reduced street frontage landscaping along West New York Avenue to 340 points.
5. BSM to allow reduced street frontage landscaping devoted to medium trees along West New York Avenue to 90 points.
6. Final landscaping and fencing plans shall be reviewed and approved by the Department of Community Development.

Plan Commission recommended approval of the General Development Plan and Specific Implementation Plan with the findings and conditions on August 20, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Ms. Propp, Ms. Davey, Mr. Loewenstein, Mr. Bowen, Ms. Scheuermann, Mr. Kiefer, and Mr. Perry reported visiting the site.

Staff report accepted as part of the record.

The petitioner requests General Development Plan and Specific Implementation Plan approval for an athletics 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 subject area includes the former Merrill School site and a vacant residential parcel north of that, with frontage on West New York Avenue, Kentucky Street, Central Street, and West Custer Avenue. The applicant is requesting to have both of these lots rezoned to Institutional district with a Planned Development Overlay (I-PD). The Oshkosh Area School District (OASD) owns both of the properties. The zone change will allow them to combine these two properties into one, tear down the existing school building, and establish athletic facilities, for the neighboring Vel Philips Middle School, without providing additional parking. The athletics facility will include a track, football/soccer field, basketball courts, and a storage building. According to the applicant, the site will primarily be used by students from the adjacent school but will also be available for general use by the public.

A neighborhood meeting was held on August 13, 2024. Neighbors in attendance had several questions, including questions related to facility amenities, public access, fencing, lighting, surfacing and general use of the site. The neighbors did not voice opposition to the proposed use or design of the site.

No scoreboards, field lights, or public address system is included in the design. The plan shows 6' tall PVC privacy fencing along the residential properties to the north with some extending into the 25' front setback along Central Street. Staff is recommending a BSM to allow this fencing within the front yard setback as it is not within a driveway vision triangle and will further buffer the site from the neighboring residences to the north. The plan also includes 6' tall coated chain link fencing around the basketball courts, which meet setback requirements. They are proposing 4' tall coated chain link fencing along West New York Avenue. Code prohibits chain link fencing in front yard areas. The applicant will need to exchange the 4' chain link fencing along West New York Avenue for a permitted front yard fencing material (example: wrought iron or picket fence)

or move the chain link fencing out of the required 30' setback area. At the neighborhood meeting, a neighbor noted that decorative fencing was installed on the Vel Philips school site along Jackson Street and recommended similar decorative fencing be used along West New York Avenue. Final fencing material can be addressed during Site Plan Review.

The site does not include parking stalls. Based on the provided seating capacity (300 seats), code would require a minimum of 75 parking spaces for the facility. The applicant is requesting a BSM to allow 0 parking stalls. Staff does not have concerns with allowing 0 parking stalls on the site as the facility will primarily be used by students of the adjacent school. The school parking lot will be available for parking during after-school hours.

Landscaping is required for street frontage, yards and bufferyards. The plan is exceeding the overall street frontage point requirement along Kentucky Street, and also meeting the 50% street frontage medium tree requirement. The total point requirement is being exceeded along the Central Street frontage, but the provided medium tree points are slightly less than the requirement. Staff does not have concerns with that as they are preserving existing overstory trees, which limits available space for medium trees. The provided landscaping along West New York Avenue does not meet the total point requirement or medium tree requirement, but here they have 20' X 20' vision clearance triangles, limiting available area for plantings. To offset the requested BSMs, the applicant is exceeding the total street frontage point requirement along both the Central Street and Kentucky Street frontages.

A 0.2 opacity bufferyard is required along the neighboring Single Family Residential -9 (SR-9) zoned properties to the north of the site. The applicant is providing a 25' wide bufferyard along the north property line along with a 6' solid fence to meet the bufferyard requirement.

Staff recommends approval of the General Development Plan and Specific Implementation Plan with the findings and conditions listed in the staff report.

Mr. Perry opened up technical questions to staff.

Ms. Davey commented about the existing large canopy trees that the applicant is keeping. In other projects in the City sometimes they say they are keeping trees and they do not. What are the plans to make sure, at this project, during the building demolition that they do not remove those trees.

Mr. Slusarek stated from a Planning and Zoning standpoint, they are likely going to need those trees, because it provides them twice the point value of a new tree. It is advantageous for the OASD to keep them for landscaping, but as long as they are meeting the points shown on their plan we would it during site plan review. We cannot force them to keep their existing trees based on this plan but they are meeting points by keeping them. If someone has a concern about the trees they should talk to the OASD.

Ms. Scheuermann wondered about a facility like this being built and how parking would work when there are events.

Mr. Lyons stated it is not a competition space. It is only for practice and gym class activity use. Sport competitions will be held at other locations/facilities in the City that are appropriately sized for competition events.

Mr. Loewenstein asked how many parking spaces are across the street.

Mr. Slusarek believes it exceeds 75 spaces.

Ms. Scheuermann stated that parking lot is also for staff at the school.

Mr. Slusarek stated that is correct.

Mr. Bowen had questions about drainage since this will be a grass field. He noted that Congress Field is filled with water a lot.

Mr. Lyons stated as a redevelopment site this will have to go through site plan review and storm water management requirements per City standards. Anything additional above that he will have to defer to the OASD.

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

Geno Carlson, Senior Design Technician with Point of Beginning Inc. at 4941 Kirschling Court in Stevens Point, wanted to reiterate that they will be swapping out the chain link fence on their plan for decorative fencing along West New York Avenue. Regarding the storm water question that came up, the intent of our design is to include sideline storm sewer along the interior of the field since it is going to be a grass field. That will tie into the existing municipal storm sewer. At this time, I am guessing it will all tie in on Central Street but we are not quite to that point in the design yet.

Ms. Davey wondered if they are responsible for razing the building.

Mr. Carlson stated no, they will not be handling that. The OASD is handling that with someone else.

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

Charles Williams, of 1416 Menominee Drive in Oshkosh, stated he has been concerns with the tearing down of the school for two years. What he has heard from the OASD is that they need this 400-meter running track so they can compete with different schools and have this be a competitive facility. This is the first time he has heard that they are only going to use it to supplement gym classes. This is a two million dollar facility, there is no parking, limited parking, and it seems that it is a big facility. We suggested they build a 200-meter track on the north half of this, or build on the East Hall Fields on New York Avenue and Jackson Street, which is 8-acres. Vel Philips is squeezed into where it is, and I guess the rationale is that they would not have to

cross Jackson Street to get to this location. He was hoping at least the front part of the Merrill School building could be reused for something else, and not torn down.

Mr. Perry closed public comment and asked if the applicant wanted to make a closing statement.

Jim Fox, representing the OASD at 1404 South Main Street in Oshkosh, wanted to make a few comments. The demolition team is aware of the trees that are to be kept. The track is being built with the intent to enable Vel Philips students the ability to compete internally and have a fair practice venue to fully prepare them for competitions elsewhere. During the day it will be used for green space and physical education.

Mr. Lyons stated there are 147 parking stalls in the Vel Philips parking lot.

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

Seconded by Loewenstein.

Mr. Perry asked if there was any discussion on the motion.

Ms. Propp commented that she finds it sad that the older portion of Merrill School is being torn down, but understands why the OASD feels they need to do it, so she will support this proposal.

Motion carried 7-0.



City of Oshkosh

Planned Development Application

For General Development Plan or Specific Implementation Plan

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: Point of Beginning, Inc.; Geno Carlson, Project Designer Date: 07/08/2024

Petitioner's Address: 4941 Kirschling Ct City: Stevens Point State: WI Zip: 54481

Telephone #: () 715-344-9999 Email: genoc@pobinc.com Contact preference: Phone Email

Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer

Petitioner's Signature (required):  Date: 07/08/2024

OWNER INFORMATION

Owner(s): Oshkosh Area School District; James Fochs, Facilities Director Date: 07/08/2024

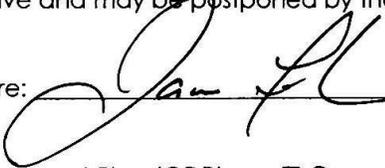
Owner(s) Address: 215 S Eagle St City: Oshkosh State: WI Zip: 54902

Telephone #: () 920-424-0135 Email: james.fochs@oshkosh.k12.wi.us 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: 7-2-24 

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: 108 W New York Ave

Proposed Project Type: Athletics Development

Estimated Cost: TBD

Current Use of Property: Institutional (Merrill Elementary School) Zoning: I (I-PD Rezone request submitted)

Land Uses Surrounding Your Site: North: SR-9

South: SR-5

East: SR-9

West: I-PD, SR-9

- **If 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 _____

- 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: 7-2-24



Point of Beginning

4941 Kirschling Court, Stevens Point, WI 54481

1497 6th Street - Suite C, Green Bay, WI 54304
1261 W Main Street - Suite 102, Sun Prairie, WI 53590

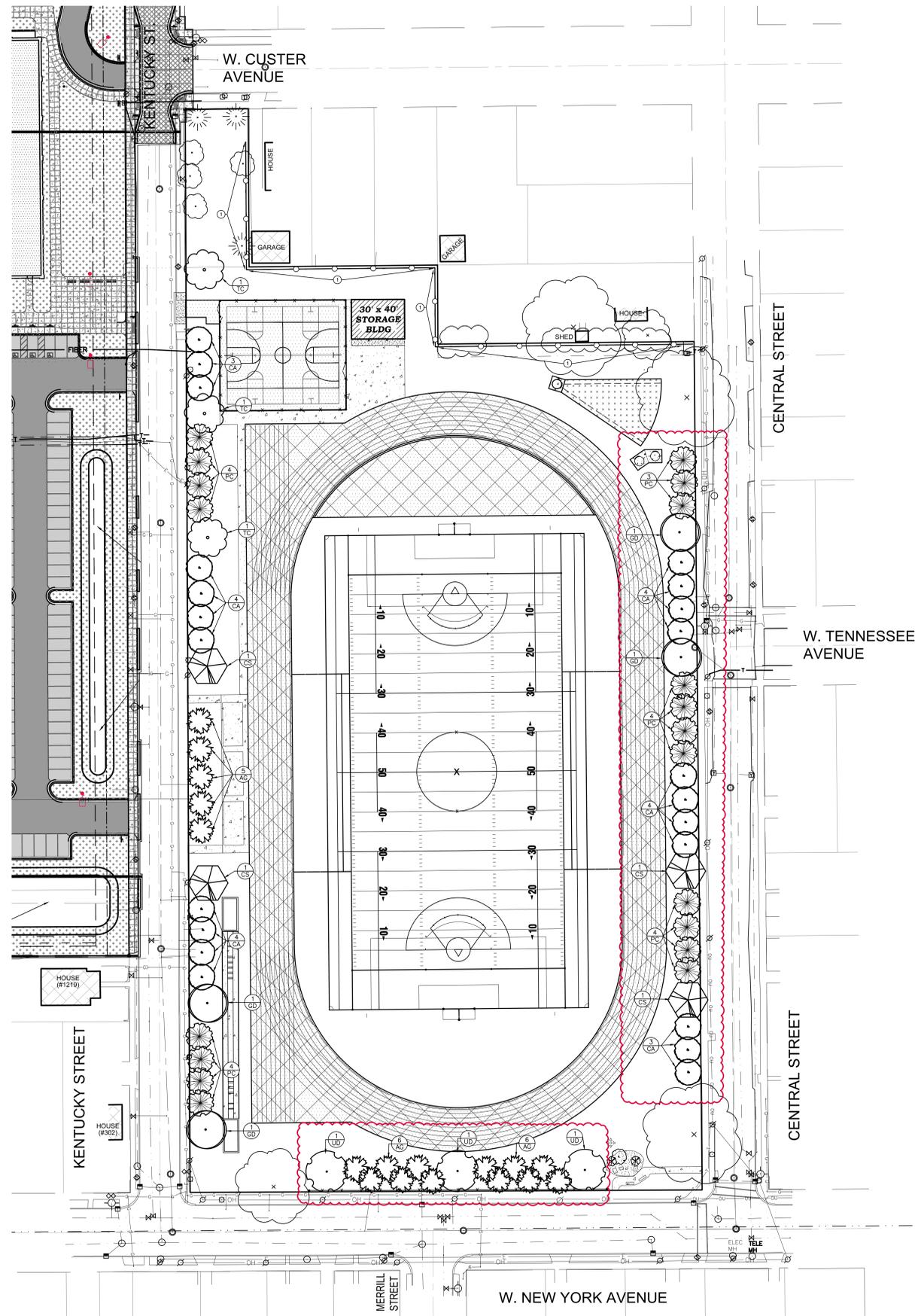
OSHKOSH AREA SCHOOL DISTRICT New Athletics Development

The site of the existing Merrill Elementary School (108 W New York Ave) is proposed as the future location of a new athletics development. To this end, parcels 91500740100 & 91500680000, owned by the Oshkosh Area School District, should be rezoned to I-PD (Institutional Planned Development Overlay) to facilitate the permissible athletics use without on-site parking.

The site design includes a new running track, football/soccer field, high jump "D" area inside track oval, three 100-seat bleacher units, long jump runway with sand pits, shot put throwing vector, fenced basketball courts, and storage building. New Sewer and Water laterals will be extended into the site for the inclusion of drinking fountains at the storage building location.

The Site will primarily be used by students from the adjacent school but will also be available for general use by public. During non-school hours, public parking will be available at the adjacent school parking lot. Daytime use by the public is not intended nor expected; any incidental use would be limited and public parking would be limited to city streets during school hours. The site is intended to be general purpose athletics area and is not specifically intended for competition use. No scoreboards, field lights, nor public address system is included in the design.

A privacy fence will be installed along the North side of the property and landscaping/trees will be planted along all street frontage, per municipal code. In lieu of trying to provide on-site parking and increasing impervious area within the limited space available, the design intends to offset this requirement by maximizing landscaping with the addition of 30+ street trees to beautify the site. The development of the site will return much green space to the community and will make the development an attractive addition to the surrounding area.



GENERAL NOTES:

- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- 6" OF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LANDSCAPE AREAS. LANDSCAPE CONTRACTOR SHALL VERIFY THAT SPECIFIED PLANTING SOIL DEPTH IS PRESENT PRIOR TO PLANTING.
- SEED/FERTILIZE/CRIMP HAY MULCH ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION.
- ALL PLANT MATERIALS LISTED SHALL MEET THE STANDARDS OF THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION FOR THE SIZES GIVEN.
- ALL TREES SHALL BE STAKED WITH A MINIMUM OF THREE STAKES.
- ALL TREES IN THE TURF AREA SHALL HAVE A 5' DIAMETER CIRCLE OF 4" DEPTH SHREDDED HARDWOOD BARK MULCH.
- COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE) CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE INSTALLATION OF SAID UTILITIES.

PLANTING SCHEDULE:

TREES SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
AG	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	1.5 CAL.	25'TX25'W	17
CA	CARPINUS CAROLINIANA 'UXBRIDGE'	RIISING FIRE AMERICAN HORNBEAM	1.5 CAL.	30'TX15'W	22
CS	CATALPA SPECIOSA	NORTHERN CATALPA	1.5 CAL.	50'TX40'W	4
GD	GYMNOCLADUS DIOICUS 'ESPRESSO'	ESPRESSO KENTUCKY COFFEE TREE	1.5 CAL.	50'TX35'W	4
PC	PIRUS CALLERIANA 'AUTUMN BLAZE'	AUTUMN BLAZE PEAR	1.5 CAL.	30'TX25'W	19
TC	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLE LEAF LINDEN	1.5 CAL.	50'TX35'W	3
UD	ULMUS DAVIDIANA VAR. 'JAPONICA 'MORTON'	ACCOLADE HYBRID ELM	1.5 CAL.	50'TX40'W	3

LANDSCAPE REQUIREMENTS:

STREET FRONTAGE REQUIREMENT: A MINIMUM OF 100 PTS PER 100 FEET OF STREET FRONTAGE. MINIMUM OF 50% OF POINTS DEVOTED TO MEDIUM TREES AND TREE DRIP LINES WITHIN 10 FEET OF STREET ROW. CALCULATIONS TO BE DONE PER EACH FRONTAGE SIDE SEPARATELY.

CENTRAL STREET: 644 LF/100 = 6.44 X 100 = 644 PTS
 NEW YORK AVENUE: 385 LF/100 = 3.85 X 100 = 385 PTS
 KENTUCKY STREET: 702 LF/100 = 7.02 X 100 = 702 PTS

PROPOSED:
 CENTRAL STREET (646 PTS): 4 LARGE CANOPY TREES (200 PTS), 22 MEDIUM TREES (346 PTS) & 2 EXISTING TREES (100 PTS)
 NEW YORK AVENUE (397 PTS): 3 LARGE CANOPY TREES (150 PTS), 12 MEDIUM TREES (197 PTS) & 1 EXISTING TREES (50 PTS)
 KENTUCKY STREET (710 PTS): 7 LARGE CANOPY TREES (350 PTS) & 24 MEDIUM TREES (360 PTS)

YARD REQUIREMENT: MINIMUM OF 20 PTS PER 1,000 SF OF GROSS FLOOR AREA FOR ALL PRINCIPAL & ACCESSORY BUILDINGS.

TOTAL FLOOR AREA: 1,200 SF/1,000 = 1.2 X 20 = 24 PTS REQ.
 PROPOSED (50 PTS): 1 EXISTING LARGE CANOPY TREE (50 PTS)

BUFFERYARD REQUIREMENT: BUFFERYARD REQUIRED ALONG THE OUTER PERIMETER OF A LOT WHEN 2 DIFFERENT ZONING DISTRICTS ABUT ONE ANOTHER. PROJECT SITE ZONED -INSTITUTIONAL AND ABUTTING PROPERTY ZONED SR-9 SINGLE FAMILY RESIDENTIAL, THEREFORE A 0.2 OPAQITY VALUE IS REQUIRED. MINIMUM BUFFERYARD WIDTH IS 25FT WITH 158 PTS PER 100 LF OF ABUTTING PROPERTY LINE, OR 6FT SOLID FENCING WITH MINIMUM 10FT BUFFER WIDTH.

TOTAL ABUTTING PROPERTY: 394 LF/100 = 3.94 X 158 = 623 PTS REQ.
 PROPOSED: INSTALL NEW 6FT SOLID FENCE - SEE KEYNOTE #1

KEYNOTES:

- PROPOSED BUFFERYARD SCREENING, 6' SOLID FENCING - SEE SHEET C2.0 FOR DETAILS.

REVISIONS

NO.	DESCRIPTION	DATE

CHECKED: GC
 DRAWN: GC
 DATE: 07/08/2024
 PROJECT NO.: 23.0008

PRELIMINARY

LANDSCAPE PLAN

OSHKOSH AREA SCHOOL DISTRICT
MERRILL ELEMENTARY SCHOOL
 CITY OF OSHKOSH
 WINNEBAGO CO., WISCONSIN

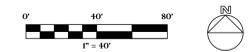
Civil Engineering
 Land Surveying
 Landscape Architecture
 4941 Kirschling Court
 Stevens Point, WI 54481
 715.344.9999 (PH) 715.344.9922 (FX)



SHEET **L1.1**

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ZONE CHANGE/GDP/SIP
108 W NEW YORK AVE
& 0 W CUSTER AVE
PC: 8.20.2024

KNOLL INVESTMENTS LLC
W1962 PLEASANT AVE
MARKESAN WI 53946-8819

MARTIN HOLDINGS LLC
325 WILSON ST
AMHERST WI 54406-9114

PINE APARTMENTS IV LLC
3389 COUNTY ROAD A
OSHKOSH WI 54901-1414

RICHARD A WARRICK JR
2436 CLOVER ST
OSHKOSH WI 54901-1548

MASON A C MENDINA
KASSIDY B MITTELSTADT
33 W CUSTER AVE
OSHKOSH WI 54901-2935

WESLEY/JAMES/PENNY KOTTKE
117 W CUSTER AVE
OSHKOSH WI 54901-2936

INGRID F TSCHECH
127 W CUSTER AVE
OSHKOSH WI 54901-2936

SHANE G/SUSAN K LUFT
133 W CUSTER AVE
OSHKOSH WI 54901-2936

PETER & KATHERIN MEYERSON
104 W CUSTER AVE
OSHKOSH WI 54901-2937

STEVEN DUBINSKI
114 W CUSTER AVE
OSHKOSH WI 54901-2937

FRANK R/KAREN STIEG
30 W CUSTER AVE
OSHKOSH WI 54901-2984

JOHN P/SHARON C JONES
1222 CENTRAL ST
OSHKOSH WI 54901-3748

TRAVIS N JAGODZINSKI
1323 CENTRAL ST
OSHKOSH WI 54901-3749

DONALD FLOWERS
1329 CENTRAL ST
OSHKOSH WI 54901-3749

PETER H/JESSICA L ZABORSKI
1320 CENTRAL ST
OSHKOSH WI 54901-3750

GRANT DAVIS
NICOLE M BOEHLER
1326 CENTRAL ST
OSHKOSH WI 54901-3750

NATAY/ADRIA WARREN
1330 CENTRAL ST
OSHKOSH WI 54901-3750

STEVEN J BRUSS
1219 KENTUCKY ST
OSHKOSH WI 54901-3753

NICHOLAS L TRAVIS
1156 MERRILL ST
OSHKOSH WI 54901-3756

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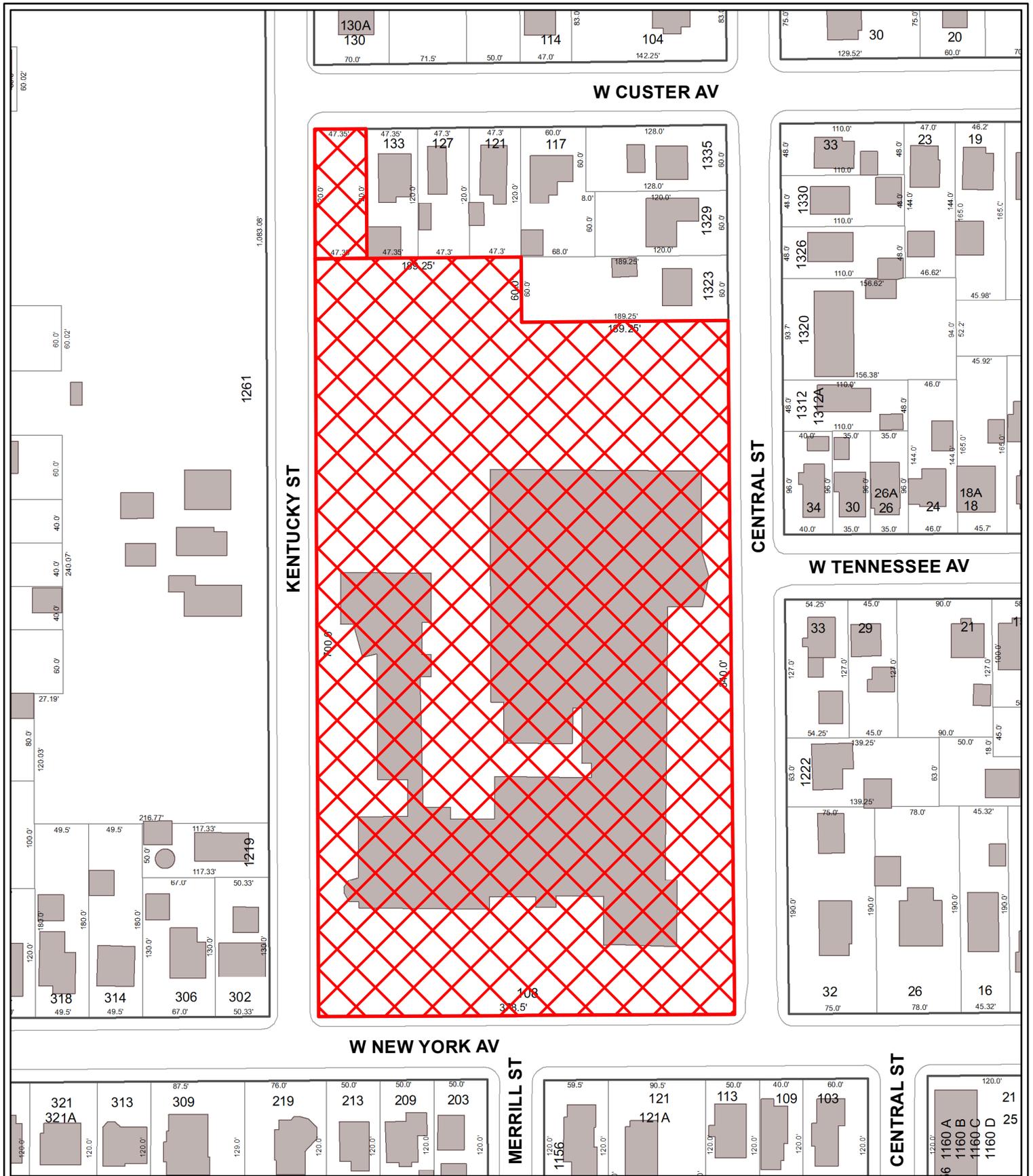
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BASE MAP

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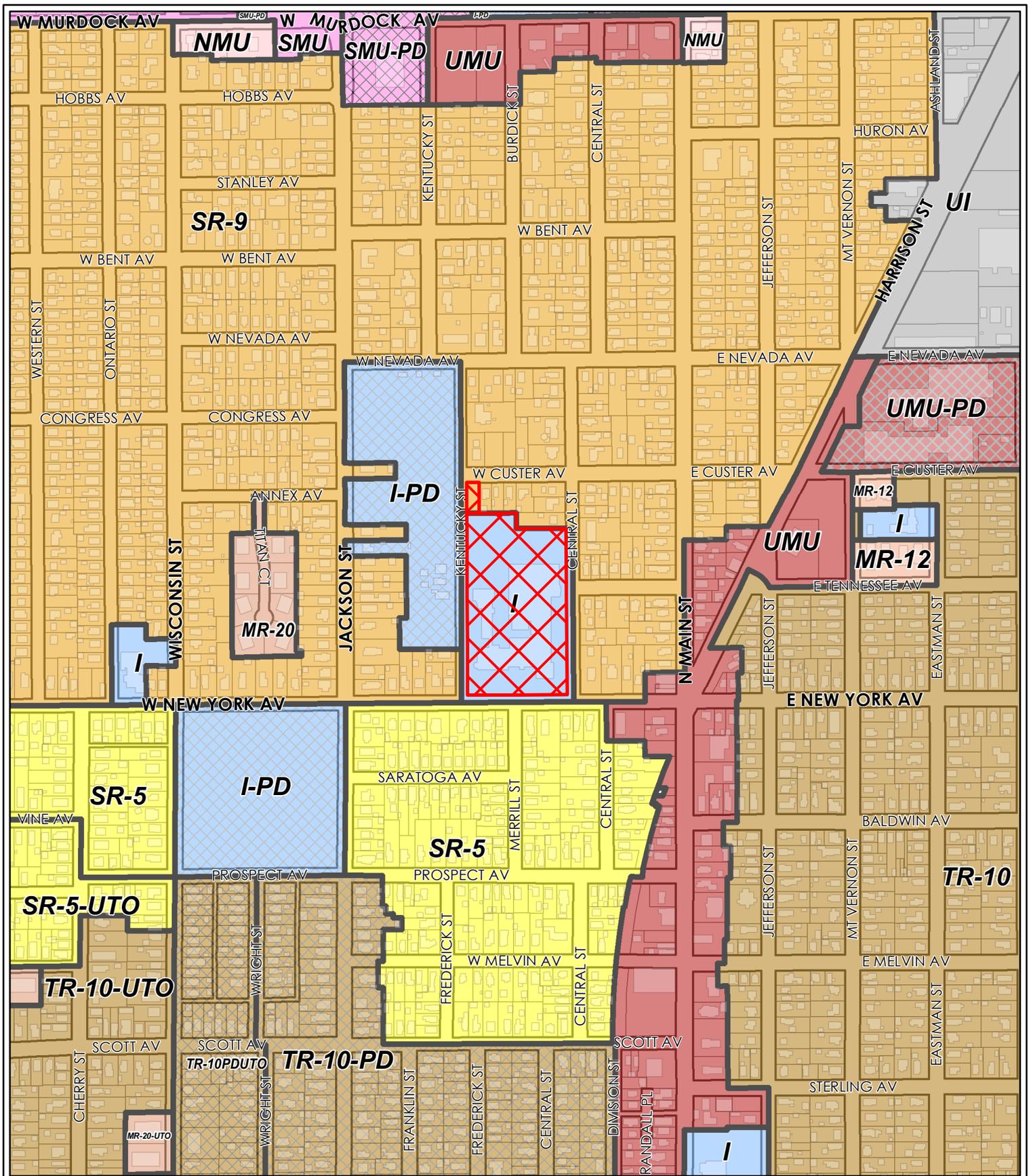


1 in = 0.02 mi
1 in = 120 ft

Printing Date: 7/18/2024

Prepared by: City of Oshkosh, WI





ZONING MAP

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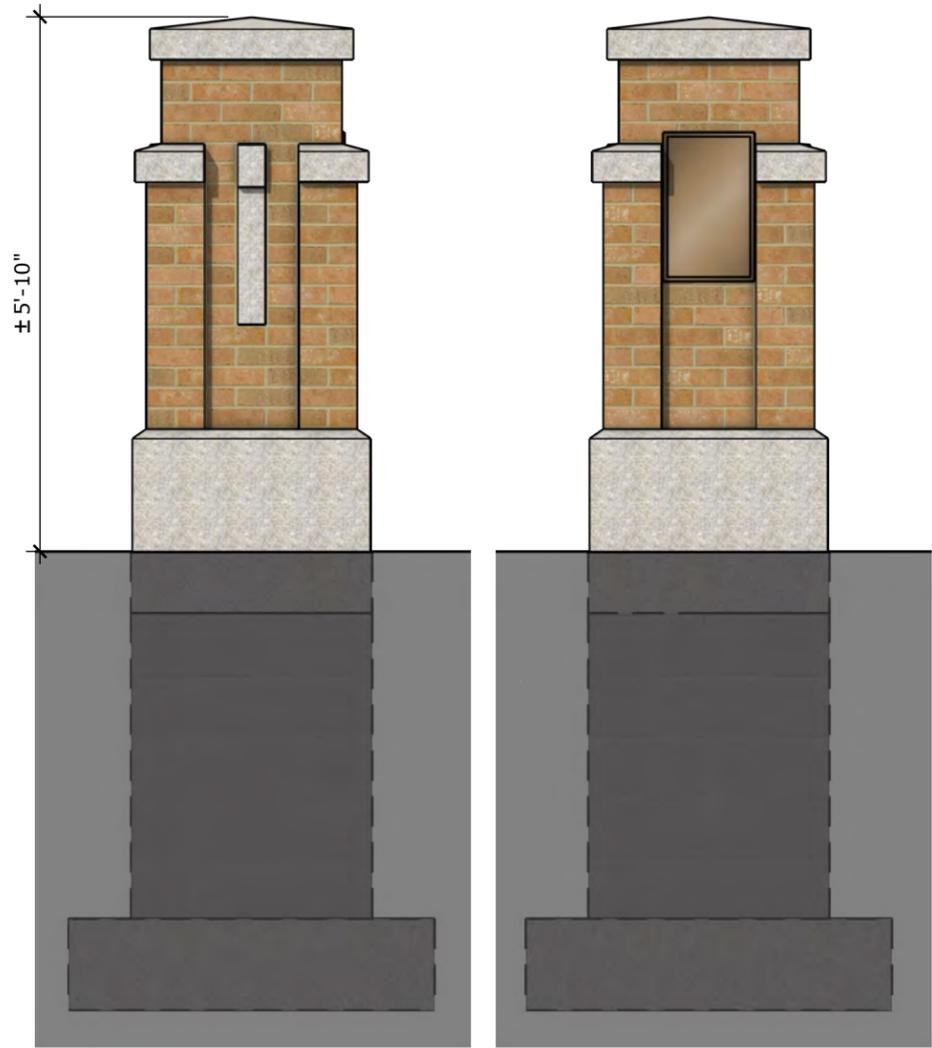
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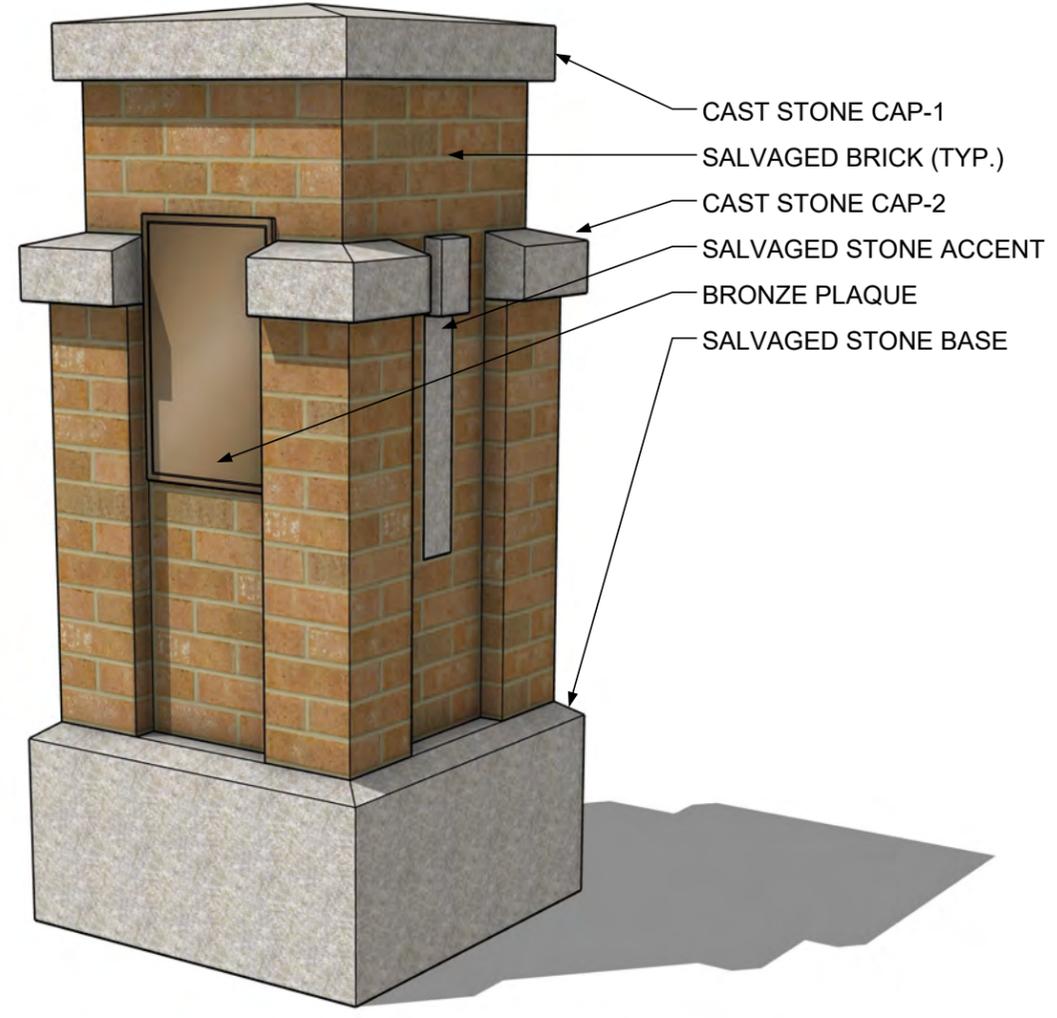
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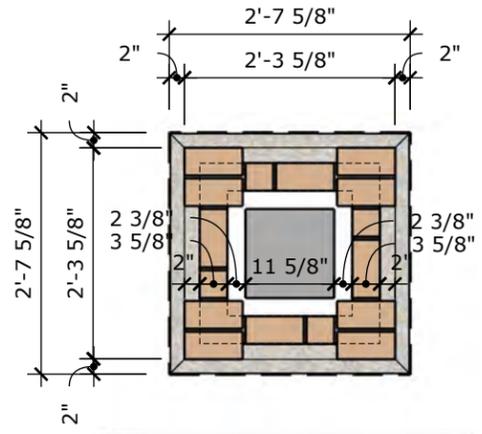


ELEVATION - B
SCALE: 1/2" = 1'-0"

ELEVATION - A
SCALE: 1/2" = 1'-0"



CONCEPTUAL MASONRY PIER
SCALE: N.T.S.



PLAN CUT - 1
SCALE: 1/2" = 1'-0"

NO.	REVISIONS	DATE

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OSHKOSH AREA SCHOOL DISTRICT
108 WEST NEW YORK AVENUE
OSHKOSH, WI 54901

PROJECT NUMBER
24.061

DRAWN BY
J. CLARKE

CHECKED BY

DATE
September 23, 2024

SHEET TITLE
MEMORIAL PIER
CONCEPT DIAGRAMS

SHEET NUMBER

6

PRELIMINARY: NOT FOR CONSTRUCTION



TO: Honorable Mayor and Members of the Common Council
FROM: Ray Maurer
DATE: September 24, 2024
SUBJECT: Res 24-527 Adopt 2024 City of Oshkosh Comprehensive Outdoor Recreation Plan (Plan Commission and Advisory Park Board Recommend Approval)

BACKGROUND

A Comprehensive Outdoor Recreation Plan (CORP) is a formal document designed to assist communities in the development of park and open space that will satisfy the needs of their citizens. The plan provides a means of identifying, analyzing, promoting, and responding to changes in society, both present and future. The document is needed as a prerequisite for participation in outdoor recreation grant programs.

This document is an update of the Comprehensive Outdoor Recreation Plan adopted by the City of Oshkosh in 2018. This plan also follows the general guidelines as provided by the Wisconsin Department of Natural Resources.

ANALYSIS

This plan begins with the establishment of goals and objectives to provide guidance to city staff and officials in their decision-making process with regard to open space and recreation matters. It also provides important information about the social and physical characteristics of the City of Oshkosh. These characteristics when applied with guidelines set by National Recreation and Park Association (NRPA) provide a basis for understanding the needs for open space and recreation facilities in the City of Oshkosh. The NRPA guidelines represent minimum goals for the supply of outdoor recreation space and facilities, and cannot be used as definitive evidence that the needs for open space and recreation in the City of Oshkosh are being met. Based on this factor, a current needs assessment was conducted with input from city staff and officials, comments received from citizens at public input meetings and online survey results.

Based on this information, a list of recommendations is prepared for various park facilities throughout the City of Oshkosh. The recommendations are integrated into a Capital Improvements Action Plan, in which each project is described and given an anticipated year for completion (1-5 years, 6-10 years, 11+ years). A list of funding programs, both existing and potential, is identified for implementation purposes. Adoption of this Comprehensive Outdoor Park and Open Space Plan by the City of Oshkosh and endorsement by the Wisconsin Department of Natural Resources will maintain city eligibility for the next five years to apply for and receive funding from either the state or federal government.

The process for updating the City of Oshkosh CORP began in August, 2023 when the city entered into an agreement with Rettler Corporation of Stevens Point to assist city staff. The Advisory Park Board discussed and developed various chapters of the plan at their February, May and August meetings, which included opportunity for public comments and suggestions. In March 2024, an online citizen survey was conducted with these results reported to the Advisory Park Board in May. A total of 483 on-line surveys were submitted.

At their August 12th meeting, the Advisory Park Board unanimously recommended to the Plan Commission and Common Council approval of the plan.

On September 17th, the Plan Commission reviewed the plan and unanimously approved it and

recommended approval by the Common Council. The Comprehensive Outdoor Recreation Plan is attached.

FISCAL IMPACT

There is obviously no fiscal impact to approving the plan. The fiscal impact for future years will be based upon the projects approved by the Common Council in future operating budgets or the Capital Improvement Program. The estimated total of all projects included in the Action Program of the plan is \$6,788,500. This is not a complete total, as projects that are part of specific park plans have been excluded from this total, and other projects have yet to be determined costs. The costs of all projects will be reflected in future Capital Improvement Plans (CIPs).

RECOMMENDATION

Staff recommends the Common Council adopt the Comprehensive Outdoor Recreation Plan.

Attachments

Res 24-527
CORP Final Draft

09/24/24

24-527

RESOLUTION

CARRIED

6-0

PURPOSE: ADOPT 2024 CITY OF OSHKOSH COMPREHENSIVE OUTDOOR RECREATION PLAN

INITIATED BY: PARKS DEPARTMENT

ADVISORY PARKS BOARD AND PLAN COMMISSION RECOMMENDATION: Approve

WHEREAS, the City of Oshkosh adopted a Comprehensive Outdoor Recreation Plan in 2018; and

WHEREAS, comprehensive plans provide a means of identifying, analyzing, promoting and responding to changes in the community; and

WHEREAS, a comprehensive plan assists the City in the preparation of and competition for grants to improve park services and facilities; and

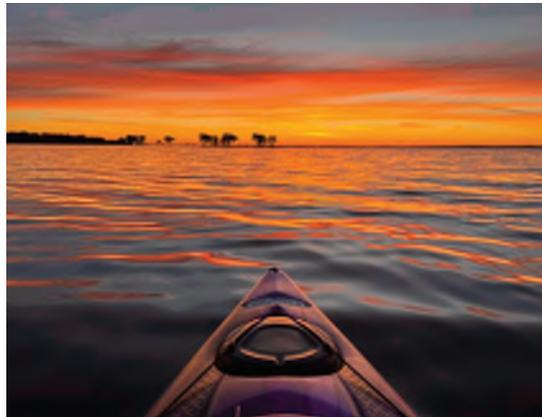
WHEREAS, the 2024 Comprehensive Outdoor Recreation Plan has been reviewed and recommended by the Advisory Park Board and Plan Commission; and

WHEREAS, said plan will serve as a guide for making future decisions relating to development of parks and recreation areas and to make the City eligible for Federal and State Aid Programs.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh the Common Council of the City of Oshkosh, Winnebago County, Wisconsin, hereby adopts the 2024 Comprehensive Outdoor Recreation Plan as the basis for future development of parks and recreation facilities in the City of Oshkosh.



Comprehensive Outdoor Recreation Plan 2024 - 2028



August 2024 | **DRAFT**
Project No. 23.049

Oshkosh, Wisconsin





CITY OF OSHKOSH

**COMPREHENSIVE OUTDOOR
RECREATION PLAN**

Prepared by the City of Oshkosh and
Rettlér Corporation

Adopted (Month 1, 2024)

ACKNOWLEDGMENTS

The City of Oshkosh Comprehensive Outdoor Recreation Plan update is a result of the combined efforts of many persons and groups. Thank you to the following:

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Margy Davey, Seat 2
Karl Loewenstein, Seat 3
Edward Bowen, Seat 4
Meredith Scheuermann, Seat 5
John Kiefer, Seat 6
Thomas Perry, Seat 7
Kathleen Propp, Seat 8
DJ Nichols, Council Rep.

City Council

Matt Mugerauer, Mayor
Karl Buelow, Deputy Mayor
Paul Esslinger, Council Member
Jacob Floam, Council Member
Kris Larson, Council Member
DJ Nichols, Council Member
Joseph Stephenson, Council Member

Advisory Park Board

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- B. Park and Open Space Classifications
- C. NRPA Facility Development Standards
- D. Proposed Park Master Plan Concepts



SECTION 1

INTRODUCTION

1.0 INTRODUCTION

Local parks offer public space and amenities, free of charge, for people of all ages, incomes, races, ethnicities, and abilities. Parks were especially important during the challenging days of the coronavirus (COVID-19) pandemic, and they continue to play an important role in community health, recreation, and fellowship.

People are aware of and taking advantage of these opportunities. According to the National Recreation and Park Association’s *2023 Engagement with Parks Report*:

- More than 280 million people in the United States visited a local park or recreation facility at least once during the last year.
- Nine in ten people agree that parks and recreation is an important service provided by their local government.
- 84% percent of U.S. adults seek high-quality parks and recreation when choosing a place to live.
- 88% of U.S. adults agree it is vital for their local park and recreation agencies to engage with every member of their communities to ensure that offerings meet their needs.

According to the *2019-2023 Wisconsin Statewide Comprehensive Outdoor Recreation Plan*, Wisconsin’s urban population has more than tripled in the last 100 years. With over 95% of Wisconsinites enjoying some sort of outdoor recreation, parks and open space can now be viewed as essential to the public good in much the same way as roads, sewers, and other public infrastructure.

PARKLAND BENEFITS	
COMMUNITY IMAGE	<ul style="list-style-type: none"> ▪ Parks, green space, and landscaping play a key role in the image of a community.
ECONOMIC PROSPERITY	<ul style="list-style-type: none"> ▪ Communities with excellent parks and recreational facilities are in a better position to retain and attract new residents. ▪ Property values generally increase the closer residential lots are to a park facility. ▪ If a park system is designed with regional amenities or connected to a regional destination, the additional tourism can benefit local businesses.
COMMUNITY HEALTH	<ul style="list-style-type: none"> ▪ Parks provide places for neighborhood residents to interact and create social bonds. ▪ Parks encourage physical activity, especially for those who are not able to afford expensive gym memberships.
HISTORICAL CONNECTION	<ul style="list-style-type: none"> ▪ Parks named after prominent individuals or historical events can be a good way to connect and educate the next generation in local history.
INFRASTRUCTURE SUPPORT	<ul style="list-style-type: none"> ▪ Vegetated surfaces absorb and filter runoff stormwater. ▪ Trees and shrubs increase air quality and reduce the “urban heat island” effect created by hard surfaces in the summer.
ECOLOGICAL HEALTH AND EDUCATION	<ul style="list-style-type: none"> ▪ Parks and green spaces are often connected to, or include, ecologically sensitive areas such as wetlands and can provide habitat for plants and animals.

1.1 Plan and Purpose

The City of Oshkosh recognizes the impact that parks, trails, and open spaces have on the community's character and quality of life and is committed to meeting the recreational needs of current and future residents.

Good planning is critical in ensuring the outdoor recreation facilities and services are located, developed, and maintained in a logical, efficient, and cost-effective manner. A Comprehensive Outdoor Recreation Plan (CORP) is a formal document designed to support and assist communities in this planning effort. A Comprehensive Outdoor Recreation Plan provides:

- An inventory of existing park and recreational facilities.
- A list of city goals and objectives as well as past accomplishments.
- A review of physical and environmental resources and constraints of the planning area as well as demographic trends.
- An analysis of parkland and recreational needs based on several metrics, including the guidelines set by National Recreation and Park Association (NRPA), with a strong emphasis on community input.
- General recommendations based on the above data regarding park and open space facility planning and maintenance.
- Park-specific recommendations, including locations, sketches, and general, high level estimated costs for various park and recreational features*
- A list of implementation strategies, including funding programs, both existing and potential.

** Please note that the CORP represents plans and guidelines. In nearly every case, more detailed planning, engineering, studies, budgeting, and discussions will be necessary before decisions are made to acquire land or construct recreational facilities.*

This 2024-2028 update to the *City of Oshkosh Comprehensive Outdoor Recreation Plan (CORP)* is a cooperative effort based on previous CORPs, other adopted city plans, and input from city staff, municipal groups, and citizens. This plan is intended to guide the city in continuing to meet the open space and recreation needs of its citizens over the next five years. Approval of this plan will maintain city eligibility to apply for and receive federal and state grants.

1.2 Mission Statement

“The City of Oshkosh seeks to provide a park and recreation system that will meet the needs of our current residents and future generations, preserve and protect the city’s open space, water, historical and natural resources, and provide a park and recreation program that is designed to enhance the city’s quality of life.”

1.3 Past Planning and Accomplishments

1993	City Comprehensive Plan adopted
2005	City of Oshkosh 2005 Comprehensive Plan Update adopted
2011	2011 Comprehensive Outdoor Recreation Plan adopted
2012	Menominee Park Master Plan adopted
2013	Rainbow Memorial Park Master Plan adopted
2014	South Park Master Plan adopted
2014	Menominee Park Zoo Master Plan adopted
2018	2018 Comprehensive Outdoor Recreation Plan adopted
2018	2018 City of Oshkosh Comprehensive Plan Update 2040 adopted
2018	Rusch Park Master Plan adopted
2019	City of Oshkosh Bicycle and Pedestrian Master Plan adopted
2019	Lakeshore Park Master Plan adopted

The City of Oshkosh has been creating and updating Comprehensive Plans since the 1960s for its park and trail systems. This commitment to the planning and growth of outdoor recreation resources has played a significant part in the development of the city’s current park system.

The following are some of the park and recreation related updates, features, and tasks accomplished between 2018-2023.

- Electronic pay stations at all city boat launches
- Updated gazebo at William A. Steiger Park
- Shared parking renovated at William A. Steiger Park
- Poured-in-place surfacing and new playground equipment at Westhaven Circle Park
- Renovated ball diamond at Westhaven Circle Park
- Tennis court renovations with pickleball courts added at Westhaven Circle Park
- Restroom building updates at Westhaven Circle Park
- New roof on open air shelter at Abbey Park
- Renovated restrooms at Red Arrow Park
- Poured-in-place surfacing and new playground equipment at Stoegbauer Park
- Ballfield fence and backstop improvements at Stoegbauer Park
- New benches at Garden Club Park
- Bleachers, fencing, and field improvements at William G. Spanbauer Field
- Tennis and pickleball improvements at South Park

Section I: Introduction

- Inclusive playground installation at South Park
- Basketball court resurface and repainted at South Park
- Benches added at South Park
- New roof on shelter #1 at South Park
- Renovated restrooms at Fugleberg Boat Launch
- New composite decking pier installed at Fugleberg Boat Launch
- Poured-in-place surfacing and new playground equipment installed at Fugleberg Park
- Renovated restrooms at 24th Avenue Boat Launch
- Parking lot renovations at 24th Avenue Boat Launch
- Walkway with benches to peninsula at 24th Avenue Boat Launch
- Composite decking installed at 24th Avenue Boat Launch
- Gazebo constructed at Riverside Park
- Composite decking installed at Bowen Street Fishing Dock
- Poured-in-place surfacing and new playground equipment installed at Roe Park



1.4 Goals and Objectives

The following goals, developed by city staff and the Advisory Park Board, are meant to form the basis from which more specific objectives, departmental policies, budgets, and actions are derived.

OSHKOSH GOALS AND OBJECTIVES		
CATEGORY	GOAL	OBJECTIVE
Land Acquisition	Maintain an adequate amount of active and passive recreation lands to meet current and future recreational needs.	<ul style="list-style-type: none"> ▪ Acquire additional lands for passive park use based on current demand, projected demand, and environmental significance as recommended by the Action Plan of the <i>Oshkosh Comprehensive Outdoor Recreation Plan</i>. ▪ Acquire appropriate, developable land for active recreation facilities in areas targeted for future park development.
Park Facilities	Provide adequate facilities at all parks within the city’s park system as dictated by park use and type (i.e., neighborhood vs. community park facilities).	<ul style="list-style-type: none"> ▪ Develop and approve a site-specific master plan as soon as parkland is designated or acquired. ▪ Begin to develop park facilities when the proposed park’s residential area begins to be developed. ▪ Develop park facilities in concert with the growth of the population located near the park.
Shared Services	Coordinate development efforts and the use and maintenance of recreational facilities among the City of Oshkosh, the Oshkosh Area School District, UW-Oshkosh, Winnebago County, surrounding communities, and public and private recreation associations.	<ul style="list-style-type: none"> ▪ Coordinate city/school/county/association development projects to improve and expand recreation opportunities and economic benefits throughout the community in a cost-effective manner. ▪ Develop formal use/revenue/maintenance agreements among the city, the school district, and public and private recreation associations to help operate and maintain public recreation facilities in the city.

Park Development	Promote the benefits of larger neighborhood and community parks which provide a wide range of facilities.	<ul style="list-style-type: none"> ▪ Analyze the location, size, and function of existing and proposed parks if land developments, annexations, or zoning changes occur. ▪ Determine the location of future park sites to best serve community-wide needs. ▪ Identify residential districts that are deficient in neighborhood parks and consider acquiring land for parks in these areas. In central-city areas, consider in fill lots for privately owned and maintained parks to address deficiencies. ▪ Identify and incorporate historical entities into the development of city parks. ▪ Incorporate signage identifying the historic significance of certain parks and areas.
Preservation	Preserve environmentally-sensitive and historically significant areas.	<ul style="list-style-type: none"> ▪ Conservancy lands, which can be adequately and appropriately protected without public expenditure, should be preserved. Public funds should be used to acquire conservancy lands that cannot be protected through other means, or where public access is a high priority. ▪ Incorporate and promote natural features such as floodplains, wetlands, and woodlands as passive recreation areas. ▪ Preserve and/or appropriately develop environmental corridors. ▪ Identify and incorporate historical entities into the development of city parks. ▪ Incorporate signage identifying the historic significance of certain parks and areas.
Amenities	Provide residents with safe and reliable recreation equipment throughout the city park system.	<ul style="list-style-type: none"> ▪ Replace unsafe, old and deteriorating equipment at all city parks. ▪ Continually monitor and maintain existing park equipment to ensure its longevity and safety. ▪ Identify and address park facilities that do not comply with the <i>Americans with Disabilities Act (ADA) Guidelines</i> and those listed in the <i>Accessibility Audit of Oshkosh Public Buildings and Facilities</i> ▪ Identify and replace all playground equipment that does not meet <i>Consumer Product Safety Commission (CPSC)</i> or <i>American Society for Testing and Materials (ASTM) Standards</i>. Install poured in place rubber surfacing.

Funding	Use all available sources of funds and volunteer efforts to further enhance the quality of the city’s park system.	<ul style="list-style-type: none"> ▪ Pursue funding from state and federal programs which can assist in the acquisition and development of desired park system improvements. ▪ Solicit donations from other public and private organizations to aid in park system development. ▪ Create volunteer recognition programs to acknowledge groups or community members for their service. ▪ Utilize community volunteer resources to assist in park beautification and maintenance projects ▪ Update the <i>Oshkosh Comprehensive Outdoor Recreation Plan</i> every five years to maintain grant eligibility. ▪ Develop and maintain revenue-generating facilities which can aid in the development of new facilities and/or the maintenance of existing facilities. ▪ Consider implementing a Parks, Playgrounds, and Land for Athletic Fields Impact Fee to help develop park facilities to meet future needs. ▪ Review the Parkland Dedication section of the Municipal Code and update, if necessary, every five years. ▪ Coordinate with neighborhood associations and the Planning Division on park improvements to be funded through the Healthy Neighborhoods Initiative (HNI) or Community Development Block Grants (CDBG).
Subdivision Review	Coordinate subdivision review with all departments and boards to ensure adequate park facilities are provided.	<ul style="list-style-type: none"> ▪ Consult the <i>Oshkosh Comprehensive Outdoor Recreation Plan</i> and incorporate the needs identified before subdivision plats are approved. ▪ Continually evaluate and update the Subdivisions section of the Municipal Code so that it adequately addresses the park and recreational needs of city residents. ▪ Use extraterritorial plat review powers to ensure that residential developments outside the city limits are contributing proportionally toward providing adequate neighborhood park facilities in developing areas. ▪ Coordinate with surrounding townships to ensure adequate park facilities are being developed in those townships.

Forestry	Maintain the city-wide urban forestry program.	<ul style="list-style-type: none"> ▪ Review and revise the urban forestry ordinance and management plan every five years to make the city eligible for state and federal urban forestry grant-in-aid programs. ▪ Establish a tree planting and maintenance program for public lands in the city. ▪ Continue to apply for and receive “Tree City USA” status for the city. ▪ Continue the Emerald Ash Borer mitigation and tree replacement programs. ▪ Continue implementation of the Taking Root II program as funding permits. ▪ Develop roundabout and median landscape plans to reduce maintenance needs. ▪ Work with the neighborhood associations to provide citizens with information on tree planting and care.
Budgeting	Adopt adequate park budgets that can financially address existing park needs and allow for future park land acquisition and future park facility development.	<ul style="list-style-type: none"> ▪ Use the capital improvements program from the <i>Oshkosh Comprehensive Outdoor Recreation Plan</i> as a guide to establish yearly park budgets and Capital Improvement Program. ▪ Use funds to develop facilities that will maximize existing park and recreation areas and increase park use. ▪ Update restroom facilities to meet <i>American with Disabilities Act (ADA) Guidelines</i> and to improve energy efficiencies. ▪ Maintain and renovate parking facilities as recommended in the <i>City of Oshkosh Parking Lot Study</i>. ▪ Develop an appropriate and equitable user fee system to help offset maintenance and operations costs. ▪ The priority of funding shall be to maintain existing facilities.
Trails	Provide residents with multi-purpose trail systems that utilize environmental corridors and provide linkages between parks and other appropriate features within and outside of the city.	<ul style="list-style-type: none"> ▪ Refer to the <i>City of Oshkosh Pedestrian and Bicycle Circulation Plan</i> for trail development and linkages. ▪ Continue to implement the <i>Fox River Corridor Riverwalk Plan</i>. ▪ Secure additional lands along environmental corridors to ensure public control. ▪ Develop trail systems that have multiple uses and are barrier-free. ▪ Connect local trails to regional trail systems and adjoining township trail systems. ▪ Provide adequate directional signage on trails.

<p>Grounds Maintenance</p>	<p>Maintain parks to provide quality recreation for residents and reduce the likelihood of hazards.</p>	<ul style="list-style-type: none"> ▪ Use the <i>Oshkosh Comprehensive Outdoor Recreation Plan</i>'s maintenance program recommendations as a guide to establish yearly budgets and the Capital Improvement Program (CIP). ▪ Coordinate with neighborhood associations and other volunteers to assist with routine park maintenance.
<p>Planning</p>	<p>Maintain a current Comprehensive Outdoor Recreation Plan.</p>	<ul style="list-style-type: none"> ▪ Continually monitor the park and recreation needs of the community. ▪ Update the action plan and implementation plan on a yearly basis to reflect changing needs and actual accomplishments. ▪ Update the <i>Oshkosh Comprehensive Outdoor Recreation Plan</i> every five years to reflect changes in community needs and desires, and to maintain eligibility for state and federal grant-in-aid funding. ▪ Solicit public input in the planning and development of the plan as well as park land location and development. ▪ Solicit input from neighborhood associations for park improvements.
<p>Water-Based Recreation</p>	<p>Promote water-based recreation such as fishing, boating, and swimming throughout the community.</p>	<ul style="list-style-type: none"> ▪ Enhance and maintain access to the Fox River and Lake Winnebago. ▪ Promote and maintain the city-operated boat launches. ▪ Promote and maintain the Pollock Community Water Park. ▪ Continue development of and maintenance of the riverwalk. ▪ Continue water quality testing at Menomonie Park Beach during the summer months. ▪ Promote shoreline plantings when feasible.

1.5 Planning Process

A Comprehensive Outdoor Recreation Plan update is required every five years, in order to remain eligible for various grants and to ensure that the plan continues to meet community needs. In 2023, the City of Oshkosh contracted with Rettler Corporation, an experienced park, recreation, and site design firm, to assist with the 2024-2028 CORP update.

The *Oshkosh Comprehensive Outdoor Recreation Plan* update process began with a kickoff meeting on October 10, 2023 to discuss general strategies, focus areas, city input items, and public input methods.

A process kick-off meeting was held between the city and consultant in October 2023. Shortly thereafter, Rettler Corporation staff toured each city-owned park site. An online survey was conducted in March 2024 to gather community feedback on the Oshkosh park system and recreational facilities. Please refer to Section 5: Needs Assessment for an in-depth review of the questions and responses. A Park Staff input meeting was held March 25. On April 30, an in-person listening session was conducted for Quarry Park, followed by an in-person Pickart Park Neighborhood Input meeting to gather perspectives and feedback. Additional information was collected through emails and discussions with park staff and during presentations to the Advisory Park Board on February 12, May 13 and July 8.

Oversight for the project was provided by the Parks Director and the Advisory Park Board.

The following plan was developed per the *Guidelines for the Development of Local Comprehensive Outdoor Recreation Plans* by the Wisconsin Department of Natural Resources Bureau of Community Assistance, as well as the standards of the *Development of Local Outdoor Recreation Plans* (Appendix F of the *2011-2016 Wisconsin State Comprehensive Outdoor Recreation Plan*) created by the Wisconsin Department of Natural Resources.

This plan is a cooperative effort based on resources from the previous *Oshkosh Comprehensive Outdoor Recreation Plans*, the *City of Oshkosh Comprehensive Plan*, other local plans, Winnebago County GIS data, and input from city staff and citizens. Approval of this plan will maintain city eligibility to apply for and receive federal and state grants.

PROJECT MILESTONES

- October 10, 2023** Kickoff Meeting
- October 10 & 18, 2023** Park Site Visits with Parks Director
- March 4-March 31** Online Community Input Survey
- February 12** Advisory Park Board Presentation
- March 25** Park Staff Input Meeting
- April 30** Pickart Park Master Plan Community Input Meeting and Quarry Park Listening Session
- May 1** Draft 1 Submitted
- May 13** Advisory Parks Board Presentation
- August 12** Present Draft to Advisory Park Board
- September 17** Present to Plan Commission
- September 24** Present to Common Council

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SECTION 2

COMMUNITY DESCRIPTION

2.0 COMMUNITY DESCRIPTION

Situated along the Fox River, next to Lake Winnebago, Oshkosh encompasses roughly 17,700 acres and almost 67,000 people. The city has served as the county seat since 1850. Oshkosh offers residents the friendliness and strong community of a small town combined with the amenities of a much larger area. Additionally, the city's unique character merges the historic architecture of the past with the modern design of today.

2.1 History and Regional Context

The Oshkosh area was first settled by the Menominee tribe of Native Americans.

1634: Jean Nicolet, sent by the French government in Canada, journeyed the Fox River and Lake Winnebago to locate and make treaties with native tribes. He was probably the first European to pass through this valley.

1670: On April 20, Father Claude Allouez said the first Catholic Mass in this area. A marker in Menominee Park commemorates this event.

1700s: The fur trade between native tribes and French Canada was booming.

1795: Oshkosh is born. In 1827 he was named a chief of the Menominee tribe. Known as a peacemaker, Oshkosh died in 1858.

1836: First settler from the eastern U.S. was Webster Stanley.

1839: A meeting was held to choose an official name for the settlement. Oshkosh was selected.

1841: The first school opened in a room off Stanley's cabin. Miss Emmeline Cook was the first teacher.

1847: The first sawmill was established.

1848: Wisconsin becomes a state. Oshkosh was named county seat of Winnebago County, replacing Butte des Morts.

1853: Oshkosh was incorporated as a city, population 2500 with Edward Eastman as the first mayor. Oil-burning street lamps were an early civic improvement.

1866: Oshkosh had become the second largest city in Wisconsin, behind Milwaukee.

1870: Oshkosh earned the nickname "Sawdust City" from a string of sawmills lining the river producing over one million board feet of lumber per year, equivalent to 15,000 rail carloads.

1883: The Grand Opera House opened.

1926: North Park was renamed Menominee Park and a Chief Oshkosh statue was dedicated.

1950: Natural gas becomes available. Population: 40,872.

1953: The city celebrates its centennial.

Location

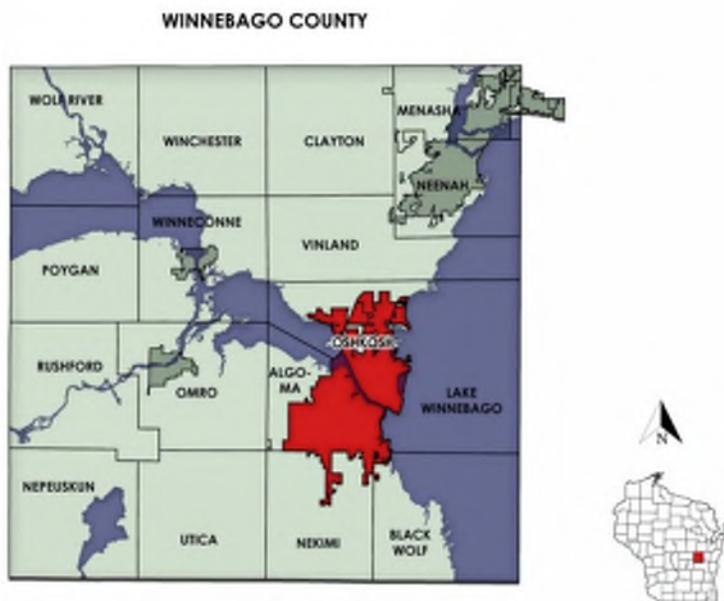
The City of Oshkosh is located near the center of Winnebago County along the shores of Lake Winnebago. Nearby communities include Winneconne and Berlin to the west, Fond du Lac and North Fond du Lac to the south, and Neenah, Menasha, Fox Crossing, and Appleton to the north.

Main transportation routes consist of the following:

- Interstate Highway 41 is a major north-south United States highway that runs from Miami Florida to the Upper Peninsula of Michigan. Interstate 41 runs north-south through the center of the city.
- Interstate Highway 45, a major north-south US highway, runs northwest-southeast through Oshkosh in its route from Lake Superior to the Gulf of Mexico.
- State Trunk Highway 21 is an east-west running highway between Sparta and Oshkosh. It enters Oshkosh from the west, crosses the Fox River, and ends at US 45 on the northwest side of Oshkosh.
- State Trunk Highway 91 runs east-west from near Berlin to Oshkosh. It enters Oshkosh from the southwest and ends shortly thereafter in an intersection with Highway 44.
- State Trunk Highway 44 runs diagonally southwest-northeast in Central Wisconsin. It also enters Oshkosh from the southwest, crosses the Fox River and the downtown, and ends in a junction with Interstate 45.
- State Trunk Highway 76 runs north-south in Wisconsin from near Bear Creek to downtown Oshkosh. It comes in from the north and ends in a roundabout at Murdock Ave.

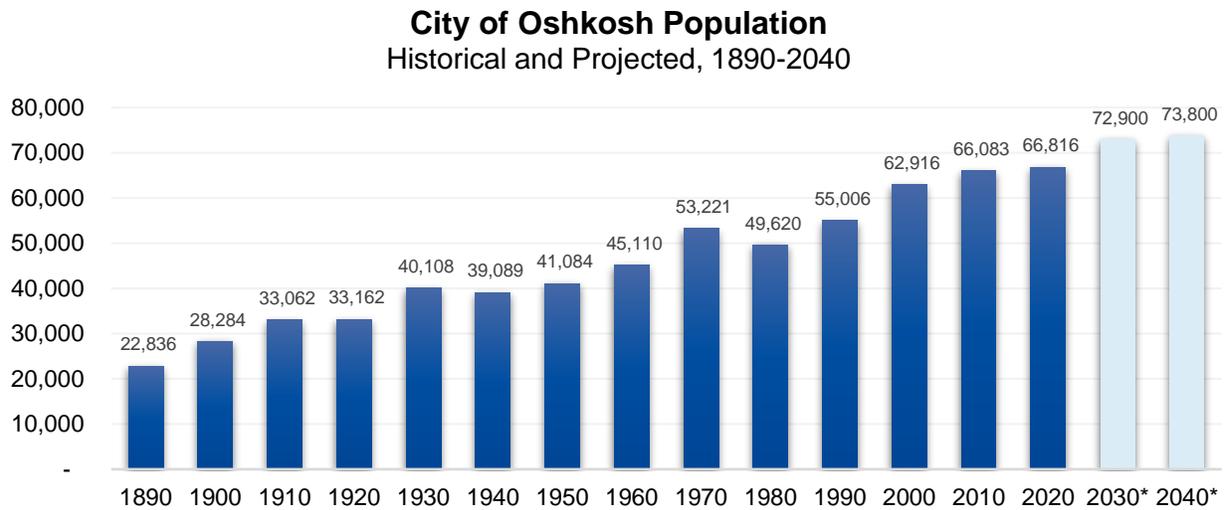
According to the *City of Oshkosh Comprehensive Plan Update 2040*, there are approximately 311 miles of urban functionally classified roads within the city. This number includes approximately 12 urban principle arterial roadways, 20 urban minor arterial roadways, and 58 urban collector roadways. There are approximately 197 miles of urban local roads.

There are currently two active railroad lines running through the city with 286,000-pound railcar limits. Amtrak utilizes Canadian Pacific lines to provide rail passenger service.



2.2 Demographics

Size and Population Trends

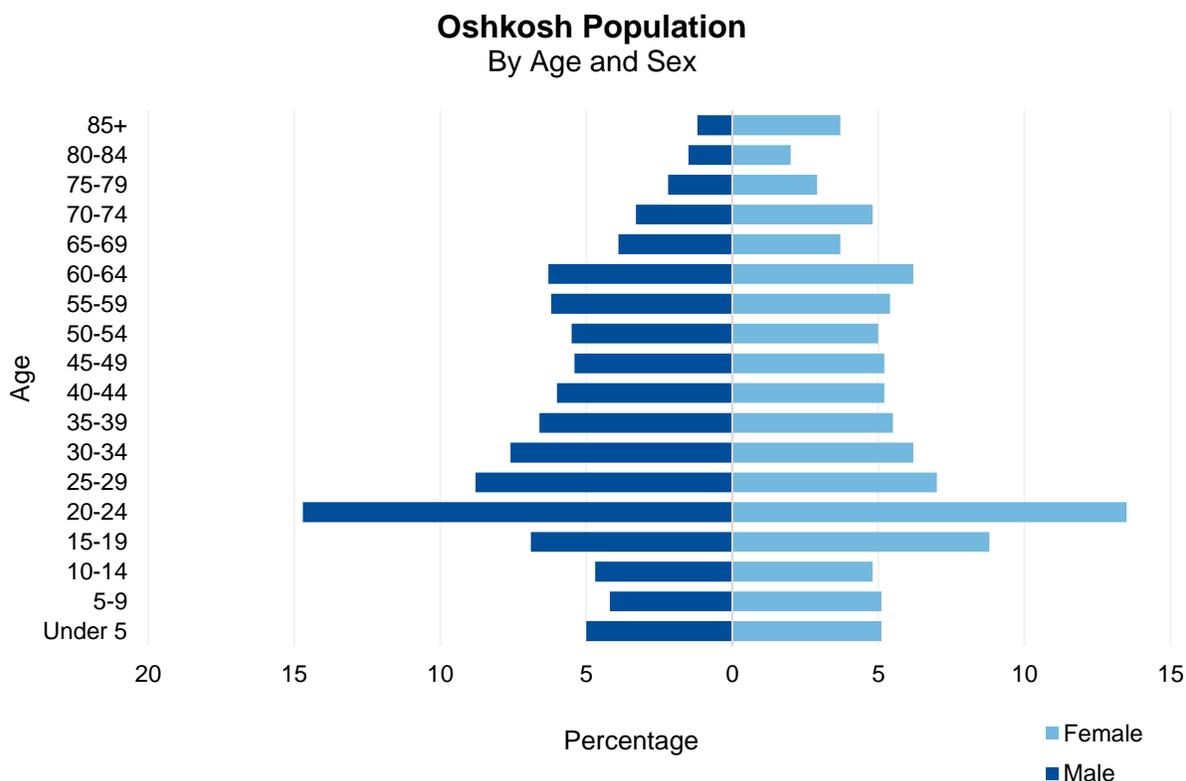


** From the doa.wi.gov MCD and Municipal Population Projections, 2010-2040.
Other information from US Census Bureau, US Census Library, and the City of Oshkosh Comprehensive Plan Update 2040*

The City of Oshkosh has grown at an average of 7.8% per decade since 1900, with the most significant increases between 1920-1930, 1960-1970, and 1990-2000. While not quite as dramatic in recent decades, Oshkosh’s population continues to rise. According to the 2020 to 2040 population estimates produced by the Wisconsin Department of Administration, the population of the city is predicted to increase by about 9% between 2020 and 2030 and by an additional 1% over the next decade to 2040.

Age, Gender, and Diversity

According to the 2020 U.S. Census, 17.3% of Oshkosh’s population was under 18 years (with 5.1% of the city’s population being under the age of 5), while approximately 14.5% were 65 years or older. That leaves roughly 68.2% within the 18 to 64-year-old working age group.



