OSHKOSH COMMON COUNCIL AGENDA
COUNCIL CHAMBERS, CITY HALL
OSHKOSH, WISCONSIN
December 10, 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. ***CLOSED SESSION*** (5:15 p.m., Room 402, City Hall)
The Common Council may convene into closed session pursuant to Section 19.85(1)(c) of the Wisconsin Statutes, when considering employment of any public employee over which the Common Council has jurisdiction and exercises responsibility, and under Section 19.85(1)(e) of the Wisconsin Statutes, where competitive or bargaining reasons require a closed session (specifically, to consider the appointment and salary of interim city manager).

B. ***CALL TO ORDER*** (6:00 p.m.)

C. ***ROLL CALL***

D. ***INVOCATION - VOTING FIRST***
Council Member Nichols
Invocation #1

E. ***PLEDGE OF ALLEGIANCE***
Lourdes Academy Elementary and Middle Schools

F. ***PROCLAMATIONS***

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.		October 2024 Financial Report
3.		Receipt & Filing of Minutes - Library Board • October 31, 2024 Regular Meeting • November 5, 2024 Special Meeting
4.		Receipt & Filing of Minutes - Common Council
5.		Receipt & Filing of Claim Filed with the City's Insurance Company - Ewing
6.	Res 24-637	Award Bid to MTI - Mechanical Technologies Inc. for HVAC Improvements for Field Operations Center ($24,158.00)
7.	Res 24-638	Award Bid to Cardinal Construction Company, Inc. for Signage Improvements for Oshkosh Public Museum ($50,641.00)
8.	Res 24-639	Award Bid to Various Vendors for Chemicals for the Water Filtration/Wastewater Treatment Plants for 2025 (Various Amounts)
9.	Res 24-640	Award Bid to Environet Inc. of Wisconsin for Asbestos Abatement of 929 Winnebago Avenue (former Washington Elementary School) for in Preparation for Raze and Removal of Building ($19,925.00)
10.	Res 24-641	Award Bid to Wolverine Construction LLC for Raze and Remove of 929 Winnebago Avenue (former Washington Elementary School) for Workforce Housing ($173,000.00)
11.	Res 24-642	Approve Cooperative Purchase of Two Truck Chassis from Truck Country of Wisconsin, Inc. and Two Dump Bodies, Plows, Wings, and Tailgate Spreaders from Monroe Truck Equipment for Street Division ($638,053.30)
12.	Res 24-643	Amend 2024 Capital Improvement Plan and Approve Purchase for Acquisition in 2027 the Purchase of One Ambulance from Emergency Vehicles Plus for Fire Department ($482,431.00)
13.	Res 24-644	Approve Salary Progression for City Manager in Accordance with Employment Agreement
14.	Res 24-645	Approve Professional Services Agreement with Kane Communications Group for 2025 Strategic Communications Plan ($266,500)
15.	Res 24-646	Approve Professional Services Agreement for 2025 -- 2027 Illicit Discharge Detection and Elimination Outfall Screening and Revisions to

the Ongoing Screening Program with Westwood Professional Services, Inc. ($97,130)

16. Res 24-647 Approve Acceptance of Waiver of Special Assessment Notices and Hearings for 4" Concrete Sidewalk Relating to Contract No. 24-02

17. Res 24-648 Amend Final Resolution for Special Assessments for Sidewalk (New and Rehabilitation), Sanitary Sewer Main and Laterals (New and Relay), Water Main and Laterals (New and Relay), and Storm Sewer Main and Laterals (New and Relay) Relating to Contract No. 24-02 / 543 Waugoo Avenue with Signed Waiver

18. Res 24-649 Approve Acceptance of Waiver of Special Assessment Notices and Hearings for New Water Service and New Sanitary Sewer Lateral Relating to Contract No. 24-01

19. Res 24-650 Approve Acceptance of Waiver of Special Assessment Notices and Hearings for Sanitary Sewer Lateral Relay Relating to Contract No. 24-07

20. Res 24-651 Amend Final Resolution for Special Assessments for Concrete Pavement, Asphalt Pavement, Sidewalk (New and Rehabilitation), Driveway Aprons, Sanitary Sewer Main and Laterals (New and Relay), Water Main and Laterals (New and Relay), and Storm Sewer Main and Laterals (New and Relay) Relating to Contract No. 24-07 / 616 Prospect Avenue with Signed Waiver

21. Res 24-652 Approve CIP Amendment and Approve Revision #1 to State/Municipal Financial Agreement with the Wisconsin Department of Transportation for the Resurfacing of Jackson Street from Murdock Avenue to I-41

22. Res 24-653 Award Bid for Public Works Contract No. 25-08 to Dorner, Inc. for Central Street Reconstruction ($2,502,349.20)

23. Res 24-654 Approve Professional Services Agreement with Robert E. Lee & Associates, Inc. for 2025 Environmental Monitoring Services -- Knapp Street Quarries Landfill (License 4624), Kienast-Paulus Quarries Landfill (License 4634), and Timmerman Farm Landfill (License 4203) ($109,749)

24. Res 24-655 Authorize the Director of Community Development to Sign Documentation Required for Environmental Reviews Associated with Projects Funded by Community Development Block Grant Funds

25. Res 24-656 Accept Sidewalk Easement at the Northeasterly Corner of South Main Street and East 7th Avenue (600 South Main Street) (Plan Commission Recommends Approval)

26. Res 24-657 Accept Access Easement at 420 Division Street Adjacent to the 400 Block West Parking Lot Located Over Part of the Southeasterly Portion of Vacated Ivy Place West of Division Street from Stapel Properties LLC (Plan Commission Recommends Approval)

27. Res 24-658 Grant Access Easement at 17 Church Avenue (400 Block West Parking Lot) Located Over Part of the Northerly Portion of Vacated Ivy Place

West of Division Street to 420 Division Street (Stapel Properties LLC) (Plan Commission Recommends Approval)

28. Res 24-659 Accept Water Main Easement at the Northwest Corner of West Snell Road and Jackson Street (Parcel 1260010000) from Snell Holdings LLC (Plan Commission Recommends Approval)

29. Res 24-660 Approve Specific Implementation Plan Amendment for Drive-Through Sign at 525 South Washburn Street (Plan Commission Recommends Approval)

30. Res 24-661 Approve Land Acquisitions from Part of 110 Algoma Boulevard and 138 Algoma Boulevard (Plan Commission Recommends Approval)

31. Res 24-662 Approve Land Disposition of Part of 17 Church Avenue (400 Block West Parking Lot) to 110 Algoma Boulevard (Plan Commission Recommends Approval)

32. Res 24-663 Approve Class "B" Beer Fermented Malt Beverage

33. Res 24-664 Approve Special Class "B" License(s)

I. ITEMS REMOVED FROM CONSENT AGENDA

J. PENDING ORDINANCES

34. Ord 24-665 Approve Request to Annex to the City from the Town of Oshkosh, 4434 Island View Drive, Parcel 01805930000 (Plan Commission Recommends Approval)

35. Ord 24-666 Amend Section 27A-11 of the Municipal Code to Update Parking Regulations on South Main Street Between the Fox River and W. 9th Avenue (Transportation Committee Recommends Approval)

36. Ord 24-667 Amend Section 27A-11 of the Municipal Code to Extend No Parking Regulations on the West Side of Dove Street (Transportation Committee Recommends Approval)

37. Ord 24-668 Amend Section 27-14 of the Municipal Code Truck Routes Designated (Transportation Committee Recommends Approval)

38. Ord 24-669 Amend Section 27-35 and Appendix 27B of the Oshkosh Municipal Code Pertaining to Parking Regulations Within City-Owned Parking Lots in Relation to the Construction of the New East 9th Avenue Parking Lot (Transportation Committee Recommends Approval)

39. Ord 24-670 Amend Portions of Chapter 4 of the City of Oshkosh Municipal Code Pertaining to Alcohol Beverages -- License Investigations, Granting and Issuance of Premises and Operator's Licenses

40. Ord 24-671 Create Chapter 4 Article III-A Pertaining to Alcohol Beverages - Issuance of Special Class "B" and Special "Class B" Licenses

K. ***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.)*

41. *Ord 24-672 Approve Zone Change from Institutional (I) District to Urban Mixed Use District (UMU) for Part of 240 Algoma Boulevard (Plan Commission Recommends Approval)

L. ***NEW RESOLUTIONS***

42. Res 24-673 Approve Memorandum of Understanding with The Grand Oshkosh, Inc. (TGO) for One Opera House Square Capital Project

43. Res 24-674 Approve Amendment to The Grand Oshkosh, Inc. (TGO) Lease and Operating Agreement

44. Res 24-675 Approve Combination "Class B" Beer/Liquor License Surrender, Amend Current Liquor License Business Name and Premise, and Issuance of Combination "Class B" Beer/Liquor License (X Golf)

45. Res 24-676 Appoint Interim City Manager

46. Res 24-677 Approve Specific Implementation Plan Amendment for Pylon Sign at 1290 South Koeller Street (Plan Commission Recommends Denial)

47. Res 24-678 Approve Professional Service Agreement with Associated Appraisal Consultants, Inc. for 2025 Property Assessment Revaluation ($285,000.00)

48. Res 24-679 Approve Professional Service Agreement with Associated Appraisal Consultants, Inc. for Three Year Annual Maintenance for Commercial Assessment Services ($202,500.00)

49. Res 24-680 Amend Resolution 24-413 Granting ARPA Funding for Development of a Multi-shift Child Daycare Facility, Approve City Grant Application to WEDC, and Approve City-Funded Development Grant and Development Agreement with The Corridor Development, LLC and Wisconsin Partnership for Housing Development, Inc., All in Relation to the Corridor Development to be Located in the 600 Blocks of Jefferson Avenue and North Main Street

50. Res 24-681 Approve Land Acquisition of 1226 Oshkosh Avenue, 1236 Oshkosh Avenue, Vacant Lots Previously Known as 1232 Oshkosh Avenue (Parcel 1600370000) and 1240 Oshkosh Avenue (Parcel 1600390000; ($800,000) (Plan Commission Recommends Approval)

51. Res 24-682 Approve Land Acquisition for a 5.5-Acre Portion of 3483 Jackson Street for Development of Workforce Housing (Parcel 1250160000); ($154,000) (Plan Commission Recommends Approval)

52. Res 24-683 Approve Fee Schedule for Sanitary Sewer Use Charges

53. Res 24-684 Approve Fee Schedule for Storm Water Use Charges

54. Res 24-685 Approve 2025 Fees and Charges Schedule

55. Res 24-686 Appropriate ARPA Funds for 2024 Projects in Lieu of Issuing Debt

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

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

A. West 7th Avenue Update

57. ***Future Agenda Items, Meetings, and Workshops***

A. Presentation from Oshkosh Area Humane Society (TBD)

N. ***COUNCIL MEMBER ANNOUNCEMENTS & STATEMENTS***

O. ***CITY MANAGER ANNOUNCEMENTS & STATEMENTS***

58. Professional Services Agreement with CliftonLarsonAllen (CLA) for Financial Process Improvements (estimated $25,000)

59. Professional Services Agreement with Strand Associates, Inc. (Strand) for 2025 Storm Water Management Assistance ($50,000)

60. Professional Services Agreement with Brown and Caldwell for 2025 General Storm Water Services ($50,000)

61. Professional Services Agreement with Brown and Caldwell for 2025 Site Plan Review Services ($25,000)

62. Amendment to Professional Services Agreement with AECOM for Sediment Thickness Verification and Waste Characterization of North High Detention Basin (+$6,605)

63. Outstanding Issues

P. ***MOTION TO GO INTO CLOSED SESSION*** (Room 404, City Hall)
The Common Council may convene into closed session pursuant to Section 19.85(1)(c) of the Wisconsin Statutes, when considering employment of any public employee over which the Common Council has jurisdiction and exercises responsibility, and under Section 19.85(1)(e) of the Wisconsin Statutes, where competitive or bargaining reasons require a closed session (specifically, to consider finalists for the City Manager recruitment).

Q. ***ADJOURN***

TO: Honorable Mayor and Members of the Common Council
FROM: Julie Calmes, Director of Finance
DATE: December 10, 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 $5,086,897.48

Bills paid November 22 and November 29, 2024	$3,905,822.51
Payroll paid December 06, 2024	$1,181,074.97

Attachments

11.22.2024 Checkrun
11.29.2024 Checkrun

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
12088	11/22/2024	AECOM INC	78,157.25
12089	11/22/2024	AURORA HEALTH CARE	588.00
12090	11/22/2024	CASEY M CANADY	57.62
12091	11/22/2024	CINTAS CORPORATION NO 2	894.45
12092	11/22/2024	CONVERGENT CLAIMS SERVICES, LLC	3,563.17
12093	11/22/2024	IMAGE 360 INC	4,401.00
12094	11/22/2024	DFI SOLUTIONS IN PRINT INC	6,024.32
12095	11/22/2024	EMMONS BUSINESS INTERIORS	1,146.96
12096	11/22/2024	ENVIRONMENTAL MANAGEMENT AND TESTING SERVICES	7,330.00
12097	11/22/2024	EWALD'S HARTFORD FORD LLC	110,656.00
12098	11/22/2024	FIRE APPARATUS & EQUIPMENT INC	25,525.21
12099	11/22/2024	FIRELINE SPRINKLER CORPORATION	275.00
12100	11/22/2024	FRANK CONTRACTORS LLC	2,668.68
12101	11/22/2024	GARROW OIL CORP	16,312.87
12102	11/22/2024	JEFFERSON FIRE & SAFETY	296.42
12103	11/22/2024	JOHN ZARATE	43.89
12104	11/22/2024	KERBERROSE S.C.	3,290.00
12105	11/22/2024	MACQUEEN EQUIPMENT GROUP	3,072.63
12106	11/22/2024	MCC INC	2,281.48
12107	11/22/2024	NORTHERN LAKE SERVICE INC	1,851.06
12108	11/22/2024	NORTHERN TOOL AND EQUIPMENT COMPANY INC	405.00
12109	11/22/2024	OSHKOSH CONVENTION AND VISITORS BUREAU INC	56,094.60
12110	11/22/2024	PREMISE HEALTH EMPLOYER SOLUTIONS LLC	1,772.76
12111	11/22/2024	PRIMADATA LLC	6,077.87
12112	11/22/2024	PSYCHOLOGIE CLINIQUE SC	1,830.00
12113	11/22/2024	P T S CONTRACTORS INC	713,096.25
12114	11/22/2024	REINDERS INC	68,653.89
12115	11/22/2024	RJN GROUP INC	6,135.00
12116	11/22/2024	RNOW INC	574.53
12117	11/22/2024	NES ECOLOGICAL SERVICES	21,100.00
12118	11/22/2024	SEILER INSTRUMENT AND MFG CO INC	1,390.00
12119	11/22/2024	SHERWIN INDUSTRIES INC	465.57
12120	11/22/2024	SPEEDY CLEAN DRAIN & SEWER	630.00
12121	11/22/2024	VC3 INC	6,316.00
12122	11/22/2024	WALLY SCHMID EXCAVATING INC	4,483.00
12123	11/22/2024	WI PUBLIC SERVICE CORP	8,880.98
12124	11/22/2024	WINNEBAGO COUNTY TREASURER	201.00
12125	11/22/2024	AUGUST WINTER & SONS INC	10,152.38
5003515	11/22/2024	N-CON SYSTEMS COMPANY INC	5,614.00
5003516	11/22/2024	ACCURATE SUSPENSION WAREHOUSE	493.09
5003517	11/22/2024	ALLAN C CHIZEK	259.83
5003518	11/22/2024	ALWAYS AVAILABLE SEATING LLC	650.00
5003519	11/22/2024	AMERICAN CONSERVATION & BILLING SOLUTIONS INC	4,161.00
5003520	11/22/2024	AMY E FELS	26.21
5003521	11/22/2024	AT & T	647.26
5003522	11/22/2024	BOUND TREE MEDICAL LLC	1,917.20

5003523	11/22/2024	BRIAN SCHULDES	24.95
5003524	11/22/2024	BRITTANY LEBEDA	200.00
5003525	11/22/2024	JESSICA J BROWN	45.97
5003526	11/22/2024	BZA PROPERTIES LLC	104.55
5003527	11/22/2024	CARDINAL CONSTRUCTION CO INC	16,696.80
5003528	11/22/2024	CASEY KOELBL	12.44
5003529	11/22/2024	CHRISTOPHER LANGENFELD	10.43
5003530	11/22/2024	CLINT FETTIG	100.00
5003531	11/22/2024	CONTREE SPRAYER AND EQUIPMENT COMPANY LLC	4,350.00
5003532	11/22/2024	COURTNEY DIXON	10.43
5003533	11/22/2024	CRYSTAL BATHKE	46.90
5003534	11/22/2024	DAVEL ENGINEERING AND ENVIRONMENTAL INC	9,310.00
5003535	11/22/2024	STEPHEN D AND DEBRA S JEZOWSKI	49.38
5003536	11/22/2024	DREAMS OF JEANNE LLC	32.00
5003537	11/22/2024	EFFICIENT ELECTRIC LLC	1,271.77
5003538	11/22/2024	FILEONQ INTEGRATED SOFTWARE	450.00
5003539	11/22/2024	FOCUS PROPERTIES LLC	36.43
5003540	11/22/2024	FOX VALLEY MEP INC	1,000.00
5003541	11/22/2024	FOX VALLEY TECH COLLEGE	2,485.00
5003542	11/22/2024	FRIENDS OF THE OSHKOSH SENIORS CENTER	21,508.52
5003543	11/22/2024	GARTMAN MECHANICAL SERVICES	367.00
5003544	11/22/2024	GAYLORD BROS INC	396.26
5003545	11/22/2024	GERLACH INVESTIGATIONS LLC	267.42
5003546	11/22/2024	HANNAH R MEYER	993.14
5003547	11/22/2024	HENRY SCHEIN INC	1,632.71
5003548	11/22/2024	HIGHWAY LANDSCAPERS INC	353,097.17
5003549	11/22/2024	ROAD EQUIPMENT PARTS CENTER	178.50
5003550	11/22/2024	INCHECK INC	1,444.50
5003551	11/22/2024	JACOB M SCHWARTZ	18.00
5003552	11/22/2024	JAMIN CLYDE INVESTMENTS LLC	5.92
5003553	11/22/2024	JASON ELLIS	22.78
5003554	11/22/2024	JPMBB 2015 C28 IN WA WI PROPERTIES L	364.57
5003555	11/22/2024	JUSTINE LARSON	31.46
5003556	11/22/2024	LEE RECREATION LLC	287,045.00
5003557	11/22/2024	LOCAL MODERN TITLE LLC	96.56
5003558	11/22/2024	MATTHEW PIERCE	45.25
5003559	11/22/2024	N AND M NATIONWIDE INC	1,134.43
5003560	11/22/2024	OGDEN GLAZER AND SCHAEFER	392.00
5003561	11/22/2024	RAMMER FENCE	112.00
5003562	11/22/2024	AMERICAN CONSTRUCTION SERVICES INC	631.58
5003563	11/22/2024	DIANE HEIL	15.00
5003564	11/22/2024	JEFFREY AND SANDI DAVIS	11,378.56
5003565	11/22/2024	OSHKOSH AREA HUMANE SOCIETY	280.00
5003566	11/22/2024	OSHKOSH AREA SCHOOL DISTRICT	29.12
5003567	11/22/2024	CITY OF OSHKOSH	352.50
5003568	11/22/2024	WINNEBAGO COUNTY HOUSING AUTHORITY	74.02
5003569	11/22/2024	THE GRAND OSHKOSH INC	104,080.00

5003570	11/22/2024	OSHKOSH TROPHY	78.45
5003571	11/22/2024	CITY OF OSHKOSH UTILITIES	63.89
5003572	11/22/2024	PARK 'N PRINT INC	169.00
5003573	11/22/2024	PERSONNEL EVALUATION INC	125.00
5003574	11/22/2024	PREMIER REAL ESTATE MANAGEMENT LLC	580.60
5003575	11/22/2024	R AND R PLUMBING LLC	3,442.00
5003576	11/22/2024	RAILWORKS TRACK SYSTEMS INC	24,000.00
5003577	11/22/2024	RESTORATION SYSTEMS INC	6,047.40
5003578	11/22/2024	RETTLER CORPORATION	6,700.00
5003579	11/22/2024	RIESTERER & SCHNELL INC	55.87
5003580	11/22/2024	RISE LEADERSHIP LLC	7,000.00
5003581	11/22/2024	ROBERT REWOLINSKI	75.71
5003582	11/22/2024	SOUTHSIDE TIRE CO INC	509.60
5003583	11/22/2024	SOUTHSIDE TIRE CO INC	7,891.66
5003584	11/22/2024	STEVEN J SCHAUZ	94.35
5003585	11/22/2024	SYNERCOMM INC	1,966.38
5003586	11/22/2024	T MOBILE	3,611.27
5003587	11/22/2024	THE GRAND OSHKOSH INC	93.72
5003588	11/22/2024	THE HOME DEPOT PRO	461.35
5003589	11/22/2024	THOMAS R KARRELS PE SC	25,500.00
5003590	11/22/2024	TRIPLE CROWN PRODUCTS INC	4,453.88
5003591	11/22/2024	UNITED STATES ALLIANCE FIRE PROTECTION INC	50,242.00
5003592	11/22/2024	UNITED PARCEL SERVICE	228.90
5003593	11/22/2024	WISCONSIN POLICY FORUM INC	750.00
5003594	11/22/2024	WRIGHT WEBER MANAGEMENT LLC	8.72
			2,156,844.20

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
12126	11/29/2024	ADAM KRAUSE	13.22
12127	11/29/2024	AECOM INC	38,676.03
12128	11/29/2024	AIRGAS USA LLC	3,253.52
12129	11/29/2024	BELSON CO	2,962.90
12130	11/29/2024	BEZIO ANIMAL CONTROL	3,830.00
12131	11/29/2024	CINTAS CORPORATION NO 2	863.08
12132	11/29/2024	DUNCANS WINDOW AND DOOR	1,856.61
12133	11/29/2024	ENVIROTECH EQUIPMENT	1,048.85
12134	11/29/2024	ENVISIONINK PRINTING SOLUTIONS INC	184.96
12135	11/29/2024	FACILITY ENGINEERING INC	7,090.00
12136	11/29/2024	FIRE APPARATUS & EQUIPMENT INC	3,594.52
12137	11/29/2024	FRANK CONTRACTORS LLC	6,053.40
12138	11/29/2024	FRANK'S RADIO SERVICE INC	7,554.19
12139	11/29/2024	GALLAGHER BENEFIT SERVICES INC	6,000.00
12140	11/29/2024	JAMES RABE	487.60
12141	11/29/2024	J F AHERN CO	300.00
12142	11/29/2024	MACQUEEN EQUIPMENT GROUP	777.40
12143	11/29/2024	MARK A ROHLOFF	119.20
12144	11/29/2024	MCC INC	2,434.74
12145	11/29/2024	MECHANICAL TECHNOLOGIES INC	2,487.00
12146	11/29/2024	MONROE TRUCK EQUIPMENT	96.09
12147	11/29/2024	NASSCO INC	5,250.00
12148	11/29/2024	NAVIGATE WELLNESS LLC	1,644.00
12149	11/29/2024	NAVIGATE WELLBEING SOLUTIONS	192.00
12150	11/29/2024	OSHKOSH CONVENTION AND VISITORS BUREAU INC	11,155.00
12151	11/29/2024	PREMISE HEALTH EMPLOYER SOLUTIONS LLC	94,614.99
12152	11/29/2024	QUALITY TRUCK CARE CENTER INC	2,817.85
12153	11/29/2024	RNOW INC	2,897.58
12154	11/29/2024	NES ECOLOGICAL SERVICES	135,443.14
12155	11/29/2024	ROGAN'S SHOES	516.25
12156	11/29/2024	RUCINSKYS PAINT AND DECORATING LLC	4,865.00
12157	11/29/2024	SECURIAN FINANCIAL GROUP INC	21,947.34
12158	11/29/2024	STRAND ASSOCIATES INC	134,695.43
12159	11/29/2024	ON TIME EMBROIDERY INC	1,835.00
12160	11/29/2024	UNITED RENTALS INC	78,060.25
12161	11/29/2024	VINTON CONSTRUCTION INC	683,945.75
12162	11/29/2024	WALLY SCHMID EXCAVATING INC	10,560.00
12163	11/29/2024	WI PUBLIC SERVICE CORP	5,782.26
12164	11/29/2024	WINDOW GENIE OF APPLETON AND OSHKOSH	880.00
12165	11/29/2024	WINNEBAGO COUNTY TREASURER	330.00
12166	11/29/2024	WINNEBAGO COUNTY TREASURER	150.00
12167	11/29/2024	WINNEBAGO COUNTY TREASURER	177.75
12168	11/29/2024	AUGUST WINTER & SONS INC	141,082.00
5003595	11/29/2024	1 N MAIN LLC	1,777.87
5003596	11/29/2024	AARON RODRIGUEZ	1,400.00
5003597	11/29/2024	AL DIX CONCRETE	156,648.92

5003598	11/29/2024	ANCHORAGE PROPERTIES LP	62.80
5003599	11/29/2024	ASCENSION NE WISCONSIN INC	55.49
5003600	11/29/2024	BOUND TREE MEDICAL LLC	232.88
5003601	11/29/2024	CARVER PLACE OFFICES LLC	8,750.00
5003602	11/29/2024	D AND K RENTALS	150.00
5003603	11/29/2024	DELLAS J VANDENBERG	191.61
5003604	11/29/2024	DOMINION TITLE & EXCHANGE SERVICES LLC	98.71
5003605	11/29/2024	DOMINION VOTING SYSTEMS INC	4,035.47
5003606	11/29/2024	FEED THE PEOPLE LLC	77.86
5003607	11/29/2024	FOLSKE ELECTRICAL SERVICES LLC	44,758.00
5003608	11/29/2024	FOX VALLEY TECH COLLEGE	295.00
5003609	11/29/2024	GIZMO OSHKOSH LLC	18,216.12
5003610	11/29/2024	GROUND EFFECTS OF WI INC	203.68
5003611	11/29/2024	GUARANTY TITLE SERVICES INC	168.19
5003612	11/29/2024	GUARANTY CLOSING AND TITLE SERVICES INC	5,000.00
5003613	11/29/2024	HANSON DESIGN GROUP LLC	6,000.00
5003614	11/29/2024	HENRY SCHEIN INC	2,252.03
5003615	11/29/2024	JACK CLARK	88.00
5003616	11/29/2024	JACKS MAINTENANCE SERVICE INC	1,760.00
5003617	11/29/2024	JEREMIAH K JOHNSON	90.67
5003618	11/29/2024	K AND C PEST	50.00
5003619	11/29/2024	KEEGAN WILBER	42.67
5003620	11/29/2024	BRADLEY KOLLER	71.41
5003621	11/29/2024	STEPHANIE A KRAMER	66.44
5003622	11/29/2024	LA SURE'S INC	540.75
5003623	11/29/2024	MGT IMPACT SOLUTIONS LL	10,111.50
5003624	11/29/2024	MIDWEST BUSINESS INTERIORS LLC	6,472.96
5003625	11/29/2024	MIDWEST REALTY MANAGEMENT INC	7.01
5003626	11/29/2024	MN8 FOXFIRE LUMAWARE SAFETY	278.88
5003627	11/29/2024	TITAN PROPERTY MANAGEMENT	50.00
5003628	11/29/2024	OPERATION DREAM NORTH INC	3,115.00
5003629	11/29/2024	OSHKOSH AREA HUMANE SOCIETY	350.00
5003630	11/29/2024	PARK 'N PRINT INC	126.75
5003631	11/29/2024	REGISTRATION FEE TRUST	169.50
5003632	11/29/2024	SARAH DANAHY	585.00
5003633	11/29/2024	STAR PROPERTIES OF OSHKOSH LLC	56.23
5003634	11/29/2024	ANN YORK	1,400.00
5003635	11/29/2024	TITAN PROPERTY MANAGEMENT LLC	175.50
5003636	11/29/2024	UNITED PARCEL SERVICE	162.88
5003637	11/29/2024	VON BRIESEN AND ROPER SC	2,242.50
5003638	11/29/2024	WATERMARK47 INC	1,011.00
5003639	11/29/2024	WINNEBAGO COUNTY	40,622.93
5003640	11/29/2024	WORTH IT ACCOUNTING FIRM LLC	431.20
			1,748,978.31

DATE: December 10, 2024

SUBJECT: October 2024 Financial Report

Attachments

October 2024 Monthly Financial Reports

December 10, 2024

Honorable Mayor and Members of the Common Council
City of Oshkosh, Wisconsin

Honorable Mayor and Members of the Common Council,

Attached are the Monthly Financial Reports for City for the month of October 2024.

Respectfully submitted,

Julie Calmes,
Finance Director

JC
Enc

GENERAL FUND REVENUES
UNAUDITED BUDGET STATEMENT
FOR THE MONTH ENDED OCTOBER 31, 2024

	2023				2024			
REVENUE CATEGORY	BUDGET	YEAR TO DATE	OCTOBER 2023	% BUDGET	BUDGET	YEAR TO DATE	OCTOBER 2024	% BUDGET
0100 - GENERAL FUND	**($52,282,700)**	**($39,987,808)**	**($1,453,944)**	**76.48%**	**($56,659,327)**	**($43,872,688)**	**($1,546,723)**	**77.43%**
41 - PROPERTY TAX REVENUE	($23,817,500)	($23,981,862)	($13,633)	100.69%	($24,460,000)	($43,469,931)	($18,393)	177.72%
4102 - GENERAL PROPERTY TAX-CITY	($23,435,500)	($23,435,500)	$0	100.00%	($24,020,000)	($24,486,431)	$0	101.94%
4108 - MOBILE HOME FEES	($152,000)	($163,747)	($12,848)	107.73%	($190,000)	($24,020,000)	($14,058)	12642.11%
4118 - PMT-IN LIEU OF TAX-OTHER	($100,000)	($227,595)	$0	227.60%	($100,000)	($187,306)	$0	187.31%
4120 - INTEREST-TAXES	($130,000)	($155,021)	($784)	119.25%	($150,000)	($150,744)	($4,335)	100.50%
42 - INTERGOV REVENUE	($16,842,500)	($8,316,822)	($829,859)	49.38%	($19,200,900)	($128,381)	($1,048,692)	0.67%
4206 - FEDERAL AID-POLICE	($40,000)	($54,980)	($22,935)	137.45%	($40,000)	($8,966,831)	($7,065)	22417.08%
4210 - STATE AID-SHARED TAXES	($9,609,600)	($1,441,441)	$0	15.00%	($11,633,400)	($28,068)	$0	0.24%
4226 - STATE AID-POLICE	$0	$0	$0	0.00%	($29,200)	($1,729,661)	$0	5923.50%
4228 - STATE AID-GEN TRNSPT AID (GTA)	($2,989,000)	($2,516,609)	($629,152)	84.20%	($2,512,300)	$0	($628,156)	0.00%
4229 - STATE AID-CONNECTING HWY	$0	($324,515)	($81,129)	0.00%	($394,400)	($2,512,625)	($115,441)	637.08%
4232 - STATE AID-PYMT FOR MUNIC SRVS	($1,083,300)	($1,116,086)	$0	103.03%	($1,118,500)	($461,762)	$0	41.28%
4236 - STATE AID-OTHER	($298,000)	($276,704)	($1,843)	92.85%	($298,000)	($1,114,289)	$0	373.92%
4237 - STATE AID-COMPUTER CREDIT	($633,600)	($633,621)	$0	100.00%	($633,600)	($263,461)	$0	41.58%
4238 - STATE AID-EXPEND RESTRAINT	($1,547,700)	($1,547,751)	$0	100.00%	($1,588,800)	($633,621)	$0	39.88%
4239 - STATE AID-PERSONAL PROPERTY	($183,700)	($150,742)	$0	82.06%	($183,700)	($1,588,812)	$0	864.89%
4240 - COUNTY AID-OTHER AID	$0	($8,718)	($650)	0.00%	$0	($150,742)	$0	0.00%
4244 - COUNTY AID-AMBULANCE	$0	$0	$0	0.00%	$0	($18,035)	$0	0.00%
4251 - OTHER GOVERNMENT AID-AMBULANCE	($94,200)	($94,151)	($94,151)	99.95%	($350,000)	$0	($298,030)	0.00%
4252 - OTHER GOVERNMENT AID-CABLE TV	($142,700)	($142,724)	$0	100.02%	($142,700)	($298,030)	$0	208.85%
4253 - OTHER GOVERNMENT AID-POLICE	($218,200)	$0	$0	0.00%	($273,800)	($142,724)	$0	52.13%
4262 - GRANTS - FEDERAL	$0	$0	$0	0.00%	$0	$0	$0	0.00%
4263 - GRANTS - STATE	($2,500)	($8,782)	$0	351.26%	($2,500)	$0	$0	0.00%
4267 - GRANTS - SUBRECEIPIENT GOVT	$0	$0	$0	0.00%	$0	($25,000)	$0	0.00%
43 - LICENSES AND PERMITS	($822,000)	($665,680)	($23,184)	80.98%	($817,000)	$0	($15,084)	0.00%
4312 - TELEVISION FRANCHISE	($530,000)	($407,848)	($6,536)	76.95%	($535,000)	($627,608)	$0	117.31%
4322 - LIQUOR & MALT BEV LICENSES	($125,000)	($122,284)	($3,140)	97.83%	($125,000)	($355,443)	($2,950)	284.35%
4323 - MISC CLERK LICENSE & PERMITS	($22,000)	($23,653)	($528)	107.51%	($22,000)	($131,852)	($170)	599.33%
4324 - ROW LICENSE FEES	$0	$0	$0	0.00%	$0	($21,009)	$0	0.00%
4334 - ZONING ORDINANCE	($110,000)	($88,028)	($12,535)	80.03%	($110,000)	$0	($10,464)	0.00%
4335 - ZONING CODE ENFORCEMENT	($4,000)	($3,800)	$0	95.00%	($4,000)	($85,111)	($1,500)	2127.79%
4358 - CIGARETTE LICENSE	($6,000)	($6,720)	($100)	112.00%	($6,000)	($5,015)	$0	83.58%
4379 - ENGINEERING PERMIT	$0	$0	$0	0.00%	$0	($7,483)	$0	0.00%
4383 - CODE SEALS AND PLANNING FEES	$0	$0	$0	0.00%	$0	$0	$0	0.00%
4388 - OTHER PERMITS	($25,000)	($13,348)	($345)	53.39%	($15,000)	$0	$0	0.00%
4389 - OTHER INSPECTION SERVICES	$0	$0	$0	0.00%	$0	($12,603)	$0	0.00%
44 - FINES & FORFEITURES	($864,300)	($479,318)	($35,527)	55.46%	($703,600)	($9,092)	($78,871)	1.29%
4402 - PARKING VIOLATIONS	($408,000)	($273,218)	($22,683)	66.97%	($348,600)	($568,803)	($60,725)	163.17%
4406 - CITY FINES FROM COURT	($456,300)	($206,100)	($12,844)	45.17%	($355,000)	($371,957)	($18,147)	104.78%
45 - CHARGES FOR SERVICES	($4,310,900)	($3,671,628)	($366,649)	85.17%	($4,541,800)	($196,846)	($52,616)	4.33%
4517 - COPYING CHARGES-PURCHASING	$0	$0	$0	0.00%	$0	($4,133,672)	$0	0.00%
4518 - ASSESSOR FEES	($140,000)	($127,985)	($18,301)	91.42%	($140,000)	$0	($30,411)	0.00%
4519 - PROPERTY SEARCH FEES	($45,000)	($34,530)	($4,020)	76.73%	($50,000)	($168,649)	($3,744)	337.30%
4520 - OTHER GENERAL FEES	($57,000)	($34,181)	($20,317)	59.97%	($57,000)	($35,543)	($10,880)	62.36%
4521 - PD SPEC EVENT REVENUE	($185,700)	($181,282)	($2,606)	97.62%	($224,000)	($27,800)	($3,756)	12.41%
4522 - PD NON-SPEC EVENT REVENUE	($21,900)	($20,820)	($1,353)	95.07%	($36,500)	($210,824)	$0	577.60%
4523 - FD SPEC EVENT REVENUE	($124,000)	($203,427)	($1,032)	164.05%	($184,000)	($14,818)	($75)	8.05%
4524 - FD NON-SPEC EVENT REVENUE	($40,000)	($13,281)	$0	33.20%	($40,000)	($206,869)	$0	517.17%
4525 - STREET SPEC EVENT REVENUE	($9,700)	($5,856)	($574)	60.37%	($8,000)	($19,014)	($2,149)	237.68%
4526 - STREET NON-SPEC EVENT REVENUE	$0	$0	$0	0.00%	$0	($8,549)	$0	0.00%
4527 - PARKS SPEC EVENT REVENUE	($200)	($139)	$0	69.47%	($200)	$0	$0	0.00%
4528 - PARKS NON-SPEC EVENT REVENUE	$0	$0	$0	0.00%	$0	$0	$0	0.00%
4529 - SIGNS SPEC EVENT REVENUE	($1,100)	($261)	$0	23.76%	($1,100)	$0	$0	0.00%
4532 - POLICE DEPARTMENT FEES	($2,500)	($6,779)	($1,727)	271.15%	($5,000)	($290)	($470)	5.79%
4534 - FIRE DEPARTMENT FEES	($35,000)	($19,388)	($270)	55.39%	($35,000)	($5,781)	$5,626	16.52%
4538 - AMBULANCE SERVICE	($3,575,000)	($2,924,289)	($315,382)	81.80%	($3,600,000)	($13,827)	$0	0.38%
4540 - HAZARDOUS RESPONSE CHARGES	$0	($650)	$0	0.00%	$0	($3,308,380)	$0	0.00%
4551 - FUEL REVENUE	$0	($0)	$0	0.00%	$0	($2,972)	$0	0.00%
4557 - STREET SERVICES	$0	$0	$0	0.00%	$0	$0	$0	0.00%
4560 - WEED CUTTING	($15,000)	($7,415)	($569)	49.43%	($16,000)	$0	($1,463)	0.00%
4561 - SNOW REMOVAL	($40,000)	($60,256)	$0	150.64%	($80,000)	($12,957)	$0	16.20%
4572 - PARK FACILITY RENTALS	($35,000)	($31,090)	($498)	88.83%	($75,000)	($20,957)	($5,295)	27.94%
4983 - SPEC EVENT EQUIP DISCOUNT	$16,200	$0	$0	0.00%	$10,000	($76,441)	$0	-764.41%
48 - INTERNAL SERV CHRG	($2,814,900)	($130,684)	($8,725)	4.64%	($2,829,257)	$0	($8,725)	0.00%
4555 - ENG FEES CHG TO CONSTR FUNDS	($2,050,000)	$0	$0	0.00%	($2,100,000)	($180,811)	$0	8.61%
4806 - ACCT/TREAS SERVICES	$0	$0	$0	0.00%	$0	($93,561)	$0	0.00%
4811 - SERVICE CHARGE-COMMUNITY DEVEL	($634,400)	($24,257)	$0	3.82%	($598,757)	$0	$0	0.00%
4812 - SERVICE CHARGE-STREET	$0	$0	$0	0.00%	$0	$0	$0	0.00%
4814 - SERVICE CHARGE-UTILITIES	$0	$0	$0	0.00%	$0	$0	$0	0.00%

GENERAL FUND REVENUES
UNAUDITED BUDGET STATEMENT
FOR THE MONTH ENDED OCTOBER 31, 2024

	2023				2024			
REVENUE CATEGORY	BUDGET	YEAR TO DATE	OCTOBER 2023	% BUDGET	BUDGET	YEAR TO DATE	OCTOBER 2024	% BUDGET
4815 - SERVICE CHARGE-CENTRAL GARAGE	$0	$0	$0	0.00%	$0	$0	$0	0.00%
4816 - SERVICE CHARGE-INTERDEPARTMNTL	$0	$0	$0	0.00%	$0	$0	$0	0.00%
4822 - SERVICE CHARGE - IT	($130,500)	($87,250)	($8,725)	66.86%	($130,500)	$0	($8,725)	0.00%
4834 - EQUIPMENT RENTAL-RECYCLING	$0	($19,177)	$0	0.00%	$0	($87,250)	$0	0.00%
49 - MISC REVENUES	($963,000)	($2,680,161)	($166,436)	278.31%	($2,539,170)	$0	($261,109)	0.00%
4901 - INTEREST	$0	$0	$0	0.00%	($120,700)	($4,421,476)	$0	3663.19%
4907 - INTEREST - ACCOUNTS RECEIVABLE	($3,000)	($4,007)	($2,644)	133.57%	($3,000)	($120,750)	($372)	4025.00%
4908 - INTEREST-OTHER INVESTMENTS	($300,000)	($2,284,470)	($156,330)	761.49%	($1,750,000)	($1,114)	($321,743)	0.06%
4910 - INTEREST-INSTALLMENT S/A	($475,000)	($338,147)	($1,338)	71.19%	($400,000)	($3,904,679)	($1,850)	976.17%
4916 - CAPITAL GAINS ON INVESTMENTS	$0	$14,617	$225	0.00%	$0	($338,452)	$39,572	0.00%
4920 - RENTAL REVENUE	$0	$0	$0	0.00%	$0	$18,569	$0	0.00%
4930 - SALE OF MACHINERY/EQUIPMENT	$0	$0	$0	0.00%	$0	$0	$0	0.00%
4950 - SPONSORSHIP	$0	$0	$0	0.00%	$0	$0	$0	0.00%
4952 - GIFTS & DONATIONS	($8,000)	($6,500)	$0	81.25%	($75,000)	$0	$0	0.00%
4966 - OTHER REIMBURSEMENTS	$0	$0	$0	0.00%	$0	($6,612)	$0	0.00%
4972 - MISCELLANEOUS REVENUE	($177,000)	($61,653)	($6,347)	34.83%	($190,470)	$0	$23,283	0.00%
52 - OTHER FINANCING	($1,822,600)	$0	$0	0.00%	($1,542,600)	($68,438)	$0	4.44%
4112 - PMT-IN LIEU OF TAX-UTILITY	($1,542,600)	$0	$0	0.00%	($1,542,600)	$0	$0	0.00%
5261 - TSF FROM DOWNTOWN REDEVLOPMENT	$0	$0	$0	0.00%	$0	$0	$0	0.00%
5270 - TSF FROM IND DEVEL BONDS/NOTES	$0	$0	$0	0.00%	$0	$0	$0	0.00%
5272 - TSF FROM PARKING BONDS	$0	$0	$0	0.00%	$0	$0	$0	0.00%
5273 - TSF FROM SEWER BONDS	$0	$0	$0	0.00%	$0	$0	$0	0.00%
5274 - TSF FROM TIF DISTRICTS	$0	$0	$0	0.00%	$0	$0	$0	0.00%
5275 - TSF FROM WATER BONDS	$0	$0	$0	0.00%	$0	$0	$0	0.00%
5277 - TSF FROM GOLF COURSE	$0	$0	$0	0.00%	$0	$0	$0	0.00%
5278 - TSF FROM STORM BONDS	$0	$0	$0	0.00%	$0	$0	$0	0.00%
5279 - TSF FROM CABLE TV	$0	$0	$0	0.00%	$0	$0	$0	0.00%
5281 - TSF FROM DEBT SERVICE	$0	$0	$0	0.00%	$0	$0	$0	0.00%
5299 - TSF FROM OTHER FUNDS	($280,000)	$0	$0	0.00%	$0	$0	$0	0.00%
53 - SALE-CAPITAL ASSETS	($25,000)	($63,179)	($9,933)	252.72%	($25,000)	$0	($63,233)	0.00%

GENERAL FUND EXPENDITURES
UNAUDITED BUDGET STATEMENT
FOR THE MONTH ENDED OCTOBER 31, 2024

	2023				2024			
EXPENDITURES BY DEPARTMENTS	2023 BUDGET	YEAR TO DATE	SEPTEMBER 2023	% BUDGET	2024 BUDGET	YEAR TO DATE	SEPTEMBER 2024	% BUDGET
0100 - GENERAL FUND	**$54,718,318**	**$45,672,604**	**$3,635,349**	**83.47%**	**$57,014,671**	**$42,684,941**	**$3,971,742**	**74.87%**
01 - GENERAL GOVERNMENT								
01000010 - CITY COUNCIL	$67,400	$47,584	$4,623	70.60%	$65,702	$50,436	$3,062	76.77%
01000020 - CITY MANAGER	$343,400	$238,840	$23,812	69.55%	$334,194	$242,857	$22,504	72.67%
01000030 - CITY ATTORNEY	$515,900	$402,242	$37,857	77.97%	$550,498	$418,767	$39,511	76.07%
01000040 - HUMAN RESOURCES	$803,700	$652,495	$75,654	81.19%	$902,490	$724,313	$78,900	80.26%
01000050 - CITY CLERK	$274,650	$243,011	$21,774	88.48%	$358,802	$245,829	$22,028	68.51%
01000060 - ELECTIONS	$122,700	$86,928	$3	70.85%	$209,686	$108,080	$1,863	51.54%
01000071 - FINANCE ADMINISTRATION	$878,100	$717,006	$71,116	81.65%	$985,438	$746,453	$70,099	75.75%
01000072 - TAXES & INTEREST	$60,000	$105,294	$4,641	175.49%	$70,000	$68,407	$10,260	97.72%
01000090 - PURCHASING	$303,100	$255,007	$24,984	84.13%	$332,394	$259,819	$25,066	78.17%
01000110 - INFORMATION TECH DIV	$1,676,100	$1,464,920	$82,274	87.40%	$1,841,515	$1,551,581	$97,465	84.26%
01000120 - INSURANCE	$1,109,400	$1,053,884	$16,338	95.00%	$1,132,989	$1,062,919	$2,305	93.82%
01000130 - FACILITY MAINTENANCE	$900,494	$813,340	$93,482	90.32%	$1,456,367	$1,007,543	$109,298	69.18%
01000150 - OSHKOSH MEDIA	$309,100	$250,730	$12,321	81.12%	$328,655	$271,655	$25,117	82.66%
02 - PUBLIC SAFETY								
01000211 - POLICE	$15,972,289	$12,153,570	$1,133,372	76.09%	$17,570,837	$13,300,173	$1,252,663	75.69%
01000214 - ANIMAL CARE	$102,400	$102,398	$0	100.00%	$105,000	$104,958	$0	99.96%
01000217 - AUXILIARY POLICE	$6,800	$2,825	$38	41.54%	$6,300	$2,550	$934	40.48%
01000218 - CROSSING GUARDS	$108,300	$66,680	$9,393	61.57%	$112,612	$67,100	$9,140	59.59%
01000230 - FIRE DEPARTMENT	$15,040,000	$12,732,944	$1,205,408	84.66%	$16,765,811	$12,747,517	$1,233,208	76.03%
01000240 - AMBULANCE	$375,000	$0	$0	0.00%	$396,775	$134,019	$12,625	33.78%
01000250 - HYDRANT RENTAL	$650,000	$541,667	$54,167	83.33%	$650,000	$541,667	$54,167	83.33%
01000290 - POLICE & FIRE COMMISSION	$28,200	$21,740	$492	77.09%	$50,200	$30,338	$4,167	60.43%
03 - PUBLIC WORKS								
01000410 - PW ADMINISTRATION	$236,900	$187,961	$17,803	79.34%	$263,726	$212,588	$20,249	80.61%
01000420 - ENGINEERING	$1,466,767	$1,005,835	$95,448	68.58%	$1,394,472	$1,038,955	$128,012	74.51%
01000430 - STREETS	$2,728,967	$2,169,125	$141,911	79.49%	$3,184,061	$2,024,625	$162,199	63.59%
01000450 - CENTRAL GARAGE	$438,200	$424,330	$46,509	96.83%	$659,953	$356,952	$35,916	54.09%
04 - TRANSPORTATION								
01000801 - ELECTRICAL	$675,500	$558,187	$51,474	82.63%	$773,456	$535,403	$53,039	69.22%
01000810 - SIGN	$235,100	$197,079	$14,449	83.83%	$273,850	$208,119	$24,794	76.00%
06 - CULTURE & RECREATION								
01000610 - PARKS	$2,210,265	$1,774,222	$156,493	80.27%	$2,813,144	$2,057,942	$223,857	73.15%
01000620 - FORESTRY	$489,600	$383,718	$30,053	78.37%	$647,007	$463,994	$56,538	71.71%
07 - CONSERVATION & DEVELOPMENT								
01000080 - CITY ASSESSOR	$772,100	$398,200	$44,829	51.57%	$757,505	$469,962	$34,451	62.04%
01000730 - ECONOMIC DEVELOPMENT	$692,526	$524,722	$47,577	75.77%	$742,059	$551,178	$52,401	74.28%
01000740 - PLANNING	$781,312	$570,630	$55,865	73.03%	$856,819	$614,981	$58,443	71.77%
08 - UNCLASSIFIED								
01000911 - PATRIOTIC CELEBRATION	$24,100	$28,015	$0	116.24%	$24,100	$23,884	$0	99.11%
01000914 - UNCLASSIFIED	$4,319,950	$5,497,473	$61,188	127.26%	$398,255	$439,376	$47,463	110.33%
Grand Total	**$54,718,318**	**$45,672,604**	**$3,635,349**	**83.47%**	**$57,014,671**	**$42,684,941**	**$3,971,742**	**74.87%**

PRELIMINARY BUDGET STATEMENT
SPECIAL REVENUE TIF FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2024

	ACCOUNT	CURRENT MONTH	YTD ACTUAL	BUDGET	BEGINNING FUND BALANCE	YTD FUND BALANCE
0201 - SENIOR SERVICES REVOLVING FUND					($173,222)	($192,419)
	Revenue	($4,428)	($54,679)	($64,000)		
	Expense	$9,155	$35,482	$63,017		
0202 - CDBG REVOLVING LOAN FUND					($222,261)	($330,276)
	Revenue	($400)	($234,301)	($250,000)		
	Expense	$11,594	$126,287	$249,999		
0209 - BUSINESS IMPROVEMENT DISTRICT					($115,324)	($158,083)
	Revenue	($11,444)	($187,878)	($222,110)		
	Expense	$21,062	$145,119	$255,000		
0211 - RECYCLING					($2,929,299)	($3,345,767)
	Revenue	($4,113)	($1,126,035)	($1,138,000)		
	Expense	$123,296	$709,567	$1,113,722		
0212 - GARBAGE COLLECTION & DISPOSAL					$45,794	($296,644)
	Revenue	($4,158)	($1,787,476)	($1,805,000)		
	Expense	$140,614	$1,445,037	$1,800,291		
0215 - POLICE SPECIAL FUNDS					($298,048)	($956,228)
	Revenue	($519,718)	($787,827)	($141,431)		
	Expense	$2,202	$129,647	$277,970		
0223 - STREET LIGHTING FUND					($223,220)	($498,793)
	Revenue	$0	($1,060,300)	($1,060,300)		
	Expense	$84,106	$784,727	$1,090,876		
0224 - SPECIAL EVENTS					($667,978)	$7,245,109
	Revenue	($17,150)	($663,320)	$0		
	Expense	$688,123	$8,576,407	$15,048,862		
0227 - MUSEUM MEMBERSHIP FUND					($642,614)	($682,740)
	Revenue	($46,543)	($107,162)	($79,000)		
	Expense	$10,335	$67,035	$237,723		
0231 - SENIOR SERVICES					($34,681)	($90,901)
	Revenue	($17,033)	($606,286)	($687,100)		
	Expense	$50,139	$550,066	$752,400		
0235 - FIRE SPECIAL REVENUE					($408,607)	($509,890)
	Revenue	($1,725)	($186,369)	($133,289)		
	Expense	$2,082	$85,086	$275,448		
0239 - LIBRARY					($228,658)	($759,604)
	Revenue	($16,486)	($3,861,435)	($4,080,036)		
	Expense	$365,626	$3,330,489	$4,079,973		
0241 - MUSEUM					($97,648)	($170,350)
	Revenue	($2,916)	($1,056,364)	($1,382,904)		
	Expense	$82,988	$983,662	$1,278,387		

PRELIMINARY BUDGET STATEMENT
SPECIAL REVENUE TIF FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2024

	ACCOUNT	CURRENT MONTH	YTD ACTUAL	BUDGET	BEGINNING FUND BALANCE	YTD FUND BALANCE
0242 - MUSEUM COLLECTIONS					($676,030)	($710,684)
	Revenue	($8,517)	($44,797)	($3,000)		
	Expense	$1,096	$10,143	$56,900		
0247 - CEMETERY					($324,220)	($360,163)
	Revenue	($41,641)	($419,921)	($523,420)		
	Expense	$42,966	$383,979	$522,676		
0249 - COMMUNITY DEVEL SPECIAL FUNDS					($162,571)	($169,898)
	Revenue	$0	($7,327)	$0		
	Expense	$0	$0	$10,589		
0255 - PARKS REVENUE FACILITIES					($686,862)	($673,209)
	Revenue	($20,695)	($250,821)	($381,500)		
	Expense	$17,727	$264,474	$381,456		
0256 - LEACH AMPHITHEATER					($96,803)	($84,687)
	Revenue	($7,379)	($75,924)	($103,500)		
	Expense	$16,228	$88,041	$101,471		
0257 - PUBLIC WORKS SPECIAL FUND					$41,331	$105,367
	Revenue	($37,908)	($99,789)	($630,000)		
	Expense	$70,747	$163,824	$627,711		
0259 - POLLOCK WATER PARK					($78,600)	$373,822
	Revenue	($2)	($338,571)	($892,400)		
	Expense	$295,499	$790,993	$1,381,395		
0271 - RENTAL INSPECTIONS					($42,317)	($42,317)
	Revenue	$36,900	$0	$0		
	Expense	$0	$0	$0		
0301 - NEIGHBORHOOD IMPROV LOAN PRGRM					($275,692)	($275,692)
	Revenue	$0	$0	$0		
	Expense	$0	$0	$218,100		
0302 - HEALTHY NEIGHBORHOOD INITIATVE					($2,699,099)	($2,407,758)
	Revenue	($17,573)	($144,296)	($60,000)		
	Expense	$26,829	$435,636	$698,689		
0303 - COMMUNITY DEVLP BLOCK GRANT					($4,121,400)	($4,121,400)
	Revenue	($36,590)	($894,304)	($807,095)		
	Expense	$36,590	$894,304	$3,736,228		
0304 - LOCAL GO EDC REV LOAN PROGRAM					($2,020,545)	($2,018,018)
	Revenue	$0	$2,526	$0		
	Expense	$0	$0	$450,000		
0307 - SENIOR CENTER					($125,237)	($125,239)
	Revenue	$0	($2)	$0		
	Expense	$0	$0	$3,000		

PRELIMINARY BUDGET STATEMENT
SPECIAL REVENUE TIF FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2024

	ACCOUNT	CURRENT MONTH	YTD ACTUAL	BUDGET	BEGINNING FUND BALANCE	YTD FUND BALANCE
0501 - GRAND OPERA HOUSE FUND					$2,668,616	$2,669,665
	Revenue	($36,900)	($36,901)	($36,900)		
	Expense	$2,752	$37,950	$46,216		
0502 - TIF #25 CITY CENTR HOTEL					$137,937	($31,362)
	Revenue	$0	($290,849)	($287,000)		
	Expense	$0	$121,550	$150		
0504 - TIF #26 AVIATION BUS PRK					$3,602,924	$3,603,074
	Revenue	$0	$0	$0		
	Expense	$0	$150	$200		
0506 - PARKING RAMP FUND					($546,308)	($441,852)
	Revenue	($5,483)	($38,336)	($110,000)		
	Expense	$12,996	$142,791	$368,762		
0508 - TIF #27 N MAIN IND PARK					$907,293	$469,789
	Revenue	$0	($437,655)	($247,000)		
	Expense	$0	$150	$23,200		
0510 - TIF #28 - BEACH BUILDING REDEV					($34,942)	($93,150)
	Revenue	$0	($58,358)	($57,000)		
	Expense	$0	$150	$50,200		
0512 - TIF #29 MORGAN DISTRICT					($30,475)	($49,624)
	Revenue	$0	($17,867)	($15,000)		
	Expense	($1,462)	($1,282)	$150		
0514 - TIF #30 WASHINGTON BUILDING					($52,516)	($68,722)
	Revenue	$0	($57,714)	($55,000)		
	Expense	$41,358	$41,508	$45,200		
0516 - TIF #31 BUCKSTAFF REDEVE					($48,224)	($659,572)
	Revenue	$0	($620,500)	($555,200)		
	Expense	$1,462	$9,152	$523,600		
0518 - TIF #32 GRANARY REDEVELOPMENT					($5,237)	($6,631)
	Revenue	$0	($15,408)	($15,200)		
	Expense	$13,864	$14,014	$15,200		

PRELIMINARY BUDGET STATEMENT
SPECIAL REVENUE TIF FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2024

	ACCOUNT	CURRENT MONTH	YTD ACTUAL	BUDGET	BEGINNING FUND BALANCE	YTD FUND BALANCE
0519 - TIF #33 LAMICO REDEVELOPMENT					($282,021)	($362,586)
	Revenue	$0	($322,655)	($292,400)		
	Expense	$241,940	$242,090	$230,200		
0520 - TIF #24 OSHKOSH CORP E-COAT					($6,208)	($246,224)
	Revenue	$0	($240,166)	($260,000)		
	Expense	$0	$150	$80,200		
0522 - TIF #14 MERCY MEDICAL CENTER					($1,039,261)	($1,315,438)
	Revenue	$0	($603,194)	($585,115)		
	Expense	$333,111	$327,017	$691,150		
0524 - TIF #15 PARK PLAZA COMMERCE ST					($3,085,646)	($3,351,837)
	Revenue	$0	($266,342)	($260,000)		
	Expense	$0	$150	$130,200		
0526 - TIF #16 100 BLOCK REDEVELOPMNT					($639,430)	($792,107)
	Revenue	$0	($152,827)	($150,600)		
	Expense	$0	$150	$85,200		
0528 - TIF #19 NW INDUSTRIAL EXPANSN					($903,429)	($1,191,696)
	Revenue	$0	($291,742)	($301,000)		
	Expense	$0	$3,475	$150		
0529 - TIF #08 S AVIATION					($28,964)	($28,746)
	Revenue	$0	$0	$0		
	Expense	$0	$218	$5,435		
0530 - TIF #17 CITY CENTER REDEVELOP					($573,740)	($824,579)
	Revenue	$0	($374,963)	($368,000)		
	Expense	$0	$124,125	$347,200		
0532 - TIF #18 SOUTH WEST INDUSTRIAL					$126,138	($453,495)
	Revenue	$0	($580,384)	($579,300)		
	Expense	$0	$750	$41,400		
0533 - TIF #10 MAIN & WASH					$26,550	$61,046
	Revenue	$0	$0	$0		
	Expense	$0	34,496.00	$0		
0534 - TIF #20 SOUTH SHORE REDEVELOP					($2,761,099)	($2,615,932)
	Revenue	$0	($1,049)	$0		
	Expense	$120,864	$146,216	$4,556,135		
0535 - TIF #11 OSH OFFICE CENTR					($62,915)	($22,690)
	Revenue	$0	$0	$0		
	Expense	$0	$40,225	$0		
0536 - TIF #21 FOX RIVER CORR					($540,501)	($878,912)
	Revenue	$0	($524,381)	($505,000)		
	Expense	$0	$185,970	$816,200		

PRELIMINARY BUDGET STATEMENT
SPECIAL REVENUE TIF FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2024

	ACCOUNT	CURRENT MONTH	YTD ACTUAL	BUDGET	BEGINNING FUND BALANCE	YTD FUND BALANCE
0537 - TIF #12 DIVISION ST					($807,748)	($963,187)
	Revenue	$0	($155,590)	($151,600)		
	Expense	$0	$150	$150,260		
0539 - TIF #13 MARION RD/PEARL					$587,190	$231,068
	Revenue	$0	($358,503)	($359,100)		
	Expense	$8	$2,381	$81,500		
0540 - TIF #23 SW IND PARK EXP					$2,696,042	$3,091,279
	Revenue	$0	($23,401)	($23,500)		
	Expense	$0	$418,637	$558,586		
0580 - TIF #34 OSHKOSH CORP HEADQTRS					$52,821	$52,729
	Revenue	$0	($1,151,093)	($1,200,000)		
	Expense	$1,150,851	$1,151,001	$1,200,200		
0581 - TIF #35 OSHKOSH AVE CORRIDOR					($1,540,309)	($2,305,023)
	Revenue	$0	($764,865)	($650,000)		
	Expense	$0	$150	$18,267		
0582 - TIF #36 MERGE REDEVELOPMENT					($15,730)	($50,184)
	Revenue	$0	($345,387)	($322,200)		
	Expense	$310,783	$310,933	$300,200		
0583 - TIF #37 AVIATION PLAZA					($28,933)	($53,928)
	Revenue	$0	($250,973)	($235,000)		
	Expense	$225,828	$225,978	$215,200		
0584 - TIF #38 PIONEER REDEVELOPMENT					($638)	($15,265)
	Revenue	$0	($14,777)	($11,000)		
	Expense	$0	$150	$200		
0585 - TIF #39 CABRINI SCHOOL REDEV					($39,367)	($43,220)
	Revenue	$0	($39,946)	($25,000)		
	Expense	$35,944	$36,094	$24,200		
0586 - TIF #40 MILES KIMBALL REDEVEL					$13,216	$11,031
	Revenue	$0	($23,612)	($6,000)		
	Expense	$21,246	$21,426	$4,700		
0587 - TIF #41 SMITH SCHOOL REDEVELOP					$10,929	$11,076
	Revenue	$0	($10,074)	$0		
	Expense	$10,072	$10,222	$11,200		
0588 - TIF #42 MORGAN CROSSING II					$2,975	$2,701
	Revenue	$0	($424)	$0		
	Expense	$0	$150	$200		
0589 - TIF #43 MILL ON MAIN					$62,219	$62,388
	Revenue	$0	($11)	$0		
	Expense	$0	$180	$400,150		

PRELIMINARY BUDGET STATEMENT
CAPITAL PROJECTS AND DEBT FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2024

	ACCOUNT	CURRENT MONTH	YTD ACTUAL	BUDGET	BEGINNING FUND BALANCE	YTD FUND BALANCE
0311 - SIDEWALK CONSTRUCTION FUND					$3,348,127	$3,348,127
	Revenue	$0	$0	$0		
	Expense	$0	$0	$0		
0315 - STREET IMPROVEMENT FUND					($8,353,109)	($8,353,109)
	Revenue	$0	$0	$0		
	Expense	$0	$0	$0		
0317 - SPECIAL ASSESSMENT IMPROVEMENT					($16,056,207)	($19,096,224)
	Revenue	($1,505,416)	($3,696,042)	($3,630,300)		
	Expense	$16,598	$656,025	$1,521,986		
0321 - CONTRACT CONTROL FUND					($2,853,962)	$20,226,496
	Revenue	$0	($889,073)	$0		
	Expense	$2,635,990	$23,969,532	$74,209,306		
0322 - ENTERPRISE CAPITAL FUND					($139,483)	$6,765,929
	Revenue	$0	$0	($663,000)		
	Expense	$662,380	$6,905,412	$105,282,939		
0323 - EQUIPMENT FUND					($15,691,525)	($9,103,769)
	Revenue	$0	($1,205,500)	($1,205,500)		
	Expense	$1,878,592	$7,793,255	$24,615,076		
0325 - PARKS IMPROVEMENT					$1,493,266	$2,129,405
	Revenue	$0	($216,638)	$0		
	Expense	$10,471	$852,777	$5,378,661		
0327 - PARK SUBDIVISION IMPROVEMENT					($411,039)	($429,839)
	Revenue	($600)	($18,800)	$0		
	Expense	$0	$0	$0		
0333 - TREE & BENCH MEMORIAL		**$0**				
	Revenue	$0	($15,077)	($58,000)	($189,143)	$25,418
	Expense	$0	$229,638	$33,000		
0335 - SPECIAL ASSESSMENT REPLACEMENT					$0	($2,615,297)
	Revenue	($293,514)	($2,676,911)	($2,250,000)		
	Expense	$0	$61,614	$0		
0401 - DEBT SERVICE FUND					($1,551,959)	($10,175,624)
	Revenue	($25,027)	($15,157,275)	($14,647,400)		
	Expense	$75,725	$6,533,609	$14,647,400		

PRELIMINARY BUDGET STATEMENT
ENTERPRISE FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2024

	ACCOUNT	CURRENT MONTH	YTD ACTUAL	BUDGET	BEGINNING FUND BALANCE	YTD FUND BALANCE
0503 - OSHKOSH CONVENTION CENTRE					($7,072,747)	($7,553,443)
	Revenue	($433,920)	($1,985,116)	($2,515,900)		
	Expense	$178,890	$1,504,420	$2,402,060		
0509 - PARKING UTILITY					($1,841,055)	($1,850,414)
	Revenue	($8,155)	($85,103)	($109,600)		
	Expense	$6,129	$75,744	$207,639		
0511 - TRANSIT UTILITY					($11,125,626)	($9,442,501)
	Revenue	($218,083)	($3,651,803)	($7,224,344)		
	Expense	$470,783	$5,334,928	$15,827,305		
0515 - IND PARK LAND ENTERPRISE FUND					($2,953,729)	($2,978,554)
	Revenue	$0	($30,000)	($500,000)		
	Expense	$515	$5,176	$32,600		
0541 - WATER UTILITY					($71,102,406)	($73,823,245)
	Revenue	($2,162,556)	($16,939,017)	($18,709,400)		
	Expense	$1,352,851	$14,218,179	$22,048,746		
0551 - SEWER UTILITY					($68,701,307)	($74,108,111)
	Revenue	($2,536,923)	($17,973,928)	($18,853,600)		
	Expense	$1,221,353	$12,567,124	$17,390,655		
0561 - STORMWATER UTILITY					($78,437,779)	($84,456,853)
	Revenue	($1,639,077)	($13,705,848)	($15,356,400)		
	Expense	$662,160	$7,686,775	$10,420,005		
0571 - INSPECTION SERVICES					($2,614,447)	($3,039,067)
	Revenue	($165,099)	($1,279,427)	($1,219,200)		
	Expense	$81,744	$854,807	$1,323,927		

City of Oshkosh

Cash and Investment Report

For the Month Ended October 31, 2024

	Beginning Balance	Period Change	Ending Balance
OPERATING CASH			
TREASURY CASH - OPERATIONS	**$133,138,592.35**	**($7,386,319.59)**	**$125,752,272.76**
0707 - TRUST FUNDS			
80501 - CEMETERY TRUST	$23,264.29	$475.86	$23,740.15
80615 - OPL MEMORIALS	$1,241.73	$0.11	$1,241.84
80801 - FISK-GALLUP TRUST	$31,508.27	$10.47	$31,518.74
TRUST AND INVESTMENTS			
TREASURY CASH - OPERATIONS	**$31,491,175.69**	**$97,612.85**	**$31,588,788.54**
0227 - MUSEUM MEMBERSHIP FUND	**$102,516.82**	**$452.78**	**$102,969.60**
0242 - MUSEUM COLLECTIONS	**$683,913.12**	**$3,020.62**	**$686,933.74**
0541 - WATER UTILITY	**$1,259,549.80**	**$5,563.03**	**$1,265,112.83**
0551 - SEWER UTILITY	**$2,251,738.57**		**$2,251,738.57**
0561 - STORMWATER UTILITY	**$590.98**	**$2.61**	**$593.59**
0707 - TRUST FUNDS			
80501 - CEMETERY TRUST	$1,317,544.04	$3,683.59	$1,321,227.63
80502 - HARVEY C CLUTE TRUST	$74.39	$0.33	$74.72
80503 - HEYMAN TRUST	$39,636.13	$169.01	$39,805.14
80504 - ROBERT J HUME TRUST	$1,466.09	$6.48	$1,472.57
80505 - AMBER H MAXWELL TRUST	$8,213.12	$33.42	$8,246.54
80506 - JOHN FRANCIS ROBERTS TRUST	$2,716.88	$12.00	$2,728.88
80507 - LOUISE SARAU TRUST	$5,915.90	$26.13	$5,942.03
80601 - OACF OPLCIF HOXTEL	$29,010.48	($598.89)	$28,411.59
80605 - OACF OPLCIF ARCHER	$2,978.53	($61.48)	$2,917.05
80607 - OACF OPLCIF A GRUENWALD	$4,480.73	($92.48)	$4,388.25
80609 - OACF OPLCIF G HILTON	$19,196.33	($396.27)	$18,800.06
80612 - OACF OPLCIF E W KELSH	$4,469.18	($92.28)	$4,376.90
80613 - OACF OPLCIF G KENNY	$15,771.07	($325.58)	$15,445.49
80618 - OACF OPLCIF SCHUSTER BOOKS	$277,080.33	($5,720.03)	$271,360.30
80627 - OACF OPLCIF S ZELLMER	$140,244.90	($2,895.23)	$137,349.67
80628 - JOHN HICKS TRUST FUND	$195,098.97	$802.45	$195,901.42
80629 - OACF DEVELOPMENT & SUPPORT	$721,134.51	($14,787.36)	$706,347.15
80630 - OACF FACILITY IMPROVEMENT	$1,938,085.52	($40,009.83)	$1,898,075.69
80631 - OACF PROGRAMMING SUPPORT	$1,290,130.48	($26,633.46)	$1,263,497.02
80632 - OACF TECHNOLOGY	$1,307,629.79	($26,994.70)	$1,280,635.09
80633 - OACF COLLECTION IMPROVEMENT FUND	$1,279,829.44	($26,420.80)	$1,253,408.64
80634 - OACF PRO SUPP FUND - MARY MALNAR	$31,730.60	($655.06)	$31,075.54
80635 - OACF TECH FUND - AV TRUST	$41,212.58	($850.80)	$40,361.78
80636 - OACF TECH FUND - JOHN NICHOLS	$67,649.33	($1,396.55)	$66,252.78
80637 - OACF OPLCIF-G JACKSON	$2,681.58	($55.36)	$2,626.22
80638 - OACF OPLCIF-W STEIGER	$17,359.12	($358.35)	$17,000.77
80640 - OACF RON METZ CENTENNIAL FUND	$39,331.31	($829.61)	$38,501.70
80642 - GEORGE HILTON LIBRARY & MUSEUM TRST	$4,475.60		$4,475.60
80643 - GEORGE HILTON SPECIAL LIBRARY TRUST	$1,044.93		$1,044.93

City of Oshkosh

Cash and Investment Report

For the Month Ended October 31, 2024

	Beginning Balance	Period Change	Ending Balance
80644 - FRANK & ANNA ROJAHN TRUST	$10,509.72	$13.17	$10,522.89
80645 - MARGUERITE E ZELLMER TRUST	$12,491.72	$0.41	$12,492.13
80646 - 0ACF CONVENTION CENTER MAINT FUND	$340,759.09	($7,187.61)	$333,571.48
80647 - OACF POLICE DEPT FUND	$310,498.34	$345,857.21	$656,355.55
80650 - ABBEY S HARRIS TRUST	$1,850.59		$1,850.59
80651 - OPL-CIF-RASMUSSEN	$57,474.08	($1,186.48)	$56,287.60
80652 - OPL-CIF-ROJAHN	$4,839.10	($99.92)	$4,739.18
80701 - ETHEL J BEHNCKE MUSEUM TRUST	$162,918.45	$719.55	$163,638.00
80702 - WILLIAM E BRAY MUSEUM TRUST	$12,077.64	$48.73	$12,126.37
80703 - FREDERICK S & MARION H DUROW TRUST	$3,184,868.06	($11,128.51)	$3,173,739.55
80704 - LONA & EDWARD G KITZ TRUST	$99,934.87	$110.39	$100,045.26
80705 - RICHARD KITZ DIRECTORS TRUST	$168,712.13	$745.14	$169,457.27
80706 - MUSEUM ENDOWMENT TRUST	$469,656.65	($22,013.09)	$447,643.56
80707 - R KITZ BEQUEST	$250,343.88		$250,343.88
80801 - FISK-GALLUP TRUST	$5,606.26	$24.76	$5,631.02
80802 - EMMA J GOULD TRUST	$4,392.92	$19.40	$4,412.32
80803 - SOPHIE L HUHN TRUST	$5,084.05	$22.45	$5,106.50
80804 - JULIA L STANHILBER LIB & PKS TRUST	$773,619.99	$2,776.30	$776,396.29
80805 - JULIA L STANHILBER PARKS TRUST	$1,444.42	$6.38	$1,450.80
INVESTMENTS-DEPRECIATION FUND			
0541 - WATER UTILITY	**$163,824.31**		**$163,824.31**
INVESTMENTS-REVENUE BOND RESERVE			
0541 - WATER UTILITY	**$5,305,042.62**	**($22,495.15)**	**$5,282,547.47**
0551 - SEWER UTILITY	**$5,943,655.80**	**$7,535.67**	**$5,951,191.47**
0561 - STORMWATER UTILITY	**$8,313,644.43**	**($10,184.29)**	**$8,303,460.14**

CASH ON HAND
FOR THE MONTH ENDED OCTOBER 31, 2024

POOLED CASH		DEBT Accounts		Trust Acounts	
	Ending Balance		Ending Balance		Ending Balance
MASTER	26,195,541.24	ARPA FUNDS	19,943,862.08	OPL	1,241.84
Payroll	-	2019A GO BONDS	5,703,767.34	Fisk Gallup	31,518.74
Payables	-	2019B GO NOTES	12,686,987.02	Cemetery	23,740.15
General	2,339,925.11	2019C Storm	4,514,944.50	**TOTAL BANK BAL**	**56,500.73**
Bid	6,970.98	2019D Sewer	13,970,575.44		
	-	2019E Water	3,654.88		
Charles Schwab	15,013,417.16	2023B Storm	6,266,456.78		
CFCU - Tax	6,651,636.19	2023A GO BONDS	7,082,933.74		
Police Drug Fund	510,917.65	2023C Water	5,881,635.79		
	-				
TOTAL BANK BAL	50,718,408.33	**TOTAL BANK BAL**	76,054,817.57		

DATE: December 10, 2024

SUBJECT: Receipt & Filing of Minutes - Library Board

- October 31, 2024 Regular Meeting
- November 5, 2024 Special Meeting

Attachments

10 31 2024 Regular Meeting Minutes
11 05 2024 Special Meeting Minutes

MINUTES OF THE LIBRARY BOARD
Oshkosh Public Library
October 31, 2024

The October 31, 2024, Oshkosh Public Library Board of Trustees meeting was held in the Oshkosh Public Library meeting room and called to order at 4:00 PM by Vice-President, Lindsey Mugerauer.

Present: Kim Brown, Susan Fojtik, Tony Kneepkens, Christine Melms-Simon, Lindsey Mugerauer, Baron Perlman, David Rucker, Amber Shemanski, Molly Templin, Adjunct Board Member and Jason Schmidt, Adjunct Board Member

Absent: Bill Bracken and Larry Lautenschlager

Also Present: Darryl Eschete, Library Director; Lisa Voss, Head of Library Development; Ruth Percey, Head of Circulation; Tracie Schlaak, Winnefox Library System Administrative Specialist and Neal Matherne, Curator of Education at the Oshkosh Public Museum.

Public Comments: None

Consent Agenda Items
- Minutes of the Regular Board Meeting of September 26, 2024
- Vouchers Payable - $361,684.17
- Approve holiday and event closings for 2025
- Approve Board calendar for 2025

Discussion about Vouchers Payable having the incorrect amount shown on the consent agenda. The amount should be $361,678.67.

Motion to approve the consent agenda as presented with changes to Vouchers Payable.
Motion: Perlman; **Second:** Brown; **Vote**: Unanimous

New Business
- LaFontaine “Transfer on Death” and consideration of funeral expense request: In September, the library received a transfer on death (TOD) designation from the estate of Cheryl LaFontaine, a former library volunteer. The library's portion of the TOD is $12,479.79, with a request from the executor for a voluntary contribution of $1373.00 toward Ms. LaFontaine’s funeral expenses.

  Motion to approve the contribution of $1373.00 from transfer on death to cover funeral costs of benefactor Cheryl LaFontaine.
  Motion: Perlman; **Second**: Brown; **Vote**: Unanimous

- Request for use of endowment funds: Requesting the use of $3415.00 of the Facility Improvement Fund for the rehabilitation of a vandalized painting and study room air purifiers; $400 used for recognition of employees who worked on the new Oshkosh Public Library website.

  Motion to approve the use of Facility Improvement Funds for the rehabilitation of a damaged painting, air purifiers in study rooms and recognition of employees who worked on the new Oshkosh Public Library website and to approve use of Library Development funds for winter reading program materials as described in the director’s memo.

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

- Report on Re-Branding and Website Launch.
  Director Eschete gave a report on the public reveal of the new Oshkosh Public Library brand identity, the elements thereof and the release of the new library's website. Everything has been very favorable and well received.

Adjournment

Motion to adjourn at 5:00 PM
Motion: Rucker; **Second**: Perlman; **Vote**: Unanimous

Respectfully,

Darryl Eschete, Secretary
Tracie Schlaak – Recorder

MINUTES OF THE LIBRARY BOARD SPECIAL MEETING
Oshkosh Public Library
November 5, 2024

The November 5, 2024 Oshkosh Public Library Board of Trustees meeting was held in the Oshkosh Public Library meeting room and called to order at 4:00 PM by President, Bill Bracken.

Present: Bill Bracken, Susan Fojtik, Tony Kneepkens, Larry Lautenschlager, Christine Melms-Simon and Baron Perlman

Absent: Kim Brown, Lindsey Mugerauer, David Rucker and Amber Shemanski

Also Present: Darryl Eschete, Library Director and Marcy Cannon, Winnefox Library System Business Manager

Public Comments: None

New Business

- To Review and approve the submitted FY 2025 budget of the Oshkosh Public Library. Discussion regarding the Library salary matrix increase should be 4.25% across the board instead of 4.5% as reported in the director's memo.

  Motion to approve the 2025 budget as presented with discussed changes.
  Motion: Perlman; **Second**: Lautenschlager; **Vote**: Unanimous

Adjournment

Motion to adjourn at 4:45 PM
Motion: Perlman; **Second**: Lautenschlager; **Vote**: Unanimous

Respectfully,

Darryl Eschete, Secretary
Marcy Cannon – Recorder

DATE: December 10, 2024

SUBJECT: Receipt & Filing of Minutes - Common Council

Attachments

Draft Regular Meeting Minutes 10.22.24
Draft Regular Meeting Minutes 11.12.24
Draft Closed Session Minutes 11.12.24
Draft Special Meeting Minutes 11.19.24 CM Recruit.
Draft Closed Session Minutes 11.26.24

DRAFT

CITY COUNCIL MINUTES
10.22.24

WORKSHOP: The Common Council will be meeting at 5:00 p.m. for a workshop on undergrounding utilities (Room 404)

Utility Undergrounding Presentation

CALL TO ORDER 6:00 p.m.

ROLL CALL

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

Absent: Matt Mugerauer, Mayor

Staff: Mark Rohloff, City Manager; Lynn Lorenson, City Attorney; Diane Bartlett, City Clerk; James Rabe, Public Works Director

INVOCATION - VOTING FIRST: Council Member Floam

PLEDGE OF ALLEGIANCE - Lakeside Elementary School

PROCLAMATION ISSUED - Extra Mile Day

PRESENTATION

GO-EDC Annual Update

Update on City Hall Facilities Study

CITIZEN STATEMENTS TO COUNCIL

Amber Juslen -- 1213 Witzel Ave.
Ms. Juslen spoke about the homeless in Oshkosh. Some issues she brought forward were being fined, high rent, and individuals having to choose between paying fines, rent, or food. Ms. Juslen recommends more housing be available for the homeless and that the community step up. Ms. Juslen stated that the homeless do not need to be criminalized.

CONSENT AGENDA ITEMS

Report of Bills

Receipt & Filing of Minutes - Common Council Meetings

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

Res 24-549 Approve General Development Plan Amendment for an Industrial/Storage Use at 1911 West Snell Road (Plan Commission Recommends Approval)

Res 24-550 Approve Specific Implementation Plan Amendment for an Industrial/Storage Use at 1911 West Snell Road (Plan Commission Recommends Approval)

Res 24-551 Authorize Submitting Application to Wisconsin Economic Development Corporation

(WEDC) for Community Development Investment (CDI) Grant Program for The Corridor Development, LLC; Accept Funds

Res 24-552 Approve General Development Plan for a Multi-Family Development at 0 Bowen Street, Commonly Known as Vacant Property Located Near the Southwest Corner of East Murdock Avenue and Bowen Street (Parcel 1504830300) (Plan Commission Recommends Approval)

Res 24-553 Approve Resolution to Declare End to Emergency Issued on May 25, 2023 in Response to Blockage of the City's Water Filtration Plant Intake Pipe

Res 24-554 Approve Initial Resolution for Special Assessments for Sidewalk (New and Rehabilitation), Driveway Aprons, Sanitary Sewer Main and Laterals (New and Relay), Water Main and Laterals (New and Relay), and Storm Sewer Mains and Laterals (New and Relay) Relating to Contract No. 25-07

- West 15th Avenue (Ohio Street to Oregon Street)
- Ohio Street (75' North of West 15th Avenue and 75' South of West 15th Avenue)
- Michigan Street (75' North of West 15th Avenue and 75' South of West 15th Avenue)
- Iowa Street (90' North of West 15th Avenue and 90' South of West 15th Avenue)
- Minnesota Street (90' North of West 15th Avenue and 90' South of West 15th Avenue)

Res 24-555 Approve CIP Budget Amendment and Approve Cooperative Purchases of Step Van from LDV Custom Specialty Vehicles for Water Distribution ($255,692.00)

Res 24-556 Approve Special Event - Oshkosh Area United Way to Utilize Waukau Ave. for the Race for the Light Walk-Run Hosted at the EAA Youth Education Center, December 7, 2024

Res 24-557 Approve Special Event - JJetpack Creative to utilize the Leach Amphitheater for the Valley Vinyl Music Festival, May 10, 2025

Res 24-558 Approve Class "B" Beer & "Class C" Wine License - Pin High Capital LLC

Res24-559 Approve Special Class "B" Licenses

MOTION TO APPROVE CONSENT AGENDA ABOVE

Motion To Approve Jacob Floam
Second Paul Esslinger

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

6 - 0 Passed

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

Ord 24-560 Approve Zone Change from Heavy Industrial District (HI) to Heavy Industrial District with a Planned Development Overlay (HI-PD) at 2875 Atlas Avenue (Plan Commission Recommends Approval)

Layover Until November 12th

Motion To Approve Paul Esslinger
Second Joe Stephenson

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

6 - 0 Passed

NEW RESOLUTIONS

Res 24-561 Amend Capital Improvements Program to Include Lake Shore Drive Reimagination in 2027

- Councilor Nichols asked Public Works Director Rabe to explain the reimagination plan and how this organization is committed to include landscaping in the CIP plan of 2027 to implement the project/design.
- Councilor Floam asked if neighborhood associations and other groups would be invited to attend meetings and workshops for public involvement.
- James Rabe stated that yes, the public will be invited to give their input and a reminder that these are separate construction plans (building/landscaping).
- Museum Director Cannizzo spoke and informed councilors of the appropriateness of Indigenous artists' work on the exterior of the building and the ethics behind the focus and input of public art such as acquisition, maintenance, and care. It is the museums advice not to include commissioned artwork on the exterior of the building because of competing priorities for care. Such as repair and restoration where a conservator would be needed to do the repairs. The outside of a building may be the wrong canvas to incorporate a commissioned artist for the Information Education Component of the reimagination portions of the clear wells.

Motion To Approve Paul Esslinger
Second Kris Larson

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

6 - 0 Passed

Res 24-562 Approve Professional Services Agreement with Saiki Design, Inc. for Landscape Architecture Services for Lake Shore Drive Reimagination Related to the Water Filtration Plant Clearwells Replacement Project ($172,170)

- Councilor Nichols asked if it would be required for the Indigenous community / artists to be included in the education component of the reimagination portion of the site.
- Public Works Director Rabe and City Manager Rohloff confirmed that yes, the Indigenous community will be involved and invited to "sit at the table" for their input on design when the meetings are scheduled.

Motion To Approve Jacob Floam
Second Paul Esslinger

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

6 - 0 Passed

Res 24-563 Approve 2024 Great Neighborhoods Capital Improvement Programs Funding in the

Amount of $72,500.00

Motion To Approve Paul Esslinger
Second Joe Stephenson

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

6 - 0 Passed

COUNCIL DISCUSSION, DIRECTION TO CITY MANAGER & FUTURE AGENDA ITEMS

- Councilor Esslinger brought up the topic of getting an analysis of bulk pick-up day.
- Councilor Esslinger wanted to touch base on the issue of the homeless situation.
- City Manager Rohloff stated that homelessness will be part of the Police Department's budget. The Council will learn more then.

Discussion and Direction to City Manager

Oshkosh Area Metropolitan Planning Organization Electric Vehicle Readiness Plan

- Transportation Director Collins summarized the current EV and future need for EV charging, and the plan that will be shared with the council.

West 7th Avenue Reconstruction Discussion

- Public Works Director Rabe gave a brief background on the systems in the city, the size of the box culvert that was installed, and how the level of the lake is controlled by the Army Corps of Engineers.
- City Engineer Justin Geirach noted that the department reviews the design and methodology when designing and installing a box culvert.
    - Clear stone and dams have been installed to reduce the flow of mainline trenches.
    - Bentonite damns have been installed to help with lake-level flows.
- Public Works Director Rabe noted there is a lot of groundwater in the area -- the department is currently looking for a hydrologist to determine the sources of the water etc. and finding a hydrologist has been a challenge.
- Councilor Nichols encouraged residents and staff to continue to talk and discuss this issue and what can be done to help.
- Councilor Floam noted that if residents see something, say something. Please keep in contact, and please keep the conversations going.
- Public Works Director Rabes explained the Army Corps of Engineers controls the level of Lake Winnebago. When there is a lot of rain, they continue to watch the water levels and use dams to control them.
- City Engineer Justin Geirach stated that they take into account lake elevations when designing and working on such projects.

Future Agenda Items, Meetings, and Workshops

2025 Budget Workshops, October 28th & 29th, 8:00 a.m. - 4:30 p.m.

2025 Budget Public Hearing and Workshop, Wednesday, November 6th at 6:00 p.m.

COUNCIL MEMBER ANNOUNCEMENTS & STATEMENTS

- Councilor Floam reminded others of the Oshkosh Hmong New Year Festival.

CITY MANAGER ANNOUNCEMENTS & STATEMENTS

In-Person Absentee Voting

Strategic Plan Dashboard Updated for 3rd Quarter

Grant Agreement between Public Service Commission of Wisconsin Office of Energy and the City of Oshkosh for the Energy Innovation Grant Program ($55,477.00)

Cooperative Purchases of Leaf Vacuum from MacQueen for Stormwater Utility ($67,156.00)

Professional Services Agreement with Performance Elevator Consulting, LLC for Elevator Modernization Consulting for the Oshkosh Public Library and Oshkosh Public Museum ($33,368)

Professional Services Agreement with STR-SEG for the Roof Replacement Survey for General Services ($29,850)

Outstanding Issues

ADJOURN 8:17 p.m.

Motion To Approve Paul Esslinger
Second DJ Nichols

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

6 - 0 Passed

SUBMITTED BY DIANE BARTLETT, CITY CLERK

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

D R A F T

CITY COUNCIL MINUTES
11.12.24

CALL TO ORDER 6:00 p.m.

ROLL CALL

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

Absent: Joe Stephenson

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

INVOCATION - VOTING FIRST: Deputy Mayor Buelow

PLEDGE OF ALLEGIANCE - Franklin Elementary School

PROCLAMATION ISSUED

Lennox-Gestaut Syndrome Awareness Day, November 1
Crash Responder Safety Week, November 18 - 22

CITIZEN STATEMENTS TO COUNCIL

Tina Haffeman - 1307 Washington Ave
Ms Haffeman is an Esther Housing group member and founder of the Day-by-Day Shelter. She works daily with citizens who are dealing with the affordable housing crisis. This affects people who make under $50,0000 a year, about 40% of the Winnebago population. Ms Haffeman addressed the council to bring attention to the need for a Tenant Resource center that would help prevent citizens from eviction.

Deb Martin - 164 Wildwood Dr
Ms Martin addressed the council with her concern about the lack of affordable housing in Oshkosh. Most affordable housing is poorly maintained, and some landlords refuse to make repairs after repeated requests. Many landlords charge more than the $25 per adult application fee that Wisconsin allows by law. Martin is asking the council to review the current city policies and practices for responding to tenant discrimination.

Bill Van Lopic - 2518 Sunneyview Circle, Appleton
Mr. Van Lopik would like Oshkosh to establish a resource center to empower tenants and support landlords. He believes that Oshkosh should consider some of the programs that Racine WI has implemented to help their city.

Carol Joubert -1530 Jefferson St
Ms. Joubert has seen firsthand how bad the housing crisis is while trying to help a friend find a place to live. Joubert feels there needs to be resources for tenants and landlords to help both parties get and offer affordable housing.

Jennifer Considine - 300 Dale Ave
Ms. Considine has done focus groups with the citizens and students of UWO. Most renters are afraid of retaliation by their landlords especially if they request to fix broken things on the property. Citizens are overly burdened by rent costs, and with 45% of Oshkosh's population being renters, these issues need to be addressed by changing our current city policies and practices.

Elizabeth Wills - 424 Wisconsin St Apt 3
Ms Wills was at one time homeless and stayed at the Day-By-Day shelter. Wills is very grateful for them. She now has her own place. Ms. Wills understands the struggles of the homeless community. She is asking that an emergency warming shelter be put in place as soon as possible because of the cold temperatures approaching.

Phyliss Havens - 636 Poplar Ave
Havens once raised her family out of a storage unit and stated that "it is no way to live". Havens hopes that solutions can be found, so the homeless population can have the opportunity to uphold the law.

CONSENT AGENDA ITEMS

Report of Bills

September 2024 Financial Report

Receipt & Filing of Minutes - Museum Arts and Culture Board, 09.11.2024

Res 24-564 Approve Inter-Agency Agreement Between Winnebago County and City of Oshkoshfor Type II Hazardous Material (Hazmat) Response Services for 2025

Res 24-565 Approve Transfer of Retired OFD Ambulance to the Grand Chute Fire Department ($5,000.00)

Res 24-566 Approve 2025 Business Improvement District Operating Plan and Budget ($269,300.00) (Business Improvement District Recommends Approval)

Res 24-568 Award Bid to Black Diamond Wisconsin for Installation of Epoxy Floor Coating for Various Buildings for General Services ($63,387.50)

Res 24-569 Approve Cooperative Purchase of Truck Chassis from Truck Country of Wisconsin, Inc. and Rear Loader from Scranton Manufacturing Company/New Way Trucks for Sanitation Division ($269,703.92)

Res 24-570 Award Bid to B&H Foto & Electronics Corporation for Studio and Control Room Equipment for Oshkosh Media ($24,410.02)

Res 24-571 Approve Agreement with Pentira, LLC for Database Subscription Software and Support for GO Transit 2025-2027 ($102,000.00)

Res 24-572 Award Bid to Cardinal Construction Co. Inc. for Door and Hardware Replacements for Oshkosh Convention Center ($74,450.00)

Res 24-573 Award Bid to JWC Building Specialties Inc. for Folding Panel Partitions and Accordion Door Replacements for Oshkosh Seniors Center South ($47,141.00)

Res 24-574 Approve Employee Handbook Updates

Res 24-575 Approve Submitting Application to Wisconsin Emergency Management for the Pre-Disaster Flood Resilience Grant Program

Res 24-576 Adopt Updated Lead Service Line Replacement Policy

Res 24-577 Approve Agreement with Winnebago Lawn & Snow, LLC for 2024/2025 Sidewalk Snow and Ice Removal and Establish Rates for 2024/2025 Sidewalk Snow and Ice Removal

Res 24-578 Approve Amendment No. 1 to Professional Services Agreement with Jacobs Engineering Group, Inc. for Water Filtration Plant Ozone and SCADA Systems Replacement Project Final Design ($248,095)

Res 24-579 Approve Special Class "B" Licenses

MOTION TO APPROVE CONSENT AGENDA ABOVE

Motion To Approve Deputy Mayor Karl Buelow
Second Kris Larson

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

6 - 0 Passed

ITEMS REMOVED FROM CONSENT AGENDA

Res 24-567 Adopt Oshkosh Area Metropolitan Planning Organization (MPO) Electric Vehicle Readiness Plan

AYE: Mayor Matt Mugerauer, Kris Larson, Deputy Mayor Karl Buelow, DJ Nichols, Jacob Floam

No: Paul Esslinger

5 - 1 Passed

PENDING ORDINANCES

Ord 24-580 Approve Zone Change from Heavy Industrial District (HI) to Heavy Industrial District with a Planned Development Overlay (HI-PD) at 2875 Atlas Avenue (Plan Commission Recommends Approval)

Motion To Approve Paul Esslinger
Second Kris Larson

AYE: Kris Larson, Deputy Mayor Karl Buelow, Paul Esslinger, DJ Nichols, Jacob Floam

5 - 0 Passed

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.)*

****Ord 24-581*** Cancel December 24, 2024 Council Meeting

Ord 24-582 Create Temporary Ordinance Prohibiting Alcohol in City Parks (Staff Recommends Waiving the Rules and Adopting on First Reading)

NEW RESOLUTIONS

Res 24-583 Amend Approved Designated Outdoor Refreshment Area (DORA) for the Downtown Business Improvement District (BID) Area 2024/2025 to Remove City Park Property and Sidewalk Adjoining Opera House Square Park

Council Member Nicholas would like to layover to 11.2/.24 so it will align with ordinance 24-582.

Layover To November 27th

Motion To Approve Paul Esslinger

Second Deputy Mayor Karl Buelow

AYE: Mayor Matt Mugerauer, Kris Larson, Deputy Mayor Karl Buelow, DJ Nichols, Jacob Floam

No: Paul Esslinger

5 - 1 Passed

Res 24-584 Approve General Development Plan and Specific Implementation Plan for Directional Signage at 2875 Atlas Avenue (Plan Commission Recommends Approval)

Motion To Approve Paul Esslinger
Second Kris Larson

AYE: Mayor Matt Mugerauer, Kris Larson, Paul Esslinger, DJ Nichols, Jacob Floam

5 - 0 Passed

Res 24-585 Appropriate ARPA Funds for 2024 Projects in Lieu of Issuing Debt

Motion To Approve Jacob Floam
Second Deputy Mayor Karl Buelow

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

6 - 0 Passed

Res 24-586 Approve Agreement with Passport Labs, Inc. for Implementation of Parking Enforcement and Parking Permitting Software for the Information Technology Division ($106,840.06)

Motion To Approve Paul Esslinger
Second Kris Larson

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

6 - 0 Passed

Res 24-587 Approve Resolution authorizing the issuance of not to exceed $17,415,000 aggregate principal amount of General Obligation Promissory Notes of the City of Oshkosh, Winnebago County, Wisconsin, in such amount, providing details, prescribing the form of note, levying taxes, and authorizing the sale of said notes to the purchaser thereof.

Motion To Approve Paul Esslinger
Second Kris Larson

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

6 - 0 Passed

Res 24-588 Approve Resolution authorizing the issuance of not to exceed $5,775,000 aggregate principal amount of Water System Revenue Bonds of the City of Oshkosh, Winnebago County, Wisconsin, for the purpose of completing certain capital projects related to the City's waterworks system, prescribing details of said bonds and the form of bond, providing for the payment of said bonds and the covenants with respect thereto, authorizing the award of said bonds to the best bidder therefor and related matters.

Motion To Approve Paul Esslinger
Second Kris Larson

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

6 - 0 Passed

Res 24-589 Approve Resolution authorizing the issuance of not to exceed $4,330,000 aggregate principal amount of Sewer System Revenue Bonds of the City of Oshkosh, Winnebago County, Wisconsin, for the purpose of completing certain capital projects related to the City's sewer system, prescribing details of said bonds and the form of bond, providing for the payment of said bonds and the covenants with respect thereto, authorizing the award of said bonds to the best bidder therefor and related matters.

Motion To Approve Paul Esslinger
Second Kris Larson

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

6 - 0 Passed

Res 24-590 Adopt the 2025 Annual Budget and Establish the Tax Levy for the City of Oshkosh

- Council Member Floam stated that because of the 2024 real estate evaluation and the issues that the city faced, we had to approach the budget differently this year. This budget is not perfect, but they have did the best they could with the resources they had. Floam is looking forward to the future.
- Council Member Esslinger stated that this is the 13th budget that he has gone over with the city. This budget had a lot of curveballs, but he feels that with all the obstacles, they have a solid budget.
- Deputy Mayor Buelow is not overly comfortable with this budget. He hopes they did not make a huge deficit for next year's council. He is not happy with how the budget ended up, but he is happy with the process that got them here.
- Council Member Nicholas agrees that this was a difficult budget to work with. Nichols hopes they are not creating problems for next year. He believes bringing in consultants to look at the city's practices and policies is key going into the 2025 budget year.
- Council Member Larson echoed what all council members said and wanted to add that there was a lot of feedback from the community, and it was great to see so many engaged in this process.
- Mayor Mugerauer stated he was not excited about how they got to the finished product financially. He also wanted to point out that in his seven budget cycles, this was the most collaborative and intense discussion that council had. He also recognized the hard work that was put in by city staff and department heads to complete this process.

Motion To Approve Paul Esslinger
Second Deputy Mayor Karl Buelow

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

6 - 0 Passed

Res 24-591 Approve Financing for the 2025 Capital Improvement Projects

Motion To Approve Paul Esslinger
Second Jacob Floam

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

6 - 0 Passed

Res 24-592 Award Bid for Public Works Contract No. 25-07 to Carl Bowers & Sons Construction Company, Inc. for West 15th Avenue Reconstruction ($5,009,935.27)

Motion To Approve Paul Esslinger
Second Kris Larson

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

6 - 0 Passed

COUNCIL DISCUSSION, DIRECTION TO CITY MANAGER & FUTURE AGENDA ITEMS

Discussion and Direction to City Manager

West 7th Avenue Reconstruction Discussion

Public Discussion:

Lee Faust - 411 W 7th Ave
Mr. Faust shows 2 short videos of his father's basement and sump pump footage. Faust says these problems were brought to the city before the sidewalks and streets were poured. He was amazed that the street construction continued. Faust would have been more than happy if the project was delayed until the problem could have been addressed or potentially dug up. Faust's father's house and surrounding neighbors continue to have water in their basement. The sump pumps are running every 25 seconds, which has been nonstop since September 19th.

Court Lakosh - 9003 Liberty School
Mr Lakosh gave the council a copy of the soil boring logs that were done by the city. The report shows that before the project started, the soil boring elevation of groundwater to where it is wet was 20 feet. The city's report done one year later, at the same point, shows it is 10 ft higher. This shows why there is water in our basement, but the answer we are looking for is how is it getting there. Lakosh states the only change since October 2023 is the major road construction project that has been done.

Council members recognize that there is an issue, they understand the frustration these residents are feeling and agree they want to be updated on the monitoring and investigated data found.

Director of Public Works, James Rabe and Engineering Division Manager/ City Engineer Just Gierach stated that the Public Works Department is still investigating and working on the issue. PW staff are meeting with consultants and sharing this information with residents, they are giving weekly updates and background information. PW is seeking the expertise of a hydrologist to help answer some of the questions brought forward. They will be getting proposals and additional measures to help facilitate the resolution of this situation.

City Manager Rohloff explained that PW is still working with the contractor and seeing

the specialized knowledge of a hydrologist would be beneficial.

2024 Election Recap - Process and Procedures

The City Clerk recognized there were many challenges on election day. High voter turnout and election day registrations played a key part in longer-than-usual lines throughout the city. The polls processed over 4000 election day registrations. The Clerks Department is analyzing its processes and procedures and has begun to move forward with technology for the next General Election. Also, the need for council to reach out to their constituents to register early and, if they are interested, to become a poll worker. They may do so by registering on MytVote.gov and signing up with their desired party to become poll workers. By law, the party list of interested poll workers is the first list that must be used when organizing poll workers. City Clerk Bartlett invites all council members to put on their social media the link to MyVote so constituents can register before election day.

Public Comment - Tim Patterson

Mr. Patterson stated that he was one of the candidates on the ballot for the 54th assembly. Patterson felt there was a high level of unpreparedness in the clerk's office and the results should have been produced in a timely manner. Mr. Patterson felt the process of the election was handled inefficiently.

Future Agenda Items, Meetings, and Workshops

Closed Session (re City Hall), Tuesday, November 26th, after Council meeting

COUNCIL MEMBER ANNOUNCEMENTS & STATEMENTS

CITY MANAGER ANNOUNCEMENTS & STATEMENTS

Professional Services Agreement with AECOM for Mill on Main Monitoring Well Abandonment Services ($56,975.00)

Outstanding Issues

MOTION TO GO INTO CLOSED SESSION (Room 404, City Hall)

The Common Council may convene into closed session pursuant to Section 19.85(1)(c) of the Wisconsin State Statutes to consider employment and compensation of City Manager, a public employee over which the governmental body has jurisdiction or exercises responsibility (specifically, review of candidates for the City Manager recruitment).

ADJOURN 8:04 p.m.

SUBMITTED BY DIANE BARTLETT, CITY CLERK

THE FULL AUDIO RECORDING OF THIS MEETING IS AVAILABLE ON OUR WEBSITE AT:
https://www.oshkoshmedia.org/

OSHKOSH COMMON COUNCIL
CITY HALL, OSHKOSH, WISCONSIN
November 12, 2024
CLOSED SESSION MINUTES

CALL TO ORDER: (Mayor Mugerauer) TIME: 8:15

MOTION TO GO INTO CLOSED SESSION (Room 404, City Hall)

The Common Council may convene into closed session pursuant to Section 19.85(1)(c) of the Wisconsin State Statutes to consider employment and compensation of City Manager, a public employee over which the governmental body has jurisdiction or exercises responsibility (specifically, review of candidates for the City Manager recruitment).

	Roll Call	Closed Session		
1. ESSLINGER	✓	✓		
2. FLOAM	✓	✓		
3. BUELOW	✓	✓		
4. STEPHENSON * arrived @ 8:40pm		✓		
5. NICHOLS	✓	✓		
6. LARSON	✓	✓		
7. MUGERAUER	✓	✓		

ALSO PRESENT: John Fitzpatrick, Michelle Behnke, Lee Szymborski

ADJOURNMENT:

MOTION TO ADJOURN BY: Floam

SECONDED BY: Buelow

CARRIED BY VOICE VOTE

THE MEETING/closed session ADJOURNED AT: 9:30

Matt Mugerauer

SIGNED/ Mayor Mugerauer

DRAFT

CITY COUNCIL MINUTES
11.19.24 CM Recruitment

CALL TO ORDER 8:11 a.m.

ROLL CALL

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

Staff: John Fitzpatrick, Assistant City Manager/Director of Administrative Services; Lynn Lorenson, City Attorney; Diane Bartlett, City Clerk; Michelle Behnke, Human Resources Manager

OPEN SESSION

Res 24-593 Appoint Community and Department Director Panels for City Manager Recruitment

Motion To Approve Mayor Matt Mugerauer
Second Paul Esslinger

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

7 - 0 Passed

Panels will formally convene

Discuss the interviewing process with the two panels and the Common Council

Panels will move to go into closed session

CLOSED SESSION

The Common Council may convene into closed session pursuant to Section 19.85(1)(c) of the Wisconsin State Statutes when considering employment of any public employee over which the Common Council has jurisdiction and exercises responsibility; under Section 19.85(1)(e) of the Wisconsin Statutes, where competitive or bargaining reasons require a closed session; and Section 19.85(1)(f) of the Wisconsin Statutes for consideration of the social or personal histories of specific persons, which if discussed in public would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories, specifically, to:

1. Distribute questions and benchmarks for interviews;
2. Conduct interviews with finalists for the City Manager position;
3. Review Meet and Greet feedback;
4. Review Common Council panel interview results;
5. Discuss candidate interviews with Community Panel;
6. Discuss candidate interviews with Department Director Panel; and
7. Discussion of all panel presentations and interview results, and direction to MGT and Assistant City Manager/Director of Administrative Services John Fitzpatrick

Motion To Approve Deputy Mayor Karl Buelow
Second Jacob Floam

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

7 - 0 Passed

ADJOURN

SUBMITTED BY DIANE BARTLETT, CITY CLERK

OSHKOSH COMMON COUNCIL
ROOM 406, CITY HALL
OSHKOSH, WISCONSIN
November 19, 2024
Closed Session Minutes

CALL TO ORDER 8:20 a.m.

ROLL CALL

Deputy Mayor Buelow	Councilor Nichols
Councilor Esslinger	Councilor Stephenson
Councilor Floam	Mayor Mugerauer
Councilor Larson	

Interview questions and benchmark responses for the interviews for the position of City Manager were distributed.

The Council then interviewed finalists Rebecca Grill and William Jones.

Break from 11:45 a.m. to 12:30 p.m.

The Council then interviewed finalists Robert Cowell and J. Cartier Napier.

Break from 3:45 p.m. to 4:00 p.m.

The Council met with the Community Panel at 4:10 p.m. to obtain feedback regarding the finalists for City Manager.

The Council met with the Department Director Panel at 4:35 p.m. to obtain feedback regarding the finalists for City Manager.

The Council gave direction to John Fitzpatrick, Assistant City Manager / Director of Administrative Services for the City of Oshkosh, regarding an offer of employment for the position of City Manager.

ADJOURN

Motion To Adjourn: Motion by Deputy Mayor Buelow
Seconded Councilor Floam

CARRIED: Ayes 7-0

THE MEETING ADJOURNED AT 6:57 p.m.

Respectfully Submitted,
Mayor Mugerauer
Mayor, City of Oshkosh

OSHKOSH COMMON COUNCIL
DEPARTMENT DIRECTOR PANEL
ROOM 404 & 406, CITY HALL
OSHKOSH, WISCONSIN
November 19, 2024
Closed Session Minutes

CALL TO ORDER in Room 404 at 8:15 a.m.

ROLL CALL
Julie Calmes
Jim Collins
Anna Cannizzo
Darryl Eschete
John Fitzpatrick
Lynn Lorenson
Ray Maurer
Kelly Nieforth
James Rabe
Mike Stanley

The Secretary distributed the interview questions and benchmark responses for the interviews for the position of City Manager.

The Panel then interviewed finalists Robert Cowell and J. Cartier Napier.

The Panel then interviewed finalists Rebecca Grill and William Jones.

The Panel discussed the finalists and prepared to give feedback to the Common Council.

Panel moved to Room 406 at 4:35 p.m. and met with the Common Council to provide feedback regarding the finalists for City Manager for the City of Oshkosh.

MOTION: To Adjourn sine die (Motion by Lorenson seconded by Rabe

CARRIED : 10-0

THE MEETING ADJOURNED AT 5:20 p.m.

Respectfully Submitted,

John Fitzpatrick. Secretary to Department Director Panel for the Common Council of the City of Oshkosh

OSHKOSH COMMON COUNCIL- DEPARTMENT DIRECTOR PANEL
ROOM 406, CITY HALL
OSHKOSH, WISCONSIN
November 19, 2024

Open Session Minutes

CALL TO ORDER 8:13 a.m.

ROLL CALL - Department Director Panel

Julie Calmes	Present	Lynn Lorenson	Present
Jim Collins	Present	Ray Maurer	Present
Anna Cannizzo	Present	Kelly Nieforth	Present
Darryl Eschete	Present	James Rabe	Present
John Fitzpatrick	Present	Mike Stanley	Present

John Fitzpatrick, Assistant City Manager / Director of Administrative Services, greeted and thanked the Common Council and the Panel members for their participation in the process of selection of the City Manager, and led a general discussion regarding the interview process to be followed.

MOTION: that the Panel convene in closed session following the adjournment of this meeting, under Section 19.85(1)(e) of the Wisconsin Statutes, where competitive or bargaining reasons require a closed session; and Section 19.85(1)(f) of the Wisconsin Statutes for consideration of the social or personal histories of specific persons which if discussed in public would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and for the following purposes:

- to go into closed session to receive the questions and benchmarks for interviews;
- to move to assigned meeting room to interview finalists for the City Manager position;
- to provide feedback regarding the finalists to the Common Council."

Motion by Lynn Lorenson seconded by Jim Collins *(Motion to go into closed session must be done by roll call vote.)*

AYE: Calmes, Collins, Cannizzo, Eschete, Fitzpatrick, Lorenson, Maurer, Nieforth, Rabe, Stanley

CARRIED: 10-0

Adjourn sine die *(Motion to adjourn sine die may be done by voice vote.)*

Motion by Lynn Lorenson Seconded by James Rabe

CARRIED: 10-0

The meeting adjourned at 5:20 p.m.

Respectfully Submitted,
John Fitzpatrick. Secretary to Department Director Panel for the Common Council of the City of Oshkosh

OSHKOSH COMMON COUNCIL
COMMUNITY PANEL
ROOM 203 & 406, CITY HALL
OSHKOSH, WISCONSIN
November 19, 2024
Closed Session Minutes

CALL TO ORDER in Room 203 8:14 a.m.

ROLL CALL Bryan Davis
Rob Kleman
Beth Oswald
Tricia Rathermel
Bill Wyman

ALSO PRESENT: Michelle Behnke, acting as Recording Secretary

The Secretary distributed the interview questions and benchmark responses for the interviews for the position of City Manager.

The Panel then interviewed finalists J. Cartier Napier and Rebecca Grill.

Break from 11:03 a.m. to12:27 p.m.

The Panel then interviewed finalists William Jones and Robert Cowell.

The Panel discussed the finalists and prepared to give feedback to the Common Council.

Panel moved to Room 406 at 4:10 p.m. and met with the Common Council to provide feedback regarding the finalists for City Manager for the City of Oshkosh.

MOTION: To Adjourn sine die (Motion by Bryan Davis seconded by Bill Wyman

CARRIED : Ayes 5-0

THE MEETING ADJOURNED AT 4:22 p.m.

Respectfully Submitted,

Michelle Behnke, Secretary to Community Panel for the Common Council of the City of Oshkosh

OSHKOSH COMMON COUNCIL
COMMUNITY PANEL
ROOM 406, CITY HALL
OSHKOSH, WISCONSIN
November 19, 2024
Open Session Minutes

CALL TO ORDER (By Recording Secretary Michelle Behnke) 8:15 a.m.

ROLL CALL - Community Panel

Bryan Davis	Present	Tricia Rathermel	Present
Rob Kleman	Present	Bill Wyman	Present
Beth Oswald	Present		

ALSO PRESENT: Michelle Behnke as Secretary to the Panel

John Fitzpatrick, Assistant City Manager / Director of Administrative Services greeted and thanked the Common Council and the Panel members for their participation in the process of selection of the City Manager, and led a general discussion regarding the interview process to be followed.

MOTION: that the Community Panel convene in closed session following the adjournment of this meeting, under Section 19.85(1)(e) of the Wisconsin Statutes, where competitive or bargaining reasons require a closed session; and Section 19.85(1)(f) of the Wisconsin Statutes for consideration of the social or personal histories of specific persons which if discussed in public would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories and for the following purposes:

- to go into closed session to receive the questions and benchmarks for interviews;
- to move to assigned meeting room to interview finalists for the City Manager position;
- to provide feedback regarding the finalists to the Common Council."

Motion by Bryan Davis seconded by Bill Wyman - *(Motion to go into closed session must be done by roll call vote.)*

AYE: Davis. Kleman, Oswald, Rathermel, Wyman

CARRIED: 5-0

The meeting adjourned to closed session at 8:12 a.m.

Respectfully Submitted,
Michelle Behnke
Secretary to Community Panel for the Common Council of the City of Oshkosh

OSHKOSH COMMON COUNCIL
CITY HALL, OSHKOSH, WISCONSIN
November 26, 2024
CLOSED SESSION MINUTES

CALL TO ORDER: TIME: 8:34 pm

CLOSED SESSION: The Common Council may convene into closed session pursuant to Section 19.85(1)(e) of the Wisconsin Statutes, where competitive or bargaining reasons require a closed session (specifically, review of options for future of city hall).

	Roll Call	Closed Session		
1. ESSLINGER	x			
2. FLOAM	x			
3. BUELOW	x			
4. STEPHENSON	x			
5. NICHOLS	x			
6. LARSON	recused/absent			
7. MUGERAUER	x			

ALSO PRESENT: Mark Rohloff, Lynn Lorenson, Diane Bartlett, Joh Urben, John Fitzpatrick, Mike Blank, Jim Wallenkamp (Kueny Archite.) Tricia Rathermel (GOEDC)

ADJOURNMENT:

MOTION TO ADJOURN BY: Buelow

SECONDED BY: Stephenson

CARRIED BY VOICE VOTE

THE MEETING/closed session ADJOURNED AT: 9:51 pm

Submitted by: Diane Bartlett

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

DATE: December 10, 2024

Claim Information

Claimant: Branden Ewing
Date of Loss: September 13, 2023
Summary of Claim: Alleged injury when a garbage truck struck his vehicle.

TO:	Honorable Mayor and Members of the Common Council
FROM:	Jon Urben, General Services Manager
DATE:	December 10, 2024
SUBJECT:	Res 24-637 Award Bid to MTI - Mechanical Technologies Inc. for HVAC Improvements for Field Operations Center ($24,158.00)

BACKGROUND

At their September 24, 2024 meeting, the Common Council approved allocating $35,000.00 in remaining ARPA appropriations for HVAC Improvements for offices at the Field Operations Center. The project scope includes new HVAC thermostats and ducting as part of necessary office renovations. The City engaged Fox Valley MEP, Inc. to design the HVAC improvements and provide the bid specifications for the project.

ANALYSIS

Working with Fox Valley MEP, Inc., Field Operations and Facilities Maintenance staff, Purchasing prepared bid specifications for this project. The bid was advertised in the local newspaper and posted on Demandstar. Bids were due November 20, 2024. The bid tab is attached. The low bid from MTI- Mechanical Technologies Inc. met all the minimum bid requirements.

FISCAL IMPACT

The Common Council allocated $35,000.00 in ARPA appropriations for this project. With this bid award of $24,158.00 and Fox Valley MEP, Inc.'s design fees of $1,000.00, the total fiscal impact of this bid is approximately $25,158.00. This project will be charged to A/N#: 02240130 7214 15467 (Buildings & Building Improvements: ARPA- FOC Office Remodel). The City's Facilities Maintenance and Electric Division will use the remaining project funds to purchase materials and supplies to complete the project.

RECOMMENDATION

Purchasing recommends the Common Council award this bid to MTI- Mechanical Technologies Inc. for $24,158.00.

Attachments

RES 24-637
Bid Tab HVAC Improvements FOC Offices

12/10/2024 24-637 RESOLUTION

7-0

PURPOSE: AWARD BID TO MTI- MECHANICAL TECHNOLOGIES INC. FOR HVAC IMPROVEMENTS FOR FIELD OPERATIONS CENTER ($24,158.00)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the City of Oshkosh has heretofore advertised for bids for HVAC Improvements for Field Operations Center; and

WHEREAS, upon the opening and tabulation of bids, it appears that the following is the most advantageous bid:

MTI- Mechanical Technologies Inc.
701 Morley Rd
Green Bay, WI 54303

Total Bid: $24,158.00

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

Acct. No. 02240130 7214 15467 Buildings & Building Improvements: ARPA- FOC Office Remodel

BID TAB
HVAC IMPROVEMENTS – FIELD OPERATIONS CENTER
WEDNESDAY NOVEMBER 20, 2024 11:00 A.M.

BIDDER	BID	PREQUAL	BID BOND
Gartman Mechanical Inc 520 W South Park Ave Oshkosh WI 54902	$24,990.00	YES	N/A
Southport Engineered Systems Inc 1343 S 27th St Caledonia WI 53108	$29,790.00	YES	N/A
MTI – Mechanical Technologies Inc 701 Morley Rd Green Bay WI 54303	$24,158.00	YES	YES

TO:	Honorable Mayor and Members of the Common Council
FROM:	Jon Urben, General Services Manager
DATE:	December 10, 2024
SUBJECT:	Res 24-638 Award Bid to Cardinal Construction Company, Inc. for Signage Improvements for Oshkosh Public Museum ($50,641.00)

BACKGROUND

At their November 9, 2022 meeting, the Common Council approved allocating $75,000.00 in ARPA appropriations for signage improvements at the Oshkosh Public Museum. The purpose of the Oshkosh Public Museum's exterior signage project is to replace the temporary signage on the northwest corner of the Museum's property near the intersection of Congress Ave. and High Ave that has been in place for over 30 years. In addition, a new sign in the front of the Museum off of Algoma Blvd. would replace the Museum terrace sign that was destroyed by a vehicle accident several years ago. These signs are an important element for wayfinding and advertising exhibitions. The scope of the project includes a permanent sign on the northwest corner that is similar in size and spacing to the brick columns supporting the arch on the northeast corner of the Museum's property. The brick columns will support a metal sign with raised lettering stating "Oshkosh Public Museum". The aesthetic of the new northwest signage will be consistent to the look of the archway on the northeast corner of the property. The banner-style sign in the front (east) side of the Museum will be mounted on a pole similar, but slightly larger, to the existing light poles on the property. This signage pole will support a banner that will be used to indicate the OPM logo and will have the flexibility to be substituted to advertise special exhibitions. As part of this project the City's Electrical Division will provide the necessary equipment and installation of electrical components. The City engaged Saiki Designs, Inc. to design the sign improvements and provide the bid specifications for the project.

ANALYSIS

Working with Saiki Designs, Inc., Museum and Facilities Maintenance staff, Purchasing prepared bid specifications for this project. The bid was advertised in the local newspaper and posted on Demandstar. Bids were due November 20, 2024. The bid tab is attached. The low bid from Cardinal Construction Company, Inc. met all the minimum bid requirements.

FISCAL IMPACT

The Common Council allocated $75,000.00 in ARPA appropriations for this project. With this bid award of $50,641.00 and Saiki Design Inc.'s design fees of $12,140.00, the total fiscal impact of this bid is approximately $62,781.00. This project will be charged to A/N#: 02241070 7214 15231 (Buildings & Building Improvements: ARPA -- Loss Revenue/CIP 2022). The City's Electric Division will use approximately $4,000 of the remaining allocated funds to purchase and install the electrical components for the sign.

RECOMMENDATION

Purchasing recommends the Common Council award this bid to Cardinal Construction

Company, Inc. for $50,641.00.

Attachments

RES 24-638
Bid Tab OPM Signage Improvements

12/10/2024 24-638 RESOLUTION

CARRIED 7-0

PURPOSE: AWARD BID TO CARDINAL CONSTRUCTION COMPANY, INC. FOR SIGNAGE IMPROVEMENTS FOR OSHKOSH PUBLIC MUSEUM ($50,641.00)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the City of Oshkosh has heretofore advertised for bids for Signage Improvements for Oshkosh Public Museum; and

WHEREAS, upon the opening and tabulation of bids, it appears that the following is the most advantageous bid:

Cardinal Construction Company, Inc.
1183 Industrial Parkway
Fond du Lac, WI 54937

Total Bid: $50,641.00

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

Acct. No. 02241070 7214 15231 Buildings & Building Improvements: ARPA – Loss Revenue/CIP 2022

BID TAB
OSHKOSH PUBLIC MUSEUM – SIGNAGE IMPROVEMENTS
WEDNESDAY NOVEMBER 20, 2024 10:00 A.M.

BIDDER	BID	PREQUAL	BID BOND
Elevate97 1085 Parkview Rd Green Bay WI 54304	$59,067.00	YES	YES
Cardinal Construction Co Inc 1183 Industrial Parkway Fond du Lac WI 54937	$50,641.00	YES	YES

TO: Honorable Mayor and Members of the Common Council

FROM: Jon Urben, General Services Manager

DATE: December 10, 2024

SUBJECT: Res 24-639 Award Bid to Various Vendors for Chemicals for the Water Filtration/Wastewater Treatment Plants for 2025 (Various Amounts)

BACKGROUND

This is the annual bid for operational treatment chemicals for the year 2025. The chemicals are for the Water Filtration Plant (WFP) and the Wastewater Treatment Plant (WWTP).

ANALYSIS

Working in conjunction with Water Filtration and Wastewater staff, Purchasing reviewed and prepared proposals seeking vendors for these chemicals. The bid due dates are listed on the attached bid tabs. After comparing vendor unit prices based on projected consumption, staff determined the low bids for total annual estimated costs on the attached bid tabs met the minimum bid specifications.

FISCAL IMPACT

Based on the low bids, the estimated 2025 fiscal impact of these chemicals multiplied against their estimated quantity with their associated 2025 operating budget to be charged to their 1507 (chemical inventory) accounts and recommended vendor award is as follows:

Chemical and Plant	2024 Est. Cost	2025 Est. Cost	Account #	Recommended Award
Liquid Chlorine WWTP	$122,100	$127,080	05511910 1507	Alexander Chemical
Liquid Chlorine WFP	$122,100	$127,080	05411810 1507	Alexander Chemical
Liquid Alum. Sulf. WFP	$258,300	$279,300	05411810 1507	Chemtrade Chemicals
Sodium Hyd. 30% WFP	$369,000	$437,000	05411810 1507	Milport Enterprises
Liquid Ferric WWTP	$448,200	$475,500	05511910 1507	Kemira Water Solutions Inc.
Liquid Odor WWTP	$128,520	$134,980	05511910 1507	Evoqua Water Technologies
Anhydrous Amm.WFP	$19,875	$30,500	05411810 1507	Milport Enterprises
Sodium Bisulf. WWTP	$28,800	$32,300	05511910 1507	Hydrite Chemical Company
Fluorosilic Acid WFP	$17,280	$28,740	05411810 1507	Alexander Chemical
Dry Poly. WWTP	$101,920	$106,837.50	05511910	Polydyne Inc.

			1507	
Liquid Polyelec. WFP	$117,510	$102,600	05411810 1507	Polydyne Inc.
Liquid Oxygen WFP	$133,600	$107,636.69	054118101507	Airgas USA LLC
Phosphoric Acid WFP	N/A	$96,800	054118101507	Shannon Chemical Corp.
Total Est. Cost	$1,867,205	$2,086,354.10		

The cost of the chemicals can vary annually depending upon on production cost, raw material availability and market demands. The quantities of chemicals used by the utilities can vary annually depending on water treatment needs. Based on the bids and other variables, staff anticipates an estimated 11.7% increase in water chemical costs for 2025. The total estimated 2025 cost for these chemicals is $2,086,354.10.

RECOMMENDATION

Purchasing recommends the Council award the chemical bids to vendors as indicated above and on the attached bid tabs. If there are any questions about these bids, please contact Public Works Director James Rabe or me.

Attachments

RES 24-639
Bid Tab Water Chemicals 2025
Bid Tab Dry Cationic
Bid Tab Phosphoric Acid
Bid Tab Liquid Cationic

12/10/2024 24-639 RESOLUTION

CARRIED 7-0

PURPOSE: AWARD BID TO VARIOUS VENDORS FOR CHEMICALS FOR THE WATER FILTRATION/WASTEWATER TREATMENT PLANTS FOR 2025 (VARIOUS AMOUNTS)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the City of Oshkosh has heretofore advertised for bids for chemicals for the Water Filtration Plant and Wastewater Treatment Plant; and

WHEREAS, upon the opening and tabulation of bids, it appears that the following are the most advantageous bids:

A)
MILPORT ENTERPRISES
2829 S 5th Court
Milwaukee, WI 53207

25,000 lbs. Anhydrous Ammonia $1.22/lb. $30,500.00
1,000,000 lbs. Sodium Hydroxide 30% $0.1311/wet lb. $437,000.00

B)
SHANNON CHEMICAL CORP
PO Box 376
Malvern, PA 19355

80,000 lbs. Phosphoric Acid 50% H3PO4 $1.21/lb. $96,800.00

C)
ALEXANDER CHEMICAL
315 Fifth Street
Peru, IL 61354

120 tns. Liquid Chlorine $2,118.00/tn. $254,160.00
60,000 lb. Fluorosilic Acid $0.479/lb. $28,740.00

D)
CHEMTRADE CHEMICALS US LLC
90 East Halsey Road
Parsippany, NJ 07054-3705

700 Tons Liquid Alum. Sulfate $399.00/dry tn. $279,300.00

E)
EVOQUA WATER TECHNOLOGIES LLC
2650 Tallevast Road
Sarasota, FL 34243

34,000 gls. Liquid Odor & Corrosion Control $3.97/gl. $134,980.00

F)

KEMIRA WATER SOLUTIONS INC.
4321 W 6th St
Lawrence, KS 66049

317,000 lbs. Liquid Ferric Chloride 38-42% $1.58/lb. iron $475,500.00

G)
AIRGAS USA LLC
3400 Executive Dr
Appleton , WI 54911

1,713,960 lbs. Liquid Oxygen $0.0628/lb. $107,636.69

H)
POLYDYNE INC
1 Chemical Plant Rd
Riceboro, GA 31323

135,000 lbs. Polymer Cationic $0.76/lb. $102,600.00
2,000 lbs. Polymer Anionic $1.56/lb. $3,120.00
1,500 lbs. Polymer Nonionic $1.56/lb. $2,340.00
57,750 lbs. Clarifloc C-3282 $1.85/lb. $106,837.50

I)
HYDRITE CHEMICAL CO
300 N Patrick Blvd
Brookfield, WI 53045

190,000 lbs. Sodium Bisulf. Solution $0.17/lb. $32,300.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh the said bids are hereby accepted and the proper City officials are hereby authorized and directed to enter into appropriate agreements for the purpose of same, all according to plans, specifications, and bids on file. Money for this purpose is hereby appropriated from:

Acct Nos.		
Liquid Chlorine WWTP	05511910 1507	Alexander Chemical
Liquid Chlorine WFP	05411810 1507	Alexander Chemical
Liquid Alum. Sulf. WFP	05411810 1507	Chemtrade Chemicals
Sodium Hyd. 30% WFP	05411810 1507	Milport Enterprises
Liquid Ferric WWTP	05511910 1507	Kemira Water Solutions Inc.
Liquid Odor WWTP	05511910 1507	Evoqua Water Technologies
Anhydrous Amm.WFP	05411810 1507	Milport Enterprises
Sodium Bisulf. WWTP	05511910 1507	Hydrite Chemical Company
Fluorosilic Acid WFP	05411810 1507	Alexander Chemical
Dry Poly. WWTP	05511910 1507	Polydyne Inc.
Liquid Polyelec. WFP	05411810 1507	Polydyne Inc.
Liquid Oxygen WFP	05411810 1507	Airgas USA LLC
Phosphoric Acid WFP	05411810 1507	Shannon Chemical Corp.

FINAL BID TAB
CITY OF OSHKOSH
2025 CHEMICAL REQUIREMENTS FOR OSHKOSH WATER TREATMENT
AND WASTEWATER PLANT
BIDS OPENED NOVEMBER 1, 2024

NAMES OF BIDDERS	240,000 lbs. or 120 Tons Liquid Chlorine WWTP/WFP	1,400,000 lbs. or 700 Tons Liquid Aluminum Sulfate WFP	317,000 lbs. Liquid Ferric Chloride 38-42% WWTP	1,000,000 lbs. or 91,000 gals Sodium Hydroxide 30% NaOH WFP	34,000 gals Liquid Odor & Corrosion Control WWTP	60,000 lbs or 60,000 Fluorosilic Acid WFP	190,000 lbs. Sodium Bisulfite Solution WWTP
Hydrite Chemical Co 300 N Patrick Blvd Brookfield WI 53045				.26/Wet lb. $260,000.00 Firm			.17/lb $32,300.00 Firm 3 Months
Alexander Chemical 315 Fifth Street Peru IL 61354	$2,118.00/Ton $254,160.00 Firm			.385/lb $385,000.00 Firm		.479/lb $28,740.00 Firm	0.215/lb $40,850.00 Firm
USALCO, LLC 2601 Cannery Ave Baltimore MD 21226							
Chemtrade Chemicals US LLC 90 East Halsey Road Parsippany NJ 07054-3705		$399.00/Dry Ton $279,300.00 Firm					
Evoqua Water Technologies LLC 2650 Tallevast Road Sarasota FL 34243					$3.97/gal $134,980.00 Firm		
PVS Technologies Inc 10900 Harper Ave Detroit MI 48213			$2.16/lb $684,720.00 Firm				
PVS Chemical Solutions, Inc 10900 Harper Ave Detroit, MI 48213							.1725/lb $32,775.00 Firm
Kemira Water Solutions Inc 4321 W 6th St Lawrence, KS 66049			$1.58/lb iron $475,500.00 Firm				
Airgas Specialty Products, Inc 1200 W 138th St Riverdale IL 60827							
Milport Enterprises Inc 2829 S 5th Court Milwaukee WI 53207				.1311/wet lb $437,000.00 Firm			

BID TAB
CITY OF OSHKOSH
2025 REQUIREMENTS DRY CATIONIC POLYELECTROLYTE
FOR WASTEWATER TREATMENT PLANT
BIDS OPENED NOVEMBER 1, 2024

NAMES OF BIDDERS	57,750 Clarifloc C-3282 WWTP	57,750 Praestol 857 BS WWTP
Polydyne Inc One Chemical Plant Rd Riceboro GA 31323	$1.85/lb $106,837.50 Firm	

BID TAB

CITY OF OSHKOSH

2025 CHEMICAL REQUIREMENTS FOR OSHKOSH WATER TREATMENT

BIDS OPENED NOVEMBER 22, 2024

NAMES OF BIDDERS	1,713,960 lbs. or 180,000 gals. Liquid Oxygen WFP	80,000 lbs. or 7,246 gals. Phosphoric Acid 50% H3PO4 WFP	25,000 lbs. or 128,750 gals. Anhydrous Ammonia WFP
Milport Enterprises 2829 S 5th Court Milwaukee WI 53207			$1.22/lb. $30,500.00 Firm
Airgas USA LLC 3400 Executive Dr Appleton WI 54911	.0628/lb. $107,636.69 Firm		
Shannon Chemical Corp PO Box 376 Malvern PA 19355		$1.21/lb. $96,800.00 Firm	

BID TAB
CITY OF OSHKOSH
2025 REQUIREMENTS LIQUID POLYELECTROLYTE
FOR WATER FILTRATION PLANT
BIDS OPENED NOVEMBER 1, 2024

NAMES OF BIDDERS	135,000 lbs. Polymer Cationic WFP 2,400 lb tote max	2,000 lbs. Polymer Anionic WFP	1,500 lbs. Polymer Nonionic WFP
Polydyne Inc One Chemical Plant Rd Riceboro GA 31323	.76/lb $102,600.00 Firm	$1.56/lb $3,120.00 Firm	$1.56/lb $2,340.00 Firm

TO:	Honorable Mayor and Members of the Common Council
FROM:	Jon Urben, General Services Manager
DATE:	December 10, 2024
SUBJECT:	Res 24-640 Award Bid to Environet Inc. of Wisconsin for Asbestos Abatement of 929 Winnebago Avenue (former Washington Elementary School) for in Preparation for Raze and Removal of Building ($19,925.00)

BACKGROUND

The City of Oshkosh acquired the former Washington Elementary School at 929 Winnebago Avenue in 2024 in order to facilitate workforce housing on the former school property. There are multiple recommendations within the City's Housing Plan to encourage workforce housing, which will increase housing options for residents in the community. The property was acquired using American Rescue Plan Act (ARPA) funds. Future plans for this property are to develop eighteen (18) single-family, shovel-ready lots for workforce housing. The purpose of this memo is to award the necessary asbestos abatement of the property. Both the asbestos abatement and demolition of the property are expected to begin within the next several weeks and be completed by early 2025. The city engaged Environmental Management and Testing Services LLC (EMTS) to provide bid specifications for the necessary asbestos abatement for the property.

ANALYSIS

Working with Community Development staff, Purchasing prepared bid specifications for this project. The bid was advertised in the local newspaper and posted on Demandstar. Bids were due December 3, 2024. The bid tab is attached. The low bid from Environet Inc. of Wisconsin met all the minimum bid requirements.

FISCAL IMPACT

The total fiscal impact of this bid is $19,925.00. This project will be charged to A/N#: 03030740 6412 16317 (Community Development Block Grant funds - 2023 Central City project).

RECOMMENDATION

Purchasing recommends the Common Council award this bid to Environet Inc. of Wisconsin for $19,925.00.

Attachments

RES 24-640
Bid Tab Asbestos Abatement 929 Winnebago Ave

12/10/2024 24-640 RESOLUTION

CARRIED 7-0

PURPOSE: AWARD BID TO ENVIRONET INC. OF WISCONSIN FOR ASBESTOS ABATEMENT OF 929 WINNEBAGO AVENUE (FORMER WASHINGTON ELEMENTARY SCHOOL) IN PREPARATION FOR RAZE AND REMOVAL OF BUILDING ($19,925.00)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the City of Oshkosh has heretofore advertised for bids for Asbestos Abatement of 929 Winnebago Avenue (former Washington Elementary School) in Preparation for Raze and Removal of Building; and

WHEREAS, upon the opening and tabulation of bids, it appears that the following is the most advantageous bid:

Environet Inc. of Wisconsin
2909A Green Hill Court
Oshkosh, WI 54904

Total Bid: $19,925.00

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

Acct. No. 03030740 6412 16317 Community Development Block Grant funds - 2023 Central City project

BID TAB
ASBESTOS ABATEMENT – 929 WINNEBAGO AVE.
TUESDAY DECEMBER 3, 2024 - 10:00 A.M.

BIDDER	BID	ADDENDUM 1 OF 1	PREQUAL	BOND
Northern Group USA LLC W187S6507 Diamond Dr Muskego WI 53150	$66,980.37	YES	YES	YES
Environet Inc of Wisconsin 2909A Green Hill Court Oshkosh WI 54904	$19,925.00	YES	YES	N/A
Hogan Environmental Cleaning 3082 Main St #1 East Troy WI 53120	$64,385.00	YES	YES	YES
Safe Abatement for Everyone Inc 2807 Beck Dr Waterford WI 53185	$34,000.00	YES	YES	YES
Advance Asbestos Removal Inc 6409 WI 44 PO Box 307 Pickett WI 54964	$55,346.00	YES	YES	YES
Integrity Environmental Services Inc 1821 Dolphin Dr Waukesha WI 54186	$69,600.00	YES	YES	YES

The MRD Group Inc 4777 W Lincoln Ave West Milwaukee WI 53219	$32,160.00	YES	YES	YES
Dirty Ducts Cleaning & Environmental Inc 3025 Perry St Madison WI 53713	$58,344.00	YES	YES	YES
Mavo Systems Wisconsin LLC 4455 Stewart Ave Wausau WI 54401	106,800.00	YES	YES	YES
Robinson Brothers Environmental Inc 220 Raemisch Rd Waunakee WI 53597	$67,300.00	YES	YES	YES

TO:	Honorable Mayor and Members of the Common Council
FROM:	Jon Urben, General Services Manager
DATE:	December 10, 2024
SUBJECT:	Res 24-641 Award Bid to Wolverine Construction LLC for Raze and Remove of 929 Winnebago Avenue (former Washington Elementary School) for Workforce Housing ($173,000.00)

BACKGROUND

The City of Oshkosh acquired the former Washington Elementary School at 929 Winnebago Avenue in 2024 in order to facilitate workforce housing on the former school property. There are multiple recommendations within the City's Housing Plan to encourage workforce housing which will increase housing options for residents in the community. The property was acquired using American Rescue Plan Act (ARPA) funds. Future plans for this property are to develop eighteen (18) single-family, shovel-ready lots for workforce housing. The purpose of this memo is to award the raze and remove (demolition) of the property. Asbestos abatement will be completed prior to the raze and removal of the building. Both the asbestos abatement and demolition of the property are expected to begin within the next several weeks and be completed by early 2025.

ANALYSIS

Working with Community Development staff, Purchasing prepared bid specifications for this project. The bid was advertised in the local newspaper and posted on Demandstar. Bids were due November 26, 2024. The bid tab is attached. The low bid from Wolverine Construction LLC met all the minimum bid requirements.

FISCAL IMPACT

The total fiscal impact of this bid is $173,000.00. This project will be charged to A/N#: 03030740 6412 16417 (Community Development Block Grant funds - 2024 Central City project).

RECOMMENDATION

Purchasing recommends the Common Council award this bid to Wolverine Construction LLC for $173,000.00.

Attachments

RES 24-641
Bid Tab Raze and Remove 929 Winnebago Avenue

12/10/2024 24-641 RESOLUTION

CARRIED 7-0

PURPOSE: AWARD BID TO WOLVERINE CONSTRUCTION LLC FOR RAZE AND REMOVE OF 929 WINNEBAGO AVENUE (FORMER WASHINGTON ELEMENTARY SCHOOL) FOR WORKFORCE HOUSING ($173,000.00)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the City of Oshkosh has heretofore advertised for bids for Raze and Remove of 929 Winnebago Avenue (former Washington Elementary School) for Workforce Housing; and

WHEREAS, upon the opening and tabulation of bids, it appears that the following is the most advantageous bid:

Wolverine Construction LLC
14760 County Rd N
Wausau, WI 54401

Total Bid: $173,000.00

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

Acct. No. 03030740 6412 16417 Community Development Block Grant funds - 2024 Central City project

BID TAB

RAZE AND REMOVAL OF STRUCTURE – 929 WINNEBAGO AVE.
TUESDAY NOVEMBER 26, 2024 - 10:00 A.M.

BIDDER	BID	ACKNOWLEDGEMENT OF ADDENDUM 1 OF 1	PREQUAL	BOND
L&M Trucking Inc 232 Alison Ct Wrightstown WI 54180	$242,350.00	YES	YES	YES
McDonagh Demolition Inc 7231 W Touhy Ave Chicago IL 60631	$278,500.00	YES	YES	YES
New Berlin Grading Co Inc 19400 W Lincoln Ave New Berlin WI 53146	$398,808.00	YES	YES	YES
Ostrenga Excavating Inc 3225 Lily Lk Rd Green Bay WI 54311	$208,350.00	YES	YES	YES
Wolverine Construction LLC 14760 County Rd N Wausau WI 5440	$173,000.00	YES	YES	YES

TO:	Honorable Mayor and Members of the Common Council
FROM:	Jon Urben, General Services Manager
DATE:	December 10, 2024
SUBJECT:	Res 24-642 Approve Cooperative Purchase of Two Truck Chassis from Truck Country of Wisconsin, Inc. and Two Dump Bodies, Plows, Wings, and Tailgate Spreaders from Monroe Truck Equipment for Street Division ($638,053.30)

BACKGROUND

The Common Council allocated $610,000.00 in the 2024 CIP for the Street Division to replace two single axle dump trucks with dump body, plow, wing and tailgate spreader. This memo seeks Council approval of the purchase of these units pursuant to the cooperative purchase exception to our purchasing ordinance. The two new units will replace units 40 and 41, both of which have suffered heavy rust and deterioration on their underbodies. The two new units will have upgraded electronics/software to better track salt and brine usage.

ANALYSIS

Purchasing confirmed Truck Country of Wisconsin, Inc. holds a State of Wisconsin cooperative contract (#505ENT-M23-MDHDCHASSIS-04) for the truck chassis. Additionally, purchasing confirmed Monroe Truck Equipment holds a Sourcewell cooperative contract (##62222-AEB) for the necessary snow and ice equipment for these two units, including dump body, plow, wing and tailgate spreader. By using these cooperative contracts, in total, the city will save approximately $242,701.04 off list price for two units. Purchasing has confirmed these contracts qualify as cooperative purchasing exceptions to our purchasing ordinance. The current units #40 and #41 will be sent to auction.

FISCAL IMPACT

A total of $610,000.00 was allocated for these units in the 2024 CIP. The total fiscal impact of two single axle dump trucks with dump body, plow, wing and tailgate spreader via the State of Wisconsin and Sourcewell cooperative contract discounts is $638,053.30. This purchase will be charged to A/N#: 03230430 7210 66026 (Motor Vehicles- Single Axle Dump Trucks). Staff has confirmed there are sufficient funds within this account from prior CIP project savings to cover the overage ($28,588.36).

RECOMMENDATION

Section 12-15 of the Municipal Code provides that, subject to approval of the City Manager, cooperative purchases pursuant to a contract with any other local, state or federal governmental unit or agency may be made without following a competitive bidding or quotation process. In accordance with Section 12-15 of the Municipal Code and with approval by the City Manager, Purchasing recommends the Common Council approve these cooperative purchases for two single axle truck chassis from Truck Country of Wisconsin, Inc., 2401 Progress Way, Kaukauna, WI 54130, for $288,849.30 and from Monroe Truck Equipment, 1151 West Main Avenue, De Pere, WI 54115, for $349,204.00. If there are any questions about this purchase, please contact me, Field Operations Manager Ryan Lemke, or Public Works Director James Rabe.

RES 24-642

12/10/2024 24-642 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE COOPERATIVE PURCHASE OF TWO TRUCK CHASSIS FROM TRUCK COUNTRY OF WISCONSIN, INC. AND TWO DUMP BODIES, PLOWS, WINGS AND TAILGATE SPREADERS FROM MONROE TRUCK EQUIPMENT FOR STREET DIVISION ($638,053.30)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the 2024 Capital Improvements Budget allocated funds for the purchase of two truck chassis and two dump bodies, plows, wings and tailgate spreaders for the Street Division; and

WHEREAS, by participating through the State of Wisconsin Sourcewell Cooperative Purchase program, staff was able to obtain a more competitive price for the two truck chassis and two dump bodies, plows, wings and tailgate spreaders; and

WHEREAS, section 12-15 of the City of Oshkosh Municipal Code provides that purchases may be done without the use of formal sealed quotations or bids pursuant to a contract with any other local, state or federal governmental unit or agency; and

WHEREAS, Truck Country of Wisconsin holds the Sourcewell cooperative contract (#505ENT-M23-MDHDCHASSIS-04) for truck chassis and Monroe Truck Equipment holds the Sourcewell cooperative contract (#62222-AEB) for these two units including dump body, plow, wing and tailgate spreader.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized and directed pursuant to Section 12-15 of the Oshkosh Municipal Code to purchase the above-mentioned two truck chassis and two dump bodies, plows, wings and tailgate spreaders from:

Truck Country of Wisconsin, Inc.
2401 Progress Way
Kaukauna, WI 54130

Total Bid: $288,849.30

and

Monroe Truck Equipment
1151 West Main Avenue
De Pere, WI 54115

Total Bid: $349,204.00

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to enter into an appropriate agreement for the purpose of same. Money for this purpose is hereby appropriated from:

Acct. No. 03230430 7210 66026 Motor Vehicles- Single Axle Dump Trucks

TO: Honorable Mayor and Members of the Common Council

FROM: Jon Urben, General Services Manager

DATE: December 10, 2024

SUBJECT: Res 24-643 Amend 2024 Capital Improvement Plan and Approve Purchase for Acquisition in 2027 the Purchase of One Ambulance from Emergency Vehicles Plus for Fire Department ($482,431.00)

BACKGROUND

In 2023, the Common Council waived the bid requirements for the purchase of three ambulances and allowed the Fire Department personnel to review, test and recommend the purchase of equipment best meeting the operational and safety needs of the Department. At that time, Fire Department staff established a committee to develop specifications for replacement ambulances. After developing criteria and reviewing ambulance specifications, the committee determined that ambulances from Emergency Vehicles Plus (EV+) best meet the needs of these units. By utilizing EV+ for all front-line service needs, this standardization will prove critical for safe and efficient operation in emergency situations, as well as efficiency in the maintenance of the units. Additionally, to meet the Fire Department's goal to continue to ensure operational and maintenance compatibility and standards for their fleet moving forward, Purchasing concluded additional EV+ ambulance purchases would qualify as a standardization/sole source exception to our purchasing ordinance. As such, you may recall that the Common Council approved this purchasing exception at their August 8, 2023, meeting (Resolution 23-406 approving the purchase of three EV+ ambulances for $1,045,341.00) and at their March 26, 2024, meeting (Resolution 24-128 approving the purchase of three EV+ ambulances for $1,447,292).

As you are also aware, the Common Council approved an additional eight FTE in the 2025 budget to staff a fourth ambulance unit. By placing a fourth primary ambulance in service, an additional unit will need to be added to the fleet replacement schedule.

The purpose of this memo is to recommend that the 2024 Capital Improvement Plan be amended to add the purchase of a fourth ambulance.

ANALYSIS

As EV+ ambulances have now become the standard to ensure operational and maintenance capability for the Fire Department, Purchasing concludes an additional EV+ ambulance purchase would continue to qualify as a standardization/sole source exception to our purchasing ordinance. As in prior orders, discussions with EV+ confirmed that the delivery time from the order being placed is currently 36 months. Thus, to receive the ambulances in 2027, an order would need to be placed still in 2024.

FISCAL IMPACT

The 2027 CIP had a placeholder of $1,447,293 for the replacement of the three 2016 units. The Council previously approved Resolution 24-128 to amend the 2024 Capital Improvement Plan to allow for the ordering of those units in 2024 with the expectation of receiving them in

2027. With the need for a fourth ambulance, the 2024 Capital Improvement Plan will need to be increased by $482,431. Financing for this unit will be obtained from the issuance of 2027 General Obligation debt proceeds. Payment is not due until delivery of the ambulance, which will not occur until 2027. This purchase will be charged to A/N# 03230230 7210 66902 (Motor Vehicles- Fire Ambulances).

RECOMMENDATION

Section 12-11 of the Municipal Code provides that, subject to approval of the City Manager, purchases may be made without following a formal competitive bidding process when the purchase is from only one source of supply or when standardization or compatibility is the overriding consideration. In accordance with Section 12-11 of the Municipal Code and with approval by the City Manager, Purchasing recommends the Common Council amend the 2027 Capital Improvement Plan as noted above and purchase an additional ambulance from Emergency Vehicles Plus, 670 East 16th Street, Holland, MI 49423 for $482,431.00. If you have any questions about this recommendation, please contact Fire Chief Mike Stanley.

Attachments

RES 24-643

12/10/2024 24-643 RESOLUTION

CARRIED 7-0

PURPOSE: AMEND 2024 CAPITAL IMPROVEMENT PLAN AND APPROVE PURCHASE FOR ACQUISITION IN 2027 THE PURCHASE OF ONE AMBULANCE FROM EMERGENCY VEHICLES PLUS FOR FIRE DEPARTMENT ($482,431.00)

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, in 2023 the Common Council waived the bid requirements to provide for standardization of Fire Department Equipment and approved the purchase of three ambulances; and

WHEREAS, the 2027 Capital Improvement Program (CIP) included a placeholder for three ambulances for the Fire Department which are to be paid upon delivery; and

WHEREAS, the Common Council approved an additional eight employees in the 2025 budget to staff a fourth ambulance unit; and

WHEREAS, staff is recommending that the 2024 Capital Improvement Plan be amended to increase the budget by $482,431.00 to allow for the ordering of a fourth ambulance to be paid for upon delivery in 2027; and

WHEREAS, the Oshkosh Fire Department recommends purchasing an EV+ ambulance available through Emergency Vehicles Plus to continue to provide standardization of equipment; and

WHEREAS, Section 12-11 of the Municipal Code provides that subject to approval of the City Manager, purchases may be made without following a formal competitive bidding process when standardization or compatibility is an overriding consideration.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the 2024 Capital Improvements Budget, on file in the City Clerk's Office, is hereby amended to add a fourth ambulance in the amount of $482,431.00 to the 2024 CIP Budget for purposes of making this purchase.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed pursuant to Section 12-11 of the Oshkosh Municipal Code to purchase the fourth ambulance from:

Emergency Vehicles Plus
670 East 16th Street
Holland, MI 49423

Total: $482,431.00

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to enter into an appropriate agreement for the purpose of same.

Money for this purpose is hereby appropriated from:

Acct. No. 03230230 7210 66902 Motor Vehicles- Fire Ambulances

DATE: December 10, 2024

SUBJECT: Approve Salary Progression for City Manager in Accordance with Employment Agreement

Attachments

RES 24-644

12/10/2024	24-644	RESOLUTION
CARRIED	7-0	

PURPOSE: APPROVE SALARY PROGRESSION FOR CITY MANAGER IN ACCORDANCE WITH EMPLOYMENT AGREEMENT

INITIATED BY: DEPUTY MAYOR BUELOW

WHEREAS, the Oshkosh Common Council provides oversight and performance management for the City Manager of Oshkosh, Wisconsin; and

WHEREAS, an existing multi-year employment agreement, dated January 2021, has been negotiated and agreed upon; and

WHEREAS, by the terms of the employment agreement, the Common Council has agreed to provide for a salary progression contingent upon his satisfactory performance.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that City Manager Mark Rohloff's performance is satisfactory and, therefore, is eligible for the previously negotiated salary progression, effective as of January 1, 2025.

TO:	Honorable Mayor and Members of the Common Council
FROM:	James Rabe, Director of Public Works
DATE:	December 10, 2024
SUBJECT:	Res 24-645 Approve Professional Services Agreement with Kane Communications Group for 2025 Strategic Communications Plan ($266,500)

BACKGROUND

In June 2022, the Department of Public Works (Department) chose Kane Communications Group (Kane) assist the Department with developing a comprehensive strategic communication framework. Implementation of the plan began in 2023 and continued into 2024.

ANALYSIS

In 2025, Kane's services will aid the Department in achieving additional goals. These goals include increasing trust and understanding of the Department's work among Oshkosh residents, strengthening and supporting the Department's workplace culture and employer brand, elevating the value of Public Works and its staff for residents of Oshkosh, creating more informed and engaged residents on the Department and its work, and supporting Department leadership in sustaining a positive work culture for current and potential staff.

The implementation of this Plan is a key component for the Department in being able to meet numerous regulatory compliance issues, while also raising the awareness of the property owners of the City of Oshkosh to all the work that is being performed and help them be better informed.

Staff have reviewed the proposal, and find that the costs associated with this Project are commensurate with the amount of work to be performed.

FISCAL IMPACT

The cost of this agreement is $266,500. Funding for this Project is included in the 2025 Capital Improvements Program (Account No. 03210410-6801-04091/Contract Control-Paving-Up-Front Engineering Services, 03210410-6802-04091/Contract Control-Sanitary Sewer-Up-Front Engineering Services, 03210410-6803-04091/Contract Control-Water Main-Up-Front Engineering Services, and 03210410-6804-04091/Contract Control-Storm Sewer-Up-Front Engineering Services) and 2025 Operating Budget (Account No. 01000420-6417/Engineering-3rd Party Contracted Service, 01000430-6417/Streets-3rd Party Contracted Service, 02110480-6417/Recycling-3rd Party Contracted Service, 02120470-6417/Sanitation-3rd Party Contracted Service, 05411864-6417-08643/Water Treatment Operating-3rd Party Contracted Service-Sundry & Other Fixed Charges, 05411867-6417-08675/Water Distribution Maintenance-3rd Party Contracted Service-Maint-Services, 05511920-6417/Intercepting-3rd Party Contracted Service, 05511940-6417/Disposal Plant-3rd Party Contracted Service, 05612030-6417/Engineering & Planning-3rd Party Contracted Service, and 05612050-6417/Opertations & Maintenance-3rd Party Contracted Service).

RECOMMENDATION

Chapter 12 of the *Municipal Code of the City of Oshkosh* provides that professional services of a specialized nature, including engineering services, may be procured without the use of formal, sealed quotes. I have reviewed the proposal and in accordance with ***Section 12-16*** of the Municipal Code, I am hereby recommending the Common Council approve this professional services agreement.

Attachments

RES 24-645
Kane 2025 Comm Plan proposal

12/10/2024 24-645 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH KANE COMMUNICATIONS GROUP FOR 2025 STRATEGIC COMMUNICATIONS PLAN ($266,500)

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Department of Public Works recommends hiring a communications firm to implement the Departmental Strategic Communications Plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized to enter into and take those steps necessary to implement an appropriate professional services agreement with Kane Communications Group for Department of Public Works Strategic Communications Plan Implementation Services in the amount of two hundred sixty-six thousand five hundred dollars and no cents ($266,500.00). Money for this purpose is hereby appropriated from:

Acct. Nos.
03210410-6801-04091 Contract Control-Paving-Up-Front Engineering Services
03210410-6802-04091 Contract Control-Sanitary Sewer-Up-Front Engineering Services
03210410-6803-04091 Contract Control-Water Main-Up-Front Engineering Services
03210410-6804-04091 Contract Control-Storm Sewer-Up-Front Engineering Services
01000420-6417 Engineering-3rd Party Contracted Service
01000430-6417 Streets-3rd Party Contracted Service
02110480-6417 Recycling-3rd Party Contracted Service
02120470-6417 Sanitation-3rd Party Contracted Service
05411864-6417-08643 Water Treatment Operating-3rd Party Contracted Service-Sundry & Other Fixed Charges
05411867-6417-08675 Water Distribution Maintenance-3rd Party Contracted Service-Maint-Services
05511920-6417 Intercepting-3rd Party Contracted Service
05511940-6417 Disposal Plant-3rd Party Contracted Service
05612030-6417 Engineering & Planning-3rd Party Contracted Service
05612050-6417 Operations & Maintenance-3rd Party Contracted Service

kane
Communications Group

2025 Strategic Communications Plan

Oshkosh Department of Public Works



November 2024

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Overview

The Oshkosh Department of Public Works provides essential services for residents, businesses and visitors throughout the City of Oshkosh. The main service areas include engineering and construction, fleet equipment management and maintenance, sanitation, street maintenance and water utilities.

The City of Oshkosh would not function effectively without a capable, dedicated and skilled team at the Department of Public Works, and the Department's core functions are essential to the City's overall strategic plan. However, much of the Department's work happens behind the scenes. When it does come to the forefront, it can be paired with disruptions to traffic or changes in service schedules. These disruptions can also come with unwarranted negative sentiment from residents and business owners.

To better position the Department as a trusted and valued part of the City of Oshkosh, Kane Communications Group has supported the Department since 2023 to make the Department's effective work and the people behind this work more visible. Through this partnership, we have sought to leverage consistent communications about the vital services the Department provides and how these services keep the City of Oshkosh moving forward. This also plays an important role in recruiting and retaining quality staff.

Needs and opportunities

Looking toward 2025, Kane has identified two major areas of need where strategic communications and marketing support can effectively help the Department meet its goals.

- The Department of Public Works provides essential services for Oshkosh residents, but much of their work happens behind the scenes.
    - Some work only comes to the forefront when it creates an inconvenience, causing residents to associate the Department's work with disruptions instead of with solving problems.
- The Department has fostered a positive work culture, but recruiting and retaining quality staff has been challenging.
    - Because they work behind the scenes, staff can feel unrecognized and underappreciated by the public they serve.

To date, our partnership has started to address these needs through work that includes:

- Launching and growing social media presence for the Department

- Supporting Department leadership in navigating communications for emerging issues
- Developing a crisis communications plan
- Creating and deploying a construction project brief
- Recognizing Department staff celebrating career growth and milestones
- Creating and deploying a citywide survey to measure public awareness and attitudes about the Department
- Developing and executing a relatable and engaging voice for the Department in a variety of channels, including social media
- Developing storytelling video concepts and schedule
- Sharing social media best practices with relevant City staff members
- Refreshing the Department's web presence (in progress)
- Developing a construction toolkit for businesses (in progress)

We are excited to build on this excellent partnership to help the Department advance its goals.

Goals and objectives

Organizational goals and objectives

The main purpose of the Department's partnership with Kane is to use communications, PR and marketing to support organizational objectives. Based on Kane's research of and partnership with the Department, we have developed goals and objectives designed to address the following areas.

- **Organization Goals:** What are the top priorities for the Oshkosh Department of Public Works that Kane's work can support?
- **Organization Objectives:** What is the Oshkosh Department of Public Works hoping to accomplish with these goals? How will you measure success? Objectives are SMART: specific, measurable, achievable, relevant and time-bound.

ORGANIZATION GOALS	ORGANIZATION OBJECTIVES
Increase trust and understanding of the Department's work among Oshkosh residents	Reduce number of complaints fielded by the City about Department-related work
	Measure an increase in residents' trust and awareness
Strengthen and support the Department's workplace culture and employer brand	Fill open positions quickly with highly qualified applicants
	Retain staff through career growth and job satisfaction

Communications goals and objectives

Because the 2024 plan outlined needs and milestones that would continue to be built upon, several goals and objectives for 2025 connect with the work in 2024. These communications goals and objectives are designed to answer the following questions.

- **Communications Goals:** What are we doing? What is the future state we hope to achieve?
- **Communications Objectives:** What are we hoping to accomplish with our goals? How do we measure success? Objectives are SMART: specific, measurable, achievable, relevant and time-bound.

COMMUNICATIONS GOALS	COMMUNICATIONS OBJECTIVES
Elevate the value of Public Works and its staff for residents of Oshkosh	After establishing a baseline level of trust and understanding of the Department in 2024, increase this baseline by 8% by Q2 of 2025

Create more informed and engaged residents on the Department and its work	By the end of 2025, increase website traffic and social media engagement for Department pages/accounts by 10% over 2024
Support Department leadership in sustaining a positive work culture for current and potential staff	Implement Department mission, vision and values by Q2 2025; measure awareness of Department mission, vision and values among 85% of Department staff by the end of 2025

Key audiences

Through discussion with key leaders at the Oshkosh Department of Public Works as well as industry research, Kane has identified the following core audience groups to engage with through our work.

Internal	External
• Department staff • Other City departments and officials	• Oshkosh residents • Oshkosh business and property owners • Oshkosh visitors • Local and regional media • Prospective employees for the Department • Partners from regulatory agencies, county and state government

Strategies and tactics

Strategic framework

For 2025, we plan to continue developing and growing our strong foundation for proactive and strategic communications, focusing our work on four strategic areas.

- **Strategies:** How will we meet our objectives? Strategies are a roadmap to our communications objectives.

Strategy	Description
1. **Content creation**	Create video, digital and print content to inform key publics on Department work and engage broader audiences
2. **Consistent communications**	Establish regular updates for key audiences, such as email newsletters and staff town halls, to create consistent connection points
3. **Proactive storytelling**	Add visibility and positive storytelling to the Department's work and people through storytelling across multiple channels
4. **Targeted feedback and measurement**	Use platforms for constructive feedback from residents and staff, as well as to measure knowledge and sentiment

Tactics and key activities

Implementing these strategies will require the following tactics, which we will support through key activities.