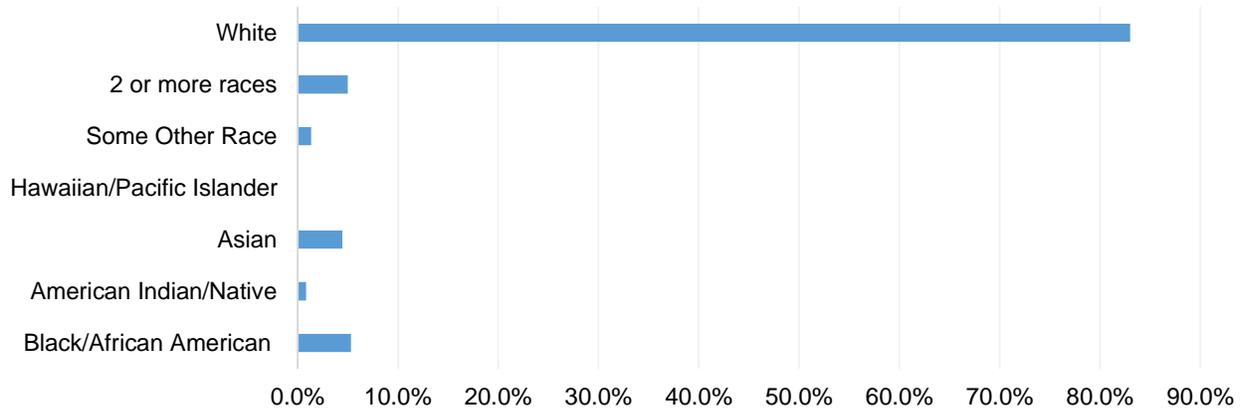
The median age within Oshkosh in 2020 was 34.7. While that number is significantly less than the Wisconsin median age of 40.4 years, it is still an increase from the city’s average of 33.0 years in 2010.

Looking ahead, the City of Oshkosh can expect to experience the same demographic trends that are occurring at the national and state level in terms of aging. For example, according to *Wisconsin State Aging Plan FFY 2023-2025* by the Department of Health Services:

- Wisconsin’s population ages 60 and older totaled 1.45 million in 2020, comprising 25 percent of the state’s total.
- The older population has been Wisconsin’s fastest growing age segment for several years and will continue to be for the foreseeable future. The 60-plus population increased by 356,000 since 2010, a growth rate of 32 percent. For comparison, total population grew 142,000 or 2.5 percent. Seventy percent of Wisconsin’s 60 and older residents live within 26 metropolitan counties. The 60-plus are concentrated in the southeast and south-central regions, which are the most densely populated and metropolitan parts of the state.

In the Decennial Census, 63,483 respondents indicated they were one race while 3,333 identified as two or more races.

Racial Diversity (2020 US Census)



While still predominantly white, Oshkosh has seen some growth in diversity as well as population over the past few decades. The City of Oshkosh Comprehensive Plan Update 2040 states that in 2010, 90.5% of the population identified as white, compared to 83.0% in the 2020 Census.

Housing

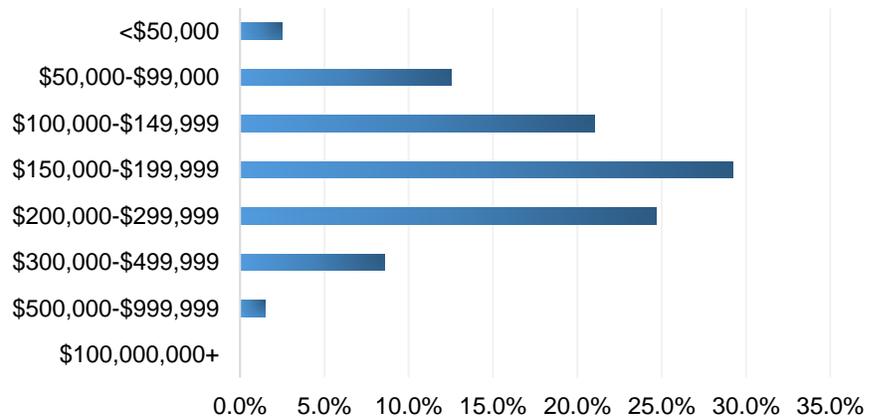
According to US Census QuickFacts, there were roughly 29,222 housing units available in Oshkosh, 55.5% of which were owner-occupied.

The home ownership rate in Oshkosh is 54.7%, lower than the 64.6% rate for Winnebago County, and the 68.1% rate for Wisconsin.

Most Oshkosh houses are in the \$150,000 to \$200,000 price range, with the median value of owner-occupied housing units being \$156,900.

Meanwhile, the median gross rent in Oshkosh was \$860, compared to \$880 in Winnebago County and \$992 for the state of Wisconsin.

Housing Value in Oshkosh



There are an estimated 26,763 households in Oshkosh. The average household, defined as all the people occupying a given housing unit, is 2.23 persons. Meanwhile the average family size, defined as a householder and persons related by birth, marriage, or adoption consists of 2.85 persons.

Income and Employment

Based on the 2022 American Community Survey 1-Year Estimates, Oshkosh’s median household income is \$59,186. This substantially is less than the State of Wisconsin median household income of \$72,458 and Winnebago County’s median household income of \$70,041.

16.1% of Oshkosh residents live at or below the poverty line, as compared to the Winnebago County average of 11.4%, and the Wisconsin state average of 10.7%.

According to the *City of Oshkosh Comprehensive Plan Update 2040*, the top three occupations for city residents were: Management/Business/Science/Arts (26.4%), Sales/Office Occupations (25.7%), and Service Occupations (22.7%). The top two sectors for the city were Manufacturing and Educational/Health/Social Services, employing over 40% of workers.

The city includes four industrial parks, one business park, and an aviation business park.

Some of the major employers in the Oshkosh area are listed in the table below.



Median Household Income	
Oshkosh	\$59,186
Winnebago County	\$70,041
State of Wisconsin	\$72,458

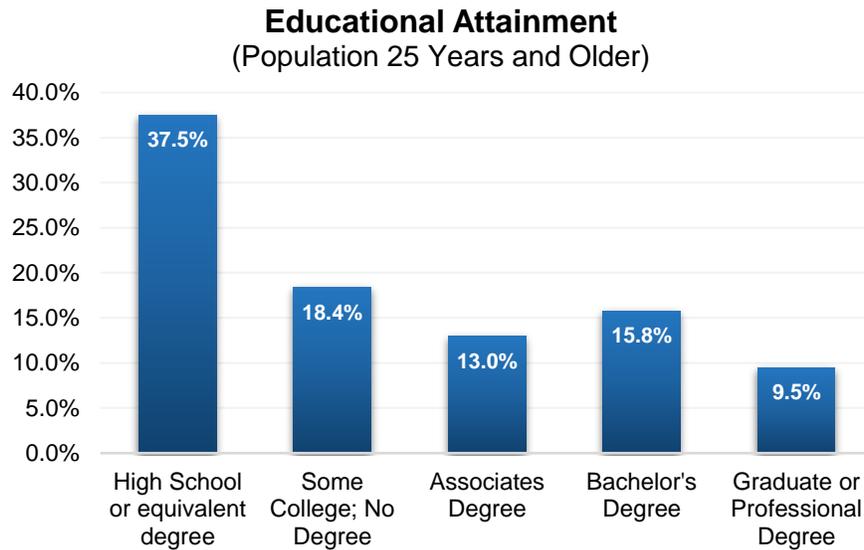


Employment Rate	
Oshkosh	63.3%
Winnebago County	64.1%
State of Wisconsin	63.2%

Major Employers in the Oshkosh Area	
▪ 4imprint	▪ Oshkosh Area School District
▪ Amcor Flexibles North America	▪ Oshkosh Community YMCA
▪ Ascension Mercy Hospital	▪ Oshkosh Corporation
▪ Aurora Medical Center & Aurora Medical Group	▪ Oshkosh Correctional Institution
▪ CESA 6	▪ Silver Star Brands
▪ City of Oshkosh	▪ University of Wisconsin Oshkosh
▪ Clarity Care	▪ UPS
▪ Hoffmaster Group	▪ US Bank
▪ Lapham-Hickey Steel	▪ Wal-Mart Super Center
▪ Miravida Living	▪ Winnebago County
▪ Muza Metal Products	▪ Winnebago Mental Health Institute
▪ Muza Metal Products	

Education

According to the US Census 2022 American Community Survey 1-Year Estimates, 92.7% of Oshkosh’s population aged 25 years and over had graduated high school or the equivalent. Additionally, 25.2% of Oshkosh’s population 25 and older hold a bachelor’s degree or higher compared to 33.2% of Wisconsin’s overall population.



The Oshkosh Area School District serves most Oshkosh residents, with fourteen elementary schools, four middle schools, and two high schools, not counting charter schools or the eAcademy.

There are a number of colleges and universities within the Oshkosh vicinity. The University of Wisconsin-Oshkosh is an institutionally accredited public 4-year school. Fox Valley Technical College-Oshkosh Riverside Campus.

Lawrence University in Appleton, Marian University in Fond du Lac, Fox Valley Technical College in Appleton, Moraine Park Technical College in Fond du Lac, Lakeland University in Grand Chute are some of the other higher educational opportunities open to residents of the region who are willing to travel.

2.3 Physical and Environmental Resources

Natural Features

The City of Oshkosh owns and maintains nearly twelve miles of shoreline along Lake Winnebago, the Fox River, and Lake Butte des Morts. Land adjacent these bodies of water is mostly developed at urban densities, in addition to city-owned lands.

Because of its location, the city has an abundance of shoreline, floodplains and other environmentally sensitive features. Over 1,500 acres are identified as either in the floodway, the 100-year floodplain, or the 500-year floodplain.

There are almost 320 acres of wetlands within the city, located for the most part along Sawyer Creek and Lake Winnebago.

Over 190 acres of woodlands also exists within city boundaries. Due to the limited number of remaining woodlands, the city has a distinct role to play in the protection of this resource. The city not only recognizes the environmental value of this declining resource, but also the historical role of woodlands and lumber in the city and the state.

The city also prioritizes the planting of trees throughout the city. Oshkosh is a member of the national “Tree City, USA” program and has continuously met the program requirements for 43 years.

Taking Root was a beautification project launched by the Oshkosh Area Community Foundation and the City of Oshkosh in January 2010. The goal was to improve the quality of life for Oshkosh’s residents and to promote Oshkosh as a leader in green communities. In 2022-2023, the Oshkosh Area Community Foundation and the City of Oshkosh launched Taking Root II. The goal was to raise funds to replant trees on public areas that were lost due to the Emerald Ash Borer (EAB); the city has funded ash removals by private contractors as well as use of in-house staff. Taking Root II successfully raised over \$300,000 which is being used to plant a diversity of tree species in public areas.

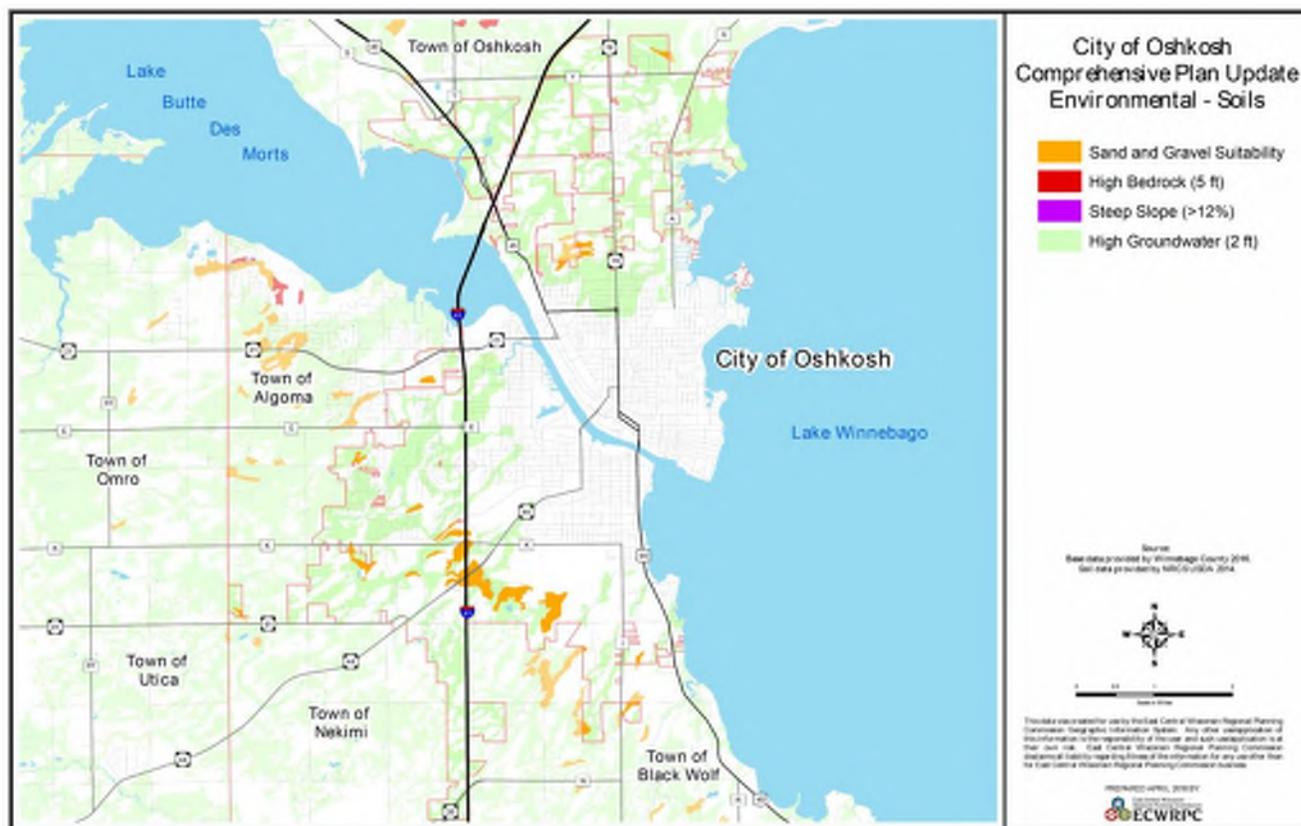
Soil Types and Topography

Although many soil types can be found in the Oshkosh area, the dominant soil type is the Kewaunee-Manawa-Hortonville association. These soils tend to be nearly level or gently sloping and have loamy or clayey subsoil, underlain by loamy or clayey glacial till. Most of these soils are good for cultivated crops. According to the current City Comprehensive Plan, about half of the land within the city is considered prime farmland.

In general, the city and surrounding areas are relatively flat. There are no steep slopes (areas with elevation change greater than 12%) within the city. The bedrock of the city and surroundings areas is composed of two major formations: the Sinnipee Group of dolomite with limestone and shale formations west of the Lake Winnebago shoreline, and the St. Peter Formation, a thin sandstone layer running north and south through the area.

The City of Oshkosh and surrounding areas are located within the Upper Fox, Lower Fox, and Wolf River drainage basins. Most of the city is in the Upper Fox Basin.

There are four named waterways within or near the city: the Upper Fox River, Sawyer Creek, Campbell Creek, and Daggets Creek. Lake Winnebago, Wisconsin's largest inland lake, lies at the bottom of the Fox-Wolf drainage basin and forms the city's eastern border. Lake Butte des Morts, an 8,581-acre lake, is connected to Lake Winnebago by the Upper Fox River.



Climate, Flora, and Fauna

Oshkosh falls in the Omernik Level IV Ecoregion - Lake Michigan Lacustrine Clay Plain category under the Southeastern Wisconsin Till Plains heading.

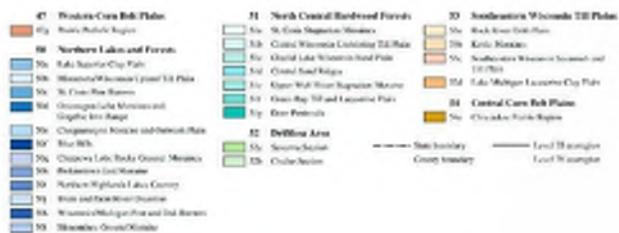
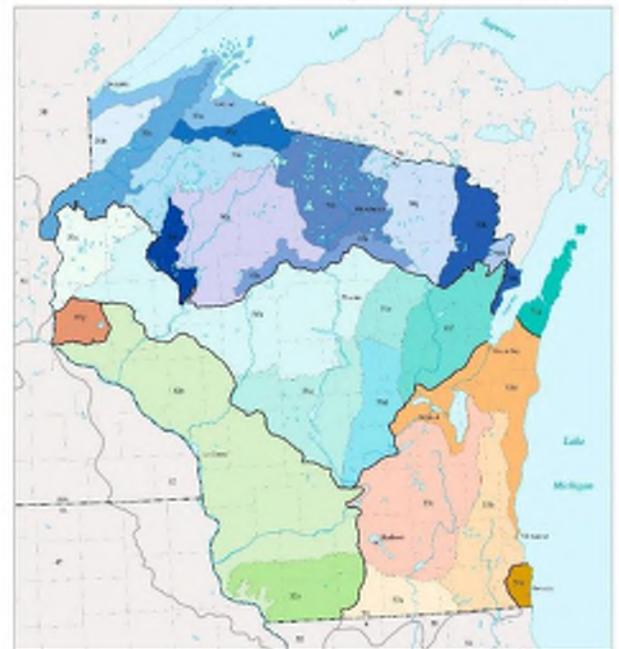
The Wisconsin DNR Ecological Landscapes are sixteen areas of Wisconsin with different ecological attributes and management opportunities. Oshkosh belongs in the Southeast Glacial Plains category.

The dominant landforms in the Southeast Glacial Plains are glacial till plains and moraines composed of materials deposited during the ice age. Soils are derived from lime-rich tills overlain by a silt-loam loess cap. This area has the highest aquatic productivity in the state for plants, insects, invertebrates, and fish.

Woodlands covered much of Winnebago and Outagamie Counties before settlement. At one time, the area was primarily covered with deciduous hardwood forest. The Fox Valley's reliance on the paper industry attests to the regions' forested history.

Landcover today tends to be agricultural cropland (58%) with remaining forests occupying only 11% of the land area. Major tree cover types include maple-basswood, oak, lowland hardwoods, and conifer swamps. The area also has extensive wetlands (12%) including large marshes and sedge meadows and extensive forested lowlands along certain rivers, such as the Lower Wolf River.

Level III and IV Ecoregions of Wisconsin



Source: Wisconsin Department of Natural Resources

2.4 Current Land Use

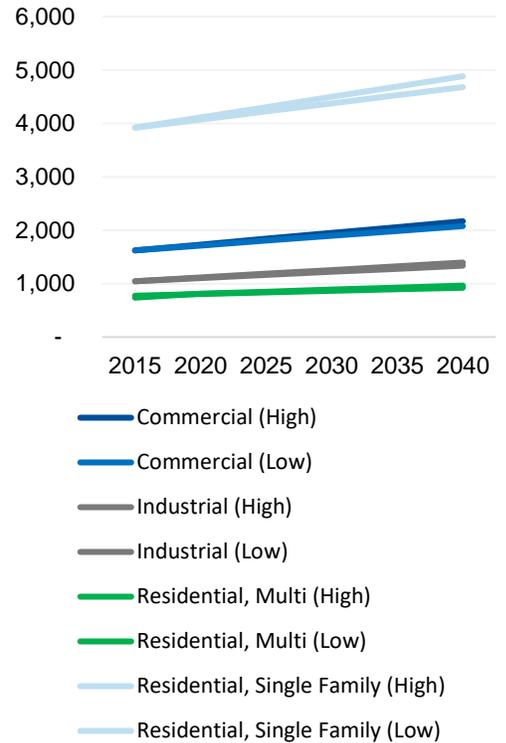
According to the land use data in the *City of Oshkosh Comprehensive Plan Update 2040*, about 74% (13,090 acres) of the land within the city is developed. Together, single-family residential (30.0%) and transportation (25.5%), comprise almost 56% of the developed uses in the city. Other developed uses include farmstead residential (0.1%) multifamily (5.9%), mobile home park (0.2%), commercial (12.4%), industrial (8.0%), quarries (0.9%), institutional (13.0%), and utilities/communications (4.0%).

Commercial and industrial uses are concentrated in the downtown area and along major transportation corridors. As a result, residential, commercial and industrial development are often in direct contact with one another.

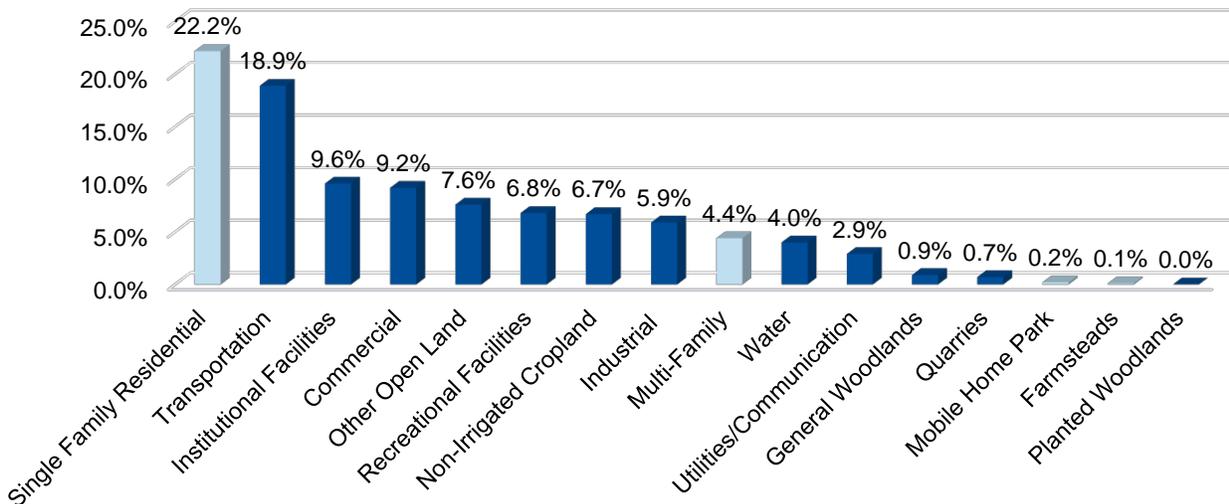
The *City of Oshkosh Comprehensive Plan* indicates that between 2000 and 2015, the city grew by about 33%. This growth and development predominately occurred in the northwestern, western and southern portions of the city.

Being situated on the western shores of Lake Winnebago, the city cannot expand to the east. The Lake, the Fox River, and myriad associated wetlands, floodplains, and other features are also constraining features. In order for the city to grow, it must either increase its overall density on existing land or annex new lands from bordering towns.

Future Land Use Projections (Acres)
High and Low Estimate Scenarios



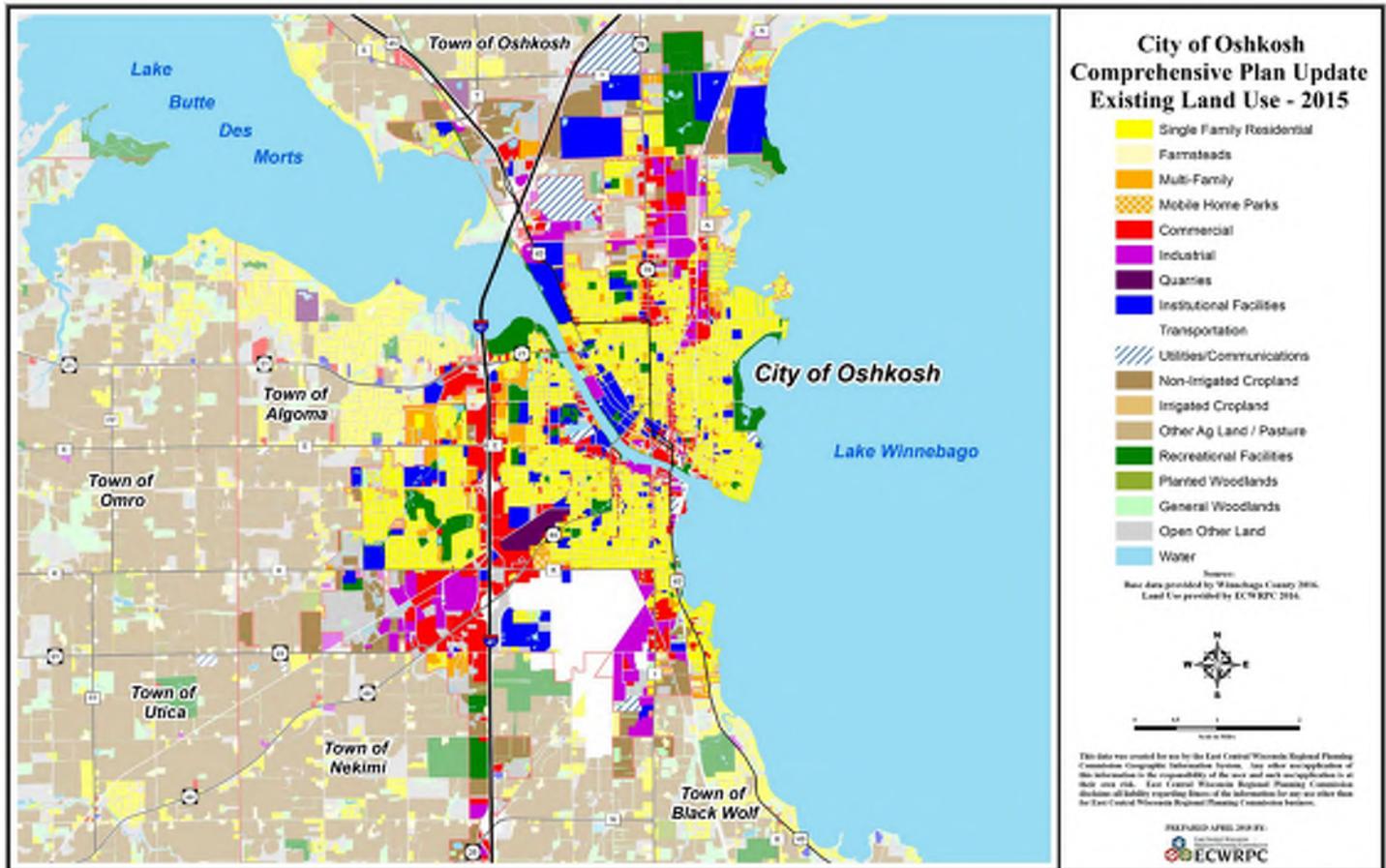
City of Oshkosh Land Uses
Data from City Comprehensive Plan
(Residential Uses Highlighted)



Section 2: Community Description

To accommodate growth in residential and industrial development between 2000 and 2016, the city annexed around 2,149 acres, and an additional 680 acres were annexed between 2016-2023.

Growth pressure also increases the potential for conflict between development and natural resource preservation.





SECTION 3

PARKLAND INVENTORY

3.0 PARKLAND INVENTORY

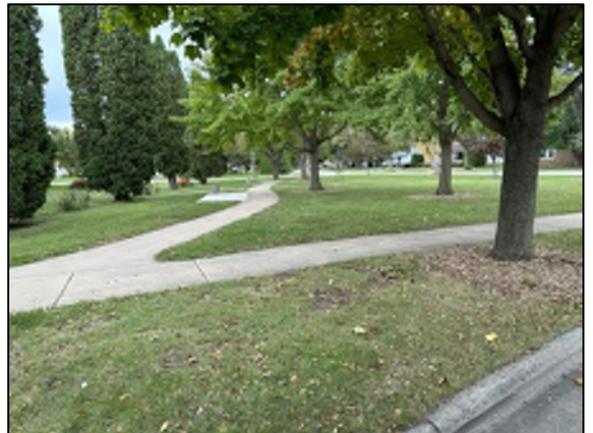
3.1 City Parks

Name:	Congress Avenue Tot Lot
Classification:	Mini Park
Address:	1410 Beech St
Location:	Located along Congress Avenue just north of the Congress Avenue Athletic Fields.
Size:	0.44 acres
Parcel/s #:	91203980200
Amenities:	<ul style="list-style-type: none"> ▪ Playground Equipment ▪ Benches



3.0 PARKLAND INVENTORY

Name:	Garden Club Park
Classification:	Mini Park
Address:	310 Mason St
Location:	Located on the southern side of Oshkosh, south of Witzel Ave and west of Sawyer St.
Size:	0.35 acres
Parcel/s #:	
Amenities:	<ul style="list-style-type: none"> ▪ Historical Interest ▪ Benches



3.0 PARKLAND INVENTORY

Name:	William Waters Plaza
Classification:	Mini Park
Address:	105 Washington Ave
Location:	Located at the intersection of State St and Washington Ave, across from the Oshkosh Public Library.
Size:	0.18 acres
Parcel/s #:	
Amenities:	<ul style="list-style-type: none"> ▪ Historical Interest ▪ Benches ▪ Tables



3.0 PARKLAND INVENTORY

Name:	44th Parallel Park
Classification:	Neighborhood Park
Address:	2230 Allerton Dr
Location:	Located on the southwest side of Oshkosh, north of W 12 th Ave.
Size:	4.90 acres
Parcel/s #:	91316400100
Amenities:	<ul style="list-style-type: none"> ▪ Open Space ▪ Playground Equipment ▪ Baseball/Softball Field ▪ Tennis Courts (2 courts) ▪ Benches ▪ Picnic Tables ▪ Open Air Shelter



3.0 PARKLAND INVENTORY

Name:	Abbey Park
Classification:	Neighborhood Park
Address:	700 South Westhaven Dr
Location:	Located on the southwest side of Oshkosh, along South Westhaven Drive.
Size:	9.01 acres
Parcel/s #:	90615460000 90615460100
Amenities:	<ul style="list-style-type: none"> ▪ Creek ▪ Natural Area ▪ Playground Equipment ▪ Trails (unpaved) ▪ Benches ▪ Picnic Tables ▪ Open Air Shelter



3.0 PARKLAND INVENTORY

Name:	Abe Rochlin Park
Classification:	Neighborhood Park
Address:	1300 N Sawyer St
Location:	Located in the north-central part of Oshkosh next to the Oshkosh Avenue Bridge.
Size:	5.16 acres
Parcel/s #:	91600260000
Amenities:	<ul style="list-style-type: none"> ▪ Fox River and Sawyer Creek ▪ Playground Equipment ▪ Trails (paved) ▪ Fishing ▪ Historical Interest ▪ Off-Street Parking ▪ Restroom ▪ Picnic Tables ▪ Shelter
Historical Note:	Abraham Rochlin's (1917-1975) company, one of the nation's leading manufacturers of plywood, purchased the Pluswood Division of Lullabye Furniture Company of Stevens Point, located on this site, in 1949. In 1987 the land was donated for a park named after Abe Rochlin. The wooden buildings were razed, but a smokestack from Wisconsin's first sawmill, built in 1847 by E.E. Foreman and Coles Bashford, was preserved.



3.0 PARKLAND INVENTORY

Name:	Baumann Park
Classification:	Neighborhood Park
Address:	1010 Fillmore Ave
Location:	Located along the Fox River, just south of Rochlin Park and the Oshkosh Avenue Bridge.
Size:	2.02 acres
Parcel/s #:	91604720300
Amenities:	<ul style="list-style-type: none"> ▪ Fox River ▪ Playground Equipment ▪ Baseball/Softball ▪ Fishing ▪ Benches ▪ Picnic Tables ▪ Open Air Shelter



3.0 PARKLAND INVENTORY

Name:	Fugleberg Park
Classification:	Neighborhood Park
Address:	2000 Doty St
Location:	Located on the southeast side of Oshkosh, along South Main Street across from the Fugleberg Boat Launch and Lake Winnebago.
Size:	2.50 acres
Parcel/s #:	91401060100
Amenities:	<ul style="list-style-type: none"> ▪ Open Space ▪ Playground Equipment ▪ Basketball Court ▪ Benches ▪ Picnic Tables ▪ Shelter
Historical Note:	Carl Fugleberg (1881-1959) served as city alderman, police commissioner, and park board member. Carl pledged \$1,500 in 1933 toward its purchase for a park. The city then bought the land from its current owners, heirs of Dr. Edwin Streich. The park was built up with fill from depression-era Works Progress Administration sewer construction.



3.0 PARKLAND INVENTORY

Name:	Mary Jewell Park
Classification:	Neighborhood Park
Address:	1600 Oshkosh Ave
Location:	Located south of Lakeshore Park along Oshkosh Ave.
Size:	4.64 acres
Parcel/s #:	91608470701
Amenities:	<ul style="list-style-type: none"> ▪ Baseball/Softball Field ▪ Picnic Area ▪ Restrooms ▪ Pavilion
Historical Note:	Mary Jewell Park was named for Mary Jewell Sawyer, wife of Edgar Sawyer, a prominent businessman and philanthropist. Active in Oshkosh cultural circles, she passed away in 1910.



3.0 PARKLAND INVENTORY

Name:	Pickart Park
Classification:	Neighborhood Park
Address:	Mary's Dr
Location:	Located in the Pickart Estates subdivision, on the west side of the city, just north of W 9 th Ave.
Size:	1.51 acres
Parcel/s #:	90665020104
Amenities:	<ul style="list-style-type: none"> ▪ Open Space



3.0 PARKLAND INVENTORY

Name:	Quarry Park
Classification:	Neighborhood Park
Address:	925 Florida Ave
Location:	Located on the south side of the city near Knapp Street.
Size:	8.02 acres
Parcel/s #:	91307010000
Amenities:	<ul style="list-style-type: none"> ▪ Open Space ▪ Soccer Fields
Historical Note:	<p>Quarry Park consists of property from three adjacent quarries dating back to the 19th century.</p> <p>William Faber's Oshkosh Stone Company, 50 feet deep, was the last quarry to close in 1954. The city bought or leased most of the land for sanitary landfills by 1962. The three landfills were filled by 1968 and plans were made for grading, fencing and adding park facilities.</p>



3.0 PARKLAND INVENTORY

Name:	Roe Park
Classification:	Neighborhood Park
Address:	300 Washington Ave
Location:	Located on the east side of Oshkosh along Washington Avenue.
Size:	1.65 acres
Parcel/s #:	90400110000
Amenities:	<ul style="list-style-type: none"> ▪ Playground Equipment ▪ Trails (paved) ▪ Benches
Historical Note:	<p>Gilbert Wheeler Roe (1833-1903) was a prominent Oshkosh banker. His children purchased land in 1909 from the original homestead and donated it for a public park named for their father. Mayor Voss designated it the city's first "inner" park and suggested it become the city's first park playground. Additional land was purchased in 1927 for park expansion.</p>



3.0 PARKLAND INVENTORY

Name:	Stevens Park
Classification:	Neighborhood Park
Address:	44 Frankfort St
Location:	Located on the east side of Oshkosh, north of Bay Shore Drive.
Size:	4.85 acres
Parcel/s #:	90804060000
Amenities:	<ul style="list-style-type: none"> ▪ Open Space ▪ Playground Equipment ▪ Trails (paved) ▪ Baseball/Softball Field ▪ Basketball Court ▪ Tennis (1 court) ▪ Community Gardens ▪ Benches ▪ Picnic Tables ▪ Restrooms ▪ Shelters
Historical Note:	Ephraim E. Stevens (1851-1907) was mayor of Oshkosh 1889-1890, state senator 1904-1905 and a local architect. He was supervising architect of several schools, including Merrill and Oshkosh High. Known as the “parks mayor” he convinced the council to buy South Park and Menominee Park. This park was dedicated to Stevens in 1974.



3.0 PARKLAND INVENTORY

Name:	Stoegbauer Park
Classification:	Neighborhood Park
Address:	745 W 6th Ave
Location:	Located in the south-central part of Oshkosh along W 6 th Avenue.
Size:	1.87 acres
Parcel/s #:	90602140000
Amenities:	<ul style="list-style-type: none"> ▪ Playground Equipment ▪ Baseball/Softball Field ▪ Basketball Court ▪ Historical Interest ▪ Benches
Historical Note:	<p>Otto J. Stoegbauer (1890-1959) served as Sixth Ward alderman for 18 years and vice mayor for a year. He was a well known local baseball umpire, nicknamed “the peacemaker” for mediating disagreements among city officials, citizens and industry. Stoegbauer Park was once the old Franklin School site across the street from where Stoegbauer lived for most of his life. He was also the school’s athletic director from 1927 to 1945.</p>



3.0 PARKLAND INVENTORY

Name:	Teichmiller Park
Classification:	Neighborhood Park
Address:	2300 Crane St
Location:	Located in the northern part of the city, just west of Oshkosh North High School.
Size:	5.59 acres
Parcel/s #:	91219620100
Amenities:	<ul style="list-style-type: none"> ▪ Playground Equipment ▪ Baseball/Softball Field ▪ Batting Cage ▪ Basketball Court ▪ Tennis (2 courts) ▪ Historical Interest ▪ Drinking Water ▪ Restrooms
Historical Note:	Algoma Park was renamed in 1994 for Bernice “Bea” Teichmiller (1917-1987), a long-time civic leader and member of the Oshkosh Common Council from 1972 to 1986. The council dedicated the park in her name to honor her efforts to ensure land or fees were set aside for parkland when land was subdivided or annexed. Today this is standard policy. The park was created in 1974.



3.0 PARKLAND INVENTORY

Name:	West Algoma Park
Classification:	Neighborhood Park
Address:	1320 Punhoqua St
Location:	Located along Oshkosh Ave and the banks of Sawyer Creek.
Size:	1.8 acres
Parcel/s #:	91600090000
Amenities:	<ul style="list-style-type: none"> ▪ Sawyer Creek ▪ Open Space ▪ Playground Equipment ▪ Fishing ▪ Historical Interest ▪ Picnic Tables ▪ Open Air Shelter
Historical Note:	<p>This park was officially named West Algoma Park in 1938. It was once called Mary Jewell Park, built on land donated by Edgar Sawyer in 1916 in memory of his wife who died in 1910. Sawyer agreed to allow a school here in 1919 in exchange for a park named Mary Jewell across the street on land formerly owned by the Jewell family. The school was never built and to clear up confusion about two parks called Mary Jewell, this one was declared West Algoma, the name people called the area before it was annexed.</p>



3.0 PARKLAND INVENTORY

Name:	Westhaven Circle Park
Classification:	Neighborhood Park
Address:	1625 South Westhaven Dr
Location:	Located in the southwest part of the city, just south of Newport Avenue.
Size:	6.59 acres
Parcel/s #:	91315810000
Amenities:	<ul style="list-style-type: none"> ▪ Open Space ▪ Playground Equipment ▪ Baseball/Softball ▪ Soccer ▪ Basketball Court ▪ Pickleball (2 courts) ▪ Tennis (1 court) ▪ Sledding Hill ▪ Benches ▪ Drinking Water ▪ Restrooms



3.0 PARKLAND INVENTORY

Name:	Lakeshore Park
Classification:	Community Park
Address:	2175 Punhoqua St
Location:	Located in the northwestern part of the city along the Fox River, north of Oshkosh Ave.
Size:	69.63 acres
Parcel/s #:	91608470701
Amenities	<ul style="list-style-type: none"> ▪ Fox River ▪ Open Space ▪ Paved Trails ▪ Fishing ▪ Benches ▪ Drinking Water ▪ Off-Street Parking ▪ Picnic Areas ▪ Restrooms ▪ 4-Seasons Building



3.0 PARKLAND INVENTORY

Name:	Menominee Park
Classification:	Community Park
Address:	Hazel St and Merritt Ave
Location:	Located on the northeast side of the city, along the shores of Lake Winnebago.
Size:	103.39 acres
Parcel/s #:	91110350000 91511870000
Amenities:	<ul style="list-style-type: none"> ▪ Lake Winnebago ▪ Open Space ▪ Playground Equipment ▪ Trails (paved) ▪ Baseball/Softball ▪ Soccer ▪ Volleyball ▪ Basketball Court ▪ Tennis (3 courts) n ▪ Pickleball (4 courts) ▪ Boat Launch ▪ Fishing Dock ▪ Ice Skating ▪ Amusement Rides ▪ Historical Interest ▪ Zoo ▪ Off-Street Parking ▪ Picnic Areas ▪ Restrooms ▪ Shelters/Pavilions
Historical Note:	Originally called North Park, the park was renamed in 1911 when Colonel John Hicks gave the city the statue of Menominee Chief Oshkosh.



3.0 PARKLAND INVENTORY

Name:	Rainbow Memorial Park
Classification:	Community Park
Address:	1650 Rainbow Dr
Location:	Located along the south side of the Fox River, just northwest of the Oshkosh Ave bridge.
Size:	17.05 acres
Parcel/s #:	91601320000 91601320100
Amenities:	<ul style="list-style-type: none"> ▪ Fox River ▪ Open Space ▪ Playground Equipment ▪ Trails (paved) ▪ Baseball/Softball ▪ Boat Launch ▪ Fishing Dock ▪ Historical Interest ▪ Benches ▪ Off-Street Parking ▪ Picnic Area ▪ Restrooms ▪ Shelter/Pavilion
Historical Note:	Rainbow Memorial Park was dedicated in 1957 to the memory of Oshkosh soldiers who served with the 42nd (Rainbow) Division in World War I.



3.0 PARKLAND INVENTORY

Name:	Red Arrow Park
Classification:	Community Park
Address:	613 North Eagle St
Location:	Situated along Sawyer Creek, in the south-central part of the city, just north of Taft Ave.
Size:	26.6 acres
Parcel/s #:	91608690000
Amenities:	<ul style="list-style-type: none"> ▪ Sawyer Creek ▪ Open Space ▪ Playground Equipment ▪ Baseball/Softball (3 fields) ▪ Disc Golf ▪ Fishing ▪ Sledding ▪ Water Park ▪ Historical Interest ▪ Skate Park ▪ Off-Street Parking ▪ Picnic Area ▪ Restrooms
Historical Note:	In 1962, the Red Arrow Veterans Club urged the city to designate a 32-acre park to honor the men of the 32nd (Red Arrow) Division of the US National Guard. The 32nd was made up of units from Wisconsin and Michigan who fought in both world wars



3.0 PARKLAND INVENTORY

Name:	South Park
Classification:	Community Park
Address:	1300 Georgia St
Location:	Located on the south side of the city, along W South Park Ave.
Size:	23.68 acres
Parcel/s #:	91305740000
Amenities:	<ul style="list-style-type: none"> ▪ Lagoons ▪ Open Space ▪ Playground Equipment ▪ Trails (paved) ▪ Horseshoes ▪ Basketball Court ▪ Pickleball (4 courts) ▪ Tennis (2 courts) ▪ Fishing ▪ Historical Interest ▪ Splash Pad ▪ Benches ▪ Off-Street Parking ▪ Picnic Areas ▪ Restrooms ▪ Shelters/Pavilions
Historical Note:	Mayor Ephraim Stevens convinced the council to buy part of the homestead of Dr. Samuel Osborn in 1889 for a south side park to complement park land purchased on the north side of the Fox River. An attempt to rename South Park in 1934 was unsuccessful.



3.0 PARKLAND INVENTORY

Name:	24th Avenue Boat Launch
Classification:	Waterfront Recreation
Address:	2404 S Main St
Location:	Located on the southeast side of the city, across from Glatz Nature Preserve.
Size:	1.68 acres
Parcel/s #:	91413370000
Amenities:	<ul style="list-style-type: none"> ▪ Lake Winnebago ▪ Boat Launch ▪ Fishing ▪ Benches ▪ Off-Street Parking ▪ Picnic Area ▪ Restrooms



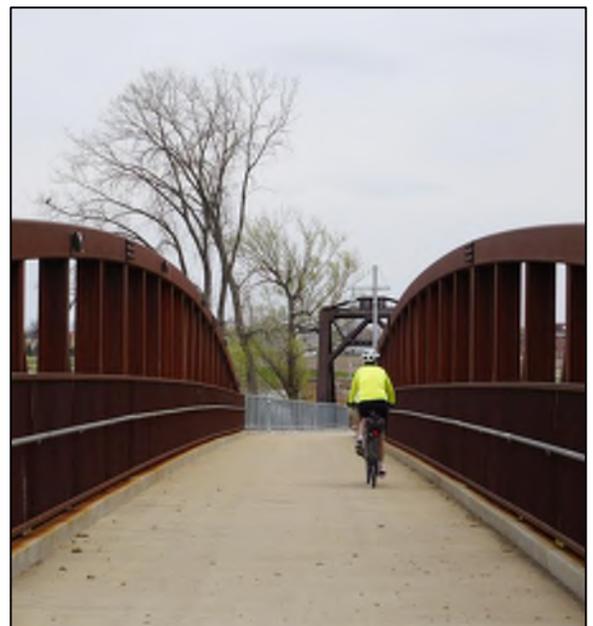
3.0 PARKLAND INVENTORY

Name:	Al Broullire Memorial Garden
Classification:	Waterfront Recreation
Address:	500 South Main St
Location:	Located along the Fox River, southeast of the S Main Street bridge.
Size:	0.14 acres
Parcel/s #:	90301330100
Amenities:	<ul style="list-style-type: none"> ▪ Fox River ▪ Fishing ▪ Riverwalk



3.0 PARKLAND INVENTORY

Name:	Boatworks
Classification:	Waterfront Recreation
Address:	362 Michigan St
Location:	Located in the south-central part of the city, along the Fox River between the Jackson St and Wisconsin St bridges.
Size:	5.00 acres
Parcel/s #:	90904970300
Amenities:	<ul style="list-style-type: none"> ▪ Fox River ▪ Open Space ▪ Trails (paved) ▪ Kayak/Canoe Launch ▪ Fishing Dock ▪ Off-Street Parking ▪ Picnic Area ▪ Restroom ▪ Shelter/Pavilion



3.0 PARKLAND INVENTORY

Name:	Bowen Street Fishing Dock
Classification:	Waterfront Recreation
Address:	1 Bowen St
Location:	Located at the junction of the Fox River and Lake Winnebago on the east-central side of the city.
Size:	0.33 acres
Parcel/s #:	
Amenities:	<ul style="list-style-type: none"> ▪ Lake Winnebago ▪ Fishing



3.0 PARKLAND INVENTORY

Name:	Carl E. Steiger Park
Classification:	Waterfront Recreation
Address:	19 Wisconsin St
Location:	Located along the riverfront and the Wisconsin Street bridge; across from William A Steiger Park.
Size:	2.43 acres
Parcel/s #:	90103660100
Amenities:	<ul style="list-style-type: none"> ▪ Fox River ▪ Open Space ▪ Trails (paved) ▪ Fishing ▪ Historical Interest ▪ Picnic Area ▪ Open Air Shelter
Historical Note:	The city dedicated this park in 1985 to Carl Steiger (1896-1985), an Oshkosh civic leader and president of Deltox Rug Company from 1929 until it closed in 1968. The city razed several Deltox buildings to create the park. Deltox was founded as Oshkosh Grass Matting Company and in the early 1900s manufactured rugs and twine from tough marsh grass in area wetlands.



3.0 PARKLAND INVENTORY

Name:	Fugleberg Boat Launch
Classification:	Waterfront Recreation
Address:	1942 S Main St.
Location:	Located in the southeast section of the city, across from Fugleberg Park.
Size:	2.4 acres
Parcel/s #:	91401060000
Amenities:	<ul style="list-style-type: none"> ▪ Lake Winnebago ▪ Boat Launch ▪ Fishing ▪ Off-Street Parking ▪ Restrooms



3.0 PARKLAND INVENTORY

Name:	Michigan Street Fishing Dock
Classification:	Waterfront Recreation
Address:	362 Michigan St.
Location:	Located next to Boatworks, along the Fox River.
Size:	0.60 acres
Parcel/s #:	
Amenities:	<ul style="list-style-type: none">▪ Fox River▪ Fishing▪ Off-Street Parking



3.0 PARKLAND INVENTORY

Name:	Riverside Park
Classification:	Waterfront Recreation
Address:	101 Ceape Ave
Location:	Located on the north side of the Fox River in the east-central part of the city next to Leach Amphitheater and the S Main St bridge.
Size:	2.03 acres
Parcel/s #:	90824342001 90824342002
Amenities:	<ul style="list-style-type: none"> ▪ Fox River ▪ Open Space ▪ Trails (paved) ▪ Riverwalk ▪ Fishing ▪ Historical Interest ▪ Off-Street Parking ▪ Gazebo
Historical Note:	<p>Mayor John Voss referred to this spot as "Riverside Park" in 1910. The Park Board liked and approved the name.</p> <p>.,The land had been donated in 1909 by lumberman William Bray in memory of his parents. Bray served in the Wisconsin Assembly in 1909 and was state senator 1915-1917.</p>



3.0 PARKLAND INVENTORY

Name:	William A. Steiger Park
Classification:	Waterfront Recreation
Address:	200 N Campbell Rd
Location:	Located on the south shore of the Fox River, next to the Oshkosh Senior Center.
Size:	2.52 acres
Parcel/s #:	90608010000
Amenities:	<ul style="list-style-type: none"> ▪ Fox River ▪ Trails (paved) ▪ Boat Launch ▪ Fishing Dock ▪ Historical Interest ▪ Open Air Shelter
Historical Note:	<p>William Steiger (1938-1978) represented the Sixth Congressional District from 1967 to 1978. Steiger obtained a federal grant in 1978 to help purchase the land that became Steiger Park in 1982. The area has long been a favorite fishing spot, once crowded with fishing shanties. Part of the old railroad bridge was preserved as a fishing dock for people with disabilities.</p>



3.0 PARKLAND INVENTORY

Name:	Hiker Monument
Classification:	Special Use Park
Address:	1401 Algoma Blvd
Location:	Located at the intersection of Congress Ave, Algoma Ave, and High Ave.
Size:	1.12 acres
Parcel/s #:	91200140000
Amenities:	<ul style="list-style-type: none"> ▪ Nature Area ▪ Trails (unpaved) ▪ Historical Interest
Historical Note:	Monument to Spanish-American War Veterans



3.0 PARKLAND INVENTORY

Name:	Leach Amphitheater
Classification:	Special Use Park
Address:	300 Ceape Ave
Location:	Located in the east-central part of the city, along the Fox River, between the S. Main St bridge and the railroad tracks.
Size:	8.00 acres
Parcel/s #:	90800210000
Amenities:	<ul style="list-style-type: none"> ▪ Fox River ▪ Open Space ▪ Trails (paved) ▪ Off-Street Parking ▪ Riverwalk ▪ Performance Stage ▪ Restrooms ▪ Concession Stands ▪ Storage Shed



3.0 PARKLAND INVENTORY

Name:	Opera House Square
Classification:	Special Use Park
Address:	315 N Main St
Location:	Located in the downtown area, along Main St.
Size:	1.01 acres
Parcel/s #:	90100010000
Amenities:	<ul style="list-style-type: none"> ▪ Open Space ▪ Historical Interest ▪ Benches



3.0 PARKLAND INVENTORY

Name:	Killian G. Spanbauer Field
Classification:	Special Use Park
Address:	713 S Sawyer St
Location:	Located in the south-central part of the city, just north of W 9 th Ave, near Franklin Elementary School.
Size:	2.77 acres
Parcel/s #:	90606820000
Amenities:	<ul style="list-style-type: none"> ▪ Softball Field ▪ Historical Interest ▪ Benches ▪ Off-Street Parking
Historical Note:	The South Side Lighted Diamond was renamed in 1989 to honor Killian G. Spanbauer (1927-1987), a local athlete, businessman and civic leader. The property had been a public baseball diamond since the 1940s. Spanbauer served on the Oshkosh City Council 1985 – 1987 and was president of Athlete’s Foot of Wisconsin, Inc. He was founder of the Club 13 softball club and the Wisconsin Flyers basketball team.



3.0 PARKLAND INVENTORY

Name:	Campbell Creek Marsh
Classification:	Natural Resource Area
Location:	Located in the parcel bounded by Witzel, North Campbell Road, Josslyn Street and Taft Avenue.
Size:	26.5 acres
Amenities:	<ul style="list-style-type: none">▪ Nature Area



3.0 PARKLAND INVENTORY

Name:	Glatz Nature Park
Classification:	Natural Resource Area
Address:	120 W 25th Ave
Location:	Located on the city’s south side, across from 24 th Avenue Boat Launch.
Size:	1.77 acres
Parcel/s #:	91413370400
Amenities:	<ul style="list-style-type: none"> ▪ Nature Area ▪ Trails (unpaved) ▪ Historical Interest
Historical Note:	<p>Glatz Nature Preserve was dedicated on bicentennial day, July 4, 1976, with Glatz family members present.</p> <p>John Glatz and Christian Elser established a brewery on this site in 1869, that eventually turned into the Oshkosh Brewing Company. The brewery was dismantled in 1914, leaving the foundation walls and caverns. In 1976, the city purchased the two acre site for a nature park. With a lot of community assistance, the caverns were cleared out and reinforced, an entrance and trails created, and a fence constructed. Today after years of damage and neglect, only one wall of the brewery remains– the oldest surviving brewing structure in the city.</p>



3.0 PARKLAND INVENTORY

Name:	North High Conservancy
Classification:	Natural Resource Area
Address:	1200 Morgan Ave
Location:	Located in the north part of the city, adjacent to Oshkosh North High School.
Size:	12.19 acres
Parcel/s #:	91219400100
Amenities:	<ul style="list-style-type: none"> ▪ Retention Pond ▪ Nature Area ▪ Trails (unpaved)



3.0 PARKLAND INVENTORY

Name:	Rusch Park
Classification:	Natural Resource Area
Address:	3200 West 20th Ave
Location:	Located in the southwest part of the city, next to Traeger Middle School.
Size:	41.27 acres
Parcel/s #:	91333010000
Amenities:	<ul style="list-style-type: none"> ▪ Boardwalk ▪ Sawyer Creek ▪ Nature Area ▪ Open Space ▪ Trails (paved and unpaved)



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3.2 Public School-Owned Recreational Facilities

Oshkosh is served by the Oshkosh Area School District and various private schools.

Carl Traeger Elementary/Middle School

- 3000 W 20th Ave
- Outdoor facilities include: multiple football/soccer fields, multiple baseball/softball fields, basketball courts, playground equipment, hard surface play area, and off-street parking.

Emmeline Cook Elementary

- 1600 Hazel St
- Outdoor facilities include: football/soccer, baseball/softball, playground equipment, hard surface play area, and off-street parking.

Franklin Elementary

- 1401 W 5th Ave
- Outdoor facilities include: baseball/softball, open space, basketball, playground equipment, hard surface play area, and off-street parking.

Jefferson Elementary

- 244 W 11th Ave
- Outdoor facilities include: football/soccer, baseball/softball area, playground equipment, hard surface play area, and off-street parking.

Lakeside Elementary (not shown)

- 4991 South U.S. Highway 45
- Outdoor facilities include: open space, baseball/softball area, playground equipment, hard surface play area, and off-street parking.

Menominee Elementary School

- 915 Hazel St
- Outdoor facilities include: Not applicable. School not finished as of the writing of this plan.

Oaklawn Elementary

- 112 Viola Ave
- Outdoor facilities include: open space, playground equipment, hard surface play area, and off-street parking.

Oakwood Elementary

- 1225 N Oakwood Rd
- Outdoor facilities include: football/soccer, baseball/softball, playground equipment, hard surface play area, Sheldon Nature area with trails, and off-street parking.

Read Elementary

- 1120 Algoma Blvd
- Outdoor facilities include: baseball/softball area, playground equipment, hard surface play area, and off-street parking.

Roosevelt Elementary

- 910 N Sawyer Ave
- Outdoor facilities include: open space, baseball/softball area, playground equipment, hard surface play area, and off-street parking.

Shapiro

- 1050 W 18th Ave
- Outdoor facilities include: open space, baseball/softball area, playground equipment, hard surface play area, and off-street parking.

Washington Elementary

- 929 Winnebago Ave
- Outdoor facilities include: baseball/softball area, playground equipment, hard surface play area, and off-street parking.

Perry Tipler Middle/Oshkosh Early Learning

- 325 South Eagle St
- Outdoor facilities include: multiple soccer fields, playground equipment, hard surface play area, and off-street parking.

South Park Middle

- 1551 Delaware St
- Outdoor facilities include: open space, baseball/softball area, and off-street parking.

Vel Phillips Middle School

- 1401 Kentucky St
- Outdoor facilities include: none at the time of writing

Oshkosh North High

- 1100 W Smith Ave
- Outdoor facilities include: football/soccer field, synthetic turf football field, baseball field, softball field, 8 tennis courts, running track with field events, practice areas, and off-street parking.

Oshkosh West High

- 375 N Eagle St
- Outdoor facilities include: football/soccer fields, baseball field, softball field, running track with field events, practice space, and off-street parking.

3.3 Additional Area Recreation Resources

The following is a selection of outdoor facilities and/or recreational sites open to the public within a half hours drive or less from the city.

Asylum Point Park and Boat Landing (Winnebago County)

- 3300 Sherman Rd, Oshkosh, WI 54901
- Situated on the shores of Lake Winnebago, Asylum Point Park is a tranquil area featuring miles of hiking trails, a public boat launch, great fishing, and a historic lighthouse. Park users are welcomed by beautiful landscapes of scenic lakefront, marshland and prairie with opportunities for wildlife viewing.

Coughlin Nature Area (Winnebago County)

- 625 E County Rd Y, Oshkosh, WI 54901 (Winnebago County)
- Located off CTH Y next to the J.P. Coughlin Center and a short walk from Winnebago County Park, the Coughlin Nature Area offers one mile of walking paths with educational signage about the site's wildlife. During the winter months, the paths become snowshoe trails. Dedicated in October 1998, the area also includes a Memorial Tree Grove.

Ken Roble Conservation Park (Winnebago County)

- 3396 Walter St, Oshkosh, WI 54901
- Dedicated in 2018, this 25-acre conservation park includes hiking and biking trails, and two ponds. People can view wildlife or fish from an accessible pier made of recycled plastic. This site was formerly a landfill and then converted into a park as part of a remediation program funded by Winnebago County Solid Waste Department's trust. It is named after Ken Robl in honor of his 39 years as a Winnebago County Board member and Solid Waste Committee participant. Park goals are to offer educational opportunities focusing on solid waste and recycling programs, to support community outdoor recreation programs, and to be an example of a landfill end use plan that benefits the community. The park is free and open to the public.

Mascoutin Valley State Trail

- A 21-mile trail built on a former railroad corridor, offering opportunities for hiking, biking, horseback riding, snowmobiling, skiing and more. The western section runs from Berlin to Ripon, and the eastern section runs from Rosendale to Fond du Lac.

Terrell's Island Trail

- 5401-5541 Shubert Rd, Omro, WI 54963
- Offers several hiking trails managed by the Butte des Morts Conservation Club.

Shangri La Point Nature Preserve (Winnebago County)

1.5 miles west of Hwy 110, at the intersection of Shangri La Point and Ryf Roads
This scenic and rare four-tiered wetland is approximately 55 acres in size and offers excellent waterfowl viewing and wildflower displays, particularly in the spring. Plants range from submerged aquatics to upland woody vegetation. There is currently no good public access to the site, and parking is done along road edges. However, plans are in the works for a small parking area.

Sunnyview Expo Center (Winnebago County)

- 500 E County Rd Y, Oshkosh, WI 54901
- Located just north of Winnebago County Community Park, the Sunnyview Exposition Center includes the Exposition Building, Covered Arena, and Sunnyview Stadium. Additionally, there are exhibition halls, a concession building, a covered show arena, and outdoor arena. The Sunnyview Stadium has a state-of-the-art production ready stage with seating for up to 31,000, including the grandstands. A clay pull track is used for truck and tractor pulls, demolition derbies, and other motor vehicle events. Sunnyview Exposition Center provides an array of entertainment offerings throughout the year as well as camping during events.

Winnebago County Community Park (Winnebago County)

- 501 E County Rd Y, Oshkosh, WI 54901
- Winnebago County Community Park offers an extensive variety of active and passive recreational activities including baseball, soccer, rugby, disc golf, archery, a tennis/basketball court, volleyball nets, a dog park, and extensive walking trails. It is one of the County's most used parks and its facilities are rented throughout the summer season.

3.4 Bicycle and Pedestrian Facilities and Trails

Pedestrian and bicycle facilities are essential to providing access to parks, businesses, tourist attractions, and other amenities for users that do not have access to a vehicle. Walking and biking are also done for general health, recreational, economical, and environmental reasons. This close and personal form of transportation also promotes social interaction among families and the community. Recognizing the importance of trails, the City of Oshkosh updated its Bicycle and Pedestrian Master Plan in 2019.

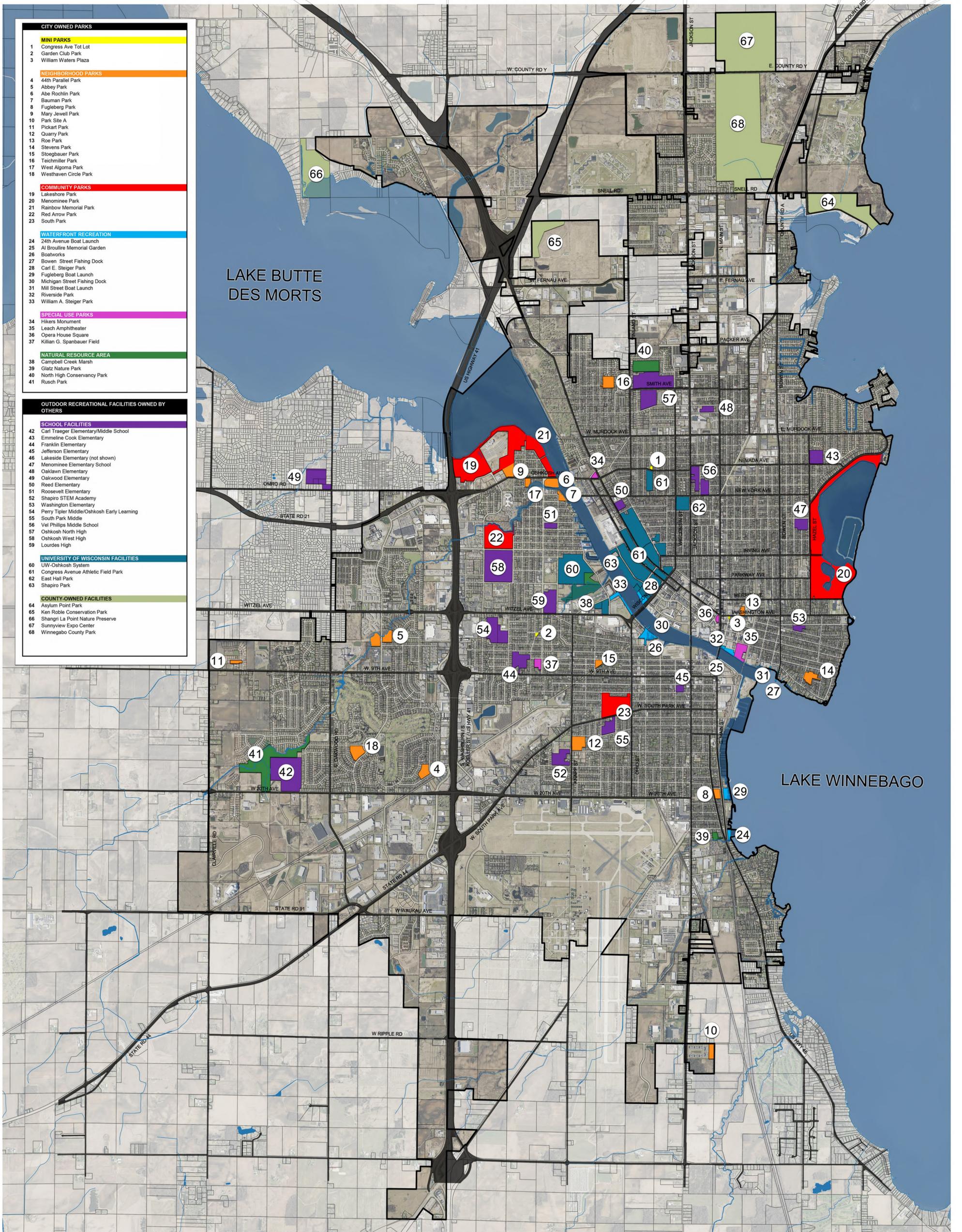
One of the major area trails is the WIOUWASH State Trail, a 21.8-mile former rail corridor that is named for the 4 counties it crosses through: Winnebago, Outagamie, Waupaca, and Shawano. Part of the WIOUWASH Trail runs from Oshkosh through Hortonville. The trail is relatively smooth, flat, and made of a crushed limestone base. It passes through several diverse landscapes including wooded areas, grassland prairies, farmland, and urban areas.

The City of Oshkosh Existing Bicycle & Trail Facilities Trail Map (from *City of Oshkosh Bicycle and Pedestrian Master Plan*) is included at the end of this section.

For more information on Oshkosh walking facilities and trails, please refer to the following publications.

- *City of Oshkosh Bicycle and Pedestrian Master Plan*, adopted November, 2019.
- *The Economic, Health, and Environmental Impact of Bicycling and Walking Facilities* by the East Central Wisconsin Regional Planning Commission adopted October 28, 2022.
- *The Impacts of East Central Wisconsin's Bike and Pedestrian Facilities on the Regional Economy* by ESI Econsult Solutions Inc. approved on October 28, 2022.
- *Connecting People & Communities: Winnebago County Bicycle & Pedestrian Plan*, adopted February 14, 2017

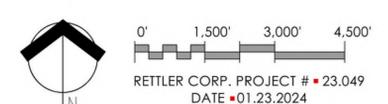
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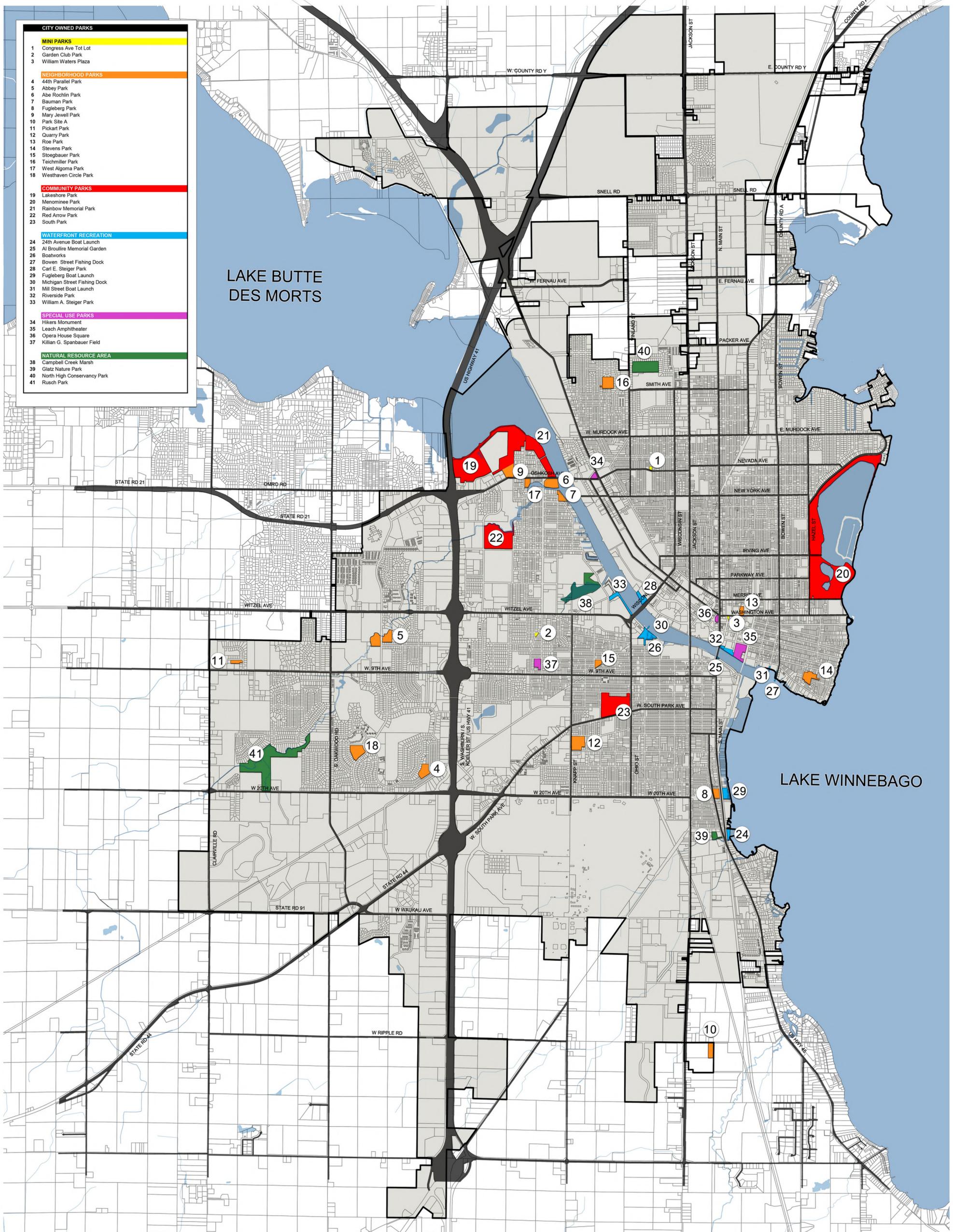
- CITY OWNED PARKS**
- MINI PARKS**
- 1 Congress Ave Tot Lot
 - 2 Garden Club Park
 - 3 William Waters Plaza
- NEIGHBORHOOD PARKS**
- 4 44th Parallel Park
 - 5 Abbey Park
 - 6 Abe Roehlin Park
 - 7 Bauman Park
 - 8 Fugleberg Park
 - 9 Mary Jewell Park
 - 10 Park Site A
 - 11 Pickart Park
 - 12 Quarry Park
 - 13 Roe Park
 - 14 Stevens Park
 - 15 Stoegbauer Park
 - 16 Teichmiller Park
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CITY OF OSHKOSH
PARK AND SCHOOL LOCATION MAP
 805 Witzel Avenue, Oshkosh, WI 54903-1130



3317 BUSINESS PARK DRIVE
 STEVENS POINT, WI 54482



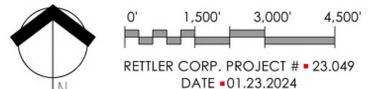
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LAKE BUTTE
DES MORTS

LAKE WINNEBAGO



CITY OF OSHKOSH
OSHKOSH PARK LOCATION MAP
 805 Witzel Avenue, Oshkosh, WI 54903-1130

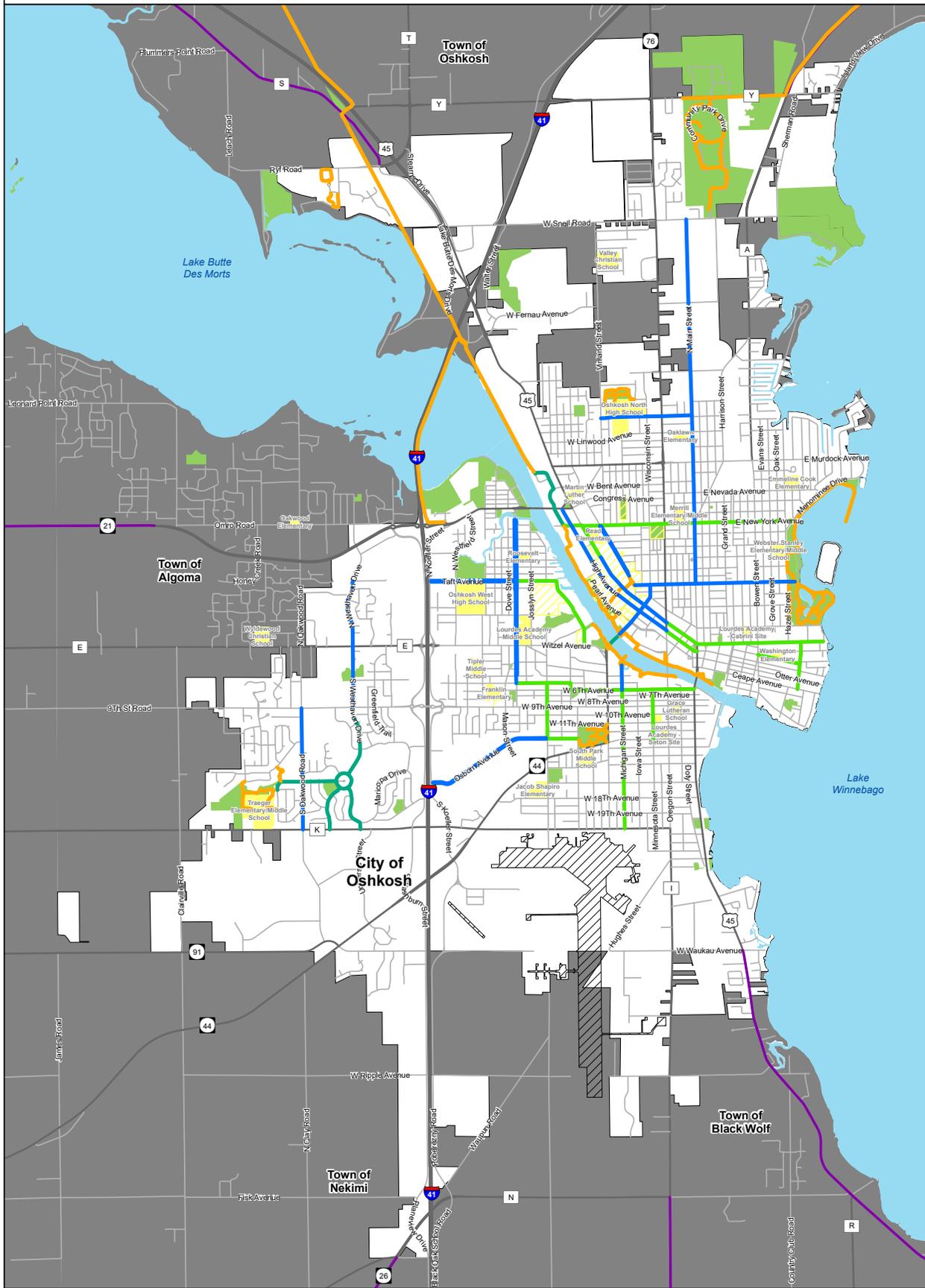


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3317 BUSINESS PARK DRIVE
 STEVENS POINT, WI 54482

City of Oshkosh Existing Bicycle & Trail Facilities



- Bicycle Lane
- Off Road Bike Route
- Sharrow Bike Lane
- Signed Bike Route
- Paved Shoulder
- City of Oshkosh Boundary
- Airport
- UW-Oshkosh Campus
- Oshkosh Schools
- Recreational Parks

Source:

This data was created for use by the East Central Wisconsin Regional Planning Commission Geographic Information System. Any other use/application of this information is the responsibility of the user and such use/application is at their own risk. East Central Wisconsin Regional Planning Commission disclaims all liability regarding fitness of the information for any use other than for East Central Wisconsin Regional Planning Commission business.

Scale in Miles

PREPARED OCTOBER 2019 BY:



SECTION 4

PARKLAND ANALYSIS

4.0 PARKLAND ANALYSIS

The City of Oshkosh owns and maintains forty-one park sites, totaling roughly 417 acres. These parks tend to be distributed somewhat evenly throughout the residentially zoned and developed community, with an emphasis on waterfront and south-central locations.

Determining if community open space needs are being met is best approached from a variety of angles. To obtain a more comprehensive picture, this section examines the existing City of Oshkosh park facilities from five different angles:

- Acreage Standards Comparison
- Service Area Evaluation
- Suggested Recreational Standards Comparison
- Community Input
- Regional and State Trends

4.1 Acreage Standards Comparison

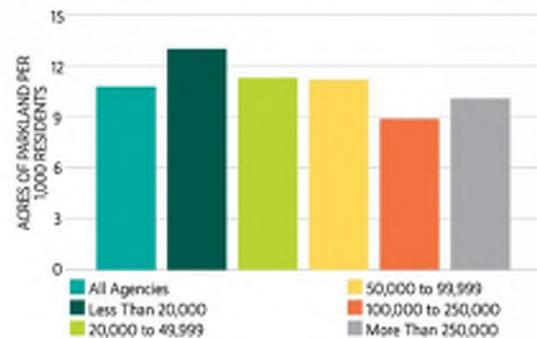
The Acreage Standards Comparison compares the acres of city-owned parkland to the number of residents, in an acres per 1,000 persons format.

The 2011-2016 Wisconsin Statewide CORP (in Appendix F: Guidelines for the Development of Local Comprehensive Outdoor Recreation Plans) recommends that park classifications and standards “usually correspond to the National Recreation and Park Association’s (NRPA) recreation, park, and open space standards guidelines.” Additionally, the *Guidelines for the Development of Local Comprehensive Outdoor Recreation Plans* published by the Wisconsin Department of Natural Resources Bureau of Community Assistance recommends that local communities provide at least 6.25 to 10.5 acres per 1,000 persons.

The National Recreation and Park Association (NRPA), while historically recommending 7-10 acres per 1,000 residents, currently encourages each community to evaluate level of service (LOS) in coordination with citizen input and adapt the recommendations to develop their own customized standards. However, according to the 2023 National Recreation and Park Association Agency Performance Review, "The typical park and recreation agency manages 10.8 acres of parkland for every 1,000 residents in its jurisdiction... Parkland (in this case) refers to both maintained parks and open space areas, such as green spaces and courtyards."

The chart on the following page is based on population numbers provided by the City Clerk’s office.

FIGURE 2: ACRES OF PARKLAND PER 1,000 RESIDENTS (BY JURISDICTION POPULATION)



	All Agencies	Less Than 20,000	20,000 to 49,999	50,000 to 99,999	100,000 to 250,000	More Than 250,000
Median	10.8	13.0	11.3	11.2	8.9	10.1
Lower Quartile	5.3	6.0	5.9	5.0	4.5	5.2
Upper Quartile	18.4	21.1	17.9	17.3	17.1	17.4

CITY OF OSHKOSH COMPARISON TO NRPA ACREAGE RECOMMENDATIONS		
Park Type	Recommended Acres per 1,000 Residents	Oshkosh Park Acres per 1,000 Residents
Mini Parks	0.25 - 0.5 acres	0.01 acres
Neighborhood Parks	1 - 2 acres	0.95 acres
Community Parks	5 - 8 acres	3.95 acres
Special Use Parks	variable	0.19 acres
Waterfront Parks	variable	0.26 acres
Natural Resource Areas	variable	1.22 acres
TOTAL NRPA LOS CLASSIFIED PARKLAND	6.25 – 10.5 acres	4.55 acres
TOTAL CITY-OWNED PARKLAND	N/A	6.22 acres

As can be seen above, city-owned parkland areas are lower than the recommended acreage metrics in all the park categories that come with NRPA service area and level of service recommendations. While this particular metric is short, it is important to note that the city is also served by several large county park areas as well as a limited amount of parkland from adjoining municipalities.

4.2 Service Area Evaluation

A Service Area Evaluation projects a specified distance around each NRPA classified park (mini, neighborhood, and community) based on Level of Service (LOS) classification and guidelines adopted by the city in previous Comprehensive Outdoor Recreation Plans. This section also examines land usage, as designated by zoning classifications, within the service areas.

All five Community Parks are situated toward the center of the city. Three of them are located along a river or lake waterfront. The 1-to-2-mile service radii of these Community Parks covers the majority of residentially zoned areas, however there are some areas to the far north, southwest, and southeast that do not have adequate coverage.

A Neighborhood Park's service area is a ¼ to ½ mile distance, uninterrupted by major roads and other physical barriers such as waterways, wetlands, and railroad tracks. Oshkosh's 15 Neighborhood Parks tend to be concentrated toward the center of the city, with significant numbers in the southern half.

There are several residentially-zoned areas of the community that are not served within the desired 1/4 to 1/2-mile neighborhood park radius. These areas are mainly found in the northern parts of the city.

Oshkosh has only three Mini Parks, however it is not unusual for municipalities to focus on neighborhood parks as the smallest unit of the park system rather than Mini Parks for maintenance and efficiency reasons.

Please refer to the Park Service Area Map, the Parks over Residential and Mixed-Use Zoning Map, the Park Service Area over Residential and Mixed-Use Zoning Map, and the Proposed Park Acquisition Maps at the back for recommended locations for future Oshkosh parks.

4.3 Suggested Recreation Standards Comparison

Adopted standards are another method used to determine a community’s recreation needs. The NRPA has developed recommendations for a number of outdoor recreational facility types, which in turn, provided the basis for Wisconsin DNR recommendations.

Suggested Recreation Facility Development Standards (selected facilities)						
Facility/Activity	No. of Units per Population	Oshkosh Population	No. Units Needed	Units in Park System	Meet Recommendations?	Other Area Providers
Baseball	1 per 5,000	66,986	13.40	1	No	See Oshkosh area schools, particularly the High Schools
Basketball	1 per 5,000	66,986	13.40	7	No	Also see Oshkosh area schools, particularly the High Schools
Football	1 per 20,000	66,986	3.35	0	No	See UW-O Sports Complex, also area High Schools
Ice Hockey/Ice Skating	Indoor – 1 per 100,000. Outdoor depends on climate.	66,986	0.67	2	Yes	Outdoor ice skating at Menominee Park. Indoor ice at Oshkosh Community YMCA.
Outdoor Pool	1 per 20,000	66,986	3.35	1	No	Splash Pad at South Park.
Running Track	1 per 20,000	66,986	3.35	0	No	Two at the UW-O Sports Complex. Also see Oshkosh North and West High Schools.
Soccer	1 per 10,000	66,986	6.70	4	No	Also see Oshkosh area schools, particularly the High Schools

Softball/Little League	1 per 5,000	66,986	13.40	16	Yes	Also see Oshkosh area schools, particularly the High Schools
Tennis & Pickleball	1 court per 2,000	66,986	33.49	21	No	Also see Oshkosh area schools, particularly the High Schools
Trail System	1 system per region	66,986	1	1	Yes	Numerous local and park trails. Regional WIOUWASH Trail.
Volleyball	1 court per 5,000	66,986	13.40	2	No	

Selected from *Recreation Facility Development Standards* from Appendix 11 of the *WDNR Guidelines for the Development of Local Comprehensive Outdoor Recreation Plans*

Both of the above mentioned suggested Outdoor Recreation Facility Development standards are included in the appendix section of this plan. These standards were reviewed during the development of the Needs Assessment.

It should be noted however, that these standards have been developed primarily for urban communities and assume the needs and wants of individuals are similar in all areas. Additionally, these standards do not take into account local demographics, user preferences and physical barriers between actual park locations. While useful, these standards should be subject to the locally gathered data in the Needs Assessment section in prioritizing and justifying the real needs for the community.

4.4 Community Input Summary

“A standard for parks and recreation cannot be universal, nor can one city be compared with another even though they are similar in many respects.”

NRPA Park, Recreation, Open Space and Greenway Guidelines.

The most important gauge of how well the park system is meeting the needs of the community is by studying input gained directly from community residents, officials, and staff.

The online community survey, completed by approximately 483 persons, reveals that 87% of respondents are “satisfied” or “very satisfied” with the park system and thankful for the hard work that the parks department puts in. When asked what amenities are most important, the top ten items are as follows: Restrooms, Paved Trails, the Riverwalk, Menominee Park Zoo, Leach Amphitheater, Picnic Areas, Unpaved Trails, Parking Lots, Playgrounds, and Pavilions/Shelters. The most desired new or additional features are more Biking/Walking Trails, and completing the Riverwalk.

The following section, *Section 5: Needs Assessment*, will examine this data, including comments, in much more depth. Please see Appendix A for actual survey responses.

4.5 Regional and State Trends

As of the time of writing, the *2019-2023 Wisconsin Statewide Comprehensive Outdoor Recreation Plan* is the most current state CORP. The following data from the that plan is useful for a larger Wisconsin perspective.

Overall, 95% of Wisconsin adults participated in some type of outdoor recreation in the past year. Wisconsin residents' top five favorite nature-based outdoor activities were: walking/hiking, fishing, hunting, bicycling, and camping.

The SCORP divides the state of Wisconsin into eight regions. The Lake Winnebago Waters region (of which Oshkosh is a part) "is centered on the Lake Winnebago watershed which includes the lakes of Butte des Morts, Winneconne, and Poygan as well as the Fox and Wolf rivers. Together, these waters are the major recreational resource within the region" and "draw visitors from throughout the state and beyond for boating, fishing, hunting, bird watching, and more."

In the Regional Recreation Needs section, activities rated highly by respondents in the Lake Winnebago Waters region included:

- Bicycling (all kinds)
- Bird or wildlife watching
- Camping
- Canoeing or kayaking
- Cross country skiing
- Dog walking
- Fishing
- Hiking, walking, trail running, backpacking
- Hunting
- Motor boating
- Nature photography
- Participating in nature-based education programs
- Picnicking
- Swimming in lakes and rivers
- Visiting beaches



Identified gaps and needs in existing recreation opportunities state-wide were listed as:

- Outdoor recreation facilities near population centers
- Trails
- Water access (such as shoreline and boat launches)
- Camping opportunities
- Dog parks and exercise areas
- Target shooting ranges

The following list is based on the methods suggested in the SCORP to boost outdoor recreation participation:

- Increase promotion and marketing of outdoor recreation areas.
- Improve mapping and online information.
- Continue upgrading and developing recreation facilities to meet demand.

- Evaluate visitor usage at the various facilities and locations.
- Identify and implement strategies to improve access and reduce barriers.
- Expand efforts among federal, state, county, and local governments to coordinate and collaborate on providing recreational opportunities.

4.6 Future Park Lands

The Wisconsin Department of Administration’s *Wisconsin Municipal Projections, 2010-2040*, prepared in 2013, depicts Oshkosh’s population as growing slowly through 2040. The following charts compare the median NRPA recommended park acreage per 1,000 persons listed previously with the existing and projected population numbers to give a rough sense of the amount of new parkland, if any, that may be desired in the future.

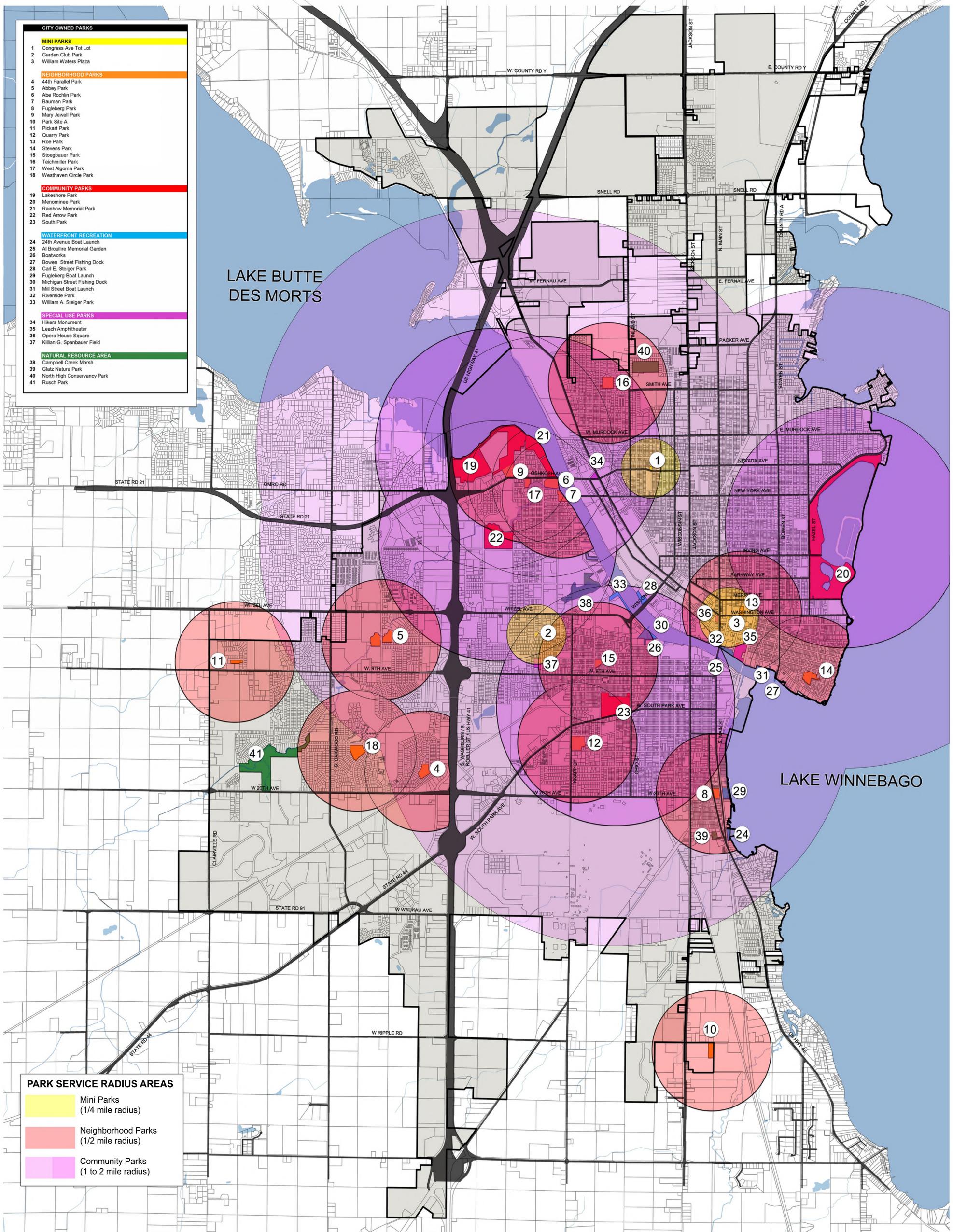
While the charts below utilize the *Municipal Projections* data for 2030 and 2040, if community growth patterns differ significantly, parkland changes should be re-evaluated.

Population Projection and Parkland Projection Analysis

Neighborhood Parks											
Year	Population Projection	÷	1,000	=	NRPA Standard Benchmark/1,000	=	Median Acreage Recommended	-	Existing Acreage	=	Acreage Under Median
2024	66,986	÷	1,000	=	67.0 x 1.5	=	100.5	-	63.6	=	36.9
2030	72,900	÷	1,000	=	72.9 x 1.5	=	109.4	-	63.6	=	45.7
2040	73,800	÷	1,000	=	73.8 X 1.5	=	110.7	-	63.6	=	47.1

Community Parks											
Year	Population Projection	÷	1,000	=	NRPA Standard Benchmark/1,000	=	Median Acreage Recommended	-	Existing Acreage	=	Acreage Under Median
2024	66,986	÷	1,000	=	67.0 x 6.5	=	435.4	-	240.4	=	195.1
2030	72,900	÷	1,000	=	72.9 x 6.5	=	473.9	-	240.4	=	233.5
2040	73,800	÷	1,000	=	73.8 x 6.5	=	479.7	-	240.4	=	239.4

It is recommended that local needs and desires, city staffing capabilities, and budgets be carefully examined before developing or acquiring additional parkland.

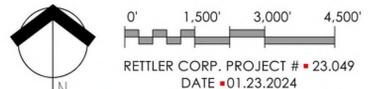


- CITY OWNED PARKS**
- MINI PARKS**
 - 1 Congress Ave Tot Lot
 - 2 Garden Club Park
 - 3 William Waters Plaza
 - NEIGHBORHOOD PARKS**
 - 4 44th Parallel Park
 - 5 Abbey Park
 - 6 Abe Roehlin Park
 - 7 Bauman Park
 - 8 Fugleberg Park
 - 9 Mary Jewell Park
 - 10 Park Site A
 - 11 Pickart Park
 - 12 Quarry Park
 - 13 Roe Park
 - 14 Stevens Park
 - 15 Stoenbauer Park
 - 16 Teichmiller Park
 - 17 West Algoma Park
 - 18 Westhaven Circle Park
 - COMMUNITY PARKS**
 - 19 Lakeshore Park
 - 20 Menominee Park
 - 21 Rainbow Memorial Park
 - 22 Red Arrow Park
 - 23 South Park
 - WATERFRONT RECREATION**
 - 24 24th Avenue Boat Launch
 - 25 Al Brouline Memorial Garden
 - 26 Boatworks
 - 27 Bowen Street Fishing Dock
 - 28 Carl E. Steiger Park
 - 29 Fugleberg Boat Launch
 - 30 Michigan Street Fishing Dock
 - 31 Mill Street Boat Launch
 - 32 Riverside Park
 - 33 William A. Steiger Park
 - SPECIAL USE PARKS**
 - 34 Hikers Monument
 - 35 Leach Amphitheater
 - 36 Opera House Square
 - 37 Killian G. Spanbauer Field
 - NATURAL RESOURCE AREA**
 - 38 Campbell Creek Marsh
 - 39 Glatz Nature Park
 - 40 North High Conservancy Park
 - 41 Rusch Park

- PARK SERVICE RADIUS AREAS**
- Mini Parks (1/4 mile radius)
 - Neighborhood Parks (1/2 mile radius)
 - Community Parks (1 to 2 mile radius)



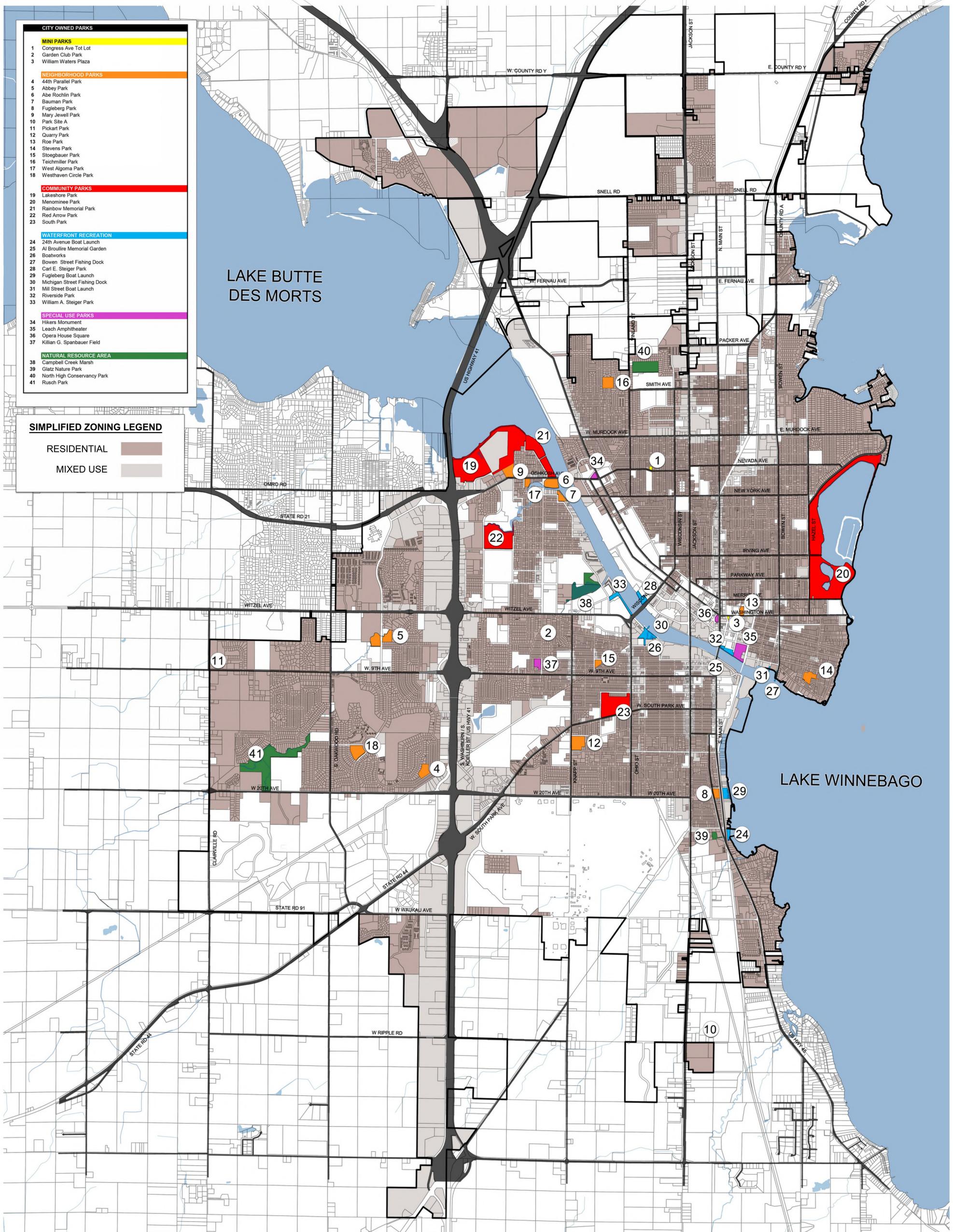
CITY OF OSHKOSH
PARK SERVICE AREA MAP
 805 Witzel Avenue, Oshkosh, WI 54903-1130



RETTLER CORP. PROJECT # 23.049
 DATE 01.23.2024



3317 BUSINESS PARK DRIVE
 STEVENS POINT, WI 54482



- CITY OWNED PARKS**
- MINI PARKS**
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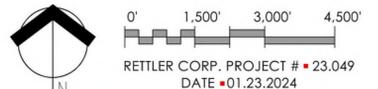
SIMPLIFIED ZONING LEGEND

RESIDENTIAL

MIXED USE



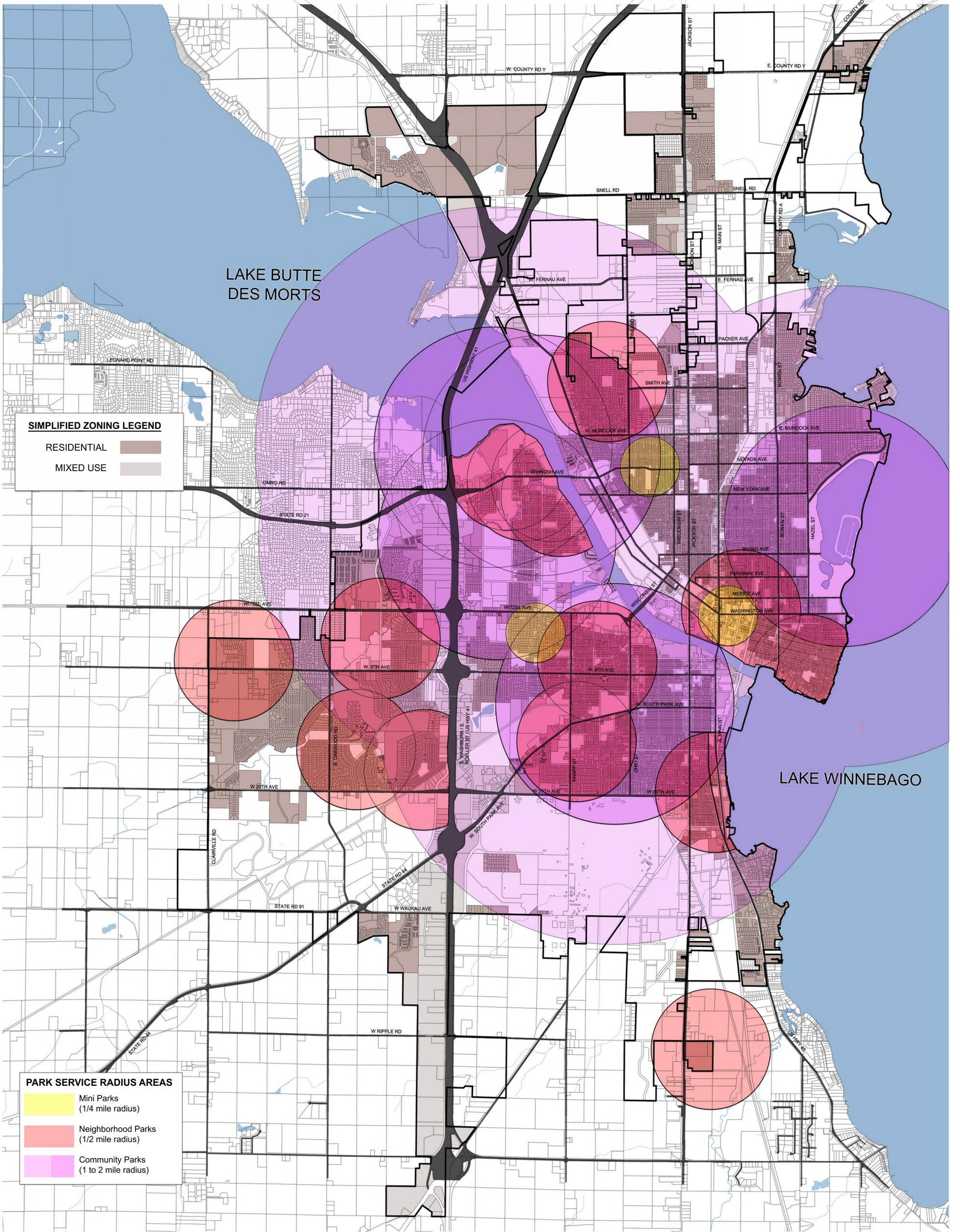
CITY OF OSHKOSH
PARKS OVER RESIDENTIAL AND MIXED USE ZONING
 805 Witzel Avenue, Oshkosh, WI 54903-1130



RETTLER CORP. PROJECT # • 23.049
 DATE • 01.23.2024



3317 BUSINESS PARK DRIVE
 STEVENS POINT, WI 54482

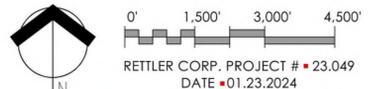


SIMPLIFIED ZONING LEGEND

- RESIDENTIAL
- MIXED USE

PARK SERVICE RADIUS AREAS

- Mini Parks
(1/4 mile radius)
- Neighborhood Parks
(1/2 mile radius)
- Community Parks
(1 to 2 mile radius)



RETTLER CORP. PROJECT # • 23.049
DATE • 01.23.2024

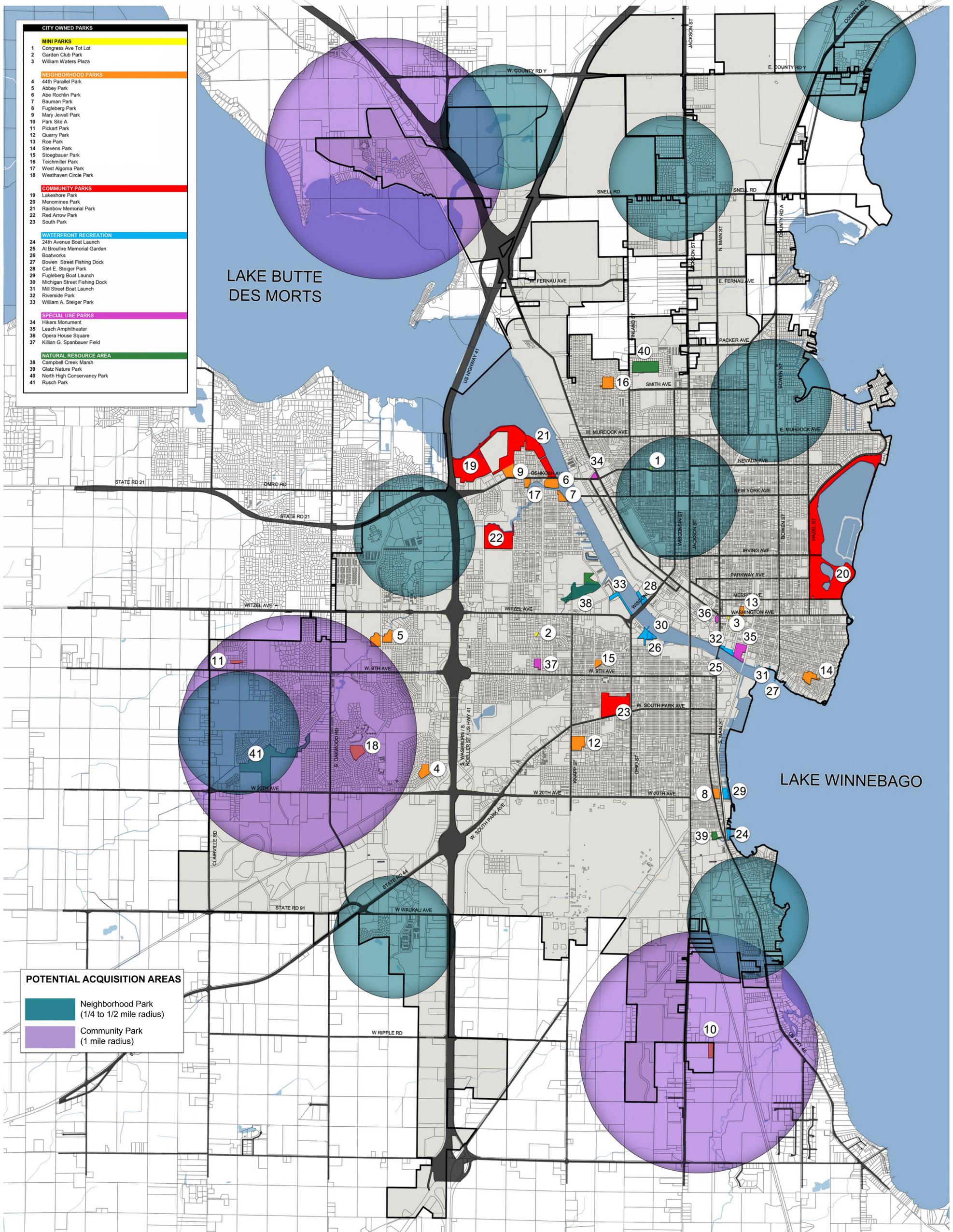


CITY OF OSHKOSH
SERVICE AREA OVER RESIDENTIAL AND MIXED ZONING

805 Witzel Avenue, Oshkosh, WI 54903-1130



3317 BUSINESS PARK DRIVE
STEVENS POINT, WI 54482

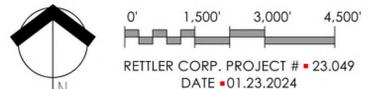


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- POTENTIAL ACQUISITION AREAS**
- Neighborhood Park (1/4 to 1/2 mile radius)
 - Community Park (1 mile radius)



CITY OF OSHKOSH
PROPOSED PARK ACQUISITION MAP
 805 Witzel Avenue, Oshkosh, WI 54903-1130



RETTLER CORP. PROJECT # 23.049
 DATE 01.23.2024



3317 BUSINESS PARK DRIVE
 STEVENS POINT, WI 54482



SECTION 5

NEEDS ASSESSMENT

5.0 NEEDS ASSESSMENT

Guidelines and recommendations are useful metrics, but the best way to get a true picture of community needs and opportunities is to obtain input directly from the people who live there.

Online surveys, input meetings, and emails provide direct information on how existing facilities and services are being utilized- or not- and the reasons why. There is no better way to determine needs and opportunities and to create customized solutions than to listen to what the community has to say.

In the course of updating this plan, an online community input survey was made available and a park staff input meeting was held. Park site visits with the Parks Director provided further input. In addition, input was solicited at Advisory Park Board meetings in February, May, and July.

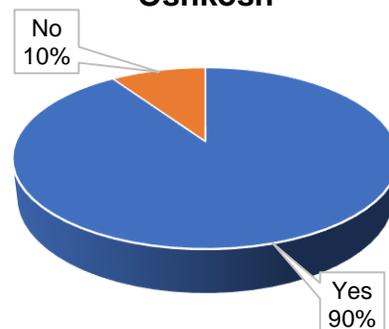
5.1 Online Community Survey

The Oshkosh Parks Department conducted a 20-question online community survey in March, 2024. 483 responses were received.

Respondent Location

The vast majority (90.5%) of respondents live in the City of Oshkosh.

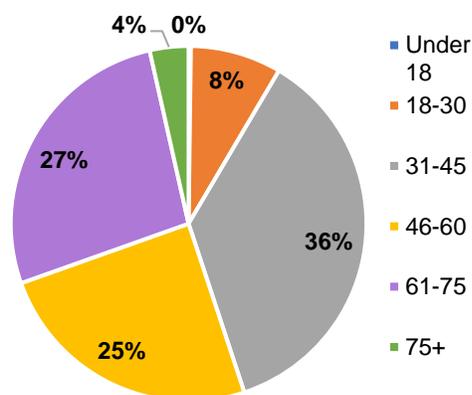
Do you reside in the City of Oshkosh



Demographics

A little over a third (36%) of survey respondents fell into the 31–45-year-old age bracket. The next most represented groups were 61-75 (27%) and 46-60 (25%). Responsiveness fell off dramatically at either end of the spectrum. Just 8% of responses came from the 18–30-year old group, and only 4% of responses came from those 75+. One survey was filled out by someone under 18.

Respondent Age



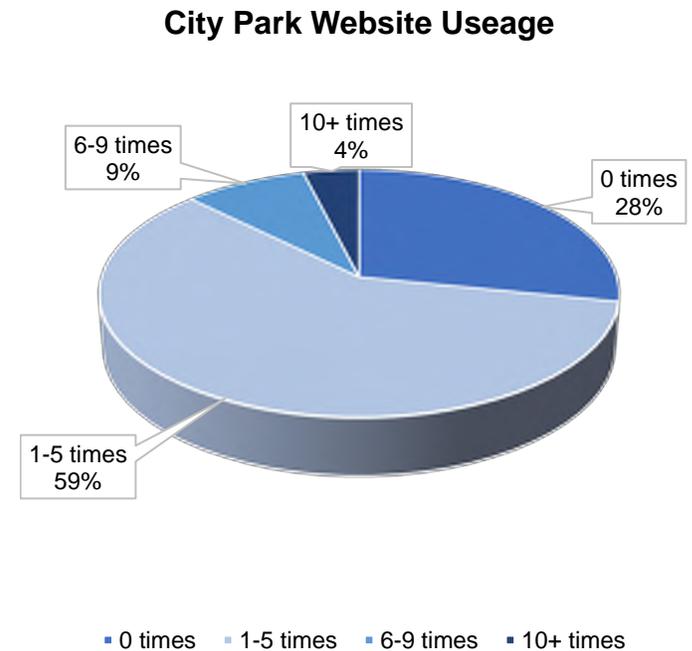
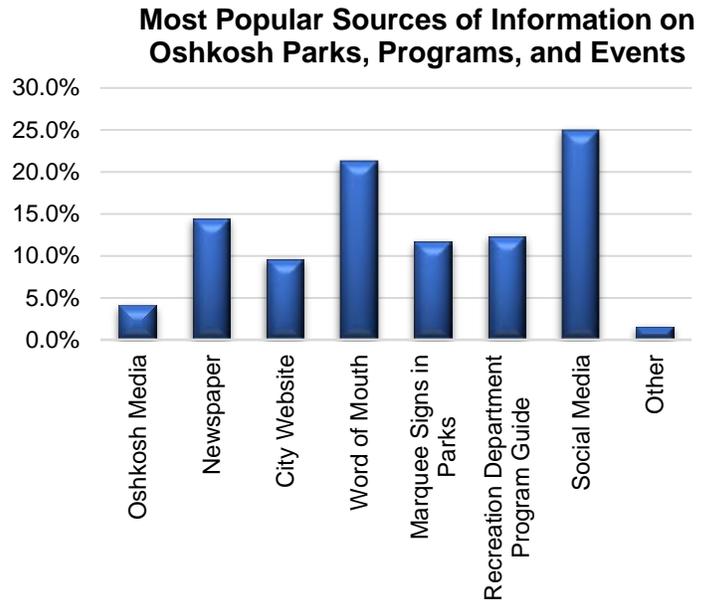
A third of those responding have at least one child under age 18. Of those who do, 42% have only one child, 37% have two, 15% have three, and 7% have four or more.

Information Sources

Multiple answers were allowed for this question. Of the responses provided, the most popular source, with a quarter of the total responses, was Social Media. This was closely followed by Word of Mouth (21.3%), and the Newspaper (14.5%) The least utilized sources were: Other (1.5%), Oshkosh Media (4.1%), and the City Website (9.6%)

Twenty-five comments were received. The leading "other" responses were: secondhand sources such as clubs, friends, workplace, or neighborhood meetings (20%), the local news (16%), the parks department itself (16%), Oshkosh Convention and Visitors Bureau (OCVB) communications (12%), and "I don't know where to find park info" (12%).

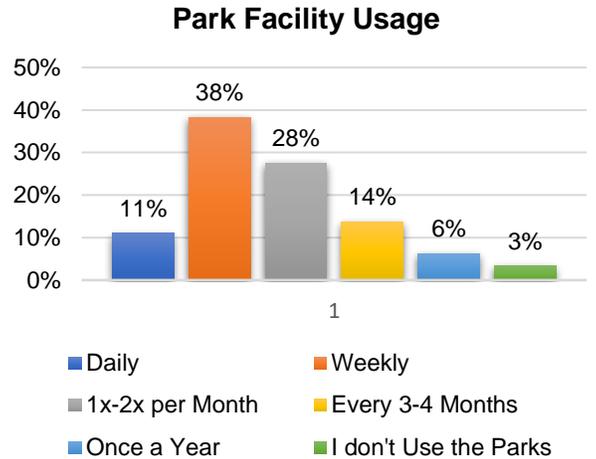
Most of those surveyed had accessed the city parks website from one to five times in the last twelve months to learn information on park services. When asked what other park-related information they would like to see on the website that isn't currently there, most of the requests were for information on the parks, including updated photos and descriptions, restroom locations, maps, and park reviews. Other desired information: rules for bicycle and dogs in parks, park planning information, schedules for amenity upgrades, and educational information on trees and wildlife.



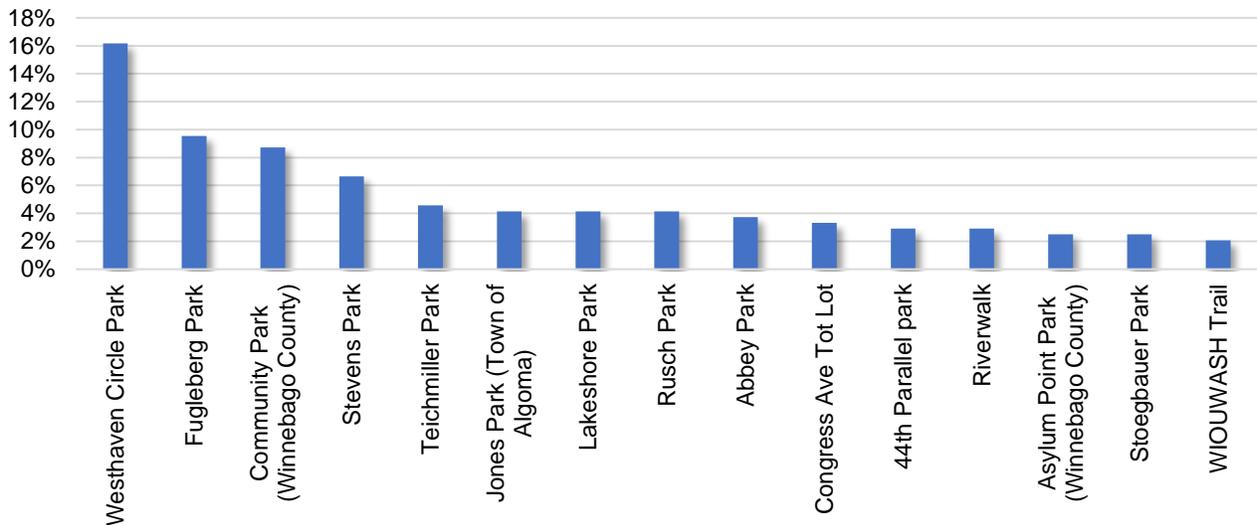
Usage

How often do you use the Oshkosh park facilities? Over half (66%) of the respondents visit the parks weekly (38%) or once or twice a month (28%). A dedicated 11% visit the parks daily. Only 3% indicated that they never visited the parks.

Menominee Park and South Park are the most visited parks in the Oshkosh system. The 161 comments mentioned some 40 additional parks, sites or trails that people also use. Eleven of these are parks owned by other entities, such as Winnebago County.



"Other" Visited Parks



Satisfaction

Park satisfaction levels are relatively high with 87% of respondents describing themselves as “Satisfied” or “very satisfied.”

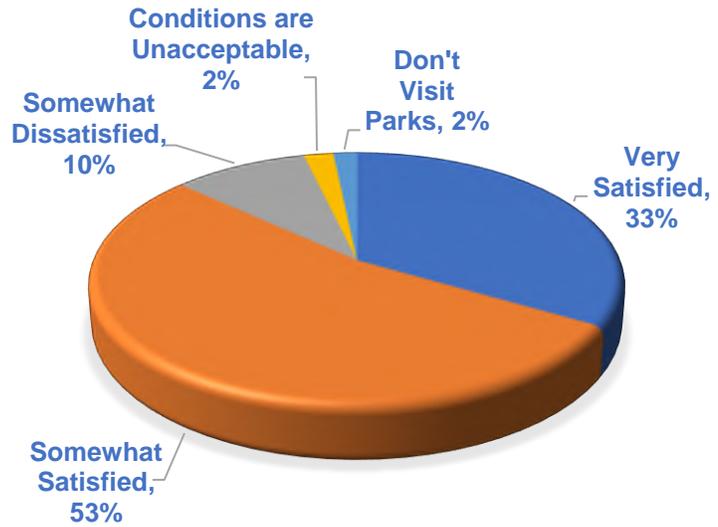
When asked how well a list of Oshkosh parks, trails, park amenities, and programs are meeting the needs of the community, some interesting trends emerged.

"Needs are Acceptably Met" is the highest rated category for all park facilities listed, with the exception of Leach Amphitheater, in which "Needs are Well Met" tied with "Needs are Acceptably Met."

Facilities with "Needs Not Met" rating of 25% or higher are as follows: Sledding Hills (39%), Restrooms (36%), Unpaved Trails (31%), Outdoor Volleyball Courts (25%), and Paved Trails (25%).

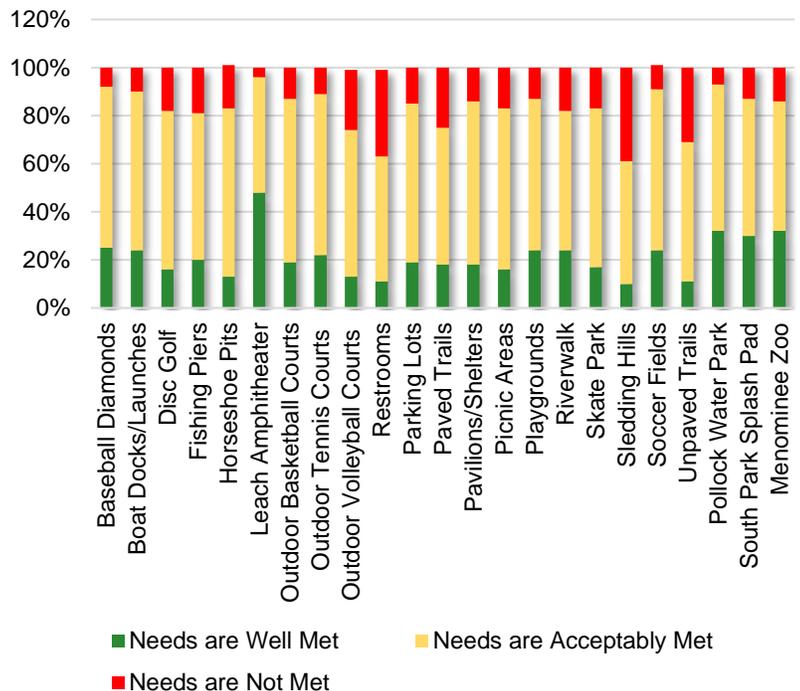
Facilities with "Needs are Well Met" ratings of 25% and over are: Leach Amphitheater (48%), Pollock Water Park (32%), Menominee Park Zoo (32%), South Park Splash Pad (30%), and Baseball Diamonds (25%).

Based on weighted average, the top ten most important amenities are as follows: Leach Amphitheater, Pollock Water Park, Menominee Park Zoo, Baseball Diamonds, South Park Splash Pad, Soccer Fields, Boat Docks & Launches, Outdoor Tennis Courts, Playgrounds, and Outdoor Basketball Courts.



SATISFACTION WITH PARKS

How Well are Park Facilities Meeting Community Needs?



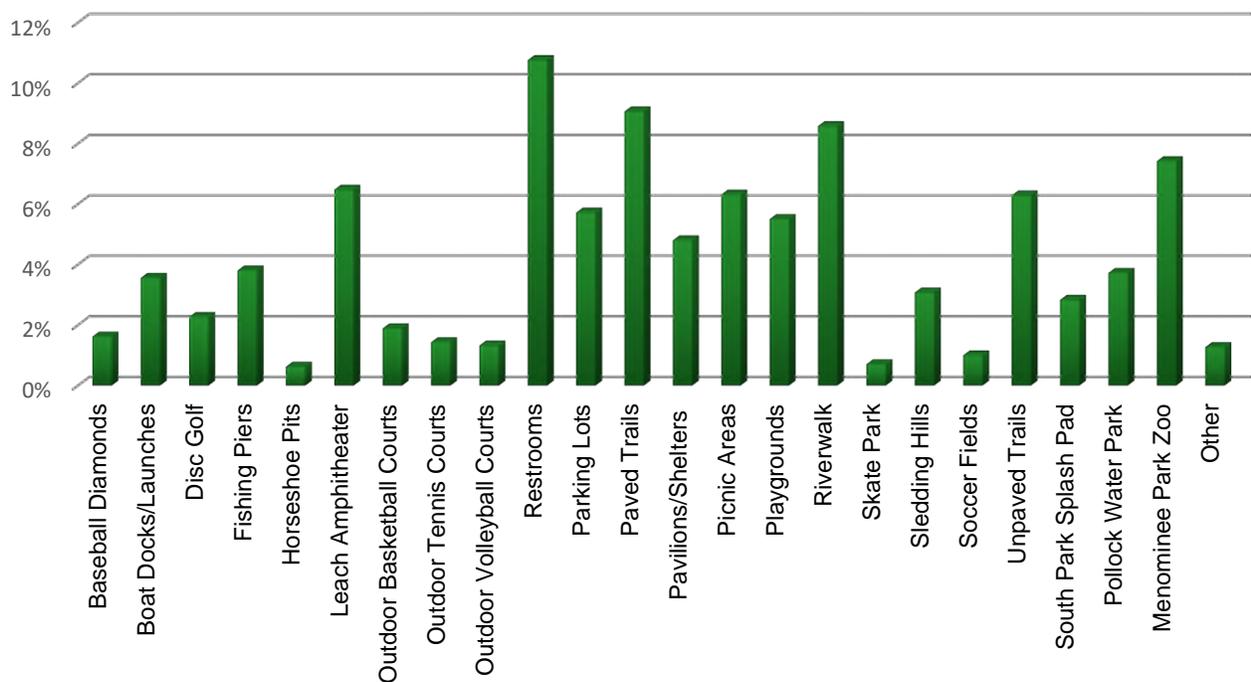
Another question asked users to select up to 10 of the following parks, trails, park facilities, and programs that they felt were important to them and their families.

The top ten amenities voted most important in this question are as follows: Restrooms, Paved Trails, the Riverwalk, Menominee Park Zoo, Leach Amphitheater, Picnic Areas, Unpaved Trails, Parking Lots, Playgrounds, and Pavilions/Shelters.

Amenities voted least important included: Horseshoe Pits, the Skate Park, and Soccer Fields.

51 comments were received. The top four requests in the comments were for more Pickleball Courts, Natural areas (native plantings and urban forests), Dog Friendly Spaces, and a desire for water features- specifically an improved beach at Menominee Park and a Splash Pad at Westhaven Circle Park.

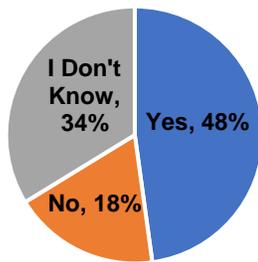
Which Park Facilities are Most Important to You?



Athletic Fields

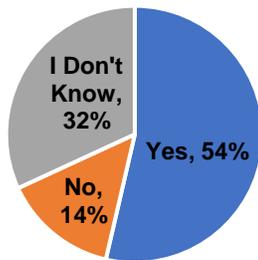
When asked whether they thought there were enough athletic fields in Oshkosh, 48% of respondents indicated that there are enough fields for adults and 54% thought there were enough fields for youth. 18% said there are not enough athletic fields for adults and 14% thought there were not enough for youth. Roughly a third said that they didn't know.

Do You think there are enough Athletic Fields for Adults in the City?



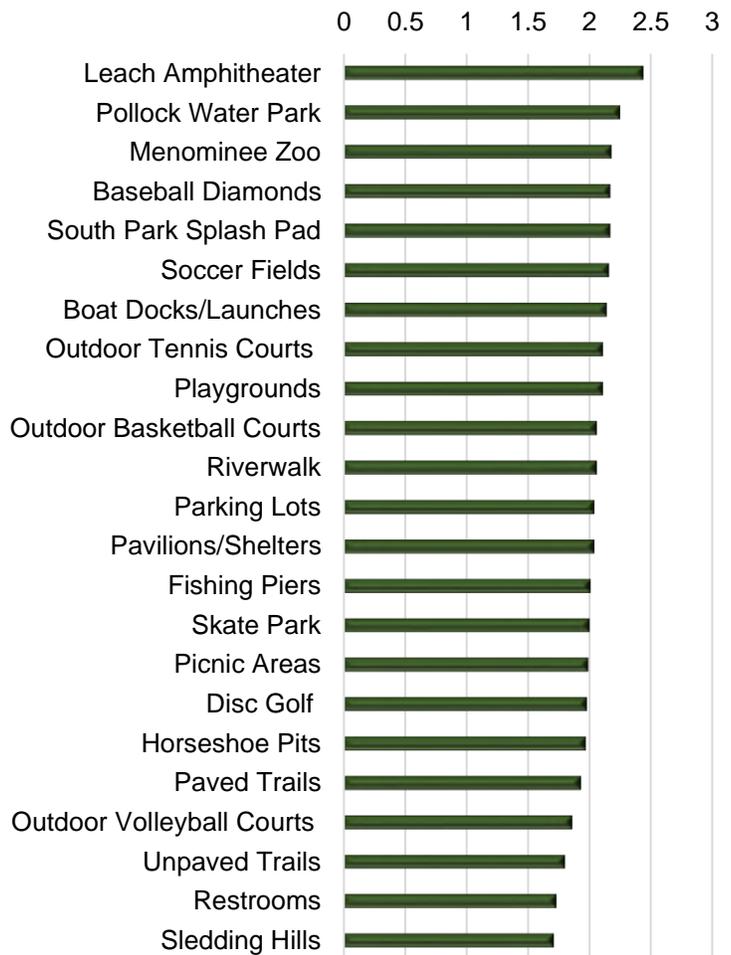
■ Yes ■ No ■ I Don't Know

Do You think there are enough Athletic Fields for Youth in the City?



■ Yes ■ No ■ I Don't Know

Most Important Facilities (by Weighted Average)



Park Maintenance

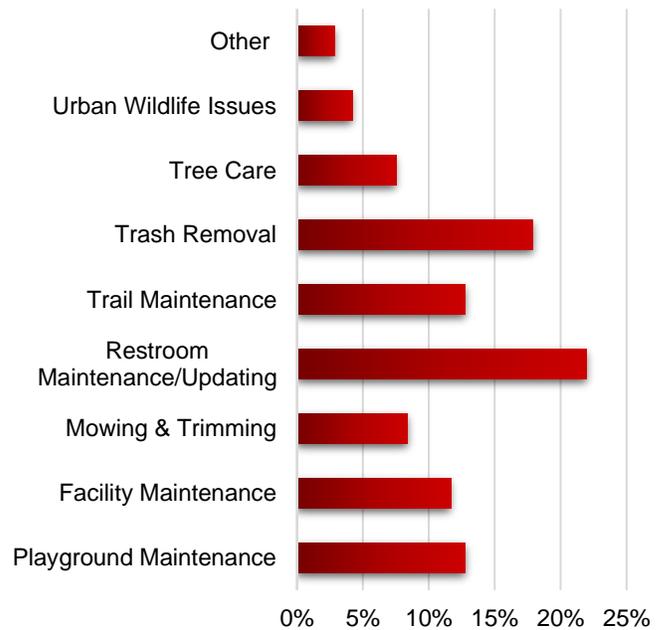
Survey takers were then asked to indicate their top priorities for park maintenance. Restroom Maintenance and Updating ranked highest, followed by Trash Removal, Playground Maintenance, Trail Maintenance, and Facility Maintenance. Most of the comments were calls for additional amenities, safety-related requests, specific maintenance requests, specific park-related requests and requests regarding returning areas to a more naturalized condition. The most mentioned requests were for more native plantings and natural areas, park ordinance enforcement, Miller’s Bay maintenance, a public golf course, and more garbage cans.

Facility Planning

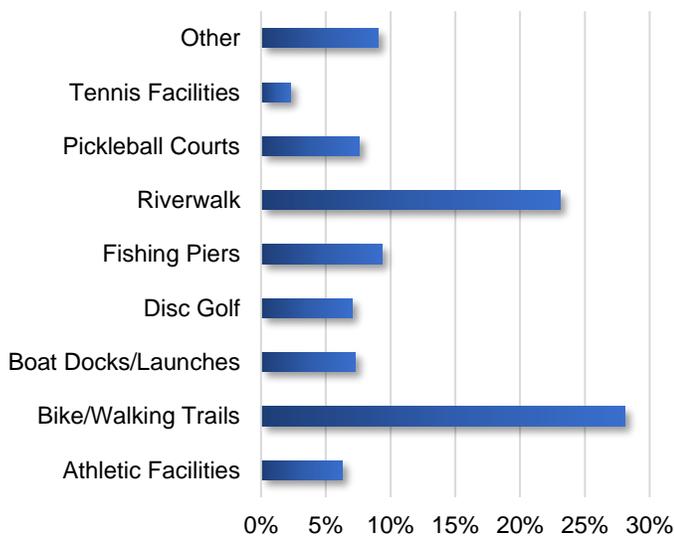
When provided with a list and asked to select items they felt should be expanded or improved, the Biking/Walking Trails (28%) and the Riverwalk (23%) were the top choices by a wide margin. All of the other options accumulated only single digit percentages.

Comments included a list of additional suggestions, the top five of which were: more Restrooms with longer hours, more Natural/Wooded/Native Planting Areas, Playground Improvements, a desire for maintaining existing facilities in lieu of additional amenities, and the desire for a Dog Park and/or more Dog-Friendly Areas.

Top 4 Priorities for Park Maintenance



Items to Expand and/or Improve



Park Access

Most respondents rated their ability to walk or bike in and around the City of Oshkosh as "good." Based on the results, walkers have a slightly more pleasant experience than bikers.

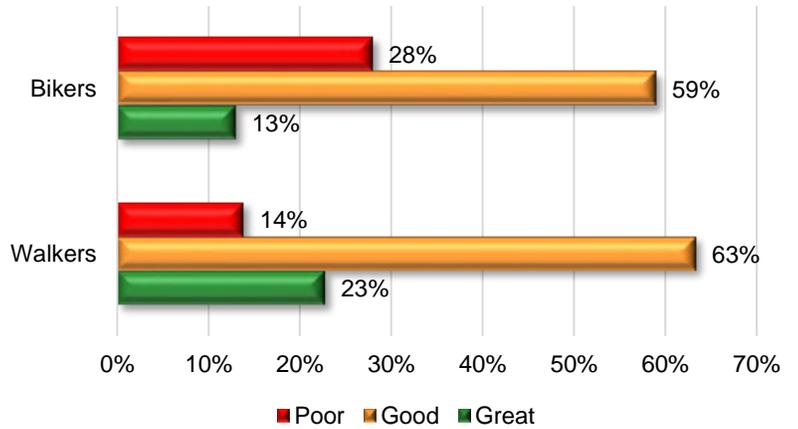
Rentals

The vast majority (88%) of respondents have not rented or reserved a park pavilion, shelter, or sports field.

Of those who did, most (62%) of the rentals were for a family event. "Other" came in at 15%.

Most users rated their rental experience as "great" or "good."

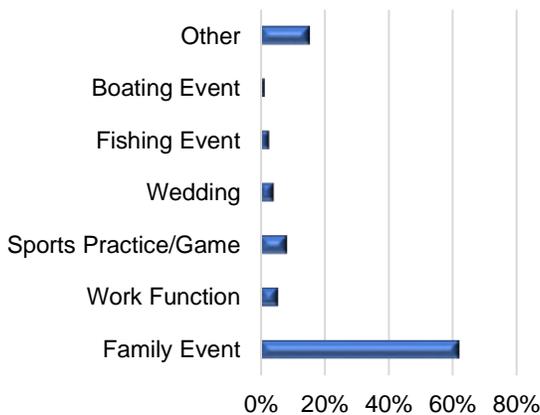
Rated Ability to Walk or Bike in and around Oshkosh



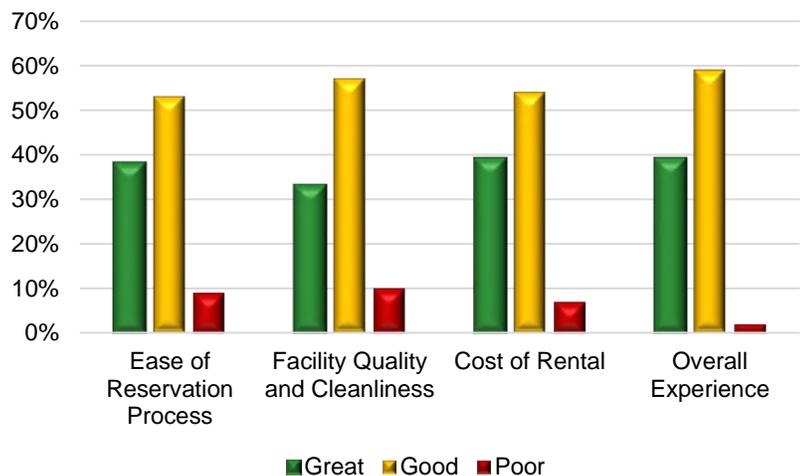
Have you rented any park facilities in the past 12 months?



What was the Rental for?

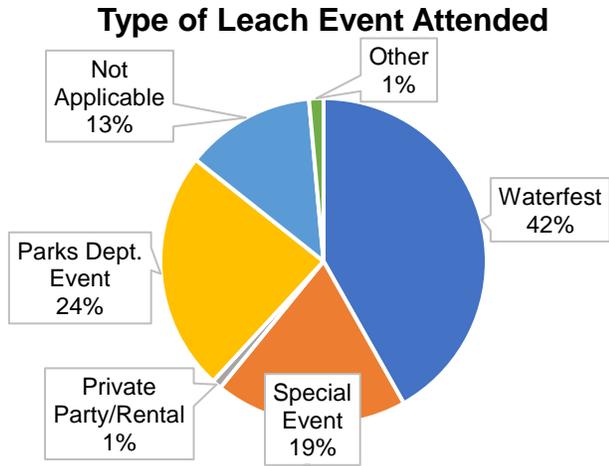


How would you rate your rental experience?

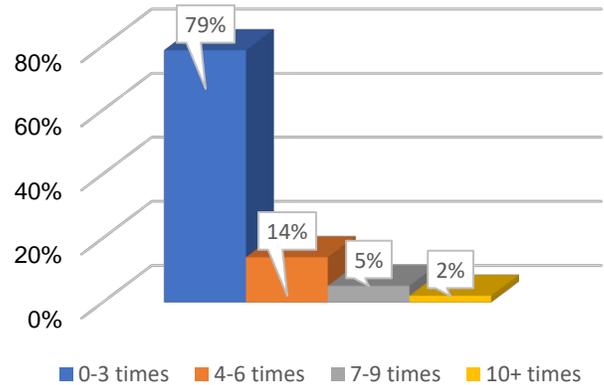


Leach Amphitheater

The next two questions focused on the Leach Amphitheater, Waterfest (42%), Parks Department events (24%) and other Special Events (19%) were the most attended types of events.



How many times have you or a family member attended an event at Leach Amphitheater?

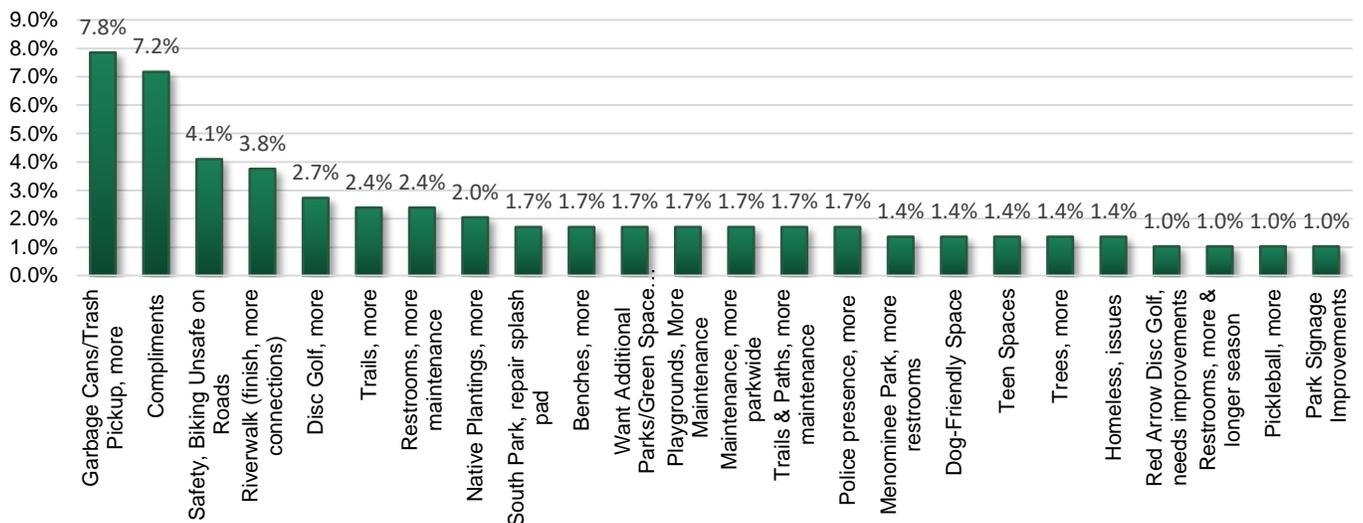


General Comments

The final question asked for any others comments or suggestions to help improve the park facilities and services in the City of Oshkosh. 176 people chose to share open comments and suggestions. Most of those comments contained multiple ideas and thoughts.

The most mentioned desire was for more garbage cans and more frequent trash pickup (7.8%). This was followed by compliments to the parks department and staff (7.2%), concerns about biking safety on City streets (4.1%), requests to finish the Riverwalk (3.8%), an interest in additional disc golf courses (2.7%), more trails (2.4%), more restrooms (2.4%), more native plantings (2%), requests to fix the South Park splash pad (1.7%), and a desire for more benches (1.7%).

General Comments: Most Mentioned Issues



5.2 Additional Feedback

Park Staff

A virtual meeting with park staff was held on March 25, 2024 to solicit boots-on-the-ground perspectives of park use and specific needs.

Some of the topics discussed included:

- South Park Splash Pad:
 - The operating budget includes an allowance for splash pad renovations; however, it will eventually need to be completely reconstructed.
- Community Park Master Plans:
 - Lakeshore Park, Menominee Park, Rusch Park, South Park, and Rainbow Memorial Park all have Master Plans.
 - The CIP currently includes allowances for continuing each.
- Park signage needs and types:
 - The city is currently working on replacing park identification signs with new uniformly themed ones.
- Pickleball Courts:
 - A question was raised about the adequacy of the number of pickleball courts in the city.
 - It was noted that Menominee Park, South Park, Teichmiller Park, and Westhaven Parks all have pickleball courts and pickleball will be going into 44th Parallel Park when the tennis courts are renovated.
- Waterfront Park Amenities:
 - The condition of certain waterfront park features was discussed, including docks, boat launch slabs, parking and the riprap causeway at Fugleberg boat launch and the weeds in Miller's Bay.
- Riverwalk maintenance:
 - A suggestion was made to add funding to the CIP for long term repairs and maintenance.
 - The cost for lighted bollards was discussed as well.
- Pickart Park:
 - The status of Pickart Park was inquired about. The Parks Director stated that funding for improvements is in this year's budget and that the process will start with neighborhood input meetings.

CORP Review Team

Input and oversight for the project was provided by the Parks Director and the Advisory Park Board

Please refer to *Appendix A: Community Input* for detailed survey responses.



SECTION 6

RECOMMENDATIONS

6.0 RECOMMENDATIONS

The primary purpose of this Comprehensive Outdoor Recreation Plan is to guide the City of Oshkosh in the development of parklands and facilities to satisfy the outdoor recreation needs of both visitors and residents. The recommendations listed below are based on information gathered from the community, the consultant's professional judgement and experience, and discussions with the City Parks Department.

6.1 General Recommendations

The following is a list of general recommendations regarding acquisition and development needs, and for general park improvements.

Accessibility Guidelines and Provision for Persons with Disabilities:

A segment of the population who would like to avail themselves of public parks is impeded by physical or cognitive disabilities. Often traditional amenities and programs often have little to offer these residents.

The term "accessible" describes a site, building, facility, or portion thereof that complies with the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* as interpreted by the Department of Commerce in the Wisconsin Administrative Code and Register for Barrier-Free Design.

The City of Oshkosh has conducted a self-evaluation of its public buildings and facilities throughout the city and developed a Transition Plan detailing how the organization will ensure that facilities are accessible to all individuals.

In February 2022, the city approved the *City of Oshkosh Americans with Disabilities Act Transition Plan for Public Buildings and Facilities* plan.

The city should continue to upgrade existing facility and parkland features in accordance with the plan and ADA guidelines. Newly designed, constructed, and/or altered recreation facilities should comply with the applicable requirements under the 2010 ADA Standards for Accessible Design.

Acquisition and Development of Park Land:

National Recreation and Park Association (NRPA) standards indicate that the city is presently below the recommended acreage standard metric. If only NRPA Level of Service (LOS) classified parkland is counted, the city is 1.7 acres per 1,000 persons below the low end of the range recommended in the *WIDNR Guidelines for the Development of Local Comprehensive Outdoor Recreation Plans*. If all city-owned parkland is counted, then the city is only 0.03 acres per 1,000 persons lower. This shortage in parkland is mitigated somewhat by the proximity of several Winnebago county park areas. It should be noted that these ranges are merely guidelines and being on the lower end provides an opportunity to reassess community needs and to qualify for grant opportunities.

There are a few residentially-zoned areas within the city, however, which are not served within the NRPA recommended service radius, due to distance or barriers. The city should investigate the acquisition and/or development of recreational opportunities in the areas shown on the Potential Park Acquisition/Development Map as budgets and opportunities allow. It is further recommended that the city monitor potential future parkland areas as residential areas grow.

Community Beautification:

The city continues to recognize that the appearance of the community is an important component in the provision of programs and services. The image that the city portrays affects the morale of citizens and visitors. A clean safe environment helps to instill a sense of pride in the community.

Beautification projects, such as planting trees, shrubbery and flowers, along with other general landscaping for parks and other public areas should continue to be encouraged, particularly with perennials and native species. Continuation of the Taking Root Project should be encouraged and supported by the city. The city should also continue to support the Tree City USA program.

The city is partnering with community organizations in 2024 to improve the landscaping on city-maintained roundabouts and medians.

Conservation:

In addition to providing space and facilities for leisure activities, park systems should include conservation and preservation measures. WDNR policies discouraging the development of wetlands, floodplains, areas of steep slopes and other environmentally sensitive areas should be strictly enforced.

Efficiency and Sustainability:

The city should continue to ensure that park development occurs in a fiscally sustainable manner by considering the following:

- Installing new or replacing aging infrastructure with more energy efficient “green” amenities such as LED lighting and water saving measures where feasible.
- Naturalizing certain little-used and currently mowed expanses in order to better utilize staff time and resource costs and to benefit the environment.
- The Parks Department should continue to research grant opportunities and other funding sources to support and enhance parkland, park programs, and park maintenance. (See Public-Private Partnerships and Service Group/Volunteer Involvement sections below.)

Dogs in Parks:

In the fall of 2016, the City Municipal Code was updated to allow domesticated animals in parks for the purpose of being walked on pass-through walkways and trails provided they are on a lease no longer than six feet, under full control of their owners, and that their owners clean up any waste and properly dispose of it off site. City Ordinance 19-4(D).

This update has been met with mixed reviews by park users. From past public input, it is estimated that 50% of the population support dogs in parks while 50% does not. Comments in the community survey support an off-leash fenced “urban” dog park. The city should evaluate potential sites for such a facility.

Federal and State Aid Programs:

The city should continue to take advantage of state and federal financial and technical assistance programs designed to assist the community in meeting recreation needs. To maintain eligibility for such programs, the city’s Comprehensive Outdoor Recreation Plan must be updated every five years.

Impact Fees:

Many communities collect “impact fees” at the time the building permit is issued for a new home. These impact fees can fund a variety of things including sewer and water construction, firefighting

equipment, library facilities and park development. Regardless of the particular facility or service, the fee must be reasonably related to or somehow serve the new neighborhood. When a municipality collects park impact fees, they go into a separate account to fund capital development of parks (or improvements to existing parks) to serve the new residents. The City of Oshkosh may choose to fund all or part of the total park development cost through an impact fee. Therefore, it is recommended that the city evaluate instituting a park impact fee.

Invasive Species:

The Wisconsin Department of Natural Resources has developed resources and policies for identifying invasive species and describing the various types of control mechanisms and procedures for preventing the spread of species. The city should utilize WDNR guidelines for invasive species management. DNR guidelines include strategies and other methods of documenting and controlling invasive species, such as buckthorn, phragmites, emerald ash borer, etc.

Municipal/School District Cooperation:

The city should promote the continued cooperation between the municipality and the local school district in meeting the needs of the community. Cooperation might take the form of joint land acquisition and facility development cost sharing. The increased use of existing facilities by both the city and school district during the hours not scheduled by the respective agency should be strongly encouraged. Establishing a joint, written agreement with the school district to identify responsibilities and regulations is recommended in order to promote the harmonious use of school district and city facilities.