- **Tactics:** What specific actions and tools will we use to accomplish our strategy?
- **Key Activities:** What number, rate, or frequency of tactical activities do we anticipate to meet our objectives?

Strategy 1: Content creation

Tactics	Key Activities
Social and video content Continue to use creative and engaging content on social channels, expanding our use of video to increase awareness and engagement	• Monitor trending topics and relevant City news • Review other City social media pages • Create a monthly content calendar • Post up to three social media posts per week during peak times • Collaborate with the client to gather accompanying visuals/graphics • Interview division leaders as subject matter experts to feature in social media video posts • Draft new posts as needed for developing communications needs • Monitor social media daily, including comments and messages • Develop one social media analytics report per month and send to client

News and blog content
Leverage the updated website to create news and blog content, ensuring residents can easily find and engage with updated content
	• Develop annual news and blog content calendar, updating throughout the year
	• Research City and Department-relevant topics
	• Publish one news or blog post per month that could include:
	  ○ Construction project briefs and updates
	  ○ Snow and storm clean-up updates
	  ○ Recycling and yard waste dos and don'ts
	  ○ Job openings
	  ○ Employee recognition

Resource collateral
Expand our library of resources for residents and key groups to boost transparency and consistency, as well as to empower them to find information
	• Identify PDF resources in need of updating and additional resources to develop for key publics
	  ○ Develop copy and design elements
	  ○ Update 10-12 high-priority items
	  ○ Publish to website
	• Update and further build out FAQ pages on the website based on resident needs and questions

Guides for key audiences Continue to develop new guides and resources for targeted groups of residents based on Department activities, building off the construction guides	• Identify and refresh up to three guides for residents • Work with Department leaders and staff to determine areas of focus

	• Launch and promote updated guides on digital channels

Strategy 2: Consistent communications

Tactics	Key Activities

Department email updates
 	
Curate content from across other channels into streamlined, engaging email content for residents, sent via an email platform and archived for access on the website
	• Develop monthly email calendar for residents
	• Write copy and develop visual assets for one email per month
	• Content could include:
	  ○ News/blog highlights
	  ○ City updates/announcements
	  ○ Staff spotlights
	• Design and implement a section on the website to access archived emails

Staff town halls and printed bulletins
 	
Engage staff regularly with town hall updates and accompanying printed bulletins to amplify Department culture and reinforce their value
	• Assist Department leadership in planning and conducting in-person and written updates for all Department staff
	• Process could include:
	  ○ Conduct planning meetings with Department leadership
	  ○ Identifying talking points and developing content
	• Create one accompanying bulletin per quarter
	  ○ Repurpose and post on owned digital channels
	• Town hall updates and printed bulletins could include:
	  ○ Key initiatives, updates and milestones
	  ○ Staff recognition, anniversaries

Comms journey for project information Chart out consistent communications for affected residents and businesses around common Department projects in order to ensure the public is thoughtfully engaged	• Map out key project touchpoints with help from identified Division leaders • Create any additional standard communication templates • Work with Department leaders to identify or develop visual project updates • Recommend communications tool and scheduling cadence

Ongoing communications support
 	
Continue to support Department leaders through media requests, crisis communications and other day-to-day communication needs
	• Provide staff training/refresher on the Department's crisis communications plan once per year
	• Kane will provide ongoing crisis communications support as needed, which could include:
	  ○ Determining the crisis level
	  ○ Identifying a Department spokesperson
	  ○ Drafting a holding statement

	○ Develop talking points ○ Acting as the media liaison ○ Developing a follow-up statement ○ Conducting a post-crisis meeting to determine the plan's strengths, weaknesses, changes • Provide media training for key individuals based on media requests • Support media inquiries for the client, which could include: ○ Story development ○ Identifying SMEs and visual components ○ Coordination with media ○ Onsite/virtual support • Provide day-to-day communications support as identified by the client

Tactics	Key Activities
Media relations Pitch and continue to build relationships with local media to support positive features and timely updates through news channels	• Develop monthly editorial calendar • Regularly update the current media list based on story subject • Identify 1 story per quarter • Draft pitches and press releases for each story • Provide on-site media relations support (if needed) • Develop talking points for Department staff
Staff and career spotlights Leverage digital channels to showcase Department staff career milestones, as well as feature jobs and career opportunities, to boost culture and recruitment	• Develop and implement a spotlight calendar • 1-2 social reels/quarter • 1-2 longer videos/year for web ○ Repurpose as shorter video snippets for social
Community outreach Identify, equip and train Department leaders and staff to proactively visit schools and civic groups as guest speakers, educating and engaging key audiences	• Identify and coordinate 1-2 outreach opportunities per quarter • Develop talking points for Department leaders and staff • Promote outreach highlights on digital channels
Awareness campaign Develop a campaign theme in support of all Department content and efforts to visually and verbally reinforce its culture, values and brand promise, particularly using internal and digital comms	• Create a theme concept • Develop core messaging that reinforces Department culture, values and brand ○ Conduct interviews/surveys with leaders, staff and community members to build impactful campaign messaging • Design visual elements including color palette, fonts, icons and graphics • Craft campaign logo and/or tagline (if appropriate) • Coordinate internal communications alignment • Create a rollout plan to incorporate theme into digital channels, collateral and media

Strategy 3: Proactive storytelling

Tactics	Key Activities
Annual citywide survey Annually administer the Department survey created and distributed in mid-2024 to measure public engagement, trust and knowledge, informing our strategic communications	• Administer second survey to residents, drawing from 2024 baseline survey • Analyze survey results to gather key insights • Implement key learnings into strategic communications
Staff feedback and survey Pair staff leadership updates with opportunities for anonymous feedback, using paper-based surveys to measure Net Promoter Score and seek focused, constructive feedback	• Develop messaging to support leadership updates • Conduct interviews/surveys with leaders and staff to build survey questions • Compile and analyze survey feedback • Create one report by August
Staff recognition program Building on the mission and values work noted in the 2024 strategic communications plan, highlight staff who live those out in their day-to-day work	• Create a monthly spotlight for employees • Allow peers and supervisors to nominate individuals • Share staff spotlights in town halls and on social media

Facebook chatbot
 	
Expand the Department's Facebook presence by building a chatbot that can answer frequently asked questions and easily direct residents to resources
	• Identify FAQs and key topics for the chatbot
	  ○ Review of frequently asked questions received through existing channels (e.g., website, calls, emails, social media)
	• Develop a user-friendly chatbot script
	  ○ Integrate resource links and self-service options
	• Test the chatbot internally with staff
	• Launch and promote the chatbot on existing digital channels by October
	• Monitor chatbot performance and update content regularly

Strategy 4: Targeted feedback and measurement

Evaluation

Kane will use the following tools to evaluate the effectiveness of our strategies and tactics outlined above.

- Use Meltwater to:
    - Monitor and evaluate news media coverage
    - Monitor social media comments and engagement
    - Generate social media analytics
- Use MailChimp to:
    - Format and send departmental emails to public lists
    - Maintain email contact lists
    - Evaluate email deliverability, opens and click rates
- Use Polco to:
    - Review existing survey data
    - Launch surveys to measure public sentiment and awareness
- Create spreadsheets and other documents for:
    - Updating and maintaining media contact lists
    - Creating content calendars
    - Track and update existing collateral
    - Track and update website content updates
    - Develop mission and values statements
    - Generate talking points and media pitches/releases

Specific measurements for each evaluation are detailed in the key activities section above.

Timeline

In addition to Kane's ongoing work outlined above and our daily, weekly and monthly Department support, the following timeline highlights key strategic communications, PR and marketing milestones for each month of our 2025 partnership.

Jan	Feb	March
• Staff feedback and survey • Staff recognition program • Department email updates planning • Community outreach **Ongoing** • Social and video content • Resource collateral x1 • Ongoing communications support • Media relations	• Department email updates planning • Staff and career spotlights • Awareness campaign planning **Ongoing** • Social and video content • News and blog content • Resource collateral x1 • Ongoing communications support • Media relations	• Department email updates launch • Staff town halls and printed bulletins • Awareness campaign planning **Ongoing** • Social and video content • News and blog content • Resource collateral x1 • Ongoing communications support • Media relations
April	**May**	**June**
• Comms journey for project information • Community outreach • Awareness campaign planning **Ongoing** • Social and video content • News and blog content • Resource collateral x1 • Department email updates x1 • Ongoing communications support • Media relations	• Annual city-wide survey • Facebook chatbot • Staff and career spotlights • Awareness campaign launch **Ongoing** • Social and video content • News and blog content • Resource collateral x1 • Department email updates x1 • Ongoing communications support • Media relations	• Staff town halls and printed bulletins • Begin 2026 planning **Ongoing** • Social and video content • News and blog content • Resource collateral x1 • Department email updates x1 • Ongoing communications support • Media relations
July	**Aug**	**Sept**
• Guides for key audience • Community outreach • Awareness campaign • Finalize 2026 budget **Ongoing** • Social and video content • News and blog content • Resource collateral x1 • Department email updates x1 • Ongoing communications support • Media relations	• Staff and career spotlights **Ongoing** • Social and video content • News and blog content • Resource collateral x1 • Department email updates x1 • Ongoing communications support • Media relations	• Staff town halls and printed bulletins **Ongoing** • Social and video content • News and blog content • Resource collateral x1 • Department email updates x1 • Ongoing communications support • Media relations

Oct	Nov	Dec
• Community outreach **Ongoing** • Social and video content • News and blog content • Resource collateral x1 • Department email updates x1 • Ongoing communications support • Media relations	• Staff and career spotlights • Finalize 2026 communications plan and share with city council for approval **Ongoing** • Social and video content • News and blog content • Resource collateral x1 • Department email updates x1 • Ongoing communications support • Media relations	• Staff town halls and printed bulletins **Ongoing** • Social and video content • News and blog content • Resource collateral x1 • Department email updates x1 • Ongoing communications support • Media relations

Budget

ACTIVITY	KEY TACTICS	BUDGET
Public Relations	• Media monitoring and reporting • Resident survey • Staff survey • Media pitching and response • Crisis communications response • Talking points + messaging development • Messaging, copywriting and proofreading support as needed • Staff recognition program • Community speaking program • Internal communications support	$71,000
Social Media	• Social media monitoring + reporting • Content calendar • Post creation and comment management • Graphic and social video creation	$49,000
Creative Execution	• Department materials updates • Creative development for resident's guide for construction	$30,000
Video Execution	• Video script development + planning • Video production + editing • Video revisions + packaging	$20,000
Web Services	• Department external email updates • News/blog feed content development • Facebook chatbot development and implementation	$33,000
2026 Planning	• Planning + presentation meetings • Strategic planning • Plan development • Budget development	$12,000
Account Service	• Meetings + task management • Travel time • Budget tracking • Client Activity Reports • Client Conference Reports • Ad hoc support	$50,000
TOTAL BUDGET		**$265,000**
Estimated Out-of-Pocket Expenses	• Meals • Mileage	$1,500
TOTAL ANTICIPATED COST		**$266,500**

KANE 2025 RATES			
President	$303.00	Creative Director	$228.00
Vice President	$253.00	Graphic Design	$165.00
Director	$228.00	Video Production Assistant (day rate)	$253.00
Senior Account Supervisor	$188.00	Video Direction	$153.00
Account Supervisor	$175.00	Video Gear Rental	$253.00
Senior Account Manager	$168.00	Video Post-Production	$227.00
Account Manager	$163.00	Video Post-Production Assistant	$103.00
Senior Associate	$158.00	Videography	$153.00
Account Coordinator	$145.00	Jr. Account Coordinator/Intern	$103.00

TO:	Honorable Mayor and Members of the Common Council
FROM:	Justin Gierach, Engineering Division Manager/City Engineer
DATE:	December 10, 2024
SUBJECT:	Res 24-646 Approve Professional Services Agreement for 2025 -- 2027 Illicit Discharge Detection and Elimination Outfall Screening and Revisions to the Ongoing Screening Program with Westwood Professional Services, Inc. ($97,130)

BACKGROUND

The Department of Public Works requested a proposal from Westwood Professional Services, Inc. (Westwood) to perform the ongoing storm sewer outfall screening for 2025 -- 2027. The ongoing field screening of storm sewer outfalls is required by the Wisconsin Department of Natural Resources (WDNR) under ***Wisconsin Administrative Code Section NR 216***, and the City's ***Municipal Separate Storm Sewer System (MS4) General Permit WI-S050075-3***. The WDNR administers this program in accordance with the United States Environmental Protection Agency Clean Water Act.

ANALYSIS

Westwood was chosen based upon their experience in performing these services for the City of Oshkosh and for other communities within the Fox Valley region. Westwood performed the initial field screening for the City of Oshkosh in 2009 and has completed the ongoing field screening since then.

FISCAL IMPACT

The cost of these services over the course of the three-year contract is estimated not to exceed $97,130. Funding for the 2025 services is available in the 2025 Storm Water Utility Operating Budget (Account #05612050-6401/Engineering & Planning-PS -- Engineer/Survey/Appraisal). Funding for future years' services will be included in the Storm Water Utility Operating Budget for each year.

RECOMMENDATION

Chapter 12 of the *Municipal Code of the City of Oshkosh* provides that professional services of a specialized nature, including engineering services, may be procured without the use of formal, sealed quotes. I have reviewed this agreement and in accordance with ***Section 12-16*** of the Code, I am hereby recommending the Common Council approve the award of this agreement.

Attachments

RES 24-646
Westwood 2025-2027 IDDE proposal

12/10/2024 24-646 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE PROFESSIONAL SERVICES AGREEMENT FOR 2025 – 2027 ILLICIT DISCHARGE DETECTION AND ELIMINATION OUTFALL SCREENING AND REVISIONS TO THE ONGOING SCREENING PROGRAM WITH WESTWOOD PROFESSIONAL SERVICES, INC. ($97,130)

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Department of Public Works requested a proposal from Westwood Professional Services, Inc. (Westwood) to perform the ongoing storm sewer outfall screening for 2025 – 2027; and

WHEREAS, the Department of Public Works reviewed these projects and concluded the specialized nature, including engineering services of this project is pursuant to the professional services exception under Section 12-16 of our Municipal Code which allows for the waiving of formal competitive bidding.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized to enter into and take those steps necessary to implement an appropriate professional services agreement with Westwood Professional Services, Inc. (Westwood) to perform the ongoing storm sewer outfall screening for 2025 – 2027 in the amount of ninety-seven thousand one hundred thirty dollars ($97,130.00).

Money for this purpose is included in the annual Storm Water Operating Budget.

Westwood

1 Systems Drive
Appleton, WI 54914

main (920) 735-6900

RECEIVED
NOV 2 4 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

November 24, 2024

Alyssa Deckert, P.E.
Civil Engineering Supervisor
Public Works - Engineering Division
City of Oshkosh
215 Church Ave., PO Box 1130
Oshkosh, WI 54903-1130

Sent via electronic mail only to: ADeckert@oshkoshwi.gov and TTaylor@oshkoshwi.gov

Re: Proposal for 2025 -2027 Illicit Discharge Detection and Elimination Outfall Screening and Revisions to the Ongoing Screening Program

Dear Alyssa:

Thank you for the opportunity to present this proposal for the 2025 – 2027 illicit discharge detection and elimination (IDDE) outfall screening services and to prepare a revised ongoing screening program for the City of Oshkosh. This proposal is intended to present a work scope and cost estimate for our services.

Westwood proposes to review and evaluate the current Ongoing Screening Program for the City of Oshkosh that was last revised in 2020. This Ongoing Screening Program was developed using the guidelines included in the third revision of the Municipal MS4 Storm Water Permit (WI-S050075-3). This permit expired on April 30, 2024; however, at the time of this proposal, the Wisconsin Department of Natural Resources (WDNR) has not issued a new MS4 permit. Recent discussions with WDNR stormwater staff have indicated that there would be relatively few changes to the IDDE requirements in the new permit. However, once the new MS4 permit is issued, Westwood would review the new permit and compile any issues that may require a revision to the current Ongoing Screening Program.

Separate from any new requirements from the new MS4 permit, Westwood is proposing that the City submit the following revisions to the current Ongoing Screening Program to simplify the administration of the IDDE program:

- ***Simplify the classification of Priority Outfalls***
  The current list of Priority Outfalls was developed using the methodology in the March 2012 IDDE guidance document issued by WDNR, and includes factors such as age of the contributing storm sewer, percentage of impervious area in the basin, contributing land uses, etc. The simplified approach would classify outfalls as Priority Outfalls (to be screened annually) based on their history of potential or obvious illicit discharges in the past five years. Since all outfalls in the City have been screened at least once since the inception of the program, the outfalls with the highest potential for illicit discharges is better understood. This approach will reduce the number of outfalls that are screened annually with no history of recent potential illicit discharges.
- ***Update the list of field screening chemical indicators***
  The MS4 permit suggests field screening for copper, chlorine, phenol, detergent and pH, which were derived from the 2004 guidance manual from Robert Pitt. Based on Westwood's 17 years of IDDE field screening experience in northeast Wisconsin, the City's current Ongoing Screening Program contains the following list: ammonia, chlorine, detergent, pH and conductivity. However, as road deicing materials continue to accumulate in MS4 systems, conductivity values are routinely

exceeding the action level set in the Ongoing Screening Program. The Ongoing Screening Program would be amended to either remove conductivity from the list of screening parameters or adjust the action level to a higher threshold to reduce the number of outfalls that are flagged as potential illicit discharges solely due to elevated conductivity.

- ***Update the outfall screening schedule***
  Based on the revised list of Priority Outfalls, along with the updated list of outfalls compiled after the MS4 mapping update that is currently in progress, the 5-year outfall screening schedule will be updated, with the goal of keeping annual outfalls screenings at approximately the current level of 90 total outfalls per year.

Westwood would draft a letter to WDNR with the proposed changes to the Ongoing Screening Program and meet with the City to discuss our recommendations. Based on the outcome from the discussions with the City, the revisions to the Ongoing Screening Program would be submitted to the WDNR, and those procedures would be used starting with the 2025 outfall screening program.

Westwood also proposes continuing to screen approximately 90 outfalls (of the approximately 459 outfalls currently identified) each year in years 2025 - 2027. The outfalls screened would include a mix of Priority Outfalls screened each year, as well as non-Priority outfalls screened on a 5-year cycle (major outfalls) or 10-year cycle (minor and supplemental outfalls). Because the identification of a potential or obvious illicit discharge at an outfall would automatically classify that outfall as a Priority Outfall for the subsequent five years, the rescreening of suspect outfalls would automatically occur.

Proposed Scope of Services

1. Evaluate changes to the City's current Ongoing Screening Program.
    a. Review any changes required to the program once the new MS4 permit (WI-S050075-4) is issued by WDNR.
    b. Propose revisions to the current program to simplify the administration of the program:
        i. Simply the classification of Priority Outfalls
        ii. Update the list of field screening chemical indicators
        iii. Update the outfall screening schedule
    c. Meet with City to discuss the draft revised ongoing screening program recommendations.

2. 2025 - 2027 stormwater outfall screening.
    a. Conduct approximately 90 outfall inspections each year, following the City's revised Ongoing Screening Program guidelines and schedule.
        i. For each outfall screened, the geographic location would be verified; a digital photograph showing general location and configuration would be taken; a digital photograph showing flow (or the absence of flow) would be taken; and physical data on the outfall would be verified.
        ii. For inspected outfalls that are flowing 48 or more hours after a runoff-producing rainfall event, flow characteristics would be documented.

iii. A sample of the stormwater would be collected from outfalls that are flowing 48 or more hours after a runoff-producing rain event and analyzed using field tests and/or benchtop testing equipment.

iv. Indicator parameters from the stormwater sample (parameters can include: pH, temperature, ammonium, total and free chlorine, detergents, and possibly conductivity) would be measured as outlined in the City of Oshkosh's revised Ongoing Screening Program.

v. For outfalls that are partially or fully submerged, the stormwater sample would be collected from the next accessible upstream location.

vi. If a potential illicit discharge is detected, the City would be notified and provided with the data collected during the screening of the outfall.

b. Produce inspection reports for each outfall inspected that year, including general outfall characteristics and illicit discharge indicator parameters.

c. Produce a program summary report each year describing the outfall screening procedures that were followed, along with any potential illicit discharges that were discovered.

d. Produce a summary report each year of outfalls that have observed structural damage, significant deposition or erosion, or graffiti.

e. Present an optional summary of the outfall screening to City staff each year, if requested.

3. Submittals/deliverables.

a. Proposed Ongoing Screening Program revisions would be provided in a letter report format and submitted to WDNR.

b. Outfall reports would be provided in hardcopy and PDF format.

c. Outfall locations and screening results would be provided in ESRI shapefile or similar compatible format.

d. Two color copies of the final field screening summary report, including the outfall reports for the screened outfalls and the condition assessment report.

e. Summary presentation of the outfall screenings to City staff or committees, if requested.

Schedule

The proposed schedule for the work would generally be as follows:

1. Review the latest MS4 permit (if available from WDNR) and propose changes to the Ongoing Screening Program by May 1, 2025 (first year only).
2. Conduct outfall screening during June – October, weather permitting.
3. Provide outfall summary reports by mid-December.

Compensation

Tasks	2025	2026	2027
Project management and communication	$4,390	$4,560	$4,750
Outfall field inspections and testing	$10,570	$11,150	$9,840
Individual outfall reports, summary report	$7,240	$7,530	$7,830
Ongoing Screening Program revisions	$5,940	N/A	N/A
Contingency for tracking potential illicit discharges	$5,000	$5,000	$5,000
Optional year-end presentation	$2,375	$2,920	$3,035
Estimated cost per year*:	**$35,515**	**$31,160**	**$30,455**
Estimated cost 3-year program:	**$97,130**		
*Similar to our current services agreement for IDDE services, we will only charge for the actual time worked on the project. Our estimate above is based on the previous level of effort we have provided the City. The contingency for tracking estimate is the same amount we have set aside in the past.			

City Support

Westwood recommends that the relevant City and County departments (police, fire, street, etc.) are informed of the field screening effort and our field presence. Coordination with other departments and utilities to minimize interfering activities (i.e., hydrant flushing) is recommended.

When screening submerged outfalls, one or more upstream manholes will likely need to be opened to allow for inspection and sampling. If any of these manhole covers are secured with bolts or locks, the City will be responsible for providing personnel to assist with opening the manhole for the inspection and securing them following the inspection. City assistance is not anticipated for manhole covers with no bolts or locks, unless they cannot be opened for other reasons. For high traffic areas, Westwood may request City staff to assist with traffic monitoring and/or temporary diversion while the manholes are accessed.

We have assumed that the City of Oshkosh will continue to provide GIS or CAD data of the storm sewer network, along with other relevant utility mapping (sanitary sewer and watermain).

We truly appreciate the opportunity to provide our services to the City and look forward to continue working with you on the City's stormwater screening. Please contact me at 920-830-6141 or brian.wayner@westwoodps.com with any questions or for clarification of our proposed approach.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES

Brian D. Wayner

Brian D. Wayner, P.E.
Environmental Service Lead

TO:	Honorable Mayor and Members of the Common Council
FROM:	Justin Gierach, Engineering Division Manager/City Engineer
DATE:	December 10, 2024
SUBJECT:	Res 24-647 Approve Acceptance of Waiver of Special Assessment Notices and Hearings for 4" Concrete Sidewalk Relating to Contract No. 24-02

BACKGROUND

This resolution allows the City to assess abutting property owners for improvements that were completed during the reconstruction of Waugoo Avenue, from North Main Street to 50' east of Mill Street. The assessable work will include 4" concrete sidewalk. The property owner of the property listed below has signed a waiver of all special assessment notices and hearings:

- 543 Waugoo Avenue

ANALYSIS

The resolution allows City staff to proceed with preparing special assessments for the abutting property.

FISCAL IMPACT

Assessments allow the City to recover a portion of the costs associated with projects from benefiting properties. Funding for the Project is included in the 2024 Capital Improvement Program in the Sidewalk section (Account #03210410-6806-04402/Contract Control-Sidewalk-24-02 Waugoo Ave Reconstruction).

RECOMMENDATION

I recommend approval of this resolution.

Attachments

RES 24-647
24-02 543 Waugoo Ave Waiver

12/10/2024 24-647 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE ACCEPTANCE OF WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARINGS FOR 4" CONCRETE SIDEWALK RELATING TO CONTRACT NO. 24-02

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

BE IT FURTHER RESOLVED by the Common Council of the City of Oshkosh that the Waiver of Special Assessment Notices and Hearing under Section 66.0703(7)(b) of the Wisconsin Statutes, for public improvements and services, for the premises described below is accepted and approved.

543 Waugoo Avenue

City of Oshkosh

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

WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING UNDER **SECTION 66.0703**, WISCONSIN STATUTES

The undersigned, owner of property benefited by the following improvements to be made by the City of Oshkosh, Winnebago County, State of Wisconsin, to wit:

In consideration of the construction of said improvements by the City of Oshkosh, Wisconsin, I hereby admit that such public improvement will benefit said property and consent to the levying of special assessments against the premises under **Section 66.0703** of the Wisconsin Statutes for the cost of such improvements. In accordance with **Section 66.0703** of the Wisconsin Statutes, I hereby waive all special assessment notices and hearings required by **Section 66.0703** of the Wisconsin Statutes; and I further agree and admit that the benefit of my property from the construction of such improvements is in proportion to the footage thereof:

City Contract 24-02

Description of Premises

Parcel No.: 02-0219-0000

Owner: Christie L Calkins Irrevocable Special Needs Trust

Address: 543 Waugoo Avenue

Bid Item #	Item Description	Unit of Measure	Quantity	Unit Price	Total
1500	4" Concrete Sidewalk	Square Feet	34.94	$7.15	$249.82
12% Engineering Fees					$29.98
Total					$279.80

Signature of Owner:

C. Calkins — 8-8-24

Name — Date

TO:	Honorable Mayor and Members of the Common Council
FROM:	Justin Gierach, Engineering Division Manager/City Engineer
DATE:	December 10, 2024
SUBJECT:	Res 24-648 Amend Final Resolution for Special Assessments for Sidewalk (New and Rehabilitation), Sanitary Sewer Main and Laterals (New and Relay), Water Main and Laterals (New and Relay), and Storm Sewer Main and Laterals (New and Relay) Relating to Contract No. 24-02 / 543 Waugoo Avenue with Signed Waiver

BACKGROUND

This resolution allows the City to assess abutting property owners for improvements that were completed during the reconstruction of Waugoo Avenue, from North Main Street to 50' east of Mill Street. The assessable work will include 4" concrete sidewalk. The property owner of the property listed below has signed a waiver of all special assessment notices and hearings:

- 543 Waugoo Avenue

ANALYSIS

The resolution allows City staff to proceed with preparing special assessments for the abutting property.

FISCAL IMPACT

Assessments allow the City to recover a portion of the costs associated with projects from benefiting properties. Funding for the Project is included in the 2024 Capital Improvement Program in the Sidewalk section (Account #03210410-6806-04402/Contract Control-Sidewalk-24-02 Waugoo Ave Reconstruction).

RECOMMENDATION

I recommend approval of this resolution.

Attachments

RES 24-648
24-02 543 Waugoo Ave Waiver

12/10/2024 24-648 RESOLUTION

CARRIED 7-0

PURPOSE: AMEND FINAL RESOLUTION FOR SPECIAL ASSESSMENTS FOR SIDEWALK (NEW AND REHABILITATION), SANITARY SEWER MAIN AND LATERALS (NEW AND RELAY), WATER MAIN AND LATERALS (NEW AND RELAY), AND STORM SEWER MAIN AND LATERALS (NEW AND RELAY) RELATING TO CONTRACT NO. 24-02 / 543 WAUGOO AVENUE WITH SIGNED WAIVER

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Common Council of the City of Oshkosh adopted the initial resolution on November 28, 2023 relating to contract 24-02; and

WHEREAS, the Common Council of the City of Oshkosh adopted the final resolution on April 9, 2024 relating to contract 24-02; and

WHEREAS, pursuant to the request by the below property owner additional work has been added to this contract:

Concrete Sidewalk
543 Waugoo Avenue

WHEREAS, the property owner has signed a waiver of special assessment notices for this purpose.

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

1. The Final Resolution #24-163 for Special Assessment for Concrete Sidewalk relating to contract 24-02 is hereby amended to include the following:

   Concrete Sidewalk
   543 Waugoo Avenue

2. In all other respects the resolutions, reports and assessments for Concrete Sidewalk relating to contract 24-02 adopted pursuant to Final Resolution #24-163 shall remain in full force and effect.
3. The City Clerk is directed to publish this resolution in the OSHKOSH DAILY NORTHWESTERN, the official newspaper of the City.
4. The City Clerk is further directed to mail a copy of this resolution and the Final Resolution referred to above to every property owner named herein.
5. If any section, sentence or clause or any special assessment set forth or referred to herein shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining sections or assessments approved, which shall remain in full force and effect.

City of Oshkosh

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

WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING UNDER **SECTION 66.0703**, WISCONSIN STATUTES

The undersigned, owner of property benefited by the following improvements to be made by the City of Oshkosh, Winnebago County, State of Wisconsin, to wit:

In consideration of the construction of said improvements by the City of Oshkosh, Wisconsin, I hereby admit that such public improvement will benefit said property and consent to the levying of special assessments against the premises under **Section 66.0703** of the Wisconsin Statutes for the cost of such improvements. In accordance with **Section 66.0703** of the Wisconsin Statutes, I hereby waive all special assessment notices and hearings required by **Section 66.0703** of the Wisconsin Statutes; and I further agree and admit that the benefit of my property from the construction of such improvements is in proportion to the footage thereof:

City Contract 24-02

Description of Premises

Parcel No.: 02-0219-0000

Owner: Christie L Calkins Irrevocable Special Needs Trust

Address: 543 Waugoo Avenue

Bid Item #	Item Description	Unit of Measure	Quantity	Unit Price	Total
1500	4" Concrete Sidewalk	Square Feet	34.94	$7.15	$249.82
12% Engineering Fees					$29.98
Total					$279.80

Signature of Owner:

C. Calkins — 8-8-24

Name — Date

TO:	Honorable Mayor and Members of the Common Council
FROM:	Justin Gierach, Engineering Division Manager/City Engineer
DATE:	December 10, 2024
SUBJECT:	Res 24-649 Approve Acceptance of Waiver of Special Assessment Notices and Hearings for New Water Service and New Sanitary Sewer Lateral Relating to Contract No. 24-01

BACKGROUND

This resolution allows the City to assess abutting property owners for improvements to be completed during the sanitary interceptor sewer construction on Oregon Street. The assessable work will include a new water service and a new sanitary sewer lateral. The property owner of the property listed below has signed a waiver of all special assessment notices and hearings:

- 3669 Oregon Street

ANALYSIS

This resolution allows City staff to proceed with preparing special assessments for the abutting property.

FISCAL IMPACT

Assessments allow the City to recover a portion of the costs associated with projects from benefiting properties. Funding for the Project is included in the 2024 Capital Improvement Program in the Water Main and Sanitary Sewer sections (Account #03210410-6802-04401/Contract Control-Sanitary Sewer-24-01 Oregon St San Intrept Swr Con and #03210410-6803-04207/Contract Control-Water Main-22-07 Oregon St Interceptor Sewer).

RECOMMENDATION

I recommend approval of this resolution.

Attachments

RES 24-649
24-01 3669 Oregon St Waiver

12/10/2024 24-649 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE ACCEPTANCE OF WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARINGS FOR NEW WATER SERVICE AND NEW SANITARY SEWER LATERAL RELATING TO CONTRACT NO. 24-01

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

BE IT FURTHER RESOLVED by the Common Council of the City of Oshkosh that the Waiver of Special Assessment Notices and Hearing under Section 66.0703(7)(b) of the Wisconsin Statutes, for public improvements and services, for the premises described below is accepted and approved.

3669 Oregon Street

City of Oshkosh

RECEIVED
SEP 19 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

WAIVER OF SPECIAL ASSESSMENT NOTICES AND
HEARING UNDER **SECTION 66.0703**, WISCONSIN STATUTES

The undersigned, owner of property benefited by the following improvements to be made by the City of Oshkosh, Winnebago County, State of Wisconsin, to wit:

In consideration of the construction of said improvements by the City of Oshkosh, Wisconsin, I hereby admit that such public improvement will benefit said property and consent to the levying of special assessments against the premises under **Section 66.0703** of the Wisconsin Statutes for the cost of such improvements. In accordance with **Section 66.0703** of the Wisconsin Statutes, I hereby waive all special assessment notices and hearings required by **Section 66.0703** of the Wisconsin Statutes; and I further agree and admit that the benefit of my property from the construction of such improvements is in proportion to the footage thereof:

City Contract 24-01

Description of Premises

Parcel No.: 012002002

Owner: James E. Zellner

Address: 3669 Oregon Street

1" New Copper Water Service - (25ft). @ $86.25/L.F. = $2,156.25
1" corporation and Stop Box - (1.0 each) @ $1,380.00/E.A. = $1,380.00
Furnish and Install Clay Dam – (1.0 each) @ $375.00/E.A. = $375.00

6" New Sanitary Lateral – (55ft) @ $76.25/L.F. = $4,193.75
Lateral Insert-a-Tee Connection – (1.0 each) @ $310.27/E.A. = $310.27
Sanitary lateral Marker Balls – (2.0 each) @ $185.89/E.A. = $371.78
Furnish and Install Clay Dam (1.0 each) @ $280.12/E.A. = $280.12
12% Engineering Fee = $1,088.06
Total Cost: $10,155.23

Signature of Owner:

James E. Zellner
James E. Zellner

09-18-2024
Date

TO:	Honorable Mayor and Members of the Common Council
FROM:	Justin Gierach, Engineering Division Manager/City Engineer
DATE:	December 10, 2024
SUBJECT:	Res 24-650 Approve Acceptance of Waiver of Special Assessment Notices and Hearings for Sanitary Sewer Lateral Relay Relating to Contract No. 24-07

BACKGROUND

These resolutions allow the City to assess abutting property owners for improvements to be completed during the water main construction on Prospect Avenue. The assessable work will include a sanitary sewer lateral relay. The property owner of the property listed below has signed a waiver of all special assessment notices and hearings:

- 616 Prospect Avenue

ANALYSIS

These resolutions allow City staff to proceed with preparing special assessments for the abutting property.

FISCAL IMPACT

Assessments allow the City to recover a portion of the costs associated with projects from benefiting properties. Funding for the Project is included in the 2024 Capital Improvement Program in the Sanitary Sewer section (Account #03210410-6802-04407/Contract Control-Sanitary Sewer-24-07 Cherry St/Prospect Ave).

RECOMMENDATION

I recommend approval of these resolutions.

Attachments

RES 24-650
24-07 616 Prospect Ave Waiver

12/10/2024 24-650 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE ACCEPTANCE OF WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARINGS FOR SANITARY SEWER LATERAL RELAY RELATING TO CONTRACT NO. 24-07

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

BE IT FURTHER RESOLVED by the Common Council of the City of Oshkosh that the Waiver of Special Assessment Notices and Hearing under Section 66.0703(7)(b) of the Wisconsin Statutes, for public improvements and services, for the premises described below is accepted and approved.

616 Prospect Avenue

24-07

RECEIVED
JUN - 3 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING UNDER SECTION 66.0703, WISCONSIN STATUTES

The undersigned, owner of property benefited by the following improvements to be made by the City of Oshkosh, Winnebago County, State of Wisconsin, to wit:

In consideration of the construction of said improvements by the City of Oshkosh, Wisconsin, I hereby admit that such public improvement will benefit said property and consent to the levying of special assessments against the premises under Section 66.0703 of the Wisconsin Statues for the cost of such improvements. In accordance with Section 66.0703 of the Wisconsin Statutes, I hereby waive all special assessment notices and hearings required by Section 66.0703 of the Wisconsin Statutes; and I further agree and admit that the benefit of my property from the construction of such improvements is in proportion to the footage thereof:

Description of Premises

Parcel Number: 90502190000
Owners: Nicholas L Sternhagen
Address: 616 Prospect Avenue

Description of work to be completed

4"/6" sanitary sewer lateral Relay
To include:
Approx. 35 L.F. 6" PVC Pipe
(1) 8"x6" wye connection
(2) marker Balls
(1) clay dam
12% Engineering Cost

Total Cost: $3,000.00

Signature of Owner(s):

Nicolas L. Sternhagen
Nicholas L.

5-29-24
Date

TO:	Honorable Mayor and Members of the Common Council
FROM:	Justin Gierach, Engineering Division Manager/City Engineer
DATE:	December 10, 2024
SUBJECT:	Res 24-651 Amend Final Resolution for Special Assessments for Concrete Pavement, Asphalt Pavement, Sidewalk (New and Rehabilitation), Driveway Aprons, Sanitary Sewer Main and Laterals (New and Relay), Water Main and Laterals (New and Relay), and Storm Sewer Main and Laterals (New and Relay) Relating to Contract No. 24-07 / 616 Prospect Avenue with Signed Waiver

BACKGROUND

These resolutions allow the City to assess abutting property owners for improvements to be completed during the water main construction on Prospect Avenue. The assessable work will include a sanitary sewer lateral relay. The property owner of the property listed below has signed a waiver of all special assessment notices and hearings:

- 616 Prospect Avenue

ANALYSIS

These resolutions allow City staff to proceed with preparing special assessments for the abutting property.

FISCAL IMPACT

Assessments allow the City to recover a portion of the costs associated with projects from benefiting properties. Funding for the Project is included in the 2024 Capital Improvement Program in the Sanitary Sewer section (Account #03210410-6802-04407/Contract Control-Sanitary Sewer-24-07 Cherry St/Prospect Ave).

RECOMMENDATION

I recommend approval of these resolutions.

Attachments

RES 24-651
24-07 616 Prospect Ave Waiver

12/10/2024 24-651 RESOLUTION

CARRIED 7-0

PURPOSE: AMEND FINAL RESOLUTION FOR SPECIAL ASSESSMENTS FOR CONCRETE PAVEMENT, ASPHALT PAVEMENT, SIDEWALK (NEW AND REHABILITATION), DRIVEWAY APRONS, SANITARY SEWER MAIN AND LATERALS (NEW AND RELAY), WATER MAIN AND LATERALS (NEW AND RELAY), AND STORM SEWER MAIN AND LATERALS (NEW AND RELAY) RELATING TO CONTRACT NO. 24-07 / 616 PROSPECT AVENUE WITH SIGNED WAIVER

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Common Council of the City of Oshkosh adopted the initial resolution on November 28, 2023 relating to contract 24-07; and

WHEREAS, the Common Council of the City of Oshkosh adopted the final resolution on April 9, 2024 relating to contract 24-07; and

WHEREAS, the final resolution was subsequently amended on April 23, 2024; and

WHEREAS, pursuant to the request by the below property owner additional work has been added to this contract requiring an additional amendment thereto:

Sanitary Sewer Lateral Relay
616 Prospect Avenue

WHEREAS, the property owner has signed a waiver of special assessment notices for this purpose.

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

1. The Final Resolution #24-207 as Amended relating to contract 24-07 is hereby amended to include the following:

Sanitary Sewer Lateral Relay
616 Prospect Avenue

2. In all other respects the resolutions, reports and assessments for Sanitary Sewer Lateral Relay relating to contract 24-07 adopted pursuant to Amended Final Resolution #24-207 shall remain in full force and effect.

3. The City Clerk is directed to publish this resolution in the OSHKOSH DAILY NORTHWESTERN, the official newspaper of the City.

4. The City Clerk is further directed to mail a copy of this resolution and the Final Resolution referred to above to every property owner named herein.

5. If any section, sentence or clause or any special assessment set forth or referred to herein shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining sections or assessments approved, which shall remain in full force and effect.

24-07

RECEIVED
JUN - 3 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARING UNDER SECTION 66.0703, WISCONSIN STATUTES

The undersigned, owner of property benefited by the following improvements to be made by the City of Oshkosh, Winnebago County, State of Wisconsin, to wit:

In consideration of the construction of said improvements by the City of Oshkosh, Wisconsin, I hereby admit that such public improvement will benefit said property and consent to the levying of special assessments against the premises under Section 66.0703 of the Wisconsin Statues for the cost of such improvements. In accordance with Section 66.0703 of the Wisconsin Statutes, I hereby waive all special assessment notices and hearings required by Section 66.0703 of the Wisconsin Statutes; and I further agree and admit that the benefit of my property from the construction of such improvements is in proportion to the footage thereof:

Description of Premises

Parcel Number: 90502190000
Owners: Nicholas L Sternhagen
Address: 616 Prospect Avenue

Description of work to be completed

4"/6" sanitary sewer lateral Relay
To include:
Approx. 35 L.F. 6" PVC Pipe
(1) 8"x6" wye connection
(2) marker Balls
(1) clay dam
12% Engineering Cost

Total Cost: $3,000.00

Signature of Owner(s):

Nicolas L. Sternhagen
Nicholas L.

5-29-24
Date

TO: Honorable Mayor and Members of the Common Council

FROM: James Rabe, Director of Public Works

DATE: December 10, 2024

SUBJECT: Res 24-652 Approve CIP Amendment and Approve Revision #1 to State/Municipal Financial Agreement with the Wisconsin Department of Transportation for the Resurfacing of Jackson Street from Murdock Avenue to I-41

BACKGROUND

The Wisconsin Department of Transportation (WDOT) is currently working in accordance with the 2020-2029 Transportation Asset Management Plan (TAMP), which focuses on delivering a high-quality state trunk highway system at a minimum practicable cost. Please refer to the following link for additional information regarding the TAMP: https://wisconsindot.gov/Pages/projects/multimodal/tamp.aspx

The WDOT utilizes the Pavement Management Decision Support System (PMDSS) to evaluate various street pavement management options. Through their review, the WDOT has determined that Jackson Street (STH 76), from Murdock Avenue to I-41, is due for a pavement resurfacing project. The WDOT has tentatively programmed this Project for construction in 2028. Jackson Street from Murdock Avenue to Bacon Avenue is considered a "Connecting Highway".

ANALYSIS

The State of Wisconsin funds roadway projects through a variety of sub-programs within the Statewide Transportation Improvement Program (STIP). These programs support statewide improvements to the surface transportation system at the State, County, and local level. The Jackson Street resurfacing project will be funded through the Highway Improvement Program (State 3R), which is a subprogram of the State Highway Rehabilitation (SHR) Subprogram. The Highway Improvement Program funds projects in the "3R's" (Resurfacing, Reconditioning, and Reconstructing). The Common Council previously approved the State/Municipal Financial Agreement for this Project on May 10, 2022. The WDOT is now revising this agreement to update the construction costs for this Project.

FISCAL IMPACT

The total cost for the pavement resurfacing project is estimated to be $6,432,800. Funding for the construction portion of the Project, which totals $6,112,800, will be split between State and Federal funding sources ($6,090,800) and the City ($22,000).
The City is only responsible for cost sharing on the "Connecting Highway" portion of the Project. Funding is available from previous CIP projects which have come in under budget:

- $22,000 will be transferred from Account No. 03210410-6801-04308 (Contract Control-Paving-23-08 Multi Street Reconstruction) to Account No. 03210410-6801-04240 (Contract Control-Paving-28-01 Jackson Street Resurfacing).

RECOMMENDATION

I recommend amending the CIP and approval of Revision #1 to State/Municipal Financial

Agreement.

Attachments

RES 24-652
28-01 WDOT Agreement Rev #1

12/10/2024 24-652 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE CIP AMENDMENT AND APPROVE REVISION #1 TO STATE/MUNICIPAL FINANCIAL AGREEMENT WITH THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF JACKSON STREET FROM MURDOCK AVENUE TO I-41

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Common Council of the City of Oshkosh adopted a resolution on May 10, 2022 approving a State/Municipal Agreement with the WDOT for the Resurfacing of Jackson Street from Murdock Avenue to I-41; and

WHEREAS, the WDOT is now revising this agreement to update the construction costs for this Project; and

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

WHEREAS, it is necessary to amend the 2024 CIP Budget to transfer funds to fund the city's cost sharing portion of this Project.

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

- To transfer $22,000 from Account No. 03210410-6801-04308 (Contract Control-Paving-23-08 Multi Street Reconstruction) to Account No. 03210410-6801-04240 (Contract Control-Paving-28-01 Jackson Street Resurfacing).

BE IT FURTHER RESOLVED by the Common Council of the City of Oshkosh that the State/Municipal Financial Agreement between the City of Oshkosh and the Wisconsin Department of Transportation outlining the responsibilities for the City and the State of Wisconsin as they relate to the cost sharing of the resurfacing project for Jackson Street from Murdock Avenue to I-41 is hereby approved. The proper City officials are hereby authorized to execute and deliver the agreement in substantially the same form as attached hereto, any changes in the execution copy being deemed approved by their respective signatures, and said City officials are authorized and directed to take those steps necessary to implement the terms and conditions of the Agreement.

Money for this purpose is hereby appropriated from:

Acct. No. 03210410-6801-04240 Contract Control-Paving-28-01 Jackson Street Resurfacing

Revision #1 **STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT** *This agreement supersedes the agreement signed by the Municipality on 5/11/2022 and signed by the State on 5/16/2022.*	Date: November 26, 2024 I.D.: 6430-21-00/71 Road Name: WIS 76 Title: Oshkosh - Greenville Limits: Murdock Avenue – IH 41 County: Winnebago Roadway Length: 0.3 miles connecting highway; 3.51 miles non-connecting highway

RECEIVED
NOV 26 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

The signatory **City of Oshkosh,** hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is a connecting highway from Murdock Avenue to Smith Avenue and a state non-connecting highway from Smith Avenue to Interstate Highway 41.

Jackson Street, between Murdock Avenue and Smith Avenue is generally an urban, 4-lane divided section with curb/gutter and sidewalk located on both sides.

Jackson Street, north of Smith Avenue, is an urban section, 4-lane undivided (with two-way left turn lane) with curb/gutter on both sides. Sidewalk is located on both sides, ending on the north side of the Bacon Avenue intersection.

The proposed improvement was identified within the 2020 Pavement Management Decision Support System (PMDSS).

Proposed Improvement - Nature of work: It is anticipated the proposed improvement will consist of a resurface level project. Scope of work includes milling/resurfacing of the existing asphalt, spot repair of the underlying concrete pavement, upgrading curb ramps to current standards, upgrading the existing at-grade railroad crossing, spot repair of curb/gutter, spot repair of storm sewer structures, cleanout of some culverts/ditches, installing a rectangular rapid flashing beacon (RRFB) at the Linwood Avenue intersection, pavement marking, and all incidentals to complete the work.

The connecting highway portion of the project will begin at the joint (changing from concrete to asphalt) located north of the Murdock Avenue intersection and extending to the northern radius point of the Smith Avenue intersection.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: The Municipality will be responsible for all construction costs associated with the RRFB at the Linwood Avenue intersection. They will also be responsible for any sanitary manhole or water valve adjustments (municipal utilities).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
6430-21-00					
Design Engineering:					
Plan Development	$ 300,000	$ 294,000	98%	$ 6,000	2%
6430-21-20					
Real Estate Acquisition:					
Acquisition	$ 20,000	$ 20,000	100%	$ -	0%
6430-21-71					
[1]Construction:					
Roadway (cat 0010)	$ 6,090,800	$ 6,090,800	100%	$ -	0%
Non-Participating (cat 0020)	$ 22,000	$ -	0%	$ 22,000	100%
Total Cost Distribution	**$ 6,432,800**	**$ 6,404,800**		**$ 28,000**	

1. Estimates include construction engineering.

This request is subject to the terms and conditions that follow (pages [3] – [5]); is made by the undersigned under proper authority to make such request for the designated Municipality, and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. A review of the existing State Municipal Maintenance Agreement (SMMA) or creation of a new SMMA signed by the Municipality and the State shall be completed in conjunction with this agreement. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the **City of Oshkosh**

Name Title

Signature Date

Signed for and in behalf of the **State**

Name Title

Signature Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

   (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

   (c) Roadway and bridge width in excess of standards.

   (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.

   (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

(f) Parking lane costs.

(g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.

(i) Conditioning, if required, and maintenance of detour routes.

(j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The work will be administered by the State and may include items not eligible for federal/state participation.

7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

8. Basis for local participation:

Design (6430-21-00): The Municipality will be responsible for 25% of the design for the resurface level improvement project for the connecting highway portion. The overall project length is 3.81 miles, and the connecting highway portion is approximately 0.3 miles. Therefore, the connecting highway portion is 8% of the overall project length. On this basis, the Municipality responsibility is computed at 25% of the 8% connecting highway portion, or 2% of the overall project cost.

Real Estate (6430-21-20): Funding participation is 100% Federal/State per Table 1, Summary of Costs. The State has agreed to purchase real estate within the connecting highway limits for the Municipality, and in the name of the Municipality, due to the limited number of parcels and since the State is concurrently purchasing real estate for the non-connecting highway portion of the project.

Construction (6430-21-71): The project agreement will be revised if needed as the project progresses. All costs shown are approximate and are subject to a final audit.

Category 010 – Roadway
Funding participation under Category 010 Roadway Items is 100% Federal/State per Table 1, Summary of Costs.

Category 020 – Non-Participating
Installation of a Rectangular Rapid Flashing Beacon (RRFB) was requested by the Municipality at the Linwood Avenue intersection. Preliminary cost estimate for the RRFB is $17,000. Since this is within the connecting highway portion, the cost for the RRFB installation will be 100% the responsibility of the Municipality.

Also, in accordance with Section 3-25-5 of the State's Program Management Manual, alterations of Municipal-owned utilities, contaminated soil management, and all other items listed above under item 3, are not eligible for State participation. In addition, proposed improvements requested by the Municipality within the project limits, but outside original project scope, are considered 100% the responsibility of the Municipality.

Preliminary estimated non-participating cost for adjusting municipal utilities is $5,000.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

TO: Honorable Mayor and Members of the Common Council

FROM: Justin Gierach, Engineering Division Manager/City Engineer

DATE: December 10, 2024

SUBJECT: Res 24-653 Award Bid for Public Works Contract No. 25-08 to Dorner, Inc. for Central Street Reconstruction ($2,502,349.20)

BACKGROUND

The purpose of this Project is to reconstruct Central Street, from West New York Avenue to West Bent Avenue. Sanitary sewer and laterals, water main and laterals, and storm sewer and laterals will be installed, replaced, or repaired, as needed, prior to placing the concrete pavement. New concrete driveway aprons will be constructed where needed, provided property owners have returned the Construction Access Agreement the City mailed to them.

Sidewalks and drive aprons abutting properties whose property owners have not returned the *Construction Access Agreement* will have partial sidewalk sections removed and patched. In 2026, property owners will be responsible for repairing drive aprons and all patched and non-ADA compliant sidewalks that cannot be constructed with this Project.

ANALYSIS

Engineering staff reviewed five (5) bids. The low Bid was received from Dorner, Inc. of Luxemburg, Wisconsin.

FISCAL IMPACT

Funding for the Central Street Reconstruction Project is in the 2025 Capital Improvement Program (CIP) (Account No. 03210410-6801-04508/Contract Control-Paving-25-08 Central Street Reconstruction, 03210410-6804-04508/Contract Control-Storm Sewer-25-08 Central Street Reconstruction, 03210410-6802-04508/Contract Control-Sanitary Sewer-25-08 Central Street Reconstruction, 03210410-6803-04508/Contract Control-Water Main-25-08 Central Street Reconstruction, 03210410-6806-04508/Contract Control-Sidewalk-25-08 Central Street Reconstruction, and 03210410-6809-04508/Contract Control-Traffic-25-08 Central Street Reconstruction.

Following is a summary of the available funds and the estimated total construction cost, including ancillary costs such as engineering fees, landfill tipping fees, construction materials testing fees, and other construction-related expenses. At a future Common Council meeting, additional costs for traffic equipment for this Project will submitted for approval. Special Assessments will be levied to adjoining property owners per the City's Special Assessment Policy.

CIP Section	CIP Funds Budgeted	Estimated Total Construction Cost
Streets	$1,1967,500	$984,848
Storm Sewer	$971,000	$524,622

Sanitary Sewer	$882,400	$479,041
Water Main	$1,059,200	$636,541
Sidewalk	$145,800	$27,446
Traffic	$300,000	$132,339
Totals	$4,555,900	$2,784,837

RECOMMENDATION

I recommend award to the low bidder, Dorner, Inc. in the amount of $2,502,349.20.

Attachments

RES 24-653
25-08 bid tab

12/10/2024 24-653 RESOLUTION

CARRIED 7-0

PURPOSE: AWARD BID FOR PUBLIC WORKS CONTRACT NO. 25-08 TO DORNER, INC. FOR CENTRAL STREET RECONSTRUCTION ($2,502,349.20)

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Oshkosh has heretofore advertised for bids to reconstruct Central Street, from West New York Avenue to West Bent Avenue; and

WHEREAS, upon the opening and tabulation of bids, it appears that the following is the most advantageous bid:

DORNER, INC.
E506 Luxemburg Road
Luxemburg, WI 54217

Total Bid: $2,502,349.20

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

Acct. Nos.

03210410-6801-04508 Contract Control-Paving-25-08 Central Street Reconstruction
03210410-6804-04508 Contract Control-Storm Sewer-25-08 Central Street Reconstruction
03210410-6802-04508 Contract Control-Sanitary Sewer-25-08 Central Street Reconstruction
03210410-6803-04508 Contract Control-Water Main-25-08 Central Street Reconstruction
03210410-6806-04508 Contract Control-Sidewalk-25-08 Central Street Reconstruction
03210410-6809-04508 Contract Control-Traffic-25-08 Central Street Reconstruction

Contract 25-08 - Central Street Reconstruction (#9401999)								
Owner: Oshkosh WI, City of								
Solicitor: Oshkosh WI, City of								
Bid Opening: 12/03/2024 09:00 AM CST								
					Dorner Inc.		Advance Construction Inc.	
					E506 Luxemburg Road			
					Luxemburg, WI 54217			
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Section 1						$2,502,349.20		$2,529,883.95
	1011	Clearing; complete as specified	Inch Diameter	294.00	$32.50	$9,555.00	$32.00	$9,408.00
	1021	Grubbing; complete as specified	Inch Diameter	294.00	$25.40	$7,467.60	$25.00	$7,350.00
	1050	Mobilization; complete as specified	Lump Sum	1.00	$66,357.00	$66,357.00	$79,000.00	$79,000.00
	1100	Removing pavement; complete as specified	Square Yards	6,700.00	$3.80	$25,460.00	$4.20	$28,140.00
	1110	Removing curb and gutter; complete as specified	Linear Feet	170.00	$2.80	$476.00	$5.00	$850.00
	1120	Removing concrete and asphalt sidewalk and driveway; complete as specified	Square Feet	26,000.00	$0.70	$18,200.00	$0.50	$13,000.00
	1200	Unclassified excavation; complete as specified	Cubic Yards	2,400.00	$20.20	$48,480.00	$13.00	$31,200.00
	1220	Excavation special (paving); complete as specified	Tons	360.00	$16.00	$5,760.00	$10.00	$3,600.00
	1301	7" concrete pavement; with 5" CABC and grading; complete as specified	Square Yards	6,000.00	$57.10	$342,600.00	$57.83	$346,980.00
	1303	7" concrete pavement HES; with 5" CABC and grading; complete as specified	Square Yards	1,070.00	$61.20	$65,484.00	$61.83	$66,158.10
	1313	8" concrete pavement HES; with 6" CABC and grading; complete as specified	Square Yards	24.00	$94.40	$2,265.60	$90.00	$2,160.00
	1334	Concrete pavement gaps; complete as specified	Each	1.00	$1,015.00	$1,015.00	$1,000.00	$1,000.00
	1340	Crushed aggregate base course; complete as specified	Tons	110.00	$17.40	$1,914.00	$14.00	$1,540.00
	1350	Pavement ties; complete as specified	Each	57.00	$10.20	$581.40	$10.00	$570.00

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					Luxemburg, WI 54217			
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	1352	Drilled dowel bars; 1"; complete as specified	Each	154.00	$15.20	$2,340.80	$15.00	$2,310.00
	1354	Drilled dowel bars; 1 1/4"; complete as specified	Each	25.00	$17.30	$432.50	$17.00	$425.00
	1360	Adjust manholes and inlets; complete as specified	Each	48.00	$406.00	$19,488.00	$400.00	$19,200.00
	1370	Turf restoration; complete as specified	Square Yards	3,500.00	$9.10	$31,850.00	$6.80	$23,800.00
	1372	Restore gravel driveway/apron; complete as specified	Square Yards	10.00	$36.90	$369.00	$10.00	$100.00
	1380	Cold weather covering (concrete pavement) - single visquine; complete as specified	Square Yards	700.00	$0.01	$7.00	$0.01	$7.00
	1390	Up-charge for late season cold weather concrete pavement; complete as specified	Cubic Yards	140.00	$0.01	$1.40	$0.01	$1.40
	1410	12" radius curb with 6" CABC and grading; complete as specified	Linear Feet	390.00	$17.10	$6,669.00	$18.00	$7,020.00
	1440	30" curb and gutter; 7"; with 5" CABC and grading; complete as specified	Linear Feet	115.00	$50.80	$5,842.00	$51.00	$5,865.00
	1460	Sidewalk curb; complete as specified	Linear Feet	235.00	$66.00	$15,510.00	$65.00	$15,275.00
	1500	4" concrete sidewalk with 3" CABC and grading; complete as specified	Square Feet	15,100.00	$6.60	$99,660.00	$6.50	$98,150.00
	1510	6" concrete sidewalk/ driveway/ramp with 3" CABC and grading; complete as specified	Square Feet	8,100.00	$6.80	$55,080.00	$6.75	$54,675.00
	1514	6" concrete sidewalk/ driveway/ramp (HES) with 3" CABC and grading; complete as specified	Square Feet	2,300.00	$7.10	$16,330.00	$7.00	$16,100.00

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					Luxemburg, WI 54217			
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	1530	6" concrete step; complete as specified	Square Feet	270.00	$76.10	$20,547.00	$83.50	$22,545.00
	1540	Curb ramp detectable warning field (natural/non-painted); complete as specified	Square Feet	260.00	$40.60	$10,556.00	$40.00	$10,400.00
	1550	No. 4 reinforcing rods - deformed; epoxy-coated; complete as specified	Linear Feet	3,000.00	$2.00	$6,000.00	$2.00	$6,000.00
	1560	Drilled No. 4 sidewalk tie bars - deformed; epoxy-coated; complete as specified	Each	110.00	$8.10	$891.00	$8.00	$880.00
	1580	Cold weather covering (sidewalk) - single visquine; complete as specified	Square Feet	2,600.00	$0.01	$26.00	$0.01	$26.00
	1582	Cold weather covering (sidewalk) - double visquine; complete as specified	Square Feet	2,600.00	$0.01	$26.00	$0.01	$26.00
	1590	Up-charge for late season cold weather concrete sidewalk; complete as specified	Cubic Yards	38.00	$15.20	$577.60	$15.00	$570.00
	1600	Furnish and install tree; complete as specified	Each	14.00	$634.00	$8,876.00	$625.00	$8,750.00
	1650	Locate existing property monuments; complete as specified	Each	21.00	$50.80	$1,066.80	$50.00	$1,050.00
	1652	Replace existing property monuments; complete as specified	Each	21.00	$52.80	$1,108.80	$52.00	$1,092.00
	1700	Sawing existing pavement; complete as specified	Linear Feet	700.00	$2.10	$1,470.00	$2.50	$1,750.00
	1710	Sawing concrete pavement full depth; complete as specified	Linear Feet	410.00	$3.90	$1,599.00	$2.50	$1,025.00
	1900	Tack coat; complete as specified	Gallons	18.00	$9.10	$163.80	$9.00	$162.00

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					Luxemburg, WI 54217			
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	1911	4" asphaltic transition LT with 10" CABC and grading; complete as specified	Square Yards	200.00	$58.50	$11,700.00	$60.60	$12,120.00
	1916	4" asphaltic surface LT with 6" CABC and grading; complete as specified	Square Yards	70.00	$78.00	$5,460.00	$77.30	$5,411.00
	1917	2" asphaltic surface LT with 6" CABC and grading; complete as specified	Square Yards	50.00	$79.90	$3,995.00	$78.45	$3,922.50
	2003	Furnish and install 12" storm sewer; complete as specified	Linear Feet	325.00	$62.00	$20,150.00	$84.00	$27,300.00
	2009	Furnish and install 18" storm sewer; complete as specified	Linear Feet	660.00	$76.00	$50,160.00	$94.00	$62,040.00
	2015	Furnish and install 24" storm sewer; complete as specified	Linear Feet	875.00	$101.00	$88,375.00	$110.00	$96,250.00
	2021	Furnish and install 30" storm sewer; complete as specified	Linear Feet	20.00	$188.00	$3,760.00	$150.00	$3,000.00
	2201	Furnish and install standard storm sewer manhole (4' diameter); complete as specified	Vertical Feet	59.00	$761.00	$44,899.00	$615.00	$36,285.00
	2202	Furnish and install standard storm sewer manhole (5' diameter); complete as specified	Vertical Feet	10.40	$1,029.00	$10,701.60	$795.00	$8,268.00
	2203	Furnish and install standard storm sewer manhole (6' diameter); complete as specified	Vertical Feet	7.25	$1,310.00	$9,497.50	$1,249.00	$9,055.25
	2235	Furnish and install Type 1 inlet (with 18" sump); complete as specified	Each	1.00	$3,461.00	$3,461.00	$3,500.00	$3,500.00

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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	2237	Furnish and install Type 3 inlet (with 18" sump); complete as specified	Each	20.00	$3,172.00	$63,440.00	$3,700.00	$74,000.00
	2400	Furnish and install 6" storm sewer lateral; complete as specified	Linear Feet	1,200.00	$55.00	$66,000.00	$59.00	$70,800.00
	2402	Furnish and install 8" storm sewer lateral; complete as specified	Linear Feet	50.00	$62.00	$3,100.00	$60.00	$3,000.00
	2404	Furnish and install storm sewer marker balls; complete as specified	Each	70.00	$29.00	$2,030.00	$29.00	$2,030.00
	2406	Furnish and install storm sewer clay dams; complete as specified	Each	35.00	$122.00	$4,270.00	$250.00	$8,750.00
	2408	Furnish and install storm sewer lateral inlet; complete as specified	Each	32.00	$1,420.00	$45,440.00	$1,000.00	$32,000.00
	2414	Storm lateral inlet adjustments; complete as specified	Each	32.00	$122.00	$3,904.00	$50.00	$1,600.00
	2508	Furnish; install; maintain; and remove Type D modified inlet protection; complete as specified	Each	45.00	$115.00	$5,175.00	$75.00	$3,375.00
	2510	Sediment removal - Type D modified inlet protection; complete as specified	Each	45.00	$10.00	$450.00	$25.00	$1,125.00
	2512	Furnish; install; maintain; and remove stone tracking pad; complete as specified	Each	3.00	$500.00	$1,500.00	$1,200.00	$3,600.00
	2516	Furnish; install; maintain; and remove stone bag; complete as specified	Each	45.00	$15.00	$675.00	$11.00	$495.00
	2518	Furnish; install; maintain; and remove 12" diameter sediment logs; complete as specified	Linear Feet	100.00	$12.00	$1,200.00	$6.10	$610.00

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					Luxemburg, WI 54217			
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	2524	Furnish; install; maintain; and remove dewatering tank system; complete as specified	Each	1.00	$3,000.00	$3,000.00	$500.00	$500.00
	2800	Abandon 8" - 12" storm sewer; complete as specified	Linear Feet	30.00	$15.00	$450.00	$9.00	$270.00
	2802	Abandon 15" and larger storm sewer; complete as specified	Linear Feet	30.00	$30.00	$900.00	$11.00	$330.00
	2804	Remove 30" and smaller storm sewer; complete as specified	Linear Feet	400.00	$27.00	$10,800.00	$37.00	$14,800.00
	2810	Abandon storm sewer manholes and inlets; complete as specified	Each	2.00	$410.00	$820.00	$388.00	$776.00
	2812	Remove storm sewer manholes and inlets; complete as specified	Each	12.00	$559.00	$6,708.00	$500.00	$6,000.00
	2850	Connect to existing storm sewer main; complete as specified	Each	5.00	$1,870.00	$9,350.00	$500.00	$2,500.00
	2852	Connect to existing storm sewer lateral; complete as specified	Each	4.00	$410.00	$1,640.00	$130.00	$520.00
	2856	Connect to existing storm sewer manhole; complete as specified	Each	1.00	$1,377.00	$1,377.00	$500.00	$500.00
	2858	Connect to existing storm sewer inlet; complete as specified	Each	1.00	$1,195.00	$1,195.00	$400.00	$400.00
	2914	Storm sewer utility line opening (ULO); complete as specified	Each	5.00	$1,476.00	$7,380.00	$750.00	$3,750.00
	2950	Excavation special (storm); complete as specified	Tons	50.00	$21.00	$1,050.00	$10.00	$500.00
	3000	Furnish and install 8" sanitary sewer (relay); complete as specified	Linear Feet	1,650.00	$118.00	$194,700.00	$140.00	$231,000.00

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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	3100	Furnish and install standard sanitary sewer manhole (4' diameter); complete as specified	Vertical Feet	58.00	$693.00	$40,194.00	$536.00	$31,088.00
	3114	Furnish and install sanitary sewer external manhole chimney seal; complete as specified	Each	8.00	$558.00	$4,464.00	$550.00	$4,400.00
	3116	Furnish and install sanitary sewer external manhole chimney seal extension; complete as specified	Each	2.00	$508.00	$1,016.00	$500.00	$1,000.00
	3200	Furnish and install 8" x 4" sanitary sewer factory wyes or tees; complete as specified	Each	3.00	$166.00	$498.00	$108.00	$324.00
	3210	Furnish and install 8" x 6" sanitary sewer factory wyes or tees; complete as specified	Each	35.00	$223.00	$7,805.00	$135.00	$4,725.00
	3230	Furnish and install 4" sanitary sewer laterals (new); complete as specified	Linear Feet	80.00	$76.00	$6,080.00	$117.00	$9,360.00
	3232	Furnish and install 6" sanitary sewer laterals (new); complete as specified	Linear Feet	30.00	$80.00	$2,400.00	$119.00	$3,570.00
	3234	Furnish and install 4"/6" sanitary sewer lateral (relay); complete as specified	Linear Feet	1,250.00	$81.00	$101,250.00	$121.00	$151,250.00
	3235	Furnish and install 4"/6" sanitary sewer riser (relay); complete as specified	Linear Feet	45.00	$101.00	$4,545.00	$131.00	$5,895.00
	3236	Furnish and install sanitary sewer lateral marker balls; complete as specified	Each	77.00	$29.00	$2,233.00	$24.00	$1,848.00

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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	3238	Furnish and install clay dams; complete as specified	Each	37.00	$122.00	$4,514.00	$250.00	$9,250.00
	3300	Furnish and install connection to existing 8" sanitary sewer mains; complete as specified	Each	5.00	$2,051.00	$10,255.00	$600.00	$3,000.00
	3330	Furnish and install sanitary sewer concrete collars; complete as specified	Each	2.00	$745.00	$1,490.00	$500.00	$1,000.00
	3600	Rock excavation; complete as specified	Cubic Yards	50.00	$0.01	$0.50	$0.01	$0.50
	3700	Closed circuit televising; complete as specified	Linear Feet	1,650.00	$2.00	$3,300.00	$1.35	$2,227.50
	3710	Closed circuit televising - using push camera; complete as specified	Each	4.00	$243.00	$972.00	$150.00	$600.00
	3800	Abandon sanitary sewer manholes; complete as specified	Each	1.00	$476.00	$476.00	$450.00	$450.00
	3802	Abandon 8" sanitary sewer; complete as specified	Linear Feet	40.00	$6.00	$240.00	$10.00	$400.00
	3852	Remove sanitary sewer manholes; complete as specified	Each	3.00	$400.00	$1,200.00	$500.00	$1,500.00
	3854	Remove sanitary sewer; complete as specified	Linear Feet	80.00	$277.00	$22,160.00	$40.00	$3,200.00
	3890	Sanitary sewer utility line opening (ULO); complete as specified	Each	2.00	$2,221.00	$4,442.00	$750.00	$1,500.00
	3892	Excavation special (sanitary); complete as specified	Tons	20.00	$21.00	$420.00	$10.00	$200.00
	4000	Furnish and install 4" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	40.00	$137.00	$5,480.00	$173.00	$6,920.00

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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	4002	Furnish and install 6" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	125.00	$119.00	$14,875.00	$138.00	$17,250.00
	4004	Furnish and install 8" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	1,880.00	$130.00	$244,400.00	$135.00	$253,800.00
	4008	Furnish and install 12" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	20.00	$196.00	$3,920.00	$220.00	$4,400.00
	4036	Furnish and install 1" water service (relay); complete as specified	Linear Feet	1,100.00	$76.00	$83,600.00	$64.00	$70,400.00
	4037	Furnish and install 1-1/4" water service (relay); complete as specified	Linear Feet	50.00	$82.00	$4,100.00	$75.00	$3,750.00
	4042	Furnish and install 1" water service (new); complete as specified	Linear Feet	50.00	$76.00	$3,800.00	$64.00	$3,200.00
	4046	Furnish and install 2" water service (new); complete as specified	Linear Feet	50.00	$92.00	$4,600.00	$95.00	$4,750.00
	4048	Furnish and install 1" corporation and stop box; complete as specified	Each	33.00	$566.00	$18,678.00	$600.00	$19,800.00
	4050	Furnish and install 1-1/4" corporation and stop box; complete as specified	Each	2.00	$1,082.00	$2,164.00	$1,100.00	$2,200.00
	4054	Furnish and install 2" stop box and rod only; complete as specified	Each	1.00	$1,584.00	$1,584.00	$1,700.00	$1,700.00
	4055	Furnish and install water service clay dams; complete as specified	Each	34.00	$183.00	$6,222.00	$200.00	$6,800.00
	4056	Furnish and install connections to existing 4" water main; complete as specified	Each	1.00	$2,389.00	$2,389.00	$2,000.00	$2,000.00

Contract 25-08 - Central Street Reconstruction (#9401999)								
Owner: Oshkosh WI, City of								
Solicitor: Oshkosh WI, City of								
Bid Opening: 12/03/2024 09:00 AM CST								
					Dorner Inc.		Advance Construction Inc.	
					E506 Luxemburg Road			
					Luxemburg, WI 54217			
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	4058	Furnish and install connections to existing 6" water main; complete as specified	Each	4.00	$2,655.00	$10,620.00	$2,295.00	$9,180.00
	4060	Furnish and install connections to existing 8" water main; complete as specified	Each	1.00	$3,026.00	$3,026.00	$2,400.00	$2,400.00
	4064	Furnish and install connections to existing 12" water main; complete as specified	Each	2.00	$3,676.00	$7,352.00	$3,100.00	$6,200.00
	4080	Temporary water main; complete as specified	Lump Sum	1.00	$8,887.00	$8,887.00	$10,000.00	$10,000.00
	4109	Furnish and install 8" x 4" water main tee; complete as specified	Each	1.00	$786.00	$786.00	$600.00	$600.00
	4110	Furnish and install 8" x 6" water main tee; complete as specified	Each	4.00	$885.00	$3,540.00	$705.00	$2,820.00
	4111	Furnish and install 8" x 8" water main tee; complete as specified	Each	1.00	$983.00	$983.00	$797.00	$797.00
	4129	Furnish and install 12" x 8" water main tee; complete as specified	Each	1.00	$1,458.00	$1,458.00	$1,210.00	$1,210.00
	4189	Furnish and install 8" x 8" water main cross; complete as specified	Each	1.00	$1,143.00	$1,143.00	$1,010.00	$1,010.00
	4236	Furnish and install 6" 45 degree water main bend; complete as specified	Each	16.00	$443.00	$7,088.00	$330.00	$5,280.00
	4237	Furnish and install 8" 45 degree water main bend; complete as specified	Each	10.00	$586.00	$5,860.00	$420.00	$4,200.00
	4262	Furnish and install 6" x 4" water main reducer; complete as specified	Each	1.00	$383.00	$383.00	$280.00	$280.00
	4264	Furnish and install 8" x 6" water main reducer; complete as specified	Each	4.00	$525.00	$2,100.00	$385.00	$1,540.00

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					E506 Luxemburg Road			
					Luxemburg, WI 54217			
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	4350	Cut and cap existing 4" water main; complete as specified	Each	1.00	$1,308.00	$1,308.00	$2,000.00	$2,000.00
	4352	Cut and cap existing 6" water main; complete as specified	Each	2.00	$1,363.00	$2,726.00	$2,100.00	$4,200.00
	4354	Cut and cap existing 8" water main; complete as specified	Each	2.00	$1,623.00	$3,246.00	$2,200.00	$4,400.00
	4400	Furnish and install 4" water main gate valve; complete as specified	Each	1.00	$1,756.00	$1,756.00	$1,577.00	$1,577.00
	4401	Furnish and install 6" water main gate valve; complete as specified	Each	6.00	$2,051.00	$12,306.00	$1,874.00	$11,244.00
	4402	Furnish and install 8" water main gate valve; complete as specified	Each	12.00	$2,852.00	$34,224.00	$2,615.00	$31,380.00
	4404	Furnish and install 12" water main gate valve; complete as specified	Each	2.00	$4,968.00	$9,936.00	$4,637.00	$9,274.00
	4447	Furnish and install 12" x 8" tapping valve and sleeve; complete as specified	Each	1.00	$7,333.00	$7,333.00	$6,100.00	$6,100.00
	4500	Furnish and install hydrant; complete as specified	Each	4.00	$6,412.00	$25,648.00	$5,800.00	$23,200.00
	4800	Rock excavation; complete as specified	Cubic Yards	20.00	$0.01	$0.20	$0.01	$0.20
	4900	Abandon water main on Central Street; complete as specified	Lump Sum	1.00	$2,677.00	$2,677.00	$3,000.00	$3,000.00
	4920	Remove water main; complete as specified	Linear Feet	600.00	$38.00	$22,800.00	$37.00	$22,200.00
	4990	Excavation special (water); complete as specified	Tons	20.00	$21.00	$420.00	$10.00	$200.00
	5012	Furnish and install pull box (steel); 18" x 36"; complete as specified	Each	15.00	$1,167.00	$17,505.00	$1,150.00	$17,250.00

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					E506 Luxemburg Road			
					Luxemburg, WI 54217			
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	5025	Adjust pull box; complete as specified	Each	15.00	$107.10	$1,606.50	$5.50	$82.50
	5130	Furnish and install 3" Schedule 40 PVC; complete as specified	Linear Feet	2,250.00	$13.20	$29,700.00	$13.00	$29,250.00
	5170	Furnish and install 3" Schedule 40 PVC bore; including bore pits; conduit; utility line openings; sawing; 6" concrete sidewalk/ driveway/ramp removal and replacement with 3" CABC and grading; tie bars; curb stop adjustments; turf restoration; and traffic control; complete as specified	Linear Feet	84.00	$81.10	$6,812.40	$57.00	$4,788.00
	5180	Connect to existing pull box; complete as specified	Each	1.00	$305.00	$305.00	$300.00	$300.00
	5230	Furnish and install 4 gauge red-coated wire; complete as specified	Linear Feet	3,650.00	$2.50	$9,125.00	$2.50	$9,125.00
	5231	Furnish and install 4 gauge black-coated wire; complete as specified	Linear Feet	3,650.00	$2.50	$9,125.00	$2.50	$9,125.00
	5262	Furnish and install 10 gauge green-coated wire; complete as specified	Linear Feet	2,650.00	$1.00	$2,650.00	$1.00	$2,650.00
	5270	Furnish and install 12 gauge red-coated wire; complete as specified	Linear Feet	560.00	$0.80	$448.00	$0.80	$448.00
	5271	Furnish and install 12 gauge black-coated wire; complete as specified	Linear Feet	560.00	$0.80	$448.00	$0.80	$448.00
	5272	Furnish and install 12 gauge green-coated wire; complete as specified	Linear Feet	560.00	$0.80	$448.00	$0.80	$448.00

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					Luxemburg, WI 54217			
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	5380	Furnish and install fuse holder; complete as specified	Each	32.00	$51.00	$1,632.00	$50.00	$1,600.00
	5386	Furnish and install 2A fuse; complete as specified	Each	32.00	$5.60	$179.20	$5.50	$176.00
	5454	Install CITY-supplied 10' truss-type luminaire arm; complete as specified	Each	16.00	$254.00	$4,064.00	$250.00	$4,000.00
	5460	Install CITY-supplied cobra head luminaire; complete as specified	Each	16.00	$203.00	$3,248.00	$200.00	$3,200.00
	5494	Install CITY-supplied 20' tapered pole with transformer base; complete as specified	Each	16.00	$812.00	$12,992.00	$800.00	$12,800.00
	5504	Furnish and install Type 5 base; complete as specified	Each	16.00	$1,117.00	$17,872.00	$1,100.00	$17,600.00
Bid Total:						**$2,502,349.20**		**$2,529,883.95**

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Owner: Oshkosh WI, City of								
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					Jossart Brothers, Inc.		PTS Contractors, Inc	
Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
Section 1						**$2,674,766.94**		**$2,686,000.00**
	1011	Clearing; complete as specified	Inch Diameter	294.00	$26.00	$7,644.00	$25.00	$7,350.00
	1021	Grubbing; complete as specified	Inch Diameter	294.00	$15.75	$4,630.50	$15.00	$4,410.00
	1050	Mobilization; complete as specified	Lump Sum	1.00	$127,000.00	$127,000.00	$79,264.90	$79,264.90
	1100	Removing pavement; complete as specified	Square Yards	6,700.00	$1.05	$7,035.00	$1.00	$6,700.00
	1110	Removing curb and gutter; complete as specified	Linear Feet	170.00	$6.80	$1,156.00	$7.00	$1,190.00
	1120	Removing concrete and asphalt sidewalk and driveway; complete as specified	Square Feet	26,000.00	$0.87	$22,620.00	$1.00	$26,000.00
	1200	Unclassified excavation; complete as specified	Cubic Yards	2,400.00	$22.40	$53,760.00	$21.70	$52,080.00
	1220	Excavation special (paving); complete as specified	Tons	360.00	$0.01	$3.60	$0.01	$3.60
	1301	7" concrete pavement; with 5" CABC and grading; complete as specified	Square Yards	6,000.00	$59.70	$358,200.00	$59.00	$354,000.00
	1303	7" concrete pavement HES; with 5" CABC and grading; complete as specified	Square Yards	1,070.00	$63.80	$68,266.00	$63.00	$67,410.00
	1313	8" concrete pavement HES; with 6" CABC and grading; complete as specified	Square Yards	24.00	$98.00	$2,352.00	$96.00	$2,304.00
	1334	Concrete pavement gaps; complete as specified	Each	1.00	$1,050.00	$1,050.00	$1,020.00	$1,020.00
	1340	Crushed aggregate base course; complete as specified	Tons	110.00	$21.00	$2,310.00	$20.40	$2,244.00
	1350	Pavement ties; complete as specified	Each	57.00	$10.50	$598.50	$10.00	$570.00

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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	1352	Drilled dowel bars; 1"; complete as specified	Each	154.00	$15.75	$2,425.50	$15.00	$2,310.00
	1354	Drilled dowel bars; 1 1/4"; complete as specified	Each	25.00	$17.80	$445.00	$17.00	$425.00
	1360	Adjust manholes and inlets; complete as specified	Each	48.00	$500.00	$24,000.00	$407.00	$19,536.00
	1370	Turf restoration; complete as specified	Square Yards	3,500.00	$7.10	$24,850.00	$8.15	$28,525.00
	1372	Restore gravel driveway/apron; complete as specified	Square Yards	10.00	$55.30	$553.00	$54.00	$540.00
	1380	Cold weather covering (concrete pavement) - single visquine; complete as specified	Square Yards	700.00	$0.01	$7.00	$0.01	$7.00
	1390	Up-charge for late season cold weather concrete pavement; complete as specified	Cubic Yards	140.00	$0.01	$1.40	$0.01	$1.40
	1410	12" radius curb with 6" CABC and grading; complete as specified	Linear Feet	390.00	$16.80	$6,552.00	$16.30	$6,357.00
	1440	30" curb and gutter; 7"; with 5" CABC and grading; complete as specified	Linear Feet	115.00	$50.00	$5,750.00	$49.00	$5,635.00
	1460	Sidewalk curb; complete as specified	Linear Feet	235.00	$68.00	$15,980.00	$66.20	$15,557.00
	1500	4" concrete sidewalk with 3" CABC and grading; complete as specified	Square Feet	15,100.00	$8.00	$120,800.00	$7.70	$116,270.00
	1510	6" concrete sidewalk/ driveway/ramp with 3" CABC and grading; complete as specified	Square Feet	8,100.00	$8.25	$66,825.00	$8.00	$64,800.00
	1514	6" concrete sidewalk/ driveway/ramp (HES) with 3" CABC and grading; complete as specified	Square Feet	2,300.00	$8.50	$19,550.00	$8.25	$18,975.00

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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	1530	6" concrete step; complete as specified	Square Feet	270.00	$78.00	$21,060.00	$76.00	$20,520.00
	1540	Curb ramp detectable warning field (natural/non-painted); complete as specified	Square Feet	260.00	$42.00	$10,920.00	$41.00	$10,660.00
	1550	No. 4 reinforcing rods - deformed; epoxy-coated; complete as specified	Linear Feet	3,000.00	$2.10	$6,300.00	$2.00	$6,000.00
	1560	Drilled No. 4 sidewalk tie bars - deformed; epoxy-coated; complete as specified	Each	110.00	$8.40	$924.00	$8.15	$896.50
	1580	Cold weather covering (sidewalk) - single visquine; complete as specified	Square Feet	2,600.00	$0.01	$26.00	$0.01	$26.00
	1582	Cold weather covering (sidewalk) - double visquine; complete as specified	Square Feet	2,600.00	$0.01	$26.00	$0.01	$26.00
	1590	Up-charge for late season cold weather concrete sidewalk; complete as specified	Cubic Yards	38.00	$15.75	$598.50	$15.00	$570.00
	1600	Furnish and install tree; complete as specified	Each	14.00	$650.00	$9,100.00	$560.00	$7,840.00
	1650	Locate existing property monuments; complete as specified	Each	21.00	$52.50	$1,102.50	$51.00	$1,071.00
	1652	Replace existing property monuments; complete as specified	Each	21.00	$54.00	$1,134.00	$53.00	$1,113.00
	1700	Sawing existing pavement; complete as specified	Linear Feet	700.00	$3.00	$2,100.00	$3.00	$2,100.00
	1710	Sawing concrete pavement full depth; complete as specified	Linear Feet	410.00	$5.00	$2,050.00	$3.00	$1,230.00
	1900	Tack coat; complete as specified	Gallons	18.00	$9.40	$169.20	$3.00	$54.00

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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	1911	4" asphaltic transition LT with 10" CABC and grading; complete as specified	Square Yards	200.00	$64.00	$12,800.00	$62.10	$12,420.00
	1916	4" asphaltic surface LT with 6" CABC and grading; complete as specified	Square Yards	70.00	$86.00	$6,020.00	$84.20	$5,894.00
	1917	2" asphaltic surface LT with 6" CABC and grading; complete as specified	Square Yards	50.00	$87.00	$4,350.00	$85.40	$4,270.00
	2003	Furnish and install 12" storm sewer; complete as specified	Linear Feet	325.00	$80.00	$26,000.00	$89.00	$28,925.00
	2009	Furnish and install 18" storm sewer; complete as specified	Linear Feet	660.00	$98.00	$64,680.00	$102.00	$67,320.00
	2015	Furnish and install 24" storm sewer; complete as specified	Linear Feet	875.00	$113.00	$98,875.00	$132.00	$115,500.00
	2021	Furnish and install 30" storm sewer; complete as specified	Linear Feet	20.00	$160.00	$3,200.00	$318.00	$6,360.00
	2201	Furnish and install standard storm sewer manhole (4' diameter); complete as specified	Vertical Feet	59.00	$730.00	$43,070.00	$630.00	$37,170.00
	2202	Furnish and install standard storm sewer manhole (5' diameter); complete as specified	Vertical Feet	10.40	$1,125.00	$11,700.00	$850.00	$8,840.00
	2203	Furnish and install standard storm sewer manhole (6' diameter); complete as specified	Vertical Feet	7.25	$1,200.00	$8,700.00	$1,400.00	$10,150.00
	2235	Furnish and install Type 1 inlet (with 18" sump); complete as specified	Each	1.00	$3,300.00	$3,300.00	$2,945.00	$2,945.00

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	2237	Furnish and install Type 3 inlet (with 18" sump); complete as specified	Each	20.00	$3,200.00	$64,000.00	$2,775.00	$55,500.00
	2400	Furnish and install 6" storm sewer lateral; complete as specified	Linear Feet	1,200.00	$70.00	$84,000.00	$86.00	$103,200.00
	2402	Furnish and install 8" storm sewer lateral; complete as specified	Linear Feet	50.00	$75.00	$3,750.00	$100.00	$5,000.00
	2404	Furnish and install storm sewer marker balls; complete as specified	Each	70.00	$30.00	$2,100.00	$42.00	$2,940.00
	2406	Furnish and install storm sewer clay dams; complete as specified	Each	35.00	$75.00	$2,625.00	$87.00	$3,045.00
	2408	Furnish and install storm sewer lateral inlet; complete as specified	Each	32.00	$1,100.00	$35,200.00	$1,065.00	$34,080.00
	2414	Storm lateral inlet adjustments; complete as specified	Each	32.00	$75.00	$2,400.00	$1.00	$32.00
	2508	Furnish; install; maintain; and remove Type D modified inlet protection; complete as specified	Each	45.00	$78.00	$3,510.00	$76.00	$3,420.00
	2510	Sediment removal - Type D modified inlet protection; complete as specified	Each	45.00	$26.00	$1,170.00	$1.00	$45.00
	2512	Furnish; install; maintain; and remove stone tracking pad; complete as specified	Each	3.00	$0.01	$0.03	$1,665.00	$4,995.00
	2516	Furnish; install; maintain; and remove stone bag; complete as specified	Each	45.00	$11.10	$499.50	$10.00	$450.00
	2518	Furnish; install; maintain; and remove 12" diameter sediment logs; complete as specified	Linear Feet	100.00	$6.30	$630.00	$10.00	$1,000.00

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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	2524	Furnish; install; maintain; and remove dewatering tank system; complete as specified	Each	1.00	$0.01	$0.01	$1.00	$1.00
	2800	Abandon 8" - 12" storm sewer; complete as specified	Linear Feet	30.00	$10.00	$300.00	$7.00	$210.00
	2802	Abandon 15" and larger storm sewer; complete as specified	Linear Feet	30.00	$20.00	$600.00	$9.00	$270.00
	2804	Remove 30" and smaller storm sewer; complete as specified	Linear Feet	400.00	$45.00	$18,000.00	$29.00	$11,600.00
	2810	Abandon storm sewer manholes and inlets; complete as specified	Each	2.00	$400.00	$800.00	$290.00	$580.00
	2812	Remove storm sewer manholes and inlets; complete as specified	Each	12.00	$500.00	$6,000.00	$290.00	$3,480.00
	2850	Connect to existing storm sewer main; complete as specified	Each	5.00	$1,200.00	$6,000.00	$2,750.00	$13,750.00
	2852	Connect to existing storm sewer lateral; complete as specified	Each	4.00	$200.00	$800.00	$190.00	$760.00
	2856	Connect to existing storm sewer manhole; complete as specified	Each	1.00	$1,500.00	$1,500.00	$290.00	$290.00
	2858	Connect to existing storm sewer inlet; complete as specified	Each	1.00	$1,400.00	$1,400.00	$290.00	$290.00
	2914	Storm sewer utility line opening (ULO); complete as specified	Each	5.00	$500.00	$2,500.00	$1.00	$5.00
	2950	Excavation special (storm); complete as specified	Tons	50.00	$15.00	$750.00	$58.00	$2,900.00
	3000	Furnish and install 8" sanitary sewer (relay); complete as specified	Linear Feet	1,650.00	$110.00	$181,500.00	$128.00	$211,200.00

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
	3100	Furnish and install standard sanitary sewer manhole (4' diameter); complete as specified	Vertical Feet	58.00	$580.00	$33,640.00	$610.00	$35,380.00
	3114	Furnish and install sanitary sewer external manhole chimney seal; complete as specified	Each	8.00	$575.00	$4,600.00	$560.00	$4,480.00
	3116	Furnish and install sanitary sewer external manhole chimney seal extension; complete as specified	Each	2.00	$525.00	$1,050.00	$510.00	$1,020.00
	3200	Furnish and install 8" x 4" sanitary sewer factory wyes or tees; complete as specified	Each	3.00	$125.00	$375.00	$165.00	$495.00
	3210	Furnish and install 8" x 6" sanitary sewer factory wyes or tees; complete as specified	Each	35.00	$150.00	$5,250.00	$190.00	$6,650.00
	3230	Furnish and install 4" sanitary sewer laterals (new); complete as specified	Linear Feet	80.00	$100.00	$8,000.00	$125.00	$10,000.00
	3232	Furnish and install 6" sanitary sewer laterals (new); complete as specified	Linear Feet	30.00	$103.00	$3,090.00	$250.00	$7,500.00
	3234	Furnish and install 4"/6" sanitary sewer lateral (relay); complete as specified	Linear Feet	1,250.00	$105.00	$131,250.00	$130.00	$162,500.00
	3235	Furnish and install 4"/6" sanitary sewer riser (relay); complete as specified	Linear Feet	45.00	$125.00	$5,625.00	$107.00	$4,815.00
	3236	Furnish and install sanitary sewer lateral marker balls; complete as specified	Each	77.00	$30.00	$2,310.00	$42.00	$3,234.00

Contract 25-08 - Central Street Reconstruction (#9401999)								
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Bid Opening: 12/03/2024 09:00 AM CST								
					Jossart Brothers, Inc.		PTS Contractors, Inc	
Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	3238	Furnish and install clay dams; complete as specified	Each	37.00	$75.00	$2,775.00	$87.00	$3,219.00
	3300	Furnish and install connection to existing 8" sanitary sewer mains; complete as specified	Each	5.00	$2,000.00	$10,000.00	$1,800.00	$9,000.00
	3330	Furnish and install sanitary sewer concrete collars; complete as specified	Each	2.00	$750.00	$1,500.00	$1.00	$2.00
	3600	Rock excavation; complete as specified	Cubic Yards	50.00	$0.01	$0.50	$1.00	$50.00
	3700	Closed circuit televising; complete as specified	Linear Feet	1,650.00	$1.75	$2,887.50	$1.40	$2,310.00
	3710	Closed circuit televising - using push camera; complete as specified	Each	4.00	$400.00	$1,600.00	$132.00	$528.00
	3800	Abandon sanitary sewer manholes; complete as specified	Each	1.00	$500.00	$500.00	$290.00	$290.00
	3802	Abandon 8" sanitary sewer; complete as specified	Linear Feet	40.00	$10.00	$400.00	$5.00	$200.00
	3852	Remove sanitary sewer manholes; complete as specified	Each	3.00	$500.00	$1,500.00	$290.00	$870.00
	3854	Remove sanitary sewer; complete as specified	Linear Feet	80.00	$45.00	$3,600.00	$43.00	$3,440.00
	3890	Sanitary sewer utility line opening (ULO); complete as specified	Each	2.00	$750.00	$1,500.00	$1.00	$2.00
	3892	Excavation special (sanitary); complete as specified	Tons	20.00	$15.00	$300.00	$58.00	$1,160.00
	4000	Furnish and install 4" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	40.00	$150.00	$6,000.00	$204.00	$8,160.00

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
	4002	Furnish and install 6" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	125.00	$130.00	$16,250.00	$159.00	$19,875.00
	4004	Furnish and install 8" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	1,880.00	$130.00	$244,400.00	$143.00	$268,840.00
	4008	Furnish and install 12" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	20.00	$175.00	$3,500.00	$250.00	$5,000.00
	4036	Furnish and install 1" water service (relay); complete as specified	Linear Feet	1,100.00	$105.00	$115,500.00	$102.00	$112,200.00
	4037	Furnish and install 1-1/4" water service (relay); complete as specified	Linear Feet	50.00	$110.00	$5,500.00	$107.00	$5,350.00
	4042	Furnish and install 1" water service (new); complete as specified	Linear Feet	50.00	$105.00	$5,250.00	$102.00	$5,100.00
	4046	Furnish and install 2" water service (new); complete as specified	Linear Feet	50.00	$125.00	$6,250.00	$105.00	$5,250.00
	4048	Furnish and install 1" corporation and stop box; complete as specified	Each	33.00	$500.00	$16,500.00	$506.00	$16,698.00
	4050	Furnish and install 1-1/4" corporation and stop box; complete as specified	Each	2.00	$1,050.00	$2,100.00	$975.00	$1,950.00
	4054	Furnish and install 2" stop box and rod only; complete as specified	Each	1.00	$1,500.00	$1,500.00	$1,800.00	$1,800.00
	4055	Furnish and install water service clay dams; complete as specified	Each	34.00	$75.00	$2,550.00	$87.00	$2,958.00
	4056	Furnish and install connections to existing 4" water main; complete as specified	Each	1.00	$2,000.00	$2,000.00	$1,960.00	$1,960.00

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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	4058	Furnish and install connections to existing 6" water main; complete as specified	Each	4.00	$2,200.00	$8,800.00	$2,620.00	$10,480.00
	4060	Furnish and install connections to existing 8" water main; complete as specified	Each	1.00	$2,500.00	$2,500.00	$2,710.00	$2,710.00
	4064	Furnish and install connections to existing 12" water main; complete as specified	Each	2.00	$3,000.00	$6,000.00	$3,660.00	$7,320.00
	4080	Temporary water main; complete as specified	Lump Sum	1.00	$30,000.00	$30,000.00	$1.00	$1.00
	4109	Furnish and install 8" x 4" water main tee; complete as specified	Each	1.00	$630.00	$630.00	$640.00	$640.00
	4110	Furnish and install 8" x 6" water main tee; complete as specified	Each	4.00	$740.00	$2,960.00	$735.00	$2,940.00
	4111	Furnish and install 8" x 8" water main tee; complete as specified	Each	1.00	$850.00	$850.00	$830.00	$830.00
	4129	Furnish and install 12" x 8" water main tee; complete as specified	Each	1.00	$1,300.00	$1,300.00	$1,255.00	$1,255.00
	4189	Furnish and install 8" x 8" water main cross; complete as specified	Each	1.00	$1,100.00	$1,100.00	$1,065.00	$1,065.00
	4236	Furnish and install 6" 45 degree water main bend; complete as specified	Each	16.00	$330.00	$5,280.00	$347.00	$5,552.00
	4237	Furnish and install 8" 45 degree water main bend; complete as specified	Each	10.00	$450.00	$4,500.00	$453.00	$4,530.00
	4262	Furnish and install 6" x 4" water main reducer; complete as specified	Each	1.00	$265.00	$265.00	$290.00	$290.00
	4264	Furnish and install 8" x 6" water main reducer; complete as specified	Each	4.00	$385.00	$1,540.00	$392.00	$1,568.00

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Section Title	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
	4350	Cut and cap existing 4" water main; complete as specified	Each	1.00	$1,800.00	$1,800.00	$1,850.00	$1,850.00
	4352	Cut and cap existing 6" water main; complete as specified	Each	2.00	$1,900.00	$3,800.00	$2,190.00	$4,380.00
	4354	Cut and cap existing 8" water main; complete as specified	Each	2.00	$2,000.00	$4,000.00	$2,265.00	$4,530.00
	4400	Furnish and install 4" water main gate valve; complete as specified	Each	1.00	$1,750.00	$1,750.00	$1,625.00	$1,625.00
	4401	Furnish and install 6" water main gate valve; complete as specified	Each	6.00	$2,100.00	$12,600.00	$1,915.00	$11,490.00
	4402	Furnish and install 8" water main gate valve; complete as specified	Each	12.00	$2,950.00	$35,400.00	$2,660.00	$31,920.00
	4404	Furnish and install 12" water main gate valve; complete as specified	Each	2.00	$5,200.00	$10,400.00	$4,690.00	$9,380.00
	4447	Furnish and install 12" x 8" tapping valve and sleeve; complete as specified	Each	1.00	$5,500.00	$5,500.00	$6,440.00	$6,440.00
	4500	Furnish and install hydrant; complete as specified	Each	4.00	$5,650.00	$22,600.00	$5,688.00	$22,752.00
	4800	Rock excavation; complete as specified	Cubic Yards	20.00	$0.01	$0.20	$0.01	$0.20
	4900	Abandon water main on Central Street; complete as specified	Lump Sum	1.00	$17,000.00	$17,000.00	$2,320.00	$2,320.00
	4920	Remove water main; complete as specified	Linear Feet	600.00	$40.00	$24,000.00	$39.00	$23,400.00
	4990	Excavation special (water); complete as specified	Tons	20.00	$15.00	$300.00	$58.00	$1,160.00
	5012	Furnish and install pull box (steel); 18" x 36"; complete as specified	Each	15.00	$1,200.00	$18,000.00	$1,275.00	$19,125.00

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
	5025	Adjust pull box; complete as specified	Each	15.00	$6.00	$90.00	$5.00	$75.00
	5130	Furnish and install 3" Schedule 40 PVC; complete as specified	Linear Feet	2,250.00	$13.50	$30,375.00	$14.30	$32,175.00
	5170	Furnish and install 3" Schedule 40 PVC bore; including bore pits; conduit; utility line openings; sawing; 6" concrete sidewalk/ driveway/ramp removal and replacement with 3" CABC and grading; tie bars; curb stop adjustments; turf restoration; and traffic control; complete as specified	Linear Feet	84.00	$60.00	$5,040.00	$34.60	$2,906.40
	5180	Connect to existing pull box; complete as specified	Each	1.00	$315.00	$315.00	$255.00	$255.00
	5230	Furnish and install 4 gauge red-coated wire; complete as specified	Linear Feet	3,650.00	$2.60	$9,490.00	$2.50	$9,125.00
	5231	Furnish and install 4 gauge black-coated wire; complete as specified	Linear Feet	3,650.00	$2.60	$9,490.00	$2.50	$9,125.00
	5262	Furnish and install 10 gauge green-coated wire; complete as specified	Linear Feet	2,650.00	$1.05	$2,782.50	$1.50	$3,975.00
	5270	Furnish and install 12 gauge red-coated wire; complete as specified	Linear Feet	560.00	$0.85	$476.00	$0.80	$448.00
	5271	Furnish and install 12 gauge black-coated wire; complete as specified	Linear Feet	560.00	$0.85	$476.00	$0.80	$448.00
	5272	Furnish and install 12 gauge green-coated wire; complete as specified	Linear Feet	560.00	$0.85	$476.00	$0.80	$448.00

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
	5380	Furnish and install fuse holder; complete as specified	Each	32.00	$52.50	$1,680.00	$56.00	$1,792.00
	5386	Furnish and install 2A fuse; complete as specified	Each	32.00	$5.75	$184.00	$5.00	$160.00
	5454	Install CITY-supplied 10' truss-type luminaire arm; complete as specified	Each	16.00	$260.00	$4,160.00	$356.00	$5,696.00
	5460	Install CITY-supplied cobra head luminaire; complete as specified	Each	16.00	$210.00	$3,360.00	$204.00	$3,264.00
	5494	Install CITY-supplied 20' tapered pole with transformer base; complete as specified	Each	16.00	$840.00	$13,440.00	$765.00	$12,240.00
	5504	Furnish and install Type 5 base; complete as specified	Each	16.00	$1,150.00	$18,400.00	$1,100.00	$17,600.00
Bid Total:						**$2,674,766.94**		**$2,686,000.00**

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					Carl Bowers & Sons Const. Co., Inc.	
Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
Section 1						**$2,701,392.03**
	1011	Clearing; complete as specified	Inch Diameter	294.00	$32.00	$9,408.00
	1021	Grubbing; complete as specified	Inch Diameter	294.00	$25.00	$7,350.00
	1050	Mobilization; complete as specified	Lump Sum	1.00	$95,000.00	$95,000.00
	1100	Removing pavement; complete as specified	Square Yards	6,700.00	$5.00	$33,500.00
	1110	Removing curb and gutter; complete as specified	Linear Feet	170.00	$3.00	$510.00
	1120	Removing concrete and asphalt sidewalk and driveway; complete as specified	Square Feet	26,000.00	$0.70	$18,200.00
	1200	Unclassified excavation; complete as specified	Cubic Yards	2,400.00	$18.00	$43,200.00
	1220	Excavation special (paving); complete as specified	Tons	360.00	$0.01	$3.60
	1301	7" concrete pavement; with 5" CABC and grading; complete as specified	Square Yards	6,000.00	$60.47	$362,820.00
	1303	7" concrete pavement HES; with 5" CABC and grading; complete as specified	Square Yards	1,070.00	$64.67	$69,196.90
	1313	8" concrete pavement HES; with 6" CABC and grading; complete as specified	Square Yards	24.00	$94.50	$2,268.00
	1334	Concrete pavement gaps; complete as specified	Each	1.00	$1,050.00	$1,050.00
	1340	Crushed aggregate base course; complete as specified	Tons	110.00	$14.70	$1,617.00
	1350	Pavement ties; complete as specified	Each	57.00	$10.50	$598.50

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	1352	Drilled dowel bars; 1"; complete as specified	Each	154.00	$15.75	$2,425.50
	1354	Drilled dowel bars; 1 1/4"; complete as specified	Each	25.00	$17.85	$446.25
	1360	Adjust manholes and inlets; complete as specified	Each	48.00	$420.00	$20,160.00
	1370	Turf restoration; complete as specified	Square Yards	3,500.00	$11.00	$38,500.00
	1372	Restore gravel driveway/apron; complete as specified	Square Yards	10.00	$25.00	$250.00
	1380	Cold weather covering (concrete pavement) - single visquine; complete as specified	Square Yards	700.00	$0.01	$7.00
	1390	Up-charge for late season cold weather concrete pavement; complete as specified	Cubic Yards	140.00	$0.01	$1.40
	1410	12" radius curb with 6" CABC and grading; complete as specified	Linear Feet	390.00	$15.75	$6,142.50
	1440	30" curb and gutter; 7"; with 5" CABC and grading; complete as specified	Linear Feet	115.00	$50.40	$5,796.00
	1460	Sidewalk curb; complete as specified	Linear Feet	235.00	$68.00	$15,980.00
	1500	4" concrete sidewalk with 3" CABC and grading; complete as specified	Square Feet	15,100.00	$7.00	$105,700.00
	1510	6" concrete sidewalk/ driveway/ramp with 3" CABC and grading; complete as specified	Square Feet	8,100.00	$7.25	$58,725.00
	1514	6" concrete sidewalk/ driveway/ramp (HES) with 3" CABC and grading; complete as specified	Square Feet	2,300.00	$7.50	$17,250.00

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	1530	6" concrete step; complete as specified	Square Feet	270.00	$73.50	$19,845.00
	1540	Curb ramp detectable warning field (natural/non-painted); complete as specified	Square Feet	260.00	$42.00	$10,920.00
	1550	No. 4 reinforcing rods - deformed; epoxy-coated; complete as specified	Linear Feet	3,000.00	$2.10	$6,300.00
	1560	Drilled No. 4 sidewalk tie bars - deformed; epoxy-coated; complete as specified	Each	110.00	$8.40	$924.00
	1580	Cold weather covering (sidewalk) - single visquine; complete as specified	Square Feet	2,600.00	$0.01	$26.00
	1582	Cold weather covering (sidewalk) - double visquine; complete as specified	Square Feet	2,600.00	$0.01	$26.00
	1590	Up-charge for late season cold weather concrete sidewalk; complete as specified	Cubic Yards	38.00	$0.01	$0.38
	1600	Furnish and install tree; complete as specified	Each	14.00	$730.00	$10,220.00
	1650	Locate existing property monuments; complete as specified	Each	21.00	$52.50	$1,102.50
	1652	Replace existing property monuments; complete as specified	Each	21.00	$54.60	$1,146.60
	1700	Sawing existing pavement; complete as specified	Linear Feet	700.00	$2.50	$1,750.00
	1710	Sawing concrete pavement full depth; complete as specified	Linear Feet	410.00	$2.50	$1,025.00
	1900	Tack coat; complete as specified	Gallons	18.00	$10.00	$180.00

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	1911	4" asphaltic transition LT with 10" CABC and grading; complete as specified	Square Yards	200.00	$53.00	$10,600.00
	1916	4" asphaltic surface LT with 6" CABC and grading; complete as specified	Square Yards	70.00	$75.00	$5,250.00
	1917	2" asphaltic surface LT with 6" CABC and grading; complete as specified	Square Yards	50.00	$76.00	$3,800.00
	2003	Furnish and install 12" storm sewer; complete as specified	Linear Feet	325.00	$97.00	$31,525.00
	2009	Furnish and install 18" storm sewer; complete as specified	Linear Feet	660.00	$108.00	$71,280.00
	2015	Furnish and install 24" storm sewer; complete as specified	Linear Feet	875.00	$143.00	$125,125.00
	2021	Furnish and install 30" storm sewer; complete as specified	Linear Feet	20.00	$188.00	$3,760.00
	2201	Furnish and install standard storm sewer manhole (4' diameter); complete as specified	Vertical Feet	59.00	$600.00	$35,400.00
	2202	Furnish and install standard storm sewer manhole (5' diameter); complete as specified	Vertical Feet	10.40	$825.00	$8,580.00
	2203	Furnish and install standard storm sewer manhole (6' diameter); complete as specified	Vertical Feet	7.25	$1,150.00	$8,337.50
	2235	Furnish and install Type 1 inlet (with 18" sump); complete as specified	Each	1.00	$3,500.00	$3,500.00

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	2237	Furnish and install Type 3 inlet (with 18" sump); complete as specified	Each	20.00	$3,500.00	$70,000.00
	2400	Furnish and install 6" storm sewer lateral; complete as specified	Linear Feet	1,200.00	$74.00	$88,800.00
	2402	Furnish and install 8" storm sewer lateral; complete as specified	Linear Feet	50.00	$76.00	$3,800.00
	2404	Furnish and install storm sewer marker balls; complete as specified	Each	70.00	$30.00	$2,100.00
	2406	Furnish and install storm sewer clay dams; complete as specified	Each	35.00	$100.00	$3,500.00
	2408	Furnish and install storm sewer lateral inlet; complete as specified	Each	32.00	$1,250.00	$40,000.00
	2414	Storm lateral inlet adjustments; complete as specified	Each	32.00	$100.00	$3,200.00
	2508	Furnish; install; maintain; and remove Type D modified inlet protection; complete as specified	Each	45.00	$100.00	$4,500.00
	2510	Sediment removal - Type D modified inlet protection; complete as specified	Each	45.00	$10.00	$450.00
	2512	Furnish; install; maintain; and remove stone tracking pad; complete as specified	Each	3.00	$0.01	$0.03
	2516	Furnish; install; maintain; and remove stone bag; complete as specified	Each	45.00	$10.00	$450.00
	2518	Furnish; install; maintain; and remove 12" diameter sediment logs; complete as specified	Linear Feet	100.00	$10.00	$1,000.00

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Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	2524	Furnish; install; maintain; and remove dewatering tank system; complete as specified	Each	1.00	$0.01	$0.01
	2800	Abandon 8" - 12" storm sewer; complete as specified	Linear Feet	30.00	$15.00	$450.00
	2802	Abandon 15" and larger storm sewer; complete as specified	Linear Feet	30.00	$20.00	$600.00
	2804	Remove 30" and smaller storm sewer; complete as specified	Linear Feet	400.00	$25.00	$10,000.00
	2810	Abandon storm sewer manholes and inlets; complete as specified	Each	2.00	$400.00	$800.00
	2812	Remove storm sewer manholes and inlets; complete as specified	Each	12.00	$500.00	$6,000.00
	2850	Connect to existing storm sewer main; complete as specified	Each	5.00	$1,200.00	$6,000.00
	2852	Connect to existing storm sewer lateral; complete as specified	Each	4.00	$200.00	$800.00
	2856	Connect to existing storm sewer manhole; complete as specified	Each	1.00	$500.00	$500.00
	2858	Connect to existing storm sewer inlet; complete as specified	Each	1.00	$500.00	$500.00
	2914	Storm sewer utility line opening (ULO); complete as specified	Each	5.00	$600.00	$3,000.00
	2950	Excavation special (storm); complete as specified	Tons	50.00	$0.01	$0.50
	3000	Furnish and install 8" sanitary sewer (relay); complete as specified	Linear Feet	1,650.00	$125.00	$206,250.00

Contract 25-08 - Central Street Reconstruction (#9401999)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 12/03/2024 09:00 AM CST						
					Carl Bowers & Sons Const. Co., Inc.	
Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	3100	Furnish and install standard sanitary sewer manhole (4' diameter); complete as specified	Vertical Feet	58.00	$575.00	$33,350.00
	3114	Furnish and install sanitary sewer external manhole chimney seal; complete as specified	Each	8.00	$450.00	$3,600.00
	3116	Furnish and install sanitary sewer external manhole chimney seal extension; complete as specified	Each	2.00	$425.00	$850.00
	3200	Furnish and install 8" x 4" sanitary sewer factory wyes or tees; complete as specified	Each	3.00	$250.00	$750.00
	3210	Furnish and install 8" x 6" sanitary sewer factory wyes or tees; complete as specified	Each	35.00	$300.00	$10,500.00
	3230	Furnish and install 4" sanitary sewer laterals (new); complete as specified	Linear Feet	80.00	$97.00	$7,760.00
	3232	Furnish and install 6" sanitary sewer laterals (new); complete as specified	Linear Feet	30.00	$105.00	$3,150.00
	3234	Furnish and install 4"/6" sanitary sewer lateral (relay); complete as specified	Linear Feet	1,250.00	$97.00	$121,250.00
	3235	Furnish and install 4"/6" sanitary sewer riser (relay); complete as specified	Linear Feet	45.00	$100.00	$4,500.00
	3236	Furnish and install sanitary sewer lateral marker balls; complete as specified	Each	77.00	$30.00	$2,310.00

Contract 25-08 - Central Street Reconstruction (#9401999)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 12/03/2024 09:00 AM CST						
					Carl Bowers & Sons Const. Co., Inc.	
Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	3238	Furnish and install clay dams; complete as specified	Each	37.00	$100.00	$3,700.00
	3300	Furnish and install connection to existing 8" sanitary sewer mains; complete as specified	Each	5.00	$1,500.00	$7,500.00
	3330	Furnish and install sanitary sewer concrete collars; complete as specified	Each	2.00	$800.00	$1,600.00
	3600	Rock excavation; complete as specified	Cubic Yards	50.00	$0.01	$0.50
	3700	Closed circuit televising; complete as specified	Linear Feet	1,650.00	$2.00	$3,300.00
	3710	Closed circuit televising - using push camera; complete as specified	Each	4.00	$400.00	$1,600.00
	3800	Abandon sanitary sewer manholes; complete as specified	Each	1.00	$800.00	$800.00
	3802	Abandon 8" sanitary sewer; complete as specified	Linear Feet	40.00	$25.00	$1,000.00
	3852	Remove sanitary sewer manholes; complete as specified	Each	3.00	$800.00	$2,400.00
	3854	Remove sanitary sewer; complete as specified	Linear Feet	80.00	$60.00	$4,800.00
	3890	Sanitary sewer utility line opening (ULO); complete as specified	Each	2.00	$600.00	$1,200.00
	3892	Excavation special (sanitary); complete as specified	Tons	20.00	$0.01	$0.20
	4000	Furnish and install 4" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	40.00	$150.00	$6,000.00

Contract 25-08 - Central Street Reconstruction (#9401999)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 12/03/2024 09:00 AM CST						
					Carl Bowers & Sons Const. Co., Inc.	
Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	4002	Furnish and install 6" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	125.00	$127.00	$15,875.00
	4004	Furnish and install 8" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	1,880.00	$140.00	$263,200.00
	4008	Furnish and install 12" ductile iron water main (relay) with polywrap; complete as specified	Linear Feet	20.00	$190.00	$3,800.00
	4036	Furnish and install 1" water service (relay); complete as specified	Linear Feet	1,100.00	$100.00	$110,000.00
	4037	Furnish and install 1-1/4" water service (relay); complete as specified	Linear Feet	50.00	$105.00	$5,250.00
	4042	Furnish and install 1" water service (new); complete as specified	Linear Feet	50.00	$100.00	$5,000.00
	4046	Furnish and install 2" water service (new); complete as specified	Linear Feet	50.00	$115.00	$5,750.00
	4048	Furnish and install 1" corporation and stop box; complete as specified	Each	33.00	$700.00	$23,100.00
	4050	Furnish and install 1-1/4" corporation and stop box; complete as specified	Each	2.00	$1,200.00	$2,400.00
	4054	Furnish and install 2" stop box and rod only; complete as specified	Each	1.00	$1,750.00	$1,750.00
	4055	Furnish and install water service clay dams; complete as specified	Each	34.00	$100.00	$3,400.00
	4056	Furnish and install connections to existing 4" water main; complete as specified	Each	1.00	$1,800.00	$1,800.00

Contract 25-08 - Central Street Reconstruction (#9401999)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 12/03/2024 09:00 AM CST						
					Carl Bowers & Sons Const. Co., Inc.	
Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	4058	Furnish and install connections to existing 6" water main; complete as specified	Each	4.00	$2,000.00	$8,000.00
	4060	Furnish and install connections to existing 8" water main; complete as specified	Each	1.00	$2,500.00	$2,500.00
	4064	Furnish and install connections to existing 12" water main; complete as specified	Each	2.00	$3,000.00	$6,000.00
	4080	Temporary water main; complete as specified	Lump Sum	1.00	$15,000.00	$15,000.00
	4109	Furnish and install 8" x 4" water main tee; complete as specified	Each	1.00	$700.00	$700.00
	4110	Furnish and install 8" x 6" water main tee; complete as specified	Each	4.00	$750.00	$3,000.00
	4111	Furnish and install 8" x 8" water main tee; complete as specified	Each	1.00	$950.00	$950.00
	4129	Furnish and install 12" x 8" water main tee; complete as specified	Each	1.00	$1,500.00	$1,500.00
	4189	Furnish and install 8" x 8" water main cross; complete as specified	Each	1.00	$1,250.00	$1,250.00
	4236	Furnish and install 6" 45 degree water main bend; complete as specified	Each	16.00	$350.00	$5,600.00
	4237	Furnish and install 8" 45 degree water main bend; complete as specified	Each	10.00	$450.00	$4,500.00
	4262	Furnish and install 6" x 4" water main reducer; complete as specified	Each	1.00	$350.00	$350.00
	4264	Furnish and install 8" x 6" water main reducer; complete as specified	Each	4.00	$450.00	$1,800.00

Contract 25-08 - Central Street Reconstruction (#9401999)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 12/03/2024 09:00 AM CST						
					Carl Bowers & Sons Const. Co., Inc.	
Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	4350	Cut and cap existing 4" water main; complete as specified	Each	1.00	$1,800.00	$1,800.00
	4352	Cut and cap existing 6" water main; complete as specified	Each	2.00	$2,000.00	$4,000.00
	4354	Cut and cap existing 8" water main; complete as specified	Each	2.00	$2,500.00	$5,000.00
	4400	Furnish and install 4" water main gate valve; complete as specified	Each	1.00	$1,800.00	$1,800.00
	4401	Furnish and install 6" water main gate valve; complete as specified	Each	6.00	$2,100.00	$12,600.00
	4402	Furnish and install 8" water main gate valve; complete as specified	Each	12.00	$2,900.00	$34,800.00
	4404	Furnish and install 12" water main gate valve; complete as specified	Each	2.00	$5,000.00	$10,000.00
	4447	Furnish and install 12" x 8" tapping valve and sleeve; complete as specified	Each	1.00	$5,500.00	$5,500.00
	4500	Furnish and install hydrant; complete as specified	Each	4.00	$6,500.00	$26,000.00
	4800	Rock excavation; complete as specified	Cubic Yards	20.00	$0.01	$0.20
	4900	Abandon water main on Central Street; complete as specified	Lump Sum	1.00	$8,500.00	$8,500.00
	4920	Remove water main; complete as specified	Linear Feet	600.00	$45.00	$27,000.00
	4990	Excavation special (water); complete as specified	Tons	20.00	$0.01	$0.20
	5012	Furnish and install pull box (steel); 18" x 36"; complete as specified	Each	15.00	$1,207.50	$18,112.50

Contract 25-08 - Central Street Reconstruction (#9401999)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 12/03/2024 09:00 AM CST						
					Carl Bowers & Sons Const. Co., Inc.	
Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	5025	Adjust pull box; complete as specified	Each	15.00	$110.78	$1,661.70
	5130	Furnish and install 3" Schedule 40 PVC; complete as specified	Linear Feet	2,250.00	$13.65	$30,712.50
	5170	Furnish and install 3" Schedule 40 PVC bore; including bore pits; conduit; utility line openings; sawing; 6" concrete sidewalk/ driveway/ramp removal and replacement with 3" CABC and grading; tie bars; curb stop adjustments; turf restoration; and traffic control; complete as specified	Linear Feet	84.00	$59.85	$5,027.40
	5180	Connect to existing pull box; complete as specified	Each	1.00	$315.00	$315.00
	5230	Furnish and install 4 gauge red-coated wire; complete as specified	Linear Feet	3,650.00	$2.63	$9,599.50
	5231	Furnish and install 4 gauge black-coated wire; complete as specified	Linear Feet	3,650.00	$2.63	$9,599.50
	5262	Furnish and install 10 gauge green-coated wire; complete as specified	Linear Feet	2,650.00	$1.05	$2,782.50
	5270	Furnish and install 12 gauge red-coated wire; complete as specified	Linear Feet	560.00	$0.84	$470.40
	5271	Furnish and install 12 gauge black-coated wire; complete as specified	Linear Feet	560.00	$0.84	$470.40
	5272	Furnish and install 12 gauge green-coated wire; complete as specified	Linear Feet	560.00	$0.84	$470.40

Contract 25-08 - Central Street Reconstruction (#9401999)						
Owner: Oshkosh WI, City of						
Solicitor: Oshkosh WI, City of						
Bid Opening: 12/03/2024 09:00 AM CST						
					Carl Bowers & Sons Const. Co., Inc.	
Section Title	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	5380	Furnish and install fuse holder; complete as specified	Each	32.00	$52.50	$1,680.00
	5386	Furnish and install 2A fuse; complete as specified	Each	32.00	$5.78	$184.96
	5454	Install CITY-supplied 10' truss-type luminaire arm; complete as specified	Each	16.00	$262.50	$4,200.00
	5460	Install CITY-supplied cobra head luminaire; complete as specified	Each	16.00	$210.00	$3,360.00
	5494	Install CITY-supplied 20' tapered pole with transformer base; complete as specified	Each	16.00	$840.00	$13,440.00
	5504	Furnish and install Type 5 base; complete as specified	Each	16.00	$1,155.00	$18,480.00
Bid Total:						**$2,701,392.03**

TO: Honorable Mayor and Members of the Common Council

FROM: James Rabe, Director of Public Works

DATE: December 10, 2024

SUBJECT: Res 24-654 Approve Professional Services Agreement with Robert E. Lee & Associates, Inc. for 2025 Environmental Monitoring Services -- Knapp Street Quarries Landfill (License 4624), Kienast-Paulus Quarries Landfill (License 4634), and Timmerman Farm Landfill (License 4203) ($109,749)

BACKGROUND

The Department of Public Works has utilized AECOM for various environmental engineering needs at the Quarry Park Landfill located on Knapp Street since 1979, at the Timmerman Landfill since 1978, and at the Kienast-Paulus Quarries since 2015. The active venting system has been operating at Quarry Park since spring of 2010. The monitoring points show methane concentration below 2.5% by volume while the active venting system is in operation. An operational pilot study was completed between the fall of 2015 and the spring of 2016 to determine if the active venting system could be converted to a passive system. The study results indicated the system will need to continue to operate in an active setting. It is anticipated the Wisconsin Department of Natural Resources (WDNR) will require several more years of active collection of methane gas before considering a reduced operation or switching to passive collection.

In 2019, a plan modification was submitted for the Timmerman Landfill to the WDNR proposing to reduce the sampling frequency of the gas probes from quarterly to semiannually due to low methane concentrations being detected; remove volatile organic compound sampling from monitoring wells MW-6 and MW-8; and remove sampling for pH, temperature, specific conductance, and turbidity from the environmental monitoring requirements for monitoring wells MW-9 and MW-10. The plan modification was approved by the WDNR on October 8, 2019.

In 2015, the City of Oshkosh (City) initiated a landfill gas monitoring and site investigation at the Kienast-Paulus Quarries. Due to the results of the monitoring investigation, continued landfill gas monitoring, acquisition of property with residential structures on or near the former landfill footprint, and the installation of an active landfill gas collection system were recommended by AECOM. During 2018 and 2019, the City acquired the following properties: 905 West 17th Avenue, 875 - 885 West 17th Avenue, 859 West 17th Avenue, and Outlot 1 of the parcel address of 1732 Knapp Street. In 2018, AECOM was retained to design a landfill gas system and submit the design for approval to the WDNR. The design was approved by the WDNR on November 15, 2019. The landfill gas system was installed in the winter of 2019 and the spring of 2020 and started operation in May 2020.

Department of Public Works staff requested proposals from multiple environmental engineering firms to perform the monitoring work for 2025. Staff determined that we were in a good position to request proposals from multiple firms as the historical knowledge of the

landfills and systems was no longer an overriding factor in being able to perform this monitoring work.

ANALYSIS

Department of Public Works staff reviewed the qualifications of multiple firms and requested proposals from two (2) of those firms to complete this work. After reviewing the proposals for completeness, adequate completion of required tasks, and overall costs, Robert E. Lee & Associates, Inc. was selected to perform these tasks for 2025. This agreement will cover the required environmental monitoring tasks and gas extraction system operating and maintenance at all three (3) former landfills for calendar year 2025. The scope of services includes continued methane gas monitoring, reporting to the WDNR, inspecting the methane collection system, and providing equipment maintenance recommendations.

FISCAL IMPACT

This agreement is for $109,749. The cost for these gas monitoring services will be allocated to the operating budget (Account 02120470-6401/Sanitation-PS - Engineering/Survey/Appraisal).

RECOMMENDATION

Chapter 12 of the *Municipal Code of the City of Oshkosh* provides that professional services of a specialized nature, including engineering services, may be procured without the use of formal, sealed quotes. I have reviewed this agreement and in accordance with ***Section 12-16*** of the Code, I am hereby recommending that the Common Council approve the award of this professional services agreement.

Attachments

RES 24-654
Res 24-654
REL 2025 LF Mon Proposal

12/10/2024 24-654 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT E. LEE & ASSOCIATES, INC. FOR 2025 ENVIRONMENTAL MONITORING SERVICES – KNAPP STREET QUARRIES LANDFILL (LICENSE 4624), KIENAST-PAULUS QUARRIES LANDFILL (LICENSE 4634), AND TIMMERMAN FARM LANDFILL (LICENSE 4203) ($109,749)

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

BE IT FURTHER RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized to enter into and take those steps necessary to implement an appropriate professional services agreement with Robert E. Lee & Associates, Inc. for 2025 environmental monitoring services for Knapp Street Quarries Landfill, Kienast-Paulus Quarries Landfill, and Timmerman Farm Landfill in the amount of one hundred nine thousand seven hundred forty-nine dollars and no cents ($109,749.00).

Money for this purpose is hereby appropriated from:

Acct No. 02120470-6401 Sanitation-PS - Engineering/Survey/Appraisal

12/10/2024 24-654 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT E. LEE & ASSOCIATES, INC. FOR 2025 ENVIRONMENTAL MONITORING SERVICES – KNAPP STREET QUARRIES LANDFILL (LICENSE 4624), KIENAST-PAULUS QUARRIES LANDFILL (LICENSE 4634), AND TIMMERMAN FARM LANDFILL (LICENSE 4203) ($109,749)

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Money for this purpose is hereby appropriated from:

Acct No. 02120470-6401 Sanitation-PS - Engineering/Survey/Appraisal

Robert E. Lee & Associates, Inc.
Engineering | Environmental | Surveying | Ecological

1250 Centennial Centre Blvd
Hobart, WI 54155
920-662-9641
releeinc.com

RECEIVED
DEC - 3 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

December 3, 2024

Mr. James Rabe, P.E., CPESC, Director of Public Works
CITY OF OSHKOSH
215 Church Avenue
Oshkosh, WI 54903-1130

RE: 2025 Environmental Monitoring Services - Knapp Street Quarries Landfill, (License 4624) Kienast-Paulus Quarries Landfill (License 4634), and Timmerman Farm Landfill (License 4203) City of Oshkosh, Wisconsin

Dear Mr. Rabe:

Robert E. Lee & Associates, Inc. (REL) is pleased to provide this proposal to the City of Oshkosh (the City) to complete environmental consulting services during 2025 at the closed City of Oshkosh Landfills, Oshkosh, Wisconsin (the Landfills). The Landfills include the Faber Quarry and former Oshkosh Stone Company Quarry, collectively known as the Knapp Street Quarries, Wisconsin Department of Natural Resources (WDNR) License Number 4624, the Kienast-Paulus Quarries License Number 4634, and the Timmerman Farm Landfill License Number 4203. Additional details are provided as follows:

SCOPE OF WORK

The scope of work includes required environmental monitoring tasks and gas extraction system operating and maintenance (O&M) (where applicable). O&M will include inspection of the landfill gas extraction systems and providing equipment maintenance or repair recommendations to the City. Routine maintenance expenses, as specifically noted below, are included within REL's base fee of services. Sampling will be completed according to the information provided by the City, which is summarized in the table below. REL has prepared a cost to complete sampling events, as we currently understand the requirements as provided by the City. The required monitoring is understood to include monthly, quarterly, and semi-annual gas sampling and gas extraction system O&M at the Knapp Street Quarries Landfill, monthly gas sampling and gas extraction system O&M at Kienast-Paulus Quarries Landfill, and semi-annual groundwater and gas sampling at the Timmerman Farm Landfill. This cost is based on sampling gas monitoring points with an Elkins Envision Landfill Gas Meter, groundwater wells being purged and sampled with a disposable bailer, and REL, and its contractors having accessibility to all monitoring points and necessary landfill areas with an ATV. Review of current monitoring plans and operation manuals have not been able to be reviewed at the time of this proposal due to accessibility. The cost presented may change as a result of WDNR meetings/discussions and/or additional information provided by the City or the WDNR.

Knapp Street Quarries Landfill (License Number 4624)

Device Type	Sampling Point(s)	Parameter(s)	Frequency
Gas Monitoring Wells	OW-3 GW-12 GW-20 GW-20A GW-22 GW-23 GW-23A GW-24 GW-24A GW-25 GW-25A	Percent Oxygen Percent Methane (LEL and Volume) Percent Carbon Dioxide Percent Balance Gas Groundwater Level Vacuum	Monthly
Gas Monitoring Wells	GW-2 GW-9 GW-10 GW-11 GW-14 GW-17 GW-19	Percent Oxygen Percent Methane (LEL and Volume) Percent Carbon Dioxide Percent Balance Gas Groundwater Level	Quarterly (January, April, July, and October)
Gas Extraction Wells	WH-1 through WH-15 and VV-1 through VV-9	Percent Oxygen Percent Methane (LEL and Volume) Percent Carbon Dioxide Percent Balance Gas Vacuum	Semi-annually (April and October)
Header Pipe at the Blower Station	Blower (Inflow)	Vacuum before blower	Monthly
Vent Pipe	Blower (Discharge)	Percent Oxygen Percent Methane (LEL and Volume) Percent Carbon Dioxide Percent Balance Gas Pressure after blower Velocity/flow	Monthly
Condensate Sampling Point	Condensate Sampling Point	Field pH TBD[4]	Annually

Notes:

1. The following information will be recorded during each sampling event: ambient air temperature, barometric pressure, trends in barometric pressure, ground surface conditions, type of meter used, and latest meter calibration date.
2. Monitoring has since been discontinued in the following gas monitoring wells: GW-1, GW-3, GW-4, GW-5, GW-6, GW-7, GW-8, GW-15, and GW-16, and the following observation wells, OW-1 and OW-2, which were abandoned.
3. WH-7 and VV-2 do not exist.
4. Once requirements are provided, REL will submit an additional proposal for the Condensate Sample Point monitoring.

Kienast-Paulus Quarries Landfill (License Number 4634)

Device Type	Sampling Point(s)	Parameter(s)	Frequency
Gas Monitoring Wells	GW-1 GW-1B GW-2 GW-3 GW-4 GW-5 GW-6 GW-7 GW-8 GW-8B SB-1 SB-2 North Central South	Percent Oxygen Percent Methane (LEL and Volume) Percent Carbon Dioxide Percent Balance Gas Groundwater Level Vacuum	Monthly
Gas Extraction Wells	KGW-1 KGW-2 KGW-3 KGW-4 PGW-1 PGW-2 PGW-3	Percent Oxygen Percent Methane (LEL and Volume) Percent Carbon Dioxide Percent Balance Gas Pressure/Vacuum Velocity/flow	Monthly
Header Pipe at the Blower Station	Blower Intake Exhaust Stack	Percent Oxygen Percent Methane (LEL and Volume) Percent Carbon Dioxide Percent Balance Gas Pressure/Vacuum Velocity/flow	Monthly
Vent Pipes	PV-1 PV-2 PV-3 PV-4 PV-5	Percent Oxygen Percent Methane (LEL and Volume) Percent Carbon Dioxide Percent Balance Gas	Monthly (when in passive venting mode)

Notes:

1. The following information will be recorded during each sampling event: ambient air temperature, barometric pressure, trends in barometric pressure, ground surface conditions, type of meter used, and latest meter calibration date.

Timmerman Farm Landfill (License Number 4203)

Device Type	Sampling Point(s)	Parameter(s)	Frequency
Groundwater Monitoring Wells	MW-1 MW-6 MW-7 MW-8 SQDMW-1 PZ-1 PZ-4 PZ-5 PZ-7 PZ-7D PZ-8 PZ-11	Alkalinity Chloride Hardness Groundwater Elevation Field pH Field Specific Conductivity Field Temperature	Semi-Annually (April and October)
Groundwater Monitoring Wells	MW-1 MW-7 SQDMW-1 PZ-1 PZ-4 PZ-5 PZ-7 PZ-7D PZ-8 PZ-11	Volatile Organic Compounds (VOCs)	Annually (April)
Groundwater Monitoring Wells	MW-11	Groundwater Elevation	Semi-Annually (April and October)
Gas Monitoring Wells	GP-1 GP-2 GP-3 GP-4 GP-5 GP-6	Percent Oxygen Percent Methane (LEL and Volume) Percent Carbon Dioxide Percent Balance Gas Pressure/Vacuum Velocity/flow	Semi-Annually (April and October)

Notes:

1. The following information will be recorded during each sampling event: ambient air temperature, barometric pressure, trends in barometric pressure, ground surface conditions, type of meter used, and latest meter calibration date.

Landfill gas sampling, groundwater sampling, and gas extraction system O&M will be completed in accordance with the schedule above through December 2025. The monitoring data from each site will be summarized and electronically submitted to the City and WDNR GEMS database on a semiannual basis to meet the WDNR requirements. Attached are example project checklists REL utilizes at other comparable sites, but site specific sheets will be created for the Oshkosh landfills as part of this scope of work. On an annual basis, a report will be submitted to the WDNR for each site discussing the status of the Landfills,

monitoring trends, exceedances, and significant repairs or upgrades to the Landfills. REL will immediately notify the City of any methane detected in gas monitoring wells that indicate an exceedance of 25% of the LEL or other concerns with the Landfills.

A cost breakdown is presented as follows:

Task 1: Knapp Street Quarries Monitoring and O&M, (License Number 4624)	**Cost**
This task includes monthly, quarterly, and semi-annual gas sampling, gas extraction system operating and maintenance, semi-annual reporting of data to the WDNR, and preparation and submittal of an annual report for the Knapp Street Quarries, as summarized in the table above. Any non-standard items or unanticipated exceedance may result in additional sampling and/or data review to address WDNR comments or regulatory requirements, which will lead to additional costs. In the event this occurs, REL will provide a cost estimate for the additional services. Additionally, if any repair needs are discovered during the O&M of the site, REL will provide a cost estimate for the additional services. This includes labor and expenses to complete the scope above.	**$40,165**
Task 2: Kienast-Paulus Quarries Monitoring and O&M, (License Number 4634)	
This task includes monthly gas sampling, gas extraction system O&M, semi-annual reporting of data to the WDNR, and preparation and submittal of an annual report for the Kienast-Paulus Quarries, as summarized in the table above. Any non-standard items or unanticipated exceedance may result in additional sampling and/or data review to address WDNR comments or regulatory requirements, which will lead to additional costs. In the event this occurs, REL will provide a cost estimate for the additional services. Additionally, if any repair needs are discovered during the O&M of the site, REL will provide a cost estimate for the additional services. This includes labor and expenses to complete the scope above.	**$42,535**
Task 3: Timmerman Farm Landfill, (License Number 4203)	
This task includes semi-annual groundwater sampling, semi-annual gas sampling, semi-annual reporting of data to the WDNR, and preparation and submittal of an annual report for the Timmerman Farm Landfill, as summarized in the table above. Any non-standard items or unanticipated exceedance may result in additional sampling and/or data review to address WDNR comments or regulatory requirements, which will lead to additional costs. In the event this occurs, REL will provide a cost estimate for the additional services. Additionally, if any repair needs are discovered during the O&M of the site, REL will provide a cost estimate for the additional services. This includes labor, sub-contracted laboratory costs, and expenses to complete the scope above.	**$17,049**

Task 4: General Engineering Requests	
This task could include site engineering related to landfill gas extraction system repair needs, leachate collection and handling assistance and evaluation, assessing site drainage issues, completion and documentation of any cap or monitoring point repairs needed, drawing preparation, plan modifications, site meetings with the City or WDNR as needed, Notice of Non-Compliance corrective action assistance, and other general engineering services outside the scope above, if requested by the City. The following General Maintenance items are included withing our O&M costs noted in tasks 1-3 above. 1. Well valve and sample port repair or replacement if repair is not possible 2. Replacement of well casing covers repair or replacement if repair is not possible 3. Stabilizing wells and protector covers 4. Label repair and painting of well protective casing as needed. 5. Backfilling vermin holes adjacent to gas wells 6. Monitoring blower motors and assisting in diagnosis of issues 7. General housekeeping inside the enclosure fences such as clearing leaves, weeds, bees, etc.	This task is to be billed time-and-expense per REL's standard 2025 rates, which will be released late December. A budget of $10,000 is allocated for non-general maintenance items, to be completed as appropriate with prior approval by City Staff.

Total for 2025: $109,749

PROJECT FEES

Robert E. Lee & Associates, Inc. (REL) proposes to perform the 2025 required environmental monitoring and reporting services and gas extraction system O&M at Knapp Street Quarries Landfill, (License Number 4624), the Kienast-Paulus Quarries Landfill (License Number 4634), and the Timmerman Farm Landfill (License Number 4203), Tasks 1-3, for a total cost of $99,749 with a total project value of $109,749 including the budgeted amount in Task 4 of $10,000. Though costs have been presented by individual land fill sites, final billing values per each site may differ from what is noted. Please contact us with any questions, phone (920) 662-9641.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Cody Applekamp, P.G.
Project Geologist

Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

CMA/JGS/NJM

ENC.

EXAMPLE LANDFILL GAS SHEET/INSPECTION

GROUNDWATER IS SAMPLED MARCH AND SEPTEMBER
GAS IS SAMPLED MONTHLY

REL JOB# 646-001

Meter Used:	YSI ProDSS
Last Calibration:	
Calibration Notes:	

LANDFILL GAS MONITORING DATE SAMPLED: WEATHER:

The highlighted columns with GEMS parameter numbers on top need to be entered into the EDD and submitted to GEMS

SAMPLE POINT	85547 METHANE (CH4 %Volume)	85550 OXYGEN (O2 %Volume)	00025 BAROMETRIC PRESSURE (mm of Hg)	Monitoring Point Condition/ Inspection Notes. Describe Below or in Field Book	00021 AMBIENT AIR TEMP (°F)	99098 FLOW RATE	46385 HEADER/ STATIC PRESSURE	46388 GAS TEMP (°F)	SURFACE ELEVATION (GRADE)	WELL ELEVATION (from bolt head)	TOP OF SCREEN	DEPTH TO BOTTOM	% OPEN INTERVAL, GAS WELL SCREEN	SCREEN LENGTH	DEPTH TO LIQUID
Gas Probes, Leachate, and Gas Blower Building Sampling Points															
GW-1									677.146	680.548	11.93	25.93	-85.214	14	
GW-2									682.521	685.802	15.82	30.82	-105.47	15	
GW-3									684.257	687.577	16.00	30.00	-114.29	14	
GW-4									684.137	687.577	16.87	29.87	-129.77	13	
GW-5									680.947	685.408	15.76	29.76	-112.57	14	
GW-6									682.347	686.287	18.99	32.99	-135.64	14	
GW-7									676.713	680.371	18.65	32.65	-133.21	14	
GW-8									677.427	680.05	16.12	30.12	-115.14	14	
GW-9									675.413	678.782	16.37	30.37	-116.93	14	
GW-10									676.878	679.579	14.75	28.75	-105.36	14	
GW-11									676.933	680.08	13.92	27.92	-99.429	14	
GW-12									684.555	688.26	13.89	35.89	-63.136	22	
GW-13									685.564	688.695	13.99	33.99	-69.95	20	
GW-14									686.644	689.761	17.48	40.48	-76	23	
Flare (755)															
GP-1 (710)															
GP-2R (742)															
GP-3 (730)															
GP-4 (744)															

*The gas probes are only sampled quarterly (March, June, September, December)
*Depth to liquid measurements are only taken quarterly (March, June, September, December)

LANDFILL INSPECTION FORM

Complete Annually starting March 2021.

Robert E. Lee & Associates, Inc.
Engineering | Surveying | Environmental | Ecological
1250 Centennial Centre Blvd.| Hobart, WI
releeinc.com | 920-662-9641

Site Name: _____ Date of Inspection:_____

1. Overall Site Conditions

Access and/or Perimeter Road	___Acceptable	___Other (Detail below)
Trails	___Acceptable	___Other (Detail below)
Closed Landfill Sign	___Acceptable	___Other (Detail below)

Condition and Action Taken:

2. Monitoring Wells

Working Locks	___Yes	___No (Detail below)
Labels	___Yes	___No (Detail below)
Pro-Top and Casing Cap	___Acceptable	___Other (Detail below)
Protective Top Tightness	___Acceptable	___Loose (Detail below)
Ponding Around Well	___No	___Yes (Detail below)
Distressed or Stained Vegetation	___No	___Yes (Detail below)
Surface Seals (gaps or cracks)	___Acceptable	___Other (Detail below)
Ability to use bailer/pump	___Acceptable	___Obstructions or bending well
		___Other (Detail below)
Vegetation to be Removed	___No	___Yes (Detail below)
Excess Sediment in Wells	___No	___Yes (Detail below)

Comments and Action Taken:

3. Gas System and Leachate (if applicable):

Repairs needed:	___No	___Yes (Detail below)
Distressed or Excess Vegetation	___No	___Yes (Detail below)

Comments and Action Taken:

4. Site Cover/Cap Inspection:

Erosion	___No	___Yes (Detail below)
Distressed or Excess Vegetation	___No	___Yes (Detail below)
Burrowing Activity	___No	___Yes (Detail below)
Debris	___No	___Yes (Detail below)

Condition and Action Taken:

Other Site/Monitoring Network Condition/Comments:

Action Taken to notify client if there are issues (date and contact information):

Inspection performed by:_____

Signature _____

TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-655 Authorize the Director of Community Development to Sign Documentation Required for Environmental Reviews Associated with Projects Funded by Community Development Block Grant Funds

BACKGROUND

The City of Oshkosh is required by HUD and the EPA to fulfill environmental review obligations under projects funded by Community Development Block Grant (CDBG) funds. As part of compliance requirements outlined in 24 CFR Part 58, the City must designate a Certifying Officer to ensure adherence to the National Environmental Policy Act and other federal regulations.

ANALYSIS

The designation of the Oshkosh Community Development Director as the Certifying Officer centralizes authority, enabling efficiencies in the certification for environmental compliance with federally-mandated protocols. This role spans numerous project classifications, including those exempt by definition under 24 CFR § 58.34, those excluded from comprehensive Part 58 review, and those requiring limited review due to the absence of compliance consultations. Importantly, this designation is applied retroactively to CDBG projects certified before January 25, 2019, which legitimizes earlier actions taken in environmental assessments. This approach not only streamlines current and future project processes but also safeguards the City by ensuring regulatory compliance is met comprehensively and uniformly across applicable projects.

RECOMMENDATION

The City Council authorizes the Director of Community Development to sign documentation required for environmental reviews associated with projects funded by Community Development Block Grant Funds.

Attachments

RES 24-655

12/10/2024 24-655 RESOLUTION

CARRIED 7-0

PURPOSE: AUTHORIZE THE DIRECTOR OF COMMUNITY DEVELOPMENT TO SIGN DOCUMENTATION REQUIRED FOR ENVIRONMENTAL REVIEWS ASSOCIATED WITH PROJECTS FUNDED BY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

INITIATED BY: COMMUNITY DEVELOPMENT

WHEREAS, the United States Department of Housing and Urban Development and the United States Environmental Protection Agency impose upon the City of Oshkosh an obligation to comply with certain signatory and reporting requirements for environmental reviews associated with projects funded by Community Development Block Grant Funds; and

WHEREAS, in order to fulfill its obligations under 24 CFR Part 58, the City as a "Responsible Entity" must designate a "Certifying Officer" to certify compliance with the National Environmental Policy Act and other relevant federal laws; and

WHEREAS, in order to administer federal Community Development Block Grant Funds, the City must certify to HUD that the Mayor, or their designee in their official capacity, consents to accept the jurisdiction of the federal courts if an action is brought to enforce responsibilities in relation to environmental reviews, decision-making, and action and that these responsibilities have been satisfied; and

WHEREAS, the legal effect of the certification is that upon its approval, the City of Oshkosh may use the Community Development Block Grant funds, and HUD will have satisfied its responsibilities under the National Environmental Policy Act of 1969 and other environmental responsibilities listed in 24 CFR Parts 50 and 58; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that for any potential CDBG-funded project where the project is: 1) exempt by definition pursuant to 24 CFR § 58.34, 2) categorically excluded and not subject to 24 CFR Part 58, or 3) categorically excluded and subject to review with 24 CFR § 58.5 but no compliance/consultation with regulatory authorities is required, the City designates the Oshkosh Community Development Director as the Certifying Officer. As the Certifying Officer, Oshkosh Community Development Director may do all acts necessary to approve the submission of the environmental review documents to the federal government and certify compliance in accordance with this resolution; and

BE IT FURTHER RESOLVED that for any potential CDBG-funded project where either: 1) the project is categorically excluded and subject to review with 24 CFR § 58.5 and compliance/consultation is required or 2) the project requires an environmental assessment and/or environmental impact statement, the City designates Oshkosh Community Development Director as the Certifying Officer. As the Certifying Officer, the Oshkosh Community Development Director may do all acts necessary to approve the submission of the environmental review documents to the federal government and certify compliance in accordance with this resolution; and

BE IT FURTHER RESOLVED that for any project where an environmental review was submitted to the federal government prior to January 25, 2019, and where any potentially CDBG funded project was: 1) exempt by definition pursuant to 24 CFR § 58.34, 2) categorically excluded and not subject to 24 CFR § 58.5, or 3) categorically excluded and subject to review with 24 CFR § 58.5 but no compliance/consultation with regulatory authorities was required, the City ratifies all actions, signatory approvals, and certifications by employees of the City that were necessary to complete those environmental reviews submitted to the federal government. The City designates any such employee as a Certifying Officer for the City of Oshkosh

for the projects acted upon and certified by the employee prior to January 25, 2019.

TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-656 Accept Sidewalk Easement at the Northeasterly Corner of South Main Street and East 7th Avenue (600 South Main Street) (Plan Commission Recommends Approval)

BACKGROUND

The subject property is a 11,591 square foot (0.26 acre) lot located at the northeast corner of South Main Street and East 7th Avenue developed with a multi-tenant commercial building. The easement will be a 28.14 square foot rectangular area located at the southwest corner of the subject property, running ten feet along South Main Street and five feet along East 7th Avenue rights-of-way.

ANALYSIS

The City is requesting the easement to allow for a slight expansion of the public sidewalk to install an ADA compliant public concrete sidewalk. The easement will allow the City to construct the ADA-compliant sidewalk ramp and provide continued access for future maintenance and replacements/upgrades as needed.

RECOMMENDATION

The Plan Commission recommended approval of the requested easement on December 3, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-656
Accept Sidewalk Easement - 600 S Main St

12/10/2024	24-656	RESOLUTION
CARRIED	7-0	

PURPOSE: ACCEPT SIDEWALK EASEMENT AT THE NORTHEASTERLY CORNER OF SOUTH MAIN STREET AND EAST 7TH AVENUE (600 SOUTH MAIN STREET)

INITIATED BY: CITY ADMINISTRATION

PLAN COMMISSION RECOMMENDATION: Approved

BE IT RESOLVED by the Common Council of the City of Oshkosh that the City hereby accepts acceptance of an easement for sidewalk construction at the northwesterly corner of South Main Street and 7th Avenue (600 South Main Street), per the attached, and the proper City officials are authorized and directed to execute any and all documents necessary for purpose of same.

ITEM: **ACCEPT SIDEWALK EASEMENT AT THE NORTHEASTERLY CORNER OF SOUTH MAIN STREET AND EAST 7TH AVENUE (600 SOUTH MAIN STREET)**

Plan Commission meeting of December 3, 2024.

GENERAL INFORMATION

Applicant: City Administration
Owner: Brooklyn Association of Condominium Owners Inc.

Actions Requested: The City of Oshkosh is requesting acceptance of an easement for sidewalk construction at the northwesterly corner of South Main Street and East 7th Avenue.

Applicable Ordinance Provisions: N/A

Property Location and Background Information:

The subject property is a 11,591 square foot (0.26 acre) lot located at the northeast corner of South Main Street and East 7th Avenue developed with a multi-tenant commercial building. The easement will be a 28.14 square foot rectangular area located at the southwest corner of the subject property, running ten feet along South Main Street and five feet along East 7th Avenue rights-of-way.

ANALYSIS

The City is requesting the easement to allow for a slight expansion of the public sidewalk to install an ADA compliant public concrete sidewalk. The easement will allow the City to construct the ADA-compliant sidewalk ramp and provide continued access for future maintenance and replacements/upgrades as needed.



The City Attorney's office has drafted the necessary easement documents. The Department of Public Works does not have concerns with the proposal and will work with the property owner to have the appropriate easement documents signed and recorded at the Winnebago County Register of Deeds.

RECOMMENDATION/CONDITIONS

Staff recommends approval to accept the proposed sidewalk easement at 600 South Main Street as requested.

Plan Commission recommended approval of the proposed sidewalk easement on December 3, 2024. The following is Plan Commission's discussion on the item.

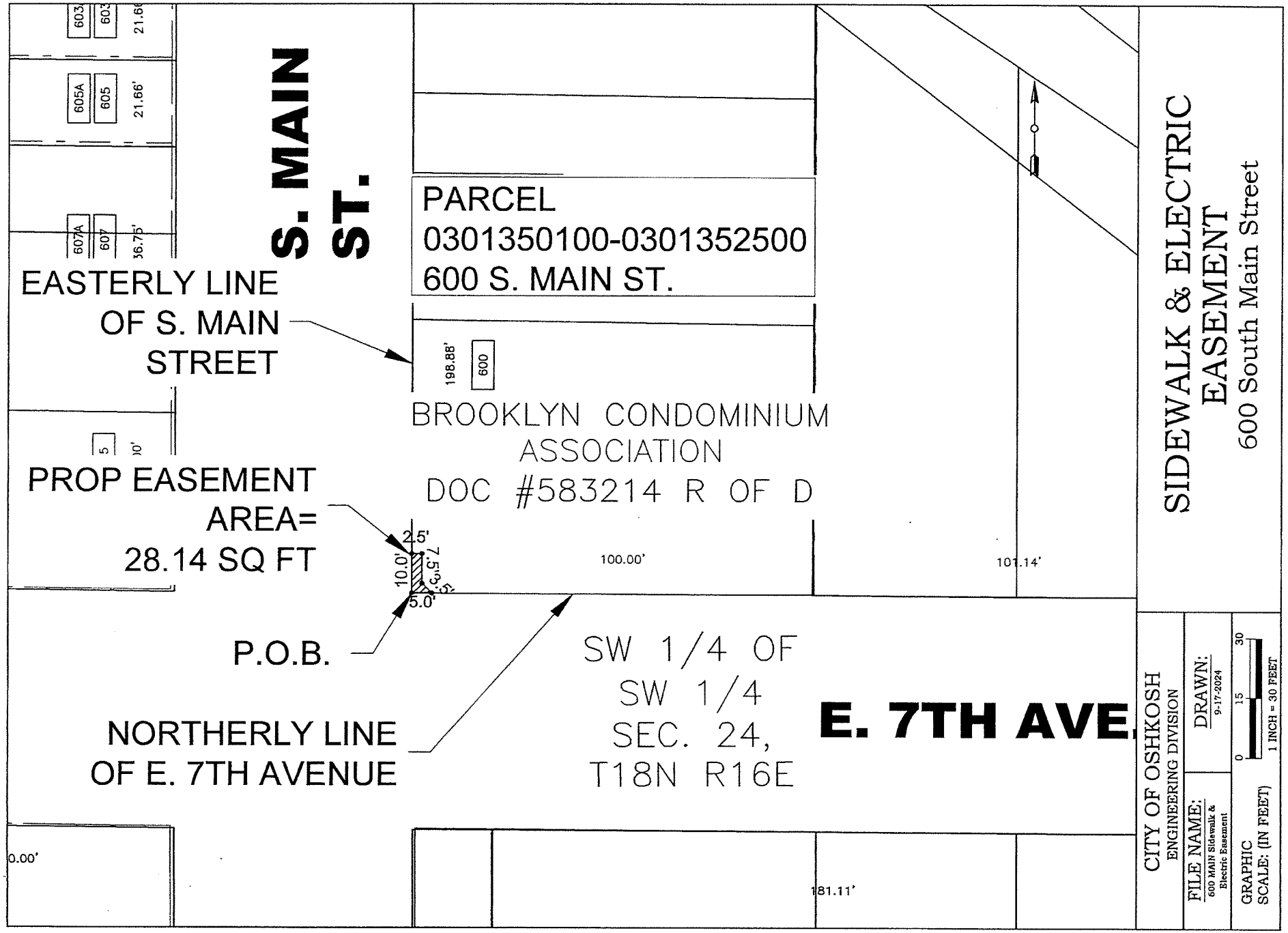
Motion by Propp to adopt the findings and recommendation as stated in the staff reports.

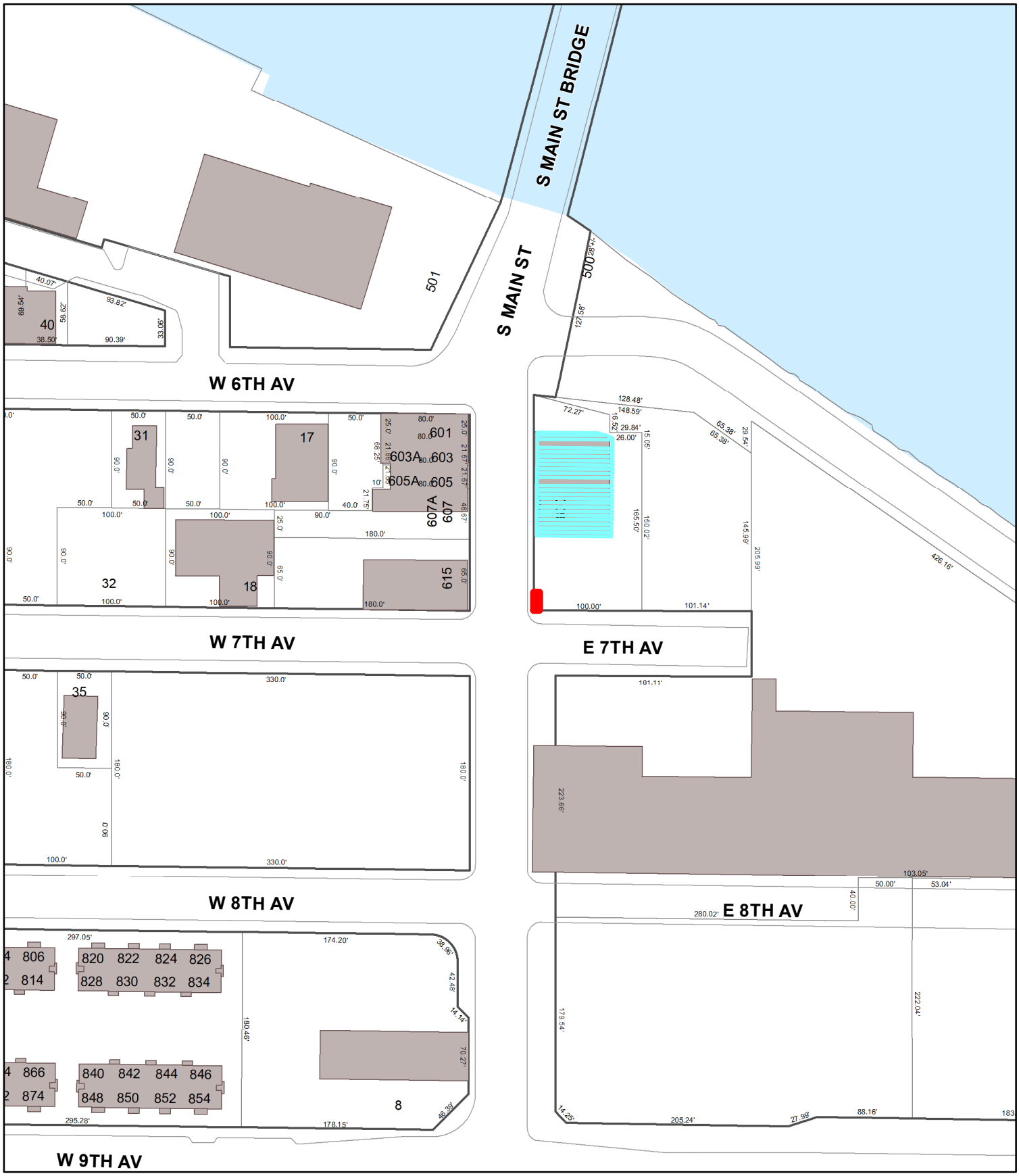
Seconded by Davey.

Mr. Perry asked if there was any discussion on the motion.

Motion carried 7-0.

Dedering, Jake 9/24/2024 I:\Engineering\2021 – 2030 Contracts\2024 CONTRACTS\24–12 E 7th Ave & Grand St\Design\AutoCAD Drawings\E 7th Easements.dwg





BASE MAP

N

1 in = 0.02 mi

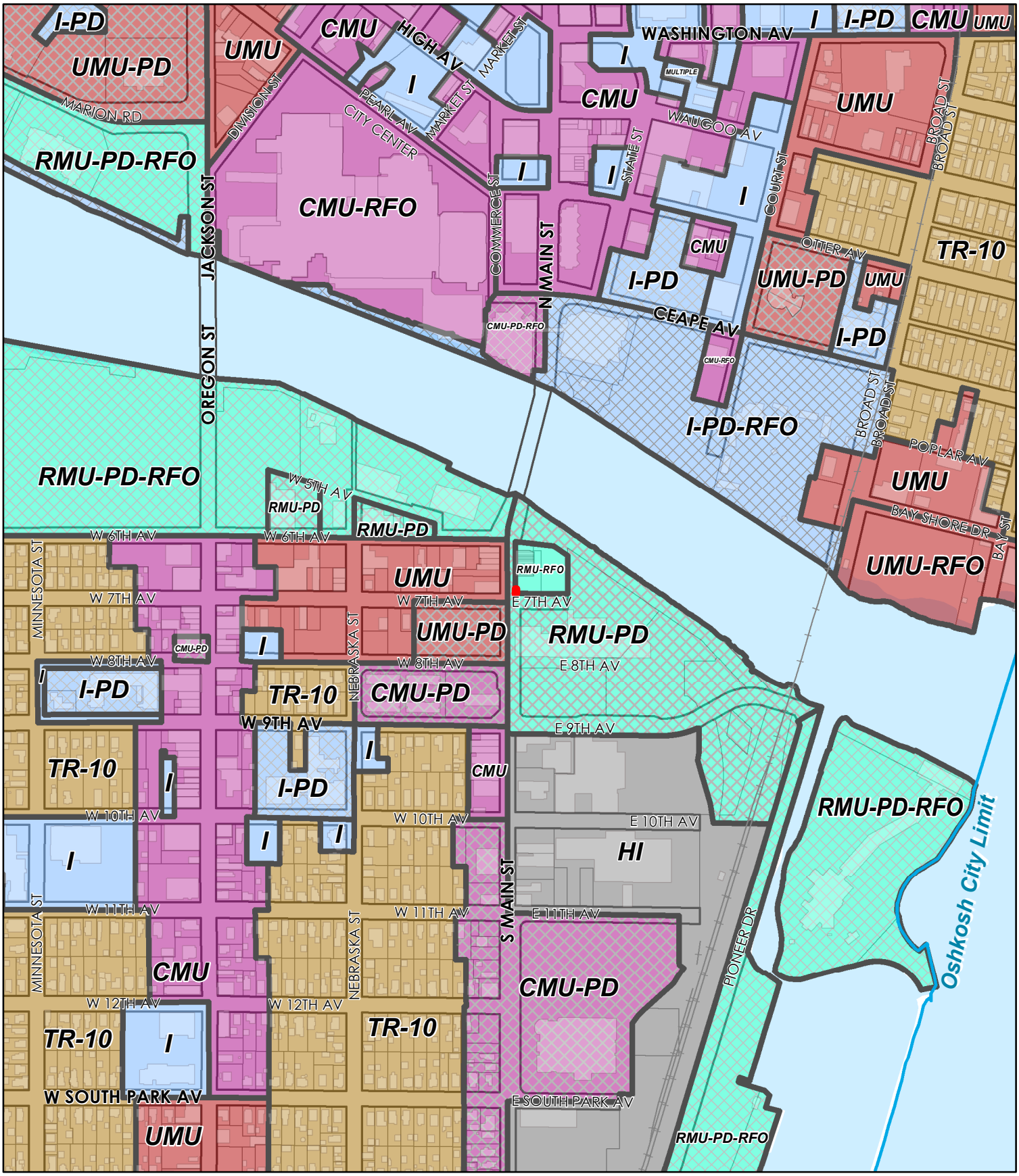
1 in = 120 ft

Printing Date: 11/15/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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ZONING MAP

N

1 in = 0.09 mi

1 in = 500 ft

Printing Date: 11/15/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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AERIAL MAP

N

1 in = 0.02 mi

1 in = 100 ft

Printing Date: 11/15/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-657 Accept Access Easement at 420 Division Street Adjacent to the 400 Block West Parking Lot Located Over Part of the Southeasterly Portion of Vacated Ivy Place West of Division Street from Stapel Properties LLC (Plan Commission Recommends Approval)

BACKGROUND

The subject area is the south ½ of Vacated Ivy Place located south and west of the City's 400 Block West Parking Lot. In late 2023 the parking lot was resurfaced and the City deemed necessary to rectify a number of outstanding property-related issues.