The city is also encouraged to work with the surrounding area municipalities to increase park and recreational opportunities for citizens.

Parkland Dedication:

Most communities have developer exactions for school and parkland acquisition and recreational facilities development. These requirements are designed to help a growing community keep pace with new residential development and to equitably apportion the cost of providing public areas.

The City of Oshkosh ordinance provides the flexibility to accept land or fees on a case-by-case basis. From the Oshkosh Municipal Code, Ch. 30 Article XIII Section 30-422(J)(6)

(a) Reservation of Potential Sites

In the design of a subdivision, condominium development, or land division, consideration shall be given to the adequate provision of and correlation with such public sites or open spaces where it is determined by the City Plan Commission that a portion of the area is required for such public sites or open spaces, the subdivider may be required to reserve such area for a period not to exceed five (5) years, after which an applicable agency shall either acquire the property or release the reservation.

(b) Dedication of Sites

Where feasible and compatible with the Comprehensive Plans for development of the community, the subdivider shall dedicate to the public adequate land to provide for the park and recreation needs of the subdivision, condominium or land division.

The amount of land to be provided shall be determined on the basis of 1,100 square feet per detached single- family housing unit and 900 square feet per attached multi- family

housing unit created by a subdivision plat, condominium plat, or Certified Survey Map. If the number of housing units is not specified on the plat or Certified Survey Map, the maximum allowable density under the City Zoning Ordinance shall be utilized to determine the number of allowable housing units to be used to establish public land dedication requirements.

(c) Proportionate Payment in Lieu of Dedication

Where the City, at its sole discretion, determines such dedication is not feasible or compatible with the Comprehensive Plan or other plans of the City, the subdivider shall, in lieu thereof, pay to the City or Town, depending on the location of the plat, a fee equivalent to the value of the required dedication. Such fee shall be determined as follows:

For detached single- family housing units a fee of Two Hundred Dollars (\$ 200. 00) per residential lot, payable prior to acceptance of the final plat, condominium plat, or Certified Survey Map, and Two Hundred Dollars (\$200. 00) per dwelling unit, payable prior to City of Oshkosh Chapter 30— Article XIII- Page 8 Municipal Codes City of Oshkosh Zoning Ordinance Municipal Code issuance of a building permit, with the provision that monies for lot payments made prior to the final plat shall be applied to the total amount due and owing for the cost of each unit; money to be placed in a non-lapsing fund to be used for neighborhood park and recreation area purposes.

For attached multi- family housing units a fee of One Hundred Sixty-Five Dollars (\$ 165. 00) per allowable housing unit payable prior to acceptance of the final plat, condominium plat, or Certified Survey Map and One Hundred Sixty- Five Dollars (\$ 165. 00) per dwelling unit payable prior to issuance of a building permit. Such fee shall be used exclusively for immediate and/ or future site acquisition or capital improvement.

Some issues to consider when altering or amending the ordinance are as follows:

- Setting dedications at a level that covers all the costs associated with the acquisition and development of the additional parkland.
- Extending the ordinance to extra-territorial jurisdictions.
- Mandating periodic reviews of the ordinances to update them.

A second item that sometimes arises, is the question of what type of land is acceptable for park dedication. It is recommended to consider the following factors before accepting potential parkland.

- Park dedication sites should not be used as borrow pits for clay or any other building material and should be stable enough to support the proposed park improvements.
- All land should be free from detention or retention facilities and be above the 100-year flood level.
- The grading and topography of the site shall meet the city's approval. No slope shall exceed 4:1 and the site will be graded to provide positive drainage with no ponding of water.
- Land should be contiguous and in a configuration to serve the development with the proposed recreational components.
- Parkland should have a minimum of 25% of the total perimeter directly fronting on a public roadway.
- All parkland should be fully improved at time of dedication, including roads, sidewalks, utilities, and final grading and seeding.

Park System Planning:

The City of Oshkosh should encourage park and recreation facility planning on a neighborhood, community and city-wide basis, viewing each site as an integral part of a unified system. A master plan and/or management plan should be established for each community park (and parks in other categories, as needed) to provide direction for the progressive and orderly planning, maintenance, and programming of the facilities.

Pedestrian/Bicycle Circulation and Trails:

Bicycle and walking paths, as well as the bicycle usage of street and pedestrian walkways was a major topic in the online community survey.

- In the question asking users to select from a list of facilities that are important to them and their families, “Biking/Paved Trails” rated second, just under “Restrooms.”
- Trail maintenance also rated highly in a question asking users to prioritize types of maintenance, coming in just under restroom maintenance and trash removal.
- When asked to select amenities that they felt should be “expanded or improved,” respondents chose “Bike/Walking Trails” as their first choice.
- Another question asked: “How would you rate the ability to walk and bike in and round the City of Oshkosh?” The majority of both walkers and bikers rated their experience in the city as “good.” However, more walkers than bikers chose “great,” and almost twice as many bikers as walkers, indicated “poor.”
- The final survey question, an invitation for open comments, revealed that a significant number of people feel unsafe on the roads, especially at intersection crossings and bridges, and would prefer a separated bike lane.

Recognizing the importance of pedestrian and bicycle facilities in connecting people to parks, businesses, and other attractions as well as to work, the city adopted the *City of Oshkosh Bicycle and Pedestrian Master Plan* in 2019. This plan should be referenced and implemented to increase access to parks.

The city should also continue to work with surrounding communities, private landowners, local conservancy groups, and state and federal agencies to improve trail development and connections.

Refer to Section 3.4: Bicycle and Pedestrian Facilities and Trails, and the mapping at the end of that section for more information.

Private Recreation Areas and Facilities:

The city should encourage development of specialized facilities by the private sector. Specialized facilities (miniature golf, kayak launches and rentals, indoor athletic venues, etc.) are an important enhancement to public recreational facilities. Quality and availability for public use should be emphasized.

Programming:

One of the fundamental objectives of the Oshkosh Parks Department is to develop a variety of recreational facilities and activities for the community. This is in order to promote the public use and enjoyment of community facilities, to increase community interaction, to support health and wellness, and to enhance leisure time through the development of individual skills. In order to accomplish this, a number of programming factors should be considered.

Section VI: Recommendations

- Communicate opportunities to the community by utilizing multiple options including the city website, social media, print media, and community publications.
- Develop and maintain adequate facilities and open space to accommodate current and future program needs.
- Continue to conduct periodic surveys of the community’s recreational facility preferences, needs, and trends to ensure that facilities are of the type and quality that residents desire.

Public-Private Partnerships:

The city should look for opportunities to increase outdoor recreation opportunities by coordinating with recreation interest groups, health care providers, recreation providers, elected officials, and others to collaboratively develop outdoor projects.

Through public-private partnerships, development and acquisition opportunities may be enhanced, which could allow for the preservation of existing resources and access to resources that have not been previously available to residents and visitors.

Service Group/Volunteer Involvement:

The city should continue to encourage service groups and special interest groups to become involved in park and recreational developments, including development of competitive sports areas and neighborhood parks.

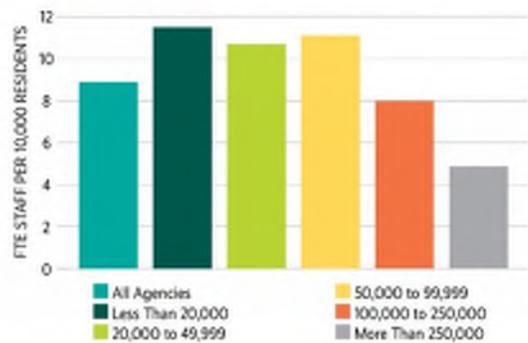
The city offers groups the opportunity to participate in “Adopt-a-Site” which allows participants to take part in maintaining the park system and associated areas under the Parks Department’s supervision.

Staffing Considerations:

Increased maintenance needs for new areas as well as for aging facilities has the potential to increase the need for staff and resources within the department in the next five to ten years. It is recommended that the Parks Department monitor staff workload, keeping the following figures in mind.

- The **2023 NRPA Agency Performance Review**, which summarizes the key findings from the National Recreation and Park Association’s *NRPA Park Metrics* benchmarking tool, reveals that agencies serving jurisdictions with 50,000-99,999 persons have a median number of 11.1 FTEs (full time equivalent employees) for every 10,000 residents.

FIGURE 11: PARK AND RECREATION FULL-TIME EQUIVALENTS (FTEs) PER 10,000 RESIDENTS (BY JURISDICTION POPULATION)



	All Agencies	Less Than 20,000	20,000 to 49,999	50,000 to 99,999	100,000 to 250,000	More Than 250,000
Median	8.9	11.5	10.7	11.1	8.0	4.9
Lower Quartile	4.8	6.5	5.6	6.6	4.8	1.9
Upper Quartile	15.5	20.1	19.7	18.1	12.3	8.0

As demand increases, consideration should be given to varied and creative solutions including the following:

- Employing additional staff.
- Increasing the efficiency of current staff by:
 - Studying task/time record keeping data.
 - Examining where and how equipment is stored and maintained for ease of access and increased equipment life.
 - Acquiring new and more equipment and technology if/as necessary.
- Encouraging community volunteers.
- Looking into increasing public-private partnerships.
- Reducing maintenance requirements, if possible, by:
 - Reducing maintenance intensive features and plantings.
 - Determining what park areas will be maintained to the highest degree and which will be more natural. Consider clustering high maintenance areas near each other.
- Contracting out certain services or projects.

In the meantime, the city should continue to support current staff by:

- Encouraging a healthy work/life balance.
- Continuing to solicit feedback from employees on a regular basis and making changes as necessary.
- Assisting in the professional development of employees by encouraging continuing education and memberships in professional associations that promote the concepts, practices and techniques of professional parks, recreation, and urban forestry management.

Urban Forestry:

The Landscape Operations Division, as part of the Parks Department, is responsible for the management and maintenance of trees in public spaces, including terrace areas, parks, and public buildings. The division is also responsible for landscape maintenance and horticulture operations of roundabouts, cemeteries, and the downtown Business Improvement District (BID).

Annually, staff is responsible for approximately 150-300 tree removals per year, 150-300 new tree installations per year, stump removals, tree pruning, plant health care, tree/shrub insect and disease treatments, equipment maintenance, and snow removal in addition to other projects. Staff also manages additional tree planting projects through various grants and neighborhood improvement project funds. A digital tree inventory is maintained on a regular basis in a GIS system.

Forestry goals for the next five years include the following:

- Continue to update and maintain the public tree inventory.
- Trim 1/5th of the city street trees and tree structure to facilitate snow removal.
- Continue with the Tree City USA program.

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6.2 Park-Specific Recommendations

The following specific proposals have been developed based on the Needs Assessment survey, the Parkland Analysis (which includes National Recreation and Park Association standards), as well as consultant and Advisory Park Board input and direction from city staff and the Parks Department. Parks not identified in the following list do not have immediate needs and/or recommendations at this time or have independent master plans. Park numbers are keyed to tie in with the maps included in Sections 3 and 4 of this Plan.

Accessible walks listed in the following Park-Specific recommendations should be installed per *City of Oshkosh Americans with Disabilities Act Transition Plan for Public Buildings and Facilities* published February 2022.

Parking lot improvements listed in the following Park-Specific recommendations should be completed per the *City of Oshkosh Assessment of Municipal Parking Lots* document.

Please refer to Section 7: Implementation Strategies for estimated costs for each individual component.

The budget estimates in Section 7 are intended to provide guidance to the decision makers responsible for implementing the plan and are organized into a matrix of short-, mid- and long-term goals based on time increments of 1-5 years, 6-10 years and 11-15+ years.

The schedule of improvements for each facility will be determined at a later date, as recommended by the Parks Department Staff and the Advisory Park Board as part of the annual Capital Improvements Program.

1. CONGRESS AVENUE TOT LOT

Mini Park
0.45 acres



RECOMMENDATIONS SUMMARY:

- Site Lighting
- Park Identification Sign
- Replace Perimeter Fencing
- Benches

2. GARDEN CLUB PARK

Mini Park
0.35 acres



RECOMMENDATIONS SUMMARY:

- Site Lighting
- Park Identification Sign
- Benches

04. 44TH PARALLEL PARK

Neighborhood Park

4.90 acres

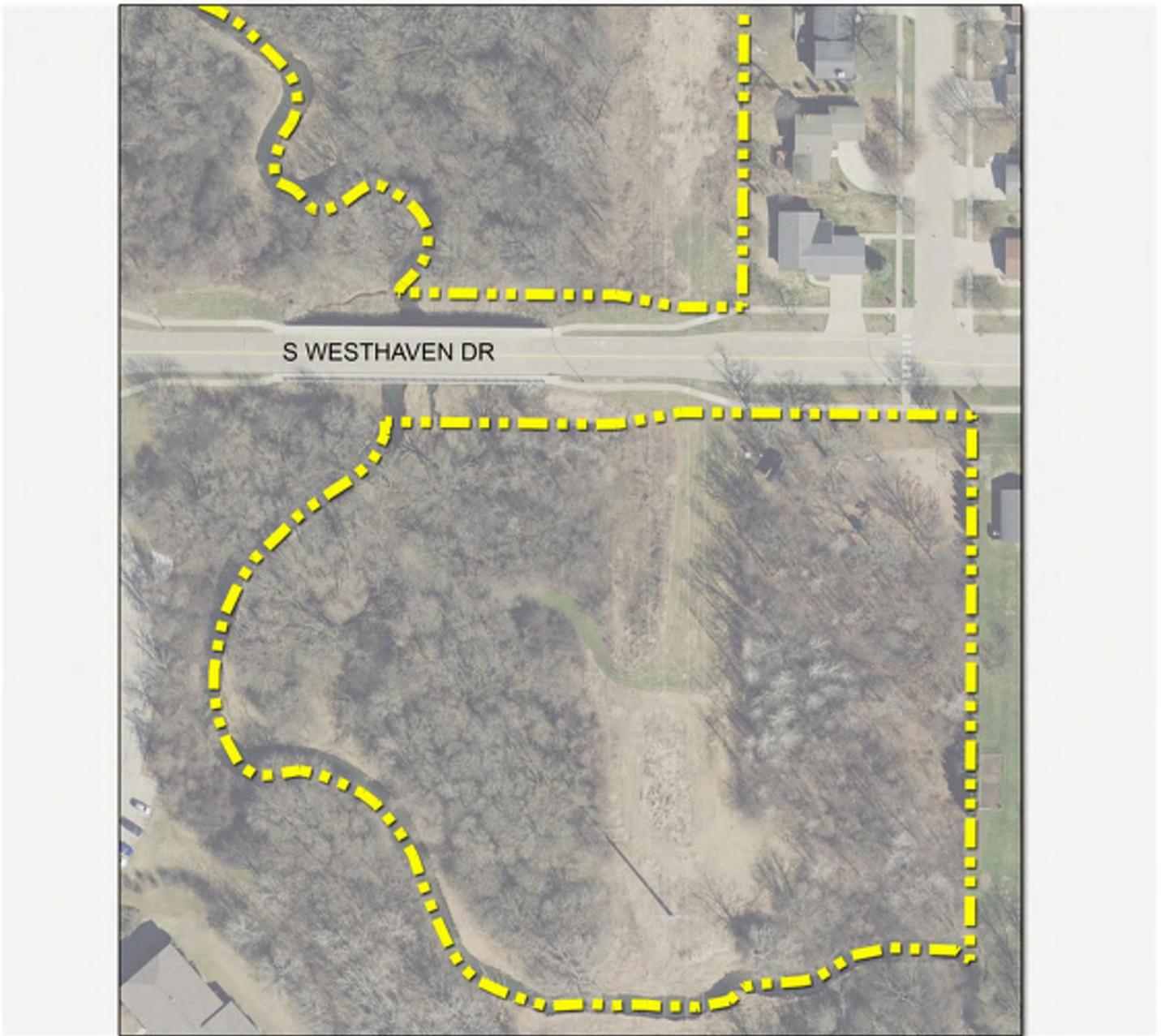


RECOMMENDATIONS SUMMARY:

- Tennis Court Reconstruction (resurface, overlay, add pickleball courts)
- Accessible Walks
- Ballfield Reconstruction
- New Open Air Shelter
- Park Identification Sign
- Site Lighting
- Benches

05. ABBEY PARK

Neighborhood Park
9.01 acres



RECOMMENDATIONS SUMMARY:

- Playground Improvements (equipment and rubberized surfacing)
- Accessible Walks
- Park Identification Sign
- Site Lighting
- Benches

06. ABE ROCHLIN PARK

Neighborhood Park

5.16 acres



RECOMMENDATIONS SUMMARY:

- Playground Improvements (equipment and rubberized surfacing)
- Accessible Walks
- Park Identification Sign
- Shoreline Restoration Allowance
- Benches
- Parking Lot Improvements
- Site Lighting

07. BAUMANN PARK

Neighborhood Park
2.02 acres



RECOMMENDATIONS SUMMARY:

- Playground Improvements (rubberized surfacing)
- Accessible Walks
- Park Identification Sign
- Site Lighting
- Open Air Shelter Renovation
- Shoreline Restoration Allowance
- Benches

08. FUGLEBERG PARK

Neighborhood Park
2.50 acres



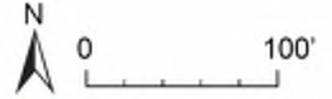
RECOMMENDATIONS SUMMARY:

- Basketball Court Reconstruction (including backboards)
- Accessible Walks
- Park Identification Sign
- Benches
- Site Lighting
- Replace Perimeter Fencing

09. MARY JEWELL PARK

Neighborhood Park

4.64 acres

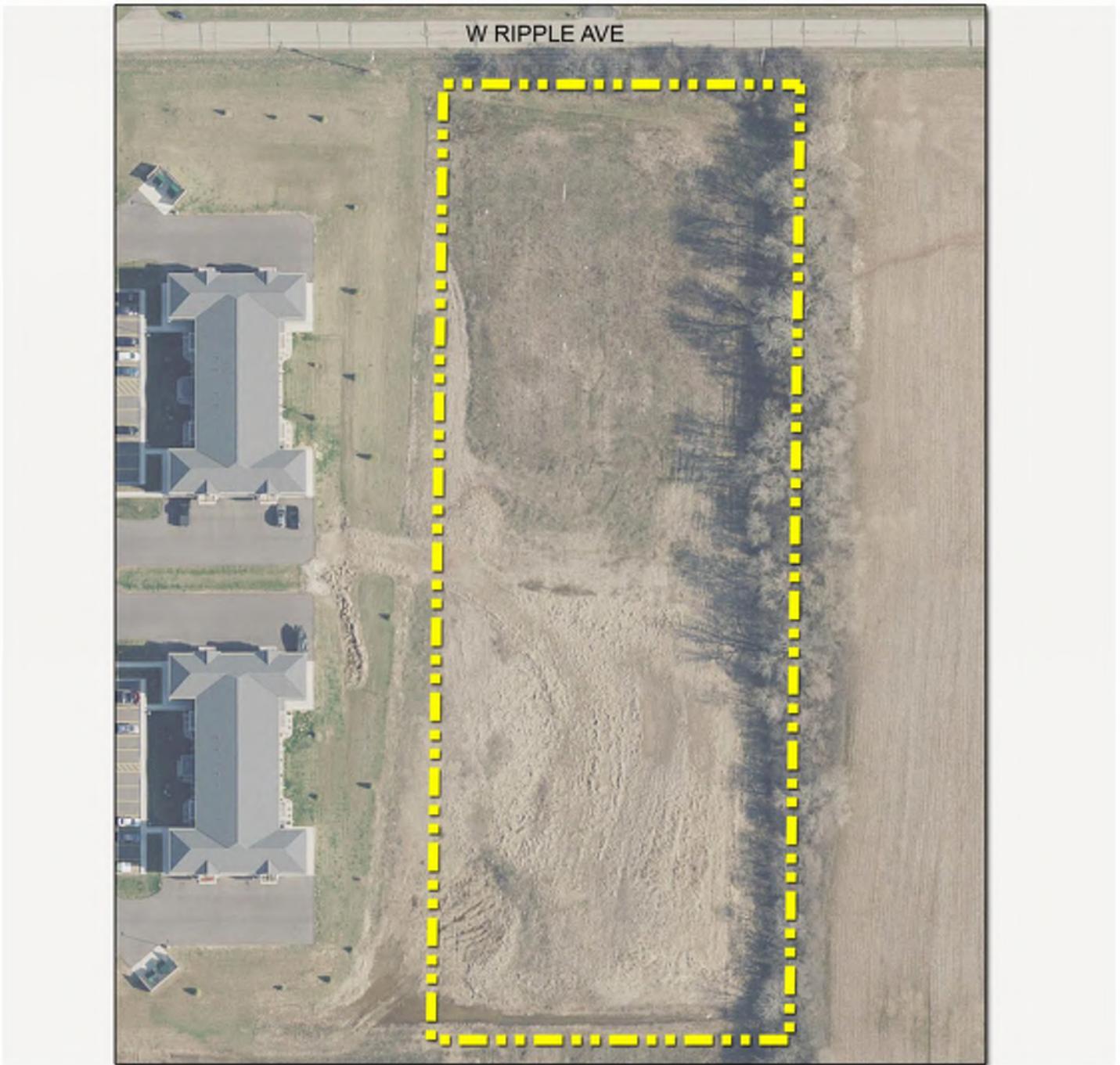


RECOMMENDATIONS SUMMARY:

- Ballfield Reconstruction (including outfield fence)
- Accessible Walks
- Park Identification Sign
- Site Lighting
- Benches

10. PARK SITE A

Neighborhood Park
3.50 acres



RECOMMENDATIONS SUMMARY:

- Park Master Plan Development

11. PICKART PARK

Neighborhood Park
1.51 acres



RECOMMENDATIONS SUMMARY:

- Refer to the approved Pickart Park Master Plan and implement improvements and developments per plan.

12. QUARRY PARK

Neighborhood Park

8.02 acres



RECOMMENDATIONS SUMMARY:

- Park Master Plan Development

13. ROE PARK
Neighborhood Park
1.65 acres



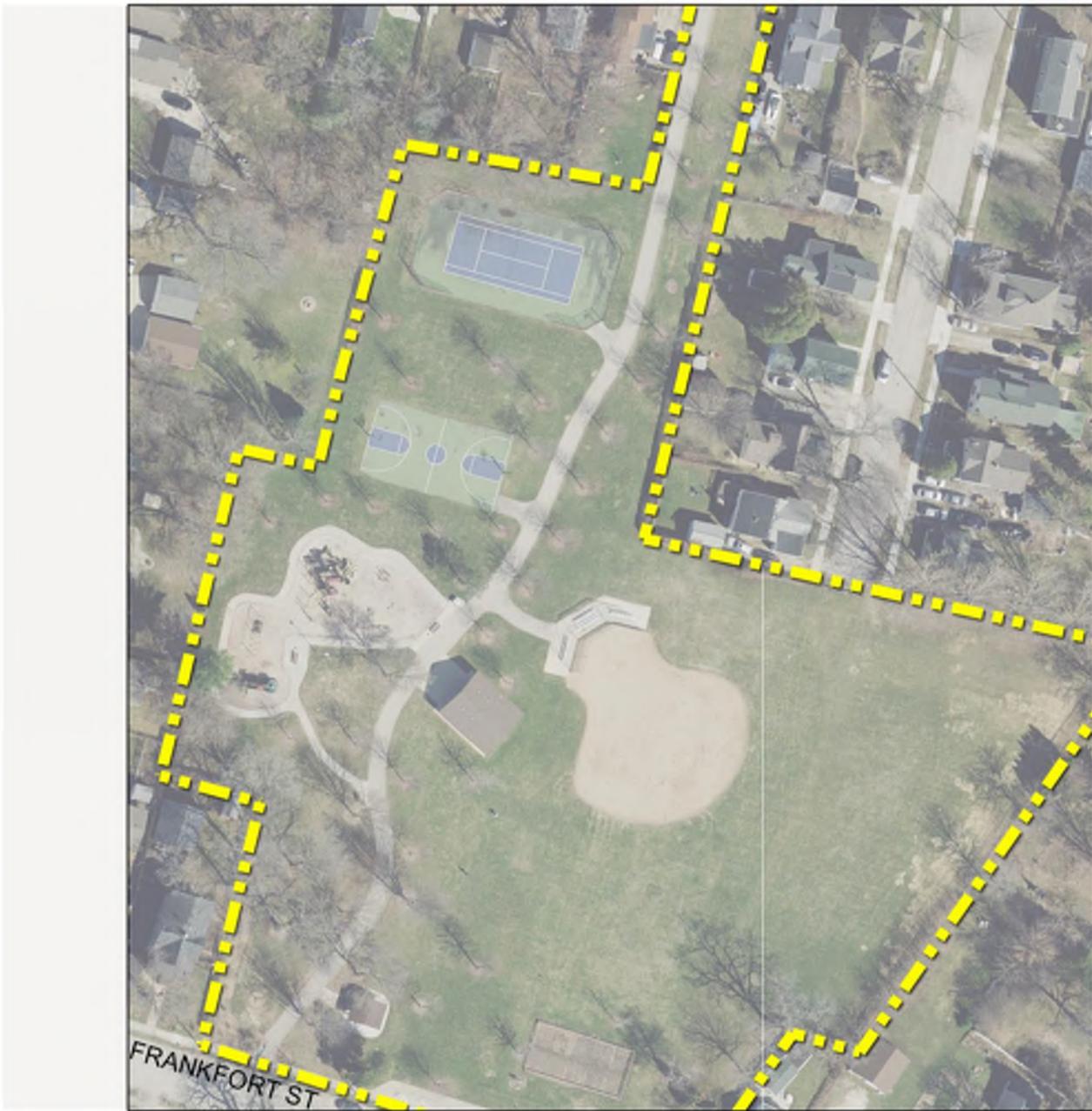
RECOMMENDATIONS SUMMARY:

- Park Identification Sign
- Site Lighting
- Benches

14. STEVENS PARK

Neighborhood Park

4.85 acres



RECOMMENDATIONS SUMMARY:

- Tennis Court Reconstruction
- Basketball Court Reconstruction
- Playground Improvements (equipment and rubberized surfacing)
- Site Lighting
- Accessible Walks
- Park Identification Signs

15. STOEGBAUER PARK

Neighborhood Park

1.87 acres



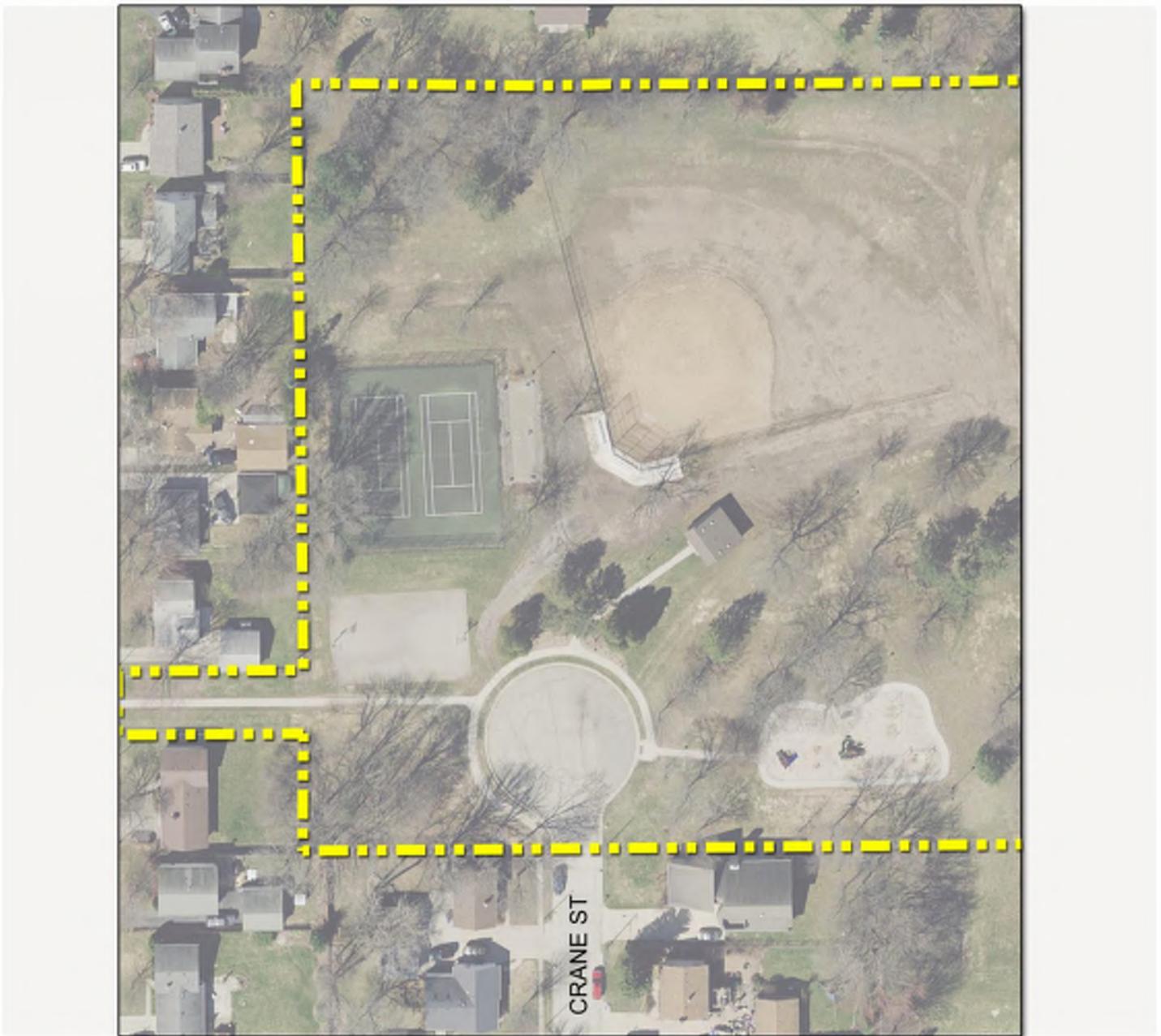
RECOMMENDATIONS SUMMARY:

- Accessible Walks
- Restroom/Shelter Construction
- Site Lighting
- Park Identification Sign
- Benches
- Basketball Court Overlay

16. TEICHMILLER PARK

Neighborhood Park

5.59 acres



RECOMMENDATIONS SUMMARY:

- Playground Improvements (rubberized surfacing)
- Basketball Court Reconstruction
- Accessible Walks
- Park Identification Sign
- Site Lighting
- Benches

17. WEST ALGOMA PARK

Neighborhood Park

1.80 acres



RECOMMENDATIONS SUMMARY:

- Accessible Walks
- Playground Improvements (equipment and rubberized surfacing)
- Shelter Roof Allowance
- Site Lighting
- Benches
- Park Identification Sign
- Shoreline Restoration Allowance

18. WESTHAVEN CIRCLE PARK

Neighborhood Park

6.59 acres



RECOMMENDATIONS SUMMARY:

- Splash Pad
- Accessible Walks
- Site Lighting
- Park Identification Sign
- Benches
- Ballfield Improvements
- Basketball Court Resurfacing

19. LAKESHORE PARK

Community Park
69.63 acres

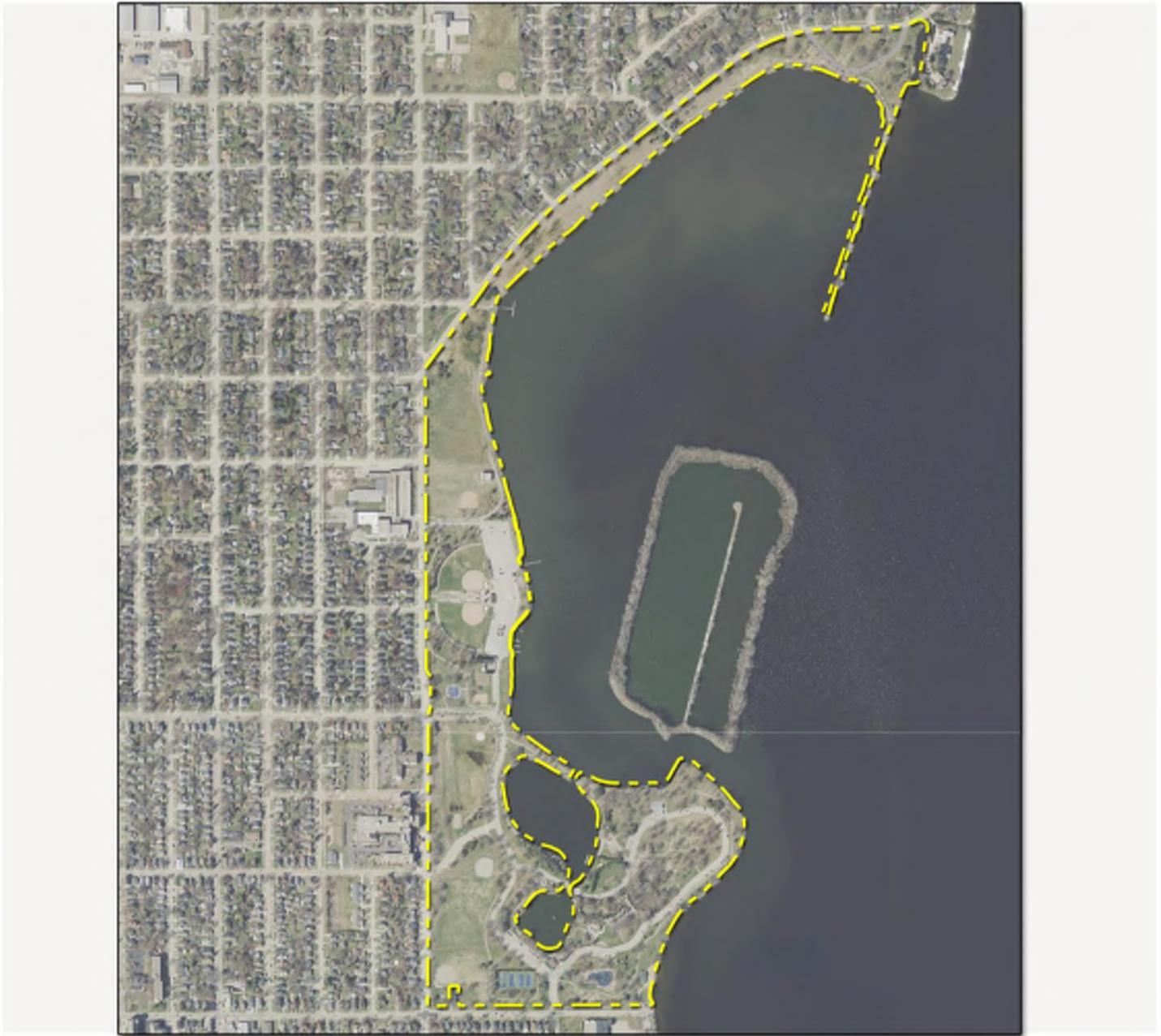


RECOMMENDATIONS SUMMARY:

- Refer to the approved Lakeshore Park Master Plan and implement improvements and developments per plan.

20. MENOMINEE PARK

Community Park
103.39 acres



RECOMMENDATIONS SUMMARY:

- Refer to the approved Menominee Park Master Plan and implement improvements and developments per plan.

22. RED ARROW PARK

Community Park
26.60 acres



RECOMMENDATIONS SUMMARY:

- Playground Improvements (equipment and rubberized surfacing)
- Skate Park Restoration
- Park Identification Sign
- Site Lighting
- Benches
- Parking Lot Improvements
- Determine long-term plan for the park due to issues created by the former landfill

23. SOUTH PARK

Community Park
23.68 acres



RECOMMENDATIONS SUMMARY:

- Refer to the approved South Park Master Plan and implement improvements and developments per plan.

24. 24TH AVENUE BOAT LAUNCH

Waterfront Recreation

1.68 acres



RECOMMENDATIONS SUMMARY:

- Park Identification Sign
- Site Lighting
- Accessible Walks
- Parking Lot Improvements

25. AL BROULLIRE MEMORIAL GARDEN

Waterfront Recreation

0.14 acres



RECOMMENDATIONS SUMMARY:

- Park Identification Sign

26. BOATWORKS

Waterfront Recreation

5.00 acres



RECOMMENDATIONS SUMMARY:

- Park Identification Sign
- Benches
- Parking Lot Improvements

27. BOWEN STREET FISHING DOCK

Waterfront Recreation

0.33 acres



RECOMMENDATIONS SUMMARY:

- Replace Railings
- Park Identification Sign

28. CARL E. STEIGER PARK

Waterfront Recreation

2.43 acres



RECOMMENDATIONS SUMMARY:

- Accessible Walks
- Park Identification Sign
- Site Lighting
- Benches

29. FUGLEBERG BOAT LAUNCH

Waterfront Recreation

2.40 acres



RECOMMENDATIONS SUMMARY:

- Causeway Improvements
- Construct Additional Boat Launch
- Site Lighting
- Park Identification Sign
- Parking Lot Improvements

30. MICHIGAN STREET FISHING DOCK

Waterfront Recreation
0.60 acres



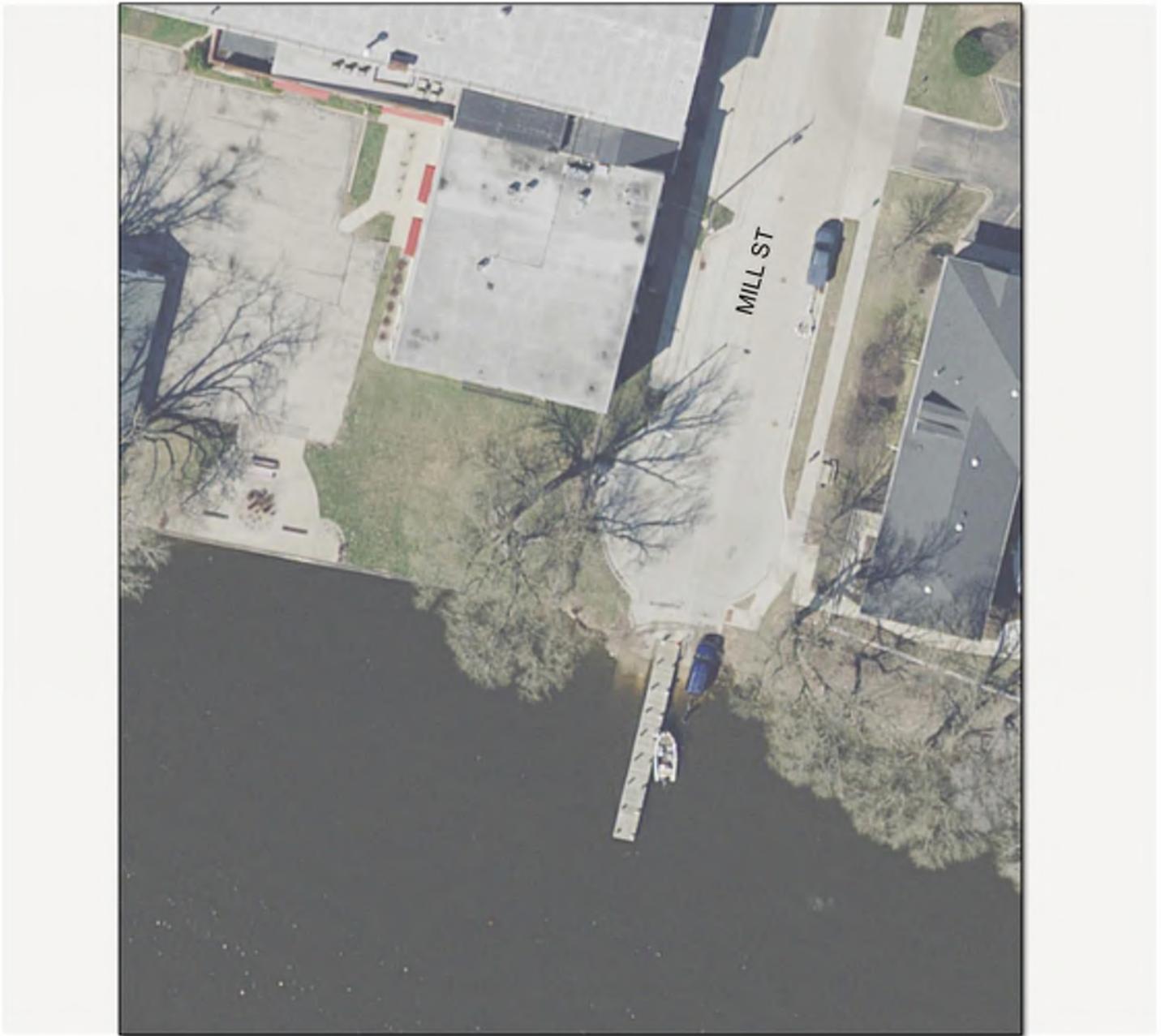
RECOMMENDATIONS SUMMARY:

- Benches
- Railing repairs/replacements

31. MILL STREET BOAT LAUNCH

Waterfront Recreation

0.08 acres



RECOMMENDATIONS SUMMARY:

- Decking Replacement (composite decking)
- Boat Launch Concrete Improvements
- Park Identification Sign

32. RIVERSIDE PARK

Waterfront Recreation

2.03 acres



RECOMMENDATIONS SUMMARY:

- Park Identification Sign
- Benches

33. WILLIAM A. STEIGER PARK

Waterfront Recreation

2.52 acres



RECOMMENDATIONS SUMMARY:

- Park Identification Sign
- Site Lighting
- Benches
- Composite Decking for Fishing Pier
- Boat Launch Improvements

36. OPERA HOUSE SQUARE

Special Use Park

1.01 acres



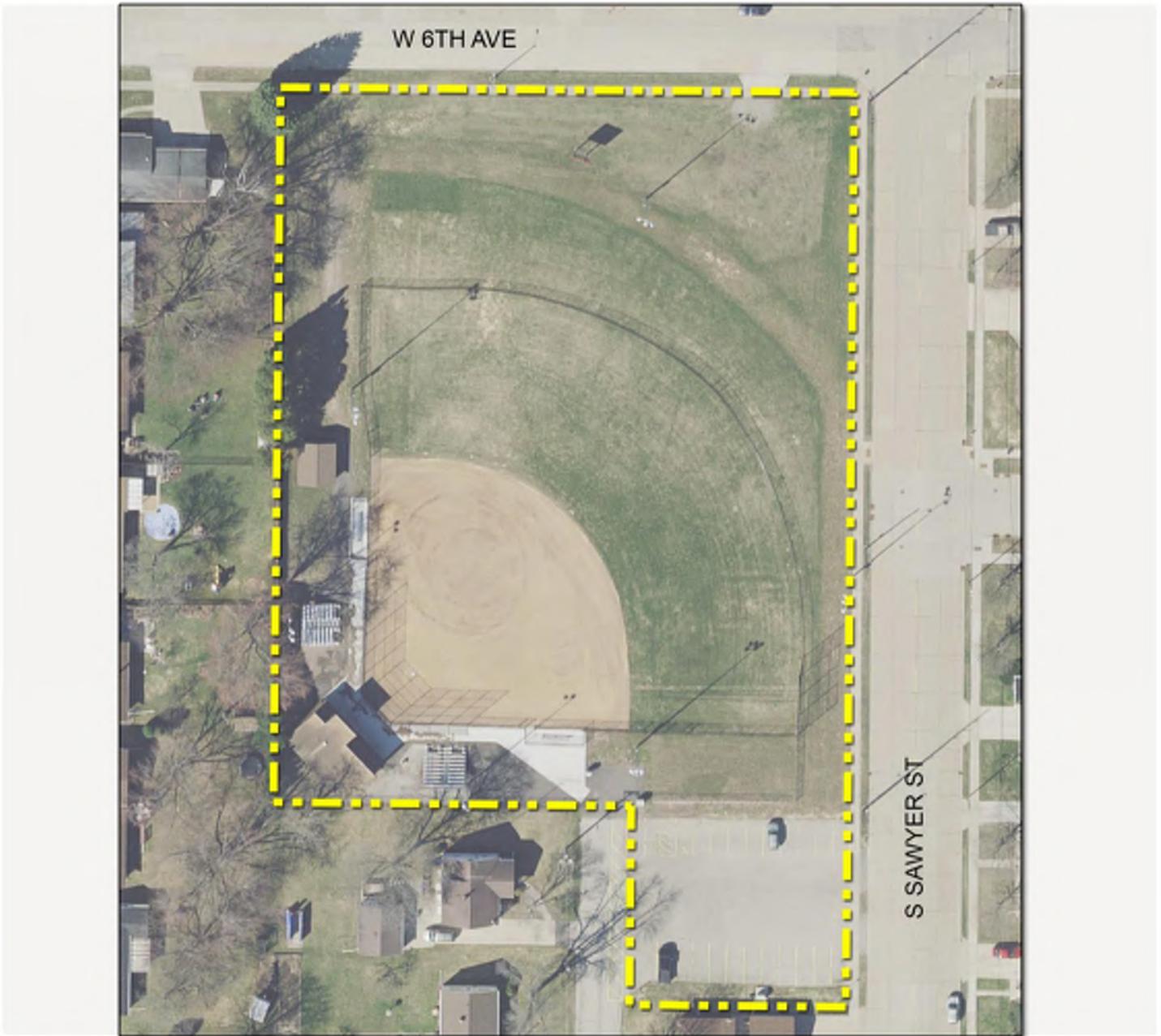
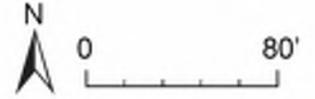
RECOMMENDATIONS SUMMARY:

- Park Identification Sign/Electronic Message Center
- Electrical Infrastructure Improvements
- Incorporate improvements from the Downtown Oshkosh Redevelopment Plan

37. KILLIAN G. SPANBAUER FIELD

Special Use Park

2.77 acres



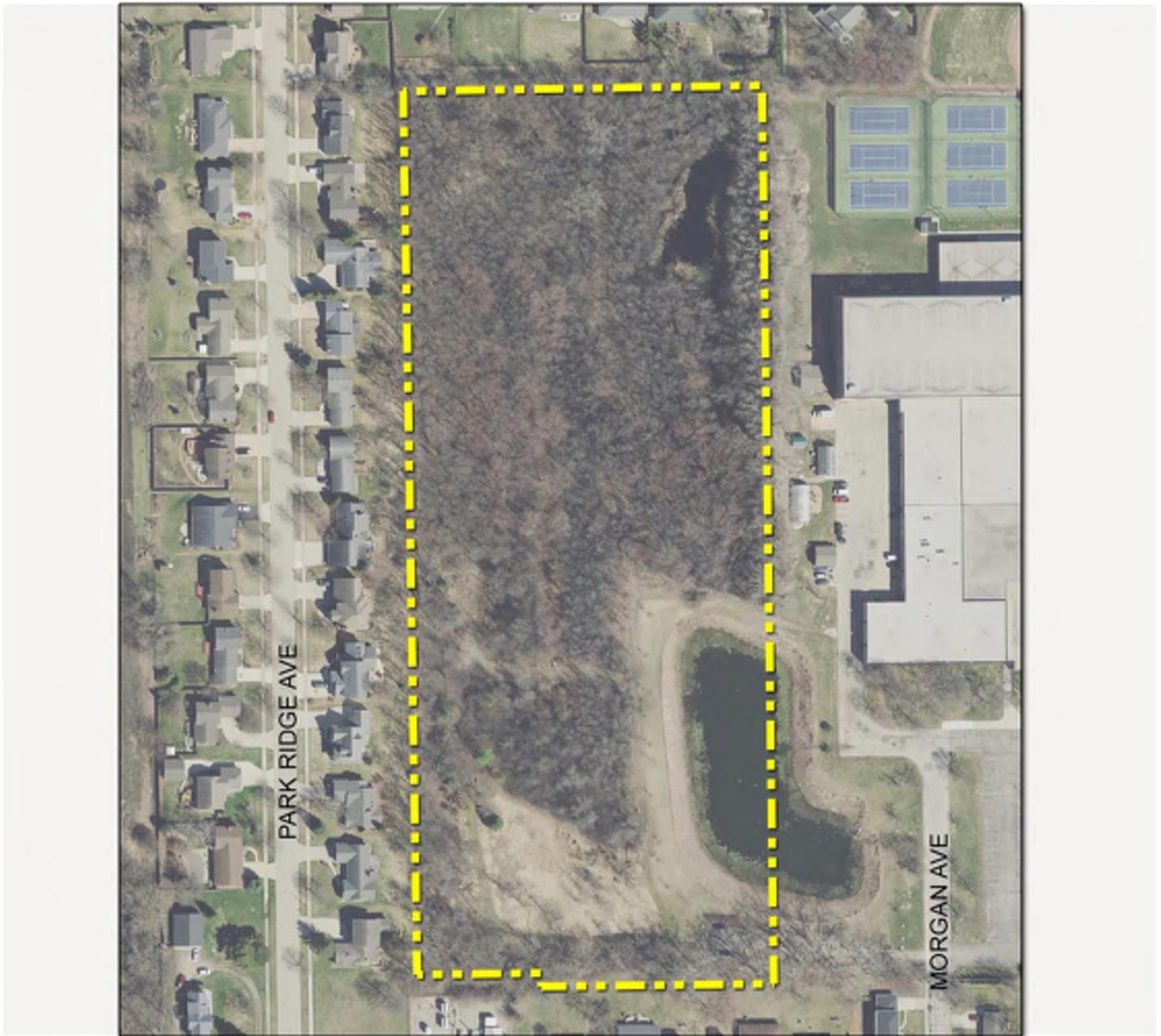
RECOMMENDATIONS SUMMARY:

- Park Identification Sign
- Scoreboard
- Ballfield Lighting

40. NORTH HIGH CONSERVANCY PARK

Natural Resource Area

12.19 acres



RECOMMENDATIONS SUMMARY:

- Park Identification Sign
- Site Lighting

FOX RIVER CORRIDOR RIVERWALK

Waterfront Recreation

3.00 miles

RECOMMENDATIONS SUMMARY:

- Refer to the approved Fox River Corridor Riverwalk plan and implement improvements and developments per plan.

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6.3 Proposed Park Types

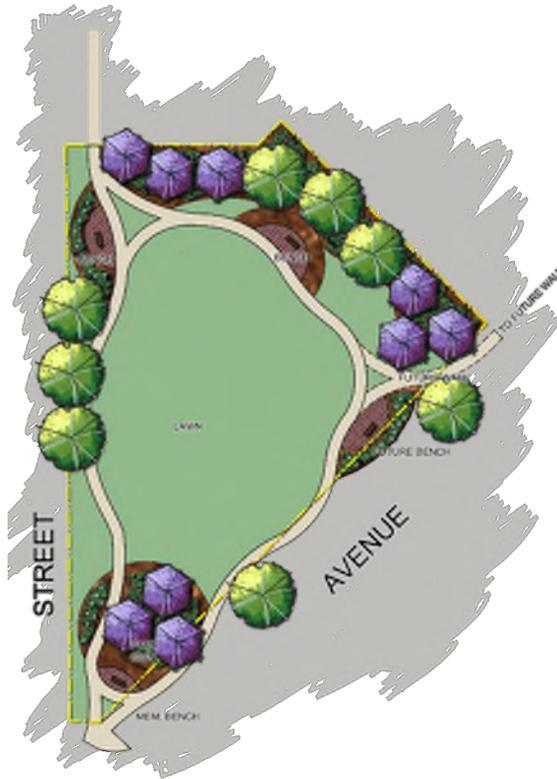
The exact size and location of the proposed facilities should be decided on a specific case by case basis. However, as lands become available and residential growth continues to move into underserved and/or undeveloped areas, the city should investigate securing park space in the areas shown on the Proposed Park Acquisition Map.

Careful planning, particularly of larger parks, will help to minimize acquisition and development costs and better meet community needs. The master planning process should include a comprehensive review of the existing conditions, advantages, and challenges for each potential park site as well as an evaluation which includes the identification of proposed needs, the collection of community input, the preparation of concept plans, and detailed cost estimates. It is recommended that the city seek the assistance of a licensed landscape architect for park planning.

Park Examples

The following are some general examples of parks by NRPA classification types.

Mini Park



Classification	General Description	Location	Preferred Size	Service Area
Mini Park	<ul style="list-style-type: none"> ▪ The smallest park classification. ▪ Used to address limited, isolated, or unique recreational needs. ▪ Often contain landscaping, seating areas, and central focus feature such as a gazebo, fountain, play area, or historical marker or art project. ▪ Often created on a single urban lot or remnant parcel. 	<p>Generally located in a residential setting. Accessibility is by way of trails, sidewalks, or low volume residential streets.</p>	<p>Typically between 2,500 sq. ft. and 2 acres.</p>	<p>1/4-mile radius</p>

Neighborhood Park



Classification	General Description	Location	Preferred Size	Service Area
Neighborhood Park	<ul style="list-style-type: none"> ▪ Basic unit of the park system. ▪ Recreational and social focus of the neighborhood. ▪ Informal active and passive recreation. ▪ Typical amenities include: shelters, picnic areas (with tables and grills), drinking fountains, and pathways. 	Generally located in a residential setting. Accessibility is by way of trails, sidewalks, or low volume residential streets. Access should not be interrupted by non-residential roads and other physical barriers.	2 acres min. 5-10 acres preferred.	1/4 to 1/2-mile radius

Community Park



Classification	General Description	Location	Preferred Size	Service Area
Community Park	<ul style="list-style-type: none"> Focus is on meeting community-based recreation needs and/or preserving unique landscapes and open spaces. Provides a combination of intensive and non-intensive development. In addition to the facilities provided at neighborhood parks, community parks may provide natural features, trails, swimming pools, picnic areas, elaborate playfields, game courts, ice skating, shelters, or sanitary facilities and ample off-street parking. 	Usually serves two or more neighborhoods.	As needed to accommodate desired uses. Usually 10-30+ acres.	1 to 2-mile radius

6.4 Maintenance Plan

While careful planning and design are essential to building a great park system, the level of long-term care generally plays the biggest part in determining facility attractiveness, safety, longevity, and visitor experience. Sustainable maintenance also improves the quality of the natural environment.

The amount of necessary maintenance will vary from park to park. Active parks, very visible parks in central locations, and well-used parks tend to need a higher level of attention while open spaces often only require some type of annual maintenance.

The following is a general list of goals and recommendations for municipal park systems. While the overall list of recommendations is extensive, it is meant to be long-term and many should be implemented over a period of years.

Maintenance Goals and Recommendations

Goal: Efficiency

Recommendations

- Provide adequate and well-trained park personnel.
- Promote an understanding of the significant scope of work related to parks, facilities and trail operations and maintenance.
- Plan realistic time frames when scheduling maintenance work.
- Acquire appropriate equipment to perform maintenance effectively and efficiently.
- Create and maintain a log for tracking park system and individual park maintenance activities.
- Implement systematic routine maintenance of park facilities and equipment:
 - Play equipment
 - Courts and fields
 - Benches and picnic tables
 - Trail systems
 - Restrooms and shelters
 - Paved parking areas
 - Accessible routes

Goal: Accessibility

Recommendations

- Retrofit all parks and park facilities to be accessible, including shelters and restrooms. As park facilities are constructed or upgraded, they should be designed to be barrier-free and accessible to all park users.
- Cover surfaces directly under play equipment and a safe zone around the play equipment with an ADA compliant safety surface. In addition, provide an accessible route to all play structures and facilities.
- Continue with the current playground equipment replacement program.

Goal: Sustainable Maintenance and Care Practices

Recommendations

- Periodically survey the condition of each park as well as the facilities within the park in order to schedule routine maintenance projects effectively and efficiently.
- Design a sustainable maintenance program that includes evaluating annual labor, supply and equipment needs.
- Consider employing some or all of the following guidelines in the maintenance program:
 - Retain existing soil during construction and planting projects. Stockpile and reuse this soil on-site to minimize disturbance that could encourage growth of invasive plant species.
 - If fill needs to be imported, specify weed-free fill.
 - When using fertilizer, use organic or “slow-release” and use no more than recommended for proper growth.
 - The soil should be tested once every three years to determine the need for fertilizer and pH adjustment.
 - Use compost as an annual dressing.
 - Mulching retains moisture in the soil, moderates soil temperature, prevents erosion and the washing away of nutrients, and keeps weed growth under control. Mulch should be applied no deeper than 4” on trees, 2-3” on shrubs, and about an inch on perennials.
 - Use shredded hardwood mulch rather than wood chips because of its slower decomposition rate and lower nitrogen depletion properties.
 - In turf areas and newly planted areas, water deeply, about one inch of water per week to keep plants healthy and to prevent soil erosion. Water in the early morning to prevent evaporation.
 - Consider using two types of grass within the parks, a cool season athletic mix turf grass for active play areas, such as ball fields and picnic areas, and a native cool season grass such as Canada rye in place of Kentucky bluegrass and fescue in other areas of the park.
 - Mow high (about 3” or no more than one-third of the blade of grass) in earlier morning hours, leaving grass clippings on the turf. Longer blades of grass tend to grow deeper roots helping to avoid erosion and obtaining more moisture and nutrients from the soil.
 - Turf grass on ball fields and soccer fields should be mowed 2x/week during the seasons when needed. All other turf grass areas should be mowed 1x/week as time and weather permit.
 - Include large drifts of native grasses and flower areas in parks, especially around water bodies to protect water quality, provide seasonal color and texture, enhance wildlife habitat and deter goose populations.
 - Consider a controlled burn or equivalent natural management area approach, such as mowing, to maintaining native landscapes within parks. Controlled burns, if selected, should be performed only by trained personnel.
 - Incorporate natural storm water control measures within the parks such as rain gardens, grass swales and additional planting of trees around parking and other hard surface areas to reduce site run-off.
 - Reduce the use of pesticides, herbicides or other chemically treated materials (i.e. wood), whenever possible due to their impacts on water quality and wildlife habitat. When needed, especially in the case of invasive plant species control, chemicals should be applied only by trained personnel and care should be taken to ensure proper use and storage.

Goal: Community Partnership and Cooperation

Recommendations

- Solicit public evaluation of parks, facilities, and trail maintenance from the public using periodic surveys or online feedback.
- Utilize community volunteer resources to assist in park beautification and maintenance projects, e.g., rain gardens, restoration projects, invasive species control and installation of signage, new playground structures, etc. These types of activities bring community members together, especially in neighborhood park settings and can create a sense of ownership that will last.
- Create volunteer recognition programs to acknowledge groups or community members for their service.
- Educate the public on the aesthetics and benefits of sustainable park landscapes using brochures, fact sheets, the city website, social media, and/or newsletters and signage.

Goal: Capital Improvements

Recommendations

- Routine maintenance generally consists of the repair and upkeep of existing park facilities (such as painting a shelter building), does not appreciably increase the value of the park, and is traditionally funded through the Park Department's operations budget. Capital improvements, on the other hand, are the addition of labor and materials that improve the overall value and usefulness of a park (such as upgrading a restroom facility to be barrier-free), and often designated and funded individually through segregated municipal funds.
- Generally, capital improvements are ranked in the following manner:
 - Improvements to Existing Facilities:
 - Correct health and safety hazards
 - Upgrade deficient facilities, including accessibility-related deficiencies
 - Modernize adequate but outdated facilities
 - Development of new facilities, as deemed appropriate and necessary through public demand (public meetings, Parks Department input, expected population growth).

Landscape Maintenance Guidelines

Planting Type	Annual Maintenance Schedule				Long-Term Maintenance		
	Winter	Spring	Summer	Fall	At 2 Years	At 5 Years	At 10+ Years
Trees and Shrubs							
Planting New/Replacement		X	X	X	<p>Only prune lower branches that will create a hazard. Trees should not be staked unless absolutely necessary.</p> <p>Renewal prune woody shrubs to improve shape.</p> <p>DO NOT SHEAR SHRUBS.</p> <p>Pruning should be done only by trained personnel.</p>	<p>Selectively replace shrubs that have overgrown.</p> <p>Renewal prune woody shrubs to improve shape.</p>	<p>Replace shrubs that have become overgrown.</p>
Fertilizer	Only when needed						
Mulch		X	X	X			
Pest Control (only as needed)		X	X				
Plant Repair	X	X	X	X			
Pruning	X	X	X	X		<p>DO NOT SHEAR SHRUBS.</p> <p>Pruning should be done only by trained personnel.</p>	
Perennials/Ornamental Grasses						<p>Divide existing plants to keep them healthy and maintain shape.</p>	<p>Divide existing plants to keep them healthy and maintain shape.</p>
Planting New/Replacement		X	X	X	<p>In areas where establishment is unsuccessful, amend soil and replant.</p>	<p>Replace dead plant material.</p> <p>Change plant species in cases of major die-outs.</p>	<p>Replace dead plant material.</p> <p>Change plant species in cases of major die-outs.</p>

Planting Type	Annual Maintenance Schedule				Long Term Maintenance		
	Winter	Spring	Summer	Fall	At 2 Years	At 5 Years	At 10+ Years
Aeration		April		Sept.	Re-grade sections that may have become "bumpy." Remove lawn from area around tree trunks.		Complete major renovation of turf areas designated for active sports such as ball fields, soccer fields, etc.
Mowing		X	X	X			
Re-sodding		X	X	X			
Re-seeding (over-seeding)				X			
Weed control (only as needed)		X		X			
Fertilization		X		X			
Naturalized Areas							
Planting		X		X	Weeding/burns and general management is critical during the first three years of establishment. The goal is to have minimal contact in subsequent years to reduce impact to wildlife habitat. ONLY BURN IN NATIVE GRASS & FLOWER AREAS. Most trees and shrubs cannot typically survive this method of weed control.	Plant species selection should be modified based on success rates.	Long-term management should consider wildlife habitat quality. Plant species selection should be modified based on success rates and aesthetic quality. Replace plants or re-seed as needed.

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SECTION 7

IMPLEMENTATION STRATEGIES

7.0 IMPLEMENTATION STRATEGIES

The list of recommendations in the previous section, which consist of repairs, upgrades, corrections, and desired additional amenities, are intended to provide guidance to decision makers.

In this section, estimated costs are provided for each of these improvements to assist the city in organizing funding. Typically, these costs include furnishing and installation as well as appropriate allowances for demolition, mobilization, and permitting. These estimates are based on 2020-2024 costs from similar bid projects and do not necessarily reflect inflation, regional price differences, and potential future material cost increases. Quantities are based on county aerial photography.

These items may be funded through a combination of city capital improvements budgets, public-private partnerships, grants, volunteer opportunities, and donations. Any city-funded improvements would have to be presented to and approved by the city as part of its annual Capital Improvements Program. Various grant and alternate funding sources are listed in the second half of this section.

For ease of reference, this section also provides a plan for implementing those recommendations over the next ten to fifteen years. The improvement information is organized into a spreadsheet matrix of short-, mid- and long-term strategies that are based on time increments of 1-5 years, 6-10 years, and 10+ years and beyond. This section should be viewed as a planning tool. Projects not completed in the hypothetical time frames identified should simply be considered future opportunities.

It is recommended that the city monitor, review, and prioritize the improvement strategies on an annual basis.

7.1 Capital Improvements

(See the following spreadsheets)

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Capital Improvement Schedule



Multiplier

*Note: a 3.5% construction inflation multiplier to be added per year to the current estimated cost.

1.035 to 1.188	1.229 to 1.411	1.460+
Short Term (1-5 Years) 2025-2029	Mid Term (6-10 Years) 2030-2034	Long Term (11+ Years) 2035+

PARK NAME	CURRENT ESTIMATED COST			
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Congress Avenue Tot Lot				
Site Lighting	\$10,000		X	
Park Identification Sign	\$5,000	X		
Replace Perimeter Fencing	\$35,000	X		
Benches	\$6,000	X		
SUBTOTAL	\$56,000			

Garden Club Park				
Site Lighting	\$10,000		X	
Park Identification Sign	\$5,000	X		
Benches	\$3,000	X		
SUBTOTAL	\$18,000			

44th Parallel Park				
Tennis/Pickleball Court Reconstruction	\$200,000	X		
Accessible Walks	\$15,000	X		
Ballfield Reconstruction	\$300,000	X		
Open Air Shelter	\$75,000		X	
Park Identification Sign	\$5,000	X		
Site Lighting	\$30,000		X	
Benches	\$12,000	X		
SUBTOTAL	\$637,000			

Abbey Park				
Playground Improvements	\$275,000	X		
Accessible Walks	\$5,000	X		
Park Identification Sign	\$5,000	X		
Site Lighting	\$10,000		X	
Benches	\$10,000	X		
SUBTOTAL	\$305,000			



Multiplier

*Note: a 3.5% construction inflation multiplier to be added per year to the current estimated cost.

1.035 to 1.188	1.229 to 1.411	1.460+
Short Term (1-5 Years) 2025-2029	Mid Term (6-10 Years) 2030-2034	Long Term (11+ Years) 2035+

CURRENT ESTIMATED COST				
PARK NAME				
Abe Rochlin Park				
Playground Improvements	\$275,000	X		
Accessible Walks	\$7,000	X		
Park Identification Sign	\$5,000	X		
Shoreline Restoration Allowance	\$75,000		X	
Benches	\$10,000	X		
Parking Lot Redevelopment*	TBD		X	
Site Lighting Allowance	\$40,000		X	
SUBTOTAL	\$412,000			

Bauman Park				
Playground Improvements	\$80,000	X		
Accessible Walks	\$15,000	X		
Park Identification Sign	\$5,000	X		
Site Lighting	\$15,000		X	
Open Air Shelter Renovation	\$45,000		X	
Shoreline Restoration Allowance	\$75,000		X	
Benches	\$6,000	X		
SUBTOTAL	\$241,000			

Fugleberg Park				
Basketball Court Reconstruction	\$45,000	X		
Accessible Walks	\$6,500	X		
Park Identification Sign	\$5,000	X		
Benches	\$10,000	X		
Site Lighting	\$40,000		X	
Replace Perimeter Fencing	\$60,000	X		
SUBTOTAL	\$166,500			

Mary Jewell Park				
Ballfield Reconstruction	\$335,000	X		
Accessible Walks	\$19,000	X		
Park Identification Sign	\$5,000	X		
Site Lighting	\$40,000		X	
Benches	\$5,000	X		
SUBTOTAL	\$404,000			

Park Site A				
Master Plan Development	\$15,000	X		
SUBTOTAL	\$15,000			



Multiplier

*Note: a 3.5% construction inflation multiplier to be added per year to the current estimated cost.

1.035 to 1.188	1.229 to 1.411	1.460+
Short Term (1-5 Years) 2025-2029	Mid Term (6-10 Years) 2030-2034	Long Term (11+ Years) 2035+

CURRENT ESTIMATED COST				
PARK NAME				
Pickart Park (refer to master plan)				
Master Plan Improvements Allowance	\$340,000	X		
SUBTOTAL	\$340,000			

Quarry Park				
Master Plan Development	\$15,000	X		
Park Identification Sign	\$5,000	X		
SUBTOTAL	\$20,000			
Roe Park				
Site Lighting	\$40,000		X	
Park Identification Sign	\$5,000	X		
Benches	\$5,000	X		
SUBTOTAL	\$50,000			

Stevens Park				
Tennis and Basketball Court Reconstruction	\$275,000	X		
Playground Improvements	\$275,000	X		
Park Identification Signs	\$10,000	X		
Accessible Walks	\$5,000	X		
Site Lighting	\$50,000	X		
SUBTOTAL	\$615,000			

Stoegbauer Park				
Accessible Walks	\$2,000	X		
Restroom/Shelter Construction	\$500,000	X		
Site Lighting	\$40,000		X	
Park Identification Sign	\$5,000	X		
Benches	\$5,000	X		
Basketball Court Overlay	\$10,000	X		
SUBTOTAL	\$562,000			

Teichmiller Park				
Playground Improvements	\$150,000	X		
Accessible Walks	\$26,000	X		
Basketball Court Reconstruction	\$60,000	X		
Park Identification Sign	\$5,000	X		
Site Lighting	\$40,000		X	
Benches	\$10,000	X		
SUBTOTAL	\$291,000			



Multiplier

*Note: a 3.5% construction inflation multiplier to be added per year to the current estimated cost.

1.035 to 1.188	1.229 to 1.411	1.460+
Short Term (1-5 Years) 2025-2029	Mid Term (6-10 Years) 2030-2034	Long Term (11+ Years) 2035+

CURRENT ESTIMATED COST				
PARK NAME				
West Algoma Park				
Accessible Walks	\$5,000	X		
Playground Improvements	\$275,000	X		
Shelter Roof Allowance	\$5,000		X	
Park Identification Sign	\$5,000	X		
Site Lighting	\$40,000		X	
Benches	\$10,000	X		
Shoreline Restoration Allowance	\$75,000		X	
SUBTOTAL	\$415,000			

Westhaven Circle Park				
Splash Pad	\$500,000		X	
Site Lighting	\$40,000		X	
Park Identification Sign	\$5,000	X		
Benches	\$10,000		X	
Accessible Walks	\$25,000	X		
Ballfield Improvements	\$300,000		X	
Basketball Court Resurfacing	\$20,000	X		
SUBTOTAL	\$900,000			

Red Arrow Park				
Playground Improvements	\$300,000	X		
Skate Park Restoration	\$100,000	X		
Park Identification Sign	\$5,000	X		
Lighting Replacement	\$60,000		X	
Benches	\$10,000	X		
Parking Lot Improvements	TBD		X	
Determine Park Long-Term Plan	TBD	X		
SUBTOTAL	\$475,000			

24th Avenue Boat Launch				
Park Identification Sign	\$5,000	X		
Site Lighting	\$40,000		X	
Accessible Walks	\$10,000	X		
Parking Lot Improvements	TBD		X	
SUBTOTAL	\$55,000			

Al Broullire Memorial Garden				
Park Identification Sign	\$5,000	X		
SUBTOTAL	\$5,000			



Multiplier

*Note: a 3.5% construction inflation multiplier to be added per year to the current estimated cost.

1.035 to 1.188	1.229 to 1.411	1.460+
Short Term (1-5 Years) 2025-2029	Mid Term (6-10 Years) 2030-2034	Long Term (11+ Years) 2035+

CURRENT ESTIMATED COST				
PARK NAME				

Boatworks				
Park Identification Sign	\$5,000	X		
Benches	\$5,000		X	
Parking Lot Improvements	TBD		X	
SUBTOTAL	\$10,000			

Bowen Street Fishing Dock				
Replace Railings	\$30,000	X		
Park Identification Sign	\$5,000	X		
SUBTOTAL	\$35,000			

Carl E. Steiger Park				
Accessible Walks	\$3,000	X		
Park Identification Sign	\$5,000	X		
Site Lighting	\$40,000		X	
Benches	\$10,000	X		
SUBTOTAL	\$58,000			

Fugleberg Boat Launch				
Causeway Improvements	TBD		X	
Additional Boat Launch	TBD		X	
Site Lighting	\$40,000		X	
Park Identification Sign	\$5,000	X		
Parking Lot Improvements	TBD		X	
SUBTOTAL	\$45,000			

Michigan Street Fishing Dock				
Benches	\$5,000		X	
Railing Repairs/Replacements	\$50,000		X	
SUBTOTAL	\$55,000			

Mill Street Boat Launch				
Decking Replacement (composite decking)	\$30,000		X	
Boat Launch Concrete Improvements	\$30,000		X	
Park Identification Sign	\$5,000	X		
SUBTOTAL	\$65,000			

Riverside Park				
Park Identification Sign	\$5,000	X		
Benches	\$3,000		X	
SUBTOTAL	\$8,000			



Multiplier

*Note: a 3.5% construction inflation multiplier to be added per year to the current estimated cost.

1.035 to 1.188	1.229 to 1.411	1.460+
Short Term (1-5 Years) 2025-2029	Mid Term (6-10 Years) 2030-2034	Long Term (11+ Years) 2035+

CURRENT ESTIMATED COST			
PARK NAME			
William A. Steiger Park			
Park Identification Sign	\$5,000	X	
Site Lighting	\$40,000	X	
Benches	\$5,000	X	
Boat Launch Improvements	TBD		X
Composite Decking for Fishing Pier	\$50,000	X	
SUBTOTAL	\$100,000		

Opera House Square			
Park Identification Sign/Message Center	\$75,000	X	
Electrical Infrastructure Improvements	\$30,000	X	
Improvements Allowance (from Downtown Oshkosh Redevelopment Plan)	TBD		X
SUBTOTAL	\$105,000		

Killian G. Spanbauer Field			
Park Identification Sign	\$5,000	X	
Scoreboard	\$25,000	X	
Ballfield Lighting	\$275,000		X
SUBTOTAL	\$305,000		

North High Conservancy Park			
Park Identification Sign	\$5,000	X	
Site Lighting	\$15,000	X	
SUBTOTAL	\$20,000		

TOTALS	\$6,788,500		
Short Term	\$4,655,500		
Mid Term	\$2,133,000		
Long Term	\$0		

*Please note that complete master plan costs, for those parks with master plans, are not included.