The 400 Block West Parking Lot was constructed to its current configuration in 1996 after vacation of a railroad corridor that ran north-south through the property. The parking lot provides public parking for businesses and visitors to the downtown. The surrounding area is part of Oshkosh's Central City containing numerous services, retail, food, institutional and residential establishments.

ANALYSIS

Prior to the vacation of Ivy Place, the public right-of-way was part of and provided access to the parking lot. With the vacation, the southerly half of the vacation, per state statute, attached to 420 Division Street, thus becoming private property. The easement will allow continued legal ingress/egress through the property, providing access to and from the parking lot. A similar easement will be granted to Staple Properties LLC at 420 Division Street to provide vehicular access to the north side of their property.

RECOMMENDATION

The Plan Commission recommended approval of the requested easement on December 3, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-657
Accept Access Easement - 420 Division St - From Stapel Properties LLC

12/10/2024	24-657	RESOLUTION
CARRIED	7-0	

PURPOSE: ACCEPT ACCESS EASEMENT AT 420 DIVISION STREET ADJACENT TO THE 400 BLOCK WEST PARKING LOT LOCATED OVER PART OF THE SOUTHERLY PORTION OF VACATED IVY PLACE WEST OF DIVISION STREET FROM STAPEL PROPERTIES LLC

INITIATED BY: CITY ADMINISTRATION

PLAN COMMISSION RECOMMENDATION: Approved

BE IT RESOLVED by the Common Council of the City of Oshkosh that the City hereby accepts acceptance of an access easement from Stapel Properties LLC at 420 Division Street adjacent to the 400 block west parking lot located over part of the southerly portion of vacation Ivy Place west of Division Street, per the attached, and the proper City officials are authorized and directed to execute any and all documents necessary for purpose of same.

ITEM: **ACCEPT ACCESS EASEMENT AT 420 DIVISION STREET ADJACENT TO THE 400 BLOCK WEST PARKING LOT LOCATED OVER PART OF THE SOUTHERLY PORTION OF VACATED IVY PLACE WEST OF DIVISION STREET FROM STAPEL PROPERTIES LLC**

Plan Commission meeting of December 3, 2024.

GENERAL INFORMATION

Applicant: City Administration
Owner: Stapel Properties LLC

Actions Requested:

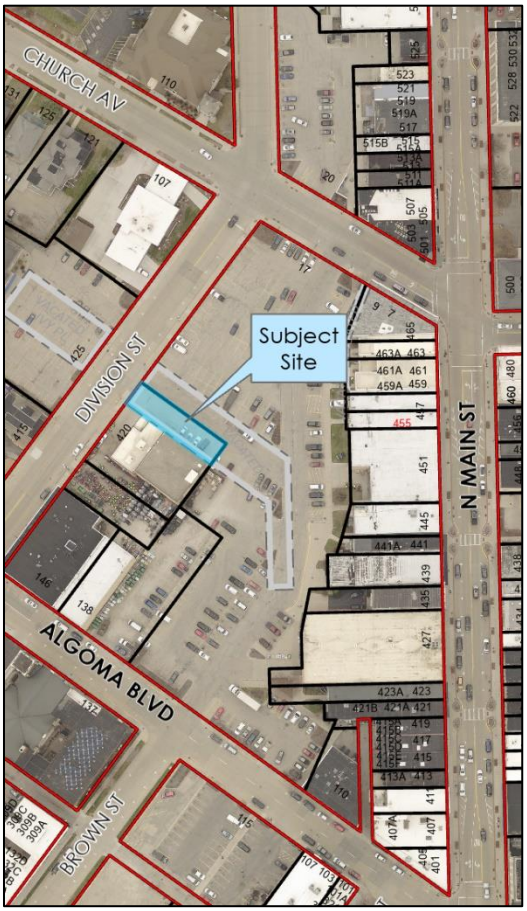
The City of Oshkosh is requesting the acceptance of an access easement from Stapel Properties LLC at 420 Division Street.

Applicable Ordinance Provisions: N/A

Property Location and Background Information:

The subject area is the south ½ of Vacated Ivy Place located south and west of the City's 400 Block West Parking Lot. In late 2023 the parking lot was resurfaced and the City deemed necessary to rectify a number of outstanding property-related issues. This includes:

1. The vacations of Ivy Place and an alley which were no longer needed and to eliminate a number of nonconforming situations. The vacations were approved by Council on March 12, 2024 (Res 24-103).
2. Access easements between the City and Stapel Properties LLC located at 420 Division Street. This involves a portion of the recently vacated Ivy Place.
3. The proposed acquisition of part of 138 Algoma Boulevard: Part of the City's parking lot encroaches onto the property which is owned by Stapel Properties LLC. This was formerly handled by a renewing lease agreement drafted in the 1990's.
4. The acquisition of part of 110 Algoma Boulevard: Conflicting legal descriptions dating back to the late 1800s has put the location of a common lot line into question.



400 Block West Parking Lot – Proposed Easement

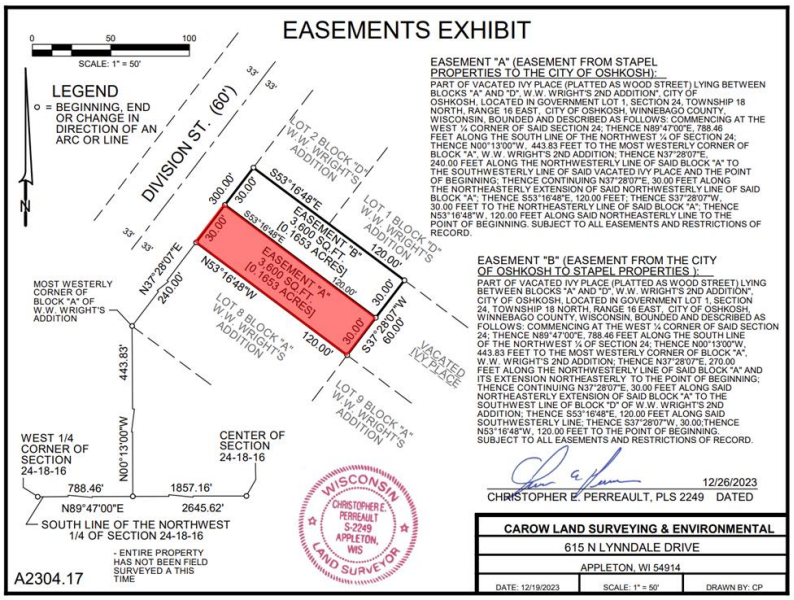
5. A land disposition from the parking lot property to 110 Algoma Boulevard. This is related to item number 4 above.
6. A number of access easements are proposed to be granted to the City for the rear accesses to buildings along the 400 Block of North Main Street.

The 400 Block West Parking Lot was constructed to its current configuration in 1996 after vacation of a railroad corridor that ran north-south through the property. The parking lot provides public parking for businesses and visitors to the downtown. The surrounding area is part of Oshkosh's Central City containing numerous service, retail, food, institutional and residential establishments.

ANALYSIS

Prior to the vacation of Ivy Place, the public right-of-way was part of and provided access to the parking lot. With the vacation, the southerly half of the vacation, per state statute, attached to 420 Division Street, thus becoming private property. The easement will allow continued legal ingress/egress through the property, providing access to and from the parking lot. A similar easement will be granted to Staple Properties LLC at 420 Division Street to provide vehicular access to the north side of their property.

The proposed easement is located along the northeasterly portion of the 420 Division Street property. The easement is sized to be 30 feet wide by 120 feet long and 3,600 square feet in area. The easement is subject to conditions and restrictions listed in the easement agreement.



James Stapel, owner of 420 Division Street, has been contacted and is agreeable to the proposed easements. The City Attorney's Office has prepared a draft of the easement documents. The signed easement agreement will be recorded at the Winnebago County Register of Deeds upon approval by the Common Council.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the acceptance of an access easement from Stapel Properties LLC located at 420 Division Street as proposed.

Plan Commission recommended approval of the acceptance of an access easement on December 3, 2024. The following is Plan Commission's discussion on the item.

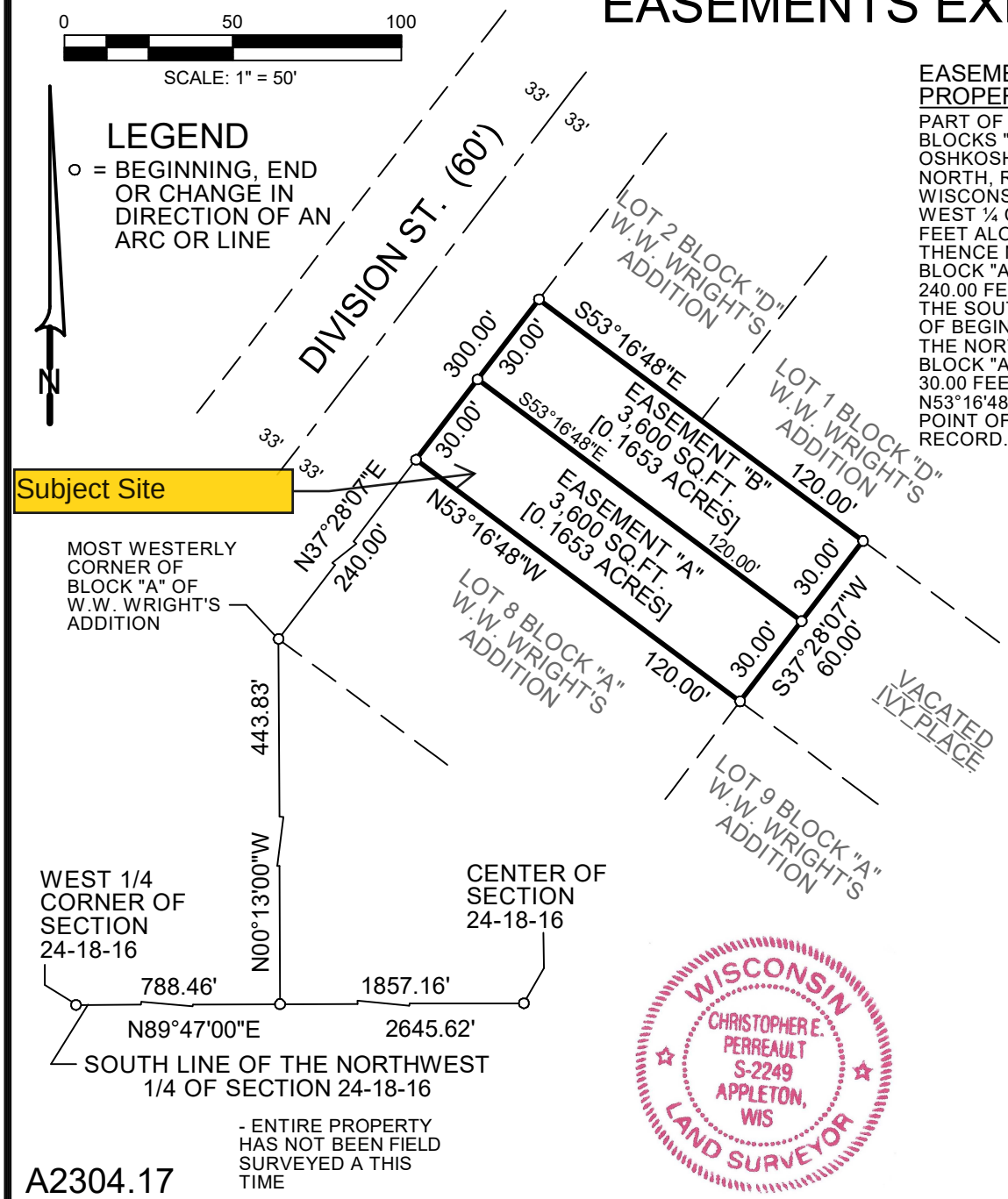
Motion by Propp to adopt the findings and recommendation as stated in the staff reports.

Seconded by Davey.

Mr. Perry asked if there was any discussion on the motion.

Motion carried 7-0.

EASEMENTS EXHIBIT



- ENTIRE PROPERTY HAS NOT BEEN FIELD SURVEYED A THIS TIME

A2304.17

EASEMENT "A" (EASEMENT FROM STAPEL PROPERTIES TO THE CITY OF OSHKOSH):

PART OF VACATED IVY PLACE (PLATTED AS WOOD STREET) LYING BETWEEN BLOCKS "A" AND "D", W.W. WRIGHT'S 2ND ADDITION", CITY OF OSHKOSH, LOCATED IN GOVERNMENT LOT 1, SECTION 24, TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ¼ CORNER OF SAID SECTION 24; THENCE N89°47'00"E, 788.46 FEET ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 24; THENCE N00°13'00"W, 443.83 FEET TO THE MOST WESTERLY CORNER OF BLOCK "A", W.W. WRIGHT'S 2ND ADDITION; THENCE N37°28'07"E, 240.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID BLOCK "A" TO THE SOUTHWESTERLY LINE OF SAID VACATED IVY PLACE AND THE POINT OF BEGINNING; THENCE CONTINUING N37°28'07"E, 30.00 FEET ALONG THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE OF SAID BLOCK "A"; THENCE S53°16'48"E, 120.00 FEET; THENCE S37°28'07"W, 30.00 FEET TO THE NORTHEASTERLY LINE OF SAID BLOCK "A"; THENCE N53°16'48"W, 120.00 FEET ALONG SAID NORTHEASTERLY LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

EASEMENT "B" (EASEMENT FROM THE CITY OF OSHKOSH TO STAPEL PROPERTIES):

PART OF VACATED IVY PLACE (PLATTED AS WOOD STREET) LYING BETWEEN BLOCKS "A" AND "D", W.W. WRIGHT'S 2ND ADDITION", CITY OF OSHKOSH, LOCATED IN GOVERNMENT LOT 1, SECTION 24, TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ¼ CORNER OF SAID SECTION 24; THENCE N89°47'00"E, 788.46 FEET ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 24; THENCE N00°13'00"W, 443.83 FEET TO THE MOST WESTERLY CORNER OF BLOCK "A", W.W. WRIGHT'S 2ND ADDITION; THENCE N37°28'07"E, 270.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID BLOCK "A" AND ITS EXTENSION NORTHEASTERLY TO THE POINT OF BEGINNING; THENCE CONTINUING N37°28'07"E, 30.00 FEET ALONG SAID NORTHEASTERLY EXTENSION OF SAID BLOCK "A" TO THE SOUTHWEST LINE OF BLOCK "D" OF W.W. WRIGHT'S 2ND ADDITION; THENCE S53°16'48"E, 120.00 FEET ALONG SAID SOUTHWESTERLY LINE; THENCE S37°28'07"W, 30.00;THENCE N53°16'48"W, 120.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

WISCONSIN CHRISTOPHER E. PERREAULT S-2249 APPLETON, WIS LAND SURVEYOR

12/26/2023

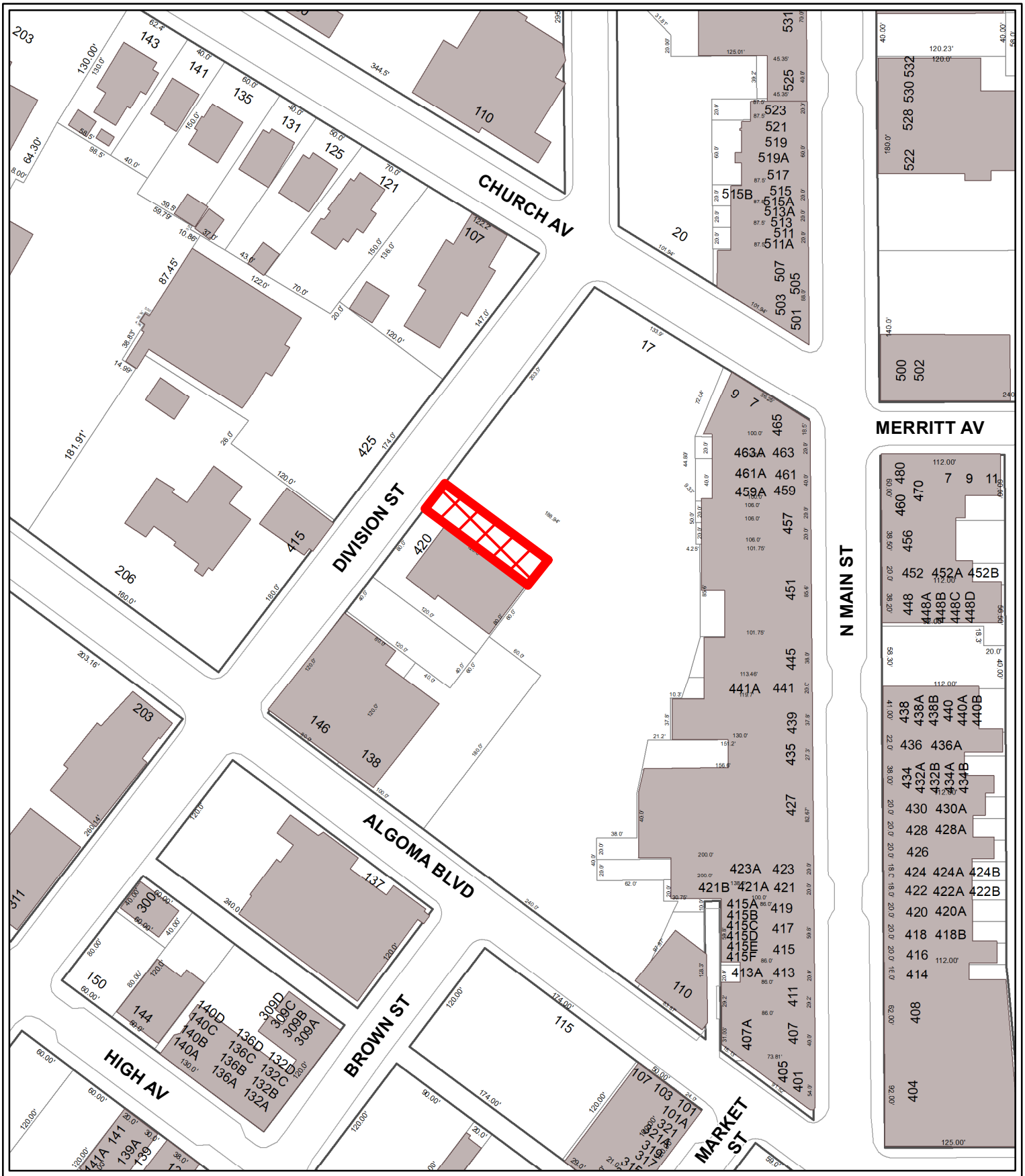
CHRISTOPHER E. PERREAULT, PLS 2249 DATED

CAROW LAND SURVEYING & ENVIRONMENTAL

615 N LYNNDALE DRIVE

APPLETON, WI 54914

DATE: 12/19/2023	SCALE: 1" = 50'	DRAWN BY: CP



BASE MAP

N

1 in = 0.02 mi

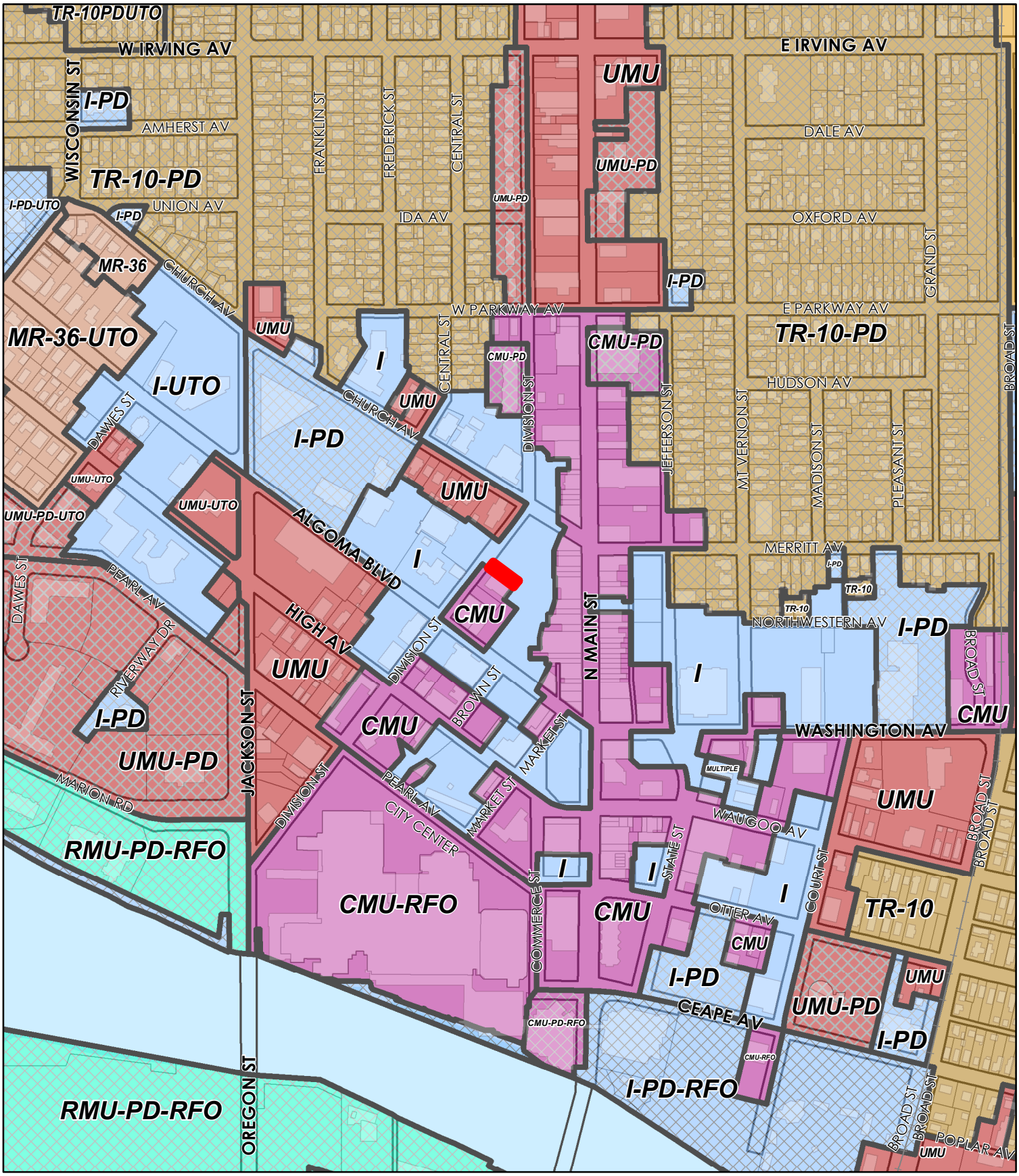
1 in = 120 ft

Printing Date: 11/15/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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ZONING MAP

N

1 in = 0.09 mi

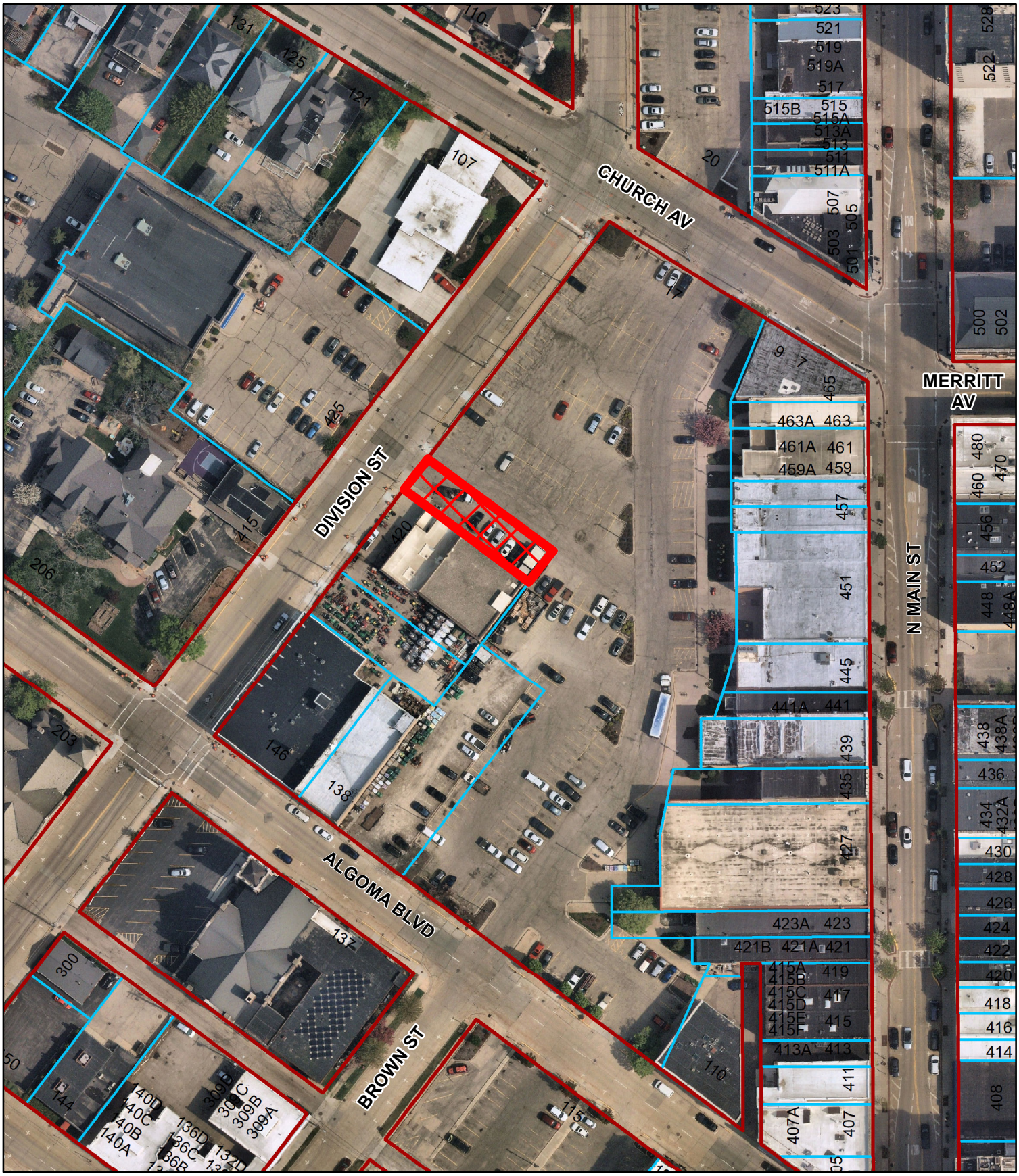
1 in = 500 ft

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AERIAL MAP

N

1 in = 0.02 mi

1 in = 100 ft

Printing Date: 11/15/2024

Prepared by: City of Oshkosh, WI

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-658 Grant Access Easement at 17 Church Avenue (400 Block West Parking Lot) Located Over Part of the Northerly Portion of Vacated Ivy Place West of Division Street to 420 Division Street (Stapel Properties LLC) (Plan Commission Recommends Approval)

BACKGROUND

The subject area is the part of the north ½ of Vacated Ivy Place located east of Division Street and part of the City's 400 Block West Parking Lot. The proposed easement is adjacent to and will benefit 420 Division Street. In late 2023, the parking lot was resurfaced and the City identified a number of outstanding property-related issues that should be rectified.

The 400 Block West Parking Lot was constructed to its current configuration in 1996 after vacation of a railroad corridor that ran north-south through the property. The parking lot provides public parking for businesses and visitors to the downtown. The surrounding area is part of Oshkosh's Central City containing numerous services, retail, food, institutional and residential establishments.

ANALYSIS

Prior to the vacation of Ivy Place, the public right-of-way was part of and provided access to the parking lot as well as the business located at 420 Division Street. With the vacation, per state statute, the land equally reverts and attaches to the adjacent properties. The easement will allow continued legal ingress/egress through the City-owned parking to the north side of the building at 420 Division Street which has two overhead doors and building access. The property also contains parking stalls for employees and customers which are accessed through the City's property. A similar easement will be granted from Staple Properties LLC at 420 Division Street to provide vehicular access through their property to and from the public parking lot.

RECOMMENDATION

The Plan Commission recommended approval of the requested easement on December 3, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-658
Grant Access Easement - 17 Church Ave - To Stapel Properties LLC

12/10/2024	24-658	RESOLUTION
CARRIED	7-0	

PURPOSE: GRANT ACCESS EASEMENT AT 17 CHURCH AVENUE (400 BLOCK WEST PARKING LOT) LOCATED OVER PART OF THE NORTHERLY PORTION OF VACATED IVY PLACE WEST OF DIVISION STREET TO 420 DIVISION STREET (STAPEL PROPERTIES LLC)

INITIATED BY: CITY ADMINISTRATION

PLAN COMMISSION RECOMMENDATION: Approved

BE IT RESOLVED by the Common Council of the City of Oshkosh that the City hereby accepts granting an access easement to Stapel Properties LLC at 17 Church Avenue (400 block west parking lot), per the attached, and the proper City officials are authorized and directed to execute any and all documents necessary for purpose of same.

ITEM: **GRANT ACCESS EASEMENT AT 17 CHURCH AVENUE (400 BLOCK WEST PARKING LOT) LOCATED OVER PART OF THE NORTHERLY PORTION OF VACATED IVY PLACE WEST OF DIVISION STREET TO 420 DIVISION STREET (STAPEL PROPERTIES LLC)**

GENERAL INFORMATION

Applicant: City Administration
Owner: City of Oshkosh

Actions Requested:

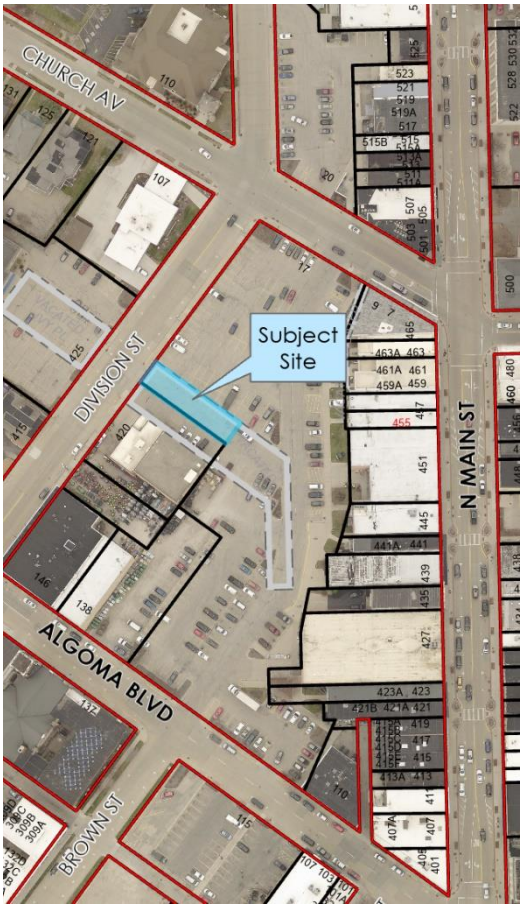
The City of Oshkosh is requesting the granting of an access easement to Stapel Properties LLC at 17 Church Avenue (400 Block West Parking Lot).

Applicable Ordinance Provisions: N/A

Property Location and Background Information:

The subject area is the part of the north ½ of Vacated Ivy Place located east of Division Street and part of the City's 400 Block West Parking Lot. The proposed easement is adjacent to and will benefit 420 Division Street. In late 2023 the parking lot was resurfaced and the City deemed necessary to rectify a number of outstanding property-related issues. This includes:

1. The vacations of Ivy Place and an alley which were no longer needed and to eliminate a number of nonconforming situations. The vacations were approved by Council on March 12, 2024 (Res 24-103).
2. Access easements between the City and Stapel Properties LLC located at 420 Division Street. This involves a portion of the recently vacated Ivy Place.
3. The proposed acquisition of part of 138 Algoma Boulevard: Part of the City's parking lot encroaches onto the property which is owned by Stapel Properties LLC. This was formerly handled by a renewing lease agreement drafted in the 1990's.
4. The acquisition of part of 110 Algoma Boulevard: Conflicting legal descriptions dating back to the late 1800s has put the location of a common lot line into question.

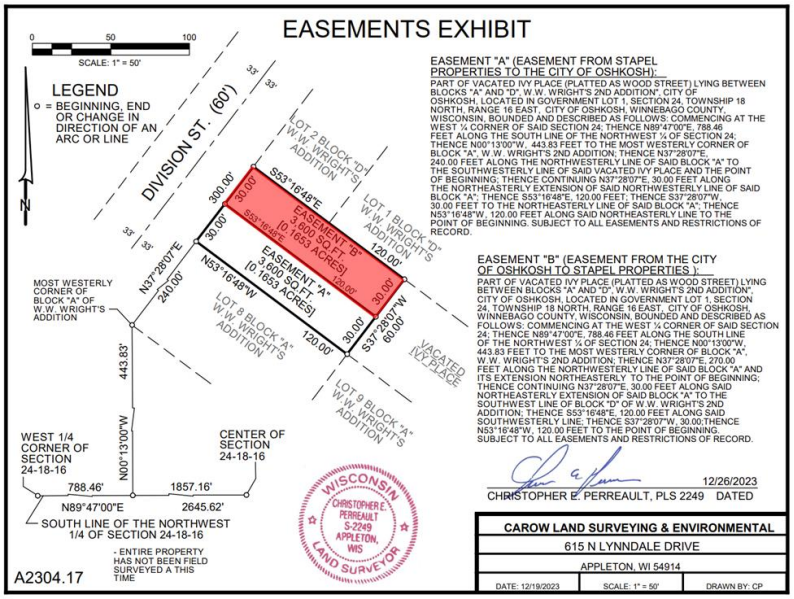


400 Block West Parking Lot – Proposed Easement

5. A land disposition from the parking lot property to 110 Algoma Boulevard. This is related to item number 4 above.
6. A number of access easements are proposed to be granted to the City for the rear accesses to buildings along the 400 Block of North Main Street.

The 400 Block West Parking Lot was constructed to its current configuration in 1996 after vacation of a railroad corridor that ran north-south through the property. The parking lot provides public parking for businesses and visitors to the downtown. The surrounding area is part of Oshkosh's Central City containing numerous service, retail, food, institutional and residential establishments.

ANALYSIS



Prior to the vacation of Ivy Place, the public right-of-way was part of and provided access to the parking lot as well as the business located at 420 Division Street. With the vacation, per state statute, the land equally reverts and attaches to the adjacent properties. The easement will allow continued legal ingress/egress through the City-owned parking to the north side of the building at 420 Division Street which has two overhead doors and building access. The property also contains parking stalls for employees and customers which are accessed through the City's property. A similar easement will be granted from Staple Properties LLC at 420 Division Street to provide vehicular access through their property to and from the public parking lot.

The proposed easement is located along the northeasterly portion of Vacated Ivy Place east of Division Street. The easement is sized to be 30 feet wide by 120 feet long and 3,600 square feet in area. The easement is subject to conditions and restrictions listed in the easement agreement.

James Stapel, owner of 420 Division Street, has been contacted and is agreeable to the proposed easements. The City Attorney's Office has prepared a draft of the easement documents. The signed easement agreement will be recorded at the Winnebago County Register of Deeds upon approval by the Common Council.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the granting of an access easement to Stapel Properties LLC located at 17 Church Avenue as proposed.

Plan Commission recommended approval of granting an access easement on December 3, 2024. The following is Plan Commission's discussion on the item.

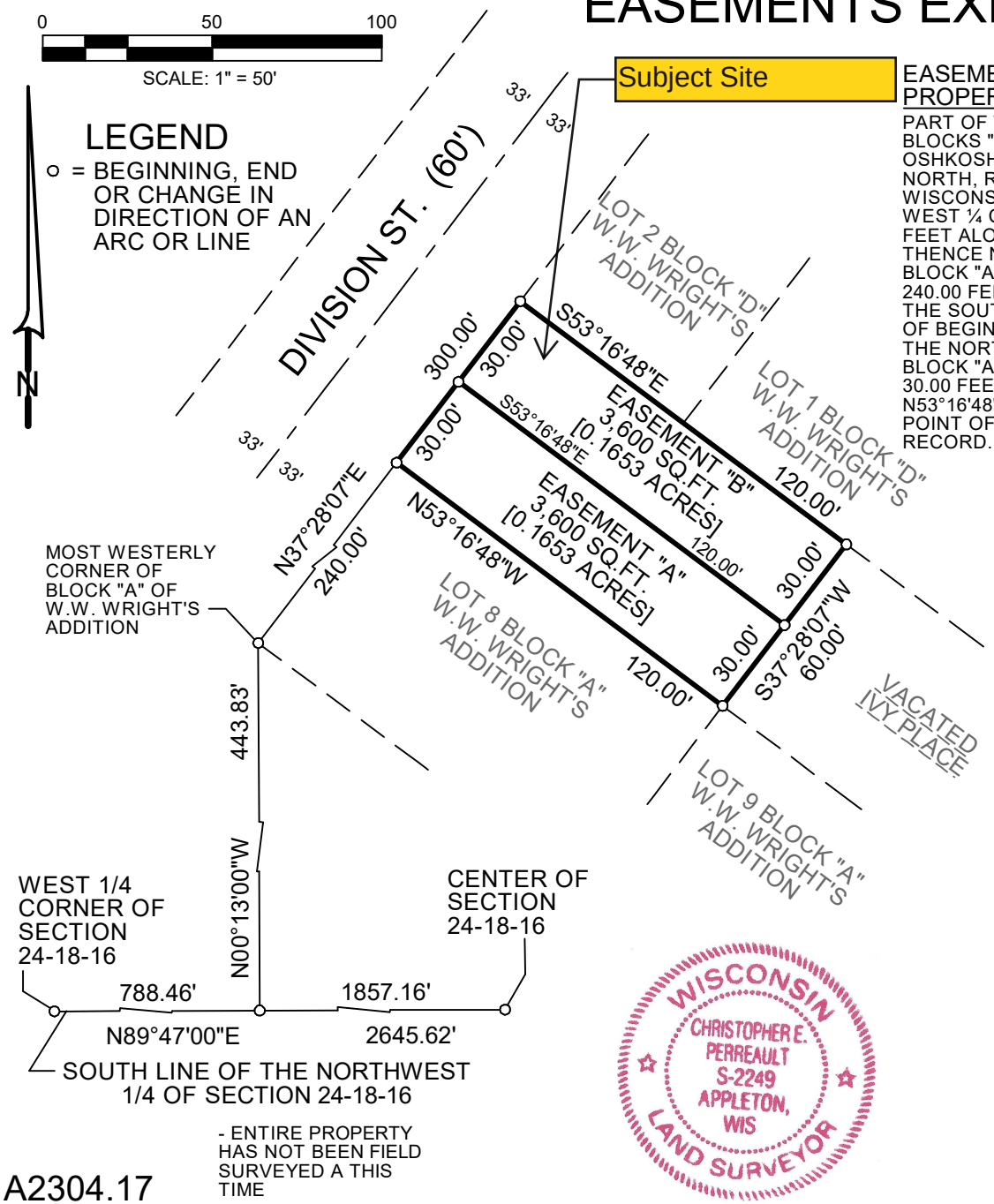
Motion by Propp to adopt the findings and recommendation as stated in the staff reports.

Seconded by Davey.

Mr. Perry asked if there was any discussion on the motion.

Motion carried 7-0.

EASEMENTS EXHIBIT



- ENTIRE PROPERTY HAS NOT BEEN FIELD SURVEYED A THIS TIME

A2304.17

EASEMENT "A" (EASEMENT FROM STAPEL PROPERTIES TO THE CITY OF OSHKOSH):

PART OF VACATED IVY PLACE (PLATTED AS WOOD STREET) LYING BETWEEN BLOCKS "A" AND "D", W.W. WRIGHT'S 2ND ADDITION", CITY OF OSHKOSH, LOCATED IN GOVERNMENT LOT 1, SECTION 24, TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ¼ CORNER OF SAID SECTION 24; THENCE N89°47'00"E, 788.46 FEET ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 24; THENCE N00°13'00"W, 443.83 FEET TO THE MOST WESTERLY CORNER OF BLOCK "A", W.W. WRIGHT'S 2ND ADDITION; THENCE N37°28'07"E, 240.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID BLOCK "A" TO THE SOUTHWESTERLY LINE OF SAID VACATED IVY PLACE AND THE POINT OF BEGINNING; THENCE CONTINUING N37°28'07"E, 30.00 FEET ALONG THE NORTHEASTERLY EXTENSION OF SAID NORTHWESTERLY LINE OF SAID BLOCK "A"; THENCE S53°16'48"E, 120.00 FEET; THENCE S37°28'07"W, 30.00 FEET TO THE NORTHEASTERLY LINE OF SAID BLOCK "A"; THENCE N53°16'48"W, 120.00 FEET ALONG SAID NORTHEASTERLY LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

EASEMENT "B" (EASEMENT FROM THE CITY OF OSHKOSH TO STAPEL PROPERTIES):

PART OF VACATED IVY PLACE (PLATTED AS WOOD STREET) LYING BETWEEN BLOCKS "A" AND "D", W.W. WRIGHT'S 2ND ADDITION", CITY OF OSHKOSH, LOCATED IN GOVERNMENT LOT 1, SECTION 24, TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ¼ CORNER OF SAID SECTION 24; THENCE N89°47'00"E, 788.46 FEET ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 24; THENCE N00°13'00"W, 443.83 FEET TO THE MOST WESTERLY CORNER OF BLOCK "A", W.W. WRIGHT'S 2ND ADDITION; THENCE N37°28'07"E, 270.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID BLOCK "A" AND ITS EXTENSION NORTHEASTERLY TO THE POINT OF BEGINNING; THENCE CONTINUING N37°28'07"E, 30.00 FEET ALONG SAID NORTHEASTERLY EXTENSION OF SAID BLOCK "A" TO THE SOUTHWEST LINE OF BLOCK "D" OF W.W. WRIGHT'S 2ND ADDITION; THENCE S53°16'48"E, 120.00 FEET ALONG SAID SOUTHWESTERLY LINE; THENCE S37°28'07"W, 30.00;THENCE N53°16'48"W, 120.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

WISCONSIN CHRISTOPHER E. PERREAULT S-2249 APPLETON, WIS LAND SURVEYOR

12/26/2023

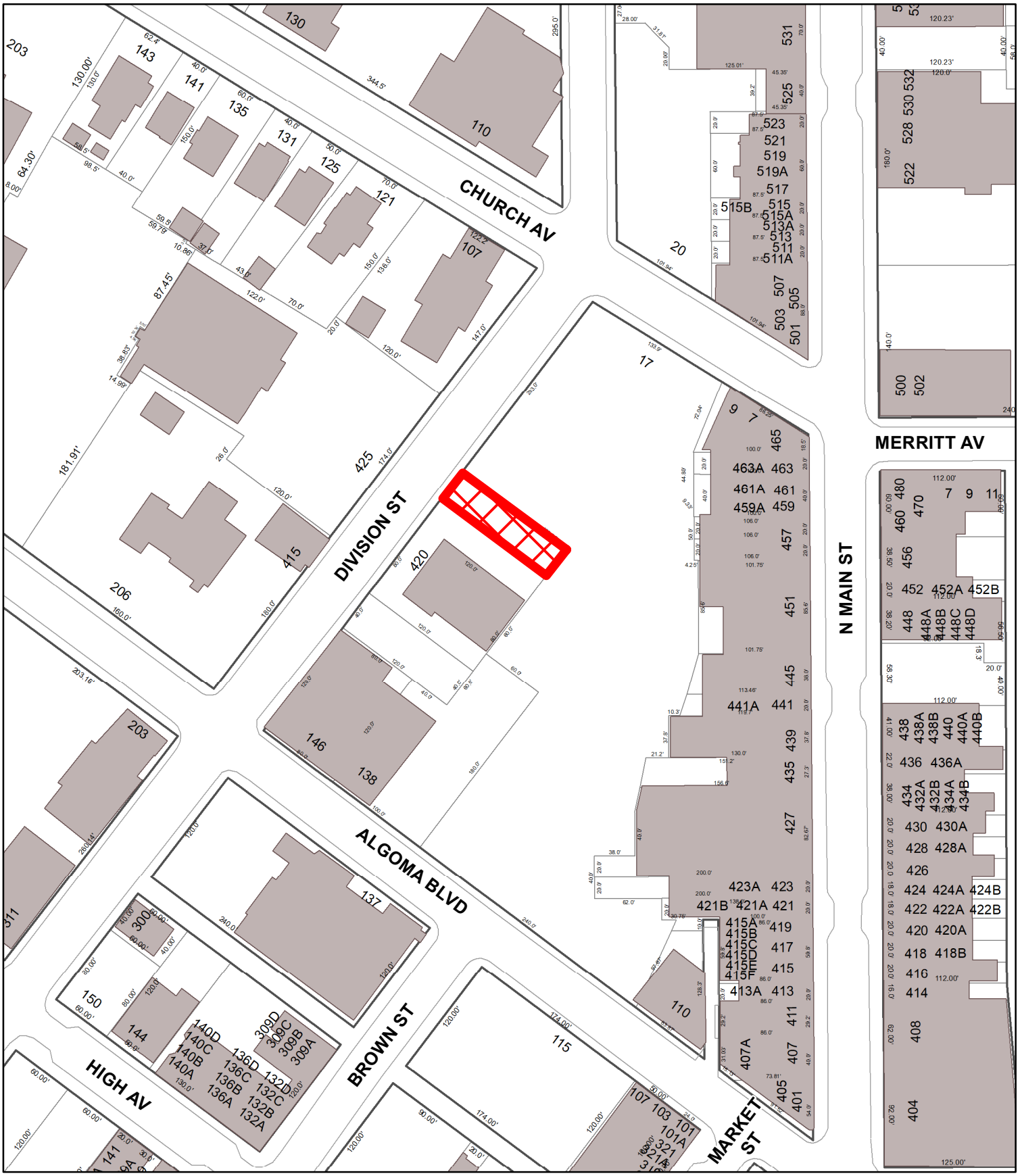
CHRISTOPHER E. PERREAULT, PLS 2249 DATED

CAROW LAND SURVEYING & ENVIRONMENTAL

615 N LYNNDALE DRIVE

APPLETON, WI 54914

DATE: 12/19/2023	SCALE: 1" = 50'	DRAWN BY: CP



BASE MAP

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1 in = 0.02 mi

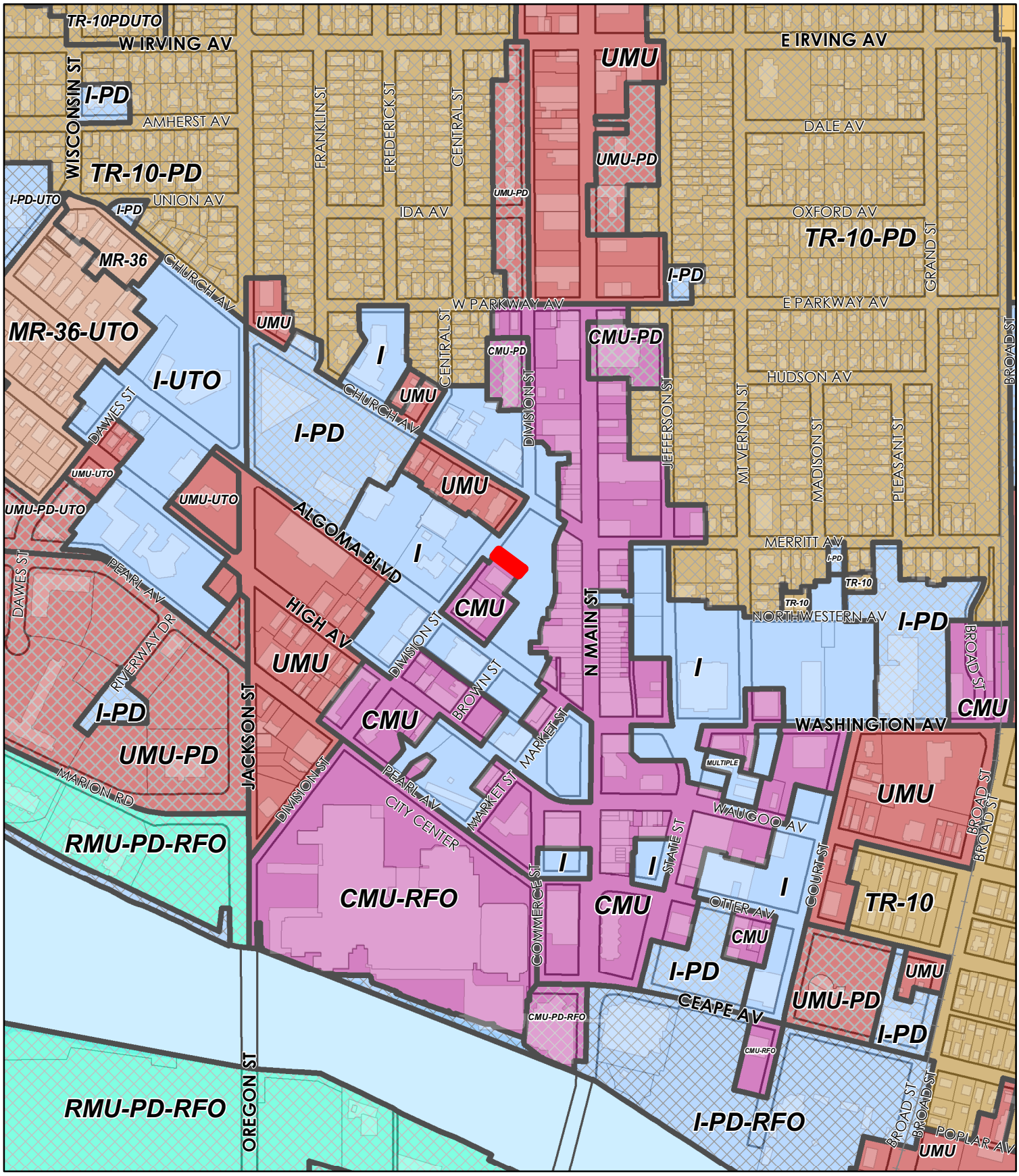
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Printing Date: 11/15/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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ZONING MAP

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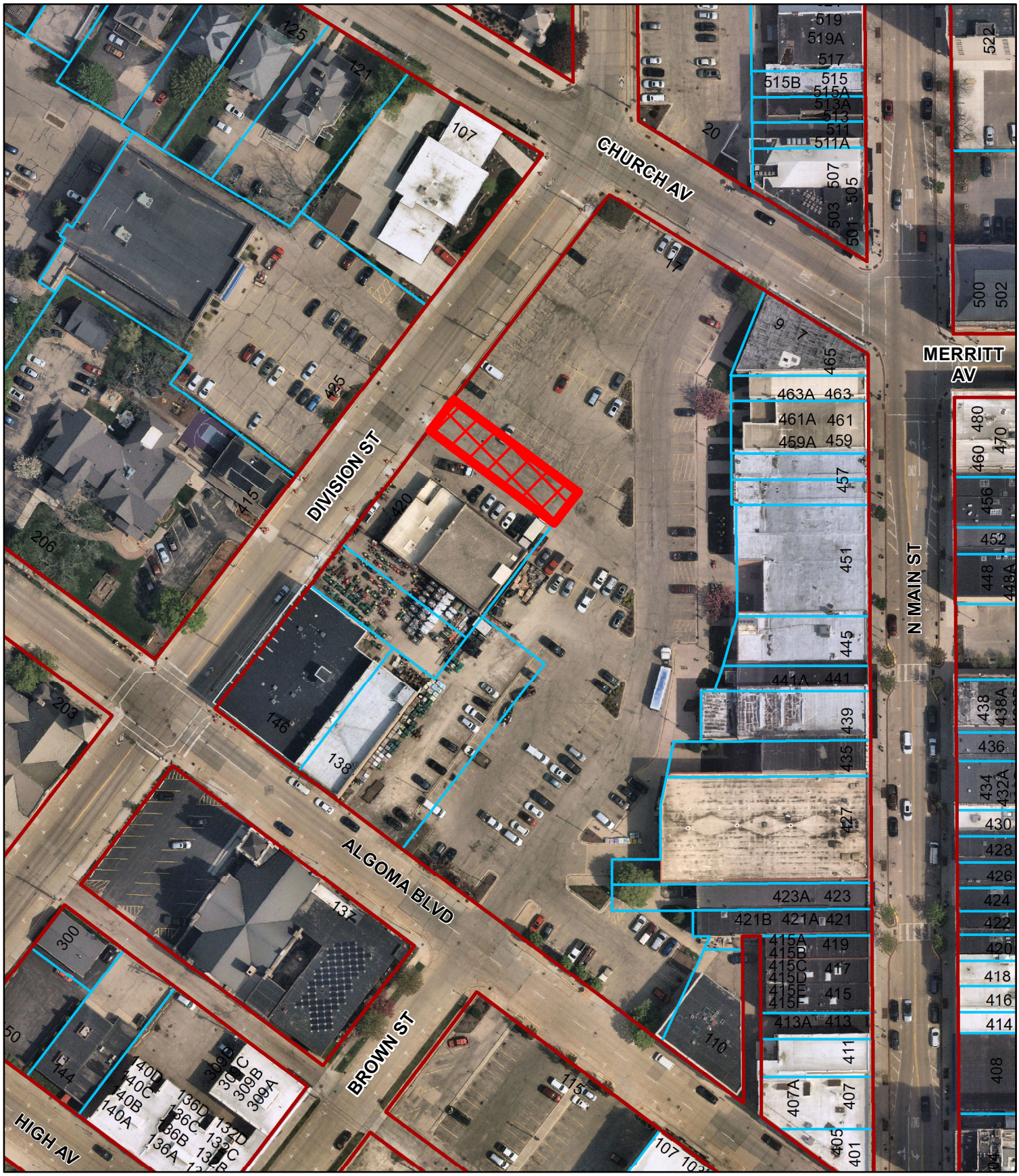
1 in = 500 ft

Printing Date: 11/15/2024

Prepared by: City of Oshkosh, WI

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AERIAL MAP

N

1 in = 0.02 mi

1 in = 100 ft

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Prepared by: City of Oshkosh, WI

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-659 Accept Water Main Easement at the Northwest Corner of West Snell Road and Jackson Street (Parcel 1260010000) from Snell Holdings LLC (Plan Commission Recommends Approval)

BACKGROUND

The subject property is vacant expect for a private driveway coming off of West Snell Road, heading north parallel to Jackson Street providing access to three other properties. In 1993, the City constructed an eight-inch water main and related structures following the south and east edge of the private road. An easement was not secured from the property owner at that time.

Plans are currently under review for a drive thru restaurant at the subject site which will utilize the water main. Both the City and current owner have agreed to formalize the existence of the water main by the owner granting an easement to the City.

ANALYSIS

The proposed easement will allow the City to utilize the easement area for all purposes related to its municipal water distribution system. This includes accessing the easement area, installing, operating, maintaining, and replacing any related infrastructure when necessary.

The proposed easement will be 30 feet wide, approximately 433 feet long, centered on the water main from West Snell Road to the north property line.

RECOMMENDATION

The Plan Commission recommended approval of the requested easement on December 3, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-659
Accept Water Main Easement - NW Corner W Snell Road & Jackson St

12/10/2024 24-659 RESOLUTION

CARRIED 7-0

PURPOSE: ACCEPT WATER MAIN EASEMENT AT THE NORTHWEST CORNER OF WEST SNELL ROAD AND JACKSON STREET (PARCEL 1260010000) FROM SNELL HOLDINGS LLC

INITIATED BY: CITY OF OSHKOSH DEPARTMENT OF PUBLIC WORKS

PLAN COMMISSION RECOMMENDATION: Approved

BE IT RESOLVED by the Common Council of the City of Oshkosh that the City hereby accepts a water main easement from Snell Holdings LLC at the northwest corner of West Snell Road and Jackson Street, per the attached, and the proper City officials are authorized and directed to execute any and all documents necessary for purpose of same.

ITEM: **ACCEPT WATER MAIN EASEMENT AT THE NORTHWEST CORNER OF WEST SNELL ROAD AND JACKSON STREET (PARCEL 1260010000) FROM SNELL HOLDINGS LLC**

Plan Commission meeting of December 3, 2024.

GENERAL INFORMATION

Applicant: City of Oshkosh Department of Public Works
Owner: Snell Holdings LLC

Actions Requested:

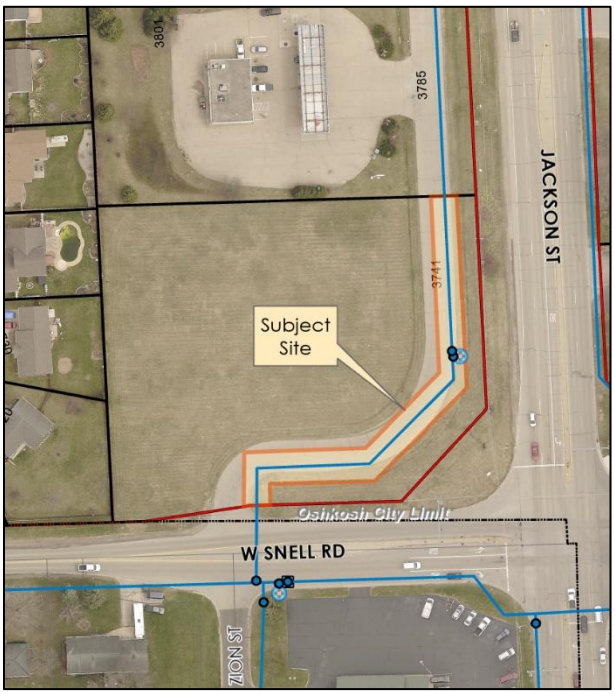
The City of Oshkosh is requesting the acceptance of water main easement from Snell Holdings LLC at the northwest corner of West Snell Road and Jackson Street.

Applicable Ordinance Provisions: N/A

Property Location and Background Information:

The subject property is vacant expect for a private driveway coming off of West Snell Road, heading north parallel to Jackson Street providing access to three other properties. In 1993, the City constructed an eight-inch water main and related structures following the south and east edge of the private road. An easement was not secured from the property owner at that time.

Plans are currently under review for a drive thru restaurant at the subject site which will utilize the water main. Both the City and current owner have agreed to formalize the existence of the water main by the owner granting an easement to the City.



Proposed Easement Location

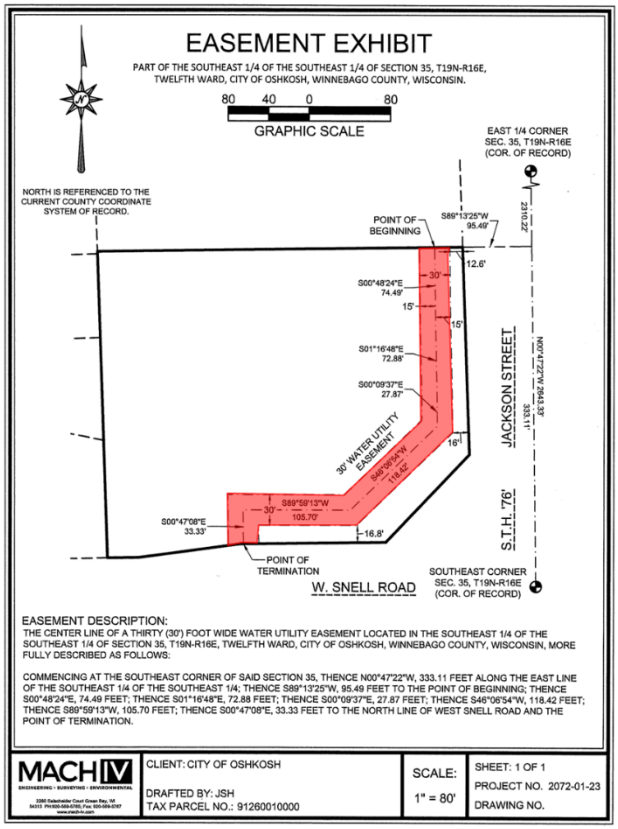
The property is located along the Jackson Street Corridor which supports a wide variety of uses including commercial, industrial, and residential. There are also a number of vacant sites available for development.

ANALYSIS

The proposed easement will allow the City to utilize the easement area for all purposes related to its municipal water distribution system. This includes accessing the easement area, installing, operating, maintaining, and replacing any related infrastructure when necessary.

The proposed easement will be 30 feet wide, approximately 433 feet long, centered on the water main from West Snell Road to the north property line.

The City Attorney's Office has prepared a draft of the easement documents. The signed easement agreement will be recorded at the Winnebago County Register of Deeds upon approval by the Common Council.



RECOMMENDATION/CONDITIONS

Staff recommends approval of the acceptance of a water main easement located at the northwest corner of West Snell Road and Jackson Street as proposed.

Plan Commission recommended approval of the acceptance of a water main easement on December 3, 2024. The following is Plan Commission's discussion on the item.

Motion by Propp to adopt the findings and recommendation as stated in the staff reports.

Seconded by Davey.

Mr. Perry asked if there was any discussion on the motion.

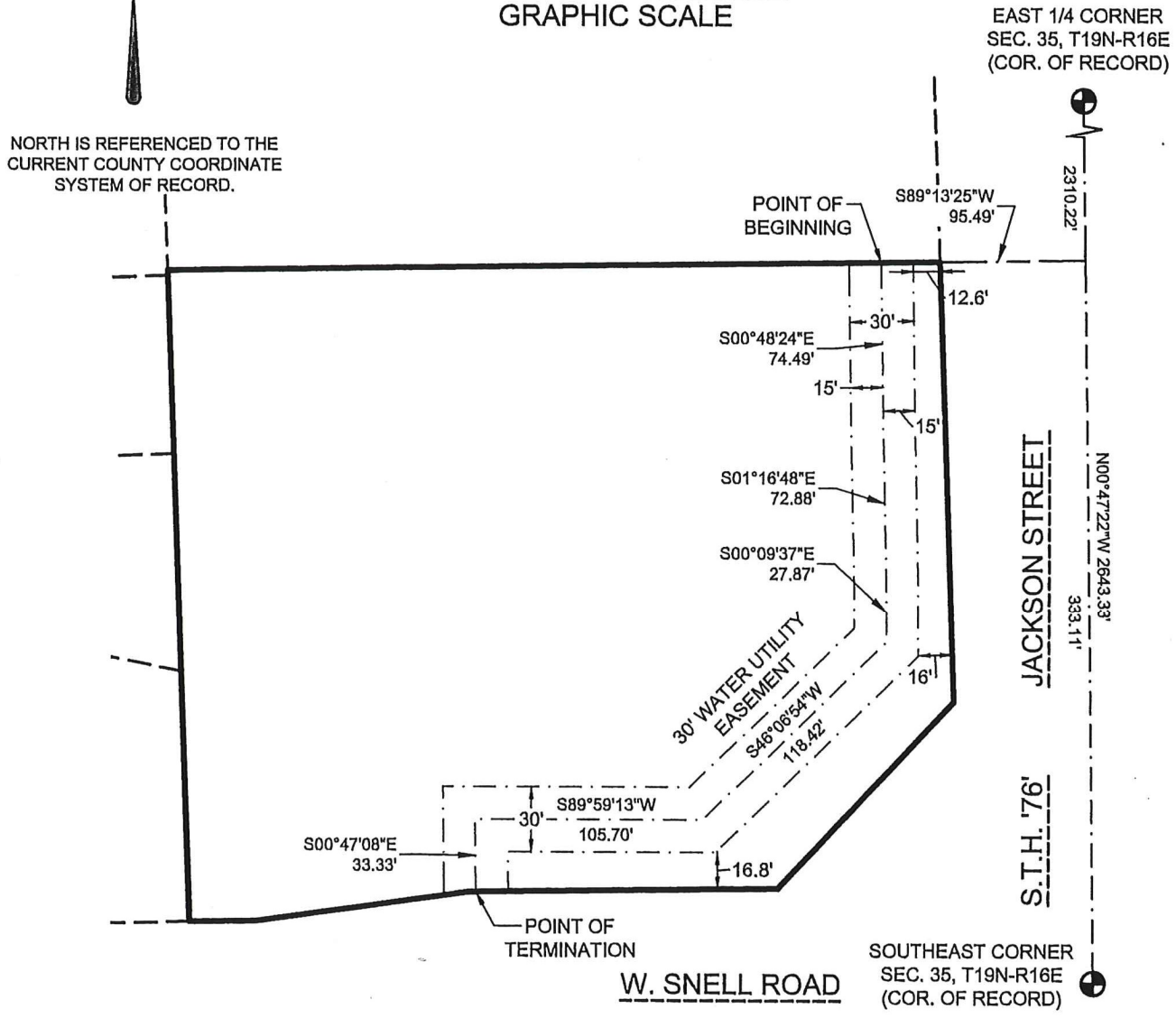
Motion carried 7-0.

EASEMENT EXHIBIT

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, T19N-R16E,
TWELFTH WARD, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN.

80 40 0 80

GRAPHIC SCALE



EASEMENT DESCRIPTION:

THE CENTER LINE OF A THIRTY (30') FOOT WIDE WATER UTILITY EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, T19N-R16E, TWELFTH WARD, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35, THENCE N00°47'22"W, 333.11 FEET ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE S89°13'25"W, 95.49 FEET TO THE POINT OF BEGINNING; THENCE S00°48'24"E, 74.49 FEET; THENCE S01°16'48"E, 72.88 FEET; THENCE S00°09'37"E, 27.87 FEET; THENCE S46°06'54"W, 118.42 FEET; THENCE S89°59'13"W, 105.70 FEET; THENCE S00°47'08"E, 33.33 FEET TO THE NORTH LINE OF WEST SNELL ROAD AND THE POINT OF TERMINATION.

MACH IV
ENGINEERING · SURVEYING · ENVIRONMENTAL
2260 Saischeider Court Green Bay, WI
54313 PH:920-569-5765; Fax: 920-569-5767
www.mach-iv.com

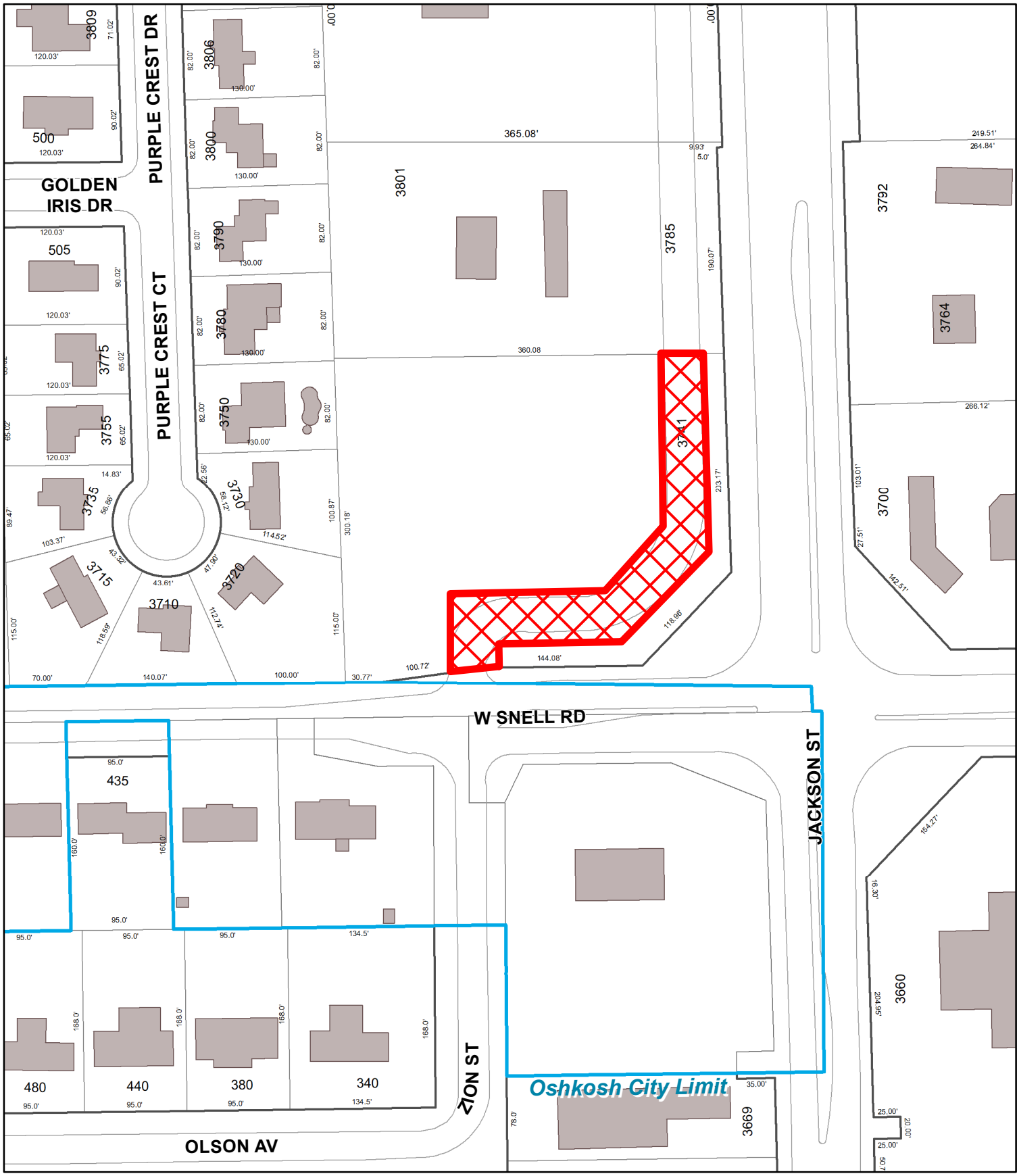
CLIENT: CITY OF OSHKOSH

DRAFTED BY: JSH
TAX PARCEL NO.: 91260010000

SCALE: 1" = 80'

SHEET: 1 OF 1
PROJECT NO. 2072-01-23
DRAWING NO.

EXHIBIT A (1 of 1)



BASE MAP

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1 in = 0.02 mi

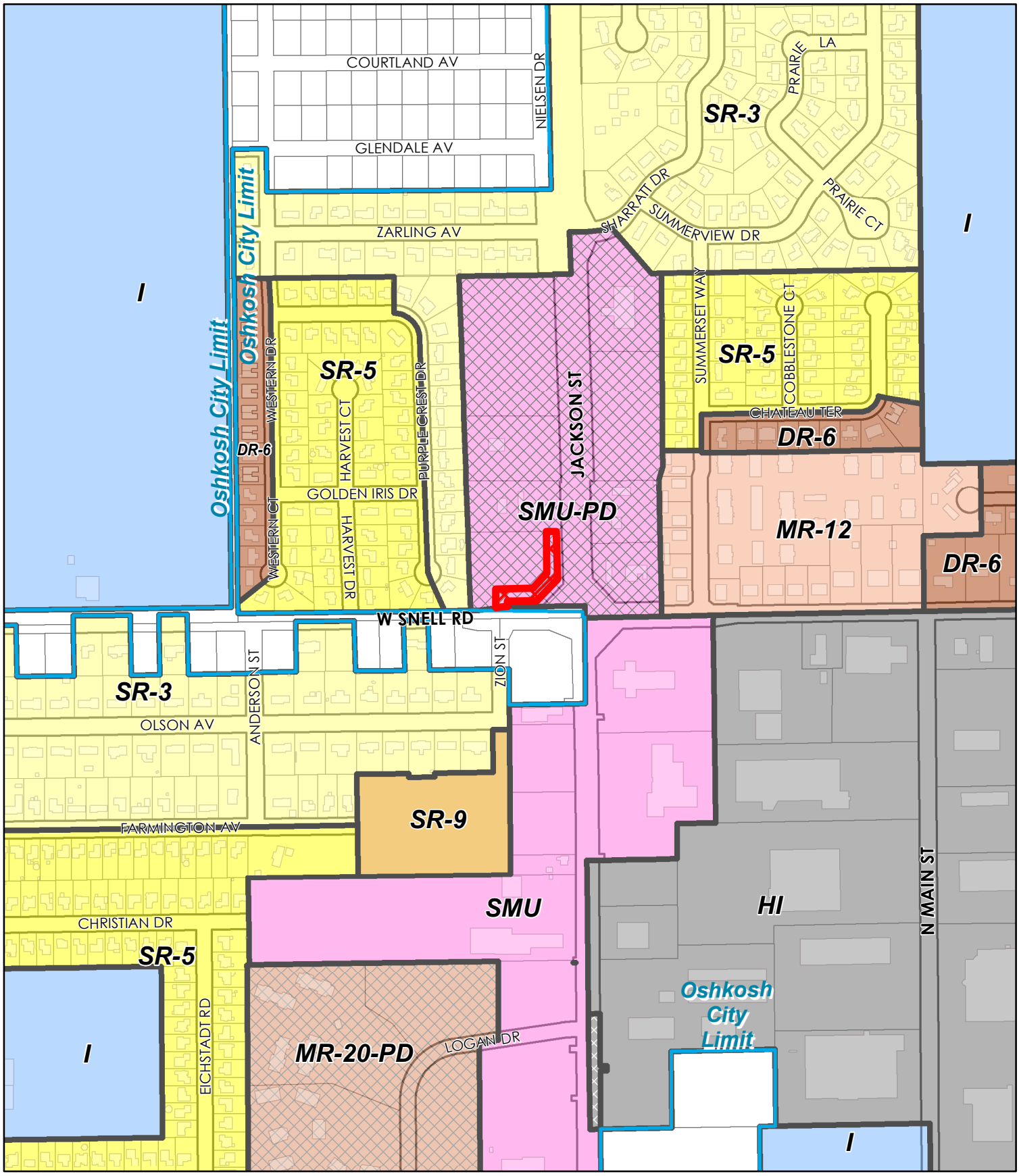
1 in = 120 ft

Printing Date: 11/15/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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ZONING MAP

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1 in = 0.09 mi

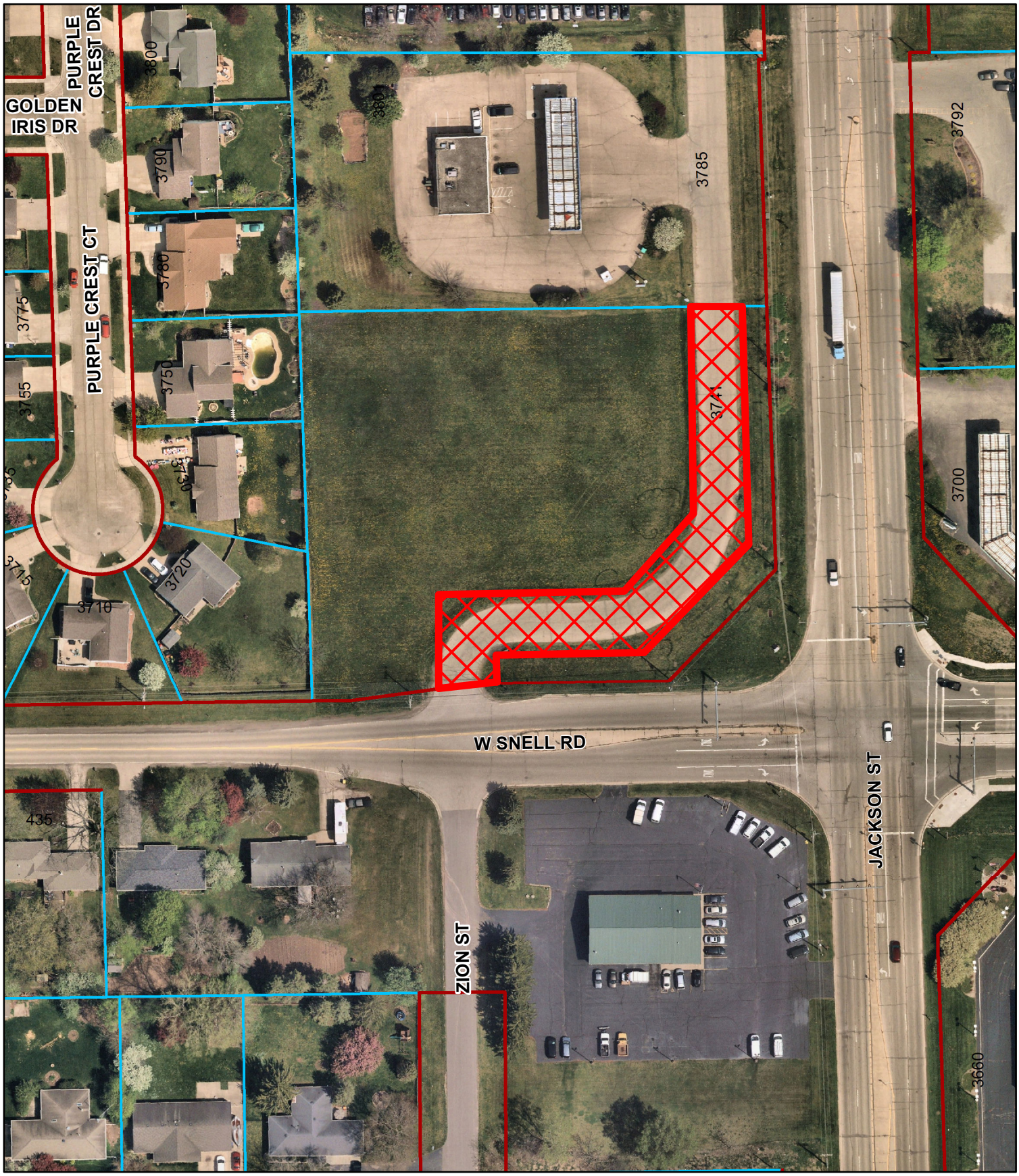
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AERIAL MAP

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-660 Approve Specific Implementation Plan Amendment for Drive-Through Sign at 525 South Washburn Street (Plan Commission Recommends Approval)

BACKGROUND

The subject area included in this request consists of a 0.99-acre commercial property located on the west side of South Washburn Street, north of West 9th Avenue. The surrounding area consists primarily of commercial uses along with a City water tower and fire station immediately to the south. The 2040 Comprehensive Plan recommends Interstate Commercial land use for the subject property and the adjoining parcels.

On June 11, 2024, Common Council approved a General Development Plan and Specific Implementation Plan for a drive-through restaurant (Freddy's Frozen Custard & Steakburgers).

ANALYSIS

The applicant is proposing a 5.85' tall, 32.85 sq. ft. drive-through sign on the rear (west) side of the restaurant building. For drive-through signage, code allows one primary board and one pre-sell board. The primary board is limited to 24 sq. ft. and 8 ft. tall and the pre-sell board is limited to a maximum area of 12 sq. ft. and 6 ft. tall.

A Base Standard Modification (BSM) is required for increased drive-through sign area to 33 sq. ft., where code allows a maximum primary drive-through sign area of 24 sq. ft. According to the applicant, the increased sign area is needed as it is the standard drive-through sign size for Freddy's restaurants and the smallest sign offered by their provider (Samsung).

Staff is supportive of the requested BSM for increased drive-through primary board sign area as a pre-sell board will not be utilized for the drive-through. The sign ordinance allows a total of 36 sq. ft. of drive-through signage if a pre-sell board is included in addition to the primary board. Therefore, the proposed 33 sq. ft. primary board sign is a 3 sq. ft. reduction of total allowed drive-through sign area. Also, the drive-through sign will be on the rear of the building and significantly exceed the 25' rear yard setback requirement, with a proposed setback of approximately 81' from the rear property line.

FISCAL IMPACT

Approval of this may result in an increase in the assessed property value for the site. The applicant is anticipating spending approximately $14,335 on the proposed project.

RECOMMENDATION

The Plan Commission recommended approval of the requested Specific Implementation Plan Amendment with the findings and conditions on December 3, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-660
SIP Amendment - 525 S Washburn St

12/10/2024 | 24-660 | RESOLUTION

CARRIED | 7-0

PURPOSE: APPROVE SPECIFIC IMPLEMENTATION PLAN AMENDMENT FOR DRIVE-THROUGH SIGN AT 525 SOUTH WASHBURN STREET

INITIATED BY: BEN WITT

PLAN COMMISSION RECOMMENDATION: Approved

WHEREAS, the Plan Commission finds that the Specific Implementation Plan Amendment for a drive-through sign at 525 South Washburn 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 Specific Implementation Plan Amendment for a drive-through sign at 525 South Washburn 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 architecture and character of the proposed Planned Development project is compatible with adjacent/nearby development.
3. The proposed Planned Development project will positively contribute to and not detract from the physical appearance and functional arrangement of development in the area.

BE IT FURTHER RESOLVED by the Common Council of the City of Oshkosh that the following are conditions of approval for a Specific Implementation Plan Amendment for a drive-through sign at 525 South Washburn Street:

1. Base Standard Modification to allow increased drive-through sign area to 33 sq ft.
2. Final landscaping plan shall be reviewed and approved by the Department of Community Development.
3. Except as specifically modified by this Specific Implementation Plan Amendment, the terms and conditions of the original Specific Implementation Plan dated June 11, 2024 (Resolution 24-331) remain in full force and effect.

ITEM: **SPECIFIC IMPLEMENTATION PLAN AMENDMENT FOR DRIVE-THROUGH SIGN AT 525 SOUTH WASHBURN STREET**

Plan Commission meeting of December 3, 2024.

GENERAL INFORMATION

Applicant: Ben Witt

Owner: Park Place Holdings LLC

Action(s) Requested:
The petitioner requests Specific Implementation Plan Amendment for a drive-through sign.

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 this request consists of a 0.99-acre commercial property located on the west side of South Washburn Street, north of West 9th Avenue. The surrounding area consists primarily of commercial uses along with a City water tower and fire station immediately to the south. The 2040 Comprehensive Plan recommends Interstate Commercial land use for the subject property and the adjoining parcels.

On June 11, 2024, Common Council approved a General Development Plan and Specific Implementation Plan for a drive-through restaurant (Freddy's Frozen Custard & Steakburgers).

Subject Site

Existing Land Use	*Zoning*
Commercial	SMU-PD

Adjacent Land Use and Zoning

Existing Uses		*Zoning*
North	Commercial	SMU
South	City fire station and water tower	I
East	Interstate-41	SMU
West	Commercial	SMU

Comprehensive Plan

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

ANALYSIS

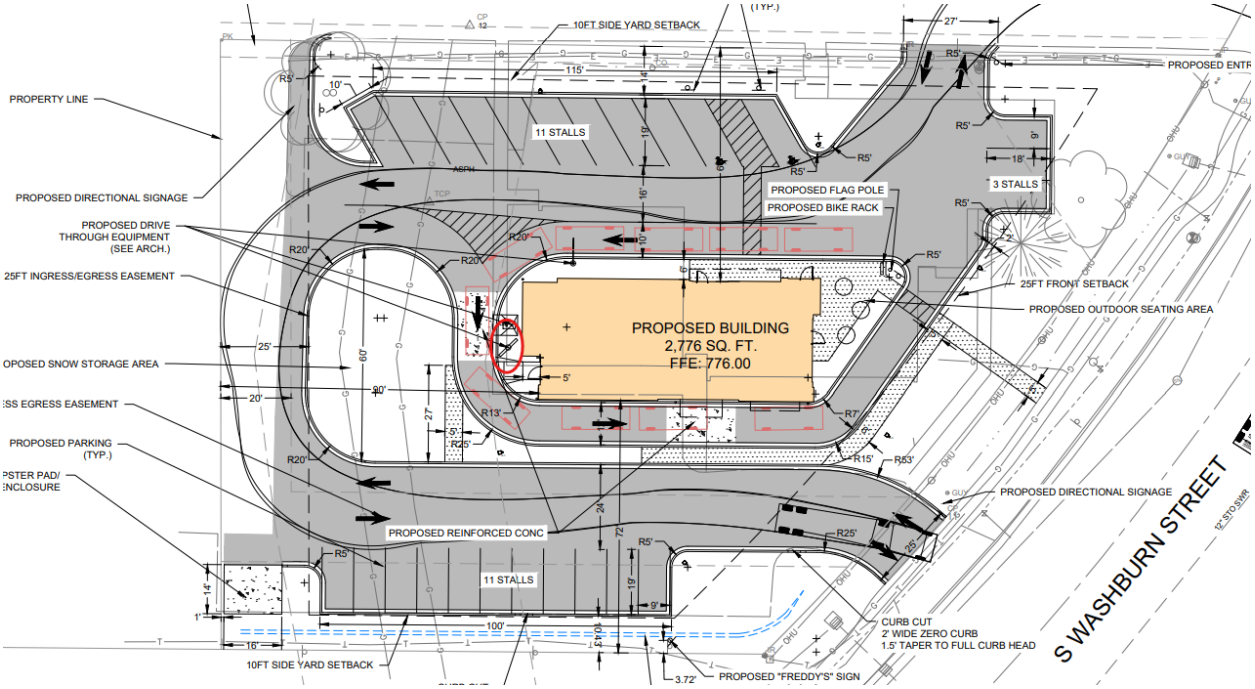
Use
No changes are being proposed to the approved drive-through restaurant use.

Site Design
No changes are being proposed to the existing site design.

Lighting
A photometric lighting plan has not been submitted with this request.

Signage
The applicant is proposing a 5.85' tall, 32.85 sq. ft. drive-through sign on the rear (west) side of the restaurant building. For drive-through signage, code allows one primary board and one pre-sell board. The primary board is limited to 24 sq. ft. and 8 ft. tall and the pre-sell board is limited to a maximum area of 12 sq. ft. and 6 ft. tall.

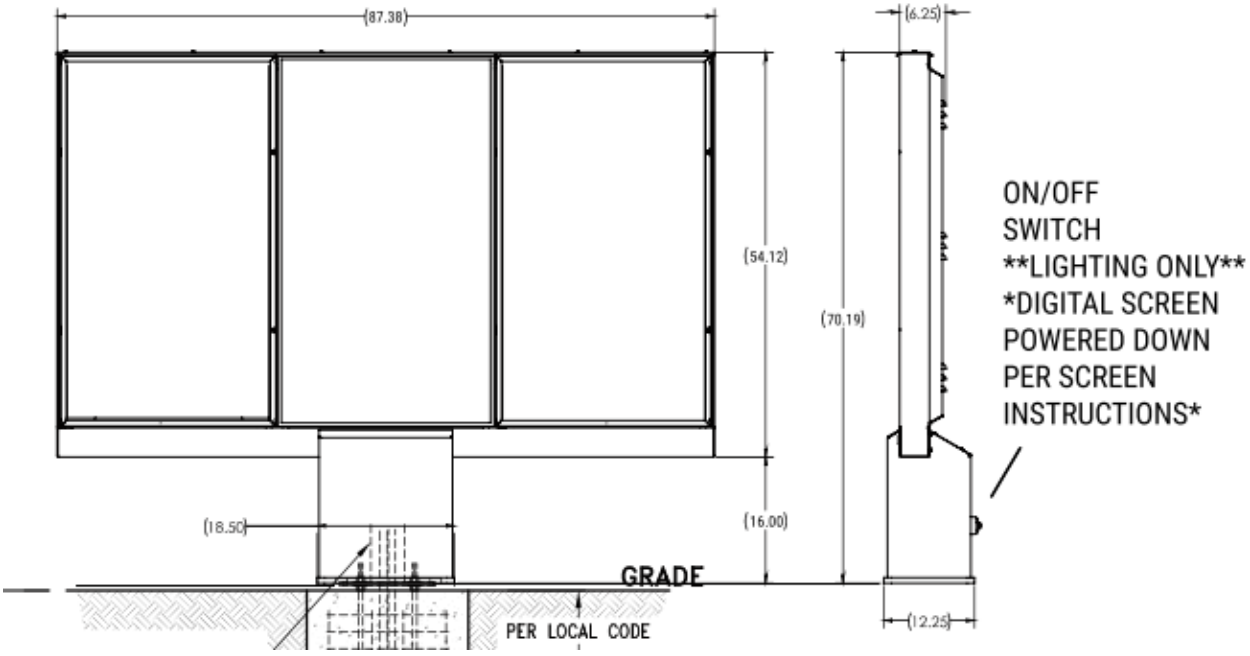
A Base Standard Modification (BSM) is required for increased drive-through sign area to 33 sq. ft., where code allows a maximum primary drive-through sign area of 24 sq. ft. According to the applicant, the increased sign area is needed as it is the standard drive-through sign size for Freddy's restaurants and the smallest sign offered by their provider (Samsung).



Submitted site plan

Staff is supportive of the requested BSM for increased drive-through primary board sign area as a pre-sell board will not be utilized for the drive-through. The sign ordinance allows a total of 36 sq. ft. of drive-through signage if a pre-sell board is included in addition to the primary board. Therefore, the proposed 33 sq. ft. primary board sign is a 3 sq. ft. reduction of total allowed drive-through sign area. Also, the drive-through sign will be on the rear of the building

and significantly exceed the 25' rear yard setback requirement, with a proposed setback of approximately 81' from the rear property line.



Sign plan

Landscaping

No additional landscaping is required for this request as no additional buildings or paved areas or buildings are included. The applicant has stated that they will plant 3 additional Gem Boxwood shrubs to offset the BSM request. Staff is comfortable that the proposed landscaping sufficiently offsets the BSM request.

Design Standards

No changes are being proposed to the existing building.

FINDINGS/RECOMMENDATION/CONDITIONS

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

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

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

1. Base Standard Modification to allow increased drive-through sign area to 33 sq ft.
2. Final landscaping plan shall be reviewed and approved by the Department of Community Development.
3. Except as specifically modified by this Specific Implementation Plan Amendment, the terms and conditions of the original Specific Implementation Plan dated June 11, 2024 (Resolution 24-331) remain in full force and effect.

   Plan Commission recommends approval of the Specific Implementation Plan amendment with the findings and conditions on December 3, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Mr. Nichols and Ms. Scheuermann reported visiting the site.

Staff report accepted as part of the record.

The petitioner requests Specific Implementation Plan (SIP) Amendment for a drive-through sign.

Mr. Slusarek presented the items and reviewed the site and surrounding area as well as the land use and zoning classifications in this area. The subject site is a 0.99-acre commercial property located on the west side of South Washburn Street, north of West 9th Avenue.

On June 11, 2024, Common Council approved a General Development Plan and SIP for a drive-through restaurant (Freddy's Frozen Custard & Steakburgers).

The applicant has submitted a sign plan for a menu board. It does not meet code for allowable sign area for a menu board. The drive-through sign is being proposed on the rear (west) side of the building. For drive-through signage, code allows one primary board and one pre-sell board. They're requesting a Base Standard Modification (BSM) to allow the drive-through sign to be 33 sq. ft in area where code allows the primary drive-through sign to be a maximum of 24 sq. ft. in area. According to the applicant, the increased sign area is needed as it is the standard drive-through sign size for Freddy's restaurants and the smallest sign offered by their provider (Samsung).

Staff is supportive of the BSM request as they only have one primary drive-through sign rather than having a pre-sell board and a primary board which would allow for up to 36 sq. ft. with a 24 sq. ft. primary and a 12 sq. ft. pre-sell board. One 33 sq. ft. primary board is a 3 sq. ft. reduction from what the overall maximum menu board area would be. There is a significant rear yard setback. It's about 90' where code requires a 25' rear yard setback. It is not very visible from the public right-of-way. The applicant stated that they will provide three additional shrubs to offset the BSM requests and staff is comfortable that the additional landscaping serves to offset this BSM

Staff recommends approval of the proposed SIP Amendment 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

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

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 her support for the item.

Motion carried 7-0.

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

City of Oshkosh

Planned Development Application

For General Development Plan or Specific Implementation Plan

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

APPLICANT INFORMATION

Petitioner: Ben Witt Date: 10-15-2024

Petitioner's Address: 1674 Eisenhower City: De Pere State: WI Zip: 54115

Telephone #: (920) 544-3805 Email: benwitt@kw.com Contact preference: ☒ Phone ☐ Email

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

Petitioner's Signature (required): _____ Date: _____

OWNER INFORMATION

Owner(s): Park Place Holdings, LLC Date: 10-15-2024

Owner(s) Address: 1674 Eisenhower Rd City: De Pere State: WI Zip: 54115

Telephone #: (920) 309-1037 Email: calab@calebhayes.com Contact preference: ☐ Phone ☒ Email

Ownership Status (Please Check): ☐ Individual ☐ Trust ☐ Partnership ☐ Corporation x LLC

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: 10/17/24

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: 555 S. Washburn Street

Proposed Project Type: Fast Food Restaurant - Freddy's Frozen Custard & Steakburgers

Estimated Cost: _____

Current Use of Property: Office Building Zoning: SMU

Land Uses Surrounding Your Site: North: Suburban Mixed Use

South: Fire Station

East: Washburn Right of Way

West: Washburn Mixed Use

- **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: 10/17/24

3.

Project Narrative – Freddys Oshkosh

The narrative below is from the approved SIP.

This project is proposing to remove the existing office building from the site and construct a new Freddy's Frozen Custard & Steakburgers restaurant. The project will consist of a new building, asphalt pavement, concrete curb and gutter, storm, water service and sanitary services, concrete walk, and landscaping. Due to the 2 (two) 1000 PSI gas lines that run through the West side of the site, the building will be located within the 25-foot front yard setback by 8 feet. There will also be pavement that will extend over said setback by 17ft. This variance is required to allow this property to be functional for the proposed use.

The reason we are requesting the zoning change is because we are over the 25ft building setback. To offset this, we are adding more landscaping than is needed. As you see from the Landscape plan, the total points required for this site is 562, The total points that we provided is 662.7.

We are also requesting a BSM for the rear paving setback, this is due to the site having the ANR pipeline that does not allow for permanent structures to be erected within the easement. There is existing pavement where the dumpster is being placed so the current conditions aren't changing, there will just be concrete in the place of asphalt, along with a structure for the dumpster pad. As stated above we are going to install more landscaping than is required and we will be adding better materials that match the building to the enclosure.

ANR pipeline has approved the plans, we have met their requirements on not having landscaping and a structure within the easement.

We are also requesting a BSM for the dumpster pad (the proposed setback would be 1ft from the West property line). The gas easement does not allow for any permanent structure to be erected within it, for the site to function we need to place the dumpster pad within the 25' setback on the West side of the property.

The proposed sign is being placed within the 10-foot side setback. The existing sign is going to be removed and replaced in the same location. The existing location is 3 ft off the Southern Property line. We are requesting a variance so install the sign in this location due to both the ANR pipeline easement as well as the landscape requirements that we are meeting/exceeding.

We are also requesting a variance to the required 75ft horizontal setback. The existing ingress/egress easement only allows for the horizontal setback to be 63.7ft.

Lighting on this small lot is a challenge and will require a BSM for lighting extending beyond the property line. Specifically, we need the variance on the North and South property line because of the limited

spaces for us to place the lights. We are within .08 fc on the North property line (adjacent to the neighboring properties parking lot) and .49 fc on the South property line (adjacent to the City of Oshkosh Fire Station property). The West property line shows that we are low, however, this does not take into account the lighting from the adjacent properties parking lot.

The addition below is an amendment for site Signage.

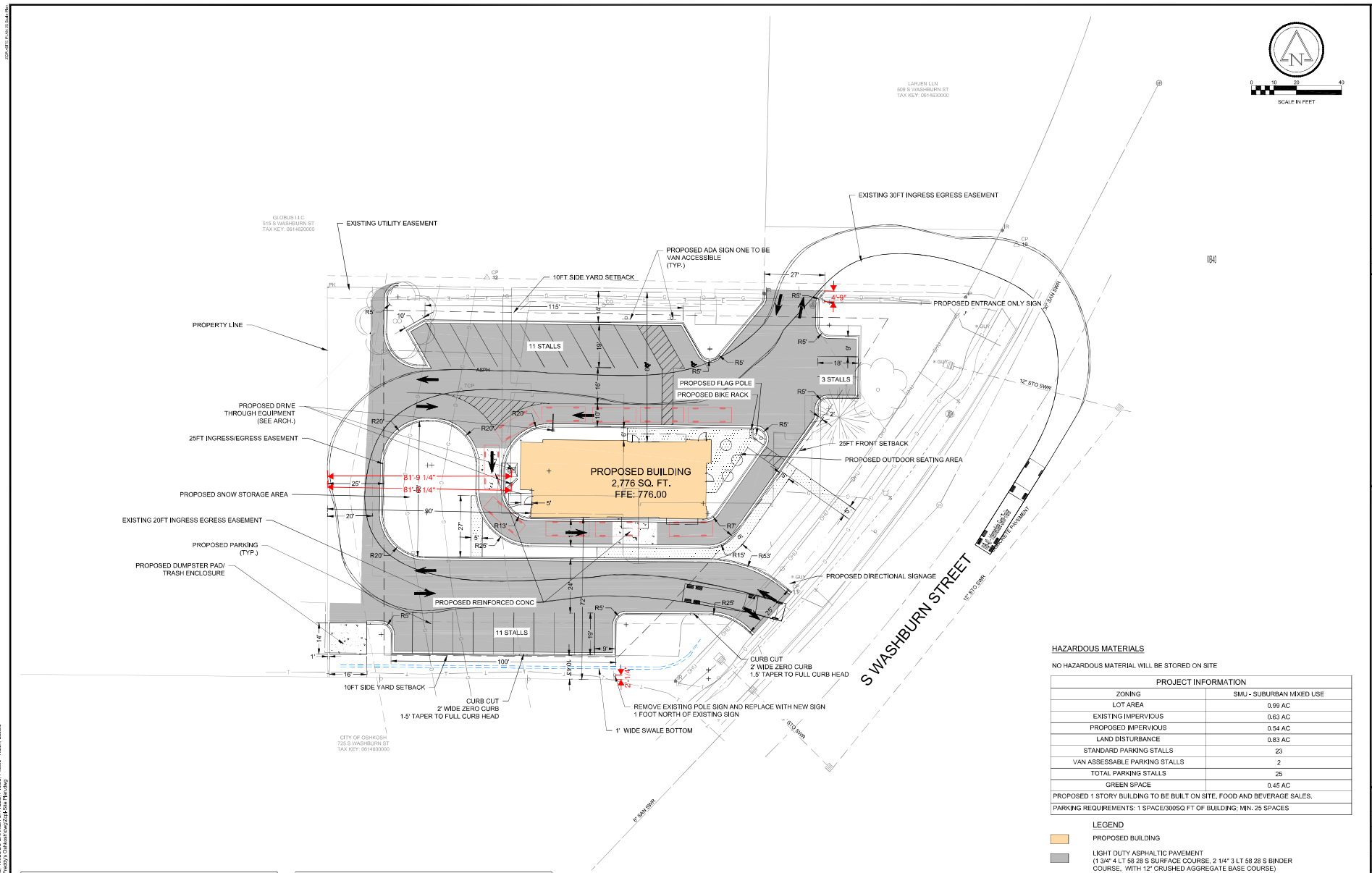
City of Oshkosh Ordinances require Drive-Through Primary Boards to be a Maximum Area of 24 ft. The proposed sign is approximately 33 sq ft. Freddy's is not proposing a pre-sell board, which has an allowed square footage of 12 sq ft. Freddy's sign is below the combined square footage allowed by ordinance for a Primary Board and Pre-Sell board by 3 sq ft.

This is the sign used at all 575 locations that use the same brand standard menu board, which is the smallest offered by Samsung. A custom sign made for this location would not just have an one-time impact. It will have impacts during future corporate menu roll out changes that would have to be customized for this location.

The reduced menu is expected to have a loss of revenue of $150,000 to $240,000. This was calculated by reducing the expected revenue projection through drive-through sales, which is 60%, by the reduced menu board size.

Freddy's has added 3 additional Gem Boxwood as part of this request.

For these reasons we respectfully request approval of the standard Freddy's Menu Board as submitted.



HAZARDOUS MATERIALS

NO HAZARDOUS MATERIAL WILL BE STORED ON SITE

PROJECT INFORMATION	
ZONING	SMU - SUBURBAN MIXED USE
LOT AREA	0.99 AC
EXISTING IMPERVIOUS	0.63 AC
PROPOSED IMPERVIOUS	0.54 AC
LAND DISTURBANCE	0.83 AC
STANDARD PARKING STALLS	23
VAN ASSESSABLE PARKING STALLS	2
TOTAL PARKING STALLS	25
GREEN SPACE	0.45 AC
PROPOSED 1 STORY BUILDING TO BE BUILT ON SITE, FOOD AND BEVERAGE SALES.	
PARKING REQUIREMENTS: 1 SPACE/300SQ FT OF BUILDING; MIN. 25 SPACES	

LEGEND

- PROPOSED BUILDING
- LIGHT DUTY ASPHALTIC PAVEMENT (1 3/4" 4 LT 58 28 S SURFACE COURSE, 2 1/4" 3 LT 58 28 S BINDER COURSE, WITH 12" CRUSHED AGGREGATE BASE COURSE)
- PROPOSED CONCRETE PAVEMENT (7" CONCRETE OVER 8" CRUSHED AGGREGATE BASE COURSE)
- PROPOSED CONCRETE SIDEWALK (5" CONCRETE SIDEWALK ON 6" CRUSHED AGGREGATE BASE COURSE)

RUEKERT/MIELKE TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED MATERIALS SUCH AS, BUT NOT LIMITED TO, FOUNDATIONS, WELLS, SEPTIC, HOLDING TANKS, UTILITIES, HAZARDOUS MATERIALS, OR ANY OTHER ITEMS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A REASONABLE INSPECTION.

PURSUANT TO WISCONSIN STATUTE 182.0175, AVAILABLE DATA ON UNDERGROUND STRUCTURES, CONDUIT AND PIPES HAS BEEN SHOWN ON THIS MAP. THE LOCATIONS SHOWN HAVE BEEN COMPILED FROM A COMBINATION OF EXISTING UTILITY MAPS AND MARKINGS PLACED IN THE FIELD FOR THE VARIOUS FACILITIES BY "DIGGERS HOTLINE" (TICKET NO.) SHALL NOT BE TAKEN AS CONCLUSIVE. FIELD VERIFICATION SHALL BE REQUIRED BEFORE ANY EXCAVATION.

ISSUED FOR CONSTRUCTION

REVISIONS 1 2 3 4 5 6 7 8 9

Ruekert • Mielke
Waukesha • Kenosha • Madison
Global Water Center • Fox Valley
www.ruekertmielke.com

FREDDY'S OSHKOSH
PROPOSED SITE PLAN
CITY OF OSHKOSH
WINNEBAGO COUNTY, WI

© COPYRIGHT 2023
RUEKERT & MIELKE INC.

DESIGNED BY:
DRAFTED BY: BWH
CHECKED BY:
DATE: DECEMBER 2023
FILE NO. 8820-10000.200

SHEET NO. C5.0

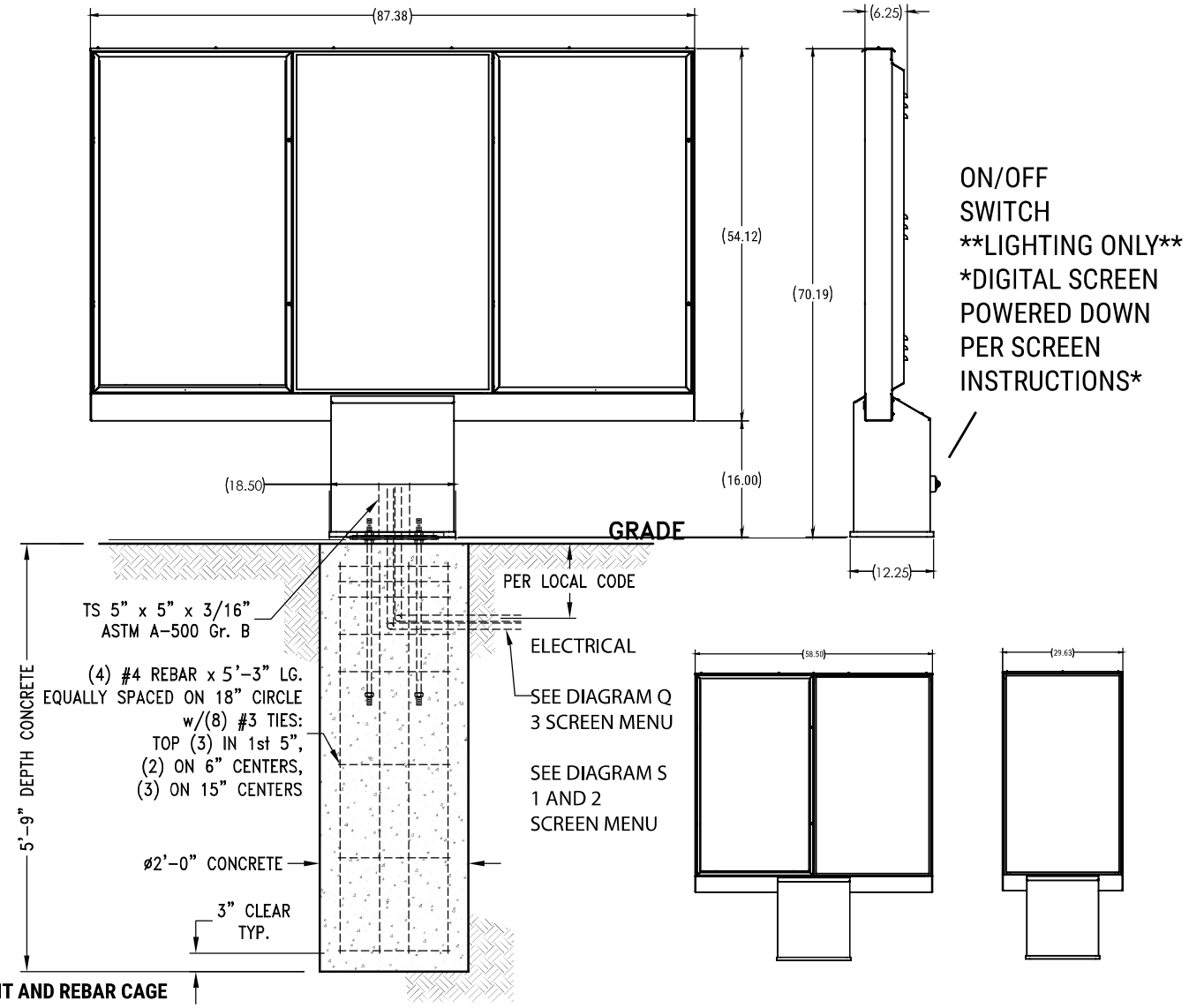
www.ruekertmielke.com

Jul 24, 2024 9:28am PLOTTED By: TRacik SAVED BY: JDove
Model: C:\Projects\8820-10000\Civil\Sheets\8820-10000-SITE.dwg Layout: C5.0 Site Plan
XREFS: Cdata: Pmbac RM2024c RALOGO-BRAND1 CPRCSE: Pvista: Pvista - Hatch: Labels
Data: _WWH1000 Freddy's Oshkosh\Design\Site Plan.dwg

DT FLEX SAMSUNG INSTRUCTIONS

INSTALL FOUNDATION AND LOCATION	PAGES 2-5
ELECTRICAL WIRING	PAGES 6
INSTALL SCREENS	PAGES 7-9
INSTALL GRAPHICS	PAGES 10

ONCE INSTALLED DO NOT TURN OFF POWER TO SYSTEM WITHOUT TURNING POWER OFF EACH DIGITAL SCREEN VIA REMOTE. SEE DIGITAL SCREEN INSTRUCTIONS (PACKED 1 PER SCREEN) FOR MORE INFORMATION

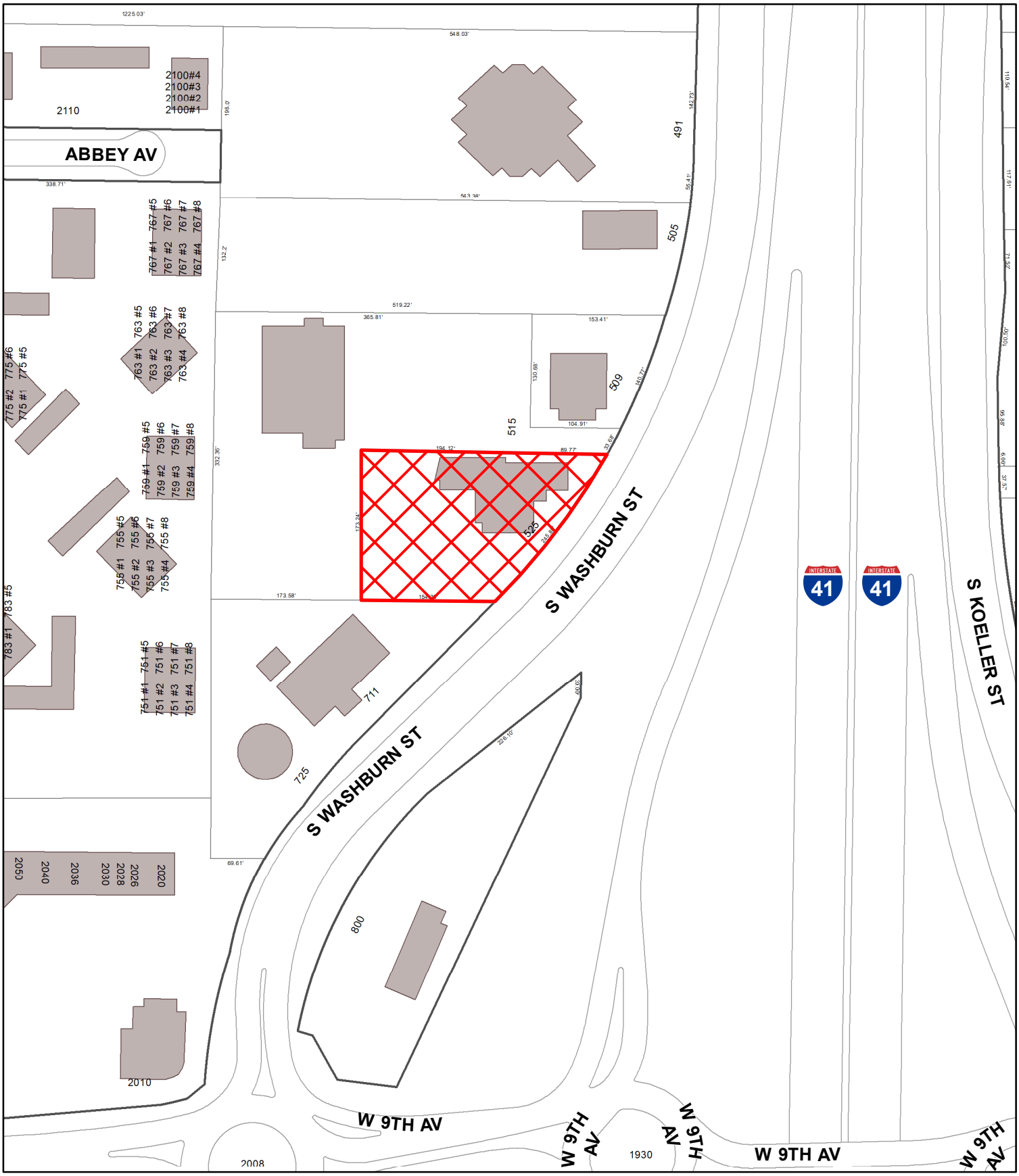


SIP AMENDMENT
525 S WASHBURN ST
PC: 12-3-2024

PARK PLACE HOLDINGS LLC
1674 EISENHOWER RD
DE PERE WI 54115-8145

GLOBUS LLC ATTN: RYAN
300 E WASHINGTON ST STE 2A
APPLETON WI 54911-5468

LARJEN LLC
509 S WASHBURN ST
OSHKOSH WI 54904-7949



BASE MAP
525 S WASHBURN ST

N

1 in = 0.03 mi

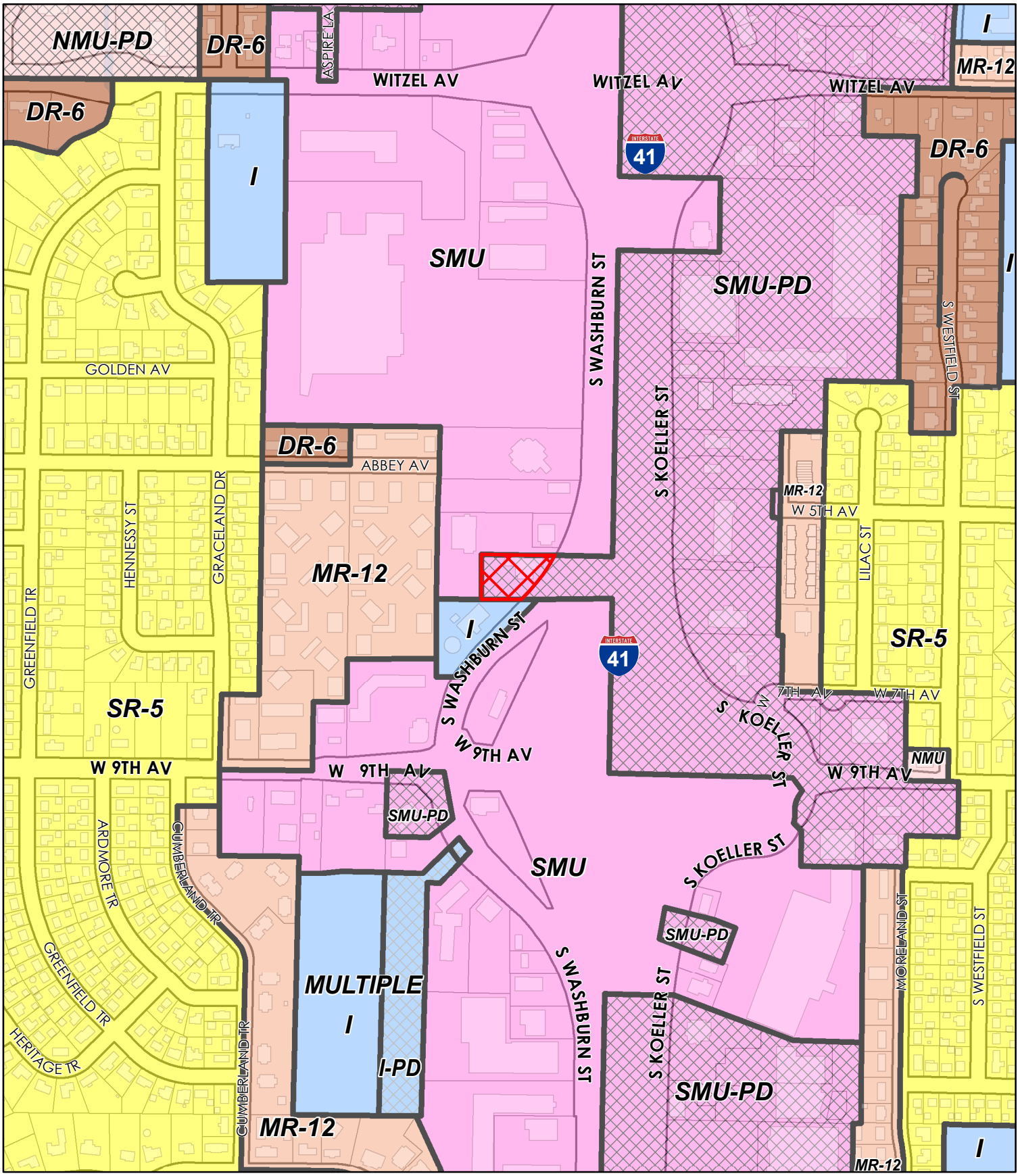
1 in = 150 ft

Printing Date: 11/4/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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ZONING MAP
525 S WASHBURN ST

N

1 in = 0.09 mi

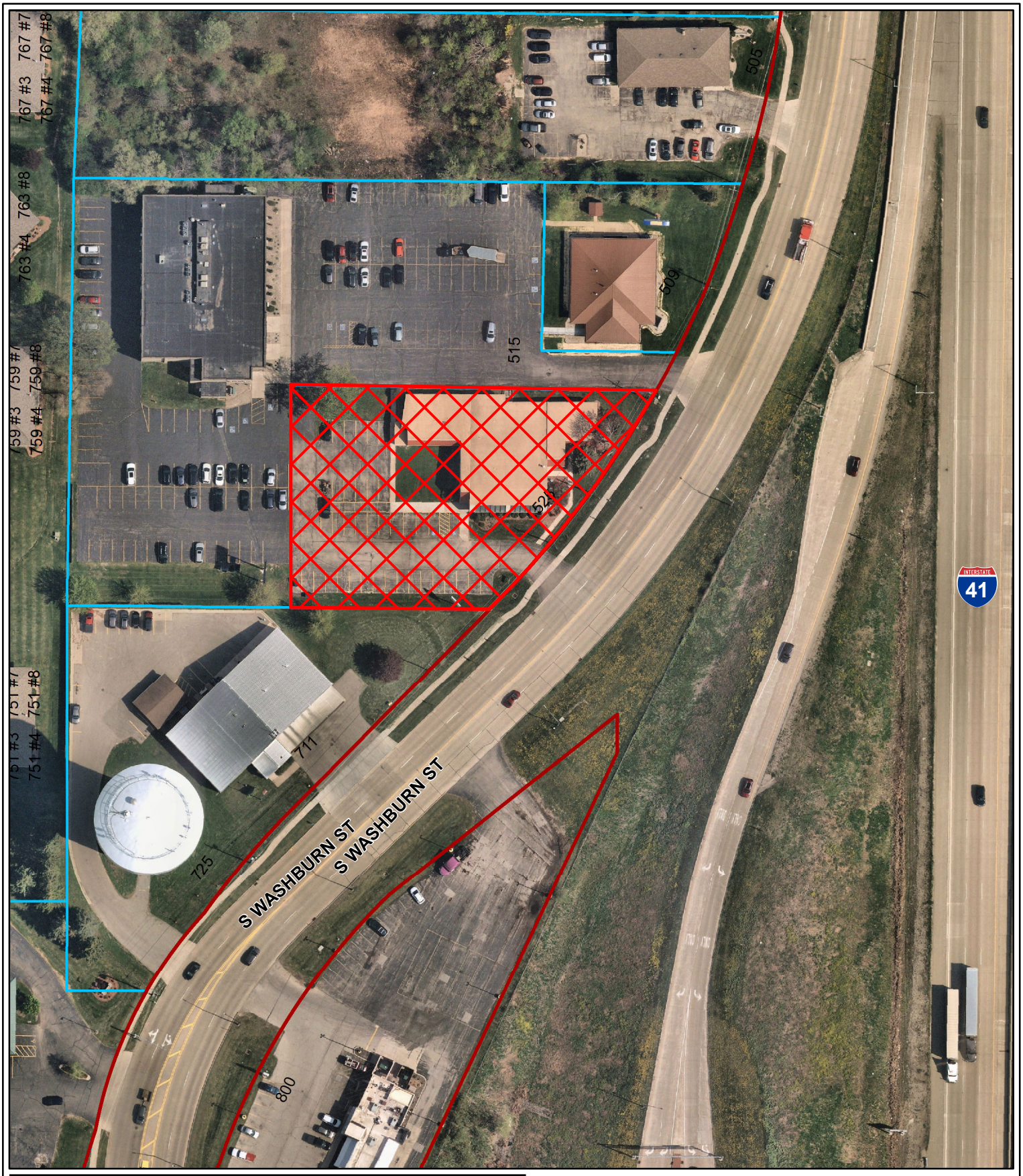
1 in = 500 ft

Printing Date: 11/4/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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AERIAL MAP
525 S WASHBURN ST

N

1 in = 0.02 mi
1 in = 100 ft

Printing Date: 11/4/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-661 Approve Land Acquisitions from Part of 110 Algoma Boulevard and 138 Algoma Boulevard (Plan Commission Recommends Approval)

BACKGROUND

This request involves acquisition of a triangular piece of property at the northwest corner of 110 Algoma Boulevard, east of the 400 West Parking Lot. The City is proposing a land swap which will correct a lot line discrepancy between the two properties. In late 2023, the parking lot was resurfaced and the City deemed it necessary to rectify a number of outstanding property-related issues.

The 400 Block West Parking Lot was constructed to its current configuration in 1996 after vacation of a railroad corridor that ran north-south through the property. In late 2023, the parking lot was resurfaced and the City deemed necessary to rectify a number of outstanding property-related issues.

The parking lot provides public parking for businesses and visitors to the downtown. The surrounding area is part of Oshkosh's Central City containing numerous services, retail, food, institutional and residential establishments.

ANALYSIS

In 1865, Cotrill's Subdivision of Lot 1, Block 44 was recorded which created the original lot for what would be 110 Algoma Boulevard (Lot 9). The northeasterly line coming off Algoma Boulevard was not perpendicular, but angled approximately 78° from Algoma Boulevard. The Algoma Building, constructed in 1889, was built with its northwesterly wall perpendicular to Algoma Boulevard and crossed over the original lot line. In 1894, Leach's Atlas of Oshkosh was recorded and corrected Cotrill's original lot line by matching the Algoma Building's wall. However, real estate deeds were not corrected to reference Leach's Map. This affects Lot 9 (Algoma Building) and Lot 10 (400 Block West Parking Lot) as the lots, as recorded, use Cotrill's map. A portion of the Algoma Building is located on City property while a portion of City sidewalk is located on the Algoma Building's property.

RECOMMENDATION

The Plan Commission recommended approval of the requested Land Acquisition on December 3, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-661
Land Acquisitions for the 400 Block West Parking Lot

12/10/2024 24-661 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE LAND ACQUISITIONS FROM PART OF 110 ALGOMA BOULEVARD AND 138 ALGOMA BOULEVARD

INITIATED BY: CITY OF OSHKOSH

PLAN COMMISSION RECOMMENDATION: Approved

WHEREAS, the Department of Community Development has determined it is in the best interest of the City of Oshkosh to acquire additional land for the purpose of a land swap between 110 Algoma Boulevard and the City parking lot property to rectify outstanding property-related issues; and

WHEREAS, completion of said project requires the acquisition of two partial properties; one located at the northwestern corner of 110 Algoma Boulevard consisting of 120 square foot triangular piece, and the other located at the southeasterly portion of 138 Algoma Boulevard consisting of 1,802 square foot measuring approximately ten feet wide by 180 feet deep.

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 acquire two partial properties located at 110 Algoma Boulevard and 138 Algoma Boulevard, per the attached map, for the purpose of a land swap between 110 Algoma Boulevard and the City parking lot property to rectify outstanding property-related issues.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to acquire said properties and execute any and all documents necessary to consummate this transaction.

ITEM: **APPROVE LAND ACQUISITIONS FROM PART OF 110 ALGOMA BOULEVARD AND 138 ALGOMA BOULEVARD**

Plan Commission meeting of December 3, 2024.

GENERAL INFORMATION

Applicant: City of Oshkosh
Owners: Hoopman & Co. Downtown LLC and Stapel Properties LLC

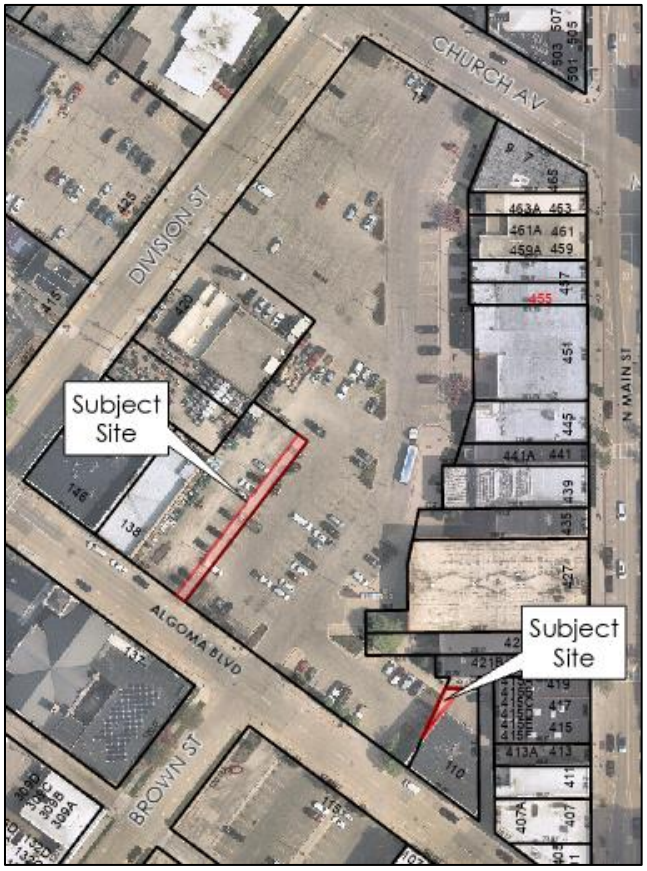
Actions Requested:

The City of Oshkosh is requesting approval of two land acquisitions from parts of 110 Algoma Boulevard and 138 Algoma Boulevard.

Applicable Ordinance Provisions: N/A

Property Location and Background Information:

This request involves part of two properties: Acquisition of a triangular piece of property at the northwest corner of 110 Algoma Boulevard and acquisition of a strip of land along the easterly portion of 138 Algoma Boulevard. Both of these properties are adjacent to the City-owned 400 Block West Parking Lot. In late 2023, the parking lot was resurfaced and the City deemed necessary to rectify a number of outstanding property-related issues. This includes:

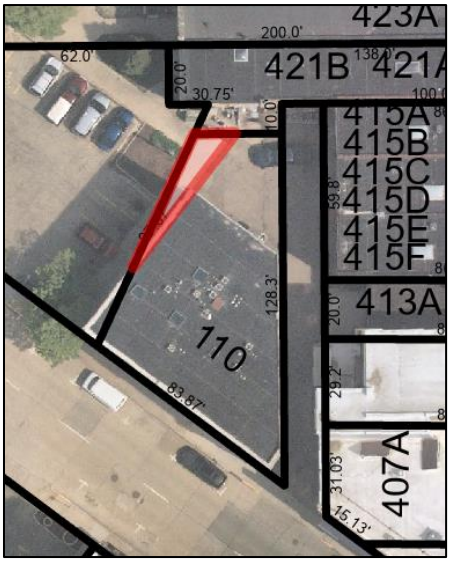


1. The vacations of Ivy Place and an alley which were no longer needed and to eliminate a number of nonconforming situations. The vacations were approved by Council on March 12, 2024 (Res 24-103).
2. Access easements between the City and Stapel Properties LLC located at 420 Division Street. This involves a portion of the recently vacated Ivy Place.
3. The acquisition of part of 138 Algoma Boulevard: Part of the City's parking lot encroaches onto the property which is owned by Stapel Properties, LLC. This was formerly handled by a renewing lease agreement drafted in the 1990's.

4. The acquisition of part of 110 Algoma Boulevard: Conflicting legal descriptions dating back to the late 1800s has put the location of a common lot line into question.
5. A land disposition from the parking lot property to 110 Algoma Boulevard. This is related to item number 4 above.
6. A number of access easements are proposed to be granted to the City for the rear accesses to buildings along the 400 Block of North Main Street.

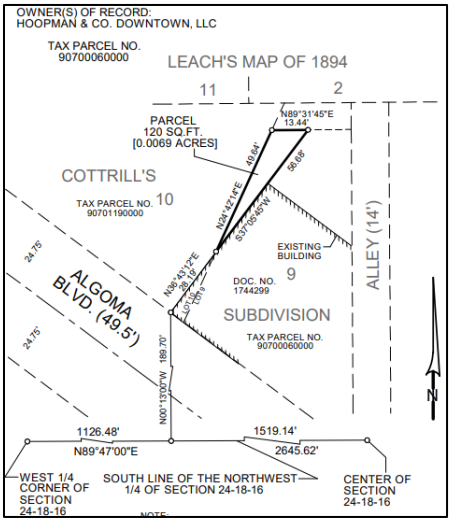
The 400 Block West Parking Lot was constructed to its current configuration in 1996 after vacation of a railroad corridor that ran north-south through the property. The parking lot provides public parking for businesses and visitors to the downtown. The surrounding area is part of Oshkosh's Central City containing numerous service, retail, food, institutional and residential establishments.

ANALYSIS



110 Algoma Boulevard

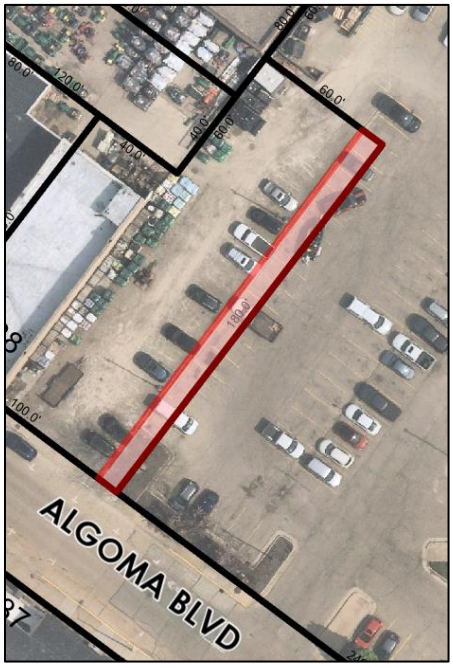
In 1865, Cotrill's Subdivision of Lot 1, Block 44 was recorded which created the original lot for what would be 110 Algoma Boulevard (Lot 9). The northeasterly line coming off Algoma Boulevard was not perpendicular, but angled approximately 78° from Algoma Boulevard. The Algoma Building, constructed in 1889, was built with its northwesterly wall perpendicular to Algoma Boulevard and crossed over the original lot line. In 1894, Leach's Atlas of Oshkosh was recorded and corrected Cotrill's original lot line by matching the Algoma Building's wall. However, real estate deeds were not corrected to reference Leach's Map. This affects Lot 9 (Algoma Building) and Lot 10 (400 Block West Parking Lot) as the lots, as recorded, use Cotrill's map. A portion of the Algoma Building is located on City property while a portion of City sidewalk is located on the Algoma Building's property.



To rectify this, the City is proposing a land swap between 110 Algoma Boulevard and the City parking lot property. The swap includes City acquisition of a 120 square foot triangular piece of 110 Algoma Boulevard and disposition of a triangular piece of the City-owned parking lot property to 110 Algoma Boulevard (Item VI). This will "straighten" the common lot line as depicted on Leach's Map.

The owner of 110 Algoma Boulevard has been made aware of the situation and is agreeable to the land swap. The Attorney's Office has prepared necessary documents for the land transfers.

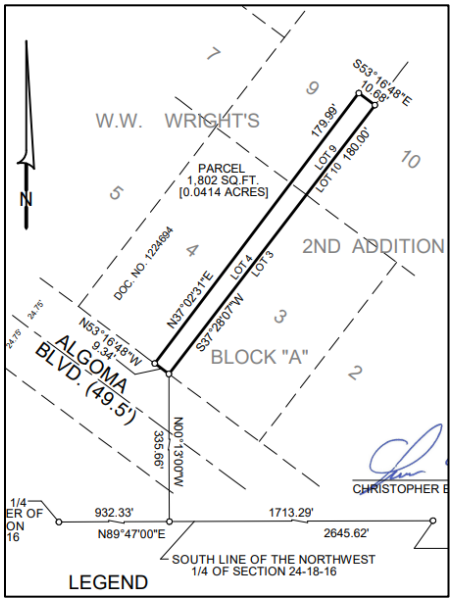
138 Algoma Boulevard



When the 400 Block West Parking Lot was constructed in 1996, the City wanted to maximize the amount of parking. To gain an additional 18 stalls along the southwest perimeter the City approached James Stapel, owner of 138 Algoma Boulevard, to utilize land from his property. The City needed an additional ten feet of land to accommodate code-compliant stalls and drive aisles. Instead of acquiring the property, the City leases the property which automatically renews yearly.

Obviously, this created several nonconforming issues including zero-foot setbacks and a having a public parking lot partially located on a private commercial property. To rectify this the City approached Mr. Stapel about acquiring this portion of the property upon which he agreed.

The location of the proposed acquisition located along the southeasterly portion of the 138 Algoma Boulevard property. The size will be 1,802 square feet, measuring approximately ten feet wide by 180 feet deep.



If at any time the City sells the parking lot property or if the property is no longer used as a public parking lot within 20 years, the land will revert back to its original owner. This reverter clause only applies to the 138 Algoma Boulevard land acquisition.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the two land acquisitions of part of 110 and 138 Algoma Boulevard as proposed.

Plan Commission recommends approval of the requested partial land acquisitions on December 3, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Mr. Nichols, Mr. Belville, Ms. Davey, Mr. Loewenstein, Ms. Scheuermann, and Mr. Perry reported visiting the site.

Staff report accepted as part of the record.

The City of Oshkosh is requesting approval of two land acquisitions from parts of 110 Algoma Boulevard and 138 Algoma Boulevard.

Mr. Nau presented the items and reviewed the site and surrounding area as well as the land use and zoning classifications in this area. This request involves part of two properties: Acquisition of a triangular piece of property at the northwest corner of 110 Algoma Boulevard and acquisition of a strip of land along the easterly portion of 138 Algoma Boulevard.

Back when the parking lot was constructed to its current configuration in 1996, the City got into a lease agreement with the owner of 138 Algoma Boulevard to partially pave over and provide parking stalls on 138 Algoma's property. With the reconstruction last year, the City thought this was a good opportunity to clean up the land records, so we approached the property owner, Jim Staple of Staple Properties LLC. He was in agreement and is willing to dispose of this strip of land to the city. I failed to mention in the last staff report, we've been in contact with the owner of 110 Algoma, which is Hoopman & Co. Downtown LLC, and they're in agreement to clean up the existing lot line inconsistency.

Staff recommends approval of the two land acquisitions as proposed.

Mr. Perry opened up technical questions to staff.

Mr. Loewenstein asked about how the strip was divided in its current manner.

Mr. Nau explained that this wasn't a discrepancy. To optimize parking lot design, a 24-foot drive aisle and 18-foot stall depth is required. The City approached Mr. Staple, the owner at the time, and he agreed to allow paving over part of his property to create additional stalls. Without this arrangement, the extra stalls wouldn't exist.

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

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

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 Scheuermann.

Mr. Perry asked if there was any discussion on the motion.

Motion carried 7-0.



SITE PLAN

N

1 in = 0.01 mi

1 in = 60 ft

Printing Date: 11/27/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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LAND ACQUISITIONS
PC: 12-3-2024

CODY R PYFER
ERICA P MULLOY
411 N MAIN ST
OSHKOSH WI 54901-4907

BRADFORD C BRITTON
1121 HAZEL ST
OSHKOSH WI 54901-4059

DOWNTOWN NBHD ASSOC
EMAILED

BAERBROTHER LLC
401 N MAIN ST
OSHKOSH WI 54901-4907

JOSEPH F KRUMRICH ETAL
403 ANGLESEY RD
WALES WI 53183-9785

STAPEL PROPERTIES LLC
427 N MAIN ST
OSHKOSH WI 54901-4907

TYVM FOR THE MONEY LLC
C/O SCOTT DERCKS
407 N MAIN ST
OSHKOSH WI 54901-4907

HOOPMANS DOWNTOWN LL
PO BOX 1099
OSHKOSH WI 54903-1099

ESCAPE RENTALS LLC
C/O REBECCA EVALYN GRAF
873 JACKSON AVE
OMRO WI 54963-1786



BASE MAP

N

1 in = 0.02 mi

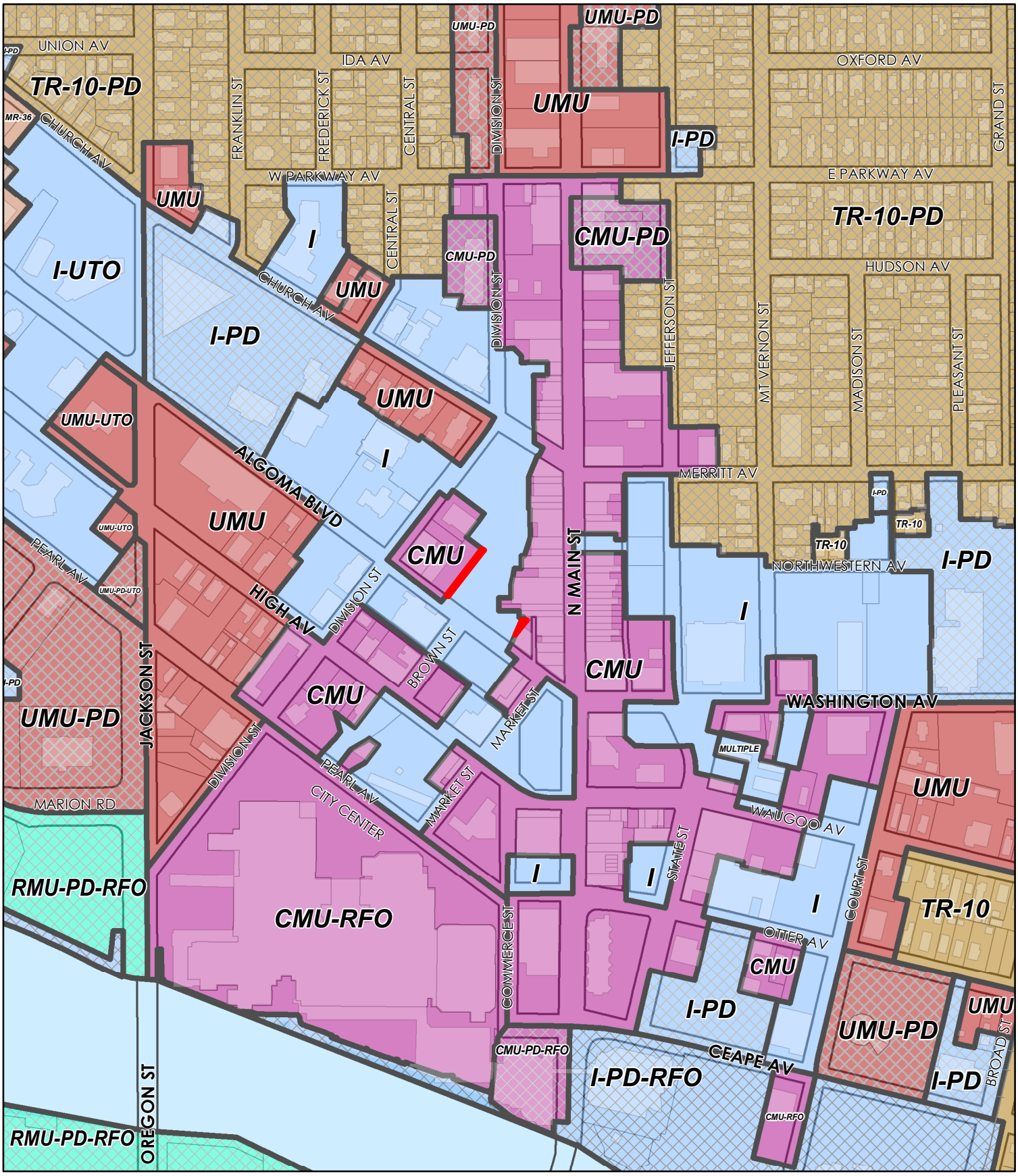
1 in = 120 ft

Printing Date: 11/27/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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ZONING MAP

N

1 in = 0.08 mi

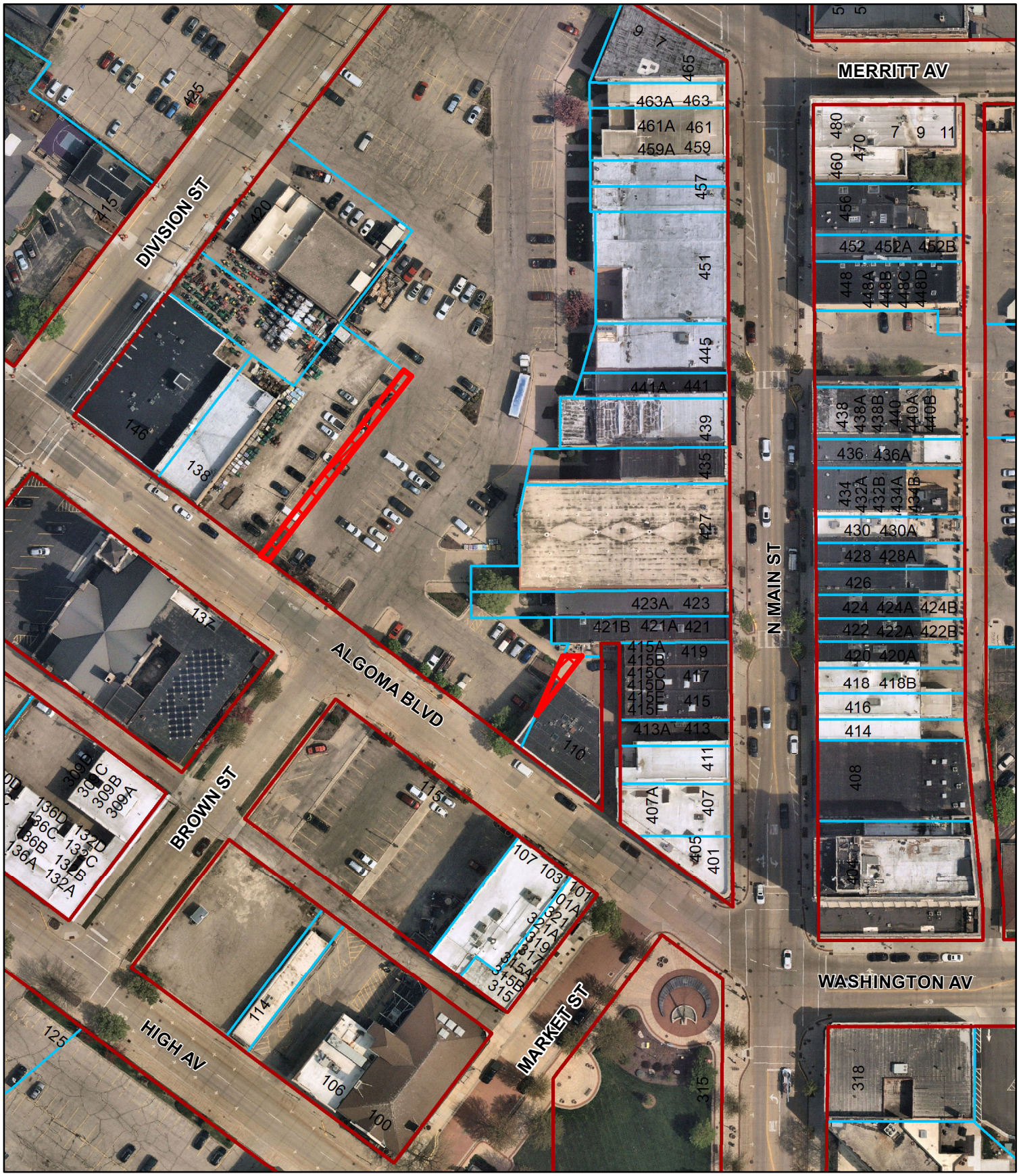
1 in = 400 ft

Printing Date: 11/27/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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AERIAL MAP

N

1 in = 0.02 mi

1 in = 100 ft

Printing Date: 11/27/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-662 Approve Land Disposition of Part of 17 Church Avenue (400 Block West Parking Lot) to 110 Algoma Boulevard (Plan Commission Recommends Approval)

BACKGROUND

This request involves part of City-owned property: the disposition of a triangular piece of property at the southeast corner of 17 Church Avenue which is part of the 400 West Parking Lot. This property is adjacent to 110 Algoma Boulevard, in which the City is proposing a land swap which will correct a lot line discrepancy between the two properties. In late 2023, the parking lot was resurfaced, and the City deemed it necessary to rectify a number of outstanding property-related issues.

The 400 Block West Parking Lot was constructed to its current configuration in 1996 after vacation of a railroad corridor that ran north-south through the property. The parking lot provides public parking for businesses and visitors to the downtown. The surrounding area is part of Oshkosh's Central City containing numerous services, retail, food, institutional and residential establishments.

ANALYSIS

In 1865, Cotrill's Subdivision of Lot 1, Block 44 was recorded which created the original lot for what would be 110 Algoma Boulevard (Lot 9). The northeasterly line coming off Algoma Boulevard was not perpendicular, but angled approximately 78° from Algoma Boulevard. The Algoma Building, constructed in 1889, was built with its northwesterly wall perpendicular to Algoma Boulevard and crossed over the original lot line. In 1894, Leach's Atlas of Oshkosh was recorded and corrected Cotrill's original lot line by matching the Algoma Building's wall. However, real estate deeds were not corrected to reference Leach's Map. This affects Lot 9 (Algoma Building) and Lot 10 (400 Block West Parking Lot) as the lots, as recorded, use Cotrill's map. A portion of the Algoma Building is located on City property while a portion of City sidewalk is located on the Algoma Building's property.

RECOMMENDATION

The Plan Commission recommended approval of the requested Land Disposition on December 3, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-662
Land Disposition from the 400 Block West Parking Lot

12/10/2024 24-662 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE LAND DISPOSITION OF PART OF 17 CHURCH AVENUE (400 BLOCK WEST PARKING LOT) TO 110 ALGOMA BOULEVARD

INITIATED BY: CITY OF OSHKOSH

PLAN COMMISSION RECOMMENDATION: Approved

WHEREAS, the Plan Commission finds that the land disposition of part of 17 Church Avenue (400 block west parking lot) is deemed the purpose of a land swap between 110 Algoma Boulevard and the City parking lot property to rectify outstanding property-related issues. This is also supported by the staff report

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the 85 square foot triangular piece of parking lot property at 17 Church Ace (400 block west parking lot) is hereby declared necessary to dispose to 110 Algoma Boulevard as part of a land swap agreement.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to acquire said properties and execute any and all documents necessary to consummate this transaction.

ITEM: **APPROVE LAND DISPOSITION OF PART OF 17 CHURCH AVENUE (400 BLOCK WEST PARKING LOT) TO 110 ALGOMA BOULEVARD**

Plan Commission meeting of December 3, 2024.

GENERAL INFORMATION

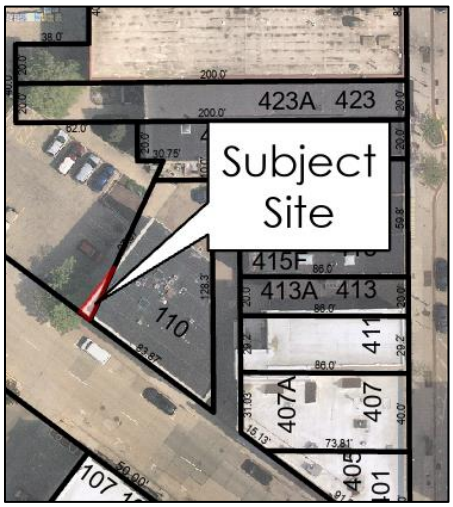
Applicant/Owner: City of Oshkosh

Actions Requested:

The City of Oshkosh is requesting approval of land disposition of part of 17 Church Avenue (400 Block West Parking Lot) to 110 Algoma Boulevard.

Applicable Ordinance Provisions: N/A

Property Location and Background Information:

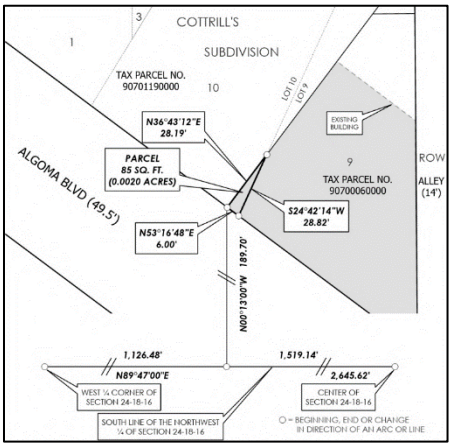


This request involves part of City-owned property: Disposition of a triangular piece of property at the southeast corner of 17 Church Avenue which is part of the 400 West Parking Lot. This property is adjacent to 110 Algoma Boulevard, in which the City is proposing a land swap which will correct a lot line discrepancy between the two properties. In late 2023 the parking lot was resurfaced and the City deemed necessary to rectify a number of outstanding property-related issues. This includes:

1. The vacations of Ivy Place and an alley which were no longer needed and to eliminate a number of nonconforming situations. The vacations were approved by Council on March 12, 2024 (Res 24-103).
2. Access easements between the City and Stapel Properties, LLC located at 420 Division Street. This involves a portion of the recently vacated Ivy Place.
3. The acquisition of part of 138 Algoma Boulevard: Part of the City's parking lot encroaches onto the property which is owned by Stapel Properties LLC. This was formerly handled by a renewing lease agreement drafted in the 1990's.
4. The acquisition of part of 110 Algoma Boulevard: Conflicting legal descriptions dating back to the late 1800s has put the location of a common lot line into question.
5. A land disposition from the parking lot property to 110 Algoma Boulevard. This is related to item number 4 above.
6. A number of access easements are proposed to be granted to the City for the rear accesses to buildings along the 400 Block of North Main Street.

The 400 Block West Parking Lot was constructed to its current configuration in 1996 after vacation of a railroad corridor that ran north-south through the property. The parking lot provides public parking for businesses and visitors to the downtown. The surrounding area is part of Oshkosh's Central City containing numerous service, retail, food, institutional and residential establishments.

ANALYSIS



In 1865, Cotrill's Subdivision of Lot 1, Block 44 was recorded which created the original lot for what would be 110 Algoma Boulevard (Lot 9). The northeasterly line coming off Algoma Boulevard was not perpendicular, but angled approximately 78° from Algoma Boulevard. The Algoma Building, constructed in 1889, was built with its northwesterly wall perpendicular to Algoma Boulevard and crossed over the original lot line. In 1894, Leach's Atlas of Oshkosh was recorded and corrected Cotrill's original lot line by matching the Algoma Building's wall. However, real estate deeds were not corrected to reference Leach's Map. This affects Lot 9 (Algoma Building) and Lot 10 (400 Block West Parking Lot) as the lots, as recorded, use Cotrill's map. A portion of the Algoma Building is located on City property while a portion of City sidewalk is located on the Algoma Building's property.

To rectify this, the City is proposing a land swap between 110 Algoma Boulevard and the City parking lot property. The swap includes City acquisition of a 120 square foot triangular piece of 110 Algoma Boulevard and disposition of an 85 square foot triangular piece of the City-owned parking lot property to 110 Algoma Boulevard (Item VII). This will "straighten" the common lot line as depicted on Leach's Map.

The owner of 110 Algoma Boulevard has been made aware of the situation and is agreeable to the land swap. The Attorney's Office has prepared necessary documents for the land transfers.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the land disposition of part of 17 Church Avenue (400 Block West Parking Lot) as proposed.

Plan Commission recommends approval of the requested land disposition on December 3, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Mr. Nichols, Mr. Belville, Ms. Davey, Mr. Loewenstein, Ms. Scheuermann, and Mr. Perry reported visiting the site.

Staff report accepted as part of the record.

The City of Oshkosh is requesting approval of land disposition of part of 17 Church Avenue (400 Block West Parking Lot) to 110 Algoma Boulevard.

Mr. Nau presented the items and reviewed the site and surrounding area as well as the land use and zoning classifications in this area. City staff is trying to clean up the land records for the area. This began earlier this year with the vacation of Ivy Place in an unused alley located along the backs of the 400 block of North Main Street.

The 400 Block West Parking Lot was constructed to its current configuration in 1996 and resurfaced late last year. The parking lot provides public parking for businesses and visitors to the downtown. The surrounding area is part of Oshkosh's Central City containing numerous service, retail, food, institutional and residential establishments.
In 1865, Cotrill's Subdivision of Lot 1, Block 44 was recorded which created the original lot for what would be 110 Algoma Boulevard (Lot 9). The northeasterly line coming off Algoma Boulevard was not perpendicular, but angled approximately 78° from Algoma Boulevard. The Algoma Building, constructed in 1889, was built with its northwesterly wall perpendicular to Algoma Boulevard and crossed over the original lot line. In 1894, Leach's Atlas of Oshkosh was recorded and corrected Cotrill's original lot line by matching the Algoma Building's wall. However, real estate deeds were not corrected to reference Leach's Map. This affects Lot 9 (Algoma Building) and Lot 10 (400 Block West Parking Lot) as the lots, as recorded, use Cotrill's map. A portion of the Algoma Building is located on City property while a portion of City sidewalk is located on the Algoma Building's property.

To rectify this, the City is proposing a land swap between 110 Algoma Boulevard and the City parking lot property. The swap includes City acquisition of a 120 square foot triangular piece of 110 Algoma Boulevard and disposition of an 85 square foot triangular piece of the City-owned parking lot property to 110 Algoma Boulevard (Item VII). This will "straighten" the common lot line as depicted on Leach's Map.

Staff recommends approval of the land disposition as proposed.

Mr. Perry opened up technical questions to staff.

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

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

Mr. Perry closed public comment.

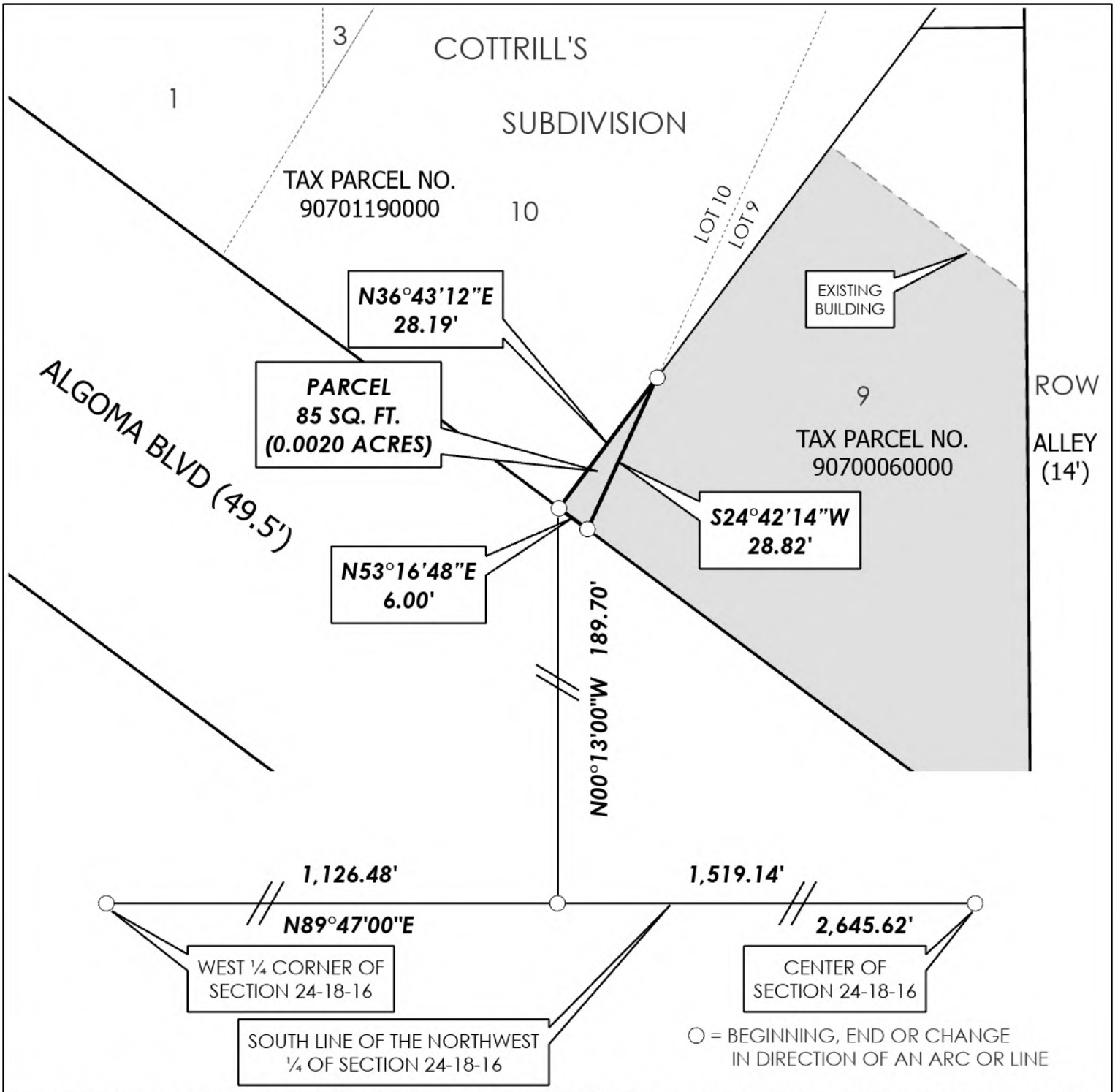
There was no closing statement from the applicant.

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

Seconded by Scheuermann.

Mr. Perry asked if there was any discussion on the motion.

Motion carried 7-0.



BEING PART OF LOT 10 OF COTTRILL'S SUBDIVISION, LOCATED IN GOVERNMENT LOT 1 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ¼ CORNER OF SECTION 24; THENCE N89°47'00"E, 1126.48 FEET ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 24; THENCE N00°13'00"W, 189.70 FEET TO THE MOST WESTERLY CORNER OF LANDS DESCRIBED IN DOCUMENT NO. 1744299 AND THE POINT OF BEGINNING; THENCE N36°43'12"E, 28.19 FEET ALONG THE NORTHWEST LINE OF SAID DESCRIBED LANDS TO THE WEST LINE OF LOT 9 OF COTTRILL'S SUBDIVISION; THENCE S24°42'14"W, 28.82 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF ALGOMA BOULEVARD; THENCE N53°16'48"E, 6.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

LAND TRANSFER FROM THE CITY OF OSHKOSH TO HOOPMAN & CO. DOWNTOWN, LLC

1 inch equals 20 feet

1 inch equals 0.004 miles

10 5 0 10 20

Feet

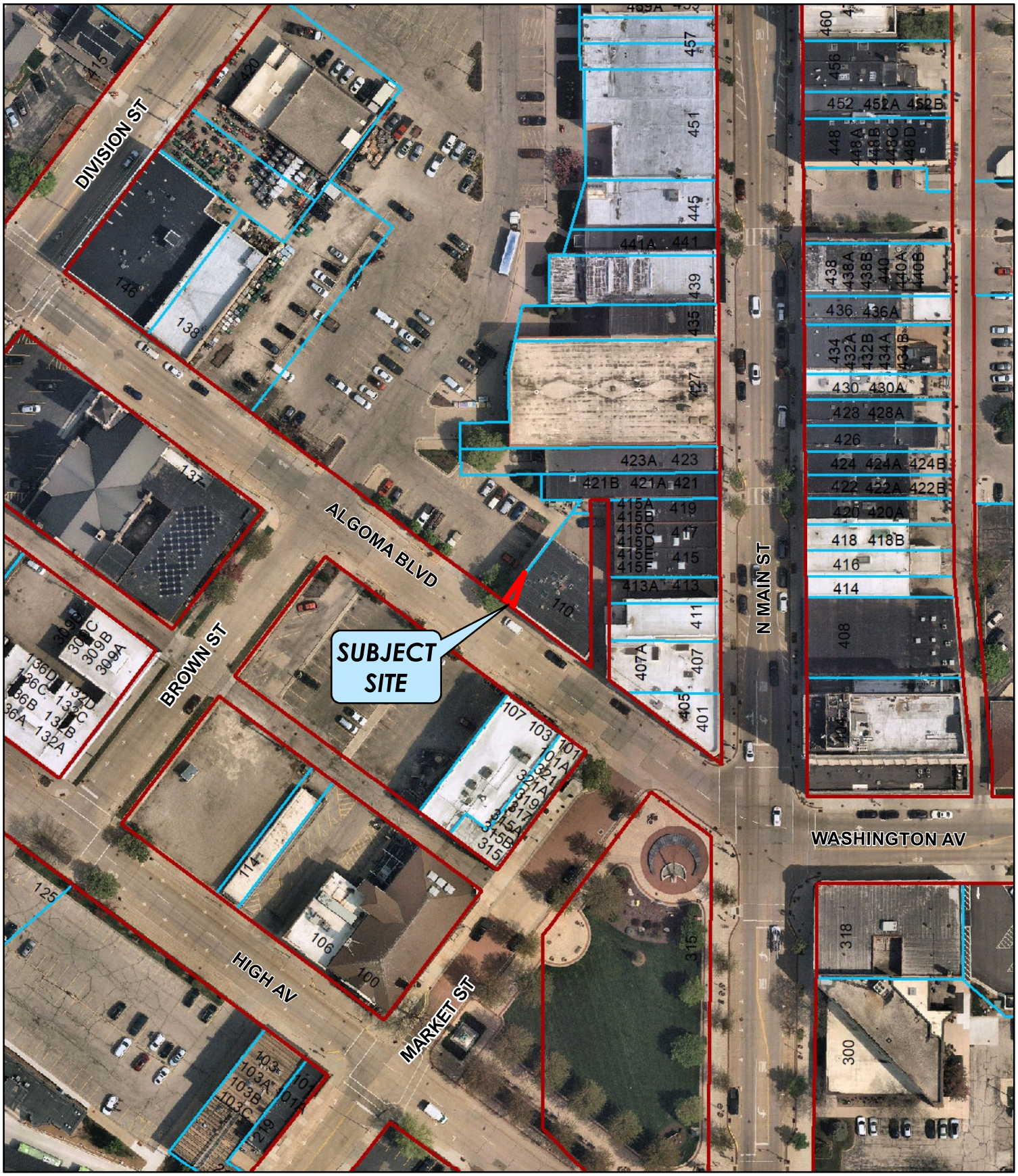
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City of Oshkosh

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Printing Date: 11/13/2024

Prepared by: City of Oshkosh, WI



SITE PLAN

N

1 in = 0.02 mi

1 in = 100 ft

Printing Date: 11/13/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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LAND DISPOSITION
PC: 12-3-2024

BAERBROTHER LLC
401 N MAIN ST
OSHKOSH WI 54901-4907

TYVM FOR THE MONEY LLC
C/O SCOTT DERCKS
407 N MAIN ST
OSHKOSH WI 54901-4907

CODY R PYFER
ERICA P MULLOY
411 N MAIN ST
OSHKOSH WI 54901-4907

JOSEPH F KRUMRICH ETAL
403 ANGLESEY RD
WALES WI 53183-9785

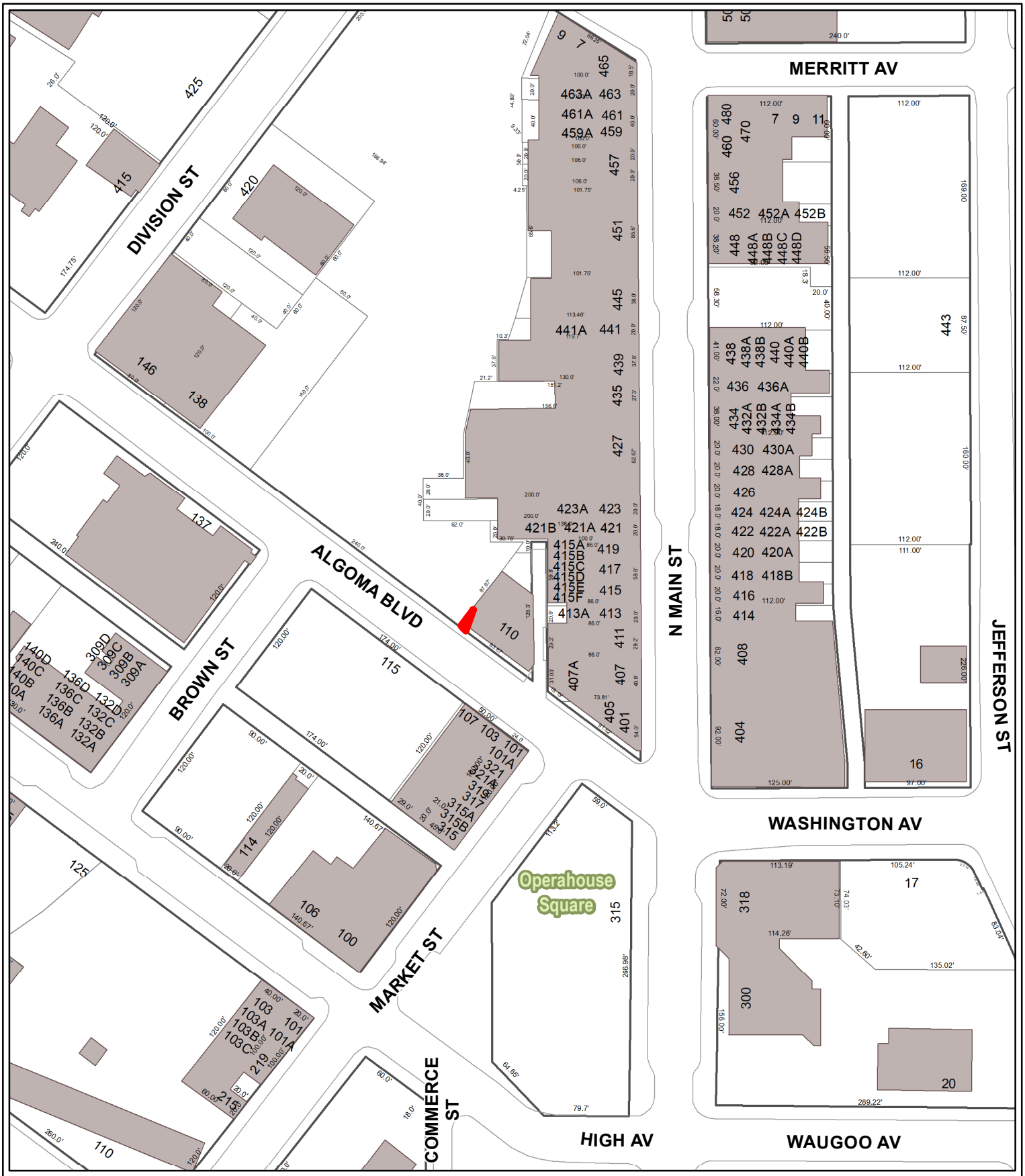
HOOPMANS DOWNTOWN LL
PO BOX 1099
OSHKOSH WI 54903-1099

BRADFORD C BRITTON
1121 HAZEL ST
OSHKOSH WI 54901-4059

STAPEL PROPERTIES LLC
427 N MAIN ST
OSHKOSH WI 54901-4907

ESCAPE RENTALS LLC
C/O REBECCA EVALYN GRAF
873 JACKSON AVE
OMRO WI 54963-1786

DOWNTOWN NBHD ASSOC
EMAILED



BASE MAP

N

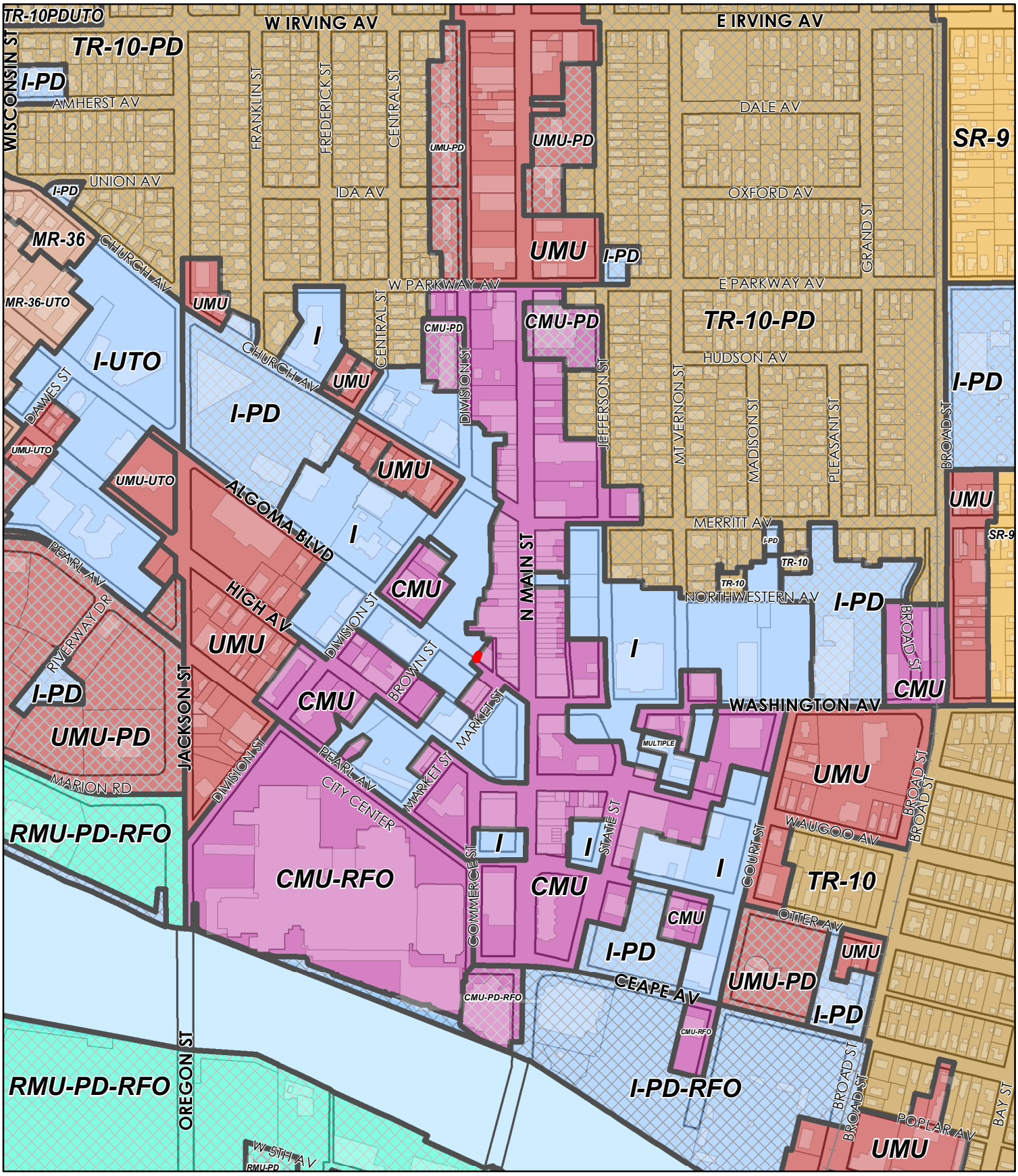
1 in = 0.02 mi

1 in = 120 ft

Printing Date: 11/14/2024

Prepared by: City of Oshkosh, WI

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ZONING MAP

N

1 in = 0.09 mi

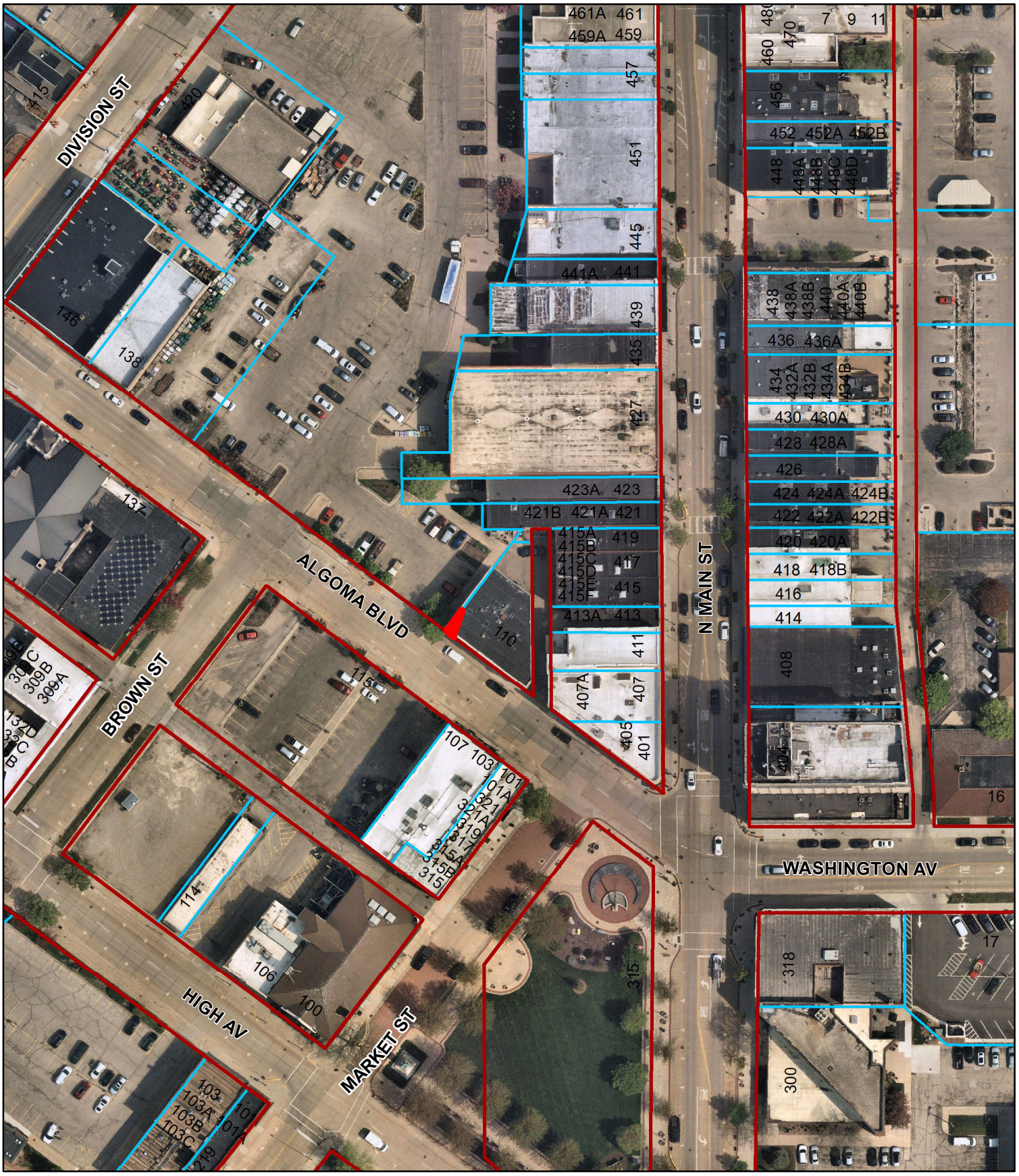
1 in = 500 ft

Printing Date: 11/14/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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AERIAL MAP

N

1 in = 0.02 mi

1 in = 100 ft

Printing Date: 11/14/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Diane Bartlett, City Clerk
DATE:	December 10, 2024
SUBJECT:	Res 24-663 Approve Class "B" Beer Fermented Malt Beverage

Attachments

RES 24-663
Wisco Cheese & Cheers LLC

12/10/2024 24-663 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE CLASS "B" BEER FERMENTED MALT BEVERAGE

INITIATED BY: CITY CLERK

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 designees, have conducted the necessary investigation of the following licenses as noted in their report to the City Clerk; and

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

CLASS "B" FERMENTED MALT BEVERAGE

Wisco Cheese & Cheers LLC
2167 State Road 44, Oshkosh
Agent: Melissa Jacobson

Form **AB-200**

RECEIVED
NOV 22 2024
NOV 21 2024
CITY CLERK'S OFFICE

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	$
Background Check Fee	$
Publication Fee	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
WISCO CHEESE & CHEERS LLC

2. Business Trade Name or DBA

3. FEIN
33-1756074

4. Wisconsin Seller's Permit Number
456-1031858328-02

5. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
WI

7. Date of Organization
10/31/2024

8. Wisconsin DFI Registration Number
W086174

9. Premises Address
2167 STATE RD 44 SUITE B

10. City
OSHKOSH

11. State
WI

12. Zip Code
54904

13. County
Winnebago

14. Governing Municipality: ☑ City ☐ Town ☐ Village
of: OSHKOSH

15. Aldermanic District

16. Premises Phone
(262) 960-0671

17. Premises Email
HARRY@REFUELPANTRY.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.

20. Mailing Address (if different from premises address)
1354 N. BIRD STREET

21. City
SUN PRAIRIE

22. State
WI

23. Zip Code
53590

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? ..... ☐ Yes ☐ No

Law/Ordinance Violated	Location	Trial Date

Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☑ No

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

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
KAUR	RAMANPREET	PRESIDENT	2622370958

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	First Name	M.I.
KAUR	RAMANPREET	

Title	Email	Phone
PRESIDENT	LIBERTYGASSTOP@GMAIL.COM	

Signature	Date
Ramanpreet	11/19/24

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)

TO:	Honorable Mayor and Members of the Common Council
FROM:	Diane Bartlett, City Clerk
DATE:	December 10, 2024
SUBJECT:	Res 24-664 Approve Special Class "B" License(s)

Attachments

RES 24-664
Special Class B - ACW

12/10/2024 | 24-664 | RESOLUTION

CARRIED | 7-0

PURPOSE: APPROVE SPECIAL CLASS "B" LICENSE(S)

INITIATED BY: CLERK'S DEPARTMENT

WHEREAS, an application and all required documentation for a license has been submitted, fees deposited, and all reviews required by city ordinance have been completed

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the following licenses be granted subject to satisfaction of such conditions; and subject to the fulfillment of any further conditions imposed by State Statute for issuance of such license:

Oshkosh Masonic Lodge #27
Event Name: ACW Wrestling
01/23/2025, from 5:00 pm to 11:00 pm
Location: 204 Washington Ave, Oshkosh, WI
Person in Charge: Mark Rutkowski

Name of Event: ACW Wrestling **Fee $10.00 Per Event**

APPLICATION FOR TEMPORARY CLASS "B" RETAILER'S LICENSE – CITY OF OSHKOSH

NOTE: Include a map of the requested license area Copy

The named organization applies for: (check appropriate box (es).)

☒ Temporary Class "B" license to sell fermented malt beverages at picnics/similar gatherings under s. 125.26 (6), Wis, Stats.

☒ Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51 (10), Wis. Stats.

At the premises described below during a special event said organization agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **ORGANIZATION** (Bona fide club, church, lodge or society, veteran's organization or fair association):
   (a) Name Oshkosh Masonic Lodge #27
   (b) Address 204 Washington Avenue City of Oshkosh
   (c) Date organized 12 / 15 / 1849
   (d) If corporation, give date of incorporation ____ / ____ / ____
   (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s.77.54 (7m), Wis. Stats., check here X
   (f) **Names (include middle initial) and home addresses of all officers:**
   President Nate Stiefvater 1214 West 6th Avenue, Oshkosh, WI 54902
   Vice President Mark Rutkowski, 851 Central Street, Oshkosh, WI 54901
   Secretary Mark Arend 210 Church Avenue, Oshkosh, WI 54901
   Treasurer Joel Porst 1402 North Main Street, Oshkosh, WI 54901
   (g) **Manager/person in charge of affair:** First Mark Initial K Last Rutkowski
   Date of Birth 10 / 25 / 1977 Address 851 Central Street, Oshkosh, WI 54901
   Phone No. 920-203-1258 **Class Attendance Date** ____

2. **LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD, SERVED, CONSUMED OR STORED & AREAS WHERE ALCOHOL BEVERAGE RECORDS WILL BE STORED:**
   (a) Street number ____
   (b) Do premises occupy all or part of building: Yes
   (c) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: ____

NOTE: This MUST be on file a minimum of 15 days prior to council meeting. Council meets the 2nd & 4th Tuesday of every month. 9/2021

3. **DATE & TIMES FERMENTED MALT AND/OR WINE WILL BE SOLD AT YOUR EVENT:**

Date 01 / 03 / 2025 Start: 5:00 pm End: 11:00 pm

Date____/____/____ Start: _____ End: _____

Date____/____/____ Start: _____ End: _____

Date____/____/____ Start: _____ End: _____

4. Are you aware that all beverages must be dispensed and possessed in the original container, a transparent or semi-transparent container (per municipal code-section 4-23 adopted 10/28/2003)? yes no

5. How many stations will you have at your event 1 the person in charge must be capable of supervising & controlling the alcohol sales of the venue – **IF** you have multiple stations it is suggested that there be licensed operators at each station. (Licensed operator(s) must be present at all times (ss. 125.26(6), 125.32(2))

6. Describe what precautions will be taken to prevent service and/or consumption of beer/alcohol to underaged persons Servers will also card anyone suspected of being under 50 years old.

Amplified sound or music shall not be permitted after 10:00 p.m. Sunday through Thursday and after 11:00 p.m. on Friday and Saturday evenings. This section shall not be construed to limit the authority of the police department to respond to complaints and take any appropriate action in response thereto.

REQUEST FOR:
_____WAIVER OF FENCING FOR BEER GARDEN
_____NO CARRY-INS IN A CITY PARK

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

DECLARATION

Officer:_____

Officer:_____

OR OLLLLE USE ONL

NOTE: This MUST be on file a minimum of 15 days prior to council meeting. Council meets the 2nd & 4th Tuesday of every month. 9/2021

TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Ord 24-665 Approve Request to Annex to the City from the Town of Oshkosh, 4434 Island View Drive, Parcel 01805930000 (Plan Commission Recommends Approval)

BACKGROUND

The property is located on the east side of Island View Drive approximately 400 feet south of Sunnyview Road and fronts the west shoreline of Lake Winnebago. The property contains a single-family house with attached 2-car garage. The petitioner is requesting to annex to enable a connection to City water. The existing well serving the house has failed and the owner has chosen to annex to the city versus constructing a replacement well. The Common Council approved an Annexation Agreement (Res. 24-534) which allowed the owner to connect to City water prior to officially annexing to the City to shorten the delay of restoring water to her house. The agreement stipulates that the owner will follow through with the annexation after connecting to City water. The house is currently connected to sanitary sewer owned by the Island View Sanitary District.

ANALYSIS

The proposed annexation meets Wisconsin's statutory requirements for unanimous annexations. The property is adjacent to the City to the north and south, and will eliminate a town island. The State of Wisconsin Department of Administration's Municipal Boundary Review has reviewed the petition and found the annexation to be in the public interest.

The Comprehensive Plan designates this area appropriate for Light Density Residential land uses, which is consistent with the proposed Single Family Residential-5 (SR-5) District zoning designation.

The Department of Public Works has reviewed the request and reported that the City water main is available along Island View Drive. Sanitary sewer is also located within the Island View Drive right-of-way; however, it is owned by the Island View Sanitary District. The Oshkosh Fire and Police Departments have reviewed the annexation request and do not have any concerns with providing services to this property.

RECOMMENDATION

The Plan Commission recommended approval of the requested annexation on November 19, 2024. Please see the attached staff report, meeting minutes and the Wisconsin Department of Administration's finding for more information.

Attachments

ORD 24-665
Exhibit A to Ord 24-665

Annexation - 4434 Island View Dr
DOA Letter
StampedKrommAnnexationMap
StampedUnanimousPetition
StampedZoningPetition

12/10/2024 SECOND READING	24-665	ORDINANCE
11/26/2024 FIRST READING	24-625	ORDINANCE
CARRIED	7-0	

PURPOSE: APPROVE REQUEST TO ANNEX TO THE CITY FROM THE TOWN OF OSHKOSH, 4434 ISLAND VIEW DRIVE, PARCEL 01805930000

INITIATED BY: CHRISTINE KROMM

PLAN COMMISSION RECOMMENDATION: Approved

A GENERAL ORDINANCE OF THE CITY ANNEXING CERTAIN TERRITORY FROM THE TOWN OF OSHKOSH TO THE CITY OF OSHKOSH.

The Common Council of the City of Oshkosh do ordain as follows:

WHEREAS, an annexation petition duly circulated has heretofore been signed by the owners of all the real property within such territory and all of the electors residing in said territory; and

WHEREAS, Section 66.0217(2) of the Wisconsin Statutes allows for petition to be filed without a notice of intention to circulate in an annexation by unanimous approval; and

WHERAS, said annexation petition together with a description of the territory to be annexed and a scale map showing the boundaries of such territory and its relation to the municipalities involved, having been filed with the City Clerk of the City of Oshkosh and the Town Clerk for the Town of Oshkosh; and

WHEREAS, a copy of said annexation petition together with a description of the territory to be annexed and a scale map having been mailed to the affected municipal and school district clerks and the Director of the Municipal Boundary Review of the State of Wisconsin, Department of Commerce within five (5) days of the filing of said petition; and

WHEREAS, not more than one hundred twenty (120) days have lapsed since the filing of the annexation petition; and

WHEREAS, the Director of the Municipal Boundary Review of the State of Wisconsin, Department of Commerce, has issued his opinion that the annexation is not contrary to the public interest; and

WHEREAS, the petitioners have requested that the annexation ordinance temporarily designate the classification of the annexed area for zoning purposes; and

WHEREAS, the Plan Commission of the City of Oshkosh is recommending that said property be temporarily zoned as follows: Single-Family Residential (SR-5)

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. The following described territory, pursuant to a duly filed voluntary attachment petition is hereby attached to and made part of the City of Oshkosh, a municipal corporation located in Winnebago County, more specifically to the 22ND Ward of said City and subject to Wisconsin Statutes and described in the attached "Exhibit A".

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

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

SECTION 4. Said property hereinabove described is hereby temporarily zoned as follows: Single-Family Residential (SR-5)

SECTION 5. This Ordinance shall be in full force and effect from and after its passage and publication.

SECTION 6. Publication Notice. Please take notice that the City of Oshkosh enacted Ordinance #24-665 APPROVE REQUEST TO ANNEX TO THE CITY FROM THE TOWN OF OSHKOSH, 4334 ISLAND VIEW DRIVE, PARCEL 01805930000 on December 10, 2024. The Ordinance annexed property located at 4334 Island View Drive from the Town of Oshkosh to the City of Oshkosh. The full text of the Ordinance may be obtained at the Office of the City Clerk, 215 Church Ave. and on the City's website at www.oshkoshwi.gov. Clerk's phone: (920) 236-5011.

EXHIBIT A

KROMM UNANIMOUS ANNEXATION FROM THE TOWN OF OSHKOSH

BEING PART OF GOVERNMENT LOT 1, SECTI ON 31, TOWNSHIP 19 NORTH, RANGE 17 EAST, TOWN OF OSHKOSH, WINNEBAGO COUNTY , WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FROM THE NORTH % CORNER OF SAID SECT ION 31; THENCE S8914'26"W, 4.02 FEET ALONG THE NORTH LINE OF THE NORTHWEST¼ SAID SECT ION 31 TO A POINT ON THE EXT ENDED WESTERLY LINE OF ISLAND VIEW DRIVE; THENCE S09°00'46"W, 383.51 FEET ALONG SAID EXT ENDED WESTERLY AND WESTERLY LINES OF ISLA ND VIEW DRIVE TO THE POINT OF BEGINNING; THENCE N8914'26"E, 245.31 FEET TO A MEANDER CORNER BEING S8914'26"W, 20 FEET MORE OR LESS FROM THE WESTERN SHORELINE OF LAKE WINNEBAGO; THENCE S1336'46"W, 63.07 FEET ALONG A MEA NDER LINE TO A MEANDER CORNER BEING S89°14'26"W, 20 FEET MORE OR LESS FROM SAID SHORELINE; THENCE S8914'26"W, 240.17 FEET TO THE WESTERLY LINE OF ISLA ND VIEW DRIVE; THENCE N09°00'46"E, 62.00 FEET ALONG SAID WEST ERLY LINE TO THE POINT FO BEGINNING; DESCRIBED AREA CONTAINS 16,018 SQUARE FEET OR 0.368 ACRES, MORE OR LESS, INCLUDING THOSE LANDS LOCATED BETW EEN SAID MEANDER LINE AND THE WESTERN SHORELINE OF LAKE WINNEBAGO. ALSO KNOWN AS 44 34 ISLA ND VIEW DRIVE, PARCEL ID 01805930000.

ITEM: **PUBLIC HEARING: PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL – KROMM ANNEXATION FROM THE TOWN OF OSHKOSH, 4434 ISLAND VIEW DRIVE, PARCEL 01805930000**

Plan Commission Meeting of November 19, 2024.

GENERAL INFORMATION

Petitioner/Property Owner: Christine Kromm

Action(s) Requested:

Christine Kromm is requesting direct annexation (by unanimous approval) of approximately 0.368 acres of land located at 4434 Island View Drive in the Town of Oshkosh.

Applicable Ordinance Provisions:

Procedures concerning annexations are located within Section 30-360 of the City of Oshkosh Zoning Ordinance as well as within Section 66.0217 of the Wisconsin State Statutes.

Property Location and Background Information:

The property is located on the east side of Island View Drive approximately 400 feet south of Sunnyview Road and fronts the west shoreline of Lake Winnebago. The property contains a single-family house with attached 2-car garage.



Subject Site

The petitioner is requesting to annex to enable a connection to City water. The existing well serving the house has failed and the owner has chosen to annex to the city versus constructing a replacement well. The Common Council approved an Annexation Agreement (Res. 24-534) which allowed the owner to connect to City water prior to officially annexing to the City to shorten the delay of restoring water to her house. The agreement stipulates that the owner will follow through with the annexation after connecting to City water. The house is currently connected to sanitary sewer owned by the Island View Sanitary District.

The property currently has a Town of Oshkosh Rural Residential District (R-1). The surrounding area is made up exclusively of single-family uses with most of the houses being located within the City limits. The property will be annexed with temporary and permanent zonings of Single Family Residential-5 (SR-5), which is consistent with the adjacent City zoning and Comprehensive Plan's Light Density Residential land use recommendation.

Subject Site

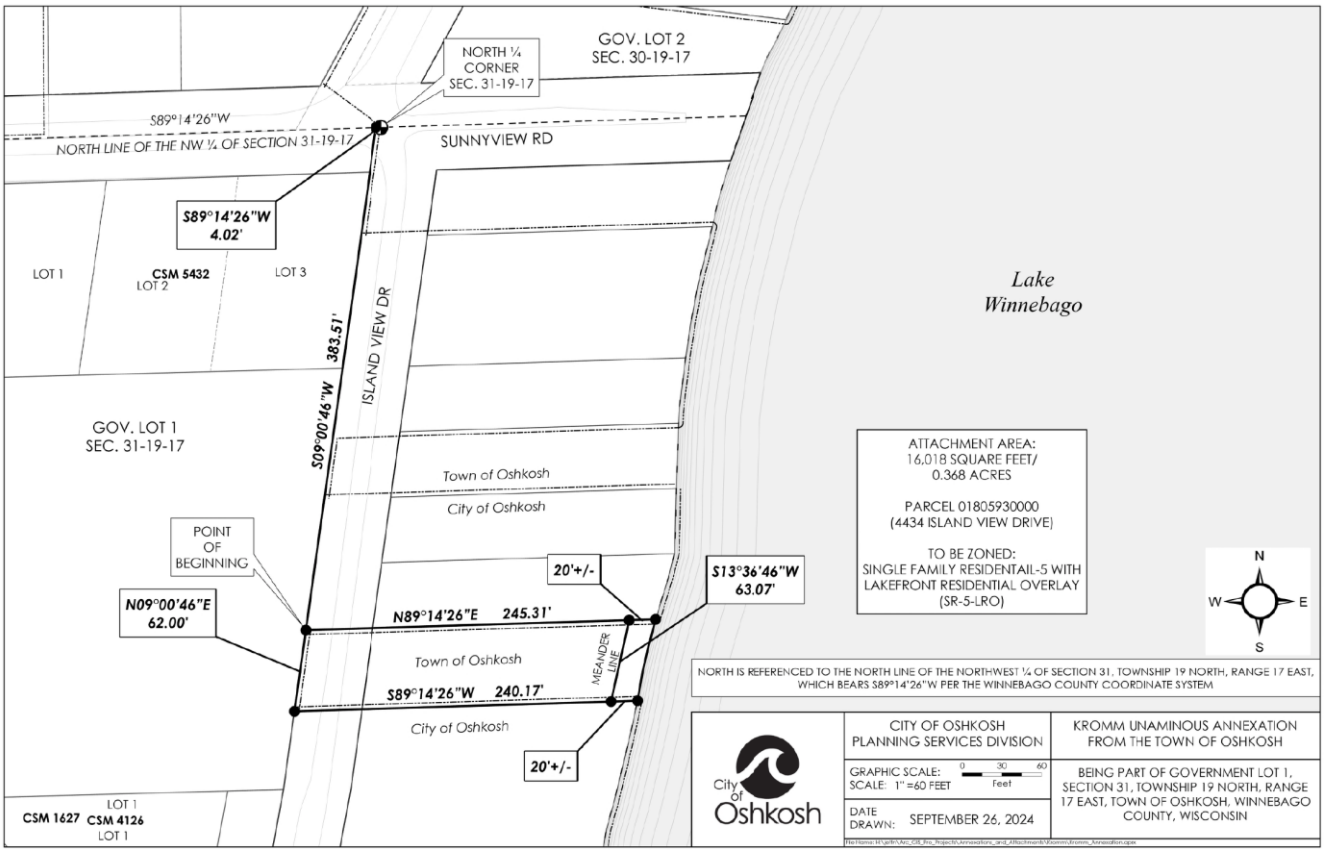
Existing Land Use	*Zoning*
Single-Family Residential	Rural Residential District (R-1) (Town of Oshkosh)

Adjacent Land Use and Zoning

Existing Uses		*Zoning*
North	Single-Family Residential	Single Family Residential-5 (SR-5) (City)
South	Single-Family Residential	Single Family Residential-5 (SR-5) (City)
East	Lake Winnebago	N/A
West	Single-Family Residential	Single Family Residential-5 (SR-5) (City)

Comprehensive Plan

Land Use Recommendation	*Land Use*
Comprehensive Plan 2040 Recommendation	Light Density Residential



ANALYSIS

The proposed annexation meets Wisconsin's statutory requirements for unanimous annexations. The property is adjacent to the City to the north and south, and will eliminate a town island. The State of Wisconsin Department of Administration's Municipal Boundary Review has reviewed the petition and found the annexation to be in the public interest.

The Comprehensive Plan designates this area appropriate for Light Density Residential land uses which is consistent with the proposed Single Family Residential-5 (SR-5) District zoning designation.

The Department of Public Works has reviewed the request and reported that the City water main is available along Island View Drive. Sanitary sewer is also located within the Island View Drive right-of-way; however, it is owned by the Island View Sanitary District. The Oshkosh Fire and Police Departments have reviewed the annexation request and do not have any concerns with providing services to this property.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the Kromm Annexation with temporary and permanent zonings of Single-Family Residential-5 (SR-5) as requested.

Plan Commission recommended approval of the requested annexation on November 19, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Ms. Davey reported visiting the site.

Staff report accepted as part of the record.

Christine Kromm is requesting direct annexation (by unanimous approval) of approximately 0.368 acres of land located at 4434 Island View Drive in the Town of Oshkosh.

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 property is located on the east side of Island View Drive approximately 400 feet south of Sunnyview Road and fronts the west shoreline of Lake Winnebago. The property contains a single-family house with attached 2-car garage.

The petitioner is requesting to annex to enable a connection to City water. The existing well serving the house has failed and the owner has chosen to annex to the city versus constructing a replacement well. The Common Council approved an Annexation Agreement (Res. 24-534) which allowed the owner to connect to City water prior to officially annexing to the City to shorten the delay of restoring water to her house. The agreement stipulates that the owner will follow through with the annexation after connecting to City water. The house is currently connected to sanitary sewer owned by the Island View Sanitary District.

The property currently has a Town of Oshkosh Rural Residential District (R-1). The surrounding area is almost exclusively single-family in nature. The property will be annexed with temporary and permanent zonings of Single Family Residential-5 (SR-5), which is consistent with the adjacent City zoning and Comprehensive Plan's Light Density Residential land use recommendation.

The proposed annexation meets Wisconsin's statutory requirements for unanimous annexations. The property is adjacent to the City to the north and south, and will eliminate a town island. The State of Wisconsin Department of Administration's Municipal Boundary Review has reviewed the petition and found the annexation to be in the public interest.

The Department of Public Works has reviewed the request and reported that the City water main is available along Island View Drive. As I recall, I believe the petitioner has obtained plumbing permits to hook up to the water already. The Oshkosh Fire and Police Departments have reviewed the annexation request and do not have any concerns with providing services to this property.

Staff recommends approval of the Kromm Annexation with temporary and permanent zonings of Single-Family Residential-5 (SR-5) as requested.

Mr. Perry opened up technical questions to staff.

Mr. Perry opened the public hearing and asked if the applicant wanted to make any statements.

Mr. Perry asked if other members of the public wished to speak.

Mr. Perry closed the public hearing.

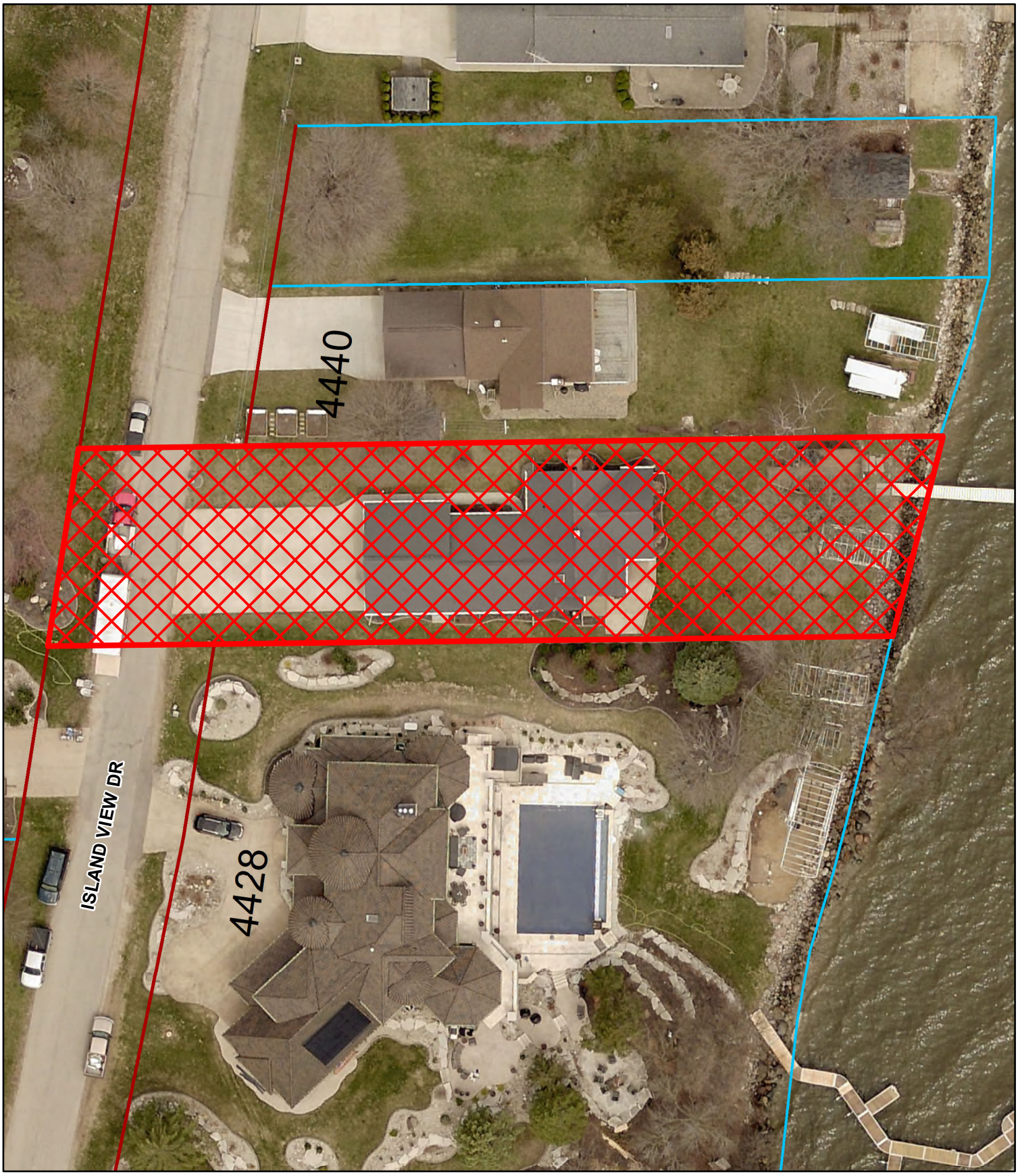
There was no closing statement from the applicant.

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

Seconded by Davey.

Mr. Perry asked if there was any discussion on the motion.

Motion carried 8-0.



4434 ISLAND VIEW DR

N

1 in = 0.01 mi

1 in = 40 ft

Printing Date: 10/23/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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ANNEXATION
4434 ISLAND VIEW DR
PC: 11-19-2024

ERIK T/JENNIFER A LARSON
4428 ISLAND VIEW DR
OSHKOSH WI 54901-1307

NANCY ALBRIGHT
JOAN MARTZAHL
4419 ISLAND VIEW DR
OSHKOSH WI 54901-1306

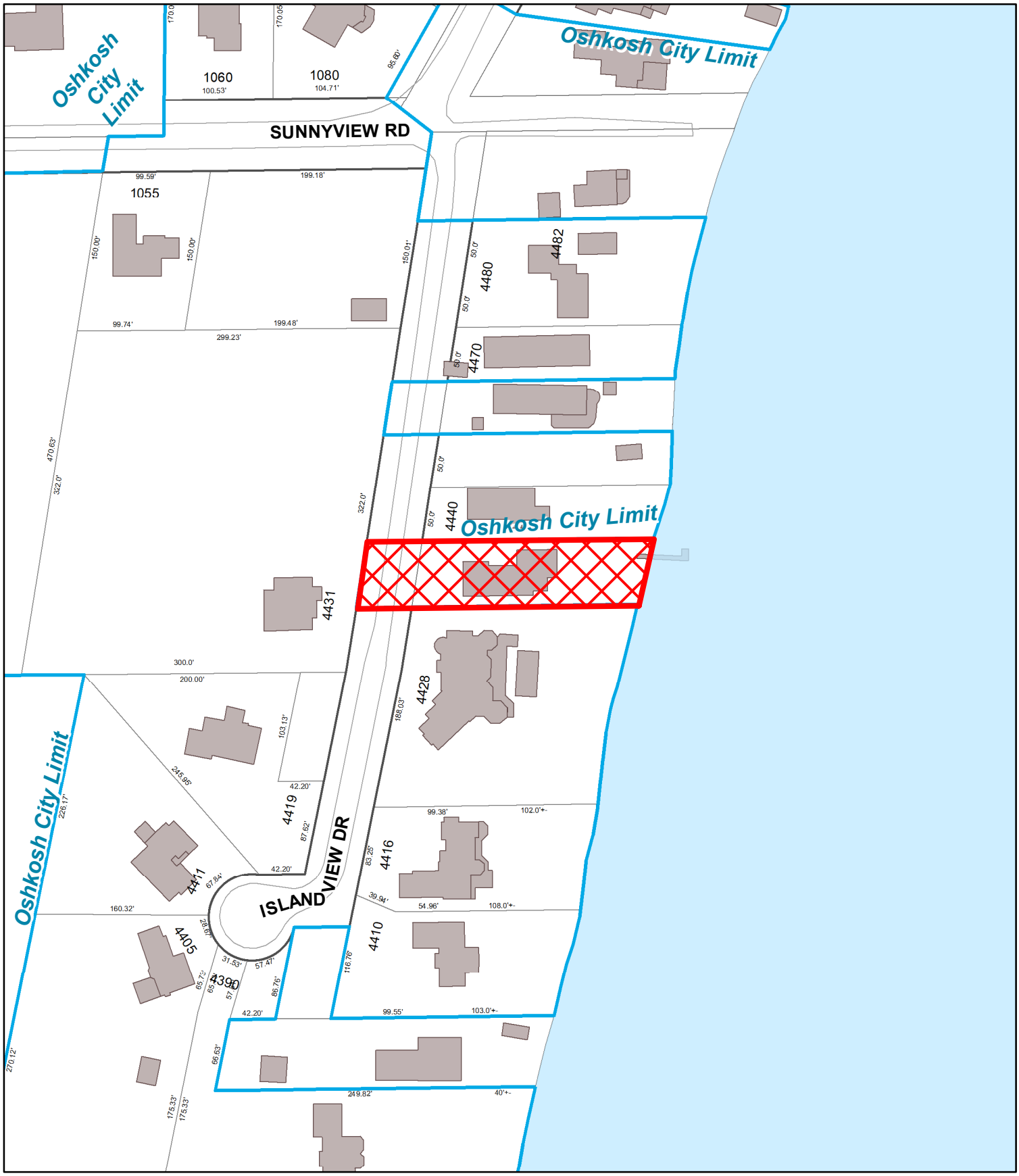
RODNEY/ROSEMARIE BUSCH
4440 ISLAND VIEW DR
OSHKOSH WI 54901-1307

TERRY C/HEIDI C KRAUSE
4442 ISLAND VIEW DR
OSHKOSH WI 54901-1307

CARLISS LAU
300 OAK ST
PRESCOTT WI 54021-1700

CHRISTINE KROMM
4434 ISLAND VIEW DR
OSHKOSH WI 54901-1307

TOWN OF OSHKOSH
1076 COZY LN
OSHKOSH WI 54901-1404



BASE MAP
4434 ISLAND VIEW DR

N

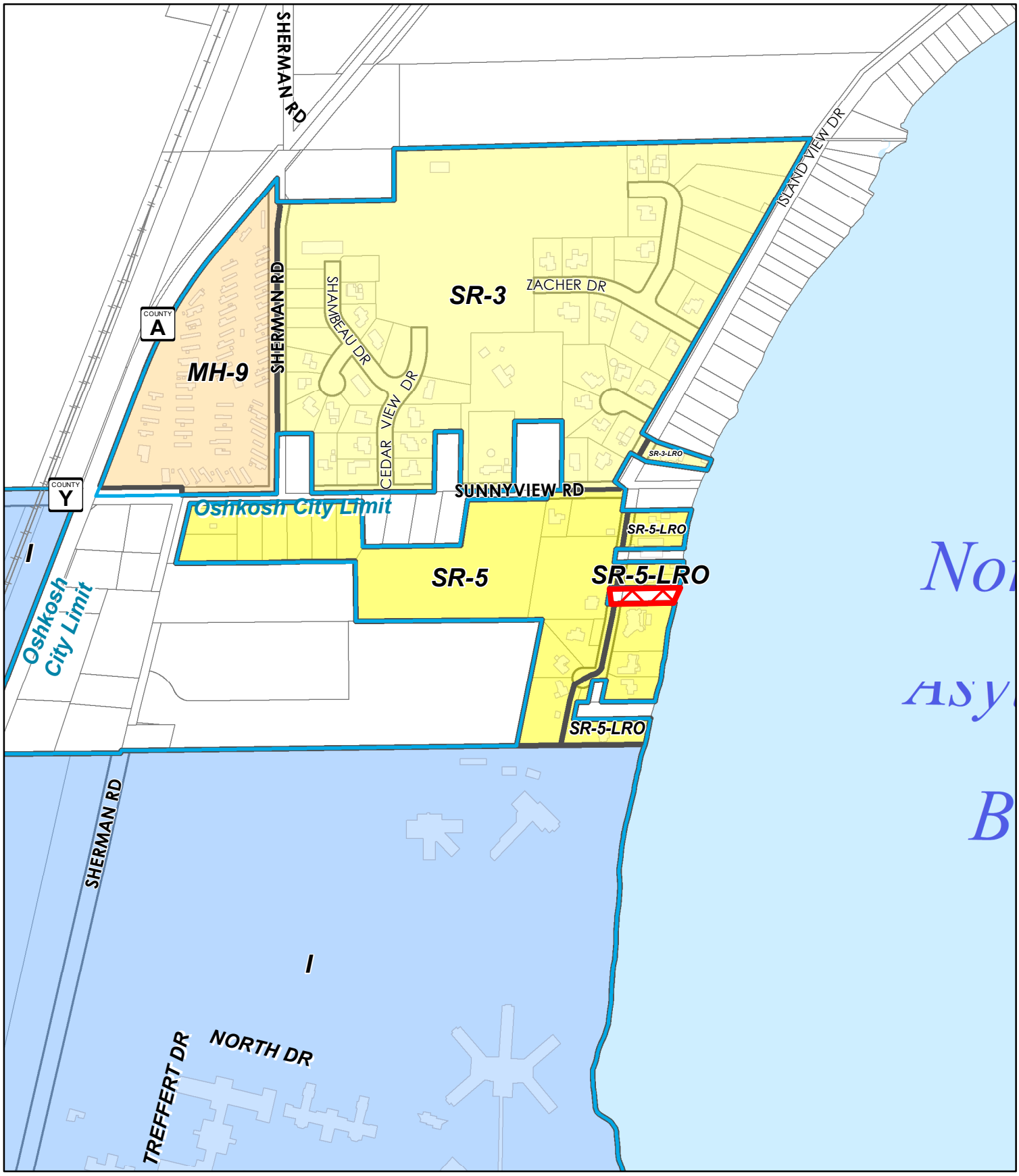
1 in = 0.02 mi
1 in = 120 ft

Printing Date: 10/23/2024

Prepared by: City of Oshkosh, WI

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ZONING MAP
4434 ISLAND VIEW DR

N

1 in = 0.09 mi

1 in = 500 ft

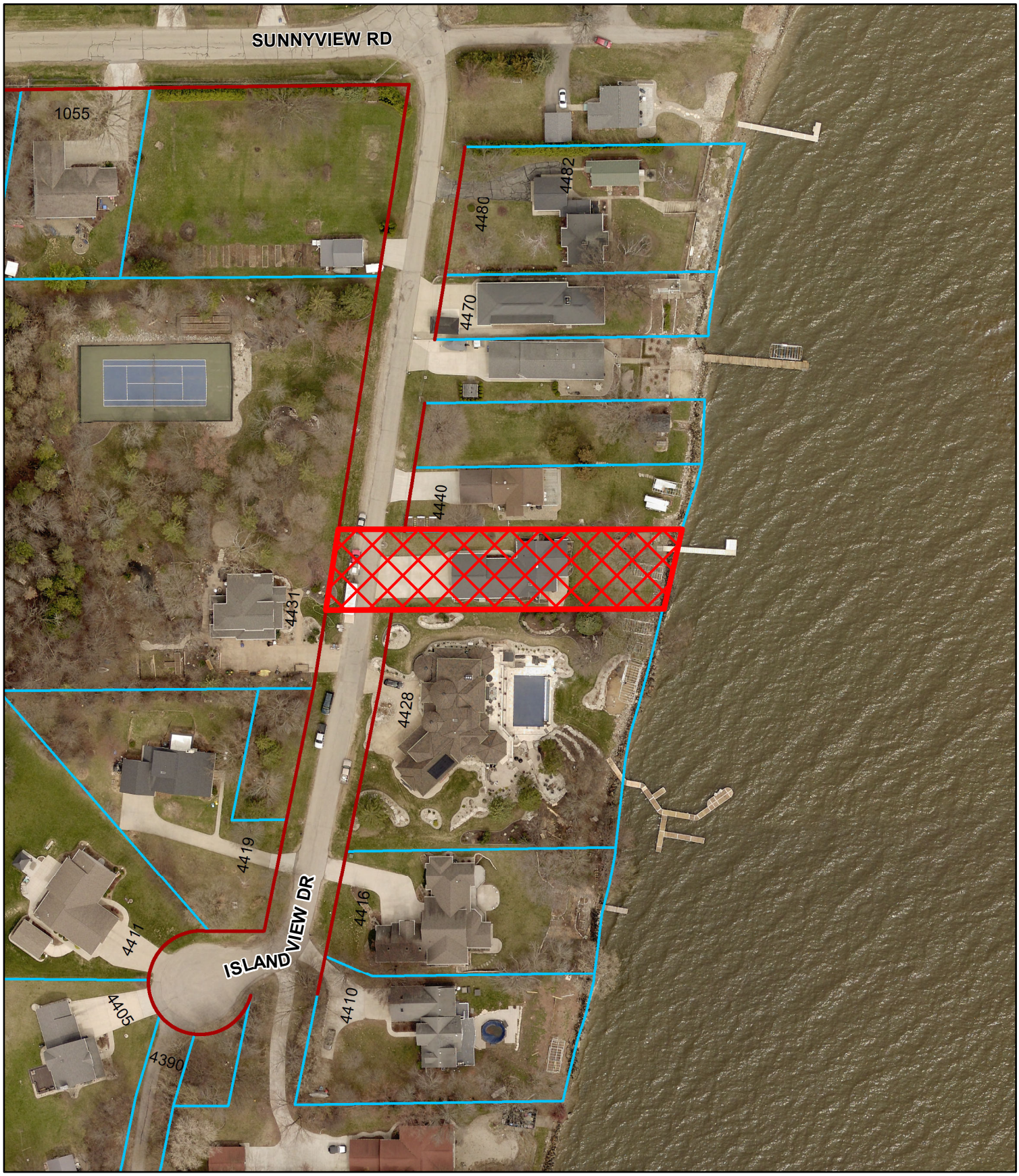
Printing Date: 10/23/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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AERIAL MAP
4434 ISLAND VIEW DR

N

1 in = 0.02 mi
1 in = 100 ft

Printing Date: 10/23/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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TONY EVERS
GOVERNOR
KATHY BLUMENFELD
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: **wimunicipalboundaryreview@wi.gov**
Web: **http://doa.wi.gov/municipalboundaryreview**

October 28, 2024 PETITION FILE NO. 14707

DIANE BARTLETT, CLERK
CITY OF OSHKOSH
PO BOX 1130
OSHKOSH, WI 54903-1130

JEANNETTE MERTEN, CLERK
TOWN OF OSHKOSH
1076 COZY LN
OSHKOSH, WI 54901-1404

Subject: KROMM ANNEXATION

The proposed annexation submitted to our office on October 07, 2024, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city…." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the City of Oshkosh, which is able to provide needed municipal services.

Note: 'of' is misspelled in line 11 of the legal description.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

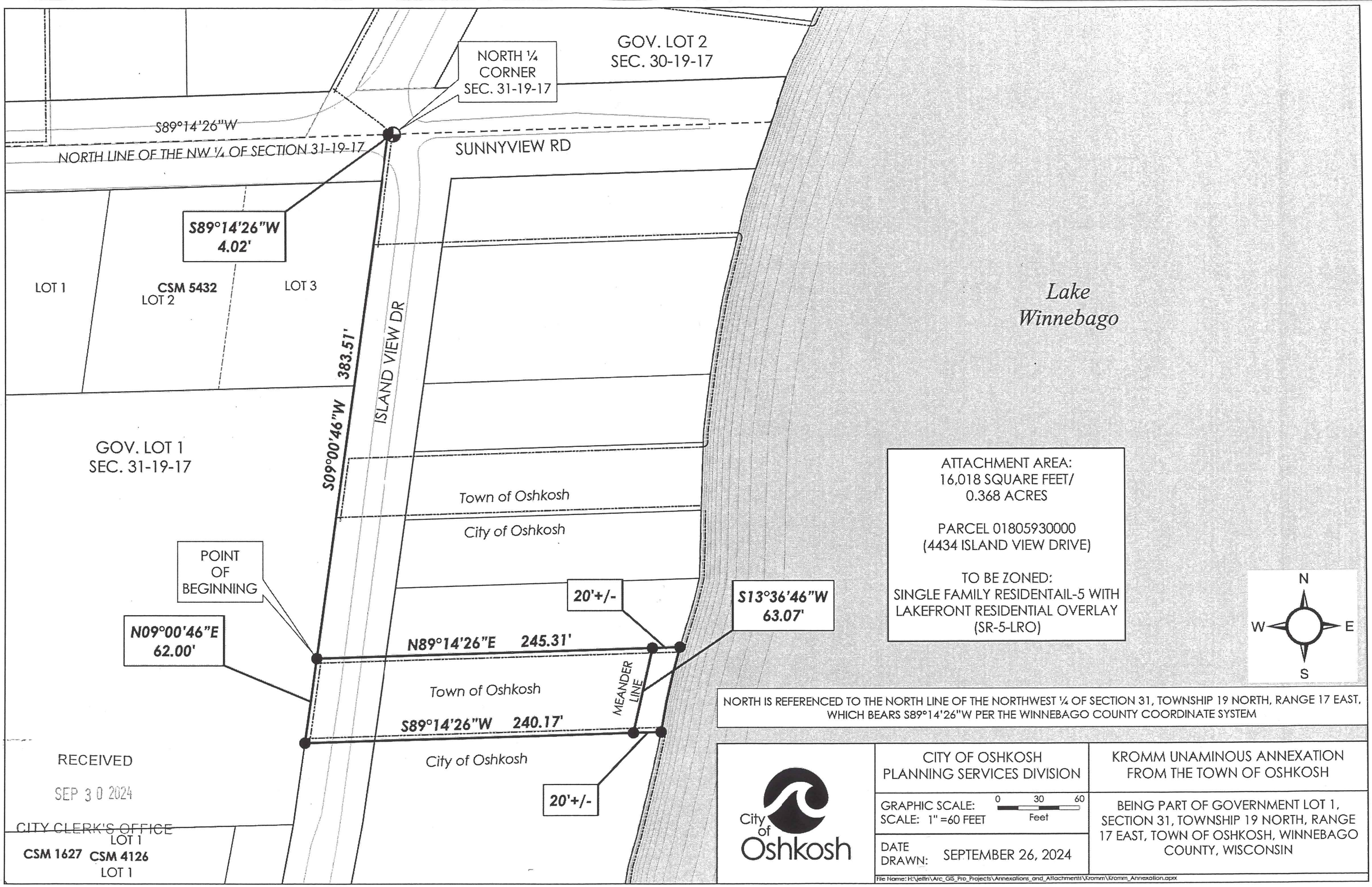
State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14707 with your ordinance.** Ordinance filing checklist available at http://mds.wi.gov/, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: http://mds.wi.gov/View/Petition?ID=2781
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner



ATTACHMENT AREA:
16,018 SQUARE FEET/
0.368 ACRES

PARCEL 01805930000
(4434 ISLAND VIEW DRIVE)

TO BE ZONED:
SINGLE FAMILY RESIDENTAIL-5 WITH
LAKEFRONT RESIDENTIAL OVERLAY
(SR-5-LRO)

N
W E
S

NORTH IS REFERENCED TO THE NORTH LINE OF THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 19 NORTH, RANGE 17 EAST, WHICH BEARS S89°14'26"W PER THE WINNEBAGO COUNTY COORDINATE SYSTEM

City of Oshkosh

CITY OF OSHKOSH
PLANNING SERVICES DIVISION

KROMM UNAMINOUS ANNEXATION
FROM THE TOWN OF OSHKOSH

GRAPHIC SCALE: 0 30 60 Feet
SCALE: 1" =60 FEET

DATE DRAWN: SEPTEMBER 26, 2024

BEING PART OF GOVERNMENT LOT 1, SECTION 31, TOWNSHIP 19 NORTH, RANGE 17 EAST, TOWN OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN

File Name: H:\jeffn\Arc_GIS_Pro_Projects\Annexations_and_Attachments\Kromm\Kromm_Annexation.aprx

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL

TO THE COMMON COUNCIL OF THE CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN:

WHEREAS, the undersigned constituting all of the electors and all of the owners of real property in the territory proposed to be annexed;

NOW, THEREFORE, PETITION IS HEREBY MADE by unanimous approval pursuant to the provisions of Sec. 66.0217(2) of the Wisconsin Statutes, for direct annexation to the City of Oshkosh, Wisconsin, from the Town of Oshkosh, Winnebago County, Wisconsin, of the real estate hereinafter described.

That pursuant to Sec. 66.0217(2), petition is hereby made without compliance to the notice requirements of Sec. 66.0217(4) of the Wisconsin Statutes.

That the current population of the territory to be annexed as defined by Sec. 66.0201(2)(dm) of the Wisconsin Statutes is One (1) .

That the territory to be annexed is contiguous to the City of Oshkosh, is located in the Town of Oshkosh, Winnebago County, Wisconsin and is described as follows:

RECEIVED
SEP 30 2024
CITY CLERK'S OFFICE

KROMM ANNEXATION

BEING PART OF GOVERNMENT LOT 1, SECTION 31, TOWNSHIP 19 NORTH, RANGE 17 EAST, TOWN OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FROM THE NORTH ¼ CORNER OF SAID SECTION 31; THENCE S89°14'26"W, 4.02 FEET ALONG THE NORTH LINE OF THE NORTHWEST ¼ SAID SECTION 31 TO A POINT ON THE EXTENDED WESTERLY LINE OF ISLAND VIEW DRIVE; THENCE S09°00'46"W, 383.51 FEET ALONG SAID EXTENDED WESTERLY AND WESTERLY LINES OF ISLAND VIEW DRIVE TO THE POINT OF BEGINNING; THENCE N89°14'26"E, 245.31 FEET TO A MEANDER CORNER BEING S89°14'26"W, 20 FEET MORE OR LESS FROM THE WESTERN SHORELINE OF LAKE WINNEBAGO; THENCE S13°36'46"W, 63.07 FEET ALONG A MEANDER LINE TO A MEANDER CORNER BEING S89°14'26"W, 20 FEET MORE OR LESS FROM SAID SHORELINE; THENCE S89°14'26"W, 240.17 FEET TO THE WESTERLY LINE OF ISLAND VIEW DRIVE; THENCE N09°00'46"E, 62.00 FEET ALONG SAID WESTERLY LINE TO THE POINT FO BEGINNING; DESCRIBED AREA CONTAINS 16,018 SQUARE FEET OR 0.368 ACRES, MORE OR LESS, INCLUDING THOSE LANDS LOCATED BETWEEN SAID MEANDER LINE AND THE WESTERN SHORELINE OF LAKE WINNEBAGO. ALSO KNOWN AS 4434 ISLAND VIEW DRIVE, PARCEL ID 01805930000.

That attached hereto is a scaled map reasonably showing the boundaries of the following described territory to be annexed and its relation to the municipalities involved.

Signature of Petitioner	Printed Name	Date of Signing	Elector or Property Owner	Address or Description of Property
Christine A Kromm	Christine A. Kromm	9/27/24	Owner	4434 Island View Dr. Oshkosh, WI 54901 Parcel 01805930000

PETITION FOR TEMPORARY AND PERMANENT ZONING CLASSIFICATION

TO THE COMMON COUNCIL OF THE CITY OF OSHKOSH:

WHEREAS the undersigned are electors and/or property owners in the area being sought to be annexed to the City of Oshkosh, said area being more particularly described in a certain petition for unanimous annexation to the City of Oshkosh,

Kromm Annexation,

and,

WHEREAS it is acknowledged by the undersigned that the submitting of this petition does not in any matter attempt to make said petition for direct annexation conditional upon this petition or the action taken by the said Common Council pursuant to this petition.

NOW, THEREFORE, the undersigned petition the Common Council of the City of Oshkosh that the ordinance annexing said territory include a provision temporarily designating the classification for zoning purposes, pursuant to Sec. 66.0217(8) of the Wisconsin Statutes, until the zoning ordinance is amended as prescribed in Sec. 62.23(7)(d) of the Wisconsin Statutes, as follows:

SINGLE FAMILY RESIDENTAIL-5 WITH LAKEFRONT RESIDENTIAL OVERLAY
(SR-5-LRO)

RECEIVED

SEP 30 2024

CITY CLERK'S OFFICE

Signature of Petitioner	Printed Name	Date of Signing	Elector or Property Owner	Address or Description of Property
Christine A Kromm	Christine A. Kromm	9/27/24	Owner	4434 Island View Dr. Oshkosh, WI 54901 Parcel 01805930000

TO:	Honorable Mayor and Members of the Common Council
FROM:	Jim Collins, Director of Transportation
DATE:	December 10, 2024
SUBJECT:	Ord 24-666 Amend Section 27A-11 of the Municipal Code to Update Parking Regulations on South Main Street Between the Fox River and W. 9th Avenue (Transportation Committee Recommends Approval)

BACKGROUND

Part of South Main Street was recently reconstructed to add parking bump-outs. This updates the city's parking regulations accordingly to allow parking in these areas. The Transportation Committee recommends approval (5-0).

ANALYSIS

These parking bump-out areas were added in preparation for the Mill on Main project.

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 and of the Municipal Code pertaining to parking regulations on designated streets and alleys.

Attachments

ORD 24-666

12/10/2024 SECOND READING	24-666	ORDINANCE
11/26/2024 FIRST READING	24-626	ORDINANCE
CARRIED	7-0	

PURPOSE: AMEND SECTION 27A-11 OF THE MUNICIPAL CODE TO UPDATE PARKING REGULATIONS ON SOUTH MAIN STREET BETWEEN THE FOX RIVER AND W. 9TH AVENUE (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, parking bump outs were constructed on South Main Street between the Fox River and 9th Avenue and the Transportation Committee recommends approval to amend parking regulations on South Main Street to accommodate the bump outs.

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:

South Main Street

Delete Therefrom: No parking, both sides, from Fox River to W. 9th Avenue
Add Thereto: No parking, west side from Fox River to W. 9th Avenue. No parking, east side, from Fox River to 40' south of 7th Avenue, and from 180' south of 7th Avenue to 260' south of 7th Avenue.

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 #24-666 on December 10th, 2024 UPDATING PARKING REGULATIONS ON SOUTH MAIN STREET, EAST SIDE BETWEEN THE FOX RIVER AND 2. 9TH 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 on the east side of South Main Street near its intersection with 7th Avenue to address newly installed bump out parking areas.

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:	December 10, 2024
SUBJECT:	Ord 24-667 Amend Section 27A-11 of the Municipal Code to Extend No Parking Regulations on the West Side of Dove Street (Transportation Committee Recommends Approval)

BACKGROUND

A resident that lives in this area requested that the no parking area on this street be extended about 100 feet. The resident stated that a number of vehicles are parking here to fish and blocking their driveways, making ingress and egress difficult. The parked cars are also causing issues with garbage collection and mail delivery.

ANALYSIS

This change will reduce the impact of visitor parking on the residence. There is still sufficient on-street parking on this street.

BOARD/COMMISSION INFORMATION

The Transportation Committee supports this recommendation (5-0).

FISCAL IMPACT

The fiscal impact of this ordinance change is parking signage.

RECOMMENDATION

I recommend approval.

Attachments

ORD 24-667

12/10/2024 SECOND READING	24-667	ORDINANCE
11/26/2024 FIRST READING	24-627	ORDINANCE
CARRIED	7-0	

PURPOSE: AMEND SECTION 27A-11 OF THE MUNICIPAL CODE TO EXTEND NO PARKING REGULATIONS ON THE WEST SIDE OF DOVE STREET (TRANSPORTION COMMITTEE APPROVED)

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 on Dove Street north of its intersection with Buchanan 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:

Dove Street

Delete Therefrom: No parking, both sides, from 327 feet north of Buchanan Avenue to its northern terminus.
Add Thereto: No parking, west side from 243' north of Buchanan Avenue to its northern terminus.
No parking, east side from 327 feet north of Buchanan Avenue to its northern terminus.

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 #24-667 AMEND SECTION 27A-11 OF THE MUNICIPAL CODE TO EXTEND NO PARKING REGULATIONS ON THE WEST SIDE OF DOVE STREET (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 extend the no parking area on the west side of Dove Street north of its intersection with Buchanan 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:	December 10, 2024
SUBJECT:	Ord 24-668 Amend Section 27-14 of the Municipal Code Truck Routes Designated (Transportation Committee Recommends Approval)

BACKGROUND

The city engaged KL Engineering to study the city's truck routes at the request of the BID. KL presented the study and its recommendations at the June 11th Transportation Committee meeting. Subsequently, the information was provided to the Common Council with a request for direction. The council requested that these recommendations be considered together and that residents of South Park Avenue be noticed of the potential addition of South Park Avenue as a designated truck route from Ohio Street to Main Street and be given a chance to comment. Notice was sent to all affected property owners and no comments were received. The Transportation Committee previously recommended these changes be implemented. We did receive some feedback from a resident on Jackson Street concerned that no longer offering North Main Street as a truck route may increase truck traffic on Jackson Street. KL and staff believe there would be a very minimal impact on Jackson Street as trucks are still allowed to take the most direct route to and from their origin and destination and most already avoid N. Main Street. KL's presentation is included for your reference.

ANALYSIS

The stakeholder groups that participated in the truck route study and the BID strongly support these changes.

BOARD/COMMISSION INFORMATION

The Transportation Committee supports this recommendation (5-0)

FISCAL IMPACT

The fiscal impact of this ordinance change is administrative changes to the municipal code.

RECOMMENDATION

I recommend approval following the recommendations of KL Engineering, the stakeholder group, the BID and the Transportation Committee.

Attachments

ORD 24-668
Truck Route Presentation

12/10/2024 SECOND READING	24-668	ORDINANCE
11/26/2024 FIRST READING	24-628	ORDINANCE
CARRIED	7-0	

PURPOSE: AMEND SECTION 27-14 OF THE MUNICIPAL CODE TRUCK ROUTES DESIGNATED

INITIATED BY: TRANSPORTATION DEPARTMENT

RECOMMENDATION: TRANSPORTATION COMMITTEE - APPROVED

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27-14 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO TRUCK ROUTES DESIGNATED

WHEREAS, the Transportation Committee recommends approval to amend truck routes designated removing the designation from North Main Street from Algoma Blvd. to Irving Avenue and adding the designation on South Park Avenue from Ohio Street to South Main Street.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. That Section 27-14 of the Oshkosh Municipal Code pertaining to truck routes designated is hereby amended as follows:

A-14 TRUCK ROUTES DESIGNATED

Delete Therefrom: Main Street – Fond du Lac Avenue to New York Avenue
Add Thereto: Main Street – Fond du Lac Avenue to Algoma Blvd.
Main Street – Irving Avenue to New York Avenue

Delete Therefrom: South Park Avenue (Highway 44) – Ohio Street to west city limits
Add Thereto: South Park Avenue (Highway 44) – South Main Street to west city limits.

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 #24-668 AMEND SECTION 27-14 OF THE MUNICIPAL CODE TRUCK ROUTES DESIGNATED (A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-14 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO TRUCK ROUTES DESIGNATED) on December 10th, 2024 removing the truck route designation from North Main Street between Algoma Blvd and Irving Avenue and adding the designation on South Park Avenue from Ohio Street to South Main Street.

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.



OSHKOSH DESIGNATED TRUCK ROUTE STUDY

CITY COUNCIL MEETING

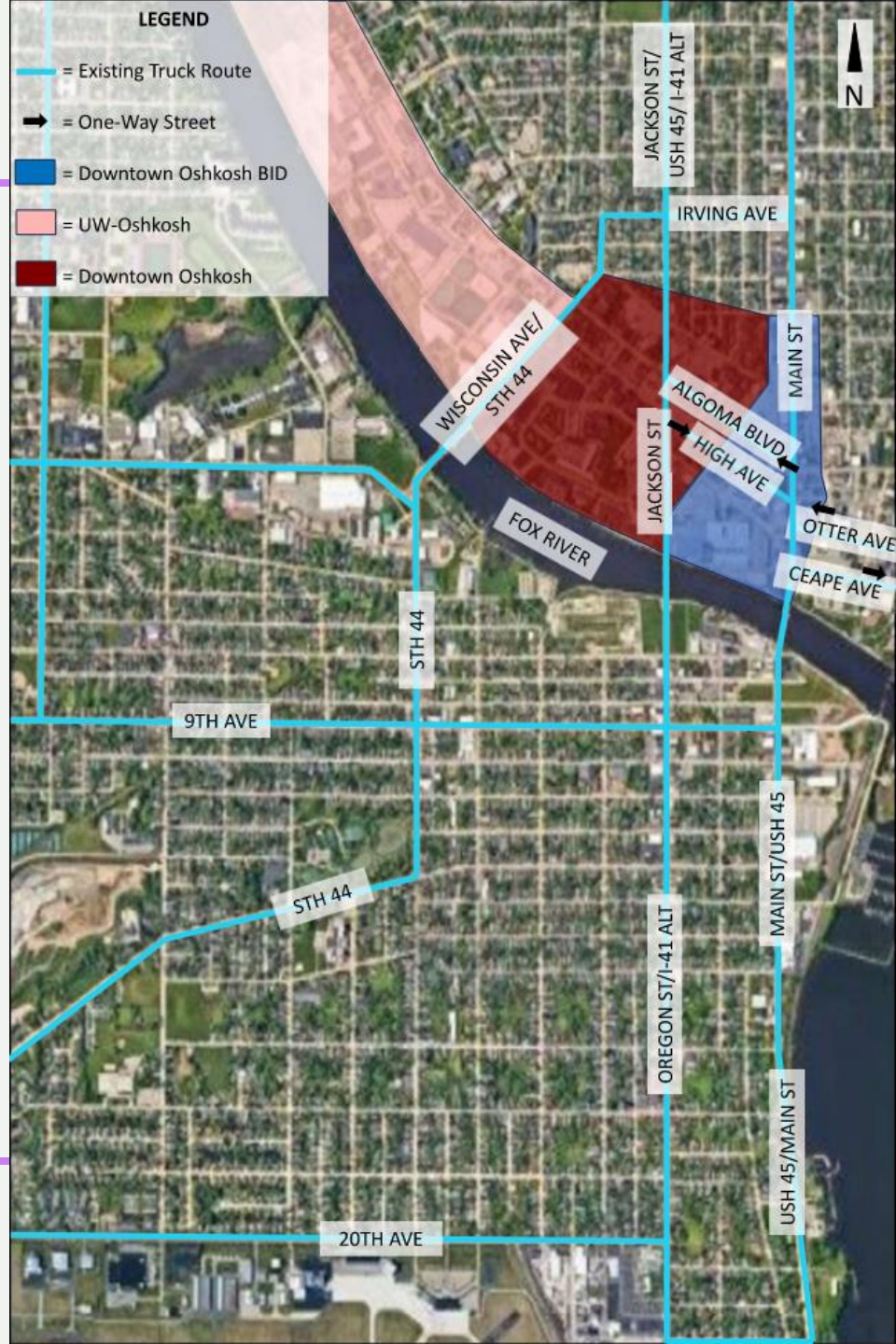
JULY 23RD, 2024

City of Oshkosh

KL Engineering
[A] Better Experience

STUDY AREA AND PURPOSE

- Study impacts/benefits of re-routing how trucks travel through downtown Oshkosh
- Goal #1 -- Promote walkability & accessibility in key areas
- Goal #2 -- Planning for future re-development
- Designate potential routing changes for truck movements and WisDOT highways



CITY STAFF

- Jim Collins – Director of Transportation
- James Rabe – Director of Public Works
- Kelly Nieforth – Director of Community Development
- Justin Gierach – City Engineer

KL PROJECT TEAM

- Mike Scarmon – Project Manager
- Brad Domasky – Design Engineer
- Jamie Dalheim – Traffic Engineer

STAKEHOLDERS

- Oshkosh BID
- Oshkosh Chamber of Commerce
- Greater Oshkosh Economic Development Corp
- Oshkosh Corp
- Kitz and Pfeil
- Oshkosh Convention and Visitors Bureau
- Amcor
- Leach Amphitheater
- Blended Waxes
- Sadoff Iron and Metal Company
- Valley Express

WHY RE-ROUTE TRUCKS?

PROMOTING DOWNTOWN BUSINESSES & AMENITIES





ROUTING TRUCKS TO MORE APPROPRIATE AREAS

BENEFITS OF RE-ROUTING -BUSINESSES

- More walkable Main Street
- Less noise through downtown
- Safer for cars, pedestrians, and bicyclists
- Re-allocate space for other uses



BENEFITS OF RE-ROUTING - FREIGHT

- Avoid the tight spaces (narrow lanes, tight corners, on-street parking)
- Safer for cars, pedestrians, and bicyclists

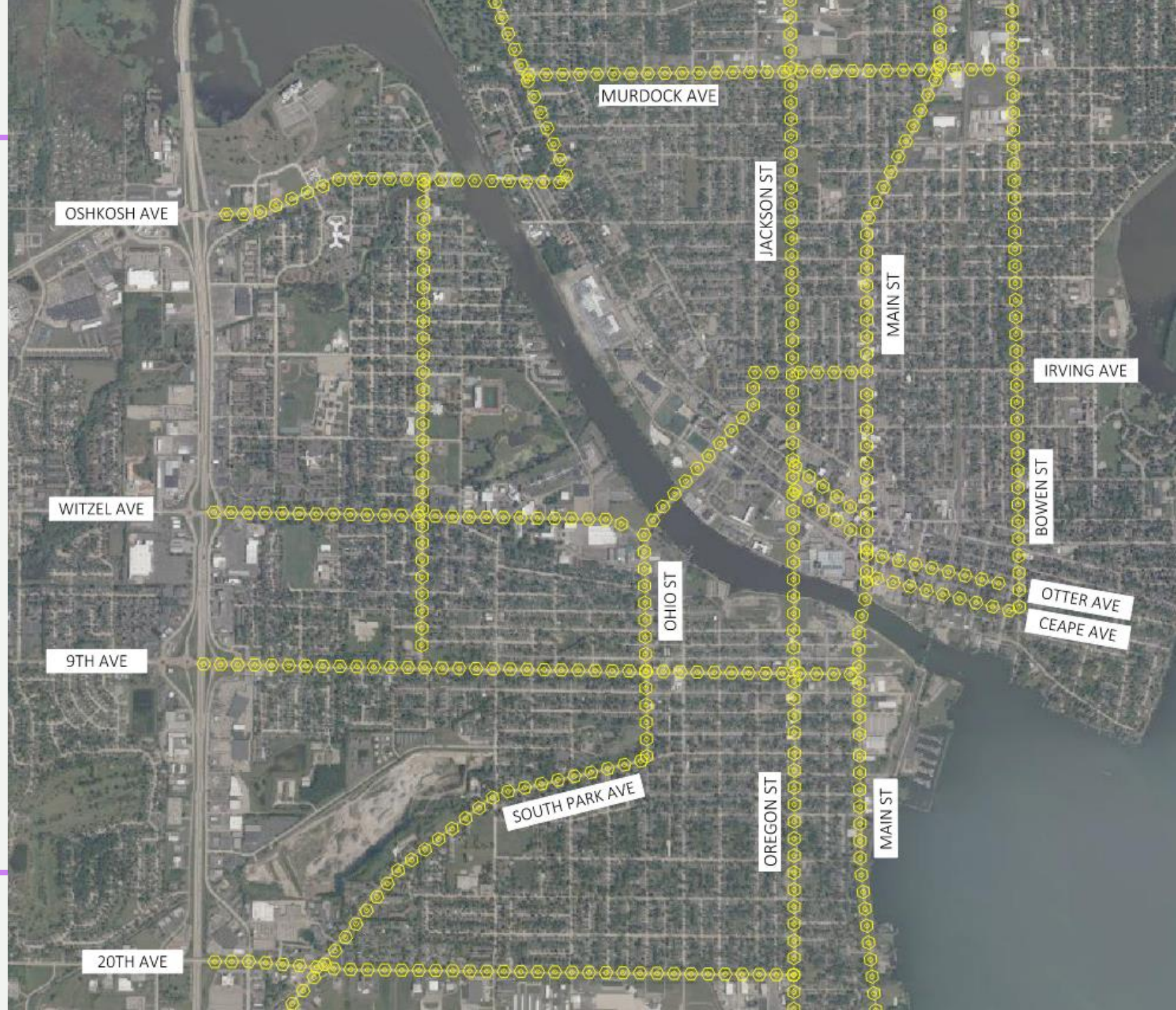


STUDY METHODOLOGY

- Matrix Approach to Route Removal and Addition
- Evaluation Criteria (15)
  - Extra Travel Required (Distance and Time)
  - Stop Density per mile (Traffic Signal Stops and Stop Signs)
  - Intersection Density per mile
  - Additional Turns/Turning Difficulty
  - Adjacent Land Use
  - Number of Lanes
  - Crash History
  - Traffic Volumes
  - Pavement Type and Condition
  - Pedestrian Crossing Density per mile
  - Alignment with City Plans/Concepts
  - Project Improvement Cost
  - Stakeholder Support

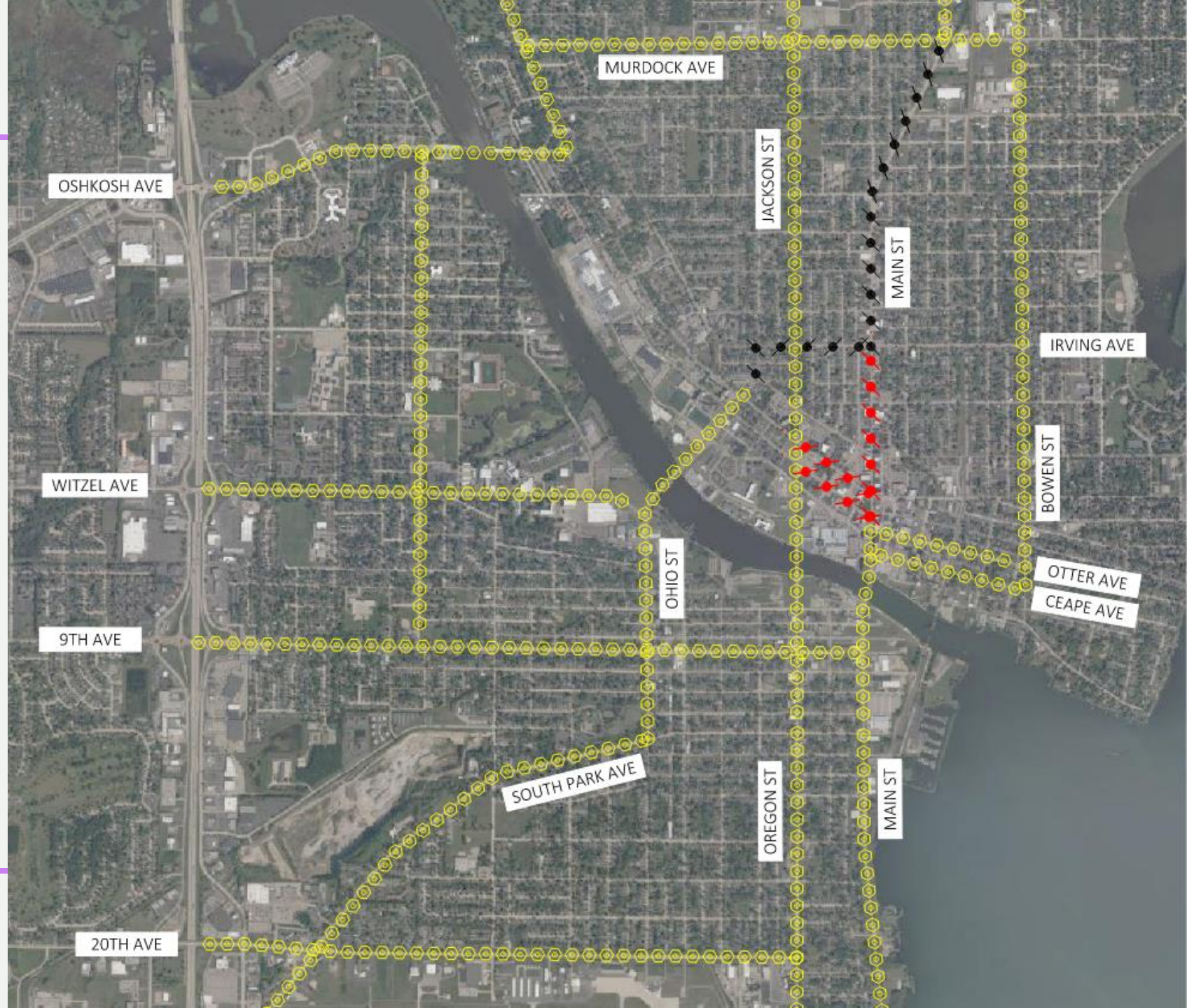
EXISTING TRUCK ROUTES

- Main St
- Oregon St/Jackson St
- Ohio St/Wisconsin St
- Bowen St
- 9th Ave
- Ceape Ave
- Otter Ave
- High Ave
- Algoma Blvd
- Irving Ave



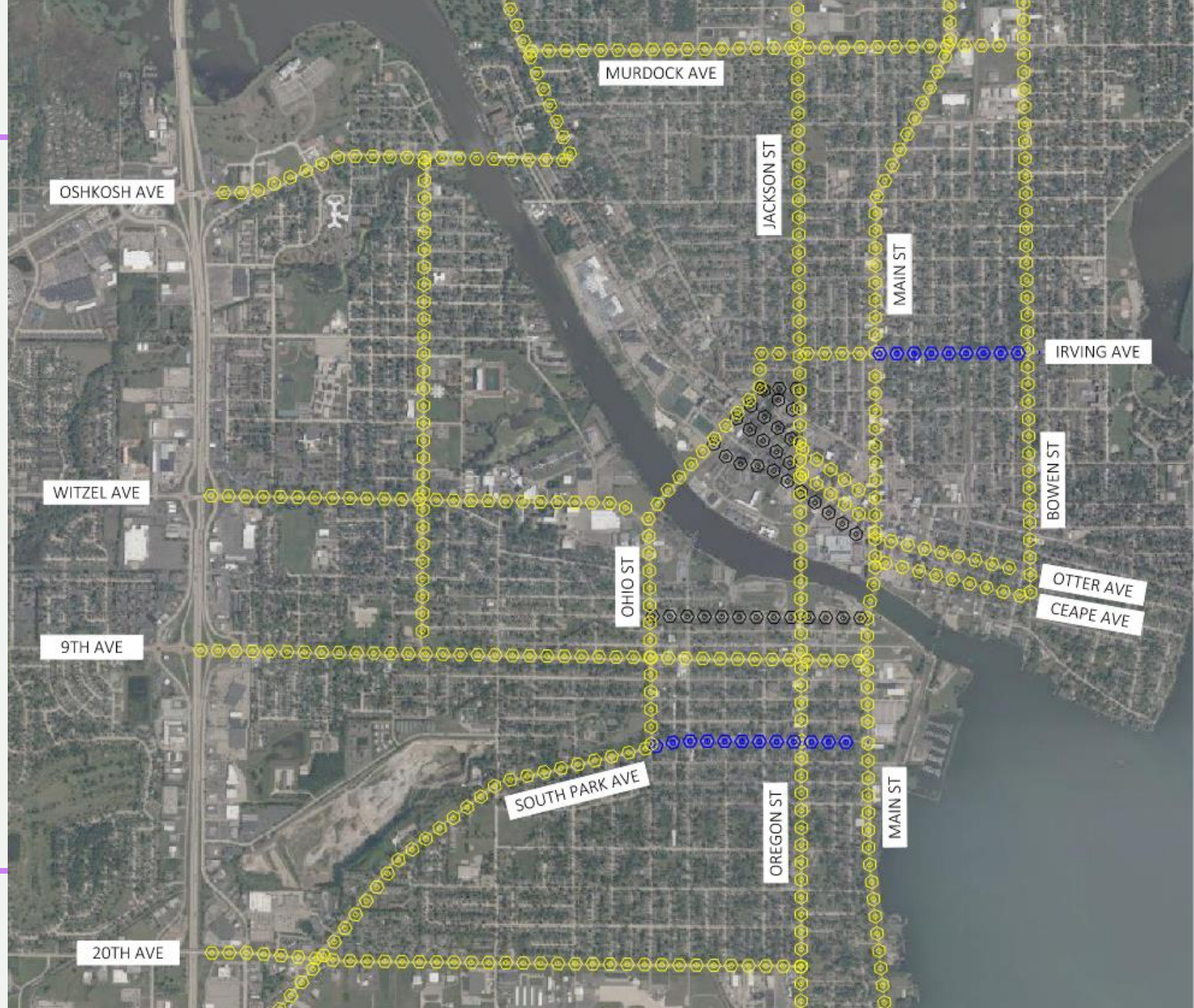
ROUTES EVALUATED-REMOVING

- 5 Segments
  - Main St
  - High Ave/Algoma Blvd
  - Irving Ave



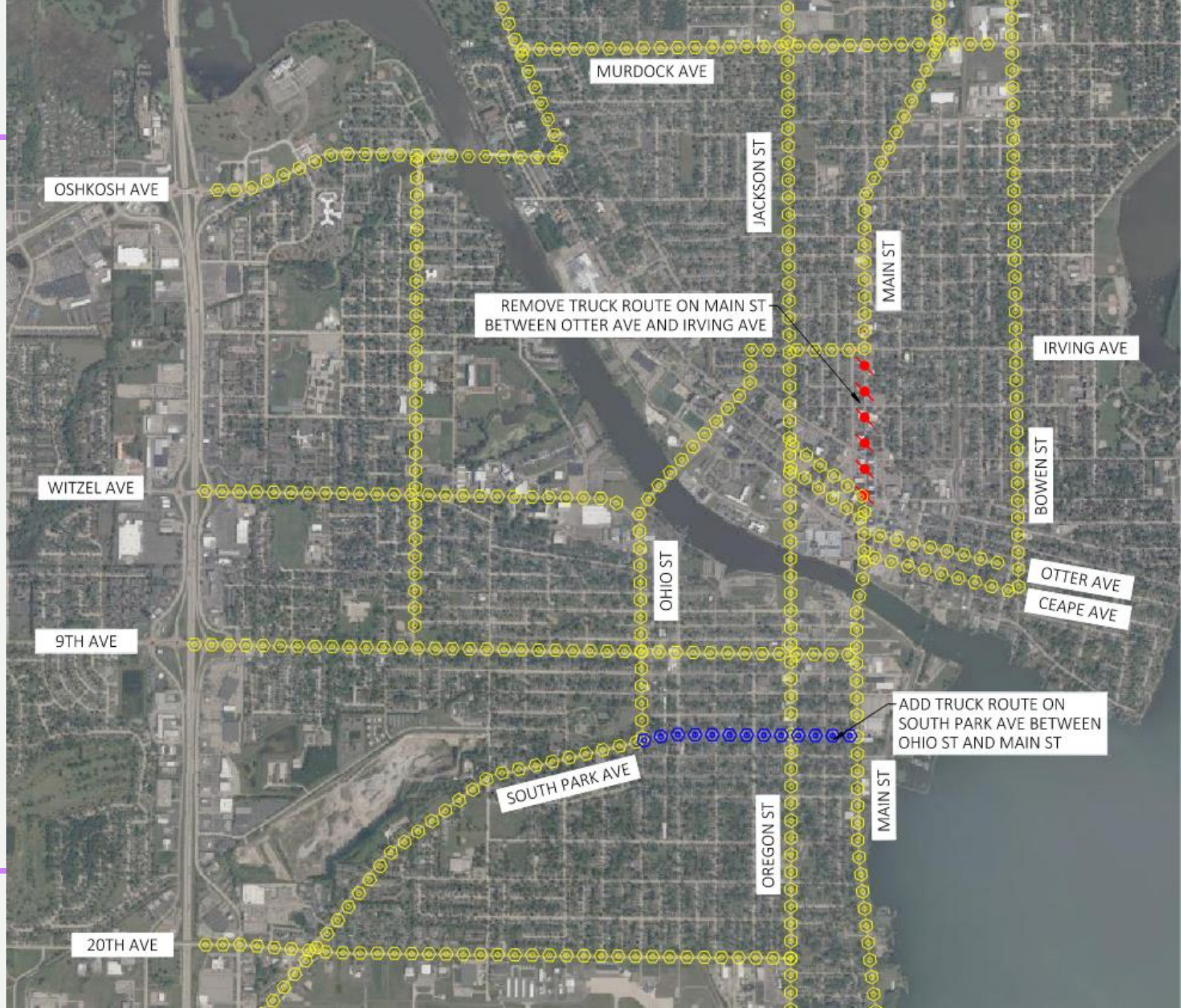
ROUTES EVALUATED- ADDING

- 9 Segments
  - South Park Ave
  - Pearl Ave
  - 6th Ave
  - Irving Ave
  - Union Ave
  - Church Ave
  - Algoma Blvd/High Ave



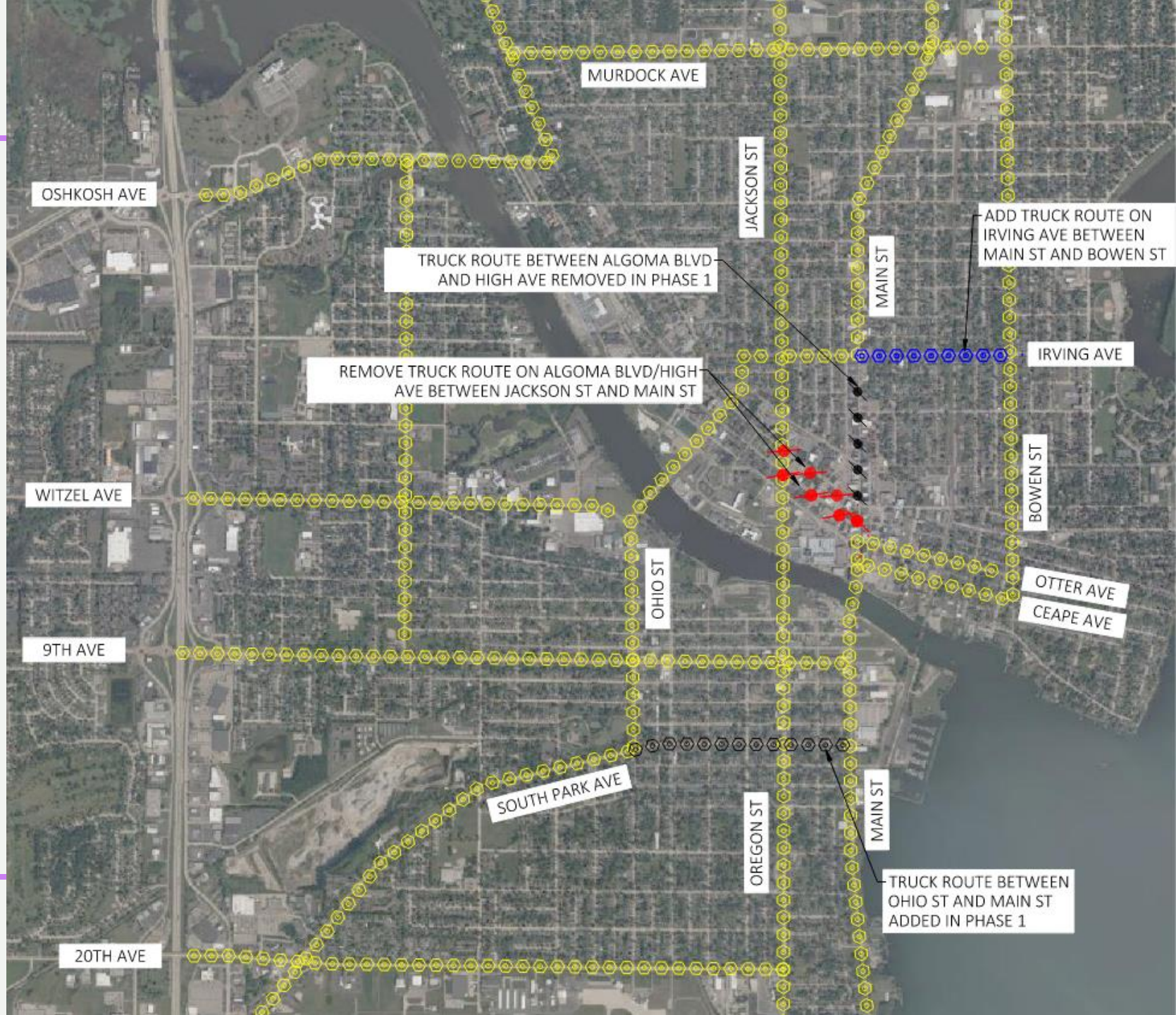
RECOMMENDATIONS- TRUCK ROUTES

- Phased Approach
- Phase 1
  - Implement in Near-Term
  - Add South Park Ave
  - Remove Main St



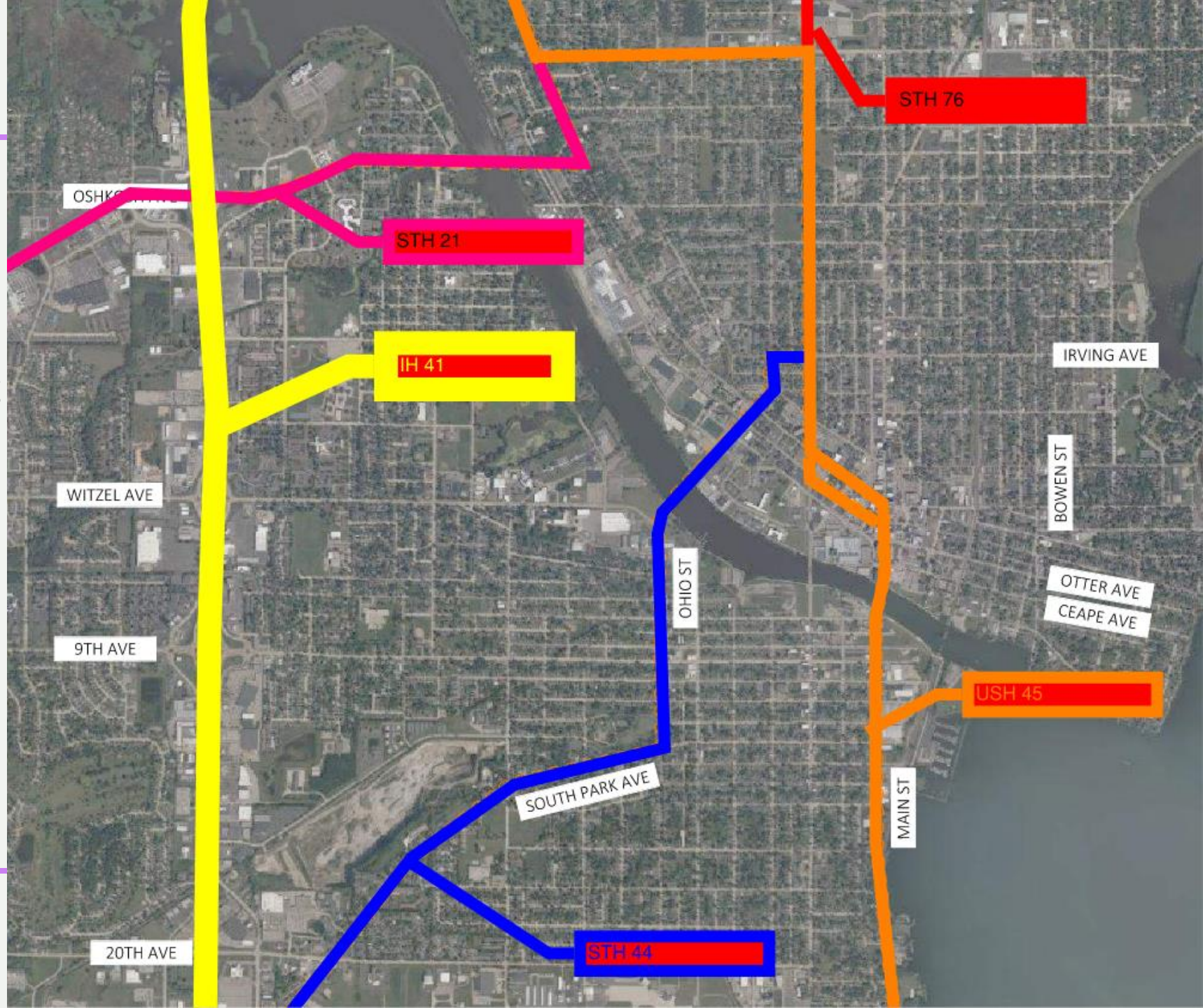
RECOMMENDATIONS- TRUCK ROUTES

- Phased Approach
- Phase 2
  - Implement in Future
  - Add Irving Ave
  - Remove Algoma Blvd /High Ave



CONNECTING HIGHWAYS

- Importance of Connecting Highways
- Connection with Truck Routes



NEXT STEPS

- Complete report and final recommendations – August 2024
- Update City Ordinances as needed – August/September 2024
- *Dates are subject to change!*

ANY QUESTIONS?

CONTACTS

- Jim Collins
  - jcollins@oshkoshwi.gov
- Mike Scarmon
  - Mike.Scarmon@klengineering.com
- Brad Domasky
  - Brad.Domasky@klengineering.com



TO:	Honorable Mayor and Members of the Common Council
FROM:	Jim Collins, Director of Transportation
DATE:	December 10, 2024
SUBJECT:	Ord 24-669 Amend Section 27-35 and Appendix 27B of the Oshkosh Municipal Code Pertaining to Parking Regulations Within City-Owned Parking Lots in Relation to the Construction of the New East 9th Avenue Parking Lot (Transportation Committee Recommends Approval)

BACKGROUND

The City constructed a new public parking lot in connection with the Sawdust District Plan which includes the T. Wall development and Riverwalk Extension.

ANALYSIS

The new parking lot in the area of East 9th Avenue needs to be added to the municipal code. At this time staff proposed and that the new parking stalls will be free with no time restriction other than overnight (2-5 a.m.).

BOARD/COMMISSION INFORMATION

The Transportation Committee supports this recommendation (5-0).

FISCAL IMPACT

The fiscal impact of this ordinance change is parking signage.

RECOMMENDATION

I recommend approval of the ordinance.

Attachments

ORD 24-669
P-19 East 9th Map

12/10/2024 SECOND READING	24-669	ORDINANCE
11/26/2024 FIRST READING	24-629	ORDINANCE
CARRIED	7-0	

PURPOSE: AMEND SECTION 27-35 AND APPENDIX 27B OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS WITHIN CITY OWNED PARKING LOTS IN RELATION TO THE CONSTRUCTION OF THE NEW EAST 9TH AVENUE PARKING LOT (TRANSPORTATION COMMITTEE RECOMMENDS APPROVAL)

INITIATED BY: TRANSPORTATION DEPARTMENT

RECOMMENDATION: TRANSPORTATION COMMITTEE – APPROVED

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27-35 OF THE MUNICIPAL CODE PERTAINING TO MUNICIPAL PARKING LOTS TO ADD NEWLY CONSTRUCTED CITY EAST 9TH AVENUE PARKING LOT TO LISTING OF CITY PARKING LOTS AND ADOPT MAP AND ASSOCIATED REGULATIONS FOR THIS LOT WITHIN APPENDIX 27B OF THE MUNICIPAL CODE

WHEREAS, a new city parking lot was constructed on East 9th Avenue which requires the City's Municipal Code to be updated to establish parking regulations and designate parking stalls for that parking lot.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. Section 27-35 pertaining to Municipal Parking Lots is hereby amended to add the East 9th Parking lot.

SECTION 2. The attached map and parking regulations designated there on are hereby adopted and added to Appendix B of Chapter 27 of the City of Oshkosh Municipal Code.

SECTION 3. This ordinance shall be in full force and effect from and after its passage, publication and placement of the appropriate signage.

SECTION 4. Publication Notice. Please take notice that the City of Oshkosh enacted ordinance #24-669 on December 10th AMEND SECTION 27-35 AND APPENDIX 27B OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS WITHIN CITY OWNED PARKING LOTS IN RELATION TO THE CONSTRUCTION OF THE NEW EAST 9TH AVENUE PARKING LOT (A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27-35 OF THE MUNICIPAL CODE PERTAINING TO MUNICIPAL PARKING LOTS TO ADD NEWLY CONSTRUCTED CITY EAST 9TH AVENUE PARKING LOT TO LISTING OF CITY PARKING LOTS AND ADOPT MAP AND ASSOCIATED REGULATIONS FOR THIS LOT WITHIN APPENDIX 27B OF THE MUNICIPAL CODE). The ordinance adds the new East 9th Avenue parking lot and associated regulations to the municipal code.

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-19 - East 9th Ave - 115 East 9th

- Handicap (4 stalls)
- Unrestricted (46 stalls)

N

Feet

0 25 50

Printing Date: 11/1/2024

Prepared by:
City of Oshkosh, WI

City of Oshkosh

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:	Lynn Lorenson, City Attorney
DATE:	December 10, 2024
SUBJECT:	Ord 24-670 Amend Portions of Chapter 4 of the City of Oshkosh Municipal Code Pertaining to Alcohol Beverages -- License Investigations, Granting and Issuance of Premises and Operator's Licenses

BACKGROUND

The State of Wisconsin updated significant portions of the Wisconsin Statutes pertaining to Alcohol Beverage laws. City staff reviewed the changes and worked with outside counsel from the law firm of Ogden, Glazer and Schaefer, LLC who specialize in alcohol beverage regulations.

Based on the review of our current codes it is recommended that the City update and clarify current code provisions pertaining to license investigations and to the granting and issuance of premises and operator's licenses. The Department of Revenue issued draft guidance on November 6th that staff is currently reviewing and which may necessitate or advise additional changes, particularly in relation to Full Service Retail outlets. However at this time, staff is recommending the current changes to give the City a clear process and starting point. If additional changes or modifications are required when the guidance and final rules are issued, staff would follow up with those after further review.

ANALYSIS

A working group comprised of staff from the City Attorney's office, City Clerk's office, Police Department, Fire Department, Planning Services Division, Parks Department and the City Manager and outside counsel met on several occasions to review the new state statutes and discuss the city's current processes and procedures. In many cases the updates are simply adding current practices more explicitly into the Municipal Code. One change that is not currently referenced in the alcohol beverage sections of the Municipal Code but does currently occur when a new business is established under the provisions of Chapter 30 of the Zoning Code is a review by the Planning Services Division. Due to changes in the state statutes pertaining to state licensing of Full Service Retail outlets, it is being recommended to municipalities to include a reference to zoning compliance within the alcohol beverage portions of your municipal code. As noted above, we continue to await some additional guidance from the State in this regard, however, because municipalities are starting to see these applications coming at this point, staff is recommending the changes to the code at this time. If additional clarifications are needed based on future guidance we will bring those forward as may be necessary.

A redlined and annotated version of the current code is attached to this memorandum which notes the specific changes being recommended and the basis for those changes.

Staff is grateful to outside counsel from the Ogden, Glazer and Schaefer law firm who provided expertise in this complex area of law and a perspective from an applicant's

potential view to our discussions to assure that staff was working within the law and in a manner that would not be burdensome to applicants.

FISCAL IMPACT

It is difficult to estimate a fiscal impact from the proposed revisions in this case. Many reflect current processes and therefore staff believes at this point that there may be no or minimal impact.

RECOMMENDATION

It is recommended that the Council approve the proposed amendments to Chapter 4 Pertaining to Alcohol Beverages -- License Investigations, Granting and Issuance of Premises and Operator's Licenses.

Attachments

ORD 24-670
Chapter 4 updates - clean
Chapter 4 Updates - redline

12/10/2024 SECOND READING	24-670	ORDINANCE
11/26/2024 FIRST READING	24-630	ORDINANCE
LAID OVER	7-0	

PURPOSE: AMEND PORTIONS OF CHAPTER 4 OF THE CITY OF OSHKOSH MUNICIPAL CODE PERTAINING TO ALCOHOL BEVERAGES – LICENSE INVESTIGATIONS, GRANTING AND ISSUANCE OF PREMISES AND OPERATOR'S LICENSES

INITIATED BY: CITY ADMINISTRATION

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH PORTIONS OF CHAPTER 4 OF THE CITY OF OSHKOSH MUNICIPAL CODE PERTAINING TO ALCOHOL BEVERAGES – LICENSE INVESTIGATIONS, GRANTING AND ISSUANCE OF PREMISES AND OPERATOR'S LICENSES TO UPDATE LANGUAGE IN RESPONSE TO UPDATED STATE OF WISCONSIN ALCOHOL BEVERAGE LAWS

WHEREAS, the State of Wisconsin updated significant portions of the Wisconsin Statutes pertaining to Alcohol Beverage laws; and

WHEREAS, staff from the City Attorney's office, City Clerk's office, Police Department, Fire Department, Planning Services Division, Parks Department and the City Manager and outside counsel reviewed the City's current codes and recommends the following updates to the City's Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. That Sections 4-3, 4-4, 4-5, 4-16, and 4-17.2 of the City of Oshkosh Municipal Code pertaining to premises licenses and operator licenses are hereby repealed and recreated to read as shown on the attachment to this Ordinance.

SECTION 2. That Section 4-10 of the City of Oshkosh Municipal Code pertaining to Health Rules is hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

SECTION 4. Publication Notice. Please take notice that the City of Oshkosh enacted ordinance #24-670 AMEND PORTIONS OF CHAPTER 4 OF THE CITY OF OSHKOSH MUNICIPAL CODE PERTAINING TO ALCOHOL BEVERAGES – LICENSE INVESTIGATIONS, GRANTING AND ISSUANCE OF PREMISES AND OPERATOR'S LICENSES (A GENERAL ORDINANCE OF THE CITY OF OSHKOSH PORTIONS OF CHAPTER 4 OF THE CITY OF OSHKOSH MUNICIPAL CODE PERTAINING TO ALCOHOL BEVERAGES – LICENSE INVESTIGATIONS, GRANTING AND ISSUANCE OF PREMISES AND OPERATOR'S LICENSES TO UPDATE LANGUAGE IN RESPONSE TO UPDATED STATE OF WISCONSIN ALCOHOL BEVERAGE LAWS) ON December 10, 2024. This ordinance updates the provisions pertaining to review, granting and issuance of alcohol beverage licenses to clarify current provisions and explicitly set forth additional details in the current processes within the provisions of the municipal code. In addition, the revisions specifically require applicants to be truthful in their applications and includes a requirement that applications for new licenses be reviewed for zoning compliance and renewals be reviewed only for additions or changes to the property or use in relation to zoning compliance. The provisions for appeal to council of any license conditions are clarified.

The full text of the ordinance may be obtained at the Office of the City Clerk, 215 Church Avenue and through the City's website at www.oshkoshwi.gov. Clerk's phone: 920/236-5011.

SECTION 4-3 APPLICATION FOR LICENSED PREMISES

(A) Form

Applications for a premises license to sell or deal in intoxicating liquor shall be made in writing on the form prescribed by law, and shall be sworn to by the applicant, as provided within chapter 125 of the Wisconsin Statutes, and shall be filed with the City Clerk not less than fifteen (15) days prior to the granting of such license. In addition, the Council may require the filing of additional information for new premises licenses as the Council may determine necessary to determine the appropriateness of the location for the proposed licensed premises, the potential economic impact of the proposed premises, the record of the applicant in operating a licensed premises or other business and the potential impact of the proposed license premises on the surrounding neighborhood and community as a whole.

(B) Time for Filing

All renewal applications for licenses will be issued on July 1st of any year and all original applications for such licenses to be issued on July 1st of any year shall be executed and filed with the City Clerk not later than April 15th preceding to ensure timely granting and issuance on or before July 1st.

(C) Payment of License Fee

No license for the sale of alcohol beverages may be delivered to the applicant until the applicant files with the City Clerk a receipt showing payment of the prescribed license fee to the Treasurer. The applicant shall pay the prescribed license fee at least fifteen (15) days prior to the date the license is to be issued.

(D) Proof of Seller's Permit

Applications shall be accompanied by proof of application for or a copy of the applicant's current Wisconsin State Seller's permit. If the application is accompanied by an application for the seller's permit the license may be conditionally granted to the applicant and a copy of a current permit must be provided to the City Clerk's office prior to the issuance of the license.

(E) Publication

Said application shall be accompanied by the cost of the publication in the amount as provided for within chapter 125 of the Wisconsin Statutes. Prior to the granting of such license notice of the application shall be published in the official newspaper at least three (3) times successively. Such publication shall include the name and address of the applicant, and kind of license applied for, and the location of the premises to be licensed.

(F) All matters submitted to the City or the State by any applicant or licensee shall be true. It is a violation of this Chapter to submit any untrue statement or information to the City or State in relation to a license or permit application or in relation to the operation of a

licensed or permitted premises. Every application for license or permit issued under this Chapter shall contain information to the effect that the provision of false information may result in non-issuance, suspension, revocation, or non-renewal of a license or permit as well as issuance of a citation for forfeiture.

SECTION 4-4 LICENSE INVESTIGATION AND APPROVAL

(A) Investigation by Officials

The City Clerk shall notify the Chief of Police, the Winnebago County Health Department, the Planning Services Division, and the Chief of the Fire Department of each application, and these officials shall inspect or cause to be inspected each applicant's qualifications and the premises to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances, and laws applicable thereto, as follows:

(1) The Chief of Police shall review the applicant's history of police contacts, if any, and may make a recommendation to refuse a license to any person who the Chief has determined has been convicted of any felony, misdemeanor or ordinance offense(s) the circumstances of which substantially relate to the licensed activity pursuant to §111.335 Wis. Stats. In the case of new license applications, the Police Chief may also make recommendation concerning the appropriateness of the proposed location and premises for matters including but not limited to, whether the proposed location of the premises or proposed construction of the premises or operation thereof would potentially create a public or private nuisance, neighborhood problems such as unreasonably loud noise, parking issues or congestion.

(2) The Winnebago County Health Department shall inspect the applicant's premises for compliance with all applicable health codes and required licensing including but not limited to the Wisconsin Food Code. Applicant's must be in compliance with all applicable health codes prior to issuance of a license under this Chapter. Applicant's must maintain compliance with all applicable health codes during each license year.

(3) The Fire Chief shall inspect the applicant's premises for compliance with all applicable fire codes, including specifically the requirements of the State of Wisconsin Fire Code SPS 314. Applicant's must be in compliance with all applicable fire codes prior to issuance of a license under this Chapter. Applicant's must maintain compliance with all applicable fire codes during each license year.

(4) The Planning Services Division shall review the application for any new proposed premises for compliance with the location requirements of §125.68(3) Wis. Stats. as well as in relation to the zoning classification together with the surrounding land uses and may make a recommendation concerning the appropriateness of the proposed location and premises for matters including but not limited to, whether the proposed

location of the premises or proposed construction of the premises or operation thereof would potentially create a public or private nuisance, neighborhood problems such as unreasonably loud noise, parking issues or congestion. For existing licenses, the Planning Services Division shall review the licensed premises for any changes to the property, premises or operation for continued compliance with applicable zoning requirements.

Any of these officials may designate an employee of their offices to provide the requested information, however, the official shall be responsible for the information provided by any employee so designated.

These officials shall each file with the City Clerk, the information derived from such investigation accompanied by a recommendation as to whether a license should be granted, conditionally granted or denied.

If the recommendation is to conditionally grant the license, a written explanation shall be provided to the City Clerk's office who shall provide such explanation to the applicant. If the recommendation is to conditionally grant the license, based upon items noted in the investigations which are deemed reasonably correctable by the inspecting official, the City Clerk may forward the license for approval by Council and approval by the Council shall be conditioned upon correction of any conditions noted in the written explanation provided to the City Clerk.

If the recommendation is to deny the license, a written explanation shall be provided to the City Clerk's office who shall provide such explanation to the Council and the applicant.

(B) Approval by Council

The City Council may, upon the applicant's completion of all prescribed procedures, grant conditionally grant, or deny the license. If the Council decides not to grant a new license under this Chapter, it shall notify the applicant in writing of the decision and the reason(s) therefore pursuant to Section 125.12 of the Wisconsin Statutes. Nonrenewal of licenses shall be governed by the provisions of Section 125.12 of the Wisconsin Statutes.

(C) Appearance before Council

Unless notified otherwise, all applicants for the license need not appear in person before the City Council provided a completed questionnaire is presented to the Council with the requisite application.

SECTION 4-5 GRANTING AND ISSUANCE OF LICENSE

Opportunity shall be given by the Common Council to any person to be heard for or against the

granting of any license. Upon the approval of the applicant by the Common Council, the City Clerk shall issue to the applicant a license. If a license has been conditionally approved, the City Clerk shall issue to the applicant a license only upon proof of compliance with all conditions. Each license shall be numbered in the order in which issued, and shall state the premises for which issued, the date of issuance, the fee paid, and the name of the licensee.

Upon the approval of the applicant by the Common Council, the City Clerk shall issue to the applicant a license except as follows:

(A) For any premises for which items were identified under section 4-4 above until all conditions have been corrected and verified by reinspection by the Department identifying the condition.

Upon correction of any conditions noted, the official shall provide notice to the City Clerk as soon as reasonably practical of the satisfaction of the conditions, and upon correction of all applicable conditions, the City Clerk may proceed to issue the license.

Any applicant refused a license due to conditions or aggrieved by any condition may request appeal of the condition by the Common Council by filing a written request for appeal with the City Clerk. The appeal shall be scheduled before the Common Council as provided in this section.

(B) Unpaid Taxes, Assessments or Special Charges.

1) Premises.

a) For any premises for which taxes, assessments, or special charges are delinquent and unpaid.

i. This subsection 1) shall not apply to prohibit the issuance of a license for any premises if:

a. the unpaid taxes, assessments or special charges were levied against the premises; and
b. the license is necessary for the conduct of business on the premises by a lessee of the premises; and
c. the licensee and owner have no immediate or extended family, business, or financial relationship with one another other than as landlord and tenant.

b) For any premises for which a conditional approval of the granting of the license has been issued and for which written proof of fulfillment or

completion of the conditions has not been provided to the City Clerk's office.

2) Persons.

a) To any person who is delinquent in the payment of taxes, assessments or special charges related to the business or property for which the license or permit is sought.
b) To any applicant for a Class "A" or Class "B" license who has an indebtedness for fermented malt beverages outstanding for more than 15 days or to any applicant for an intoxicating liquor or retail license or permit who has an indebtedness for intoxicating liquor outstanding for more than 30 days.
c) To any person who has not provided a copy of their current State of Wisconsin Seller's Permit
d) To any person for which a conditional approval of the granting of the license has been issued and for which written proof of fulfillment or completion of the conditions has not been provided to the City Clerk's office.

Upon issuance of the license, the City Clerk shall remit the license fee to the City Treasurer who shall transfer said fee to the General City Fund. The full license fee shall be charged except as specifically provided for within this ordinance or by statute.

(3) Appeal from determinations of the Finance Director.

Alleged errors in the determination of non-issuance of the license based upon delinquent or unpaid taxes, assessments or special charges may be appealed to the Finance Director within 5 days of notice of the non-issuance of the license or permit. The Finance Director shall issue a notice setting forth a date and time for hearing on the matter, not less than three (3) days nor more than fifteen (15) days after the date of the notice of hearing. At the hearing, the complainant and a representative of the City may be represented by counsel, may present evidence and call and examine witnesses and cross examine witnesses of another party. Such witnesses shall be sworn or affirmed by the person conducting the hearing. The Finance Director shall act as the decision maker. If the Finance Director is unable to so act, a decision maker shall be appointed by the City Manager.

A written determination shall be made directing the continued holding of the license or permit or the issuance of such license or permit. Within ten (10) days of the hearing, the written determination shall be mailed to all interested parties and shall be placed on file with the City Clerk by the decision maker. The written decision shall specify the reasons for the decision made.

Within ten days of the date of posting of the written decision, any person

aggrieved thereby may appeal such decision to the Common Council. Appeals shall be taken by filing a notice of appeal specifying the grounds therefor with the City Clerk.

(4) Appeals to Council. On Appeal the Finance Director or other decision maker shall forthwith transmit all papers relating to such appeal to the City Clerk. The Clerk shall give notice of the appeal to the Common Council at its next regular meeting. The Council shall then fix a reasonable time for hearing of the same and give public notice thereof, as well as notice to the parties interested, and shall promptly decide the appeal. Any party to the proceeding as well as any person who may be adversely affected by a decision of the Council may appear at the hearing and may produce witnesses and be represented by counsel. In addition to any other witnesses presented, the council may subpoena and examine such other persons as it may deem necessary for a fair and impartial hearing of the appeal. The Clerk shall swear or affirm all persons testifying before the council in regard to the appeal, and shall maintain a record of all testimony and other evidence as may be presented.

The Council may reverse, affirm, or modify the decision of the Finance Director or other decision maker appealed from, and to this end may direct issuance or non-issuance of any license or permit. Within ten (10) days after the decision on any appeal, the City Clerk shall cause due notice thereof in writing to be mailed to all parties to the appeal as well as any other persons who may have appeared therein at their last known post office address. Such notice shall specify the grounds for the decision.

Any person aggrieved by the decision of the Common Council on appeal may seek such other legal relief as may be available.

ARTICLE IV. OPERATOR'S LICENSES

SECTION 4-16 APPLICATION FOR OPERATOR'S LICENSE

A written application shall be filed with the City Clerk with such pertinent information as the City Clerk may require. The applicant shall pay the prescribed fee at the time of application. Applications shall be valid for a period of sixty (60) days.

All matters submitted to the City or the State by any applicant or licensee shall be true. It is a violation of this Chapter to submit any untrue statement or information to the City or State in relation to a license or permit application or in relation to the operation of a licensed or permitted premises. Every application for license or permit issued under this Chapter shall contain information to the effect that the provision of false information may result in non-issuance,

suspension, revocation, or non-renewal of a license or permit as well as issuance of a citation for forfeiture.

SECTION 4-17.2 ISSUANCE OF OPERATOR'S LICENSES

The Common Council hereby grants to the City Clerk the authority to issue operator's licenses to persons who have met the requirements contained in this Code and Chapter 125 of the Wisconsin Statutes, as may be amended from time to time.

The Chief of Police or the Chief's designee shall review all applications for operator's licenses prior to issuance to determine whether the applicant meets all requirements and is a proper person to be the recipient of a license.

The Chief of Police shall review the applicant's history of police contacts, if any, and may make a recommendation to refuse a license to any person who the Chief has determined has been convicted of any felony, misdemeanor or ordinance offense(s) the circumstances of which substantially relate to the licensed activity pursuant to §111.335 Wis. Stats.

The Chief of Police or designee shall report their findings and recommendation to the City Clerk whether the license should be granted or denied.

Upon completion of the application, recommendation by the Chief of Police or the Chief's designee to issue the license and payment of the appropriate fee, the City Clerk may issue the operator's license.

If the recommendation of the Chief or Chief's designee is to deny the license, or the City Clerk determines for non-payment of fee, failure to complete the required responsible beverage server training course, or other reason to deny the license, the City Clerk shall notify the applicant in writing of the decision to deny the license and the reason(s) therefore and informing the applicant that the applicant may request that the license approval be placed upon the council agenda for review and determination by the City Council. Requests for review shall be made in writing, be signed by the applicant, and shall be placed upon the council agenda for review and determination as soon as practicable.

If the City Council determines not to issue an operator's license the Council shall direct that the applicant be notified in writing of the refusal to issue and the reasons for the decision.

SECTION 4-3 APPLICATION FOR LICENSED PREMISES

(A) Form

Applications for a premises license to sell or deal in intoxicating liquor shall be made in writing on the form prescribed by law, and shall be sworn to by the applicant, as provided within chapter 125 of the Wisconsin Statutes, and shall be filed with the City Clerk not less than fifteen (15) days prior to the granting of such license. In addition, the Council may require the filing of additional information for new premises licenses as the Council may determine necessary to determine the appropriateness of the location for the proposed licensed premises, the potential economic impact of the proposed premises, the record of the applicant in operating a licensed premises or other business and the potential impact of the proposed license premises on the surrounding neighborhood and community as a whole.

(B) Time for Filing

All renewal applications for licenses will be issued on July 1st of any year and all original applications for such licenses to be issued on July 1st of any year shall be executed and filed with the City Clerk not later than April 15th preceding to ensure timely granting and issuance on or before July 1st.

(C) Payment of License Fee

No license for the sale of alcohol beverages may be delivered to the applicant until the applicant files with the City Clerk a receipt showing payment of the prescribed license fee to the Treasurer. The applicant shall pay the prescribed license fee at least fifteen (15) days prior to the date the license is to be issued.

(D) Proof of Seller's Permit

Applications shall be accompanied by proof of application for or a copy of the applicant's current Wisconsin State Seller's permit. If the application is accompanied by an application for the seller's permit the license may be conditionally granted to the applicant and a copy of a current permit must be provided to the City Clerk's office prior to the issuance of the license.

(E) Publication

Said application shall be accompanied by the cost of the publication in the amount as provided for within chapter 125 of the Wisconsin Statutes. Prior to the granting of such license notice of the application shall be published in the official newspaper at least three (3) times successively. Such publication shall include the name and address of the applicant, and kind of license applied for, and the location of the premises to be licensed.

(F) All matters submitted to the City or the State by any applicant or licensee shall be true. It is a violation of this Chapter to submit any untrue statement or information to the City or State in relation to a license or permit application or in relation to the operation of a

Commented [LL1]: Clarifying Title that this is for the Premises license

Commented [LL2]: Adding language to address the additional questionnaire that Council has been using to specifically include a reference to it in the ordinance.

licensed or permitted premises. Every application for license or permit issued under this Chapter shall contain information to the effect that the provision of false information may result in non-issuance, suspension, revocation, or non-renewal of a license or permit as well as issuance of a citation for forfeiture.

Commented [LL3]: Proposing to put this more explicitly into the ordinances.

SECTION 4-4 LICENSE INVESTIGATION AND APPROVAL

(A) Investigation by Officials

The City Clerk shall notify the Chief of Police, the Winnebago County Health Department, the Planning Services Division, and the Chief of the Fire Department of each application, and these officials shall inspect or cause to be inspected each applicant's qualifications and the premises~~, together with such other investigation as shall be necessary~~ to determine whether the applicant and the premises sought to be licensed comply with the regulations, ordinances, and laws applicable thereto, ~~including those governing sanitation in restaurants, and whether the applicant is a proper person to be the recipient of a license~~as follows:

Commented [LL4]: Adding Planning Services Division for Zoning compliance, particularly under new statutes we must apply same rules to review of FSR establishments licensed by state, so it is important to specifically reference zoning as a requirement for the license approval

~~.~~(1) -The Chief of Police shall ~~interview or cause to be interviewed the applicant for purposes of completing the Council Questionnaire~~ review the applicant's history of police contacts, if any, and may make a recommendation to refuse a license to any person who the Chief has determined has been convicted of any felony, misdemeanor or ordinance offense(s) the circumstances of which substantially relate to the licensed activity pursuant to §111.335 Wis. Stats. In the case of new license applications, the Police Chief may also make recommendation concerning the appropriateness of the proposed location and premises for matters including but not limited to, whether the proposed location of the premises or proposed construction of the premises or operation thereof would potentially create a public or private nuisance, neighborhood problems such as unreasonably loud noise, parking issues or congestion.

Commented [LL5]: This section is based on current review done by police department of applications

(2) The Winnebago County Health Department shall inspect the applicant's premises for compliance with all applicable health codes and required licensing including but not limited to the Wisconsin Food Code. Applicant's must be in compliance with all applicable health codes prior to issuance of a license under this Chapter. Applicant's must maintain compliance with all applicable health codes during each license year.

Commented [LL6]: This section is based on County's Health Department response to inquiry of their current practices

(3) The Fire Chief shall inspect the applicant's premises for compliance with all applicable fire codes, including specifically the requirements of the State of Wisconsin Fire Code SPS 314. Applicant's must be in compliance with all applicable fire codes prior to issuance of a license under this Chapter. Applicant's must maintain compliance with all applicable fire codes during each license year.

Commented [LL7]: This section is based on Fire Department's current review of applications

(4) The Planning Services Division shall review the application for any new proposed premises for compliance with the location requirements of §125.68(3) Wis. Stats. as well as in relation to the zoning classification together with the surrounding land uses and may make a recommendation concerning the appropriateness of the proposed location and premises for matters including but not limited to, whether the proposed location of the premises or proposed construction of the premises or operation thereof would potentially create a public or private nuisance, neighborhood problems such as unreasonably loud noise, parking issues or congestion. For existing licenses, the Planning Services Division shall review the licensed premises for any changes to the property, premises or operation for continued compliance with applicable zoning requirements.

Any of these officials may designate an employee of their offices to provide the requested information, however, the official shall be responsible for the information provided by any employee so designated.

Commented [LL8]: As noted above, putting in specific provision to require compliance with zoning for new premises as well as opportunity to address issues that they may see from a planning/zoning/neighborhoods perspective

These officials shall each file with the City Clerk, the information derived from such investigation accompanied by a recommendation as to whether a license should be granted, conditionally granted or denied.

If the recommendation is to conditionally grant the license, a written explanation shall be provided to the City Clerk's office who shall provide such explanation to the applicant. If the recommendation is to conditionally grant the license, based upon items noted in the investigations which are deemed reasonably correctable by the inspecting official, the City Clerk may forward the license for approval by Council and approval by the Council shall be conditioned upon correction of any ~~violations~~ conditions noted in the written explanation provided to the City Clerk.

If the recommendation is to deny the license, a written explanation shall be provided to the City Clerk's office who shall provide such explanation to the Council and the applicant.

(B) Approval by Council

The City Council may, upon the applicant's completion of all prescribed procedures, grant ~~or~~ conditionally grant, or deny the license. If the Council decides not to grant a new license under this Chapter, it shall notify the applicant in writing of the decision and the reason(s) therefore pursuant to Section 125.12 of the Wisconsin Statutes. Nonrenewal of licenses shall be governed by the provisions of Section 125.12 of the Wisconsin Statutes.

(C) Appearance before Council

Unless notified otherwise, all applicants for the license need not appear in person before the City Council provided a completed questionnaire is presented to the Council with the requisite application.

SECTION 4-5 GRANTING AND ISSUANCE OF LICENSE

Opportunity shall be given by the Common Council to any person to be heard for or against the granting of any license. Upon the approval of the applicant by the Common Council, the City Clerk shall issue to the applicant a license. If a license has been conditionally approved, the City Clerk shall issue to the applicant a license only upon proof of compliance with all conditions. Each license shall be numbered in the order in which issued, and shall state the premises for which issued, the date of issuance, the fee paid, and the name of the licensee.

Upon the approval of the applicant by the Common Council, the City Clerk shall issue to the applicant a license except as follows:

(A) For any premises for which items were identified under section 4-4 above until all conditions have been corrected and verified by reinspection by the Department identifying the condition.

Upon correction of any conditions noted, the official shall provide notice to the City Clerk as soon as reasonably practical of the satisfaction of the conditions, and upon correction of all applicable conditions, the City Clerk may proceed to issue the license.

Commented [LL9]: Clarifying ability to issue on satisfaction of conditions.

Any applicant refused a license due to conditions or aggrieved by any condition may request appeal of the condition by the Common Council by filing a written request for appeal with the City Clerk. The appeal shall be scheduled before the Common Council as provided in this section.

Commented [LL10]: Clarifying that an applicant may appeal from a condition that they feel they actually meet or that is unreasonable.

~~(A)~~(B) Unpaid Taxes, Assessments or Special Charges.

1) Premises.

a) For any premises for which taxes, assessments, or special charges are delinquent and unpaid.

i. This subsection 1) shall not apply to prohibit the issuance of a license for any premises if:

a. the unpaid taxes, assessments or special charges were levied against the premises; and
b. the license is necessary for the conduct of business on the premises by a lessee of the premises; and
c. the licensee and owner have no immediate or extended family, business, or financial relationship with one another other than as landlord and tenant.

b) For any premises for which a conditional approval of the granting of the license has been issued and for which written proof of fulfillment or completion of the conditions has not been provided to the City Clerk's office.

2) Persons.

a) To any person who is delinquent in the payment of taxes, assessments or special charges related to the business or property for which the license or permit is sought.
b) To any applicant for a Class "A" or Class "B" license who has an indebtedness for fermented malt beverages outstanding for more than 15 days or to any applicant for an intoxicating liquor or retail license or permit who has an indebtedness for intoxicating liquor outstanding for more than 30 days.
c) To any person who has not provided a copy of their current State of Wisconsin Seller's Permit
d) To any person for which a conditional approval of the granting of the license has been issued and for which written proof of fulfillment or completion of the conditions has not been provided to the City Clerk's office.

Upon issuance of the license, the City Clerk shall remit the license fee to the City Treasurer who shall transfer said fee to the General City Fund. The full license fee shall be charged except as specifically provided for within this ordinance or by statute.

(3) Appeal from determinations of the Finance Director.

Alleged errors in the determination of non-issuance of the license based upon delinquent or unpaid taxes, assessments or special charges may be appealed to the Finance Director within 5 days of notice of the non-issuance of the license or permit. The Finance Director shall issue a notice setting forth a date and time for hearing on the matter, not less than three (3) days nor more than fifteen (15) days after the date of the notice of hearing. At the hearing, the complainant and a representative of the City may be represented by counsel, may present evidence and call and examine witnesses and cross examine witnesses of another party. Such witnesses shall be sworn or affirmed by the person conducting the hearing. The Finance Director shall act as the decision maker. If the Finance Director is unable to so act, a decision maker shall be appointed by the City Manager.

A written determination shall be made directing the continued holding of the license or permit or the issuance of such license or permit. Within ten (10) days of the hearing, the written determination shall be mailed to all interested parties and shall be placed on file with the City Clerk by the decision maker. The written

decision shall specify the reasons for the decision made.

Within ten days of the date of posting of the written decision, any person aggrieved thereby may appeal such decision to the Common Council. Appeals shall be taken by filing a notice of appeal specifying the grounds therefor with the City Clerk.

(4) Appeals to Council. On Appeal the Finance Director or other decision maker shall forthwith transmit all papers relating to such appeal to the City Clerk. The Clerk shall give notice of the appeal to the Common Council at its next regular meeting. The Council shall then fix a reasonable time for hearing of the same and give public notice thereof, as well as notice to the parties interested, and shall promptly decide the appeal. Any party to the proceeding as well as any person who may be adversely affected by a decision of the Council may appear at the hearing and may produce witnesses and be represented by counsel. In addition to any other witnesses presented, the council may subpoena and examine such other persons as it may deem necessary for a fair and impartial hearing of the appeal. The Clerk shall swear or affirm all persons testifying before the council in regard to the appeal, and shall maintain a record of all testimony and other evidence as may be presented.

The Council may reverse, affirm, or modify the decision of the Finance Director or other decision maker appealed from, and to this end may direct issuance or non-issuance of any license or permit. Within ten (10) days after the decision on any appeal, the City Clerk shall cause due notice thereof in writing to be mailed to all parties to the appeal as well as any other persons who may have appeared therein at their last known post office address. Such notice shall specify the grounds for the decision.

Any person aggrieved by the decision of the Common Council on appeal may seek such other legal relief as may be available.

~~**SECTION 4-10 HEALTH RULES**~~

~~Each licensed premises shall have a current Health Permit or Restaurant License.~~

Commented [LL11]: Moved up to application review portion of the ordinance.

ARTICLE IV. OPERATOR'S LICENSES

SECTION 4-16 APPLICATION FOR OPERATOR'S LICENSE

A written application shall be filed with the City Clerk with such pertinent information as the City Clerk may require. The applicant shall pay the prescribed fee at the time of application. Applications shall be valid for a period of sixty (60) days.

All matters submitted to the City or the State by any applicant or licensee shall be true. It is a violation of this Chapter to submit any untrue statement or information to the City or State in relation to a license or permit application or in relation to the operation of a licensed or permitted premises. Every application for license or permit issued under this Chapter shall contain information to the effect that the provision of false information may result in non-issuance, suspension, revocation, or non-renewal of a license or permit as well as issuance of a citation for forfeiture.

Commented [LL12]: Proposing to put this more explicitly into the ordinances

SECTION 4-17.2 ISSUANCE OF OPERATOR'S LICENSES

The Common Council hereby grants to the City Clerk the authority to issue operator's licenses to persons who have met the requirements contained in this Code and Chapter 125 of the Wisconsin Statutes, as may be amended from time to time.

The Chief of Police or the Chief's designee shall review all applications for operator's licenses prior to issuance to determine whether the applicant meets all requirements and is a proper person to be the recipient of a license.

The Chief of Police shall review the applicant's history of police contacts, if any, and may make a recommendation to refuse a license to any person who the Chief has determined has been convicted of any felony, misdemeanor or ordinance offense(s) the circumstances of which substantially relate to the licensed activity pursuant to §111.335 Wis. Stats.

Commented [LL13]: This section is based on current review done by police department of applications

The Chief of Police or designee shall report their findings and recommendation to the City Clerk whether the license should be granted or denied.

Upon completion of the application, recommendation by the Chief of Police or the Chief's designee to issue the license and payment of the appropriate fee, the City Clerk may issue the operator's license.

If the recommendation of the Chief or Chief's designee is to deny the license, or the City Clerk determines for non-payment of fee, failure to complete the required responsible beverage server training course, or other reason to deny the license, the City Clerk shall notify the applicant in writing of the decision to deny the license and the reason(s) therefore and informing the applicant

that the applicant may request that the license approval be placed upon the council agenda for review and determination by the City Council. Requests for review shall be made in writing, be signed by the applicant, and shall be placed upon the council agenda for review and determination as soon as practicable.

If the City Council determines not to issue an operator's license the Council shall direct that the applicant be notified in writing of the refusal to issue and the reasons for the decision.

TO:	Honorable Mayor and Members of the Common Council
FROM:	Lynn Lorenson, City Attorney
DATE:	December 10, 2024
SUBJECT:	Ord 24-671 Create Chapter 4 Article III-A Pertaining to Alcohol Beverages - Issuance of Special Class "B" and Special "Class B" Licenses

BACKGROUND

At a recent special meeting for the purpose of issuing a Special Class "B" license, the Council questioned whether it was permissible to authorize the City Clerk to issue Special Class "B" and Special "Class B" licenses without the need to bring those licenses to Council for approval. Section 125.17(1) of the Wisconsin Statutes permits a municipality to designate an official authorized to issue Special Class "B" and Special "Class B" Licenses.

ANALYSIS

Staff reviewed the current Municipal Code for the purpose of authorizing the City Clerk to issue Special Class "B" and Special "Class B" licenses. Staff recommends creation of a new section of the Code: to authorize the City Clerk to issue Special Class "B" and Special "Class B" licenses for persons meeting all statutory and ordinance requirements and to set forth an appeal process for persons who might be denied a license or who believe conditions of a license approval by staff through this staff administrative process are unreasonable. This process will allow for quicker issuance of Special Class "B" and Special "Class B" licenses, which will no longer need to wait for formal Council approval.

A copy of an annotated redlined version of the proposed ordinance changes and clean copy of the revised ordinance are included with this memorandum.

FISCAL IMPACT

The proposed changes allow issuance of Special Class "B" and Special "Class B" licenses directly by the City Clerk. There is some time savings in the preparation of council items, but there is no substantial fiscal impact anticipated from passage of this ordinance.

RECOMMENDATION

It is recommended that if Council wishes to delegate this authority to the City Clerk, that the Council approve the proposed amendments to Chapter 4 to Create Chapter 4 Article III-A Pertaining to Alcohol Beverages - Issuance of Special Class "B" and Special "Class B" Licenses.

Attachments

ORD 24-671
Chapter 4 - Special Class B Licenses - clean
Chapter 4 - Special Class B Licenses - Annotated

12/10/2024 SECOND READING	24-671	ORDINANCE
11/26/2024 FIRST READING	24-631	ORDINANCE
CARRIED	7-0	

PURPOSE: CREATE CHAPTER 4 ARTICLE III-A PERTAINING TO ALCOHOL BEVERAGES - ISSUANCE OF SPECIAL CLASS "B" AND SPECIAL "CLASS B" LICENSES

INITIATED BY: CITY ADMINISTRATION

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AUTHORIZING THE CITY CLERK TO ISSUE SPECIAL CLASS "B" AND SPECIAL "CLASS B" LICENSES WITHOUT COUNCIL APPROVAL WHEN APPLICANTS MEET CERTAIN CONDITIONS

WHEREAS, Section 125.17(1) of the Wisconsin Statutes permits a municipality to designate an official authorized to issue Special Class "B" and Special "Class B" Licenses; and

WHEREAS, Council asked staff to review the statutes and ordinances to determine whether it may be appropriate to authorize the City Clerk to issue Special Class "B" and Special "Class B" licenses without the need to bring those licenses to Council for specific approval; and

WHEREAS, staff reviewed the applicable statutes and ordinances and the current processes for review and issuance of licenses and recommends creation of a new section of the Code to authorize the City Clerk to issue Special Class "B" and Special "Class B" licenses for persons meeting all statutory and ordinance requirements and to set forth an appeal process for persons who might be denied a license or who believe conditions of a license approval by staff through this staff administrative process are unreasonable; and

WHEREAS, passage of this ordinance will allow for quicker issuance of Special Class "B" and Special "Class B" licenses which will no longer need to wait for formal Council approval which may assist applicants.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. That Chapter 4 Article III-A of the City of Oshkosh Municipal Code pertaining to the issuance of Special Class "B" and Special "Class B" licenses is hereby created to read as shown on the attachment to this ordinance.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

SECTION 3. Publication Notice. Please take notice that the City of Oshkosh enacted ordinance #24-671 CREATE CHAPTER 4 ARTICLE III-A PERTAINING TO ALCOHOL BEVERAGES - ISSUANCE OF SPECIAL CLASS "B" AND SPECIAL "CLASS B" LICENSES (A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AUTHORIZING THE CITY CLERK TO ISSUE SPECIAL CLASS "B" AND SPECIAL "CLASS B" LICENSES WITHOUT COUNCIL APPROVAL WHEN APPLICANTS MEET CERTAIN CONDITIONS) ON December 10, 2024. This ordinance authorizes the City Clerk to issue Special Class "B" and Special "Class B" licenses for persons meeting all statutory and ordinance requirements without the need for separate Council approval and sets forth an appeal process for persons who might be denied a license or who believe conditions of a license approval by staff are unreasonable.

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.

ARTICLE III - A. ISSUANCE OF SPECIAL CLASS "B" AND SPECIAL "CLASS B" LICENSES

SECTION 4-14.2 DEFINITIONS

Special Class "B" licenses authorize the sale of fermented malt beverages at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society.

Special "Class B" licenses authorize the sale of wine in an original package, container, or bottle or by the glass if the wine is dispensed directly from an original package, container, or bottle at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society.

SECTION 4-14.3 APPLICATION FOR SPECIAL CLASS "B" AND "CLASS B" LICENSES

Applications for a temporary Special Class "B" and Special "Class B" licenses shall be made in writing on the form prescribed by law, shall be sworn to by the applicant, as provided within chapter 125 of the Wisconsin Statutes, and shall be filed with the City Clerk not less than fifteen (15) days prior to the granting of such license.

In addition to the application information, the applicant shall provide the contact information for a Special Event with which they will be working or may be required to fill out a Special Event Application under the provisions of Chapter 5 of this Municipal Code. If the applicant is not associated with a Special Event approved under Chapter 5, the Clerk or Police Chief may require in addition to the application form, the submission of additional information pertaining to the event or proposed use of the license prior to review and recommendation or granting and issuance of the license.

Special Class "B" licenses shall only be issued to those entities authorized under §125.26(6) Wis. Stats.

Special "Class B" licenses shall only be issued to those entities authorized under §125.51(10) Wis. Stats.

The applicant shall pay the prescribed fee at the time of application.

All matters submitted to the City or the State by any applicant or licensee shall be true. It

is a violation of this Chapter to submit any untrue statement or information to the City or State in relation to a license or permit application or in relation to the operation of a licensed or permitted premises. Every application for license or permit issued under this Chapter shall contain information to the effect that the provision of false information may result in non-issuance, suspension, revocation, or non-renewal of a license or permit as well as issuance of a citation for forfeiture.

SECTION 4-14.4 ISSUANCE OF SPECIAL CLASS "B" AND SPECIAL "CLASS B" LICENSES

The Common Council hereby grants to the City Clerk the authority to issue Special Class "B" and Special "Class B" Licenses to persons who have met the requirements contained in this Code and Chapter 125 of the Wisconsin Statutes, as may be amended from time to time.

The Chief of Police or the Chief's designee shall review all applications for Special Class "B" and Special "Class B" licenses prior to issuance to determine whether the applicant meets all requirements and is a proper person to be the recipient of a license. The Chief of Police shall review the applicant's police record, if any, and may make a recommendation to refuse a license to any person who the Chief has determined has been convicted of any felony, misdemeanor or ordinance offense(s) the circumstances of which substantially relate to the licensed activity pursuant to §111.335 Wis. Stats.

The City Clerk or Police Chief may designate an employee of their offices to provide the requested information, however, the City Clerk and/or Police Chief shall be responsible for the information provided by any employee so designated.

If a Special Event Permit has been approved in connection with the proposed license, upon completion of the application, recommendation by the Chief of Police or the Chief's designee to issue the license and payment of the appropriate fee, the City Clerk may issue the operator's license with any conditions noted in the Special Event Permit and/or in the recommendation of the Chief of Police.

If a Special Event Permit has not been issued in connection with the proposed license, the Police Chief may make recommendation concerning the appropriateness of the proposed location and premises for matters including but not limited to, whether the proposed location of the premises or proposed configuration of the premises or operation thereof would potentially create a public or private nuisance, neighborhood problems such as unreasonably loud noise, parking issues or congestion and may recommend conditions upon the issuance of the Special Class "B" or Special "Class B" license(s) to address such

issues or other issues pertaining to the use of such license, such as measures to be taken to address potential underage consumption, littering, or other nuisance activity associated with the planned event or use of the Special Class "B" or Special "Class B" license. If the applicant agrees to such conditions, upon completion of the application, recommendation by the Chief of Police to issue the license and payment of the appropriate fee, the City Clerk may issue the Special Class "B" or Special "Class B" license with any conditions noted as agreed to by the Police Chief and applicant.

If the applicant does not agree with the conditions recommended, the recommendation of the Chief is to deny the license, or the City Clerk determines for non-payment of fee, failure to complete the required responsible beverage server training course, or other reason to deny the license; the City Clerk shall notify the applicant in writing of the decision to deny the license and the reason(s) therefore and inform the applicant that the applicant may request that the license approval be placed upon the council agenda for review and determination by the City Council. Requests for review shall be made in writing, be signed by the applicant, and shall be placed upon the council agenda for review and determination as soon as practicable. If the City Council determines not to issue a license the Council shall direct that the applicant be notified in writing of the refusal to issue and the reasons for the decision.

The City Clerk shall submit to the Common Council at least monthly a report of all Special Class "B" and Special "Class B" licenses issued under this section.

ARTICLE III - A. ISSUANCE OF SPECIAL CLASS "B" AND SPECIAL "CLASS B" LICENSES

Commented [LL1]: New Article to permit City Clerk to issue temporary Special Class "B" and Special "Class B" licenses

SECTION 4-14.2 DEFINITIONS

Special Class "B" licenses authorize the sale of fermented malt beverages at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society.

Special "Class B" licenses authorize the sale of wine in an original package, container, or bottle or by the glass if the wine is dispensed directly from an original package, container, or bottle at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society.

SECTION 4-14.3 APPLICATION FOR SPECIAL CLASS "B" AND "CLASS B" LICENSES

Applications for a temporary Special Class "B" and Special "Class B" licenses shall be made in writing on the form prescribed by law, shall be sworn to by the applicant, as provided within chapter 125 of the Wisconsin Statutes, and shall be filed with the City Clerk not less than fifteen (15) days prior to the granting of such license.

In addition to the application information, the applicant shall provide the contact information for a Special Event with which they will be working or may be required to fill out a Special Event Application under the provisions of Chapter 5 of this Municipal Code. If the applicant is not associated with a Special Event approved under Chapter 5, the Clerk or Police Chief may require in addition to the application form, the submission of additional information pertaining to the event or proposed use of the license prior to review and recommendation or granting and issuance of the license.

Commented [LL2]: Language to coordinate with Special Events under Chapter 5 of the City Code, when applicable

Special Class "B" licenses shall only be issued to those entities authorized under §125.26(6) Wis. Stats.

Special "Class B" licenses shall only be issued to those entities authorized under §125.51(10) Wis. Stats.

The applicant shall pay the prescribed fee at the time of application.

All matters submitted to the City or the State by any applicant or licensee shall be true.

It is a violation of this Chapter to submit any untrue statement or information to the City or State in relation to a license or permit application or in relation to the operation of a licensed or permitted premises. Every application for license or permit issued under this Chapter shall contain information to the effect that the provision of false information may result in non-issuance, suspension, revocation, or non-renewal of a license or permit as well as issuance of a citation for forfeiture.

SECTION 4-14.4 ISSUANCE OF SPECIAL CLASS "B" AND SPECIAL "CLASS B" LICENSES

The Common Council hereby grants to the City Clerk the authority to issue Special Class "B" and Special "Class B" Licenses to persons who have met the requirements contained in this Code and Chapter 125 of the Wisconsin Statutes, as may be amended from time to time.

Commented [LL3]: Grant of Authority to City Clerk

The Chief of Police or the Chief's designee shall review all applications for Special Class "B" and Special "Class B" licenses prior to issuance to determine whether the applicant meets all requirements and is a proper person to be the recipient of a license. The Chief of Police shall review the applicant's police record, if any, and may make a recommendation to refuse a license to any person who the Chief has determined has been convicted of any felony, misdemeanor or ordinance offense(s) the circumstances of which substantially relate to the licensed activity pursuant to §111.335 Wis. Stats.

Commented [LL4]: Requirement for Police Review and approval of issuance of license

The City Clerk or Police Chief may designate an employee of their offices to provide the requested information, however, the City Clerk and/or Police Chief shall be responsible for the information provided by any employee so designated.

If a Special Event Permit has been approved in connection with the proposed license, upon completion of the application, recommendation by the Chief of Police or the Chief's designee to issue the license and payment of the appropriate fee, the City Clerk may issue the operator's license with any conditions noted in the Special Event Permit and/or in the recommendation of the Chief of Police.

Commented [LL5]: Issuance when in coordination of Council approved special event

If a Special Event Permit has not been issued in connection with the proposed license, the Police Chief may make recommendation concerning the appropriateness of the proposed location and premises for matters including but not limited to, whether the proposed location of the premises or proposed configuration of the premises or operation thereof would potentially create a public or private nuisance, neighborhood problems such as unreasonably loud noise, parking issues or congestion and may recommend conditions upon the issuance of the Special Class "B" or Special "Class B" license(s) to address such

issues or other issues pertaining to the use of such license, such as measures to be taken to address potential underage consumption, littering, or other nuisance activity associated with the planned event or use of the Special Class "B" or Special "Class B" license. If the applicant agrees to such conditions, upon completion of the application, recommendation by the Chief of Police to issue the license and payment of the appropriate fee, the City Clerk may issue the Special Class "B" or Special "Class B" license with any conditions noted as agreed to by the Police Chief and applicant.

If the applicant does not agree with the conditions recommended, the recommendation of the Chief is to deny the license, or the City Clerk determines for non-payment of fee, failure to complete the required responsible beverage server training course, or other reason to deny the license; the City Clerk shall notify the applicant in writing of the decision to deny the license and the reason(s) therefore and inform the applicant that the applicant may request that the license approval be placed upon the council agenda for review and determination by the City Council. Requests for review shall be made in writing, be signed by the applicant, and shall be placed upon the council agenda for review and determination as soon as practicable. If the City Council determines not to issue a license the Council shall direct that the applicant be notified in writing of the refusal to issue and the reasons for the decision.

The City Clerk shall submit to the Common Council at least monthly a report of all Special Class "B" and Special "Class B" licenses issued under this section.

Commented [LL6]: Issuance when license is applied for and no council approved Special Event

Commented [LL7]: Right of appeal to Council if applicant does not agree with a license condition

Commented [LL8]: Requirement for City Clerk to report to Council on licenses issued

TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	*Ord 24-672 Approve Zone Change from Institutional (I) District to Urban Mixed Use District (UMU) for Part of 240 Algoma Boulevard (Plan Commission Recommends Approval)

BACKGROUND

The subject property, Christine Ann Domestic Abuse Shelter, recently relocated to 240 Algoma Boulevard from its previous location at 206 Algoma Boulevard. Nick Jenson, owner of 141 Church Avenue (Edward Jones Investments), approached Christine Ann about purchasing a small portion of 240 Algoma Boulevard. This area is to be combined with his property at 141 Church Avenue via Certified Survey Map. This will provide vehicular access to the back of his property. The two properties are located within two different zoning districts, with 240 Algoma Boulevard being I District and 141 Church Avenue being UMU District. The Zoning Ordinance prohibits split-zoned parcels so the area being combined with 141 Church Avenue needs to be rezoned to UMU District, matching the rest of the property.

The surrounding area has predominantly institutional and governmental uses with a scattering of commercial and low-density residential uses. This is all consistent with the Center City land use recommendation indicated in the City's Comprehensive Plan.

ANALYSIS

The proposed zone change from I District to UMU District will be 2,029 square feet in area, approximately 98 feet long and 20 feet wide. This will enable 141 Church Avenue to attach this area with the rest of the property as it will be entirely within the UMU District. The proposed zone change is consistent with the Comprehensive Land Use Plan recommendation of Center City for the subject site.

A Certified Survey Map has been submitted to the City for review. The lots show the configuration of 141 Church Avenue and 240 Algoma Boulevard after the zone change and land transfer as proposed.

RECOMMENDATION

The Plan Commission recommended approval of the requested zone change with the findings on December 3, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

Ord 24-672
Rezone - Portion of 240 Algoma Blvd

12/10/2024 24-672 ORDINANCE
FIRST READING

PURPOSE: APPROVE ZONE CHANGE FROM INSTITUTIONAL DISTRICT (I) TO URBAN MIXED USE (UMU) FOR PART OF 240 ALGOMA BOULEVARD

INITIATED BY: NICK JENSEN

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.

Whereas, the property owners have agreed to the transfer of a portion of the following described property located at 240 Algoma Avenue to be combined with 141 Church Avenue to provide vehicular access to the back portion of the Church Avenue property; and

WHEREAS, the property owners have agreed to the transfer of a portion of the following described property located at 240 Algoma Avenue to be combined with 141 Church Avenue to provide vehicular access to the back portion of the Church Avenue property; and

WHEREAS, it is necessary to amend the zoning classification of the property being transferred from Industrial (I) District to Urban Mixed Use (UMU) District to match the existing zoning of the 141 Church Avenue property.

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 to change the zoning classification of the property from Institutional District (I) to Urban Mixed Used District (UMU). The property is to be transferred from 240 Algoma Avenue and combined with 141 Church Avenue via Certified Survey Map. The property to be rezoned is 2,029 square feet in area, approximately 98 feet long and 20 feet wide, more particularly described as follows:

PART OF LOTS 15 AND 23 OF BLOCK G OF LEACH'S MAP OF 1894, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 24, TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 15 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION, A DISTANCE OF 969.07 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 28 SECONDS EAST, 581.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 29 DEGREES 20 MINUTES 55 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF LOT 1 OF CERTIFIED SURVEY MAP NO. 6713, A DISTANCE OF 28.36 FEET; THENCE SOUTH 58 DEGREES 25 MINUTES 58 SECONDS EAST, A DISTANCE OF 98.19 FEET; THENCE SOUTH 33 DEGREES 36 MINUTES 40 SECONDS WEST, A DISTANCE OF 19.45 FEET; THENCE NORTH 58 DEGREES 52 MINUTES 36 SECONDS WEST, A DISTANCE OF 72.59 FEET; THENCE NORTH 77 DEGREES 44 MINUTES 25 SECONDS WEST, A DISTANCE OF 25.23 FEET TO THE POINT OF BEGINNING. CONTAINING 2,029 SQUARE FEET.

Pursuant to this ordinance, the entire parcel located at 141 Church Avenue upon the land transfer shall be zoned Urban Mixed Used District (UMU).

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 INSTITUTIONAL DISTRICT (I) TO URBAN MIXED USE (UMU) FOR PART OF 240 ALGOMA BOULEVARD on January 14, 2025. This ordinance changes the zoning of a portion of property to be transferred from 240 Algoma Avenue and combined with 141 Church Avenue by Certified Survey Map from Institutional District (I) to Urban Mixed Use District (UMU). 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) TO URBAN MIXED USE (UMU) FOR PART OF 240 ALGOMA BOULEVARD**

Plan Commission meeting of December 3, 2024.

GENERAL INFORMATION

Applicant: Nick Jensen

Owner: Christine Ann Domestic Abuse Service, Inc.