7.2 Funding

There are various common funding methods that communities can use to help acquire, develop, operate, and maintain park systems. Each have potential benefits and drawbacks. It is desirable that capital improvement schedules combine funding sources. The specific method or combination chosen will depend on the particulars of the situation. Methods are as follows:

- **General Funds/Local Taxes:** Commonly used for park system administration, park operations, maintenance, and some park acquisition and development.
- **User Fees:** These voluntary fees ensure that only those who use a particular facility or feature pay for it, rather than relying on a large base of non-users to subsidize usage. User fees are generally implemented only on specialized features such as boat launches or hunting licenses. The general idea is that if a feature benefits the public at large, it should be supported by the public. If a feature benefits only a limited number of private individuals or organizations, then it should be financed- at least in part- by the same.
- **Impact Fees:** Wisconsin State Statute §66.0617 permits municipalities and counties in Wisconsin to impose impact fees on developers. This legislation specifies what standards that an impact fee ordinance must meet, as well as establishing procedural requirements that must be satisfied before a governmental entity may enact such an ordinance, including the completion of a needs assessment study and the holding of a public hearing. Used for parkland acquisition and development within a specified district and designed to meet recreation needs created by the new development.
- **Philanthropy/Donations:** Used for park acquisition, development, and management. “Friends” groups, foundations, conservancies, benevolent individuals, and even local businesses can provide a way for public parks to receive ongoing support from private funding.
- **Volunteer Participation:** Used for park development, operations, and management. If volunteer participation is utilized for park development and management, it must be properly administered to be effective. Volunteers must be trained, equipped, and supervised to work in an effective, safe, and legal manner. Please note that some grant-in-aid programs do not recognize donated labor as a local match.
- **Loans:** Used for park acquisition and development.
- **Grant-in-Aid Programs:** Used for park acquisition and development. It should be noted that although it is desirable to acquire funding from grants, the city should also consider its ability to:
 - Submit the necessary grant application materials
 - Administer the grant
 - Maintain the necessary documentation as required by the grant
 - Fund any required match
 - Maintain the improvement or program
 - Accept any long-term obligations or restrictions on the city property where the funding is used.

The chart below lists some potential grant funding sources.

Potential Funding Sources

STATE OF WISCONSIN GRANTS:
WI Department of Natural Resources (DNR)
Acquisition & Development of Local Parks (Stewardship)
Acquisition of Development Rights (Stewardship)
Boating Infrastructure Grant (BIG) Program
Clean Water Fund Program
Friends of State Lands (Stewardship)
Gypsy Moth Suppression Program
Habitat Area (Stewardship)
Knowles-Nelson Stewardship Program Grants (Multiple)
Land & Water Conservation Fund (LWCF)*
Surface Water Grants
Motorized Stewardship Grants
Municipal Flood Control
Municipal Water Safety Patrols State Assistance
Natural Areas (Stewardship)
Targeted Runoff Management Grant Program
Recreational Boating Facilities Grant Program
Recreational Trails Program
River Protection and Planning Grant Programs
Shooting Range Grant Program
Snowmobile Trail Aids
Sport Fish Restoration
Stamp Funds
State Trails (Stewardship)
Streambank Protection (Stewardship)
Urban Forestry Assistance Grants
Urban Green Space Program (Stewardship)
Urban Non-Point Source and Storm Water Grant Program
Urban Rivers Grant Program (Stewardship)
Utility Terrain Vehicle Trails
WI Economic Development Corporation (WEDC)
Brownfields Grant Program
Brownfield Site Assessment Grant
Community Development Investment Grant
Community Based Economic Development Program (Multiple)
Community Development Block Grants (Multiple)
WI Department of Administration (DOA)
Coastal Management Grants
WI Department of Transportation (DOT)
Bicycle and Pedestrian Facilities Program
Harbor Assistance Program
Local Transportation Enhancement (TE) Program
Safe Routes to School Grant Program (SRTS)
Surface Transportation Program – Urban
Transportation Alternatives Program (TAP)
Transportation Economic Assistance (TEA)

Wisconsin State Infrastructure Bank (Loan Program)
FEDERAL GRANTS:
US Department of Housing and Urban Development
Community Development Block Grant Program (CDBG)
US Department of the Interior
National Park Service Land & Water Conservation Fund
US Environmental Protection Agency
Brownfield Clean Up Grant
Clean Water State Revolving Fund
EPA Environmental Education Grant Program
Great Lakes Restoration Initiative
US Fish and Wildlife Service
State Wildlife Grants Program
North American Wetlands Conservation Fund
PRIVATE/NON-PROFIT GRANTS:
American Academy of Dermatology
AAD Shade Structure Grant Program
Bikes Belong Coalition
Bikes Belong Grant Program
Eastman Kodak, etc.
Kodak American Greenways Program
Dr Pepper Snapple & KaBOOM!
Let's Play Imagination Playground Grant
Major League Baseball
MLB Baseball Tomorrow Fund
Natural Resources Foundation of Wisconsin
C.D. Besadny Conservation Grant (small grants only)
National Fish and Wildlife Foundation
Five Star and Urban Waters Restoration Grant Program
Bring Back the Natives
Sustain our Great Lakes Program
US Soccer Foundation
US Soccer Foundation Grant

WI DNR Projects

Eligibility

“Eligible local governments are only those towns, cities, counties, and tribal governments that have a Department approved Comprehensive Outdoor Recreation Plan or Master Plan, which has been approved by resolution by the local governing unit or a plan of a higher unit of government. Local governments with qualifying plans receive eligibility to apply for grants for five years.”

Source: (<http://www.dnr.state.wi.us>)

In general, eligible projects include land acquisition, development, and renovation projects for “nature-based outdoor recreation” purposes. Decisions by the department (DNR) as to whether a particular project activity is categorized as “nature-based outdoor recreation” are made on a case-by-case basis. Some eligible projects or reasons are as follows:

Eligible Projects

- Acquisition of a conservation easement that enhances or provides nature-based outdoor recreation. Because of the complexity of easements, the department has developed separate guidelines, including a model easement to explain the requirements for eligibility for Stewardship funding. Contact your DNR region Community Service Specialist for additional information.
- Land purchases to preserve scenic or natural areas, including areas of physical or biological importance and wildlife areas. These areas shall be open to the general public for outdoor recreation use to the extent that the natural attributes of the areas will not be seriously impaired or lost.
- Land within urban areas for such uses as open natural space, undeveloped play areas, bicycling trails, walking and horseback riding trails, and day-use picnic areas.
- Areas that preserve or restore urban rivers or riverfronts for the purposes of economic revitalization and nature based outdoor recreation activities.
- Development and renovation projects for the purpose of nature-based outdoor recreation.
- Development and renovation of support facilities for the above – e.g., access roads, parking areas, restroom facilities, utility and sanitation systems, permanent landscaping, park signs, fences and lighting for the protection of park users, etc.
- Shoreline habitat restoration projects that serve public recreation or resource conservation purposes and are dependent on being on a shoreline.
- Riparian buffer rehabilitation including establishment of native vegetation, which may include slope and site preparation, and control of exotic plant species.
- Shoreline stabilization, which may employ bioengineering practices, and other environmentally beneficial stabilization techniques.

Source: (<http://www.dnr.state.wi.us>)

Ineligible Projects

- Land acquired through condemnation by the applicant.
- Purchasing land for, and development of, recreation areas that are not related to nature-based outdoor recreation – e.g., sports that require extensively developed open space such as dedicated sports fields, swimming pools, tennis courts, playgrounds, skateboard parks, hockey rinks, indoor horse arenas, golf courses, and motorized recreation.
- Lands dedicated through a local park land dedication ordinance.
- Restoration or preservation of historic structures.
- Buildings primarily devoted to operation and maintenance.
- Indoor recreation facilities.
- Construction or repair of seawalls, dams, and lagoons.
- Construction of lodges, motels, luxury cabins or similar facilities.
- Environmental remediation or clean-up of site contamination.

Source: (<http://www.dnr.state.wi.us>)

Please refer to the Wisconsin DNR 2024 Grant Program Guidance at:

https://dnr.wisconsin.gov/sites/default/files/topic/Stewardship/2024_Grant_Program_Guidance_Booklet_FINAL_013024.pdf



SECTION 8

REFERENCES

8.0 REFERENCES

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Section VIII: References

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8.2 Aerial Park Site Maps

Mini Parks

Page

Congress Avenue Tot Lot SM - 01
 Garden Club Park SM - 02
 William Waters Plaza SM - 03

Neighborhood Parks

44th Parallel Park SM - 04
 Abbey Park SM - 05
 Abe Rochlin Park SM - 06
 Bauman Park SM - 07
 Fugleberg Park SM - 08
 Mary Jewel Park SM - 09
 Park Site A SM - 10
 Pickart Park SM - 11
 Quarry Park SM - 12
 Roe Park SM - 13
 Stevens Park SM - 14
 Stoegbauer Park SM - 15
 Teichmiller Park SM - 16
 West Algoma Park SM - 17
 Westhaven Circle Park SM - 18

Community Parks

Lakeshore Park SM - 19
 Menominee Park SM - 20
 Rainbow Memorial Park SM - 21
 Red Arrow Park SM - 22
 South Park SM - 23

Waterfront Recreation

24th Avenue Boat Launch SM - 24
 Al Broullire Memorial Park SM - 25
 Boatworks SM - 26
 Bowen Street Fishing Park SM - 27
 Carl E. Steiger Park SM - 28
 Fugleberg Boat Launch SM - 29
 Michigan Street Fishing Dock SM - 30
 Mill Street Boat Launch SM - 31
 Riverside Park SM - 32
 William A. Steiger Park SM - 33

Special Use Parks

Hikers Monument..... SM - 34
Leach Amphitheater..... SM - 35
Opera House Square..... SM - 36
Killian G. Spanbauer..... SM - 37

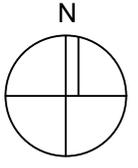
Natural Resource Area

Campbell Creek Marsh..... SM - 38
Glatz Nature Park..... SM - 39
North High Conservancy Park..... SM - 40
Rusch Park..... SM - 41



BEECH ST

CONGRESS AVE



CONGRESS AVE TOT LOT | CITY OF OSHKOSH



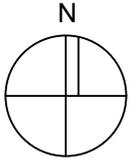
SM-01



MASON ST

W 4TH AVE

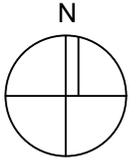
GLEN AVE



GARDEN CLUB PARK | CITY OF OSHKOSH

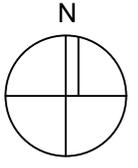


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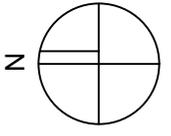
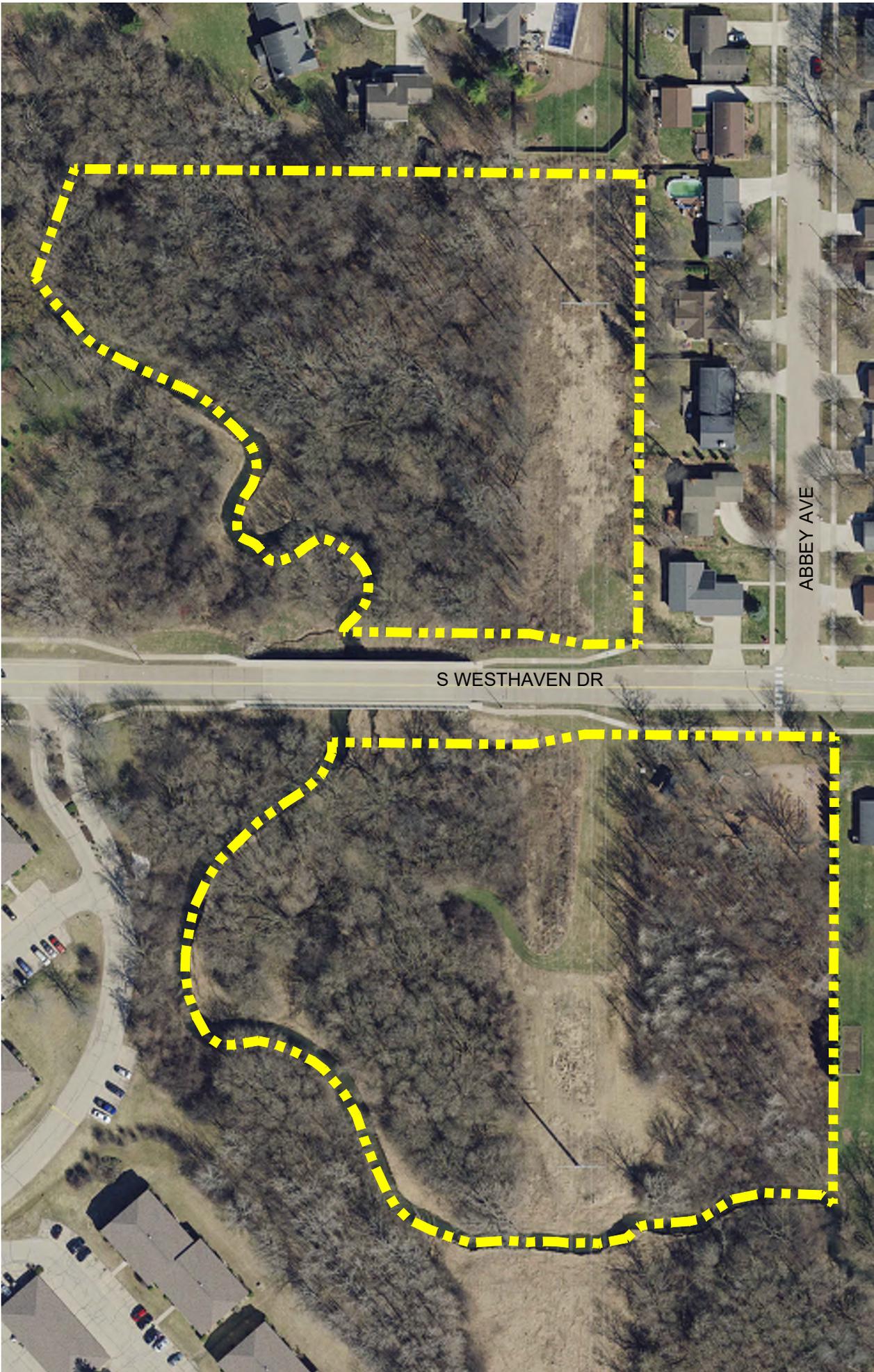
WILLIAM WATERS PLAZA | CITY OF OSHKOSH





44TH PARALLEL PARK | CITY OF OSHKOSH





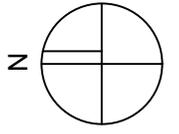
ABBAY PARK | CITY OF OSHKOSH





OSHKOSH AVE

N SAWYER ST



ABE ROCHLIN PARK | CITY OF OSHKOSH

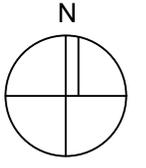


SM-06



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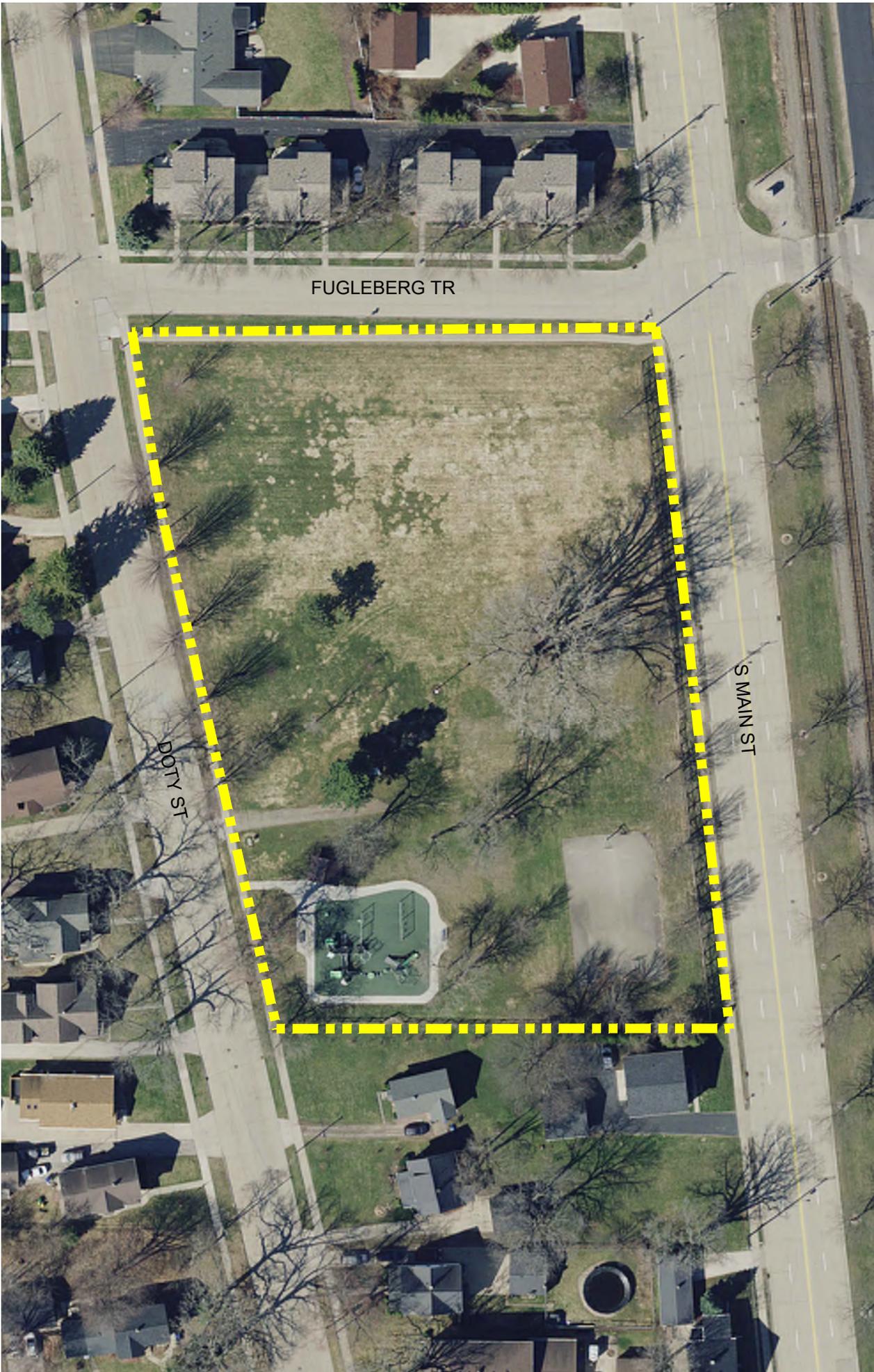
BUCHANAN AVE



BAUMANN PARK | CITY OF OSHKOSH



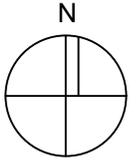
SM-07



FUGLEBERG TR

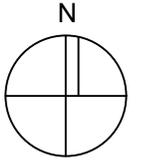
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S MAIN ST



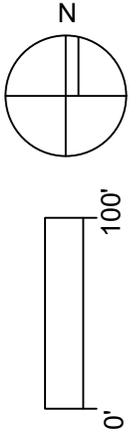
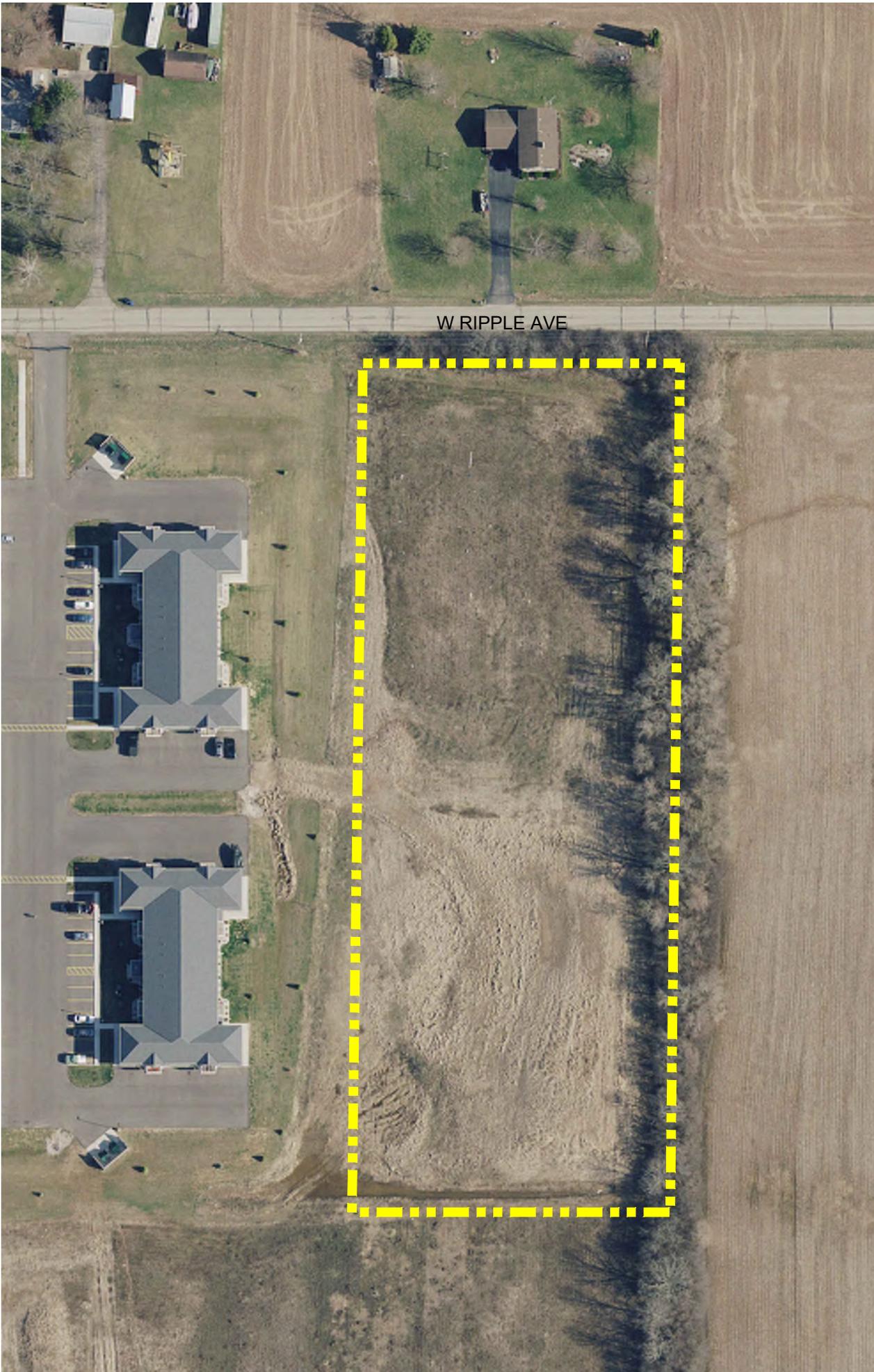
FUGLEBERG PARK | CITY OF OSHKOSH





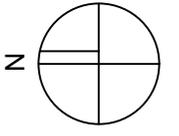
MARY JEWELL PARK | CITY OF OSHKOSH





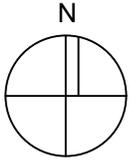
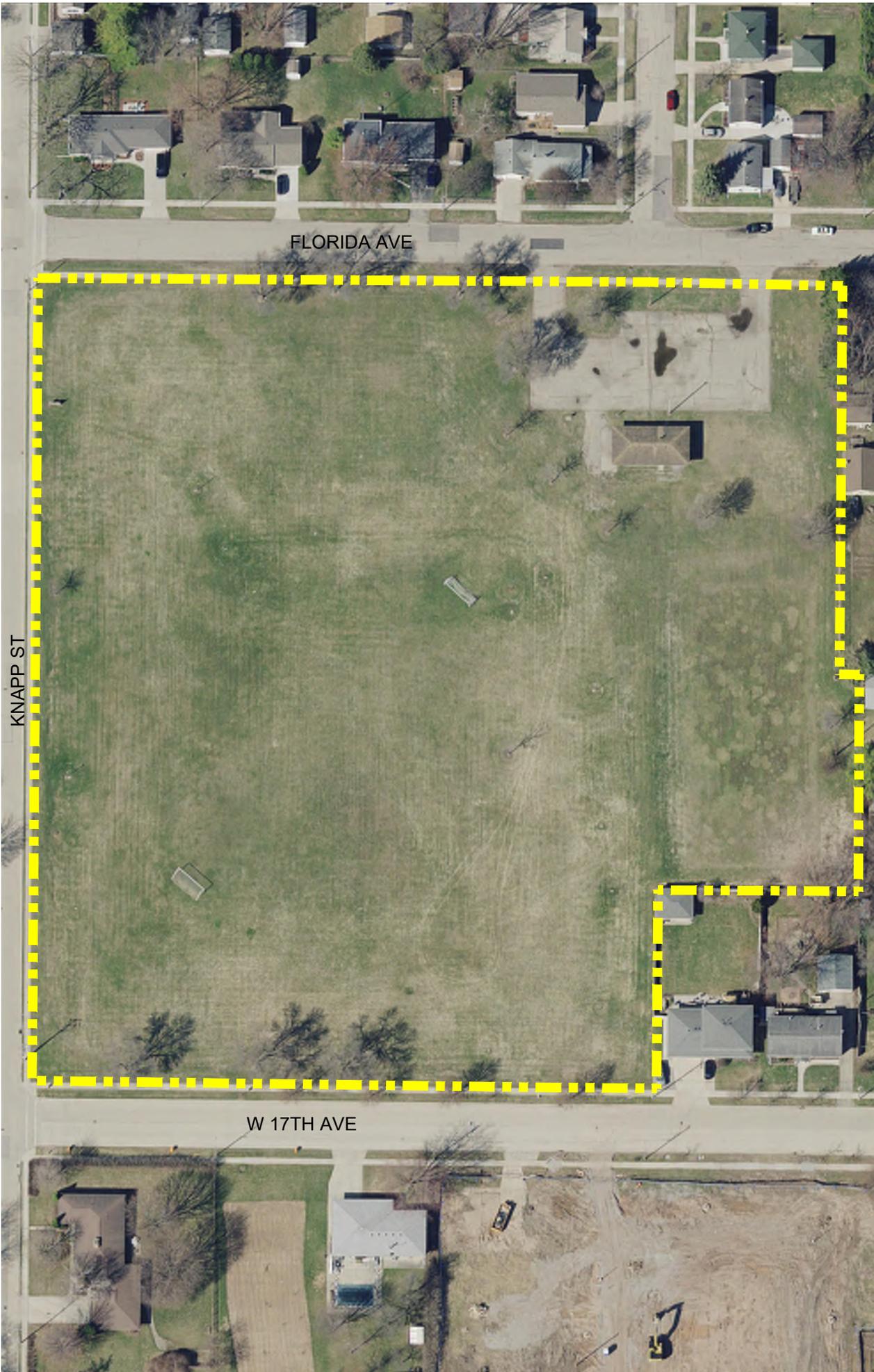
PARK SITE A | CITY OF OSHKOSH





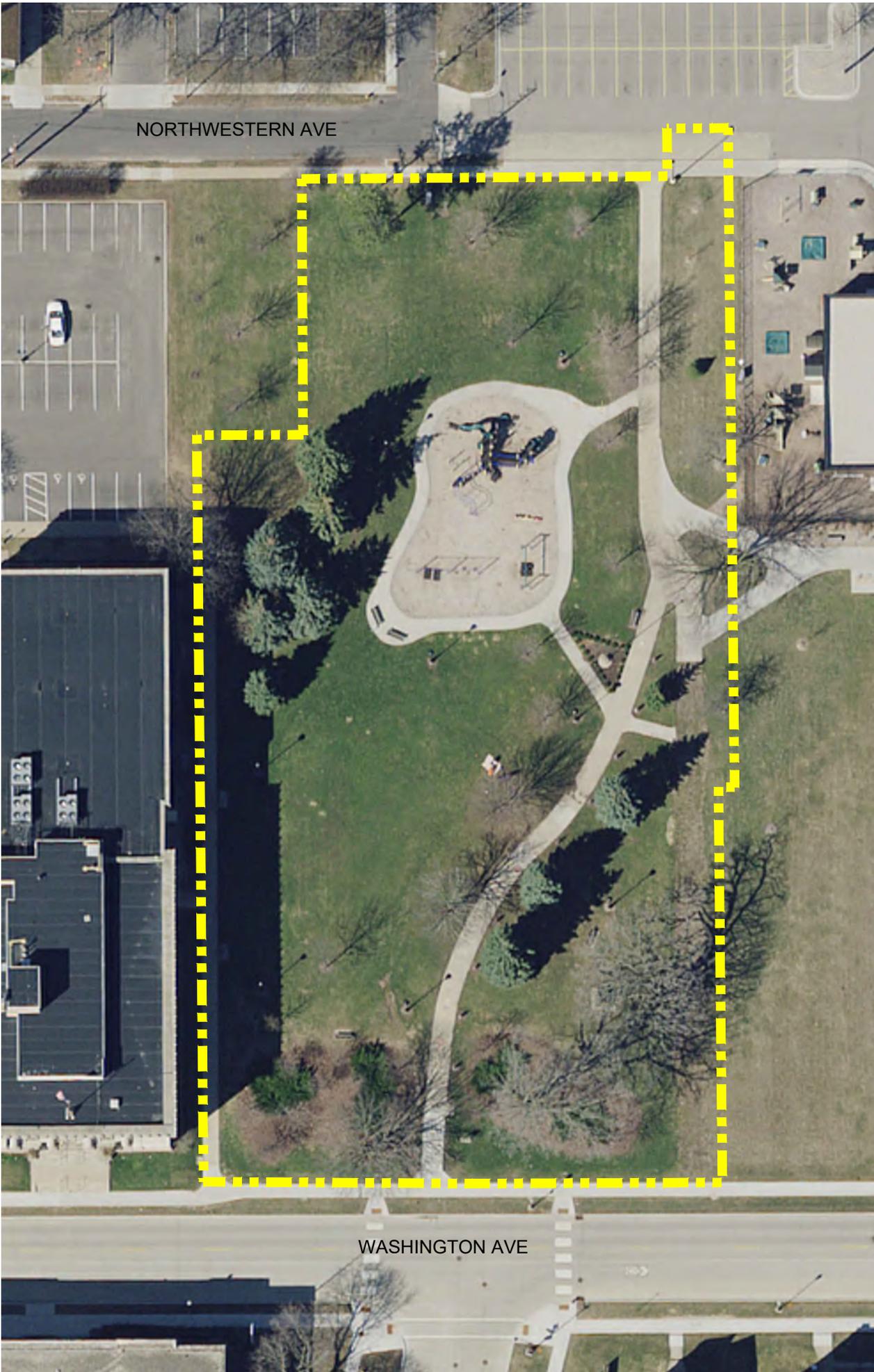
PICKART PARK | CITY OF OSHKOSH





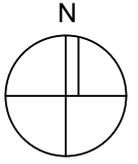
QUARRY PARK | CITY OF OSHKOSH





NORTHWESTERN AVE

WASHINGTON AVE



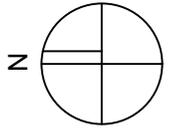
ROE PARK | CITY OF OSHKOSH





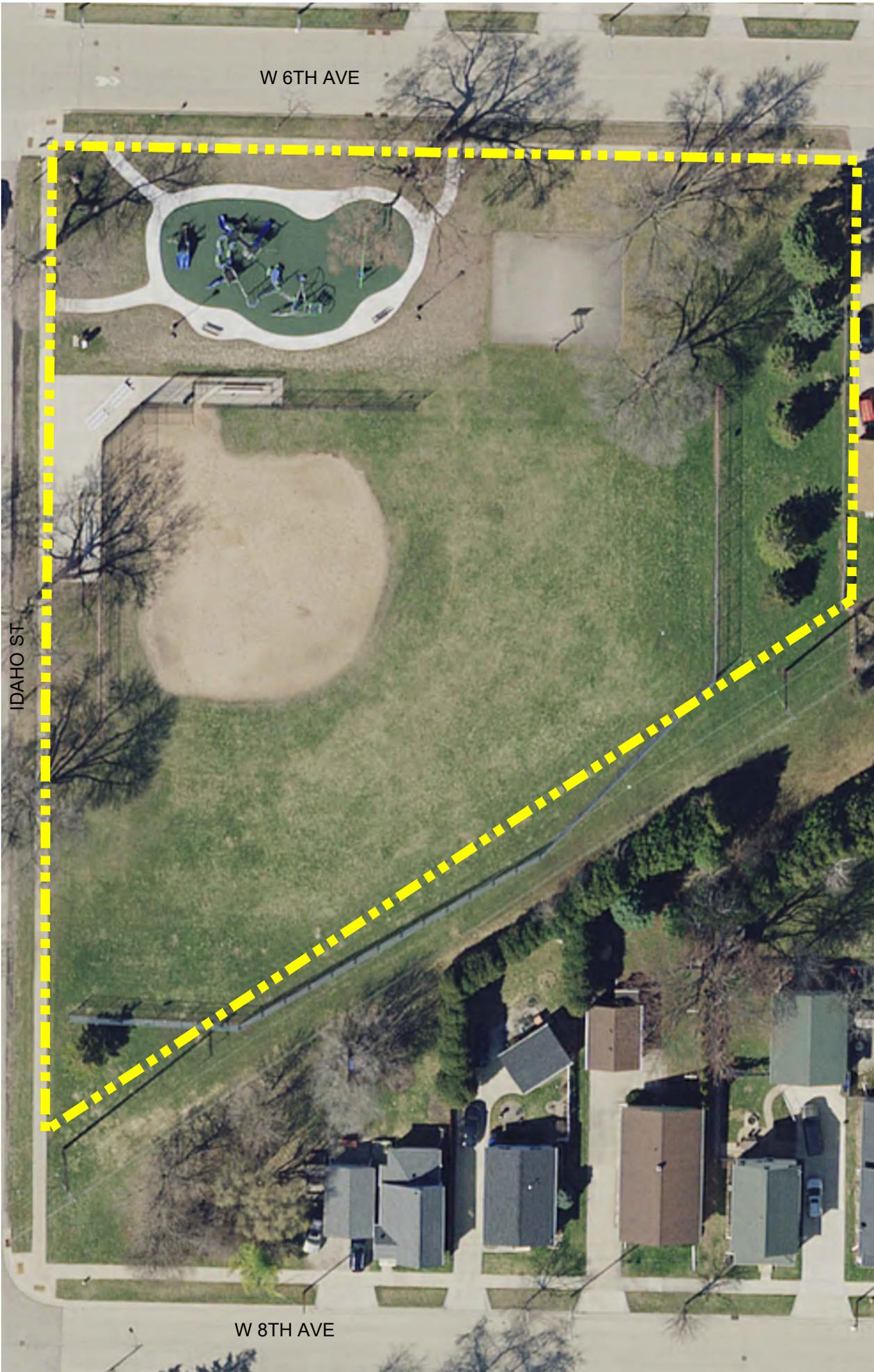
EVELINE ST

FRANKFORT ST



STEVENS PARK | CITY OF OSHKOSH

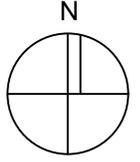




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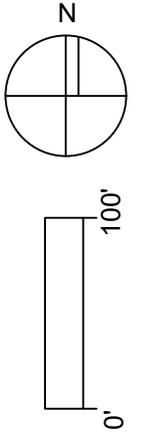
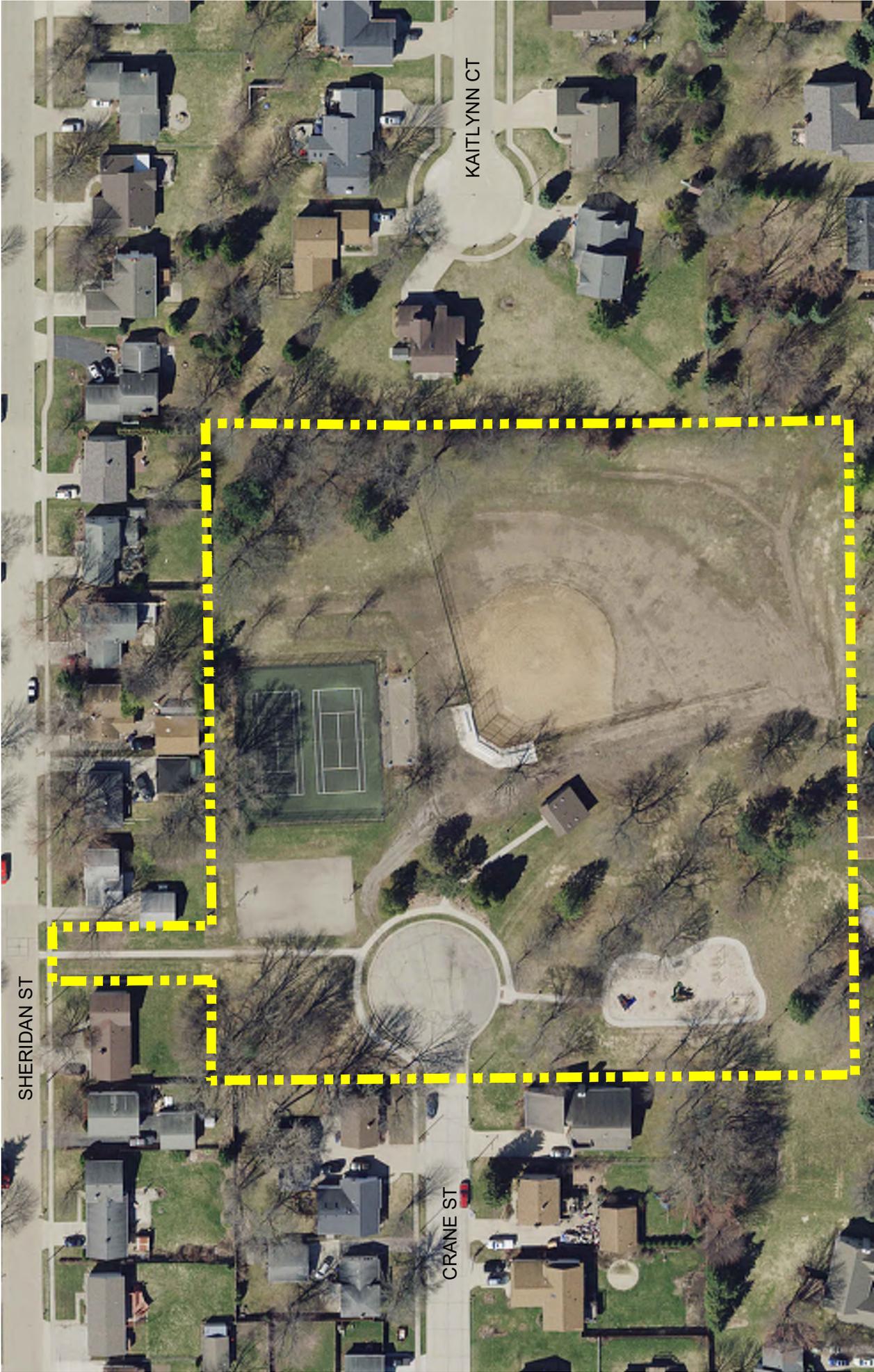
IDAHO ST

W 8TH AVE



STOEGBAUER PARK | CITY OF OSHKOSH





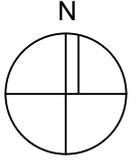
TEICHMILLER PARK | CITY OF OSHKOSH





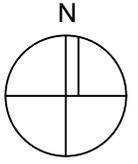
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OSHKOSH AVE



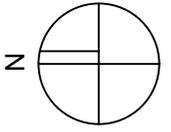
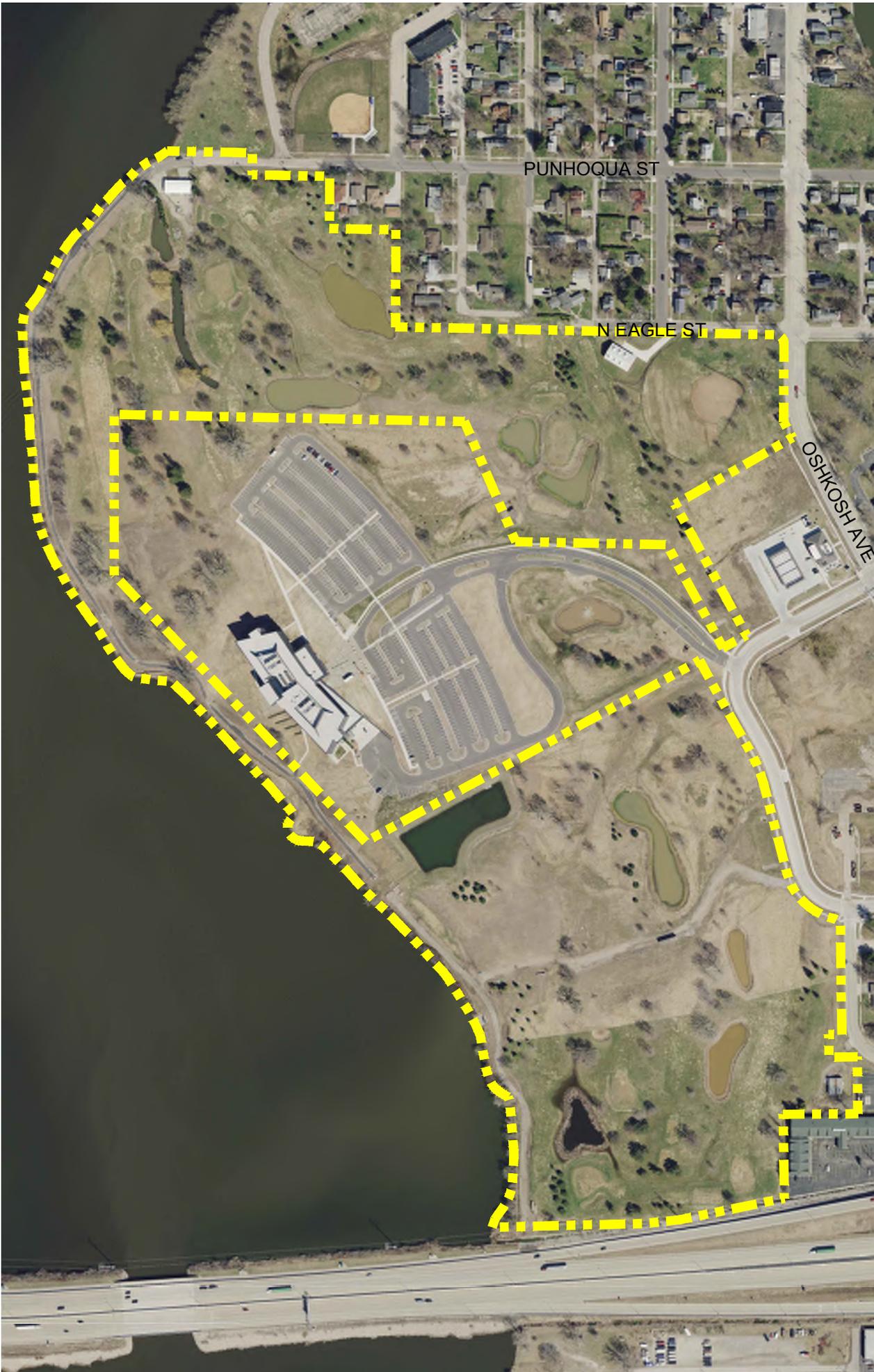
WEST ALGOMA PARK | CITY OF OSHKOSH





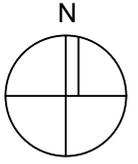
WESTHAVEN CIRCLE PARK | CITY OF OSHKOSH





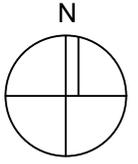
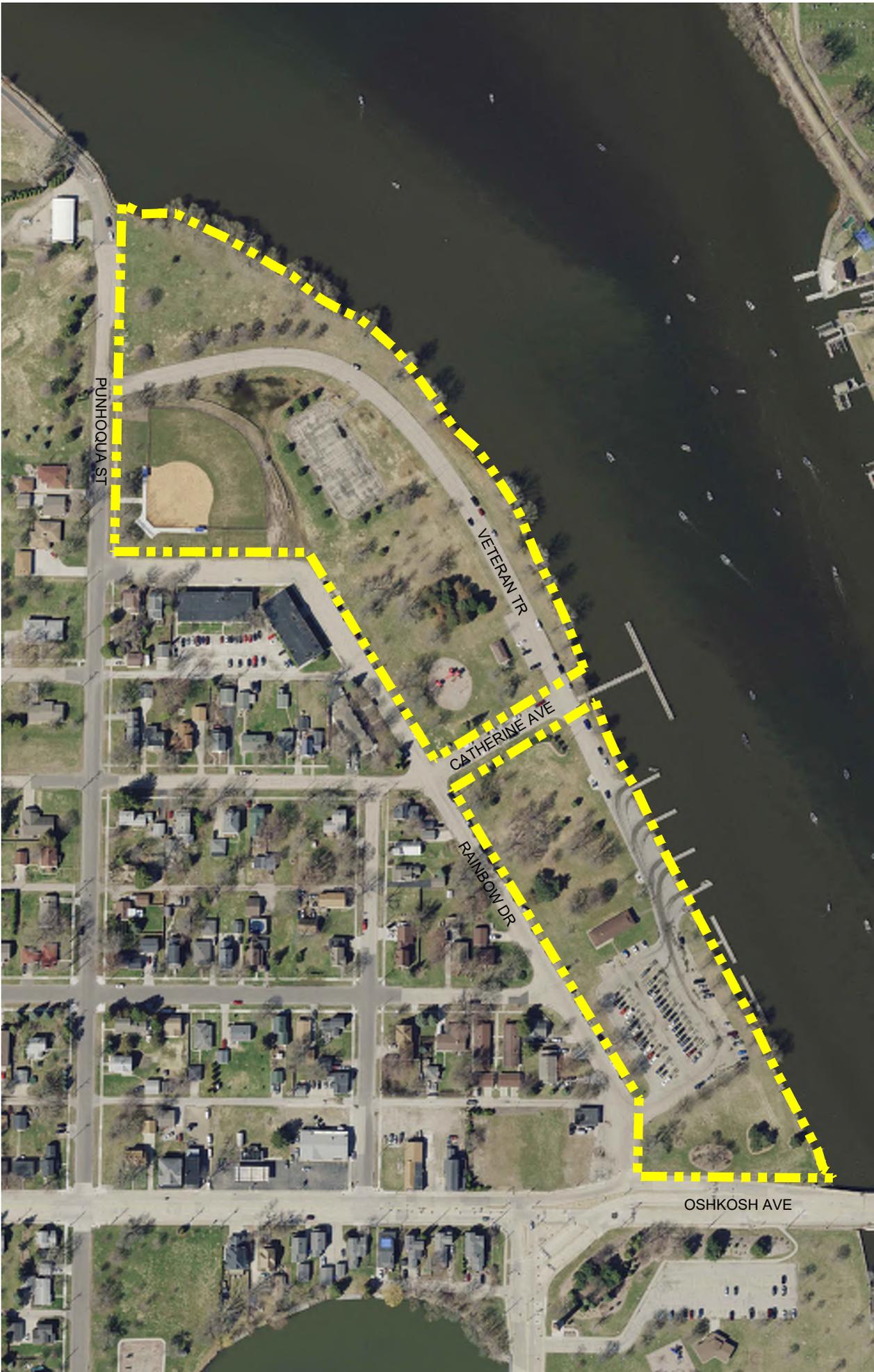
LAKESHORE PARK | CITY OF OSHKOSH





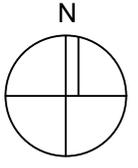
MENOMINEE PARK | CITY OF OSHKOSH





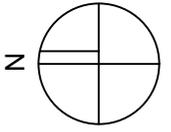
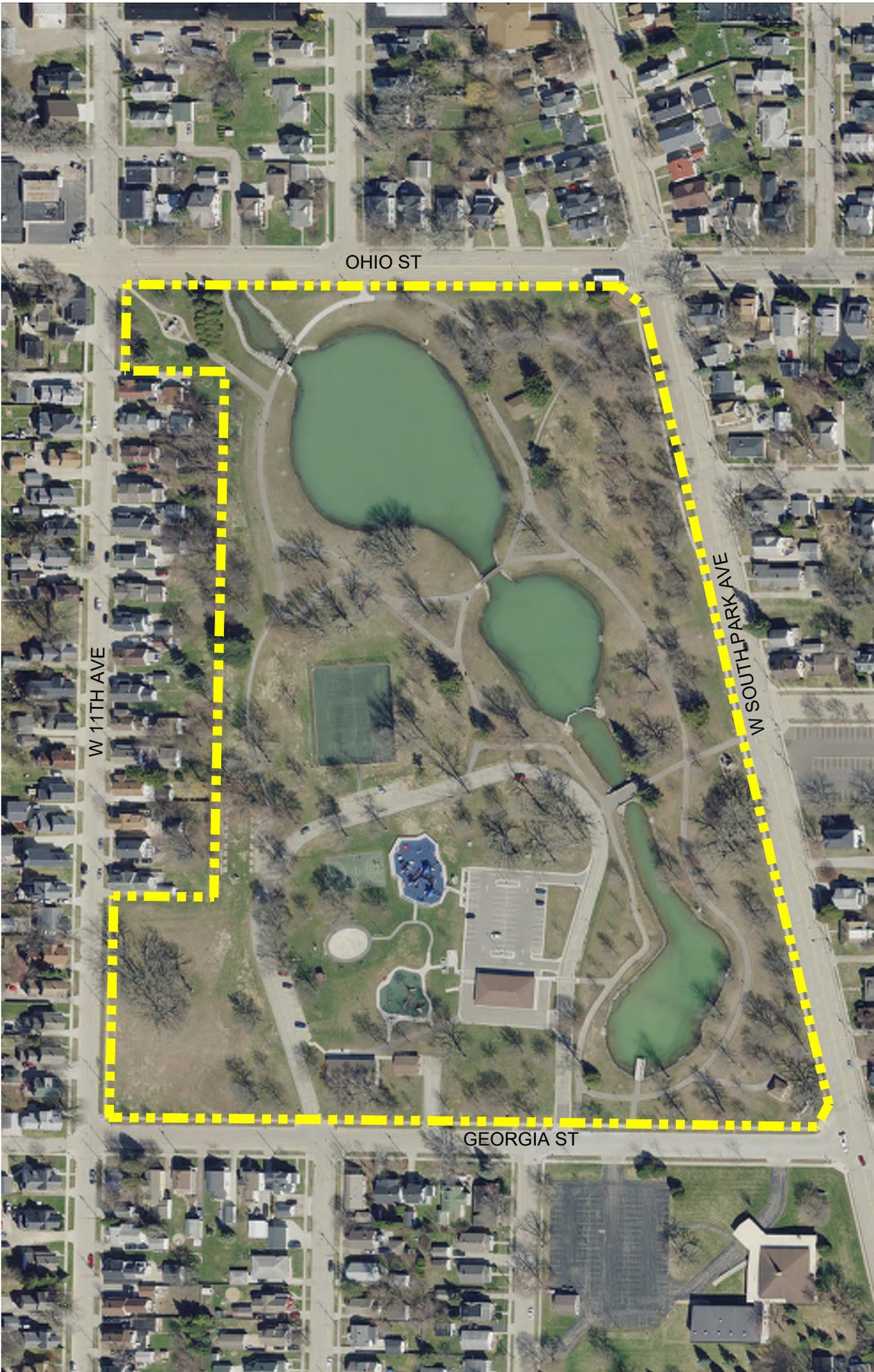
RAINBOW MEMORIAL PARK | CITY OF OSHKOSH





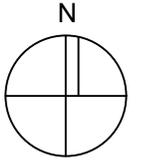
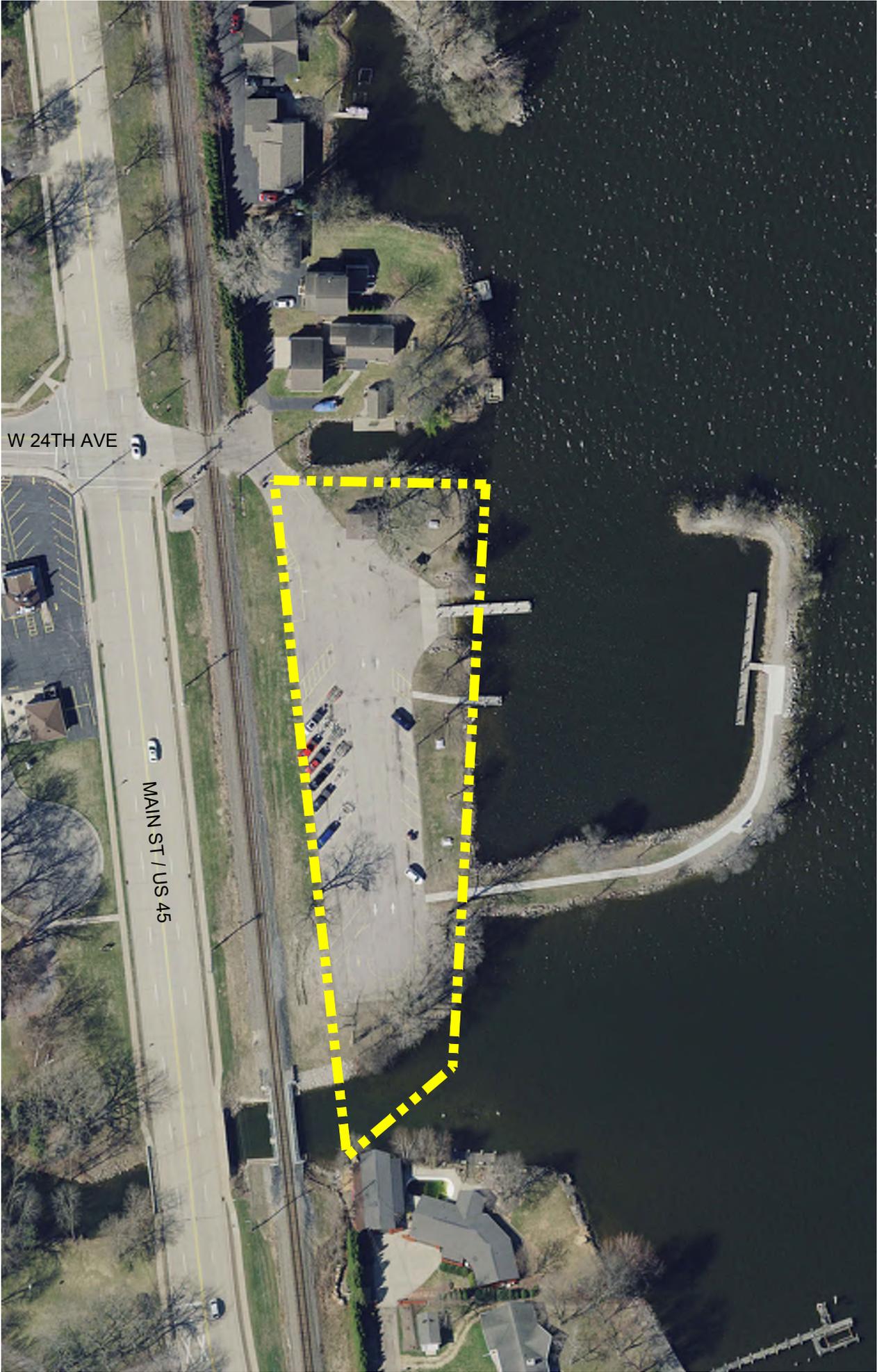
RED ARROW PARK | CITY OF OSHKOSH





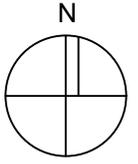
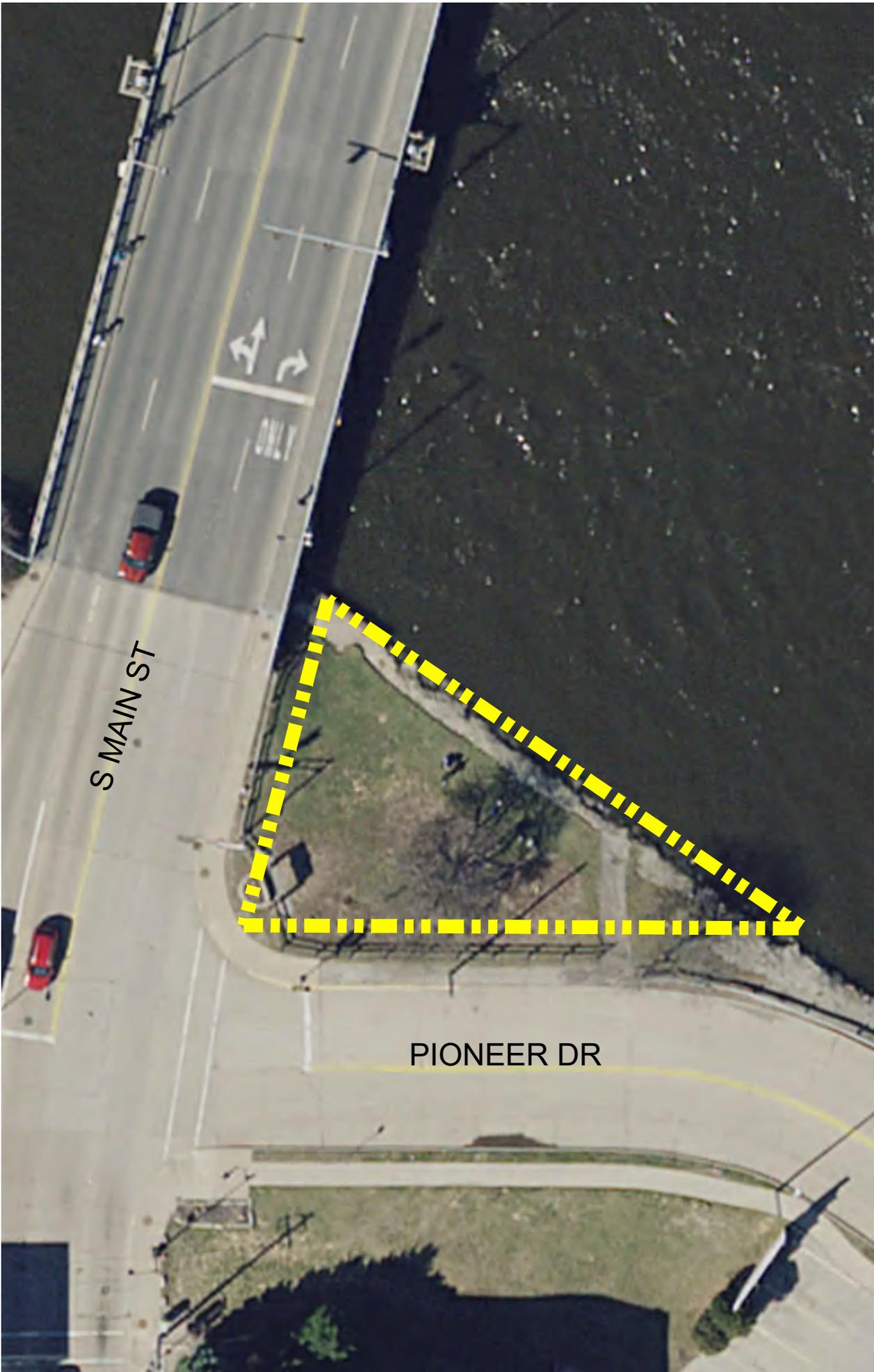
SOUTH PARK | CITY OF OSHKOSH





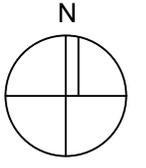
24TH AVENUE BOAT LAUNCH
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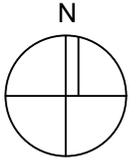
AL BROULLIRE MEMORIAL GARDEN
CITY OF OSHKOSH





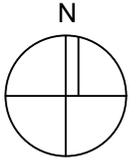
BOATWORKS | CITY OF OSHKOSH





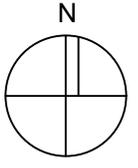
BOWEN STREET FISHING DOCK
CITY OF OSHKOSH





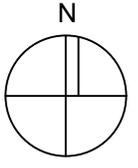
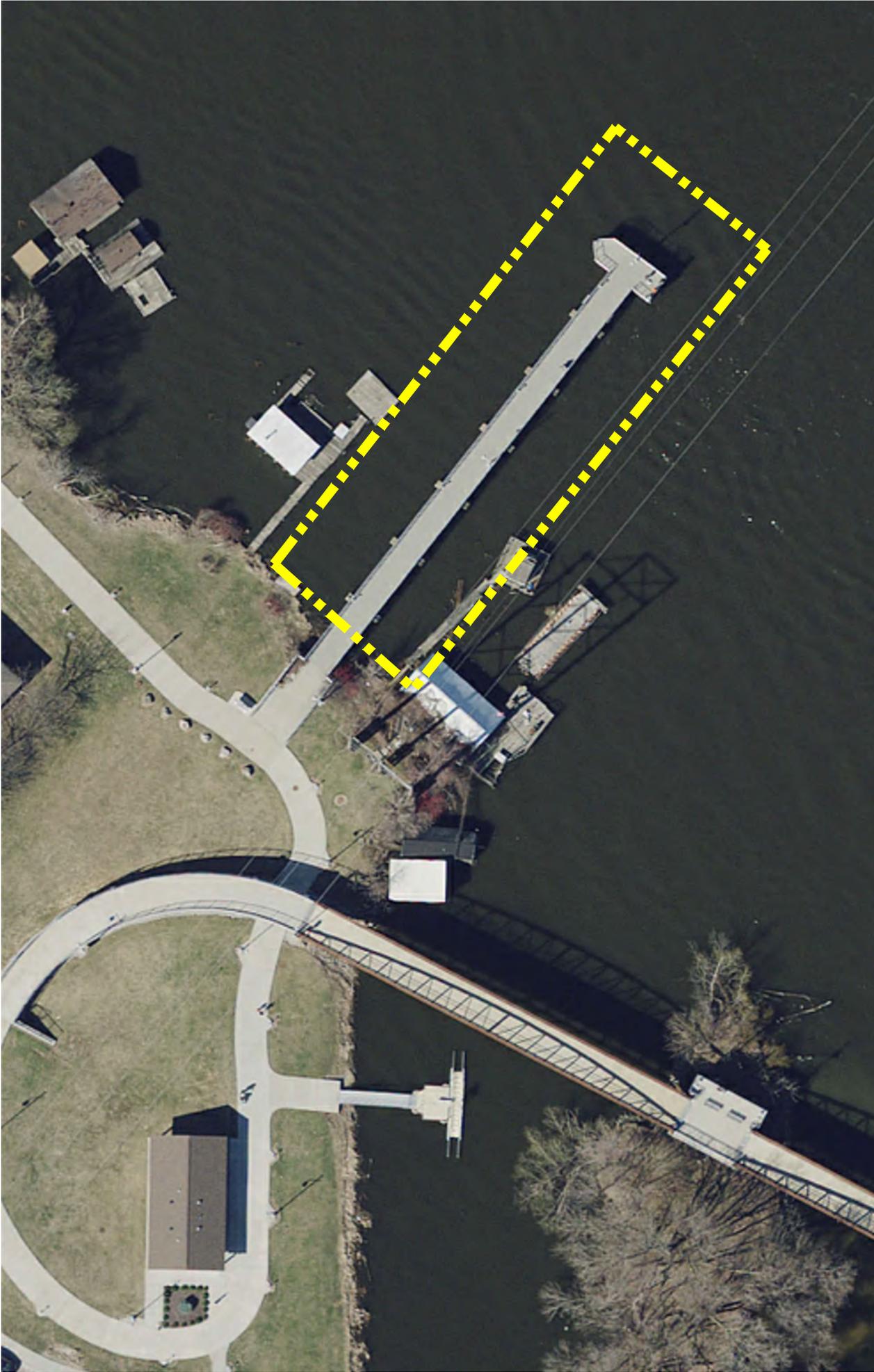
CARL E. STEIGER PARK | CITY OF OSHKOSH





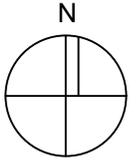
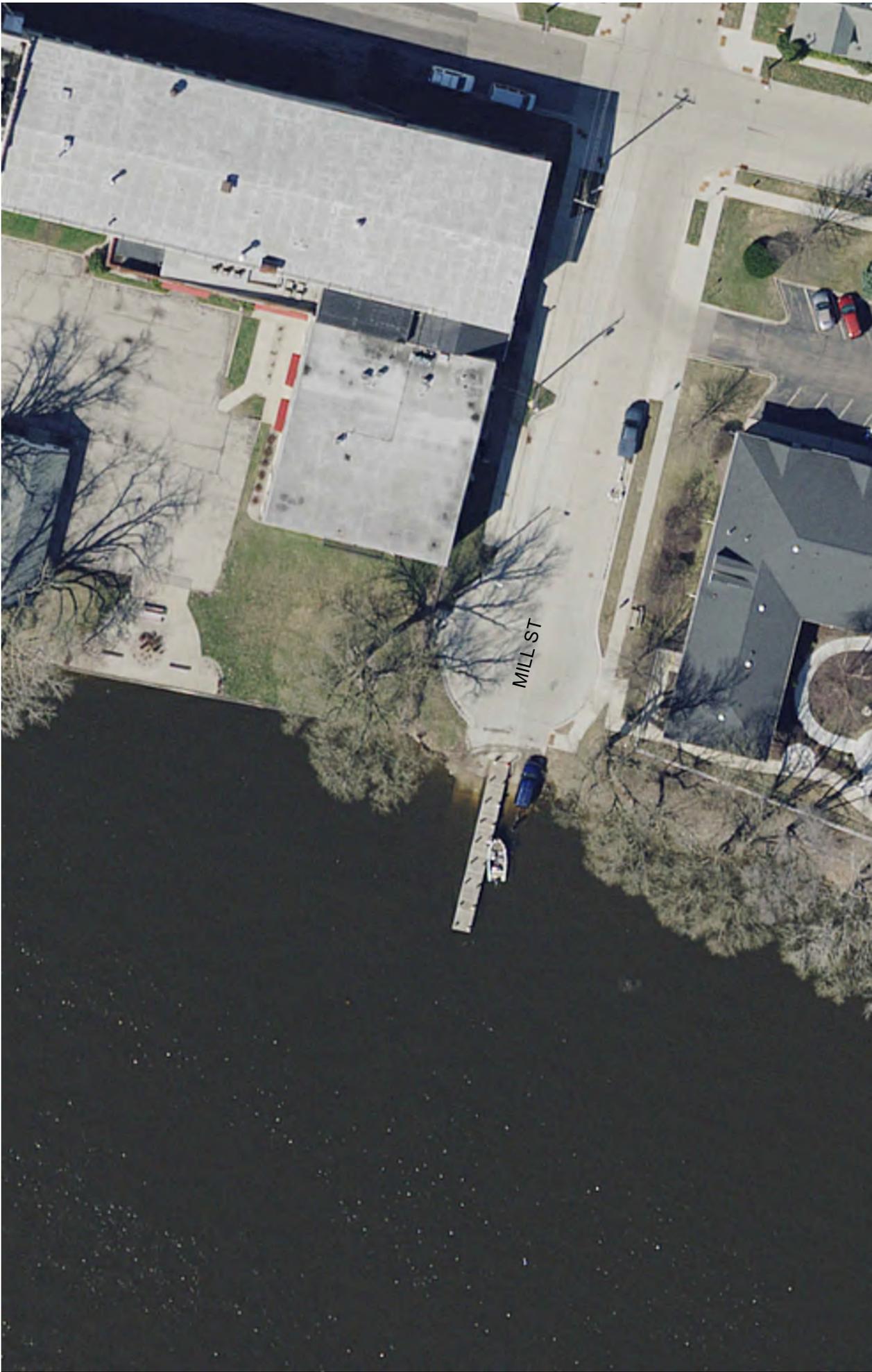
FUGLEBERG BOAT LAUNCH
CITY OF OSHKOSH





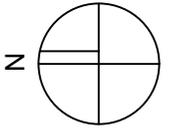
MICHIGAN STREET BOAT DOCK
CITY OF OSHKOSH





MILL STREET BOAT LAUNCH
CITY OF OSHKOSH





RIVERSIDE PARK | CITY OF OSHKOSH

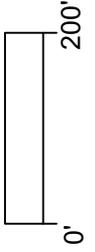
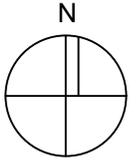




N CAMPBELL RD

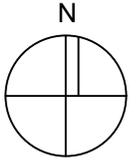
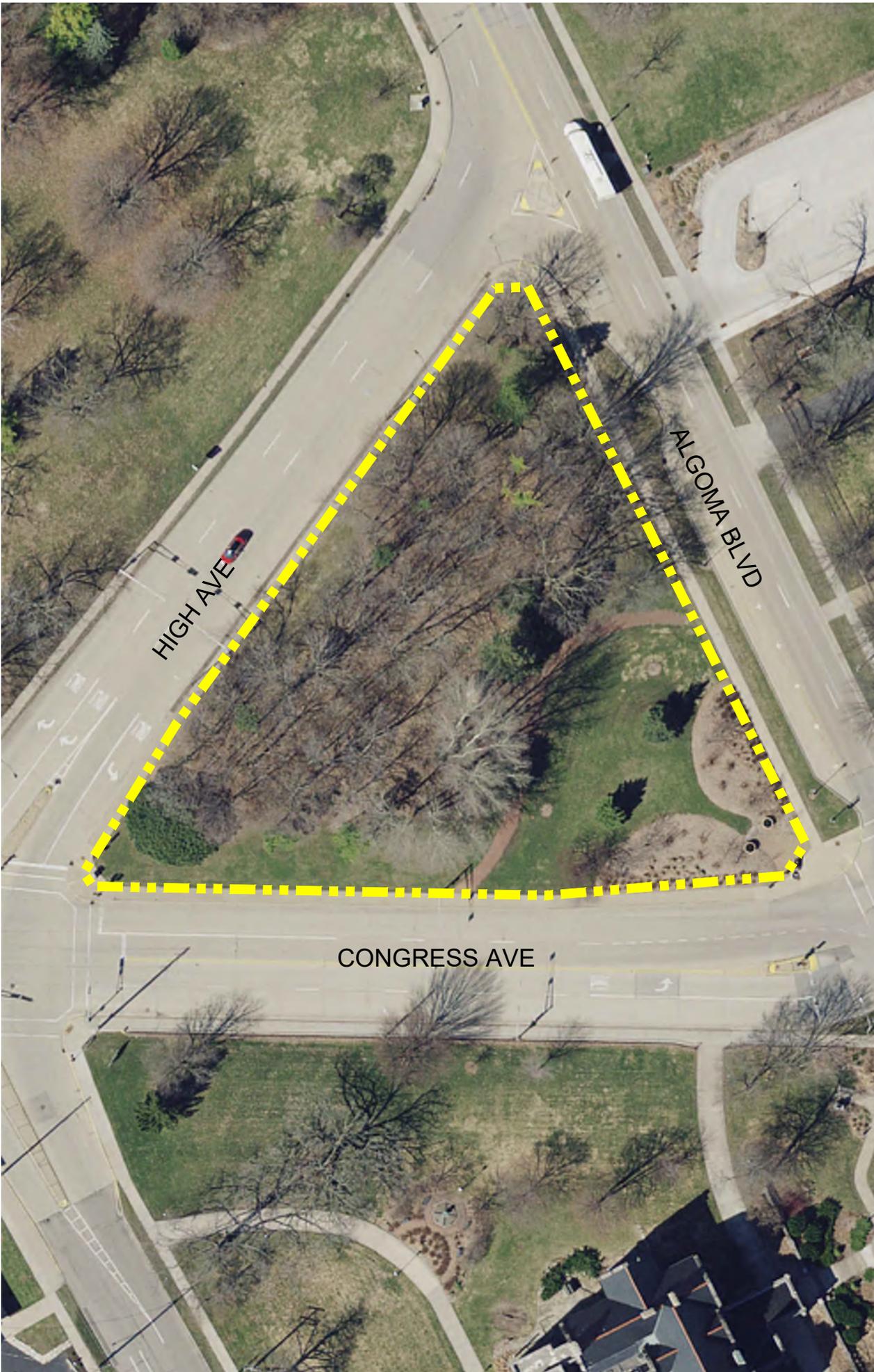
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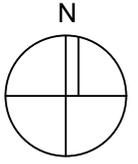
WILLIAM A. STEIGER PARK | CITY OF OSHKOSH





HIKERS MONUMENT | CITY OF OSHKOSH





LEACH AMPHITHEATER | CITY OF OSHKOSH



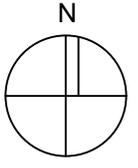


MARKET ST

ALGOMA BLVD

HIGH AVE

N MAIN ST



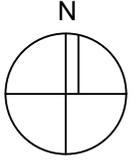
OPERA HOUSE SQUARE | CITY OF OSHKOSH





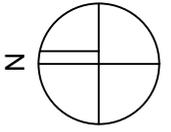
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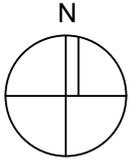
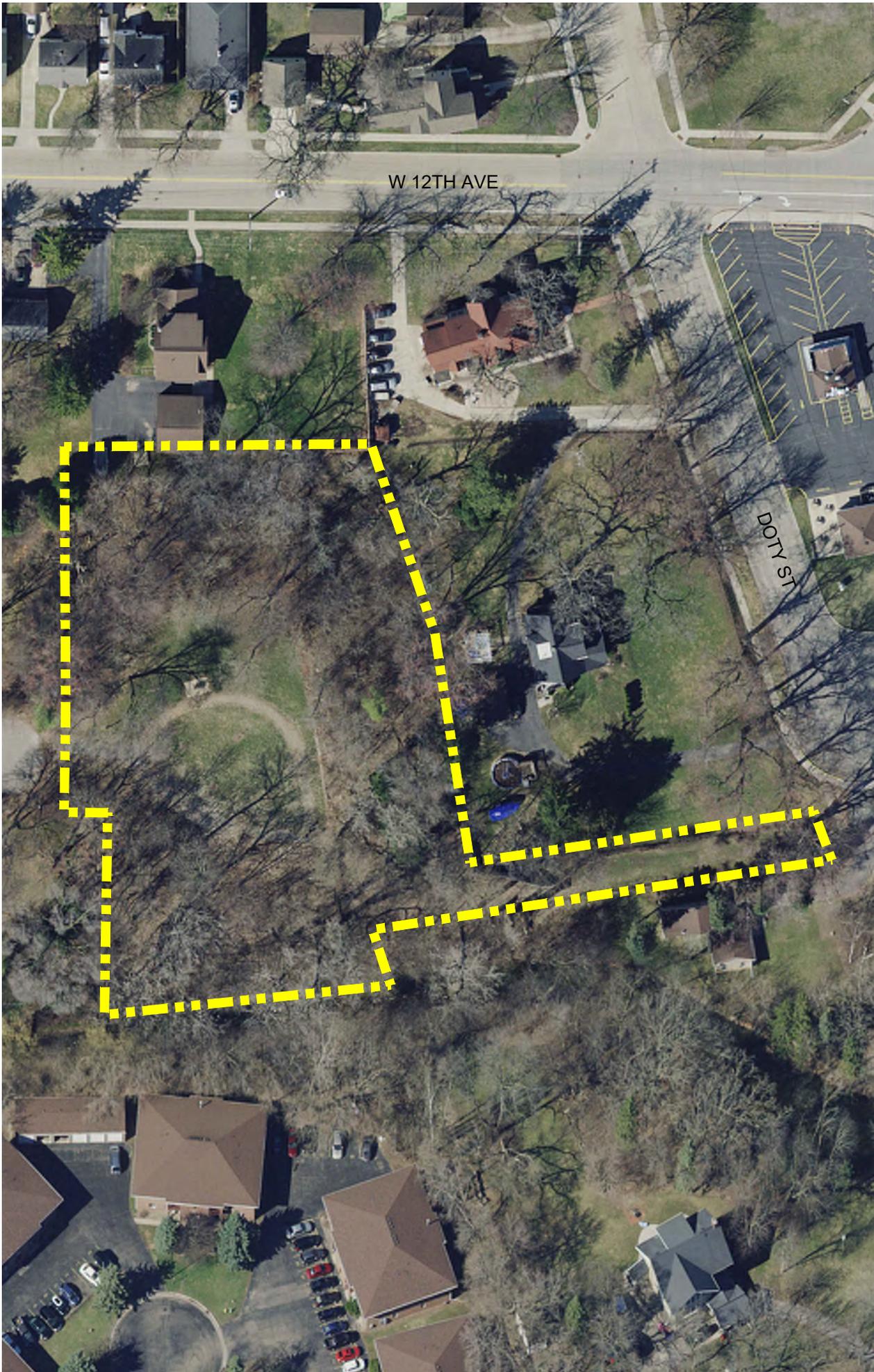
KILLIAN G. SPANBAUER FIELD
CITY OF OSHKOSH





CAMPBELL CREEK MARSH | CITY OF OSHKOSH





GLATZ NATURE PARK | CITY OF OSHKOSH

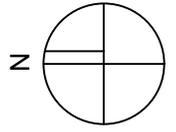




PARK RIDGE AVE

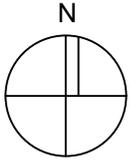
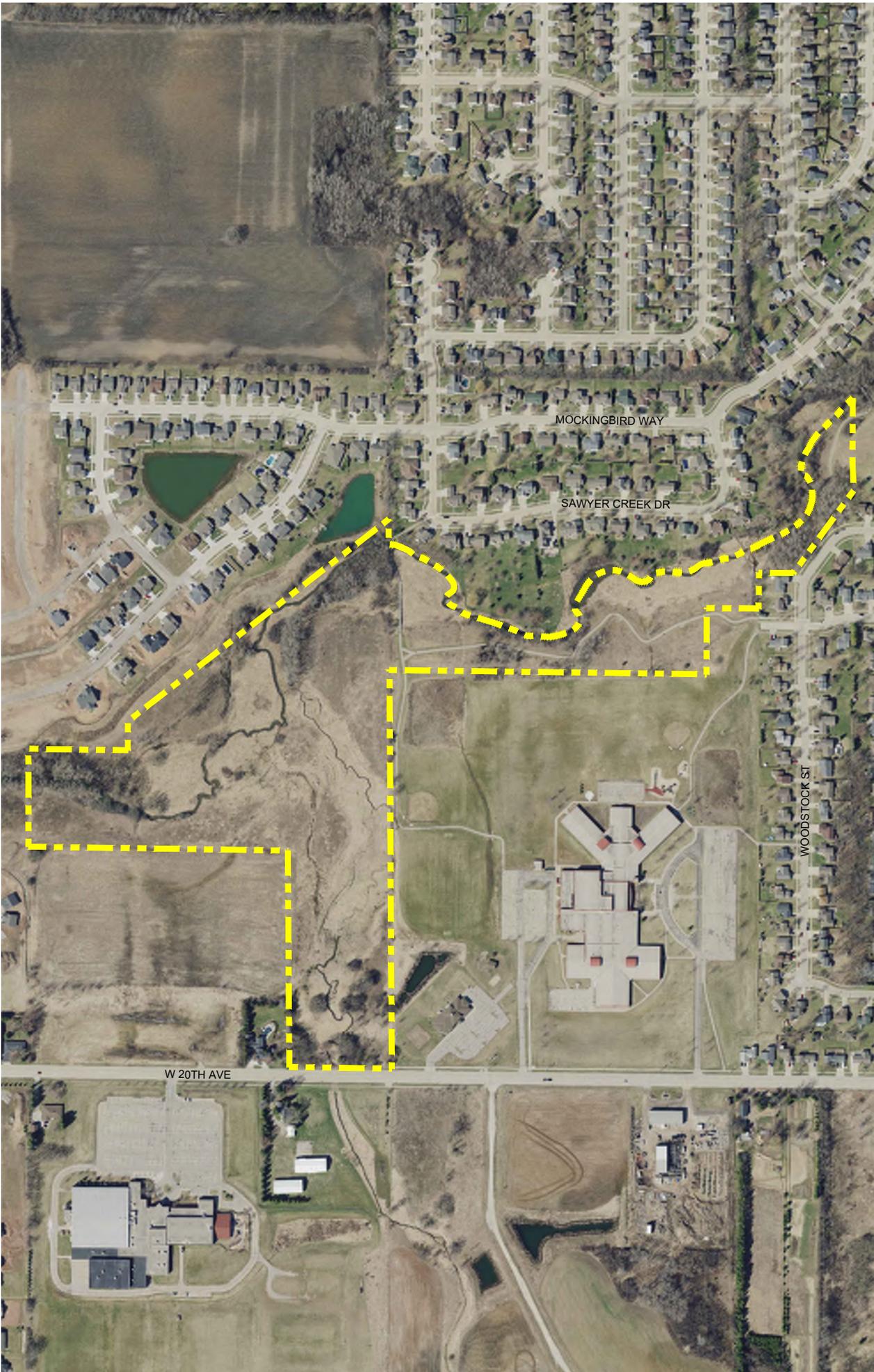
VINLAND ST

MORGAN AVE



NORTH HIGH CONSERVANCY PARK
CITY OF OSHKOSH





RUSCH PARK | CITY OF OSHKOSH





TO: Honorable Mayor and Members of the Common Council
FROM: Julie Calmes, Finance Director
DATE: September 24, 2024
SUBJECT: Res 24-528 Approve Budget Amendment and Appropriate ARPA Funds for Specific 2024 Infrastructure Projects

BACKGROUND

Finance has worked with all City departments to determine if any previously approved ARPA projects will be coming in under budget, or won't be able to have the funds obligated by the December 31, 2024 deadline. At this time, we are requesting a budget amendment to reduce previously approved ARPA dollars by \$1,480,718.24.