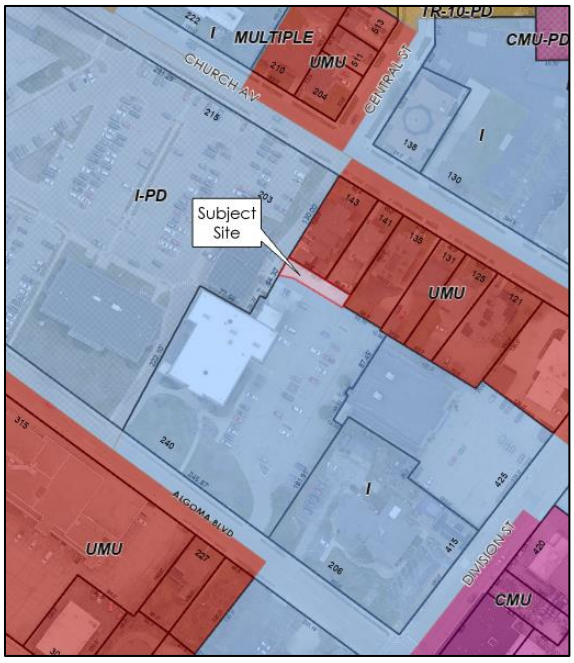
Actions Requested:

The applicant requests a zone change from the existing Institutional District (I) to Urban Mixed Use (UMU) for a portion of a property located at 240 Algoma Boulevard.

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 property, Christine Ann Domestic Abuse Shelter, recently relocated to 240 Algoma Boulevard from its previous location at 206 Algoma Boulevard. Nick Jenson, owner of 141 Church Avenue (Edward Jones Investments), approached Christine Ann about purchasing a small portion of 240 Algoma Boulevard. This is area to be combined with his property at 141 Church Avenue via Certified Survey Map. This will provide vehicular access to the back of his property. The two properties are located within two different zoning districts with 240 Algoma Boulevard being I District and 141 Church Avenue being UMU District. The Zoning Ordinance prohibits split-zoned parcels so the area being combined with 141 Church Avenue needs to be rezoned to UMU District, matching the rest of the property.

The surrounding area has predominantly institutional and governmental uses with a scattering of commercial and low-density residential uses. This is all consistent with the Center City land use recommendation indicated in the City's Comprehensive Plan.

Subject Site

Existing Land Use	*Zoning*
Institutional	Institutional (I)

Adjacent Land Use and Zoning

Existing Uses		*Zoning*
North	Commercial	Urban Mixed Use (UMU)
South	Institutional	Institutional (I)
East	Commercial	Urban Mixed Use (UMU)
West	Institutional	Institutional (I)

Recognized Neighborhood Organizations
Middle Village

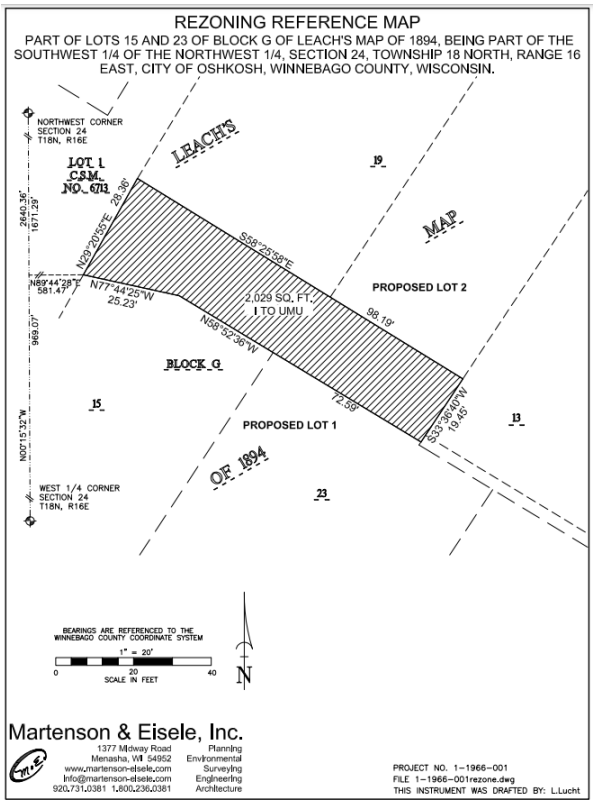
Comprehensive Plan

Land Use Recommendation	*Land Use*
2040 Comprehensive Land Use Recommendation	Center City

ANALYSIS

The proposed zone change from I District to UMU District will be 2,029 square feet in area, approximately 98 feet long 20 feet wide. This will enable 141 Church Avenue to attach this area with the rest of the property as it will be entirely within the UMU District. As previously mentioned, the proposed zone change is consistent with the Comprehensive Land Use Plan recommendation of Center City for the subject site.

A Certified Survey Map has been submitted to the City for review. The lots show the configuration of 141 Church Avenue and 240 Algoma Boulevard after the zone change and land transfer as proposed.



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 for a portion of 240 Algoma Boulevard from Institutional (I) District to Urban Mixed Use (UMU) District with the findings listed above.

Plan Commission recommends approval of the requested zone change with the findings on December 3, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Ms. Propp, Mr. Nichols, Mr. Belville, Ms. Davey, Ms. Scheuermann, 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) to Urban Mixed Use (UMU) for a portion of a property located at 240 Algoma Boulevard.

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 property, Christine Ann Domestic Abuse Shelter, recently relocated to 240 Algoma Boulevard from its previous location at 206 Algoma Boulevard. Nick Jenson, owner of 141 Church Avenue (Edward Jones Investments), approached Christine Ann about purchasing a small portion of 240 Algoma Boulevard. This is area to be combined with his property at 141 Church Avenue via Certified Survey Map (CSM). The Zoning Ordinance prohibits split-zoned parcels so the area being combined with 141 Church Avenue needs to be rezoned to UMU District, matching the rest of the property.

The proposed zone change from I District to UMU District will be 2,029 square feet in area, approximately 98 feet long 20 feet wide. This will enable 141 Church Avenue to attach this area with the rest of the property. The proposed zone change is consistent with the Comprehensive Land Use Plan recommendation of Center City for the subject site.

A CSM has been submitted to the City for review. The lots show the configuration of 141 Church Avenue and 240 Algoma Boulevard after the zone change and land transfer is completed.

Staff recommends approval of the proposed 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 owner and/or applicant wanted to make any statements.

Alicia Wegner; 240 Algoma Avenue, Executive Director at Christine Ann Domestic Abuse Services. She stated that the sale of a small portion of 240 Algoma Avenue to Nick Jensen will enable clientele to access 141 Church Avenue.

Nick Jensen; 141 Church Avenue, stated that he is in support of this project and that Christine Ann is a great neighbor.

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

Mr. Perry closed the public hearing.

There was no closing statement from the applicant.

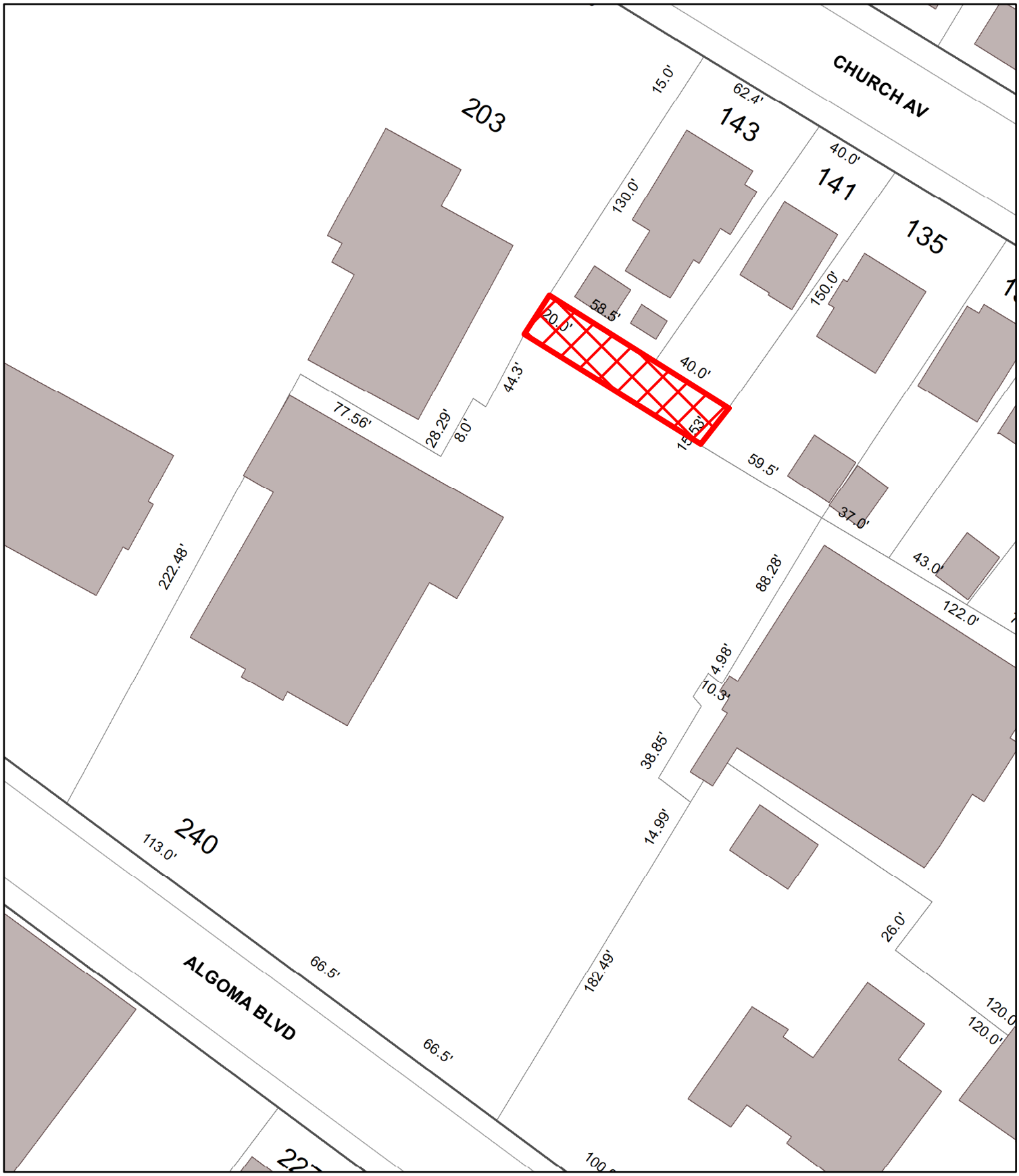
Motion by Davey to adopt the findings and recommendation as stated in the staff report.

Seconded by Scheuermann.

Mr. Perry asked if there was any discussion on the motion.

Mr. Perry stated that this is a wonderful example of two property owners getting together and working out a solution.

Motion carried 7-0.



SITE PLAN

N

1 in = 0.01 mi

1 in = 60 ft

Printing Date: 10/25/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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ZONE CHANGE
PC: 12-3-2024

OASD REC GYM/BOE
C/O BUSINESS MANAGER
PO BOX 3048
OSHKOSH WI 54903-3048

CHURCH AVE PROPERTIES LL
125 CHURCH AVE
OSHKOSH WI 54901-4745

THOMAS/DIANE LAMMERS
131 CHURCH AVE
OSHKOSH WI 54901-4745

BARBARA YOUNG
DAVID J NESSELER
135 CHURCH AVE
OSHKOSH WI 54901-4765

CHRISTINE ANN D A S INC
206 ALGOMA BLVD
OSHKOSH WI 54901-4740

K R/MICHELLE A WATWOOD
143 CHURCH AVE
OSHKOSH WI 54901-4745

NICK A/LISA M JENSEN
4737 INDIAN BEND RD
OSHKOSH WI 54904-7045

MIDDLE VILLAGE NBHD ASSOC
EMAILED



BASE MAP

N

1 in = 0.02 mi

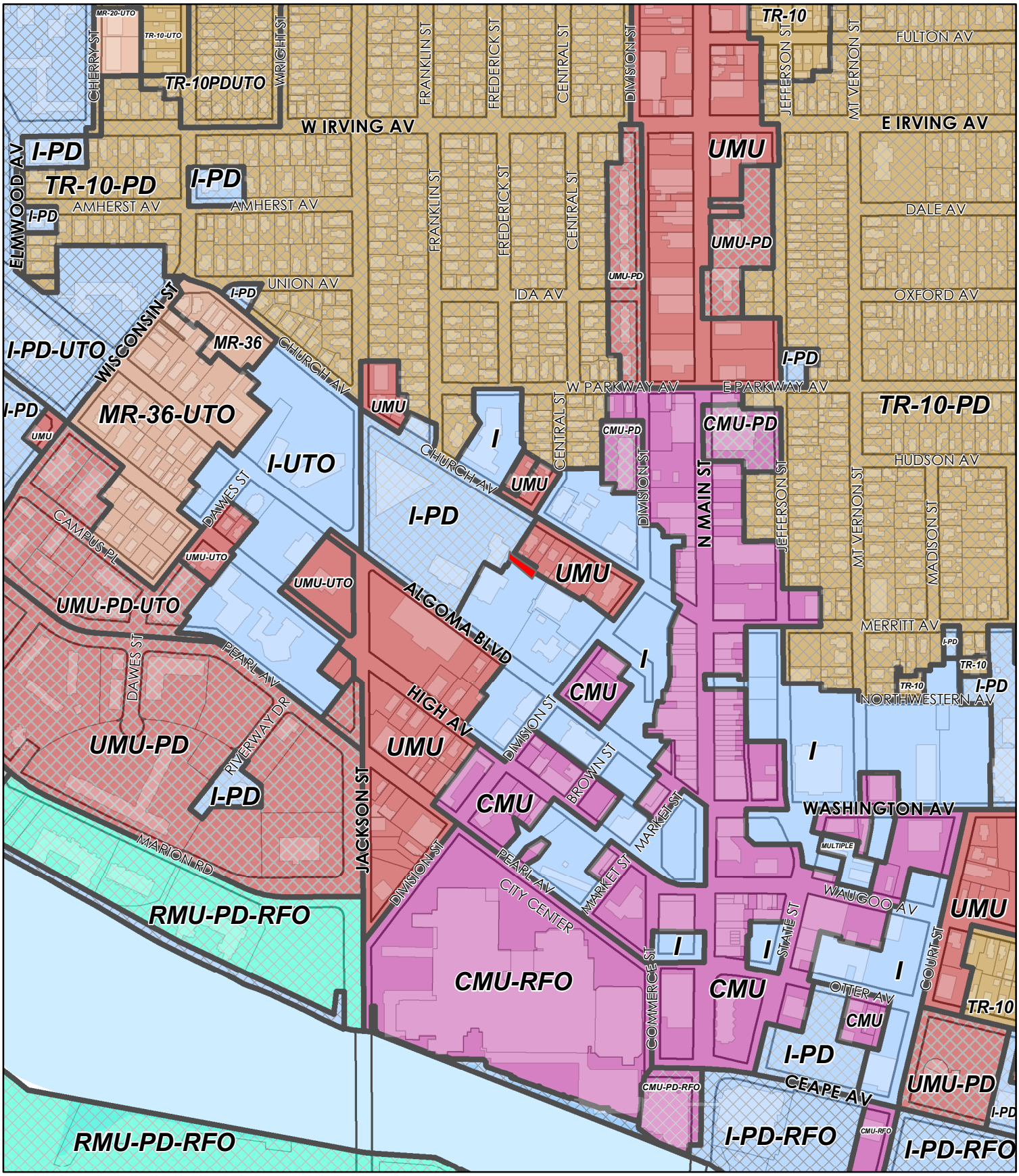
1 in = 120 ft

Printing Date: 10/25/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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ZONING MAP

N

1 in = 0.09 mi

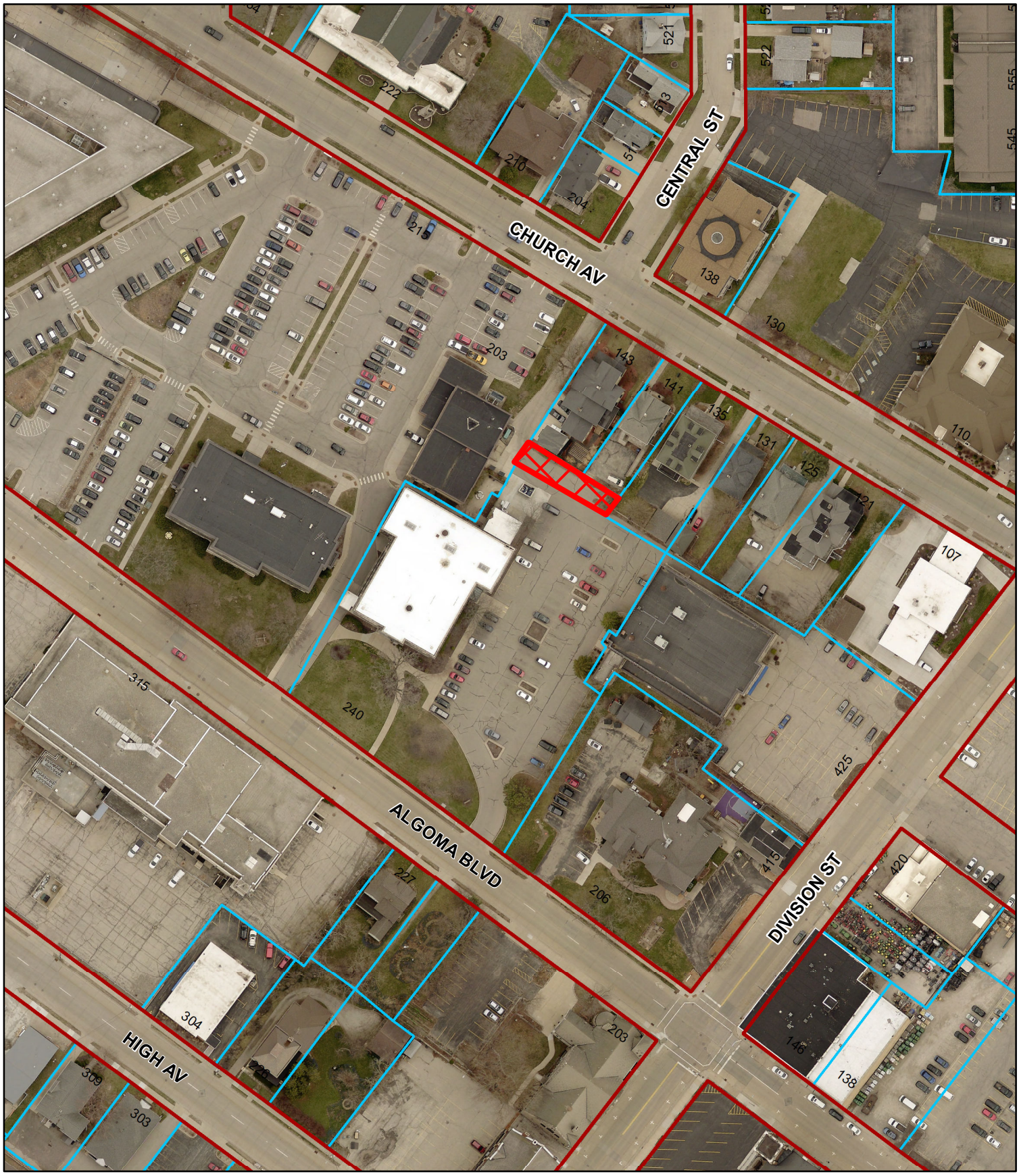
1 in = 500 ft

Printing Date: 10/25/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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AERIAL MAP

N

1 in = 0.02 mi

1 in = 120 ft

Printing Date: 10/25/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Jon Urben, General Services Manager
DATE:	December 10, 2024
SUBJECT:	Res 24-673 Approve Memorandum of Understanding with The Grand Oshkosh, Inc. (TGO) for One Opera House Square Capital Project

BACKGROUND

As the council is aware, in 2023 the Grand Oshkosh (TGO) Foundation approached the city with a proposal to renovate the Grand Opera House to improve programming and production areas. TGO estimated an initial $6M total budget for the project, and proposed this budget be funded 50/50 between the city and TGO fundraising. The project scope would also address various planned CIP facility projects including updated lobby restrooms, enhanced ADA access, a new emergency generator, new windows and doors, new theatre seats, wallpaper restoration, a new High Avenue front façade restoration and more. This project is known as the "One Opera House Square Capital Project".

When the TGO fundraising study supported the feasibility of their initial $3M fundraising campaign, the Council authorized funding for design fees related to the renovation in the 2024 CIP. T.R. Karrels & Associates S.C. were engaged to coordinate the new facility design. Additional design work was also engaged to include environmental site assessment/planning/coordination, surveying, soil boring/evaluation and construction materials testing. The design work and environmental assessment/planning began this past summer. The initial project design intended to achieve the renovation goals by expanding the basement areas of the Grand. However, upon review of the design in consideration of the pre-existing data of the site soil and surrounding properties, it was determined through our environmental consultants that any design requiring basement excavation would lead to a high probability of significant remediation costs for treating contaminated soil and water throughout the project.

With the concerns for excessive remediation costs for any basement excavation, and with the potential for creating additional environmental issues for the city as a result, it was the consensus of the project team that a lateral build-out design on the existing Grand property with no basement would be a more prudent approach. In light of this determination, the design team was then given direction to develop a lateral build-out design within the original footprint of the Grand property, using available space on the west side of the building. As the plan evolved the design team discovered the lateral build out design would require addressing an approximate 20" existing grade difference between High Avenue and the west entrance of the Grand. This grade difference creates multiple ADA accessibility/approach issues that cannot not be addressed within the existing property footprint. Additionally, to accommodate the program needs laterally, the design places the main west entrance within 12' of the adjacent private property, which then creates pedestrian safety issues, vehicle drop off congestion concerns and an awkward/cramped main entrance to the Grand. After much discussion, it was the recommendation of the design team that for a lateral build-out design to address the 20" grade as well the various

additional ADA and public safety issues, the acquisition of the private property directly west of the Grand (Thompson Photography) as well as the gravel lot (formerly Gunderson Cleaners) would be necessary. It was the consensus of the project team that having these additional properties to west of the Grand would be critical to allow for a design that would address all ADA/public safety/pedestrian drop off needs and create a more welcoming and appropriate west entrance to the facility. Additionally, it was also felt this recommendation would help solidify the Grand's role as an important anchor for any future downtown development plans. As a result of this recommendation, it was the consensus of the project team that TR Karrels should continue to refine the lateral build out design and identify a new total estimated project budget. It was also agreed by the project team that once details were finalized, they should be incorporated into a Memorandum of Understanding (MOU) between both parties to be approved by the Common Council at a later date.

After several additional weeks of design refinements, the project team met again in late October. The design team identified a new total estimated project budget of $10M. This budget includes the new two-story addition, new sanitary/storm sewers, first floor lobby and toilet renovations, second floor lounge and toilet room renovations, elevator reconfiguration/modernization, exterior window and door replacements, High Street Annex building façade restorations, theatre seat replacements, wallpaper repair and wood trim repainting, parking lot redesigns/construction, utility relocations, real estate acquisition, environmental remediation and professional services for design fees, MEP, HVAC, fire protection, site surveying, material testing, Geotech engineering and more.

ANALYSIS

With the new design refinements and an updated total estimated project budget of $10M, staff and TGO began working on a MOU for council approval. The MOU incorporates all of the project scope items, funding details, preliminary timelines and other items.

FISCAL IMPACT

The MOU identifies a total anticipated project cost of $10M with both parties committing $5M towards the project. Highlights of the financial aspects of the MOU include:

- Upon verification that TGO has secured $5,000,000.00 in pledges, and documentation of a bridge loan commitment for up to $5,000,000.00, the City shall solicit bid specifications for the project.
- TGO shall establish a dedicated capital fund for this project at the Oshkosh Area Community Foundation (OACF) and deposit all fundraising funds into this fund, including donations from any pledges into the OACF Fund as they are collected.
- The City shall invoice the OACF capital fund for 50% of the project costs, as they are incurred. If the OACF capital fund is not sufficient for any invoices, TGO will cause sufficient funding to be deposited into the OACF capital fund from the bridge loan or other sources to pay the invoices.

With the assumption that the City would carry the total project cost until TGO was invoiced for their 50% share as they incurred, and until the Council could formally approve the MOU for the project, staff submitted $10M in placeholders in the 2025-2027 CIP's with allocations of $385,000 in 2025, $4,825,000 in 2026 and $4,790,000 in 2027. The City is incurring the cost of the design fees for the project ($465,000) via previously approved ARPA funds.

RECOMMENDATION

Staff recommend the Council approve this MOU with The Grand Oshkosh, Inc., P.O. Box 1004, Oshkosh, WI, 54903 for the One Opera House Square Capital Project.

Attachments

RES 24-673
MOU for Administration and Production Annex Project
One Opera House Square Capital Project 12-10-24

12/10/2024 24-673 RESOLUTION

CARRIED 6-0-1 present

PURPOSE: APPROVE MEMORANDUM OF UNDERSTANDING WITH THE GRAND OSHKOSH, INC. (TGO) FOR ONE OPERA HOUSE SQUARE CAPITAL PROJECT

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the City and the Grand Oshkosh, Inc. (TGO) have a lease and operating agreement that grants TGO the right to manage, market, promote and operate the City's Grand Opera House; and

WHEREAS, TGO approached the City with a proposal to renovate the Grand Opera House to improve programming and production areas; and

WHEREAS, pursuant to direction from Council city staff has been working with TGO to identify the scope and budget for the project which has been titled the One Opera House Square Capital Project; and

WHEREAS, staff and TGO have worked through a basic understanding of the responsibilities of each party in relation to the Project which has been incorporated into a Memorandum of Understanding which staff and TGO are recommending to Council for adoption.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the attached Memorandum of Understanding with The Grand Oshkosh, Inc. (TGO) for the One Opera House Square Capital Project is hereby approved and the proper City officials are hereby authorized to execute and deliver the Memorandum of Understanding in substantially the same form as attached hereto, any changes in the execution copy being deemed approved by their respective signatures, and said City officials are authorized and directed to take those steps necessary to implement the terms and conditions of the Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

THE GRAND OSHKOSH (GRAND OPERA HOUSE)

ONE OPERA HOUSE SQUARE CAPITAL PROJECT

2024-2028

The City of Oshkosh, hereinafter referred to as CITY, and THE GRAND OSHKOSH, INC., hereinafter referred to as TGO, entered into a Lease and Operating Agreement for the maintenance and operation of the Grand Opera House in the City of Oshkosh.

Whereas, TGO has proposed a project which will create a dynamic, state-of-the-art entertainment and events center as part of the historic Grand Opera House; and

Whereas, this proposed project is known as the "One Opera House Square Capital Project"; and

Whereas, the City has identified certain capital projects within the Capital Improvements Program; and

Whereas, the Lease and Operating Agreement contemplates cooperation of the parties on capital projects.

THEREFORE, the CITY and TGO agree:

I. Project Scope.

The One Opera House Square Capital Project shall consist of:

a. Creating a secure and accessible entrance to the Grand Lounge and dressing room areas
b. New relocated entrance for improved ADA accessibility
c. New relocated box office located on the new ADA accessible entrance route
d. New covered drop-off / entrance area
e. Restoration of the High Street annex entrance exterior/front facade
f. Improved ADA access throughout the building
g. Creating inside access for wheelchair users to the Grand Lounge, backstage area, stage and auditorium main level.
h. Theatre seating replacement (with the exception of the "Suite Seats" installed in the balcony level)
i. New First floor lobby restrooms renovated for ADA accessibility and increased capacity

j. New Second floor restrooms and renovated for improved ADA accessibility and increased capacity
k. Improving/replacing sanitary and plumbing system
l. Parking lot construction to west and asphalt reconstruction to north
m. Creating a caterer's prep area and serving area (second floor), building elevator will be used for access
n. Improving dressing room and backstage areas
o. Creating multi-purpose area / donor lounge (second floor)
p. Repainting and new wallpaper within the Annex lobby and second floor lounge
q. Emergency generator replacement
r. Exterior windows and doors replacement
s. Professional services including architectural/engineering design, civil design, surveying, geotechnical, material testing, contamination/observation design and HVAC review
t. Improved lower-level volunteer meeting area
u. Repainting and repairing wallpaper within the main hall
v. Confirmation that the current hearing loop is in good working order
w. New ModTruss system for mounting existing line array system for sound equipment
x. Improve loading areas
y. Property acquisition as required for the project
z. Project Contingencies

II. Funding

The total anticipated costs for this project are $10,000,000. The City shall commit five million dollars ($5,000,000.00) to the Project and shall also be responsible for engineering costs as mentioned below. TGO shall commit five million dollars ($5,000,000.00) to the Project and shall also be responsible for fundraising costs and staff costs devoted to fundraising. TGO funds may be raised from donations or other sources as TGO may determine. Fundraising for this project shall not be subject to the 25% retention to the Oshkosh Area Community Foundation Fund, but shall be subject to review as provided in Article III of the parties July 1, 2020 Agreement.

Any project costs that would increase beyond $10,000,000 shall be mutually agreed upon prior to execution.

In April, 2024 TGO confirmed it was feasible they could raise five million dollars ($5,000,000.00) to fund its portion of the costs of the Project as identified in Section I. With the TGO confirming the feasibility to fund its portion of the project costs, the

City Manager directed staff to solicit a proposal from T.R. Karrels & Associates, S.C., to provide design services for the GOH annex renovation.

III. Timeline

The parties shall work cooperatively together to complete the project in a timely and expeditious manner. The following timeline is tentatively agreed upon, with the understanding that delays in meeting any target date may cause delays in other target dates. The City will work with the TGO on any revised construction schedules to meet their fundraising and/or programming needs.

Upon verification that TGO has secured $5,000,000.00 in pledges, and documentation of a bridge loan commitment for up to $5,000,000.00, the City shall solicit bid specifications for the project.

TGO shall establish a dedicated capital fund for this project at the Oshkosh Area Community Foundation (OACF) and deposit all fundraising funds into this fund. Additionally, TGO will deposit donations from any pledges into the OACF Fund as they are collected.

City shall solicit bids and award the project in compliance with requirements of State statutes. The bid solicitation/award/notice to proceed period will require a minimum of four months. Once the project has been awarded and a notice to proceed issued, the Grand Oshkosh facility (also known conversationally as The Grand Opera House) shall close all on-site operations during the construction.

The City shall invoice the OACF capital fund for 50% of the project costs, as they are incurred. If the OACF capital fund is not sufficient for any invoices, TGO will cause sufficient funding to be deposited into the OACF capital fund from the bridge loan or other sources to pay the invoices.

IV. Project Team / Contract Administration

The City shall administer the construction contract and be responsible for payment of consultants and contractors in accordance with Wisconsin Statutes and all applicable agreements for the Project.

A Project Team is hereby established to facilitate information sharing and allow for TGO input into the administration of the Project. The initial Project Team shall consist of General Services staff from the City of Oshkosh, TGO staff and TR Karrels staff. General Services staff will be the primary city staff responsible for this project. All project invoices and/or change orders will first be forwarded to TR Karrels staff for

review/approval, with copy to TGO staff for input, and then forwarded to General Services staff for final approval. General Services will track all project expenses.

Upon award of the Construction Contract, the General Contractor and Sub-Contractors, as may be identified by the General Contractor, shall become a part of the Project Team. The General Contractor shall work with all project team members in setting project meetings and providing updates.

The primary contact for each of these entities shall be:

To the City:
City of Oshkosh
Attn: General Services Division
215 Church Avenue
Post Office Box 1130
Oshkosh, WI 54903-1130
Phone: (920) 236-5100
Email: jurben@oshkoshwi.gov

With a copy to:
City of Oshkosh
Attn: City Attorney
Post Office Box 1130
Oshkosh, WI 54903-1130
Phone: 920-236-5115
Email: cityatty@oshkoshwi.gov

To TGO:
The Grand Oshkosh
Attn: David Lange, Director of Operations
Post Office Box 1004
Oshkosh, WI 54903
Phone: (920) 445-8063
Email: davidl@thegrandoshkosh.org

With a copy to:
The Grand Oshkosh
Attn: Joseph Ferlo, President & CEO
Post Office Box 1004
Oshkosh, WI 54903
Phone: (920) 455-5814
Email: joef@thegrandoshkosh.org

To TR Karrels:
T.R. Karrels & Associates, S.C.
Attn: Tom Karrels, P.E.
1934 Algoma Blvd
Oshkosh, WI 54901
Phone: 920-426-4470
Email: tom@tkarrels.com

Except as specifically modified by this Amendment, all other terms and conditions of the July 1, 2020 Lease and Operating Agreement as amended shall remain unaltered by this Amendment and in full force and effect.

Signature Page Follows

The Grand Oshkosh, Inc.

By: _____

_____
Rick Hearden, Chair, Board of Directors

By: _____

_____
Joseph A. Ferlo, President and CEO

CITY OF OSHKOSH

By: _____
Mark A. Rohloff, City Manager

And: _____
Diane Bartlett, City Clerk

Approved as to Form

_____
Lynn A. Lorenson, City Attorney

THE GRAND ADDITION
PRELIMINARY RENDERINGS
10/25/2024 (23040)



TO:	Honorable Mayor and Members of the Common Council
FROM:	Jon Urben, General Services Manager
DATE:	December 10, 2024
SUBJECT:	Res 24-674 Approve Amendment to The Grand Oshkosh, Inc. (TGO) Lease and Operating Agreement

BACKGROUND

The City and The Grand Oshkosh, Inc. (TGO) have a lease and operating agreement that grants TGO the right to manage, market, promote and operate the City's Grand Opera House. In return, the City pays TGO an annual management fee allocated from the City's annual hotel room tax. In 2020 the City of Oshkosh and TGO entered into an amendment for the lease and operating agreement that extended current lease to 2030 with the option for one additional five-year lease renewal term. In concert with the One Opera House Square capital project, and the associated memo of understanding document outlining both parties' commitments with the project, TGO is seeking to amend the lease and operating agreement renewal term.

ANALYSIS

The following is a brief description of the only proposed amendment in the lease and operating agreement:

Article II. Term

This Article sets for the term of the Agreement. The proposed amendment is to change the current renewal for one additional five (5) year term to up to three additional five (5) year terms, potentially to 2045. All other language remains the same.

FISCAL IMPACT

Per the current lease and operating agreement, once the City's room tax has reached $2,000,000 TGO will receive an annual management fee of $200,000.00. In 2023 the City's room tax met this threshold and TGO's 2024 annual management fee is now at $204,000.00. For each of the years following, the management fee will be increased 2% from the prior year.

RECOMMENDATION

Based on the City's strong partnership with TGO, and in support of the One Opera House square capital project, staff recommends amending the current lease and operating agreement to fulfill TGO's request for up to three additional five-year terms lease renewal options, beginning in 2030, and potentially to 2045. Staff recommend the Council approve this amendment with The Grand Oshkosh, Inc., P.O. Box 1004, Oshkosh, WI, 54903 for the Grand Opera House Lease and Operating Agreement.

Attachments

RES 24-674
2025 Lease Amendment (executed)
2020 Lease and Operating Agreement

12/10/2024 24-674 RESOLUTION

CARRIED 6-0-1 present

PURPOSE: APPROVE AMENDMENT TO THE GRAND OSHKOSH, INC. (TGO) LEASE AND OPERATING AGREEMENT

INITIATED BY: PURCHASING DEPARTMENT

WHEREAS, the City and the Grand Oshkosh, Inc. (TGO) have a lease and operating agreement that grants TGO the right to manage, market, promote and operate the City's Grand Opera House; and

WHEREAS, in 2020 the City of Oshkosh and TGO entered amendment the lease and operating agreement to extend the current lease to 2030 with the option for one additional five-year lease renewal; and

WHEREAS, staff recommends amending the current lease and operating agreement to fulfill TGO's request for up to three additional five-year terms lease renewal options, beginning in 2030 and potentially extending through 2045.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the amendment to the Grand Opera House Lease and Operating Agreement with The Grand Oshkosh, Inc. (TGO) is hereby approved and the proper City officials are hereby authorized to execute and deliver the agreement in substantially the same form as attached hereto, any changes in the execution copy being deemed approved by their respective signatures, and said City officials are authorized and directed to take those steps necessary to implement the terms and conditions of the Agreement.

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AMENDMENT TO CONTRACT BETWEEN CITY OF OSHKOSH AND THE GRAND OSHKOSH, INC.

WHEREAS, the City and the Grand Oshkosh, Inc. (TGO) have a lease and operating agreement that grants TGO the right to manage, market, promote and operate the City's Grand Opera House; and

WHEREAS, in 2020 the City of Oshkosh and TGO entered amendment the lease and operating agreement to extend the current lease to 2030 with the option for one additional five-year lease renewal; and

WHEREAS, TGO requested up to three additional five-year terms lease renewal options, beginning in 2030 and potentially extending through 2045; which request was approved by the Common Council on December 10, 2024 by Resolution 24-674.

WHEREAS, the parties wish to enter into an Amendment to the current Agreement to incorporate the additional lease renewal options.

Now, Therefore the Parties agree as follows:

The parties agree that they each receive a business benefit through this amendment.

The City and TGO agree that the Lease and Operating Agreement Between the City of Oshkosh and The Grand Oshkosh, Inc. originally dated July 1, 2020 and expiring on June 30, 2030 with optional extension to June 30, 2025 is hereby amended to provide for up to three additional five-year terms potentially extending the Agreement to June 30, 2045.

All other portions of the original Agreement shall remain unaltered by this Amendment and in full force and effect.

The City of Oshkosh hereby duly executes this Amendment the 1st day of January, 2025.

Signed by:
John Fitzpatrick
010E844DDEB0484...

By: _____
John Fitzpatrick, Interim City Manager

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Signed by:

By: _____
42F6A3370E81498...
Lynn A. Lorenson, City Attorney

Signed by:

By: _____
B0B04AE7AFB74DC...
Diane Bartlett, City Clerk

The Grand Oshkosh, Inc. hereby duly executes this Agreement the 1st day of January, 2025.

DocuSigned by:

By: _____
F7BDB685252840B...
Rick Hearden, Chair, Board of Directors

Signed by:

By: _____
B4D213D8AB0045F...
Joseph A. Ferlo, President & CEO

DocuSign Envelope ID: 601AA68B-855E-424B-B934-2305DA34F209

LEASE AND OPERATING AGREEMENT

This Agreement is made this 1st day of July, 2020, between the CITY OF OSHKOSH, a municipal corporation located in Winnebago County, Wisconsin ("City") and the THE GRAND OSHKOSH, INC a Wisconsin not-for-profit corporation (referred to as "TGO" in this document as follows:

RECITALS

WHEREAS, the City is the owner of certain property within its municipal boundaries identified as the Grand Opera House located at 100 High Avenue, Oshkosh, WI; and

WHEREAS, The Grand Oshkosh, Inc, is a not-for-profit corporation created for the purposes: *To preserve and expand the significance of the historic Grand Opera House by maintaining a financially secure organization that serves the community by promoting and enhancing the performing arts, social and related educational opportunities.*

WHEREAS, the City and TGO have a mutual interest in the preservation and successful operation of the Grand Opera House and both desire to benefit the Community by operating the Opera House as an arts, culture and entertainment venue; and

WHEREAS, the Common Council for the City of Oshkosh via Resolution 20-267 adopted on June 9, 2020, City officials to enter into this Agreement with TGO for the Lease and Operation of the Grand Opera House.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, the parties enter into the following Agreement.

AGREEMENT

ARTICLE I. PREMISES

Premises. The City shall lease to TGO and TGO shall operate according to the terms and conditions set forth herein, the Grand Opera House, located at 100 High Avenue, Oshkosh, Wisconsin.

ARTICLE II. TERM

The initial term of this Agreement shall be ten (10) years beginning at 12:01 a.m. on July 1, 2020, and ending at 11:59 p.m. on June 30, 2030, for a rental fee of One Dollar ($1.00) per year payable on or before the first day of each year of the lease term or subsequent renewal.

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TGO may renew the Agreement for one additional five (5) year term; provided that TGO is not in default with respect to this Agreement. TGO shall submit to the City notification of desire to renew not less than one hundred eighty (180) days prior to the expiration of the then current term. The City and TGO may renew this Agreement with such amendments and modifications that the parties may agree to in writing including the length of term for each renewal period.

This Agreement is subject to termination before the expiration of the original term or any extension term under the following circumstances:

i. By mutual agreement of the parties, at any time.
ii. At the sole discretion of the City, if TGO fails to perform any of TGO's obligations under this Agreement or breaches the terms of this Agreement and such failure is not cured within a reasonable time after written notice from the City.
iii. At the sole discretion of TGO, if the City materially fails to perform any of the City's obligations under this Agreement or breaches the terms of this Agreement and such failure is not cured within a reasonable time after written notice from TGO.
iv. At the sole discretion of the City, in the event of bankruptcy, insolvency, or receivership of TGO.

In the event this Agreement is terminated, with or without cause, the City and TGO shall each be obligated to take such actions as may be reasonably necessary to ensure smooth transition to a new operator for the premises.

ARTICLE III. MANAGEMENT FEE / OTHER FUNDS TO BE MADE AVAILABLE TO TGO

Management Fee. The City shall pay to TGO a Management Fee for each operating year of this Agreement. Until the total room tax for the city is at least $2,000,000 the fee shall be one hundred eighty thousand and no/100 dollars ($180,000.00). The first year reaching the $2,000,000 threshold the annual fee will be $200,000. For each of the years following that the Management Fee will be increased 2% from the prior year.

TGO will contribute 25% of donations for which there is a naming consideration to a fund at the Oshkosh Area Community Foundation. These funds will be used for building improvements.

TGO Income. TGO shall be entitled to all income from the following sources:

A. All performance and rental income.

B. All concession income.

C. Equipment rentals.

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D. Advertising revenue.

E. Donations and grants given to TGO directly or to a fund established on behalf of the The Grand Oshkosh at the Oshkosh Area Community Foundation.

The Grand Oshkosh Funds. All funds received by the City from third parties for the benefit of operating the Grand Opera House or performances shall be timely transferred to TGO. This provision shall not apply to funds which are given to the City in trust for the benefit of the Grand Opera House building, but only to funds which are received by the City for operations, performances, ordinary maintenance or other purposes which TGO is undertaking to provide as a result of the Lease Agreement.

Naming of Parts of the Building. A ten year lease provides the opportunity to offer donors naming recognition. The City Administration will review, in a timely manner, any proposed naming agreements. The City will honor all naming agreements should TGO not hold the lease.

ARTICLE IV. PARTIES REPRESENTATIVES / NOTICES

City's Representative. The City's Representative for day to day management of this Agreement shall be the General Services Manager for the City of Oshkosh, or any other person designated by the City Manager.

TGO Representative. TGO's representative for day to day management of this Agreement shall be the CEO of The Grand Oshkosh, Inc.

Notices. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) upon delivery to the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States Mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, or (iii) upon transmission if by facsimile, any such communication or notice shall be addressed as follows, unless and until any such party notifies the other in accordance with this section of any change of address:

If to the City:
City of Oshkosh
215 Church Avenue
Post Office Box 1130
Oshkosh, WI, 54903-1130
Attn: City Clerk
Facsimile No. 920-236-5039

With a copy to:
City of Oshkosh
215 Church Avenue
Post Office Box 1130
Oshkosh, WI, 54903-1130
Attn: City Manager

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If to TGO: The Grand Oshkosh, Inc.
222 Pearl Avenue
Oshkosh, WI, 54901
Attn: Joseph Ferlo
Facsimile: 920-424-2357

With a copy to: The Grand Oshkosh, Inc
222 Pearl Avenue
Oshkosh, WI, 54901
Attn: Chair of the Board of Directors

ARTICLE V. GENERAL OBLIGATIONS AND DUTIES OF TGO

Management, Marketing, Promotion and Operation. TGO shall have the exclusive right and obligation to manage, market, promote and operate the Grand Opera House.

Subject to the terms and conditions of this Agreement, TGO shall have full discretion and control in all matters relating to the management and operation of the Grand Opera House.

TGO shall have the sole responsibility for booking performances and other events at the Grand Opera House during the term of this Agreement, or any renewal thereof. TGO shall adopt general rental policies, procedures and rates, all of which shall be approved on an annual basis by TGO Board and reported to the City. If any person or entity is given any booking, rates or treatment not consistent with policies, those shall be reported to The Grand Oshkosh, Inc. Board, including the reasons for or consideration given for such deviation and included in the next quarterly report to the City under Article IX of this agreement. Reciprocal agreements between TGO and the partner arts organization(s) shall be set forth in a written agreement between the organizations, and the terms of the agreement(s) shall be approved by TGO Board of Directors and provided to the City.

Any dates booked by TGO during the lease term or any extension thereof shall be honored by City even in the event this Agreement is terminated prior to the normal termination date of the Agreement or any subsequent term hereof.

Required Permits and Licenses. TGO shall obtain all necessary permits and licenses required for the operation of the Grand Opera House.

Employees and staff. In connection with these rights and obligations, TGO shall hire an individual with experience in similar facilities to serve as a full-time general manager / director of The Grand Oshkosh, Inc and such other support staff, including janitorial or private cleaning services to maintain the facility, box office personnel, marketing and promotions personnel and such other personnel or contractors as may be necessary to manage the responsibilities of TGO under this Agreement.

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Non-Discrimination. TGO agrees not to discriminate it is operations under this agreement on the basis of race, color, creed, age, gender or as otherwise prohibited by law. Breach of this covenant may be considered a material breach of this Agreement.

Offering Discounted or Complimentary Services. Each year TGO shall report to the City any discounted or complimentary food or beverages, tickets, facility rentals, or other services.

Payment of Operating Expenses. TGO shall operate the Grand Opera House and pay all of the expenses related to the operation of the facility, including utility expenses.

Maintenance and Upkeep. TGO shall provide for normal cleaning/care and upkeep of the facility which shall generally include: cleaning of floors, shampooing of carpet at least twice a year by a professional carpet cleaning service, window cleaning (interior and exterior); cleaning of other exterior surfaces (eg. powerwashing, spider treatment); cleaning of other interior surfaces; removal of interior waste, rubbish and recyclables; replacing lights as needed; and day to day operation of HVAC system. TGO shall be responsible to keep the building secure.

Rubbish / Sweeping of Sidewalks. TGO shall be responsible for the removal of dust, debris, and rubbish from exterior walkways and sidewalks adjacent to the facility.

Changes or alterations to the Building by TGO. TGO shall not make structural changes or alterations to the exterior of the building or to the interior designs, furnishings, fixtures and/or decorating without first obtaining approval of the Landmarks Commission and then the written consent of the City, whose consents shall not be unreasonably withheld. TGO shall not install or cause to be installed or erected on the premises any signs, antennas or other equipment or device that is affixed to the structure or visible to the public (excepting such equipment, props, or other temporary structures which are normal and customary for performances/events and which are designed for installation and use in such a facility and which cause no damage to such facility) without the prior written consent of the City, which consent shall not be unreasonably withheld.

No liens or encumbrances to be created. TGO shall not allow any liens or encumbrances to be created upon the premises without the express consent of the City.

Ownership of Fixtures and Improvements made to Premises by TGO. Any structural additions, mechanical systems or fixtures to the premises previously made or made at any time in the future shall become a part of the premises and the property of the City upon Termination of this Agreement. Responsibilities for care and maintenance of any additions or fixtures shall be the same as for other property and fixtures provided herein, that is, generally TGO shall be responsible for routine maintenance and cleaning and the City shall become responsible for repair and replacement as specified in Article VI below.

ARTICLE VI. GENERAL OBLIGATIONS AND DUTIES OF THE CITY

Structural and Mechanical Systems Repairs. Except for those items identified above as the responsibility of TGO, the City shall be responsible for all maintenance and repairs of the Grand Opera House structure and building mechanical systems, including: maintenance, repair and

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replacement of the structure, HVAC equipment and building mechanical systems; maintenance/repair/replacement of emergency generator; repair of floors, recarpeting (based upon need relative to wear and tear); repair of broken windows; repair/replacement of wall coverings, ceiling panels, and repainting of walls (based upon need relative to wear and tear); HVAC system maintenance and care, including inspections and preventative maintenance; Elevator maintenance, repair and replacement, including inspections and preventative maintenance; maintenance, repair and replacement of the building fire suppression systems, including inspections and preventative maintenance and fire extinguisher inspection and maintenance; maintenance, repair and replacement of hardware/fixtures attached to the premises, including plumbing and lighting fixtures.

Snow Shoveling and Ice Removal. The City shall be responsible for the removal of snow and ice from exterior walkways and sidewalks adjacent to the facility.

Right of Inspection. The City shall have the right to enter the premises for the purpose of inspection at any reasonable time or times during the term of this Agreement, provided however, that such inspections shall not unreasonably interfere with TGO's use and occupancy of the premises.

ARTICLE VII. FURNISHINGS, FIXTURES AND EQUIPMENT

Operating Systems and Equipment. All equipment, furniture, furnishings and apparatus presently located in the Grand Opera House constitutes property of TGO or its contractors, except for the equipment which is owned by the City of Oshkosh and is included under this Lease Agreement to TGO as described in Exhibit A. The TGO will regularly inspect items listed in Exhibit A and will notify the City of any equipment, furniture, furnishings and apparatus that need to be repaired or replaced. If the City determines any requests for repair or replacement of equipment, furniture, furnishings or apparatus is a result of negligent care or use, the City may defer the repair or replacement to the TGO. Any City property or equipment which is no longer necessary for the operation of the facility shall be disposed of in accordance with the City's ordinances and policies governing the disposal of surplus property. TGO shall follow City procedures and timelines for requesting any system or equipment replacement for the benefit of the Grand Opera House.

Annual Inventory. TGO shall provide a facility inspection report and inventory report to the City by June 30th of each year detailing the condition of the facility and any fixtures, any recommended capital projects and the inventory of any city equipment and materials.

ARTICLE VIII. INSURANCE, HOLD HARMLESS AND INDEMNIFICATION

Property Insurance. The City shall provide property insurance covering the building and City owned contents. TGO shall be responsible to provide property insurance on property owned by TGO and shall provide property insurance or shall ensure that appropriate insurance is provided covering any equipment leased by TGO.

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Liability Insurance. The City shall provide commercial general liability insurance covering the City, its officers, council members, agents, employees and authorized volunteers.

TGO shall provide commercial general liability insurance in at least the amount of $1,000,000 per occurrence covering its officers, employees, volunteers and agents, and listing the City of Oshkosh, and its officers, council members, agents, employees and authorized volunteers as additional insureds under the policy.

Intellectual Property Rights -- Hold Harmless and Indemnification. TGO shall comply and shall ensure that any person or entity it contracts with shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. TGO shall indemnify, defend, protect and hold harmless the City, its officers, council members, agents, employees and authorized volunteers from all and any manner of Losses arising from the use of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

Hold Harmless and Indemnification. Subject to any limitations contained in Secs. 893.80, 893.83, 345.05, and any similar statute, of the Wisconsin Statutes, the City of Oshkosh agrees to hold TGO, its officers, officials, employees and agents harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of the terms of this Agreement where such liability is founded upon or grows out of the acts or omission of any of the City's officers, employees, volunteers or agents while acting within the scope of their employment.

TGO agrees to hold the City of Oshkosh, its officers, officials, employees and agents harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of the terms of this Agreement where such liability is founded upon or grows out of the acts or omission of any of TGO's officers, employees, volunteers or agents while acting within the scope of their employment.

Nothing contained within this agreement is intended to be a waiver or estoppel of the ability of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statues §§ 893.80, 895.52, and 345.05 and that such damage limits, caps and immunities shall be used to govern all disputes, contractual or otherwise, as they apply to the parties, their agents, officers and employees. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

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It is the intention of the parties to this Agreement that each party shall be solely responsible for its own actions and activities and the actions and activities of its own officers, employees and agents while acting within the scope of their employment.

ARTICLE IX. REPORTS, FINANCIAL STATEMENTS AND AUDITS

TGO shall keep and maintain, at the Grand Opera House facility or its business offices, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the premises. Such records, including books, ledgers, journals and accounts, whether kept in written format or electronically, shall contain all entries reflecting the business operations of TGO under this Agreement. The City shall have the right to audit and inspect all such records upon reasonable notice.

Quarterly Reports. TGO shall provide to the City no later than the end of the month following the quarter being reported upon. The format of the report will be consistent with reports the The Grand Oshkosh, Inc. Board uses to manage the operation.

Audit. TGO shall provide to the City one hundred eighty (180) days following the end of each operating year an audited financial report and management communications, prepared by a certified public accountant, on the accounts and records as kept by TGO. Costs associated with providing the audit shall be the responsibility of TGO. Such audit shall be performed by an external auditor approved by the City Director of Finance and shall be conducted in accordance with generally accepted auditing standards.

Cooperation with City Audit and/or Litigation. TGO shall fully and completely cooperate with the City, the City's insurer, the City's attorneys, the City's Auditors or other representative of the City (collectively, the "City" for purposes of this Article) in connection with (a) any internal or governmental investigation or administrative, regulatory, arbitral or judicial proceeding (collectively "Litigation") or internal or governmental Audit, with respect to matters relating to this Agreement; other than a third party proceeding in which TGO is a named party and TGO and the City have not entered into a mutually acceptable joint defense agreement.

Such cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making TGO's employees available to the City (or their respective insurers, attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, and providing declarations or affidavits that provide truthful information in connection with any Litigation or Audit; (ii) appearing at the request of the City to give testimony without requiring service of a subpoena or other legal process; (iii) volunteering to the City all pertinent information related to any Litigation or Audit; and (iv) providing information and legal representations to auditors in a form and within a timeframe requested.

The City shall reimburse TGO for reasonable direct expenses incurred in connection with providing documents and records required under this paragraph and may require, at the City's sole discretion, such expenses to be documented by receipts or other appropriate

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documentation. Reasonable direct expenses include costs, such as copying, postage and similar costs; but do not include wages, salaries, benefits and other employee compensation.

ARTICLE X. RECORDS

All records of TGO pertaining to the management and operation of the Grand Opera House including any document related to this agreement, whether in electronic or paper form, is considered a public record and shall be provided to the City upon request. Records shall be maintained for a minimum of seven (7) years. Upon termination all records shall be turned over to the City.

In the event of a public records request pertaining to this Agreement or TGO's operations hereunder, TGO shall provide the requested records and may provide the City with an explanation of why they believe any document should not be released to the public. The City shall make all final determinations regarding the existence or release of any document related to this agreement.

ARTICLE XI. USE OF NAMES/LOGOS

TGO shall include or cause to be included in all programs and brochures an acknowledgment that the Grand Opera House Facility is owned by and receives financial support from the City of Oshkosh. TGO shall have the right to use and permit others to use for no charge, the name and any logos owned by the City of Oshkosh pertaining to the Grand Opera House Facility, as well as the official logo of the City of Oshkosh for this purpose. TGO shall take all prudent and appropriate measures to protect the intellectual property rights of the City relating to such logos and to be consistent with the City's visual identity guidelines.

ARTICLE XII. USE BY THE CITY

Subject to availability, the City shall have the right to use the Grand Opera House or any part thereof rent-free for meetings, seminars, training or other non-commercial uses, provided that the City shall reimburse TGO for any out-of-pocket expenses incurred by TGO (such as the cost of support personnel, any additional costs for maintenance or janitorial staff, et-up or take-down expenses, equipment rental, etc...) in connection with such use. Upon request of the City, TGO shall provide to the City a list of available dates for City use.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

Authority to Enter into Agreement. TGO hereby represents, warrants and covenants that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of TGO as herein enumerated.

Entire Agreement. This Agreement constitutes all of the agreements and understandings of whatsoever nature or kind existing between the parties with respect to the subject matter hereof.

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Modifications to Agreement. This agreement cannot be changed or modified except in writing and signed by the duly authorized agents of the parties.

Successors Bound. The Agreement shall be binding upon and inure to the benefit of the City, its successors and assigns, and shall be binding upon and inure to the benefit of TGO, its successors and assigns; provided, however, any assignment by TGO shall be subject to the written consent of the City. Any sale or transfer of the Grand Opera House by the City shall be made subject to the terms of this agreement.

No third party beneficiaries. Notwithstanding any provision to the contrary, it is agreed that none of the obligations contained in the Agreement shall run to or be enforceable by any other party than the parties to this Agreement.

No partnership or joint venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture among the parties.

Headings. Headings contained in this Agreement are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one in the same Agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

Severability. If any term, covenant, condition or provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant, condition and provision shall be valid and be enforced to the fullest extent permitted by law.

No Waiver. Failure of either party to insist upon the strict performance of the terms and provisions of this agreement, or any of them, shall not constitute or be construed as a waiver or relinquish of that party's right to thereafter enforce such term or provision, and that term or provision shall continue in full force and effect.

Non-Discrimination. The Operator agrees not to discriminate in its operations under this Agreement on the basis of race, color, national origin, religion, creed, age, disability, gender, or on any other basis prohibited by law. A breach of this covenant may be regarded as a material breach of this Agreement

Force Majeure. Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an event of Force Majeure, including but not limited to by reason of fire, earthquake, war, terrorist act, flood, riot, strikes, labor disputes or shortages, government restrictions, judicial order, public emergency, or other causes beyond the reasonable control of the party, provided that the party claiming failure or inability to perform provides written notice to the other party within ten (10) days of the date on which the party gains actual knowledge of such event of force majeure.

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Governing Law. The laws of the State of Wisconsin shall govern the interpretation and construction of this Agreement. Winnebago County shall be the venue for all disputes arising under this Agreement.

Joint Drafting. This Agreement is the product of negotiation between the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

Option for Alternative Dispute Resolution. Upon mutual consent of the parties to this Agreement, which consent any party can withhold in its sole discretion, the parties can agree to submit disputes arising under this Agreement to alternative dispute resolution.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed by their officers thereunto duly authorized, all as of the day and year first written above.

CITY OF OSHKOSH

DocuSigned by:

By: _____
39587EA89844491...
Mark A. Rohloff, City Manager

DocuSigned by:

By: _____
53AC2E611D21493...
Pamela R. Ubrig, City Clerk

THE GRAND OSHKOSH, INC.

DocuSigned by:

By: Rob Chartier
E8EA5F1424EE488...
Rob Chartier, Chair

DocuSigned by:

By: Rick Hearden
BF3BD685C40A47F...
Rick Hearden, Secretary

Certification:

DocuSigned by:

By: _____
41E59B154905481...
Russ Van Gompel, Finance Director

Approved:

DocuSigned by:

By: Lynn Lorenson
12F6A3370E81408...
Lynn A. Lorenson, City Attorney

TO:	Honorable Mayor and Members of the Common Council
FROM:	Diane Bartlett, City Clerk
DATE:	December 10, 2024
SUBJECT:	Res 24-675 Approve Combination "Class B" Beer/Liquor License Surrender, Amend Current Liquor License Business Name and Premise, and Issuance of Combination "Class B" Beer/Liquor License (X Golf)

BACKGROUND

As Council may recall, XGolf (Pin High LLC) was issued a Class "B" Beer license on October 23, 2024, in anticipation of receiving a full combination "Class B"/Liquor license when one becomes available.

While researching the availability of combination licensing in the city of Oshkosh, the option of the Convention Center surrendering its full combination license was discussed. Since the hotel owners currently manage the convention center and hold a full Combination "Class B"/Liquor license for the hotel, it was determined to be unnecessary for the convention center to have a separate license. Therefore, the convention center surrendered its combination "Class B"/Liquor license to the city of Oshkosh with the condition that it be reissued to XGolf (Pin High LLC).

While doing so, the business name on the current license for the Best Western Premier Waterfront Hotel was amended to reflect the new hotel name of Oshkosh Marriott Waterfront Hotel. The premises' description for this license includes the Convention Center and surrounding grounds.

RECOMMENDATION

The Clerk's Department recommends the Common Council approve this resolution to issue the full combination "Class B"/Liquor License to XGolf. Please contact me if you have any questions.

Attachments

RES 24-675
Surrender. Change. Issue XGolf

12/10/2024 24-675 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE COMBINATION "CLASS B" BEER/LIQUOR LICENSE SURRENDER, AMEND BUSINESS NAME AND PREMISE, AND ISSUE COMBINATION "CLASS B" BEER/LIQUOR LICENSE

INITIATED BY: CITY CLERK

WHEREAS, an appropriate form conditionally surrendering a combination "Class B" license to Peter Malkowski has been submitted by current license holder Oshkosh Convention Center; and together with a request to amend the business name on the current license for the Best Western Premier Waterfront Hotel and to amend the premises description for this license to include the Convention Center and surrounding grounds; and

WHEREAS, current license holder Oshkosh Convention Center also request to amend the business name on the current license for the Best Western Premier Waterfront Hotel and to amend the premises description for this license to include the Convention Center and surrounding grounds; and

WHEREAS, Pin High Capital LLC(X Golf)/Agent Peter Malkowski has submitted an application and all required documentation for issuance of a "Class B" license, deposited fees, and all reviews and inspections required by city ordinance have been completed for issuance of this license to the applicant; and

WHEREAS, the Chief of Police, Fire Chief and Winnebago County Health Department or their respective designees, 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 conditional surrender of the "Class B" license from the Oshkosh Convention Center is hereby accepted;

COMBINATION "CLASS B" BEER/LIQUOR LICENSE SURRENDER
CURRENT LICENSE HOLDER:
Oshkosh Convention Center, 2 N. Main Street
NEW APPLICANT/SURRENDERED TO:
X Golf (Pin High Capital LLC), 2041 S. Koeller Street

and the following amendment of the business name and premises description for the license currently held by the Best Western Premiere Waterfront Hotel is hereby approved.

AMEND BUSINESS NAME AND PREMISE
CURRENT LICENSE HOLDER:
Best Western Premier Waterfront Hotel
NEW APPLICANT/BUSINESS NAME:
Oshkosh Marriott Waterfront Hotel & Convention Center
AMENDED PREMISE TO INCLUDE:
The Convention Center and any other area within or on the convention center grounds, including patios and greenspaces.

BE IT FURTHER RESOLVED that in compliance with the conditional surrender, the following license be granted subject to satisfaction of such conditions as identified by the Chief of Police and Fire Chief, and the Winnebago County Health Department or their respective designees; 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
(DECEMBER 11, 2024 - JUNE 30, 2025)
NAME, ADDRESS, AND LOCATION OF PREMISES:
X Golf (Pin High Capital LLC), 2041 S. Koeller Street
Agent: Peter Malkowski, 424 Kraft Street, Neenah, WI

City of Oshkosh

License Surrender / Sale of Business

TO: Diane Bartlett, City Clerk,
215 Church Avenue, P.O. Box 1130
Oshkosh, WI 54901-1130

I, David Helgeson, am the current license holder
(name of current license holder, if an individual)

Or

I, am the registered agent/president/member/partner and authorized to act for the current license holder: 2425-137
(name of current license holder, if an entity)

for premises located at 2 N Main St, in the City
(address of licensed premises)

of Oshkosh, Wisconsin.

As the licensee or authorized agent/officer/member of the licensee I am surrendering the following license(s) (check all that apply):

- ☑ "Class B" Liquor
- ☑ Class "B" Beer (Fermented Malt Beverage)
- ☐ "Class A" Liquor
- ☐ Class "A" Beer (Fermented Malt Beverage)
- ☐ "Class C" Wine

To the City of Oshkosh. This Surrender is conditioned upon and licensee requests that the license be granted to:

New Applicant

Peter Malkowski
(name of new applicant)

to whom the licensee has sold/transferred the business/premises and who intends to apply for and maintain a license for use at the business premises. Should the Council not approve the new applicant for a license as requested, this Request for License Surrender shall be null and void.

I understand that upon granting of a license to new applicant the current license will be officially surrendered as provided herein and will be cancelled and a license granted to new applicant for the premises listed above.

Dated this 3 day of December 2024.

SIGNATURE

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. ***Read instructions on reverse side.***

For the license period beginning 07/01/2023 ending 06/30/2024

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☑ City of } Oshkosh

County of Winnebago Aldermanic Dist. No. ___ (if required by ordinance)

CHECK ONE INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
CORPORATION/NONPROFIT ORGANIZATION

Applicant's WI Seller's Permit No.: 456-1027758316-02	FEIN Number: 30-0719123
LICENSE REQUESTED }	
TYPE	FEE
Class A Beer	$
Class B Beer	$ 100.00
Class C Wine	$
Class A Liquor	$
Class B Liquor	$ 350.00
Reserve Class B Liquor	$
Class B (wine only) winer	$
Publication Fee	20.00
TOTAL FEE	$ 470.00

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name (Last)	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code
HELGESON	DAVID		8532 OLDE MARKET DR.

B. LLC or Corporation (and Agent):

Full Legal Name of Corporation / Nonprofit Organization / Limited Liability Company	Address of Corporation / Limited Liability Company (if different from licensed premises)
~~Oshkosh Investors LLC~~ 1 N. Main LLC	1 North Main Street, Oshkosh, WI 54901

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating

Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
HELGESON	DAVID		8532 OLDE MARKET DR., LARSEN, WI 54947

All Officer(s) Director(s) of Corporation and Members / Managers of Limited Liability Company:

	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

C. Business Information Oshkosh Marriott Waterfront Hotel & Convention Center

1. Trade Name ~~Best Western Premier Waterfront Hotel~~ Business Phone Number 9202301900
2. Address of Premises 1 North Main Street Oshkosh, 54901 Post Office & Zip Code ~~54470~~ 54901
3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewery pubs? ..... ☑ Yes ☐ No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include 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.)

Hotel meeting space, Restaurant, lounge and Sendy Shop is where Alcohol will be stored and sold. Entire building & Outside Patio area at 1 N. Main St. ~~and Entire Convention center and surrandy Area at 2 N. Main St.~~ Entire Convention Center and any outdoor areas Contained within or on the Convention Center grounds, including any patios and green spaces.

DH 12.03.2024

5. Legal description (omit if street address is given on previous page): _____

6. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete page 3 ☐ Yes ☒ No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain ☐ Yes ☒ No

_____

_____

_____

_____

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain ☒ Yes ☐ No

_____

_____

_____

_____

9. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? ☒ Yes ☐ No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? ☐ Yes ☒ No

12. Does the applicant owe municipal property taxes, assessments, or other fees? (Note: Renewal of licenses may be denied pursuant to a local ordinance, if the licensee owes municipal taxes, assessments or other fees). ☐ Yes ☒ No

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READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000.

Contact Person's Name (Last, First, M.I.) Helgeson, David T.	Title / Member Agent	Date 4/6/2023
Signature [signature]	Phone Number 920-277-3478	Email Address dhelgeson@buoshkosh.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date license granted
License number issued		

Form
AB-200

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	$
Background Check Fee	$
Publication Fee	$
Total Fees	$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)
PIN HIGH CAPITAL LLC PETER MALKOWICI

2. Business Trade Name or DBA
PIN HIGH CAPITAL LLC

3. FEIN
99-3353706

4. Wisconsin Seller's Permit Number

5. Entity Type *(check one)*
☑ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization
WI

7. Date of Organization
JUNE 7, 2024

8. Wisconsin DFI Registration Number

9. Premises Address
2041 S. KOELLER ST.

10. City
OSHKOSH

11. State
WI

12. Zip Code
54902

13. County
WINNEBAGO

14. Governing Municipality: ☑ City ☐ Town ☐ Village
of: OSHKOSH

15. Aldermanic District

16. Premises Phone
920-809-2808

17. Premises Email
psmalkowski@gmail.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.
WE ARE INSTALLING AN X-GOLF FRANCHISE. THE LOCATION WILL INCLUDE 7 SIMULATORS, A BAR & SMALL KITCHEN. THE BUILDING IS 10,000 SQ.FT. & IS AN OPEN CONCEPT.

20. Mailing Address (if different from premises address)
424 KRAFT ST.

21. City
NEENAH

22. State
WI

23. Zip Code
54956

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? ..... ☐ Yes ☐ No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? ..... ☐ Yes ☐ No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

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

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
MALKOWSKI	PETER	OWNER	920-809-2808

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	First Name	M.I.
MALKOWSKI	PETER	S.

Title	Email	Phone
OWNER	psmalkowski@gmail.com	920-809-2808

Signature	Date
	7.18.24

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)

DATE: December 10, 2024

SUBJECT: Appoint Interim City Manager

Attachments

RES 24-676

12/10/2024 | 24-676 | RESOLUTION

CARRIED | 7-0 as amended

PURPOSE: APPOINT INTERIM CITY MANAGER

INITIATED BY: MAYOR MUGERAUER

BE IT RESOLVED that the Common Council of the City of Oshkosh appoints:

JOHN FITZPATRICK, Assistant City Manager / Director of Administrative Services

to serve as interim city manager, performing those duties outlined in Chapter 64 of the Wisconsin Statutes and in Chapter 2 of the City of Oshkosh Municipal Code, effective from January 4, 2025 until a new city manager is appointed by Council and assumes the position. **With additional compensation of $1000.00 per pay period until the interim period concludes as set by the council.**

TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-677 Approve Specific Implementation Plan Amendment for Pylon Sign at 1290 South Koeller Street (Plan Commission Recommends Denial)

BACKGROUND

The subject site is a 2.16-acre lot with frontage along South Koeller Street, which includes a recently built Chili's Grill and Bar. The property is zoned SMU-PD and the surrounding area consists of commercial uses. The 2040 Comprehensive Land Use Plan recommends Interstate Commercial use for the subject area.

On February 22, 2022, Common Council approved a General Development Plan and Specific Implementation Plan for a restaurant (Chili's) at the subject site.

ANALYSIS

The approved GDP/SIP for the site included a 10' tall, 99 sq. ft. monument sign along South Koeller Street. A Base Standard Modification (BSM) was approved at that time to allow a 7.6' front yard setback, where code requires a 25' front yard setback. Staff recommended approval of the reduced front yard setback due to the monuments sign's substantial height reduction to 10', where code allows a maximum sign height of 35'.

The applicant is proposing to remove the existing monument sign for placement of a 35' tall pylon sign, which would utilize the existing 99 sq. ft. sign cabinet. The applicant is requesting a new BSM to allow the proposed pylon sign to be placed with a 15.25' front yard setback, where code requires a 25' setback. According to the applicant, meeting the 25' front setback would result in the pylon sign being on the same vision plane as neighboring pylon signage, which would result in the Chili's sign being blocked from visibility and also blocking neighboring signs from visibility. The applicant also stated that the proposed pylon sign cannot be constructed at the 25' setback due to the existing site layout which does not have a viable location for sign placement at 25'. The pylon sign would have to be placed 35'-40' beyond the setback in order to meet code.

Staff analyzed existing pylon signage on other parcels along North Koeller Street and noted that there are several neighboring legal nonconforming pylon signs within the 25' front yard setback. However, all pylon signs that have been installed since the adoption of the current zoning ordinance in 2017 have been held to the 25' setback requirement (Chipotle/Old National Bank, Panda Express, UHAUL). Staff is of the opinion that all new pylon signage should meet current setback requirements when sufficient space exists to meet the requirements. Staff is not aware of any hardships unique to the site that necessitate reduced front yard setbacks for a pylon sign, and therefore is recommending denial of the proposed setback reduction for a 35' tall pylon sign.

FISCAL IMPACT

Approval of this may result in an increase in the assessed property value for the site. The applicant is anticipating spending approximately $26,390 on the proposed project.

RECOMMENDATION

The Plan Commission recommended denial of the requested Specific Implementation Plan Amendment with the findings on December 10, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-677
SIP Amendment - 1290 S Koeller St

12/10/2024 24-677 RESOLUTION

LOST 2-5

PURPOSE: APPROVE SPECIFIC IMPLEMENTATION PLAN AMENDMENT FOR PYLON SIGN AT 1290 SOUTH KOELLER STREET

INITIATED BY: SITE ENHANCEMENT SERVICES

PLAN COMMISSION RECOMMENDATION: Denied

WHEREAS, the Plan Commission finds that the Specific Implementation Plan Amendment for a pylon sign at 1290 South Koeller 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 Specific Implementation Plan Amendment for a pylon sign at 1290 South Koeller 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 not compatible with adjacent/nearby development as neighboring properties in the surrounding area were prohibited from installing such signs within the front yard setback.
3. The proposed Planned Development project will not positively contribute to and may detract from the physical appearance and functional arrangement of development in the area. A full-size pylon sign is not compatible with neighboring signage approved under the current zoning ordinance.

BE IT FURTHER RESOLVED by the Common Council of the City of Oshkosh that the following are conditions of approval for a Specific Implementation Plan Amendment for a drive-through sign at 525 South Washburn Street:

1. A minimum of 25 shrub landscaping points shall be provided around the base of the sign.
2. Final landscaping plan shall be reviewed and approved by the Department of Community Development.
3. Except as specifically modified by this Specific Implementation Plan Amendment, the terms and conditions of the original Specific Implementation Plan dated February 22, 2022 (Resolution 22-70) remain in full force and effect

ITEM: **SPECIFIC IMPLEMENTATION PLAN AMENDMENT FOR PYLON SIGN AT 1290 SOUTH KOELLER STREET**

Plan Commission meeting of December 3, 2024.

GENERAL INFORMATION

Applicant: Site Enhancement Services

Owner: GST Exempt Trust FBO

Action(s) Requested:
The petitioner requests approval of a Specific Implementation Plan (SIP) Amendment for a pylon sign.

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 is a 2.16-acre lot with frontage along South Koeller Street, which includes a recently built Chili's Grill and Bar. The property is zoned SMU-PD and the surrounding area consists of commercial uses. The 2040 Comprehensive Land Use Plan recommends Interstate Commercial use for the subject area.

On February 22, 2022, Common Council approved a General Development Plan and Specific Implementation Plan for a restaurant (Chili's) at the subject site.

Subject Site

Existing Land Use	*Zoning*
Restaurant	SMU-PD

Recognized Neighborhood Organizations
N/A

Adjacent Land Use and Zoning

Existing Uses		*Zoning*
North	Commercial	SMU-PD
South	Commercial	SMU-PD
East	Commercial	SMU-PD
West	Public Right-of-Way/Interstate 41	SMU-PD

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

ANALYSIS

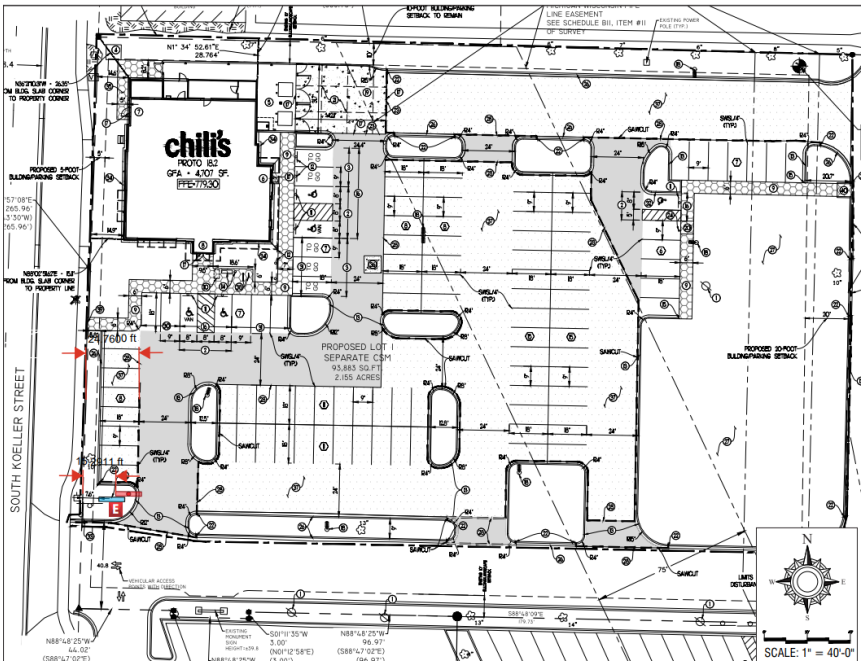
Use
No changes are being proposed to the existing use of the site.

Site Design
No changes are being proposed to the existing site design.

Lighting
A photometric lighting plan has not been submitted with this request.

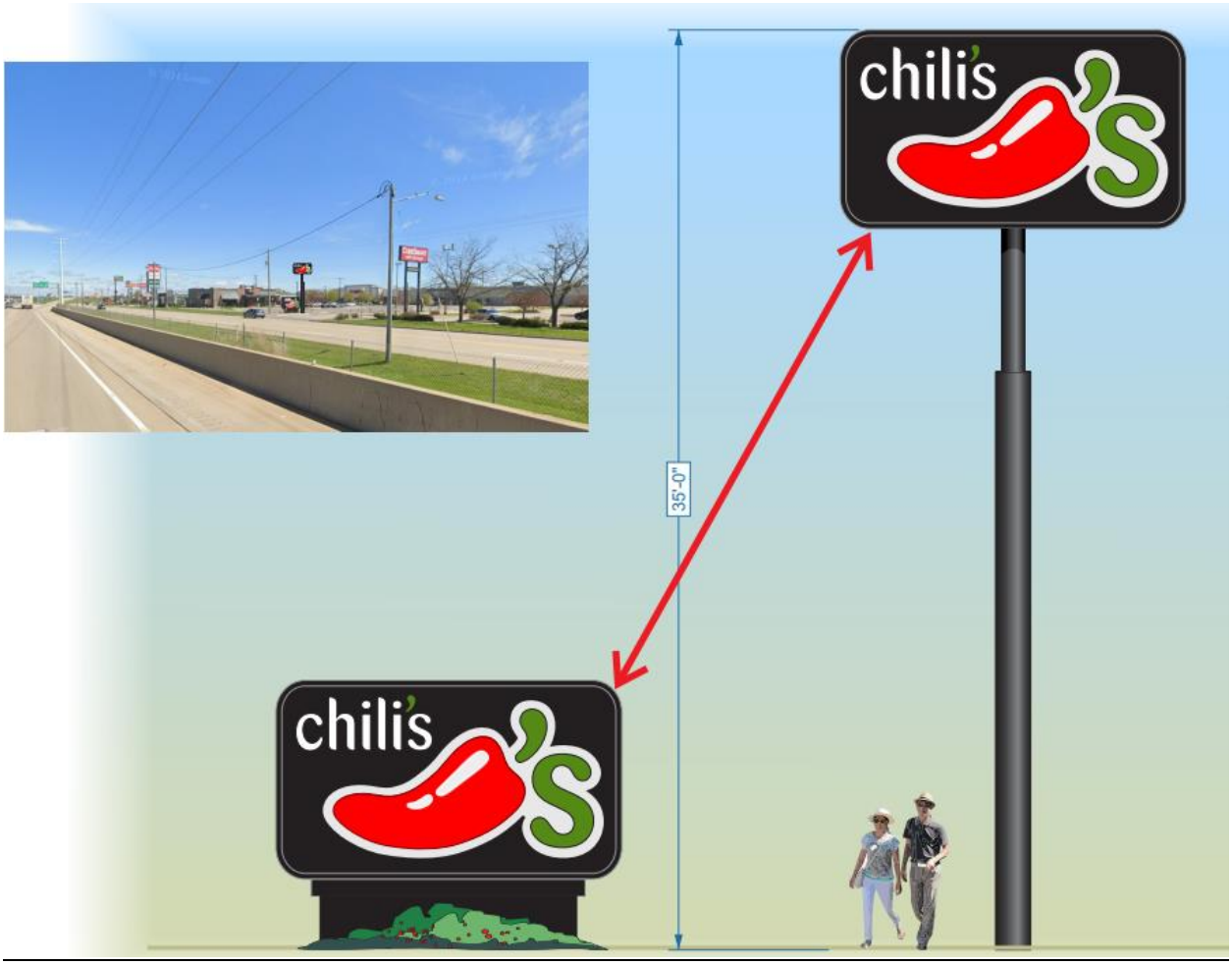
Signage
The approved GDP/SIP for the site included a 10' tall, 99 sq. ft. monument sign along South Koeller Street. A Base Standard Modification (BSM) was approved at that time to allow a 7.6' front yard setback, where code requires a 25' front yard setback. Staff recommended approval of the reduced front yard setback due to the monuments sign's substantial height reduction to 10', where code allows a maximum sign height of 35'.

The applicant is proposing to remove the existing monument sign for placement of a 35' tall pylon sign, which would utilize the existing 99 sq. ft. sign cabinet. The applicant is requesting a new BSM to allow the proposed pylon sign to be placed with a 15.25' front yard setback, where code requires a 25' setback. According to the applicant, meeting the 25' front setback would result in the pylon sign being on the same vision plane as neighboring pylon signage, which would result in the Chili's sign being blocked from visibility and also blocking neighboring signs from visibility. The applicant also stated that the proposed pylon sign cannot be constructed at the 25' setback due to the existing site layout which does not have a viable location for sign placement at 25'. The pylon sign would have to be placed 35'-40' from the setback in order to meet code.



Submitted site plan

Staff analyzed existing pylon signage on other parcels along North Koeller Street and noted that there are several neighboring legal nonconforming pylon signs within the 25' front yard setback. However, all pylon signs that have been installed since the adoption of the current zoning ordinance in 2017 have been held to the 25' setback requirement (Chipotle/Old National Bank, Panda Express, UHAUL). Staff is of the opinion that all new pylon signage should meet current setback requirements when sufficient space exists to meet the requirements. Staff is not aware of any hardships unique to the site that necessitate reduced front yard setbacks for a pylon sign, and therefore is recommending denial of the proposed setback reduction for a 35' tall pylon sign.



Sign plan

Landscaping

A landscaping plan has not been provided, but the applicant has noted that they are willing to provide additional landscaping to offset the BSM request for reduced sign setback. If approved, staff is recommending that an additional 25 shrub landscaping points be provided around the base of the sign to offset the BSM request.

Design Standards

No changes are being proposed to the existing building.

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 would set precedent for allowing reduced front yard setbacks of full-size pylon signs.
(b) The proposed Planned Development project is not compatible with adjacent/nearby development as neighboring properties in the surrounding area were prohibited from installing such signs within the front yard setback.
(c) The proposed Planned Development project will not positively contribute to and may detract from the physical appearance and functional arrangement of development in the area. A full-size pylon sign is not compatible with neighboring signage approved under the current zoning ordinance.

Staff recommends denial of the Specific Implementation Plan Amendment as proposed with the findings listed above.

If Plan Commission would like to recommend approval of the Specific Implementation Plan Amendment, staff recommends the following conditions are included in the motion to approve:

1. A minimum of 25 shrub landscaping points shall be provided around the base of the sign.
2. Final landscaping plan shall be reviewed and approved by the Department of Community Development.
3. Except as specifically modified by this Specific Implementation Plan Amendment, the terms and conditions of the original Specific Implementation Plan dated February 22, 2022 (Resolution 22-70) remain in full force and effect.

Plan Commission recommended denial of the requested Specific Implementation Plan amendment. The following is Plan Commission's discussion on the item.

Site Inspections Report: Ms. Propp, Mr. Nichols, Mr. Belville, and Ms. Davey reported visiting the site.

Staff report accepted as part of the record.

The petitioner requests approval of a Specific Implementation Plan (SIP) Amendment for a pylon sign.

Mr. Slusarek presented the items and reviewed the site and surrounding area as well as the land use and zoning classifications in this area. The subject site is a 2.16-acre lot with frontage along South Koeller Street, which includes a recently built Chili's Grill and Bar. The property is zoned SMU-PD.

On February 22, 2022, Common Council approved a General Development Plan (GDP) and SIP for a restaurant (Chili's) at the subject site. The approved GDP/SIP for the site included a 10' tall, 99 sq. ft. monument sign along South Koeller Street. A Base Standard Modification (BSM) was approved at that time to allow a 7.6' front yard setback, where code requires a 25' front yard setback. Staff recommended approval of the reduced front yard setback due to the monuments sign's substantial height reduction to 10', where code allows a maximum sign height of 35'.

The applicant is proposing to remove the existing monument sign for placement of a 35' tall pylon sign, which would utilize the existing 99 sq. ft. sign cabinet. The applicant is requesting a new BSM to allow the proposed pylon sign to be placed with a 15.25' front yard setback, where code requires a 25' setback. According to the applicant, meeting the 25' front setback would result in the pylon sign being on the same vision plane as neighboring pylon signage, which would result in the Chili's sign being blocked from visibility and also blocking neighboring signs from visibility. The applicant also stated that the proposed pylon sign cannot be constructed at the 25' setback due to the existing site layout which does not have a viable location for sign placement at 25'. The pylon sign would have to be placed 35'-40' from the setback in order to meet code.

Staff analyzed existing pylon signage on other parcels along North Koeller Street and noted that there are several neighboring legal nonconforming pylon signs within the 25' front yard setback. However, all pylon signs that have been installed since the adoption of the current zoning ordinance in 2017 have been held to the 25' setback requirement (Chipotle/Old National Bank, Panda Express, UHAUL). Staff is of the opinion that all new pylon signage should meet current setback requirements when sufficient space exists to meet the requirements. Staff is not aware of any hardships unique to the site that necessitate reduced front yard setbacks for a pylon sign, and therefore is recommending denial of the proposed setback reduction for a 35' tall pylon sign.

Staff recommends denial of the SIP Amendment as proposed with the findings listed above.

If Plan Commission would like to recommend approval of the SIP Amendment, staff recommends the conditions in the staff report be included in the motion to approve.

Mr. Perry opened up technical questions to staff.

Mr. Nichols inquired whether, when the original site plan was proposed, they intended to include a 25-foot setback, and if the sign currently being proposed would have required designation as a sign at that time.

Mr. Slusarek stated that no, it would have met the code if they had complied with a 25-foot setback.

Mr. Nichols asked if the applicant had planned this from the beginning, they probably could have made it happen.

Mr. Slusarek stated that is correct.

Ms. Propp asked where the sign would be placed if the Plan Commission were to approve it.

Mr. Slusarek stated that the sign would be located at the end of a parking row. The current sign has about a 7.5-foot setback, and it would be moved back to approximately a 15.25-foot setback.

Ms. Propp asked where the sign would be positioned if they were to have a 35-foot or 25-foot setback.
Mr. Slusarek stated it would likely need to go within one of these islands.

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

David Michael; 6001 Nimtz Parkway, South Bend, Indiana, Site Enhancement Services, offered to answer questions about their client's variance request. He explained that the site has a lot of freestanding pylon signs, making the Chili's sign less noticeable at ground level. They plan to reuse the existing cabinet and foundation, raising the sign higher without adding square footage. There's no space within the 25-foot setback, so positioning further back would obscure the sign. The goal is to blend better with the community and improve visibility by elevating the sign 30 to 40 feet, facilitating safer navigation for motorists.

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

Mr. Perry closed public comment.

There was no closing statement from the applicant.

Motion by Nichols to deny based on the findings and recommendation as stated in the staff report.

Seconded by Davey.

Mr. Perry asked if there was any discussion on the motion.

Mr. Loewenstein inquired whether the image on the presentation screen depicted an island and, if it did, how far it was from the street.

Mr. Slusarek confirmed that it is indeed an island and noted that it is approximately over 40 feet from the street.

Mr. Loewenstein said that it appears there could be other solutions to this that would still meet code.

Ms. Propp stated that she is in support of staff's recommendation of denial.

Mr. Perry stated his support for the sign, just not the location.

Ms. Davey stated her support for the denial.

Motion to deny was carried 5-2 (Scheuermann & Perry).

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

City of Oshkosh

Planned Development Application

For General Development Plan or Specific Implementation Plan

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

APPLICANT INFORMATION

Petitioner: David Mikel, Site Enhancment Services Date: 10/7/24

Petitioner's Address: 6001 Nimtz Parkway City: South Bend State: IN Zip: 46628

Telephone #: (574) 378-8795 Email: dtm@sesbranding.com Contact preference: ☐ Phone ☒ Email

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

Petitioner's Signature (required): _____ Date: 10/17/24

OWNER INFORMATION

Owner(s): GST Exempt Trust FBO Glenda L. Garcia Date: 10/17/24

Owner(s) Address: 1570 The Alameda., Suite 315 City: San Jose State: CA Zip: 95126

Telephone #: (408) 288-8324 Email: mark@milanileecpas.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: _____ Trustee Date: 10/17/24

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: 1290 S. Koeller St., Oshkosh, WI 54902

Proposed Project Type: Updated Signage

Estimated Cost: $26,393.00

Current Use of Property: Full Service Restaurant Zoning: SMU

Land Uses Surrounding Your Site: North: Retail
South: Restaurant
East: Retail - Storage
West: Retail - Distribution

- **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.

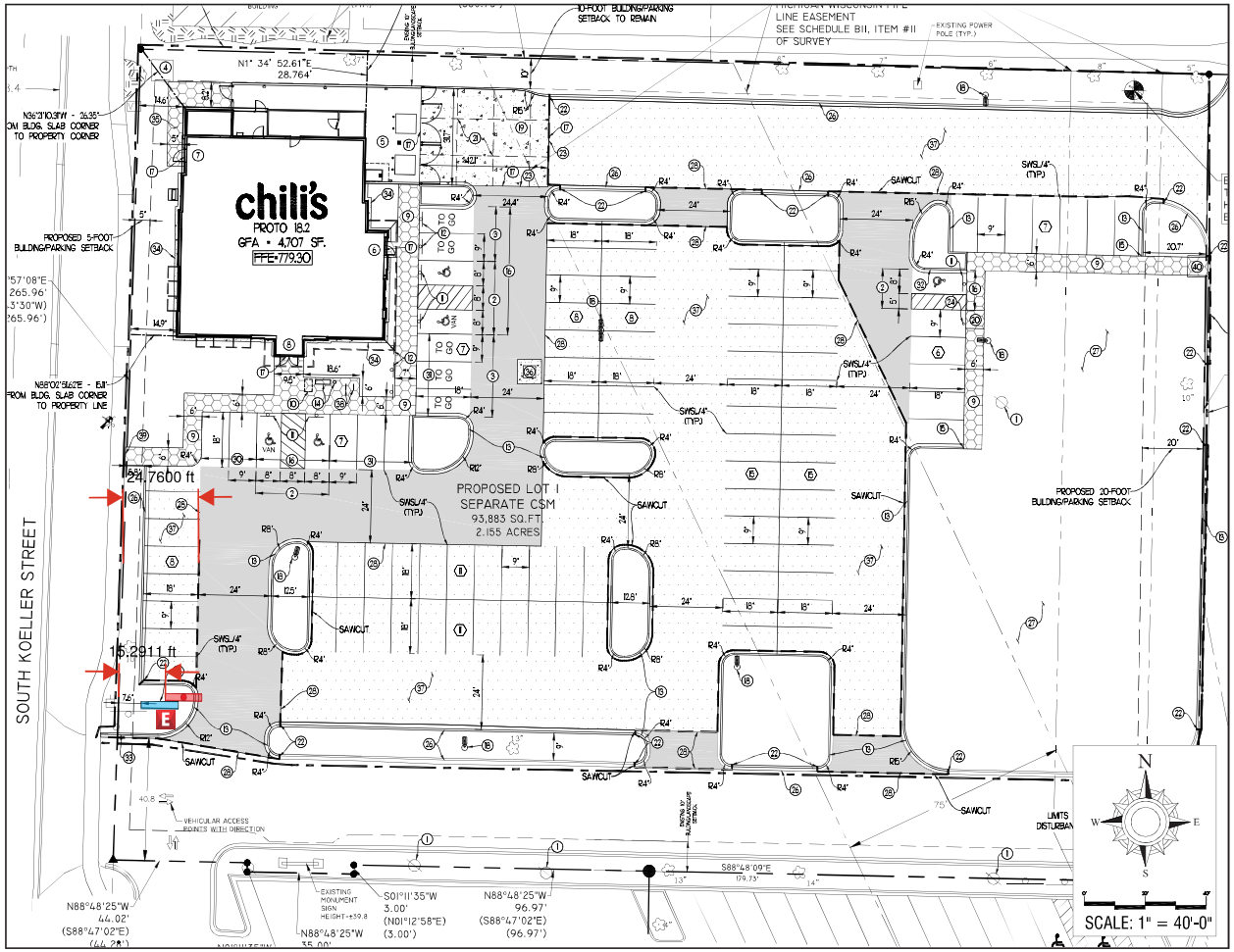
I hereby certify that to the best of my knowledge all required application materials are included with this application. I am aware that failure to submit the required completed application materials may result in denial or delay of the application request.

Applicant's Signature (required): _____ Date: 10/17/24

Justifications

Chili's Grill & Bar is respectfully requesting a 35' tall pylon sign at 99.04ft^2 with a reduced setback of approximately 15'-3" as opposed to the code allowed front yard setback requirement of 25'. Chili's Grill & Bar is respectfully requesting freestanding signage that fits into the community without being on the same plane as other signage which reduces the amount of time any sign might be blocked by the proposed Chili's Bar & Grill pylon sign. The strict enforcement of the code only allows for the pylon sign to be placed in areas that are well beyond the 25' (35'-40' approx.).

Based on the request, Chili's Bar & Grill is willing to update the landscaping plan to improve the site with a landscaping bed at the base of the sign. Chili's is also open to any opinions/recommendations from the City on the height and radius of the landscaping bed at the base of the sign or any other improvements that are deemed necessary to improve the site and/or approve this request.



SITE PLAN

SIGN SCHEDULE:

E — Area of change for freestanding signage

Existing MONUMENT SIGN

Proposed Pylon Sign

NOTE: Existing monument sign to be removed from base, and mounted on a new pole structure so that it is a pylon sign.

CUSTOMER TO PROVIDE DEDICATED BRANCH CIRCUITS FOR SIGNS ONLY PER NEC CODE 600.5

ALL BRANCH CIRCUITS SHALL BE DEDICATED TO SIGNS (INCLUDING GROUND AND NEUTRAL) AND SHALL NOT BE SHARED WITH OTHER LOADS. PROPERLY SIZED GROUND WIRE THAT CAN BE TRACED BACK TO BREAKER PANEL IS REQUIRED.

INSTALLER REQUIREMENTS

ALL MOUNTING HARDWARE, SECONDARY WIRING AND CONDUITS ARE TO BE PROVIDED BY THE INSTALLATION CONTRACTOR. ALL PENETRATIONS IN THE WALL ARE TO BE SEALED WITH SILICONE AND TO BE WATERTIGHT.

ANY DEVIATION FROM FEDERAL HEATH REQUIREMENTS MAY RESULT IN DAMAGE TO OR IMPROPER OPERATION OF SIGNAGE, CAUSING DELAYS AND ADDITIONAL COSTS.

NEW & REMODEL CONSTRUCTION

ADEQUATE BEHIND THE WALL BACKING AND ACCESS IS REQUIRED FOR THE INSTALLATION OF NEW SIGNAGE. CUSTOMER TO FORWARD APPROVED SIGNAGE DRAWINGS TO THE ON SITE CONTACT TO INSURE THAT THE REQUIRED PROVISIONS ARE MADE DURING CONSTRUCTION, PRIOR TO THE SIGN INSTALLATION.

INSTALLER REQUIREMENTS FOR EIFS WALLS

IT IS THE RESPONSIBILITY OF THE INSTALLATION CONTRACTOR TO PROVIDE ANY WALL SPACERS REQUIRED TO KEEP EIFS WALL MATERIAL FROM BEING COMPACTED DURING INSTALLATION OF ANY MOUNTING BOLTS REQUIRED FOR SIGNAGE.

GENERAL NOTE

- INSTALLER SHALL VERIFY WALL CONDITION IN THE FIELD.
- TYPE, SIZE AND NUMBER OF FASTENERS TO BE DETERMINED.
- ALL BOLT HOLES TO BE DRILLED OR PUNCHED.
- ISOLATE ALL ALUMINUM FROM STEEL.

ELECTRICAL REQUIREMENTS

Total: T.B.D. Amps

# of 120V, 20A Circuits Req'd T.B.D.

ALL BRANCH CIRCUITS SHALL BE DEDICATED TO SIGNS (INCLUDING GROUND AND NEUTRAL) AND SHALL NOT BE SHARED WITH OTHER LOADS.

120V-20 AMP CIRCUIT ELECTRICAL PRIMARY TO WITHING 5' OF SIGN LOCATION AND THE FINAL HOOK-UP TO BE BY THE CUSTOMER'S CERTIFIED ELECTRICIAN. NUMBER OF CIRCUITS PER SIGN TO BE PER FEDERAL HEATH SIGN REQUIREMENTS.

ALL (ELECTRICAL) SIGNS SHALL CONFORM TO THE REQUIREMENTS OF ARTICLE 600 OF THE N.E.C. AND U.L. 48 ALONG WITH OTHER APPLICABLE STATE & LOCAL CODE REQUIREMENTS. THIS INCLUDES PROPER GROUNDING AND BONDING OF SIGN.

WARRANTY NOTICE

CERTAIN ELECTRICAL COMPONENTS OF SIGNS WILL FAIL PREMATURELY IF NOT SHUT OFF FOR A PERIOD OF TIME, ONCE EACH DAY FOR BEST PERFORMANCE WE RECOMMEND THAT SIGNS BE CONNECTED TO AN AUTOMATIC CONTROLLING DEVICE SUCH AS AN EMERGENCY MANAGEMENT SYSTEM, TIME CLOCK OR PHOTO CELL TO CONTROL THE DAILY SHUT-OFF PERIOD. FAILURE TO FOLLOW THESE RECOMMENDATIONS CAN CAUSE DAMAGE TO ELECTRICAL COMPONENTS OF THE SIGN AND VOID THE WARRANTY. SOME DIMMING DEVICES WILL ADVERSELY AFFECT THE ELECTRICAL COMPONENTS OF THE SIGN IT IS ATTACHED TO, CAUSING FAILURE. ANY DIMMING OF THE SIGN WITHOUT CONSULTATION WITH FEDERAL HEATH SIGN COMPANY WILL VOID THE WARRANTY.

INSTALLATION OF THIS SIGN SHALL CONFORM TO ARTICLE 600 OF THE NEC, UL48, AND OR OTHER APPLICABLE LOCAL CODES, INCLUDING PROPER GROUNDING AND BONDING OF SIGN.

LOCATION OF DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A) OF THE NEC.

FEDERAL HEATH
VISUAL COMMUNICATIONS
www.FederalHeath.com

Manufacturing Facilities:
Delaware, OH - Euless, TX - Jacksonville, TX
Oceanside, CA - Racine, WI - Rochester Hills, MI

Office Locations:
Atlanta, GA - Brandon, FL - Indianapolis, IN
Tunica, MS - Daytona Beach, FL - Delaware, OH - Euless, TX
Grafton, WI - Houston, TX - Idaho Falls, ID - Jacksonville, TX
Knoxville, TN - Las Vegas, NV - Louisville, KY
Oceanside, CA - Racine, WI - Rochester Hills, MI - San Antonio, TX
Tampa, FL - Willowbrook, IL - Orlando, FL

Building Quality Signage Since 1901

Revisions:
R1 MG 7.20.23 Correct design #; chg side view on A2 to wall-mount.

Account Rep: Joe Dunavan

Project Manager: Paul Karlin

Drawn By: Melanie Gray

Project / Location:

Location #CH1658
1300 S. Koeller Street
Oshkosh, WI 54902

Underwriters Laboratories Inc. — ELECTRICAL TO USE U.L. LISTED COMPONENTS AND SHALL MEET ALL N.E.C. STANDARDS

ALL ELECTRICAL SIGNS ARE TO COMPLY WITH U.L. 48 AND ARTICLE 600 OF THE N.E.C. STANDARDS, INCLUDING THE PROPER GROUNDING AND BONDING OF ALL SIGNS.

Client Approval/Date:

Landlord Approval/Date:

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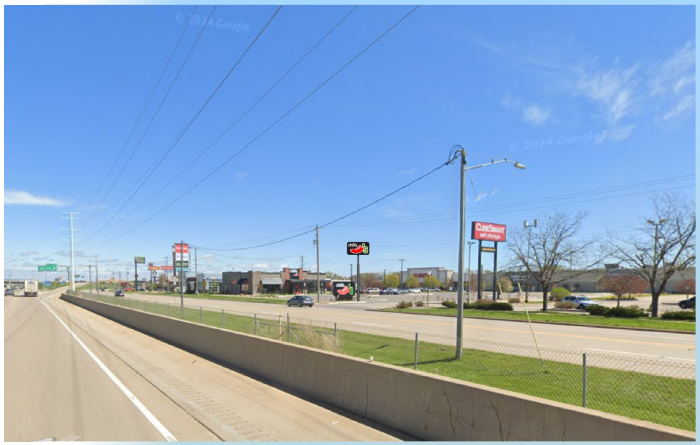
Colors Depicted In This Rendering May Not Match Actual Material Finishes. Refer To Product Samples For Exact Color Match.

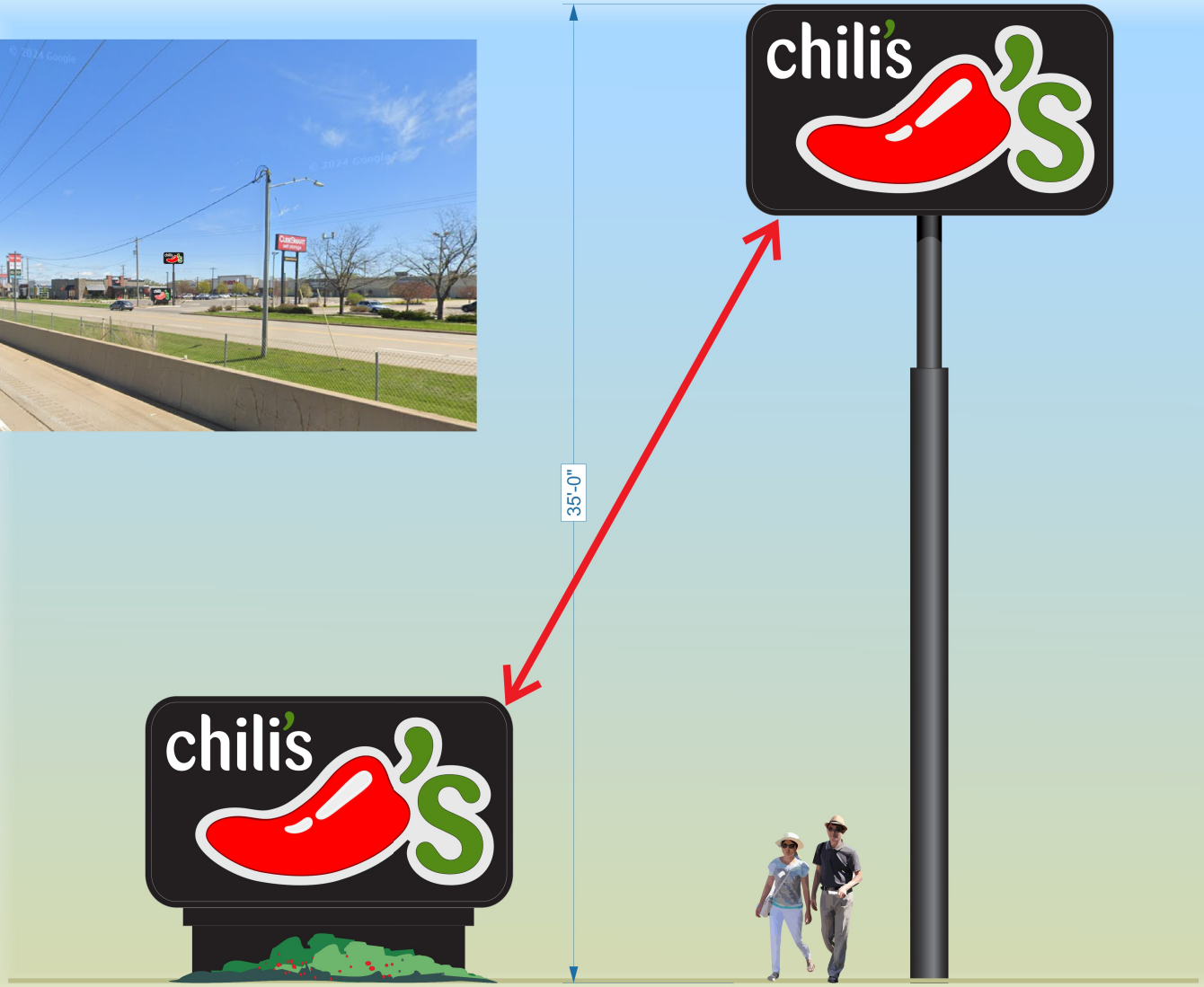
Job Number: **23-89299-10**

Date: Aug 2024

Sheet Number: 1 Of 1

Design Number: **23-89299-10**




chili's
35'-0"
chili's

SIP AMENDMENT
1290 S KOELLER ST
PC: 12-3-2024

PH 1280 KOELLER ST LLC
ATTN: PAUL REYSEN CPA
6737 W WASHINGTON ST STE 3440
MILWAUKEE WI 53214-5648

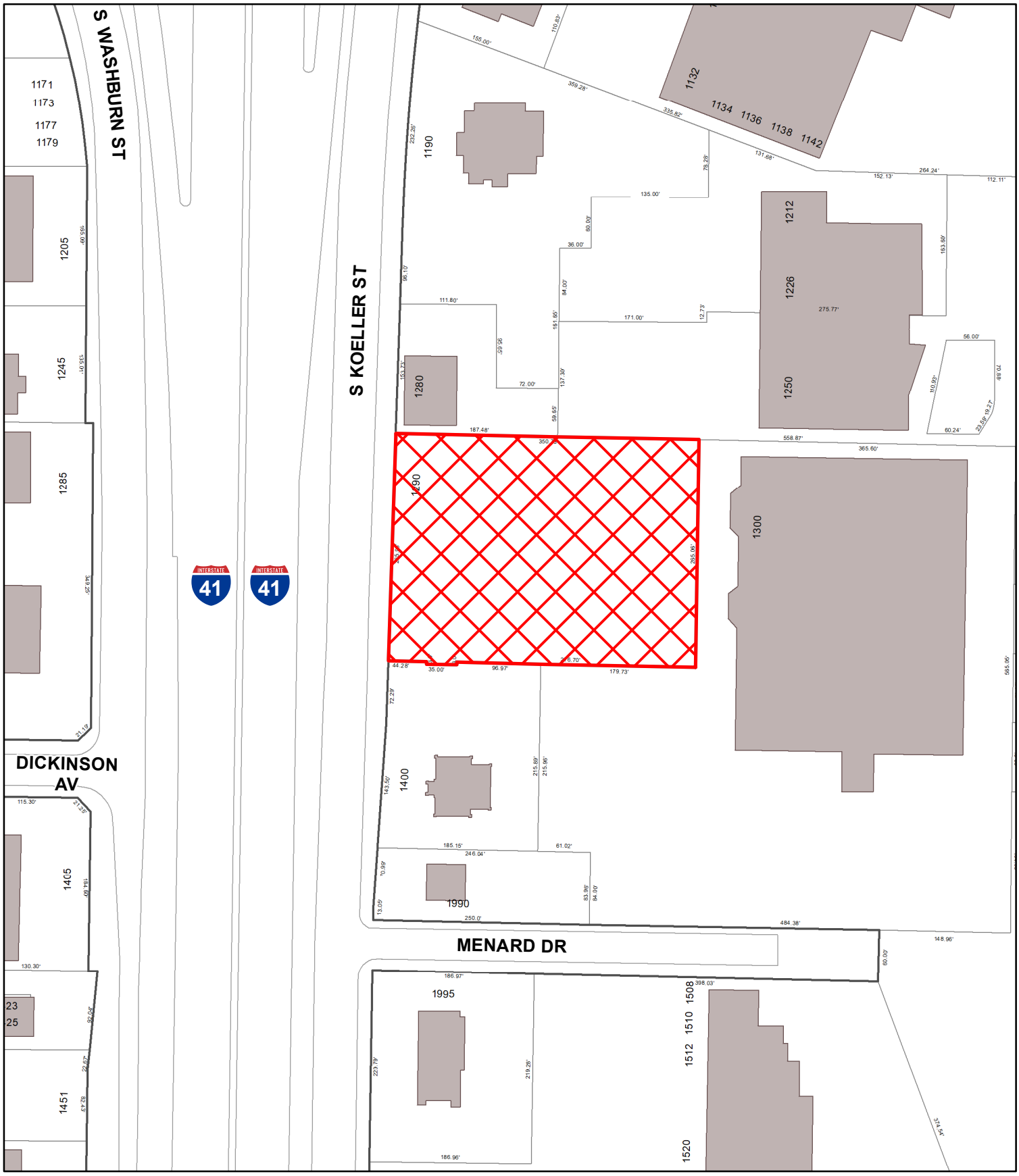
IHOP PROPERTY LLC
10 W WALNUT ST 5TH FLR
PASADENA CA 91103-3633

AGREE CENTRAL LLC
32301 WOODWARD AVE
ROYAL OAK MI 48073-0946

GST EXEMPT TRUST
1570 THE ALAMEDA STE 315
SAN JOSE CA 95126-2305

SAVINGS SQUARE PARTNERS
10960 WILSHIRE BLVD FL 7
LOS ANGELES CA 90024-3710

KOELLER PROPERTIES LLC ETAL
670 N COMMERCIAL ST STE 303
MANCHESTER NH 3101-1149



BASE MAP
1290 S KOELLER ST

N

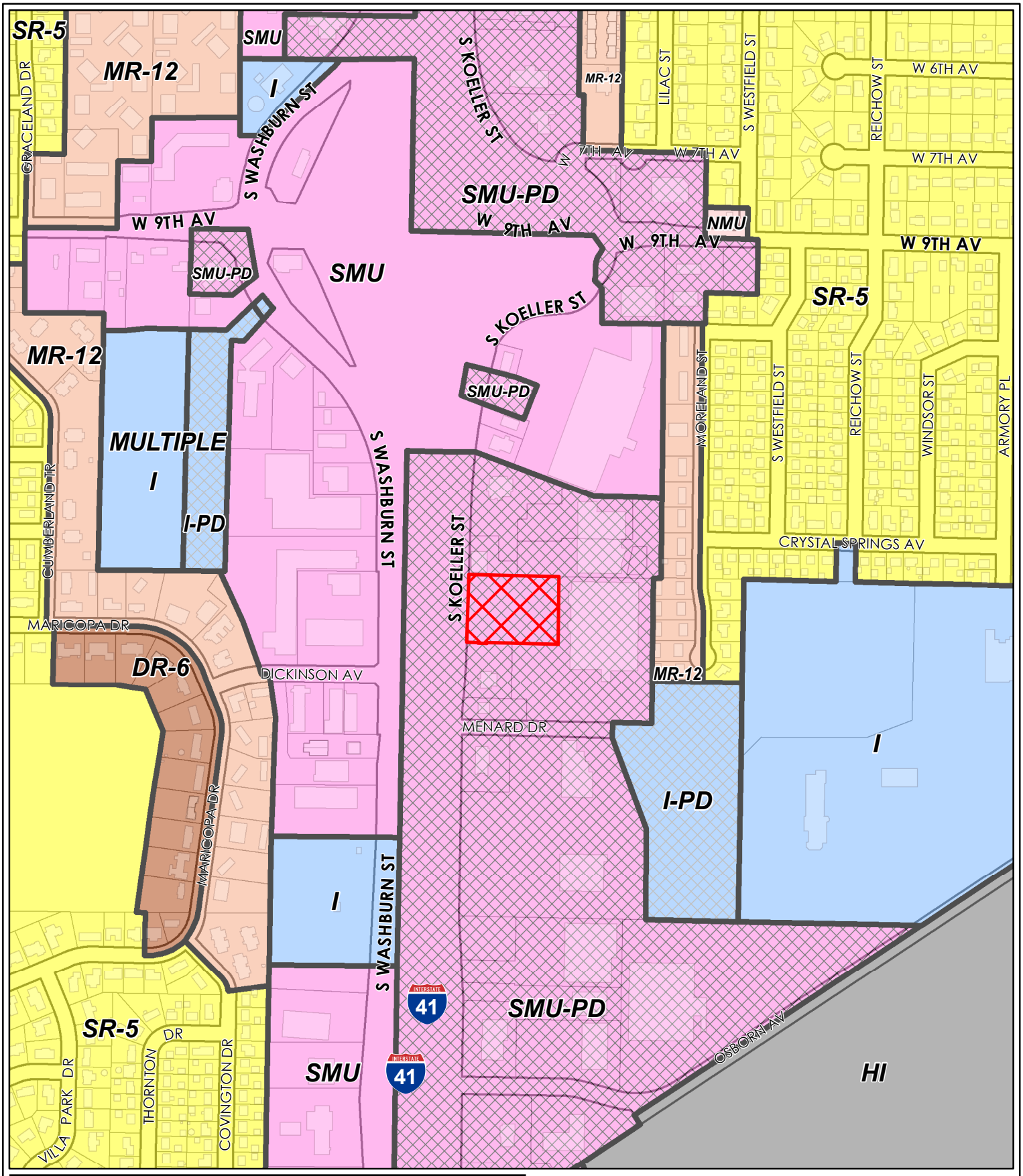
1 in = 0.03 mi
1 in = 150 ft

Printing Date: 11/4/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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ZONING MAP
1290 S KOELLER ST

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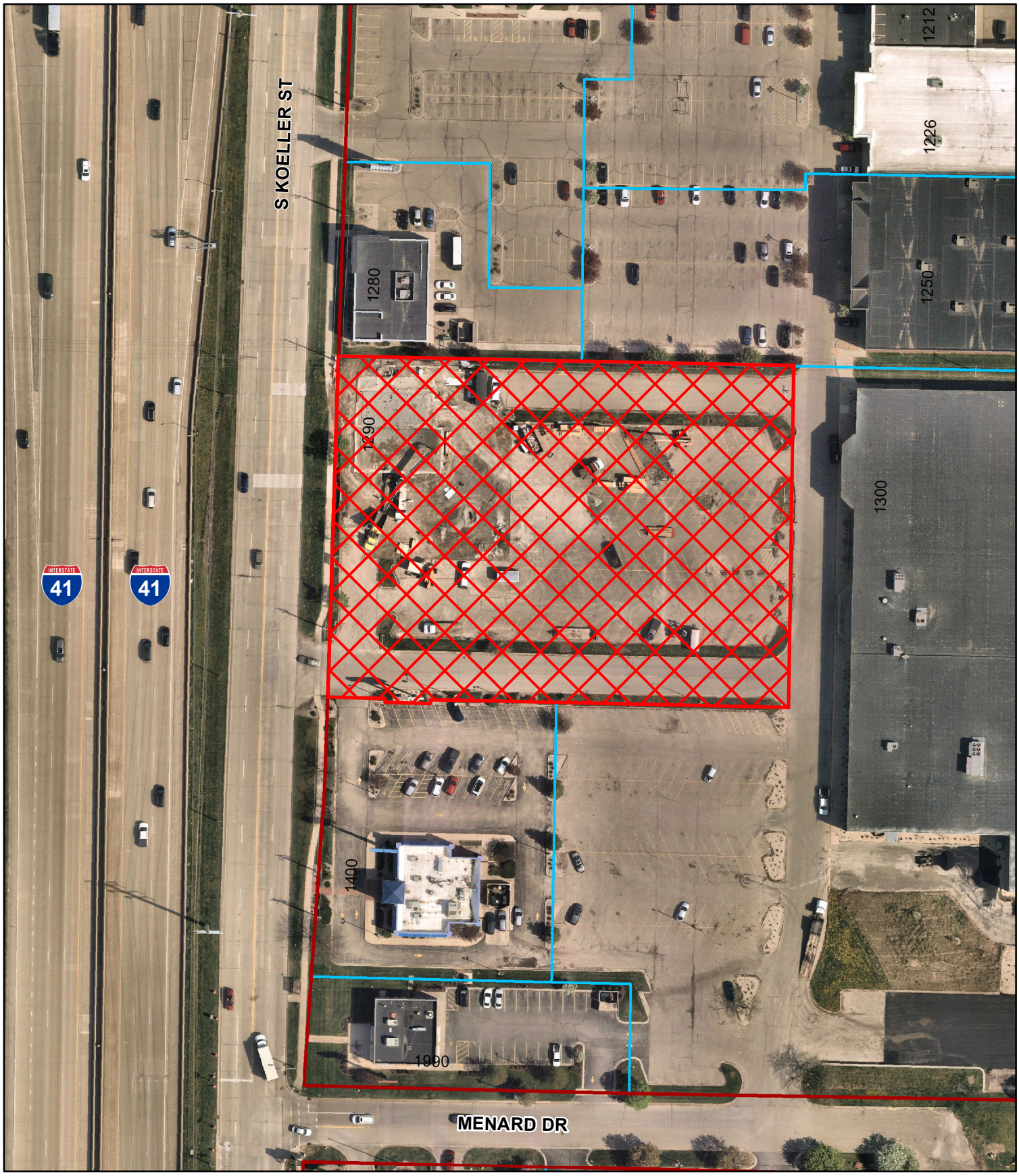
1 in = 0.09 mi
1 in = 500 ft

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AERIAL MAP
1290 S KOELLER ST

N

1 in = 0.02 mi
1 in = 100 ft

Printing Date: 11/4/2024

Prepared by: City of Oshkosh, WI

City of Oshkosh

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-678 Approve Professional Service Agreement with Associated Appraisal Consultants, Inc. for 2025 Property Assessment Revaluation ($285,000.00)

BACKGROUND

The Wisconsin Department of Revenue (DOR) requires timely and accurate revaluations to ensure property assessments in the city are equitable among all property classes. In 2024, the DOR determined that the City's commercial property assessment values (85%) were not in compliance with the DOR's required ratios in relation to the equalized value in the City. The City's two major property classes each must be within 10% of the equalized value (90%-110%) that the DOR establishes on an annual basis. The City's residential assessment values were in compliance at 101%, but the DOR requires that both major property classes within the City (residential and commercial) be revalued at the same time to ensure that the properties are equitably assessed. As a result, a revaluation is necessary in 2025 to adjust the assessment values to meet state requirements. If the City does not achieve compliance in 2025, the DOR will issue an Order for Supervised Assessment and will require the City to pay for all expenses related to that.

ANALYSIS

The City has selected Associated Appraisal Consultants, Inc. (AAC) to perform the 2025 revaluation following a review and selection process. This firm has been chosen based on their proven expertise in municipal property assessments and strong reputation with numerous successful engagements with other municipalities in Wisconsin including being hired by DOR to conduct a supervised assessment for municipalities not in compliance. AAC will physically inspect 100% of all commercial properties and update the assessment records to ensure that the values reflect recent market value sales utilizing mass appraisal methods. A full inspection will include both interior and exterior walkthroughs to update pictures and sketches of the properties. AAC will assist the city with Open Book, Board of Review (BOR), and marketing for the revaluation as it relates to commercial properties. Internal city staff will complete the revaluation for the residential property class as they did for the 2024 revaluation.

What Steps Will Be Taken to Ensure Compliance in 2025?

2025 is the last year Oshkosh will be able to come into DOR statutory compliance on assessed value without triggering a supervised revaluation. Wisconsin Statutes 70.05(5)(g) states if a municipality's assessed value of each major class of property is not within 10 percent of the full value of the same major class of property by the second year, the DOR will order a specially supervised revaluation under 70.75(3). All costs borne with the reassessment are borne by the municipality. If DOR personnel are not able to do the revaluation themselves, they will contract it out to a third party of their choosing and the City will pay all expenses related to DOR staff and the contracted party completing the revaluation. This will cost the

city significantly more then doing the reassessment ourselves.

City staff have been in contact with the DOR as to what steps can be taken in 2025 and beyond to decrease the likelihood of a DOR mandated revaluation in 2026. The DOR and AAC have both suggested that the Board of Review be moved to a later date in the year, after the equalized values have been released by the DOR. This was not done in 2024 and may have partially contributed to the issues experienced. This change will more than likely decrease the likelihood of a DOR mandated revaluation in 2026 significantly as it provides an opportunity to discuss the equalized value figures that DOR established before the city's assessed values are established. DOR also recommended that AAC and city staff reach out to DOR in late spring/early summer 2025 to discuss various factors that AAC and city staff are seeing/planning to use when preparing for the 2025 revaluation. Communicating with DOR early in the process will ensure that the DOR, AAC, and the City are using similar factors and methodology when establishing each organization's respective equalized value and assessed value.

Staff is taking many actions to prevent a possible revaluation in 2026, and the plan remains to be compliant as of 2025 going forward. Actions are being taken internally and externally to prevent a state-mandated revaluation in 2026. This includes having protections built into the contract with AAC that contain the following language:

- Requirement to regularly communicate with DOR to confirm sales, market growth, and other factors being considered for the equalized value are similar to the figures that AAC is utilizing for the assessed values. Separately from AAC, city staff will also communicate regularly with DOR to ensure the factors being used to establish the residential equalized value is similar to what staff is utilizing to establish the residential assessed value.

- Meet WI Statute 70.05(5) which states that the valuation for a municipality's two largest major classes (commercial and residential for Oshkosh) must be within 10% of equalized values established by the DOR. AAC will ensure that the commercial major class is within 10% of the equalized value and internal city staff will ensure that the residential major class is within 10% of the equalized value.

- A specific timeline has been established to follow DOR's schedule when they release the equalized value in order to ensure that the equalized value figures have been released before the city's assessed values are finalized. This order of events will allow changes to be made within the equalized value or assessed value, based on conversations with DOR. Notice of Changed Assessments will be sent to property owners in late August/early September 2025 and Open Book will take place in late September/early October 2025. Finally, the Board of Review will meet in October if there are property owners who would like to appeal their value. All aspects of the revaluation will be completed by October 31, 2025.

- Specific terms have been written into the agreement under "City Remedies upon Event of Default" which specify that if there is a failure to meet the above requirements, AAC shall provide maintenance Commercial assessment services at no cost in 2026. This has a value of $67,500.

Public Outreach

Public outreach will be vital with back-to-back revaluation years. AAC has extensive experience with public outreach and social media engagement. Not only does AAC share items on its own social media platforms, the City will have the option to share on its social media platforms as well. Social media will not be the only notification device utilized. AAC's

website also has a wealth of relatable information easily digested by residents that help make the assessment process more understandable that the City will be able to share and direct residents to. AAC will also provide the City with an online toolkit to assist when it is needed to reach out to residents. In addition to AAC's tools, the City will utilize Oshkosh Media, community events, city hall brochures/public messaging screens, and community partners to help share information about the upcoming revaluation. All of these items will be beneficial in helping to inform property owners as to why another revaluation is required in 2025.

Looking Beyond 2025

Every year the City must inform the DOR as to what type of assessment year it was. There are four assessment options that are listed in increasing order of work required: 1) Maintenance year, 2) Interim Market Update, 3) External Revaluation, and 4) External and Internal Revaluation. The DOR has suggested looking into the option of completing regular Interim Market Updates to stay on top of trends more easily. Interim Market Updates allow communities to reassess properties that have any changes (change in status, new constructions, permits pulled etc.) and also are required to complete an analysis of problem strata (neighborhoods) identified from a previous assessment year. This allows municipalities to remain conscious of assessment value changes and adjustments that may be required.

There are numerous advantages to interim market updates. Once there are quality property and assessment records in place (typically following a revaluation year), staff looks at the assessed value of all properties in the City and will use statistical data, sales data, and any other information that may impact values to determine if the assessed value needs to be adjusted. It does not require a physical inspection of each parcel. The assessors will still inspect any parcels that have had some kind of change such as a building permit pulled.

There are minor disadvantages to this option, as they occur more often than a full revaluation, require more staff time and resources than a typical maintenance year, and will cost more for commercial if we continue to market that out. Cost should be less than a full revaluation but slightly more than a maintenance year.

FISCAL IMPACT

The contract for the 2025 Commercial Assessment Revaluation services will cost $285,000. The revaluation will be funded by the City's fund balance.

RECOMMENDATION

The City Council approves the professional services agreement with Associated Appraisal Consultants, Inc. for the 2025 Commercial Assessment Revaluation for $285,000.

Attachments

RES 24-678
FINAL AAC Reval Contract
FINAL Exhibits - Revaluation Services
V2 - AAC - City of Oshkosh 2025-2027 Assessment Services Proposal

12/10/2024	24-678	RESOLUTION
CARRIED	7-0	

PURPOSE: APPROVE PROFESSIONAL SERVICE AGREEMENT WITH ASSOCIATED APPRAISAL CONSULTANTS, INC. FOR 2025 COMMERCIAL ASSESSMENT REVALUATION ($285,000)

INITIATED BY: COMMUNITY DEVELOPMENT

BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized to enter into and take those steps necessary to implement an appropriate professional services agreement with Associated Appraisal Consultants, Inc. for the 2025 Commercial Assessment Revaluation in the amount of $285,000.

AGREEMENT FOR PROPERTY REVALUATION SERVICES

1. Parties. This Agreement is made by and between the following:

    a. City of Oshkosh, a Wisconsin Municipal Corporation (City)
    215 Church Avenue
    Oshkosh, Wisconsin 54901-4747

    b. Associated Appraisal Consultants, Inc., a Wisconsin Corporation (AAC)
    W6237 Neubert Road
    Appleton, Wisconsin 54913-7989

2. Effective Date. December 11, 2024.

3. Termination Date. November 30, 2025, except for the following circumstances:

    a. For Cause: If either party shall fail to fulfill in timely and proper manner any of the material obligations under this Agreement, the other party may, at its discretion, terminate this Agreement by written notice. In this event, AAC shall be entitled to compensation to the date of delivery of the Notice.

    b. Expiration: If all revaluation services required to be performed by this Agreement have concluded prior to the Termination Date, then the parties may mutually agree to an earlier termination date.

4. Fees. In return for AAC's agreement with the terms and conditions described herein, and performance of the services promised, the City will pay AAC sum not to exceed two hundred eighty-five thousand and NO/100 dollars ($285,000.00). The City agrees to make such payment(s) upon AAC's acceptance of these terms and performance of the services described. This amount is inclusive of all costs, fees, and expenses. The amount shall be paid according to the following schedule:

    a. The compensation due to AAC shall be paid monthly for services and expenses incurred during the previous month. Monthly invoices shall

reflect the percentage of work completed, less 5 percent retained by the City until completion of the revaluation and final adjournment of the Board of Review. Invoices will be provided by AAC on or before the first day of each month and shall be paid by the City no later than thirty (30) days from the date of invoice.

b. If any statement amount is disputed, the City may withhold payment of such disputed amount and shall provide to AAC a statement as to the reason(s) for withholding payment. Amounts invoiced and not disputed shall be paid according to the regular schedule agreed upon.

c. All payments shall be made to: Associated Appraisal Consultants, Inc., P.O. Box 291, Greenville, Wisconsin, 54942-0291

5. Services Provided. AAC shall perform a Full Interior and Exterior Commercial Revaluation of all taxable real estate for the 2025 Assessment year, as described in this Agreement and in AAC's Assessment Services Proposal prepared for the City of Oshkosh dated September 27, 2024. A detailed description of the work to be performed is attached as Exhibit A. A timeline for completion of milestones in relation to this Agreement is attached as Exhibit B.

6. Component Parts of the Parties' Agreement. For convenience, the parties agree to compile various separate documents related to this project and incorporate them into this Agreement. Therefore, the terms and conditions of this Agreement may be in multiple places, and consist of the component parts described below. The component parts may or may not be physically attached to this Agreement. Regardless of whether or not they are attached, they are considered to be fully incorporated as a part of this Agreement. The component parts of this Agreement are:

a. The terms of this Agreement, including any other documents or terms referenced and/or attached, but not including component parts identified below.

b. AAC's Assessment Services Proposal Prepared for City of Oshkosh, dated September 27, 2024.

c. The terms and conditions are listed above in order of importance. If terms and conditions in various component parts are conflicting, then the terms

and conditions in the component part first listed will control over the conflicting term and condition found in the later component part. The preceding rule of interpretation may be modified by the parties in particular circumstances that may be explicitly described elsewhere in this Agreement.

7. Representatives. The parties assign the following persons as the primary contacts for their respective interests related to managing and carrying out the tasks of this Agreement. While AAC must identify a person with Assessor I or II Certifications who will be responsible for the day-to-day tasks required by this Agreement, AAC shall also at all times appoint a Supervisor/Manager with an Assessor III Certification with the ability to promptly respond to questions and concerns that the City may have regarding Commercial revaluation tasks and obligations. These persons may be changed upon written notice from the party making the change.

   a. For the City: Kelly Nieforth, Community Development Director
      Contact: 920-236-5055
      knieforth@oshkoshwi.gov

   b. For AAC: Day-to-day operations: Kim Boehm
      Contact: 920-224-8820
      kboehm@apraz.com

      Supervisor/Manager: Dean Peters
      Contact: 920-224-8803
      dpeters@apraz.com

8. Records and Deliverables. Reports, plans and specifications, and other information may be provided to City as deliverables for this Project. Specific records and deliverables are identified and described elsewhere in this Agreement, including attached Exhibit B. Use, and treatment, of deliverables shall be allowed as follows:

   a. Deliverables prepared under this Agreement shall become the property of the City upon completion of the work and payment in full of all monies due to AAC.

   b. However, AAC may continue to use the deliverables and information therein for descriptions or discussions of this project in other contexts, and

may also use some or all of the information in the deliverables in or for other projects. Any such subsequent use by AAC shall be without royalty or other fees, or obligations, to City.

9. Time of the Essence. The parties explicitly understand the importance of the subject of this Agreement, in that the purpose of this Agreement addresses one of the more fundamental tasks of a governmental body, which is the City's taxation of private property. AAC and the City agree that they will proceed accordingly.

    a. The property revaluation process is required to proceed according to statutory processes and timelines. Therefore, time is of the essence regarding all required tasks described in this Agreement.

    b. AAC shall perform the services under this Agreement with diligence and expediency consistent with statutory requirements and sound professional practices.

    c. Exhibit B, as attached to this Agreement, identifies a timeline the parties mutually agree upon. Each milestone described in the timeline is material and strict compliance is expected. AAC must notify the City in writing upon compliance with all milestone requirements. If AAC reasonably believes it may not meet one or more required milestones within the agreed upon timeline, then AAC must notify the City verbally and in writing as soon as AAC has identified a situation in which they may not comply with a milestone within the agreed upon timeline.

    d. Failure to meet any milestone within the agreed upon timeline, except those failures that are directly caused by the City's failure to perform material obligations described in this Agreement, will result in the City declaring a default of the contract as a whole, or imposing liquidated damages or other remedies as described in this Agreement.

    e. If AAC believes that its potential non-compliance with a project milestone is the result of any deficiency of the City's performance any of the City's required functions, then AAC shall notify the City verbally and in writing immediately upon identifying such deficiency so that the parties may attempt to resolve the matter.

f. While the City believes that time spent on this project should be focused on performing the substance of this Agreement, the City nevertheless stresses the importance of communication and updates on tasks achieved, problems encountered, and opportunities to resolve issues. Therefore, the milestones, timelines, and guidance described herein are minimum requirements. Early notifications of potential issues are preferred over waiting for material problems to present themselves.

g. AAC's advance notification of issues, problems, or the potential of failing to comply with milestones does not absolve or waive the City's right to declare a breach, default, or other failure to comply with any term herein. AAC is expected to utilize sufficient additional resources necessary to address the issue or problem to ensure milestones are met.

h. The City agrees that AAC is not responsible for damages arising directly or indirectly from any delays for causes beyond AAC's control. For the purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters, public health emergencies, or failure of performance by the City. If the delays resulting from any such causes increase the time required by AAC to perform its services in an orderly and efficient manner, AAC shall be entitled to an equitable adjustment in schedule, understanding, however, that the required tasks remain subject to statutory requirements.

10. Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party. The City has complete discretion regarding its consent to any request for assignment.

11. Independent Contractor. AAC is an independent contractor and is not an employee of the City.

12. Cooperation with Department of Revenue (DOR) Audits and Litigation. AAC shall fully and completely cooperate with the City, the DOR, the City's attorneys, the City's Insurer, and any other Auditors or other representative of the City (collectively, the "City" for purposes of this Agreement).

a. Cooperation is expected in connection with any internal or governmental investigation or administrative, regulatory, arbitral or judicial proceeding (collectively "Litigation") or internal or governmental Audit, with respect to matters relating to this Agreement.

b. Excluded from this duty of cooperation is a third-party proceeding in which AAC is a named party and AAC and the City have not entered into a mutually acceptable joint defense agreement.

c. Examples of expected cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making AAC's employees available to the City (or their respective insurers, attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, and providing declarations or affidavits that provide truthful information in connection with any Litigation or Audit; (ii) appearing at the request of the City to give testimony without requiring service of a subpoena or other legal process; (iii) volunteering to the City all pertinent information related to any Litigation or Audit; and (iv) providing information and legal representations to auditors in a form and within a timeframe requested.

d. City shall reimburse AAC for reasonable direct expenses incurred in connection with providing documents and records required under this paragraph and may require, at the City's sole discretion, such expenses to be documented by receipts or other appropriate documentation. Reasonable direct expenses include costs, such as copying, postage and similar costs; but do not include wages, salaries, benefits and other employee compensation. AAC shall not be entitled to additional compensation for employee services provided under this paragraph.

13. Standard of Care. The standard of care applicable to AAC's Services will be the degree of skill and diligence normally required by the Department of Revenue and that is employed by professionals performing the same or similar services during the time period said services are performed. All of the work performed by AAC under this Agreement shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and with all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue. AAC shall re-perform any services not meeting this standard without additional compensation.

14. Requirement to Communicate with Department of Revenue and meet Requirements of §70.05(5) Wisconsin Statutes. AAC will assess the commercial properties at full value in compliance with §70.05(5) Wis. Stats. such that AAC's valuation shall be within ten percent (10%) of the full value for the Commercial class of property for 2025 as determined by the Department of Revenue under §70.05(5)(c) Wis. Stats. AAC shall communicate with the Department of Revenue periodically during the revaluation process and as necessary to meet its obligations under this Agreement and to assure that the City of Oshkosh commercial class assessments meet the requirements of §70.05(5)(d) of the Wisconsin Statutes.

15. City Responsibilities. A detailed description of City Responsibilities is attached as Exhibit C.

16. Hold Harmless. It is the intention of the parties that each party shall be solely responsible for its own actions, inactions, and activities, including the actions and activities of its own officers, employees and agents while acting within the scope of their employment.

    a. AAC covenants and agrees to protect and hold the City of Oshkosh harmless against all actions, claims, and demands which may arise related to this Project. AAC's obligations will be to the proportionate extent caused by or resulting from the intentional or negligent acts of AAC, its agents or assigns, its employees, or any sub-consultant it has retained to assist with this issue. The relevant acts are those which are related to the performance of this Agreement or which are caused by or result from any violation of any law or administrative regulation. AAC shall indemnify or refund to the City all sums expended including court costs, attorney fees, and punitive damages which the City may be obliged or adjudged to pay. Claims or demands are due within thirty (30) days of the date of the City's written demand for indemnification or refund for those actions, claim, and demands caused by or resulting from intentional or negligent acts as specified in this paragraph.

    b. Subject to any and all immunities and limitations contained in Wisconsin Statutes, Sec. 893.80, and any applicable part of the Wisconsin Statutes, the City agrees to hold AAC harmless from liability, including claims, demands, losses, costs, damages, and expenses of every kind and

description (including death), to the proportionate extent caused by or result from the intentional or negligent acts of the City, its agents or assigns, its employees, or its sub-consultants related to the performance of this Agreement or which may be caused or result from any violation of any law or administrative regulation, where such liability is founded upon or grows out of the acts or omission of any of the officers, employees or agents of the City of Oshkosh while acting within the scope of their employment.

c. The intention of this paragraph is that the parties are responsible for their own actions or inactions under this Agreement, except for claims, settlements, judgments or monetary damages claimed in relation to tax assessments under paragraph d. below.

d. City covenants and agrees to protect, defend, and hold AAC harmless from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made and circuit court actions under Wis. Stat. §74.35, §74.37 and/or liability under Wis. Stat. § 70.503 and any penalties imposed by law under these statutes.

17. Insurance. AAC agrees to procure and retain in good standing policies which in all respects comply with the attached City of Oshkosh Insurance Requirements for Professional Services, Exhibit D attached hereto.

18. Default/Remedies.

(a) Failure to Meet Milestone Dates / Liquidated Damages. AAC recognizes that time is of the essence for the performance of its responsibilities under this Agreement and the City will suffer damages, including and not limited to financial loss, if the work is not completed within the times specified, plus any extensions agreed upon between the City and AAC. The parties also recognize the significant delays, expense, and difficulties involved in identifying and proving actual losses suffered by the City if the work performed by AAC is not completed according to the milestones identified within the agreed upon timeline. Accordingly, instead of requiring such proof, the City and AAC agree that as liquidated damages sustained by the City for delay, but not as a penalty, AAC shall pay to the City, which amount may be set off by the City upon AAC invoices, an amount equal to $100 per day for each business day that AAC fails to meet any specified milestone deadline set forth in this Agreement. Continued failure to meet milestone date(s) may

result in termination of the Agreement.

(b) Breach of Agreement. An Event of Default under this Agreement shall be defined as when either party breaches any provision of this Agreement or its obligations under this Agreement; provided, that written notice of the breach has been given to the other party and the breaching party has failed to cure such breach within ten (10) business days, if a longer period is reasonably required under the circumstances, so long as the breaching has begun to cure such breach in good faith within the ten (10) day period and thereafter diligently continues to cure such breach the parties may agree to extend this period. Notwithstanding the foregoing or any other term in this Agreement, any failure by AAC to comply with any milestone identified within the parties' agreed upon timeline shall result in the immediate application of liquidated damages except in those situations where the City has agreed, in writing and signed by authorized individuals, to adjust or extend any milestone requirement.

(c) City Remedies upon Event of Default. In the Event of Default by AAC, the City may take one or more of the following actions, in the City's sole and absolute discretion:

i. Terminate the Agreement. All work completed by AAC and paid for by the City shall be transferred to the City within fifteen (15) calendar days of the date of termination.
ii. Failure to meet Requirements set forth in Paragraph 14. If AAC fails to meet the Requirements set forth in Paragraph 14, AAC shall provide maintenance assessment services under the separate agreement with the City therefore for 2026 at no cost.

(d) Delay in Exercise of Rights Not Waiver. No delay or omission to exercise any right or power by either party 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.

(e) 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.

(f) Compensation for Costs of Breach. Whenever there is an Event of Default by a party hereunder, and the non-breaching party employs attorneys or incurs other expenses for the collection of payment due or for the enforcement of any obligation or agreement contained in this Agreement, the breaching shall, on demand thereof, pay to the non-breaching party the reasonable fees of such attorneys and such other reasonable expenses incurred by the non-breaching party.

19. Whole Agreement / Amendment. This document and any attachments identified or documents referenced contain all terms and conditions of the Agreement and any additions, subtractions, or alterations to the resulting Agreement shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

20. No Third-Party Beneficiaries. This Agreement gives no rights, benefits, or obligations to anyone other than City and AAC and therefore there are no third-party beneficiaries of this Agreement.

21. Non-Discrimination. AAC will not discriminate in its actions related to this Agreement on the basis of race, color, creed, age, and gender, or other protected classes as otherwise prohibited by law. A breach of this term may be regarded as a material breach of this Agreement. AAC agrees that all hiring or employment related to this Agreement will not involve any discrimination against any employee or applicant for employment related to race, color, religion, sex, sexual orientation, gender identity, national origin, or other protected class as otherwise prohibited by law.

22. Public Records. The City is a governmental entity that is required to comply with Wisconsin public records laws. AAC acknowledges that Wisconsin Public Records laws assume records are available for public viewing unless there are specific other laws that prevent or limit release, and further acknowledges that

documents provided to a public entity such as the City are treated by the law differently than documents provided to a private entity. AAC also acknowledges that it is a contractor of the City and therefore pursuant to Wisconsin law may be in possession of public records which are not otherwise also in the possession of the City. AAC agrees to cooperate with the City and any public records requests. Notwithstanding any other term of this Agreement, including component parts, the City will always be allowed to use documents in conformity with all applicable laws, including public records laws. Any action the City takes that is consistent with any applicable law shall not be considered a breach or violation of this Agreement, regardless if this Agreement or any attachment or referenced document includes terms or conditions that conflict with applicable law that the City is following. AAC may elect to challenge a public records decision by City, but must do so at its own risk and own cost, regardless of the outcome of such challenge.

23. Confidentiality. City as a public body is required by law to maintain certain levels of transparency of its activities, including those activities carried out through AAC. The assessment process, as described by statute and other regulations, requires that certain information gathered from property owners or their agents and/or representatives remain confidential. Therefore, only those documents related to the revaluation that benefit from explicit statutory protections may be redacted or withheld from release. AAC's designation of documents or information as "confidential," "proprietary," or similar designation will not prevent its public viewing or use unless it is otherwise protected by law. Similarly, references to lawful protections of information and documents through intellectual property rights, trade secrets, or similar designations, will be protected only to the extent that they qualify for statutory or common law protections. As a general rule, in light of the statutory definition and required chain of custody protocols, it is unlikely that information disclosed to City would be considered a valid trade secret. AAC may elect to challenge a decision in this regard by the City, but will do so at its own risk, and its own cost, regardless of the outcome of such challenge.

24. Agreement Not to Be Construed Against Any Party. This Agreement is the product of negotiation between all parties and therefore no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

25. No Waiver. Failure of either party to insist upon the strict performance of terms and provisions of this Agreement, or any of them, shall not constitute or be construed as a waiver or relinquishment of that party's right to thereafter enforce such term or provision, and that term of the provisions shall continue in full force and effect.

26. Severability. If any term, covenant, condition or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby and the remainder of the agreement shall be valid and enforceable to the fullest extent permitted by law.

27. Choice of Law, Venue, and Dispute Resolution. The laws of the State of Wisconsin shall govern the interpretation and construction of this Agreement. Winnebago County shall be the venue for all disputes arising under this Agreement. Under no circumstance shall any dispute between the parties be subject to arbitration.

28. Signatures. By placing their signatures below, each individual affirms that the entity they represent is authorized to enter into this Agreement, and further affirm that they are authorized by the entity they are representing to bind their respective parties to the terms and conditions of this Agreement.

Signature Page to Follow

Associated Appraisal Consultants, Inc.

By: _____
Name / title

CITY OF OSHKOSH

By: _____
Mark A. Rohloff, City Manager

And: _____
Diane Bartlett, City Clerk

Approved as to form:

_____
Lynn A. Lorenson, City Attorney

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

_____
Julie Calmes, Finance Director

Exhibit A
Description of Work to be performed by AAC
and Timetable for Performance

I. Overall Description of Work to be Performed. AAC shall be responsible for the revaluation of commercial parcels within the City of Oshkosh for 2025 including all listing, valuation and processing of appeals in connection with the revaluation.

AAC shall keep the City Assessor and City designated Representative regularly informed as to the progress of tasks to be achieved and as to any problems, issues, or concerns regarding revaluation tasks and milestones required within the agreed upon timeline arising during the performance of work. The expected frequency of informed progress will be outlined in Exhibit B. Information concerning progress can be shared via email, phone calls or other forms of communication as deemed necessary.

AAC shall carry on a suitable program of public information to provide the public with information to understand the assessment process, dates and deadlines for submission of information or appeals, and to provide the public with information to contact AAC with questions or concerns relative to their individual commercial parcels.

II. Compliance with Statutes and Wisconsin Property Assessment Manual. AAC shall make all commercial assessments in accordance with Wisconsin State Statutes and the Wisconsin Department of Revenue Wisconsin Property Assessment Manual and shall be responsible for all final commercial values arrived at in compliance with same.

III. Assigned Personnel. All work will be performed by personnel certified as an Assessor I or II by the State of Wisconsin, Department of Revenue and shall be under the supervision of the Supervisor/Manager who shall be certified as an Assessor III. AAC will provide and update the City of Oshkosh with a listing of personnel assigned to the City of Oshkosh. It is AAC's obligation to ensure internal staffing issues and challenges to not affect its obligations to perform revaluation tasks described in this Agreement.

All personnel assigned to or performing work for the City shall present a positive, professional appearance and perform work professionally and in a

courteous manner. The City reserves the right to prohibit assignment of any employee of AAC from participation in services under this Agreement, if the City reasonably determines there is good cause to do so. If the City deems the performance of any employee to be unsatisfactory, the City shall promptly notify and discuss with AAC this issue, and AAC shall promptly reassign such employee so that they no longer perform work under this Agreement. AAC may temporarily assign interim personnel to this project while it addresses any internal staffing issues.

IV. Assessment Program/ Property Record Cards. AAC will use the existing City of Oshkosh iasWorld Computer Assisted Mass Appraisal (CAMA) System as a base for the work performed under this Agreement including the property record card as designed and which may be modified from time to time within the software.

V. Neighborhood Delineation. AAC shall update the existing neighborhood delineation for the commercial class properties as needed and work with the City's GIS Department to create/update a color-coded map indicating the various neighborhood designations. The neighborhood identification procedure shall conform to the City's software products.

VI. Property Inspection and Data.

a. Property Inspection. AAC shall physically inspect all commercial properties within the City of Oshkosh. Physical inspection shall include taking digital photographs, measurements of the property, and preparation of sketches as may be necessary to accurately and completely list each property within the City's assessment system and on the property record card as well as to properly assess the property. Data for each parcel shall include, but is not limited to, size, area, frontage, width, depth, shape, topography, productivity, site improvements, utilities, access, zoning and location.

b. Market Data. AAC shall gather and analyze market value data for all commercial properties within the City including, but not limited to, sales data, lease data, rental rates, rates of return, operating and expense information, vacancy rates and construction costs for use in determining property valuation standards pursuant to Section 70.32 of the Wisconsin Statutes.

For each commercial parcel, this shall include a reconstruction of specific and/or typical income and expenses, an estimate of remaining economic life, and the capitalization rate applied. Capitalization rates shall be accurately documented by information obtained from the market. Any documentation used in establishing any of the foregoing shall become property of the City.

c. All data gathered together with digital photographs of each property shall be entered into and maintained within the City's assessment software. AAC will review, update and correct existing information as required to ensure that data for each property is complete and accurate.

VII. Evaluation of Property / Approaches to Value. AAC shall consider those factors required by 70.32 Wis. Stats. and the Wisconsin Property Assessment Manual including, but not limited to, recent arms-length sales of the property, market/comparable sales, and income and cost approaches.

a. Sales Analysis. AAC shall analyze recent sales data in order to become familiar with prevailing market conditions, activity, and specific transactions which may be utilized in determining the market value of comparable properties throughout the City.

b. Cost Analysis. AAC shall value improvements in accordance with the Wisconsin Property Assessment Manual using generally accepted appraisal practices and cost manuals and the City's iasWorld CAMA system. Proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs. When many adjustments are necessary to base costs, the property is a special purpose building, or certain characteristics make it impossible or inappropriate to value via the City's iasWorld CAMA System, the unit in place method as presented in the Marshall & Swift Valuation Service Manual may be used. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, will be recorded for each parcel in the City's iasWorld CAMA system.

c. Land Valuation. Basic unit values shall be determined for commercial lands from an analysis of sales, rents, leases, and other available market data. Base unit values shall be applied to each parcel with adjustments to account for the particular characteristics of each parcel.

d. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the approach(es) used.

VIII. Final Analysis and Review. Prior to the Open Book conferences, AAC will perform a final analysis on commercial properties and make the proper correlation of values between the cost, market and income approaches to value. This review will cover each parcel so as to eliminate errors in computations that may have occurred, to ensure uniformity amongst property types, to verify building classification and depreciation estimates regarding physical, functional, and economic obsolescence, and to be sure that all lands and improvements are properly accounted for. For commercial properties where a determination of value has been made via the income approach, the value shall also be reviewed to account and adjust for factors which may have a direct bearing on the market value and/or equitable relationship to other properties. As part of this review, AAC shall consider the indicated gross income, expenses, vacancy rate, net income and capitalization rate of each property. Physical, economic and functional obsolescence affecting the income approach to value shall be considered when arriving at the final income approach value.

Prior to sending notices of changed assessment value and Open Book conferences, AAC shall provide the City Assessment staff two (2) weeks time to review assessed values on commercial class property.

IX. Open Book Conference. Upon completion of the City's review of assessments and prior to the completion of the assessment rolls, AAC shall hold Open Book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. If property owner requests an in-person conference, City staff will ensure meeting space is available at City Hall for said conference. AAC shall be responsible for conducting all Open Book appointments for commercial class properties and the City shall be responsible for residential class properties.

City will prepare and send a notice of changed assessment value by first class mail to each property owner at the last known mailing address. The notice form used shall be that approved by the Department of Revenue as provided in Section 70.365. The Notice shall clearly indicate the time and place the Open Book conference and information as to scheduling an appointment with AAC for review of a commercial assessment. Mailing shall be no less than five (5)

business days prior to the first day of conferences for the convenience of the property owners.

AAC shall make available a sufficient number of qualified personnel to conduct Open Book conferences on dates and times agreed upon by the City and AAC. Open Book conferences will be held in an orderly manner with the least confusion to the property owner.

Conferences may be held on an appointment basis. The City and AAC shall mutually agree upon the date and hours of conferences to ensure that all property owners have an opportunity to review their assessment.

AAC shall make any adjustments to the assessments based upon information received during the open book conference and shall notify the City Assessor and City designated Representative of finalization of assessments by no later than the date identified in Exhibit B to allow the City Assessor to complete, balance and sign the roll timely for Board of Review.

X. Board of Review. A certified member(s) of AAC's field staff will attend meetings of the Board of Review to explain and defend the assessed value of commercial appeals and be prepared to testify under oath in regard to such values.

In the event of appeal to the Department of Revenue or the courts, AAC shall make available a qualified representative(s) upon request from the City, for up to eight (8) employee hours appeal, to furnish testimony in defense of the values established by the revaluation in all cases which might be filed within one (1) year of the completion date specified for the revaluation in Exhibit B. Testimony of more than eight (8) employee hours per appeal will require an addendum to this Agreement.

XI. Contract Deliverables. Within fourteen (14) days of the final adjournment of the Board of Review, AAC shall turn over to the City all records prepared for the revaluation including, but not limited to, (a) property record cards, computer generated output, maps, and any other schedules or forms, (b) all records and materials obtained from City and not previously returned to include maps, plans, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work including, but not limited to, aerial photos, land value maps, depth factor tables, copies of leases, correspondence with property owners, sales data, rental schedules,

capitalization rate data, gross income multiplier data, and operating statements of income properties.

XII. Filing of Reports with Wisconsin Department of Revenue. The City Assessor shall be responsible for completing and filing of all required reports with the Wisconsin Department of Revenue by required deadlines. AAC shall be responsible to provide all information necessary in relation to commercial assessments to the City Assessor and City designated Representative with sufficient time for the Assessor to adequately review the information and prepare and submit the necessary reports.

XIII. Misc. Provisions.

a. The contract price shall include all costs and expenses related to this Agreement. AAC or its employees shall provide their own transportation necessary to perform AAC's responsibilities under this Agreement as well as any food or drink during periods performing work for the City of Oshkosh.

b. AAC shall be available to attend, upon request of the City, meetings regarding progress and general performance under this Agreement with the Community Development Director, City Manager, City Attorney or other relevant staff and/or City Council meetings upon reasonable prior notice. These meetings shall not exceed more than eight (8) hours or additional compensation may be agreed upon to meet.

Exhibit B – Timeline/Milestones

The milestones identified below are all considered material and critical to ensure the City's compliance with statutory property assessment revaluation requirements. The City shall be notified in writing when each milestone has been achieved. If AAC believes that it may not meet any milestone, it shall notify the City verbally and in writing as early as possible to initiate the process of resolving issues that are present.

AAC will begin work upon on the commercial revaluation on or before January 1, 2025.

AAC shall complete the commercial revaluation by September 15, 2025 with the exception of the Open Book and Board of Review.

AAC shall meet the following milestone dates for activities for the commercial revaluation year 2025:

Completed by June 30, 2025: Bi-Weekly Check-ins

- On-site inspections conducted of all commercial properties complete.

Completed by July 31, 2025: Weekly Check-ins

- Initial land and cost analysis complete.
- Income and Expense forms mailed.
- Income approach analysis complete, income approach tables loaded.

Completed by August 31, 2025: Weekly Check-ins

- Individual commercial values reviewed and preliminary values complete.
- Final quality checks complete and notice ready.

Completed by September 15, 2025: Weekly Check-ins

- Notices of Assessment mailed. (after equalized values are released from DOR)

Completed by October 31, 2025: Check-ins at least twice a week

- Open Book complete.
- Notice to Assessor of finalization of values from Open Book.
- Board of Review complete

Exhibit C – City Responsibilities

I. The City shall remain generally responsible for the administration of the overall assessment process.

II. Information from City Records. The City shall furnish, at AAC's request and without cost, such information as is needed by AAC to aid in the progress of the project, providing it is reasonably obtainable from City records including, but not limited to, previous assessment rolls, utility layouts, building permits, tax records, building plans, records of special assessments, plats, zoning and any other maps. AAC may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by City.

Hardware/Software Requirements. The City shall provide, maintain, and assure that AAC shall have reasonable access to the data processing facilities, including multiple remote computer access points, on which AAC will encode the data for the revaluation. The City shall provide, at no cost to AAC, suitable office space and all necessary accoutrements to allow AAC to perform the functions of the commercial revaluation, including but not limited to desks, chairs, and a shared copier/ printer.

The City will provide AAC staff with training on City's software of choice as is deemed necessary by the City at City's cost.

III. The City Assessor shall be responsible to determine which property is exempt from taxation.

IV. Review and Authorization. To prevent any unreasonable delay in AAC's work, the City will examine all reports and other documents and will make any authorizations necessary to proceed with work within a reasonable time period.

V. Printing and Distribution of Forms and Notices. The City shall be responsible for the printing and distribution of statutorily required forms and notices pertaining to commercial assessments.

VI. The City shall aid AAC in a responsible promotion of public information concerning the work under this Agreement.

VII. Filing of Reports with Wisconsin Department of Revenue. The City Assessor shall be responsible for completing and filing of all required reports with the Wisconsin Department of Revenue by required deadlines.

VIII. Misc. Provisions.

a. The City shall respond to normal and customary internal and external requests for information and correspondence.

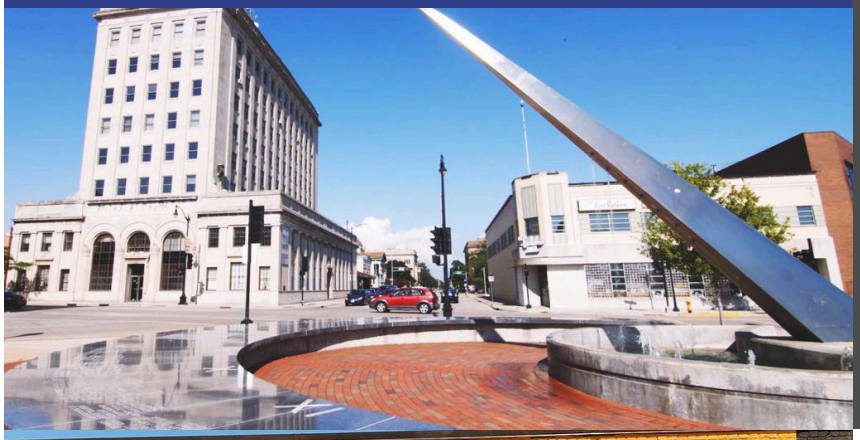
b. The City shall provide administrative support and assistance as may be reasonably necessary to accomplish assessment related activities.

c. The City shall assist AAC with the defense of assessments.

Exhibit D – City of Oshkosh Insurance Requirements for Professional Services

AAC

ASSOCIATED APPRAISAL CONSULTANTS, INC.





ASSESSMENT SERVICES PROPOSAL

2025–2027

Qualifications and supporting documentation

PREPARED FOR
CITY OF OSHKOSH
September 27, 2024

City of Oshkosh

CITY OF OSHKOSH

W62237 Neubert Road
Appleton, WI 54942
p (920) 749-1995
f (920)-731-4158
apraz.com

September 27, 2024

Kelly Nieforth
Community Development Director
City of Oshkosh

Dear Ms. Nieforth:

I am pleased to provide the City of Oshkosh with a proposal for assessment services including a revaluation of commercial class parcels for 2025 and annual maintenance for the 2025, 2026, and 2027 assessment years.

Associated Appraisal Consultants, Inc. has been in the mass appraisal business since 1959. Our primary focus is municipal assessment through annual maintenance and revaluation programs. We currently serve as statutory assessor for more than 250 Wisconsin municipalities with a diverse variety of property types, ranging from the mansions of Lake Geneva to the unique properties of Wisconsin Dells, as well as Lake Superior communities and everything in between.

We offer unparalleled service and expertise. While our assessors are in the field, our administrative staff is in the office, Monday through Friday, to assist our clients, property owners, and businesses. Our staff is highly trained, and we pride ourselves on being prompt and professional when taking phone calls or responding to emails from property owners.

We also provide an optional service to our clients to have their municipal assessment records posted on our website. The website offers easy-to-use search criteria and shows land and improvement data, including digital photos of all properties within the municipality. Please visit our website at www.apraz.com and click on "Property Search."

Our professional image also sets us apart from other assessment firms. When fieldwork begins, your residents can readily identify the Associated Appraisal Consultants team by our fleet of trucks clearly displaying our company name and logo. In addition, field appraisers wear company clothing and carry photo ID tags and letters of introduction from the City while conducting onsite inspections.

Associated Appraisal Consultants, Inc. uses cutting-edge computer-aided mass appraisal software to capture and create modern computerized assessment records. Our records include digital photographs, computerized sketches of buildings, a map indicating location of property, sales data, permitting information and all owner correspondence. We continually invest to utilize the latest technology to serve our customers.

This is our business. We are proud of the reputation we have in the industry, from both our clients and state equalization officials. We put our best foot forward with every opportunity.

We welcome with great enthusiasm the prospect of working with you!

Respectfully,

Mark Brown
President



Our experienced and knowledgeable team is here to serve you and your property owners.

OUR MISSION

To provide our municipal clients the highest standard of assessing services. We do so by following sound assessing methodology, developing municipal equity without bias and providing a professional, courteous staff.





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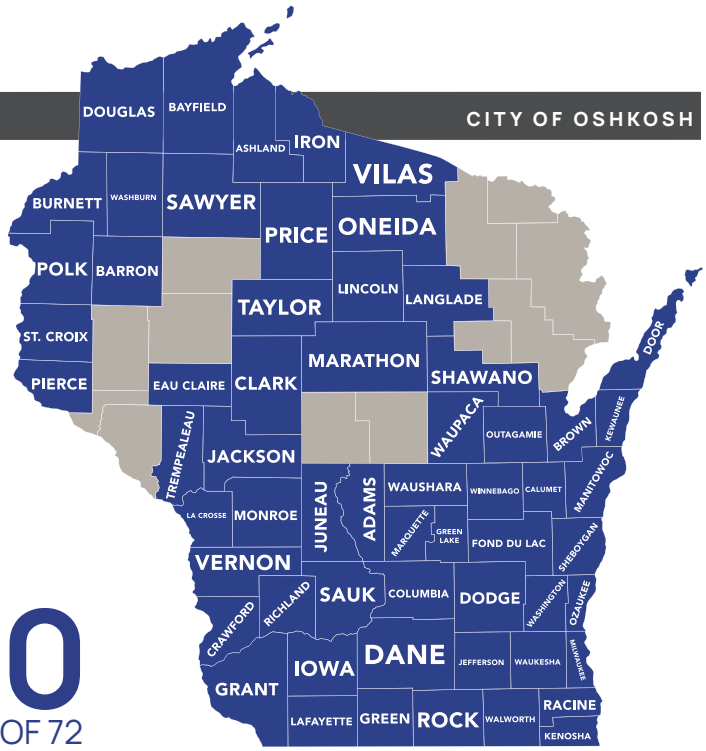
ADDENDUM

Accuracy in Assessment Work Comparison A

Sample Certificate of Insurance B

BY THE NUMBERS

Associated Appraisal serves over **250 municipalities** throughout the state of Wisconsin containing a total inventory of approximately **700,000+** real estate parcels and **30,000+** personal property accounts for a total assessed value of over **$87 billion** making us the **largest mass appraiser** in Wisconsin.



Who we serve

45 CITIES

131 TOWNS

75 VILLAGES

60 OUT OF 72 COUNTIES

62 MOBILE HOME COMMUNITIES in **26** municipalities with over **4,000 sites** subject to monthly permit fee

302 ACTIVE TIDs (Tax Incremental Districts)







Why AAC?

Associated Appraisal has been in the mass appraisal business since 1959. Our primary focus is municipal assessment through maintenance and revaluation programs. Our client base is divided between providing services directly to municipalities by acting as their statutory assessor or supporting the local municipal assessor.

Associated Appraisal maintains a professional image in the field, at the Open Book, and Board of Review hearings. For identification in the field, our staff members carry letters of introduction for the municipality, wear company ID tags and apparel, and drive red company vehicles clearly identified as part of the Associated Appraisal fleet.

When you call our office, Monday through Friday, you will be greeted by a friendly voice ready to direct your inquiry to an appropriate team member who will be happy to assist you. Our website offers links to important information and access to property assessment records twenty-four (24) hours per day.

Each municipal client has a primary point of contact, the project technician, providing a consistent relationship with the Associated Appraisal team. Our corporate office is in Appleton with satellite offices in Lake Geneva (Southern) and Hurley (Northern).

WE DO ASSESSMENTS RIGHT

Assessment documentation is what sets Associated Appraisal above the rest. For property owners demanding answers to assessment methodology, we document all aspects of a maintenance or revaluation project.

Our property records include:

- land data
- improvement attributes
- sketch and pictures
- current and historical sales data
- applicable appraisal reports
- property maps
- and any additional documentation needed to defend values

Each year, maintenance and/or revaluation guidebooks are prepared for use during Open Book or Board of Review to aid in understanding the appraisal methodology used and provide the public with data used in our analysis.

Included in these reports:

- current assessment levels
- property sale attributes with recent pictures
- all database data for valuation tables
- a detailed sales analysis
- applicable appraisal reports
- property maps
- any additional reports needed to support values



We're dedicated to your success.

ASSOCIATED APPRAISAL CONSULTANTS, INC.
W62237 Neubert Road
Appleton, WI 54942

Phone: (920) 749-1995
Fax: (920) 731-4158
Website: apraz.com

Mark Brown
President
W62237 Neubert Road
Appleton, WI 54942
Email: mabrown@apraz.com
Direct: (920) 224-8802

Associated Appraisal adheres to the Wisconsin Property Assessment Manual and the annual timelines as developed by the Wisconsin Department of Revenue.

ACCURACY MATTERS

Simply put, Associated Appraisal's property record database management, valuation practices, and assessment documentation sets us above the rest.

A few examples of areas Associated Appraisal outperforms the competition

QUALITY OF WORK

AAC is superior time and time again in assessment equity and uniformity. This can be seen in our assessment-to-sale ratio studies after conducting a revaluation. While our competitors factor values to gain statutory compliance, AAC takes pride in precise CAMA modeling, data collection, and great attention to detail throughout all aspects of the assessment process. This results in a much higher quality of work which will save municipalities money and future headaches/complaints in the long run. Inferior work conducted by our competitors results in homeowner frustration and unfair assessments.

CUSTOMER SERVICE

AAC excels in customer service. While other companies seem to avoid the hard questions from homeowners, AAC responds quickly and respectfully as we have nothing to hide and believe in transparency. We have the most Level II and III assessors in the state. We work together as a team to provide the highest level of customer service.

APPRAISAL TRAINING

AAC has highly trained and competent appraisal staff, which is the foundation for collecting quality data. AAC invests in its appraisal staff with individualized training and utilizes the latest technologies. This results in appraisers who professionally interact with homeowners and gather the most accurate data.

LONG-TERM RELATIONSHIPS

AAC doesn't chase municipalities because they have good assessment data. Many times, when AAC contracts with a new municipality, the data we receive is out of compliance. It is important to be mindful of competitors who "chase after" AAC municipalities because of the high-quality work we perform. We believe in mutually beneficial long-term relationships with municipalities and not short-term profits.

INTEGRITY

Ethical behavior is at the core of AAC's culture... We unwaveringly hold employees accountable to the highest standards. Public trust in our performance is the foundation of our credibility.

ASSESSMENT CYCLE

The following summary of events is not all inclusive but identifies significant primary activities, deadlines and timeframes during a typical annual maintenance year.

JANUARY/FEBRUARY

All property records are updated to reflect important changes that have occurred since the prior assessment year, such as new construction, building permits, zoning or land use changes, ownership and mailing updates among other things.

All real estate sales from the previous year are reviewed and validated by the assessor. All required property record data is electronically sent to the Wisconsin Department of Revenue (DOR).

A new assessment roll is prepared, including parcel changes from annexations, splits, and merges, as well as ownership changes from sales.

Field inspections are conducted as needed for all parcels impacted by the events listed above along with all previous partial assessments from the prior assessment year.

Open book and Board of Review dates along with general assessment timelines and public relation plans are set with the municipal Clerk.

MARCH

Assessor receives and requests for property tax exemption (form PR-230). These exemption requests are carefully reviewed. Assessor makes a determination either to grant or deny the exemption and responds in writing to the requester.

Assessment-to-sale ratio analysis is conducted to determine an estimated level of assessment (assessment ratio), along with monitoring equity and uniformity of assessments as compared to sales.

Notices of changed assessment are mailed along with informational inserts to help explain the process and direct property owners to helpful information sources such as our website and the DOR publications.

APRIL

Open book meeting(s) is either held in-person or over the phone. Property owners may contact AAC at any time to ask questions or to find out how their assessment was determined.

MAY/JUNE

Assessor attends the Board of Review (BOR) meeting(s) to deliver the final assessment roll and to defend assessed values in the event of any appeals. AAC provides reports to the BOR showing such things as net new construction values, estimated level of assessment, and the municipality's compliance status with state requirements.

Final assessment values are balanced with the County along with timely filing of all required reports with the DOR, such as the Municipal Assessment Report (MAR).





OUR EDUCATION OUTREACH PROGRAM

We understand the importance of having a strong, proactive communication and education program to help you engage with your community's property owners. As we have learned from over 60 years of doing this work, being open and transparent with property owners as you begin assessments is critical.

We will partner with you to supply you with content, data, key communication pieces, and a public relations plan that will rectify misconceptions, eliminate inaccuracies, and garner the support of your community as we provide you with the very best, technically sound assessment services — free from errors and defensible from an equity standpoint.

We stake our reputation on it and it's why we've been Wisconsin's preferred assessor for decades. We're in this together!

SOCIAL MEDIA
We provide helpful educational content to share on social media platforms.

TOOLKIT FOR MUNICIPALITIES
We provide an online toolkit for municipalities rich with resources to enhance the communication process.

NOTICES
We mail out notices to inform property owners of upcoming assessment work.

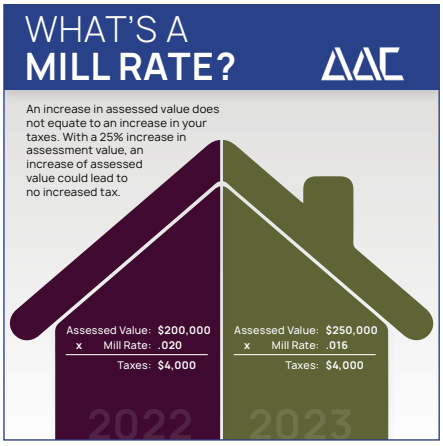
ONLINE RESOURCES
Our website is rich with educational content. We have also created YouTube Videos and Infographics to help make the assessment process more understandable/ interesting.

TECHNOLOGY
From digital data collection to our cloud-based solutions, we are modernizing the assessment process end to end.



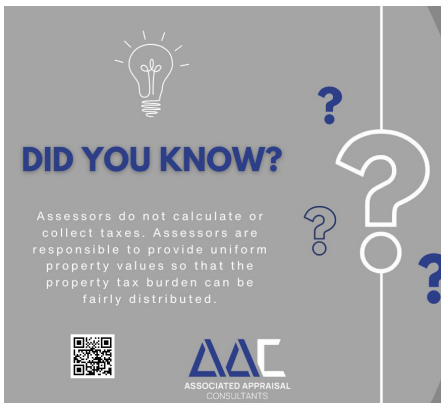
EXAMPLES OF SOCIAL MEDIA POSTS





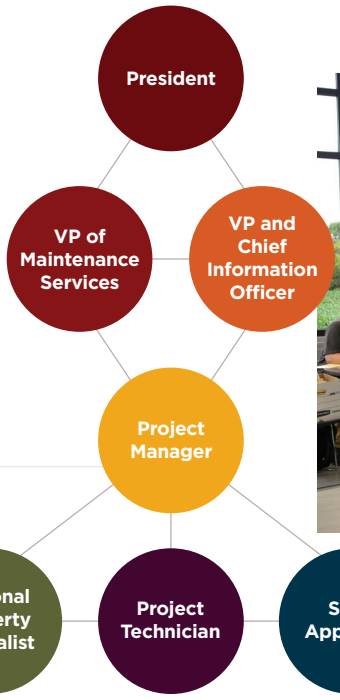








WE CREATE MAXIMUM TEAM SUPPORT



- Primary Contact
- Lead Assessor
- Responsible for Assessments
- Open Book & Board of Review representative
- Public Relations/spokesperson



- Assists the Project Manager
- Responds to Property Owner inquiries
- Knowledgeable, professional support

Appraising Property, Not People

Our firm considers property, not people, when establishing assessed values. We leave out the affordability factor when setting our values. We review property without the influence of friends, neighbors and enemies. Our only intent is to establish true market values.

Immunity to Pressures

We as the "outside assessor" are independent of local creditors and business influence. We do not run for public office, therefore we are not seeking constituents' votes. We have the freedom to establish values as the market dictates, without a concern for public pressures.

Customer Inquiries

When taxpayers need questions answered, we have a large staff of highly trained technicians ready with the answer. Municipal officials are spared the task of researching and answering the endless stream of technical questions from property owners .

Experience & Training

Our appraisers not only have their own education and experience as a foundation, but also draw upon the collective knowledge of the entire team. Our firm has been in the municipal mass appraisal business for over 60 years. All members of our customer service staff are certified by the Wisconsin Department of Revenue as Assessment Technicians, and all project managers are certified Level II Assessors.

Accepted Standard & Proven Methodology

We utilize industry standard methodology to determine values. We are highly skilled at incorporating the cost approach, market approach and income approach in our valuation models. We abide by the standards set in the Wisconsin Department of Revenue Assessors' Manual Volume 11, and The Marshall and Swift Cost Guides. The market approach is our primary method of valuation when adequate sales data is available.

Customer/ Public Access

Our courteous and professional staff is experienced at handling all types of inquires from municipalities, taxpayers, realtors and financial institutions. Our records are public, and are easily available through the Internet, e-mail, fax or phone. Our website offers municipalities and property owners access to their information at any time day or night. Our office hours are Monday through Friday, 8:00a.m. - 4:00 p.m.

OUR FIRM'S LEADER



Mark Brown

President

About Mark

Assessor with vast experience performing reviews, inspections and appraisals of property using independent discretion and judgment within the guidelines set forth by statutory requirements, and department policies and procedures. Experienced municipal Assessor, having successfully performed over 200 full-scale municipal revaluations, and successfully served as chief assessor for towns, villages, and cities throughout the state of Wisconsin.

Summary of Qualifications

- 20 years experience in appraisal and assessment.
- Considerable ability to communicate complex information tactfully and effectively, both orally and in writing, with state regulatory agencies, county regulatory agencies, elected officials, municipal staff, and the general public.
- In-depth knowledge of accepted principals, methods and techniques of property appraisal including computerized assessment systems.
- Extensive knowledge of all laws and regulations pertinent to local tax assessments.
- Strong knowledge of real estate property values and land economics.
- Ability to accurately perform mathematical calculations, analyze data, and prepare reports.
- Experience working with a variety of mass appraisal computer systems, including Market Drive, GSA, Microsolve, GVS, MCost, Vision, Universe, and others.
- Strong project management skills including the ability prioritize projects and to organize, plan and direct the work of staff.
- Ability to read and interpret a wide variety of legal documents.
- Successful experience in defending valuations at Open Book, Board of Review, Department of Revenue appeals and Circuit Court.

Certifications • WI60828CA

- Assessor III Certification
- Assessor II Certification

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin
2004 – Present

Career Growth @ AAC

Staff Appraiser › Director of Project Management › President

Education

St. Norbert College, De Pere, Wisconsin
Bachelor of Business Administration, 2004

Contact

W62237 Neubert Road, Appleton, WI 54942
Email: mabrown@apraz.com
Direct: (920) 224-8802

YOUR KEY CONTACT



Dean Peters

Vice President of Maintenance Services

About Dean

A skilled and experienced municipal Assessor, having successfully performed over 200 full-scale municipal revaluations, and successfully served as chief assessor for towns, villages, and cities throughout the state of Wisconsin.

Summary of Qualifications

- 25 years experience in appraisal and assessment.
- In-depth knowledge of professionally accepted appraisal practices for residential, commercial, multi-family and agricultural property.
- Full working knowledge of laws and regulations pertaining to local property tax assessment.
- Strong knowledge of real estate property values and land economics.
- Extensive experience with analysis of trends in market value based on real estate sales.
- Familiarity with variations in building construction costs throughout Wisconsin.
- Extensive experience with appraisal of high-value lakefront property.
- Successful experience in defending valuations at Open Book, Board of Review, Department of Revenue appeals and circuit court.
- Experience working with a variety of mass appraisal computer systems, including Market Drive, GSA, Microsolve, GVS, MCost, and others.
- Ability to effectively communicate complex information with state and local government, elected officials, municipal staff, the media, and general public.
- Involved in managing, training, and educating of assessment staff.

Certifications • WI77308CA

- Assessor III Certification
- Assessor II Certification
- Assessor I Certification
- Property Appraiser

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin
1999 – Present

Career Growth @ AAC

Staff Appraiser › Project Manager › Director of Project Management › VP of Maintenance Services

Education

University of Wisconsin, Madison
Bachelor of Arts, 1999

Contact

W62237 Neubert Road, Appleton, WI 54942
Email: dpeters@apraz.com
Direct: (920) 224-8803

2023 AAC MUNICIPALITIES
OVER $1 BILLION IN EQUALIZED VALUE

*Municipality	Population	2023 Equalized Value	Total Parcel Count	Type of Assessment Services
City of Middleton	21,050	$5,136,907,300	7,460	Maintenance (2022 Revaluation)
City of Verona	12,737	$3,988,131,200	5,405	Maintenance (2022 Revaluation)
Village of Germantown	20,686	$3,929,189,400	8,672	Maintenance (2019 Revaluation)
City of Neenah	26,333	$3,107,857,600	10,387	Maintenance (2023 Revaluation)
Village of Waunakee	14,399	$3,066,940,300	5,247	Maintenance (2023 Revaluation)
City of Manitowoc	34,570	$3,022,332,000	13,738	Maintenance (2025 Revaluation)
Town of Linn	2,459	$3,010,462,200	3,183	Maintenance (2019 Revaluation)
Village of Richfield	11,948	$2,557,956,000	5,872	Maintenance (2021 Revaluation)
City of Lake Geneva	8,504	$2,260,598,500	5,051	Maintenance (2023 Revaluation)
Village of Sussex	11,373	$2,259,570,900	4,200	Full Value Maintenance
Village of Lake Delton	2,900	$2,152,548,100	4,175	Maintenance (2024 Revaluation)
Village of Deforest	10,624	$2,085,360,300	4,212	Full Value Maintenance
City of Hartford	15,870	$2,015,267,500	6,011	Maintenance (2022 Revaluation)
Village of Grafton	11,989	$2,013,893,300	4,167	Maintenance (2020 Revaluation)
City of Menasha	17,468	$1,734,048,800	5,259	Full Value Maintenance
Town of Liberty Grove	1,786	$1,601,533,700	4,627	Full Value Maintenance
City of Port Washington	11,954	$1,594,172,800	4,621	Maintenance (2021 Revaluation)
Village of Fox Point	6,826	$1,592,808,900	2,664	Maintenance (2023 Revaluation)
Village of Little Chute	11,947	$1,462,895,500	3,907	Maintenance (2021 Revaluation)
City of Sturgeon Bay	9,542	$1,456,712,100	4,619	Maintenance (2020 Revaluation)
Town of Westport	4,038	$1,441,668,300	2,906	Maintenance (2019 Revaluation)
Village of Mukwonago	8,126	$1,436,940,800	3,138	Maintenance (2024 Revaluation)
Town of Mukwonago	7,979	$1,408,313,700	3,381	Maintenance (2024 Revaluation)
Village of Williams Bay	2,614	$1,396,515,100	2,507	Maintenance (2022 Revaluation)
Village of Pewaukee	7,883	$1,361,836,700	2,945	Maintenance (2023 Revaluation)
Village of Twin Lakes	6,388	$1,354,185,700	4,098	Maintenance (2024 Revaluation)
City of Fort Atkinson	12,395	$1,352,486,400	4,600	Maintenance (2023 Revaluation)

*Complete client list available upon request.

REFERENCES

City of Hartford
Steve Volkert
City Administrator
109 N Main Street
Hartford, WI 53027
262-673-8204
svolkert@ci.hartford.wi.us

City of Verona
Brian Lamers
Finance Director / City Treasurer
111 Lincoln Street
Verona, WI 53593
608-848-9949
brian.lamers@ci.verona.wi.us

City of Middleton
Bill Burns
Finance Director
7426 Hubbard Ave.
Middleton, WI 53562
608-821-8356
bburns@cityofmiddleton.us

City of Neenah
Chris Haese
Director of Community Development
211 Walnut St.
Neenah, WI 54956
920-886-6125
chaese@ci.neenah.wi.us

COMMERCIAL ASSESSMENT SERVICES COST

For over 60 years, AAC has been a trusted partner in providing Wisconsin municipalities with general assessment and revaluations services. We have extensive experience with commercial valuations near the City of Oshkosh and throughout the state. Our annual commercial maintenance assessment services will meet or exceed all City expectations. Annual scope of work expectations will be discussed and outlined prior to final contract commitments.

The figures below are for the assessment years 2025, 2026 and 2027 beginning not later than January 1, 2025.

Assessment Services

	2025	2026	2027	TOTAL
Total Annual Compensation Rate	$65,000	$67,500	$70,000	**$202,500**
Annual Maintenance Services	Included	Included	Included	Included
Revaluation Services (See page 13)	*Not Included*	*Not Included*	*Not Included*	*Not Included*
CAMA Software (City Provided)	*Not Included*	*Not Included*	*Not Included*	*Not Included*
Office Hours at City Hall	Optional	Optional	Optional	Optional
Property Listing Services	*Not Included*	*Not Included*	*Not Included*	*Not Included*
Web Hosting of Assessment Data	Optional	Optional	Optional	Optional
Educational Outreach Program	Included	Included	Included	Included
Postage & Mailing Services	*Not Included*	*Not Included*	*Not Included*	*Not Included*
Open Book & Board of Review	Included	Included	Included	Included
***TOTAL**	**$65,000**	**$67,500**	**$70,000**	**$202,500**

*The above fee(s) for each year of this proposed contract (2025, 2026, and 2027) are in not-to exceed sums including all labor, materials, transportation costs, meals, lodging, Open Book and Board of Review expenses. There would be separate charges for those services identified as not included and or optional as applicable each assessment year.

ASSESSMENT SOFTWARE



AAC is flexible regarding the computer-aided mass appraisal (CAMA) software to be used in the City of Oshkosh and looks forward to discussing potential options and the best choice for the city's needs both short and long term.

OPTIONAL REVALUATION SERVICES

Our revaluation assessment services will meet or exceed all requirements described in the Wisconsin Property Assessment Manual. Optional add-on assessment services for a revaluation would be in addition to the price of annual maintenance (see page 12).

The figures below are for conducting a revaluation of only commercial classified parcels during the 2025 or 2026 assessment year.

	Cost of Services
Full Inspection Revaluation	$285,000
Exterior Only Revaluation	$245,000
Interim Market Update Revaluation	$160,000

Annual Maintenance Assessment Services	*Not Included (see page 12)*
Assessment CAMA Software	*Not Included*
Web Hosting of Assessment Data	Optional
Educational Outreach Program	Included
Postage & Mailing Services	*Not Included*
Open Book & Board of Review	Included

Full & Exterior Onsite Revaluations

AAC would physically inspect 100% of the taxable improved commercial properties in one year and update assessment records. All taxable parcels would be updated to reflect recent market value sales utilizing mass appraisal methods. A full inspection revaluation would include both interior walkthroughs and exterior inspections to update pictures and sketches. The exterior only revaluation option would only include onsite exterior inspections.

Interim Market Update Revaluation

All taxable commercial class parcels would be updated to reflect recent market value sales utilizing mass appraisal methods. Only those parcels with "Maintenance" related reasons to visit would be inspected onsite. This option works best when the property record card information is deemed reliable and a full inspection or exterior only revaluation has been completed within the last five years and the overall assessment level shows an unacceptable degree of variance in some neighborhoods, property types or classes. Without knowing the full extent of your existing property assessment records there would be additional charges should onsite inspections be needed to correct or collect missing property information.

ADDITIONAL SERVICES

	Cost of Services
Statutory Assessor	$60,000
City Hall Office Hours	$24,000/year
Monthly Parking Permit Fee	$25/permit Annually
Interim Assessor (November/December)	$10,000

Statutory Assessor

AAC would provide a state certified assessor who would generally be responsible for the oversight, review and validation of assessment functions performed by the City including the filing of all required state reports. AAC will act in an advisory capacity to City Assessment staff, including providing guidance and training to personnel with respect to assessment information, practices, and procedures customarily utilized by AAC. AAC would primarily be responsible for all listing, valuation and processing of appeals for all property classified as commercial under Wisconsin Statues 70.32(2) and would be available to assist City staff for all other classified parcels. Additional field inspections or valuation work conducted by AAC for non-commercial classified parcels would require a separate agreement.

City Hall Office Hours

AAC would provide an additional (24) days of in-person "Office Hours" onsite at the Oshkosh City Hall. The City would be expected to provide appropriate office space and or meeting space for the Assessor to meet with property owners during these hours. AAC anticipates normal office hours would be two days per month but can establish a different schedule with the City as needed. These are additional days beyond open book and board of review required meetings.

Monthly Parking Permit Fee

AAC would continue to use City supplied Market Drive CAMA system or mutually agreed upon CAMA system to maintain and implement the parking permit fee process. Manufactured and Mobile home statement of monthly municipal permit fee calculations would be completed for each permit. Assessor would maintain existing property record data for each account as contained on the PA-117 form, Manufactured & Mobile Home Valuation Worksheet or similarly approved form as prescribed in the Wisconsin Property Assessment Manual. There would be additional costs if existing property records were deficient and AAC needed to verify and collect missing data by conducting additional onsite inspections of each site subject to monthly municipal permit fee. Normal onsite inspections for new buildings moved in during the annual assessment cycle would be no additional charge.

ADDENDUM

A I Accuracy in Assessment Work Comparison A1

B I Certificate of Insurance B1

Demonstration of Accuracy in Assessment Work

A major objective of assessment/sales ratio studies is to determine the degree of assessment uniformity. This measure of assessment performance is gauged by looking at the level of assessment and the degree to which individual assessments differ from that level. The below ratio studies only include transactions of valid or arm's-length sales in accordance with the Wisconsin Property Assessment Manual. Sales data and statistics correspond to the calendar year of the sale as recorded via the Real Estate Transfer Return provided to the Assessors office. A series of ratios by itself does not tell much about assessment performance. A basic understanding of statistics is needed to successfully interpret the following ratios as **published by the Wisconsin Department of Revenue** each year.

Associated Appraisal Consultants, Inc.						
	Village of DeForest	Village of Sussex	City of Hartford	City of Verona	City of Middleton	WPAM & IAAO Standards
2022 Equalized Value	$1,828,925,000	$1,921,321,200	$1,844,911,200	$3,629,798,500	$4,775,023,600	
Scope of Work	Full Value	Full Value	Exterior Revaluation	IMU Revaluation	IMU Revaluation	
# of Residential Sales	156	141	225	176	264	
Aggregate Ratio	90.21	81.45	95.18	87.58	87.77	100.00
Mean Ratio	89.64	82.95	96.01	88.08	88.69	100.00
Median Ratio	88.48	82.96	95.91	87.95	88.72	100.00
Coefficient of dispersion	8.56	10.32	6.15	6.69	8.94	5 - 10
Coefficient of concentration	83.3	80.9	92.4	92.1	79.9	80 - 100
Price Related Differential	0.99	1.02	1.01	1.01	1.01	0.98 - 1.03
2022 Level of Assessment	96.45	93.23	101.63	94.97	95.21	90 - 110

Accurate Appraisal						
	City of Oconomowoc	City of De Pere	City of Watertown	Village of Fox Crossing	City of Onalaska	WPAM & IAAO Standards
2022 Equalized Value	$3,160,762,900	$2,887,309,500	$1,958,383,300	$2,284,883,200	$2,616,780,700	
Scope of Work	Full Value	Full Value	Exterior Revaluation	Full Value	Full Value	
# of Residential Sales	303	357	331	259	234	
Aggregate Ratio	84.64	86.09	87.97	88.77	87.46	100.00
Mean Ratio	89.10	93.40	92.32	91.20	94.43	100.00
Median Ratio	89.32	87.46	87.93	88.80	89.62	100.00
Coefficient of dispersion	16.20	21.33	20.15	17.50	16.99	5 - 10
Coefficient of concentration	68.7	66.7	58.9	64.9	64.1	80 - 100
Price Related Differential	1.05	1.08	1.05	1.03	1.08	0.98 - 1.03
2022 Level of Assessment	99.01	95.82	100.68	100.21	97.87	90 - 110

Aggregate ratio—As applied to real estate, the ratio of the total assessed value to the total selling price. Advantage is that it takes dollar values into account. Disadvantage is that it is sensitive to extreme ratios.

Mean ratio—A measure of central tendency equal to the sum of the values divided by the number. Also referred to as arithmetic average or arithmetic mean. Advantage is that it is easily calculated and understood. Disadvantage is that it is sensitive to extreme ratios.

Median ratio—A measure of central tendency equal to that point in a distribution above which 50% of the values fall and below which 50% of the values fall. The 50th percentile is the 2nd quartile. The median is the ratio in the middle. Advantage is that it is not sensitive to extreme ratios.

Coefficient of dispersion—As applied to an assessment-to-sale ratio distribution, is the average distance in percentage terms that individual ratios lie from the median ratio. A reasonable dispersion is 10% - 15%; good is under 10%. **Big is bad**.

Coefficient of Concentration—A single statistic expressed in percentage terms which tells how many ratios are within +/- 15% of the median ratio.

Price-related differential—As applied to real estate, an analytical measure of the vertical uniformity of values in a given distribution calculated by dividing the mean ratio by the aggregate ratio; a ratio of more than one being generally indicative of the relative undervaluation of high priced properties as compared to the less valuable properties, whereas a ratio of less than 1 would indicate the converse relationship. Price-related differentials above 1.03 tend to indicate assessment regressivity; price-related differentials below .98 tend to indicate assessment progressivity.

CERTIFICATE OF INSURANCE

ASSOC02 OP ID: JS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ADEMINO & ASSOCIATES 1001 TRUMAN P O BOX 99 KIMBERLY, WI 54136-0099 DAVID VAN BOOGARD 920-734-3110	CONTACT NAME: DAVID VAN BOOGARD PHONE (A/C, No, Ext): 920-734-3110 FAX (A/C, No): 920-734-6027 E-MAIL ADDRESS: dvanboogard@ademino.com
INSURED ASSOCIATED APPRAISAL CONSULTANTS INC & GP ACQUISITION INC PO BOX 291 GREENVILLE, WI 54942	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : WEST BEND MUTUAL INS — 15350 INSURER B : ACCELERANT SPECIALTY INSURANCE — 16890 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			A323069	08/16/2022	08/16/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			A323069	08/16/2022	08/16/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ WAIVED			A323069	08/16/2022	08/16/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		A339201	08/16/2022	08/16/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
B	ERRORS & OMISSIONS			S0004PL00101401	08/16/2022	08/16/2023	$10000DED	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SAMPL-1

SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-679 Approve Professional Service Agreement with Associated Appraisal Consultants, Inc. for Three Year Annual Maintenance for Commercial Assessment Services ($202,500.00)

BACKGROUND

In 2012, the city completed a reorganization of the Assessor's Division and determined that contracting for commercial assessment services would be more cost-effective for the city. In 2013, Tyler Technologies was hired to provide commercial assessment services on an annual basis. Since 2013, the contract for Tyler Technologies was reviewed every three years and was awarded on an annual basis with the most recent in late 2023. In the fall of 2024, city staff reached out to multiple consultants who are qualified to provide commercial assessment services for municipalities the size of Oshkosh and requested proposals for their services.

ANALYSIS

The scope of services includes annual maintenance of all commercial property assessments. In addition to the annual commercial assessment services needed, city staff also obtained proposals for commercial assessment services from consultants for the 2025 revaluation. The City has selected Associated Appraisal Consultants, Inc. for the 2025 Commercial Assessment Revaluation due to their proven track record of providing quality appraisal services for other Wisconsin municipalities. Beyond the revaluation, City staff recommends entering into a three (3) year agreement for the annual maintenance of commercial assessment services for years 2025, 2026, and 2027 with Associated Appraisal Consultants, Inc. as well.

Maintenance is still required during a revaluation year as it is a different scope of work than the revaluation. Maintenance work handles all listings, valuation and processing of appeals in connection with valuation of commercial properties. It entails updating the existing neighborhood delineation for the commercial class properties, gathering and analyzing market value data, and analyzing recent sales data. Associated Appraisal Consultants, Inc. will also perform a sales verification analysis on each sale of a commercial class property. Prior to the Open Book conferences, Associated Appraisal Consultants, Inc. will perform a final analysis on commercial properties and make the proper correlation of values between the cost, market and income approaches to value.

Associated Appraisal Consultants, Inc. will provide in-office services weekly or biweekly throughout the year and during Open Book and Board of Review periods. They expect to update 350 commercial property records per year, including completing field visits to measure and verify dimensions, inspecting interiors as needed, and updating property listings.

FISCAL IMPACT

The Professional Service Agreement would cost $202,500 over the planned three years and

will be funded within the Assessor's Division annual operating budget. The cost will be $65,000 in 2025, $67,500 in 2026 and $70,000 in 2027 for a total of $202,500.

RECOMMENDATION

The City Council approves the professional services agreement with Associated Appraisal Consultants, Inc. for the three-year annual maintenance for commercial assessment services for $202,500.

Attachments

RES 24-679
FINAL AAC Revised Contract - Maintenance Services
FINAL Exhibits - Maintenance Services
V2 - AAC - City of Oshkosh 2025-2027 Assessment Services Proposal

12/10/2024 24-679 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE PROFESSIONAL SERVICE AGREEMENT WITH ASSOCIATED APPRAISAL CONSULTANTS, INC. FOR THREE YEAR ANNUAL MAINTENANCE FOR COMMERCIAL ASSESSMENT SERVICES ($202,500)

INITIATED BY: COMMUNITY DEVELOPMENT

BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized to enter into and take those steps necessary to implement an appropriate professional services agreement with Associated Appraisal Consultants, Inc. for three year annual maintenance for commercial assessment services in the amount of $202,500.

Acct. No. 100-0080-6417-00000 Assessor General Fund

AGREEMENT FOR ANNUAL MAINTENANCE SERVICES FOR COMMERCIAL ASSESSMENTS

1. Parties. This Agreement is made by and between the following:

    a. City of Oshkosh, a Wisconsin Municipal Corporation (City)
    215 Church Avenue
    Oshkosh, Wisconsin 54901-4747

    b. Associated Appraisal Consultants, Inc., a Wisconsin Corporation (AAC)
    W6237 Neubert Road
    Appleton, Wisconsin 54913-7989

2. Effective Date. December 11, 2024.

3. Termination Date. November 30, 2027, except for the following circumstances:

    a. For Cause: If either party shall fail to fulfill in timely and proper manner any of the material obligations under this Agreement, the other party may, at its discretion, terminate this Agreement by written notice. In this event, AAC shall be entitled to compensation to the date of delivery of the Notice. If this Agreement is terminated before performance is completed, City shall pay AAC for all work satisfactorily performed under the Agreement provided however, that such payment shall not exceed an amount which is the same percentage of the Agreement Price as the amount of work satisfactorily performed.

    b. Expiration: If all maintenance assessment services required to be performed by this Agreement have concluded prior to the Termination Date, then the parties may mutually agree to an earlier termination date.

    c. Upon termination for any reason AAC shall turn over all deliverables completed under the Agreement within fifteen (15) calendar days of the date of termination.

4. Fees. In return for AAC's agreement with the terms and conditions described herein, and performance of the services promised, the City will pay AAC sum not to exceed two hundred two thousand five hundred and NO/100 dollars ($202,500.00). The City agrees to make such payment(s) upon AAC's acceptance of these terms and performance of the services described. This amount is inclusive of all costs, fees, and expenses. The amount shall be paid according to the following schedule:

Assessment Year	Annual Amounts
2025	$65,000
2026	$67,500
2027	$70,000

   a. The compensation due to AAC shall be paid in monthly installments for each assessment year as outlined in this Agreement. Invoices will be provided by AAC on or before the first day of each month and shall be paid by the City no later than thirty (30) days from the date of invoice.

   b. If any statement amount is disputed, the City may withhold payment of such disputed amount and shall provide to AAC a statement as to the reason(s) for withholding payment. Amounts invoiced and not disputed shall be paid according to the regular schedule agreed upon.

   c. All payments shall be made to: Associated Appraisal Consultants, Inc., P.O. Box 291, Greenville, Wisconsin, 54942-0291

5. Services Provided. Annual Maintenance Assessment Services for all commercial properties located in the City of Oshkosh, as described in this Agreement and in AAC's Assessment Services Proposal prepared for the City of Oshkosh dated September 27, 2024. A detailed description of the work to be performed is attached as Exhibit A. A timeline for completion of milestones in relation to this Agreement is attached as Exhibit B.

6. Component Parts of the Parties' Agreement. For convenience, the parties agree to compile various separate documents related to this project and incorporate them

into this Agreement. Therefore, the terms and conditions of this Agreement may be in multiple places, and consist of the component parts described below. The component parts may or may not be physically attached to this Agreement. Regardless of whether or not they are attached, they are considered to be fully incorporated as a part of this Agreement. The component parts of this Agreement are:

a. The terms of this Agreement, including any other documents or terms referenced and/or attached, but not including component parts identified below.

b. AAC's Assessment Services Proposal Prepared for City of Oshkosh, dated September 27, 2024.

c. The terms and conditions are listed above in order of importance. If terms and conditions in various component parts are conflicting, then the terms and conditions in the component part first listed will control over the conflicting term and condition found in the later component part. The preceding rule of interpretation may be modified by the parties in particular circumstances that may be explicitly described elsewhere in this Agreement.

7. Representatives. The parties assign the following persons as the primary contacts for their respective interests related to managing and carrying out the tasks of this Agreement. While AAC must identify a person with Assessor I or II Certifications who will be responsible for the day-to-day tasks required by this Agreement, AAC shall also at all times appoint a Supervisor/Manager with an Assessor III Certification with the ability to promptly respond to questions and concerns that the City may have regarding Commercial maintenance assessment tasks and obligations. These persons may be changed upon written notice from the party making the change.

a. For the City: Kelly Nieforth, Community Development Director
Contact: 920-236-5055
knieforth@oshkoshwi.gov

b. For AAC: Day-to-day operations: Kim Boehm
Contact: 920-224-8820

kboehm@apraz.com

Supervisor/Manager: Dean Peters
Contact: 920-224-8803
dpeters@apraz.com

8. Records and Deliverables. Reports, plans and specifications, and other information may be provided to City as deliverables for this Project. Specific records and deliverables are identified and described elsewhere in this Agreement, including attached Exhibit B. Use, and treatment, of deliverables shall be allowed as follows:

    a. Deliverables prepared under this Agreement shall become the property of the City upon completion of the work and payment in full of all monies due to AAC.

    b. However, AAC may continue to use the deliverables and information therein for descriptions or discussions of this project in other contexts, and may also use some or all of the information in the deliverables in or for other projects. Any such subsequent use by AAC shall be without royalty or other fees, or obligations, to City.

9. Time of the Essence. The parties explicitly understand the importance of the subject of this Agreement, in that the purpose of this Agreement addresses one of the more fundamental tasks of a governmental body, which is the City's taxation of private property. AAC and the City agree that they will proceed accordingly.

    a. The property assessment process is required to proceed according to statutory processes and timelines. Therefore, time is of the essence regarding all required tasks described in this Agreement.

    b. AAC shall perform the services under this Agreement with diligence and expediency consistent with statutory requirements and sound professional practices.

    c. Exhibit B, as attached to this Agreement, identifies a timeline the parties mutually agree upon. Each milestone described in the timeline is material and strict compliance is expected. AAC must notify the City in writing

upon compliance with all milestone requirements. If AAC reasonably believes it may not meet one or more required milestones within the agreed upon timeline, then AAC must notify the City verbally and in writing as soon as AAC has identified a situation in which they may not comply with a milestone within the agreed upon timeline.

d. Failure to meet any milestone within the agreed upon timeline, except those failures that are directly caused by the City's failure to perform material obligations described in this Agreement, will result in the City declaring a default of the contract as a whole, or imposing liquidated damages or other remedies as described in this Agreement.

e. If AAC believes that its potential non-compliance with a project milestone is the result of any deficiency of the City's performance any of the City's required functions, then AAC shall notify the City verbally and in writing immediately upon identifying such deficiency so that the parties may attempt to resolve the matter.

f. While the City believes that time spent on this project should be focused on performing the substance of this Agreement, the City nevertheless stresses the importance of communication and updates on tasks achieved, problems encountered, and opportunities to resolve issues. Therefore, the milestones, timelines, and guidance described herein are minimum requirements. Early notifications of potential issues are preferred over waiting for material problems to present themselves.

g. AAC's advance notification of issues, problems, or the potential of failing to comply with milestones does not absolve or waive the City's right to declare a breach, default, or other failure to comply with any term herein. AAC is expected to utilize sufficient additional resources necessary to address the issue or problem to ensure milestones are met.

h. The City agrees that AAC is not responsible for damages arising directly or indirectly from any delays for causes beyond AAC's control. For the purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters, public health emergencies, or failure of performance by the City. If the delays resulting from any such causes increase the time required by

AAC to perform its services in an orderly and efficient manner, AAC shall be entitled to an equitable adjustment in schedule, understanding, however, that the required tasks are subject to statutory requirements.

10. Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including, but not limited to, monies that are due or monies that may be due) without the prior written consent of the other party. The City has complete discretion regarding its consent to any request for assignment.

11. Independent Contractor. AAC is an independent contractor and is not an employee of the City.

12. Cooperation with Department of Revenue (DOR) Audits and Litigation. AAC shall fully and completely cooperate with the City, the DOR, the City's attorneys, the City's Insurer, and any other Auditors or other representative of the City (collectively, the "City" for purposes of this Agreement).

    a. Cooperation is expected in connection with any internal or governmental investigation or administrative, regulatory, arbitral or judicial proceeding (collectively "Litigation") or internal or governmental Audit, with respect to matters relating to this Agreement.

    b. Excluded from this duty of cooperation is a third-party proceeding in which AAC is a named party and AAC and the City have not entered into a mutually acceptable joint defense agreement.

    c. Examples of expected cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making AAC's employees available to the City (or their respective insurers, attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, and providing declarations or affidavits that provide truthful information in connection with any Litigation or Audit; (ii) appearing at the request of the City to give testimony without requiring service of a subpoena or other legal process; (iii) volunteering to the City all pertinent information related to any Litigation or Audit; and (iv) providing information and legal representations to auditors in a form and within a timeframe requested.

d. City shall reimburse AAC for reasonable direct expenses incurred in connection with providing documents and records required under this paragraph and may require, at the City's sole discretion, such expenses to be documented by receipts or other appropriate documentation. Reasonable direct expenses include costs, such as copying, postage and similar costs; but do not include wages, salaries, benefits and other employee compensation. AAC shall not be entitled to additional compensation for employee services provided under this paragraph.

13. Standard of Care. The standard of care applicable to AAC's Services will be the degree of skill and diligence normally required by the Department of Revenue and that is employed by professionals performing the same or similar services during the time period said services are performed. All of the work performed by AAC under this Agreement shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and with all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue. AAC shall re-perform any services not meeting this standard without additional compensation.

14. City Responsibilities. A detailed description of City Responsibilities is attached as Exhibit C.

15. Hold Harmless. It is the intention of the parties that each party shall be solely responsible for its own actions, inactions, and activities, including the actions and activities of its own officers, employees and agents while acting within the scope of their employment.

    a. AAC covenants and agrees to protect and hold the City of Oshkosh harmless against all actions, claims, and demands which may arise related to this Project. AAC's obligations will be to the proportionate extent caused by or resulting from the intentional or negligent acts of AAC, its agents or assigns, its employees, or any sub-consultant it has retained to assist with this issue. The relevant acts are those which are related to the performance of this Agreement or which are caused by or result from any violation of any law or administrative regulation. AAC shall indemnify or refund to the City all sums expended including court costs, attorney fees, and punitive damages which the City may be obliged or adjudged to pay.

Claims or demands are due within thirty (30) days of the date of the City's written demand for indemnification or refund for those actions, claim, and demands caused by or resulting from intentional or negligent acts as specified in this paragraph.

b. Subject to any and all immunities and limitations contained in Wisconsin Statutes, Sec. 893.80, and any applicable part of the Wisconsin Statutes, the City agrees to hold AAC harmless from liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), to the proportionate extent caused by or result from the intentional or negligent acts of the City, its agents or assigns, its employees, or its sub-consultants related to the performance of this Agreement or which may be caused or result from any violation of any law or administrative regulation, where such liability is founded upon or grows out of the acts or omission of any of the officers, employees or agents of the City of Oshkosh while acting within the scope of their employment.

c. The intention of this paragraph is that the parties are responsible for their own actions or inactions under this Agreement, except for claims, settlements, judgments or monetary damages claimed in relation to tax assessments under paragraph d. below.

d. City covenants and agrees to protect, defend, and hold AAC harmless from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made and circuit court actions under Wis. Stat. §74.35, §74.37 and/or liability under Wis. Stat. § 70.503 and any penalties imposed by law under these statutes.

16. Insurance. AAC agrees to procure and retain in good standing policies which in all respects comply with the attached City of Oshkosh Insurance Requirements for Professional Services, Exhibit D attached hereto.

17. Default/Remedies.

(a) Failure to Meet Milestone Dates / Liquidated Damages. AAC recognizes that time is of the essence for the performance of its responsibilities under this Agreement and the City will suffer damages, including and not limited to financial loss, if the work is not completed within the times specified, plus

any extensions agreed upon between the City and AAC. The parties also recognize the significant delays, expense, and difficulties involved in identifying and proving actual losses suffered by the City if the work performed by AAC is not completed according to the milestones identified within the agreed upon timeline. Accordingly, instead of requiring such proof, the City and AAC agree that as liquidated damages sustained by the City for delay, but not as a penalty, AAC shall pay to the City, which amount may be set off by the City upon AAC invoices, an amount equal to $100 per day for each business day that AAC fails to meet any specified milestone deadline set forth in this Agreement. Continued failure to meet milestone date(s) may result in termination of the Agreement.

(b) Breach of Agreement. An Event of Default under this Agreement shall be defined as when either party breaches any provision of this Agreement or its obligations under this Agreement; provided, that written notice of the breach has been given to the other party and the breaching party has failed to cure such breach within ten (10) business days, if a longer period is reasonably required under the circumstances, so long as the breaching has begun to cure such breach in good faith within the ten (10) day period and thereafter diligently continues to cure such breach the parties may agree to extend this period. Notwithstanding the foregoing or any other term in this Agreement, any failure by AAC to comply with any milestone identified within the parties' agreed upon timeline shall result in the immediate application of liquidated damages except in those situations where the City has agreed, in writing and signed by authorized individuals, to adjust or extend any milestone requirement**.**

(c) City Remedies upon Event of Default. In the Event of Default by AAC, the City may terminate the Agreement. All work completed by AAC and paid for by the City shall be transferred to the City within fifteen (15) calendar days of the date of termination.

(d) Delay in Exercise of Rights Not Waiver. No delay or omission to exercise any right or power by either party 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.

(e) 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.

(f) Compensation for Costs of Breach. Whenever there is an Event of Default by a party hereunder, and the non-breaching party employs attorneys or incurs other expenses for the collection of payment due or for the enforcement of any obligation or agreement contained in this Agreement, the breaching shall, on demand thereof, pay to the non-breaching party the reasonable fees of such attorneys and such other reasonable expenses incurred by the non-breaching party.

18. Whole Agreement / Amendment. This document and any attachments identified or documents referenced contain all terms and conditions of the Agreement and any additions, subtractions, or alterations to the resulting Agreement shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

19. No Third-Party Beneficiaries. This Agreement gives no rights, benefits, or obligations to anyone other than City and AAC and therefore there are no third-party beneficiaries of this Agreement.

20. Non-Discrimination. AAC will not discriminate in its actions related to this Agreement on the basis of race, color, creed, age, and gender, or other protected classes as otherwise prohibited by law. A breach of this term may be regarded as a material breach of this Agreement. AAC agrees that all hiring or employment related to this Agreement will not involve any discrimination against any employee or applicant for employment related to race, color, religion, sex, sexual orientation, gender identity, national origin, or other protected class as otherwise prohibited by law.

21. Public Records. The City is a governmental entity that is required to comply with Wisconsin public records laws. AAC acknowledges that Wisconsin Public Records laws assume records are available for public viewing unless there are specific other laws that prevent or limit release, and further acknowledges that documents provided to a public entity such as the City are treated by the law differently than documents provided to a private entity. AAC also acknowledges that it is a contractor of the City and therefore pursuant to Wisconsin law may be in possession of public records which are not otherwise also in the possession of the City. AAC agrees to cooperate with the City and any public records requests. Notwithstanding any other term of this Agreement, including component parts, the City will always be allowed to use documents in conformity with all applicable laws, including public records laws. Any action the City takes that is consistent with any applicable law shall not be considered a breach or violation of this Agreement, regardless if this Agreement or any attachment or referenced document includes terms or conditions that conflict with applicable law that the City is following. AAC may elect to challenge a public records decision by City, but must do so at its own risk and own cost, regardless of the outcome of such challenge.

22. Confidentiality. City as a public body is required by law to maintain certain levels of transparency of its activities, including those activities carried out through AACs. The assessment process, as described by statute and other regulations, requires that certain information gathered from property owners or their agents and/or representatives remain confidential. Therefore, only those documents related to annual maintenance assessment services that benefit from explicit statutory protections may be redacted or withheld from release. AAC's designation of documents or information as "confidential," "proprietary," or similar designation will not prevent its public viewing or use unless it is otherwise protected by law. Similarly, references to lawful protections of information and documents through intellectual property rights, trade secrets, or similar designations, will be protected only to the extent that they qualify for statutory or common law protections. As a general rule, in light of the statutory definition and required chain of custody protocols, it is unlikely that information disclosed to City would be considered a valid trade secret. AAC may elect to challenge a decision in this regard by the City, but will do so at its own risk, and its own cost, regardless of the outcome of such challenge.

23. Agreement Not to Be Construed Against Any Party. This Agreement is the product of negotiation between all parties and therefore no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

24. No Waiver. Failure of either party to insist upon the strict performance of terms and provisions of this Agreement, or any of them, shall not constitute or be construed as a waiver or relinquishment of that party's right to thereafter enforce such term or provision, and that term of the provisions shall continue in full force and effect.

25. Severability. If any term, covenant, condition or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby and the remainder of the agreement shall be valid and enforceable to the fullest extent permitted by law.

26. Choice of Law, Venue, and Dispute Resolution. The laws of the State of Wisconsin shall govern the interpretation and construction of this Agreement. Winnebago County shall be the venue for all disputes arising under this Agreement. Under no circumstance shall any dispute between the parties be subject to arbitration.

27. Signatures. By placing their signatures below, each individual affirms that the entity they represent is authorized to enter into this Agreement, and further affirm that they are authorized by the entity they are representing to bind their respective parties to the terms and conditions of this Agreement.

Signature Page to Follow

Associated Appraisal Consultants, Inc.

By: _____
Name / title

CITY OF OSHKOSH

By: _____
Mark A. Rohloff, City Manager

And: _____
Diane Bartlett, City Clerk

Approved as to form:

_____
Lynn A. Lorenson, City Attorney

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

_____
Julie Calmes, Finance Director

Exhibit A
Description of Work to be performed

I. Overall Description of Work to be Performed. AAC shall be responsible for the annual maintenance of assessment data for commercial parcels within the City of Oshkosh for the Term of the Agreement including all listing, valuation and processing of appeals in connection with valuation of commercial properties.

AAC shall keep the City Assessor and City designated Representative regularly informed as to the progress of tasks to be achieved and as to any problems, issues, or concerns regarding tasks and responsibilities under this Agreement and milestones required within the agreed upon timeline arising during the performance of work. The expected frequency of informed progress will be outlined in Exhibit B. Information concerning progress can be shared via email, phone calls or other forms of communication as deemed necessary.

AAC shall carry on a suitable program of public information to provide the public with information to understand the assessment process, dates and deadlines for submission of information or appeals, and to provide the public with information to contact AAC with questions or concerns relative to their individual commercial parcels.

II. Compliance with Statutes and Wisconsin Property Assessment Manual. AAC shall make all commercial assessments in accordance with Wisconsin State Statutes and the Wisconsin Department of Revenue Wisconsin Property Assessment Manual and shall be responsible for all final commercial values arrived at in compliance with same.

III. Assigned Personnel. All work will be performed by personnel certified as an Assessor I or II by the State of Wisconsin, Department of Revenue and shall be under the supervision of the Supervisor/Manager who shall be certified as an Assessor III. AAC will provide and update the City of Oshkosh with a listing of personnel assigned to the City of Oshkosh. It is AAC's obligation to ensure internal staffing issues and challenges to not affect its obligations to perform annual maintenance assessment services described in this Agreement.

All personnel assigned to or performing work for the City shall present a positive, professional appearance and perform work professionally and in a

courteous manner. The City reserves the right to prohibit assignment of any employee of AAC from participation in services under this Agreement, if the City reasonably determines there is good cause to do so. If the City deems the performance of any employee to be unsatisfactory, the City shall promptly notify and discuss with AAC this issue, and AAC shall promptly reassign such employee so that they no longer perform work under this Agreement. AAC may temporarily assign interim personnel to this project while it addresses any internal staffing issues.

IV. Assessment Program/ Property Record Cards. AAC will use the existing City of Oshkosh iasWorld Computer Assisted Mass Appraisal (CAMA) System as a base for the work performed under this Agreement including the property record card as designed and which may be modified from time to time within the software.

V. Neighborhood Delineation. AAC shall update the existing neighborhood delineation for the commercial class properties as needed and work with the City's GIS Department to create/update a color-coded map indicating the various neighborhood designations. The neighborhood identification procedure shall conform to the City's software products.

VI. Property Inspection and Data.

a. Property Inspection. AAC shall review and physically inspect all commercial properties within the City of Oshkosh meeting the following criteria:
    i. Annexed property
    ii. New Construction
    iii. Significant remodeling
    iv. Demolition or removal of structures
    v. Properties affected by fire, flooding or other major condition change
    vi. Property formerly exempt, now assessed
    vii. Changes in classification or land use

Properties under construction over the term of the contract years shall be reinspected as necessary to adjust values for each tax year.

Properties with legal description or zoning changes shall be reviewed and inspected, if necessary, to ensure a fair and accurate assessment.

b. Physical inspection shall include taking digital photographs, measurements of the property, and preparation of sketches as may be necessary to accurately and completely list each property within the City's assessment system and on the property record card as well as to properly assess the property. Data for each parcel shall include, but is not limited to, size, area, frontage, width, depth, shape, topography, productivity, site improvements, utilities, access, zoning and location.

c. Market Data. AAC shall gather and analyze market value data for all commercial properties within the City including, but not limited to, sales data, lease data, rental rates, rates of return, operating and expense information, vacancy rates and construction costs for use in determining property valuation standards pursuant to Section 70.32 of the Wisconsin Statutes.

   For each commercial parcel, this shall include a reconstruction of specific and/or typical income and expenses, an estimate of remaining economic life, and the capitalization rate applied. Capitalization rates shall be accurately documented by information obtained from the market. Any documentation used in establishing any of the foregoing shall become property of the City.

d. All data gathered together with digital photographs of each property shall be entered into and maintained within the City's assessment software. AAC will review, update and correct existing information as required to ensure that data for each commercial property is complete and accurate.

VII. Evaluation of Property / Approaches to Value. AAC shall consider those factors required by 70.32 Wis. Stats. and the Wisconsin Property Assessment Manual including, but not limited to, recent arms-length sales of the property, market/comparable sales, and income and cost approaches.

a. Sales Analysis. AAC shall analyze recent sales data in order to become familiar with prevailing market conditions, activity, and specific transactions which may be utilized in determining the market value of comparable properties throughout the City.

b. Cost Analysis. AAC shall value improvements in accordance with the Wisconsin Property Assessment Manual using generally accepted appraisal practices and cost manuals and the City's iasWorld CAMA system. Proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs. When many adjustments are necessary to base costs, the property is a special purpose building, or certain characteristics make it impossible or inappropriate to value via the City's iasWorld CAMA System, the unit in place method as presented in the Marshall & Swift Valuation Service Manual may be used. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, will be recorded for each parcel in the City's iasWorld CAMA system.

c. Land Valuation. Basic unit values shall be determined for commercial lands from an analysis of sales, rents, leases, and other available market data. Base unit values shall be applied to each parcel with adjustments to account for the particular characteristics of each parcel.

d. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the approach(es) used.

VIII. Sales Verification on Classes of Commercial Property. AAC shall perform a sales verification analysis on each sale of a commercial class property and record the proper sales verification code in the City's assessment system as well as key all required information to the Department of Revenue's PAD system on commercial class sales.

IX. Final Analysis and Review. Prior to the Open Book conferences, AAC will perform a final analysis on commercial properties and make the proper correlation of values between the cost, market and income approaches to value. This review will cover each parcel so as to eliminate errors in computations that may have occurred, to ensure uniformity amongst property types, to verify building classification and depreciation estimates regarding physical, functional, and economic obsolescence, and to be sure that all lands and improvements are properly accounted for. For commercial properties where a determination of value has been made via the income approach, the value shall also be reviewed to account and adjust for factors which may have a direct bearing on the market value and/or equitable relationship to other properties. As part of this review, AAC shall consider the indicated gross income,

expenses, vacancy rate, net income and capitalization rate of each property. Physical, economic and functional obsolescence affecting the income approach to value shall be considered when arriving at the final income approach value.

Prior to sending notices of any change in assessment and Open Book conferences, AAC shall provide the City Assessment staff two (2) weeks time to review assessed values on commercial class property.

X. Open Book Conference. Upon completion of the City's review of assessments and prior to the completion of the assessment rolls, AAC shall hold Open Book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. If property owner requests an in-person conference, City staff will ensure meeting space is available at City Hall for said conference. AAC shall be responsible for conducting all Open Book appointments for commercial class properties and the City shall be responsible for residential class properties.

City will prepare and send a change of assessment notice by first class mail to each property owner at the last known mailing address. The notice form used shall be that approved by the Department of Revenue as provided in Section 70.365. The Notice shall clearly indicate the time and place the Open Book conference and information as to scheduling an appointment with AAC for review of a commercial assessment. Mailing shall be no less than five (5) business days prior to the first day of conferences for the convenience of the property owners.

AAC shall make available a sufficient number of qualified personnel to conduct Open Book conferences on dates and times agreed upon by the City and AAC. Open Book conferences will be held in an orderly manner with the least confusion to the property owner.

Conferences may be held on an appointment basis. The City and AAC shall mutually agree upon the date and hours of conferences to ensure that all property owners have an opportunity to review their assessment.

AAC shall make any adjustments to the assessments based upon information received during the open book conference and shall notify the City Assessor of finalization of assessments by no later than the date identified in Exhibit B to allow the City Assessor to complete, balance and sign the roll timely for Board of Review.

XI. Board of Review. A certified member(s) of AAC's field staff will attend meetings of the Board of Review to explain and defend the assessed value of commercial appeals and be prepared to testify under oath in regard to such values.

In the event of appeal to the Department of Revenue or the courts, AAC shall make available a qualified representative(s) upon request from the City, for up to eight (8) employee hours per appeal, to furnish testimony in defense of the values established by AAC in all cases which might be filed within one (1) year of the completion date specified in Exhibit B. Testimony of more than eight (8) employee hours per appeal will require an addendum to this Agreement.

XII. Contract Deliverables. Within fourteen (14) days of the final adjournment of the Board of Review, AAC shall turn over to the City all records prepared during annual maintenance assessment years including, but not limited to, (a) property record cards, computer generated output, maps, and any other schedules or forms, (b) all records and materials obtained from City and not previously returned to include maps, plans, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work including, but not limited to, aerial photos, land value maps, depth factor tables, copies of leases, correspondence with property owners, sales data, rental schedules, capitalization rate data, gross income multiplier data, and operating statements of income properties.

XIII. Filing of Reports with Wisconsin Department of Revenue. The City Assessor shall be responsible for completing and filing of all required reports with the Wisconsin Department of Revenue by required deadlines. AAC shall be responsible to provide all information necessary in relation to commercial assessments to the City Assessor with sufficient time for the Assessor to adequately review the information and prepare and submit the necessary reports.

XIV. Misc. Provisions.

a. The contract price shall include all costs related to this Agreement. AAC or its employees shall provide their own transportation necessary to perform AAC's responsibilities under this Agreement as well as any food or drink during periods performing work for the City of Oshkosh.

b. AAC shall be available to attend, upon request of the City, meetings regarding progress and general performance under this Agreement with the Community Development Director, City Manager, City Attorney or other relevant staff and/or City Council meetings upon reasonable prior notice. These meetings shall not exceed more than eight (8) hours per year or additional compensation may be agreed upon to meet.

Exhibit B – Timeline

Year 2025 Timeline:
AAC will begin work on or before January 1, 2025.

AAC shall complete the commercial revaluation by September 15, 2025 with the exception of the Open Book and Board of Review.

AAC shall meet the following milestone dates for activities for the commercial revaluation year 2025:

Completed by June 30, 2025: Bi-Weekly Check-ins
- On-site inspections conducted of all commercial properties complete.

Completed by July 31, 2025: Weekly Check-ins
- Initial land and cost analysis complete.
- Income and Expense forms mailed.
- Income approach analysis complete, income approach tables loaded.

Completed by August 31, 2025: Weekly Check-ins
- Individual commercial values reviewed and preliminary values complete.
- Final quality checks complete and notice ready.

Completed by September 15, 2025: Weekly Check-ins
- Notices of Assessment mailed. (after equalized values are released from DOR)

Completed by October 31, 2025: Check-ins at least twice a week
- Open Book complete.
- Notice to Assessor of finalization of values from Open Book.
- Board of Review complete

Year 2026 & 2027 Timeline:
AAC shall meet the following milestone dates for activities for the annual commercial assessment maintenance valuation in years 2026 and 2027:

Completed by March 31, 20XX: Bi-Weekly Check-ins
- On-site inspections conducted of all commercial properties with changes complete.

Completed by April 30, 20XX: Bi-Weekly Check-ins

- Initial land and cost analysis complete.
- Income and Expense forms mailed.
- Income approach analysis complete, income approach tables loaded.
- Individual commercial values reviewed and preliminary values complete.
- Final quality checks complete and notice ready.
- Notices of Assessment mailed.

Completed by June 30, 20XX: Weekly Check-ins

- Open Book complete.
- Notice to Assessor of finalization of values from Open Book.
- Board of Review complete.

Exhibit C – City Responsibilities

I. The City shall remain generally responsible for the administration of the overall assessment process.

II. Information from City Records. The City shall furnish, at AAC's request and without cost, such information as is needed by AAC to aid in the progress of the project, providing it is reasonably obtainable from City records including, but not limited to, previous assessment rolls, utility layouts, building permits, tax records, building plans, records of special assessments, plats, zoning and any other maps. AAC may reasonably rely upon the accuracy, timeliness, and completeness of the information provided by City.

Hardware/Software Requirements. The City shall provide, maintain, and assure that AAC shall have reasonable access to the data processing facilities, including multiple remote computer access points, on which AAC will encode the data for annual maintenance assessment years. The City shall provide, at no cost to AAC, suitable office space and all necessary accoutrements to allow AAC to perform the functions of commercial property valuation, including but not limited to desks, chairs, and a shared copier/ printer.

The City will provide AAC staff with training of City's software of choice as is deemed necessary by the City at City's cost.

III. The City Assessor shall be responsible to determine which property is exempt from taxation.

IV. Review and Authorization. To prevent any unreasonable delay in AAC's work, the City will examine all reports and other documents and will make any authorizations necessary to proceed with work within a reasonable time period.

V. Printing and Distribution of Forms and Notices. The City shall be responsible for the printing and distribution of statutorily required forms and notices pertaining to commercial assessments.

VI. The City shall aid AAC in a responsible promotion of public information concerning the work under this Agreement.

VII. Filing of Reports with Wisconsin Department of Revenue. The City Assessor shall be responsible for completing and filing of all required reports with the Wisconsin Department of Revenue by required deadlines.

VIII. Misc. Provisions.

a. The City shall respond to normal and customary internal and external requests for information and correspondence.

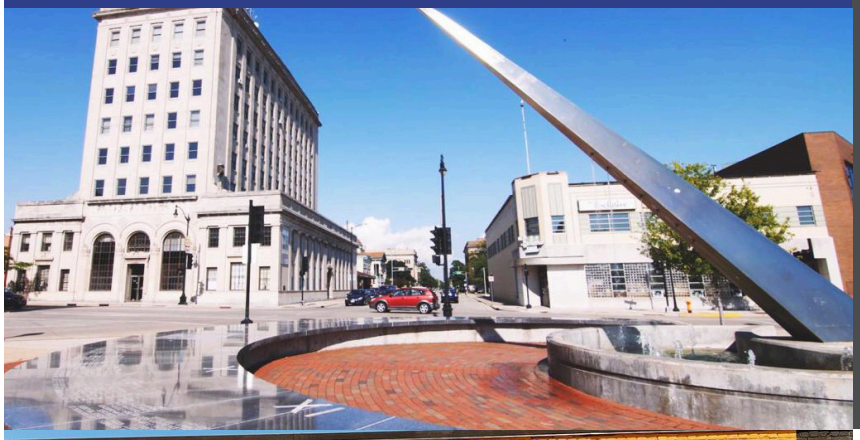
b. The City shall provide administrative support and assistance as may be reasonably necessary to accomplish assessment related activities.

c. The City shall assist AAC with the defense of assessments.

Exhibit D – City of Oshkosh Insurance Requirements for Professional Services

AAC

ASSOCIATED APPRAISAL CONSULTANTS, INC.





ASSESSMENT SERVICES PROPOSAL

2025–2027

Qualifications and supporting documentation

PREPARED FOR
CITY OF OSHKOSH
September 27, 2024

City of Oshkosh

CITY OF OSHKOSH

W62237 Neubert Road
Appleton, WI 54942
p (920) 749-1995
f (920)-731-4158
apraz.com

September 27, 2024

Kelly Nieforth
Community Development Director
City of Oshkosh

Dear Ms. Nieforth:

I am pleased to provide the City of Oshkosh with a proposal for assessment services including a revaluation of commercial class parcels for 2025 and annual maintenance for the 2025, 2026, and 2027 assessment years.

Associated Appraisal Consultants, Inc. has been in the mass appraisal business since 1959. Our primary focus is municipal assessment through annual maintenance and revaluation programs. We currently serve as statutory assessor for more than 250 Wisconsin municipalities with a diverse variety of property types, ranging from the mansions of Lake Geneva to the unique properties of Wisconsin Dells, as well as Lake Superior communities and everything in between.

We offer unparalleled service and expertise. While our assessors are in the field, our administrative staff is in the office, Monday through Friday, to assist our clients, property owners, and businesses. Our staff is highly trained, and we pride ourselves on being prompt and professional when taking phone calls or responding to emails from property owners.

We also provide an optional service to our clients to have their municipal assessment records posted on our website. The website offers easy-to-use search criteria and shows land and improvement data, including digital photos of all properties within the municipality. Please visit our website at www.apraz.com and click on "Property Search."

Our professional image also sets us apart from other assessment firms. When fieldwork begins, your residents can readily identify the Associated Appraisal Consultants team by our fleet of trucks clearly displaying our company name and logo. In addition, field appraisers wear company clothing and carry photo ID tags and letters of introduction from the City while conducting onsite inspections.

Associated Appraisal Consultants, Inc. uses cutting-edge computer-aided mass appraisal software to capture and create modern computerized assessment records. Our records include digital photographs, computerized sketches of buildings, a map indicating location of property, sales data, permitting information and all owner correspondence. We continually invest to utilize the latest technology to serve our customers.

This is our business. We are proud of the reputation we have in the industry, from both our clients and state equalization officials. We put our best foot forward with every opportunity.

We welcome with great enthusiasm the prospect of working with you!

Respectfully,

Mark Brown
President



Our experienced and knowledgeable team is here to serve you and your property owners.

OUR MISSION

To provide our municipal clients the highest standard of assessing services. We do so by following sound assessing methodology, developing municipal equity without bias and providing a professional, courteous staff.





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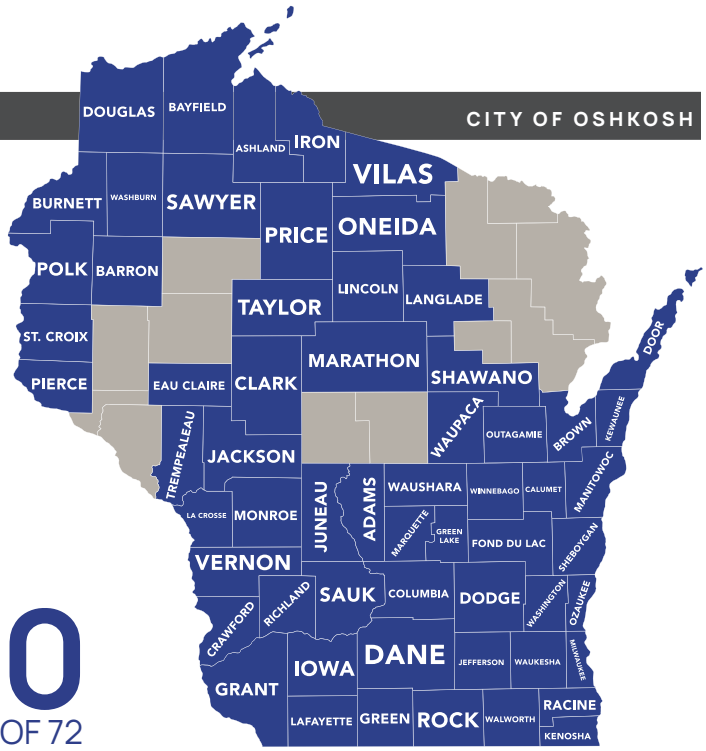
ADDENDUM

Accuracy in Assessment Work Comparison A

Sample Certificate of Insurance B

BY THE NUMBERS

Associated Appraisal serves over **250 municipalities** throughout the state of Wisconsin containing a total inventory of approximately **700,000+** real estate parcels and **30,000+** personal property accounts for a total assessed value of over **$87 billion** making us the **largest mass appraiser** in Wisconsin.



Who we serve

45 CITIES

131 TOWNS

75 VILLAGES

60 OUT OF 72 COUNTIES

62 MOBILE HOME COMMUNITIES in **26** municipalities with over **4,000 sites** subject to monthly permit fee

302 ACTIVE TIDs (Tax Incremental Districts)







Why AAC?

Associated Appraisal has been in the mass appraisal business since 1959. Our primary focus is municipal assessment through maintenance and revaluation programs. Our client base is divided between providing services directly to municipalities by acting as their statutory assessor or supporting the local municipal assessor.

Associated Appraisal maintains a professional image in the field, at the Open Book, and Board of Review hearings. For identification in the field, our staff members carry letters of introduction for the municipality, wear company ID tags and apparel, and drive red company vehicles clearly identified as part of the Associated Appraisal fleet.

When you call our office, Monday through Friday, you will be greeted by a friendly voice ready to direct your inquiry to an appropriate team member who will be happy to assist you. Our website offers links to important information and access to property assessment records twenty-four (24) hours per day.

Each municipal client has a primary point of contact, the project technician, providing a consistent relationship with the Associated Appraisal team. Our corporate office is in Appleton with satellite offices in Lake Geneva (Southern) and Hurley (Northern).

WE DO ASSESSMENTS RIGHT

Assessment documentation is what sets Associated Appraisal above the rest. For property owners demanding answers to assessment methodology, we document all aspects of a maintenance or revaluation project.

Our property records include:

- land data
- improvement attributes
- sketch and pictures
- current and historical sales data
- applicable appraisal reports
- property maps
- and any additional documentation needed to defend values

Each year, maintenance and/or revaluation guidebooks are prepared for use during Open Book or Board of Review to aid in understanding the appraisal methodology used and provide the public with data used in our analysis.

Included in these reports:

- current assessment levels
- property sale attributes with recent pictures
- all database data for valuation tables
- a detailed sales analysis
- applicable appraisal reports
- property maps
- any additional reports needed to support values



We're dedicated to your success.

ASSOCIATED APPRAISAL CONSULTANTS, INC.
W62237 Neubert Road
Appleton, WI 54942

Phone: (920) 749-1995
Fax: (920) 731-4158
Website: apraz.com

Mark Brown
President
W62237 Neubert Road
Appleton, WI 54942
Email: mabrown@apraz.com
Direct: (920) 224-8802

Associated Appraisal adheres to the Wisconsin Property Assessment Manual and the annual timelines as developed by the Wisconsin Department of Revenue.

ACCURACY MATTERS

Simply put, Associated Appraisal's property record database management, valuation practices, and assessment documentation sets us above the rest.

A few examples of areas Associated Appraisal outperforms the competition

QUALITY OF WORK

AAC is superior time and time again in assessment equity and uniformity. This can be seen in our assessment-to-sale ratio studies after conducting a revaluation. While our competitors factor values to gain statutory compliance, AAC takes pride in precise CAMA modeling, data collection, and great attention to detail throughout all aspects of the assessment process. This results in a much higher quality of work which will save municipalities money and future headaches/complaints in the long run. Inferior work conducted by our competitors results in homeowner frustration and unfair assessments.

CUSTOMER SERVICE

AAC excels in customer service. While other companies seem to avoid the hard questions from homeowners, AAC responds quickly and respectfully as we have nothing to hide and believe in transparency. We have the most Level II and III assessors in the state. We work together as a team to provide the highest level of customer service.

APPRAISAL TRAINING

AAC has highly trained and competent appraisal staff, which is the foundation for collecting quality data. AAC invests in its appraisal staff with individualized training and utilizes the latest technologies. This results in appraisers who professionally interact with homeowners and gather the most accurate data.

LONG-TERM RELATIONSHIPS

AAC doesn't chase municipalities because they have good assessment data. Many times, when AAC contracts with a new municipality, the data we receive is out of compliance. It is important to be mindful of competitors who "chase after" AAC municipalities because of the high-quality work we perform. We believe in mutually beneficial long-term relationships with municipalities and not short-term profits.

INTEGRITY

Ethical behavior is at the core of AAC's culture... We unwaveringly hold employees accountable to the highest standards. Public trust in our performance is the foundation of our credibility.

ASSESSMENT CYCLE

The following summary of events is not all inclusive but identifies significant primary activities, deadlines and timeframes during a typical annual maintenance year.

JANUARY/FEBRUARY

All property records are updated to reflect important changes that have occurred since the prior assessment year, such as new construction, building permits, zoning or land use changes, ownership and mailing updates among other things.

All real estate sales from the previous year are reviewed and validated by the assessor. All required property record data is electronically sent to the Wisconsin Department of Revenue (DOR).

A new assessment roll is prepared, including parcel changes from annexations, splits, and merges, as well as ownership changes from sales.

Field inspections are conducted as needed for all parcels impacted by the events listed above along with all previous partial assessments from the prior assessment year.

Open book and Board of Review dates along with general assessment timelines and public relation plans are set with the municipal Clerk.

MARCH

Assessor receives and requests for property tax exemption (form PR-230). These exemption requests are carefully reviewed. Assessor makes a determination either to grant or deny the exemption and responds in writing to the requester.

Assessment-to-sale ratio analysis is conducted to determine an estimated level of assessment (assessment ratio), along with monitoring equity and uniformity of assessments as compared to sales.

Notices of changed assessment are mailed along with informational inserts to help explain the process and direct property owners to helpful information sources such as our website and the DOR publications.

APRIL

Open book meeting(s) is either held in-person or over the phone. Property owners may contact AAC at any time to ask questions or to find out how their assessment was determined.

MAY/JUNE

Assessor attends the Board of Review (BOR) meeting(s) to deliver the final assessment roll and to defend assessed values in the event of any appeals. AAC provides reports to the BOR showing such things as net new construction values, estimated level of assessment, and the municipality's compliance status with state requirements.

Final assessment values are balanced with the County along with timely filing of all required reports with the DOR, such as the Municipal Assessment Report (MAR).





OUR EDUCATION OUTREACH PROGRAM

We understand the importance of having a strong, proactive communication and education program to help you engage with your community's property owners. As we have learned from over 60 years of doing this work, being open and transparent with property owners as you begin assessments is critical.

We will partner with you to supply you with content, data, key communication pieces, and a public relations plan that will rectify misconceptions, eliminate inaccuracies, and garner the support of your community as we provide you with the very best, technically sound assessment services — free from errors and defensible from an equity standpoint.

We stake our reputation on it and it's why we've been Wisconsin's preferred assessor for decades. We're in this together!

SOCIAL MEDIA
We provide helpful educational content to share on social media platforms.

TOOLKIT FOR MUNICIPALITIES
We provide an online toolkit for municipalities rich with resources to enhance the communication process.

NOTICES
We mail out notices to inform property owners of upcoming assessment work.

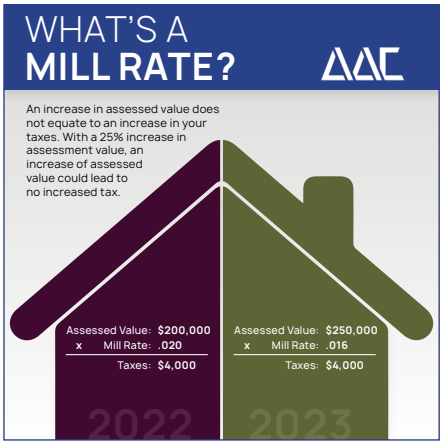
ONLINE RESOURCES
Our website is rich with educational content. We have also created YouTube Videos and Infographics to help make the assessment process more understandable/ interesting.

TECHNOLOGY
From digital data collection to our cloud-based solutions, we are modernizing the assessment process end to end.



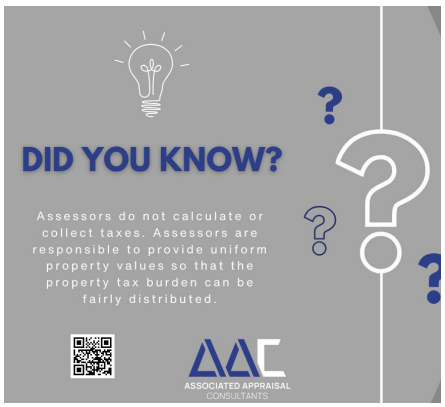
EXAMPLES OF SOCIAL MEDIA POSTS





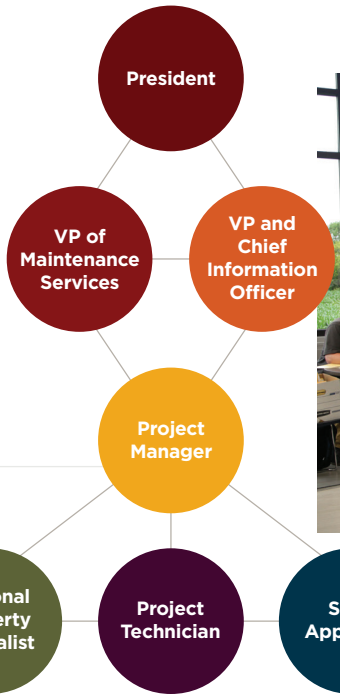








WE CREATE MAXIMUM TEAM SUPPORT



- Primary Contact
- Lead Assessor
- Responsible for Assessments
- Open Book & Board of Review representative
- Public Relations/spokesperson



- Assists the Project Manager
- Responds to Property Owner inquiries
- Knowledgeable, professional support

Appraising Property, Not People

Our firm considers property, not people, when establishing assessed values. We leave out the affordability factor when setting our values. We review property without the influence of friends, neighbors and enemies. Our only intent is to establish true market values.

Immunity to Pressures

We as the "outside assessor" are independent of local creditors and business influence. We do not run for public office, therefore we are not seeking constituents' votes. We have the freedom to establish values as the market dictates, without a concern for public pressures.

Customer Inquiries

When taxpayers need questions answered, we have a large staff of highly trained technicians ready with the answer. Municipal officials are spared the task of researching and answering the endless stream of technical questions from property owners .

Experience & Training

Our appraisers not only have their own education and experience as a foundation, but also draw upon the collective knowledge of the entire team. Our firm has been in the municipal mass appraisal business for over 60 years. All members of our customer service staff are certified by the Wisconsin Department of Revenue as Assessment Technicians, and all project managers are certified Level II Assessors.

Accepted Standard & Proven Methodology

We utilize industry standard methodology to determine values. We are highly skilled at incorporating the cost approach, market approach and income approach in our valuation models. We abide by the standards set in the Wisconsin Department of Revenue Assessors' Manual Volume 11, and The Marshall and Swift Cost Guides. The market approach is our primary method of valuation when adequate sales data is available.

Customer/ Public Access

Our courteous and professional staff is experienced at handling all types of inquires from municipalities, taxpayers, realtors and financial institutions. Our records are public, and are easily available through the Internet, e-mail, fax or phone. Our website offers municipalities and property owners access to their information at any time day or night. Our office hours are Monday through Friday, 8:00a.m. - 4:00 p.m.

OUR FIRM'S LEADER



Mark Brown

President

About Mark

Assessor with vast experience performing reviews, inspections and appraisals of property using independent discretion and judgment within the guidelines set forth by statutory requirements, and department policies and procedures. Experienced municipal Assessor, having successfully performed over 200 full-scale municipal revaluations, and successfully served as chief assessor for towns, villages, and cities throughout the state of Wisconsin.

Summary of Qualifications

- 20 years experience in appraisal and assessment.
- Considerable ability to communicate complex information tactfully and effectively, both orally and in writing, with state regulatory agencies, county regulatory agencies, elected officials, municipal staff, and the general public.
- In-depth knowledge of accepted principals, methods and techniques of property appraisal including computerized assessment systems.
- Extensive knowledge of all laws and regulations pertinent to local tax assessments.
- Strong knowledge of real estate property values and land economics.
- Ability to accurately perform mathematical calculations, analyze data, and prepare reports.
- Experience working with a variety of mass appraisal computer systems, including Market Drive, GSA, Microsolve, GVS, MCost, Vision, Universe, and others.
- Strong project management skills including the ability prioritize projects and to organize, plan and direct the work of staff.
- Ability to read and interpret a wide variety of legal documents.
- Successful experience in defending valuations at Open Book, Board of Review, Department of Revenue appeals and Circuit Court.

Certifications • WI60828CA

- Assessor III Certification
- Assessor II Certification

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin
2004 – Present

Career Growth @ AAC

Staff Appraiser › Director of Project Management › President

Education

St. Norbert College, De Pere, Wisconsin
Bachelor of Business Administration, 2004

Contact

W62237 Neubert Road, Appleton, WI 54942
Email: mabrown@apraz.com
Direct: (920) 224-8802

YOUR KEY CONTACT



Dean Peters

Vice President of Maintenance Services

About Dean

A skilled and experienced municipal Assessor, having successfully performed over 200 full-scale municipal revaluations, and successfully served as chief assessor for towns, villages, and cities throughout the state of Wisconsin.

Summary of Qualifications

- 25 years experience in appraisal and assessment.
- In-depth knowledge of professionally accepted appraisal practices for residential, commercial, multi-family and agricultural property.
- Full working knowledge of laws and regulations pertaining to local property tax assessment.
- Strong knowledge of real estate property values and land economics.
- Extensive experience with analysis of trends in market value based on real estate sales.
- Familiarity with variations in building construction costs throughout Wisconsin.
- Extensive experience with appraisal of high-value lakefront property.
- Successful experience in defending valuations at Open Book, Board of Review, Department of Revenue appeals and circuit court.
- Experience working with a variety of mass appraisal computer systems, including Market Drive, GSA, Microsolve, GVS, MCost, and others.
- Ability to effectively communicate complex information with state and local government, elected officials, municipal staff, the media, and general public.
- Involved in managing, training, and educating of assessment staff.

Certifications • WI77308CA

- Assessor III Certification
- Assessor II Certification
- Assessor I Certification
- Property Appraiser

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin
1999 – Present

Career Growth @ AAC

Staff Appraiser › Project Manager › Director of Project Management › VP of Maintenance Services

Education

University of Wisconsin, Madison
Bachelor of Arts, 1999

Contact

W62237 Neubert Road, Appleton, WI 54942
Email: dpeters@apraz.com
Direct: (920) 224-8803

2023 AAC MUNICIPALITIES
OVER $1 BILLION IN EQUALIZED VALUE

*Municipality	Population	2023 Equalized Value	Total Parcel Count	Type of Assessment Services
City of Middleton	21,050	$5,136,907,300	7,460	Maintenance (2022 Revaluation)
City of Verona	12,737	$3,988,131,200	5,405	Maintenance (2022 Revaluation)
Village of Germantown	20,686	$3,929,189,400	8,672	Maintenance (2019 Revaluation)
City of Neenah	26,333	$3,107,857,600	10,387	Maintenance (2023 Revaluation)
Village of Waunakee	14,399	$3,066,940,300	5,247	Maintenance (2023 Revaluation)
City of Manitowoc	34,570	$3,022,332,000	13,738	Maintenance (2025 Revaluation)
Town of Linn	2,459	$3,010,462,200	3,183	Maintenance (2019 Revaluation)
Village of Richfield	11,948	$2,557,956,000	5,872	Maintenance (2021 Revaluation)
City of Lake Geneva	8,504	$2,260,598,500	5,051	Maintenance (2023 Revaluation)
Village of Sussex	11,373	$2,259,570,900	4,200	Full Value Maintenance
Village of Lake Delton	2,900	$2,152,548,100	4,175	Maintenance (2024 Revaluation)
Village of Deforest	10,624	$2,085,360,300	4,212	Full Value Maintenance
City of Hartford	15,870	$2,015,267,500	6,011	Maintenance (2022 Revaluation)
Village of Grafton	11,989	$2,013,893,300	4,167	Maintenance (2020 Revaluation)
City of Menasha	17,468	$1,734,048,800	5,259	Full Value Maintenance
Town of Liberty Grove	1,786	$1,601,533,700	4,627	Full Value Maintenance
City of Port Washington	11,954	$1,594,172,800	4,621	Maintenance (2021 Revaluation)
Village of Fox Point	6,826	$1,592,808,900	2,664	Maintenance (2023 Revaluation)
Village of Little Chute	11,947	$1,462,895,500	3,907	Maintenance (2021 Revaluation)
City of Sturgeon Bay	9,542	$1,456,712,100	4,619	Maintenance (2020 Revaluation)
Town of Westport	4,038	$1,441,668,300	2,906	Maintenance (2019 Revaluation)
Village of Mukwonago	8,126	$1,436,940,800	3,138	Maintenance (2024 Revaluation)
Town of Mukwonago	7,979	$1,408,313,700	3,381	Maintenance (2024 Revaluation)
Village of Williams Bay	2,614	$1,396,515,100	2,507	Maintenance (2022 Revaluation)
Village of Pewaukee	7,883	$1,361,836,700	2,945	Maintenance (2023 Revaluation)
Village of Twin Lakes	6,388	$1,354,185,700	4,098	Maintenance (2024 Revaluation)
City of Fort Atkinson	12,395	$1,352,486,400	4,600	Maintenance (2023 Revaluation)

*Complete client list available upon request.

REFERENCES

City of Hartford
Steve Volkert
City Administrator
109 N Main Street
Hartford, WI 53027
262-673-8204
svolkert@ci.hartford.wi.us

City of Verona
Brian Lamers
Finance Director / City Treasurer
111 Lincoln Street
Verona, WI 53593
608-848-9949
brian.lamers@ci.verona.wi.us

City of Middleton
Bill Burns
Finance Director
7426 Hubbard Ave.
Middleton, WI 53562
608-821-8356
bburns@cityofmiddleton.us

City of Neenah
Chris Haese
Director of Community Development
211 Walnut St.
Neenah, WI 54956
920-886-6125
chaese@ci.neenah.wi.us

COMMERCIAL ASSESSMENT SERVICES COST

For over 60 years, AAC has been a trusted partner in providing Wisconsin municipalities with general assessment and revaluations services. We have extensive experience with commercial valuations near the City of Oshkosh and throughout the state. Our annual commercial maintenance assessment services will meet or exceed all City expectations. Annual scope of work expectations will be discussed and outlined prior to final contract commitments.

The figures below are for the assessment years 2025, 2026 and 2027 beginning not later than January 1, 2025.

Assessment Services

	2025	2026	2027	TOTAL
Total Annual Compensation Rate	$65,000	$67,500	$70,000	**$202,500**
Annual Maintenance Services	Included	Included	Included	Included
Revaluation Services (See page 13)	*Not Included*	*Not Included*	*Not Included*	*Not Included*
CAMA Software (City Provided)	*Not Included*	*Not Included*	*Not Included*	*Not Included*
Office Hours at City Hall	Optional	Optional	Optional	Optional
Property Listing Services	*Not Included*	*Not Included*	*Not Included*	*Not Included*
Web Hosting of Assessment Data	Optional	Optional	Optional	Optional
Educational Outreach Program	Included	Included	Included	Included
Postage & Mailing Services	*Not Included*	*Not Included*	*Not Included*	*Not Included*
Open Book & Board of Review	Included	Included	Included	Included
***TOTAL**	**$65,000**	**$67,500**	**$70,000**	**$202,500**

*The above fee(s) for each year of this proposed contract (2025, 2026, and 2027) are in not-to exceed sums including all labor, materials, transportation costs, meals, lodging, Open Book and Board of Review expenses. There would be separate charges for those services identified as not included and or optional as applicable each assessment year.

ASSESSMENT SOFTWARE



AAC is flexible regarding the computer-aided mass appraisal (CAMA) software to be used in the City of Oshkosh and looks forward to discussing potential options and the best choice for the city's needs both short and long term.

OPTIONAL REVALUATION SERVICES

Our revaluation assessment services will meet or exceed all requirements described in the Wisconsin Property Assessment Manual. Optional add-on assessment services for a revaluation would be in addition to the price of annual maintenance (see page 12).

The figures below are for conducting a revaluation of only commercial classified parcels during the 2025 or 2026 assessment year.

	Cost of Services
Full Inspection Revaluation	$285,000
Exterior Only Revaluation	$245,000
Interim Market Update Revaluation	$160,000

Annual Maintenance Assessment Services	*Not Included (see page 12)*
Assessment CAMA Software	*Not Included*
Web Hosting of Assessment Data	Optional
Educational Outreach Program	Included
Postage & Mailing Services	*Not Included*
Open Book & Board of Review	Included

Full & Exterior Onsite Revaluations

AAC would physically inspect 100% of the taxable improved commercial properties in one year and update assessment records. All taxable parcels would be updated to reflect recent market value sales utilizing mass appraisal methods. A full inspection revaluation would include both interior walkthroughs and exterior inspections to update pictures and sketches. The exterior only revaluation option would only include onsite exterior inspections.

Interim Market Update Revaluation

All taxable commercial class parcels would be updated to reflect recent market value sales utilizing mass appraisal methods. Only those parcels with "Maintenance" related reasons to visit would be inspected onsite. This option works best when the property record card information is deemed reliable and a full inspection or exterior only revaluation has been completed within the last five years and the overall assessment level shows an unacceptable degree of variance in some neighborhoods, property types or classes. Without knowing the full extent of your existing property assessment records there would be additional charges should onsite inspections be needed to correct or collect missing property information.

ADDITIONAL SERVICES

	Cost of Services
Statutory Assessor	$60,000
City Hall Office Hours	$24,000/year
Monthly Parking Permit Fee	$25/permit Annually
Interim Assessor (November/December)	$10,000

Statutory Assessor

AAC would provide a state certified assessor who would generally be responsible for the oversight, review and validation of assessment functions performed by the City including the filing of all required state reports. AAC will act in an advisory capacity to City Assessment staff, including providing guidance and training to personnel with respect to assessment information, practices, and procedures customarily utilized by AAC. AAC would primarily be responsible for all listing, valuation and processing of appeals for all property classified as commercial under Wisconsin Statues 70.32(2) and would be available to assist City staff for all other classified parcels. Additional field inspections or valuation work conducted by AAC for non-commercial classified parcels would require a separate agreement.

City Hall Office Hours

AAC would provide an additional (24) days of in-person "Office Hours" onsite at the Oshkosh City Hall. The City would be expected to provide appropriate office space and or meeting space for the Assessor to meet with property owners during these hours. AAC anticipates normal office hours would be two days per month but can establish a different schedule with the City as needed. These are additional days beyond open book and board of review required meetings.

Monthly Parking Permit Fee

AAC would continue to use City supplied Market Drive CAMA system or mutually agreed upon CAMA system to maintain and implement the parking permit fee process. Manufactured and Mobile home statement of monthly municipal permit fee calculations would be completed for each permit. Assessor would maintain existing property record data for each account as contained on the PA-117 form, Manufactured & Mobile Home Valuation Worksheet or similarly approved form as prescribed in the Wisconsin Property Assessment Manual. There would be additional costs if existing property records were deficient and AAC needed to verify and collect missing data by conducting additional onsite inspections of each site subject to monthly municipal permit fee. Normal onsite inspections for new buildings moved in during the annual assessment cycle would be no additional charge.

ADDENDUM

A I Accuracy in Assessment Work Comparison A1

B I Certificate of Insurance B1

Demonstration of Accuracy in Assessment Work

A major objective of assessment/sales ratio studies is to determine the degree of assessment uniformity. This measure of assessment performance is gauged by looking at the level of assessment and the degree to which individual assessments differ from that level. The below ratio studies only include transactions of valid or arm's-length sales in accordance with the Wisconsin Property Assessment Manual. Sales data and statistics correspond to the calendar year of the sale as recorded via the Real Estate Transfer Return provided to the Assessors office. A series of ratios by itself does not tell much about assessment performance. A basic understanding of statistics is needed to successfully interpret the following ratios as **published by the Wisconsin Department of Revenue** each year.

Associated Appraisal Consultants, Inc.						
	Village of DeForest	Village of Sussex	City of Hartford	City of Verona	City of Middleton	WPAM & IAAO Standards
2022 Equalized Value	$1,828,925,000	$1,921,321,200	$1,844,911,200	$3,629,798,500	$4,775,023,600	
Scope of Work	Full Value	Full Value	Exterior Revaluation	IMU Revaluation	IMU Revaluation	
# of Residential Sales	156	141	225	176	264	
Aggregate Ratio	90.21	81.45	95.18	87.58	87.77	100.00
Mean Ratio	89.64	82.95	96.01	88.08	88.69	100.00
Median Ratio	88.48	82.96	95.91	87.95	88.72	100.00
Coefficient of dispersion	8.56	10.32	6.15	6.69	8.94	5 - 10
Coefficient of concentration	83.3	80.9	92.4	92.1	79.9	80 - 100
Price Related Differential	0.99	1.02	1.01	1.01	1.01	0.98 - 1.03
2022 Level of Assessment	96.45	93.23	101.63	94.97	95.21	90 - 110

Accurate Appraisal						
	City of Oconomowoc	City of De Pere	City of Watertown	Village of Fox Crossing	City of Onalaska	WPAM & IAAO Standards
2022 Equalized Value	$3,160,762,900	$2,887,309,500	$1,958,383,300	$2,284,883,200	$2,616,780,700	
Scope of Work	Full Value	Full Value	Exterior Revaluation	Full Value	Full Value	
# of Residential Sales	303	357	331	259	234	
Aggregate Ratio	84.64	86.09	87.97	88.77	87.46	100.00
Mean Ratio	89.10	93.40	92.32	91.20	94.43	100.00
Median Ratio	89.32	87.46	87.93	88.80	89.62	100.00
Coefficient of dispersion	16.20	21.33	20.15	17.50	16.99	5 - 10
Coefficient of concentration	68.7	66.7	58.9	64.9	64.1	80 - 100
Price Related Differential	1.05	1.08	1.05	1.03	1.08	0.98 - 1.03
2022 Level of Assessment	99.01	95.82	100.68	100.21	97.87	90 - 110

Aggregate ratio—As applied to real estate, the ratio of the total assessed value to the total selling price. Advantage is that it takes dollar values into account. Disadvantage is that it is sensitive to extreme ratios.

Mean ratio—A measure of central tendency equal to the sum of the values divided by the number. Also referred to as arithmetic average or arithmetic mean. Advantage is that it is easily calculated and understood. Disadvantage is that it is sensitive to extreme ratios.

Median ratio—A measure of central tendency equal to that point in a distribution above which 50% of the values fall and below which 50% of the values fall. The 50th percentile is the 2nd quartile. The median is the ratio in the middle. Advantage is that it is not sensitive to extreme ratios.

Coefficient of dispersion—As applied to an assessment-to-sale ratio distribution, is the average distance in percentage terms that individual ratios lie from the median ratio. A reasonable dispersion is 10% - 15%; good is under 10%. **Big is bad**.

Coefficient of Concentration—A single statistic expressed in percentage terms which tells how many ratios are within +/- 15% of the median ratio.

Price-related differential—As applied to real estate, an analytical measure of the vertical uniformity of values in a given distribution calculated by dividing the mean ratio by the aggregate ratio; a ratio of more than one being generally indicative of the relative undervaluation of high priced properties as compared to the less valuable properties, whereas a ratio of less than 1 would indicate the converse relationship. Price-related differentials above 1.03 tend to indicate assessment regressivity; price-related differentials below .98 tend to indicate assessment progressivity.

CERTIFICATE OF INSURANCE

ASSOC02 OP ID: JS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ADEMINO & ASSOCIATES 1001 TRUMAN P O BOX 99 KIMBERLY, WI 54136-0099 DAVID VAN BOOGARD 920-734-3110	CONTACT NAME: DAVID VAN BOOGARD PHONE (A/C, No, Ext): 920-734-3110 FAX (A/C, No): 920-734-6027 E-MAIL ADDRESS: dvanboogard@ademino.com
INSURED ASSOCIATED APPRAISAL CONSULTANTS INC & GP ACQUISITION INC PO BOX 291 GREENVILLE, WI 54942	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : WEST BEND MUTUAL INS — 15350 INSURER B : ACCELERANT SPECIALTY INSURANCE — 16890 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			A323069	08/16/2022	08/16/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			A323069	08/16/2022	08/16/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ WAIVED			A323069	08/16/2022	08/16/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		A339201	08/16/2022	08/16/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
B	ERRORS & OMISSIONS			S0004PL00101401	08/16/2022	08/16/2023	$10000DED	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

SAMPL-1

SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-680 Amend Resolution 24-413 Granting ARPA Funding for Development of a Multi-shift Child Daycare Facility, Approve City Grant Application to WEDC, and Approve City-Funded Development Grant and Development Agreement with The Corridor Development, LLC and Wisconsin Partnership for Housing Development, Inc., All in Relation to the Corridor Development to be Located in the 600 Blocks of Jefferson Avenue and North Main Street

BACKGROUND

The City's Redevelopment Authority (RDA) acquired properties along the west side of the 600 block of Jefferson Street and the east side of North Main Street since 2006 to create a larger, developable area for a housing and/or a mixed-use development. The RDA-owned parcels are included in a Qualified Census Tract (QCT) area which was designated by the Department of Housing and Urban Development (HUD) for 2023. The designation indicates that 50% of the households have incomes below 60% of the Area Median Gross Income or have a poverty rate of 25% or more. The block is also included in the City of Oshkosh's Near East Neighborhood Redevelopment District. The RDA approved a request for proposal (RFP) to be sent out in the spring of 2023 and one proposal was received from Commonwealth Development Corporation of America (Commonwealth). The RDA approved a Land Option for Commonwealth's proposed mixed-use development during their July 19, 2023 meeting.

The Oshkosh Common Council approved a Term Sheet (Resolution #23-645) with Commonwealth Development Corporation of America on December 12, 2023 for the redevelopment of the area. One of the key terms of the Term Sheet stated a formal Development Agreement is to be executed once the project is finalized.

ANALYSIS

The development will create a mixed-use building with 55-units comprised of affordable, workforce, and market-rate apartments with one-, two-, and three-bedroom units serving households ranging from 30% to 80% of the Area Median Income (AMI). Along North Main Street, there will be first floor commercial including a multi-shift childcare center which is designed to serve households below 60% AMI with housing on the upper levels. Along Jefferson Street, townhomes will be constructed and will mirror the elevations of the existing homes on the street.

This proposed development addresses the needs of multiple community deficiencies including the addition of HUD-designated Extremely Low Income, Very Low Income, Low Income, and Workforce affordable housing units which will provide safe housing options for residents in these income tiers. The developer is also proposing to collaborate with a daycare provider to offer a multi-shift daycare facility, which does not currently exist within the city of Oshkosh. The proposed project will implement the city's strategic plan and the Housing Plan by offering low-income and workforce-affordable units and offer a solution to remove workforce barriers for those looking for childcare.

Staff is proposing that Council approve a formal Development Agreement to be executed between the City, the Developer, and Wisconsin Partnership for Housing Development, Inc. The Developer requested that the Wisconsin Partnership for Housing Development, Inc. be a party to the agreement because they will be a financial partner for the development. City Staff found no issue with the request. City staff identified available funds from multiple city resources with funds set aside to facilitate housing and redevelopment projects. These funds will be utilized to provide the gap financing assistance instead of creating a Tax Incremental District to help fund the gap. This will allow new value of the development to be added to the city's tax base immediately after construction is completed. Staff anticipates that the annual taxes collected will offset the city's financial contribution quicker than a 27-year tax incremental district.

Key elements to the Development Agreement are:

1. The RDA will sell the property for $1.00, with property closing required by August 1, 2025.
2. The City will provide $1,037,500 of gap financing support to the developer which will be reimbursed once the costs are incurred and paid by the developer. These will be verified by the City to ensure that incurred costs are from the project. The funds have been identified from different accounts that assist with housing development.
3. The Developer was awarded Wisconsin Housing and Economic Development Authority ("WHEDA") Low Income Housing Tax Credits ("LIHTC") and State of Wisconsin Housing Tax Credits ("SHTC") as a portion of the capital necessary to redevelop the Property application and will start construction in 2025.
4. The City will provide $354,900 of ARPA funding to create a non-profit youth learning and development center that addresses the need for affordable childcare that serves both first- and second-shift working families.
5. The City has submitted an application to the Wisconsin Economic Development Corporation ("WEDC") for a $250,000 grant under its Community Development Investment ("CDI") Grant Program, the proceeds of which the City will provide to the Developer upon reimbursement requests that are verified by the City, to assist with costs associated with the redevelopment of the Property.
6. The Developer will be investing $19,291,481 in the project.
7. The project is set to be completed by December 31, 2026.

FISCAL IMPACT

The parcels that the project is proposed to be constructed on are currently owned by the RDA making them tax exempt but the proposed development will convert the parcels to taxable. The developer is proposing to invest $19.2 million in the project. The city will provide its $1,037,500 in financial assistance for low-income housing through funds currently available in the Neighborhood Improvement Program; Blight Removal Program; and its Housing Study Implementation Fund.

RECOMMENDATION

The City Council approves the development agreement and authorizes staff to execute the development agreement.

Attachments

RES 24-680
The Corridor PowerPoint
The Corridor Development LLC DA

12/10/2024	24-680	RESOLUTION
CARRIED	7-0	

PURPOSE: AMEND RESOLUTION 24-413 GRANTING ARPA FUNDING FOR DEVELOPMENT OF A MULTI-SHIFT CHILD DAYCARE FACILITY, APPROVE CITY GRANT APPLICATION TO WEDC, AND APPROVE CITY-FUNDED DEVELOPMENT GRANT AND DEVELOPMENT AGREEMENT WITH THE CORRIDOR DEVELOPMENT, LLC AND WISCONSIN PARTNERSHIP FOR HOUSING DEVELOPMENT, INC. ALL IN RELATION TO THE CORRIDOR DEVELOPMENT TO BE LOCATED IN THE 600 BLOCKS OF JEFFERSON AVENUE AND NORTH MAIN STREET

INITIATED BY: COMMUNITY DEVELOPMENT

WHEREAS, the Oshkosh Common Council approved a Term Sheet (Resolution #23-645) with Commonwealth Development Corporation of America on December 12, 2023 for the redevelopment of the area. One of the key terms of the Term Sheet stated a formal Development Agreement is to be executed once the project is finalized; and

WHEREAS, previously approved Council Resolution 24-113 granting ARPA funding of a multi-shift child daycare facility needs amendment due to the addition of Wisconsin Partnership for Housing Development's assistance in administering the ARPA funds; and

WHEREAS, the proposed project will implement the city's strategic plan and the Housing Study by offering low-income and workforce-affordable units and offer a solution to remove workforce barriers for those looking for childcare; 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 with The Corridor Development LLC and the Wisconsin Partnership for Housing Development for the redevelopment of properties along the west side of the 600 block of Jefferson Street and the east side of North Main Street, 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.

The Corridor

656 N. Main Street, Oshkosh

Mixed-Use Development

June 18, 2024



Development Team



- Established 2001
- Headquartered in **Fond du Lac, WI**
- National presence in **20 states**:
  - ✓ More than **100 completed projects**
  - ✓ More than **5800 affordable housing units created**
- One of the nation's largest Majority **Woman-Owned** Affordable Housing Developers
- Leading national producer of affordable housing (Affordable Housing Magazine)
  (7th in 2018, 11th in 2019, 12th in 2020, 9th in 2021, 12th in 2022)
- 2020 Best US Affordable Housing Developer (BUILD Magazine)

- **Co-Developer**, joining The Corridor as part of WHEDA's Emerging Developer Initiative
- Based in Milwaukee, WI

Development Team Members



Tyler Sheeran
Vice President of Development – Midwest
Commonwealth Development Corp.



Justin R. Mitchell
Senior Development Project Manager
Commonwealth Development Corp.



Dan Kroetz
Senior Vice President of Development
Commonwealth Development Corp.



Sam Warshauer
Development Associate
Commonwealth Development Corp.



Lucus Petrie
Architect – Director of Project Management
M+A Design, Inc



Mary Martin
Architect – Design Manager
M+A Design, Inc



David Juniel
Principal / Co-Developer
Wire Capital Group



Eric McClyman
Director of Preconstruction
Commonwealth Construction

Project Location

600 Blocks of N. Main & Jefferson in Downtown Oshkosh



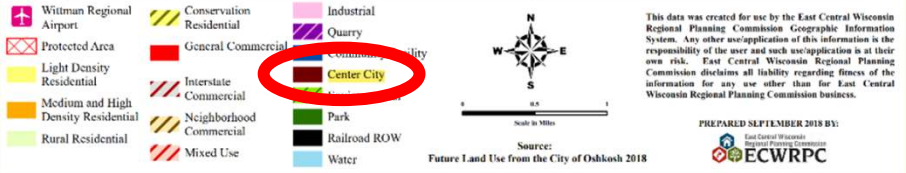
Proposed Site Plan, subject to change

- "The City should continue to encourage high-density mixed-use development" and "should support redevelopment of underutilized properties"
  -Imagine Oshkosh

- Located within the Center City Land Use Area, recommended medium and high-density residential housing with multi-story developments and the highest allowable densities.
  - 2040 Future Land Use Plan



Map 4-3B: City of Oshkosh Comprehensive Plan Update Year 2040 Future Land Use



Source:
Future Land Use from the City of Oshkosh 2018

Neighborhood



Parks & Recreation (miles)

- Middle Village Park (0.2)
- William Waters Plaza (0.4)
- Opera House Square (0.4)
- Oshkosh Rec Dept (0.4)
- Grand Opera House (0.5)
- Roe Park (0.5)
- Riverside Park (0.7)
- Oshkosh River Walk (0.7)
- Leach Amphitheater (0.8)
- East Hall Park (0.8)
- Menominee Park & Zoo (0.9)

Education

- Vel Phillips Middle (0.7)
- UW Oshkosh (0.8)
- Webster Stanley Elementary (1.0)
- Fox Valley Tech (1.5)

Services and Amenities

- Oshkosh Farmers Market (0.1)
- Wagner Market (0.2)
- Public Library (0.4)
- City Hall (0.4)
- Beck's Market (0.4)
- Boys & Girls Club (0.5)
- Downtown YMCA (0.5)
- County Human Services (0.5)
- Workforce Development (0.5)
- Disability Resource Center (0.5)
- Aurora Clinic & Pharmacy (0.6)
- US Postal Service (0.6)
- County Health Dept (0.6)
- Downtown Transit Station (0.6)
- Oshkosh Food Co-op (0.6)
- Pick n Save (1.5)

Transportation

- Paved Sidewalk Access (<0.1)
- Irving St Bike Lane (0.1)
- N. Main St Bike Lane (0.1)
- Main / Irving Bus Stop (0.1)
- Main / Parkway Bus Stop (0.1)
- Division St Bike Lan (0.2)
- Go Transit Downtown Station (0.6)

Naming The Corridor



Oshkosh Downtown Design and Development Plan — Downtown Action Plan
10 October 2000

3.7 Citywide Framework

N. Main Street: This corridor is the heart of the historic downtown. Development and redevelopment efforts should be prioritized here to encourage spin-off economic activity on adjacent properties.



Citywide Framework Diagram

- Based upon the October 2000 Oshkosh Downtown Action Plan
- The name celebrates its location along the **key north corridor to Downtown Oshkosh**

Project Concept





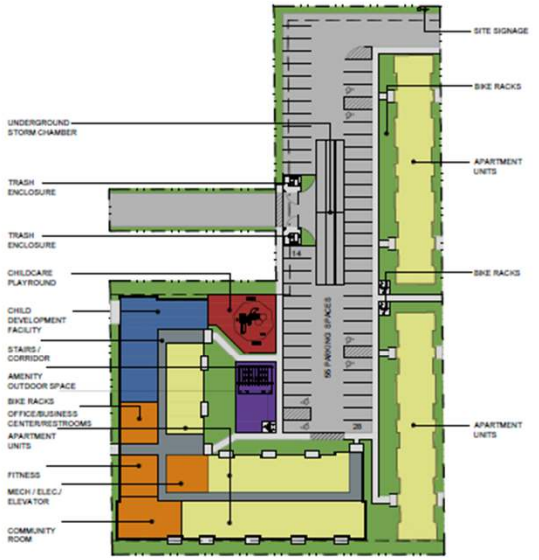


- 55 Total Rental Units:
  - Two 8-unit townhome buildings (2-story) along Jefferson
  - One 39-unit apartment building (3-story) along Main
- Mix of one-, two- and three- bedroom units
- Resident community room, exercise facility, business center, leasing office, picnic area
- First floor Main Street commercial space proposed as 2-shift childcare center

Preliminary Site Plan



PRELIMINARY
SITE PLAN



1 BED: 15
2 BED: 23
3 BED: 17
TOTAL: 55

1ST
FLOOR PLAN

	DESIGNATED USE	S.F.
	APARTMENT UNITS	54,687 S.F.
	CHILD DAYCARE FACILITY	2,922 S.F.
	APARTMENT AMENITY SPACES	5,523 S.F.
	STAIRS AND CORRIDORS	7,903 S.F.
	CHILD DAYCARE PLAYGROUND	1,760 S.F.
	APARTMENT OUTDOOR COURTYARD	1,514 S.F.
	ASPHALT	23,180 S.F.
	CONCRETE	5,240 S.F.
	GREEN/LANDSCAPING (EXCLD. ALL OTHER USES)	16,496 S.F.
	PROPOSED BUILDING (FOOTPRINT ONLY)	26,780 S.F.

Elevations: Main Street



Elevations: Townhomes



BUILDING #2 & #3
8-UNIT TOWNHOMES

Unit Mix



Population	Bedroom #	Number of Units	Gross Rents
30% AMI	1	5	506
	2	7	607
	3	6	702
50% AMI	1	5	843
	2	4	1012
	3	3	1170
80% AMI	1	5	1214
	2	12	1457
	3	8	1685

Rents and unit mix subject to change

Designated Use	Sq.Ft.
Apartment Units	54,687
Resident Amenities	5,523
Stairs/Hallway	7,903
Childcare Center	2,922
Childcare Playground	1,760
Outdoor Courtyard	1,514
Lawn / Landscaping	16,456
Total Building SF	71,035
Total Greenspace SF	19,730

Sq. Ft. subject to change

Accomplishing Local Goals

Ensures a **range of family sizes and life stages** are able to benefit from the development, including mid-sized families in need of rental housing with more than two bedrooms.

Incorporates a **mix of incomes** into new developments while achieving a higher density in the downtown neighborhood and meeting a city priority for **in-fill development**.

-2021 City of Oshkosh Housing Study goals

Who Will Live at The Corridor

Households living at The Corridor will have annual incomes ranging between **30**% and **80**% of Area Median Income (**AMI**).

$20,790. This is the low-end of household annual income, providing affordable housing in a **1-bedroom unit** to a single adult a **30% AMI household**.

$85,520. Here is the high-end of household annual income, providing affordable housing in a **3-bedroom unit** to an **80% AMI household**.

Who earns between $20,790 and $85,520 in Oshkosh, WI?

Firefighter/Paramedic @ Oshkosh Fire Dept $52,885
Communications Mgr @ Win. Literacy Council $38,000
Customer Service Rep @ Energy Services $35,360
Weatherization Specialist @ ADVOCAP $27,404
Assembler @ Oshkosh Defense $52,000
School Secretary @ OASD $31,341

Volunteer Coordinator @ Osh. Humane Society $25,600
Food Services @ UW Oshkosh Head Start $32,864
Kitchen Helper @ Eden Meadows Home $29,120
Sales Associate @ Oshkosh Food Co-op $24,960
Visitor Services @ Oshkosh Public Museum $30,140
Machine Operator @ 4Imprint $40,560

Positions and pay based upon Indeed.com job postings 6/17/2024, at FT full year wages

Enhancing The Neighborhood

- **Green Building Certifications:**
  - Wisconsin Green-Built Home Multi-family
  - ENERGY STAR New Homes
- **Attractive Setting:**
  - Outdoor courtyard with recreation space
  - Extensive tree & shrubbery plantings
- **Strategic Design:**
  - Onsite underground stormwater management
  - Interior site rear façade parking
  - Accessible walkways, parking and site amenities
  - Concealed waste receptacles
  - Modern site lighting
  - First floor Main Street Commercial appearance with Childcare, Leasing Office, and resident amenities
  - Residential design consistency along Jefferson



Proposed Site Plan, subject to change

Childcare





OSHKOSH CHILD DEVELOPMENT CENTER

- Proposed two-shift childcare center with operations from 5:30am – 11:30pm
- Operated by local nonprofit Oshkosh Child Development Center
- Serving ages six-weeks to 12 years
- ADA accessible, WDCF-licensed group childcare facility
- Onsite outdoor recreation / playground space
- Open to general public, with priority given to residents of The Corridor
- Total number of students TBD, estimated 50-75 per shift
- Offering supportive family services

Costs and Timeline

- Total Development Cost: **$19,288,903**
- Development Schedule:
  - Complete RDA RFP / Execute Site Control Agreement ***completed***
  - Finalize site zoning ***completed***
  - Secure LIHTC award and equity investor ***completed***
  - **April – August 2024:** Site due diligence *in progress*
  - **June – August 2024:** Public Engagement / Feedback
  - **June – November 2024**: Municipal Plan Review and Permit Approval *in progress*
  - **December 2024**: Close on land and financing
  - **December 2024**: **Begin Construction**
  - **December 2024 – April 2026**: Construction Period
  - **January – August 2026: Engage in lease-up activity**

Contact

THANK YOU

On Behalf of Commonwealth Development Corporation, thank you for your time and support of The Corridor. We look forward to bringing this new affordable housing and childcare center development to the City of Oshkosh.

For questions or more information, please contact:

Tyler Sheeran
VP Development
608.556.2939
t.sheeran@commonwealthco.net

Justin Mitchell
Sr. Project Mgr
920.410.6180
j.mitchell@commonwealthco.net

DEVELOPMENT AGREEMENT

Document Number **Document Title**

Between CITY OF OSHKOSH, a Wisconsin municipal corporation (the "City"), the REDEVELOPMENT AUTHORITY OF THE CITY OF OSHKOSH, WISCONSIN (the "RDA") THE CORRIDOR DEVELOPMENT, LLC, a Wisconsin limited liability company ("the "Developer"), and THE WISCONSIN PARTNERSHIP FOR HOUSING DEVELOPMENT, INC. ("WPHD") .

Recording Area

Name and Return Address

City Attorney's Office
PO Box 1130
Oshkosh, WI 54903-1130

With respect to the property generally located along the 600 blocks of Jefferson Avenue and North Main Street and designated as parcel numbers: 90402300000, 90402260000, 90402240000,90402230000, 90402370000, 90402360000, 90402340000, 90402330000, 90402320000, 90402310000, 90402280000, 90402250000.

LEGAL DESCRIPTION

Lot 1 of CERTIFIED SURVEY MAP NO. 8195 recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on November 07, 2024, as Document No. 1933802, said Certified Survey Map being a redivision of all of Lot 3 and part of Lots 5, 6, 7, and 8 of Block 72 in the Fourth Ward Per Leach's Map of 1894 and all of Lots 1 and 2 of Certified Survey Map No. 5872 as recorded in Document No. 1394260, all Located in the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 18 North, Range 16 East, City of Oshkosh, Winnebago County, Wisconsin.

DEVELOPMENT AGREEMENT

MIXED USE DEVELOPMENT
600 BLOCKS OF JEFFERSON AVENUE AND NORTH MAIN STREET
THE CORRIDOR DEVELOPMENT, LLC

This Development Agreement (the "Agreement") is made this 11th day of December, 2024 (the "Effective Date"), by and among the CITY OF OSHKOSH, WISCONSIN, a Wisconsin municipal corporation (the "City"), the REDEVELOPMENT AUTHORITY OF THE CITY OF OSHKOSH, WISCONSIN (the "RDA,"), THE CORRIDOR DEVELOPMENT, LLC, a Wisconsin limited liability company (the "Developer") and THE WISCONSIN PARTNERSHIP FOR HOUSING DEVELOPMENT, INC. ("WPHD").

RECITALS

WHEREAS, the RDA acquired various parcels located in the 600 blocks of Jefferson Avenue and North Main Street in the City of Oshkosh as legally described on Exhibit B attached hereto (the "Property"); and

WHEREAS, the RDA solicited proposals for the redevelopment of the Property to include workforce affordable and low-income housing options for City residents in furtherance of the 2022 Housing Study adopted by the City Council with Resolution #22-134 on March 22, 2022; and

WHEREAS, Developer submitted a proposal to develop and construct on the Property, a project consisting of 55-units of low-income and workforce housing and a two-shift daycare (the "Daycare Center") with surface parking lots, other infrastructure, and site improvements, all in furtherance of achieving implementation goals of the 2022 Housing Study, including the provision of multi-shift daycare services to remove barriers for residents in the workforce; and

WHEREAS, WPHD is a nonprofit corporation that was formed, in part, to foster the development of affordable housing such as the Project. Developer desires to assist WPHD in the furtherance of its charitable purposes and has requested WPHD to participate in the development of the Project; and

WHEREAS, Developer has represented that it is unable to undertake the Project (as described in the Recitals and as defined below) as proposed without additional funding to support the construction and maintenance of the Project as workforce and low-income housing, to support the Daycare Center and to address potential environmental issues in relation to the Project and City and RDA staff has been working with the Developer to identify potential funding sources to support the proposed Project; and

WHEREAS, the Wisconsin Housing and Economic Development Authority ("WHEDA") is providing Low Income Housing Tax Credits ("LIHTC") and State of Wisconsin Housing Tax Credits ("SHTC") as a portion of the capital necessary to redevelop the Property; and

WHEREAS, the RDA approved sale of the Property to Developer, contingent upon entry into an appropriate Development Agreement by passing Resolution 23-09 on July 19, 2023; and

WHEREAS, the Common Council of the City approved rezoning of the Property with Ordinance #23-568 on November 14, 2023 and with Ordinance #24-436 on July 23, 2024 and approved a General Development Plan and Specific Implementation Plan for the Project on September 24, 2024 by Resolution #24-530; and

WHEREAS, on July 9, 2024, the Common Council of the City approved Resolution 24-413, awarding a $354,900 American Rescue Plan Act ("ARPA") funds to Developer for the Project which Resolution was amended upon Approval of this Development Agreement to provide that the City will grant the ARPA funds to WPHD and WPHD will subsequently loan the ARPA funds to Developer; and

WHEREAS, in addition to the ARPA funds and WHEDA LIHTC and SHTC, Developer requests additional City financial support for the Project in the form of a $1,037,500, development assistance grant from the City which City will grant to WPHD and WPHD will subsequently loan to Developer; and

WHEREAS, the Developer has requested additional financial support for the Project and the City finds it is desirable for the City to prepare and submit an application to the Wisconsin Economic Development Corporation ("WEDC") for a grant under its Community Development Investment ("CDI") Grant Program, the proceeds of which City will grant to WPHD and WPHD will subsequently loan to Developer, to assist with certain of the extraordinary costs associated with the redevelopment of the Property; and

WHEREAS, based upon the City's and RDA's desire to redevelop the Property and to obtain the economic benefits to be generated from the Project, the City, RDA Developer and WPHD wish to enter into this Agreement for the purchase and development by Developer of the Property and the provision of financial assistance to the Project by the City and RDA, all as more particularly described below.

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. Affiliate. "Affiliate" means any entity which is, directly or indirectly, majority owned and controlled by, in control of, or under common control with Developer as of the Effective Date.

B. Agreement. "Agreement" means this document and all of its component parts and exhibits.

C. Completion Date. "Completion Date" shall mean December 31, 2026.

D. Effective Date. "Effective Date" means the date specified in the first paragraph to this Agreement and the date on which this Agreement shall be effective and enforceable as to the rights and obligations of both parties hereto.

E. Project. "Project" means development on the Property of a mixed use, 55-unit affordable housing project with one-, two-, and three-bedroom units serving households at 30%-80% Area Median Income (AMI) which includes a multi-shift childcare center as approved by the Common Council on September 24, 2024 by Resolution #24-530. The Project will also include an open integrated community space, landscaping, streetscaping, and other property improvements.

F. Project Costs. "Project Costs" means the total of all hard costs and soft costs of acquiring, developing 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, 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, including without limitation, any development fees payable in connection therewith. Developer's initial estimate of Project Costs, in the amount of [$15,813,740] is attached hereto as Exhibit C.

G. Property. The "Property" means the real property more particularly described in Exhibit B attached hereto.

H. Site Plan. "Site Plan" means a scaled drawing that shows the existing and proposed conditions of the Property, including its proposed development and is incorporated into Exhibit A.

I. Term. The term of this Agreement shall begin as of the Effective Date and shall continue until December 31, 2027, unless terminated earlier in accordance with the Agreement.

II. REPRESENTATIONS OF DEVELOPER AND WPHD

A. The Developer hereby warrants, represents, and covenants to the City and RDA:

1. Developer is a duly organized and existing limited liability company 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 the Developer and constitute the legal, valid, and binding agreements and obligations of the Developer, enforceable against the 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 the Developer, pending or threatened against the Developer or the Project that may in any material way jeopardize the ability of Developer to perform its obligations hereunder.

4. Prior to the Closing Date (as defined herein), Developer shall demonstrate that it has sufficient funds through equity and debt financing sources to construct, operate, maintain, and fulfill the Project.

5. Prior to the Closing Date, Developer shall provide: (i) a certificate of good standing/current status issued by the appropriate government agency of the state of the 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 the Developer stating who is authorized to sign on behalf of Developer and that the 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 acknowledges and agrees that each of the City and RDA has not made, and specifically disclaims, any representations, warranties or covenants of any kind, oral or written, express or implied, as to tax consequences, physical or environmental condition, valuation, or profitability of the Project. Developer is an experienced purchaser of property and has made or will do its own independent investigation and due diligence with regard to the Property.

7. Developer shall remain the owner of the Project through the Completion Date. Notwithstanding the foregoing, no consent shall be required for a transfer of the Property pursuant to any foreclosure proceedings or a transfer by deed (or other instrument of conveyance) in lieu of any such foreclosure to any Mortgage Lender (as defined below), or thereafter by such Mortgage Lender to a third party.

B. WPHD hereby warrants, represents, and covenants to the City and RDA:

1. WPHD is a duly incorporated and existing nonstock corporation 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 WPHD, and no other or further acts or proceedings of WPHD or its directors 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 the WPHD and constitute the legal, valid, and binding agreements and obligations of the WPHD, enforceable against WPHD 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 WPHD, pending or threatened against WPHD that may in any material way jeopardize the ability of WPHD to perform its obligations hereunder

III. OBLIGATIONS OF DEVELOPER

A. Development Requirements. The 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.

B. Acquisition and Construction Submittals and Approvals. Developer shall comply with the following schedule for pre-acquisition, acquisition and construction submittals and approvals:

1. Access and Drainage Easement. At Closing, Developer shall grant an easement for stormwater drainage and pedestrian and vehicular access over those portions of the Property generally identified as "Proposed Cross Access Easement" on Certified Survey Map No. 8195 benefitting the property located at 664 North Main Street and designated as Parcel No. 90402290000.

2. Acquisition. On or before August 1, 2025 (the "Closing Date"), subject to the terms and conditions in this Agreement, Developer agrees to acquire the Property from the RDA pursuant to the provisions of Article VI of this Agreement.

3. Commencement of Construction. Developer shall commence construction of the Project within 90 days of Closing. For purposes of this Agreement, Commencement of Construction shall mean the start of site improvements such as site grading and construction fencing.

4. Completion of Construction. Developer shall diligently pursue completion of construction of the Project in accordance with City-approved plans (the "Project Plans"), all applicable state statutes and local ordinances including Resolution #24-530 referenced above. Construction shall be completed no later than December 31, 2026 (the "Completion Date"). For purposes of this Agreement, Completion shall mean issuance of occupancy permits, including temporary occupancy permits, by the City for all of the residential units and the Daycare Center.

5. Developer's Obligations to commence and complete construction are subject to Developer's timely receipt of all approvals, licenses and permits necessary for the Project; however, Developer's delay in applying or submitting information necessary for such approval shall not relieve Developer of the obligations to timely commence and complete construction.

C. Construction. The construction and maintenance of the Project will be in conformance and compliance with, all applicable federal, state, local and other laws, rules, regulations and

ordinances, including without limitation, all zoning and land division laws, rules, regulations, and ordinances, all building codes and ordinances of the City, and all environmental laws, rules, regulations, and ordinances. All permits, approvals and licenses that may be required by any governmental authority or nongovernmental entity in connection with the development, construction, management and operation of the Project shall be obtained when and as required and remain in effect at all times thereafter.

The Project shall be constructed and maintained in a good and workmanlike manner and in accordance with the Project Plans and will promptly correct any defects, structural or otherwise, in any construction or deviations from the Project Plans. Construction of the Project shall be completed free of all monetary liens except for any liens granted to lenders providing financing for the Project.

D. Utilities. Developer shall be responsible for installation and connection of all sanitary, storm and water laterals from the Property to public infrastructure.

E. Grading and Drainage Plans. Developer shall prepare a grading and drainage plan for the Property which shall show all drainage features and lot line grades and shall comply with the City of Oshkosh Storm Water Ordinance and be approved by the City of Oshkosh Department of Public Works. The plan may include a Storm Water Management Plan, grading and drainage plans, and operating and maintenance agreements as may be required by the Department of Public Works.

F. 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, and labor on-site management of Hazardous Substances, all costs of obtaining case closure with respect to any existing environmental conditions, and otherwise complying with all continuing obligations which may be imposed in connection with any such 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.

G. Tax Exemption Forbearance. Developer agrees that, for the term of this Agreement, 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 or the applicable Developer Affiliate entering 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.

IV. REPRESENTATIONS OF THE CITY AND RDA

A. The City and RDA hereby warrant and represent to the Developer:

1. The Property is zoned appropriately for the Project.

2. The City has approved the Specific Implementation Plan submitted by the Developer by Resolution 24-530 on September 24, 2024.

3. 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 RDA, and no other or further acts or proceedings of the City or RDA or their officials 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 the City and RDA, as applicable, and constitute the legal, valid, and binding agreement and obligation of the City and RDA, enforceable against the City and RDA 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.

4. To the City's and RDA's knowledge there are no wells or sewage treatment systems located on any portion of the Property.

5. There are no leases or tenancies with respect to the Property. To the City's and RDA's knowledge, there are no unrecorded agreements or other interests in the Property. RDA shall cause any service contracts which affect the Property to be terminated prior to Closing.

6. No special assessments or other charges of any kind have been levied or are outstanding against the Property as of the Effective Date.

V. OBLIGATIONS OF THE CITY AND RDA

A. The City and/or RDA, as applicable, shall:

1. The RDA shall convey the Property to Developer pursuant to Article VI of this Agreement.

2. The City shall provide the Development Assistance Grant to WPHD pursuant to Article VII of this Agreement for the purpose of WPHD loaning the proceeds of the Development Assistance Grant to Developer for Developer's use in connection with the Project.

3. The City shall provide the ARPA Grant to WPHD pursuant to Article VIII of this Agreement for the purpose of WPHD loaning the proceeds of the ARPA Grant to Developer for Developer's use in connection with the Project.

4. The City shall apply for a CDI Grant pursuant to Article IX of this Agreement and if received, provide the CDI Grant to WPHD for the purpose of WPHD loaning the proceeds of the CDI Grant to Developer for Developer's use in connection with the Project.

B. The City and RDA agree to reasonably cooperate with Developer regarding future extensions requested by the Developer to the overall Project schedule due to factors outside of the Developer's control, including, but not limited to, acts of God, government shutdowns, pandemics, and economic recession.

C. 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 the 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 below.

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.

VI. CONVEYANCE OF PROPERTY.

A. Conveyance of Property to Developer. Subject to compliance with the terms of this Agreement and the satisfaction of the conditions precedent set forth in this Agreement, the RDA agrees to sell the Property to Developer and Developer agrees to acquire the Property. The conveyance of the Property shall include all easements, reciprocal easement agreements and all other property rights, whether or not of record, appurtenant to the Property and the use of all rights-of-way (including public and private vehicular and pedestrian rights-of-way), if any, abutting, adjacent, contiguous to or adjoining the Property.

B. Purchase Price. The purchase price for the Property shall be one and no/100 dollars ($1.00) and other good and valuable consideration as identified in this Agreement.

C. Financing. On or before ten (10) business days prior to the Closing (as defined below), Developer shall provide to the City and RDA proof that Developer has secured funding or financing, or commitments therefor, that is sufficient for the purpose of acquiring and completing construction of the Project.

D. Title Insurance. Developer has obtained (i) a title commitment (the "Commitment") issued by First American Title Insurance Company, 25 West Main Street, Suite 400 Madison, Wisconsin ("Title Company") covering the Property and showing title in fee simple vested in RDA, and (ii) true, correct and complete copies of all documents described in the Commitment. At or prior to Closing, RDA shall cause Title Company to provide a so-called "marked-up" Commitment to issue an owner's policy of title insurance ("Title Policy") which shall: (a) be in the amount of the purchase price; (b) name Developer as the proposed insured; (c) include a commitment for extended coverage over all of the general exceptions (except Developer shall be responsible for obtaining any survey required to delete any general exception); and (d) insure title to the Property in Developer subject only to the Permitted Exceptions. Any loan policy premiums, additional provisions for extended coverage, affirmative endorsements, or coverages in excess of the Purchase Price shall be at Developer's sole cost.

Developer shall have until the Due Diligence Deadline (as defined herein) to notify City and RDA in writing (the "Objection Notice") which of the liens, encumbrances and other matters described in the Commitment that Developer agrees to accept (the "Permitted Exceptions") and which are unacceptable (the "Unpermitted Matters").

RDA shall then have thirty (30) days from receipt of the Objection Notice (the "Response Period") to remove such Unpermitted Matters or remedy same in a manner satisfactory to Developer, in its sole and absolute discretion. If RDA is unable or unwilling to remove any such Unpermitted Matters or remedy same in a manner satisfactory to Developer, in Developer's sole and absolute discretion, Developer shall have the option of either (A) proceeding with this Agreement, in which event Developer shall be deemed to have waived any Unpermitted Matters not remedied by RDA and they shall be deemed Permitted Exceptions, provided that RDA must cure at Closing all liens and encumbrances of a definite or ascertainable amount, or (B) terminating this Agreement, in which event neither party shall have any further obligations or liabilities hereunder. Notwithstanding the foregoing, neither liens and encumbrances of a definite or ascertainable amount nor any of the general exceptions to the Commitment shall be deemed Permitted Exceptions and RDA shall cause the same to be removed prior to Closing in accordance with the terms of this Agreement (except Developer shall be responsible for obtaining any survey required to delete any general exception).

Developer shall exercise one of its options set forth in clause (A) or (B) above by providing written notice thereof to RDA within five (5) business days of the expiration of the Response Period and, if Developer fails to provide such notice within such time, then Developer shall be deemed to have elected to proceed in accordance with clause (A).

E. Title and Deed**.** RDA shall deliver to Developer at Closing a warranty deed conveying title to the Property to Developer in fee simple, free and clear of all liens, encumbrances and rights of others, except the Permitted Exceptions (as defined above).

F. Closing**.**

1. Closing Date(s). The sale of the Property to Developer (the "Closing") shall be consummated on or before the date set forth in Article III (the "Closing Date").

2. Closing Documents.

   a. In addition to the Title Policy, RDA shall deliver to Developer at Closing the following, all in a form and substance reasonably acceptable to Developer:

      i. A warranty deed conveying to Developer fee simple title to the Property, together with all easements and other appurtenances thereto subject only to the Permitted Exceptions, applicable building and zoning regulations, real estate taxes for the year of Closing (if any), and all matters which would appear on a current and accurate survey of the Property (unless Developer causes a survey to be performed and certified to the Title Company).

      ii. Such other documents and instruments as may be required to transfer RDA's interest in the Property to Developer, including, without limitation, (A) a general assignment of all property, rights and interests constituting the Property that are not covered by the instruments described Section 2(a)(i) above (including all warranties, licenses and permits benefiting the Property, or any part thereof), and (B) any consents from third parties that are required to properly and legally effect the transfer of the various rights, titles and interests contemplated hereunder;

      iii. A FIRPTA Affidavit from RDA certifying that RDA is not a "foreign person," "foreign estate," "foreign corporation" or "foreign partnership" or any other foreign entity as such terms are defined in Section 1445 of the Internal Revenue Code and the income tax regulations promulgated thereunder;

      iv. An owner's affidavit in form sufficient and acceptable to the Title Company so as to allow it to eliminate the standard printed exception relating to mechanic's liens and parties in possession from the Commitment and Title Policy; and

      v. Such other documents as reasonably may be required by Developer or the Title Company to consummate the transactions contemplated by this Agreement.

   b. Developer shall deliver to RDA at Closing the Purchase Price, plus or minus prorations, together with any and all such documents as are reasonably required by the Title Company to issue the Title Policy and close the purchase by Developer of the Property.

c. RDA and Developer shall jointly deliver (i) signed copies of a closing statement and (ii) all required real estate transfer tax declarations, returns or affidavits.

3. Prorations.

a. Real Estate Taxes and Assessments. All real estate taxes and assessments, if any, levied or assessed on or against the Property shall be prorated on an accrual basis as of the Closing Date.

b. Operating and Utility Costs. Any operating and utility costs accrued up to but not including the Closing Date shall be paid by RDA. Any such expenses which are prepaid as of the Closing Date shall be credited to RDA. Developer shall be responsible to pay such expenses accruing from and subsequent to the Closing Date. Any expenses that have accrued up to the Closing Date but have not been billed to or paid by RDA as of the Closing Date shall, to the extent possible, be paid by RDA (with such payment evidenced to Developer) at the time of Closing, or, if not so payable, at Developer's option, shall be credited to Developer, provided that such credit shall not release RDA of the obligation to make full payment if the credit is insufficient for any reason.

c. Miscellaneous. All other items which are customarily prorated in transactions similar to the transaction contemplated hereunder and which are not otherwise addressed in this Agreement, will be prorated as of the Closing Date.

d. Possession. Exclusive possession of the Property shall be given by RDA to Developer at the time of Closing. Except as specifically set forth herein, Developer shall accept the Property in the condition that the Property is in on the Effective Date.

e. Closing Costs. Developer shall pay the following expenses incurred in connection with the transactions described herein: (i) one-half of all escrow and closing fees charged by the Title Company; (ii) the fee for the recording of the deed and any mortgage(s); (iii) Developer's legal fees and expenses; (iv) any survey costs initiated by Developer; and (v) the cost of any requested or required loan policy, extended or excess coverage or title insurance endorsements. RDA shall pay (i) the costs of the Commitment, premium for the Title Policy (except for costs which are the responsibility of the Developer above or for any premiums attributable to any insurance exceeding the purchase price which is requested by Developer), and the cost of removing all Unpermitted Matters from title; (ii) one-half of all escrow and closing fees charged by the Title Company; (iii) RDA's legal fees and expenses; and (iv) all real estate transfer taxes.

f. Real Estate Commissions. Each party represents and warrants to the other that no person or entity acting as real estate broker, finder or real estate agent brought about this Agreement on its behalf. Each party agrees to and does hereby indemnify the other from all loss, damage, cost, or expense (including attorneys' fees) that the indemnified party may suffer as a result of any claim or action brought by any

person or entity acting or allegedly acting on behalf of the other party in connection with this transaction.

G. As-Is Condition. Except as specifically set forth within this Agreement, Developer shall accept the Property at Closing in its then "AS-IS, WHERE IS" condition with all faults, and Developer shall be deemed to have released and discharged City and RDA from any and all claims or causes of action relating to the Property.

Developer acknowledges that it will have had adequate opportunity to inspect the Property, observe its physical condition and conduct such investigations and studies on or over the Property as it deems necessary, and hereby waives any and all objections to or complaints regarding the Property and its condition. Developer further assumes the risk of changes in applicable law and regulations relating to past, present or future environmental conditions of the Property and the risk that adverse physical characteristics and conditions, including the presence of hazardous materials or other contaminants, may not have been revealed by its investigations.

H. Survival. The provisions of this Agreement shall not be merged into any deed or other document, and shall survive Closing.

VII. CITY CONTRIBUTION - DEVELOPMENT ASSISTANCE GRANT

A. City Contribution. To assist the Developer with the Project, the City shall make a development assistance grant to WPHD in an amount of up to one million thirty-seven thousand five hundred and no/100 dollars ($1,037,500.00) (the "Development Assistance Grant") on the conditions that WPHD loan the proceeds of the Development Assistance Grant to Developer for Developer's use in connection with Project and all terms and conditions set forth in this Agreement are met. Payment of the Development Assistance Grant shall be done on the basis of disbursement requests as provided in this Article.

B. Disbursement Requests. Disbursements of the Development Assistance Grant may be requested to reimburse Developer for Project Costs incurred in connection with the Project. Disbursement requests shall be made no more than monthly. All disbursement requests must be submitted to the City with proper documentation outlined in Section VII.C below. The City agrees to respond to all disbursement requests in a reasonable timely manner, not to exceed fifteen (15) business days, after the appropriate receipts and/or paid invoices are submitted.

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 disbursement request to the City promptly. Each submission shall be on the form attached hereto as Exhibit D and shall include evidence of payment of all invoices for which reimbursement is sought or invoices for costs to be paid with the current disbursement, together with copies of lien

waivers from each contractor or other payee having lien rights. All such Project Costs submitted shall be subject to verification by the City.

D. The parties agree that where one expense or claim may meet the requirements for the advance of funds from more than one grant under this Agreement, including the ARPA Grant under Article VIII below and the CDI Grant under Article IX below, that WPHD shall only be entitled to receive disbursement from one grant to make advances to reimburse Developer for such expense .

E. All reimbursable expenses shall be appropriately documented with reasonable detail and in compliance with State and Federal requirements of the grant which funded the loan, if applicable. The City shall not be responsible to reimburse any amounts not supported by proper documentation or not in compliance with any applicable State or Federal requirement.

VIII. AMERICAN RESCUE PLAN ACT (ARPA) LOAN & REQUIREMENTS.

A. Payment of Grant Award. City hereby agrees to make a grant to WPHD in an amount not to exceed $354,900.00 (the "ARPA Grant") from the proceeds of a grant that City is receiving pursuant to ARPA. The ARPA Grant shall be used for the purposes and be subject to the terms and conditions set forth in Exhibit E of this Agreement and on the condition that WPHD loan the proceeds of the ARPA Grant to Developer for Developer's use in connection with Project.

B. Disbursement of ARPA Grant. Payment of the ARPA Grant shall be done on the basis of disbursement requests that are in compliance with the approved ARPA application. WHPD shall advance proceeds of the ARPA Grant to Developer and Developer shall expend such funds solely on the programs and/or projects set forth in Exhibit E. The ARPA Grant must be expended by December 31, 2026. Any expenditure that does not comply with this Agreement shall constitute a disallowed cost ("disallowed cost") and be subject to reimbursement as specified in Section VIII.L of this Agreement. Under no circumstances shall WPHD advance proceeds of the ARPA Grant to Developer or Developer expend any portion of the ARPA funds for purposes not specified in this Agreement, or for any other purpose prohibited under law.

C. Non-Discrimination. In performing this Agreement, Developer shall ensure that any and all contractors are subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates also shall not, discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religion, creed, national origin, physical disability, mental disability, mental condition, age, marital status, sexual orientation, or any other basis prohibited under law.

D. Indemnification. Developer shall indemnify, hold harmless, and defend City, its Common Council, officers, officials, directors, employees, agents, volunteers, and affiliates and each of them from any and all claims, demand, causes of action, damages, costs, expenses, attorney's fees, consultants fees expert fees, loses or liability, in law, or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement,

Developer's performance hereunder, Developer's or subcontractor's negligence, including active or passive, or strict liability, including but not limited to personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Developer, or any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for the full period of time allowed by law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement.

E. Insurance Requirements: Developer agrees to comply with all of the insurance requirements set forth in Exhibit G, entitled "Insurance Requirements." Failure to maintain required insurance at all times from Closing and for the duration of this Agreement shall constitute a default and material breach.

F. Compliance with All Applicable Laws. In performing this Agreement, Developer warrants that it shall comply with all applicable state, federal, and City laws, rules, and regulations whether now in force or hereinafter enacted.

G. Accounting. For purposes of performance under this Agreement, and receipt and expenditure of ARPA Grant proceeds, Developer and WPHD shall at all times, maintain an accounting system that comports with generally accepted accounting principles.

H. Financial Records and Financial Report. Developer and WPHD shall maintain satisfactory financial accounts, books, records, documents, and other evidence, sufficient to properly reflect the amount, receipt, and expenditure of the ARPA Grant proceeds.

Developer shall submit to City a final report in the form identified in Exhibit F. The City reserves the right to request quarterly reports relating to the expenditure of the ARPA Grant proceeds or additional information as needed, also in in the form identified in Exhibit F. Said final report shall be submitted to City within thirty (30) calendar days following the full expenditure of the ARPA Grant, or within ninety (90) calendar days following receipt of the ARPA funds, whichever is later.

All financial records and financial reports shall be prepared in accordance with generally accepted accounting principles. The annual and quarterly reports shall be public records and may be posted on the City's website. Failure to maintain proper financial records and submittal of timely financial reports shall be cause for termination as outlined in this Agreement.

I. Audit and Examination. Developer shall fully and completely cooperate with the City, the City's insurer, the City's attorneys, the City's auditors or other representative of the City (collectively, the "City" for purposes of this Article) in connection with the matters set forth in this section J below.

Cooperation is expected in connection with any internal or governmental investigation or administrative, regulatory, arbitral or judicial proceeding (collectively "Litigation") or

internal or governmental audit ("Audit"), with respect to matters relating to this Agreement.

Examples of expected cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making Developer's employees available to the City (or requesting their respective insurers, attorneys or auditors to be made available) upon reasonable notice for: (i) interviews, factual investigations, and providing declarations or affidavits that provide truthful information in connection with any Litigation or Audit; (ii) appearing at the request of the City to give testimony without requiring service of a subpoena or other legal process; (iii) volunteering to the City all pertinent information related to any Litigation or Audit; and (iv) providing information and legal representations to auditors in a form and within a timeframe requested.

Failure to comply with the request for audit, or a lack of documentation in records may cause termination of this Agreement. Termination of this Agreement for failure to comply may result in all funding becoming disallowed under the terms of this Agreement. Upon termination for failure to comply with this paragraph Developer will promptly repay to City on City's demand all unused or disallowed funds.

J. Preservation of Records. City is a governmental entity that is required to comply with Wisconsin Public Records Law. Developer and WPHD shall preserve and make available all records related to the performance of this Agreement and related to the receipt and expenditure of the ARPA Grant until the expiration of seven (7) years from the date of final payment to Developer, or as required by applicable law, whichever is longer. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the end of this Agreement, then such records must be retained until completion of the actions and resolution of all issues.

K. Reimbursement of Disallowed Costs. Within ten (10) business days of the date of City's written notice to Developer, Developer agrees to reimburse to City any portion of the ARPA Grant, which City has, in its sole discretion, determined constitutes a disallowed cost.

F. The parties agree that where one expense or claim may meet the requirements for the advance of funds from more than one grant under this Agreement, including the CDI Grant under Article IX below, that WPHD shall only be entitled to receive disbursement from one grant to make advances to reimburse Developer for such expense.

G. All reimbursable expenses shall be appropriately documented with reasonable detail and in compliance with State and Federal requirements of the grant which funded the loan, if applicable. The City shall not be responsible to reimburse any amounts not supported by proper documentation or not in compliance with any applicable State or Federal requirement.

IX. WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT ALLOCATION & REQUIREMENTS

A. The City and the Developer agree as follows:

1. The City shall submit an application for a WEDC Community Development Investment Grant ("CDI Grant") to assist with the redevelopment of the Property. The Council Resolution permitting the application shall be attached as Exhibit H to this Agreement.

2. The City shall have no obligation under this Article and shall have no obligation to otherwise provide funds for the Project to replace such funding should the CDI Grant not be awarded.

3. The City shall be responsible to complete all necessary requirements in relation to the CDI Grant, if awarded.

4. The Developer shall be responsible for obtaining all required permits and approvals for all work to be performed on the Property in relation to this Agreement and the CDI Grant, if awarded, including but not limited to permits and approvals from other state and federal agencies.

5. The Developer shall be responsible for the Match Investment identified in the CDI Grant application and directly pay for all project costs including but not limited to any permit or approval costs and fees, and any contractors' fees and consultants' fees, relating to the performance of responsibilities under the CDI Grant, if awarded.

6. The City shall provide the proceeds of the CDI Grant, if awarded, to WPHD as a grant on the condition that WPHD loan the proceeds of the CDI Grant to Developer for Developer's use in connection with Project. Payment of the CDI Grant shall be done on the basis of disbursement requests as provided in this Article. Developer shall submit to the City disbursement requests with all necessary supporting documentation to allow the City to request reimbursement under the terms of the CDI Grant.

7. The Developer shall pay to the City a fee of $500 per payment request to reimburse the City for the City's costs of administering the CDI Grant. The Developer will submit reimbursement materials to the City who will then review them. The City, upon review, will submit reimbursement materials to WEDC. WEDC, upon review, will send checks

to City for reimbursement amount. At that time, the City will withhold $500 fee and send remaining monies to WPHD for WPHD to loan to Developer.

8. The City will make no more than two requests for reimbursements to WEDC. Requests shall be completed after completion of construction.

9. The Developer shall comply with the requirements listed in the agreement between the WEDC and the City.

10. The Developer and WPHD shall fully and completely cooperate with the City, the City's attorneys, the City's auditors or other representative of the City (collectively, the "City") in connection with any internal or governmental audit, with respect to matters relating to this Agreement. Developer and WPHD shall make documents related to the CDI funds or this Agreement available to City to allow City to audit, examine, excerpt or transcribe the documents and audit, examine, excerpt or transcribe all contracts, invoices, materials and other data relating to all matters covered by this Agreement any time during normal business hours and as often as City may, in its sole discretion, deem necessary. If federal or state grants or aids are involved in this Agreement, Developer and WHPD shall make the documents available to the appropriate federal or state agency to allow the appropriate federal or state agency to audit, examine, excerpt or transcribe the documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, and other data relating to all matters covered by this Agreement any time during normal business hours and as often as the appropriate federal or state agency may, in their sole discretion, deem necessary. Neither Developer nor WPHD shall be entitled to additional compensation for employee services, time or materials necessary for the provision of records under this Section.

B. The parties agree that where one expense or claim may meet the requirements for the advance of funds from more than one grant under this Agreement, including the CDI Grant and ARPA Grant, that WPHD shall only be entitle to receive disbursement from one grant to make advances to reimburse Developer for such expense.

C. All reimbursable expenses shall be appropriately documented with reasonable detail and in compliance with State and Federal requirements of the grant which funded the loan, if applicable. The City shall not be responsible to reimburse any amounts not supported by proper documentation or not in compliance with any applicable State or Federal grant requirement.

X. DEVELOPER: EVENT OF DEFAULT.

A. Event of Default. An "Event of Default" is any of the following:

1. Failure to meet Project Timeline. The Developer fails to meet any Project deadline established in Article III above; or

2. Failure to Close on the Property. The Developer fails to provide proof a sufficient financing or fails to close on the Property by the Closing Date; or

3. Failure to Begin or Complete Construction. Subject to the terms of this Agreement, the Developer fails to begin construction of the Project as required under Article III, above; or

4. Breach of Agreement. The Developer or WPHD breaches any other provision of this Agreement or its representations, warranties or obligations under this Agreement; provided, that written notice of the breach has been given to the Developer and WPHD and the Developer or WPHD has failed to cure such breach within sixty (60) days or, if a longer period is reasonably required under the circumstances, so long as the Developer or WPHD has begun to cure such breach in good faith within such sixty (60) day period and thereafter diligently continues to cure such breach; or

5. 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 and is not cured within five days of written notice thereof from City; provided that the Developer shall have the right to contest the same in accordance with applicable law; or

6. Tax Exemption. All or any portion of the Property becomes tax exempt without a PILOT agreement to the extent required by this Agreement; or

7. 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 the 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 our 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.

The City hereby agrees to use best efforts to give Developer's state and federal tax credit investors (each, an "Investor Member") a courtesy copy of any default under this Agreement. Any failure to deliver such courtesy copy shall not be deemed a failure to provide notice to Developer. Each Investor Member may, at Investor Member's option, cause the cure of such default within the cure periods set forth above. The City agrees to accept any cure by any Investor Member as if such cure were made by Developer.

B. City Options upon Event of Default. Upon the occurrence of any Event of Default, without further notice, demand or action by any kind by the City, the City may, at its option, pursue any one or more of the following remedies concurrently or successively:

1. Termination prior to Conveyance. If the Property has not been conveyed to the Developer at the time of the Event of Default, terminate this Agreement. If the Agreement is terminated under this paragraph, neither party shall have any further obligation under this Agreement.

2. Termination Subsequent to Conveyance. If Closing has occurred but construction has not begun in compliance with the requirements of this Agreement, at the City's option the City may require the Developer, within 60 days of the date of the City's notice, to convey the Property back to the City for the Purchase Price paid by Developer. For purposes of clarification, the foregoing remedy may only be exercised in connection Buyer's failure to commence construction within the time required in Section III.B.3 of this Agreement.

3. Non-exclusive Remedies. Pursue any or all of the rights and remedies available to the City at law and/or in equity against Developer, WPHD, the Property, and/or the Project. No remedy is intended to be exclusive of any other available remedy or remedies, but each and every remedy may be cumulative at the option of the City.

4. 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 the Developer or WPHD, 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.

5. Written Waiver Required. In the event this Agreement is breached by any 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.

6. Compensation for Costs of Breach. Whenever there is an Event of Default by the Developer or WPHD 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 the Developer or WPHD contained in this Agreement, the Developer or WPHD, as applicable, shall, on demand thereof, pay to the City the reasonable fees of such attorneys and such other reasonable expenses incurred by the City.

XI. 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. 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.

C. Restriction on Assignment of Agreement.

1. General Restriction. Except as set forth in Sections XI.C.2. and XI.C.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 XI.C.1., this Agreement shall terminate at the option of the City and be of no further force and effect. A transfer of any membership interests in Developer the removal and replacement of the managing member of Developer shall not be deemed an assignment for purposes of this Agreement.

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 (each, a "Mortgage Lender"), 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. No such assignment shall relieve Developer of any of its obligations to the City hereunder.

D. 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.

E. 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.

F. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

G. 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 or RDA:	City of Oshkosh Director of Community Development 215 Church Avenue Post Office Box 1130 Oshkosh, WI 54903-1130
With a copy to:	City of Oshkosh City Attorney's Office 215 Church Avenue Post Office Box 1130 Oshkosh, WI 54903-1130
To Developer:	The Corridor Development LLC 24 S. Brooke St. Fond du Lac, WI 54935 Attn: Dan Kroetz
With a copy to:	Reinhart Boerner Van Deuren S.C. 1000 N. Water Street, Suite 1700 Milwaukee, WI 53202 Attn: William R. Cummings
To WPHD:	The Wisconsin Partnership for Housing Development, Inc. 821 East Washington Avenue Suite 200W Madison, WI 53703 Attention: Todd Mandel

To Investor Members: R4 TCWI Acquisition LLC
780 Third Avenue, 16th Floor
New York, New York 10017
Attention: Marc Schnitzer

With a copy to:

Frost Brown Todd LLP
400 West Market Street
Louisville, Kentucky 40202
Attention: Amy Curry

And:

_____
_____
_____
_____

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).

H. Entire Agreement. This Agreement and all other documents and agreements expressly referred to herein, contain the entire agreement between Developer, WPHD, the City and RDA with respect to the matters set forth herein. This Agreement may be modified only in writing signed by all parties.

I. Law Applicable. This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

J. Originals and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

K. 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.

L. 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.

M. 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.

N. 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 and WPHD shall upon request of the City execute and deliver any such memorandum or other document in connection with such recording.

O. 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.

P. Third Parties. This Agreement is made for the exclusive benefit of the parties hereto, and their permitted assignees (as set forth in Section XI.C.), 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 XI.C.

Q. 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]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the date stated in the first paragraph of this Agreement.

The Corridor Development, LLC
BY: The Corridor MM, LLC, its Managing Member
BY: Commonwealth Holdings III, LLC, its Managing Member
BY: Kristi Morgan, Manager

By: _____
Name: Kristi Morgan
Title: Manager

STATE OF _____ }
} SS
COUNTY OF _____ }

Personally came before me this _____ day of _____, 2024, the above-named Kristi Morgan, to me known to be the manager of Commonwealth Holdings III, LLC, the managing member of The Corridor MM, LLC, the managing member of The Corridor Development, LLC and the person who executed the foregoing instrument on behalf of the limited liability company.

_____
*_____
Notary Public, State of _____
My Commission:_____

THE WISCONSIN PARTNERSHIP FOR HOUSING DEVELOPMENT, INC.

By: _____
Todd Mandel, Executive Director

STATE OF WISCONSIN }
} SS
COUNTY OF _____ }

Personally came before me this _____ day of _____, 2024, the above named Todd Mandel, to me known to be the Executive Director of the Wisconsin Partnership For Housing Development, Inc., a Wisconsin non-stock corporation, and the person who executed the foregoing instrument on behalf of said corporation.

_____
*_____
Notary Public, State of _____
My Commission:_____

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: _____
Matt Mugerauer, Chairperson

By: _____
Kelly Nieforth, Executive Director

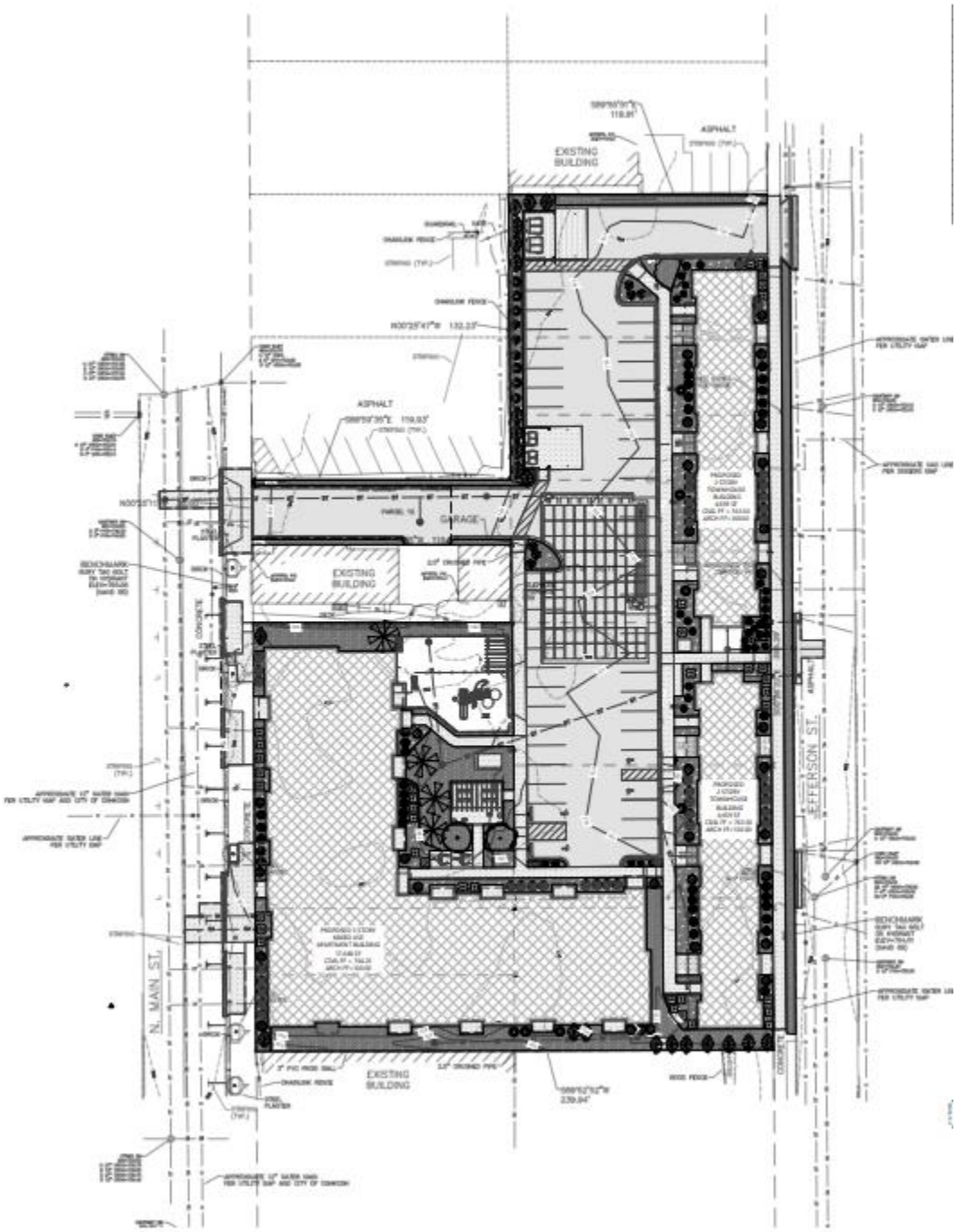
STATE OF WISCONSIN }
} SS
COUNTY OF WINNEBAGO }

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



52971298

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Lot 1 of CERTIFIED SURVEY MAP NO. 8195 recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on November 07, 2024, as Document No. 1933802, said Certified Survey Map being a redivision of all of Lot 3 and part of Lots 5, 6, 7, and 8 of Block 72 in the Fourth Ward Per Leach's Map of 1894 and all of Lots 1 and 2 of Certified Survey Map No. 5872 as recorded in Document No. 1394260, all Located in the Northeast 1/4 of the Northwest 1/4 of Section 24, Township 18 North, Range 16 East, City of Oshkosh, Winnebago County, Wisconsin.