We also worked with each department on additional department needs that would be able to be obligated by December 31, 2024. We prioritized items that are currently in the CIP or being proposed in the 2025 Operating Budget. At this time, we are requesting \$1,583,522 of ARPA funds be appropriated for the projects listed on the attached document.

One unique item to note is the Pickart Park Development. At this time, Parks did not feel they would be able to obligate the \$350,000 that was allocated to the project from ARPA by December 31, 2024. City Manager Rohloff is recommending we change Steven's Park, which is also in the CIP for 2025, to being funded by ARPA instead of general obligation (G.O.) debt. This would free up G.O. debt dollars, allowing Pickart Park to then be funded by G.O. debt in 2025.

FISCAL IMPACT

The budget amendment and the ARPA appropriation requests cause the City to be \$209,500.76 over the original infrastructure ARPA amount of \$15,385,863. Finance is appropriating additional projects in case other projects come in under budget. The City needs all ARPA projects to be appropriated/obligated by December 31, 2024 and all invoices must be paid by December 31, 2026. This approach will provide a cushion to prevent any funds from needing to be returned to the federal government for not following the above requirements. Any amount in excess of our ARPA allocation will be covered by interest income that has been earned on the ARPA funds.

Please contact me if you have any additional questions.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

Attachments

Res 24-528
24-528 Attachment_Budget Appropriations for Additional ARPA Projects (Updated)
Budget Adjustment for Previously Approved ARPA

09/24/2024

24-528

RESOLUTION

CARRIED

6-0

PURPOSE: APPROPRIATE ARPA FUNDS FOR 2024 PROJECTS

INITIATED BY: CITY ADMINISTRATION

WHEREAS, The City of Oshkosh was awarded \$20,514,484 in ARPA (American Rescue Plan Act of 2021) Funds; and

WHEREAS, on May 20, 2021 the City received and deposited 50% of the award in the amount of \$10,257,242 into a Special Revenue Fund, Fund Number 0224, ARPA Special Revenue; and

WHEREAS, on June 7, 2022 the City received and deposited the remaining 50% of the award in the amount of \$10,257,242 into a Special Revenue Fund, Fund Number 0224, ARPA Special Revenue; and

WHEREAS, the City Council adopted Resolution Number 21-498, "Creating Parameters for Usage of American Rescue Plan (ARPA) Funds"; and

WHEREAS, Resolution 21-498 states that 75% of the ARPA Funds should be utilized for City infrastructure projects; and

WHEREAS, Resolution 21-583 appropriated \$4,023,050; and
Resolution 22-478 appropriated \$4,097,600; and
Resolution 23-563 appropriated \$134,000; and
Resolution 23-573 appropriated \$5,133,200; and
Resolution 24-46 appropriated \$595,000; and
Resolution 24-79 appropriated \$830,000; and

WHEREAS, Resolution 24-119 appropriated \$388,000; and
Resolution 24-235 appropriated \$242,700; and
Resolution 24-313 appropriated \$23,000; and
Resolution 24-398 appropriated \$26,010.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh funding from ARPA funds received by the City of Oshkosh that were previously appropriated be released in the amount of \$1,480,718.24 and that \$1,583,522.00 be appropriated for funding additional projects that would otherwise be in the 2025 CIP or Operating Budget as shown on the attachment to this resolution.

ARPA BUDGET APPROPRIATIONS

09/24/2024 Council Agenda

Project Description	Budget	Org	Object	Project	Comments
Phase II Farmington Land Purchase	\$ 180,000.00	02240740	7208	15451	In the 2025 CIP with "TBD" as funding source
Sustainability Plan	\$ 60,000.00	02240740	6404	15452	
Chargetech Guardian 30 Charging Locker for 60 phones	\$ 4,393.00	02240211	6550	15453	
Mobile Data Computers for CSO's	\$ 41,000.00	02240211	7204	15454	
Vehicle for Vice/Narcotics Officer	\$ 12,000.00	02240211	7210	15455	
Bicycles for Mobile Field Force Members	\$ 27,434.00	02240211	7204	15456	
Oshkosh Media Master Control Equipment Replacement	\$ 73,000.00	02240150	7204	15457	Currently in 2025 CIP w/tax levy as funding source
Oshkosh Media TV Studio Equipment Replacement	\$ 65,000.00	02240150	7204	15458	Currently in 2026 CIP w/tax levy as funding source
OPL Fire Suppression Door Replacement	\$ 25,000.00	02240130	7214	15459	Currently in 2025 CIP w/tax levy as funding source
OSC South Flooring Improvement	\$ 40,000.00	02240130	7214	15460	Currently in 2025 CIP w/tax levy as funding source
OSC South Wall Systems Replacement	\$ 53,000.00	02240130	7214	15461	Currently in 2025 CIP w/tax levy as funding source
OFD Stations 17 & 19 Design Services for Roof Replacements	\$ 50,000.00	02240230	6404	15462	Moving the design services to ARPA, will reduce the project cost in the 2025 CIP
Elevator Modernization Design for OPM (1) & OPL (3)	\$ 35,000.00	02240130	6404	15463	
Epoxy Concrete Floors of PD 3rd Ave & OPF Station 15	\$ 100,000.00	02240130	7214	15464	
Steven's Park Play Equipment	\$ 275,000.00	02240610	7204	15465	Currently in the 2025 CIP w/G.O. Debt as funding source
Rainbow Memorial Park Play Equipment	\$ 275,000.00	02240610	7204	15466	Currently in the 2026 CIP w/G.O. Debt as funding source
FOC Office Remodel for FOC Manager	\$ 35,000.00	02240130	7214	15467	
FOC Entrance Gate Replacement	\$ 18,350.00	02240130	7214	15468	
Fuel Tank / Island Repairs	\$ 18,035.00	02240450	7204	15469	
Exacvision Surveillance Video Recording Server	\$ 22,500.00	02240110	7204	15470	
AED's	\$ 22,300.00	02240230	7204	15471	
Tough Books (4) (4,301.26 EA)	\$ 17,205.00	02240230	6550	15472	
Sign Division - Traftech Roller	\$ 16,000.00	02240810	7204	15473	Currently in 2025 CIP w/tax levy as funding source
Fire Station Snowblowers (6)	\$ 16,200.00	02240230	6550	15474	Was being proposed for the 2025 Operating Budget
Two (2) Security Cameras at OPD	\$ 5,000.00	02240211	6550	15475	Was being proposed for the 2025 Operating Budget
Fire - Elk Patient Lifting System	\$ 14,405.00	02240230	7204	15476	Currently in 2025 CIP w/tax levy as funding source
Fire Hose Washer	\$ 7,700.00	02240230	6550	15477	Currently in 2025 CIP w/tax levy as funding source
Acquisition of Washington School	\$ 75,000.00	2240740	7208	15478	
	<u>\$ 1,583,522.00</u>				

ARPA BUDGET ADJUSTMENTS

09/24/2024 Council Agenda

Project Description	Org	Object	Project	Original Budget	New Budget	Change Needed (-) Decrease Budget / (+) Increase Budget
Menominee Beach House (150,000)	02240610	7214	15131	\$ 150,000.00	\$ 30,713.30	\$ (119,286.70)
Library Generator (236,800)	02241060	7214	15131	\$ 236,800.00	\$ 243,274.11	\$ 6,474.11
City Hall Security (80,000)	02241030	7214	15132	\$ 80,000.00	\$ 107,282.87	\$ 27,282.87
Badger Books (132,100)	02240060	7202	15231	\$ 132,100.00	\$ 107,975.91	\$ (24,124.09)
Police Dept Mobile Force / Crisis Negotiator Veh (350,000)	02240211	7210	15231	\$ 350,000.00	\$ 295,035.77	\$ (54,964.23)
Westhaven Signals (200,000)	02240801	7204	15241	\$ 200,000.00	\$ 160,605.73	\$ (39,394.27)
Sawdust District Utilities (350,000)	02240410	7218	15131	\$ 350,000.00	\$ 257,914.94	\$ (92,085.06)
Pickart Park Development (350,000)	02240610	7216	15241	\$ 350,000.00	\$ 2,566.56	\$ (347,433.44)
Cemetery Road Paving (25,000)	02240650	7218	15232	\$ 25,000.00	\$ 37,774.43	\$ 12,774.43
PD Taser Replace (45,000)	02240211	7204	15232	\$ 45,000.00	\$ 44,956.26	\$ (43.74)
GOH Plumbing Improv (15,000)	02241020	7214	15232	\$ 15,000.00	\$ -	\$ (15,000.00)
OM Replace 404/406 Video Equip (75,000)	02240150	7202	15232	\$ 75,000.00	\$ 73,858.02	\$ (1,141.98)
PD Tue Narc System (35,000)	02240211	7204	15232	\$ 35,000.00	\$ 24,001.00	\$ (10,999.00)
Police UFED Analyzer (7,200)	02240211	7204	15232	\$ 7,200.00	\$ 7,135.00	\$ (65.00)
Badger Books Storage/Elections (24,000)	02240060	7202	15231	\$ 24,000.00	\$ 1,953.00	\$ (22,047.00)
Fire Dept Generators (2 plus additional) (775,000)	02240230	7214	15431	\$ 775,000.00	\$ 425,000.00	\$ (350,000.00)
Museum Sawyer House Windows (175,000)	02240130	7214	15431	\$ 175,000.00	\$ 12,000.00	\$ (163,000.00)
ADA Improvement (100,000)	02240130	7210	15431	\$ 100,000.00	\$ -	\$ (100,000.00)
Parks 454 Mower (75,000)	02240610	7204	15431	\$ 75,000.00	\$ 68,375.55	\$ (6,624.45)
Police Body Armor/FTO Equipment (40,000)	02240211	6415	15431	\$ 15,600.00	\$ 14,738.24	\$ (861.76)
Street Mower (13,500)	02240430	7204	15431	\$ 13,500.00	\$ 12,795.00	\$ (705.00)
Street Road Saw (54,500)	02240430	7204	15431	\$ 54,500.00	\$ 36,080.26	\$ (18,419.74)
Street Crack Filler (83,000)	02240430	7204	15431	\$ 83,000.00	\$ 70,707.50	\$ (12,292.50)
Street Trailers (10,000)	02240430	7204	15431	\$ 10,000.00	\$ 18,079.50	\$ 8,079.50
Fire Radios (689,400)	02240230	7212	15131	\$ 689,400.00	\$ 638,068.55	\$ (51,331.45)
Station 19 Parking Lot (36,500)	02240230	7216	15131	\$ 36,500.00	\$ 34,187.51	\$ (2,312.49)
Automatic Vehicle Location (19,100)	02240230	7204	15134	\$ 19,100.00	\$ 18,043.11	\$ (1,056.89)
Air Compressors (1,296,600)	02240230	7204	15431	\$ 1,296,600.00	\$ 1,307,442.74	\$ 10,842.74
Senior Center North Front Area (20,000)	02240760	7214	15132	\$ 20,000.00	\$ 20,586.39	\$ 586.39
ITA Data Center Switch Replacement (88,225.10)	02240110	7214	15441	\$ 88,225.10	\$ 88,667.44	\$ 442.34
IT List Serve (16,700)	02240110	6415	15431	\$ 16,700.00	\$ 19,770.00	\$ 3,070.00
Install Fiber Station 15, Leach, Parks, Sawyer to Pollock (213,483.05)	02240110	7216	15241	\$ 213,483.05	\$ 229,269.52	\$ 15,786.47
Pratt Trail (800,000)	02240610	7216	15432	\$ 800,000.00	\$ 667,131.70	\$ (132,868.30)
						\$ (1,480,718.24)



TO: Honorable Mayor and Members of the Common Council
FROM: Mark Rohloff, City Manager
DATE: September 24, 2024
SUBJECT: Res 24-529 Approve Issuance of Combination "Class B" Beer/Liquor License (Begonias)

BACKGROUND

The city has a limited number of combination "Class B" liquor licenses that may be issued. Please find attached a summary of these licenses from City Clerk Diane Bartlett. At this time, there is one remaining combination "Class B" license available under the city's quota. Additionally, there are ten (10) reserve licenses available at a cost of \$10,000 and two other reserve licenses available in an area known as the premier economic development district (PEDD). Those licenses have a cost of \$30,000. Reserve licenses are not in demand because of their high price tag. Therefore, applicants typically wait until non-reserve quota licenses are available.

As recently as two years ago, the city had eight quota licenses available. This made it fairly easy to issue combination "Class B" licenses because they were plentiful and were getting turned over at a rate that kept this type of license in good supply. The council had adopted a policy on dormant liquor licenses that helped free up these licenses. However, due to the demand for additional establishments that desire a combination "Class B" license, we are down to the one available license. Meanwhile, there are currently four applications requesting combination "Class B" licenses. Staff had hoped that some recent changes in state law would have freed up additional licenses, and I had directed staff to hold up consideration of any combination "Class B" licenses until that issue was resolved. However, any of the new provisions contained in that law cannot be easily resolved.

Council Member Larson had asked the Council about the need for us to issue all of our available quota licenses in order to place us at our maximum so that we can pursue options for cities that have reached their quota. One license was issued (to Flights) at a recent Council meeting. I agree with the strategy to issue all of our remaining quota licenses, with the understanding that we need to develop a rationale for issuing our remaining license when four applications are on file.

ANALYSIS

Municipalities use different methods by which they issue these sought-after combination "Class B" licenses. Many do it simply by the order in which the application was received. This works well when there is high turnover of the licenses so that everyone gets an opportunity to wait their turn in line for a license. However, this does not work well when the pace of turnover is inconsistent with the demand, as we are currently experiencing. Other communities target specific areas, such as a regional shopping area or a downtown area, in order to encourage economic development in a specific area, or to limit or target the concentration of licenses in a given area. Given the age of Oshkosh and the scattering of commercial areas throughout the city, this would be difficult to achieve as well.

Once our quota is reached, we can pursue other options that may make more licenses available for the three applications that cannot be issued at this time. Without bringing forward every applicant to make their case and lobby for the issuance of a license to them, staff has identified several criteria that it has used to assist Council in issuing these licenses. Staff is not placing a weight or priority on these different criteria. With that said, some of these criteria may have greater importance than others in each individual Council Member's own opinion. Staff has combined these criteria to guide Council in understanding our recommendations.

The criteria that we have used for consideration are as follows, in no particular order:

- Date application was received. There is an argument that the longer someone has had to wait for a license, there should be some consideration for that patience in waiting one's turn.
- An existing/open business. An existing business may have already proven itself and may be worthy of priority given its track record of business success. Additional consideration may be given for an existing business that already has some other type of license, such as a class B fermented malt beverage license or a class C wine license.
- A development that is proposed to be built in a given period of time, such as 6 to 12 months. Additional consideration may be given to a business that already has a signed lease. It is not uncommon for these leases to be contingent upon receiving a combination "Class B" license.
- Other information contained in the application, such as:
 - Number of days of operation per week, assuming that more days will result in greater economic activity.
 - Hours of operation, with the assumption that greater number of hours result in greater economic activity. Preference may be given to establishments that are open during later hours, rather than earlier hours, as alcohol consumption is generally greater in the dinner/evening hours and would result in greater economic activity.
 - Nature of business, reasoning that a business that relies on alcohol sales as a percentage of its business may be worthy of greater consideration than a business that simply offers alcohol sales as a secondary or complementary part of their business.

All of these criteria can be valued differently by different people. With that said, based on these criteria and the opportunities that will present themselves for the remaining applicants once our quota is reached, I recommend a combination "Class B" license be issued to:

- **Begonias on Oregon Street:** This is an existing building that is already equipped as a working bar. Of all the establishments on the application list, this is the next one in line that could be operational sooner and would begin generating business immediately. Begonia's is expected to open sometime in October. Their application has been on file since early 2024.

While the other applications are certainly worthy of consideration, in some cases, these establishments are open at different hours, or do not rely on alcohol sales as a significant part of their business. In one case, the application came in later and is not projected to open until later. For this reason, the applicant listed above seems best positioned to have an immediate benefit and economic impact on the city.

Please find enclosed the application for the recommended license. Please contact City Clerk Bartlett or me if you have any questions.

Attachments

Res 24-529_Updated
Application / Begonias_Updated

PURPOSE: APPROVE COMBINATION "CLASS B" BEER/LIQUOR LICENSE

INITIATED BY: CLERK'S DEPARTMENT

WHEREAS, an application and all required documentation for a license has been submitted, fees deposited, and all reviews and inspections required by city ordinance have been completed; and

WHEREAS, the Chief of Police, or their respective designee, have conducted the necessary investigation of the following licenses as noted in their report to the City Clerk; and

WHEREAS, any licensee whose license is granted subject to conditions has been notified of those conditions and has had the opportunity to appear before the Council and be heard in relation to any of those conditions.

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 as identified by the Chief of Police and Fire Chief, or their respective designees, or by a representative of the Winnebago County Health Department; subject to the payment of taxes and other charges as specified in section 4-5(B) of the City of Oshkosh Municipal Code; and subject to the fulfillment of any further conditions imposed by State Statute for issuance of such license: COMBINATION "CLASS B" BEER/LIQUOR LICENSE

COMBINATION "CLASS B" BEER/LIQUOR LICENSE

SEPTEMBER 24, 2024 – JUNE 30, 2025

NAME, ADDRESS, AND LOCATION OF PREMISES:

~~Begonias / Sun Star Holdings of Wisconsin, 1013 Oregon Street~~

Begonias

AGENT:

~~Carla Rusch, 3807a State Road 21, Oshkosh~~

Brittany Gasper, 1847 N Main St, Apt A, Oshkosh

Original Alcohol Beverage
License Application

FOR CLERKS ONLY	
Municipality	
License Period	

License(s) Requested

- Class "A" Beer \$ _____ "Class A" Liquor \$ _____
 Class "B" Beer \$ _____ "Class B" Liquor \$ _____
 "Class C" Wine \$ _____ "Class A" Liquor (Cider Only) \$ _____
 Reserve "Class B" Liquor \$ _____ "Class B" (Wine Only) Winery \$ _____

License Fees	\$ 500
Publication Fee	\$ 75
Background Check	\$ -
Total Fees	\$ 575⁰⁰

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)
Brittany Gasper

2. Trade Name or DBA
~~XXXXXXXXXX~~ Begonias

3. Premises Address
1013 Oregon St. Oshkosh WI 54902

4. County
Winnebago

5. Municipality
Oshkosh

6. Aldermanic District

7. Mailing Address (if different from premises address)
1847 N. Main St. Oshkosh WI 54901 Apt A

8. FEIN
387-02-4895

9. Wisconsin Seller's Permit Number

10. Premises Phone
920-420-5937

11. Premises Email
happysheagmail.com stellabegonias@gmail.com 2022

12. Entity Type (check one)
 Sole Proprietor Partnership Limited Liability Company Corporation Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.
 The two main rooms are open rooms with a front and back door both visible from behind the bar. There is a long bar with a small nook behind it with a swinging door, a one-man stage, a men's bathroom, a women's bathroom and a low ceiling basement for storage. Outside the back there is a stone patio with small private away from street parking lot.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate..... Yes No

2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)?..... Yes No
 If yes, please explain using the space below. Attach additional sheets if necessary.

RECEIVED
 FEB 05 2024
 CITY CLERK'S OFFICE

Part C: For Corporate/LLC Applicants Only		
1. State of Registration		2. Date of Registration
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors <input type="checkbox"/> Yes <input type="checkbox"/> No		
Name of Parent Company		FEIN of Parent Company
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.		
5. Agent's Last Name	Agent's First Name	Phone

Part D: Individual Information
A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Gasper	Brittany	owner / SP	920-420-5937

Part E: Attestation			
Who must sign this application? <ul style="list-style-type: none"> • sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC 			
<p>READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.</p>			
Signature Brittany Gasper		Date 02/02/24	
Name (Last, First, M.I.) Gasper Brittany L			
Title sole proprietor/owner		Email gasperbrita@gmail.com	Phone 920-420-5937

Part F: For Clerk Use Only		
Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

Date

Form
AT-103

Alcohol Beverage License Application Supplemental Questionnaire

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

- sole proprietor
- all officers, directors, and agent of a corporation or nonprofit organization
- all partners of a partnership
- managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

Part A: Premises/Business Information				
1. Registered Entity Name (or individual name if sole proprietor)				
Brittany Gasper				
2. Trade Name or DBA				
XXXXXXXXXX XXXXXXXXXX Begonias				
3. Entity Type (check one)				
<input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization				

Part B: Individual Information			
1. Name (Last, First, M.I.)			
Gasper Brittany L			
2. Relationship to Registered Entity (Title)		3. Email	4. Phone
owner		gasperbrit@gmail.com	920-420-5937
5. Home Address			
1847 N. Main St. Apt A.			
6. City	7. State	8. Zip Code	9. Date of Birth
oshkosh	WI	54901	11/30/1987
10. Drivers License/State ID Number		11. Drivers License/State ID State of Issuance	
9216-0728-7930-04		WI	

Part C: Address History	
List in chronological order your last two residence addresses within the last 5 years.	
Previous Address 1	
25 E. Naukav Ave Apt F	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)
oshkosh WI 54902	10/2019 - 10/2021
Previous Address 2	
Previous City, State, Zip	Dates (MM/YYYY - MM/YYYY)

Part D: Employment History	
List in chronological order your last two employers within the last 5 years.	
Employer's Name	
N/A	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)
Employer's Name	
Employer's Address	Dates Employed (MM/YYYY - MM/YYYY)

Part E: Criminal History

1. Have you ever been convicted of any offenses (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances?..... Yes No
 If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated <i>Alc. Possession</i>	Trial Date <i>04/22/24</i>
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Penalty Imposed <i>Fine (Monetary)</i>	Was sentence completed?..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Law/Ordinance Violated <i>Possession of Paraphernalia</i>	Trial Date <i>04/22/24</i>
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Penalty Imposed <i>Fine (Monetary)</i>	Was sentence completed?..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

2. Are charges for any offenses currently pending against you (other than traffic offenses unrelated to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances?..... Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part F: Questions

1. Have you lived in any state other than Wisconsin as an adult? If yes, please list them in the space below. If no, continue to question 2. Yes No

2. How long have you continuously lived in Wisconsin prior to the date of application?	Years <i>36</i>	Months <i>2</i>
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3. Do you hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g. brewer, brewpub, winery, distillery)? If yes, please explain using the space below. Attach additional sheets as needed. Yes No

Part G: Attestation

READ CAREFULLY BEFORE SIGNING: I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature <i>Buttamy G. Gaper</i>	Date <i>02/02/24</i>
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New Agent App — 9/4/24

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Oshkosh County of Winnebago
 City

The undersigned duly authorized officer/member/manager of ~~Appomackas~~ Begonias
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

~~Appomackas~~ Begonias
(Trade Name)

located at 1013 Oregon St. Oshkosh WI 54902

appoints Brittany Gasper
(Name of Appointed Agent)

1847 N. Main St. Apt A. Oshkosh WI 54901
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 36 years

Place of residence last year Oshkosh, WI

For: ~~Appomackas~~ Begonias
(Name of Corporation / Organization / Limited Liability Company)

By: Brittany Gasper
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Brittany Gasper, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Brittany Gasper 02/02/24
(Signature of Agent) (Date)

Agent's age 36 years

1847 N. Main St. Apt A. Oshkosh WI 54901
(Home Address of Agent)

Date of birth 11/30/1987

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 9/9/24 by [Signature]
(Date) (Signature of Proper Local Official)

Title Police Chief
(Town Chair, Village President, Police Chief)

Alcohol Beverage License Application

For Municipal Use Only
Municipality
License Period

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer \$ _____ Class "B" Beer \$ _____
 "Class A" Liquor \$ _____ "Class B" Liquor \$ _____
 "Class A" Liquor (cider only) \$: _____ Reserve "Class B" Liquor \$ _____
 "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$ 500
Background Check Fee	\$
Publication Fee	\$ 75
Total Fees	\$ 575

Pd
11/11

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) Sun Star Holdings of Wisconsin, LLC			
2. Business Trade Name or DBA Begonias			
3. FEIN 87-4339727	4. Wisconsin Seller's Permit Number <i>Applied for - paper work attached</i>		
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization Wi	7. Date of Organization 01/10/2022	8. Wisconsin DFI Registration Number S138711	
9. Premises Address 1013 Oregon St			
10. City Oshkosh	11. State WI	12. Zip Code 54902	
13. County Winnebago	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Oshkosh</u>		15. Aldermanic District
16. Premises Phone (920) 479-0007	17. Premises Email manager@ruschproperties.com	18. Website	
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Building with two units including a barroom, seating area, main stage, 2 bathrooms, fireplace and outdoor patio.			
20. Mailing Address (if different from premises address) 3807 A State HWY 21			
21. City Oshkosh	22. State WI	23. Zip Code 54904	

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. Yes No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . Yes No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . Yes No
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? Yes No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
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5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. Yes No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? Yes No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? Yes No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

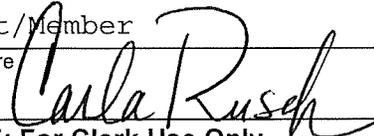
Last Name	First Name	Title	Phone
Rusch	Carla	Agent/Member	(920) 479-0007

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Rusch	First Name Carla	M.I. J
Title Agent/Member	Email manager@ruschproperties.com	Phone (920) 479-0007
Signature 		Date 9/18/24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Agent Type (check one)

Original (no fee) Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor) Sun Star Holdings of WI LLC	
2. Business Trade Name or DBA Begonias	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

Part B: Agent Information

1. Last Name Rusch	2. First Name Carla	3. M.I. J
4. Email manager@ruschproperties.com		5. Phone 920-479-0007
6. Home Address 3807a State Road 21		
7. City Oshkosh	8. State WI	9. Zip Code 54904
10. Age 58		
11. Drivers License/State ID Number R200-1106-5907-03		12. Drivers License/State ID State of Issuance

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Rusch	First Name Carla	M.I. J
Title Agent/Member	Email manager@ruschproperties.com	Phone (920) 479-0007
Signature Carla Rusch		Date 9/18/24

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Rusch	First Name Carla	M.I. J
Signature Carla Rusch		Date 9/18/24



Oshkosh Police Department Investigation for City Liquor License

APPLICANT INFORMATION

Last Name	Rusch	First	Carla	M.I.	J	Date	
Street Address	3807 A State Rd 21			Apartment/Unit #			
City	Oshkosh	State	WI	ZIP	54904		
Phone	920-479-0007	E-mail	manager@ruschproperties.com				
Place of Birth	Escanaba MI	Date of Birth	11/7/65	Previous Name Carla Basiliere			
Previous Address (up to the last 5 years)	2720 Hamilton St. Oshkosh WI 54901						

BUSINESS WHERE LIQUOR LICENSE WILL BE HELD

Name	Begonias	Phone	920-479-0007
Address	1013 Oregon St.	License Type	liquor license

What type of establishment do you intend to operate? Retail Restaurant Tavern / Bar Nightclub

Do you understand the State Statues & City Ordinances concerning the laws & regulations in the operation of this establishment? YES NO

Do you understand there must be a licensed bartender or yourself on duty at all times. YES NO

Will you have any type of entertainment? If so, what type? YES NO

Will your music be kept at a level acceptable to the neighborhood? YES NO
live music

Do you understand that the license you are applying for will expire June 30th of each year and that checks will be made by the Police Department, that records will be kept of complaints and these records may have a bearing on the Common Council renewing any future licenses? YES NO

What experience do you have in the operation of this type of establishment?
Business Dev & Downtown Dev

How will you prevent underage drinking on premises?
ID check when entering

Have you ever been convicted of violating any federal, state, local laws or ordinances related to alcohol beverages - If yes, please explain: YES NO

Signature of Applicant *Carla Rusch* Date 9/5/24

Applicant Approved YES NO Signature of Investigating Officer *[Signature]* Date 9/5/24

Council Date



TO: Honorable Mayor and Members of the Common Council
FROM: Mark Lyons, Planning Services Manager
DATE: September 24, 2024
SUBJECT: Res 24-530 Approve General Development Plan and Specific Implementation Plan for a Mixed Use Development on the East Side of the 600 Block of North Main Street and the West Side of the 600 Block of Jefferson Street: Parcels 0402300000, 0402260000, 0402240000, 0402230000, 0402370000, 0402360000, 0402340000, 0402330000, 0402320000, 0402310000, 0402280000, 0402250000 (Plan Commission Recommends Approval)

BACKGROUND

The subject area consists of twelve total vacant parcels located on the west side of Jefferson Street and east side of North Main Street, south of East Irving Avenue and north of East Parkway Avenue. The subject site consists of a total of 1.72 acres. The surrounding area consists primarily of commercial uses to the north and west, residential and commercial uses to the south, and residential uses to the east. The 2040 Comprehensive Land Use Plans recommends Center City land uses for the subject area.

ANALYSIS

The applicant is proposing a mixed-use development consisting of a 17,648 sq. ft. 3-story mixed commercial/residential building along North Main Street and two 4,659 sq. ft. townhouses along Jefferson Street. The ground floor of the mixed-use building will consist of commercial space to be used as a daycare and the upper floors will consist of 39 apartment units. The townhouses will have 8 units per building. The proposed mixed-use building and townhouses are permitted in the UMU district. The proposed 55 units result in a density of 32 units per acre, which is under the maximum density of 1,200 sq. ft. per dwelling unit (62 units) for the subject site.

Two neighborhood meetings were held to discuss the proposed plans (June 18, 2024 and August 12, 2024). Neighbors in attendance voiced concerns related to additional residents in the area, buffering the development from neighboring properties, parking, building material compatibility with the surrounding area, and building/tenant management. A Plan Commission workshop was held on August 6, 2024 with Plan Commission voicing support for the project.

The applicant is requesting BSMs for reduced parking spaces, setbacks, outdoor recreation area, lighting levels, Class I materials, and specific landscaping requirements. Staff is supportive of these BSM requests due to the center city location of the site and site constraints that limit the ability to meet specific code requirements. To offset the requested BSMs, the applicant has provided 129% of the required landscaping points and exceeded the Class I material requirement for the mixed-use building by 6.4%.

FISCAL IMPACT

Approval of this may result in an increase in the assessed property value of the site. The applicant is anticipating spending approximately \$19 million on the proposed project. On December 6, 2023 Common Council approved a term sheet with the developer providing \$1,037,500 in gap financing. A formal Development Agreement with the developer will be submitted for Common Council consideration in the near future.

RECOMMENDATION

The Plan Commission recommended approval of the requested General Development Plan and Specific Implementation Plan with the findings and conditions on the east side of the 600 block of North Main Street and the west side of the 600 block of Jefferson Street, parcels 0402300000, 0402260000, 0402240000, 0402230000, 0402370000, 0402360000, 0402340000, 0402330000, 0402320000, 0402310000, 0402280000, 0402250000 on September 17, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

Res 24-530
GDP-SIP - The Corridor

09/24/2024

24-530

RESOLUTION

CARRIED

5-0-1 present

PURPOSE: APPROVE GENERAL DEVELOPMENT PLAN AND SPECIFIC IMPLEMENTATION PLAN FOR A MIXED USE DEVELOPMENT ON THE EAST SIDE OF THE 600 BLOCK OF NORTH MAIN STREET AND THE WEST SIDE OF THE 600 BLOCK OF JEFFERSON STREET: PARCELS 0402300000, 0402260000, 0402240000, 0402230000, 0402370000, 0402360000, 0402340000, 0402330000, 0402320000, 0402310000, 0402280000, 0402250000

INITIATED BY: THE CORRIDOR DEVELOPMENT, LLC

PLAN COMMISSION RECOMMENDATION: Approved

WHEREAS, the Plan Commission finds that the General Development Plan and Specific Implementation Plan for a mixed use development on the east side of the 600 block of North Main Street and the west side of the 600 block of Jefferson 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 a mixed use development on the east side of the 600 block of North Main Street and the west side of the 600 block of Jefferson 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 for a mixed use development on the east side of the 600 block of North Main Street and the west side of the 600 block of Jefferson Street:

1. Base Standard Modification (BSM) to allow 50 parking stalls where code requires a minimum of 55 parking stalls.
2. BSM for reduced front setback (Jefferson Street) to 0', where code requires a 25' front setback for residential buildings.
3. BSM to allow reduced side yard setback (north) to 4', where code requires a 5' pavement setback.
4. BSM to allow reduced side yard setback (west) to 2', where code requires a 5' pavement setback.

5. BSM to allow reduced outdoor recreation area to 1,650 sq. ft., where code requires 3,400 sq. ft. of outdoor recreation area.
6. BSM to allow ends of parking rows without 7' wide, 125 sq. ft. landscape islands and without a tall deciduous/shade tree.
7. BSM to allow reduced street frontage landscaping devoted to medium trees to 33 points along Jefferson Street.
8. BSM to allow reduced street frontage landscaping devoted to medium trees to 66 points along North Main Street.
9. BSM to allow 10' wide bufferyard with approximately 24 linear feet of 6' solid fencing, where 120 feet of 6' solid fencing is required.
10. BSM to allow reduced lighting levels to 0.0 fc at both driveway entrances.
11. BSM to allow reduced Class I materials on west façade of mixed-use building to 44%.
12. Final landscaping and signage plans shall be reviewed and approved by the Department of Community Development.

ITEM: GENERAL DEVELOPMENT PLAN AND SPECIFIC IMPLEMENTATION PLAN FOR A MIXED USE DEVELOPMENT ON THE EAST SIDE OF THE 600 BLOCK OF NORTH MAIN STREET AND THE WEST SIDE OF THE 600 BLOCK OF JEFFERSON STREET: PARCELS 0402300000, 0402260000, 0402240000, 0402230000, 0402370000, 0402360000, 0402340000, 0402330000, 0402320000, 0402310000, 0402280000, 0402250000

Plan Commission Meeting of September 17, 2024

GENERAL INFORMATION

Applicant: The Corridor Development, LLC
Property Owner: City of Oshkosh Redevelopment Authority

Action(s) Requested:

The applicant requests approval of a General Development Plan and Specific Implementation Plan for a mixed-use development.

Applicable Ordinance Provisions:

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

Property Location and Background Information:

The subject area consists of twelve total vacant parcels located on the west side of Jefferson Street and east side of North Main Street, south of East Irving Avenue and north of East Parkway Avenue. The subject site consists of a total of 1.72 acres. The surrounding area consists primarily of commercial uses to the north and west, residential and commercial uses to the south, and residential uses to the east. The 2040 Comprehensive Land Use Plans recommends Center City land uses for the subject area.

Subject Site

<i>Existing Land Use</i>	<i>Zoning</i>
Vacant	UMU-PD

<i>Recognized Neighborhood Organizations</i>
Downtown

Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Commercial/Institutional	UMU
South	Commercial and Residential	UMU-PD and TR-10-PD
East	Residential	TR-10-PD
West	Mixed Commercial	UMU

<i>Comprehensive Plan Land Use Recommendation</i>	<i>Land Use</i>
2040 Comprehensive Land Use Recommendation	Center City

ANALYSIS

Use

The applicant is proposing a mixed-use development consisting of a 17,648 sq. ft. 3-story mixed commercial/residential building along North Main Street and two 4,659 sq. ft. townhouses along Jefferson Street. The ground floor of the mixed-use building will consist of commercial space to be used as a daycare and the upper floors will consist of 39 apartment units. The townhouses will have 8 units per building. The proposed mixed-use building and townhouses are permitted in the UMU district. The proposed 55 units result in a density of 32 units per acre, which is under the maximum density of 1,200 sq. ft. per dwelling unit (62 units) for the subject site.

Mixed-use buildings and townhouses with 5-8 units are permitted in the UMU district. Apartments with 37+ units are a conditional use in the UMU district.

Two neighborhood meetings were held to discuss the proposed plans (June 18, 2024 and August 12, 2024). Neighbors in attendance voiced concerns related to additional residents in the area, buffering the development from neighboring properties, parking, building material compatibility with the surrounding area, and building/tenant management. A Plan Commission workshop was held on August 6, 2024 with Plan Commission voicing support for the project.

Site Design/Access

The proposed site will have driveway access off North Main Street and Jefferson Street. The applicant is providing 50 surface parking spaces. A base standard modification (BSM) is needed to allow reduced parking as code requires 1 parking space per residential unit in the Parking Requirement Exemption Overlay (55 spaces). According to the applicant, the BSM is needed as site constraints limit the ability to provide additional parking and the provided 50 stalls will be adequate for the site as 10 additional on-street parking spaces will be available, with 3 of them reserved for day-care drop-off. They also note that the downtown location of the site offers public transportation, walking, or biking.

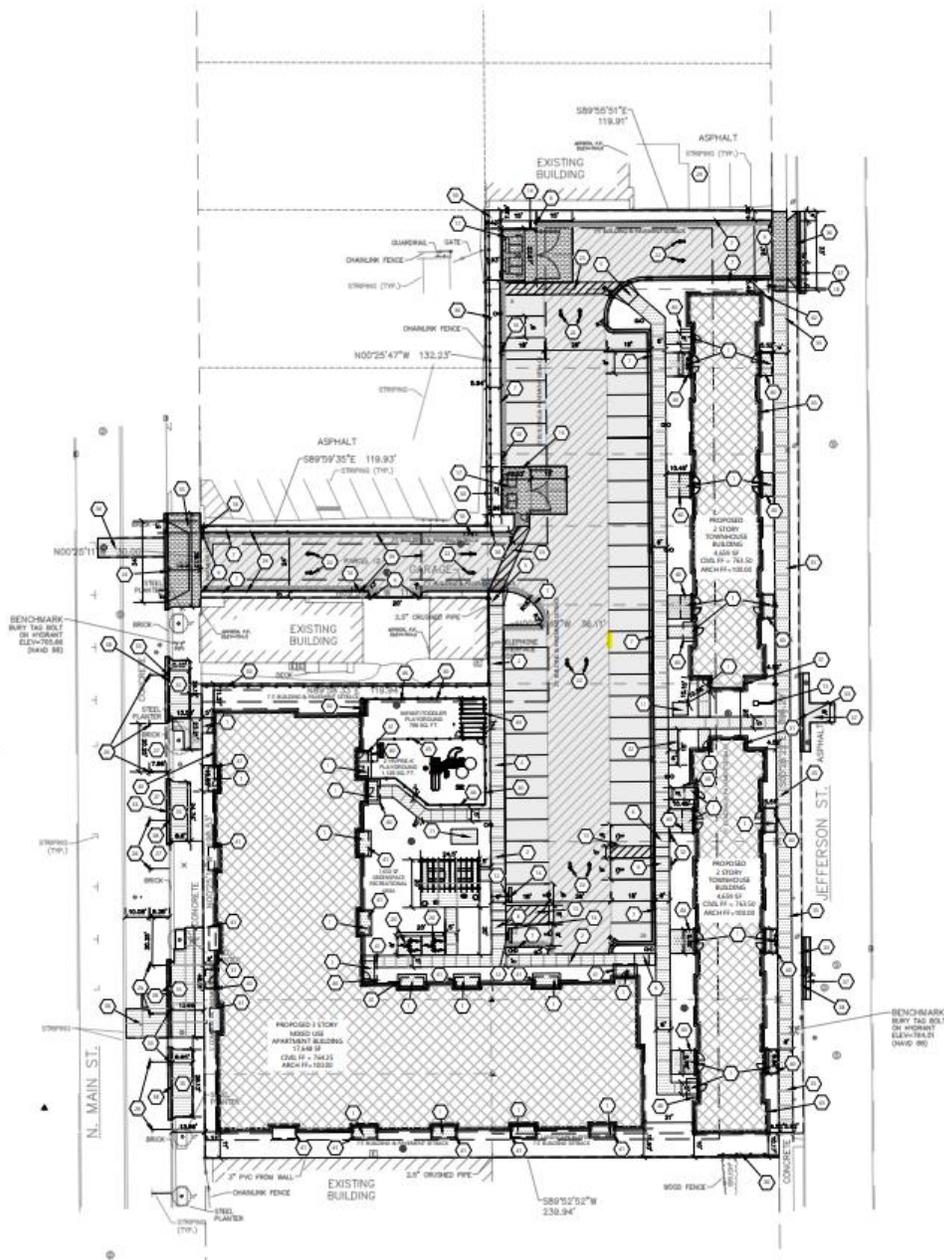
Staff is supportive of the BSM request for reduced parking as site constraints limit the ability to provide the additional 5 required stalls. Staff feels the additional on-street parking, in the area and center city location, of the site with alternative transportation modes will adequately compensate for the slight parking deficiency.

	<u>Required</u>	<u>Provided</u>
Parking Spaces	Minimum: 55	50
Impervious Surface	Maximum: 85% of lot	76.4% of lot
Density	Maximum: 62 Dwelling Units	55 Dwelling Units

	<u>Minimum</u>	<u>Provided</u>
Front Setback (Main St.)	0 ft.	5 ft.
Front Setback (Jefferson St.)	25 ft.	0'
Side Setback (north)	5 ft.	4 ft.
Side Setback (west)	5 ft.	0 ft.
Side Setback (south)	5 ft.	10 ft.

The applicant is requesting a BSM to allow reduced front yard setback along Jefferson Street for the townhome buildings to 0', where code requires a 25' setback for residential buildings in the UMU district. Staff is supportive of the BSM for reduced front setback as site constraints related to fire separation from the mixed-use building and needed parking area limit the applicant's ability to meet the front setback requirement.

The applicant is also requesting a BSM for reduced side yard setbacks along the north and west property lines. Staff is supportive of the reduced setback to 4' for pavement along the north property line, where code requires a 5' side yard setback for pavement, as it is needed to meet parking requirements while also keeping the northernmost building outside of the 10' X 10' driveway vision clearance triangle. Staff is also supportive of a BSM to allow reduced side yard setback along the west property line for pavement as it is needed to meet dimensional requirements of the parking lot. However, staff is recommending the proposed 26' wide drive aisle be reduced to the code minimum width of 24', which would result in a 2' setback from the west property line shared with the property at 664 North Main Street.



Two refuse enclosures are shown on the northern half of the parking lot, which will be 6' tall and have wood siding exterior to match the proposed buildings. Bicycle racks are shown on the west side of the parking lot, meeting the code requirement of 4 bicycle parking spaces for the site. The site plan includes 6' tall vinyl privacy fencing along the west property line adjacent to the parking lot, north of the mixed-use building, around the proposed playground, and south of the townhouse buildings. The proposed 6' fencing will be outside of front yard areas with exception of fencing to the north of the mixed use building. Staff is recommending that this fencing have a 5' setback from the North Main Street property line to match the mixed-use building setback. This can be verified during Site Plan Review.

Code requires recreation area for multi-family developments at a minimum of 200 sq. ft. plus 25 sq. ft. per bedroom, for a total of 3,400 sq. ft. of recreation area. The applicant is requesting a

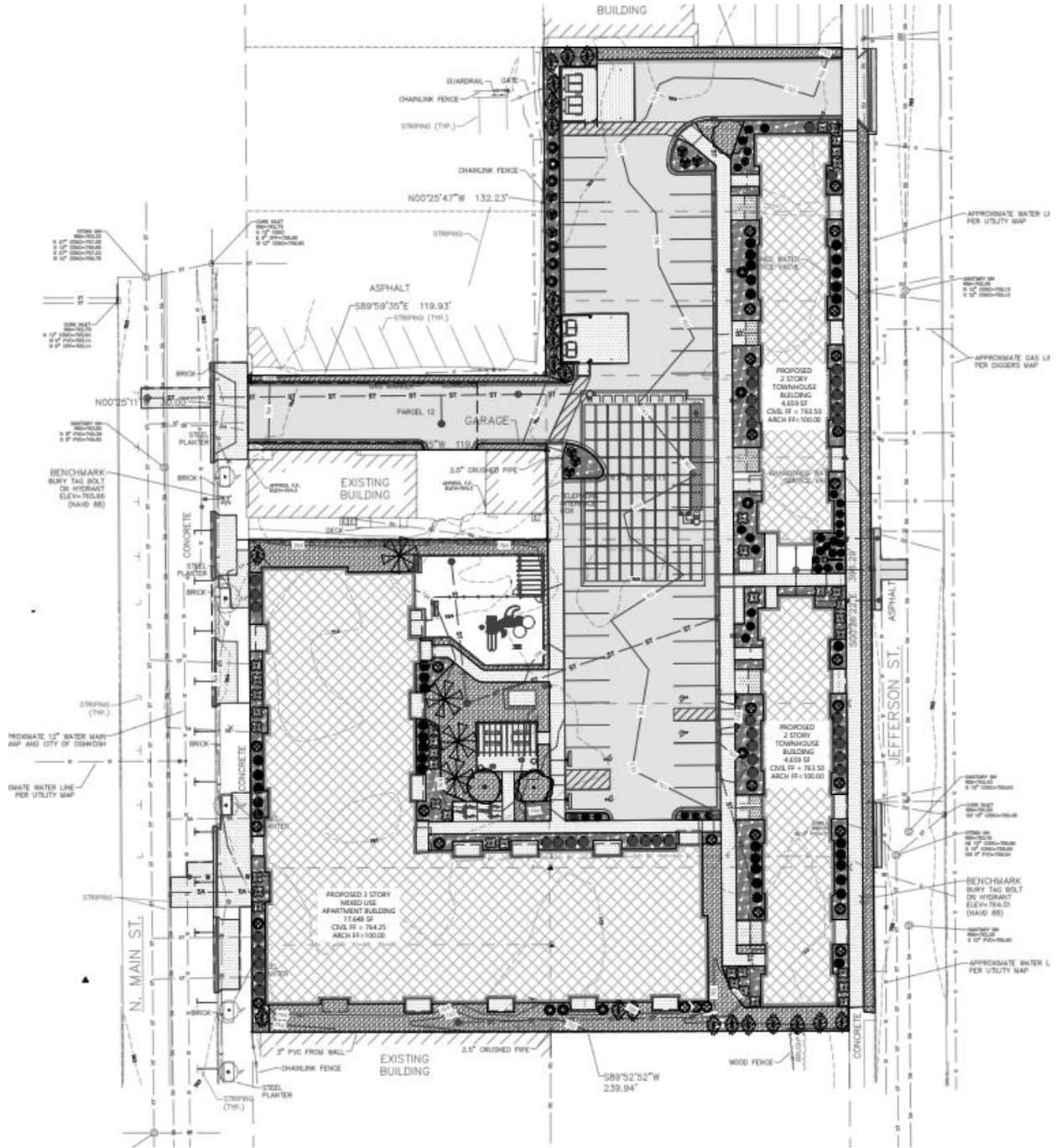
BSM to allow reduction of recreation area as only 1,650 sq. ft. of designated recreation area (patios/greenspace) is being provided. Staff is supportive of a BSM to allow the reduced recreation area as site constraints limit the ability to provide additional outdoor recreation areas. The applicant notes that indoor community areas are available for occupants, such as an indoor exercise room, kitchenette, and community room. Although the property is zoned UMU, it is located in a center city area and functions similar to the Central Mixed Use district (CMU), which exempts the outdoor recreation requirement.

Signage

The applicant has not submitted signage plans, but the provided building elevations include wall signage on the west (North Main Street) side of the mixed-use building. The proposed signage appears to be within the maximum wall sign area of 1 sq. ft. per linear foot of building frontage for the UMU district. Signage will be addressed under a separate building permit.

Landscaping

LANDSCAPING CALCULATIONS		
ZONE	REQ. PLANTS	PLANTS PROVIDED
STREET	<p>60 POINTS PER 100 FT OF STREET FRONTAGE ROW; MUST BE WITHIN 10' OF STREET ROW. MIN. 50% OF POINTS DEVOTED TO MEDIUM TREES.</p> <p>396' OF FRONTAGE ON JEFFERSON</p> <p>238 PTS REQUIRED, 119 PTS MUST BE DEDICATED TO MEDIUM TREES</p> <p>229' OF FRONTAGE ON MAIN</p> <p>138 PTS REQUIRED, 69 PTS MUST BE DEDICATED TO MEDIUM TREES</p>	<p>EXCEPTION REQUESTED FOR MEDIUM TREE REQUIREMENT.</p> <p>JEFFERSON</p> <p>1 MEDIUM TREE=33 12 TALL/MEDIUM EVERGREEN SHRUBS=60 13 (3.3 PT) MEDIUM SHRUBS=42 24 (3 PT) MEDIUM SHRUBS=72 16 LOW EVERGREEN SHRUBS=32 239 TOTAL POINTS ON JEFFERSON</p> <p>MAIN</p> <p>2 MEDIUM TREES=66 4 TALL/MEDIUM EVERGREEN SHRUBS=20 8 (3.3 PT) MEDIUM SHRUBS=26 13 (3 PT) MEDIUM SHRUBS=39 151 TOTAL POINTS ON MAIN</p>
PAVED AREAS	<p>40 LANDSCAPE POINTS PER 10 PARKING STALLS OR 10,000 SF OF PAVED AREA (WHICHEVER IS GREATER); MUST BE WITHIN 10' OF PAVED AREA OR WITHIN PAVED AREA. MIN. 30% OF POINTS DEVOTED TO TALL TREES & 40% TO SHRUBS.</p> <p>(50 STALLS/10) X 40 PTS = 200PTS REQ. (60 DEDICATED TO TALL TREES AND 80 TO SHRUBS)</p>	<p>1 TALL DECIDUOUS TREES=30 2 SHADE TREES=100</p> <p>6 LOW EVERGREEN SHRUBS = 12 PTS 6 TALL/MEDIUM EVERGREEN SHRUBS = 30 PTS 9 TALL DECIDUOUS SHRUBS = 49 PTS 91 SHRUB PTS PROVIDED</p> <p>221 TOTAL PTS PROVIDED</p>
PARKING ISLANDS	<p>ONE SHADE TREE OR TALL DECIDUOUS TREE SHALL BE PROVIDED PER ISLAND. TREES SHALL BE 2 IN. CALIPER AND NO LESS THAN 6 FT TALL AT PLANTING. SHRUBS SHALL BE A MINIMUM 18" TALL AT PLANTING.</p>	<p>EXCEPTION REQUESTED TO MAXIMIZE SITE PARKING.</p>
BUILDING FOUNDATION	<p>40 POINTS/100 FEET OF BUILDING FOUNDATION. MIN 25% FACING ROW. MIN 50% OF THE POINTS ON SIDE OF MAIN ENTRANCE. SHADE AND TALL TREES NOT ALLOWED.</p> <p>TOWNHOMES: 844/100*40=338 POINTS REQD MIN 85 POINTS FACING ROW. MIN 169 POINTS MAIN ENTRANCE SIDE.</p> <p>MIXED USE: 777*40=312 POINTS REQD MIN 78 POINTS FACING ROW MIN 156 POINTS MAIN ENTRANCE SIDE</p>	<p>TOWNHOMES:</p> <p>239 POINTS FACING ROW (SEE STREET) 12 TALL/MEDIUM EVERGREEN SHRUBS=60 8 (3.3 PT) MEDIUM SHRUBS=26 20 (3 PT) MEDIUM SHRUBS=60 12 LOW EVERGREEN SHRUBS=24 170 POINTS MAIN ENTRANCE SIDE 409 TOTAL POINTS PROVIDED</p> <p>MIXED USE:</p> <p>151 POINTS FACING ROW (SEE STREET) 4 MEDIUM DECIDUOUS TREES=60 4 TALL/MEDIUM EVERGREEN SHRUBS=20 9 (3.3 PT) MEDIUM SHRUBS=29 16 (3 PT) MEDIUM SHRUBS=48 157 POINTS MAIN ENTRANCE SIDE 6 TALL/MEDIUM EVERGREEN SHRUBS ON SOUTH SIDE OF BUILDING=30 338 TOTAL POINTS PROVIDED</p>
SOUTH BUFFER YARD	<p>0.4 OPACITY BUFFERYARD REQUIREMENTS 53 POINTS PER 100 FT WITH 6' SOLID FENCE AND 10' MINIMUM WIDTH</p> <p>120/100*53=64 POINTS REQD</p>	<p>6' FENCE PROVIDED WHERE EXISTING NEIGHBORING FENCE DOES NOT EXIST.</p> <p>9 TALL/MEDIUM EVERGREEN TREES=297 POINTS PROVIDED</p>
YARD	<p>10 POINTS/1,000 GFA</p> <p>27000/100*10= 270 POINTS REQD</p>	<p>11 TALL/MEDIUM EVERGREEN TREES=363 POINTS PROVIDED</p>



Building Foundation

The building foundation landscaping point requirement of 40 landscaping points per 100 linear feet of building foundation is being met for each of the buildings.

Paved Area

The paved area requirement of 40 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. Landscaped planter islands are required at the ends of all parking rows. Each island is required to include a

tall deciduous/shade tree and be no less than 125 sq. ft. in area and 7 ft. in width. The applicant is requesting a BSM to allow parking row end islands to be less than 125 sq. ft. in area, 7 ft. in width, and without a tall deciduous/shade tree. According to the applicant, site constraints limit the ability to meet the landscape island requirement. The proposed parking lot layout is necessary to provide the maximum number of parking stalls and avoid dumpster truck circulation issues. Staff does not have concerns with a BSM request to waive this requirement as it is needed to provide circulation for the site and the applicant has exceeded the total paved area landscaping requirement as well as the specific point requirements for tall trees and shrubs.

Street Frontage

The applicant is meeting the code requirement of 60 landscaping points per 100 feet of right-of-way along both North Main Street and Jefferson Street. Code further specifies that 50% of the required street frontage trees shall be devoted to medium tree points. One medium tree (33 points) is being proposed along Jefferson Street, where 119 points must be devoted to medium trees. Two medium trees (66 points) are being proposed along North Main Street, where 69 points must be devoted to medium trees. Staff does not have concerns with this BSM request as minimal area is available along the street frontages for trees due to the reduced front setbacks. Also, as previously noted the site is located in a center city area, which often exempts street frontage landscaping requirements (when zoned CMU).

Yards

Code requires 10 landscaping points per 1,000 sq. ft. of gross floor area. The provided yard landscaping points exceed this requirement.

Bufferyards

A 0.4 opacity bufferyard is required along the neighboring Two-family Residential – 10 (TR-10) zoned property to the south of the site. The applicant is providing a 10' wide bufferyard along the south property line along with approximately 24 linear feet of 6' solid vinyl fencing along the portion of the property line that is not bordered by neighbor's fencing. The applicant is also providing 297 tall/medium evergreen tree points along the property line. With the provided 10' bufferyard width and 6' solid fencing, 64 landscaping points are required. Staff is recommending a BSM to allow the required fencing to only be placed along the section of the property line that does not include the neighbor's existing fence as the proposed medium/tall evergreen trees, at 464% of the requirement, will provide a greater buffer than back-to-back fencing with fewer evergreen trees.

Storm Water Management/Utilities

The Department of Public Works has reviewed the plans and noted that final submitted plans are required to be in full compliance with the requirements of the City of Oshkosh Municipal Code Chapter 14 for storm water management.

Site Lighting

The applicant submitted a photometric plan for the site. The lighting levels meet the .4 foot-candle minimum requirement for parking areas, but do not meet the minimum requirement along both driveway entrances. The applicant is requesting a BSM to allow the lighting

reduction as minimal area is available along the entrances to provide the required lighting without exceeding the 0.5 fc maximum lighting level at the property lines. Staff is supportive of the lighting reduction along these entrances as it will prevent excess lighting on neighboring properties.

The proposed 20 light poles are under the maximum light fixture mounting height of 23' (including 3' base) for the UMU district and will have full cut-off fixtures per lighting code requirements. The fixtures must be shielded so that the lighting elements are not visible from neighboring residential properties. This will be verified during Site Plan Review.

Building Facades



Townhouse building elevations



Mixed-use building elevations

The proposed townhomes are two-story buildings with the exterior consisting primarily of wood siding. The inclusion of dormers, varying roof heights, and variation of window placement provide building articulation. The proposed elevations are meeting multi-family residential design standards.

Section 30-243 of the zoning ordinance requires commercial buildings to be clad in 50% Class I materials, with the rear façade being exempt from this requirement. The petitioner has provided elevations for the building as well as a material list and material breakdown for the front and side façades. The specific elevations breakdown is as follows:

West (front):	Class I – 44%	Class III – 56%
South (side):	Class I – 60%	Class III – 40%
North (side):	Class I – 57%	Class III – 43%
East (rear):	Class I - 66%	Class III - 34%

The applicant is requesting a BSM to allow reduced Class I materials on the west (front) façade. Staff does not have concerns with this relatively slight reduction as the applicant has exceeded the Class I material requirement on all other facades to offset the BSM request. Staff feels that the applicant has provided articulation and variation of materials for an attractive appearance from the street.

Overall Site

The applicant is requesting BSMs for reduced parking spaces, setbacks, outdoor recreation area, lighting levels, Class I materials, and specific landscaping requirements. To offset the requested BSMs, the applicant has provided 129% of the required landscaping points and exceeded the Class I material requirement for the mixed-use building by 6.4%. Staff is comfortable that the applicant has adequately offset the requested BSMs and the development is compatible with the surrounding area.

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 consider 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 General Development Plan and Specific Implementation Plan with the findings listed above and the proposed following conditions:

1. Base Standard Modification (BSM) to 50 parking stalls where code requires a minimum of 55 parking stalls.
2. BSM for reduced front setback (Jefferson Street) to 0', where code requires a 25' front setback for residential buildings.
3. BSM to allow reduced side yard setback (north) to 4', where code requires a 5' pavement setback.
4. BSM to allow reduced side yard setback (west) to 2', where code requires a 5' pavement setback.
5. BSM to allow reduced outdoor recreation area to 1,650 sq. ft., where code requires 3,400 sq. ft. of outdoor recreation area.
6. BSM to allow ends of parking rows without 7' wide, 125 sq. ft. landscape islands and without a tall deciduous/shade tree.
7. BSM to allow reduced street frontage landscaping devoted to medium trees to 33 points along Jefferson Street.
8. BSM to allow reduced street frontage landscaping devoted to medium trees to 66 points along North Main Street.
9. BSM to allow 10' wide bufferyard with approximately 24 linear feet of 6' solid fencing, where 120 feet of 6' solid fencing is required.
10. BSM to allow reduced lighting levels to 0.0 fc at both driveway entrances.
11. BSM to allow reduced Class I materials on west façade of mixed-use building to 44%.
12. Final landscaping and signage plans shall be reviewed and approved by the Department of Community Development.

Plan Commission recommended approval of the General Development Plan and Specific Implementation Plan with the findings and conditions on September 17, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Ms. Davey, Mr. Bowen, Mr. Loewenstein, Ms. Propp and Mr. Perry reported visiting the site.

Staff report accepted as part of the record.

The applicant requests approval of a General Development Plan (GDP) and Specific Implementation Plan (SIP) for a mixed-use development.

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 consists of twelve vacant parcels

located on the west side of Jefferson Street and east side of North Main Street, which will be combined into one parcel. The neighboring land uses include commercial to the north and west, residential and commercial to the south, and residential to the east.

The applicant is proposing a mixed-use development consisting of a 3-story mixed commercial/residential building along North Main Street and townhouses along Jefferson Street. The ground floor of the mixed-use building will consist of commercial space to be used as a daycare and the upper floors will consist of 39 apartment units. The townhouses will have 8 units per building.

Two neighborhood meetings were held to show the neighbors the plans (June 18 and August 12, 2024). Neighbors in attendance voiced concerns related to additional residents in the area, buffering the development from neighboring properties, parking, building material compatibility with the surrounding area, and building/tenant management. A Plan Commission workshop was held on August 6, 2024 with Plan Commission voicing support for the project.

The proposed site will have driveway access off North Main Street and Jefferson Street. The applicant is providing 50 surface parking spaces. A Base Standard Modification (BSM) is needed to allow reduced parking as code requires 1 parking space per residential unit in the Parking Requirement Exemption Overlay (55 spaces). Staff is supportive of the BSM request for reduced parking as site constraints limit the ability to provide the additional 5 required stalls. Staff feels the additional on-street parking, in the area and center city location, of the site with alternative transportation modes will adequately compensate for the slight parking deficiency.

The applicant is requesting a BSM to allow reduced front yard setback along Jefferson Street to 0', where code requires a 25' setback. Staff is supportive of the BSM for reduced front setback as site constraints limit the ability to meet setback including the fire separation from the mixed-use building and needing the additional area to maximize their parking layout.

The applicant is also requesting a BSM for reduced side yard setbacks along the north property line to 4' where code requires a 5' setback. Staff is supportive of a BSM to allow reduced side yard setback as they need to maximize their parking area and it gets them out of the 10'x 10' vision triangle where that building would be along the entrance. They are also requesting a BSM for reduced side yard setback along the remaining neighboring parcel to 0'. However, staff is recommending increasing that to 2' by reducing the proposed parking lot width for the two-way drive aisle from 26' to the code minimum of 24'. Recommending a slight adjustment to provide a 2' setback along that remaining property.

Code requires recreation area as it is a multi-family development. Based on the square footage of the building and number of bedrooms, they would need 3,400 sq. ft. of recreation area. They are requesting a BSM to allow 1,650 sq. ft. of recreation area. Staff is supportive of a BSM to allow the reduced recreation area as site constraints limit the ability to provide additional outdoor recreation areas. The applicant notes that indoor community areas are available for occupants, such as an indoor exercise room, kitchenette, and community room. This is a center city area which would commonly be zoned Central Mixed Use district (CMU), which does exempt outdoor recreation area requirements.

The building foundation landscaping point and paved area requirements are being met. However, the parking lot design does not meet the requirement of having the parking end rows be 125 sq. ft. in area and 7 ft. in width, and also not providing shade or deciduous trees in those islands. Staff does not have concerns with that BSM request as it is needed to provide circulation for the site and the applicant has exceeded the total paved area landscaping requirement as well as the specific point requirements for tall trees and shrubs.

The applicant is meeting the street frontage point requirements along both street frontages. However, code also requires those street frontages to include 50% of the points being medium trees. They are deficient of that along both Jefferson Street and Main Street. Staff is supportive of a BSM to allow that point reduction for medium trees as they have reduced minimal setbacks along those frontages which does not allow for them to meet that medium tree point requirement.

The applicant is exceeding total yard landscaping points and that serves to offset some of the requested BSMs.

There is a bufferyard requirement along the south property line, as it is abutting residential zoning. The applicant is providing a 10' wide bufferyard along with about 24' of 6' tall solid fence. There is also neighboring 6' tall solid fencing running along the neighboring residential property. So rather than having the 6' fencing going all along that property line, they are only proposing where there is not neighboring fencing, but increasing the evergreen tree landscaping points. They are about four and a half times what would be required for evergreen tree landscaping points to meet that bufferyard. Staff feels that is an appropriate trade-off to have more evergreen trees rather than back-to-back fencing along that property line.

For site lighting the applicant is meeting the .4 foot-candle minimum requirement for parking areas, but the drive areas are deficient of that requirement. Staff is supportive of a BSM as they have minimal area to provide those light fixtures along the property line without causing increased excess lighting on neighboring properties. Staff is supportive of the lighting reduction along the drive entrances specifically.

The proposed townhomes are two-story buildings with the exterior consisting primarily of wood siding and the elevations are meeting all multi-family residential design standards.

Looking at the elevations for the mixed use building, code requires the front and side facades to be 50% Class I materials. The applicant is requesting a BSM for the west. Main Street facing, façade to be 44% Class I materials. Staff does not have concerns with that reduction as it is a relatively slight reduction and the applicant has exceeded the Class I material requirement on all other facades.