EXHIBIT C

ESTIMATE OF PROPERTY PROJECT COSTS

[See attached]

EXHIBIT D

Developer's Actual Project Costs for Verification Submittal

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: $_____

Please limit reimbursement submittals to quarterly. Submissions should be sent electronically to the attention of Kelly Nieforth, Director of Community Development at the following email address: KNieforth@oshkoshwi.gov

Title the submission "Corridor Development – Request for Reimbursement."

EXHIBIT E

ARPA GRANT ADMINISTATION – SCOPE OF WORK

Project Description:

The Corridor Development, LLC (the "Developer") will use the requested funds to create a high-quality, affordable housing that incorporates sustainability and accessibility as well as resident amenities designed to promote quality of life and empowerment, resulting in positive impact to the neighborhood and greater community. Developer will also deliver a non-profit youth learning and development center that addresses the need for affordable childcare that serves both first- and second-shift working families. Local non-profit Oshkosh Child Development Center, Inc. will lead childcare programming, serving residents and community as Oshkosh's sole multi-shift group childcare. Total project costs are estimated at $[15,813,740], including projected Childcare and sustainability improvement costs of $[449,922]. ARPA funding of $354,900 reflects 1.8% of development cost.

Deliverables & Performance Measures:

- Developer's housing units and childcare facility will be fully constructed by December 31, 2026, house 55 households and have capacity to serve two shifts of 50 children five days per week.
- # of individuals housed (goal is 168 individuals/55 households)
- # of childcare slots created (goal is 50 in the first full year of operation)

Payment Schedule & Eligible Expenditures:

In accordance with guidance from the United States Department of the Treasury with respect to Coronavirus State and Local Fiscal Recovery Funds, recipients are subject to laws and regulations applicable to Federal financial assistance programs (https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf).

Funding used for ineligible expenditures will require repayment to the City of Oshkosh ("City"). Eligible expenditures are defined in the table below. Developer and WPHD must provide a complete IRS Form W-9 (Request for Taxpayer Identification Number and Certification) to the City.

The City will provide total ARPA funds of up to $354,900.00 WPHD to loan to Developer as follows:

- WPHD and Developer may request disbursement of funds, up to the total grant award, by completing the form shown in Exhibit F, or a form substantially similar to Exhibit F.
    - For each disbursement request, receipts, invoices, or other documentation acceptable to the City must be provided to demonstrate that expenditures were for eligible expenses (as defined in the table below).
    - This documentation must accompany the disbursement request in order to be considered for disbursement. If WPHD and Developer is unable to produce such documentation, the disbursement may be denied, at the City's sole discretion.

Eligible Expenses:	**Allowable Amount:**

Childcare center improvements, green infrastructure, accessibility improvements, and affordable housing development	$354,900.00
Total of Eligible Expenses:	**$354,900.00**

EXHIBIT F

ARPA GRANT REPORT

Developer Information

Organization: _____

Contact Person: _____

Phone Number and Email: _____

Reporting Period: _____

Grant Amount: _____

Funding expended during the reporting period: _____

Funding expended to date: _____

Remaining award amount: _____

Award Details

Receipts and thorough documentation of grant fund expenditures have been included with this report: ☐ yes ☐ no

Developer Representative Signature

I hereby declare that the goods or materials covered by this report are complete and accurate, and are eligible under the agreement.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT G

INSURANCE REQUIREMENTS

Developer shall procure and maintain prior to Closing and for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Developer, their agents, representatives, or employees or subcontractors. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Developer under this agreement.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., $2,000,000).
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Developer has no owned autos, Code 8 (hired) and 9 (nonowned), with limits no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Wisconsin, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease. **(WC insurance is not required if the Developer provides written verification it has no employees).**

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Developer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Developer's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).
2. For any claims related to this contract, the **Developer's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Developer's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with thirty (30) days prior written notice to the City.

Waiver of Subrogation
Developer hereby grants to City a waiver of any right to subrogation which any insurer of said Developer may acquire against the City by virtue of the payment of any loss under such insurance. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Developer to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies
If any coverage required is written on a claims-made basis:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the Developer must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage
Developer shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Developer's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors
Developer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Developer shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

Special Risks or Circumstances
City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT H

COUNCIL RESOLUTION PERMITTING WEDC CDI GRANT SUBMITTAL

TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-681 Approve Land Acquisition of 1226 Oshkosh Avenue, 1236 Oshkosh Avenue, Vacant Lots Previously Known as 1232 Oshkosh Avenue (Parcel 1600370000) and 1240 Oshkosh Avenue (Parcel 1600390000; ($800,000) (Plan Commission Recommends Approval)

BACKGROUND

The subject area included in the request consists of four lots that equate to a combined acreage of 0.56 acres and are located on Oshkosh Avenue, just northwest of North Sawyer Street and east of Fox Street. All four parcels have frontage on Oshkosh Avenue and have a public alleyway along the rear. 1226 Oshkosh Avenue contains a 3,167 square foot building and 1236 Oshkosh Avenue contains a 2,794 square foot building. The remaining two lots are vacant and serve as parking area and driveway access to the site. The surrounding area consists primarily of residential uses to the north and south, along with commercial uses to the west. Properties directly to the east are currently vacant and owned by the City of Oshkosh Redevelopment Authority. The 2040 Comprehensive Plan recommends Neighborhood Commercial land uses for the subject properties.

ANALYSIS

The City of Oshkosh is proposing to acquire four parcels on Oshkosh Avenue for future right of way improvements and redevelopment. Starting in 2014, the City of Oshkosh Redevelopment Authority has purchased properties to the east of the subject site as they became available in preparation for an eventual reconstruction of the North Sawyer Street and Oshkosh Avenue intersection which is now in the design phase. The acquisition of these four properties came to be possible after the current owner contacted the City of Oshkosh asking if they were interested in purchasing them.

FISCAL IMPACT

Funds to purchase the property will come from the TID #35 fund balance. TID #35 will also help fund other costs associated with the intersection reconstruction in the future.

RECOMMENDATION

The Plan Commission recommended approval of the requested land acquisitions on December 3, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-681
Land Acq - 1226-1240 Oshkosh Ave

12/10/2024 24-681 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE LAND ACQUISITION OF 1226 OSHKOSH AVENUE, 1236 OSHKOSH AVENUE, VACANT LOTS PREVIOUSLY KNOWN AS 1232 OSHKOSH AVENUE (PARCEL 1600370000) AND 1240 OSHKOSH AVENUE (PARCEL 1600390000); ($800,000)

INITIATED BY: CITY OF OSHKOSH

PLAN COMMISSION RECOMMENDATION: Approved

WHEREAS, the Department of Community Development has determined it is in the best interest of the City of Oshkosh to acquire additional land for the purpose of future right-of-way improvements for the purchase price of $800,000; and

WHEREAS, completion of said project requires the acquisition of four properties located at 1226 Oshkosh Avenue, 1236 Oshkosh Avenue and vacant lots previously known as 1232 Oshkosh Avenue (parcel 1600370000) and 1240 Oshkosh Avenue (parcel 1600390000) of a combined acreage of .56 acres

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 acquire four properties located at 1226 Oshkosh Avenue, 1236 Oshkosh Avenue and vacant lots previously known as 1232 Oshkosh Avenue (parcel 1600370000) and 1240 Oshkosh Avenue (parcel 1600390000).

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to acquire said properties and execute any and all documents necessary to consummate this transaction.

BE IT FURTHER RESOLVED that the proper City officials are authorized and directed to transfer the sum of Eight-Hundred Thousand AND NO/100 DOLLARS ($800,000.00).

ITEM: **APPROVE LAND ACQUISITION OF 1226 OSHKOSH AVENUE, 1236 OSHKOSH AVENUE, VACANT LOTS PREVIOUSLY KNOWN AS 1232 OSHKOSH AVENUE (PARCEL 1600370000) AND 1240 OSHKOSH AVENUE (PARCEL 1600390000)**

Plan Commission meeting of December 3, 2024.

GENERAL INFORMATION

Applicant: City of Oshkosh
Property Owners: David Viaene

Action(s) Requested:

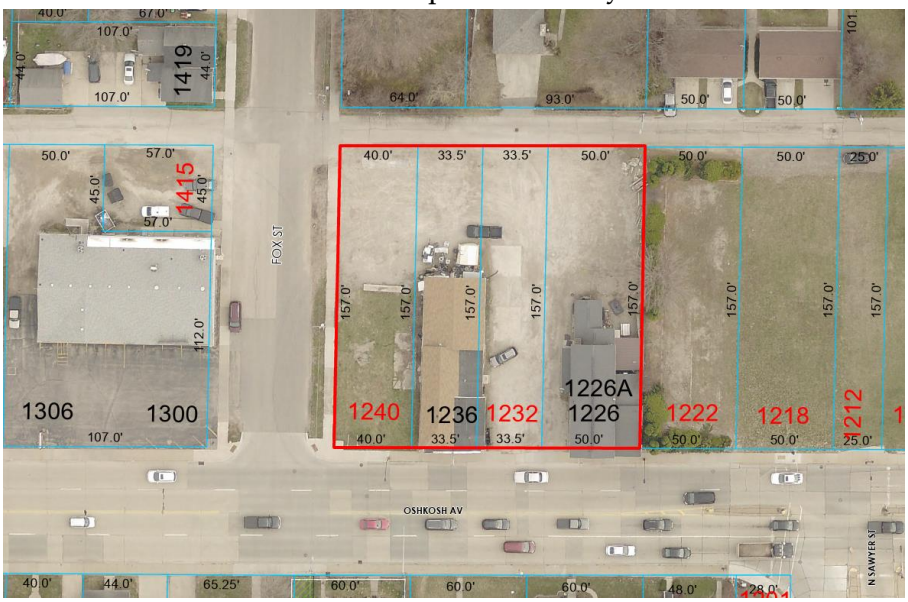
The City of Oshkosh is requesting approval to acquire four properties located at 1226 Oshkosh Avenue, 1236 Oshkosh Avenue, and vacant lots previously known as 1232 Oshkosh Avenue (parcel 1600370000) and 1240 Oshkosh Avenue (parcel 1600390000) for future right-of-way improvements.

Applicable Ordinance Provisions:

N/A

Property Location and Background Information:

The subject area included in the request consists of four lots that equate to a combined acreage of 0.56 acres and are located on Oshkosh Avenue, just northwest of North Sawyer Street and east of Fox Street. All four parcels have frontage on Oshkosh Avenue and have a public alleyway along the rear. 1226 Oshkosh Avenue contains a 3,167 square foot building and 1236 Oshkosh Avenue contains a 2,794 square foot building. The remaining two lots are vacant and serve as parking area and driveway access to the site. The surrounding area consists primarily of residential uses to the north and south, along with commercial uses to the west. Properties directly to the east are currently vacant and owned by the City of Oshkosh Redevelopment Authority. The 2040 Comprehensive Plan recommends Neighborhood Commercial land uses for the subject properties.



Subject Site

Existing Land Use	*Zoning*
Commercial	UMU

Adjacent Land Use and Zoning

Existing Uses		*Zoning*
North	Residential	MR-12
South	Residential	SR-9
East	Vacant	UMU
West	Commercial	UMU

Recognized Neighborhood Organizations
None

Comprehensive Plan

Comprehensive Plan Land Use Recommendation	*Land Use*
2040 Land Use Recommendation	Neighborhood Commercial



View from the south (2022)

ANALYSIS

The City of Oshkosh is proposing to acquire four parcels on Oshkosh Avenue for future right of way improvements and redevelopment. Starting in 2014, the City of Oshkosh Redevelopment Authority has purchased properties to the east of the subject site as they became available in

preparation for an eventual reconstruction of the North Sawyer Street and Oshkosh Avenue intersection; which is now in the design phase. The acquisition of these four properties came to be possible after the current owner contacted the City of Oshkosh asking if they were interested in purchasing them.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the proposed property acquisitions of 1226 Oshkosh Avenue, 1236 Oshkosh Avenue, and vacant lots previously known as 1232 Oshkosh Avenue (parcel 1600370000) and 1240 Oshkosh Avenue (parcel 1600390000) as requested.

Site Inspections Report: Ms. Propp, Mr. Nichols, Mr. Belville, Ms. Davey, and Ms. Scheuermann reported visiting the site.

Staff report accepted as part of the record.

The City of Oshkosh is requesting approval to acquire four properties located at 1226 Oshkosh Avenue, 1236 Oshkosh Avenue, and vacant lots previously known as 1232 Oshkosh Avenue (parcel 1600370000) and 1240 Oshkosh Avenue (parcel 1600390000) for future right-of-way improvements.

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 area consists of four lots that equate to a combined acreage of 0.56 acres and are located on Oshkosh Avenue, just northwest of North Sawyer Street and east of Fox Street. Currently two lots are vacant and used for parking. The other two lots contain structures. The surrounding area consists primarily of residential uses to the north and south, along with commercial uses to the west. Properties directly to the east are currently vacant and owned by the City of Oshkosh Redevelopment Authority.

Starting in 2014, the City of Oshkosh Redevelopment Authority has purchased properties to the east of the subject site as they became available in preparation for an eventual reconstruction of the North Sawyer Street and Oshkosh Avenue intersection; which is now in the design phase. The acquisition of these four properties came to be possible after the current owner contacted the City of Oshkosh asking if they were interested in purchasing them.

Staff recommends approval of the proposed four property acquisitions as requested.

Mr. Perry opened up technical questions to staff.

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

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

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.

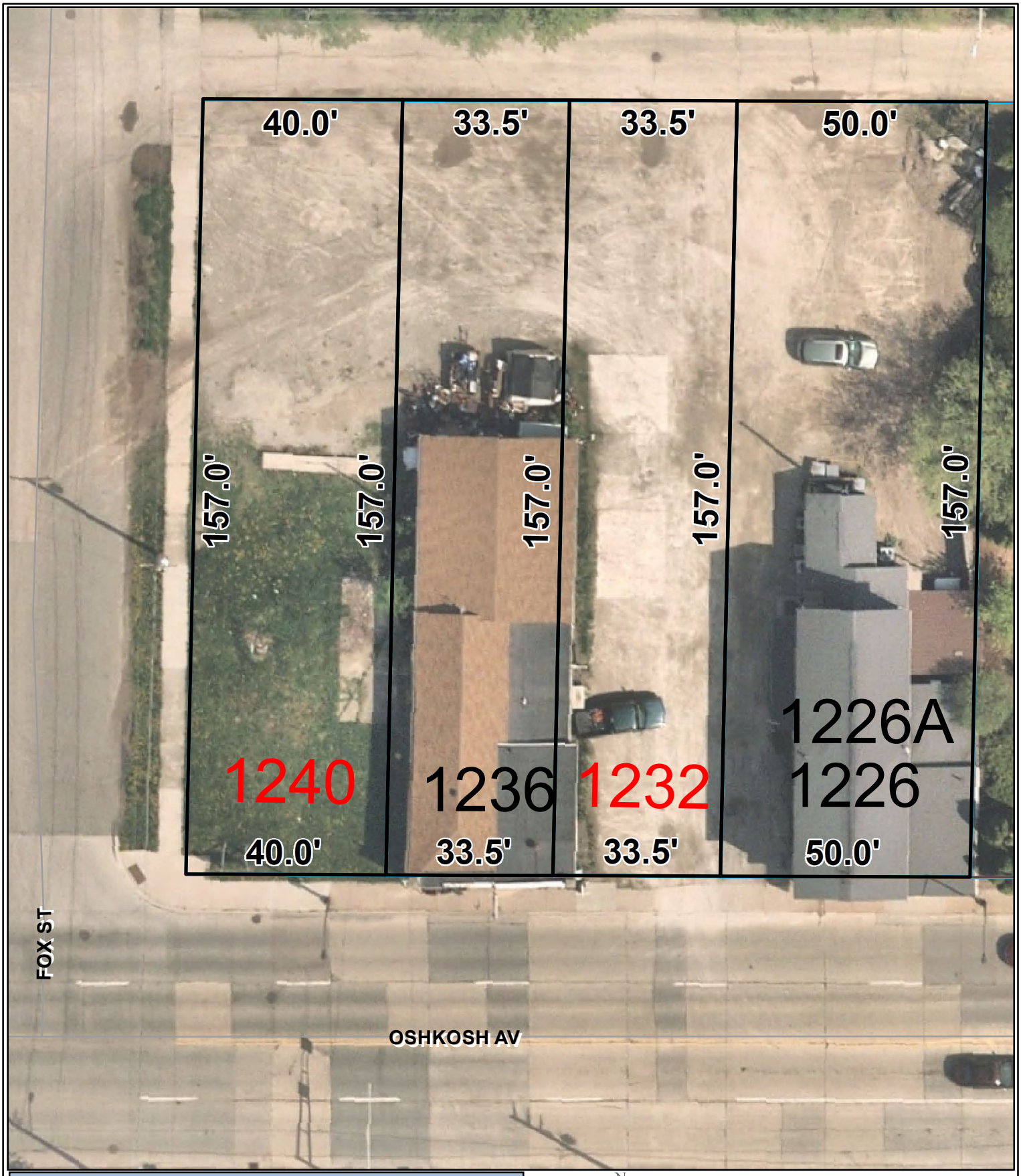
Seconded by Davey.

Mr. Perry asked if there was any discussion on the motion.

Mr. Nichols mentioned he is eager to see the two unattractive buildings removed and views this as progress for the city.

Mr. Perry recalled the initial proposal for the intersection and surrounding area, expressed contentment about nearing that envisioned outcome.

Motion carried 7-0.



4 PROPERTIES ON OSHKOSH AVENUE

N

1 in = 0 mi
1 in = 26 ft

10 5 0 10 20 30 40
Feet

Printing Date: 11/6/2024

City of Oshkosh

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LAND ACQUISITION
4 PARCELS: OSHKOSH AVE
PC: 12-3-2024

RILEY C DUVALL
MEGAN A JESSUP
1419 FOX ST
OSHKOSH WI 54902-2612

ALEX LINGENFELTER
1219 GRAHAM AVE
OSHKOSH WI 54902-2616

COLLIN VISSER
RACHEL SCHROEDER
1221 OSHKOSH AVE
OSHKOSH WI 54902-2630

MARINA DIST NBHD ASSOC
EMAILED

DAVID R VIAENE
W10460 GIVENS RD
HORTONVILLE WI 54944-9676

VIENOLA PROPERTIES LLC
PO BOX 8042
OSHKOSH WI 54903-8042

TITAN 2019 LLC
923 S MAIN ST STE E
OSHKOSH WI 54902-6017

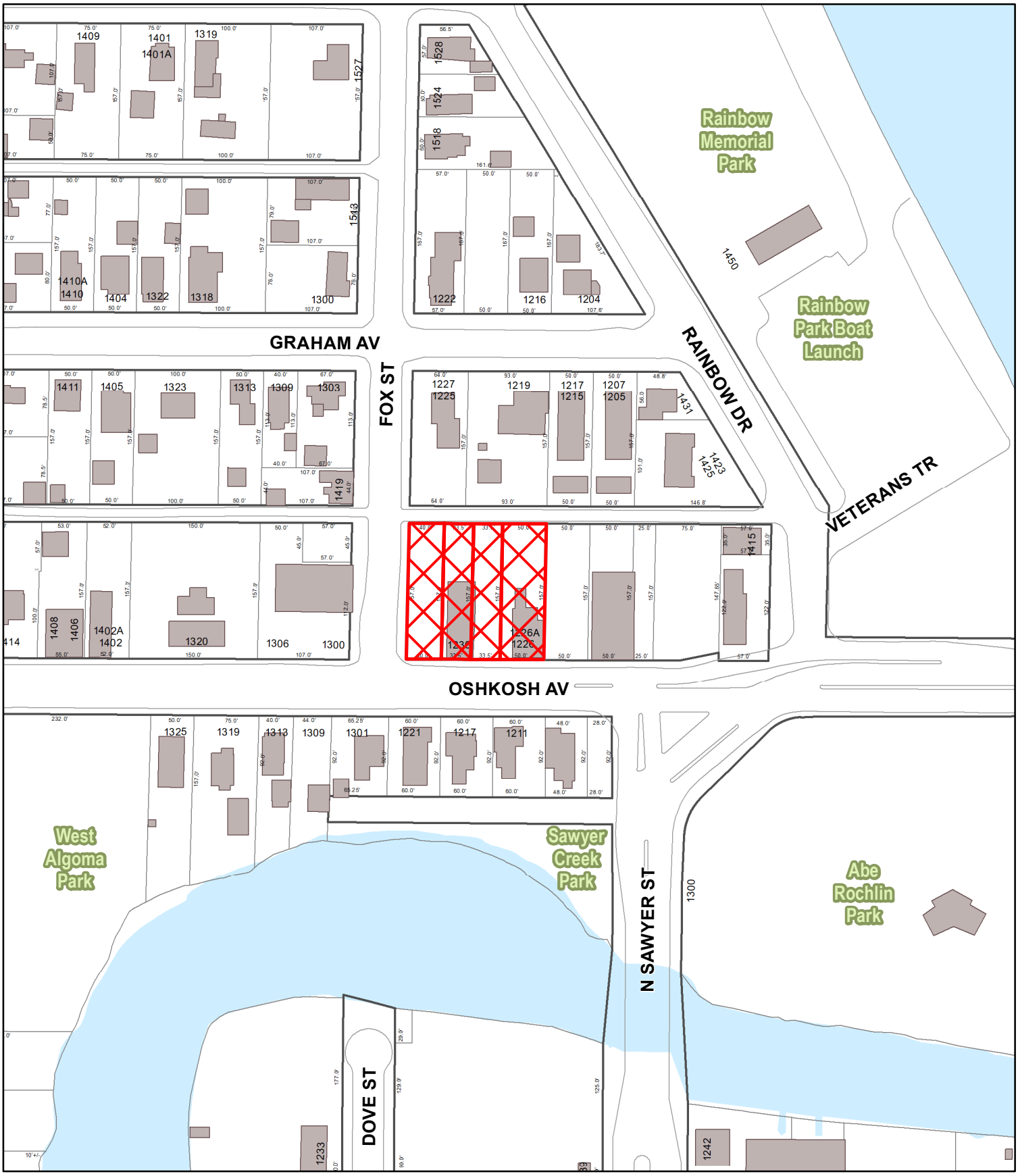
WILLIAM/LORI JAGE
1217 OSHKOSH AVE
OSHKOSH WI 54902-2630

TMCD RE LLC
3266 OLD ORCHARD LN
OSHKOSH WI 54902-7330

JOHN F ENGLE
1227 GRAHAM AVE
OSHKOSH WI 54902-2616

BAILEY T SHULL
1301 OSHKOSH AVE
OSHKOSH WI 54902-2632

L12 PROPERTIES LLC
1211 OSHKOSH AVE
OSHKOSH WI 54902-2630



BASE MAP

N

1 in = 0.03 mi

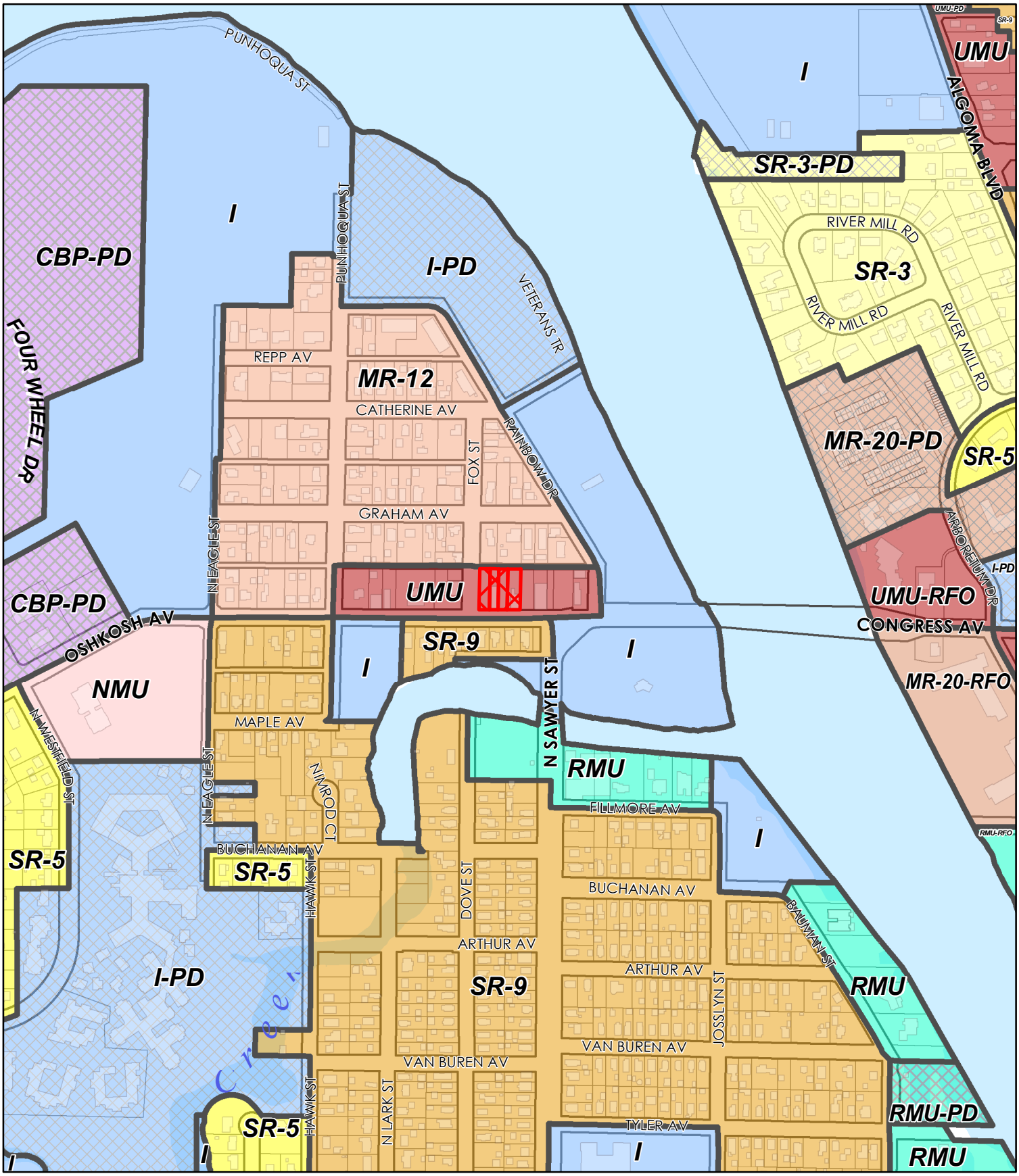
1 in = 150 ft

Printing Date: 11/6/2024

Prepared by: City of Oshkosh, WI

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ZONING MAP

N

1 in = 0.09 mi

1 in = 500 ft

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AERIAL MAP

N

1 in = 0.02 mi

1 in = 100 ft

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Kelly Nieforth, Director of Community Development
DATE:	December 10, 2024
SUBJECT:	Res 24-682 Approve Land Acquisition for a 5.5-Acre Portion of 3483 Jackson Street for Development of Workforce Housing (Parcel 1250160000); ($154,000) (Plan Commission Recommends Approval)

BACKGROUND

The subject site consists of a single lot that is currently 9.48 acres in size located on the west side of Jackson Street and the east end of Christian Drive. The property contains two commercial buildings that are home to three commercial businesses. This request is to acquire a 5.5-acre portion of the rear part of the subject site to create a new parcel that can be used for single-family residential homes. The subject site is currently zoned Suburban Mixed Use (SMU).

On June 25th, 2024 the Common Council unanimously approved, through Resolution 24-371, the land acquisition of the vacant property to the north of the subject site (parcel 120100000). That acquisition combined with this request will result in a total of 10.55 acres of land to create a subdivision for workforce housing (individuals/families earning 80% to 120% of the area's median income of $99,100). If this request for acquisition is approved, a new parcel will be created through a Certified Survey Map. Subsequently and concurrently, the new parcel will need to be rezoned to Single Family Residential--9 (SR-9) and the Comprehensive Land Use Map will need to be amended from General Commercial to Light Density Residential which is consistent with adjacent uses. The surrounding area has a mix of uses including vacant land and single-family uses to the north and west, multifamily residential to the south, and Jackson Street to the east.

ANALYSIS

The City of Oshkosh has identified a shortage of housing affordable to individuals/families making 80%-120% of the area's median income of $99,100 within the city. Recommendations were included in the city's Housing Plan to facilitate housing growth within the city. To help meet this need, the City is proposing to acquire the subject property for development of workforce housing. Approximately 21 single-family parcels are anticipated for the subject site, which will require a CSM, rezoning, a comprehensive plan amendment, and subdivision platting prior to moving forward. Preliminary conceptual plans for the overall subdivision show 37 single-family parcels and two out lots for a future city-owned park. Staff worked with Parks Department staff to ensure the park location aligns with the City's Comprehensive Outdoor Recreation Plan which recommends a neighborhood park in the area. The City plans to work with a consultant and other City departments to provide services, including engineering, for the project.

City staff will host a workshop with Council in early 2025 to gather feedback on program details regarding this workforce housing project to prepare for implementation.

BOARD/COMMISSION INFORMATION

Multiple neighbors of the property proposed to be acquired attended the December 3, 2024, Plan Commission meeting and shared concerns about single family housing being constructed on the property. Comments that were shared included concerns about property values decreasing, speeding on the existing street, the proposed lot sizes, groundwater management, and the homes being for low-income individuals. Staff responded to some of the concerns during the meeting, but Councilor Nichols, the Plan Commission Council representative, requested that a neighborhood meeting be held with neighbors from the nearby streets including Christian Drive, Farmington Avenue, Eichstadt Road and Olson Avenue, so city staff can go into greater detail about the proposed subdivision and discuss the neighbor's concerns. Staff is working on setting up this meeting.

FISCAL IMPACT

City ARPA funds will be used to acquire the property. Future costs in upcoming years to develop the site and prepare shovel-ready lots will be funded by multiple funding sources including CDBG and CIP.

RECOMMENDATION

The Plan Commission recommended approval of the requested land acquisition on December 3, 2024. Please see the attached staff report and meeting minutes for more information.

Attachments

RES 24-682
Land Acq - part of 3483 Jackson St - South Farmington

12/10/2024 24-682 RESOLUTION

CARRIED 7-0

PURPOSE: APPROVE LAND ACQUISITION FOR A 5.5-ACRE PORTION OF 3483 JACKSON STREET FOR DEVELOPMENT OF WORKFORCE HOUSING (PARCEL 1250160000); ($154,000)

INITIATED BY: CITY OF OSHKOSH DEPARTMENT OF COMMUNITY DEVELOPMENT

PLAN COMMISSION RECOMMENDATION: Approved

WHEREAS, the Department of Community Development has determined it is in the best interest of the City of Oshkosh to acquire additional land for the purpose of workforce housing for the purchase price of $154,000; and

WHEREAS, completion of said project requires the acquisition of a portion of a property located at 3483 Jackson Street (parcel 1250160000) for a total of 5.5-acres

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 acquire a portion of 3483 Jackson Street (parcel 1250160000).

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized and directed to acquire said properties and execute any and all documents necessary to consummate this transaction.

BE IT FURTHER RESOLVED that the proper City officials are authorized and directed to transfer the sum of One-Hundred and Fifty-Four Thousand AND NO/100 DOLLARS ($154,000.00).

ITEM: **APPROVE LAND ACQUISITION FOR A 5.5-ACRE PORTION OF 3483 JACKSON STREET (PARCEL 1250160000)**

GENERAL INFORMATION

Applicant: City of Oshkosh Department of Community Development
Property Owner: OA&E Properties LLC

Action(s) Requested:

The City of Oshkosh is requesting approval to acquire a portion of a property located at 3483 Jackson Street (Parcel 1250160000) to create residential lots for workforce housing.

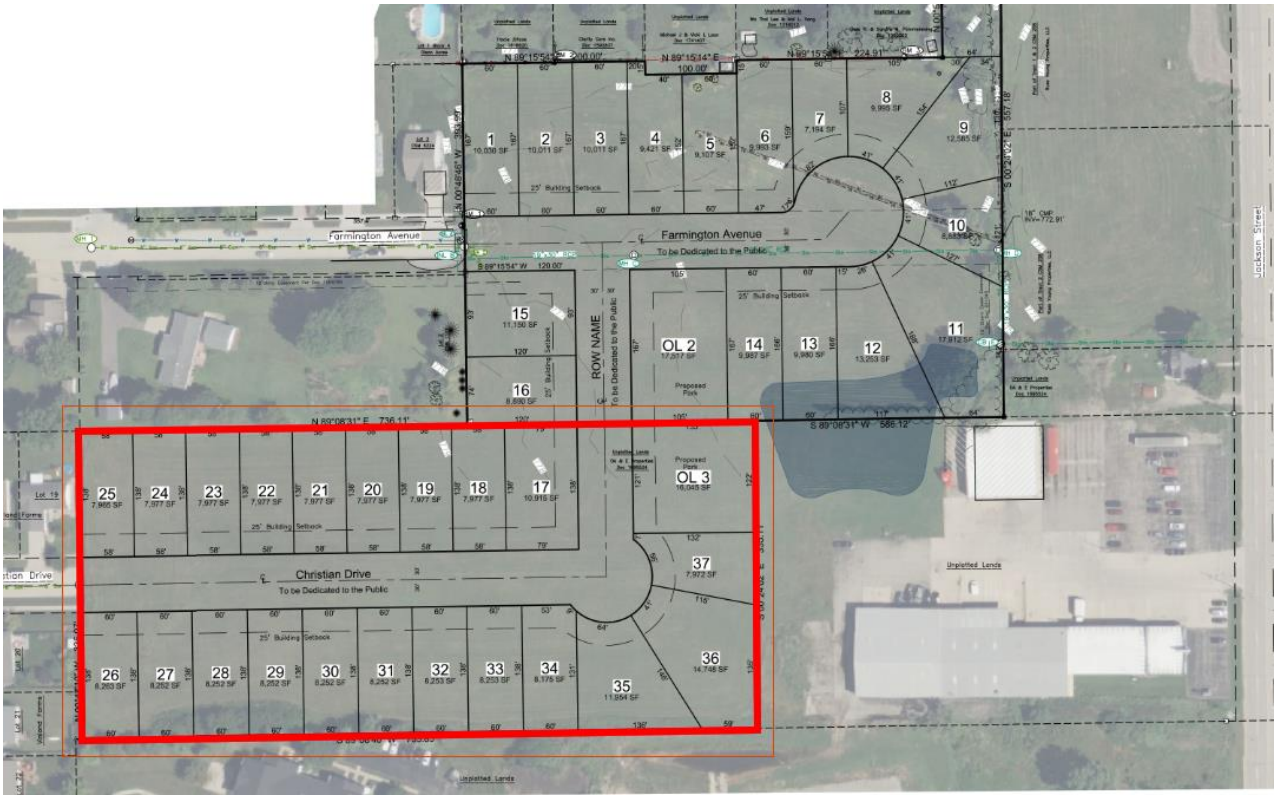
Applicable Ordinance Provisions:

N/A

Property Location and Background Information:

The subject site consists of a single lot that is currently 9.48 acres in size, is located on the west side of Jackson Street and the east end of Christian Drive, and contains two commercial buildings that are home to at least three commercial businesses. This request is to acquire a 5.5-acre portion of the subject site to create a new parcel that can be used for single-family residential homes. The subject site is currently zoned Suburban Mixed Use (SMU).

On June 25th, 2024 the Common Council unanimously approved, through Resolution 24-371, the land acquisition of the vacant property to the north of the subject site (parcel 120100000). That acquisition combined with this request will result in a total of 10.55 acres of land to create a subdivision for workforce housing. If this request for acquisition is approved, a new parcel will be created through a Certified Survey Map. Subsequently and concurrently, the new parcel will need to be rezoned to Single Family Residential–9 (SR-9) and the Comprehensive Land Use Map will need to be amended from General Commercial to Light Density Residential which is consistent with adjacent uses. The surrounding area has a mix of uses including vacant land and single-family uses to the north and west, multifamily residential to the south, and Jackson Street to the east.



Conceptual Plan for Farmington Development with Subject Site highlighted in red

Subject Site

Existing Land Use	*Zoning*
Vacant	SMU

Adjacent Land Use and Zoning

Existing Uses		*Zoning*
North	Residential and Commercial	SR-5, SR-9, SMU
South	Multi-Family Residential and Vacant	MR-20(PD), SMU
East	Industrial	HI
West	Residential	SR-5

Recognized Neighborhood Organizations
None

Comprehensive Plan

Comprehensive Plan Land Use Recommendation	*Land Use*
2040 Land Use Recommendation	General Commercial

ANALYSIS

The City of Oshkosh has identified a shortage of workforce housing within the city. To help meet this need, the City is proposing to acquire the subject property for development of workforce housing. Approximately 21 single-family parcels are anticipated for the subject site, which will require a CSM, rezoning, a comprehensive plan amendment, and subdivision platting prior to moving forward. Preliminary conceptual plans for the overall subdivision show 37 single-family parcels and two out lots for a future park. The City plans to work with a consultant and other City departments to provide services, to include engineering, for the project.

RECOMMENDATION/CONDITIONS

Staff recommends approval of the proposed property acquisition of a 5.5-acre portion of 3483 Jackson Street (Parcel 1250160000) as requested.

Plan Commission recommended approval of the requested property acquisition on December 3, 2024. The following is Plan Commission's discussion on the item.

Site Inspections Report: Ms. Propp, Mr. Nichols, Ms. Scheuermann, and Mr. Perry reported visiting the site.

Staff report accepted as part of the record.

The City of Oshkosh is requesting approval to acquire a portion of a property located at 3483 Jackson Street (Parcel 1250160000) to create residential lots for workforce housing.

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 currently 9.48 acres in size, is located on the west side of Jackson Street and the east end of Christian Drive, and contains two commercial buildings. This request is to acquire approximately 5.5-acres of the backside of this property for eventual platting into a single-family subdivision. It is currently zoned Suburban Mixed Use (SMU).

On June 25th, 2024 the Common Council unanimously approved, through Resolution 24-371, the land acquisition of the vacant property to the north of the subject site (parcel 120100000). That acquisition combined with this request will result in a total of 10.55 acres of land to create a subdivision for workforce housing.

If this request for acquisition is approved, the new parcel will need to be rezoned to Single Family Residential–9 (SR-9) and the Comprehensive Land Use Map will need to be amended from General Commercial to Light Density Residential which is consistent with adjacent uses.

The conceptual plan is in a draft stage for the proposed subdivision. It will be zoned Single-Family Residential 9 (SR-9), allowing single-family homes. The lots are approximately 55 feet

wide on average, slightly smaller but consistent with the adjacent subdivision to the west, where lots are about 60 to 62 feet wide.

The board will review the preliminary plat first, followed by the final plat. The City aims to address a workforce housing shortage by acquiring the property, which will accommodate about 21 single-family homes, with an additional 16 homes on the northern piece.

Staff recommends approval of the proposed land acquisition as requested.

Mr. Perry opened up technical questions to staff.

Ms. Propp questioned why the City is purchasing this property, as well as who will be developing it and how the development will proceed.

Ms. Rutkowski stated the Council has a preliminary idea, with details still pending. A 2022 housing study showed Oshkosh's need for more affordable workforce housing. The city plans to emulate successful strategies from other municipalities to introduce new properties, but the exact level of city involvement is still being decided. This initiative is seen as a promising start.

Mr. Nichols inquired about the frequency with which this project would be reviewed by the Plan Commission.

Ms. Rutkowski stated that the project would come back for at least the pre-plat and final plat stages, during which they will detail all utilities, connections, road work, and other aspects.

Mr. Nau stated there will also zone change and a comprehensive plan land use map amendment.

Ms. Rutkowski mentioned that there are multiple steps in the process that are still being finalized.

Mr. Nichols inquired if pursuing a proactive development approach would include discussions on utility placement, related contracting, and aspects like asphalt and paving.

Ms. Rutkowski confirmed that these aspects are included in what they're planning and discussing with the Council, focusing on the city's level of involvement, the builders' contributions, and how much community members will participate in completing the project.

Mr. Perry asked for confirmation that this serves as a recommendation to the Council.

Mr. Slusarek said that is correct.

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

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

John Ziemer, of 1170 Christian Drive, expressed opposition to the project, stating concerns over smaller lot sizes and reduction in property values.

Christophe Pietruczak, of 3490 Eichstadt Road, expressed his opposition, emphasizing that the neighborhood's concerns should be addressed.

Larry Hammerseng, of 1180 Christian Drive, questioned whether workforce housing is synonymous with low-income housing, noting that the term seems vague online with various interpretations.

Mr. Nau stated the homes will be priced around $250,000-$300,000 and will not be classified as low-income housing.

Mr. Hammerseng noted the absence of developers currently involved and asked if those housing prices could be guaranteed.

Mr. Nau stated there are no developers at this time because the process is still in its early stages.

Ms. Rutkowski stated that due to market uncertainties, they cannot guarantee the housing prices.

Mr. Hammerseng, concerned about increased traffic on the west end, suggested adding a speed hump to slow vehicles.

Mr. Nau mentioned that the development will include a public park, addressing the area's current lack of public park space.

Mr. Hammerseng expressed that the primary concerns are maintaining neighborhood safety and ensuring property values do not decrease.

Sharon Wagner, 339 Eichstadt Road, raised concerns about the neighborhood's lot sizes, suggesting 60-foot widths to match existing properties. Having lived there for 20 years, she supports affordable housing but is worried about crowding and traffic from the 36 planned houses, noting potential impacts on property values and the area's busy traffic, especially near the school on Vinland Road.

Joan Groll, 760 Christian Drive, expressed concerns about the small lot sizes, suggesting larger ones to preserve property values and increase the tax base. She also raised issues about increased traffic affecting children's safety and questioned the compatibility of smaller lots with the existing neighborhood, asking about plans to mitigate potential negative impacts.

Kurt Neitzel, 730 Christian Drive, opposed workforce housing, citing the existing subdivision and insisting that new homes match the current house sizes to preserve property values. Living on the corner next to the development, he questioned if new homes could be rented out.

Mr. Perry clarified that property owners are allowed to rent their homes.

Cindy Dobish, 1185 Christian Drive, emphasized her attachment to the unique, community-focused neighborhood. She expressed concerns that increased traffic and smaller lots could disrupt the area's family-friendly and cohesive atmosphere. She worried these changes could lead to safety issues and drive long-time residents away.

Heather Pinnow, 3483 Jackson Street, mentioned that previous attempts to buy their property for apartment complexes were rejected by neighbors. However, she supports the current proposal, seeing it as essential for housing needs and a great opportunity for Oshkosh's north side.

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 Scheuermann.

Mr. Perry asked if there was any discussion on the motion.

Ms. Propp inquired about the differences in the lot sizes.

Mr. Nau stated that most lots on Christian Drive are about 60 feet wide, with Farmington around 57 feet. Cul-de-sac lots are typically larger, but none of these dimensions are finalized.

Ms. Davey inquired about a larger parcel to the north of the subject property.

Mr. Nau stated it is a single-family lot.

Mr. Nichols clarified that this involves only land acquisition, not determining lot sizes or the number of houses.

Mr. Nichols stated that, once a draft plat is prepared, a neighborhood meeting will be held to discuss it. Concerns about lot sizes or traffic can be addressed directly with the City at that time.

Ms. Rutkowski confirmed that a neighborhood meeting will take place, emphasizing the goal of ensuring anything introduced is accepted by the neighborhood.

Mr. Nichols explained that the Council directed City staff to find locations for workforce housing, which differs from affordable housing. The City aims to collaborate with a developer to build housing following a design guide the City is creating.

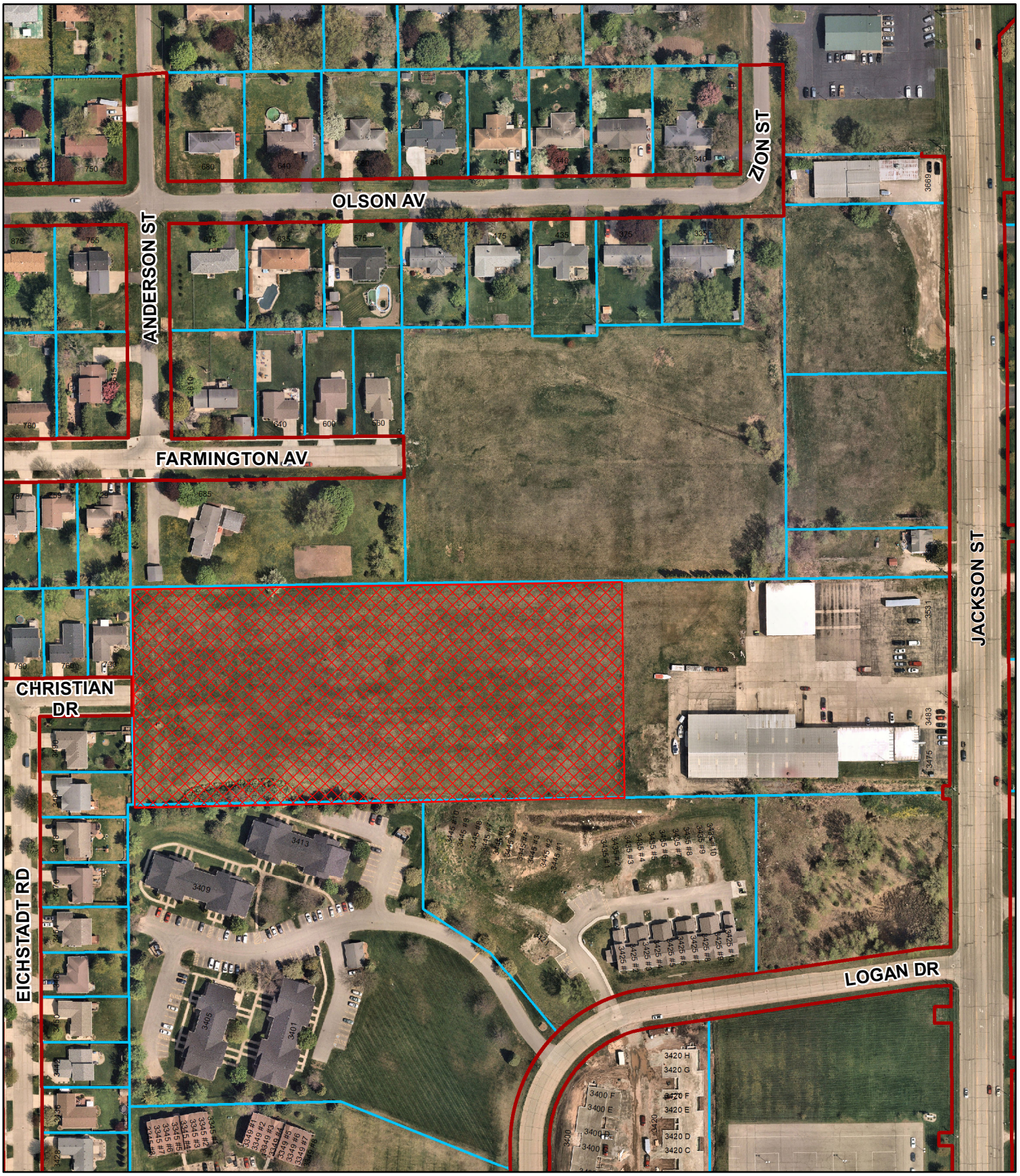
Ms. Rutkowski said staff is working with an architect on developing a housing design book. This guide aims to support infill housing by helping developers design homes that blend well within existing neighborhood aesthetics.

Mr. Nichols expressed enthusiasm for the City's efforts to identify large parcels for neighborhood expansion. He emphasized the Council's desire for substantial neighbor input to ensure neighborhood cohesion without diminishing property values or altering local character. Mr. Nichols acknowledged the importance of addressing real concerns through improved, proactive City communication about plans and intentions to alleviate worries.

Mr. Perry shared his experience, worried about pricing others out of neighborhoods. Terms like "workforce" and "migrant" now have negative perceptions, affecting community inclusivity. He supports the project, urging the use of positive language to attract good residents, referencing success on Jackson Street.

Motion carried 7-0.

Mr. Perry noted that a letter from Kevin and Kristin Wopat of 790 Christian Drive was added to the record.



PART OF 3483 JACKSON ST

N

1 in = 0.04 mi

1 in = 200 ft

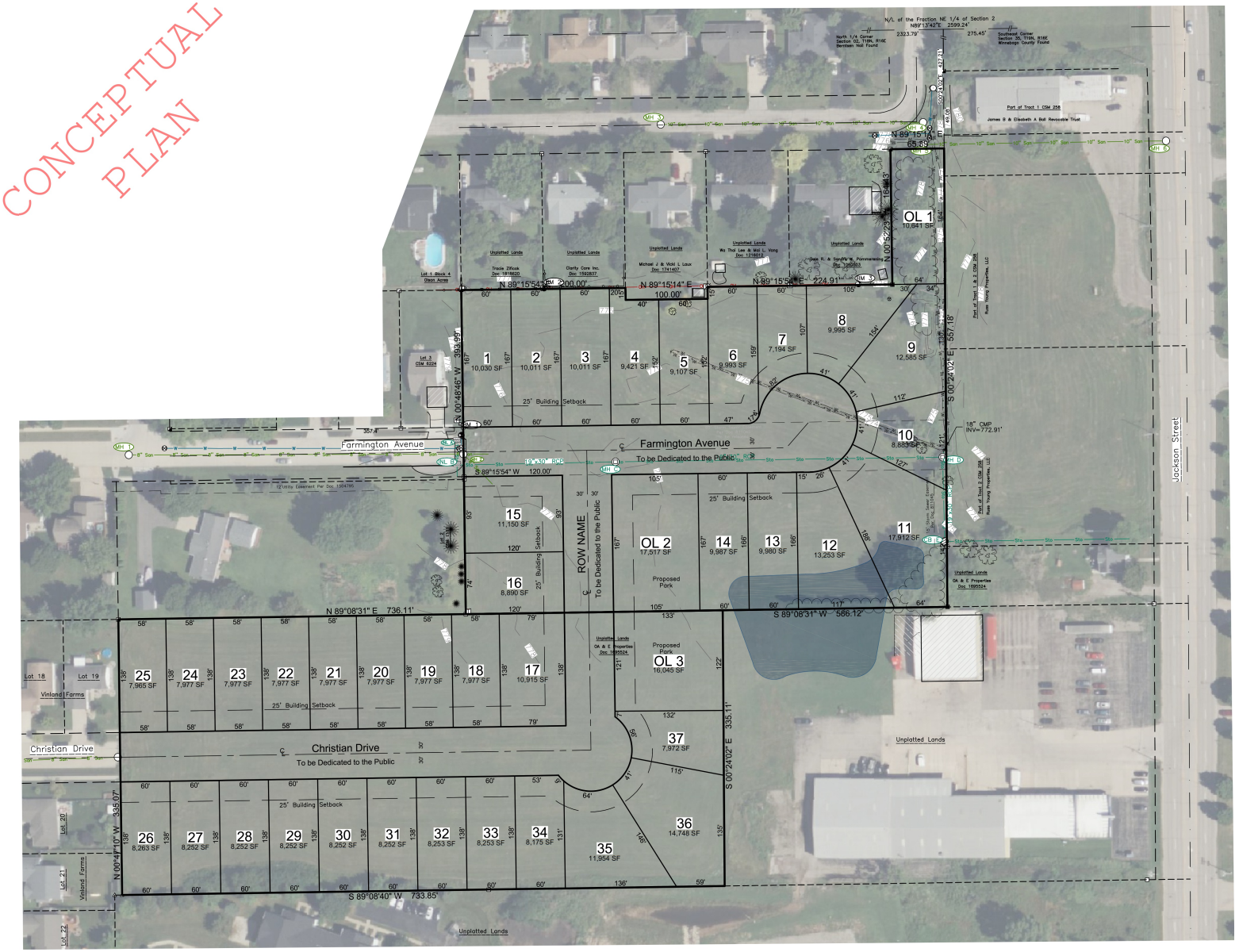
Printing Date: 11/13/2024

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City of Oshkosh

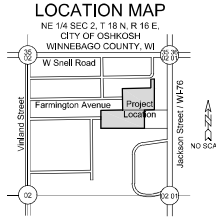
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CONCEPTUAL PLAN



LOCATION MAP

NE 1/4 SEC 2, T 18 N, R 16 E,
CITY OF OSHKOSH
WINNEBAGO COUNTY, WI



SUPPLEMENTARY DATA

Lots 1-16 and Outlots 1 and 2:
Total Area = 240,289 SF 5.5163 acres
R/W Area = 43,726 SF 1.0038 acres
Net Area = 196,563 SF 4.5125 acres
Number of Lots = 16 and 2 Outlots
Average lot size = 10,525 SF
Typical lot dimension = 60'x 167'
Lineal feet of street = 630 LF
Existing zoning = SR-9
Proposed zoning = SR-9

Lots 17-37 and Outlot 3:
Total Area = 246,277 SF 5.6537 acres
R/W Area = 46,633 SF 1.0705 acres
Net Area = 199,644 SF 4.5832 acres
Number of Lots = 21 and 2 Outlots
Average lot size = 8,743 SF
Typical lot dimension = 60'x 138'
Lineal feet of street = 741 LF
Existing zoning = SMU
Proposed zoning = SR-5

Approving Authorities
City of Oshkosh
Objecting Authorities
Department of Administration
NOTES
- Utility and Drainage Easements will be shown on Final Plat

60 0 60 120 180

Bearings are referenced to the Winnebago County coordinate system

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Promontory Terrace, Menasha, WI 54952
Ph: 920-991-1164 Fax: 920-991-1660
www.davel.pro

CONCEPT 1

Farmington Subdivision

City of Oshkosh, Winnebago County, WI
For: City of Oshkosh

Date:	08/19/2024
Filename:	6957Concept1.dwg
Author:	KT
Last Saved by:	kristy
Page	1

Aug 19, 2024 - 01:55 PM J:\Projects\6957\eh\dwg\Civil 3D\6957Concept1.dwg Printed by: kristy

LAND ACQUISITION
PART OF 3483 JACKSON ST
PC: 12-3-2024

RUSS YOUNG PROP LLC
557 HART CT
WAUPACA WI 54981-2709

OA&E PROPERTIES LLC
740 LEEWARD CT W
OSHKOSH WI 54901-2036

JOAN M GROLL
760 CHRISTIAN DR
OSHKOSH WI 54901-0752

KURT W/ANN M NEITZEL
730 CHRISTIAN DR
OSHKOSH WI 54901-0752

CHRIS/MARIE PIETRUCZAK
3490 EICHSTADT RD
OSHKOSH WI 54901-0737

BEE/KIA L THAO
3484 EICHSTADT RD
OSHKOSH WI 54901-0737

KA THAO/VAI LOR
3478 EICHSTADT RD
OSHKOSH WI 54901-0737

ERIC/KALINA N VANG XIONG
3470 EICHSTADT RD
OSHKOSH WI 54901-0737

JACKSON LOGAN LLC
C/O ALEXANDER & BISHOP
300 N MAIN ST STE 300
OSHKOSH WI 54901-4817

KOOPMAN PROPERTIES LLC
PO BOX 575
OSHKOSH WI 54903-0575

JF OSHKOSH LLC
300 N CORPORATE DR STE 280
BROOKFIELD WI 53045-5871

GORDON A GUETZKOW JR
759 FARMINGTON AVE
OSHKOSH WI 54901-1171

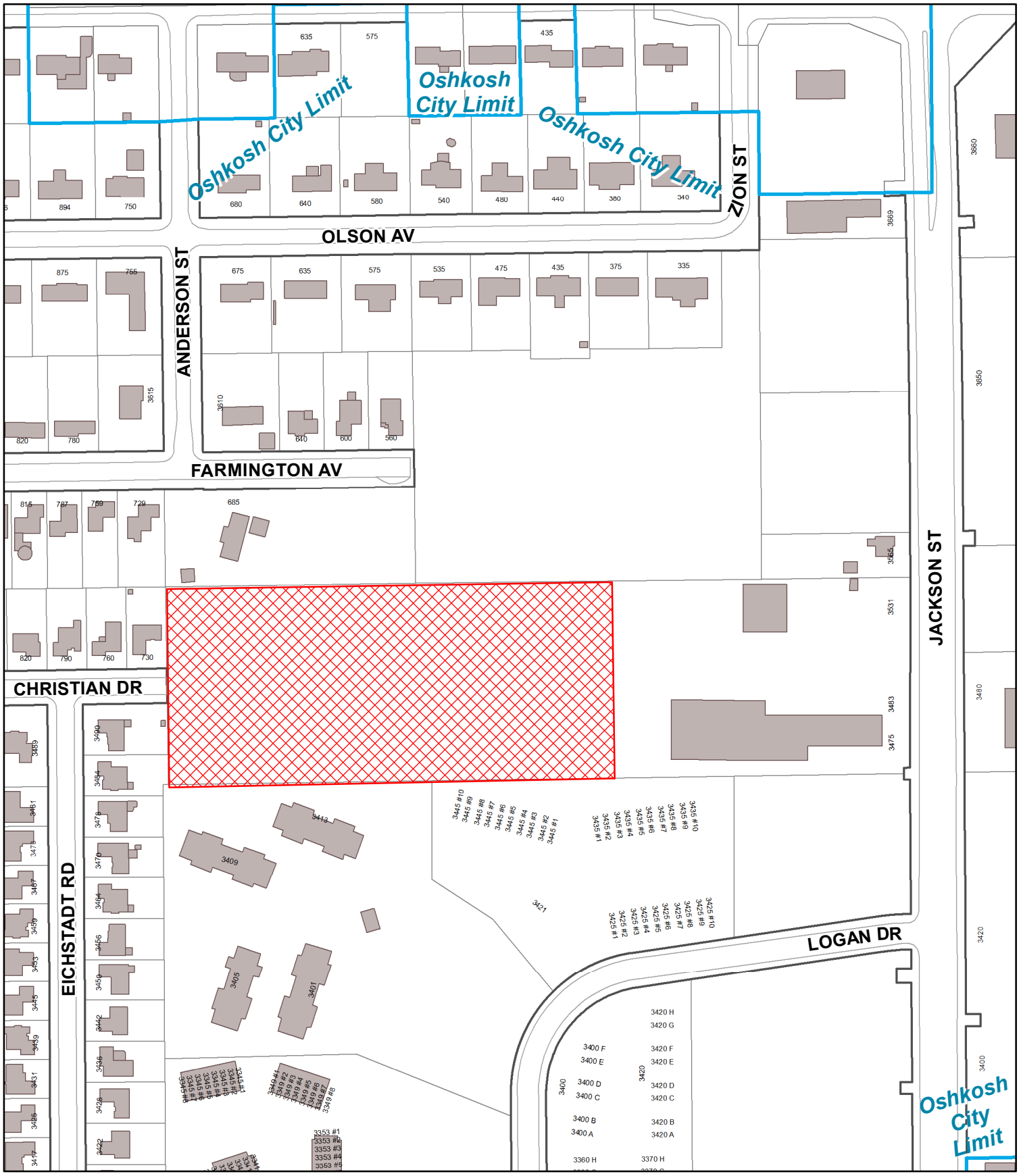
KEVIN R/SANDY K AXON
729 FARMINGTON AVE
OSHKOSH WI 54901-1171

LEE/PENG XUE VANG
685 FARMINGTON AVE
OSHKOSH WI 54901-1197

SDJ PROPERTIES LLC
3420 JACKSON ST
OSHKOSH WI 54901-1659

NORMAN C/JUDITH A KNIEF
3147 WATERFORD CT
NEW BERLIN WI 53151-9530

TOWN OF OSHKOSH CLERK
1076 COZY LN
OSHKOSH WI 54901-1404



BASE MAP

N

1 in = 0.04 mi

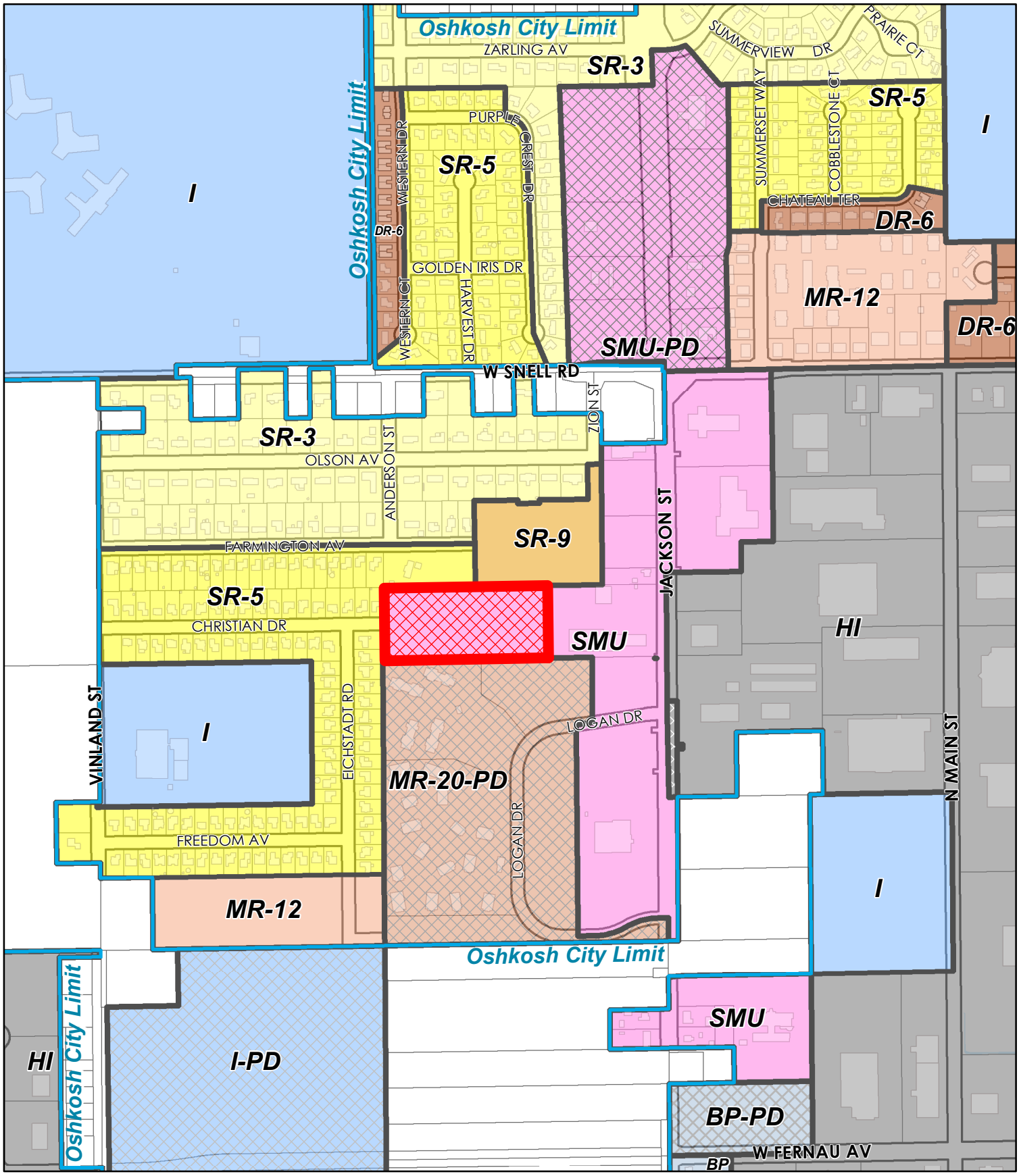
1 in = 220 ft

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ZONING MAP

N

1 in = 0.11 mi

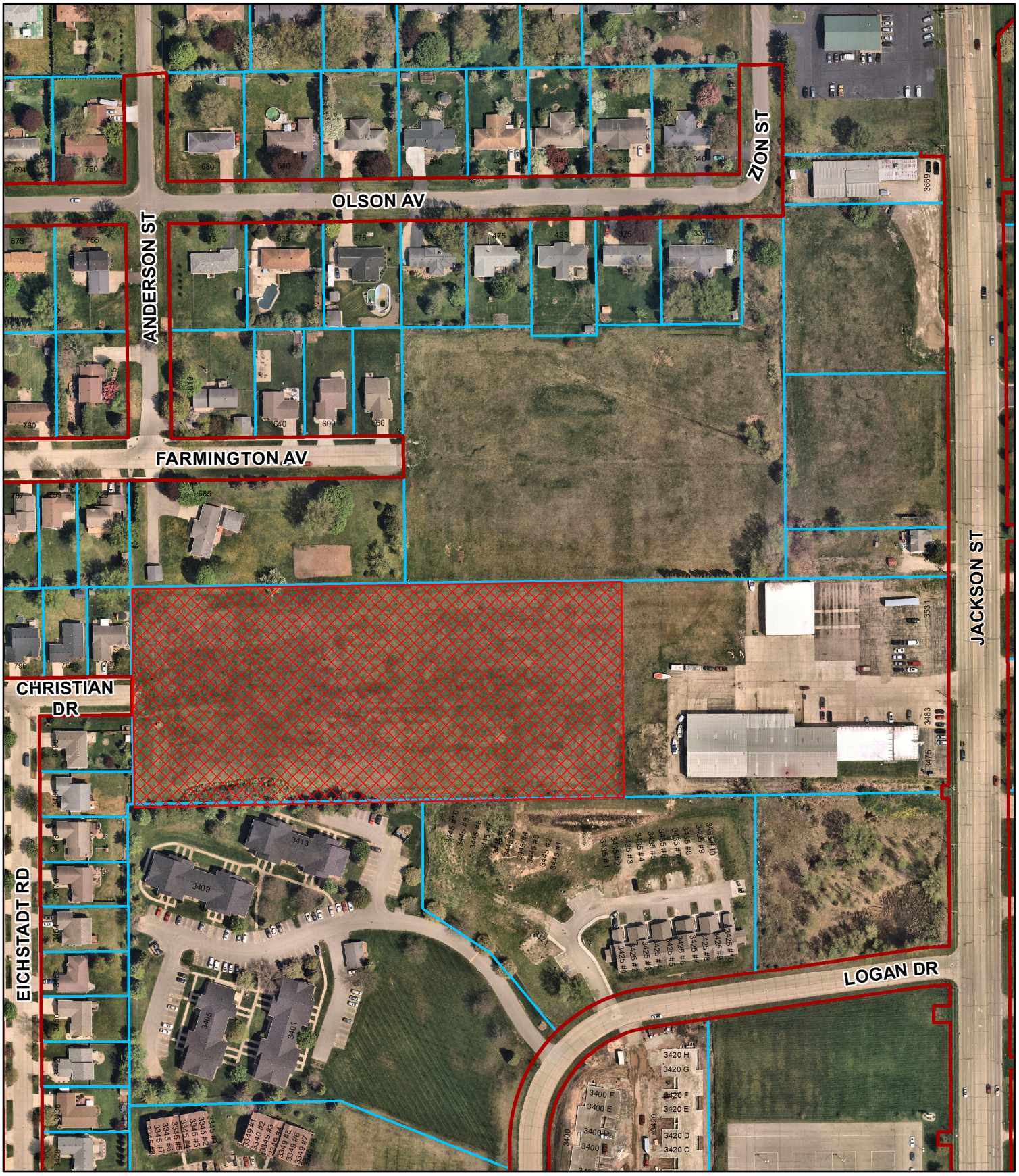
1 in = 600 ft

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AERIAL MAP

N

1 in = 0.04 mi

1 in = 200 ft

Printing Date: 11/13/2024

Prepared by: City of Oshkosh, WI

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TO:	Honorable Mayor and Members of the Common Council
FROM:	Julie Calmes, Finance Director
DATE:	December 10, 2024
SUBJECT:	Res 24-683 Approve Fee Schedule for Sanitary Sewer Use Charges

BACKGROUND

Each year the City requests that Ehlers Financial Advisors review the Long Range Cash Flow Analysis for each of our utilities to make sure rates are sufficient to provide for operations and to plan for issuance on revenue debt necessary to finance capital projects. Attached is the Long Range Cash Flow Analysis for the Water, Sanitary Sewer, and Storm Water Utilities.

In September 2023, the City Council approved non-contractual rates for wholesale customers that the City is currently providing sanitary sewer (wastewater) services to. The wholesale customers are neighboring sanitary districts including the Town of Algoma Sanitary District No. 1, the Blackwolf Sanitary District No. 1, the Town of Oshkosh Island View Sanitary District, the Town of Oshkosh Sunset Point Sanitary District, the Town of Edgewood-Shangri La Sanitary District, and the Town of Oshkosh Winnebago Sanitary District (districts shall be individually referred to as a "Wholesale Customer"). The Non-Contractual rates are based on the assets used by each sanitary district and a rate for each district is based on the assets the district is benefiting from. The updated Interim Sanitary Sewer Rate Analysis for Wholesale Customers/ Sanitary Districts, prepared by Ehlers is attached for your review.

ANALYSIS

SANITARY SEWER UTILITY

The increase is needed due to the following reasons:

- Moderate increase in expenses from 2020 to the present;
- Large Capital Improvement Program in 2025 and beyond with regard to sewer infrastructure projects; and
- Funds needed to meet bond covenant requirements with regard to debt payments (i.e. Debt Coverage).

As enumerated above, the rate increases for direct City customer rates and interim wholesale customer rates are necessary to fund operations and debt service needs in 2025.

WATER UTILITY

The Long Range Cash Flow Analysis for the Water Utility has previously projected a substantial increase in rates in 2025. However, due to capital projects not being completed as quickly as previously anticipated, the City is expecting a more modest increase in 2025. Rates for the Water Utility are governed by and established by the Wisconsin Public Service Commission (PSC). The City will complete a rate case with the PSC in 2025.

FISCAL IMPACT

If approved, the wholesale customer revenue would increase by approximately $143,500. The effect of the increase on the average City residential user is approximately $30.35 on an

annual basis, which equates to a 6.20% increase in sewer rates.

RECOMMENDATION

Staff recommends that Council pass the sewer rate schedule for 2025, including the non-contractual rates.

Attachments

RES 24-683
Attachment to Res 24-683 - Sewer Use Charges Fee Schedule
Cash Flow Analysis
Non-Contractual Rates for Wholesale Customers - Revised
2025 Sewer Rate Model

12/10/2024	24-683	RESOLUTION
CARRIED	7-0	

PURPOSE: APPROVE FEE SCHEDULE FOR SANITARY SEWER USE CHARGES

INITIATED BY: CITY ADMINISTRATION

WHEREAS, the Wastewater Systems Ordinance, Chapter 24, of the Municipal Code provides for the adoption of a fee schedule for wastewater service charges.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the attached Sewer Use Charges Fee Schedule is hereby adopted and shall be in full force and effect on and after January 1, 2025.

Table 1
Comparison of Existing vs. Proposed Rates
City of Oshkosh, WI

	Current	2025 Proposed	$ Change	% Change
Domestic Sewerage Customers				
Monthly Fixed Charge				
5/8"	$12.15	$12.39	$0.24	1.97%
3/4"	$12.15	$12.39	$0.24	1.97%
1"	$19.59	$20.24	$0.65	3.31%
1 1/4"	$25.78	$26.78	$1.00	3.88%
1 1/2"	$31.97	$33.32	$1.35	4.23%
2"	$46.84	$49.02	$2.18	4.66%
3"	$81.53	$85.65	$4.12	5.06%
4"	$131.08	$137.99	$6.91	5.27%
6"	$254.97	$268.82	$13.85	5.43%
8"	$403.63	$425.81	$22.18	5.50%
10"	$626.63	$661.31	$34.68	5.53%
12"	$874.40	$922.97	$48.57	5.55%
Volumetric Charge per 100 CU. FT.	$6.62	$7.12	$0.50	7.58%
Monthly flat charge (Based Upon 4.34 CCF/Mo.)	$40.88	$43.33	$2.45	5.98%
Non Domestic Customers				
Monthly Facilities Charge				
Volumetric Rate				
High Strength Industrial				
Surcharge Rate BOD /lb	$0.771	$0.810	$0.04	5.05%
Surcharge Rate TSS /lb	$0.585	$0.710	$0.12	21.30%
Surcharge Rate Phosphorus /lb	$6.512	$7.932	$1.42	21.80%
Surcharge Rate NH3-N /lb	$1.697	$1.789	$0.09	5.47%
Hauled Waste Charges				
Septic Tank Rate per 1,000 gal	$99.50	$99.50	$0.00	0.00%
Holding Tank Rate per 1,000 gal	$7.27	$7.27	$0.00	0.00%
Porta Potty Waste Rate per 1,000 gal	$59.19	$59.19	$0.00	0.00%
Reading/Billing of "Credit" Meter for "Water Only" Usage	$1.67	$1.67	$0.00	0.00%
Annual Cost for Average Residential User	**$489.20**	**$519.56**	**$30.35**	**6.20%**
Monthly Increase			**$2.53**	

Outside User Rate Calculations
Rate Summary

City of Oshkosh, WI

Proposed 2025 Rates

Monthly Charges - Sunset Sanitary District	
Volumetric Rate per 100 Cubic Feet	$2.98

Monthly Charges - Algoma Sanitary District	
Volumetric Rate per 100 Cubic Feet	$2.98

Monthly Charges - Blackwolf, Winnebago, Island View, Edgewood Sanitary Districts	
Volumetric Rate per 100 Cubic Feet	$3.39

Summary of Projected Revenues by Sanitary District

	Annual Revenue
Algoma SD	$759,537.46
Sunset SD	$15,761.09
Blackwolf SD	$212,015.34
Island View SD	$63,953.37
Edgewood Shangri-la SD	$9,633.19
Winnebago SD	$9,494.16
Totals	$1,070,394.62

Outside User Rate Calculations
Rate Summary

City of Oshkosh, WI

Current Rates

Monthly Charges - Sunset Sanitary District	
Volumetric Rate per 100 Cubic Feet	$2.49

Monthly Charges - Algoma Sanitary District	
Volumetric Rate per 100 Cubic Feet	$2.49

Monthly Charges - Blackwolf, Island View, Edgewood Sanitary Districts	
Volumetric Rate per 100 Cubic Feet	$2.93

Summary of Projected Revenues by Sanitary District

	Annual Revenue
Algoma SD	$669,956.65
Sunset SD	$22,058.22
Blackwolf SD	$172,793.35
Island View SD	$53,436.23
Edgewood Shangri-la SD	$8,659.00
Totals	$926,903.45

December 10, 2024

2024 WATER, SEWER, AND STORMWATER LONG-RANGE CASH FLOW ANALYSIS UPDATE:

City of Oshkosh, WI

EHLERS
PUBLIC FINANCE ADVISORS

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BUILDING COMMUNITIES. IT'S WHAT WE DO.

Water, Sewer and Stormwater Utilities
Cash Flow and Debt Analysis
Supporting Worksheets



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EHLERS
PUBLIC FINANCE ADVISORS

Table 1
Water Utility Capital Improvement Plan
City of Oshkosh, WI

Projects	Funding	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Totals
WFP: Dual Media Filter Repairs/Replacement	Revenue Debt			1,700,000	1,700,000							*3,400,000*
WD: Repl Sensus Water Meter Base Stations	Revenue Debt		50,000									*50,000*
WFD: Repl Granulated Activated Carbon Filter Me	Revenue Debt			2,100,000	2,100,000							*4,200,000*
WFP: Repl Washburd St Booster Station pmps	Revenue Debt	2,400,000										*2,400,000*
WD: New Wach Valve Maintenance Trailer	Revenue Debt	120,000										*120,000*
WD: Water Meter Test Benches Repl	Revenue Debt	350,000										*350,000*
WD: Building Addition/Remodel	Revenue Debt	200,000	125,000		3,200,000							*3,525,000*
WFP: Ammonia Gas Scrubber	Revenue Debt	100,000	600,000									*700,000*
WFP: Chlorine Gas Scrubber	Revenue Debt	100,000	600,000									*700,000*
WFP: Chlorine Feed System Piping	Revenue Debt	300,000										*300,000*
WFP: Flouride Tanks/Feed Pumps Repl	Revenue Debt	100,000		600,000								*700,000*
WD: Building Roof Replacement	Revenue Debt									150,000		*150,000*
WD: Tri-Axle Dump Truck	Revenue Debt		300,000		300,000			320,000				*920,000*
WD: #804 Concrete Breaker	Revenue Debt			225,000								*225,000*
WFP: Ploymer Feed Systems Replacement	Revenue Debt			500,000								*500,000*
WD: #811, Air Compressor	Revenue Debt				45,000							*45,000*
WD: #812 Ditch Witch/Vac All Trailer	Revenue Debt				120,000							*120,000*
WFP: Backwash Controls/Air Scour Blower Repl	Revenue Debt				660,000							*660,000*
WFP: Sludge Pump Replacement	Revenue Debt				180,000							*180,000*
WFP: Alum Piping/Day Tanks/Transfer Pumps Rep	Revenue Debt				60,000	750,000						*810,000*
WFP: #892 3/4 Ton 4x4 Pickup Truck	Revenue Debt				75,000							*75,000*
WFP: Mix\Sed Basin\GAC Gallery Valve Repl	Revenue Debt					60,000	1,356,000					*1,416,000*
WFP: Repl Systems Sedimentation Basins	Revenue Debt					1,800,000						*1,800,000*
WD: Tractor Backhoe/Loader	Revenue Debt	365,000							375,000			*740,000*
WD: #828 1-Ton Service Truck	Revenue Debt					120,000						*120,000*
WFP: Ammonia Bulk Storage Tanks/Scales Replac	Revenue Debt							1,056,000				*1,056,000*
WFP: Ammonia Storage System Valves Replacem	Revenue Debt							540,000				*540,000*
WFP: Repl Roof Over DMF/GAC Filter Galleries	Revenue Debt								570,000			*570,000*
WFP: Replace Chlorine Feed Equipment	Revenue Debt								1,000,000			*1,000,000*
WFP: Replace WFP Analyzers	Revenue Debt									500,000		*500,000*
WFP: Sed Basin Sludge Pump Repl	Revenue Debt									50,000	200,000	*250,000*
UI: Asphalt Project (Annual)	Revenue Debt		50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	*450,000*
UI: Bay Shore Dr Reconst	Revenue Debt	96,000										*96,000*
UI: Bay Street Reconstruction	Revenue Debt	149,000										*149,000*
UI: Central Street Reconstruction	Revenue Debt	559,200										*559,200*
UI: Faust Avenue Wtr Mn Repl	Revenue Debt	648,200										*648,200*
UI: Jackson Stret/Oregon Street Reconstruction	Revenue Debt	50,000				1,359,500						*1,409,500*
UI: Michigan Street Reconstruction	Revenue Debt	207,300										*207,300*
UI: N Lark Street Wtr Mn Repl	Revenue Debt	1,056,000										*1,056,000*
UI: National Avenue Wtr Mn Repl	Revenue Debt	625,500										*625,500*
UI: West 11th Avenue Reconstruction	Revenue Debt	329,300										*329,300*
UI: Waugoo Avenue Reconstruction	Revenue Debt	746,800										*746,800*
UI: W 15th Avenue Reconstruction	Revenue Debt	1,051,700										*1,051,700*
UI: Clairville Road Swr & Wtr Ext	Revenue Debt		242,200									*242,200*
UI: Josslyn Street Wtr Mn Repl	Revenue Debt		1,667,200									*1,667,200*
UI: Ohio Street Reconstruction	Revenue Debt		350,500									*350,500*
UI: Scott Avenue Reconstruction	Revenue Debt		1,098,500									*1,098,500*
UI: West 16th Avenue Reconstruction	Revenue Debt		750,300									*750,300*
UI: Bowen Street Reconstruction	Revenue Debt		50,000	2,375,300								*2,425,300*
UI: Clairville Road Swr & Wtr Extension	Revenue Debt			749,900								*749,900*
UI: Montclair Place Wtr Mn Repl	Revenue Debt			681,800								*681,800*
UI: Oakwood Road Wtr Mn Repl	Revenue Debt			1,138,700								*1,138,700*
UI: Scott Ave Reconstruction	Revenue Debt			871,200								*871,200*
UI: West 14th Avenue Reconstruction	Revenue Debt			1,861,400								*1,861,400*
UI: Wright Street Reconstruction	Revenue Debt			1,158,800								*1,158,800*
UI: Bowen Street Reconstruction	Revenue Debt				718,000							*718,000*
UI: Grand Street Reconstruction	Revenue Debt				218,900							*218,900*
UI: Hudson Avenue Reconstruction	Revenue Debt				470,300							*470,300*
UI: Madison Street Reconstruction	Revenue Debt				441,000							*441,000*
UI: Mill Street Reconstruction	Revenue Debt				272,200							*272,200*
UI: Pleasant Street Reconstruction	Revenue Debt				441,000							*441,000*
UI: STH91 Utility Construction	Revenue Debt				1,378,700							*1,378,700*
UI: Bowen Street Reconstruction	Revenue Debt					1,410,000						*1,410,000*
UI: Merritt Avenue Reconstruction	Revenue Debt					8,060,600						*8,060,600*
UI: S Main Street Reconstruction	Revenue Debt			200,000								*200,000*
UI: S Washburn Asphalt Const-W Waukau	Revenue Debt						10,000					*10,000*
UI: Van Buren Avenue Reconstruction	Revenue Debt						982,400					*982,400*
UI: West 19th Avenue Reconstruction	Revenue Debt						1,003,200					*1,003,200*
UI: Woodland Ave Reconstruction	Revenue Debt						691,700					*691,700*

UI: S Main St Reconstruction	Revenue Debt							3,624,000				3,624,000
UI: Woodland Ave Reconstruction	Revenue Debt							334,600				334,600
UI: Jefferson Street Reconstruction	Revenue Debt								2,228,600			2,228,600
UI: N Eagle St Reconst	Revenue Debt								696,300			696,300
UI: N Sawyer St Reconstruction	Revenue Debt									2,128,600		2,128,600
UI: W 4th Avenue Reconstruction	Revenue Debt									1,010,400		1,010,400
UI: Nebraska Street Reconstruction	Revenue Debt										1,420,700	1,420,700
UI: W 9th Ave Reconstruction	Revenue Debt										2,291,600	2,291,600
Implementation of Lake Shore Drive Reimagination	Revenue Debt			650,000								650,000
												0
Special Assessments												0
UI: Bay Shore Dr Reconst	Special Assessment	13,500										13,500
UI: Fermau Avenue Dr Reconst	Special Assessment	250,000										250,000
UI: Jackson Stret/Oregon Street Reconstruction	Special Assessment					8,500						8,500
UI: Clairville Road Swr & Wtr Ext	Special Assessment		1,440,400									1,440,400
UI: Josslyn Street Wtr Mn Repl	Special Assessment		92,300									92,300
UI: West 16th Avenue Reconstruction	Special Assessment		8,100									8,100
UI: Clairville Road Swr & Wtr Ext	Special Assessment			332,200								332,200
UI: Bowen Street Reconstruction	Special Assessment				19,300							19,300
UI: STH91 Utility Construction	Special Assessment				308,600							308,600
UI: S Main St Reconstruction	Special Assessment							128,000				128,000
UI: N Eagle St Reconst	Special Assessment								7,100			7,100
UI: N Sawyer St Reconstruction	Special Assessment									44,900		44,900
												0
Water Cash Funded Projects												0
UI: Concrete Pavement Repairs (Annual)	Cash	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	150,000
UI: Misc Utility Owned Lead Service Repl	Cash	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
UI: 20-91 Upfront Engineering Servcies	Cash	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	500,000
Meter Change-Out Program	Cash	953,000	1,029,000	1,132,000	1,245,000	1,365,000	1,501,000					7,225,000
WFP: Oakwood & Knapp PRV Components Repl	Cash	30,000										30,000
WFP: Washburn Wtr Twr Valve Vault Repl	Cash	30,000										30,000
WFP: Repl Fire Alarm Syst Ctrl Panel	Cash		36,000									36,000
WFP: SW Wtr Twr Ext Painting/Add Mixing	Cash			750,000								750,000
WD: Replace 1 Ton Ext Cab Pick Truck	Cash			55,000						60,000		115,000
WFP: WFP Administration Area Carpet	Cash				25,000							25,000
WD: #809 Trailer-Mounted Dewatering Pump	Cash	60,000										60,000
WD: #805 Forklift	Cash	60,000										60,000
WD: Replace 1/2 Ton Vans	Cash	50,000			55,000	55,000		60,000		60,000		280,000
WD: Replace 1 Ton Ext Cab Pick Truck	Cash	80,000						180,000				260,000
WFP: Contact/Backwash/Sedimentation Basin Pair	Cash						300,000					300,000
WD: Reapplication of WDC Masonry Sealing	Cash								50,000			50,000
WFP: Chem Storage Tank Maint	Cash									20,000	70,000	90,000
WFP: #891 Pickup Truck	Cash										75,000	75,000
												0
Water Safe Drinking Funded Projects												0
WFP: Clearwell Replacement	Revenue Debt	36,600,000										36,600,000
WFP: Replace Liquid Oxygen System	Revenue Debt	3,000,000										3,000,000
												0
Prior Year Funding												0
UI: Fernau Avenue Construction	Prior Year	450,000										450,000
UI: Bay Shore Dr Reconst	Prior Year	500,000										500,000
UI: Central St Reconstruction	Prior Year	500,000										500,000
UI: Michigan Street Reconstruction	Prior Year	500,000										500,000
UI: W 15th Ave Reconstruction	Prior Year	500,000										500,000
UI: Ohio St Reconstruction	Prior Year		1,000,000									1,000,000
UI: W 16th Ave Reconstruction	Prior Year		1,000,000									1,000,000
Actual CIP Costs		**53,295,500**	**10,654,500**	**17,296,300**	**14,248,000**	**15,203,600**	**6,059,300**	**6,457,600**	**5,142,000**	**4,238,900**	**4,272,300**	**136,868,000**

Sources of Funding	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	
G.O. Debt	0	0	0	0	0	0	0	0	0	0	0
Revenue Debt	49,154,000	5,883,700	14,862,100	12,430,100	13,610,100	4,093,300	5,924,600	4,919,900	3,889,000	3,962,300	118,729,100
Grants/Aids	0	0	0	0	0	0	0	0	0	0	0
Special Assessment	263,500	1,540,800	332,200	327,900	8,500	0	128,000	7,100	44,900	0	2,652,900
User Fees	0	0	0	0	0	0	0	0	0	0	0
Tax Levy	0	0	0	0	0	0	0	0	0	0	0
Prior Year Funding	2,450,000	2,000,000	0	0	0	0	0	0	0	0	4,450,000
Safe Drinking Water Fund Loan	0	0	0	0	0	0					0
Cash	1,428,000	1,230,000	2,102,000	1,490,000	1,585,000	1,966,000	405,000	215,000	305,000	310,000	11,036,000
Total	**53,295,500**	**10,654,500**	**17,296,300**	**14,248,000**	**15,203,600**	**6,059,300**	**6,457,600**	**5,142,000**	**4,238,900**	**4,272,300**	**136,868,000**

Notes:

Table 2
Capital Improvements Financing Plan - Water
City of Oshkosh, WI

		2025		2025		2026		2027		2028		2029
		Revenue Bonds		Rev BAN		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds
		2025 Water Projects		2025 Water Projects		2026 Water Projects		2027 Water Projects		2028 Water Projects		2029 Water and Storm Projects
CIP Projects[1]												
Water		9,554,000		39,600,000		5,883,700		14,862,100		12,430,100		13,610,100
Refund Rev BAN		-		-		-		-		-		39,600,000
Subtotal Project Costs		**9,554,000**		**39,600,000**		**5,883,700**		**14,862,100**		**12,430,100**		**53,210,100**
CIP Projects[1]		**9,554,000**		**39,600,000**		**5,883,700**		**14,862,100**		**12,430,100**		**53,210,100**
Debt Service Reserve												
Debt Service Reserve Funds On Hand		(4,898,722)		-		(5,619,480)		(5,765,320)		(6,957,907)		(7,792,598)
New Debt Service Reserve Requirement		5,619,480		-		5,765,320		6,957,907		7,792,598		9,245,275
Subtotal Reserve Fund Requirement		720,757		0		145,840		1,192,587		834,691		1,452,677
Estimated Issuance Expenses		**273,050**		**0**		**186,638**		**355,700**		**317,175**		**962,813**
Municipal Advisor (Ehlers)		79,200				61,600		89,100		85,700		165,900
Bond Counsel		30,000				25,000		30,000		30,000		50,000
Rating Fee		32,000				22,000		32,000		32,000		52,000
Maximum Underwriter's Discount	12.50	131,000	0.00	0	12.50	77,188	12.50	203,750	12.50	168,625	12.50	694,063
Paying Agent		850				850		850		850		850
Subtotal Issuance Expenses		273,050		0		186,638		355,700		317,175		962,813
TOTAL TO BE FINANCED		**10,547,807**		**39,600,000**		**6,216,178**		**16,410,387**		**13,581,966**		**55,625,589**
Estimated Interest Earnings	3.00%	(71,655)	0.00%	0	3.00%	(44,128)	3.00%	(111,466)	3.00%	(93,226)	3.00%	(102,076)
Assumed spend down (months)	3.00		0.00		3.00		3.00		3.00		3.00	
Rounding		3,848		-		2,950		1,079		1,260		1,486
NET BOND SIZE		**10,480,000**		**39,600,000**		**6,175,000**		**16,300,000**		**13,490,000**		**55,525,000**

Notes:
1) Source of Project Totals

Table 3
Water Utility Projected Debt Service Payments (PROPOSED)
City of Oshkosh, WI

NAME	2024 Revenue Bonds				2025 Revenue Bonds				2025 Rev BAN				2026 Revenue Bonds				2027 Revenue Bonds				2028 Revenue Bonds				2029 Revenue Bonds				PROPOSED Water Utility Debt Service Summary				
AMT DATED	$5,290,000 12/18/2024				$10,480,000 8/1/2025				$39,600,000 8/1/2025				$6,175,000 8/1/2026				$16,300,000 8/1/2027				$13,490,000 8/1/2028				$55,525,000 8/1/2029								
Year	Principal	Rates	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Total Prin	Total Int	Total P&I	Prin Outstanding	Year
2024																													0	0	0	5,290,000	2024
2025			130,007	130,007																									0	0	0	55,370,000	2025
2026	175,000	5.000%	238,125	413,125	375,000	4.200%	438,139	813,139			2,475,000	2,475,000																	550,000	2,913,139	3,463,139	60,995,000	2026
2027	180,000	5.000%	229,250	409,250	350,000	4.100%	463,636	813,636			1,980,000	1,980,000	220,000	4.300%	263,888	483,888													750,000	2,707,523	3,457,523	76,545,000	2027
2028	190,000	5.000%	220,000	410,000	365,000	4.000%	449,161	814,161			1,980,000	1,980,000	205,000	4.200%	279,273	484,273	570,000	4.400%	711,740	1,281,740									1,330,000	3,420,173	4,750,173	88,705,000	2028
2029	200,000	5.000%	210,250	410,250	380,000	4.050%	434,166	814,166	39,600,000	5.000%	990,000	40,590,000	210,000	4.100%	270,663	480,663	530,000	4.300%	753,649	1,283,649	475,000	4.400%	588,946	1,063,946					41,395,000	3,037,423	44,432,423	102,835,000	2029
2030	210,000	5.000%	200,000	410,000	395,000	4.100%	418,373	813,373					220,000	4.150%	261,793	481,793	555,000	4.200%	730,599	1,285,599	440,000	4.300%	623,527	1,063,527	1,950,000	4.400%	2,424,357	4,374,357	3,770,000	4,458,648	8,228,648	99,065,000	2030
2031	225,000	5.000%	189,125	414,125	410,000	4.150%	401,768	811,768					230,000	4.200%	252,398	482,398	580,000	4.250%	706,619	1,286,619	460,000	4.200%	604,407	1,064,407	1,810,000	4.300%	2,566,838	4,376,838	3,715,000	4,532,029	8,247,029	95,350,000	2031
2032	235,000	5.000%	177,625	412,625	425,000	4.200%	384,336	809,336					240,000	4.250%	242,468	482,468	605,000	4.300%	681,287	1,286,287	480,000	4.250%	584,547	1,064,547	1,890,000	4.200%	2,488,233	4,378,233	3,875,000	4,380,869	8,255,869	91,475,000	2032
2033	245,000	5.000%	165,625	410,625	445,000	4.250%	365,954	810,954					250,000	4.300%	231,993	481,993	630,000	4.350%	654,577	1,284,577	500,000	4.300%	563,597	1,063,597	1,970,000	4.250%	2,406,681	4,376,681	4,040,000	4,222,800	8,262,800	87,435,000	2033
2034	260,000	5.000%	153,000	413,000	465,000	4.300%	346,501	811,501					260,000	4.350%	220,963	480,963	660,000	4.400%	626,354	1,286,354	520,000	4.350%	541,537	1,061,537	2,055,000	4.300%	2,320,636	4,375,636	4,220,000	4,055,989	8,275,989	83,215,000	2034
2035	270,000	5.000%	139,750	409,750	485,000	4.600%	325,348	810,348					275,000	4.400%	209,258	484,258	685,000	4.450%	596,593	1,281,593	545,000	4.400%	518,237	1,063,237	2,145,000	4.350%	2,229,799	4,374,799	4,405,000	3,879,234	8,284,234	78,810,000	2035
2036	285,000	5.000%	125,875	410,875	510,000	4.600%	302,463	812,463					285,000	4.700%	196,510	481,510	720,000	4.500%	565,152	1,285,152	570,000	4.450%	493,564	1,063,564	2,245,000	4.400%	2,133,756	4,378,756	4,615,000	3,691,444	8,306,444	74,195,000	2036
2037	300,000	5.000%	111,250	411,250	535,000	4.650%	278,294	813,294					300,000	4.700%	182,763	482,763	755,000	4.800%	530,832	1,285,832	595,000	4.500%	467,494	1,062,494	2,340,000	4.450%	2,032,301	4,372,301	4,825,000	3,491,683	8,316,683	69,370,000	2037
2038	315,000	5.000%	95,875	410,875	560,000	4.700%	252,696	812,696					315,000	4.750%	168,231	483,231	790,000	4.800%	493,752	1,283,752	625,000	4.800%	439,107	1,064,107	2,450,000	4.500%	1,925,111	4,375,111	5,055,000	3,278,895	8,333,895	64,315,000	2038
2039	330,000	4.000%	81,400	411,400	585,000	4.800%	225,496	810,496					330,000	4.800%	152,830	482,830	830,000	4.850%	454,664	1,284,664	655,000	4.800%	408,387	1,063,387	2,565,000	4.800%	1,808,426	4,373,426	5,295,000	3,049,802	8,344,802	59,020,000	2039
2040	345,000	4.000%	67,900	412,900	615,000	4.920%	196,327	811,327					345,000	4.900%	136,458	481,458	870,000	4.900%	413,222	1,283,222	685,000	4.850%	376,055	1,061,055	2,690,000	4.800%	1,682,306	4,372,306	5,550,000	2,804,366	8,354,366	53,470,000	2040
2041	360,000	4.000%	53,800	413,800	645,000	4.970%	165,169	810,169					365,000	5.020%	118,844	483,844	915,000	5.000%	369,032	1,284,032	720,000	4.900%	341,804	1,061,804	2,825,000	4.850%	1,549,239	4,374,239	5,830,000	2,544,088	8,374,088	47,640,000	2041
2042	370,000	4.000%	39,200	409,200	680,000	5.020%	132,073	812,073					380,000	5.070%	100,049	480,049	965,000	5.120%	321,453	1,286,453	755,000	5.000%	305,289	1,060,289	2,970,000	4.900%	1,407,968	4,377,968	6,120,000	2,266,832	8,386,832	41,520,000	2042
2043	390,000	4.000%	24,000	414,000	715,000	5.100%	96,773	811,773					405,000	5.120%	80,048	485,048	1,015,000	5.170%	270,511	1,285,511	795,000	5.120%	266,062	1,061,062	3,120,000	5.000%	1,257,203	4,377,203	6,440,000	1,970,596	8,410,596	35,080,000	2043
2044	405,000	4.000%	8,100	413,100	750,000	5.100%	59,415	809,415					425,000	5.200%	58,630	483,630	1,065,000	5.220%	216,477	1,281,477	840,000	5.170%	223,996	1,063,996	3,280,000	5.120%	1,095,235	4,375,235	6,765,000	1,653,753	8,418,753	28,315,000	2044
2045					790,000	5.100%	20,145	810,145					445,000	5.200%	36,010	481,010	1,125,000	5.300%	158,868	1,283,868	885,000	5.220%	179,184	1,064,184	3,450,000	5.170%	922,085	4,372,085	6,695,000	1,316,291	8,011,291	21,620,000	2045
2046													470,000	5.200%	12,220	482,220	1,185,000	5.300%	97,653	1,282,653	930,000	5.300%	131,440	1,061,440	3,635,000	5.220%	738,029	4,373,029	6,220,000	979,341	7,199,341	15,400,000	2046
2047																	1,250,000	5.300%	33,125	1,283,125	980,000	5.300%	80,825	1,060,825	3,835,000	5.300%	541,528	4,376,528	6,065,000	655,478	6,720,478	9,335,000	2047
2048																					1,035,000	5.300%	27,428	1,062,428	4,040,000	5.300%	332,840	4,372,840	5,075,000	360,268	5,435,268	4,260,000	2048
2049																									4,260,000	5.300%	112,890	4,372,890	4,260,000	112,890	4,372,890	0	2049
2050																													0	0	0	0	2050
2051																													0	0	0	0	2051
2052																													0	0	0	0	2052
2053																													0	0	0	0	2053
2054																													0	0	0	0	2054
2055																													0	0	0	0	2055
2056																													0	0	0		2056
TOTALS	5,290,000		2,660,157	7,950,157	10,480,000		5,756,229	16,236,229	39,600,000		7,425,000	47,025,000	6,175,000		3,475,284	9,650,284	16,300,000		9,386,153	25,686,153	13,490,000		7,765,428	21,255,428	55,525,000		31,975,456	87,500,456	146,860,000	65,783,551	212,643,551		TOTALS

Table 4
Water Utility Cash Flow Analysis - Projected 2024-2034
City of Oshkosh, WI

	Est. 2024	Budget 2025	Projected 2026	2027	2028	2029	2030	2031	2032	2033	2034
Revenues											
Total Revenues from User Rates[1]	$19,029,600	$19,029,600	$24,824,113	$24,824,113	$29,669,780	$29,669,780	$29,669,780	$29,669,780	$32,799,942	$32,799,942	$32,799,942
Percent Increase to User Rates	**0.00%**	**0.00%**	**30.45%**	**0.00%**	**19.52%**	**0.00%**	**0.00%**	**0.00%**	**10.55%**	**0.00%**	**0.00%**
Cumulative Percent Rate Increase	**0.00%**	**0.00%**	**30.45%**	**30.45%**	**55.91%**	**55.91%**	**55.91%**	**55.91%**	**72.36%**	**72.36%**	**72.36%**
Dollar Amount Increase to Revenues		**$0**	**$5,794,513**	**$0**	**$4,845,667**	**$0**	**$0**	**$0**	**$3,130,162**	**$0**	**$0**
Other Revenues											
Interest Income	$1,354,000	$755,000	$89,345	$80,911	$92,009	$121,640	$156,499	$143,847	$258,694	$274,821	$299,461
Other Income	$183,500	$185,185	$171,887	$173,606	$175,342	$177,095	$178,866	$180,655	$182,461	$184,286	$186,129
Special Assessment Revenue			$26,350	$180,430	$213,650	$246,440	$247,290	$247,290	$260,090	$260,800	$265,290
Total Other Revenues	$1,537,500	$940,185	$287,581	$434,946	$481,001	$545,176	$582,655	$571,792	$701,246	$719,907	$750,880
Total Revenues	$20,567,100	$19,969,785	$25,111,695	$25,259,060	$30,150,781	$30,214,956	$30,252,435	$30,241,572	$33,501,188	$33,519,849	$33,550,821
Less: Expenses											
Operating and Maintenance[2]	$10,326,969	$10,273,133	$10,578,777	$10,893,538	$11,217,691	$11,551,515	$11,895,300	$12,249,342	$12,613,950	$12,989,439	$13,376,134
PILOT Payment	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600
Net Before Debt Service and Capital Expenditures	$8,697,531	$8,154,052	$12,990,318	$12,822,921	$17,390,490	$17,120,841	$16,814,536	$16,449,629	$19,344,637	$18,987,810	$18,632,088
Debt Service											
Existing Debt P&I	$6,868,439	$6,550,790	$6,547,830	$5,793,669	$5,638,915	$5,075,252	$5,057,068	$4,644,914	$4,334,148	$4,022,098	$3,831,598
New (2024-2033) Debt Service P&I	$0	$0	$3,463,139	$3,457,523	$4,750,173	$44,432,423	$8,228,648	$8,247,029	$8,255,869	$8,262,800	$8,275,989
Total Debt Service	$6,868,439	$6,550,790	$10,010,969	$9,251,192	$10,389,088	$49,507,675	$13,285,715	$12,891,943	$12,590,017	$12,284,898	$12,107,587
Transfer In (Out)/Capital Contributions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Less: Capital Improvements/COI	$15,618,015	$53,568,550	$10,841,138	$17,652,000	$14,565,175	$16,166,413	$6,059,300	$6,457,600	$5,142,000	$4,238,900	$4,272,300
Debt Proceeds	$5,697,214	$50,080,000	$6,175,000	$16,300,000	$13,490,000	$55,525,000	$0	$0	$0	$0	$0
Net Annual Cash Flow	**($8,091,709)**	**($1,885,289)**	**($1,686,788)**	**$2,219,729**	**$5,926,227**	**$6,971,753**	**($2,530,480)**	**($2,899,914)**	**$1,612,620**	**$2,464,011**	**$2,252,201**
Restricted and Unrestricted Cash Balance:											
Balance at first of year	$27,845,915	$19,754,206	$17,868,917	$16,182,129	$18,401,858	$24,328,085	$31,299,838	$28,769,359	$25,869,445	$27,482,065	$29,946,076
Net Annual Cash Flow Addition/(subtraction)	($8,091,709)	($1,885,289)	($1,686,788)	$2,219,729	$5,926,227	$6,971,753	($2,530,480)	($2,899,914)	$1,612,620	$2,464,011	$2,252,201
Balance at end of year	$19,754,206	$17,868,917	$16,182,129	$18,401,858	$24,328,085	$31,299,838	$28,769,359	$25,869,445	$27,482,065	$29,946,076	$32,198,277
"All-in" Debt Coverage	1.27	1.24	1.30	1.39	1.67	1.92	1.27	1.28	1.54	1.55	1.54
PSC Days Cash on Hand	251	239	128	153	256	388	484	242	277	331	883
Over (Under) Target Working Capital	$ 5,545,526	$ 1,939,362	$ 174,187	$ 858,763	$ 5,913,874	$ 8,183,389	$ 5,786,774	$ 2,925,670	$ 4,590,935	$ 6,969,658	$ 9,157,029
Over (Under) Target Working Capital - Unrestricted	($2,727,334)	($5,048,136)	($6,959,152)	($7,467,163)	($3,246,743)	($2,429,905)	$4,418,755	($6,817,748)	($4,961,760)	($2,293,977)	$181,593

Notes:
1) Assumes no changes in customer count or usage beyond Test Year.
2) Assumes 3.00% annual inflation beyond budget year.

Legend:
Simplified Rate Case (projected eligibility)
Conventional (Full) Rate Case

Table 5
Water Utility Financial Benchmarking Analysis Projected 2024 - 2034
City of Oshkosh, WI

	Est 2024	Budget 2025	Projected 2026	2027	2028	2029	2030	2031	2032	2033	2034
Target minimum cash balance											
Target minimum working capital - Ehlers[1]	14,979,980	19,175,855	18,759,242	20,294,395	59,775,511	23,887,750	23,753,885	23,715,075	23,662,430	23,747,718	22,779,391
Actual Days Cash Available - PSC[2]	341	329	218	243	346	478	574	332	367	421	973
Actual Days Cash Available - Moody's[3]	406	387	312	338	494	654	841	481	519	581	634
Actual Days Cash Available - S&P[4]	406	387	312	338	494	654	841	481	519	581	634
Actual working capital-cash balance	19,754,206	17,868,917	16,182,129	18,401,858	24,328,085	31,299,838	28,769,359	25,869,445	27,482,065	29,946,076	32,198,277
Over (Under) Ehlers target	4,774,226	(1,306,938)	(2,577,113)	(1,892,537)	(35,447,426)	7,412,089	5,015,474	2,154,370	3,819,635	6,198,358	9,418,886
Over (Under) PSC target (90 days)	251	239	128	153	256	388	484	242	277	331	883
Over (Under) Moody's target (150 days)	256	237	162	188	344	504	691	331	369	431	484
Over (Under) S&P target (150 days)	256	237	162	188	344	504	691	331	369	431	484

Notes:
1) Target capital equals 6 mos of next year's operating expenses, including depreciation, plus 100% of following year's debt.
2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day
3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation
4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc

Rate of Return											
Average Utility Plant in Service	170,784,794	177,500,794	188,773,644	221,612,544	256,854,644	271,412,244	282,039,444	288,233,894	293,966,144	298,630,594	302,863,744
Plus: Materials and Supplies	532,514	532,514	532,514	532,514	532,514	532,514	532,514	532,514	532,514	532,514	532,514
Less: Avg.Utility Plant Accum. Depreciation	64,311,166	68,652,553	73,465,554	78,925,839	84,515,472	89,817,154	95,904,887	102,724,518	109,756,268	117,049,024	125,410,552
Less: Regulatory Liability	0	0	0	0	0	0	0	0	0	0	0
Average Net Investment Rate Base (NIRB)	107,006,142	109,380,755	115,840,604	143,219,220	172,871,686	182,127,604	186,667,071	186,041,891	184,742,390	182,114,084	177,985,706
Net Operating Income	3,350,157	2,600,104	6,950,515	6,308,151	10,373,320	9,658,236	8,991,821	8,475,378	11,084,371	10,581,979	10,059,735
ROR	3.13%	2.38%	6.00%	4.40%	6.00%	5.30%	4.82%	4.56%	6.00%	5.81%	5.65%
PSC Projected Benchmark	6.20%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%
Rate Adj. to Benchmark	17.26%	20.82%	0.00%	9.20%	0.00%	4.28%	7.44%	9.06%	0.00%	1.05%	1.89%

Table 6
Water Utility Statement of Projected Revenue Bond Coverage

City of Oshkosh, WI

Year	Total Operating Revenues	Less: Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt Total	Future Rev Debt (2024-2034) Total	Total Water Debt Service	Coverage	Debt Service Capacity @ 1.3x
2024	20,567,100	(10,326,969)	10,240,131	6,478,739	-	6,478,739	1.58	1,398,285
2025	19,969,785	(10,273,133)	9,696,652	6,301,365	-	6,301,365	1.54	1,157,597
2026	25,111,695	(10,578,777)	14,532,918	6,294,836	988,139	7,282,975	2.00	3,896,192
2027	25,259,060	(10,893,538)	14,365,521	5,643,234	1,477,523	7,120,758	2.02	3,929,643
2028	30,150,781	(11,217,691)	18,933,090	5,487,371	2,770,173	8,257,544	2.29	6,306,371
2029	30,214,956	(11,551,515)	18,663,441	5,027,683	3,842,423	8,870,106	2.10	5,486,387
2030	30,252,435	(11,895,300)	18,357,136	5,005,589	8,228,648	13,234,237	1.39	886,636
2031	30,241,572	(12,249,342)	17,992,229	4,594,645	8,247,029	12,841,674	1.40	998,502
2032	33,501,188	(12,613,950)	20,887,237	4,280,248	8,255,869	12,536,117	1.67	3,530,988
2033	33,519,849	(12,989,439)	20,530,410	3,969,698	8,262,800	12,232,498	1.68	3,560,124
2034	33,550,821	(13,376,134)	20,174,688	3,775,773	8,275,989	12,051,762	1.67	3,467,229

Table 7
Water Utility Statement of Projected Revenue Bond Coverage - PY

City of Oshkosh, WI

Audit Year	Prior Year Total Operating Revenues	Less: Prior YearTotal O&M Expense	Amount Available for Debt Service	Existing Rev Debt	Future Rev Debt (2024-2034)	Total Water Debt Service	Coverage	Debt Service Capacity @ 1.3x
				Total	Total			
2024	18,729,325	(7,767,926)	10,961,399	6,478,739	-	6,478,739	1.69	1,953,106
2025	20,567,100	(10,326,969)	10,240,131	6,301,365	-	6,301,365	1.63	1,575,659
2026	19,969,785	(10,273,133)	9,696,652	6,294,836	988,139	7,282,975	1.33	175,988
2027	25,111,695	(10,578,777)	14,532,918	5,643,234	1,477,523	7,120,758	2.04	4,058,410
2028	25,259,060	(10,893,538)	14,365,521	5,487,371	2,770,173	8,257,544	1.74	2,792,856
2029	30,150,781	(11,217,691)	18,933,090	5,027,683	3,842,423	8,870,106	2.13	5,693,809
2030	30,214,956	(11,551,515)	18,663,441	5,005,589	8,228,648	13,234,237	1.41	1,122,256
2031	30,252,435	(11,895,300)	18,357,136	4,594,645	8,247,029	12,841,674	1.43	1,279,199
2032	30,241,572	(12,249,342)	17,992,229	4,280,248	8,255,869	12,536,117	1.44	1,304,059
2033	33,501,188	(12,613,950)	20,887,237	3,969,698	8,262,800	12,232,498	1.71	3,834,607
2034	33,519,849	(12,989,439)	20,530,410	3,775,773	8,275,989	12,051,762	1.70	3,740,861

Notes:

1) Using previous year operating revenues less expenses and current year's debt.

Table 8
Sewer Utility Capital Improvement Plan
City of Oshkosh, WI

Projects	Funding	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Totals
WW: Replace WWTP Chlorinators and Piping	Revenue Debt	795,000										*795,000*
WW: Replace WWTP Influent Bar Screens	Revenue Debt	628,000	3,700,000									*4,328,000*
WW: Replace Wastewater Facility HVAC	Revenue Debt	135,000	650,000									*785,000*
WW: Shorewood Lift Station Piping & Valves	Revenue Debt	102,500	500,000									*602,500*
WW: Replace Jetter Vacs (50%S & 50%SW)	Revenue Debt	350,000		350,000					362,500			*1,062,500*
WW: New 3/4-Ton Pickup Truck w/ Plow & Lift Gat	Revenue Debt	75,000										*75,000*
WW: Lift Station Bar Screens Rehabilitation	Revenue Debt		114,000	550,000								*664,000*
WW: Repl S Main St Pump Station Generator & Ed	Revenue Debt	40,000	130,000	625,000								*795,000*
WW: Raw Influent Piping Condition Assess	Revenue Debt			650,000								*650,000*
WW: Rehab County Hwy Y Pump Station	Revenue Debt			56,000	350,000							*406,000*
WW: Replace Electrical Unit Substations	Revenue Debt			840,000		4,300,000						*5,140,000*
WW: Repl RAS and WAS Pumping System	Revenue Debt			420,000	2,200,000							*2,620,000*
WW: Repl Primary Sludge Piping and Valves	Revenue Debt				150,000	675,000						*825,000*
WW: Parshall Flume Liners Replacement	Revenue Debt					55,000	370,000					*425,000*
WW: WWTP Generator Installation	Revenue Debt					1,000,000	3,000,000					*4,000,000*
WW: Chlorine Contact Basin Improvements	Revenue Debt						525,000	3,000,000				*3,525,000*
WW: Installation of Additional Centrifuge	Revenue Debt						187,200	1,000,000				*1,187,200*
WW: Incr Centrate Storage Ca	Revenue Debt						355,000	1,500,000				*1,855,000*
WW: #975 Single-Axle Dump Truck	Revenue Debt						110,000					*110,000*
WW: DAFT Control Equipment Replacement	Revenue Debt							80,000	500,000			*580,000*
WW: Grit Chamber Replacement	Revenue Debt							126,000	750,000			*876,000*
WW: Ferric Chloride Bulk Storage Tank Repl	Revenue Debt								165,000	1,000,000		*1,165,000*
WW: Digester Gas Equipment Replacement	Revenue Debt									130,000	1,000,000	*1,130,000*
UI: Asphalt Project (Annual)	Revenue Debt	0	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	*450,000*
UI: Infow/Infiltration Removal	Revenue Debt	500,000	500,000	500,000	500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	*8,000,000*
UI: Bay Shore Dr Reconst	Revenue Debt	474,100										*474,100*
UI: Bay Street Reconstruction	Revenue Debt	93,200										*93,200*
UI: Central Street Reconstruction	Revenue Debt	257,500										*257,500*
UI: Jackson Stret/Oregon Street Reconstruction	Revenue Debt	50,000				763,300						*813,300*
UI: Michigan Street Reconstruction	Revenue Debt	442,100										*442,100*
UI: Nebraska Sanitary Intrcptr Sewer	Revenue Debt	76,900										*76,900*
UI: West 11th Avenue Reconstruction	Revenue Debt	205,000										*205,000*
UI: Waugoo Avenue Reconstruction	Revenue Debt	520,300										*520,300*
UI: W 15th Avenue Reconstruction	Revenue Debt	217,000										*217,000*
UI: Clairville Road Swr & Wtr Ext	Revenue Debt		808,100									*808,100*
UI: Ohio Street Reconstruction	Revenue Debt		461,600									*461,600*
UI: Scott Avenue Reconstruction	Revenue Debt		1,031,100									*1,031,100*
UI: West 16th Avenue Reconstruction	Revenue Debt		316,700									*316,700*
UI: Bowen Street Reconstruction	Revenue Debt		50,000	1,521,800								*1,571,800*
UI: Clairville Road Swr & Wtr Extension	Revenue Debt			979,200								*979,200*
UI: Lakeview San Pump/SW Lift Station Replacem	Revenue Debt			438,000		2,500,000						*2,938,000*
UI: Scott Ave Reconstruction	Revenue Debt			550,100								*550,100*
UI: West 14th Avenue Reconstruction	Revenue Debt			1,215,600								*1,215,600*
UI: Wright Street Reconstruction	Revenue Debt			587,800								*587,800*
UI: Bowen Street Reconstruction	Revenue Debt				634,500							*634,500*
UI: Grand Street Reconstruction	Revenue Debt				123,900							*123,900*
UI: Hudson Avenue Reconstruction	Revenue Debt				312,300							*312,300*
UI: Madison Street Reconstruction	Revenue Debt				280,100							*280,100*
UI: Mill Street Reconstruction	Revenue Debt				569,400							*569,400*
UI: Pleasant Street Reconstruction	Revenue Debt				280,100							*280,100*
UI: STH91 Utility Construction	Revenue Debt				1,482,700							*1,482,700*
UI: Bowen Street Reconstruction	Revenue Debt					1,012,900						*1,012,900*
UI: Merritt Avenue Reconstruction	Revenue Debt					2,476,200						*2,476,200*
UI: S Main Street Reconstruction	Revenue Debt			200,000				2,103,400				*2,303,400*
UI: S Washburn Asphalt Const-W Waukau	Revenue Debt						30,000					*30,000*
UI: Van Buren Avenue Reconstruction	Revenue Debt						794,900					*794,900*
UI: West 19th Avenue Reconstruction	Revenue Debt						744,700					*744,700*
UI: Woodland Ave Reconstruction	Revenue Debt						508,500					*508,500*
UI: Woodland Ave Reconstruction (High)	Revenue Debt							213,200				*213,200*
UI: Jefferson Street Reconstruction	Revenue Debt								1,899,700			*1,899,700*
UI: N Eagle St Reconst	Revenue Debt								574,500			*574,500*
UI: N Sawyer St Reconstruction	Revenue Debt									1,420,300		*1,420,300*
UI: W 4th Avenue Reconstruction	Revenue Debt									835,600		*835,600*
UI: Nebraska Street Reconstruction	Revenue Debt										757,600	*757,600*
UI: W 9th Ave Reconstruction	Revenue Debt										1,938,700	*1,938,700*
												0
Special Assessments												*0*
UI: Bay Shore Dr Reconst	Special Assessment	65,800										*65,800*

UI: Bay Street Reconstruction	Special Assessment	11,000										*11,000*
UI: Central Street Reconstruction	Special Assessment	124,900										*124,900*
UI: Jackson Stret/Oregon Street Reconstruction	Special Assessment					100,000						*100,000*
UI: Michigan Street Reconstruction	Special Assessment	64,000										*64,000*
UI: Nebraska Sanitary Intrcptr Sewer	Special Assessment	223,100										*223,100*
UI: West 11th Avenue Reconstruction	Special Assessment	32,100										*32,100*
UI: Waugoo Avenue Reconstruction	Special Assessment	119,500										*119,500*
UI: W 15th Avenue Reconstruction	Special Assessment	314,200										*314,200*
UI: Clairville Road Swr & Wtr Ext	Special Assessment		461,100									*461,100*
UI: Ohio Street Reconstruction	Special Assessment		204,400									*204,400*
UI: Scott Avenue Reconstruction	Special Assessment		234,000									*234,000*
UI: West 16th Avenue Reconstruction	Special Assessment		287,800									*287,800*
UI: Bowen Street Reconstruction	Special Assessment			386,500								*386,500*
UI: Clairville Road Swr & Wtr Extension	Special Assessment			370,800								*370,800*
UI: Lakeview San Pump/SW Lift Station Replacem	Special Assessment			116,800								*116,800*
UI: West 14th Avenue Reconstruction	Special Assessment			307,600								*307,600*
UI: Wright Street Reconstruction	Special Assessment			154,600								*154,600*
UI: Bowen Street Reconstruction	Special Assessment				100,800							*100,800*
UI: Grand Street Reconstruction	Special Assessment				22,000							*22,000*
UI: Hudson Avenue Reconstruction	Special Assessment				62,500							*62,500*
UI: Madison Street Reconstruction	Special Assessment				69,900							*69,900*
UI: Mill Street Reconstruction	Special Assessment				22,200							*22,200*
UI: Pleasant Street Reconstruction	Special Assessment				69,900							*69,900*
UI: STH91 Utility Construction	Special Assessment				523,600							*523,600*
UI: Bowen Street Reconstruction	Special Assessment					238,500						*238,500*
UI: Merritt Avenue Reconstruction	Special Assessment					475,500						*475,500*
UI: Van Buren Avenue Reconstruction	Special Assessment						178,100					*178,100*
UI: West 19th Avenue Reconstruction	Special Assessment						151,100					*151,100*
UI: Woodland Ave Reconstruction	Special Assessment						110,800					*110,800*
UI: S Main St Reconstruction	Special Assessment							483,900				*483,900*
UI: Woodland Ave Reconstruction	Special Assessment							12,900				*12,900*
UI: Jefferson Street Reconstruction	Special Assessment								442,600			*442,600*
UI: N Eagle St Reconst	Special Assessment								57,700			*57,700*
UI: N Sawyer St Reconstruction	Special Assessment									184,200		*184,200*
UI: W 4th Avenue Reconstruction	Special Assessment									102,600		*102,600*
UI: Nebraska Street Reconstruction	Special Assessment										155,800	*155,800*
UI: W 9th Ave Reconstruction	Special Assessment										400,200	*400,200*
												0
Sewer Cash Funded Projects												*0*
UI: Concrete Pavement Repairs (Annual)	Cash	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	*200,000*
UI: 20-91 Up-Front Engineering Services	Cash	185,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	*1,850,000*
UI: Inflow/Infiltration Removal	Cash	250,000	250,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	*4,500,000*
WW: Clean Digesters	Cash	105,000			110,000	110,000	110,000			115,000	115,000	*665,000*
WW: #173 Zero-Turn Lawn Mower	Cash		15,000									*15,000*
WW: 4x4 Pickup Trucks w/Plow & Lift Gates	Cash					70,000					70,000	*140,000*
WW: WWTP Outfall Inspections	Cash								50,000			*50,000*
												0
Prior Year Funding												*0*
UI: Central St Reconstruction	Prior Year	500,000										*500,000*
UI: Nebraska Sanitary Intrcptr Sewer	Prior Year	2,000,000										*2,000,000*
UI: W 15th Ave Reconstruction	Prior Year	1,000,000										*1,000,000*
UI: Ohio St Reconstruction	Prior Year		500,000									*500,000*
UI: W 16th Ave Reconstruction	Prior Year		1,000,000									*1,000,000*
UI: Fenau Avenue Construction	Prior Year	50,000										*50,000*
												0
Clean Water Drinking Funded Projects (Prev)												*0*
WW: Phosphorus Limits Study/Construction	Revenue Debt		12,000,000	10,800,000								*22,800,000*
												0
Actual CIP Costs		**10,026,200**	**23,468,800**	**22,374,800**	**8,618,900**	**15,531,400**	**8,930,300**	**10,274,400**	**6,557,000**	**5,542,700**	**6,192,300**	**117,516,800**

Sources of Funding	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	
G.O. Debt	0	0	0	0	0	0	0	0	0	0	*0*
Revenue Debt	4,961,600	20,311,500	20,333,500	6,933,000	13,832,400	7,675,300	9,072,600	5,301,700	4,435,900	4,746,300	*97,603,800*
Grants/Aids	0	0	0	0	0	0	0	0	0	0	*0*
Special Assessment	954,600	1,187,300	1,336,300	870,900	814,000	440,000	496,800	500,300	286,800	556,000	*7,443,000*
User Fees	0	0	0	0	0	0	0	0	0	0	*0*
Tax Levy	0	0	0	0	0	0	0	0	0	0	*0*
Prior Year Funding	3,550,000	1,500,000	0	0	0	0	0	0	0	0	*5,050,000*
Clean Water Fund Loan	0	0	0	0	0	0	0	0	0	0	*0*
Cash	560,000	470,000	705,000	815,000	885,000	815,000	705,000	755,000	820,000	890,000	*7,420,000*
Total	**10,026,200**	**23,468,800**	**22,374,800**	**8,618,900**	**15,531,400**	**8,930,300**	**10,274,400**	**6,557,000**	**5,542,700**	**6,192,300**	**117,516,800**

Notes:

Table 9
Capital Improvements Financing Plan - Sewer
City of Oshkosh, WI

		2025		2026		2027		2028		2029		2030		2031		2032
		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds
		2025 Sewer Projects		2026 Sewer Projects		2027 Sewer Projects		2028 Sewer Projects		2029 Sewer Projects		2030 Sewer Projects		2031 Sewer Projects		2032 Sewer Projects
CIP Projects[1]																
Sewer		4,961,600		20,311,500		20,333,500		6,933,000		13,832,400		7,675,300		9,072,600		5,301,700
Water		-		-		-		-		-		-		-		-
Storm		-		-		-		-		-		-		-		-
Subtotal Project Costs		**4,961,600**		**20,311,500**		**20,333,500**		**6,933,000**		**13,832,400**		**7,675,300**		**9,072,600**		**5,301,700**
CIP Projects[1]		**4,961,600**		**20,311,500**		**20,333,500**		**6,933,000**		**13,832,400**		**7,675,300**		**9,072,600**		**5,301,700**
Less Other Available Revenues																
Cash Available		-		-		-		-		(3,000,000)		(1,000,000)		(2,000,000)		(1,500,000)
Net Borrowing Requirement		**4,961,600**		**20,311,500**		**20,333,500**		**6,933,000**		**10,832,400**		**6,675,300**		**7,072,600**		**3,801,700**
Debt Service Reserve																
Debt Service Reserve Funds On Hand		(6,406,466)		(6,367,661)		(8,112,018)		(9,792,609)		(9,827,759)		(10,238,154)		(10,128,288)		(10,042,482)
New Debt Service Reserve Requirement		6,367,661		8,112,018		9,792,609		9,827,759		10,238,154		10,128,288		10,042,482		9,568,500
Subtotal Reserve Fund Requirement		(38,805)		1,744,357		1,680,591		35,150		410,395		(109,865)		(85,807)		(473,982)
Estimated Issuance Expenses		**168,238**		**445,825**		**445,325**		**205,313**		**294,288**		**202,188**		**214,638**		**148,350**
Municipal Advisor (Ehlers)		57,200		103,600		103,600		68,400		88,500		70,400		77,600		57,500
Bond Counsel		25,000		30,000		30,000		25,000		30,000		25,000		25,000		25,000
Rating Fee		22,000		32,000		32,000		22,000		32,000		22,000		22,000		22,000
Maximum Underwriter's Discount	12.50	63,188	12.50	279,375	12.50	278,875	12.50	89,063	12.50	142,938	12.50	83,938	12.50	89,188	12.50	43,000
Paying Agent		850		850		850		850		850		850		850		850
Subtotal Issuance Expenses		168,238		445,825		445,325		205,313		294,288		202,188		214,638		148,350
TOTAL TO BE FINANCED		**5,091,033**		**22,501,682**		**22,459,416**		**7,173,463**		**11,537,082**		**6,767,622**		**7,201,431**		**3,476,068**
Estimated Interest Earnings	3.00%	(37,212)	3.00%	(152,336)	3.00%	(152,501)	3.00%	(51,998)	3.00%	(103,743)	3.00%	(57,565)	3.00%	(68,045)	3.00%	(39,763)
Assumed spend down (months)	3.00		3.00		3.00		3.00		3.00		3.00		3.00		3.00	
Rounding		1,179		654		3,085		3,535		1,661		4,942		1,614		3,694
NET BOND SIZE		**5,055,000**		**22,350,000**		**22,310,000**		**7,125,000**		**11,435,000**		**6,715,000**		**7,135,000**		**3,440,000**

Notes:
1) Source of Project Totals

Table 10
Sewer Utility Projected Debt Service Payments (PROPOSED)
City of Oshkosh, WI

NAME	2024 Revenue Bonds				2025 Revenue Bonds				2026 Revenue Bonds				2027 Revenue Bonds				2028 Revenue Bonds				2029 Revenue Bonds				2030 Revenue Bonds				2031 Revenue Bonds				2032 Revenue Bonds			
AMT DATED	$3,975,000 12/18/2024				$5,055,000 8/1/2025				$22,350,000 8/1/2026				$22,310,000 8/1/2027				$7,125,000 8/1/2028				$11,435,000 8/1/2029				$6,715,000 8/1/2030				$7,135,000 8/1/2031				$3,440,000 8/1/2032			
Year	Principal	Rates	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate[2]	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total
2024																																				
2025	145,000	5.00%	155,353	300,353																																
2026	125,000	5.00%	172,475	297,475	105,000	4.20%	291,670	396,670																												
2027	130,000	5.00%	166,100	296,100	170,000	4.10%	227,205	397,205	455,000	4.30%	1,317,944	1,772,944																								
2028	140,000	5.00%	159,350	299,350	175,000	4.00%	220,220	395,220	745,000	4.20%	1,026,972	1,771,972	440,000	4.40%	1,344,166	1,784,166																				
2029	145,000	5.00%	152,225	297,225	185,000	4.05%	212,974	397,974	780,000	4.10%	995,337	1,775,337	740,000	4.30%	1,047,807	1,787,807	140,000	4.40%	429,284	569,284																
2030	155,000	5.00%	144,725	299,725	190,000	4.10%	205,333	395,333	810,000	4.15%	962,539	1,772,539	770,000	4.20%	1,015,727	1,785,727	235,000	4.30%	334,679	569,679	225,000	4.40%	688,933	913,933												
2031	160,000	5.00%	136,850	296,850	200,000	4.15%	197,288	397,288	845,000	4.20%	927,987	1,772,987	805,000	4.25%	982,451	1,787,451	245,000	4.20%	324,481	569,481	380,000	4.30%	537,037	917,037	135,000	4.40%	404,521	539,521								
2032	170,000	5.00%	128,600	298,600	210,000	4.20%	188,728	398,728	885,000	4.25%	891,435	1,776,435	840,000	4.30%	947,285	1,787,285	255,000	4.25%	313,917	568,917	395,000	4.20%	520,572	915,572	220,000	4.30%	315,323	535,323	140,000	4.40%	429,921	569,921				
2033	180,000	5.00%	119,850	299,850	220,000	4.25%	179,643	399,643	920,000	4.30%	852,849	1,772,849	875,000	4.35%	910,193	1,785,193	270,000	4.30%	302,694	572,694	410,000	4.25%	503,564	913,564	230,000	4.20%	305,763	535,763	235,000	4.30%	335,189	570,189	70,000	4.40%	207,179	277,179
2034	185,000	5.00%	110,725	295,725	230,000	4.30%	170,023	400,023	960,000	4.35%	812,189	1,772,189	915,000	4.40%	871,032	1,786,032	280,000	4.35%	290,799	570,799	430,000	4.30%	485,607	915,607	240,000	4.25%	295,833	535,833	245,000	4.20%	324,991	569,991	115,000	4.30%	161,423	276,423
2035	195,000	5.00%	101,225	296,225	240,000	4.60%	159,558	399,558	1,005,000	4.40%	769,199	1,774,199	955,000	4.45%	829,653	1,784,653	295,000	4.40%	278,219	573,219	450,000	4.35%	466,574	916,574	255,000	4.30%	285,250	540,250	255,000	4.25%	314,427	569,427	120,000	4.20%	156,430	276,430
2036	205,000	5.00%	91,225	296,225	250,000	4.60%	148,288	398,288	1,050,000	4.70%	722,414	1,772,414	1,000,000	4.50%	785,905	1,785,905	305,000	4.45%	264,942	569,942	470,000	4.40%	446,447	916,447	265,000	4.35%	274,004	539,004	270,000	4.30%	303,204	573,204	125,000	4.25%	151,254	276,254
2037	220,000	5.00%	80,600	300,600	260,000	4.65%	136,493	396,493	1,105,000	4.70%	671,772	1,776,772	1,045,000	4.80%	738,325	1,783,325	320,000	4.50%	250,956	570,956	490,000	4.45%	425,204	915,204	275,000	4.40%	262,190	537,190	280,000	4.35%	291,309	571,309	130,000	4.30%	145,803	275,803
2038	230,000	5.00%	69,350	299,350	275,000	4.70%	123,985	398,985	1,155,000	4.75%	618,373	1,773,373	1,100,000	4.80%	686,845	1,786,845	335,000	4.80%	235,716	570,716	515,000	4.50%	402,714	917,714	290,000	4.45%	249,688	539,688	295,000	4.40%	278,729	573,729	135,000	4.35%	140,071	275,071
2039	240,000	4.00%	58,800	298,800	285,000	4.80%	110,683	395,683	1,210,000	4.80%	561,902	1,771,902	1,155,000	4.85%	632,436	1,787,436	350,000	4.80%	219,276	569,276	535,000	4.80%	378,287	913,287	300,000	4.50%	236,485	536,485	305,000	4.45%	265,452	570,452	140,000	4.40%	134,055	274,055
2040	250,000	4.00%	49,000	299,000	300,000	4.92%	96,463	396,463	1,275,000	4.90%	501,624	1,776,624	1,210,000	4.90%	574,782	1,784,782	370,000	4.85%	201,904	571,904	565,000	4.80%	351,887	916,887	315,000	4.80%	222,175	537,175	320,000	4.50%	251,466	571,466	145,000	4.45%	127,749	272,749
2041	260,000	4.00%	38,800	298,800	315,000	4.97%	81,255	396,255	1,335,000	5.02%	436,878	1,771,878	1,270,000	5.00%	513,387	1,783,387	385,000	4.90%	183,499	568,499	590,000	4.85%	324,019	914,019	330,000	4.80%	206,695	536,695	335,000	4.80%	236,226	571,226	155,000	4.50%	121,035	276,035
2042	270,000	4.00%	28,200	298,200	335,000	5.02%	65,019	400,019	1,405,000	5.07%	367,753	1,772,753	1,340,000	5.12%	447,333	1,787,333	405,000	5.00%	163,941	568,941	620,000	4.90%	294,522	914,522	345,000	4.85%	190,409	535,409	350,000	4.80%	219,786	569,786	160,000	4.80%	113,708	273,708
2043	280,000	4.00%	17,200	297,200	350,000	5.05%	47,685	397,685	1,480,000	5.12%	294,248	1,774,248	1,410,000	5.17%	376,581	1,786,581	430,000	5.12%	142,808	572,808	655,000	5.00%	262,957	917,957	365,000	4.90%	173,100	538,100	370,000	4.85%	202,414	572,414	170,000	4.80%	105,788	275,788
2044	290,000	4.00%	5,800	295,800	370,000	5.10%	29,325	399,325	1,560,000	5.20%	215,800	1,775,800	1,485,000	5.22%	301,374	1,786,374	450,000	5.17%	120,168	570,168	685,000	5.12%	229,046	914,046	385,000	5.00%	154,533	539,533	390,000	4.90%	183,886	573,886	180,000	4.85%	97,343	277,343
2045					390,000	5.10%	9,945	399,945	1,640,000	5.20%	132,600	1,772,600	1,565,000	5.30%	221,143	1,786,143	475,000	5.22%	96,138	571,138	725,000	5.17%	192,768	917,768	405,000	5.12%	134,540	539,540	405,000	5.00%	164,206	569,206	185,000	4.90%	88,445	273,445
2046									1,730,000	5.20%	44,980	1,774,980	1,650,000	5.30%	135,945	1,785,945	500,000	5.30%	70,490	570,490	760,000	5.22%	154,191	914,191	425,000	5.17%	113,185	538,185	430,000	5.12%	143,073	573,073	195,000	5.00%	79,038	274,038
2047													1,740,000	5.30%	46,110	1,786,110	525,000	5.30%	43,328	568,328	800,000	5.30%	113,155	913,155	445,000	5.22%	90,585	535,585	450,000	5.17%	120,433	570,433	205,000	5.12%	68,915	273,915
2048																	555,000	5.30%	14,708	569,708	845,000	5.30%	69,563	914,563	470,000	5.30%	66,515	536,515	475,000	5.22%	96,403	571,403	215,000	5.17%	58,109	273,109
2049																					890,000	5.30%	23,585	913,585	495,000	5.30%	40,943	535,943	500,000	5.30%	70,755	570,755	230,000	5.22%	46,548	276,548
2050																									525,000	5.30%	13,913	538,913	530,000	5.30%	43,460	573,460	240,000	5.30%	34,185	274,185
2051																													555,000	5.30%	14,708	569,708	255,000	5.30%	21,068	276,068
2052																																	270,000	5.30%	7,155	277,155
TOTALS	3,975,000		1,986,453	5,961,453	5,055,000		2,901,777	7,956,777	22,350,000		13,124,793	35,474,793	22,310,000		13,408,477	35,718,477	7,125,000		4,281,942	11,406,942	11,435,000		6,870,627	18,305,627	6,715,000		4,035,645	10,750,645	7,135,000		4,290,035	11,425,035	3,440,000		2,065,296	5,505,296

PROPOSED Sewer Utility Debt Service Summary				
Total Prin	Total Int	Total P&I	Prin Outstanding	Year
0	0	0	3,975,000	2024
0	0	0	8,885,000	2025
105,000	291,670	396,670	31,005,000	2026
625,000	1,545,149	2,170,149	52,560,000	2027
1,360,000	2,591,358	3,951,358	58,185,000	2028
1,845,000	2,685,401	4,530,401	67,630,000	2029
2,230,000	3,207,210	5,437,210	71,960,000	2030
2,610,000	3,373,763	5,983,763	76,325,000	2031
2,945,000	3,607,180	6,552,180	76,650,000	2032
3,230,000	3,597,072	6,827,072	73,240,000	2033
3,415,000	3,411,895	6,826,895	69,640,000	2034
3,575,000	3,259,310	6,834,310	65,870,000	2035
3,735,000	3,096,456	6,831,456	61,930,000	2036
3,905,000	2,922,050	6,827,050	57,805,000	2037
4,100,000	2,736,120	6,836,120	53,475,000	2038
4,280,000	2,538,575	6,818,575	48,955,000	2039
4,500,000	2,328,048	6,828,048	44,205,000	2040
4,715,000	2,102,993	6,817,993	39,230,000	2041
4,960,000	1,862,469	6,822,469	34,000,000	2042
5,230,000	1,605,579	6,835,579	28,490,000	2043
5,505,000	1,331,473	6,836,473	22,695,000	2044
5,790,000	1,039,784	6,829,784	16,905,000	2045
5,690,000	740,902	6,430,902	11,215,000	2046
4,165,000	482,524	4,647,524	7,050,000	2047
2,560,000	305,296	2,865,296	4,490,000	2048
2,115,000	181,831	2,296,831	2,375,000	2049
1,295,000	91,558	1,386,558	1,080,000	2050
810,000	35,775	845,775	270,000	2051
270,000	7,155	277,155	0	2052
85,565,000	50,978,592	136,543,592		TOTALS

Notes:
1) Rate assumes
2) Rate assumes

Legend:

Legend:
[Maturities subject to optional redemption (callable)

Table 11
Sewer Utility Cash Flow Analysis - Projected 2024-2034
City of Oshkosh, WI

	Estimated 2024	Budget 2025	Projected 2026	2027	2028	2029	2030	2031	2032	2033	2034
Revenues											
Total Revenues from User Rates[1]	$19,417,000	$19,273,111	$20,718,594	$22,272,488	$24,054,288	$25,738,088	$26,767,611	$27,570,640	$28,397,759	$28,965,714	$28,965,714
Percent Increase to User Rates	**6.75%**	**-0.74%**	**7.50%**	**7.50%**	**8.00%**	**7.00%**	**4.00%**	**3.00%**	**3.00%**	**2.00%**	**0.00%**
Cumulative Percent Rate Increase	**6.75%**	**5.96%**	**13.91%**	**22.45%**	**32.24%**	**41.50%**	**47.16%**	**51.58%**	**56.12%**	**59.25%**	**59.25%**
Dollar Amount Increase to Revenues		**-$143,889**	**$1,445,483**	**$1,553,895**	**$1,781,799**	**$1,683,800**	**$1,029,524**	**$803,028**	**$827,119**	**$567,955**	**$0**
Other Revenues											
Interest Income	$1,300,000	$1,000,000	$54,880	$58,613	$64,971	$68,256	$67,330	$71,448	$74,073	$77,758	$76,665
Other Income	$5,000	$5,000	$5,050	$5,101	$5,152	$5,203	$5,255	$5,308	$5,361	$5,414	$5,468
Special Assessments	$0	$0	$95,460	$214,190	$347,820	$434,910	$516,310	$560,310	$609,990	$660,020	$688,700
Total Other Revenues	$1,305,000	$1,005,000	$155,390	$277,903	$417,943	$508,369	$588,895	$637,065	$689,423	$743,192	$770,833
Total Revenues	$20,722,000	$20,278,111	$20,873,984	$22,550,392	$24,472,231	$26,246,456	$27,356,506	$28,207,705	$29,087,182	$29,708,906	$29,736,547
Less: Expenses											
Operating and Maintenance	$8,417,130	$9,122,049	$9,393,750	$9,673,563	$9,961,730	$10,258,501	$10,564,134	$10,878,893	$11,203,052	$11,536,891	$11,880,701
PILOT Payment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net Before Debt Service and Capital Expenditures	$12,304,870	$11,156,061	$11,480,234	$12,876,829	$14,510,501	$15,987,955	$16,792,373	$17,328,812	$17,884,130	$18,172,014	$17,855,846
Debt Service											
Existing Debt P&I	$8,677,553	$8,218,648	$8,025,926	$7,653,093	$7,546,236	$7,437,062	$7,290,627	$6,941,030	$6,592,661	$6,239,295	$5,978,127
New (2024-2033) Debt Service P&I	$0	$0	$396,670	$2,170,149	$3,951,358	$4,530,401	$5,437,210	$5,983,763	$6,552,180	$6,827,072	$6,826,895
Total Debt Service	$8,677,553	$8,218,648	$8,422,596	$9,823,243	$11,497,594	$11,967,463	$12,727,837	$12,924,793	$13,144,841	$13,066,367	$12,805,021
Transfer In (Out)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Less: Capital Improvements/COI	$19,370,212	$10,194,438	$23,914,625	$22,820,125	$8,824,213	$15,825,688	$9,132,488	$10,489,038	$6,705,350	$5,542,700	$6,192,300
Debt Issued/Grants/Aid	$4,277,445	$5,055,000	$22,350,000	$22,310,000	$7,125,000	$11,435,000	$6,715,000	$7,135,000	$3,440,000	$0	$0
Net Annual Cash Flow	**($11,465,450)**	**($2,202,024)**	**$1,493,013**	**$2,543,461**	**$1,313,694**	**($370,195)**	**$1,647,048**	**$1,049,982**	**$1,473,939**	**($437,053)**	**($1,141,475)**
Restricted and Unrestricted Cash Balance:											
Balance at first of year	$35,619,599	$24,154,149	$21,952,125	$23,445,138	$25,988,599	$27,302,293	$26,932,098	$28,579,145	$29,629,127	$31,103,067	$30,666,013
Net Annual Cash Flow Addition/(subtraction)	($11,465,450)	($2,202,024)	$1,493,013	$2,543,461	$1,313,694	($370,195)	$1,647,048	$1,049,982	$1,473,939	($437,053)	($1,141,475)
Balance at end of year	$24,154,149	$21,952,125	$23,445,138	$25,988,599	$27,302,293	$26,932,098	$28,579,145	$29,629,127	$31,103,067	$30,666,013	$29,524,538
"All-in"Debt Coverage	1.42	1.36	1.36	1.31	1.26	1.34	1.32	1.34	1.36	1.39	1.39
Ehlers Target Working Capital	$ 14,869,171	$ 15,289,158	$ 17,009,888	$ 19,051,803	$ 19,770,857	$ 20,778,677	$ 21,250,827	$ 21,746,461	$ 21,913,032	$ 21,895,941	$ 21,354,497
Over (Under) Target Working Capital	$ 9,284,978	$ 6,662,967	$ 6,435,250	$ 6,936,795	$ 7,531,435	$ 6,153,421	$ 7,328,318	$ 7,882,667	$ 9,190,035	$ 8,770,073	$ 8,170,041
Over (Under) Target Working Capital - Unrestricted	($6,057,886)	($5,115,715)	($5,587,789)	($3,845,309)	($3,285,819)	($5,074,228)	($3,789,465)	($3,149,310)	($1,367,961)	($1,787,923)	($2,387,954)

Notes:
1) Assumes no changes in customer count or usage beyond Test Year.
2) Assumes 3.00% annual inflation beyond budget year.

Legend:
Increase depicted to maintain with assumed O&M inflation
Increase needed above inflationary adjustment

Table 12
Sewer Utility Statement of Projected Revenue Bond Coverage
City of Oshkosh, WI

Year	Total Operating Revenues	Less: Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt Total	Future Rev Debt (2024-2034) Total	Total Sewer Debt Service	Coverage	Debt Service Capacity @ 1.1x
2024	20,722,000	(8,417,130)	12,304,870	7,993,509	-	7,993,509	1.54	3,192,736
2025	20,278,111	(9,122,049)	11,156,061	7,683,035	-	7,683,035	1.45	2,458,838
2026	20,873,984	(9,393,750)	11,480,234	7,594,001	396,670	7,990,671	1.44	2,445,905
2027	22,550,392	(9,673,563)	12,876,829	7,470,387	2,170,149	9,640,536	1.34	2,065,672
2028	24,472,231	(9,961,730)	14,510,501	7,368,230	3,951,358	11,319,588	1.28	1,871,776
2029	26,246,456	(10,258,501)	15,987,955	7,383,843	4,530,401	11,914,244	1.34	2,620,261
2030	27,356,506	(10,564,134)	16,792,373	7,238,561	5,437,210	12,675,772	1.32	2,590,022
2031	28,207,705	(10,878,893)	17,328,812	6,885,242	5,983,763	12,869,005	1.35	2,884,460
2032	29,087,182	(11,203,052)	17,884,130	6,538,311	6,552,180	13,090,491	1.37	3,167,809
2033	29,708,906	(11,536,891)	18,172,014	6,176,595	6,827,072	13,003,667	1.40	3,516,346
2034	29,736,547	(11,880,701)	17,855,846	5,917,227	6,826,895	12,744,121	1.40	3,488,466

Table 13
Sewer Utility Statement of Projected Revenue Bond Coverage - PY
City of Oshkosh, WI

Audit Year	Prior Year Total Operating Revenues	Less: Prior Year Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt Total	Future Rev Debt (2024-2034) Total	Total Sewer Debt Service	Coverage	Debt Service Capacity @ 1.1x
2024	19,677,659	(7,583,354)	12,094,305	7,993,509	-	7,993,509	1.51	3,001,313
2025	20,722,000	(8,417,130)	12,304,870	7,683,035	-	7,683,035	1.60	3,503,210
2026	20,278,111	(9,122,049)	11,156,061	7,594,001	396,670	7,990,671	1.40	2,151,202
2027	20,873,984	(9,393,750)	11,480,234	7,470,387	2,170,149	9,640,536	1.19	796,040
2028	22,550,392	(9,673,563)	12,876,829	7,368,230	3,951,358	11,319,588	1.14	386,620
2029	24,472,231	(9,961,730)	14,510,501	7,383,843	4,530,401	11,914,244	1.22	1,277,120
2030	26,246,456	(10,258,501)	15,987,955	7,238,561	5,437,210	12,675,772	1.26	1,858,733
2031	27,356,506	(10,564,134)	16,792,373	6,885,242	5,983,763	12,869,005	1.30	2,396,788
2032	28,207,705	(10,878,893)	17,328,812	6,538,311	6,552,180	13,090,491	1.32	2,662,974
2033	29,087,182	(11,203,052)	17,884,130	6,176,595	6,827,072	13,003,667	1.38	3,254,633
2034	29,708,906	(11,536,891)	18,172,014	5,917,227	6,826,895	12,744,121	1.43	3,775,892

Notes:
1) Using previous year operating revenues less expenses and current year's debt.