Overall, the applicant is requesting BSMs for reduced parking spaces, setbacks, outdoor recreation area, lighting levels, Class I materials, and specific landscaping requirements. To offset the requested BSMs, the applicant has provided 129% of the required landscaping points and exceeded the Class I material requirement for the mixed-use building by 6.4%. Staff is

comfortable that the applicant has adequately offset the requested BSMs and the development is compatible with the surrounding area.

Staff recommends approval of the General Development Plan and Specific Implementation Plan with the findings and conditions listed in the staff report.

Mr. Lyons stated there appears to be a lot of BSMs however it is less than a block north of where CMU cuts off. If this was a block further south many of these would no longer be required. Given the urban nature and the logical extension of the urban core, it makes sense for this to be an urban style development. When you combine that with the need for housing in the community, I think it makes a lot of sense to be supportive of the project even though there are a number of BSMs.

Mr. Perry opened up technical questions to staff.

Mr. Loewenstein wondered what exterior building materials are allowed on the Main Street side, instead of Class I materials.

Mr. Lyons passed samples around and stated the architect would later explain them in further detail. As Brian noted, they are using Class I materials but only at a ratio of 44% instead of the 50% required.

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

Justin Mitchell, of 652 Monroe Street in Oshkosh, complimented Mr. Slusarek on his overview of the project. The Redevelopment Authority (RDA) put together, multiple years in a row, a request for townhomes along Jefferson Street. Future land use plan calls for mixed-use development. Other plans in the city talk about tucking the parking behind the buildings so that it's not a parking lot directly on Main Street as it is just north of our site. So many different aspects from the housing needs assessment and the downtown action plan from, I think, 2001, went into formulating what this project was going to be. This is the result of those plans, so congrats to the city. Joining me here, we've got David Juniel with WIRE Capital. He's part of the ownership and development team. Josh Sommerfeldt is an architect with M&A Design. Sue Van Houwelingen is the chair of the board of the Oshkosh Child Development Center, which would be the nonprofit child care operator. Jason Day with Excel Engineering. I'm happy to answer any questions that you have.

Mr. Belville wondered if the outside material was primarily wood. I'm just thinking about downtown. A majority of it is brick or stone. I want to know the coloring and the mock-up, if that's the exact coloring that we'll get. I'm just kind of wondering how we chose almost all wood and then how we got the coloring for the building.

Josh Sommerfeldt, of 24 South Brooke Street in Fond du Lac, stated he ended up deciding on wood because originally, I had fiber cement on here, but what I'm finding is fiber cement doesn't perform well in our climate. What we have is Class I, a lot of brick on there. Almost all the black that you see is all the brick. The main entry has a pillar of gray brick to accent it. The

rest of the material that you see there is LP. The white stuff that you see is LP. It's a wood manufactured product. I propose a smooth panel with a metal channel in between. It'll have a little half-inch reveal. It'll be a very contemporary, modern vibe. You probably won't even know that it's wood, to be honest. There are samples of the colors too. On the left side is the lap siding. That's what you're going to see on the townhomes. On the right side is the smooth siding, and that's what you're going to see on the mid-rise to give it that contemporary, commercial vibe on the main street there.

Mr. Lyons stated what you see here that is called out in wood in the white, we have traditionally seen in recent years developers using fiber cement board. And as Josh mentioned, what they're seeing is that product does not have the same longevity that some of the wood products do. We used to have a fiber cement board that mimicked wood, and now we've made a transition now to some wood that mimics fiber cement. So, it's a product analysis kind of thing.

Ms. Propp wanted a better description of where each of the materials goes on the building.

Mr. Sommerfeldt referred to the building materials being passed around and described where each material would be placed on the building.

Mr. Perry asked if any members of the public wished to speak. Seeing none Mr. Perry closed public comment.

There was no closing statement from the applicant.

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

Seconded by Davey.

Mr. Perry asked if there was any discussion on the motion.

Ms. Davey stated wow, I like this very much. Thank you.

Ms. Propp stated I see Justin's fine hand in this, and I appreciate it. Experience pays off. Thank you.

Mr. Perry stated this is a quality project and I fully support it.

Motion carried 6-0.



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: The Corridor Development, LLC. Date: _____

Petitioner's Address: 24 S. Brooke St. City: Fond du Lac State: WI Zip: 54935

Telephone #: (608) 688-0754 Email: t.sheeran@commonwealthco.net Contact preference: Phone Email

Status of Petitioner (Please Check): Owner Representative Tenant Prospective Buyer

Petitioner's Signature (required): _____ Date: 8/5/24

OWNER INFORMATION

Owner(s): Redevelopment Auth City of Oshkosh Date: _____

Owner(s) Address: PO Box 1130 City: Oshkosh State: WI Zip: 54901

Telephone #: (920) 236-5055 Email: KNieforth@oshkoshwi.gov 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) General Development Plan (GDP) Amendment
 Specific Implementation Plan (SIP) Specific Implementation Plan (SIP) Amendment

SITE INFORMATION

Address/Location of Proposed Project: Not assigned yet - North Main Street & Jefferson Street

Proposed Project Type: Mixed use apartment building, two townhome buildings, and associated parking and drives.

Estimated Cost: \$19 Million Dollars

Current Use of Property: Vacant Zoning: Urban Mixed Use-Planned Development (UMU-PD)

Land Uses Surrounding Your Site: North: Businesses

South: Businesses / Residential

East: Residential

West: Businesses

- **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: 8/5/2024



August 5, 2024

GDP-SIP Project Narrative

Project: The Corridor Mixed-Use Development
Near 664 N. Main Street,
Oshkosh, WI 54901

The Corridor Development, LLC is requesting a General Development Plan (GDP) and Specific Implementation Plan (SIP) review and approval for a new mixed-use development located on a site of 12 combined parcels near the existing property of 664 N. Main St. and located in between N. Main Street and Jefferson Street. The property is currently vacant as the existing buildings on the site are already razed/scraped. The site is currently zoned with the base zoning district of Urban Mixed Use (UMU) with a Planned Development Overlay (PD), creating a UMU-PD zoning.

A three story mixed-use building is proposed near Main Street with a daycare on the first floor and 39 apartment units. The proposed daycare facility will be operated by a local non-profit organization, Oshkosh Child Development Center (OCDC), which will soon become the area's first multi-shift childcare provider in Oshkosh. The center is planned to accommodate approximately 50 children per shift, with two shifts daily, five days a week. Additionally, two 2-story townhouse buildings are proposed near Jefferson Street, with 8 units per building.

Generally, what is the development bringing to the area? The proposed development will generally match and/or exceed other commercial/mixed-use and residential properties in this area and complement the theme of this portion of the City that is primarily a commercial/mixed-use and residential corridor.

GDP/SIP Narrative Requirements:

- **Specific themes and images**
 - The proposed three- (3) story mixed-use apartment building on the southwest corner of the site will be constructed of VA -wood framed construction. The adjacent two- (2) story townhome buildings proposed on the eastern side of the property will be constructed of VA -wood framed construction.. On the northwest corner of the first (1st) floor of the proposed mixed-use apartment building, a daycare facility is proposed with an associated playground area. Additionally, an outdoor recreational area is proposed outside of the mixed-use apartment building for patrons to grill out and gather in the communal area.

- **Specific mix of dwelling unit types and/or land uses**



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- Per Section 30-53 of the Oshkosh Zoning Code, group daycare centers, townhomes of three (3) to eight (8) units, and apartments with limited commercial, and mixed-use buildings are all considered permitted uses within the base UMU zoning district. Apartment buildings of 13 units or more are considered conditional uses within the base UMU zoning district. Therefore, with the site proposing two (2) townhouse buildings of only 8 units each, the townhouse use is permitted within the base zoning district. Additionally, the site is also proposing a limited-commercial, mixed-use apartment building with a daycare facility on the first (1st) floor and residential apartments on the second (2nd) floor which are also considered permitted uses within the base zoning district. Although the apartment building is proposed at 39 units, which is technically considered a conditional use by base zoning district standards, due to the PUD overlay, the conditional uses will all be covered under the GDP/SIP and no separate conditional use permit is required.
- **Specific residential densities and nonresidential intensities as described by dwelling units per acre, landscape surface area ratio, and/or other appropriate measures of density and intensity.**
 - The proposed mixed-use apartment building will be approximately 17,648 square feet. Additionally, the two (2) townhomes are each proposed at approximately 4,659 square feet. With 55 total units proposed on this 1.72 acre site, there is approximately 32 units/acre proposed. The proposed site will include 76.4% impervious surface (building, vehicle parking, pedestrian walkways, and maneuver area) and 23.6% landscape/open space.
- **Specific treatment of natural features, including parkland.**
 - The current project site consists mainly of vacant greenspace/maintained lawn area, but there is a history of building and pavement development on the site. The design of the proposed development will generally match and/or exceed other commercial/mixed-use and residential properties in this area and complement the theme of this portion of the City. Site lighting will be provided in a fashion that provides appropriate light intensity for safety with cut-off fixtures directed inward toward the development for minimal light trespass. The building and grounds will be well maintained.
- **Specific relationship to nearby properties and public streets**
 - The proposed project will be compatible with the surrounding zoning (UMU & TR-10-PD: 2-Family Residential Planned Development). The mixed-use apartment building will be located on the southwest corner of the site closer to the public street right-of-way (S. Main Street) to match the other existing commercial properties off of S. Main Street. In addition, the townhomes portion of the development is also situated closer to the other public street right-of-way (Jefferson Street) to keep the proposed playground, communal recreational outdoor area, and parking areas internal to the site and to encourage some pedestrian connection towards Jefferson Street. Site access is proposed on the northwestern and northeastern portions of the site to allow for orderly traffic flow



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and an increase of on-street parking is proposed as the number of curb cuts on S. Main Street is being reduced from the four (4) existing to only one (1) commercial curb cut. There are two (2) dumpster enclosures proposed to adequately provide solid waste containment. One (1) is located on the northwestern end of the site and the other is located central of the parking lot/internal vehicle circulation areas to offer convenient pickup from the egress and ingress area off of Jefferson Street on the eastern side of the side of the site.

- **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.**
 - The existing development site totals 74,952 square feet (1.72 acres) and is currently vacant. The proposed development will include the 17,648 square foot mixed-use apartment building and two (2) 4,659 square foot townhome buildings (0.62 acres). The mixed-use apartment building and townhome buildings have 55 total units so there is approximately 32 units/acre proposed on this 1.72 acre site. In addition, there are 30,314 square feet (0.70 acres) of pavement for a total of 57,280 square feet (1.31 acres) of impervious coverage (76.4%) and 17,672 square feet (0.41 acres) of landscape/open space (23.6%).

- **General relationship of the project to the Comprehensive Plan or other areas**
 - The City Comprehensive Plan Update Year 2040 Future Land Use shows this parcel/area as Center City. The proposed mixed-use commercial and residential development is compatible with this use category.

- **Phasing Schedule**
 - No project phasing is proposed. The current project schedule calls for construction to commence at the beginning of December 2024 with completion by the beginning of May 2026.

- **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.**
 - The subject development site is currently zoned UMU-PD (Urban Mixed Use-Planned Development). The proposed development will provide a consumer amenity to this portion of the City and the property will be transformed into a high-quality mixed-use commercial and residential use development. PD zoning is requested to allow development to proceed with the following requested exceptions from the Zoning Ordinance.

- **Proposed exceptions from the requirements of the Zoning Ordinance**
 - Are we meeting all architectural design requirements? yes
 - Are we meeting all signage standards? Yes



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- Section 30-53(G) – Density, Intensity, and Bulk Regulations for the UMU District
 - Residential Use Building Front Yard Setback
 - The Urban Mixed-Use (UMU) base zoning district requires a 25-foot residential use building front yard setback. However, due to size constraints of the site, each of the proposed townhome buildings on the eastern side of the site encroach into the 25-foot front yard setback. These exceptions are required to provide an adequate number of parking stall spaces for the proposed mixed-use development as well as provide an adequate onsite maneuver area for traffic circulation through the site.
- Section 30-53(G) – Density, Intensity, and Bulk Regulations for the UMU District
 - Commercial Use Pavement Front Yard Setback
 - The Urban Mixed-Use (UMU) base zoning district requires a five-foot (5') commercial-use building setback to all property lines (excluding driveway entrances). However, due to size constraints of the site, sidewalk concrete is proposed to encroach into the five-foot (5') commercial front yard setback. These exceptions are required to provide an adequate and safe pedestrian connection and circulation areas. The proposed mixed-use apartment building cannot be shifted to meet this pavement setback as it would impact the number of parking stall spaces for the proposed mixed-use development as well as the onsite maneuver area for traffic circulation through the site.
- Section 30-175(J)(1) – Off-Street Parking & Traffic Circulation: Setbacks
 - Residential Use Pavement Front Yard Setback
 - The Off-Street Parking & Traffic Circulation section of the City Zoning Ordinance requires that all off-street parking areas shall meet the base zoning district setbacks for principal buildings. Section 30-53(G) requires a 25-foot residential use building front yard setback for the UMU base zoning district. However, due to the size constraints of the site, sidewalk concrete is proposed to encroach into the 25-foot residential front yard pavement setback. Similar to the mixed-use apartment building, these exceptions are required to provide an adequate and safe pedestrian connection and circulation areas. The proposed mixed-use apartment building cannot be shifted to meet this pavement setback as it would impact the number of parking stall spaces for the proposed mixed-use development as well as the onsite maneuver area for traffic circulation through the site.
- Figure 30-175a – Number of Off-Street Parking Spaces Required by Land Use
 - Reduction in the Total Number of Parking Spaces Required
 - Figure 30-175a of the Off-Street Parking & Traffic Circulation section of the City Zoning Ordinance requires that “Apartment” uses provide one (1) parking stall per unit plus an additional half (0.5) parking stall per each unit over two (2) bedrooms plus an additional one (1) guest parking stall per every four (4) units, totaling the need for 54 parking stalls for the “apartment” use in



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this development alone. In addition, the Off-Street Parking & Traffic Circulation section of the City Zoning Ordinance requires one (1) parking stall per unit plus an additional half (0.5) parking stall per each unit over two (2) bedrooms, totaling the need for 20 parking stalls for the “townhouse” use in this development. Since there is a daycare facility proposed on the first (1st) floor of the mixed-use apartment building, the Off-Street Parking & Traffic Circulation section of the City Zoning Ordinance requires one (1) parking stall per 10 students plus an additional one (1) employee stall on the largest shift, totaling the need for 13 parking stalls for the “daycare” use in this development. In total, 87 parking stalls are required for all the current proposed uses in this development. However, due to site constraints and to better limit the overall amount of impervious area on the site, only 50 parking stalls are proposed (four [4] of them being handicap-accessible stalls), as the anticipated parking needed for the various uses within this mixed-use development will be adequately met through the utilization of the 50 on-site parking stalls, and the additional off-street parking proposed along S. Main Street. Currently there are 4 spaces on Main Street and there are ten total spaces proposed once the existing curb cuts are removed, with 3 of them being reserved for day care dropoff. Considering our current portfolio data and the broader macroeconomic trend toward reduced parking requirements, we believe this development offers sufficient parking. Additionally, its downtown location and proximity to numerous amenities make it well-suited for tenants who prefer public transportation, walking, or biking. By combining ample parking with excellent access to alternative transit options, the development accommodates a variety of transportation preferences and underscores a commitment to sustainable, forward-thinking urban living.

- Providing the required number of stalls would lead to further encroachment into setback areas, decrease landscaping, and lead to more exceptions being required.
- Section 30-253(B)(4) – Paved Area Landscaping
 - Interior Parking Lot Landscaping Islands
 - The landscaping section of the City Zoning Ordinance requires that for every parking lot with more than 20 parking spaces, landscaped planter islands are installed at the end of all parking rows, driveway entrances, and intermediate locations such that there is no more than 180 feet between landscaping islands. However, due to site constraints and needing to utilize all the parking lot area available for on-site parking stalls (as the site is already requesting a reduction in the number of required parking stalls), in addition to avoiding dumpster truck circulation issues, no landscaping islands are proposed on the interior of the parking lot. To account for the lack of interior landscaping islands, additional



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street, paved area, and yard landscaping points were added. The total points required for the yard is 270 points and 363 points are proposed to be provided (134% of the required points; additional 93 points). In addition, the site is exceeding the building foundation landscaping requirements as well, as the total points required is 650 points, and 747 points are proposed to be provided (115% of the required points; additional 97 points). In addition, a required buffer yard areas on the southern portion of the site is met by adding a fence where a neighboring fence does not exist and exceeding the number of landscape points required for the buffer, with 64 points required and 297 points provided to screen from the existing residential dwelling abutting the site.

- Section 30-253(C) – Street Frontage Landscaping

- Street Trees

The landscaping section of the City Zoning Ordinance requires that for every 100 linear feet of street frontage, the minimum number of landscaping points be met within 10 feet of the public street right-of-way. Figure 30-253d of the City Zoning Ordinance requires 60 landscaping points per 100 linear feet of street frontage. Per Section of However, due to site constraints and requesting reduced front yard pavement setbacks for proposed sidewalk concrete construction, only 3 trees are provided on the street frontages. To account for the lack of street frontage trees, additional street landscaping was provided in other means, using shrubs to meet and slightly exceed the numerical point requirements for each individual frontage.). In addition, the site is exceeding the building foundation landscaping requirements, as the total points required is 650 points, and 747 points are proposed to be provided (115% of the required points; additional 97 points). In addition, a required buffer yard areas on the southern portion of the site is met by adding a fence where a neighboring fence does not exist and exceeding the number of landscape points required for the buffer, with 64 points required and 297 points provided to screen from the existing residential dwelling abutting the site.

KEYNOTES	
1	CONCRETE STOOP (SEE STRUCTURAL PLANS FOR DETAILS)
2	RAISED WALK (SEE DETAIL)
3	FLUSH WALK (SEE DETAIL)
5	CURB RAMP (SEE DETAIL)
6	ADA SIDEWALK RAMP (SEE DETAIL)
7	18" CURB & GUTTER (SEE DETAIL)
9	CURB TAPER (SEE DETAIL)
10	CURB CUT (SEE DETAIL)
11	CONCRETE TRANSFORMER PAD BY UTILITY SUPPLIER (CONTRACTOR TO VERIFY FINAL LOCATION & DESIGN PRIOR TO CONSTRUCTION)
12	HANDICAP SIGN PER STATE CODE (SEE DETAIL)
13	HANDICAP STALL & STRIPING PER STATE CODES
14	PRECAST CONCRETE WHEEL STOP (TYP.)
15	MONUMENT SIGN (DETAILS, FINAL LOCATION, & APPROVAL BY SIGN VENDOR)
16	DUMPSTER ENCLOSURE (SEE ARCH PLANS FOR DETAILS)
17	6" CONCRETE BOLLARDS (TYP.) (SEE ARCH PLANS FOR DETAILS)
18	STOP SIGN PER MUTCD. PRIVATE SIZE 24" X 24".
20	BIKE RACK (TYP.) (TYPE & COLOR BY OWNER)
23	PAINT STRIPING (TYP. COLOR TO MATCH PARKING STALL STRIPING)
26	STREET PARKING PAVEMENT MARKING PER CITY STANDARDS.
27	OWNER TO COORDINATE RESERVED DAYCARE DROPOFF STREET PARKING STALLS WITH CITY OF OSHKOSH. (3 TOTAL)
28	PROPOSED DRIVEWAY ACCESS EASEMENT FOR ADJACENT PROPERTY.
29	POTENTIAL DAYCARE STAFF PARKING (14 STALLS). OWNER TO COORDINATE.
30	6' HIGH VINYL PRIVACY FENCE. (TYP.). COLOR BY OWNER.
31	FDC LOCATION
32	MAILBOX. SEE ARCH PLANS. CONCRETE PAD DESIGN BY EQUIPMENT SUPPLIER.
33	CURB AND GUTTER PER CITY STANDARDS. (MATCH EXISTING)
34	MOUNTABLE CURB AND GUTTER AND DRIVEWAY APRON AND FLARES PER CITY STANDARDS.
35	CONCRETE SIDEWALK PER CITY STANDARDS. (MATCH EXISTING)
36	CONCRETE PER CITY STANDARDS. CONTRACTOR TO FIELD VERIFY EXISTING PAVEMENT SECTION AND MATCH. REMOVE AND REPLACE TO CLOSEST CONTROL JOINT.
37	ASPHALT PER CITY STANDARDS. CONTRACTOR TO FIELD VERIFY EXISTING PAVEMENT SECTION AND MATCH.
38	CURB CUT TO BE CLOSED PER CITY OF OSHKOSH STANDARDS.
39	OWNER TO COORDINATE CROSS ACCESS AGREEMENT EASEMENT WITH NEIGHBOR.
40	BUILDING ENTRY CANOPY. SEE ARCH PLANS.
41	BUILDING BALCONY. SEE ARCH PLANS.

SITE INFORMATION:

EXISTING PARCEL PPN # 90402200000, 90402200000, 90402200000, 90402200000, 90402200000, 90402280000, 904023100000, 904023200000, 904023200000, 90402340000, 90402360000, 90402370000

PROPERTY AREA: 74,952 S.F. (1.72 ACRES)

EXISTING ZONING: URBAN MIXED USE-PLANNED DEVELOPMENT AND URBAN MIXED USE-WITH NO PLANNED DEVELOPMENT OVERLAY

PROPOSED ZONING: URBAN MIXED USE-PLANNED DEVELOPMENT

PROPOSED USE: MIXED-USE APARTMENT BUILDING, 2 TOWNHOME BUILDINGS, AND ASSOCIATED PARKING AND DRIVES

AREA OF SITE DISTURBANCE: 81,450 S.F. (1.89 ACRES) (INCLUDES ROW DISTURBANCE)

SETBACKS:

BUILDING-RESIDENTIAL
FRONT (WEST/EAST) = 25'
SIDE (NORTH, SOUTH) = 7.5'
REAR (WEST) = 25'

BUILDING-COMMERCIAL
FRONT (WEST/EAST) = 0'
SIDE (NORTH, SOUTH) = 0' OR 5'
REAR (WEST) = 5'

PAVEMENT-RESIDENTIAL
FRONT (WEST/EAST) = 25'
SIDE (NORTH, SOUTH) = 7.5'
REAR (WEST) = 25'

PAVEMENT-COMMERCIAL
FRONT (WEST/EAST) = 5'
SIDE (NORTH, SOUTH) = 5'
REAR (WEST) = 5'

BUFFERYARDS:

SIDE (SOUTHWEST) = 0.4 BUFFERYARD = 10' WIDTH WITH 53 PTS/100FT AND 6" SOLID FENCE

PROPOSED BUILDING HEIGHT: MIXED USE: 35'-2" TOWNHOUSES: 23'-4" (MAX. HEIGHT ALLOWED: 35' OR 2 STORES RESIDENTIAL, 45' COMMERCIAL)

PARKING REQUIRED:

APARTMENTS: 1/UNIT = 0.5/UNIT OVER 2 BEDROOMS AND 1 GUEST PARKING SPACE/ 4 UNITS (39 + (0.5*9) + (2*54) SPACES REQ.)

TOWNHOUSE: 1/UNIT = 0.5/UNIT OVER 2 BEDROOMS (16+ 15*8) (20 SPACES REQ.)

DAYCARE: 1 PER 10 STUDENTS + 1 EMPLOYEE ON THE LARGEST SHIFT (50/10+13) (13 SPACES REQ.)

TOTAL PARKING REQUIRED: 87 SPACES

PARKING PROVIDED: 50 SPACES (4 H.C. ACCESSIBLE)

PREDEVELOPMENT EXISTING STREET PARKING ON MAIN STREET: 4 SPACES

PROPOSED STREET PARKING ON MAIN STREET: 10 SPACES (INCLUDES 3 RESERVED FOR DAY CARE DROPOFF)

POTENTIAL OFFSITE: 14 STALLS FOR DAYCARE STAFF PARKING TO NORTH. OWNER TO COORDINATE.

HANDICAP STALLS REQUIRED: 3. HANDICAP STALLS PROVIDED: 4

LANDSCAPE REQUIREMENTS: MAXIMUM IMPERVIOUS SURFACE (COMMERCIAL): 85%

LEGEND:

HATCH	PAVEMENT SECTION	HATCH	PAVEMENT SECTION
[Hatch]	STANDARD ASPHALT	[Hatch]	DUMPSTER PAD / APRON CONCRETE
[Hatch]	HEAVY DUTY ASPHALT	[Hatch]	SHEDDING CURB & GUTTER
[Hatch]	SIDEWALK CONCRETE		
[Hatch]	INVERTED CURB & GUTTER		

EXISTING SITE DATA

	AREA (AC)	AREA (SF)	RATIO
BUILDING FLOOR AREA	0.00	0	0.0%
PAVEMENT (ASP. & CONC.)	0.04	1,623	2.2%
TOTAL IMPERVIOUS	0.04	1,623	2.2%
LANDSCAPE/ OPEN SPACE	1.68	73,329	97.8%
PROJECT SITE	1.72	74,952	100.0%

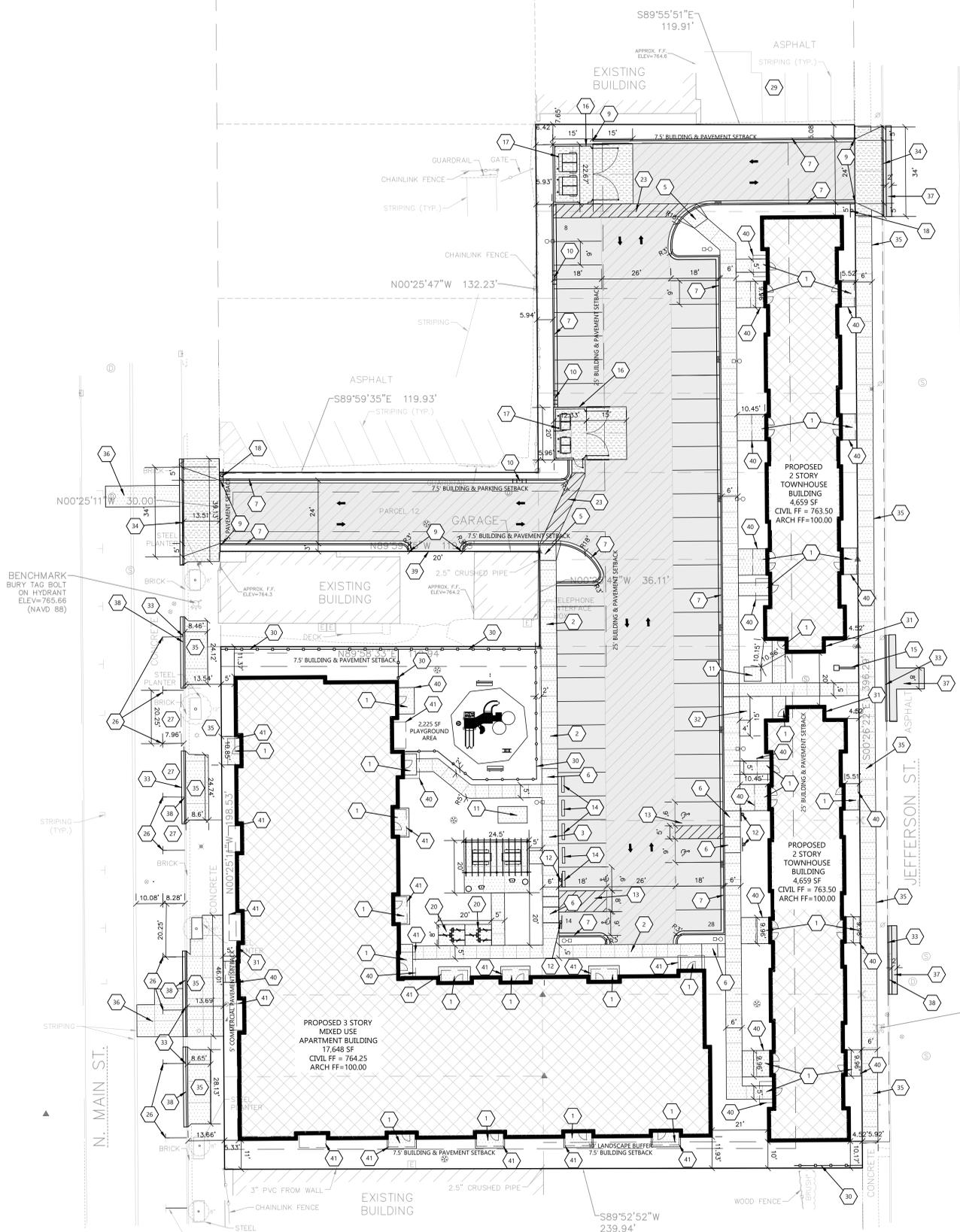
PROPOSED SITE DATA

	AREA (AC)	AREA (SF)	RATIO
BUILDING FLOOR AREA	0.62	26,966	36.0%
PAVEMENT (ASP. & CONC.)	0.70	30,314	40.4%
TOTAL IMPERVIOUS	1.31	57,280	76.4%
LANDSCAPE/ OPEN SPACE	0.41	17,672	23.6%
PROJECT SITE	1.72	74,952	100.0%

NOTE: NO HAZARDOUS MATERIALS WILL BE STORED ON SITE.



CIVIL SITE PLAN



BENCHMARK BURY TAG BOLT ON HYDRANT ELEV=764.01 (NAVD 88)

BENCHMARK BURY TAG BOLT ON HYDRANT ELEV=765.66 (NAVD 88)

GDP & SIP
N. MAIN ST. & JEFFERSON ST.
PC: 9.17.2024

KZ HOLDINGS LLC
2080 W 9TH AVE #198
OSHKOSH WI 54904-8072

RAMSEY/BARBARA A KAGAK
637 JEFFERSON ST
OSHKOSH WI 54901-4555

RK FIVE LLC
3166 QUAIL RUN DR
OSHKOSH WI 54904-6598

MARLA J TONN
664 N MAIN ST A
OSHKOSH WI 54901-4443

ALEE CHASE INVEST LLC
515 N MAIN ST #A
OSHKOSH WI 54901-4908

688 NORTH MAIN LLC
688 N MAIN ST
OSHKOSH WI 54901-4443

ALL STAR INS SERVICE LLC
5899 HELM RD
WINNECONNE WI 54986-9789

NORSKE HOLDINGS LLC
5550 W FISK AVE
OSHKOSH WI 54904-6826

JOANNE M BERNHARDT
MIRANDA I DURAN
632 JEFFERSON ST
OSHKOSH WI 54901-4556

KAYLEE BORK
640 JEFFERSON ST
OSHKOSH WI 54901-4556

TUTAFUTA LLC
611 FRANKLIN ST
OSHKOSH WI 54901-4340

YVONNE M ATTOE
648 JEFFERSON ST
OSHKOSH WI 54901-4556

COBALT PROP MNGMNT LLC
5156 REYNOLDS AVE
WAUNAKEE WI 53597-9151

BAM PROP HOLDINGS LLC
PO BOX 3522
OSHKOSH WI 54903-3522

K/A MOHAMED
2024 CUMBERLAND VALLEY DR
FRANKLIN TN 37064-1928

ROBERT/KRISTALEE WILCOX
1729 BERNHEIM ST
OSHKOSH WI 54904-8967

RAYMANN PROPERTIES LLC
823 MOUNT VERNON ST
OSHKOSH WI 54901-4531

GLENN R/CAROL A RAND
2905 PRAIRIE WOOD DR
OSHKOSH WI 54904-8476

GUNDERSON MAIN ST HOLD
1440 ONEIDA ST
APPLETON WI 54915-7101

NATHAN M HENNAGER
663 N MAIN ST
OSHKOSH WI 54901-4431

NORTHERN ASPEN LLC
105 E RIVER DR
OMRO WI 54963-1019

FINK INK LTD
1275 W SMITH AVE
OSHKOSH WI 54901-1895

ROHAN MEIER & MORGAN L
671 N MAIN ST
OSHKOSH WI 54901-4431

ROGER BECKER
675 N MAIN ST
OSHKOSH WI 54901-4431

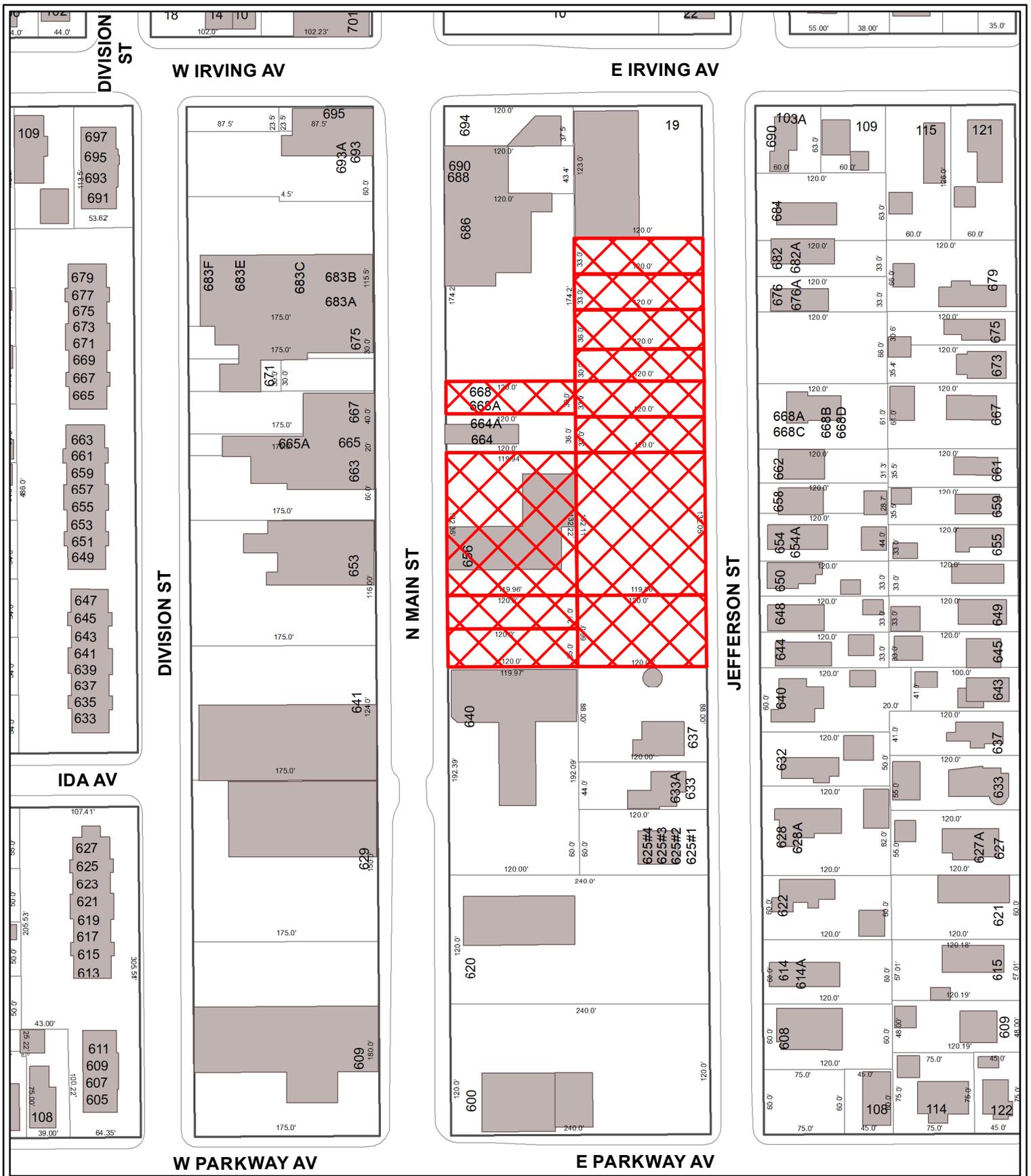
STEVEN F OROURKE
683 N MAIN ST STE C
OSHKOSH WI 54901-4472

STIEG PROPERTIES LLC
693 N MAIN ST
OSHKOSH WI 54901-4431

THOMAS G TAGGART ETAL
695 N MAIN ST
OSHKOSH WI 54901-4431

*DOWNTOWN NBHD ASSOC
= EMAILED*

*HISTORIC FOURTH WARD
NBHD ASSOCIATION
= EMAILED*



BASE MAP



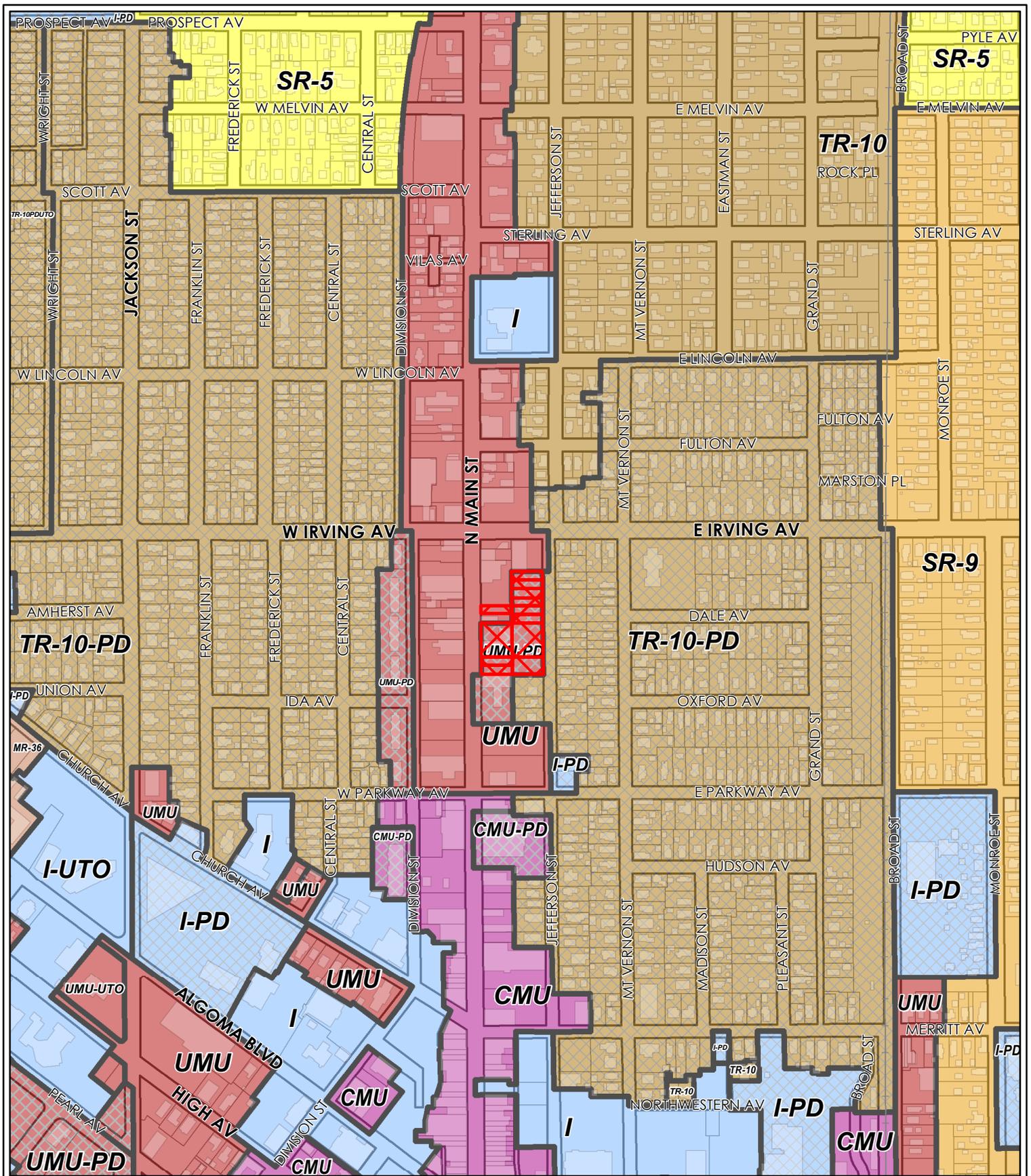
1 in = 0.02 mi
1 in = 120 ft

Printing Date: 8/26/2024

Prepared by: City of Oshkosh, WI

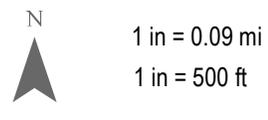


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ZONING MAP

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Printing Date: 8/26/2024
 Prepared by: City of Oshkosh, WI





TO: Honorable Mayor and Members of the Common Council
FROM: Kelly Nieforth, Director of Community Development
DATE: September 24, 2024
SUBJECT: Res 24-531 Approve TID No. 29 TIF Development Agreement and Lease Agreement with Boat Works LLC

BACKGROUND

The Oshkosh Common Council approved the creation of TID No. 29 on July 12, 2016 for the redevelopment of the former Morgan Door/Jeld-Wen wood manufacturing site at West 6th Avenue and Oregon Street as well as the former Boat Works Marina and city sanitation garage to the west along the Fox River. The city of Oshkosh purchased the sanitation garage in 1999 and the Oshkosh Redevelopment Authority purchased the former Boat Works property in 2005 with plans to redevelop both parcels as part of the Southshore Redevelopment Plan.

Boat Works LLC includes developers Chet Wesenberg and Tim Hess. The developers have received approvals to construct 56 multifamily units within two buildings (one building on each parcel) and have committed to keep the rental rates for all 56 units within the income range for workforce housing which is 80%-120% of the Area Median Income for the life of TIF assistance. Boat Works LLC will purchase the two parcels for \$1 and will be responsible for any additional remediation work on site.

ANALYSIS

The developers have requested TIF assistance in order for the project to be financially feasible. The terms of the TIF Development Agreement are as follows:

- TIF Paygo obligation until 2043 (the end TID #29's statutory life).
- Developers will receive 90% of the created increment for a total of approximately \$2.7 million of TIF assistance based on the estimated value of the taxable portion of the development but shall not exceed \$4 million.
- City will retain 10% of the newly created increment for administrative costs.
- The City will provide a loan for \$360,000 at a 0% interest rate for seven (7) years. The City shall provide the loan on the completion date or earlier as the project is completed.
- Developer shall diligently pursue completion of construction of the project by June 30, 2027.

The developers have requested that an "estimated" and "shall not exceed" figure be included in the Development Agreement in order to work with a lender to monetize the TIF in order to receive a loan. The "shall not exceed" figure accounts for future tax increases due to value increases, mill rate increases, and potential referendums.

Similar to previous redevelopment projects on contaminated sites along the river, the developers have requested that the City and RDA enter into a Lease Agreement during the construction of project in order to work with the Wisconsin Department Natural Resources to obtain a Case Closure for the site. The construction taking place with address specific contaminated sites and aspects of the buildings, parking lots, and landscaping will provide a cap for the contaminated areas. Once the Case Closure is received from the WNRD when the project is constructed, the parcels will be transferred to the developers for ownership.

FISCAL IMPACT

The City's TIF obligation is a maximum of eighteen (18) years and it is estimated that the TIF payment would be approximately \$2.7 million or the TIF payment will be terminated once TID #29 is required to close per state statutes. The maximum TIF assistance shall not exceed \$4 million. The City's exposure is limited because the TIF obligation is a Paygo which is dependent on the developer's ability to pay their annual taxes and create additional increment.

RECOMMENDATION

The City Council approves the Resolution and authorizes staff to execute the development agreement and lease agreement.

Attachments

Res 24-531

TIF Development Agreement (Boat Works, LLC)

09/24/2024

24-531

RESOLUTION

CARRIED

6-0

PURPOSE: APPROVE TID NO. 29 TIF DEVELOPMENT AGREEMENT AND LEASE AGREEMENT WITH BOAT WORKS LLC

INITIATED BY: COMMUNITY DEVELOPMENT

WHEREAS, a Development Agreement and Lease Agreement must be approved by City Council to implement TIF #29 Project Plan, approved by Council on July 16, 2016; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized and directed to enter into a Development Agreement and Lease Agreement with Boat Works LLC for the redevelopment of the former Boat Works and City sanitation garage site, per the attached, in substantially the same terms as attached hereto, any changes in the execution copy being deemed approved by their respective signatures, and to carry out all actions necessary to implement the City's obligations under the Development Agreement and Lease Agreement.

**TAX INCREMENTAL DISTRICT NO. 29
DEVELOPMENT AGREEMENT
(BOAT WORKS REDEVELOPMENT PROJECT)**

This Development Agreement (the “Agreement”) is made this ___ day of September, 2024 (the “Effective Date”), by and among the CITY OF OSHKOSH, WISCONSIN, a Wisconsin municipal corporation, the REDEVELOPMENT AUTHORITY OF THE CITY OF OSHKOSH, WISCONSIN (the “RDA,” and, collectively with the City of Oshkosh, Wisconsin, the “City”), and BOAT WORKS LLC, a Wisconsin limited liability company (“the “Developer”).

RECITALS

WHEREAS, in 2016, the City established Tax Incremental District No. 29 (the “District”) as a 36 acre blighted area district in which at least fifty percent (50%) of the property within the District is a blighted area, as that term is defined by Wis. Stat. Sec. 66.1105(2)(ae), and in which certain costs incurred for redevelopment of the District may be reimbursed from property tax increment as provided by State law; and

WHEREAS, Developer is acquiring from the City two (2) parcels of real property located within the District, which parcels are identified on the site plan attached hereto as Exhibit A (the “Site Plan”) and are legally described on Exhibit A-1 attached hereto (the “Property”); and

WHEREAS, Developer has approached the City indicating a desire to develop and construct on the Property, in two (2) phases, a multifamily project consisting of approximately 60 residential units with surface parking lots, other infrastructure, and site improvements, all in accordance with applicable City ordinances and City-approved plans (the “Project”); and

WHEREAS, Developer will not undertake the development of the Project but for its reliance upon receiving tax increment financing to assist in the funding of a portion of Developer's acquisition, development and operation costs for the Property, all as described below; and

WHEREAS, the City is authorized to enter into contracts necessary and convenient to implement the purpose of a Tax Incremental District, including the ability to provide development incentives and cash grants to owners, lessees, or developers of land located within the District; and

WHEREAS, the uses of the Property contemplated by this Agreement are necessary and desirable to serve the interests of the City and its residents by expanding the tax base of the City, providing additional development opportunities, and providing a financing mechanism to make certain public improvements, all consistent with the purpose of a Tax Incremental District under Section 66.1105, Wisconsin Statutes; and

WHEREAS, based upon the City's desire to redevelop the District and to obtain the economic benefits to be generated from the Project, the City is willing to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

I. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

A. Agreement. “Agreement” means this document and all of its component parts and exhibits.

B. Available Tax Increment. “Available Tax Increment” means an amount equal to ninety percent (90%) of the annual gross Tax Increment revenues actually received and retained by the City which are generated by the Property and improvements located thereon in the immediately preceding calendar year.

C. Case Closure. “Case Closure” has the meaning set forth in Wis. Stat. Sec. 292.12.

D. City Contribution. “City Contribution” means payments to be provided from the City to Developer from Available Tax Increment pursuant to the terms of this Agreement, in a total amount estimated at Two Million Seven Hundred Sixty Five Thousand One Hundred Fifty Nine and No/100 Dollars (\$2,765,159.00) but shall not exceed Four Million and No/100 Dollars (\$4,000,000.00).

E. City MRO. “City MRO” means the Municipal Revenue Obligation issued by the City to Developer as evidence of the City's limited obligation to pay the City Contribution as described in Section IV.B. below, and in substantially the form of Exhibit D attached hereto and incorporated herein. The City MRO shall be issued pursuant to Section 66.0621 of the Wisconsin Statutes, shall not constitute an indebtedness of the City, and shall be payable, subject to contingencies, solely from the limited sources and to the extent provided in this Agreement and the City MRO.

F. District. “District” means all of the property included in Tax Incremental Finance District No. 29 as described in the Project Plan.

G. Existing Environmental Conditions. “Existing Environmental Condition” means the occurrence of Hazardous Substances on the Property as described in Wisconsin Department of Natural Resources activity BRRTS# 02-71-590636 (Boat Works (Former) – LGU)).

H. Ground Lease. “Ground Lease” means a ground lease to be entered into by and between the City and Developer, pursuant to which Developer will lease the Property from the City until the condition(s) set forth in Article V, below, are met.

I. Hazardous Substances. “Hazardous Substances” means toxic, hazardous, and/or regulated substances, pollutants, or contaminants, whether present in the soil or groundwater at, under, or migrating from or to the Property.

J. Maximum Monthly Rental Rate. “Maximum Monthly Rental Rate” means an amount equal to (i) one hundred twenty percent (120%) of the Median Family Income for the

Oshkosh – Neenah Metropolitan Statistical Area, as established by the U.S. Department of Housing and Urban Development, (ii) multiplied by 0.3, and (iii) divided by 12.

As an example, the current Median Family Income for the Oshkosh – Neenah MSA is \$99,100. 120% of \$99,100 is \$118,920. 30% of \$118,920 is \$35,676. \$35,676/12 is \$2,973, which would be the Maximum Monthly Rental Rate chargeable by Developer for a unit during the term of this Agreement as set forth in Section III.D.1., below.

K. Payment Dates. “Payment Dates” means November 1 of each year, commencing on November 1, 2027, up to and including November 1, 2044.

L. Payment Term. “Payment Term” means the term commencing on the first day of the third November after the Effective Date and continuing on each Payment Date thereafter until the first to occur of the following: (i) payment to Developer of the entire amount of the City Contribution, or (ii) November 1, 2044.

M. Project Plan. “Project Plan” means the “Project Plan – Tax Incremental District No. 29 (Morgan Redevelopment)” prepared by Ehlers, Inc. dated June 7, 2016, as adopted by the City’s Common Council on July 12, 2016 and approved by the Joint Review Board on August 2, 2016.

N. Project Costs. “Project Costs” means the total of all hard costs and soft costs of acquiring and constructing the Project, including all capital expenditures (or expenditures that could be treated as capital expenditures) and preliminary expenditures (such as architectural, engineering, environmental studies, surveying, soil testing, attorneys’ fees and expenses, expenses related to obtaining a Case Closure for the Existing Environmental Condition (as required under Section V.A. below) and similar costs that are incurred in connection with the construction of the Project) and all other direct and indirect costs of development of the Project. Developer’s initial estimate of Project Costs is attached hereto as Exhibit C.

O. Tax Increment. “Tax Increment” has the same meaning as defined in Section 66.1105(2)(i) of the Wisconsin Statutes.

P. Tax Increment Law. “Tax Increment Law” means Section 66.1105 of the Wisconsin Statutes.

II. GROUND LEASE; PROPERTY ACQUISITION. On or promptly following the Effective Date, the City and Developer will enter into the Ground Lease, which will contain terms reasonably satisfactory to the City (as ground lessor) and Developer (as ground lessee), including, but not limited to, the following:

1. A term of fifty (50) years, commencing on the date that the Ground Lease signed, but terminable upon the conveyance of the Property by the City to Developer pursuant to Article V., below.

2. Base rent of \$1.00 per year.

3. Developer will be responsible for all general property taxes on the Property (or, if such land is exempt from general property taxes, additional rent in an amount equal to what such taxes would have been if the Property was not tax exempt), which accrue during the term of the Ground Lease.

4. The City will retain a right of access to the Property, upon providing written notice to Developer (which may be by electronic mail), to the extent necessary for the City to perform any of its obligations under this Agreement and any obligations that it has with respect to the RDA Environmental Matter (as that term is defined in Section V.C., below).

5. The Ground Lease shall terminate in the event that the Project is abandoned by Developer.

6. Developer may purchase the Property at any time for \$1.00 and shall be required to purchase the Property upon receipt of a Case Closure.

III. DEVELOPER'S OBLIGATIONS.

A. Project Construction. Developer shall commence construction of at least one (1) phase of the Project no later than December 31, 2024. Subject to the terms and conditions set forth in this Agreement, construction of a second phase shall commence no later than December 31, 2025. Developer shall diligently pursue completion of construction of the Project in accordance with applicable City ordinances and City-approved plans for the Property so that, subject to the terms and conditions set forth in this Agreement, construction of both phases of the Project shall be substantially completed by June 30, 2027 (the "Completion Date"). With respect to the development of the Project under this Section III.A., Developer agrees that it shall expend Project Costs in an amount of not less than \$11,000,000.00 (the "Minimum Project Cost"). Developer's obligations to commence and complete construction under this Section III.A. are subject to Developer's timely receipt of all approvals, licenses and permits necessary or appropriate in connection with Developer's development of the Project. For purposes hereof, "commencement of construction" shall mean the start of site improvements such as site grading or clearing and fencing and "substantially complete" shall mean the issuance of a certificate of occupancy, including a temporary certificate of occupancy.

B. Costs and Expenses. Developer shall be responsible for all costs related to the Project and any other work to be performed by Developer under this Agreement, including all engineering, inspections, materials, labor, on-site management of Hazardous Substances (subject to Article V below), all costs of obtaining a Case Closure with respect to the Existing Environmental Condition (subject to Article V, below), and otherwise complying with all continuing obligations which may be imposed in connection with the Case Closure. Furthermore, Developer shall be responsible for payment of all City fees including building permit fees, zoning and sign permit fees, electrical and plumbing fees.

For purposes of determining total project costs the city and developer agree to the following percentages will be applied for construction profit, architectural and engineering fees, and developer's fee. Construction profit will be 8% of all hard costs and site/environmental remediation costs. Architectural and Engineering fees will be 5% of all hard costs and

site/environmental remediation costs. Developer fees will be 8% of all hard cost and soft costs and site and environmental remediation costs.

C. Submission and Verification of Project Cost Information. Developer shall submit evidence of all Project Costs which it intends to serve as the basis for the City Contribution to the City promptly following the completion of each phase of the Project. Each submission shall be on the form attached hereto as Exhibit F and shall include evidence of payment of all invoices, together with copies of lien waivers from each contractor or other payee having lien rights. All such Project Costs shall be subject to verification by the City.

D. Rental Requirements; Submission of Rental Information.

1. During the term of this Agreement, the monthly rent charged by Developer for any unit within the Project shall not exceed the Maximum Monthly Rental Rate. For each lease within the Project, the Maximum Monthly Rental Rate shall be calculated as of the first day of the month in which term of such lease commences.

2. On or before June 30 of each year during the term of this Agreement, Developer shall provide a report to the City, setting forth the Maximum Monthly Rental Rate in effect for each month of the twelve (12) month period then ended, the rental rate being charged for each unit within the Project on such date, and the number of units vacant on such date.

IV. CITY CONTRIBUTION AND OBLIGATIONS.

A. Right of Way Construction. The City shall complete the work within the West Fourth Avenue right of way described on Exhibit B attached hereto and which work will not be assessed back to the developer. Such work will be completed on or before June 30, 2026.

B. City Contribution. In each year beginning in 2027 and ending in 2044 (or, if earlier, when the total amount of the City Contribution has been reimbursed to Developer under this Agreement), in consideration of Developer undertaking its obligations under this Agreement, the Available Tax Increment shall be applied to make payments under this Agreement to pay Developer the City Contribution. The City Contribution constitutes eligible Project Costs within the meaning of Section 66.1105(2) of the Wisconsin Statutes. The first payment shall not be made until November 1, 2027, provided that there is Available Tax Increment. Such payments shall be made in accordance with the terms of this Agreement, as further described in this Section IV.B. and the City MRO. The City Contribution shall be paid by the City only out of Available Tax Increment, subject to the provisions of this Agreement and the City MRO. The City Contribution is a special and limited obligation of the City, and not a general obligation of the City. The City Contribution shall not bear interest.

Developer acknowledges that, subject to the provisions of this Agreement: (i) all payments of Available Tax Increment are subject to future annual appropriation of said amounts by the City Common Council to payment hereunder; (ii) only the Available Tax Increment generated by the Property (and all improvements thereon) shall be used to make payments to Developer; and (iii) if, on November 1, 2044, the amount of Available Tax Increment to be paid under this Agreement proved insufficient to pay the entire City Contribution, the City shall have no obligation or liability therefor. With respect to clause (i), above, the City covenants

and agrees as follows: (a) the City Manager or his or her designed representative shall include the payment of the entire Available Tax Increment for each year included during the Payment Term in the applicable budget request recommendation for the following year's budget; (b) if the City's annual budget does not in any year provide for appropriation of Available Tax Increment sufficient to make the payment due to Developer in that year, the City will use its diligent, good faith efforts to notify Developer of that fact at least thirty (30) days prior to the date the budget is presented to the City Common Council for final approval; and (c) Available Tax Increment shall not be used to pay any other project costs of the District until the City has applied to the payment due hereunder, in any year, the Available Tax Increment generated by the Property that this Agreement provides will be applied to payment due hereunder. Developer further acknowledges that, as a result of the special and limited nature of the City's obligation to pay the City Contribution, Developer's receipt of the City Contribution also depends on factors including future mill rates, changes in the assessed value of the Property, failure of the Project to generate Tax Increment at the rate expected by Developer, changes in the Tax Increment Law, and other failures beyond the City's or Developer's control.

The payment of the City Contribution shall be subject to the following conditions and limitations:

1. On each Payment Date during the Payment Term and subject to the provisions of this Agreement, the City shall pay a portion of the City Contribution equal to the amount of Available Tax Increment appropriated by the City Common Council for the payment due that Payment Term year.

2. The City shall take no action to terminate or dissolve the District prior to July 12, 2043, unless the City first pays the outstanding balance due under the City Contribution, subject to the provisions of this Agreement, including, but not limited to, the annual appropriation of the City Common Council of such outstanding balance due.

Attached hereto as Exhibit E is the City's projection of revenues and expenditures for the District over its term, with the City Contribution labeled as "Municipal Revenue Obligation" thereon. Exhibit E is provided for illustrative purposes only, and Developer acknowledges that the amounts set forth thereon are estimates only.

C. City Contribution not to be Considered Indebtedness. In no circumstances shall the amount of the City Contribution due Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment which is appropriated by the City Common Council for payment of such amounts and only to the extent as provided in this Agreement. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than Tax Increment which has been appropriated for that purpose.

D. City Cooperation; Approvals. City shall timely complete all necessary or required zoning, development and use reviews for the Project, pursuant to applicable City ordinances. City shall process, on a timely basis, each and every application submitted by, through or under Developer in connection with its development of the Project, including all applications with respect to necessary or appropriate licenses and permits in connection with Developer's

development of the Project. Without limitation, if an application is deemed deficient, City shall cooperate with Developer to ensure proper completion thereof. Likewise, City shall use good faith efforts to diligently process all such matters, to assist Developer's efforts to timely complete the Project as set forth in this Agreement.

E. Changes to Project Site Implementation Plan. As of the date of this Agreement, Developer contemplates that the Project will be a multi-family project consisting of approximately 60 residential units with parking lots, other infrastructure, and site improvements. Upon written request from Developer, City will cooperate with Developer with respect to modifications to the site implementation or general development plan and proposed structure, development, phasing or configuration of the remainder of the Project. The City will not unreasonably withhold its consent to requests from Developer with respect to such modifications, so long as the Project, as modified, retains the same basic character as a multi-family development and Developer does not, in any event, propose spending less than the Minimum Project Costs.

F. City Loan. In addition to the City Contribution, the City will provide a loan to Developer (the "City Loan") in the original principal amount of Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00). The City shall make the City Loan on the Completion Date or such earlier date as the Project is substantially completed. The City Loan shall not bear interest, shall be payable in a single installment of principal on the seventh (7th) anniversary of the Completion Date, shall be secured by a mortgage of the Project in favor of the City, and shall be evidenced by a promissory note in the form attached hereto as Exhibit G.

V. ENVIRONMENTAL MATTERS.

A. Existing Environmental Condition Affecting the Property. Developer will obtain a Case Closure for the Existing Environmental Condition and shall undertake all development activities in full compliance with any continuing obligations which may be imposed upon the Property as conditions of Case Closure.

B. Provisions Applicable to Existing Environmental Condition. Developer and the City acknowledge and agree that Case Closure for the Existing Environmental Condition may be obtained through the use of institutional controls, including, without limitation, groundwater use restrictions and cap construction and maintenance requirements. Following the receipt of any Case Closure, all such institutional controls shall be the sole responsibility of Developer.

Following the obtaining of a Case Closure for the Existing Environmental Condition, Developer will be responsible for any and all claims in any way arising out of, connected with, or resulting from the Existing Environmental Condition. Developer shall indemnify, defend, and hold harmless the City and its officers, employees, contractors, and agents, and their respective successors and assigns, from and against any such claims or damages relating to Existing Environmental Condition upon which developer commences construction.

C. Conveyance of Property. Upon the issuance of a Case Closure, the City and Developer will terminate the Ground Lease and the City will convey the Property to Developer for a purchase price of \$1.00, by special warranty deed, subject to no liens or encumbrances other than

utility easements of record, zoning restrictions, any restrictions imposed as a condition of Case Closure, and other matters reasonably acceptable to Developer (each, a “Permitted Encumbrance”). The City shall pay the premium for an owner’s title insurance policy in the amount of \$15,000.00, insuring that fee simple title to the Property is vested in Developer, subject to no liens or encumbrances other than Permitted Encumbrances. Developer will be responsible for premiums for owner’s and/or loan policy amounts in excess of said amount.

D. The City shall remain responsible for any claims arising out of, connected with, or resulting from the environmental condition on the RDA’s adjacent property (BRRTS# 03-71-000250 (Boat Works Inc) – closed LUST site) (the “RDA Environmental Matter”), including any contamination from the RDA Environmental Matter which migrates onto the Property.

VI. APPROVALS AND DEVELOPMENT STANDARDS.

A. Approval of Public Bodies. Developer shall obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary for the City to approve the development of the Property, and any other approvals necessary to utilize the Property for the Project.

B. Acceptance of Agreement. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any additional approvals, including, but not limited to, variances, exceptions, or conditional use permits, or approve any building or use the City determines not to be in compliance with the applicable municipal codes and ordinances of the City. The City agrees to work in good faith, promptly, and diligently in connection with the issuance or grant of all such approvals, consents, permits, certificates, and any other documents as may be necessary or desirable in connection with the development, utilization, and operation of the Property and to act reasonably and expeditiously and in cooperation with Developer in connection therewith; it being understood and agreed that this provision is not intended to limit the rights of the City as more particularly set forth above or in Article IX, below.

C. Development Requirements. Developer shall use the Property for the Project and in accordance with the provisions of this Agreement, and all other applicable federal, state, county, and City laws and regulations.

D. Tax Exemption Forbearance. Developer acknowledges that the City is relying upon Developer's real property taxes to generate the Available Tax Increment to fund the City Contribution. As a result, Developer agrees that, neither Developer nor any existing or future Affiliate or related entity of Developer (collectively, “Developer Affiliates”) shall use or permit the use of any of the Property in any manner which would render any of such Property exempt from property taxation, without the prior written consent of the City, which consent may be conditioned upon the obligation of Developer, existing or future Affiliate, any related entity of Developer or any successor owner to enter into an agreement to make a payment in lieu of taxes (“PILOT”), but may not be unreasonably withheld, so long as the PILOT agreement requires a payment to the City substantially equivalent to the real estate tax payment which would be payable with respect to the portion of the Property which is exempt from taxation were such portion of the

Property not tax-exempt. This provision shall continue to be applicable until the termination of the District. Any amount received by the City as a payment in lieu of taxes will be treated as additional Available Tax Increment, and subject to payment to Developer under the City MRO as provided herein.

VII. WARRANTIES AND REPRESENTATIONS.

A. Developer hereby warrants, represents, and covenants to the City:

1. Developer is a duly organized and existing limited liability company in the State of Wisconsin and authorized to transact business in the State of Wisconsin.

2. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer or its member(s) or manager(s) are necessary to authorize and approve the execution, delivery, and performance of this Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by Developer and constitute the legal, valid, and binding agreements and obligations of Developer, enforceable against Developer in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

3. There are no lawsuits filed or, to the knowledge of Developer, pending or threatened against Developer that may in any material way jeopardize the ability of Developer to perform its obligations hereunder.

4. Developer has sufficient funds through equity and debt financing sources to construct, operate, maintain, and fulfill the Project.

5. Developer shall provide, prior to execution of this Agreement, a (i) a certificate of good standing/current status issued by the appropriate government agency of the state of Developer's organization, (ii) a certificate of authority to transact business in the State of Wisconsin, if Developer is organized in a state other than Wisconsin, and (iii) a certificate of incumbency and resolutions of Developer stating who is authorized to sign on behalf of Developer and that Developer is duly authorized to enter into this Agreement and undertake all of the obligations under this Agreement together with all other agreements, documents, and contracts required to be executed in connection with the transactions arising out of this Agreement.

6. Developer shall not, prior to substantial completion of the Project, enter into any transaction which would result in a third party that is not currently an equity holder of Developer acquiring more than fifty percent (50%) of the voting equity interests in Developer, such that the current owners of Developer are no longer able to direct the activities of Developer with respect to the Project.

B. The City hereby warrants and represents to Developer that:

1. Subject to the approval of City Common Council, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery, and, subject to annual appropriation by the City Common Council, performance of this Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law and as is otherwise subject to annual appropriation by the City Common Council.

2. No special assessments or other charges of any kind have been levied against the Property with respect to the Project Costs.

VIII. CONDITIONS TO/ LIMITATIONS ON THE OBLIGATIONS.

Notwithstanding anything to the contrary set forth in this Agreement, the following is a condition to and limitation on each and all of the obligations of the City and Developer under this Agreement, and the City and Developer shall not be obligated to expend any amounts under this Agreement and may suspend or terminate this Agreement or the performance of any and all of its obligations under this Agreement, without recourse against the City or Developer, if the District is involuntarily terminated or dissolved (an “Involuntary Termination”); provided, however, the City shall first make all reasonable efforts in good faith to cure such Involuntary Termination.

IX. DEVELOPER: EVENT OF DEFAULT.

A. Event of Default. An “Event of Default” is any of the following:

1. Failure to Construct the Project. Subject to the terms of this Agreement, Developer fails to commence construction of either phase of the Project by the dates set forth in Section 3.A., above, or substantially complete the Project by the Completion Date; or

2. Taxes. Any real or personal property tax or any special assessment levied or imposed by the State, County, or City against all or any portion of the Property is not paid prior to becoming delinquent; provided that Developer shall have the right to contest the same in accordance with applicable law; or

3. Tax Exemption. All or any portion of the Property becomes tax exempt without a PILOT agreement; or

4. Breach of Agreement. Developer breaches any provision of this Agreement or its obligations under this Agreement; provided, however, that written notice of the breach has been given to Developer and Developer has failed to cure such breach within thirty (30) days or such longer period as is reasonably required under the circumstances and Developer has begun to cure such breach in good faith and is diligently continuing to cure such breach; or

5. Insolvency. Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature; (ii) make

a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an order for relief within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, and such petition, application, or proceeding shall remain undismissed for a period of ninety (90) days or more, or Developer shall file an answer to such petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its appointment; or (vi) adopt a plan for the complete liquidation of its assets.

B. City Options upon Event of Default. Whenever an Event of Default occurs under Section IX.A, the City may take one or more of the following actions, in the City's sole and absolute discretion:

1. Suspend the performance of any and all of its undertakings and obligations under this Agreement, including, but not limited to, making any further payments under this Agreement during the pendency of the Event of Default;

2. Take any action, including legal or administrative action, at law or in equity, which may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement or to seek remedy for its breach. Such rights and remedies shall not be exclusive of any other remedy or remedies, and such rights and remedies shall be cumulative and shall be in addition to every other right and remedy given under this Agreement or now or hereafter existing at law or in equity or by statute; and/or

3. Terminate this Agreement.

C. Delay in Exercise of Rights Not Waiver. No delay or omission to exercise any right or power accruing to the City, on the one hand, or Developer, on the other hand, upon any default by the other party shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient as long as the default is continuing.

D. Written Waiver Required. In the event this Agreement is breached by either party and such breach is expressly waived in writing by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder. A party's acquiescence in not enforcing any portion of this Agreement shall not provide a basis for the application of estoppel or other like defense or otherwise constitute waiver. Any waiver of any provision of this Agreement by the City must be express and in writing.

E. Compensation for Costs of Breach. Whenever there is an Event of Default by Developer hereunder, and the City employs attorneys or incurs other expenses for the collection of payment due or to become due for the enforcement or performance or observance of any obligation or agreement on the part of Developer contained in this Agreement, Developer shall, on

demand thereof, pay to the City the reasonable fees of such attorneys and such other reasonable expenses incurred by the City.

X. MISCELLANEOUS PROVISIONS.

A. Incorporation of Attachments. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

B. Term. Unless terminated under Article IX, above, the term of this Agreement shall begin as of the Effective Date and shall continue until December 31, 2044, unless terminated earlier in accordance with the termination by the City of the District in accordance with the Tax Increment Law.

C. Review and Inspections. The City will act diligently to review all necessary approvals, licenses, and permits and to undertake any inspections duly requested by Developer.

D. Restriction on Assignment of Agreement.

1. General Restriction. Except as set forth in Sections X.D.2. and X.D.3., below, Developer may not assign or transfer its rights and obligations under this Agreement without the prior written consent of the City (which such consent, following substantial completion of the Project, shall not be unreasonably withheld, conditioned or delayed). Upon an assignment or transfer of Developer's rights and obligations under this Agreement in violation of this Section X.D.1., this Agreement shall terminate at the option of the City and be of no further force and effect.

2. Permitted Assignments. Following substantial completion of the Project, Developer may assign all of its rights and obligations to an Affiliate, without the prior written consent of the City, so long as the proposed Affiliate assignee agrees in writing to assume all of Developer's rights and obligations under this Agreement, Developer conveys the Property to the Affiliate assignee, Developer provides the City with timely written notice and a copy of such fully executed assignment and assumption agreement.

3. Collateral Assignment of Development Agreement. Developer may assign its rights and obligations under this Agreement to a lender or lenders, solely for purposes of providing collateral security for a loan issued to Developer for the purposes of the construction and development of the Project. Any such assignment shall be contingent upon, or become effective only following, an event of default Developer under the terms of the loan. So long as Developer has notified the City of the identity and contact information for its lender, the City will use reasonable efforts to notify Developer's lender of any Event of Default by Developer hereunder. Any such assignment shall be of the right to receive payments on the City Contribution only, and no such assignment shall relieve Developer of any of its obligations to the City hereunder.

E. Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control (each a "Force Majeure Event") including, without limitation in any way, acts of God, war, fire, or other

casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes, and/or labor disputes. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible.

F. District Information. As soon as practicable, but no later than December 15 of each calendar year, the City shall provide to Developer the information pertaining to the Available Tax Increment for the calendar year of the request; provided, however, the City is only required to submit information in its possession and is not required to reply to any request prior to December 15 of any calendar year.

G. Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.

H. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

I. Delivery of Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, sent by overnight delivery service, or faxed to the parties' respective addresses as follows, provided any notice given by facsimile is also given by one of the other methods:

To the City: City of Oshkosh
City Attorney's Office
215 Church Avenue
Post Office Box 1130
Oshkosh, WI 54903-1130
Attn: City Attorney

With a copy to: Godfrey & Kahn, S.C.
100 W. Lawrence Street
Appleton, WI 54911
Attn: Michael J. Lokensgard

To Developer: Boat Works LLC
3385 Casey Trail
Oshkosh, WI 54904
Attn: Chet Wesenberg

With a copy to:

and shall be deemed given upon personal delivery, the first business day after certification or registration, the first business day after deposit with the overnight delivery service, and upon acknowledgement of receipt by facsimile or electronic mail (provided notice is promptly sent by one of the other methods).

J. Entire Agreement. This Agreement and all other documents and agreements expressly referred to herein, contain the entire agreement between Developer and the City with respect to the matters set forth herein. This Agreement may be modified only in writing signed by all parties.

K. Law Applicable. This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

L. Originals and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

M. Amendments to Agreement. This Agreement shall not be amended orally but only by the written agreement of the parties signed by the appropriate representatives of each party and with the actual authority of each party.

N. Limitation on Liability. The parties acknowledge and agree that in carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the either parties' officers, members, agents, employees, or representatives, it being understood and agreed that in such matters they act as agents and representatives of the applicable party.

O. No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.

P. Recording of Agreement. The parties hereto agree that at the City's option a memorandum of this Agreement may be recorded on the record title to the Property. Developer shall upon request of the City execute and deliver any such memorandum or other document in connection with such recording.

Q. Developer's Obligations Run with the Land. Developer's obligations under this Agreement and all consents, obligations, waivers, restrictions, and other requirements of Developer as set forth in this Agreement, shall be deemed to be covenants running with the land and shall be binding upon the Property and the successors, assigns, and other transferees of Developer. The rights and benefits conferred upon Developer shall not be covenants running with the land and shall not inure to the successors, assigns, or other transferees of Developer, except as set forth in Section X.D, above.

R. Severance. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

S. Third Parties. This Agreement is made for the exclusive benefit of the parties hereto, and their permitted assignees (as set forth in Section X.D.), and is not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party, except as set forth in Section X.D.

T. Neutral Construction. This Agreement is the result of a negotiated agreement by the parties and prior to the execution of this Agreement each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any portion thereof or attachment hereto.

[Signatures Begin On Next Page]

CITY OF OSHKOSH, WISCONSIN

By: _____
Mark A. Rohloff, City Manager

By: _____
Diane Bartlett, City Clerk

Approved as to form:

By: _____
Lynn A. Lorenson, City Attorney

STATE OF WISCONSIN }
 }
 } SS
COUNTY OF WINNEBAGO }

Personally came before me this _____ day of _____, 2024, the above named Mark A. Rohloff and Diane Bartlett, to me known to be the City Manager and City Clerk, respectively, of the City of Oshkosh, Wisconsin, and the persons who executed the foregoing instrument.

* _____
Notary Public, State of Wisconsin
My Commission: _____

**REDEVELOPMENT AUTHORITY OF
THE CITY OF OSHKOSH, WISCONSIN**

By: _____
_____, Chair

By: _____
_____, Executive Director

STATE OF WISCONSIN }
 }
 } SS
COUNTY OF WINNEBAGO }

Personally came before me this _____ day of _____, 2024, the above named _____ and _____, to me known to be the Chair and Executive Director, respectively, of the Redevelopment Authority of the City of Oshkosh, Wisconsin, and the persons who executed the foregoing instrument.

* _____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

Site Plan

East Side



West Side

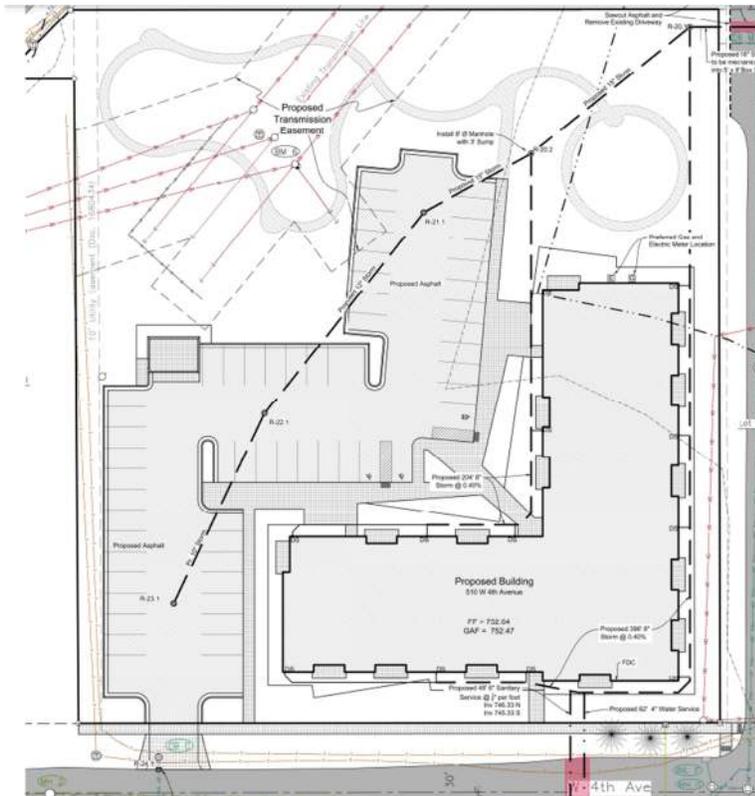


EXHIBIT A-1

Legal Description of Property

Lot Three (3), Certified Survey Map No. 6905, recorded with the Winnebago County Register of Deeds as Document No. 1679243, City of Oshkosh, Winnebago County, Wisconsin;

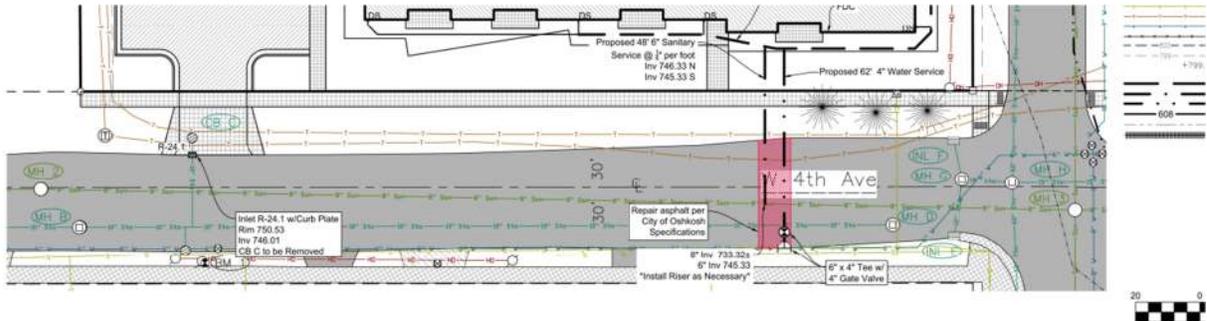
AND

Lot One (1), Certified Survey Map No. 8021, recorded with the Winnebago County Register of Deeds as Document No. 1902488, City of Oshkosh, Winnebago County, Wisconsin.

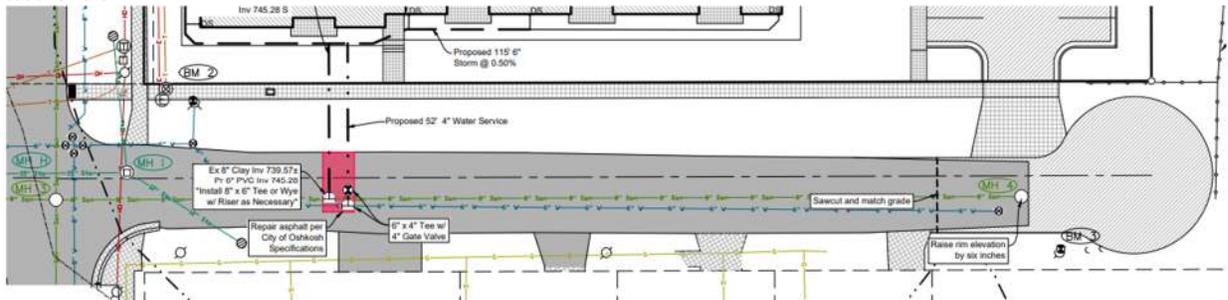
EXHIBIT B

City Right of Way Work

West Side



East Side



The City will complete the following work:

1. Install a cul da sac bulb at the end of West 4th Avenue
2. Repair asphalt in West 4th Avenue per City Specifications
3. Install driveways and driveway aprons per approved site plans
4. Install sidewalks and sidewalk connections to site
5. Restoration of right of way

The Developer will complete the following work and be reimbursed by the City:

1. Install utility laterals from utility main in the right of way to the property line

EXHIBIT C

Estimate of Property Project Costs

Detailed Project Budget		
	Amount	Notes
Acquisition & Site Prep		
Building / Land Acquisition	-	
Site/Environmental Remediation	1,656,052	
Subtotal	\$1,656,052	
Soft Costs/Fees		
Developer Fee	746,480	
Appraisal	9,000	2 x \$4.5K
A&E	466,550	
Insurance	5,500	
Building Permit	25,000	
CLOMR / LOMA/LOMR	40,000	
Finance Fees	10,000	
Construction Interest	40,000	
Marketing	4,000	
Real Estate Taxes	5,000	Jan-20
Legal & Professional Sevices	10,000	
TIF Municipal Consultant Fee	5,000	
Contingency	100,000	
Subtotal	\$1,466,530	
Hard Costs		
Apartments	7,424,948	
Construction Profit	746,480	
Culdesac	50,000	
Other right-of-way	150,000	
Construction Contingency	186,620	
Subtotal	\$8,558,048	
Total Project Costs	\$11,680,630	

EXHIBIT D

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

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Principal Amount</u>
1	_____	\$4,000,000.00

FOR VALUE RECEIVED, the City of Oshkosh, Winnebago County, Wisconsin (the “City”), promises to pay to BOAT WORKS LLC (the “Developer”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Principal Amount from time to time outstanding hereunder, on the dates hereinafter provided, subject to the terms and conditions of this Municipal Revenue Obligation (“MRO”).

This MRO is issued pursuant to the terms of a Tax Incremental District No. 29 Development Agreement dated as of _____, 2024 among the City, the Redevelopment Authority of the City of Oshkosh, Wisconsin, and Developer (“Development Agreement”). Capitalized terms used herein without definitions have the meanings ascribed to them in the Development Agreement.

This MRO shall be payable in installments on [November 1, 2027] and each November 1 thereafter (the “Payment Dates”) during the Payment Term in an amount equal to the Available Tax Increment for the prior year provided that such payments are due under the Development Agreement. Payments on this MRO shall be made only to the extent that the City has received Available Tax Increment. Payments in the amount of Available Tax Increment shall be paid on each Payment Date until the first to occur of (i) payment in full of the entire Principal amount set forth above, or (ii) the end of the Payment Term. The City shall have no obligation to pay any amount of this MRO which remains unpaid after the final Payment Date of November 1, 2044. This MRO shall not bear interest.

This MRO has been issued to finance projects within the City’s Tax Incremental District No. 29 (“District”) and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the Resolution adopted on _____ by the Common Council of the City (the “Resolution”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Development Agreement.

This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Project located within the District and appropriated by the Common Council to the payment of this MRO (the “Revenues”). Reference is hereby made

to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

The City makes no representation or covenant, express or implied, that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the Common Council, of Available Tax Increment to make payments due on this MRO. When the amount of Revenues have been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Section IX.B.1 of the Development Agreement, the City shall have no obligation to make payments on this MRO in the event of certain defaults under the Development Agreement.

This MRO is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated, incorporated or referenced herein. This MRO is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this MRO. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

Subject to the foregoing, the City may, at its option, prepay this MRO at any time.

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This MRO may be transferred or assigned, with the consent of the City, which consent shall not be unreasonably withheld. Interests in this MRO may not be split, divided or apportioned. In order to transfer or assign the MRO, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the City Council of the City of Oshkosh has caused this MRO to be signed on behalf of the City by its duly qualified and acting 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

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the City Clerk of the City of Oshkosh, Winnebago County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon representation of this MRO together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration

Name of Registered Owner

Signature of City Clerk

EXHIBIT E

Projected District Revenue and Expenses

Project Year	TIF Year	Calendar	Value of		TID Interim Rate/\$1000	Project Tax Proceeds	Tax Entities	Increment	City Fee	Incentive
			Project'	Increment						
1		2025	-	-	21.000	-	-	-	-	-
2	1	2026	3,728,300	3,728,300	21.000	78,294	-	78,294	7,829	70,465
3	2	2027	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
4	3	2028	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
5	4	2029	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
6	5	2030	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
7	6	2031	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
8	7	2032	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
9	8	2033	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
10	9	2034	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
11	10	2035	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
12	11	2036	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
13	12	2037	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
14	13	2038	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
15	14	2039	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
16	15	2040	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
17	16	2041	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
18	17	2042	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
19	18	2043	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
20	19	2044	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185

EXHIBIT F

Developer's Actual Project Costs for Verification

Total Land Acquisition Costs

Purchase Price	\$ _____
Title Insurance	\$ _____
Commissions	\$ _____
Due Diligence and Closing Costs	\$ _____
Legal Fees	\$ _____
Other Acquisition Costs	\$ _____

TOTAL LAND ACQUISITION COSTS: \$ _____

Total Soft Costs

Architectural & Engineering	\$ _____
Environmental Investigations	\$ _____
Other Consultants	\$ _____
Legal & Accounting	\$ _____
Insurance	\$ _____
Property Taxes	\$ _____
Bonds	\$ _____
Permits	\$ _____
Marketing & Advertising	\$ _____
Developer Fees	\$ _____
Outside Consulting Fees	\$ _____
Property Taxes	\$ _____
Financing Fees and Costs	\$ _____
Other Soft Costs	\$ _____

TOTAL SOFT COSTS: \$ _____

Total Hard Costs

Site Preparation	\$ _____
Materials	\$ _____
Construction Costs	\$ _____
Environmental Remediation	\$ _____
Landscaping	\$ _____
Equipment Costs	\$ _____
Utility/Tap Fees	\$ _____
Other Hard Costs	\$ _____

TOTAL HARD COSTS: \$ _____

Other Costs [to be itemized]

\$ _____
\$ _____
\$ _____
\$ _____

TOTAL OTHER COSTS:

\$ _____

EXHIBIT G

City Loan Promissory Note

PROMISSORY NOTE

\$360,000 _____, 202__

THE UNDERSIGNED, BOAT WORKS LLC, a Wisconsin limited liability company with an address of 3385 Casey Trail, Oshkosh, Wisconsin 54094 (the "Borrower") promises to pay to order of the City of Oshkosh, Wisconsin, a municipal corporation with an address of 215 Church Avenue, Post Office Box 1130, Oshkosh, Wisconsin 54903 (the "Lender"), the sum of THREE HUNDRED SIXTY THOUSAND AND No/100 DOLLARS (\$360,000.00) (the "City Loan"), or such lesser amount as shall have been disbursed to Borrower by Lender.

The entire principal balance of this Note, if not sooner paid or declared to be due in accordance with the terms hereof and of that certain Development Agreement between the Borrower and the Lender dated of even date herewith (the "Development Agreement") shall, together with any other amounts due and payable hereunder or under the Development Agreement, be due and payable on _____ (the "Maturity Date")¹.

This Note shall not bear interest. Except as set forth herein, no payments shall be due on this Note until the Maturity Date. Borrower may prepay some or any portion of this Note at any time, without penalty.

All payments due under this Note shall be made without demand.

This Note shall be immediately due and payable in full upon any event of default by Borrower under the Development Agreement. Any amounts not paid when due, whether on the Maturity Date or earlier as a result of Borrower's default under the Development Agreement, shall bear interest at the rate of twelve percent (12%).

Borrower's obligations under this Note are secured pursuant to the terms and conditions of a mortgage dated of even date herewith in the form attached hereto as Exhibit A.

Borrower waives presentment for payment, notice of dishonor, presentment, notice of protest, protest, and all diligence of collection.

All payments shall be made in immediately available funds, at the address of Lender first set forth above. The holder of this Note may, from time to time, designate in writing such other place for payment as it may select.

¹ Maturity Date to be the seventh (7th) anniversary of the Completion Date, as that term is defined in the Development agreement.

The undersigned shall pay all costs of collection, before and after judgment, including reasonable attorneys' fees.

This Agreement has been delivered to Lender and accepted by Lender in the State of Wisconsin. If there is a lawsuit arising from this Agreement, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Winnebago County, Wisconsin. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

In case any one or more of the provisions contained in this Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Note shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included.

The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

BOAT WORKS LLC

By: _____
Name: _____
Title: _____

Exhibit A to City Loan Promissory Note

Mortgage

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

("Mortgagor," whether one or more) mortgages to _____,
_____,
its successors or assigns ("Mortgagee," whether one or more), to secure
payment of \$ _____ evidenced by a note or notes, or other
obligation ("Obligation") dated _____,
executed by _____

to Mortgagee, and any extensions, renewals and modifications of the Obligation
and refinancings of any such indebtedness on any terms whatsoever (including
increases in interest) and the payment of all other sums, with interest, advanced
to protect the Property and the security of this Mortgage, and all other amounts
paid by Mortgagee hereunder, the following property, together with all rights
and interests appurtenant thereto in law or equity, all rents, issue and profits
arising therefrom, including insurance proceeds and condemnation awards, all
structures, improvements and fixtures located thereon, in _____
County, State of Wisconsin ("Property"):

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

This _____ homestead property.
(is) (is not)

This _____ a purchase money mortgage.
(is) (is not)

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are _____;

(7) the address of the secured party is _____.

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated _____.

_____(SEAL)_____(SEAL)
* _____ *

_____(SEAL)_____(SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

authenticated on _____.

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____,
the above-named _____,
_____ to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
MORTGAGE STATE BAR OF WISCONSIN FORM NO. 21-2003

* Type name below signatures.

**TAX INCREMENTAL DISTRICT NO. 29
DEVELOPMENT AGREEMENT
(BOAT WORKS REDEVELOPMENT PROJECT)**

This Development Agreement (the “Agreement”) is made this ___ day of September, 2024 (the “Effective Date”), by and among the CITY OF OSHKOSH, WISCONSIN, a Wisconsin municipal corporation, the REDEVELOPMENT AUTHORITY OF THE CITY OF OSHKOSH, WISCONSIN (the “RDA,” and, collectively with the City of Oshkosh, Wisconsin, the “City”), and BOAT WORKS LLC, a Wisconsin limited liability company (“the “Developer”).

RECITALS

WHEREAS, in 2016, the City established Tax Incremental District No. 29 (the “District”) as a 36 acre blighted area district in which at least fifty percent (50%) of the property within the District is a blighted area, as that term is defined by Wis. Stat. Sec. 66.1105(2)(ae), and in which certain costs incurred for redevelopment of the District may be reimbursed from property tax increment as provided by State law; and

WHEREAS, Developer is acquiring from the City two (2) parcels of real property located within the District, which parcels are identified on the site plan attached hereto as Exhibit A (the “Site Plan”) and are legally described on Exhibit A-1 attached hereto (the “Property”); and

WHEREAS, Developer has approached the City indicating a desire to develop and construct on the Property, in two (2) phases, a multifamily project consisting of approximately 60 residential units with surface parking lots, other infrastructure, and site improvements, all in accordance with applicable City ordinances and City-approved plans (the “Project”); and

WHEREAS, Developer will not undertake the development of the Project but for its reliance upon receiving tax increment financing to assist in the funding of a portion of Developer's acquisition, development and operation costs for the Property, all as described below; and

WHEREAS, the City is authorized to enter into contracts necessary and convenient to implement the purpose of a Tax Incremental District, including the ability to provide development incentives and cash grants to owners, lessees, or developers of land located within the District; and

WHEREAS, the uses of the Property contemplated by this Agreement are necessary and desirable to serve the interests of the City and its residents by expanding the tax base of the City, providing additional development opportunities, and providing a financing mechanism to make certain public improvements, all consistent with the purpose of a Tax Incremental District under Section 66.1105, Wisconsin Statutes; and

WHEREAS, based upon the City's desire to redevelop the District and to obtain the economic benefits to be generated from the Project, the City is willing to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the terms and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

I. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

A. Agreement. “Agreement” means this document and all of its component parts and exhibits.

B. Available Tax Increment. “Available Tax Increment” means an amount equal to ninety percent (90%) of the annual gross Tax Increment revenues actually received and retained by the City which are generated by the Property and improvements located thereon in the immediately preceding calendar year, plus any PILOT amounts paid thereon.

C. Case Closure. “Case Closure” has the meaning set forth in Wis. Stat. Sec. 292.12.

D. City Contribution. “City Contribution” means payments to be provided from the City to Developer from Available Tax Increment pursuant to the terms of this Agreement, in a total amount not to exceed Two Million Seven Hundred Sixty Five Thousand One Hundred Fifty Nine and No/100 Dollars (\$2,765,159.00).

E. City MRO. “City MRO” means the Municipal Revenue Obligation issued by the City to Developer as evidence of the City's limited obligation to pay the City Contribution as described in Section IV.B. below, and in substantially the form of Exhibit D attached hereto and incorporated herein. The City MRO shall be issued pursuant to Section 66.0621 of the Wisconsin Statutes, shall not constitute an indebtedness of the City, and shall be payable, subject to contingencies, solely from the limited sources and to the extent provided in this Agreement and the City MRO.

F. District. “District” means all of the property included in Tax Incremental Finance District No. 29 as described in the Project Plan.

G. Existing Environmental Conditions. “Existing Environmental Condition” means the occurrence of Hazardous Substances on the Property as described in Wisconsin Department of Natural Resources activity BRRTS# 02-71-590636 (Boat Works (Former) – LGU)).

H. Ground Lease. “Ground Lease” means a ground lease to be entered into by and between the City and Developer, pursuant to which Developer will lease the Property from the City until the condition(s) set forth in Article V, below, are met.

I. Hazardous Substances. “Hazardous Substances” means toxic, hazardous, and/or regulated substances, pollutants, or contaminants, whether present in the soil or groundwater at, under, or migrating from or to the Property.

J. Maximum Monthly Rental Rate. “Maximum Monthly Rental Rate” means an amount equal to (i) one hundred twenty percent (120%) of the Median Family Income for the

Oshkosh – Neenah Metropolitan Statistical Area, as established by the U.S. Department of Housing and Urban Development, (ii) multiplied by 0.3, and (iii) divided by 12.

As an example, the current Median Family Income for the Oshkosh – Neenah MSA is \$99,100. 120% of \$99,100 is \$118,920. 30% of \$118,920 is \$35,676. \$35,676/12 is \$2,973, which would be the Maximum Monthly Rental Rate chargeable by Developer for a unit during the term of this Agreement as set forth in Section III.D.1., below.

K. Payment Dates. “Payment Dates” means November 1 of each year, commencing on November 1, 2027, up to and including November 1, 2044.

L. Payment Term. “Payment Term” means the term commencing on the first day of the third November after the Effective Date and continuing on each Payment Date thereafter until the first to occur of the following: (i) payment to Developer of the entire amount of the City Contribution, or (ii) November 1, 2044.

M. Project Plan. “Project Plan” means the “Project Plan – Tax Incremental District No. 29 (Morgan Redevelopment)” prepared by Ehlers, Inc. dated June 7, 2016, as adopted by the City’s Common Council on July 12, 2016 and approved by the Joint Review Board on August 2, 2016.

N. Project Costs. “Project Costs” means the total of all hard costs and soft costs of acquiring and constructing the Project, including all capital expenditures (or expenditures that could be treated as capital expenditures) and preliminary expenditures (such as architectural, engineering, environmental studies, surveying, soil testing, attorneys’ fees and expenses, expenses related to obtaining a Case Closure for the Existing Environmental Condition (as required under Section V.A. below) and similar costs that are incurred in connection with the construction of the Project) and all other direct and indirect costs of development of the Project. Developer’s initial estimate of Project Costs is attached hereto as Exhibit C.

O. Tax Increment. “Tax Increment” has the same meaning as defined in Section 66.1105(2)(i) of the Wisconsin Statutes.

P. Tax Increment Law. “Tax Increment Law” means Section 66.1105 of the Wisconsin Statutes.

II. GROUND LEASE; PROPERTY ACQUISITION. On or promptly following the Effective Date, the City and Developer will enter into the Ground Lease, which will contain terms reasonably satisfactory to the City (as ground lessor) and Developer (as ground lessee), including, but not limited to, the following:

1. A term of fifty (50) years, commencing on the date that the Ground Lease signed, but terminable upon the conveyance of the Property by the City to Developer pursuant to Article V., below.

2. Base rent of \$1.00 per year.

3. Developer will be responsible for all general property taxes on the Property (or, if such land is exempt from general property taxes, additional rent in an amount equal to what such taxes would have been if the Property was not tax exempt), which accrue during the term of the Ground Lease.

4. The City will retain a right of access to the Property, upon providing written notice to Developer (which may be by electronic mail), to the extent necessary for the City to perform any of its obligations under this Agreement and any obligations that it has with respect to the RDA Environmental Matter (as that term is defined in Section V.C., below).

5. The Ground Lease shall terminate in the event that the Project is abandoned by Developer.

6. Developer may purchase the Property at any time for \$1.00 and shall be required to purchase the Property upon receipt of a Case Closure.

III. DEVELOPER'S OBLIGATIONS.

A. Project Construction. Developer shall commence construction of at least one (1) phase of the Project no later than December 31, 2024. Subject to the terms and conditions set forth in this Agreement, construction of a second phase shall commence no later than December 31, 2025. Developer shall diligently pursue completion of construction of the Project in accordance with applicable City ordinances and City-approved plans for the Property so that, subject to the terms and conditions set forth in this Agreement, construction of both phases of the Project shall be substantially completed by June 30, 2027 (the "Completion Date"). With respect to the development of the Project under this Section III.A., Developer agrees that it shall expend Project Costs in an amount of not less than \$11,000,000.00 (the "Minimum Project Cost"). Developer's obligations to commence and complete construction under this Section III.A. are subject to Developer's timely receipt of all approvals, licenses and permits necessary or appropriate in connection with Developer's development of the Project. For purposes hereof, "commencement of construction" shall mean the start of site improvements such as site grading or clearing and fencing and "substantially complete" shall mean the issuance of a certificate of occupancy, including a temporary certificate of occupancy.

B. Costs and Expenses. Developer shall be responsible for all costs related to the Project and any other work to be performed by Developer under this Agreement, including all engineering, inspections, materials, labor, on-site management of Hazardous Substances (subject to Article V below), all costs of obtaining a Case Closure with respect to the Existing Environmental Condition (subject to Article V, below), and otherwise complying with all continuing obligations which may be imposed in connection with the Case Closure. Furthermore, Developer shall be responsible for payment of all City fees including building permit fees, zoning and sign permit fees, electrical and plumbing fees.

C. Submission and Verification of Project Cost Information. Developer shall submit evidence of all Project Costs which it intends to serve as the basis for the City Contribution to the City promptly following the completion of each phase of the Project. Each submission shall be on the form attached hereto as Exhibit F and shall include evidence of payment of all invoices,

together with copies of lien waivers from each contractor or other payee having lien rights. All such Project Costs shall be subject to verification by the City.

D. Rental Requirements; Submission of Rental Information.

1. During the term of this Agreement, the monthly rent charged by Developer for any unit within the Project shall not exceed the Maximum Monthly Rental Rate. For each lease within the Project, the Maximum Monthly Rental Rate shall be calculated as of the first day of the month in which term of such lease commences.

2. On or before June 30 of each year during the term of this Agreement, Developer shall provide a report to the City, setting forth the Maximum Monthly Rental Rate in effect for each month of the twelve (12) month period then ended, the rental rate being charged for each unit within the Project on such date, and the number of units vacant on such date.

IV. CITY CONTRIBUTION AND OBLIGATIONS.

A. Right of Way Construction. The City shall complete the work within the West Fourth Avenue right of way described on Exhibit B attached hereto. Such work will be completed on or before June 30, 2026.

B. City Contribution. In each year beginning in 2027 and ending in 2044 (or, if earlier, when the total amount of the City Contribution has been reimbursed to Developer under this Agreement), in consideration of Developer undertaking its obligations under this Agreement, the Available Tax Increment shall be applied to make payments under this Agreement to pay Developer the City Contribution. The City Contribution constitutes eligible Project Costs within the meaning of Section 66.1105(2) of the Wisconsin Statutes. The first payment shall not be made until November 1, 2027, provided that there is Available Tax Increment. Such payments shall be made in accordance with the terms of this Agreement, as further described in this Section IV.B. and the City MRO. The City Contribution shall be paid by the City only out of Available Tax Increment, subject to the provisions of this Agreement and the City MRO. The City Contribution is a special and limited obligation of the City, and not a general obligation of the City. The City Contribution shall not bear interest.

Developer acknowledges that, subject to the provisions of this Agreement: (i) all payments of Available Tax Increment are subject to future annual appropriation of said amounts by the City Common Council to payment hereunder; (ii) only the Available Tax Increment generated by the Property (and all improvements thereon) shall be used to make payments to Developer; and (iii) if, on November 1, 2044, the amount of Available Tax Increment to be paid under this Agreement proved insufficient to pay the entire City Contribution, the City shall have no obligation or liability therefor. With respect to clause (i), above, the City covenants and agrees as follows: (a) the City Manager or his or her designed representative shall include the payment of the entire Available Tax Increment for each year included during the Payment Term in the applicable budget request recommendation for the following year's budget; (b) if the City's annual budget does not in any year provide for appropriation of Available Tax Increment sufficient to make the payment due to Developer in that year, the City will use its diligent, good faith efforts to notify Developer of that fact at least thirty (30) days prior to the date the budget is presented to

the City Common Council for final approval; and (c) Available Tax Increment shall not be used to pay any other project costs of the District until the City has applied to the payment due hereunder, in any year, the Available Tax Increment generated by the Property that this Agreement provides will be applied to payment due hereunder. Developer further acknowledges that, as a result of the special and limited nature of the City's obligation to pay the City Contribution, Developer's receipt of the City Contribution also depends on factors including future mill rates, changes in the assessed value of the Property, failure of the Project to generate Tax Increment at the rate expected by Developer, changes in the Tax Increment Law, and other failures beyond the City's or Developer's control.

The payment of the City Contribution shall be subject to the following conditions and limitations:

1. On each Payment Date during the Payment Term and subject to the provisions of this Agreement, the City shall pay a portion of the City Contribution equal to the amount of Available Tax Increment appropriated by the City Common Council for the payment due that Payment Term year.

2. The City shall take no action to terminate or dissolve the District prior to July 12, 2043, unless the City first pays the outstanding balance due under the City Contribution, subject to the provisions of this Agreement, including, but not limited to, the annual appropriation of the City Common Council of such outstanding balance due.

Attached hereto as Exhibit E is the City's projection of revenues and expenditures for the District over its term, with the City Contribution labeled as "Municipal Revenue Obligation" thereon. Exhibit E is provided for illustrative purposes only, and Developer acknowledges that the amounts set forth thereon are estimates only.

C. City Contribution not to be Considered Indebtedness. In no circumstances shall the amount of the City Contribution due Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment which is appropriated by the City Common Council for payment of such amounts and only to the extent as provided in this Agreement. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than Tax Increment which has been appropriated for that purpose.

D. City Cooperation; Approvals. City shall timely complete all necessary or required zoning, development and use reviews for the Project, pursuant to applicable City ordinances. City shall process, on a timely basis, each and every application submitted by, through or under Developer in connection with its development of the Project, including all applications with respect to necessary or appropriate licenses and permits in connection with Developer's development of the Project. Without limitation, if an application is deemed deficient, City shall cooperate with Developer to ensure proper completion thereof. Likewise, City shall use good faith efforts to diligently process all such matters, to assist Developer's efforts to timely complete the Project as set forth in this Agreement.

E. Changes to Project Site Implementation Plan. As of the date of this Agreement, Developer contemplates that the Project will be a multi-family project consisting of approximately 60 residential units with parking lots, other infrastructure, and site improvements. Upon written request from Developer, City will cooperate with Developer with respect to modifications to the site implementation or general development plan and proposed structure, development, phasing or configuration of the remainder of the Project. The City will not unreasonably withhold its consent to requests from Developer with respect to such modifications, so long as the Project, as modified, retains the same basic character as a multi-family development and Developer does not, in any event, propose spending less than the Minimum Project Costs.

F. City Loan. In addition to the City Contribution, the City will provide a loan to Developer (the “City Loan”) in the original principal amount of Three Hundred Sixty Thousand and No/100 Dollars (\$360,000.00). The City shall make the City Loan on the Completion Date or such earlier date as the Project is substantially completed. The City Loan shall not bear interest, shall be payable in a single installment of principal on the seventh (7th) anniversary of the Completion Date, shall be secured by a mortgage of the Project in favor of the City, and shall be evidenced by a promissory note in the form attached hereto as Exhibit G.

V. ENVIRONMENTAL MATTERS.

A. Existing Environmental Condition Affecting the Property. Developer will obtain a Case Closure for the Existing Environmental Condition and shall undertake all development activities in full compliance with any continuing obligations which may be imposed upon the Property as conditions of Case Closure.

B. Provisions Applicable to Existing Environmental Condition. Developer and the City acknowledge and agree that Case Closure for the Existing Environmental Condition may be obtained through the use of institutional controls, including, without limitation, groundwater use restrictions and cap construction and maintenance requirements. Following the receipt of any Case Closure, all such institutional controls shall be the sole responsibility of Developer.

Following the obtaining of a Case Closure for the Existing Environmental Condition, Developer will be responsible for any and all claims in any way arising out of, connected with, or resulting from the Existing Environmental Condition. Developer shall indemnify, defend, and hold harmless the City and its officers, employees, contractors, and agents, and their respective successors and assigns, from and against any such claims or damages relating to Existing Environmental Condition upon which developer commences construction.

C. Conveyance of Property. Upon the issuance of a Case Closure, the City and Developer will terminate the Ground Lease and the City will convey the Property to Developer for a purchase price of \$1.00, by special warranty deed, subject to no liens or encumbrances other than utility easements of record, zoning restrictions, any restrictions imposed as a condition of Case Closure, and other matters reasonably acceptable to Developer (each, a “Permitted Encumbrance”). The City shall pay the premium for an owner’s title insurance policy in the amount of \$15,000.00, insuring that fee simple title to the Property is vested in Developer, subject

to no liens or encumbrances other than Permitted Encumbrances. Developer will be responsible for premiums for owner's and/or loan policy amounts in excess of said amount.

D. The City shall remain responsible for any claims arising out of, connected with, or resulting from the environmental condition on the RDA's adjacent property (BRRTS# 03-71-000250 (Boat Works Inc) – closed LUST site) (the “RDA Environmental Matter”), including any contamination from the RDA Environmental Matter which migrates onto the Property.

VI. APPROVALS AND DEVELOPMENT STANDARDS.

A. Approval of Public Bodies. Developer shall obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary for the City to approve the development of the Property, and any other approvals necessary to utilize the Property for the Project.

B. Acceptance of Agreement. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any additional approvals, including, but not limited to, variances, exceptions, or conditional use permits, or approve any building or use the City determines not to be in compliance with the applicable municipal codes and ordinances of the City. The City agrees to work in good faith, promptly, and diligently in connection with the issuance or grant of all such approvals, consents, permits, certificates, and any other documents as may be necessary or desirable in connection with the development, utilization, and operation of the Property and to act reasonably and expeditiously and in cooperation with Developer in connection therewith; it being understood and agreed that this provision is not intended to limit the rights of the City as more particularly set forth above or in Article IX, below.

C. Development Requirements. Developer shall use the Property for the Project and in accordance with the provisions of this Agreement, and all other applicable federal, state, county, and City laws and regulations.

D. Tax Exemption Forbearance. Developer acknowledges that the City is relying upon Developer's real property taxes to generate the Available Tax Increment to fund the City Contribution. As a result, Developer agrees that, neither Developer nor any existing or future Affiliate or related entity of Developer (collectively, “Developer Affiliates”) shall use or permit the use of any of the Property in any manner which would render any of such Property exempt from property taxation, without the prior written consent of the City, which consent may be conditioned upon the obligation of Developer, existing or future Affiliate, any related entity of Developer or any successor owner to enter into an agreement to make a payment in lieu of taxes (“PILOT”), but may not be unreasonably withheld, so long as the PILOT agreement requires a payment to the City substantially equivalent to the real estate tax payment which would be payable with respect to the portion of the Property which is exempt from taxation were such portion of the Property not tax-exempt. This provision shall continue to be applicable until the termination of the District. Any amount received by the City as a payment in lieu of taxes will be treated as additional Available Tax Increment, and subject to payment to Developer under the City MRO as provided herein.

VII. WARRANTIES AND REPRESENTATIONS.

A. Developer hereby warrants, represents, and covenants to the City:

1. Developer is a duly organized and existing limited liability company in the State of Wisconsin and authorized to transact business in the State of Wisconsin.

2. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer or its member(s) or manager(s) are necessary to authorize and approve the execution, delivery, and performance of this Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by Developer and constitute the legal, valid, and binding agreements and obligations of Developer, enforceable against Developer in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

3. There are no lawsuits filed or, to the knowledge of Developer, pending or threatened against Developer that may in any material way jeopardize the ability of Developer to perform its obligations hereunder.

4. Developer has sufficient funds through equity and debt financing sources to construct, operate, maintain, and fulfill the Project.

5. Developer shall provide, prior to execution of this Agreement, a (i) a certificate of good standing/current status issued by the appropriate government agency of the state of Developer's organization, (ii) a certificate of authority to transact business in the State of Wisconsin, if Developer is organized in a state other than Wisconsin, and (iii) a certificate of incumbency and resolutions of Developer stating who is authorized to sign on behalf of Developer and that Developer is duly authorized to enter into this Agreement and undertake all of the obligations under this Agreement together with all other agreements, documents, and contracts required to be executed in connection with the transactions arising out of this Agreement.

6. Developer shall not, prior to substantial completion of the Project, enter into any transaction which would result in a third party that is not currently an equity holder of Developer acquiring more than fifty percent (50%) of the voting equity interests in Developer, such that the current owners of Developer are no longer able to direct the activities of Developer with respect to the Project.

B. The City hereby warrants and represents to Developer that:

1. Subject to the approval of City Common Council, the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the City, and no other or further acts or proceedings of the City or its officials are necessary to authorize and approve the execution, delivery, and, subject to annual appropriation by the City Common Council, performance of this

Agreement, and the matters contemplated hereby. This Agreement, the exhibits, documents, and instruments associated herewith and made a part hereof, have, if applicable, been duly executed and delivered by the City and constitute the legal, valid, and binding agreement and obligation of the City, enforceable against the City in accordance with their respective terms, except as the enforceability thereof may be limited by applicable law and as is otherwise subject to annual appropriation by the City Common Council.

2. No special assessments or other charges of any kind have been levied against the Property with respect to the Project Costs.

VIII. CONDITIONS TO/ LIMITATIONS ON THE OBLIGATIONS.

Notwithstanding anything to the contrary set forth in this Agreement, the following is a condition to and limitation on each and all of the obligations of the City and Developer under this Agreement, and the City and Developer shall not be obligated to expend any amounts under this Agreement and may suspend or terminate this Agreement or the performance of any and all of its obligations under this Agreement, without recourse against the City or Developer, if the District is involuntarily terminated or dissolved (an “Involuntary Termination”); provided, however, the City shall first make all reasonable efforts in good faith to cure such Involuntary Termination.

IX. DEVELOPER: EVENT OF DEFAULT.

A. Event of Default. An “Event of Default” is any of the following:

1. Failure to Construct the Project. Subject to the terms of this Agreement, Developer fails to commence construction of either phase of the Project by the dates set forth in Section 3.A., above, or substantially complete the Project by the Completion Date; or

2. Taxes. Any real or personal property tax or any special assessment levied or imposed by the State, County, or City against all or any portion of the Property is not paid prior to becoming delinquent; provided that Developer shall have the right to contest the same in accordance with applicable law; or

3. Tax Exemption. All or any portion of the Property becomes tax exempt without a PILOT agreement; or

4. Breach of Agreement. Developer breaches any provision of this Agreement or its obligations under this Agreement; provided, however, that written notice of the breach has been given to Developer and Developer has failed to cure such breach within thirty (30) days or such longer period as is reasonably required under the circumstances and Developer has begun to cure such breach in good faith and is diligently continuing to cure such breach; or

5. Insolvency. Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature; (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or (iii) become the subject of an order for relief within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it in bankruptcy or any similar proceeding, and such petition, application, or proceeding shall

remain undismissed for a period of ninety (90) days or more, or Developer shall file an answer to such petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its appointment; or (vi) adopt a plan for the complete liquidation of its assets.

B. City Options upon Event of Default. Whenever an Event of Default occurs under Section IX.A, the City may take one or more of the following actions, in the City's sole and absolute discretion:

1. Suspend the performance of any and all of its undertakings and obligations under this Agreement, including, but not limited to, making any further payments under this Agreement during the pendency of the Event of Default;

2. Take any action, including legal or administrative action, at law or in equity, which may appear necessary or desirable to the City to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement or to seek remedy for its breach. Such rights and remedies shall not be exclusive of any other remedy or remedies, and such rights and remedies shall be cumulative and shall be in addition to every other right and remedy given under this Agreement or now or hereafter existing at law or in equity or by statute; and/or

3. Terminate this Agreement.

C. Delay in Exercise of Rights Not Waiver. No delay or omission to exercise any right or power accruing to the City, on the one hand, or Developer, on the other hand, upon any default by the other party shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient as long as the default is continuing.

D. Written Waiver Required. In the event this Agreement is breached by either party and such breach is expressly waived in writing by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder. A party's acquiescence in not enforcing any portion of this Agreement shall not provide a basis for the application of estoppel or other like defense or otherwise constitute waiver. Any waiver of any provision of this Agreement by the City must be express and in writing.

E. Compensation for Costs of Breach. Whenever there is an Event of Default by Developer hereunder, and the City employs attorneys or incurs other expenses for the collection of payment due or to become due for the enforcement or performance or observance of any obligation or agreement on the part of Developer contained in this Agreement, Developer shall, on demand thereof, pay to the City the reasonable fees of such attorneys and such other reasonable expenses incurred by the City.

X. MISCELLANEOUS PROVISIONS.

A. Incorporation of Attachments. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

B. Term. Unless terminated under Article IX, above, the term of this Agreement shall begin as of the Effective Date and shall continue until December 31, 2044, unless terminated earlier in accordance with the termination by the City of the District in accordance with the Tax Increment Law.

C. Review and Inspections. The City will act diligently to review all necessary approvals, licenses, and permits and to undertake any inspections duly requested by Developer.

D. Restriction on Assignment of Agreement.

1. General Restriction. Except as set forth in Sections X.D.2. and X.D.3., below, Developer may not assign or transfer its rights and obligations under this Agreement without the prior written consent of the City (which such consent, following substantial completion of the Project, shall not be unreasonably withheld, conditioned or delayed). Upon an assignment or transfer of Developer's rights and obligations under this Agreement in violation of this Section X.D.1., this Agreement shall terminate at the option of the City and be of no further force and effect.

2. Permitted Assignments. Following substantial completion of the Project, Developer may assign all of its rights and obligations to an Affiliate, without the prior written consent of the City, so long as the proposed Affiliate assignee agrees in writing to assume all of Developer's rights and obligations under this Agreement, Developer conveys the Property to the Affiliate assignee, Developer provides the City with timely written notice and a copy of such fully executed assignment and assumption agreement.

3. Collateral Assignment of Development Agreement. Developer may assign its rights and obligations under this Agreement to a lender or lenders, solely for purposes of providing collateral security for a loan issued to Developer for the purposes of the construction and development of the Project. Any such assignment shall be contingent upon, or become effective only following, an event of default Developer under the terms of the loan. So long as Developer has notified the City of the identity and contact information for its lender, the City will use reasonable efforts to notify Developer's lender of any Event of Default by Developer hereunder. Any such assignment shall be of the right to receive payments on the City Contribution only, and no such assignment shall relieve Developer of any of its obligations to the City hereunder.

E. Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control (each a "Force Majeure Event") including, without limitation in any way, acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes, and/or labor disputes. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party, and thereafter the parties shall meet and confer in good

faith in order to identify a cure of the condition affecting its performance as expeditiously as possible.

F. District Information. As soon as practicable, but no later than December 15 of each calendar year, the City shall provide to Developer the information pertaining to the Available Tax Increment for the calendar year of the request; provided, however, the City is only required to submit information in its possession and is not required to reply to any request prior to December 15 of any calendar year.

G. Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.

H. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

I. Delivery of Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered, mailed by certified or registered mail, return receipt requested, sent by overnight delivery service, or faxed to the parties' respective addresses as follows, provided any notice given by facsimile is also given by one of the other methods:

To the City: City of Oshkosh
City Attorney's Office
215 Church Avenue
Post Office Box 1130
Oshkosh, WI 54903-1130
Attn: City Attorney

With a copy to: Godfrey & Kahn, S.C.
100 W. Lawrence Street
Appleton, WI 54911
Attn: Michael J. Lokensgard

To Developer: Boat Works LLC
3385 Casey Trail
Oshkosh, WI 54904
Attn: Chet Wesenberg

With a copy to:

and shall be deemed given upon personal delivery, the first business day after certification or registration, the first business day after deposit with the overnight delivery service, and upon acknowledgement of receipt by facsimile or electronic mail (provided notice is promptly sent by one of the other methods).

J. Entire Agreement. This Agreement and all other documents and agreements expressly referred to herein, contain the entire agreement between Developer and the City with respect to the matters set forth herein. This Agreement may be modified only in writing signed by all parties.

K. Law Applicable. This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

L. Originals and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

M. Amendments to Agreement. This Agreement shall not be amended orally but only by the written agreement of the parties signed by the appropriate representatives of each party and with the actual authority of each party.

N. Limitation on Liability. The parties acknowledge and agree that in carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the either parties' officers, members, agents, employees, or representatives, it being understood and agreed that in such matters they act as agents and representatives of the applicable party.

O. No Partnership. This Agreement specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.

P. Recording of Agreement. The parties hereto agree that at the City's option a memorandum of this Agreement may be recorded on the record title to the Property. Developer shall upon request of the City execute and deliver any such memorandum or other document in connection with such recording.

Q. Developer's Obligations Run with the Land. Developer's obligations under this Agreement and all consents, obligations, waivers, restrictions, and other requirements of Developer as set forth in this Agreement, shall be deemed to be covenants running with the land and shall be binding upon the Property and the successors, assigns, and other transferees of Developer. The rights and benefits conferred upon Developer shall not be covenants running with the land and shall not inure to the successors, assigns, or other transferees of Developer, except as set forth in Section X.D, above.

R. Severance. If any portion of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

S. Third Parties. This Agreement is made for the exclusive benefit of the parties hereto, and their permitted assignees (as set forth in Section X.D), and is not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other party, except as set forth in Section X.D.

T. Neutral Construction. This Agreement is the result of a negotiated agreement by the parties and prior to the execution of this Agreement each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any portion thereof or attachment hereto.

[Signatures Begin On Next Page]

CITY OF OSHKOSH, WISCONSIN

By: _____
Mark A. Rohloff, City Manager

By: _____
Diane Bartlett, City Clerk

Approved as to form:

By: _____
Lynn A. Lorenson, City Attorney

STATE OF WISCONSIN }
 }
 } SS
COUNTY OF WINNEBAGO }

Personally came before me this _____ day of _____, 2024, the above named Mark A. Rohloff and Diane Bartlett, to me known to be the City Manager and City Clerk, respectively, of the City of Oshkosh, Wisconsin, and the persons who executed the foregoing instrument.

* _____
Notary Public, State of Wisconsin
My Commission: _____

**REDEVELOPMENT AUTHORITY OF
THE CITY OF OSHKOSH, WISCONSIN**

By: _____
_____, Chair

By: _____
_____, Executive Director

STATE OF WISCONSIN }
 }
 } SS
COUNTY OF WINNEBAGO }

Personally came before me this _____ day of _____, 2024, the above named _____ and _____, to me known to be the Chair and Executive Director, respectively, of the Redevelopment Authority of the City of Oshkosh, Wisconsin, and the persons who executed the foregoing instrument.

* _____
Notary Public, State of Wisconsin
My Commission: _____

EXHIBIT A

Site Plan

East Side



West Side

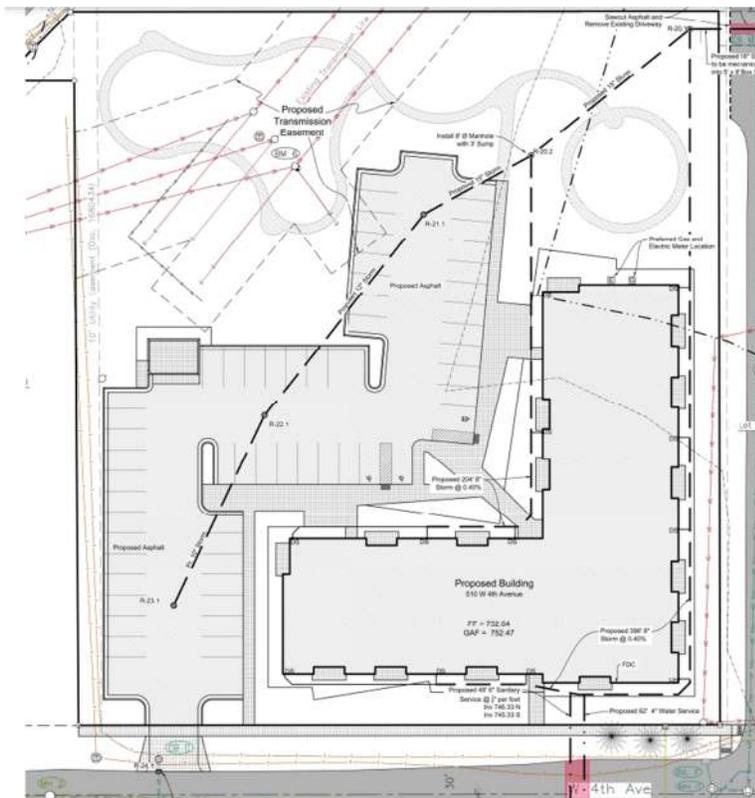


EXHIBIT A-1

Legal Description of Property

Lot Three (3), Certified Survey Map No. 6905, recorded with the Winnebago County Register of Deeds as Document No. 1679243, City of Oshkosh, Winnebago County, Wisconsin;

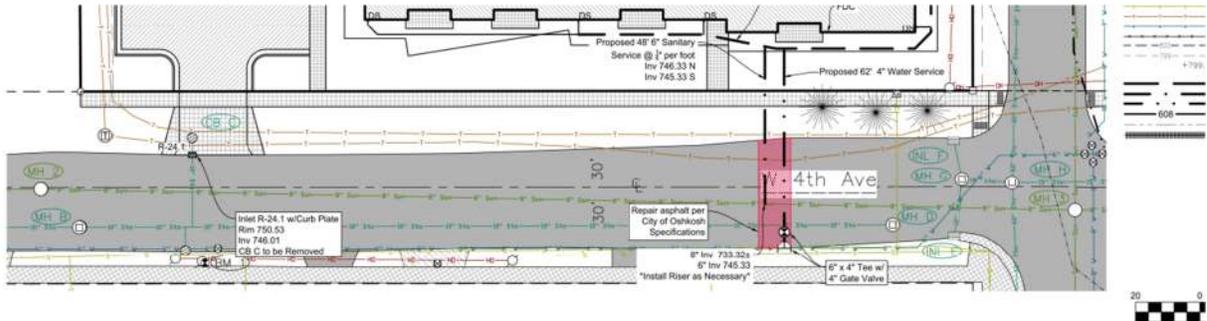
AND

Lot One (1), Certified Survey Map No. 8021, recorded with the Winnebago County Register of Deeds as Document No. 1902488, City of Oshkosh, Winnebago County, Wisconsin.

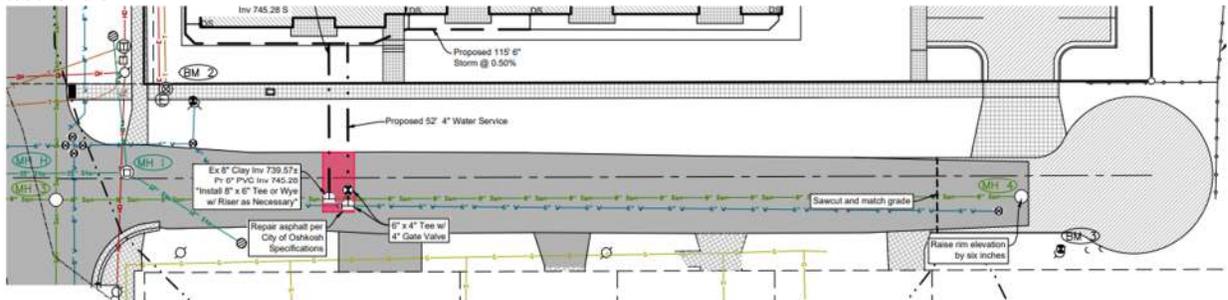
EXHIBIT B

City Right of Way Work

West Side



East Side



The City will complete the following work:

1. Install a cul da sac bulb at the end of West 4th Avenue
2. Repair asphalt in West 4th Avenue per City Specifications
3. Install driveways and driveway aprons per approved site plans
4. Install sidewalks and sidewalk connections to site
5. Restoration of right of way

The Developer will complete the following work and be reimbursed by the City:

1. Install utility laterals from utility main in the right of way to the property line

EXHIBIT C

Estimate of Property Project Costs

Detailed Project Budget		
	Amount	Notes
Acquisition & Site Prep		
Building / Land Acquisition	-	
Site/Environmental Remediation	1,656,052	
Subtotal	\$1,656,052	
Soft Costs/Fees		
Developer Fee	746,480	
Appraisal	9,000	2 x \$4.5K
A&E	466,550	
Insurance	5,500	
Building Permit	25,000	
CLOMR / LOMA/LOMR	40,000	
Finance Fees	10,000	
Construction Interest	40,000	
Marketing	4,000	
Real Estate Taxes	5,000	Jan-20
Legal & Professional Sevices	10,000	
TIF Municipal Consultant Fee	5,000	
Contingency	100,000	
Subtotal	\$1,466,530	
Hard Costs		
Apartments	7,424,948	
Construction Profit	746,480	
Culdesac	50,000	
Other right-of-way	150,000	
Construction Contingency	186,620	
Subtotal	\$8,558,048	
Total Project Costs	\$11,680,630	

EXHIBIT D

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

TAXABLE TAX INCREMENT PROJECT MUNICIPAL REVENUE OBLIGATION

<u>Number</u>	<u>Date of Original Issuance</u>	<u>Principal Amount</u>
1	_____	\$2,765,159.00

FOR VALUE RECEIVED, the City of Oshkosh, Winnebago County, Wisconsin (the “City”), promises to pay to BOAT WORKS LLC (the “Developer”), or registered assigns, but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Principal Amount from time to time outstanding hereunder, on the dates hereinafter provided, subject to the terms and conditions of this Municipal Revenue Obligation (“MRO”).

This MRO is issued pursuant to the terms of a Tax Incremental District No. 29 Development Agreement dated as of _____, 2024 among the City, the Redevelopment Authority of the City of Oshkosh, Wisconsin, and Developer (“Development Agreement”). Capitalized terms used herein without definitions have the meanings ascribed to them in the Development Agreement.

This MRO shall be payable in installments on [November 1, 2027] and each November 1 thereafter (the “Payment Dates”) during the Payment Term in an amount equal to the Available Tax Increment for the prior year provided that such payments are due under the Development Agreement. Payments on this MRO shall be made only to the extent that the City has received Available Tax Increment. Payments in the amount of Available Tax Increment shall be paid on each Payment Date until the first to occur of (i) payment in full of the entire Principal amount set forth above, or (ii) the end of the Payment Term. The City shall have no obligation to pay any amount of this MRO which remains unpaid after the final Payment Date of November 1, 2044. This MRO shall not bear interest.

This MRO has been issued to finance projects within the City’s Tax Incremental District No. 29 (“District”) and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the “Special Redemption Fund” provided for under the Resolution adopted on _____ by the Common Council of the City (the “Resolution”). This MRO is issued pursuant to the Resolution and pursuant to the terms and conditions of the Development Agreement.

This MRO does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision. This MRO shall be payable solely from Available Tax Increment generated by the Project located within the District and appropriated by the Common Council to the payment of this MRO (the “Revenues”). Reference is hereby made

to the Resolution and the Development Agreement for a more complete statement of the revenues from which and conditions and limitations under which this MRO is payable and the general covenants and provisions pursuant to which this MRO has been issued. The Resolution and Development Agreement are incorporated herein by this reference.

The City makes no representation or covenant, express or implied, that the Available Tax Increment or other Revenues will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder are subject to appropriation, by the Common Council, of Available Tax Increment to make payments due on this MRO. When the amount of Revenues have been appropriated and applied to payment of this MRO, the MRO shall be deemed to be paid in full and discharged, and the City shall have no further obligation with respect hereto. Further, as provided in Section IX.B.1 of the Development Agreement, the City shall have no obligation to make payments on this MRO in the event of certain defaults under the Development Agreement.

This MRO is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated, incorporated or referenced herein. This MRO is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this MRO. Further, no property or other asset of the City, except the above-referenced Revenues, is or shall be a source of payment of the City's obligations hereunder.

Subject to the foregoing, the City may, at its option, prepay this MRO at any time.

This MRO is issued by the City pursuant to, and in full conformity with, the Constitution and laws of the State of Wisconsin.

This MRO may be transferred or assigned, with the consent of the City, which consent shall not be unreasonably withheld. Interests in this MRO may not be split, divided or apportioned. In order to transfer or assign the MRO, the transferee or assignee shall surrender the same to the City either in exchange for a new, fully-registered municipal revenue obligation or for transfer of this MRO on the registration records for the MRO maintained by the City. Each permitted transferee or assignee shall take this MRO subject to the foregoing conditions and subject to all provisions stated or referenced herein.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this MRO have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the City Council of the City of Oshkosh has caused this MRO to be signed on behalf of the City by its duly qualified and acting 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

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

REGISTRATION PROVISIONS

This MRO shall be registered in registration records kept by the City Clerk of the City of Oshkosh, Winnebago County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this MRO may thereafter be transferred only upon representation of this MRO together with a written instrument of transfer approved by the City and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration

Name of Registered Owner

Signature of City Clerk

EXHIBIT E

Projected District Revenue and Expenses

Project Year	TIF Year	Calendar	Value of		TID Interim Rate/\$1000	Project Tax Proceeds	Tax Entities	Increment	City Fee	Incentive
			Project'	Increment						
1		2025	-	-	21.000	-	-	-	-	-
2	1	2026	3,728,300	3,728,300	21.000	78,294	-	78,294	7,829	70,465
3	2	2027	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
4	3	2028	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
5	4	2029	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
6	5	2030	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
7	6	2031	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
8	7	2032	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
9	8	2033	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
10	9	2034	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
11	10	2035	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
12	11	2036	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
13	12	2037	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
14	13	2038	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
15	14	2039	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
16	15	2040	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
17	16	2041	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
18	17	2042	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
19	18	2043	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185
20	19	2044	8,105,000	8,105,000	21.000	170,205	-	170,205	17,021	153,185

EXHIBIT F

Developer's Actual Project Costs for Verification

Total Land Acquisition Costs

Purchase Price	\$ _____
Title Insurance	\$ _____
Commissions	\$ _____
Due Diligence and Closing Costs	\$ _____
Legal Fees	\$ _____
Other Acquisition Costs	\$ _____

TOTAL LAND ACQUISITION COSTS: \$ _____

Total Soft Costs

Architectural & Engineering	\$ _____
Environmental Investigations	\$ _____
Other Consultants	\$ _____
Legal & Accounting	\$ _____
Insurance	\$ _____
Property Taxes	\$ _____
Bonds	\$ _____
Permits	\$ _____
Marketing & Advertising	\$ _____
Developer Fees	\$ _____
Outside Consulting Fees	\$ _____
Property Taxes	\$ _____
Financing Fees and Costs	\$ _____
Other Soft Costs	\$ _____

TOTAL SOFT COSTS: \$ _____

Total Hard Costs

Site Preparation	\$ _____
Materials	\$ _____
Construction Costs	\$ _____
Environmental Remediation	\$ _____
Landscaping	\$ _____
Equipment Costs	\$ _____
Utility/Tap Fees	\$ _____
Other Hard Costs	\$ _____

TOTAL HARD COSTS: \$ _____

Other Costs [to be itemized]

\$ _____
\$ _____
\$ _____
\$ _____

TOTAL OTHER COSTS:

\$ _____

EXHIBIT G

City Loan Promissory Note

PROMISSORY NOTE

\$360,000 _____, 202__

THE UNDERSIGNED, BOAT WORKS LLC, a Wisconsin limited liability company with an address of 3385 Casey Trail, Oshkosh, Wisconsin 54094 (the "Borrower") promises to pay to order of the City of Oshkosh, Wisconsin, a municipal corporation with an address of 215 Church Avenue, Post Office Box 1130, Oshkosh, Wisconsin 54903 (the "Lender"), the sum of THREE HUNDRED SIXTY THOUSAND AND No/100 DOLLARS (\$360,000.00) (the "City Loan"), or such lesser amount as shall have been disbursed to Borrower by Lender.

The entire principal balance of this Note, if not sooner paid or declared to be due in accordance with the terms hereof and of that certain Development Agreement between the Borrower and the Lender dated of even date herewith (the "Development Agreement") shall, together with any other amounts due and payable hereunder or under the Development Agreement, be due and payable on _____ (the "Maturity Date")¹.

This Note shall not bear interest. Except as set forth herein, no payments shall be due on this Note until the Maturity Date. Borrower may prepay some or any portion of this Note at any time, without penalty.

All payments due under this Note shall be made without demand.

This Note shall be immediately due and payable in full upon any event of default by Borrower under the Development Agreement. Any amounts not paid when due, whether on the Maturity Date or earlier as a result of Borrower's default under the Development Agreement, shall bear interest at the rate of twelve percent (12%).

Borrower's obligations under this Note are secured pursuant to the terms and conditions of a mortgage dated of even date herewith in the form attached hereto as Exhibit A.

Borrower waives presentment for payment, notice of dishonor, presentment, notice of protest, protest, and all diligence of collection.

All payments shall be made in immediately available funds, at the address of Lender first set forth above. The holder of this Note may, from time to time, designate in writing such other place for payment as it may select.

¹ Maturity Date to be the seventh (7th) anniversary of the Completion Date, as that term is defined in the Development agreement.

The undersigned shall pay all costs of collection, before and after judgment, including reasonable attorneys' fees.

This Agreement has been delivered to Lender and accepted by Lender in the State of Wisconsin. If there is a lawsuit arising from this Agreement, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Winnebago County, Wisconsin. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

In case any one or more of the provisions contained in this Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Note shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included.

The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

BOAT WORKS LLC

By: _____
Name: _____
Title: _____

Exhibit A to City Loan Promissory Note

Mortgage

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

("Mortgagor," whether one or more) mortgages to _____,
_____,
its successors or assigns ("Mortgagee," whether one or more), to secure
payment of \$ _____ evidenced by a note or notes, or other
obligation ("Obligation") dated _____,
executed by _____

to Mortgagee, and any extensions, renewals and modifications of the Obligation
and refinancings of any such indebtedness on any terms whatsoever (including
increases in interest) and the payment of all other sums, with interest, advanced
to protect the Property and the security of this Mortgage, and all other amounts
paid by Mortgagee hereunder, the following property, together with all rights
and interests appurtenant thereto in law or equity, all rents, issue and profits
arising therefrom, including insurance proceeds and condemnation awards, all
structures, improvements and fixtures located thereon, in _____
County, State of Wisconsin ("Property"):

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

This _____ homestead property.
(is) (is not)

This _____ a purchase money mortgage.
(is) (is not)

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are _____;

(7) the address of the secured party is _____.

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated _____ .

_____(SEAL)_____(SEAL)
* _____ *

_____(SEAL)_____(SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

authenticated on _____ .

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____ ,
the above-named _____
_____ to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
MORTGAGE STATE BAR OF WISCONSIN FORM NO. 21-2003

* Type name below signatures.

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (the “Lease”), made and entered into this [●] day of September, 2024, is by and between the CITY OF OSHKOSH, a Wisconsin municipality (the “City”) and the REDEVELOPMENT AUTHORITY OF THE CITY OF OSHKOSH (the “RDA” and, together with the City, the “Lessor”), with their principal offices located at 215 Church Ave., P.O. Box 130, Oshkosh, Wisconsin 54903-1130, and BOAT WORKS LLC (the “Lessee”):

RECITALS

A. The Lessor and Lessee have entered into that certain Tax Incremental District No. 29 Development Agreement (Boat Works Redevelopment Project) dated of even date herewith (the “Development Agreement”), pursuant to which Lessee, as Developer, is constructing, in two (2) phases, a multi-family project consisting of approximately 60 residential units, parking lots, and other infrastructure and site improvements on property presently owned by Lessor and legally described on Exhibit A attached hereto (the “Property”).

B. Pursuant to the terms of the Development Agreement, Lessee will lease the Property from Lessor until Lessee obtains a Case Closure (as that term is defined in the Development Agreement) with respect to Wisconsin Department of Natural Resources (“WDNR”) Activity BRRTS# 02-71-590636 (Boat Works (Former) – LGU) (the “Existing Environmental Condition”).

C. Lessor and Lessee are entering into this Lease in order to document the terms and conditions of Lessee’s occupancy of the Property pending receipt of the Case Closure.

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee hereby agree as follows:

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Property for the purpose of constructing the Project.
2. Term. The term of this Lease (the “Term”) shall commence on the date it is executed by all parties, (the “Commencement Date”) and shall end on the first to occur of: (a) the date that is fifty (50) years after the Commencement Date; (b) the date upon which Lessor deeds the Property to Lessee pursuant to the terms of this Lease and the Development Agreement; or (c)

the date upon which the Development Agreement is terminated in accordance with its terms.

3. Case Closure; Conveyance of Property to Lessee. Pursuant to the terms of the Development Agreement, Lessee is obligated to obtain the Case Closure. Lessee shall perform all remediation activities required by the DNR relating to the Existing Environmental Condition and shall use its best efforts to obtain the Case Closure as soon as possible following the completion of the Project. Lessor acknowledges and agrees that the Case Closure may be obtained through the use of institutional controls, including, without limitation, groundwater restrictions, and cap construction and maintenance requirements.

Upon issuance of the Case Closure by the DNR, Lessor shall convey the Property to Lessee in accordance with the provisions of Section V.C. of the Development Agreement, and this Lease shall automatically terminate.

3. Rent. During the Term, Lessee shall pay rent to Lessor at the rate of \$1.00 per year.

4. Permitted Use. Lessee shall be permitted to undertake any and all activities on the Property necessary for the construction and operation of the Project as described in the Development Agreement. Lessee shall not use, or permit others to use, the Property in a manner contrary to this Lease or the Development Agreement.

5. Lessor's Access. During the Term, Lessor shall be allowed reasonable access to the Property for any purpose related to any municipal or police power function, to meet its obligations under this Lease or the Development Agreement, or to function in its capacity as the owner of the Property. Lessor shall make all reasonable efforts to not materially disrupt Lessee's permitted use of the property.

6. Ownership of Improvements. During the Term, Lessee shall be deemed the owner of all improvements constructed on the Property by Lessee, subject to any legal rights and assignments to third parties. Upon termination of this Lease for any reason other than Lessee's acquisition of the fee interest in the Property, Lessor shall become the owner of any and all improvements on the Property, subject to the rights of any lender(s) with a leasehold mortgage.

7. Leasehold Mortgage. Lessee shall be permitted to mortgage its leasehold interest in the Property for purposes of financing the construction of the Project. Lessee shall give Lessor notice of any such mortgage. No mortgage or other encumbrance upon Lessee's leasehold interest shall encumber or affect in any way the fee interest of Lessor in the Property.

8. Condition of the Property; Construction of Improvements. Lessee has had sufficient access to the Property and accepts the Property in its current condition. Lessor makes no express or implied promises or warranties related to the condition of the Property except those set forth in the Development Agreement. Lessee assumes full and complete responsibility for all development activities, fixtures, or improvements to the Property from and after the Commencement Date. All such activities shall be carried out in full compliance with the terms of the Development Agreement. Lessee shall not permit any lien to attach to the Property, and specifically permits Lessor to post notices of non-liability/non-responsibility at the Property.

9. Insurance; Indemnity. At all times during the Term Lessee shall, at Lessee's sole cost and expense, keep and maintain in force the following policies of insurance:

a. Commercial general liability insurance having limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance naming Lessor as an additional insured shall be delivered to Lessor on or before the Commencement Date and at least thirty (30) days prior to each renewal date of such policy.

b. "All risk" property insurance in an amount equal to the full replacement value of all improvements made by Lessee on the Property. Certificate evidencing such coverage shall be delivered to Lessor on or before the Commencement Date and at least thirty (30) days prior to each renewal date of such policy.

c. Lessee shall hold Lessor harmless from and against any loss, liability, costs and expenses (including reasonable attorneys' fees) incurred by or claims against Lessor as a result of or in any way arising from (i) any occurrence, accident or injury on the Property, (ii) Lessee's or Lessee's employees, agents, contractors, or licensees' use or occupancy of the Property, (iii) any claims against Lessor which relate to the activities of Lessee, or (iv) any default by Lessee under this Lease or the Development Agreement.

10. Utilities. Lessee is responsible for paying all utilities, costs, expenses, and obligations of any kind incurred with respect to the Property during the Term.

11. Incorporation of Development Agreement. All terms of the Development Agreement pertaining to the Property are incorporated into this Lease, including, but not limited to, Lessee's representations and warranties and restrictions on Lessee's use of the Property. Lessor and Lessee may pursue any breach or default of this Lease or of the Development Agreement as allowed by law.

[SIGNATURE PAGE FOLLOWS]

CITY OF OSHKOSH, WISCONSIN

By: _____
Mark A. Rohloff, City Manager

By: _____
Diane Bartlett, City Clerk

Approved as to form:

By: _____
Lynn A. Lorenson, City Attorney

STATE OF WISCONSIN }
 }
 } SS
COUNTY OF WINNEBAGO }

Personally came before me this ____ day of _____, 2024, the above named Mark A. Rohloff and Diane Bartlett, to me known to be the City Manager and City Clerk, respectively, of the City of Oshkosh, Wisconsin, and the persons who executed the foregoing instrument.

*

Notary Public, State of Wisconsin
My Commission: _____

**REDEVELOPMENT AUTHORITY OF
THE CITY OF OSHKOSH, WISCONSIN**

By: _____
_____, Chair

By: _____
_____, Executive Director

STATE OF WISCONSIN }
 } SS
COUNTY OF WINNEBAGO }

Personally came before me this ____ day of _____, 2024, the above named _____ and _____, to me known to be the Chair and Executive Director, respectively, of the Redevelopment Authority of the City of Oshkosh, Wisconsin, and the persons who executed the foregoing instrument.

* _____
Notary Public, State of Wisconsin
My Commission: _____

Exhibit A

Lot Three (3), Certified Survey Map No. 6905, recorded with the Winnebago County Register of Deeds as Document No. 1679243, City of Oshkosh, Winnebago County, Wisconsin;

AND

Lot One (1), Certified Survey Map No. 8021, recorded with the Winnebago County Register of Deeds as Document No. 1902488, City of Oshkosh, Winnebago County, Wisconsin.



SUBJECT: Workshop on Undergrounding Utilities, October 22nd, 5:00 p.m.

DATE: September 24, 2024



SUBJECT: Presentation from Greater Oshkosh Economic Development Corporation (GO-EDC), October 22nd, in meeting

DATE: September 24, 2024



SUBJECT: City Manager Recruitment Update (Mugerauer)

DATE: September 24, 2024

Attachments

Recruitment Calendar

**Recruitment Calendar for the City of Oshkosh, Wisconsin
City Manager Position**

Date	Task
Early September 2024	<p>Consultant meets with, or teleconferences with City officials, department directors and other stakeholders, and seek input on candidate experience, background, organizational challenges, opportunities, community challenges, issues, etc.</p> <p>Consultant will also gather ideas on City Manager interview process & format.</p>
September 13, 2024	Consultant submits draft Position Announcement to City officials for review and approval.
September 16, 2024	Position Announcement ads placed; and all outreach begins.
September 20, 2024	Consultant submits draft Recruitment Profile Brochure as well as draft interview process & format to City officials for review and approval.
September 23 – 24, 2024	City reviews and approves Recruitment Profile Brochure and interview process & format; Recruitment Profile Brochure is placed on MGT/GovHR website and sent to potential candidates.
October 16, 2024	Deadline for resumes.
October 11 – November 1, 2024	Consultant reviews resumes, interviews candidates, conducts background reviews, etc. Reference checks are also conducted. Consultant narrows the field to 8 – 10 candidates for further consideration.
Week of November 4, 2024	Consultant’s recruitment portfolio of candidates received by the City. Consultant meets with Common Council to review the Recruitment Portfolio; Council selects candidates to interview and finalizes any interview process & format details.
Week of November 18, 2024	Council conducts Interviews.
Week of November 25, 2024	Council conducts 2 nd interviews, if needed.
November 28 and 29, 2024 – Thanksgiving Holiday	
Week of December 2, 2024	Employment agreement negotiated; Council approval.
Mid-late January 2025 (depending on length of notice candidate required to give current employer).	New City Manager begins employment.

Note: This timeline is projected based on ordinary circumstances and is subject to modification as necessary



SUBJECT: Joint Meeting with Transportation Committee Regarding Electric Vehicle Charging Readiness Plan, October 10, 2024, 4:00 p.m.

DATE: September 24, 2024



SUBJECT: Outstanding Issues

DATE: September 24, 2024

Attachments

Outstanding Issues 09.24.24

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. City was a sponsor of Dragon Boat Festival on September 14th.	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	Staff is working with downtown businesses to address behavior issues in public areas. Staff will propose a longer term solution in 2025 budget.
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 working 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	Next mediation session to be scheduled in late September.	10/8/2024	Closed session with Council may be needed following mediation session.
4/16/2024	DPW & Community Development	Undergrounding Utilities	Workshop planned for October 22nd.	10/22/2024	
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	Community Development Director Nieforth provided an update on the timeline to hire a consultant in the 9/10/2024 packet.	11/26/2024	
5/14/2024	Transportation	Parking Restrictions Review	Staff presented report on August 27th. Polco survey launched for community input and will run through October 27th. Meetings with neighborhood associations are planned for additional input.	11/12/2024	