Table 14
Stormwater Utility - Capital Improvement Plan
City of Oshkosh, WI

Projects	Funding	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Totals
SW: Replace Street Sweepers	Revenue Debt	350,000		360,000		375,000		375,000				*1,460,000*
WW: Replace Jetter Vacs (50%S & 50%SW)	Revenue Debt	350,000		350,000					362,500			*1,062,500*
SW: #57 Vac All Catch Basin Cleaner	Revenue Debt				350,000							*350,000*
UI: Asphalt Project (Annual)	Revenue Debt		50,000	75,000	50,000	75,000	75,000	75,000	75,000	75,000	75,000	*625,000*
UI: Anchorage Watershed RR-Libbey Storm Sewe	Revenue Debt				50,000	1,149,000						*1,199,000*
UI: Gallups-Merritts Creek Watershed	Revenue Debt				1,500,000							*1,500,000*
UI: Bay Shore Dr Reconst	Revenue Debt	473,000										*473,000*
UI: Bay Street Reconstruction	Revenue Debt	137,000										*137,000*
UI: Central Street Reconstruction	Revenue Debt	416,000										*416,000*
UI: Jackson Stret/Oregon Street Reconstruction	Revenue Debt	50,000				238,500						*288,500*
UI: Michigan Street Reconstruction	Revenue Debt	2,104,000										*2,104,000*
UI: Nebraska Sanitary Intrcptr Sewer	Revenue Debt	100,000										*100,000*
UI: West 11th Avenue Reconstruction	Revenue Debt	1,418,000										*1,418,000*
UI: Waugoo Avenue Reconstruction	Revenue Debt	813,000										*813,000*
UI: W 15th Avenue Reconstruction	Revenue Debt	1,854,000										*1,854,000*
UI: Ohio Street Reconstruction	Revenue Debt		494,700									*494,700*
UI: Scott Avenue Reconstruction	Revenue Debt		1,403,200									*1,403,200*
UI: West 16th Avenue Reconstruction	Revenue Debt		557,000									*557,000*
UI: Bowen Street Reconstruction	Revenue Debt		50,000	2,308,700								*2,358,700*
UI: Lakeview San Pump/SW Lift Station Replacem	Revenue Debt			438,000		2,500,000						*2,938,000*
UI: Scott Ave Reconstruction	Revenue Debt			841,200								*841,200*
UI: WWTP SW Outfall Construction	Revenue Debt			809,000								*809,000*
UI: West 14th Avenue Reconstruction	Revenue Debt			1,691,000								*1,691,000*
UI: Wright Street Reconstruction	Revenue Debt			620,700								*620,700*
UI: Bowen Street Reconstruction	Revenue Debt				645,000							*645,000*
UI: Grand Street Reconstruction	Revenue Debt				208,000							*208,000*
UI: Hudson Avenue Reconstruction	Revenue Debt				414,000							*414,000*
UI: Madison Street Reconstruction	Revenue Debt				275,000							*275,000*
UI: Mill Street Reconstruction	Revenue Debt				220,000							*220,000*
UI: Pleasant Street Reconstruction	Revenue Debt				275,000							*275,000*
UI: Bowen Street Reconstruction	Revenue Debt					1,143,000						*1,143,000*
UI: Merritt Avenue Reconstruction	Revenue Debt					3,481,200						*3,481,200*
UI: S Main Street Reconstruction	Revenue Debt			75,000								*75,000*
UI: S Washburn Asphalt Const-W Waukau	Revenue Debt						25,000					*25,000*
UI: Van Buren Avenue Reconstruction	Revenue Debt						746,200					*746,200*
UI: West 19th Avenue Reconstruction	Revenue Debt						1,031,000					*1,031,000*
UI: Woodland Ave Reconstruction	Revenue Debt						539,000					*539,000*
UI: Fernau Watershed Detention Basin (Hoffmaste	Revenue Debt						50,000	5,000,000				*5,050,000*
UI: S Main St Reconstruction	Revenue Debt							3,312,200				*3,312,200*
UI: Woodland Ave Reconstruction	Revenue Debt							228,000				*228,000*
UI: Jefferson Street Reconstruction	Revenue Debt								1,604,700			*1,604,700*
UI: N Eagle St Reconst	Revenue Debt								740,500			*740,500*
UI: N Sawyer St Reconstruction	Revenue Debt									1,575,200		*1,575,200*
UI: W 4th Avenue Reconstruction	Revenue Debt									467,700		*467,700*
UI: Nebraska Street Reconstruction	Revenue Debt										621,700	*621,700*
UI: W 9th Ave Reconstruction	Revenue Debt										1,519,200	*1,519,200*
												0
Special Assessments												*0*
UI: Mini Storm Sewers/Storm Laterals	Special Assessment	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	*250,000*
UI: Bay Shore Dr Reconst	Special Assessment	37,000										*37,000*
UI: Bay Street Reconstruction	Special Assessment	11,000										*11,000*
UI: Central Street Reconstruction	Special Assessment	55,000										*55,000*
UI: Jackson Stret/Oregon Street Reconstruction	Special Assessment					25,000						*25,000*

UI: Michigan Street Reconstruction	Special Assessment	16,000										*16,000*
UI: West 11th Avenue Reconstruction	Special Assessment	8,000										*8,000*
UI: Waugoo Avenue Reconstruction	Special Assessment	27,000										*27,000*
UI: W 15th Avenue Reconstruction	Special Assessment	64,000										*64,000*
UI: Clairville Road Swr & Wtr Ext	Special Assessment											*0*
UI: Ohio Street Reconstruction	Special Assessment		44,300									*44,300*
UI: Scott Avenue Reconstruction	Special Assessment		45,800									*45,800*
UI: West 16th Avenue Reconstruction	Special Assessment		63,000									*63,000*
UI: Bowen Street Reconstruction	Special Assessment			97,300								*97,300*
UI: Scott Avenue Reconstruction	Special Assessment			21,800								*21,800*
UI: West 14th Avenue Reconstruction	Special Assessment			60,000								*60,000*
UI: Wright Street Reconstruction	Special Assessment			32,300								*32,300*
UI: Bowen Street Reconstruction	Special Assessment				34,000							*34,000*
UI: Grand Street Reconstruction	Special Assessment				8,000							*8,000*
UI: Hudson Avenue Reconstruction	Special Assessment				22,000							*22,000*
UI: Madison Street Reconstruction	Special Assessment				24,000							*24,000*
UI: Mill Street Reconstruction	Special Assessment				8,000							*8,000*
UI: Pleasant Street Reconstruction	Special Assessment				24,000							*24,000*
UI: Bowen Street Reconstruction	Special Assessment					57,000						*57,000*
UI: Merritt Avenue Reconstruction	Special Assessment					87,800						*87,800*
UI: Van Buren Avenue Reconstruction	Special Assessment						24,800					*24,800*
UI: West 19th Avenue Reconstruction	Special Assessment						21,000					*21,000*
UI: Woodland Ave Reconstruction	Special Assessment						27,000					*27,000*
UI: S Main St Reconstruction	Special Assessment							51,800				*51,800*
UI: Jefferson Street Reconstruction	Special Assessment								65,300			*65,300*
UI: N Eagle St Reconst	Special Assessment								15,500			*15,500*
UI: N Sawyer St Reconstruction	Special Assessment									18,800		*18,800*
UI: W 4th Avenue Reconstruction	Special Assessment									14,300		*14,300*
UI: Nebraska Street Reconstruction	Special Assessment										20,300	*20,300*
UI: W 9th Ave Reconstruction	Special Assessment										72,800	*72,800*
												0
Stormwater Cash Funded Projects												*0*
UI: Concrete Pavement Repairs (Annual)	Cash	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	*750,000*
UI: 20-91 Up-Front Engineering Services	Cash	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	*900,000*
UI: Mini Storm Sewers/Storm Laterals	Cash	475,000	475,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	*5,950,000*
SW: Leaf Blowers-Storm Water	Cash		80,000	80,000		85,000			85,000			*330,000*
SW: Replace Trailered Water Pumps	Cash									50,000		*50,000*
SW: #107 Zero-Turn Lawn Mower	Cash						18,500					*18,500*
SW: #101 Trailered Wood Chipper	Cash									35,000		*35,000*
												0
Prior Year Funding												*0*
UI: Fernau Ave Construction	Prior Year	3,300,000										*3,300,000*
UI: Central St Reconstruction	Prior Year	500,000										*500,000*
UI: Michigan Street Reconstruction	Prior Year	1,500,000										*1,500,000*
UI: Ohio St Reconstruction	Prior Year		500,000									*500,000*
UI: W 16th Ave Reconstruction	Prior Year		1,000,000									*1,000,000*
Actual CIP Costs		**14,248,000**	**4,953,000**	**8,675,000**	**4,922,000**	**10,031,500**	**3,372,500**	**9,857,000**	**3,763,500**	**3,051,000**	**3,124,000**	**65,997,500**

Sources of Funding		**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	
G.O. Debt		0	0	0	0	0	0	0	0	0	0	*0*
Revenue Debt		8,065,000	2,554,900	7,568,600	3,987,000	8,961,700	2,466,200	8,990,200	2,782,700	2,117,900	2,215,900	*49,710,100*
Grants/Aids		0	0	0	0	0	0	0	0	0	0	*0*
Special Assessment		243,000	178,100	236,400	145,000	194,800	97,800	76,800	105,800	58,100	118,100	*1,453,900*
User Fees		0	0	0	0	0	0	0	0	0	0	*0*
Tax Levy		0	0	0	0	0	0	0	0	0	0	*0*
Prior Year Funding		5,300,000	1,500,000	0	0	0	0	0	0	0	0	*6,800,000*
Cash		640,000	720,000	870,000	790,000	875,000	808,500	790,000	875,000	875,000	790,000	*8,033,500*
Total		**14,248,000**	**4,953,000**	**8,675,000**	**4,922,000**	**10,031,500**	**3,372,500**	**9,857,000**	**3,763,500**	**3,051,000**	**3,124,000**	**65,997,500**

Notes:

Table 15
Capital Improvements Financing Plan - Storm
City of Oshkosh, WI

		2025		2026		2027		2028		2029		2031
		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds
		2025 Storm Projects		2026 Storm Projects		2027 Storm Projects		2028 Storm Projects		2029 Storm Projects		2031 Storm Projects
CIP Projects[1]		**8,065,000**		**2,554,900**		**7,568,600**		**3,987,000**		**8,961,700**		**8,990,200**
Less Other Available Revenues												
Cash Available		-		-		(1,000,000)		-		(4,000,000)		(4,500,000)
Net Borrowing Requirement		**8,065,000**		**2,554,900**		**6,568,600**		**3,987,000**		**4,961,700**		**4,490,200**
Debt Service Reserve												
Debt Service Reserve Funds On Hand		(8,715,419)		(9,191,770)		(9,416,813)		(10,005,098)		(10,359,526)		(10,802,997)
New Debt Service Reserve Requirement		9,191,770		9,416,813		10,005,098		10,359,526		10,802,997		9,591,993
Subtotal Reserve Fund Requirement		476,351		225,044		588,285		354,428		443,471		(1,211,003)
Estimated Issuance Expenses		**230,088**		**116,450**		**217,050**		**146,900**		**196,238**		**170,163**
Municipal Advisor (Ehlers)		73,300		43,600		77,700		54,300		79,200		80,000
Bond Counsel (Chapman)		25,000		20,000		25,000		20,000		25,000		25,000
Rating Fee - Moody's		22,000		16,000		22,000		16,000		22,000		22,000
Maximum Underwriter's Discount	12.50	108,938	12.50	36,000	12.50	91,500	12.50	55,750	12.50	69,188	12.50	42,313
Paying Agent		850		850		850		850		850		850
Subtotal Issuance Expenses		230,088		116,450		217,050		146,900		196,238		170,163
TOTAL TO BE FINANCED		**8,771,439**		**2,896,394**		**7,373,935**		**4,488,328**		**5,601,408**		**3,449,359**
Estimated Interest Earnings	3.00%	(60,488)	3.00%	(19,162)	3.00%	(56,765)	3.00%	(29,903)	3.00%	(67,213)	3.00%	(67,427)
Assumed spend down (months)	3.00		3.00		3.00		3.00		3.00		3.00	
Rounding		4,049		2,768		2,830		1,575		805		3,067
NET BOND SIZE		**8,715,000**		**2,880,000**		**7,320,000**		**4,460,000**		**5,535,000**		**3,385,000**

Notes:
1) Source of Project Totals

Table 16
Stormwater Utility Projected Debt Service Payments (PROPOSED)
City of Oshkosh, WI

NAME	2025 Revenue Bonds				2026 Revenue Bonds				2027 Revenue Bonds				2028 Revenue Bonds				2029 Revenue Bonds				2031 Revenue Bonds				PROPOSED Stormwater Debt Service Summary				
AMT DATED MATURE RATE	$8,715,000 8/1/2025				$2,880,000 8/1/2026				$7,320,000 8/1/2027				$4,460,000 8/1/2028				$5,535,000 8/1/2029				$3,385,000 8/1/2031								
Year	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Total Prin	Total Int	Total P&I	Prin Outstanding	Year
2024																									0	0	0		**2024**
2025																									0	0	0	8,715,000	**2025**
2026	185,000	4.20%	502,709	687,709																					185,000	502,709	687,709	11,410,000	**2026**
2027	295,000	4.10%	391,458	686,458	55,000	4.30%	170,266	225,266																	350,000	561,724	911,724	18,380,000	**2027**
2028	305,000	4.00%	379,311	684,311	90,000	4.20%	132,904	222,904	145,000	4.40%	440,984	585,984													540,000	953,198	1,493,198	22,300,000	**2028**
2029	320,000	4.05%	366,731	686,731	95,000	4.10%	129,066	224,066	240,000	4.30%	343,800	583,800	90,000	4.40%	268,652	358,652									745,000	1,108,248	1,853,248	27,090,000	**2029**
2030	330,000	4.10%	353,486	683,486	100,000	4.15%	125,044	225,044	255,000	4.20%	333,285	588,285	145,000	4.30%	209,428	354,428	110,000	4.40%	333,471	443,471					940,000	1,354,712	2,294,712	26,150,000	**2030**
2031	345,000	4.15%	339,562	684,562	105,000	4.20%	120,764	225,764	265,000	4.25%	322,298	587,298	155,000	4.20%	203,056	358,056	185,000	4.30%	259,895	444,895					1,055,000	1,245,574	2,300,574	28,480,000	**2031**
2032	360,000	4.20%	324,843	684,843	110,000	4.25%	116,221	226,221	275,000	4.30%	310,755	585,755	160,000	4.25%	196,401	356,401	190,000	4.20%	251,928	441,928	65,000	4.40%	204,075	269,075	1,160,000	1,404,222	2,564,222	27,320,000	**2032**
2033	375,000	4.25%	309,314	684,314	115,000	4.30%	111,411	226,411	285,000	4.35%	298,643	583,643	170,000	4.30%	189,346	359,346	200,000	4.25%	243,688	443,688	110,000	4.30%	159,179	269,179	1,255,000	1,311,581	2,566,581	26,065,000	**2033**
2034	395,000	4.30%	292,853	687,853	120,000	4.35%	106,329	226,329	300,000	4.40%	285,845	585,845	175,000	4.35%	181,884	356,884	210,000	4.30%	234,923	444,923	115,000	4.20%	154,399	269,399	1,315,000	1,256,232	2,571,232	24,750,000	**2034**
2035	410,000	4.60%	274,931	684,931	130,000	4.40%	100,859	230,859	315,000	4.45%	272,236	587,236	185,000	4.40%	174,008	359,008	215,000	4.35%	225,731	440,731	120,000	4.25%	149,434	269,434	1,375,000	1,197,198	2,572,198	23,375,000	**2035**
2036	430,000	4.60%	255,611	685,611	135,000	4.70%	94,826	229,826	330,000	4.50%	257,802	587,802	190,000	4.45%	165,711	355,711	225,000	4.40%	216,105	441,105	125,000	4.30%	144,197	269,197	1,435,000	1,134,251	2,569,251	21,940,000	**2036**
2037	450,000	4.65%	235,258	685,258	145,000	4.70%	88,246	233,246	345,000	4.80%	242,097	587,097	200,000	4.50%	156,983	356,983	235,000	4.45%	205,926	440,926	135,000	4.35%	138,573	273,573	1,510,000	1,067,083	2,577,083	20,430,000	**2037**
2038	470,000	4.70%	213,751	683,751	150,000	4.75%	81,276	231,276	360,000	4.80%	225,177	585,177	210,000	4.80%	147,443	357,443	250,000	4.50%	195,073	445,073	140,000	4.40%	132,557	272,557	1,580,000	995,276	2,575,276	18,850,000	**2038**
2039	495,000	4.80%	190,826	685,826	160,000	4.80%	73,874	233,874	380,000	4.85%	207,322	587,322	220,000	4.80%	137,123	357,123	260,000	4.80%	183,208	443,208	145,000	4.45%	126,250	271,250	1,660,000	918,602	2,578,602	17,190,000	**2039**
2040	520,000	4.92%	166,154	686,154	165,000	4.90%	65,991	230,991	395,000	4.90%	188,430	583,430	230,000	4.85%	126,266	356,266	275,000	4.80%	170,368	445,368	150,000	4.50%	119,649	269,649	1,735,000	836,856	2,571,856	15,455,000	**2040**
2041	545,000	4.97%	139,818	684,818	175,000	5.02%	57,556	232,556	420,000	5.00%	168,252	588,252	240,000	4.90%	114,808	354,808	285,000	4.85%	156,856	441,856	160,000	4.80%	112,434	272,434	1,825,000	749,725	2,574,725	13,630,000	**2041**
2042	575,000	5.02%	111,843	686,843	185,000	5.07%	48,474	233,474	440,000	5.12%	146,488	586,488	255,000	5.00%	102,553	357,553	300,000	4.90%	142,595	442,595	165,000	4.80%	104,634	269,634	1,920,000	656,586	2,576,586	11,710,000	**2042**
2043	605,000	5.10%	81,983	686,983	195,000	5.12%	38,792	233,792	460,000	5.17%	123,333	583,333	265,000	5.12%	89,394	354,394	315,000	5.00%	127,370	442,370	175,000	4.85%	96,430	271,430	2,015,000	557,302	2,572,302	9,695,000	**2043**
2044	635,000	5.10%	50,363	685,363	205,000	5.20%	28,470	233,470	485,000	5.22%	98,784	583,784	280,000	5.17%	75,372	355,372	330,000	5.12%	111,047	441,047	185,000	4.90%	87,654	272,654	2,120,000	451,689	2,571,689	7,575,000	**2044**
2045	670,000	5.10%	17,085	687,085	215,000	5.20%	17,550	232,550	515,000	5.30%	72,478	587,478	295,000	5.22%	60,435	355,435	350,000	5.17%	93,552	443,552	195,000	5.00%	78,247	273,247	2,240,000	339,345	2,579,345	5,335,000	**2045**
2046					230,000	5.20%	5,980	235,980	540,000	5.30%	44,520	584,520	315,000	5.30%	44,388	359,388	370,000	5.22%	74,847	444,847	205,000	5.12%	68,124	273,124	1,660,000	237,858	1,897,858	3,675,000	**2046**
2047									570,000	5.30%	15,105	585,105	330,000	5.30%	27,295	357,295	390,000	5.30%	54,855	444,855	215,000	5.17%	57,318	272,318	1,505,000	154,573	1,659,573	2,170,000	**2047**
2048													350,000	5.30%	9,275	359,275	410,000	5.30%	33,655	443,655	225,000	5.22%	45,888	270,888	985,000	88,818	1,073,818	1,185,000	**2048**
2049																	430,000	5.30%	11,395	441,395	240,000	5.30%	33,655	273,655	670,000	45,050	715,050	515,000	**2049**
2050																					250,000	5.30%	20,670	270,670	250,000	20,670	270,670	265,000	**2050**
2051																					265,000	5.30%	7,023	272,023	265,000	7,023	272,023	0	**2051**
TOTALS	**8,715,000**		**4,997,885**	**13,712,885**	**2,880,000**		**1,713,895**	**4,593,895**	**7,320,000**		**4,397,631**	**11,717,631**	**4,460,000**		**2,679,818**	**7,139,818**	**5,535,000**		**3,326,485**	**8,861,485**	**3,385,000**		**2,040,387**	**5,425,387**	**32,295,000**	**19,156,101**	**51,451,101**		**TOTALS**

Table 17
Stormwater Utility Cash Flow Analysis - Projected 2024-2034
City of Oshkosh, WI

	Est.	Budget				Projected					
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Revenues											
Total Revenues from User Rates	$15,165,000	$15,957,806	$16,052,026	$16,283,806	$16,597,482	$16,917,432	$16,997,813	$16,997,813	$16,997,813	$16,997,813	$16,997,813
Percent Increase to User Rates	**0.00%**	**2.50%**	**0.00%**	**2.00%**	**2.00%**	**2.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**
Cumulative Percent Rate Increase	**0.00%**	**2.50%**	**2.50%**	**4.55%**	**6.64%**	**8.77%**	**8.77%**	**8.77%**	**8.77%**	**8.77%**	**8.77%**
Dollar Amount Increase to Revenues	**$967,851**	**$792,806**	**$94,220**	**$231,780**	**$313,676**	**$319,950**	**$80,381**	**$0**	**$0**	**$0**	**$0**
Other Revenues											
Interest Income	$1,670,000	$115,431	$105,289	$110,864	$119,149	$130,744	$123,052	$119,497	$106,545	$106,156	$111,111
Other Income	$2,500	$2,525	$2,550	$2,576	$2,602	$2,628	$2,654	$2,680	$2,707	$2,734	$2,762
Special Assessments	$0	$0	$24,300	$42,110	$65,750	$80,250	$99,730	$109,510	$117,190	$127,770	$133,580
Total Other Revenues	$1,672,500	$117,956	$132,140	$155,549	$187,500	$213,621	$225,436	$231,688	$226,442	$236,661	$247,452
Total Revenues	$16,837,500	$16,075,762	$16,184,165	$16,439,355	$16,784,983	$17,131,053	$17,223,249	$17,229,501	$17,224,256	$17,234,474	$17,245,265
Less: Expenses											
Operating and Maintenance	$3,011,456	$3,308,456	$3,390,842	$3,475,282	$3,561,826	$3,650,527	$3,741,438	$3,834,616	$3,930,115	$4,027,995	$4,128,314
PILOT Payment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net Before Debt Service and Capital Expenditures	$13,826,044	$12,767,306	$12,793,323	$12,964,073	$13,223,157	$13,480,526	$13,481,811	$13,394,885	$13,294,141	$13,206,479	$13,116,952
Debt Service											
Existing Debt P&I	$9,047,475	$9,032,475	$8,801,319	$8,823,247	$8,802,131	$8,472,847	$8,525,544	$7,042,569	$7,044,197	$6,598,041	$5,508,388
New (2024-2033) Debt Service P&I	$0	$0	$687,709	$911,724	$1,493,198	$1,853,248	$2,294,712	$2,300,574	$2,564,222	$2,566,581	$2,571,232
Total Debt Service	$9,047,475	$9,032,475	$9,489,028	$9,734,971	$10,295,330	$10,326,095	$10,820,256	$9,343,143	$9,608,418	$9,164,621	$8,079,619
Transfer In (Out)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Less: Capital Improvements/COI	$15,427,042	$14,478,088	$5,069,450	$8,892,050	$5,068,900	$10,227,738	$3,372,500	$10,027,163	$3,763,500	$3,051,000	$3,124,000
Debt Proceeds	$0	$8,715,000	$2,880,000	$7,320,000	$4,460,000	$5,535,000	$0	$3,385,000	$0	$0	$0
Net Annual Cash Flow	**($10,648,473)**	**($2,028,257)**	**$1,114,845**	**$1,657,053**	**$2,318,927**	**($1,538,306)**	**($710,945)**	**($2,590,420)**	**($77,778)**	**$990,858**	**$1,913,332**
Restricted and Unrestricted Cash Balance:											
Balance at first of year	$33,734,624	$23,086,151	$21,057,894	$22,172,739	$23,829,792	$26,148,718	$24,610,412	$23,899,467	$21,309,047	$21,231,269	$22,222,127
Net Annual Cash Flow Addition/(Subtraction)	($10,648,473)	($2,028,257)	$1,114,845	$1,657,053	$2,318,927	($1,538,306)	($710,945)	($2,590,420)	($77,778)	$990,858	$1,913,332
Balance at end of year	$23,086,151	$21,057,894	$22,172,739	$23,829,792	$26,148,718	$24,610,412	$23,899,467	$21,309,047	$21,231,269	$22,222,127	$24,135,460
"All-in" Debt Coverage	1.53	1.41	1.35	1.33	1.28	1.31	1.25	1.43	1.38	1.44	1.62
Ehlers Target Working Capital	$ 12,086,703	$ 12,741,242	$ 13,116,502	$ 13,824,533	$ 13,992,815	$ 14,642,286	$ 13,289,583	$ 13,712,659	$ 13,367,386	$ 12,375,791	$ 11,861,720
Over (Under) Target Working Capital	$ 10,999,448	$ 8,316,653	$ 9,056,237	$ 10,005,258	$ 12,155,903	$ 9,968,126	$ 10,609,884	$ 7,596,388	$ 7,863,883	$ 9,846,336	$ 12,273,740
Over (Under) Target Working Capital - Unrestricted	($1,972,142)	($875,117)	($360,577)	$160	$1,796,377	($834,870)	($193,113)	($1,995,606)	($1,728,110)	$254,343	$2,681,746

Notes:
1) Assumes no changes in number of ERUs beyond Test Year.
2) Assumes 2.50% annual inflation beyond budget year.

Table 18
Stormwater Utility Statement of Projected Revenue Bond Coverage
City of Oshkosh, WI

Year	Total Operating Revenues	Less: Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt Total	Future Rev Debt (2024-2034) Total	Total Storm Debt Service	Coverage	Debt Service Capacity @ 1.2x
2024	16,837,500	(3,011,456)	13,826,044	8,609,281	-	8,609,281	1.61	7,174,399
2025	16,075,762	(3,308,456)	12,767,306	8,610,606	-	8,610,606	1.48	7,175,504
2026	16,184,165	(3,390,842)	12,793,323	8,390,625	687,709	9,078,334	1.41	6,992,186
2027	16,439,355	(3,475,282)	12,964,073	8,428,734	911,724	9,340,458	1.39	7,023,944
2028	16,784,983	(3,561,826)	13,223,157	8,423,656	1,493,198	9,916,855	1.33	7,019,712
2029	17,131,053	(3,650,527)	13,480,526	8,460,266	1,853,248	10,313,514	1.31	7,050,220
2030	17,223,249	(3,741,438)	13,481,811	8,508,284	2,294,712	10,802,997	1.25	7,090,236
2031	17,229,501	(3,834,616)	13,394,885	7,025,713	2,300,574	9,326,287	1.44	5,854,759
2032	17,224,256	(3,930,115)	13,294,141	7,027,772	2,564,222	9,591,993	1.39	5,856,475
2033	17,234,474	(4,027,995)	13,206,479	6,577,141	2,566,581	9,143,721	1.44	5,480,949
2034	17,245,265	(4,128,314)	13,116,952	5,488,088	2,571,232	8,059,319	1.63	4,573,405

Table 19
Stormwater Utility Statement of Projected Revenue Bond Coverage - PY

City of Oshkosh, WI

Audit Year	Prior Year Total Operating Revenues	Less: Prior Year Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt Total	Future Rev Debt (2024-2034) Total	Total Storm Debt Service	Coverage	Debt Service Capacity @ 1.2x
2024	15,808,278	(2,740,645)	13,067,633	8,609,281	-	8,609,281	1.52	7,174,399
2025	16,837,500	(3,011,456)	13,826,044	8,610,606	-	8,610,606	1.61	7,175,504
2026	16,075,762	(3,308,456)	12,767,306	8,390,625	687,709	9,078,334	1.41	6,992,186
2027	16,184,165	(3,390,842)	12,793,323	8,428,734	911,724	9,340,458	1.37	7,023,944
2028	16,439,355	(3,475,282)	12,964,073	8,423,656	1,493,198	9,916,855	1.31	7,019,712
2029	16,784,983	(3,561,826)	13,223,157	8,460,266	1,853,248	10,313,514	1.28	7,050,220
2030	17,131,053	(3,650,527)	13,480,526	8,508,284	2,294,712	10,802,997	1.25	7,090,236
2031	17,223,249	(3,741,438)	13,481,811	7,025,713	2,300,574	9,326,287	1.45	5,854,759
2032	17,229,501	(3,834,616)	13,394,885	7,027,772	2,564,222	9,591,993	1.40	5,856,475
2033	17,224,256	(3,930,115)	13,294,141	6,577,141	2,566,581	9,143,721	1.45	5,480,949
2034	17,234,474	(4,027,995)	13,206,479	5,488,088	2,571,232	8,059,319	1.64	4,573,405

Notes:

1) Using previous year operating revenues less expenses and current year's debt.

Table 20
Stormwater Utility Estimated ERU Impact Analysis
City of Oshkosh, WI

Year	Annual Rate Per ERU	Monthly Rate Per ERU	Percentage Rate Increase	Annual Dollar Increase	Monthly Dollar Increase
2015	$136.60	$11.38			
2016	$148.88	$12.41	0.00%	$12.28	$1.02
2017	$160.05	$13.34	7.50%	$11.17	$0.93
2018	$172.05	$14.34	7.50%	$12.00	$1.00
2019	$184.09	$15.34	7.00%	$12.04	$1.00
2020	$196.98	$16.41	7.00%	$12.89	$1.07
2021	$210.77	$17.56	7.00%	$13.79	$1.15
2022	$223.41	$18.62	6.00%	$12.65	$1.05
2023	$237.94	$19.83	6.50%	$14.52	$1.21
2024	$237.94	$19.83	0.00%	$0.00	$0.00
2025	$243.84	$20.32	2.50%	$5.90	$0.49
2026	$243.84	$20.32	0.00%	$0.00	$0.00
2027	$248.72	$20.73	2.00%	$4.88	$0.41
2028	$253.69	$21.14	2.00%	$4.97	$0.41
2029	$258.76	$21.56	2.00%	$5.07	$0.42
2030	$258.76	$21.56	0.00%	$0.00	$0.00
2031	$258.76	$21.56	0.00%	$0.00	$0.00
2032	$258.76	$21.56	0.00%	$0.00	$0.00
2033	$258.76	$21.56	0.00%	$0.00	$0.00
2033	$258.76	$21.56	0.00%	$0.00	$0.00

December 10, 2024

2025 Interim Sanitary Sewer Rate Analysis for Wholesale Customers (Sanitary Districts):

City of Oshkosh, WI

EHLERS
PUBLIC FINANCE ADVISORS

Prepared by:

Ehlers
N19W24400 Riverwood Drive
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Outside User Rate Calculations
Projected Test Year 2025 WWTF Flows and Loadings

City of Oshkosh, WI

	Flow (CCF)	BOD (Lbs)	TSS (Lbs)	P (Lbs)	NH3-N (Lbs)
Inside Customers					
Residential	902,000	1,913,168	2,025,707	50,643	163,182
Commercial	361,000	765,691	810,732	20,268	65,309
Multi-Family	217,000	460,263	487,338	12,183	39,258
Industrial	135,000	286,339	303,182	7,580	24,423
Municipal & Public	320,000	678,729	718,654	17,966	57,892
Subtotal Inside Customers	1,935,000	4,104,191	4,345,614	108,640	350,063
Outside Customers					
Algoma SD	254,939	397,598	397,598	15,904	39,760
Sunset SD	5,290	8,251	8,251	330	825
Blackwolf SD	62,527	97,516	97,516	3,901	9,752
Island View SD	18,861	29,415	29,415	1,177	2,942
Edgewood Shangri-la SD	2,841	4,431	4,431	177	443
Winnebago SD	2,800	4,367	4,367	175	437
Subtotal Outside Billable	347,258	541,577	541,577	21,663	54,158
High Strength Industrial					
Amcor Health Packaging		1,058	54,404	-	-
Reworld Solutions (FNA Convanta)		34,142	818	-	-
Hydrite Chemical Co		-	-	-	1,802
JJ Keller		272	1,690	-	-
Kingsbury		-	-	-	-
Meritor Industrial Products		-	-	-	24
Oshkosh 333		-	39,353	2,947	2,855
Oshkosh 500 Waukau		840	182	25	164
Oshkosh 2737		7,033	5,874	166	1,798
Oshkosh Correctional Inst 1700		48,629	7,707	-	488
Oshkosh Correctional Inst 1730		30,423	5,655	-	239
Pepsi Cola		141,466	5,062	23	-
Winnebago Co. Landfill		-	-	-	7,268
Winnebago Co. Landfill II- Combined Cells		-	-	-	11,948
Subtotal High Strength Industrial Billable		263,863	120,745	3,161	26,587
Wastehaulers					
Septic Tank Waste	68	3,818	6,363	127	64
Porta Potty Waste	373	10,471	20,942	582	233
Mixed Loads	13,170	73,943	73,943	3,697	10,270
Holding Tank Waste	3,877	12,093	19,349	484	1,209
Subtotal Wastehaulers	17,488	100,325	120,597	4,890	11,775
Wastewater Treatment Facility					
Total Billable	2,299,746	5,009,956	5,128,533	138,355	442,583
Inflow/Infiltration (I/I)	3,210,268				
Total WWTF	5,510,014				
Total For Rate Calcs	**2,299,746**	**5,009,956**	**5,128,533**	**138,355**	**442,583**
Inside City Customers	**1,952,488**	**4,468,379**	**4,586,956**	**116,692**	**388,426**
Inside City and Sanitary Districts (Less Sunset SD)	**2,294,456**	**5,001,705**	**5,120,282**	**138,025**	**441,758**

Outside User Rate Calculations
Projected Test Year 2025 Meter Counts
City of Oshkosh, WI

Total Meters						
Meter Size	Residential	Commerical	Multi-Family	Industrial	Municipal & Public	Total
5/8"	8,918	272	75	3	7	9,275
3/4"	11,255	933	67	17	47	12,319
1"	178	317	196	28	29	748
1 1/4"						
1 1/2"	1	101	145	19	28	294
2"		123	68	29	72	292
3"		36	2	11	40	89
4"		12	8	5	19	44
6"		4	3		3	10
8"					1	1
10"					1	1
12"						
	20,352	1,798	564	112	247	23,073

Equivalent Meters							
Meter Size	Equiv. Ratio	Residential	Commerical	Multi-Family	Industrial	Municipal & Public	Total
5/8"	1	8,918	272	75	3	7	9,275
3/4"	1	11,255	933	67	17	47	12,319
1"	2.5	445	793	490	70	73	1,870
1 1/4"	3.75	-	-	-	-	-	-
1 1/2"	5	5	505	725	95	140	1,470
2"	8	-	984	544	232	576	2,336
3"	15	-	540	30	165	600	1,335
4"	25	-	300	200	125	475	1,100
6"	50	-	200	150	-	150	500
8"	80	-	-	-	-	80	80
10"	125	-	-	-	-	125	125
12"	175	-	-	-	-	-	-
		20,623	4,527	2,281	707	2,273	30,410

Outside User Rate Calculations
2025 Budgeted Sewer Utility Expenses
City of Oshkosh, WI

	Test Year Budget	Algoma SD	Sunset	Black Wolf	Island View	Edgewood Shangri-La	Winnebago
SANITARY SEWER - 1920							
Labor	49,468						
Retirement Benefits	7,082						
Insurance Benefits	9,043						
Contractual Services	168,000						
Repairs to Motor Vehicles	0						
Maint Mach/Equip/Bldg/Struct	0						
Maintenance of Sanitary Sewers	0						
Maint Mach/Equip/Bldg/Struct	0						
Building Rent	1,000						
Interfund Charge Backs	589,600						
Chemicals	0						
Miscellaneous	7,300						
Legal Fees	0						
Diesel Fuel	0						
Supplies and Repair Parts	0						
Sewer Maintenance Supplies	13,500						
Safety Equipment	0						
Stone/Gravel/Concrete/Asphalt	0						
Depreciation	1,887,811						
TOTAL SANITARY SEWER	**2,732,804**						
PUMPING STATIONS - 1930							
Labor	1,827			X	X	X	X
Repair Parts	15,000			X	X	X	X
Gas & Oil	5,000			X	X	X	X
Heat	0			X	X	X	X
Equipment Rental	2,000			X	X	X	X
Postage	0			X	X	X	X
Professional Services	16,500			X	X	X	X
License & Permit	2,000			X	X	X	X
Office Supplies	100			X	X	X	X
Interfund Charge Backs	10,000			X	X	X	X
Telephone	4,000			X	X	X	X
Chemicals	90,000			X	X	X	X
Utility	192,500			X	X	X	X
Sewer	0			X	X	X	X
Storm Water	0			X	X	X	X
Supplies and Repair Parts	52,100			X	X	X	X
Power & Light	0			X	X	X	X
Insurance	9,500			X	X	X	X
Depreciation (Inclduing Forcemains)	529,836			X	X	X	X
TOTAL PUMPING STATIONS	**930,363**			X	X	X	X

DISPOSAL PLANT - 1940 - Liquid							
Labor	1,051,717	X	X	X	X	X	X
Retirement Benefits	148,668	X	X	X	X	X	X
Insurance Benefits	250,378	X	X	X	X	X	X
Repair Parts	150,000	X	X	X	X	X	X
Office Supplies	7,000	X	X	X	X	X	X
Gas & Oil	7,500	X	X	X	X	X	X
Heat	0	X	X	X	X	X	X
Chemicals	525,000	X	X	X	X	X	X
Cont Svcs/Eng & Consulting Fees	620,000	X	X	X	X	X	X
Tools	42,000	X	X	X	X	X	X
Other Supplies	50,000	X	X	X	X	X	X
Telephone	1,800	X	X	X	X	X	X
Utilities	710,000	X	X	X	X	X	X
Interfund Chargebacks	57,600	X	X	X	X	X	X
Power & Light	0	X	X	X	X	X	X
Car Allowance	1,000	X	X	X	X	X	X
Conference & Training	10,000	X	X	X	X	X	X
Insurance	103,600	X	X	X	X	X	X
Depreciation (Incl Interceptor depreciation)	1,459,353	X	X	X	X	X	X
Dues	3,000	X	X	X	X	X	X
Minor Equipment	7,500	X	X	X	X	X	X
Clothing	0	X	X	X	X	X	X
Miscellaneous	4,600	X	X	X	X	X	X
Fees & Permits	65,000	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL DISPOSAL PLANT	**5,275,716**	X	X	X	X	X	X
SOLID DISPOSAL - 1941							
Labor	236,445	X	X	X	X	X	X
Retirement Benefits	34,103	X	X	X	X	X	X
Insurance Benefits	60,209	X	X	X	X	X	X
Repair Parts	22,500	X	X	X	X	X	X
Gas & Oil	2,000	X	X	X	X	X	X
Chemicals	120,000	X	X	X	X	X	X
Insurance	21,600	X	X	X	X	X	X
Contractual Services	0	X	X	X	X	X	X
Depreciation	0	X	X	X	X	X	X
Maintenance	10,200	X	X	X	X	X	X
Equipment Rental	0	X	X	X	X	X	X
Miscellaneous	500	X	X	X	X	X	X
Special Services	190,100	X	X	X	X	X	X
Uniforms	3,100	X	X	X	X	X	X
Landfill Fees	0	X	X	X	X	X	X
Supplies	117,000	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL SOLID DISPOSAL	**817,757**	X	X	X	X	X	X
LABORATORY - 1945							

Labor	91,454	X	X	X	X	X	X
Retirement Benefits	13,194	X	X	X	X	X	X
Insurance Benefits	26,214	X	X	X	X	X	X
Repairs	4,600	X	X	X	X	X	X
Chemicals	14,000	X	X	X	X	X	X
Other Supplies	100	X	X	X	X	X	X
Insurance	7,600	X	X	X	X	X	X
Depreciation	2,000	X	X	X	X	X	X
Conference & Training	100	X	X	X	X	X	X
Office Supplies	200	X	X	X	X	X	X
Conference & Prof Training	0	X	X	X	X	X	X
Tools & Shop Supplies	17,500	X	X	X	X	X	X
Professional Services	400	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL LABORATORY	**177,362**	X	X	X	X	X	X
MAINTENANCE - 1946							
Labor	734,013	X	X	X	X	X	X
Retirement Benefits	105,937	X	X	X	X	X	X
Insurance Benefits	205,136	X	X	X	X	X	X
Motor Vehicle Expense	0	X	X	X	X	X	X
Contractual Services	13,000	X	X	X	X	X	X
Gas & Oil	16,400	X	X	X	X	X	X
Minor Equipment	3,000	X	X	X	X	X	X
Office Supplies	700	X	X	X	X	X	X
Other Supplies	32,000	X	X	X	X	X	X
Repairs/Maint	15,000	X	X	X	X	X	X
Insurance	58,400	X	X	X	X	X	X
Depreciation	121,000	X	X	X	X	X	X
Clothing	0	X	X	X	X	X	X
Miscellaneous	13,900	X	X	X	X	X	X
Equipment Rental	0	X	X	X	X	X	X
Landfill Fees	0	X	X	X	X	X	X
Interfund Charge Backs	20,000	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL MAINTENANCE	**1,338,486**	X	X	X	X	X	X

GENERAL & ADMINISTRATIVE - 1950	
Labor	514,281
Retirement Benefits	30,926
Insurance Benefits	140,768
Acounting Loss/Debt Refinancing	0
Software Supplies	0
Minor Equipment	7,500
Office Supplies/Equipment	7,000
Postage	0
Computer Charges	41,000
Telephone	38,000
Misc Fixed Charges	0
Contractual Services	0
Car Allowance	0
Maintenance Office Equipment	800
Professional Services	192,000
Advertising/Marketing	0
Other Supplies	2,500
Audit	10,000
Insurance	32,000
Uncollectable Accounts	500
Depreciation	0
Bond Issue Expense	2,640,000
Bond Service Fees	3,000
Bank Fees	0
GASB 68 Pension Exp	0
Conference & Training	3,500
Dues	200
TOTAL GENERAL & ADMINISTRATIVE	**3,663,975**
METER READING - 1951	
Labor	0
Retirement Benefits	0
Insurance Benefits	0
Meter Repairs	515,000
GASB 68 Pension Exp	200,000
Office Supplies	50,000
Car Allowance	0
Insurance	0
TOTAL METER READING	**765,000**
PRETREATMENT PROGRAM - 1955	
Professional Services	25,000
Licenses & Permits	0
Maint Computer	2,200
Conference/Training	500
Safety Equipment	0
Office Supplies	950
TOTAL PRETREATMENT PROGRAM	**28,650**

Outside User Rate Calculations
Sewer System Accumulated Depreciation and Net Book Value
City of Oshkosh, WI

		Original Cost 12/31/2023	Accumulated Depreciation 12/31/2023	Net Book Value 12/31/2023
	LAND	301,288		
1721-00000	PUMPING STATION BLDG.	13,803,479	3,425,677	10,377,802
1731-00000	DISPOSAL PLANT STRUCTURE	21,231,381	12,798,838	8,432,543
1734-00000	INTERCEPTING SEWERS	32,583,893	3,591,495	28,992,399
1743-00000	FORCE MAINS	1,791,782	1,131,053	660,729
1725-00000	PUMPING STATION EQUIP.	6,309,169	3,726,273	2,582,895
1735-00000	DISPOSAL PLANT EQUIP.	20,701,817	14,666,186	6,035,631
1732-00000	TREATMENT - EQUIPMENT	208,263	29,558	178,705
1785-00000	MAINTENANCE EQUIP.	162,812	162,812	0
1795-00000	LABORATORY EQUIP.	31,146	31,051	95
1788-00000	MOTOR VEHICLES	1,933,453	1,601,318	332,134
1797-00000	RADIOS	1,199,461	1,199,461	0
1726-00000	PUMP. STA. TOOLS & MISC EQUIP.	0	0	0
1791-00000	OFFICE EQUIPMENT	17,743	17,743	0
1784-00000	TOOLS & MISC. EQUIP.	69,385	69,385	0
1729-00000	SOLID DISP. PLANT EQUIP.	9,608,881	9,608,881	0
1719-00000	SANITARY SEWERS	82,262,367	20,345,146	61,917,222
1745-00000	SERVICES	10,617,970	300,326	10,317,644
1727-00000	SAN. SEWER TOOLS & MISC. EQUIP	169,734	169,734	0
1738-00000	POWER OPERATED EQUIPMENT	39,176	7,754	31,422
1728-00000	SOLIDS TOOLS & MISC. EQUIP.	0	0	0
1792-00000	HARDWARE SOFTWARE	452,102	452,102	0
1794-00000	LIQUID TOOLS & MISC. EQUIP.	9,869	9,869	0
Totals		203,505,172	73,344,664	129,859,221

Outside User Rate Calculations
Recovery of Return on Net Investment Rate Base (ROI)

City of Oshkosh, WI

Sewer System Net Book Value	$129,859,221
Return on Investment (ROI)%	6.20%
ROI for Test Year	$8,051,272

Breakdown of ROI Into Collection System and Treatment Plant

Collection System	$72,598,422
Return on Investment (ROI)%	6.10%
Collection System ROI for Test Year	$4,428,504
Pumping Stations and Forcemains	$13,621,426
Return on Investment (ROI)%	6.10%
Pumping Station ROI for Test Year	$830,907
Treatment Plant and Interceptors (All SD Customers)	$43,639,373
Return on Investment (ROI)%	6.10%
Treatment Plant and Interceptor ROI for Test Year	$2,662,002

Outside User Rate Calculations
Allocation of Costs to Function
City of Oshkosh, WI

	Allocation Percentages										WWTF					Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	Test Year Budget Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Operating & Maintenance																	
Sanitary Sewer																	
Labor	80%						10%	10%	$49,468	$39,574	$0	$0	$0	$0	$0	$4,947	$4,947
Retirement Benefits	80%						10%	10%	$7,082	$5,666	$0	$0	$0	$0	$0	$708	$708
Insurance Benefits	80%						10%	10%	$9,043	$7,234	$0	$0	$0	$0	$0	$904	$904
Contractual Services	80%						10%	10%	$168,000	$134,400	$0	$0	$0	$0	$0	$16,800	$16,800
Repairs to Motor Vehicles	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Maintenance of Sanitary Sewers	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Maint Mach/Equip/Bldg/Struct	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Building Rent	80%						10%	10%	$1,000	$800	$0	$0	$0	$0	$0	$100	$100
Interfund Charge Backs	80%						10%	10%	$589,600	$471,680	$0	$0	$0	$0	$0	$58,960	$58,960
Chemicals	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	80%						10%	10%	$7,300	$5,840	$0	$0	$0	$0	$0	$730	$730
Legal Fees	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Diesel Fuel	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Supplies and Repair Parts	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Maintenance Supplies	80%						10%	10%	$13,500	$10,800	$0	$0	$0	$0	$0	$1,350	$1,350
Safety Equipment	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Stone/Gravel/Concrete/Asphalt	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal Sanitary Sewer	80%						10%	10%	$844,993	$675,994	$0	$0	$0	$0	$0	$84,499	$84,499
Pumping Stations																	
Labor	90%						5%	5%	$1,827	$1,645	$0	$0	$0	$0	$0	$91	$91
Repair Parts	90%						5%	5%	$15,000	$13,500	$0	$0	$0	$0	$0	$750	$750
Gas & Oil	90%						5%	5%	$5,000	$4,500	$0	$0	$0	$0	$0	$250	$250
Heat	90%						5%	5%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Equipment Rental	90%						5%	5%	$2,000	$1,800	$0	$0	$0	$0	$0	$100	$100
Postage	90%						5%	5%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Professional Services	90%						5%	5%	$16,500	$14,850	$0	$0	$0	$0	$0	$825	$825
License & Permit	90%						5%	5%	$2,000	$1,800	$0	$0	$0	$0	$0	$100	$100
Office Supplies	90%						5%	5%	$100	$90	$0	$0	$0	$0	$0	$5	$5
Interfund Charge Backs	90%						5%	5%	$10,000	$9,000	$0	$0	$0	$0	$0	$500	$500
Telephone	90%						5%	5%	$4,000	$3,600	$0	$0	$0	$0	$0	$200	$200
Chemicals	90%						5%	5%	$90,000	$81,000	$0	$0	$0	$0	$0	$4,500	$4,500
Utility	90%						5%	5%	$192,500	$173,250	$0	$0	$0	$0	$0	$9,625	$9,625
Sewer	90%						5%	5%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Storm Water	90%						5%	5%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Supplies and Repair Parts	90%						5%	5%	$52,100	$46,890	$0	$0	$0	$0	$0	$2,605	$2,605
Power & Light	90%						5%	5%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Insurance	90%						5%	5%	$9,500	$8,550	$0	$0	$0	$0	$0	$475	$475
Subtotal Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	$400,527	$360,475	$0	$0	$0	$0	$0	$20,026	$20,026
Disposal Plant																	
Labor		33%	25%	22%	5%	5%	5%	5%	$1,051,717	$0	$347,066	$262,929	$231,378	$52,586	$52,586	$52,586	$52,586
Retirement Benefits		33%	25%	22%	5%	5%	5%	5%	$148,668	$0	$49,060	$37,167	$32,707	$7,433	$7,433	$7,433	$7,433
Insurance Benefits		33%	25%	22%	5%	5%	5%	5%	$250,378	$0	$82,625	$62,595	$55,083	$12,519	$12,519	$12,519	$12,519
Repair Parts		33%	25%	22%	5%	5%	5%	5%	$150,000	$0	$49,500	$37,500	$33,000	$7,500	$7,500	$7,500	$7,500
Office Supplies		33%	25%	22%	5%	5%	5%	5%	$7,000	$0	$2,310	$1,750	$1,540	$350	$350	$350	$350
Gas & Oil		33%	25%	22%	5%	5%	5%	5%	$7,500	$0	$2,475	$1,875	$1,650	$375	$375	$375	$375
Heat		33%	25%	22%	5%	5%	5%	5%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Chemicals		57%			43%			0%	$525,000	$0	$299,250	$0	$0	$225,750	$0	$0	$0
Cont Svcs/Eng & Consult Fees		33%	25%	22%	5%	5%	5%	5%	$620,000	$0	$204,600	$155,000	$136,400	$31,000	$31,000	$31,000	$31,000
Tools		32%	30%	26%	7%	5%		0%	$42,000	$0	$13,440	$12,600	$10,920	$2,940	$2,100	$0	$0
Other Supplies		32%	30%	26%	7%	5%		0%	$50,000	$0	$16,000	$15,000	$13,000	$3,500	$2,500	$0	$0
Telephone		32%	30%	26%	7%	5%		0%	$1,800	$0	$576	$540	$468	$126	$90	$0	$0
Water		32%	30%	26%	7%	5%		0%	$710,000	$0	$227,200	$213,000	$184,600	$49,700	$35,500	$0	$0
Storm Water		32%	30%	26%	7%	5%		0%	$57,600	$0	$18,432	$17,280	$14,976	$4,032	$2,880	$0	$0
Power & Light		33%	34%	21%	5%	7%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Car Allowance		33%	34%	21%	5%	7%		0%	$1,000	$0	$330	$340	$210	$50	$70	$0	$0
Conference & Training		33%	25%	22%	5%	5%	5%	5%	$10,000	$0	$3,300	$2,500	$2,200	$500	$500	$500	$500
Insurance		33%	25%	22%	5%	5%	5%	5%	$103,600	$0	$34,188	$25,900	$22,792	$5,180	$5,180	$5,180	$5,180

	Allocation Percentages										WWTF					Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	Test Year Budget Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Dues		33%	25%	22%	5%	5%	5%	5%	$3,000	$0	$990	$750	$660	$150	$150	$150	$150
Equipment Rental		32%	30%	26%	7%	5%		0%	$7,500	$0	$2,400	$2,250	$1,950	$525	$375	$0	$0
Clothing		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous		33%	34%	21%	5%	7%		0%	$4,600	$0	$1,518	$1,564	$966	$230	$322	$0	$0
Fees & Permits		33%	34%	21%	5%	7%		0%	$65,000	$0	$21,450	$22,100	$13,650	$3,250	$4,550	$0	$0
Subtotal Disposal Plant	0%	36%	23%	20%	11%	4%	3%	3%	$3,816,363	$0	$1,376,711	$872,640	$758,150	$407,696	$165,980	$117,593	$117,593
Solid Disposal																	
Labor		43%	25%	22%	5%	5%		0%	$236,445	$0	$101,671	$59,111	$52,018	$11,822	$11,822	$0	$0
Retirement Benefits		43%	25%	22%	5%	5%		0%	$34,103	$0	$14,664	$8,526	$7,503	$1,705	$1,705	$0	$0
Insurance Benefits		43%	25%	22%	5%	5%		0%	$60,209	$0	$25,890	$15,052	$13,246	$3,010	$3,010	$0	$0
Repair Parts		33%	34%	21%	5%	7%		0%	$22,500	$0	$7,425	$7,650	$4,725	$1,125	$1,575	$0	$0
Gas & Oil		43%	25%	22%	5%	5%		0%	$2,000	$0	$860	$500	$440	$100	$100	$0	$0
Chemicals		57%			43%			0%	$120,000	$0	$68,400	$0	$0	$51,600	$0	$0	$0
Insurance		43%	25%	22%	5%	5%		0%	$21,600	$0	$9,288	$5,400	$4,752	$1,080	$1,080	$0	$0
Contractual Services		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Maintenance		33%	34%	21%	5%	7%		0%	$10,200	$0	$3,366	$3,468	$2,142	$510	$714	$0	$0
Equipment Rental		33%	34%	21%	5%	7%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous		33%	34%	21%	5%	7%		0%	$500	$0	$165	$170	$105	$25	$35	$0	$0
Special Services		43%	25%	22%	5%	5%		0%	$190,100	$0	$81,743	$47,525	$41,822	$9,505	$9,505	$0	$0
Uniforms		43%	25%	22%	5%	5%		0%	$3,100	$0	$1,333	$775	$682	$155	$155	$0	$0
Landfill Fees		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Supplies		43%	25%	22%	5%	5%		0%	$117,000	$0	$50,310	$29,250	$25,740	$5,850	$5,850	$0	$0
Subtotal Solid Disposal	0%	45%	22%	19%	11%	4%	0%	0%	$817,757	$0	$365,116	$177,427	$153,175	$86,488	$35,552	$0	$0
Laboratory																	
Labor		30%	35%	15%	10%	10%		0%	$91,454	$0	$27,436	$32,009	$13,718	$9,145	$9,145	$0	$0
Retirement Benefits		30%	35%	15%	10%	10%		0%	$13,194	$0	$3,958	$4,618	$1,979	$1,319	$1,319	$0	$0
Insurance Benefits		30%	35%	15%	10%	10%		0%	$26,214	$0	$7,864	$9,175	$3,932	$2,621	$2,621	$0	$0
Repairs		30%	35%	15%	10%	10%		0%	$4,600	$0	$1,380	$1,610	$690	$460	$460	$0	$0
Chemicals		30%	35%	15%	10%	10%		0%	$14,000	$0	$4,200	$4,900	$2,100	$1,400	$1,400	$0	$0
Other Supplies		30%	35%	15%	10%	10%		0%	$100	$0	$30	$35	$15	$10	$10	$0	$0
Insurance		30%	35%	15%	10%	10%		0%	$7,600	$0	$2,280	$2,660	$1,140	$760	$760	$0	$0
Office Supplies		30%	35%	15%	10%	10%		0%	$200	$0	$60	$70	$30	$20	$20	$0	$0
Conference & Training		30%	35%	15%	10%	10%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Tools & Shop Supplies		30%	35%	15%	10%	10%		0%	$17,500	$0	$5,250	$6,125	$2,625	$1,750	$1,750	$0	$0
Professional Services		30%	35%	15%	10%	10%		0%	$400	$0	$120	$140	$60	$40	$40	$0	$0
Subtotal Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	$175,262	$0	$52,579	$61,342	$26,289	$17,526	$17,526	$0	$0
Maintenance																	
Labor		43%	25%	22%	5%	5%		0%	$734,013	$0	$315,626	$183,503	$161,483	$36,701	$36,701	$0	$0
Retirement Benefits		43%	25%	22%	5%	5%		0%	$105,937	$0	$45,553	$26,484	$23,306	$5,297	$5,297	$0	$0
Insurance Benefits		43%	25%	22%	5%	5%		0%	$205,136	$0	$88,208	$51,284	$45,130	$10,257	$10,257	$0	$0
Motor Vehicle Expense		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Contractual Services		43%	25%	22%	5%	5%		0%	$13,000	$0	$5,590	$3,250	$2,860	$650	$650	$0	$0
Gas & Oil		43%	25%	22%	5%	5%		0%	$16,400	$0	$7,052	$4,100	$3,608	$820	$820	$0	$0
Minor Equipment		43%	25%	22%	5%	5%		0%	$3,000	$0	$1,290	$750	$660	$150	$150	$0	$0
Office Supplies		43%	25%	22%	5%	5%		0%	$700	$0	$301	$175	$154	$35	$35	$0	$0
Other Supplies		43%	25%	22%	5%	5%		0%	$32,000	$0	$13,760	$8,000	$7,040	$1,600	$1,600	$0	$0
Repairs/Maintenance		43%	25%	22%	5%	5%		0%	$15,000	$0	$6,450	$3,750	$3,300	$750	$750	$0	$0
Insurance		43%	25%	22%	5%	5%		0%	$58,400	$0	$25,112	$14,600	$12,848	$2,920	$2,920	$0	$0
Clothing		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous		43%	25%	22%	5%	5%		0%	$13,900	$0	$5,977	$3,475	$3,058	$695	$695	$0	$0
Equipment Rental		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Landfill Fees		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interfund Charge Backs		43%	25%	22%	5%	5%		0%	$20,000	$0	$8,600	$5,000	$4,400	$1,000	$1,000	$0	$0
Subtotal Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	$1,217,486	$0	$523,519	$304,372	$267,847	$60,874	$60,874 #	$0	$0
General & Administrative																	
Labor	16%	16%	19%	17%	4%	4%	10%	14%	$514,281	$82,285	$82,285	$97,713	$87,428	$20,571	$20,571	$51,428	$71,999
Retirement Benefits	16%	16%	19%	17%	4%	4%	10%	14%	$30,926	$4,948	$4,948	$5,876	$5,257	$1,237	$1,237	$3,093	$4,330
Insurance Benefits	16%	16%	19%	17%	4%	4%	10%	14%	$140,768	$22,523	$22,523	$26,746	$23,931	$5,631	$5,631	$14,077	$19,708
Software Supplies	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Minor Equipment	16%	16%	19%	17%	4%	4%	10%	14%	$7,500	$1,200	$1,200	$1,425	$1,275	$300	$300	$750	$1,050
Office Supplies/Equipment	16%	16%	19%	17%	4%	4%	10%	14%	$7,000	$1,120	$1,120	$1,330	$1,190	$280	$280	$700	$980
Postage	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Computer Charges	16%	16%	19%	17%	4%	4%	10%	14%	$41,000	$6,560	$6,560	$7,790	$6,970	$1,640	$1,640	$4,100	$5,740
Telephone	16%	16%	19%	17%	4%	4%	10%	14%	$38,000	$6,080	$6,080	$7,220	$6,460	$1,520	$1,520	$3,800	$5,320

	Allocation Percentages										WWTF					Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	Test Year Budget Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Misc Fixed Charges	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Contractual Services	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Car Allowance	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Maintenance Office Equipment	16%	16%	19%	17%	4%	4%	10%	14%	$800	$128	$128	$152	$136	$32	$32	$80	$112
Professional Services	16%	16%	19%	17%	4%	4%	10%	14%	$192,000	$30,720	$30,720	$36,480	$32,640	$7,680	$7,680	$19,200	$26,880
Advertising/Marketing	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Supplies	16%	16%	19%	17%	4%	4%	10%	14%	$2,500	$400	$400	$475	$425	$100	$100	$250	$350
Audit	16%	16%	19%	17%	4%	4%	10%	14%	$10,000	$1,600	$1,600	$1,900	$1,700	$400	$400	$1,000	$1,400
Insurance	16%	16%	19%	17%	4%	4%	10%	14%	$32,000	$5,120	$5,120	$6,080	$5,440	$1,280	$1,280	$3,200	$4,480
Uncollectable Accounts	16%	16%	19%	17%	4%	4%	10%	14%	$500	$80	$80	$95	$85	$20	$20	$50	$70
Bank Fees	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
GASB 68 Pension Exp	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Conference & Training	16%	16%	19%	17%	4%	4%	10%	14%	$3,500	$560	$560	$665	$595	$140	$140	$350	$490
Dues	16%	16%	19%	17%	4%	4%	10%	14%	$200	$32	$32	$38	$34	$8	$8	$20	$28
Subtotal General & Administrative	16%	16%	19%	17%	4%	4%	10%	14%	$1,020,975	$163,356	$163,356	$193,985	$173,566	$40,839	$40,839	$102,098	$142,937
Meter Reading																	
Labor							100%	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Retirement Benefits							100%	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Insurance Benefits							100%	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Meter Repairs								100%	$515,000	$0	$0	$0	$0	$0	$0	$0	$515,000
GASB 68 Pension Exp							100%	0%	$200,000	$0	$0	$0	$0	$0	$0	$200,000	$0
Office Supplies							50%	50%	$50,000	$0	$0	$0	$0	$0	$0	$25,000	$25,000
Car Allowance								100%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal Meter Reading							29%	71%	$765,000	$0	$0	$0	$0	$0	$0	$225,000	$540,000
Pretreatment Program																	
Professional Services		43%	25%	22%	5%	5%		0%	$25,000	$0	$10,750	$6,250	$5,500	$1,250	$1,250	$0	$0
Licenses & Permits		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Books & Periodicals		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Maint Computer		43%	25%	22%	5%	5%		0%	$2,200	$0	$946	$550	$484	$110	$110	$0	$0
Conference/Training		43%	25%	22%	5%	5%		0%	$500	$0	$215	$125	$110	$25	$25	$0	$0
Safety Equipment		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Office Supplies		43%	25%	22%	5%	5%		0%	$950	$0	$409	$238	$209	$48	$48	$0	$0
Subtotal Pretreatment Program	0%	43%	25%	22%	5%	5%	0%	0%	$28,650	$0	$12,320	$7,163	$6,303	$1,433	$1,433	$0	$0
Total O & M	13%	27%	18%	15%	7%	4%	6%	10%	$9,087,013	$1,199,825	$2,493,599	$1,616,928	$1,385,329	$614,856	$322,204	$549,216	$905,055
Capital Costs																	
Depreciation																	
Sanitary Sewer	80%	0%	0%	0%	0%	0%	10%	10%	$1,887,811	$1,510,249	$0	$0	$0	$0	$0	$188,781	$188,781
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	$529,836	$476,852	$0	$0	$0	$0	$0	$26,492	$26,492
Disposal Plant	0%	45%	22%	19%	11%	4%	0%	0%	$1,459,353	$0	$651,578	$316,633	$273,352	$154,344	$63,445	$0	$0
Solid Disposal	0%	45%	22%	19%	11%	4%	0%	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	$2,000	$0	$600	$700	$300	$200	$200	$0	$0
Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	$121,000	$0	$52,030	$30,250	$26,620	$6,050	$6,050	$0	$0
General & Administration	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Meter Reading	0%	0%	0%	0%	0%	0%	29%	71%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pretreatment Program	0%	43%	25%	22%	5%	5%	0%	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Rate of Return																	
Collection System (Sanitary Sewer)	80%	0%	0%	0%	0%	0%	10%	10%	$4,428,504	$3,542,803	$0	$0	$0	$0	$0	$442,850	$442,850
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	$830,907	$747,816	$0	$0	$0	$0	$0	$41,545	$41,545
Treatment Facility	0%	45%	22%	19%	11%	4%	0%	0%	$2,662,002	$0	$1,188,541	$577,570	$498,621	$281,539	$115,730	$0	$0
Total Capital Costs									$11,921,412	$6,277,720	$1,892,749	$925,153	$798,893	$442,134	$185,425	$699,669	$699,669
Subtotal Revenue Requirements									$21,008,426	$7,477,545	$4,386,349	$2,542,081	$2,184,223	$1,056,990	$507,629	$1,248,885	$1,604,724
Other Income																	
Misc Service & Late Charges	23%	19%	15%	13%	5%	3%	11%	11%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pre-Treatment Program	23%	19%	15%	13%	5%	3%	11%	11%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Investment Income	23%	19%	15%	13%	5%	3%	11%	11%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Other Income									$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Net Revenue Requirements									**$21,008,426**	**$7,477,545**	**$4,386,349**	**$2,542,081**	**$2,184,223**	**$1,056,990**	**$507,629**	**$1,248,885**	**$1,604,724**

	Allocation Percentages										WWTF					Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	Test Year Budget Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Summary																	
Allocation of Costs to Function and Classification for User Rates																	
									Test Year Budget Expenses	Conveyance System	Flow	BOD	TSS	P	TKN	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	66%	2%	2%	2%	0%	0%	12%	16%	$8,975,933	$5,892,402	$175,676	$201,148	$179,869	$42,272	$42,272	$1,043,228	$1,399,067
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	$1,761,270	$1,585,143	$0	$0	$0	$0	$0	$88,064	$88,064
Treatment	0%	41%	23%	20%	10%	5%	1%	1%	$10,271,223	$0	$4,210,673	$2,340,933	$2,004,354	$1,014,718	$465,358	$117,593	$117,593
Total	36%	21%	12%	10%	5%	2%	6%	8%	**21,008,426**	**7,477,545**	**4,386,349**	**2,542,081**	**2,184,223**	**1,056,990**	**507,629**	**1,248,885**	**1,604,724**

Legend
BOD = Biochemical Oxygen Demand
TSS = Total Suspended Solids
P = Phosphorus
NH3-N = Amonia Nitrogen

Outside User Rate Calculations
Summary of Revenue Requirement
City of Oshkosh, WI

Revenue Requirement Component	Paid By:	Test Year Budget	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	City Customers Only	$8,975,933	$5,892,402	$175,676	$201,148	$179,869	$42,272	$42,272	$1,043,228	$1,399,067
Pumping Stations	All Customers except Sunset	$1,761,270	$1,585,143	$0	$0	$0	$0	$0	$88,064	$88,064
Treatment	All Customers	$10,271,223	$0	$4,210,673	$2,340,933	$2,004,354	$1,014,718	$465,358	$117,593	$117,593
Total		$21,008,426	$7,477,545	$4,386,349	$2,542,081	$2,184,223	$1,056,990	$507,629	$1,248,885	$1,604,724

Outside User Rate Calculations
Rate Computation Worksheet

City of Oshkosh, WI

Collection System, Administration, Meter Reading, Pretreatment Rate Calc (City Customers Only)

Fixed Charges (Annual)

Charge Type	Costs	Billable Units	Rate
Customer Charge	1,043,228	23,073	$45.21
Meter/Connection Charge	1,399,067	30,410	$46.01

Meter Size	Equiv Ratio	Meter/Connection Charge	Customer Charge	Total Fixed Charge
5/8"	1	$46.01	$45.21	$91.22
3/4"	1	$46.01	$45.21	$91.22
1"	2.5	$115.02	$45.21	$160.23
1 1/4"	3.75	$172.53	$45.21	$217.74
1 1/2"	5	$230.03	$45.21	$275.25
2"	8	$368.05	$45.21	$413.27
3"	15	$690.10	$45.21	$735.32
4"	25	$1,150.17	$45.21	$1,195.38
6"	50	$2,300.34	$45.21	$2,345.56
8"	80	$3,680.55	$45.21	$3,725.76
10"	125	$5,750.85	$45.21	$5,796.07
12"	175	$8,051.19	$45.21	$8,096.41

Volumetric Charges

Charge Type	Cost	Billable Units (Cu. Ft or lbs)	Rate/Unit
Flow Charge per 100 CF	$175,676	1,952,488	$0.09
Conveyance Charge per 100 CF	$5,892,402	1,935,000	$3.05
BOD Charge per lb.	$201,148	4,468,379	$0.05
TSS Charge per lb.	$179,869	4,586,956	$0.04
P Charge per lb.	$42,272	116,692	$0.36
NH3-N Charge per lb.	$42,272	388,426	$0.11
BOD Charge per 100 CF			$0.07
TSS Charge per 100 CF			$0.06
P Charge per 100 CF			$0.02
NH3-N Charge per 100 CF			$0.02
Total Volumetric Rate per 100 Cu. Ft			$3.31

Pumping Stations User Rate Calculations (City, Blackwolf, Island View, Winnebago, Edgewood SD's)

Fixed Charges (Annual)

Charge Type	Costs	Billable Units	Rate
Customer Charge	88,064	23,073	$3.82
Meter/Connection Charge	88,064	30,410	$2.90

Meter Size	Equiv Ratio	Meter/Connection Charge	Customer Charge	Total Fixed Charge
5/8"	1	$2.90	$3.82	$6.71
3/4"	1	$2.90	$3.82	$6.71
1"	2.5	$7.24	$3.82	$11.06
1 1/4"	3.75	$10.86	$3.82	$14.68
1 1/2"	5	$14.48	$3.82	$18.30
2"	8	$23.17	$3.82	$26.98
3"	15	$43.44	$3.82	$47.25
4"	25	$72.40	$3.82	$76.21
6"	50	$144.79	$3.82	$148.61
8"	80	$231.67	$3.82	$235.49
10"	125	$361.98	$3.82	$365.80
12"	175	$506.78	$3.82	$510.59

Volumetric Charges

Charge Type	Cost	Billable Units (Cu. Ft or lbs)	Rate/Unit
Conveyance Charge per 100 CF	$1,585,143	5,232,297	$0.30
Total Volumetric Rate per 100 Cu. Ft			$0.30

Treatment Facility User Rate Calculations (All Customers)

Fixed Charges (Annual)

Charge Type	Costs	Billable Units	Rate
Customer Charge	117,593	23,073	$5.10
Meter/Connection Charge	117,593	30,410	$3.87

Meter Size	Equiv Ratio	Meter/Connection Charge	Customer Charge	Total Fixed Charge
5/8"	1	$3.87	$5.10	$8.96
3/4"	1	$3.87	$5.10	$8.96
1"	2.5	$9.67	$5.10	$14.76
1 1/4"	3.75	$14.50	$5.10	$19.60
1 1/2"	5	$19.33	$5.10	$24.43
2"	8	$30.94	$5.10	$36.03
3"	15	$58.00	$5.10	$63.10
4"	25	$96.67	$5.10	$101.77
6"	50	$193.35	$5.10	$198.44
8"	80	$309.35	$5.10	$314.45
10"	125	$483.37	$5.10	$488.46
12"	175	$676.71	$5.10	$681.81

Volumetric Charges (All Customers)

Charge Type	Cost	Billable Units (Cu. Ft or lbs)	Rate/Unit
Flow Charge per 100 CF	$4,210,673	5,510,014	$0.76
BOD Charge per lb.	$2,340,933	5,009,956	$0.47
TSS Charge per lb.	$2,004,354	5,128,533	$0.39
P Charge per lb.	$1,014,718	138,355	$7.33
NH3-N Charge per lb.	$465,358	442,583	$1.05
BOD Charge per 100 CF			$0.73
TSS Charge per 100 CF			$0.61
P Charge per 100 CF			$0.46
NH3-N Charge per 100 CF			$0.16
Total Volumetric Rate per 100 Cu. Ft			$2.72

Wastehauler Charges	
Septic Charges	
Flow Charge per 100 Cu. Ft	$0.85
BOD Charge per 100 Cu. Ft	$28.76
TSS Charge per 100 Cu. Ft	$40.24
P Charge per 100 Cu Ft.	$14.40
NH3-N Charge per 100 Cu. Ft	$1.09
Total	$85.35
Holding Tank Charges	
Flow Charge per 100 Cu. Ft	$0.85
BOD Charge per 100 Cu. Ft	$1.60
TSS Charge per 100 Cu. Ft	$2.15
P Charge per 100 Cu Ft.	$0.96
NH3-N Charge per 100 Cu. Ft	$0.36
Total	$5.92
Porta Potty Waste Charges	
Flow Charge per 100 Cu. Ft	$0.85
BOD Charge per 100 Cu. Ft	$14.38
TSS Charge per 100 Cu. Ft	$24.14
P Charge per 100 Cu Ft.	$12.00
NH3-N Charge per 100 Cu. Ft	$0.72
Total	$52.11
Mixed Load Waste Charges	
Flow Charge per 100 Cu. Ft	$0.85
BOD Charge per 100 Cu. Ft	$2.88
TSS Charge per 100 Cu. Ft	$2.41
P Charge per 100 Cu Ft.	$2.16
NH3-N Charge per 100 Cu. Ft	$0.90
Total	$9.21

Rate Summary

	City (Inside)
Fixed charge per connection	$106.90
Rate per 100 Cu. Ft	$6.33
BOD rate per lb.	$0.512
TSS rate per lb.	$0.430
P rate per lb.	$7.696
NH3-N Charge per lb.	$1.160

Outside User Rate Calculations
Rate Summary

City of Oshkosh, WI

Monthly Charges - Sunset Sanitary District	
Volumetric Rate per 100 Cubic Feet	$2.72

Monthly Charges - Algoma Sanitary District	
Volumetric Rate per 100 Cubic Feet	$2.72

Monthly Charges - Blackwolf, Winnebago, Island View, Edgewood Sanitary Districts	
Volumetric Rate per 100 Cubic Feet	$3.03

Summary of Projected Revenues by Sanitary District

	Annual Revenue
Algoma SD	$694,439.34
Sunset SD	$14,410.24
Blackwolf SD	$189,263.22
Island View SD	$57,090.31
Edgewood Shangri-la SD	$8,599.42
Winnebago SD	$8,475.31
Totals	$972,277.85

December 10, 2024

SEWER USER RATE STUDY UPDATE:

City of Oshkosh, WI

Cost of Service Sewer Rate Update for a 2025 Test Year
(City Customers)

EHLERS
PUBLIC FINANCE ADVISORS

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BUILDING COMMUNITIES. IT'S WHAT WE DO.

2025 Sanitary Sewer User Rate Study
Supporting Worksheets



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EHLERS
PUBLIC FINANCE ADVISORS

Table 1
Comparison of Existing vs. Proposed Rates
City of Oshkosh, WI

	Current	2025 Proposed	$ Change	% Change
Domestic Sewerage Customers				
Monthly Fixed Charge				
5/8"	$12.15	$12.39	$0.24	1.97%
3/4"	$12.15	$12.39	$0.24	1.97%
1"	$19.59	$20.24	$0.65	3.31%
1 1/4"	$25.78	$26.78	$1.00	3.88%
1 1/2"	$31.97	$33.32	$1.35	4.23%
2"	$46.84	$49.02	$2.18	4.66%
3"	$81.53	$85.65	$4.12	5.06%
4"	$131.08	$137.99	$6.91	5.27%
6"	$254.97	$268.82	$13.85	5.43%
8"	$403.63	$425.81	$22.18	5.50%
10"	$626.63	$661.31	$34.68	5.53%
12"	$874.40	$922.97	$48.57	5.55%
Volumetric Charge per 100 CU. FT.	$6.62	$7.12	$0.50	7.58%
Monthly flat charge (Based Upon 4.34 CCF/Mo.)	$40.88	$43.33	$2.45	5.98%
Non Domestic Customers				
Monthly Facilities Charge				
Volumetric Rate				
High Strength Industrial				
Surcharge Rate BOD /lb	$0.771	$0.810	$0.04	5.05%
Surcharge Rate TSS /lb	$0.585	$0.710	$0.12	21.30%
Surcharge Rate Phosphorus /lb	$6.512	$7.932	$1.42	21.80%
Surcharge Rate NH3-N /lb	$1.697	$1.789	$0.09	5.47%
Hauled Waste Charges				
Septic Tank Rate per 1,000 gal	$99.50	$99.50	$0.00	0.00%
Holding Tank Rate per 1,000 gal	$7.27	$7.27	$0.00	0.00%
Porta Potty Waste Rate per 1,000 gal	$59.19	$59.19	$0.00	0.00%
Reading/Billing of "Credit" Meter for "Water Only" Usage	$1.67	$1.67	$0.00	0.00%
Annual Cost for Average Residential User	**$489.20**	**$519.56**	**$30.35**	**6.20%**
Monthly Increase			**$2.53**	

Table 2
Projected Test Year 2025 WWTF Flows and Loadings
City of Oshkosh, WI

	Flow (CCF)	BOD (Lbs)	TSS (Lbs)	P (Lbs)	NH3-N (Lbs)
Inside Customers					
Residential	902,000	1,406,741	1,406,741	56,270	140,674
Commercial	361,000	563,008	563,008	22,520	56,301
Multi-Family	217,000	338,429	338,429	13,537	33,843
Industrial	135,000	210,543	210,543	8,422	21,054
Municipal & Public	320,000	499,066	499,066	19,963	49,907
Subtotal Inside Customers	1,935,000	3,017,787	3,017,787	120,711	301,779
High Strength Industrial					
Amcor Health Packaging		1,058	54,404	-	-
Reworld Solutions (FNA Convanta)		34,142	818	-	-
Hydrite Chemical Co		-	-	-	1,802
JJ Keller		272	1,690	-	-
Kingsbury		-	-	-	-
Meritor Industrial Products		-	-	-	24
Oshkosh 333		-	39,353	2,947	2,855
Oshkosh 500 Waukau		840	182	25	164
Oshkosh 2737		7,033	5,874	166	1,798
Oshkosh Correctional Inst 1700		48,629	7,707	-	488
Oshkosh Correctional Inst 1730		30,423	5,655	-	239
Pepsi Cola		141,466	5,062	23	-
Winnebago Co. Landfill		-	-	-	7,268
Winnebago Co. Landfill II- Combined Cells		-	-	-	11,948
Subtotal High Strength Industrial Billable		263,863	120,745	3,161	26,587
Wastehaulers					
Septic Tank Waste	68	3,818	6,363	127	64
Porta Potty Waste	373	10,471	20,942	582	233
Mixed Loads	13,170	73,943	73,943	3,697	10,270
Holding Tank Waste	3,877	12,093	19,349	484	1,209
Subtotal Wastehaulers	17,488	100,325	120,597	4,890	11,775
Wastewater Treatment Facility					
Total Billable	1,952,488	3,381,975	3,259,129	128,763	340,141
Inflow/Infiltration (I/I)	2,177,512				
Total WWTF	4,130,000				
Total For Rate Calcs	**1,952,488**	**3,381,975**	**3,259,129**	**128,763**	**340,141**

Table 3
Projected Test Year 2025 Meter Counts
City of Oshkosh, WI

Total Meters						
Meter Size	Residential	Commerical	Multi-Family	Industrial	Municipal & Public	Total
5/8"	8,918	272	75	3	7	9,275
3/4"	11,255	933	67	17	47	12,319
1"	178	317	196	28	29	748
1 1/4"						
1 1/2"	1	101	145	19	28	294
2"		123	68	29	72	292
3"		36	2	11	40	89
4"		12	8	5	19	44
6"		4	3		3	10
8"					1	1
10"					1	1
12"						
	20,352	1,798	564	112	247	23,073

Equivalent Meters							
Meter Size	Equiv. Ratio	Residential	Commerical	Multi-Family	Industrial	Municipal & Public	Total
5/8"	1	8,918	272	75	3	7	9,275
3/4"	1	11,255	933	67	17	47	12,319
1"	2.5	445	793	490	70	73	1,870
1 1/4"	3.75	-	-	-	-	-	-
1 1/2"	5	5	505	725	95	140	1,470
2"	8	-	984	544	232	576	2,336
3"	15	-	540	30	165	600	1,335
4"	25	-	300	200	125	475	1,100
6"	50	-	200	150	-	150	500
8"	80	-	-	-	-	80	80
10"	125	-	-	-	-	125	125
12"	175	-	-	-	-	-	-
		20,623	4,527	2,281	707	2,273	30,410

Table 4
Historical Expenses and 2025 Adopted Budget for Sewer Utility
City of Oshkosh, WI

	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ESTIMATED	2025 BUDGET
SANITARY SEWER - 1920							
Labor	226,501	242,806	240,376	275,828	79,241	106,813	49,468
Retirement Benefits	13,832	15,274	33,741	38,401	11,253	11,444	7,082
Insurance Benefits	45,920	44,000	47,734	56,173	14,996	14,389	9,043
Contractual Services	84,890	66,906	158,173	138,385	144,136	117,000	168,000
Repairs to Motor Vehicles	11,452	23,033	0	0	0	0	0
Maint Mach/Equip/Bldg/Struct	15	992	0	0	0	0	0
Maintenance of Sanitary Sewers	0	0	0	0	0	0	0
Maint Mach/Equip/Bldg/Struct	0	0	0	0	0	0	0
Building Rent	550	550	550	550	600	600	1,000
Interfund Charge Backs	0	0	0	14,070	275,911	589,600	589,600
Chemicals	0	0	0	0	0	0	0
Miscellaneous	4,901	679	15,402	5,376	4,856	5,800	7,300
Legal Fees	51,722	79,074	70,219	77,575	82,169	0	0
Diesel Fuel	20,125	17,346	21,595	32,110	19,177	12,400	0
Supplies and Repair Parts	16,127	31,146	0	0	0	0	0
Sewer Maintenance Supplies	19,313	18,872	63,961	26,036	44,245	13,500	13,500
Safety Equipment	0	1,006	0	0	0	0	0
Stone/Gravel/Concrete/Asphalt	15,970	14,813	0	0	0	0	0
Depreciation	1,754,621	1,668,501	1,925,071	2,064,972	2,182,552	2,249,000	2,249,000
TOTAL SANITARY SEWER	**2,265,938**	**2,224,998**	**2,576,822**	**2,729,476**	**2,859,136**	**3,120,546**	**3,093,993**
PUMPING STATIONS - 1930							
Labor	107,916	102,407	106,124	89,089	70,617	22,427	1,827
Repair Parts	50,092	24,356	18,919	18,488	7,551	9,500	15,000
Gas & Oil	3,247	1,534	2,306	3,901	2,021	4,000	5,000
Heat	21,736	18,381	0	0	0	0	0
Equipment Rental	223	0	0	0	0	2,000	2,000
Postage	0	27	0	0	0	0	0
Professional Services	1,507	2,110	2,209	9,613	8,969	14,500	16,500
License & Permit	0	0	0	0	0	2,000	2,000
Office Supplies	410	100	81	81	81	100	100
Interfund Charge Backs	0	0	0	226	258	10,000	10,000
Telephone	2,302	3,190	2,899	2,569	2,752	3,500	4,000
Chemicals	41,127	46,378	66,916	77,426	74,214	20,000	90,000
Utility	40,487	44,185	146,885	154,286	134,018	175,000	192,500
Sewer	506	560	0	0	0	0	0
Storm Water	17,319	21,519	0	0	0	0	0
Supplies and Repair Parts	39,992	16,063	30,972	(44,709)	121,628	55,000	52,100
Power & Light	88,037	86,420	0	0	0	0	0
Insurance	4,921	4,681	5,337	5,579	4,248	8,900	9,500
Depreciation	358,068	399,897	446,396	475,322	477,207	494,000	494,000
TOTAL PUMPING STATIONS	**777,887**	**771,809**	**829,043**	**791,870**	**903,563**	**820,927**	**894,527**
DISPOSAL PLANT - 1940 - Liquid							
Labor	823,685	840,731	879,828	864,917	926,812	969,987	1,051,717
Retirement Benefits	114,444	118,680	124,144	119,146	130,279	139,896	148,668
Insurance Benefits	203,803	189,861	195,574	222,813	223,913	216,841	250,378
Repair Parts	290,019	180,495	107,908	87,668	128,027	140,000	150,000
Office Supplies	333	388	5,310	3,099	3,313	6,800	7,000
Gas & Oil	4,687	5,128	1,790	3,035	2,320	6,300	7,500
Heat	39,798	30,006	0	0	0	0	0
Chemicals	240,335	284,508	302,215	429,982	558,806	500,000	525,000
Cont Svcs/Eng & Consulting Fees	108,554	174,888	427,994	439,347	411,792	505,000	620,000
Tools	4,616	12,771	8,568	22,030	12,724	40,000	42,000
Other Supplies	16,775	18,636	18,137	63,441	27,654	45,000	50,000
Telephone	1,364	1,469	2,149	2,975	3,796	1,500	1,800
Utilities	12,558	1,560	578,726	646,502	707,139	675,000	710,000
Interfund Charge Backs	16,252	8,393	0	0	0	57,600	57,600
Power & Light	548,945	511,285	0	0	0	0	0
Car Allowance	0	108	234	417	500	1,000	1,000
Conference & Training	2,960	3,687	7,366	5,844	5,724	10,000	10,000
Insurance	35,628	40,407	61,217	74,287	85,418	101,000	103,600
Depreciation	1,010,606	1,018,495	1,053,645	1,092,107	1,095,936	1,134,000	1,134,000
Dues	2,875	2,250	2,600	2,600	2,513	2,600	3,000
Equipment Rental	5,877	2,048	20,898	10,555	4,694	7,500	7,500
Clothing	751	834	0	0	0	0	0
Miscellaneous	1,847	2,512	3,970	4,748	2,876	4,400	4,600
Fees & Permits	63,429	42,736	40,439	40,488	44,435	52,500	65,000
TOTAL DISPOSAL PLANT	**3,550,145**	**3,491,875**	**3,842,713**	**4,136,001**	**4,378,669**	**4,616,923**	**4,950,363**

	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ESTIMATED	2025 BUDGET
SOLID DISPOSAL - 1941							
Labor	186,949	193,954	201,431	209,003	219,875	230,247	236,445
Retirement Benefits	26,064	27,512	28,536	29,056	31,145	32,243	34,103
Insurance Benefits	39,656	35,964	39,800	47,354	53,806	56,538	60,209
Repair Parts	11,206	25,619	1,087	9,980	22,293	17,000	22,500
Gas & Oil	2,167	0	0	855	0	2,000	2,000
Chemicals	107,701	93,915	60,984	101,277	74,295	110,000	120,000
Insurance	11,871	12,307	14,206	17,848	20,266	21,600	21,600
Contractual Services	99,614	1,028	976	0	0	0	0
Depreciation	477,570	480,444	480,444	132,051	0	0	0
Maintenance	18,199	11,969	2,261	23,213	3,977	1,200	10,200
Equipment Rental	47	0	954	0	0	0	0
Miscellaneous	251	443	4,160	75	440	400	500
Special Services	175,781	131,365	148,602	140,042	166,212	170,100	190,100
Uniforms	0	68	252	1,069	1,078	2,100	3,100
Landfill Fees	0	0	0	0	0	0	0
Supplies/Utilities	67,751	39,753	84,463	94,266	91,628	105,000	117,000
TOTAL SOLID DISPOSAL	**1,224,828**	**1,054,341**	**1,068,156**	**806,089**	**685,014**	**748,428**	**817,757**
LABORATORY - 1945							
Labor	70,479	73,428	76,331	78,812	82,808	87,620	91,454
Retirement Benefits	9,746	10,325	10,714	10,852	11,628	12,429	13,194
Insurance Benefits	19,909	18,046	19,896	23,589	26,795	27,557	26,214
Repairs	665	786	795	365	2,038	3,300	4,600
Chemicals	6,436	8,401	8,806	6,416	4,658	13,000	14,000
Other Supplies	338	343	6	28	44	100	100
Insurance	4,484	4,654	5,261	6,729	7,629	7,600	7,600
Depreciation	2,190	2,190	1,998	1,806	1,806	2,000	2,000
Conference & Training	0	0	0	0	0	100	100
Office Supplies	0	0	0	163	83	100	200
Conference & Prof Training	0	0	0	0	0	0	0
Tools & Shop Supplies	3,542	3,491	7,784	13,806	16,850	9,000	17,500
Professional Services	197	197	205	270	332	400	400
TOTAL LABORATORY	**117,985**	**121,861**	**131,796**	**142,837**	**154,671**	**163,206**	**177,362**
MAINTENANCE - 1946							
Labor	504,513	550,147	565,705	599,564	544,887	649,906	734,013
Retirement Benefits	70,144	77,433	79,535	82,610	76,933	92,326	105,937
Insurance Benefits	109,002	109,810	122,309	140,505	125,733	168,942	205,136
Motor Vehicle Expense	1,727	5,819	0	0	0	0	0
Contractual Services	3,983	3,795	7,795	5,866	8,892	12,500	13,000
Gas & Oil	15,571	10,337	12,927	18,325	11,141	15,700	16,400
Minor Equipment	0	0	0	2,755	2,392	2,000	3,000
Office Supplies	592	0	383	951	641	700	700
Other Supplies	15,064	11,615	27,549	43,215	33,802	30,800	32,000
Repairs/Maint	17,954	28,067	10,664	9,492	15,356	14,000	15,000
Insurance	32,054	34,899	39,235	51,263	51,099	58,400	58,400
Depreciation	272,156	301,219	189,940	146,971	116,752	121,000	121,000
Clothing	384	684	0	0	0	0	0
Miscellaneous	0	0	1,643	1,796	2,042	13,500	13,900
Equipment Rental	185	233	0	0	0	0	0
Landfill Fees	0	0	0	0	0	0	0
Interfund Charge Backs	0	0	0	3,502	2,447	20,000	20,000
TOTAL MAINTENANCE	**1,043,328**	**1,134,057**	**1,057,685**	**1,106,814**	**992,116**	**1,199,774**	**1,338,486**

	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 ESTIMATED	2025 BUDGET
GENERAL & ADMINISTRATIVE - 1950							
Labor	442,261	429,523	385,262	431,479	502,311	499,478	514,281
Retirement Benefits	81,679	89,342	26,897	27,812	31,439	30,546	30,926
Insurance Benefits	87,653	89,323	119,695	133,635	144,089	145,801	140,768
Acounting Loss/Debt Refinancing	0	0	0	0	0	0	0
Software Supplies	0	0	0	0	0	0	0
Minor Equipment	10,712	2,936	358	2,329	2,685	7,000	7,500
Office Supplies/Equipment	8,785	1,884	213	5,312	2,182	6,800	7,000
Postage	49,262	55,567	0	0	0	0	0
Computer Charges	34,674	34,724	23,016	28,539	28,772	40,000	41,000
Telephone	894	930	35,458	35,680	35,668	35,500	38,000
Misc Fixed Charges	0	0	0	0	0	0	0
Contractual Services	5,067	9,845	1,625	12,424	6,250	0	0
Car Allowance	262	222	0	0	0	0	0
Maintenance Office Equipment	12,044	17,264	2,045	1,752	561	600	800
Professional Services	0	0	43,169	67,323	98,521	161,500	192,000
Advertising/Marketing	0	0	0	0	0	0	0
Other Supplies	2,046	(25)	2,037	20	2,123	200	2,500
Audit	5,284	7,920	6,621	9,134	8,100	9,500	10,000
Insurance	22,817	25,808	28,224	36,463	42,667	29,200	32,000
Uncollectable Accounts	6,313	309	1,896	3,698	917	300	500
Depreciation	2,143	14,065	0	45,856	376	0	0
Bond Issue Expense	2,077,782	1,876,221	2,497,008	2,376,741	3,002,784	2,689,000	2,640,000
Bond Service Fees	1,450	950	1,450	2,000	1,500	2,500	3,000
Bank Fees	0	0	0	0	0	0	0
GASB 68 Pension Exp	0	0	0	0	0	0	0
Conference & Training	150	0	246	1,790	2,934	800	3,500
Dues	430	460	340	0	60	100	200
TOTAL GENERAL & ADMINISTRATIVE	**2,851,707**	**2,657,270**	**3,175,561**	**3,221,985**	**3,913,940**	**3,658,825**	**3,663,975**
METER READING - 1951							
Labor	0	0	0	0	0	0	0
Retirement Benefits	0	0	0	0	0	0	0
Insurance Benefits	0	0	0	0	0	0	0
Meter Repairs	366,520	369,796	428,300	363,264	462,955	513,700	515,000
GASB 68 Pension Exp	232,883	14,458	165,681	(162,671)	186,962	150,000	200,000
Office Supplies	22,944	58,039	73,815	36,866	26,223	40,000	50,000
Car Allowance	0	0	0	0	0	0	0
Insurance	0	0	0	0	0	0	0
TOTAL METER READING	**622,346**	**442,292**	**667,796**	**237,459**	**676,141**	**703,700**	**765,000**
PRETREATMENT PROGRAM - 1955							
Professional Services	32,577	34,562	40,306	48,224	63,366	67,000	25,000
Licenses & Permits	0	0	0	0	0	0	0
Maint Computer	0	2,720	1,450	1,523	1,706	2,100	2,200
Conference/Training	209	0	0	0	246	500	500
Safety Equipment	0	0	0	0	0	500	0
Office Supplies	46	0	0	0	52	700	950
TOTAL PRETREATMENT PROGRAM	**32,832**	**37,282**	**41,756**	**49,747**	**65,370**	**70,800**	**28,650**

Table 5
Allocation of Costs to Function
City of Oshkosh, WI

	Allocation Percentages									WWTF					Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2025 Budget	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Operating & Maintenance																	
Sanitary Sewer																	
Labor	80%						10%	10%	$49,468	$39,574	$0	$0	$0	$0	$0	$4,947	$4,947
Retirement Benefits	80%						10%	10%	$7,082	$5,666	$0	$0	$0	$0	$0	$708	$708
Insurance Benefits	80%						10%	10%	$9,043	$7,234	$0	$0	$0	$0	$0	$904	$904
Contractual Services	80%						10%	10%	$168,000	$134,400	$0	$0	$0	$0	$0	$16,800	$16,800
Repairs to Motor Vehicles	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Maintenance of Sanitary Sewers	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Maint Mach/Equip/Bldg/Struct	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Building Rent	80%						10%	10%	$1,000	$800	$0	$0	$0	$0	$0	$100	$100
Interfund Charge Backs	80%						10%	10%	$589,600	$471,680	$0	$0	$0	$0	$0	$58,960	$58,960
Chemicals	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous	80%						10%	10%	$7,300	$5,840	$0	$0	$0	$0	$0	$730	$730
Legal Fees	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Diesel Fuel	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Supplies and Repair Parts	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Maintenance Supplies	80%						10%	10%	$13,500	$10,800	$0	$0	$0	$0	$0	$1,350	$1,350
Safety Equipment	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Stone/Gravel/Concrete/Asphalt	80%						10%	10%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal Sanitary Sewer									$844,993	$675,994	$0	$0	$0	$0	$0	$84,499	$84,499
Pumping Stations																	
Labor	80%						10%	10%	$1,827	$1,462	$0	$0	$0	$0	$0	$183	$183
Repair Parts	80%						10%	10%	$15,000	$12,000	$0	$0	$0	$0	$0	$1,500	$1,500
Gas & oil		43%	25%	22%	5%	5%		0%	$5,000	$0	$2,150	$1,250	$1,100	$250	$250	$0	$0
Gas & oil		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Heat		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Equipment Rental		32%	30%	26%	7%	5%		0%	$2,000	$0	$640	$600	$520	$140	$100	$0	$0
Postage		32%	30%	26%	7%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Professional Services	80%						10%	10%	$16,500	$13,200	$0	$0	$0	$0	$0	$1,650	$1,650
License & Permit	80%						10%	10%	$2,000	$1,600	$0	$0	$0	$0	$0	$200	$200
Office Supplies	80%						10%	10%	$100	$80	$0	$0	$0	$0	$0	$10	$10
Interfund Charge Backs	80%						10%	10%	$10,000	$8,000	$0	$0	$0	$0	$0	$1,000	$1,000
Telephone	80%						10%	10%	$4,000	$3,200	$0	$0	$0	$0	$0	$400	$400
Chemicals		57%			43%			0%	$90,000	$0	$51,300	$0	$0	$38,700	$0	$0	$0
Utilities		32%	30%	26%	7%	5%		0%	$192,500	$0	$61,600	$57,750	$50,050	$13,475	$9,625	$0	$0
Sewer		32%	30%	26%	7%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Storm Water		32%	30%	26%	7%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Supplies and Repair Parts	80%						10%	10%	$52,100	$41,680	$0	$0	$0	$0	$0	$5,210	$5,210
Power & Light		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Insurance	80%						10%	10%	$9,500	$7,600	$0	$0	$0	$0	$0	$950	$950
Subtotal Pumping Stations									$400,527	$88,822	$115,690	$59,600	$51,670	$52,565	$9,975	$11,103	$11,103
Disposal Plant																	
Labor		33%	25%	22%	5%	5%	5%	5%	$1,051,717	$0	$347,066	$262,929	$231,378	$52,586	$52,586	$52,586	$52,586
Retirement Benefits		33%	25%	22%	5%	5%	5%	5%	$148,668	$0	$49,060	$37,167	$32,707	$7,433	$7,433	$7,433	$7,433
Insurance Benefits		33%	25%	22%	5%	5%	5%	5%	$250,378	$0	$82,625	$62,595	$55,083	$12,519	$12,519	$12,519	$12,519
Repair Parts		33%	25%	22%	5%	5%	5%	5%	$150,000	$0	$49,500	$37,500	$33,000	$7,500	$7,500	$7,500	$7,500
Office Supplies		33%	25%	22%	5%	5%	5%	5%	$7,000	$0	$2,310	$1,750	$1,540	$350	$350	$350	$350
Gas & Oil		33%	25%	22%	5%	5%	5%	5%	$7,500	$0	$2,475	$1,875	$1,650	$375	$375	$375	$375
Heat		33%	25%	22%	5%	5%	5%	5%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Chemicals		57%			43%			0%	$525,000	$0	$299,250	$0	$0	$225,750	$0	$0	$0
Cont Svcs/Eng & Consult Fees		33%	25%	22%	5%	5%	5%	5%	$620,000	$0	$204,600	$155,000	$136,400	$31,000	$31,000	$31,000	$31,000
Tools		32%	30%	26%	7%	5%		0%	$42,000	$0	$13,440	$12,600	$10,920	$2,940	$2,100	$0	$0
Other Supplies		32%	30%	26%	7%	5%		0%	$50,000	$0	$16,000	$15,000	$13,000	$3,500	$2,500	$0	$0
Telephone		32%	30%	26%	7%	5%		0%	$1,800	$0	$576	$540	$468	$126	$90	$0	$0
Utilities		32%	30%	26%	7%	5%		0%	$710,000	$0	$227,200	$213,000	$184,600	$49,700	$35,500	$0	$0
Interfund Charge Backs		32%	30%	26%	7%	5%		0%	$57,600	$0	$18,432	$17,280	$14,976	$4,032	$2,880	$0	$0

	Allocation Percentages										WWTF					Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2025 Budget	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Power & Light		33%	34%	21%	5%	7%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Car Allowance		33%	34%	21%	5%	7%		0%	$1,000	$0	$330	$340	$210	$50	$70	$0	$0
Conference & Training		33%	25%	22%	5%	5%	5%	5%	$10,000	$0	$3,300	$2,500	$2,200	$500	$500	$500	$500
Insurance		33%	25%	22%	5%	5%	5%	5%	$103,600	$0	$34,188	$25,900	$22,792	$5,180	$5,180	$5,180	$5,180
Dues		33%	25%	22%	5%	5%	5%	5%	$3,000	$0	$990	$750	$660	$150	$150	$150	$150
Equipment Rental		32%	30%	26%	7%	5%		0%	$7,500	$0	$2,400	$2,250	$1,950	$525	$375	$0	$0
Clothing		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscelleneous		33%	34%	21%	5%	7%		0%	$4,600	$0	$1,518	$1,564	$966	$230	$322	$0	$0
Fees & Permits		33%	34%	21%	5%	7%		0%	$65,000	$0	$21,450	$22,100	$13,650	$3,250	$4,550	$0	$0
Subtotal Disposal Plant									$3,816,363	$0	$1,376,711	$872,640	$758,150	$407,696	$165,980	$117,593	$117,593
Solid Disposal																	
Labor		43%	25%	22%	5%	5%		0%	$236,445	$0	$101,671	$59,111	$52,018	$11,822	$11,822	$0	$0
Retirement Benefits		43%	25%	22%	5%	5%		0%	$34,103	$0	$14,664	$8,526	$7,503	$1,705	$1,705	$0	$0
Insurance Benefits		43%	25%	22%	5%	5%		0%	$60,209	$0	$25,890	$15,052	$13,246	$3,010	$3,010	$0	$0
Repair Parts		33%	34%	21%	5%	7%		0%	$22,500	$0	$7,425	$7,650	$4,725	$1,125	$1,575	$0	$0
Gas & Oil		43%	25%	22%	5%	5%		0%	$2,000	$0	$860	$500	$440	$100	$100	$0	$0
Chemicals		57%			43%			0%	$120,000	$0	$68,400	$0	$0	$51,600	$0	$0	$0
Insurance		43%	25%	22%	5%	5%		0%	$21,600	$0	$9,288	$5,400	$4,752	$1,080	$1,080	$0	$0
Contractual Services		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Maintenance		33%	34%	21%	5%	7%		0%	$10,200	$0	$3,366	$3,468	$2,142	$510	$714	$0	$0
Equipment Rental		33%	34%	21%	5%	7%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous		33%	34%	21%	5%	7%		0%	$500	$0	$165	$170	$105	$25	$35	$0	$0
Special Services		43%	25%	22%	5%	5%		0%	$190,100	$0	$81,743	$47,525	$41,822	$9,505	$9,505	$0	$0
Uniforms		43%	25%	22%	5%	5%		0%	$3,100	$0	$1,333	$775	$682	$155	$155	$0	$0
Landfill Fees		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Supplies/Utilities		43%	25%	22%	5%	5%		0%	$117,000	$0	$50,310	$29,250	$25,740	$5,850	$5,850	$0	$0
Subtotal Solid Disposal									$817,757	$0	$365,116	$177,427	$153,175	$86,488	$35,552	$0	$0
Laboratory																	
Labor		30%	35%	15%	10%	10%		0%	$91,454	$0	$27,436	$32,009	$13,718	$9,145	$9,145	$0	$0
Retirement Benfits		30%	35%	15%	10%	10%		0%	$13,194	$0	$3,958	$4,618	$1,979	$1,319	$1,319	$0	$0
Insurance Benefits		30%	35%	15%	10%	10%		0%	$26,214	$0	$7,864	$9,175	$3,932	$2,621	$2,621	$0	$0
Repairs		30%	35%	15%	10%	10%		0%	$4,600	$0	$1,380	$1,610	$690	$460	$460	$0	$0
Chemicals		30%	35%	15%	10%	10%		0%	$14,000	$0	$4,200	$4,900	$2,100	$1,400	$1,400	$0	$0
Other Supplies		30%	35%	15%	10%	10%		0%	$100	$0	$30	$35	$15	$10	$10	$0	$0
Insurance		30%	35%	15%	10%	10%		0%	$7,600	$0	$2,280	$2,660	$1,140	$760	$760	$0	$0
Office Supplies		30%	35%	15%	10%	10%		0%	$200	$0	$60	$70	$30	$20	$20	$0	$0
Conference & Training		30%	35%	15%	10%	10%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Tools & Shop Supplies		30%	35%	15%	10%	10%		0%	$17,500	$0	$5,250	$6,125	$2,625	$1,750	$1,750	$0	$0
Professional Services		30%	35%	15%	10%	10%		0%	$400	$0	$120	$140	$60	$40	$40	$0	$0
Subtotal Laboratory									$175,262	$0	$52,579	$61,342	$26,289	$17,526	$17,526	$0	$0
Maintenance																	
Labor		43%	25%	22%	5%	5%		0%	$734,013	$0	$315,626	$183,503	$161,483	$36,701	$36,701	$0	$0
Retirement Benefits		43%	25%	22%	5%	5%		0%	$105,937	$0	$45,553	$26,484	$23,306	$5,297	$5,297	$0	$0
Insurance Benefits		43%	25%	22%	5%	5%		0%	$205,136	$0	$88,208	$51,284	$45,130	$10,257	$10,257	$0	$0
Motor Vehicle Expense		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Contractual Services		43%	25%	22%	5%	5%		0%	$13,000	$0	$5,590	$3,250	$2,860	$650	$650	$0	$0
Gas & Oil		43%	25%	22%	5%	5%		0%	$16,400	$0	$7,052	$4,100	$3,608	$820	$820	$0	$0
Minor Equipment		43%	25%	22%	5%	5%		0%	$3,000	$0	$1,290	$750	$660	$150	$150	$0	$0
Office Supplies		43%	25%	22%	5%	5%		0%	$700	$0	$301	$175	$154	$35	$35	$0	$0
Other Supplies		43%	25%	22%	5%	5%		0%	$32,000	$0	$13,760	$8,000	$7,040	$1,600	$1,600	$0	$0
Repairs/Maintenance		43%	25%	22%	5%	5%		0%	$15,000	$0	$6,450	$3,750	$3,300	$750	$750	$0	$0
Insurance		43%	25%	22%	5%	5%		0%	$58,400	$0	$25,112	$14,600	$12,848	$2,920	$2,920	$0	$0
Clothing		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Miscellaneous		43%	25%	22%	5%	5%		0%	$13,900	$0	$5,977	$3,475	$3,058	$695	$695	$0	$0
Equipment Rental		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Interfund Charge Backs		43%	25%	22%	5%	5%		0%	$20,000	$0	$8,600	$5,000	$4,400	$1,000	$1,000	$0	$0
Subtotal Maintenance									$1,217,486	$0	$523,519	$304,372	$267,847	$60,874	$60,874	$0	$0
General & Administrative																	
Labor	16%	16%	19%	17%	4%	4%	10%	14%	$514,281	$82,285	$82,285	$97,713	$87,428	$20,571	$20,571	$51,428	$71,999
Retirement Benefits	16%	16%	19%	17%	4%	4%	10%	14%	$30,926	$4,948	$4,948	$5,876	$5,257	$1,237	$1,237	$3,093	$4,330
Insurance Benefits	16%	16%	19%	17%	4%	4%	10%	14%	$140,768	$22,523	$22,523	$26,746	$23,931	$5,631	$5,631	$14,077	$19,708

	Allocation Percentages										WWTF					Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2025 Budget	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Software Supplies	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Minor Equipment	16%	16%	19%	17%	4%	4%	10%	14%	$7,500	$1,200	$1,200	$1,425	$1,275	$300	$300	$750	$1,050
Office Supplies/Equipment	16%	16%	19%	17%	4%	4%	10%	14%	$7,000	$1,120	$1,120	$1,330	$1,190	$280	$280	$700	$980
Postage	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Computer Charges	16%	16%	19%	17%	4%	4%	10%	14%	$41,000	$6,560	$6,560	$7,790	$6,970	$1,640	$1,640	$4,100	$5,740
Telephone	16%	16%	19%	17%	4%	4%	10%	14%	$38,000	$6,080	$6,080	$7,220	$6,460	$1,520	$1,520	$3,800	$5,320
Misc Fixed Charges	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Contractual Services	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Car Allowance	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Maintenance Office Equipment	16%	16%	19%	17%	4%	4%	10%	14%	$800	$128	$128	$152	$136	$32	$32	$80	$112
Professional Services	16%	16%	19%	17%	4%	4%	10%	14%	$192,000	$30,720	$30,720	$36,480	$32,640	$7,680	$7,680	$19,200	$26,880
Advertising/Marketing	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Supplies	16%	16%	19%	17%	4%	4%	10%	14%	$2,500	$400	$400	$475	$425	$100	$100	$250	$350
Audit	16%	16%	19%	17%	4%	4%	10%	14%	$10,000	$1,600	$1,600	$1,900	$1,700	$400	$400	$1,000	$1,400
Insurance	16%	16%	19%	17%	4%	4%	10%	14%	$32,000	$5,120	$5,120	$6,080	$5,440	$1,280	$1,280	$3,200	$4,480
Uncollectable Accounts	16%	16%	19%	17%	4%	4%	10%	14%	$500	$80	$80	$95	$85	$20	$20	$50	$70
Bank Fees	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
GASB 68 Pension Exp	16%	16%	19%	17%	4%	4%	10%	14%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Conference & Training	16%	16%	19%	17%	4%	4%	10%	14%	$3,500	$560	$560	$665	$595	$140	$140	$350	$490
Dues	16%	16%	19%	17%	4%	4%	10%	14%	$200	$32	$32	$38	$34	$8	$8	$20	$28
Subtotal General & Administrative									$1,020,975	$163,356	$163,356	$193,985	$173,566	$40,839	$40,839	$102,098	$142,937
Meter Reading																	
Labor							100%	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Retirement Benefits							100%	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Insurance Benefits							100%	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Meter Repairs								100%	$515,000	$0	$0	$0	$0	$0	$0	$0	$515,000
GASB 68 Pension Exp							100%	0%	$200,000	$0	$0	$0	$0	$0	$0	$200,000	$0
Office Supplies							50%	50%	$50,000	$0	$0	$0	$0	$0	$0	$25,000	$25,000
Car Allowance								100%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal Meter Reading									$765,000	$0	$0	$0	$0	$0	$0	$225,000	$540,000
Pretreatment Program																	
Professional Services		43%	25%	22%	5%	5%		0%	$25,000	$0	$10,750	$6,250	$5,500	$1,250	$1,250	$0	$0
Licenses & Permits		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Books & Periodicals		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Maint Computer		43%	25%	22%	5%	5%		0%	$2,200	$0	$946	$550	$484	$110	$110	$0	$0
Conference/Training		43%	25%	22%	5%	5%		0%	$500	$0	$215	$125	$110	$25	$25	$0	$0
Safety Equipment		43%	25%	22%	5%	5%		0%	$0	$0	$0	$0	$0	$0	$0	$0	$0
Office Supplies		43%	25%	22%	5%	5%		0%	$950	$0	$409	$238	$209	$48	$48	$0	$0
Subtotal Pretreatment Program									$28,650	$0	$12,320	$7,163	$6,303	$1,433	$1,433	$0	$0
Total O & M	10%	29%	18%	16%	7%	4%	6%	10%	$9,087,013	$928,172	$2,609,289	$1,676,528	$1,436,999	$667,421	$332,179	$540,293	$896,132
Capital Costs																	
Principal and Interest Payments	34%	11%	12%	10%	4%	3%	15%	11%	$8,218,648	$2,794,340	$904,051	$986,238	$821,865	$328,746	$246,559	$1,232,797	$904,051
Capital Reserve	34%	11%	12%	10%	4%	3%	15%	11%	$2,465,594	$838,302	$271,215	$295,871	$246,559	$98,624	$73,968	$369,839	$271,215
Total Capital Costs									$10,684,242	$3,632,642	$1,175,267	$1,282,109	$1,068,424	$427,370	$320,527	$1,602,636	$1,175,267
Subtotal Revenue Requirements									$19,771,256	$4,560,815	$3,784,556	$2,958,637	$2,505,424	$1,094,791	$652,706	$2,142,929	$2,071,398
Other Income																	
Misc Service & Late Charges	23%	19%	15%	13%	5%	3%	11%	11%	($105,000)	($24,150)	($19,950)	($15,750)	($13,650)	($5,250)	($3,150)	($11,550)	($11,550)
Other Sewer Service Charges	23%	19%	15%	13%	5%	3%	11%	11%	($750,000)	($172,500)	($142,500)	($112,500)	($97,500)	($37,500)	($22,500)	($82,500)	($82,500)
Pre-Treatment Program	23%	19%	15%	13%	5%	3%	11%	11%	($115,000)	($26,450)	($21,850)	($17,250)	($14,950)	($5,750)	($3,450)	($12,650)	($12,650)
Investment Income	23%	19%	15%	13%	5%	3%	11%	11%	($500,000)	($115,000)	($95,000)	($75,000)	($65,000)	($25,000)	($15,000)	($55,000)	($55,000)
Total Other Income									($1,470,000)	($338,100)	($279,300)	($220,500)	($191,100)	($73,500)	($44,100)	($161,700)	($161,700)
Total Net Revenue Requirements									**$18,301,256**	**$4,222,715**	**$3,505,256**	**$2,738,137**	**$2,314,324**	**$1,021,291**	**$608,606**	**$1,981,229**	**$1,909,698**

Summary

Allocation of Costs to Function and Classification for City Rates

	Allocation Percentages										WWTF					Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2025 Budget	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
									2025 Budget	Conveyance System	Flow	BOD	TSS	P	TKN	Billing	Meter/Conn
O&M and Replacement	10%	29%	18%	16%	7%	4%	6%	10%	$9,087,013	$928,172	$2,609,289	$1,676,528	$1,436,999	$667,421	$332,179	$540,293	$896,132
Capital	34%	11%	12%	10%	4%	3%	15%	11%	$10,684,242	$3,632,642	$1,175,267	$1,282,109	$1,068,424	$427,370	$320,527	$1,602,636	$1,175,267
Other Revenues									($1,470,000)	($338,100)	($279,300)	($220,500)	($191,100)	($73,500)	($44,100)	($161,700)	($161,700)
Total	23%	19%	15%	13%	6%	3%	11%	10%	**18,301,256**	**4,222,715**	**3,505,256**	**2,738,137**	**2,314,324**	**1,021,291**	**608,606**	**1,981,229**	**1,909,698**

Legend
BOD = Biochemical Oxygen Demand
TSS = Total Suspended Solids
P = Phosphorus
NH3-N = Amonia Nitrogen

Table 6
Rate Computation Worksheet

City of Oshkosh, WI

City (Inside) Rates

Fixed Charges (Annual)

Charge Type	Costs	Billable Units	City Rate
Customer Charge	1,981,229	23,073	$85.87
Meter/Connection Charge	1,909,698	30,410	$62.80

Meter Size	Equiv Ratio	Meter/Connection Charge	Customer Charge	Total Fixed Charge
5/8"	1	$62.80	$85.87	$148.67
3/4"	1	$62.80	$85.87	$148.67
1"	2.5	$157.00	$85.87	$242.86
1 1/4"	3.75	$235.49	$85.87	$321.36
1 1/2"	5	$313.99	$85.87	$399.86
2"	8	$502.39	$85.87	$588.25
3"	15	$941.98	$85.87	$1,027.84
4"	25	$1,569.96	$85.87	$1,655.83
6"	50	$3,139.92	$85.87	$3,225.79
8"	80	$5,023.87	$85.87	$5,109.74
10"	125	$7,849.80	$85.87	$7,935.66
12"	175	$10,989.71	$85.87	$11,075.58

Volumetric Charges

Charge Type	Cost	Billable Units (Cu. Ft or lbs)	Rate/Unit
Flow Charge per 100 CF	$3,505,256	1,952,488	$1.80
Conveyance Charge per 100 CF	$4,222,715	1,935,000	$2.18
BOD Charge per lb.	$2,738,137	3,381,975	$0.81
TSS Charge per lb.	$2,314,324	3,259,129	$0.71
P Charge per lb.	$1,021,291	128,763	$7.93
NH3-N Charge per lb.	$608,606	340,141	$1.79
BOD Charge per 100 CF			$1.26
TSS Charge per 100 CF			$1.11
P Charge per 100 CF			$0.49
NH3-N Charge per 100 CF			$0.28
Total Volumetric Rate per 100 Cu. Ft			$7.12

Wastehauler Charges	
Septic Charges	
Flow Charge per 100 Cu. Ft	$1.80
BOD Charge per 100 Cu. Ft	$45.46
TSS Charge per 100 Cu. Ft	$66.45
P Charge per 100 Cu Ft.	$14.84
NH3-N Charge per 100 Cu. Ft	$1.67
Total	$130.22
Holding Tank Charges	
Flow Charge per 100 Cu. Ft	$1.80
BOD Charge per 100 Cu. Ft	$2.53
TSS Charge per 100 Cu. Ft	$3.54
P Charge per 100 Cu Ft.	$0.99
NH3-N Charge per 100 Cu. Ft	$0.56
Total	$9.41
Porta Potty Waste Charges	
Flow Charge per 100 Cu. Ft	$1.80
BOD Charge per 100 Cu. Ft	$22.73
TSS Charge per 100 Cu. Ft	$39.87
P Charge per 100 Cu Ft.	$12.37
NH3-N Charge per 100 Cu. Ft	$1.12
Total	$77.88
Mixed Load Waste Charges	
Flow Charge per 100 Cu. Ft	$1.80
BOD Charge per 100 Cu. Ft	$4.55
TSS Charge per 100 Cu. Ft	$3.99
P Charge per 100 Cu Ft.	$2.23
NH3-N Charge per 100 Cu. Ft	$1.40
Total	$13.95

Rate Summary

	City (Inside)
Fixed charge per connection	$148.67
Rate per 100 Cu. Ft	$7.12
BOD rate per lb.	$0.810
TSS rate per lb.	$0.710
P rate per lb.	$7.932
NH3-N Charge per lb.	$1.789

Table 7
Rate Summary
City of Oshkosh, WI

Monthly Charges		Current	COS	2024 Proposed
City (Inside)				
	Meter Size			
	5/8"	$12.15	$12.39	$12.39
	3/4"	$12.15	$12.39	$12.39
	1"	$19.59	$20.24	$20.24
	1 1/4"	$25.78	$26.78	$26.78
	1 1/2"	$31.97	$33.32	$33.32
	2"	$46.84	$49.02	$49.02
	3"	$81.53	$85.65	$85.65
	4"	$131.08	$137.99	$137.99
	6"	$254.97	$268.82	$268.82
	8"	$403.63	$425.81	$425.81
	10"	$626.63	$661.31	$661.31
	12"	$874.40	$922.97	$922.97
	Volumetric Rate per 100 Cu. Ft	$6.62	$7.12	$7.12
	BOD rate per lb.	$0.771	$0.810	$0.810
	TSS rate per lb.	$0.585	$0.710	$0.710
	P rate per lb.	$6.512	$7.932	$7.932
	NH3-N rate per lb.	$1.697	$1.789	$1.789
	Unmetered quarterly flat charge	$40.88	$43.33	$43.33
Wastehauler				
	Septic Rate per 100 Cu. Ft	$133.03	$130.22	$133.03
	Chemical Toilet Rate per 100 Cu. Ft	$79.14	$77.88	$79.14
	Mixed Load Rate per 100 Cu. Ft	$8.90	$13.95	$13.95
	Holding Tank Rate per 100 Cu. Ft	$9.72	$9.41	$9.72

Table 8
Revenue Check (Based on COS)
City of Oshkosh, WI

		Units	Rate		Annual Total
Fixed Charge					
	Meter Size				
	5/8"	9,275	$12.39	$	1,378,879.18
	3/4"	12,319	$12.39	$	1,831,419.16
	1"	748	$20.24	$	181,662.10
	1 1/4"	0	$26.78	$	-
	1 1/2"	294	$33.32	$	117,558.75
	2"	292	$49.02	$	171,770.40
	3"	89	$85.65	$	91,478.06
	4"	44	$137.99	$	72,856.39
	6"	10	$268.82	$	32,257.86
	8"	1	$425.81	$	5,109.74
	10"	1	$661.31	$	7,935.66
	12"	0	$922.97	$	-
Subtotal		23,073		$	3,890,927.29
Volumetric Charges-Inside Customers					
Residential	Flow (CCF)	902,000	$7.12		$6,423,638
Commercial	Flow (CCF)	361,000	$7.12		$2,570,879
Industrial	Flow (CCF)	135,000	$7.12		$961,409
Multi-Family	Flow (CCF)	217,000	$7.12		$1,545,376
Public	Flow (CCF)	320,000	$7.12		$2,278,896
Septic Waste Haulers	Flow (CCF)	68	$130.22		$8,855
Chemical Toilet Waste Haulers	Flow (CCF)	373	$77.88		$29,049
Mixed Load	Flow (CCF)	13,170	$13.95		$183,717
Holding Tank Waste Haulers	Flow (CCF)	3,877	$9.41		$36,491
Subtotal		1,952,488			$14,038,310
High Strength Industial					
Industrial Excess BOD	Lbs	263,863	$0.810		$213,631
Industrial Excess TSS	Lbs	120,745	$0.710		$85,742
Industrial Excess P	Lbs	3,161	$7.932		$25,074
Industrial Excess NH3-N	Lbs	26,587	$1.789		$47,571
Subtotal		414,357			$372,018
Unmetered Customers					
	customers	0	$43.33		$0
Volumetric Charges-Outside Customers					
Residential	Flow (000 gal)	0	$7.12		$0
Commercial & Multiple	Flow (000 gal)	0	$7.12		$0
Industrial	Flow (000 gal)	0	$7.12		$0
Subtotal					$0
Total Revenues					**$18,301,256**
Revenue Requirements					**$18,301,256**
Difference					**$0**

Table 9
Revenue Summary (Proposed Rates)
City of Oshkosh, WI

		Units	Rate	Annual Total
Fixed Charge				
	Meter Size			
	5/8"	9,275	$12.39	$ 1,378,879.18
	3/4"	12,319	$12.39	$ 1,831,419.16
	1"	748	$20.24	$ 181,662.10
	1 1/4"	0	$26.78	$ -
	1 1/2"	294	$33.32	$ 117,558.75
	2"	292	$49.02	$ 171,770.40
	3"	89	$85.65	$ 91,478.06
	4"	44	$137.99	$ 72,856.39
	6"	10	$268.82	$ 32,257.86
	8"	1	$425.81	$ 5,109.74
	10"	1	$661.31	$ 7,935.66
	12"	0	$922.97	$ -
Subtotal		23,073		$ 3,890,927.29
Volumetric Charges-Inside Customers				
Residential	Flow (CCF)	902,000	$7.12	$6,423,638
Commercial	Flow (CCF)	361,000	$7.12	$2,570,879
Industrial	Flow (CCF)	135,000	$7.12	$961,409
Multi-Family	Flow (CCF)	217,000	$7.12	$1,545,376
Public	Flow (CCF)	320,000	$7.12	$2,278,896
Septic Waste Haulers	Flow (CCF)	68	$133.03	$9,046
Chemical Toilet Waste Haulers	Flow (CCF)	373	$79.14	$29,519
Mixed Load	Flow (CCF)	13,170	$13.95	$183,717
Holding Tank Waste Haulers	Flow (CCF)	3,877	$9.72	$37,684
Subtotal		1,952,488		$14,040,165
High Strength Industrial				
Industrial Excess BOD	Lbs	263,863	$0.810	$213,631
Industrial Excess TSS	Lbs	120,745	$0.710	$85,742
Industrial Excess P	Lbs	3,161	$7.932	$25,074
Industrial Excess NH3-N	Lbs	26,587	$1.789	$47,571
Subtotal		414,357		$372,018
Total Revenues				**$18,303,111**
Revenue Requirements				**$18,301,256**
Difference				**$1,855**

Table 10
Test Year Cash Flow Analysis
City of Oshkosh, WI

	2025
Cash Sources	
Revenues from User Rates [1]	$19,168,111
Other Income [2]	$105,000
Investment Income on Unrestricted Cash	$500,000
Total Cash Sources	$19,773,111
Cash Uses	
O&M	$9,087,013
Net Before Debt Service	$10,686,097
Debt Service	
G.O. Debt Service P&I	$535,613
Revenue Debt Service P&I	$7,683,035
Total Debt Service	$8,218,648
Capital Outlay (non reserve) [3]	$7,514,600
Addition to Replacement Fund	$25,000
Net Cash Flow	($5,072,151)

Notes:
(1) Revenues from user rates plus revenues from Sanitary Districts plus pre-treatment sampling.
(2) Miscellaneous revenue and late fees.
(3) Amount of cash on hand City plans to use to offset the proposed 2025 borrowing for the sewer utility.

Table 11
Comparison of Exisitng and Proposed Bills for Sample Customers
City of Oshkosh, WI

Customer	Usage	Meter Size	Monthly Usage (100 CF)	Monthly Current Bill	Monthly Proposed Bill	Monthly Dollar Increase	Monthly Percent Change
Residential	Low	3/4"	1.00	$18.77	$19.51	$0.74	3.9%
Residential	Average	3/4"	4.34	$40.91	$43.33	$2.42	5.9%
Residential	High	3/4"	8.00	$65.11	$69.36	$4.25	6.5%
Commercial	Low	3/4"	8.00	$65.11	$69.36	$4.25	6.5%
Commercial	Average	2"	10.70	$117.64	$125.19	$7.55	6.4%
Commercial	High	6"	20.00	$387.37	$411.25	$23.88	6.2%
Industrial	Low	1"	20.00	$151.99	$162.67	$10.68	7.0%
Industrial	Average	2"	33.42	$268.10	$287.04	$18.94	7.1%
Industrial	High	4"	50.00	$462.08	$494.06	$31.98	6.9%
Public	Low	1"	8.00	$72.55	$77.21	$4.66	6.4%
Public	Average	3"	10.70	$152.33	$161.82	$9.49	6.2%
Public	High	10"	20.00	$759.03	$803.74	$44.71	5.9%

TO: Honorable Mayor and Members of the Common Council

FROM: Julie Calmes, Finance Director

DATE: December 10, 2024

SUBJECT: Res 24-684 Approve Fee Schedule for Storm Water Use Charges

BACKGROUND

Each year the City requests that Ehlers Financial Advisors review the Long Range Cash Flow Analysis for each of our utilities to make sure rates are sufficient to provide for operations and to plan for issuance on revenue debt necessary to finance capital projects. Attached is the Long Range Cash Flow Analysis for the Water, Sanitary Sewer, and Storm Water Utilities.

The City of Oshkosh (City) implemented a Storm Water Utility in 2003 to fund improvements to the City's storm water management facilities. Based on the initial Storm Water Utility study completed in September of 2002, the Common Council implemented a phased introduction of the rates. There have been periodic subsequent rate increases, the most recent being to $19.81 per ERU per month in 2023. The Storm Water Utility has funded several major projects to date, including:

- Fair Acres Wet Detention Basin and Anchorage Channel Conveyance Upgrades
- Tipler Middle School Area Dry Detention Basin and Conveyance Upgrades
- North High School Area Wet Detention Basin
- Melvin Avenue Storm Water Pump Station
- Baldwin Avenue Dry Detention Basin
- James Road Area Detention Basin
- City Hall Underground Detention and parking lot project
- Armory Area Wet Detention Basin
- Westhaven Clubhouse Area Detention Basin
- Sawyer Creek Dredging and Conveyance Upgrades
- 9th and Washburn Detention Basin
- South Park Lagoon Retrofit
- Fernau Watershed North Main Street Detention Basin
- Libbey/Nicolet Watershed North Main Street Detention Basin
- Stringham Watershed Outfall Reconstruction and Dredging

In addition to major projects, storm sewers are replaced/upgraded with each street reconstruction project. The City experienced significant flooding during numerous rainstorms between 1990 and 2012. Localized areas also flood during smaller storm events. Additionally, the City is regulated under a Municipal Separate Storm Sewer System (MS4) permit from the Wisconsin Department of Natural Resources (WDNR), as mandated by the Federal Clean Water Act, for discharge of storm water to local water bodies. This permit requires the implementation of practices to reduce the amount of pollutants entering lakes and rivers. The City has met the 20% total suspended solids (TSS) reduction requirement within the MS4 Permit.

The Federal Environmental Protection Agency (EPA), in conjunction with the WDNR, adopted

targeted performance standards within the Total Maximum Daily Load (TMDL) report for the Upper Fox and Wolf Rivers Watershed. That TMDL report requires an increased TSS reduction of 48% within the Sawyer Creek Watershed, in addition to City-Wide Phosphorus reduction of 83% as compared to a "no controls" situation. Brown and Caldwell was retained by the City to update the City-wide plan for pollution reduction in compliance with the EPA-approved TMDL The updated storm water quality plan and TMDL Compliance Plan have been submitted to WDNR in accordance with the MS4 Permit requirements. The City has also completed several flood studies and is currently studying several watersheds to develop plans to reduce flooding in combination with pollution control. City staff, based on information from all studies, developed a schedule of projects needed to reduce flooding and implement pollution control measures. The City is approximately one-third (1/3) of the way through the original thirty-five (35) year plan to implement these watershed plans, as amended from time to time. The schedule calls for one (1) to two (2) major projects to be constructed per year, with an emphasis on flood control. Wherever possible, pollution control measures will be implemented with flood control measures.

The Cash Flow Analysis prepared by Ehler's recommends a 2025 Storm Water Utility Rate at $20.32/ERU/month.

ANALYSIS

The City has worked with Ehlers (Financial Consultant) to perform a rate analysis to provide funding to implement the projects outlined in the schedule, to implement other Capital Improvement Projects, and to fund operational costs. In order to support these activities, a rate of $20.32 per ERU per month ($243.84 per ERU per year) is recommended. This rate will allow the City to complete all of the projects listed in the approved 2025 Capital Improvement Program (CIP) -- Storm Sewer Section, and also maintain daily operations. The rate is proposed to be in effect on January 1, 2025. The Utility must retain adequate reserves to maintain favorable bond ratings and meet the operating needs of the Utility. In the event grants or other monies are secured at more favorable rates than anticipated in the study, the rate increases for future years can be offset. The intent is to review the rate annually to incorporate actual construction costs from the previous year and incorporate other funds that become available to the Utility.

FISCAL IMPACT

The effect of the increase on the average City residential user is approximately $6.12 per ERU on an annual basis, which equates to an 2.50% increase. This rate increase is consistent with previous year's cash flow analyses.

RECOMMENDATION

The Department of Public Works and Finance Department staff recommend establishing the 2025 Storm Water Utility rate at $20.32 per ERU per month ($243.84 per ERU per year) to fund all activities in the approved 2025 CIP Budget and the proposed 2025 Operating Budget. It is recommended the rate go into effect on January 1, 2025.

Attachments

RES 24-684
Res 24-684
2024 Oshkosh WSSW Utilities CF Analysis Final

12/10/2024	24-684	RESOLUTION
CARRIED	7-0	

PURPOSE: APPROVE 2025 STORM WATER UTILITY RATE TO $20.32 / ERU / MONTH

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Oshkosh has previously established a Storm Water Utility; and

WHEREAS, Section 14-4 (B)(2) of the Oshkosh Municipal Code gives the Common Council authority to establish the Equivalent Runoff Unit (ERU) charge for the Utility.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the Equivalent Runoff Unit (ERU) charge for 2025 shall be $20.32 per ERU per month ($243.84 per ERU per year).

BE IT FURTHER RESOLVED that the appropriate City officials are hereby authorized and directed to take those steps necessary to implement this charge to become effective for services provided on and after January 1, 2025.

12/10/2024	24-684	RESOLUTION
CARRIED	7-0	

PURPOSE: APPROVE 2025 STORM WATER UTILITY RATE TO $20.32 / ERU / MONTH

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Oshkosh has previously established a Storm Water Utility; and

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NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the Equivalent Runoff Unit (ERU) charge for 2025 shall be $20.32 per ERU per month ($243.84 per ERU per year).

BE IT FURTHER RESOLVED that the appropriate City officials are hereby authorized and directed to take those steps necessary to implement this charge to become effective for services provided on and after January 1, 2025.

December 10, 2024

2024 WATER, SEWER, AND STORMWATER LONG-RANGE CASH FLOW ANALYSIS UPDATE:

City of Oshkosh, WI

EHLERS
PUBLIC FINANCE ADVISORS

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Jon Cameron
Senior Municipal Advisor
Lisa Trebatoski
Senior Fiscal Consultant

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Water, Sewer and Stormwater Utilities
Cash Flow and Debt Analysis
Supporting Worksheets



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EHLERS
PUBLIC FINANCE ADVISORS

Table 1
Water Utility Capital Improvement Plan
City of Oshkosh, WI

Projects	Funding	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Totals
WFP: Dual Media Filter Repairs/Replacement	Revenue Debt			1,700,000	1,700,000							*3,400,000*
WD: Repl Sensus Water Meter Base Stations	Revenue Debt		50,000									*50,000*
WFD: Repl Granulated Activated Carbon Filter Me	Revenue Debt			2,100,000	2,100,000							*4,200,000*
WFP: Repl Washburd St Booster Station pmps	Revenue Debt	2,400,000										*2,400,000*
WD: New Wach Valve Maintenance Trailer	Revenue Debt	120,000										*120,000*
WD: Water Meter Test Benches Repl	Revenue Debt	350,000										*350,000*
WD: Building Addition/Remodel	Revenue Debt	200,000	125,000		3,200,000							*3,525,000*
WFP: Ammonia Gas Scrubber	Revenue Debt	100,000	600,000									*700,000*
WFP: Chlorine Gas Scrubber	Revenue Debt	100,000	600,000									*700,000*
WFP: Chlorine Feed System Piping	Revenue Debt	300,000										*300,000*
WFP: Flouride Tanks/Feed Pumps Repl	Revenue Debt	100,000		600,000								*700,000*
WD: Building Roof Replacement	Revenue Debt									150,000		*150,000*
WD: Tri-Axle Dump Truck	Revenue Debt		300,000		300,000			320,000				*920,000*
WD: #804 Concrete Breaker	Revenue Debt			225,000								*225,000*
WFP: Ploymer Feed Systems Replacement	Revenue Debt			500,000								*500,000*
WD: #811, Air Compressor	Revenue Debt				45,000							*45,000*
WD: #812 Ditch Witch/Vac All Trailer	Revenue Debt				120,000							*120,000*
WFP: Backwash Controls/Air Scour Blower Repl	Revenue Debt				660,000							*660,000*
WFP: Sludge Pump Replacement	Revenue Debt				180,000							*180,000*
WFP: Alum Piping/Day Tanks/Transfer Pumps Rep	Revenue Debt				60,000	750,000						*810,000*
WFP: #892 3/4 Ton 4x4 Pickup Truck	Revenue Debt				75,000							*75,000*
WFP: Mix\Sed Basin\GAC Gallery Valve Repl	Revenue Debt					60,000	1,356,000					*1,416,000*
WFP: Repl Systems Sedimentation Basins	Revenue Debt					1,800,000						*1,800,000*
WD: Tractor Backhoe/Loader	Revenue Debt	365,000							375,000			*740,000*
WD: #828 1-Ton Service Truck	Revenue Debt					120,000						*120,000*
WFP: Ammonia Bulk Storage Tanks/Scales Replac	Revenue Debt							1,056,000				*1,056,000*
WFP: Ammonia Storage System Valves Replacem	Revenue Debt							540,000				*540,000*
WFP: Repl Roof Over DMF/GAC Filter Galleries	Revenue Debt								570,000			*570,000*
WFP: Replace Chlorine Feed Equipment	Revenue Debt								1,000,000			*1,000,000*
WFP: Replace WFP Analyzers	Revenue Debt									500,000		*500,000*
WFP: Sed Basin Sludge Pump Repl	Revenue Debt									50,000	200,000	*250,000*
UI: Asphalt Project (Annual)	Revenue Debt		50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	*450,000*
UI: Bay Shore Dr Reconst	Revenue Debt	96,000										*96,000*
UI: Bay Street Reconstruction	Revenue Debt	149,000										*149,000*
UI: Central Street Reconstruction	Revenue Debt	559,200										*559,200*
UI: Faust Avenue Wtr Mn Repl	Revenue Debt	648,200										*648,200*
UI: Jackson Stret/Oregon Street Reconstruction	Revenue Debt	50,000				1,359,500						*1,409,500*
UI: Michigan Street Reconstruction	Revenue Debt	207,300										*207,300*
UI: N Lark Street Wtr Mn Repl	Revenue Debt	1,056,000										*1,056,000*
UI: National Avenue Wtr Mn Repl	Revenue Debt	625,500										*625,500*
UI: West 11th Avenue Reconstruction	Revenue Debt	329,300										*329,300*
UI: Waugoo Avenue Reconstruction	Revenue Debt	746,800										*746,800*
UI: W 15th Avenue Reconstruction	Revenue Debt	1,051,700										*1,051,700*
UI: Clairville Road Swr & Wtr Ext	Revenue Debt		242,200									*242,200*
UI: Josslyn Street Wtr Mn Repl	Revenue Debt		1,667,200									*1,667,200*
UI: Ohio Street Reconstruction	Revenue Debt		350,500									*350,500*
UI: Scott Avenue Reconstruction	Revenue Debt		1,098,500									*1,098,500*
UI: West 16th Avenue Reconstruction	Revenue Debt		750,300									*750,300*
UI: Bowen Street Reconstruction	Revenue Debt		50,000	2,375,300								*2,425,300*
UI: Clairville Road Swr & Wtr Extension	Revenue Debt			749,900								*749,900*
UI: Montclair Place Wtr Mn Repl	Revenue Debt			681,800								*681,800*
UI: Oakwood Road Wtr Mn Repl	Revenue Debt			1,138,700								*1,138,700*
UI: Scott Ave Reconstruction	Revenue Debt			871,200								*871,200*
UI: West 14th Avenue Reconstruction	Revenue Debt			1,861,400								*1,861,400*
UI: Wright Street Reconstruction	Revenue Debt			1,158,800								*1,158,800*
UI: Bowen Street Reconstruction	Revenue Debt				718,000							*718,000*
UI: Grand Street Reconstruction	Revenue Debt				218,900							*218,900*
UI: Hudson Avenue Reconstruction	Revenue Debt				470,300							*470,300*
UI: Madison Street Reconstruction	Revenue Debt				441,000							*441,000*
UI: Mill Street Reconstruction	Revenue Debt				272,200							*272,200*
UI: Pleasant Street Reconstruction	Revenue Debt				441,000							*441,000*
UI: STH91 Utility Construction	Revenue Debt				1,378,700							*1,378,700*
UI: Bowen Street Reconstruction	Revenue Debt					1,410,000						*1,410,000*
UI: Merritt Avenue Reconstruction	Revenue Debt					8,060,600						*8,060,600*
UI: S Main Street Reconstruction	Revenue Debt			200,000								*200,000*
UI: S Washburn Asphalt Const-W Waukau	Revenue Debt						10,000					*10,000*
UI: Van Buren Avenue Reconstruction	Revenue Debt						982,400					*982,400*
UI: West 19th Avenue Reconstruction	Revenue Debt						1,003,200					*1,003,200*
UI: Woodland Ave Reconstruction	Revenue Debt						691,700					*691,700*

UI: S Main St Reconstruction	Revenue Debt							3,624,000				3,624,000
UI: Woodland Ave Reconstruction	Revenue Debt							334,600				334,600
UI: Jefferson Street Reconstruction	Revenue Debt								2,228,600			2,228,600
UI: N Eagle St Reconst	Revenue Debt								696,300			696,300
UI: N Sawyer St Reconstruction	Revenue Debt									2,128,600		2,128,600
UI: W 4th Avenue Reconstruction	Revenue Debt									1,010,400		1,010,400
UI: Nebraska Street Reconstruction	Revenue Debt										1,420,700	1,420,700
UI: W 9th Ave Reconstruction	Revenue Debt										2,291,600	2,291,600
Implementation of Lake Shore Drive Reimagination	Revenue Debt			650,000								650,000
												0
Special Assessments												0
UI: Bay Shore Dr Reconst	Special Assessment	13,500										13,500
UI: Fermau Avenue Dr Reconst	Special Assessment	250,000										250,000
UI: Jackson Stret/Oregon Street Reconstruction	Special Assessment					8,500						8,500
UI: Clairville Road Swr & Wtr Ext	Special Assessment		1,440,400									1,440,400
UI: Josslyn Street Wtr Mn Repl	Special Assessment		92,300									92,300
UI: West 16th Avenue Reconstruction	Special Assessment		8,100									8,100
UI: Clairville Road Swr & Wtr Ext	Special Assessment			332,200								332,200
UI: Bowen Street Reconstruction	Special Assessment				19,300							19,300
UI: STH91 Utility Construction	Special Assessment				308,600							308,600
UI: S Main St Reconstruction	Special Assessment							128,000				128,000
UI: N Eagle St Reconst	Special Assessment								7,100			7,100
UI: N Sawyer St Reconstruction	Special Assessment									44,900		44,900
												0
Water Cash Funded Projects												0
UI: Concrete Pavement Repairs (Annual)	Cash	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	150,000
UI: Misc Utility Owned Lead Service Repl	Cash	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
UI: 20-91 Upfront Engineering Servcies	Cash	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	500,000
Meter Change-Out Program	Cash	953,000	1,029,000	1,132,000	1,245,000	1,365,000	1,501,000					7,225,000
WFP: Oakwood & Knapp PRV Components Repl	Cash	30,000										30,000
WFP: Washburn Wtr Twr Valve Vault Repl	Cash	30,000										30,000
WFP: Repl Fire Alarm Syst Ctrl Panel	Cash		36,000									36,000
WFP: SW Wtr Twr Ext Painting/Add Mixing	Cash			750,000								750,000
WD: Replace 1 Ton Ext Cab Pick Truck	Cash			55,000						60,000		115,000
WFP: WFP Administration Area Carpet	Cash				25,000							25,000
WD: #809 Trailer-Mounted Dewatering Pump	Cash	60,000										60,000
WD: #805 Forklift	Cash	60,000										60,000
WD: Replace 1/2 Ton Vans	Cash	50,000			55,000	55,000		60,000		60,000		280,000
WD: Replace 1 Ton Ext Cab Pick Truck	Cash	80,000						180,000				260,000
WFP: Contact/Backwash/Sedimentation Basin Pair	Cash						300,000					300,000
WD: Reapplication of WDC Masonry Sealing	Cash								50,000			50,000
WFP: Chem Storage Tank Maint	Cash									20,000	70,000	90,000
WFP: #891 Pickup Truck	Cash										75,000	75,000
												0
Water Safe Drinking Funded Projects												0
WFP: Clearwell Replacement	Revenue Debt	36,600,000										36,600,000
WFP: Replace Liquid Oxygen System	Revenue Debt	3,000,000										3,000,000
												0
Prior Year Funding												0
UI: Fernau Avenue Construction	Prior Year	450,000										450,000
UI: Bay Shore Dr Reconst	Prior Year	500,000										500,000
UI: Central St Reconstruction	Prior Year	500,000										500,000
UI: Michigan Street Reconstruction	Prior Year	500,000										500,000
UI: W 15th Ave Reconstruction	Prior Year	500,000										500,000
UI: Ohio St Reconstruction	Prior Year		1,000,000									1,000,000
UI: W 16th Ave Reconstruction	Prior Year		1,000,000									1,000,000
Actual CIP Costs		**53,295,500**	**10,654,500**	**17,296,300**	**14,248,000**	**15,203,600**	**6,059,300**	**6,457,600**	**5,142,000**	**4,238,900**	**4,272,300**	**136,868,000**

Sources of Funding	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	
G.O. Debt	0	0	0	0	0	0	0	0	0	0	0
Revenue Debt	49,154,000	5,883,700	14,862,100	12,430,100	13,610,100	4,093,300	5,924,600	4,919,900	3,889,000	3,962,300	118,729,100
Grants/Aids	0	0	0	0	0	0	0	0	0	0	0
Special Assessment	263,500	1,540,800	332,200	327,900	8,500	0	128,000	7,100	44,900	0	2,652,900
User Fees	0	0	0	0	0	0	0	0	0	0	0
Tax Levy	0	0	0	0	0	0	0	0	0	0	0
Prior Year Funding	2,450,000	2,000,000	0	0	0	0	0	0	0	0	4,450,000
Safe Drinking Water Fund Loan	0	0	0	0	0	0					0
Cash	1,428,000	1,230,000	2,102,000	1,490,000	1,585,000	1,966,000	405,000	215,000	305,000	310,000	11,036,000
Total	**53,295,500**	**10,654,500**	**17,296,300**	**14,248,000**	**15,203,600**	**6,059,300**	**6,457,600**	**5,142,000**	**4,238,900**	**4,272,300**	**136,868,000**

Notes:

Table 2
Capital Improvements Financing Plan - Water
City of Oshkosh, WI

		2025		2025		2026		2027		2028		2029
		Revenue Bonds		Rev BAN		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds
		2025 Water Projects		2025 Water Projects		2026 Water Projects		2027 Water Projects		2028 Water Projects		2029 Water and Storm Projects
CIP Projects[1]												
Water		9,554,000		39,600,000		5,883,700		14,862,100		12,430,100		13,610,100
Refund Rev BAN		-		-		-		-		-		39,600,000
Subtotal Project Costs		**9,554,000**		**39,600,000**		**5,883,700**		**14,862,100**		**12,430,100**		**53,210,100**
CIP Projects[1]		**9,554,000**		**39,600,000**		**5,883,700**		**14,862,100**		**12,430,100**		**53,210,100**
Debt Service Reserve												
Debt Service Reserve Funds On Hand		(4,898,722)		-		(5,619,480)		(5,765,320)		(6,957,907)		(7,792,598)
New Debt Service Reserve Requirement		5,619,480		-		5,765,320		6,957,907		7,792,598		9,245,275
Subtotal Reserve Fund Requirement		720,757		0		145,840		1,192,587		834,691		1,452,677
Estimated Issuance Expenses		**273,050**		**0**		**186,638**		**355,700**		**317,175**		**962,813**
Municipal Advisor (Ehlers)		79,200				61,600		89,100		85,700		165,900
Bond Counsel		30,000				25,000		30,000		30,000		50,000
Rating Fee		32,000				22,000		32,000		32,000		52,000
Maximum Underwriter's Discount	12.50	131,000	0.00	0	12.50	77,188	12.50	203,750	12.50	168,625	12.50	694,063
Paying Agent		850				850		850		850		850
Subtotal Issuance Expenses		273,050		0		186,638		355,700		317,175		962,813
TOTAL TO BE FINANCED		**10,547,807**		**39,600,000**		**6,216,178**		**16,410,387**		**13,581,966**		**55,625,589**
Estimated Interest Earnings	3.00%	(71,655)	0.00%	0	3.00%	(44,128)	3.00%	(111,466)	3.00%	(93,226)	3.00%	(102,076)
Assumed spend down (months)	3.00		0.00		3.00		3.00		3.00		3.00	
Rounding		3,848		-		2,950		1,079		1,260		1,486
NET BOND SIZE		**10,480,000**		**39,600,000**		**6,175,000**		**16,300,000**		**13,490,000**		**55,525,000**

Notes:
1) Source of Project Totals

Table 3
Water Utility Projected Debt Service Payments (PROPOSED)
City of Oshkosh, WI

NAME	2024 Revenue Bonds				2025 Revenue Bonds				2025 Rev BAN				2026 Revenue Bonds				2027 Revenue Bonds				2028 Revenue Bonds				2029 Revenue Bonds				PROPOSED Water Utility Debt Service Summary				
AMT DATED	$5,290,000 12/18/2024				$10,480,000 8/1/2025				$39,600,000 8/1/2025				$6,175,000 8/1/2026				$16,300,000 8/1/2027				$13,490,000 8/1/2028				$55,525,000 8/1/2029								
Year	Principal	Rates	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Total Prin	Total Int	Total P&I	Prin Outstanding	Year
2024																													0	0	0	5,290,000	2024
2025			130,007	130,007																									0	0	0	55,370,000	2025
2026	175,000	5.000%	238,125	413,125	375,000	4.200%	438,139	813,139			2,475,000	2,475,000																	550,000	2,913,139	3,463,139	60,995,000	2026
2027	180,000	5.000%	229,250	409,250	350,000	4.100%	463,636	813,636			1,980,000	1,980,000	220,000	4.300%	263,888	483,888													750,000	2,707,523	3,457,523	76,545,000	2027
2028	190,000	5.000%	220,000	410,000	365,000	4.000%	449,161	814,161			1,980,000	1,980,000	205,000	4.200%	279,273	484,273	570,000	4.400%	711,740	1,281,740									1,330,000	3,420,173	4,750,173	88,705,000	2028
2029	200,000	5.000%	210,250	410,250	380,000	4.050%	434,166	814,166	39,600,000	5.000%	990,000	40,590,000	210,000	4.100%	270,663	480,663	530,000	4.300%	753,649	1,283,649	475,000	4.400%	588,946	1,063,946					41,395,000	3,037,423	44,432,423	102,835,000	2029
2030	210,000	5.000%	200,000	410,000	395,000	4.100%	418,373	813,373					220,000	4.150%	261,793	481,793	555,000	4.200%	730,599	1,285,599	440,000	4.300%	623,527	1,063,527	1,950,000	4.400%	2,424,357	4,374,357	3,770,000	4,458,648	8,228,648	99,065,000	2030
2031	225,000	5.000%	189,125	414,125	410,000	4.150%	401,768	811,768					230,000	4.200%	252,398	482,398	580,000	4.250%	706,619	1,286,619	460,000	4.200%	604,407	1,064,407	1,810,000	4.300%	2,566,838	4,376,838	3,715,000	4,532,029	8,247,029	95,350,000	2031
2032	235,000	5.000%	177,625	412,625	425,000	4.200%	384,336	809,336					240,000	4.250%	242,468	482,468	605,000	4.300%	681,287	1,286,287	480,000	4.250%	584,547	1,064,547	1,890,000	4.200%	2,488,233	4,378,233	3,875,000	4,380,869	8,255,869	91,475,000	2032
2033	245,000	5.000%	165,625	410,625	445,000	4.250%	365,954	810,954					250,000	4.300%	231,993	481,993	630,000	4.350%	654,577	1,284,577	500,000	4.300%	563,597	1,063,597	1,970,000	4.250%	2,406,681	4,376,681	4,040,000	4,222,800	8,262,800	87,435,000	2033
2034	260,000	5.000%	153,000	413,000	465,000	4.300%	346,501	811,501					260,000	4.350%	220,963	480,963	660,000	4.400%	626,354	1,286,354	520,000	4.350%	541,537	1,061,537	2,055,000	4.300%	2,320,636	4,375,636	4,220,000	4,055,989	8,275,989	83,215,000	2034
2035	270,000	5.000%	139,750	409,750	485,000	4.600%	325,348	810,348					275,000	4.400%	209,258	484,258	685,000	4.450%	596,593	1,281,593	545,000	4.400%	518,237	1,063,237	2,145,000	4.350%	2,229,799	4,374,799	4,405,000	3,879,234	8,284,234	78,810,000	2035
2036	285,000	5.000%	125,875	410,875	510,000	4.600%	302,463	812,463					285,000	4.700%	196,510	481,510	720,000	4.500%	565,152	1,285,152	570,000	4.450%	493,564	1,063,564	2,245,000	4.400%	2,133,756	4,378,756	4,615,000	3,691,444	8,306,444	74,195,000	2036
2037	300,000	5.000%	111,250	411,250	535,000	4.650%	278,294	813,294					300,000	4.700%	182,763	482,763	755,000	4.800%	530,832	1,285,832	595,000	4.500%	467,494	1,062,494	2,340,000	4.450%	2,032,301	4,372,301	4,825,000	3,491,683	8,316,683	69,370,000	2037
2038	315,000	5.000%	95,875	410,875	560,000	4.700%	252,696	812,696					315,000	4.750%	168,231	483,231	790,000	4.800%	493,752	1,283,752	625,000	4.800%	439,107	1,064,107	2,450,000	4.500%	1,925,111	4,375,111	5,055,000	3,278,895	8,333,895	64,315,000	2038
2039	330,000	4.000%	81,400	411,400	585,000	4.800%	225,496	810,496					330,000	4.800%	152,830	482,830	830,000	4.850%	454,664	1,284,664	655,000	4.800%	408,387	1,063,387	2,565,000	4.800%	1,808,426	4,373,426	5,295,000	3,049,802	8,344,802	59,020,000	2039
2040	345,000	4.000%	67,900	412,900	615,000	4.920%	196,327	811,327					345,000	4.900%	136,458	481,458	870,000	4.900%	413,222	1,283,222	685,000	4.850%	376,055	1,061,055	2,690,000	4.800%	1,682,306	4,372,306	5,550,000	2,804,366	8,354,366	53,470,000	2040
2041	360,000	4.000%	53,800	413,800	645,000	4.970%	165,169	810,169					365,000	5.020%	118,844	483,844	915,000	5.000%	369,032	1,284,032	720,000	4.900%	341,804	1,061,804	2,825,000	4.850%	1,549,239	4,374,239	5,830,000	2,544,088	8,374,088	47,640,000	2041
2042	370,000	4.000%	39,200	409,200	680,000	5.020%	132,073	812,073					380,000	5.070%	100,049	480,049	965,000	5.120%	321,453	1,286,453	755,000	5.000%	305,289	1,060,289	2,970,000	4.900%	1,407,968	4,377,968	6,120,000	2,266,832	8,386,832	41,520,000	2042
2043	390,000	4.000%	24,000	414,000	715,000	5.100%	96,773	811,773					405,000	5.120%	80,048	485,048	1,015,000	5.170%	270,511	1,285,511	795,000	5.120%	266,062	1,061,062	3,120,000	5.000%	1,257,203	4,377,203	6,440,000	1,970,596	8,410,596	35,080,000	2043
2044	405,000	4.000%	8,100	413,100	750,000	5.100%	59,415	809,415					425,000	5.200%	58,630	483,630	1,065,000	5.220%	216,477	1,281,477	840,000	5.170%	223,996	1,063,996	3,280,000	5.120%	1,095,235	4,375,235	6,765,000	1,653,753	8,418,753	28,315,000	2044
2045					790,000	5.100%	20,145	810,145					445,000	5.200%	36,010	481,010	1,125,000	5.300%	158,868	1,283,868	885,000	5.220%	179,184	1,064,184	3,450,000	5.170%	922,085	4,372,085	6,695,000	1,316,291	8,011,291	21,620,000	2045
2046													470,000	5.200%	12,220	482,220	1,185,000	5.300%	97,653	1,282,653	930,000	5.300%	131,440	1,061,440	3,635,000	5.220%	738,029	4,373,029	6,220,000	979,341	7,199,341	15,400,000	2046
2047																	1,250,000	5.300%	33,125	1,283,125	980,000	5.300%	80,825	1,060,825	3,835,000	5.300%	541,528	4,376,528	6,065,000	655,478	6,720,478	9,335,000	2047
2048																					1,035,000	5.300%	27,428	1,062,428	4,040,000	5.300%	332,840	4,372,840	5,075,000	360,268	5,435,268	4,260,000	2048
2049																									4,260,000	5.300%	112,890	4,372,890	4,260,000	112,890	4,372,890	0	2049
2050																													0	0	0	0	2050
2051																													0	0	0	0	2051
2052																													0	0	0	0	2052
2053																													0	0	0	0	2053
2054																													0	0	0	0	2054
2055																													0	0	0	0	2055
2056																													0	0	0		2056
TOTALS	5,290,000		2,660,157	7,950,157	10,480,000		5,756,229	16,236,229	39,600,000		7,425,000	47,025,000	6,175,000		3,475,284	9,650,284	16,300,000		9,386,153	25,686,153	13,490,000		7,765,428	21,255,428	55,525,000		31,975,456	87,500,456	146,860,000	65,783,551	212,643,551		TOTALS

Table 4
Water Utility Cash Flow Analysis - Projected 2024-2034
City of Oshkosh, WI

	Est. 2024	Budget 2025	Projected 2026	2027	2028	2029	2030	2031	2032	2033	2034
Revenues											
Total Revenues from User Rates[1]	$19,029,600	$19,029,600	$24,824,113	$24,824,113	$29,669,780	$29,669,780	$29,669,780	$29,669,780	$32,799,942	$32,799,942	$32,799,942
Percent Increase to User Rates	**0.00%**	**0.00%**	**30.45%**	**0.00%**	**19.52%**	**0.00%**	**0.00%**	**0.00%**	**10.55%**	**0.00%**	**0.00%**
Cumulative Percent Rate Increase	**0.00%**	**0.00%**	**30.45%**	**30.45%**	**55.91%**	**55.91%**	**55.91%**	**55.91%**	**72.36%**	**72.36%**	**72.36%**
Dollar Amount Increase to Revenues		**$0**	**$5,794,513**	**$0**	**$4,845,667**	**$0**	**$0**	**$0**	**$3,130,162**	**$0**	**$0**
Other Revenues											
Interest Income	$1,354,000	$755,000	$89,345	$80,911	$92,009	$121,640	$156,499	$143,847	$258,694	$274,821	$299,461
Other Income	$183,500	$185,185	$171,887	$173,606	$175,342	$177,095	$178,866	$180,655	$182,461	$184,286	$186,129
Special Assessment Revenue			$26,350	$180,430	$213,650	$246,440	$247,290	$247,290	$260,090	$260,800	$265,290
Total Other Revenues	$1,537,500	$940,185	$287,581	$434,946	$481,001	$545,176	$582,655	$571,792	$701,246	$719,907	$750,880
Total Revenues	$20,567,100	$19,969,785	$25,111,695	$25,259,060	$30,150,781	$30,214,956	$30,252,435	$30,241,572	$33,501,188	$33,519,849	$33,550,821
Less: Expenses											
Operating and Maintenance[2]	$10,326,969	$10,273,133	$10,578,777	$10,893,538	$11,217,691	$11,551,515	$11,895,300	$12,249,342	$12,613,950	$12,989,439	$13,376,134
PILOT Payment	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600	$1,542,600
Net Before Debt Service and Capital Expenditures	$8,697,531	$8,154,052	$12,990,318	$12,822,921	$17,390,490	$17,120,841	$16,814,536	$16,449,629	$19,344,637	$18,987,810	$18,632,088
Debt Service											
Existing Debt P&I	$6,868,439	$6,550,790	$6,547,830	$5,793,669	$5,638,915	$5,075,252	$5,057,068	$4,644,914	$4,334,148	$4,022,098	$3,831,598
New (2024-2033) Debt Service P&I	$0	$0	$3,463,139	$3,457,523	$4,750,173	$44,432,423	$8,228,648	$8,247,029	$8,255,869	$8,262,800	$8,275,989
Total Debt Service	$6,868,439	$6,550,790	$10,010,969	$9,251,192	$10,389,088	$49,507,675	$13,285,715	$12,891,943	$12,590,017	$12,284,898	$12,107,587
Transfer In (Out)/Capital Contributions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Less: Capital Improvements/COI	$15,618,015	$53,568,550	$10,841,138	$17,652,000	$14,565,175	$16,166,413	$6,059,300	$6,457,600	$5,142,000	$4,238,900	$4,272,300
Debt Proceeds	$5,697,214	$50,080,000	$6,175,000	$16,300,000	$13,490,000	$55,525,000	$0	$0	$0	$0	$0
Net Annual Cash Flow	**($8,091,709)**	**($1,885,289)**	**($1,686,788)**	**$2,219,729**	**$5,926,227**	**$6,971,753**	**($2,530,480)**	**($2,899,914)**	**$1,612,620**	**$2,464,011**	**$2,252,201**
Restricted and Unrestricted Cash Balance:											
Balance at first of year	$27,845,915	$19,754,206	$17,868,917	$16,182,129	$18,401,858	$24,328,085	$31,299,838	$28,769,359	$25,869,445	$27,482,065	$29,946,076
Net Annual Cash Flow Addition/(subtraction)	($8,091,709)	($1,885,289)	($1,686,788)	$2,219,729	$5,926,227	$6,971,753	($2,530,480)	($2,899,914)	$1,612,620	$2,464,011	$2,252,201
Balance at end of year	$19,754,206	$17,868,917	$16,182,129	$18,401,858	$24,328,085	$31,299,838	$28,769,359	$25,869,445	$27,482,065	$29,946,076	$32,198,277
"All-in" Debt Coverage	1.27	1.24	1.30	1.39	1.67	1.92	1.27	1.28	1.54	1.55	1.54
PSC Days Cash on Hand	251	239	128	153	256	388	484	242	277	331	883
Over (Under) Target Working Capital	$ 5,545,526	$ 1,939,362	$ 174,187	$ 858,763	$ 5,913,874	$ 8,183,389	$ 5,786,774	$ 2,925,670	$ 4,590,935	$ 6,969,658	$ 9,157,029
Over (Under) Target Working Capital - Unrestricted	($2,727,334)	($5,048,136)	($6,959,152)	($7,467,163)	($3,246,743)	($2,429,905)	$4,418,755	($6,817,748)	($4,961,760)	($2,293,977)	$181,593

Notes:
1) Assumes no changes in customer count or usage beyond Test Year.
2) Assumes 3.00% annual inflation beyond budget year.

Legend:
Simplified Rate Case (projected eligibility)
Conventional (Full) Rate Case

Table 5
Water Utility Financial Benchmarking Analysis Projected 2024 - 2034
City of Oshkosh, WI

	Est 2024	Budget 2025	Projected 2026	2027	2028	2029	2030	2031	2032	2033	2034
Target minimum cash balance											
Target minimum working capital - Ehlers[1]	14,979,980	19,175,855	18,759,242	20,294,395	59,775,511	23,887,750	23,753,885	23,715,075	23,662,430	23,747,718	22,779,391
Actual Days Cash Available - PSC[2]	341	329	218	243	346	478	574	332	367	421	973
Actual Days Cash Available - Moody's[3]	406	387	312	338	494	654	841	481	519	581	634
Actual Days Cash Available - S&P[4]	406	387	312	338	494	654	841	481	519	581	634
Actual working capital-cash balance	19,754,206	17,868,917	16,182,129	18,401,858	24,328,085	31,299,838	28,769,359	25,869,445	27,482,065	29,946,076	32,198,277
Over (Under) Ehlers target	4,774,226	(1,306,938)	(2,577,113)	(1,892,537)	(35,447,426)	7,412,089	5,015,474	2,154,370	3,819,635	6,198,358	9,418,886
Over (Under) PSC target (90 days)	251	239	128	153	256	388	484	242	277	331	883
Over (Under) Moody's target (150 days)	256	237	162	188	344	504	691	331	369	431	484
Over (Under) S&P target (150 days)	256	237	162	188	344	504	691	331	369	431	484

Notes:
1) Target capital equals 6 mos of next year's operating expenses, including depreciation, plus 100% of following year's debt.
2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day
3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation
4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc

Rate of Return											
Average Utility Plant in Service	170,784,794	177,500,794	188,773,644	221,612,544	256,854,644	271,412,244	282,039,444	288,233,894	293,966,144	298,630,594	302,863,744
Plus: Materials and Supplies	532,514	532,514	532,514	532,514	532,514	532,514	532,514	532,514	532,514	532,514	532,514
Less: Avg.Utility Plant Accum. Depreciation	64,311,166	68,652,553	73,465,554	78,925,839	84,515,472	89,817,154	95,904,887	102,724,518	109,756,268	117,049,024	125,410,552
Less: Regulatory Liability	0	0	0	0	0	0	0	0	0	0	0
Average Net Investment Rate Base (NIRB)	107,006,142	109,380,755	115,840,604	143,219,220	172,871,686	182,127,604	186,667,071	186,041,891	184,742,390	182,114,084	177,985,706
Net Operating Income	3,350,157	2,600,104	6,950,515	6,308,151	10,373,320	9,658,236	8,991,821	8,475,378	11,084,371	10,581,979	10,059,735
ROR	3.13%	2.38%	6.00%	4.40%	6.00%	5.30%	4.82%	4.56%	6.00%	5.81%	5.65%
PSC Projected Benchmark	6.20%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%
Rate Adj. to Benchmark	17.26%	20.82%	0.00%	9.20%	0.00%	4.28%	7.44%	9.06%	0.00%	1.05%	1.89%

Table 6
Water Utility Statement of Projected Revenue Bond Coverage

City of Oshkosh, WI

Year	Total Operating Revenues	Less: Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt Total	Future Rev Debt (2024-2034) Total	Total Water Debt Service	Coverage	Debt Service Capacity @ 1.3x
2024	20,567,100	(10,326,969)	10,240,131	6,478,739	-	6,478,739	1.58	1,398,285
2025	19,969,785	(10,273,133)	9,696,652	6,301,365	-	6,301,365	1.54	1,157,597
2026	25,111,695	(10,578,777)	14,532,918	6,294,836	988,139	7,282,975	2.00	3,896,192
2027	25,259,060	(10,893,538)	14,365,521	5,643,234	1,477,523	7,120,758	2.02	3,929,643
2028	30,150,781	(11,217,691)	18,933,090	5,487,371	2,770,173	8,257,544	2.29	6,306,371
2029	30,214,956	(11,551,515)	18,663,441	5,027,683	3,842,423	8,870,106	2.10	5,486,387
2030	30,252,435	(11,895,300)	18,357,136	5,005,589	8,228,648	13,234,237	1.39	886,636
2031	30,241,572	(12,249,342)	17,992,229	4,594,645	8,247,029	12,841,674	1.40	998,502
2032	33,501,188	(12,613,950)	20,887,237	4,280,248	8,255,869	12,536,117	1.67	3,530,988
2033	33,519,849	(12,989,439)	20,530,410	3,969,698	8,262,800	12,232,498	1.68	3,560,124
2034	33,550,821	(13,376,134)	20,174,688	3,775,773	8,275,989	12,051,762	1.67	3,467,229

Table 7
Water Utility Statement of Projected Revenue Bond Coverage - PY

City of Oshkosh, WI

Audit Year	Prior Year Total Operating Revenues	Less: Prior YearTotal O&M Expense	Amount Available for Debt Service	Existing Rev Debt	Future Rev Debt (2024-2034)	Total Water Debt Service	Coverage	Debt Service Capacity @ 1.3x
				Total	Total			
2024	18,729,325	(7,767,926)	10,961,399	6,478,739	-	6,478,739	1.69	1,953,106
2025	20,567,100	(10,326,969)	10,240,131	6,301,365	-	6,301,365	1.63	1,575,659
2026	19,969,785	(10,273,133)	9,696,652	6,294,836	988,139	7,282,975	1.33	175,988
2027	25,111,695	(10,578,777)	14,532,918	5,643,234	1,477,523	7,120,758	2.04	4,058,410
2028	25,259,060	(10,893,538)	14,365,521	5,487,371	2,770,173	8,257,544	1.74	2,792,856
2029	30,150,781	(11,217,691)	18,933,090	5,027,683	3,842,423	8,870,106	2.13	5,693,809
2030	30,214,956	(11,551,515)	18,663,441	5,005,589	8,228,648	13,234,237	1.41	1,122,256
2031	30,252,435	(11,895,300)	18,357,136	4,594,645	8,247,029	12,841,674	1.43	1,279,199
2032	30,241,572	(12,249,342)	17,992,229	4,280,248	8,255,869	12,536,117	1.44	1,304,059
2033	33,501,188	(12,613,950)	20,887,237	3,969,698	8,262,800	12,232,498	1.71	3,834,607
2034	33,519,849	(12,989,439)	20,530,410	3,775,773	8,275,989	12,051,762	1.70	3,740,861

Notes:

1) Using previous year operating revenues less expenses and current year's debt.

Table 8
Sewer Utility Capital Improvement Plan
City of Oshkosh, WI

Projects	Funding	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Totals
WW: Replace WWTP Chlorinators and Piping	Revenue Debt	795,000										*795,000*
WW: Replace WWTP Influent Bar Screens	Revenue Debt	628,000	3,700,000									*4,328,000*
WW: Replace Wastewater Facility HVAC	Revenue Debt	135,000	650,000									*785,000*
WW: Shorewood Lift Station Piping & Valves	Revenue Debt	102,500	500,000									*602,500*
WW: Replace Jetter Vacs (50%S & 50%SW)	Revenue Debt	350,000		350,000					362,500			*1,062,500*
WW: New 3/4-Ton Pickup Truck w/ Plow & Lift Gat	Revenue Debt	75,000										*75,000*
WW: Lift Station Bar Screens Rehabilitation	Revenue Debt		114,000	550,000								*664,000*
WW: Repl S Main St Pump Station Generator & Ed	Revenue Debt	40,000	130,000	625,000								*795,000*
WW: Raw Influent Piping Condition Assess	Revenue Debt			650,000								*650,000*
WW: Rehab County Hwy Y Pump Station	Revenue Debt			56,000	350,000							*406,000*
WW: Replace Electrical Unit Substations	Revenue Debt			840,000		4,300,000						*5,140,000*
WW: Repl RAS and WAS Pumping System	Revenue Debt			420,000	2,200,000							*2,620,000*
WW: Repl Primary Sludge Piping and Valves	Revenue Debt				150,000	675,000						*825,000*
WW: Parshall Flume Liners Replacement	Revenue Debt					55,000	370,000					*425,000*
WW: WWTP Generator Installation	Revenue Debt					1,000,000	3,000,000					*4,000,000*
WW: Chlorine Contact Basin Improvements	Revenue Debt						525,000	3,000,000				*3,525,000*
WW: Installation of Additional Centrifuge	Revenue Debt						187,200	1,000,000				*1,187,200*
WW: Incr Centrate Storage Ca	Revenue Debt						355,000	1,500,000				*1,855,000*
WW: #975 Single-Axle Dump Truck	Revenue Debt						110,000					*110,000*
WW: DAFT Control Equipment Replacement	Revenue Debt							80,000	500,000			*580,000*
WW: Grit Chamber Replacement	Revenue Debt							126,000	750,000			*876,000*
WW: Ferric Chloride Bulk Storage Tank Repl	Revenue Debt								165,000	1,000,000		*1,165,000*
WW: Digester Gas Equipment Replacement	Revenue Debt									130,000	1,000,000	*1,130,000*
UI: Asphalt Project (Annual)	Revenue Debt	0	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	*450,000*
UI: Infow/Infiltration Removal	Revenue Debt	500,000	500,000	500,000	500,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	*8,000,000*
UI: Bay Shore Dr Reconst	Revenue Debt	474,100										*474,100*
UI: Bay Street Reconstruction	Revenue Debt	93,200										*93,200*
UI: Central Street Reconstruction	Revenue Debt	257,500										*257,500*
UI: Jackson Stret/Oregon Street Reconstruction	Revenue Debt	50,000				763,300						*813,300*
UI: Michigan Street Reconstruction	Revenue Debt	442,100										*442,100*
UI: Nebraska Sanitary Intrcptr Sewer	Revenue Debt	76,900										*76,900*
UI: West 11th Avenue Reconstruction	Revenue Debt	205,000										*205,000*
UI: Waugoo Avenue Reconstruction	Revenue Debt	520,300										*520,300*
UI: W 15th Avenue Reconstruction	Revenue Debt	217,000										*217,000*
UI: Clairville Road Swr & Wtr Ext	Revenue Debt		808,100									*808,100*
UI: Ohio Street Reconstruction	Revenue Debt		461,600									*461,600*
UI: Scott Avenue Reconstruction	Revenue Debt		1,031,100									*1,031,100*
UI: West 16th Avenue Reconstruction	Revenue Debt		316,700									*316,700*
UI: Bowen Street Reconstruction	Revenue Debt		50,000	1,521,800								*1,571,800*
UI: Clairville Road Swr & Wtr Extension	Revenue Debt			979,200								*979,200*
UI: Lakeview San Pump/SW Lift Station Replacem	Revenue Debt			438,000		2,500,000						*2,938,000*
UI: Scott Ave Reconstruction	Revenue Debt			550,100								*550,100*
UI: West 14th Avenue Reconstruction	Revenue Debt			1,215,600								*1,215,600*
UI: Wright Street Reconstruction	Revenue Debt			587,800								*587,800*
UI: Bowen Street Reconstruction	Revenue Debt				634,500							*634,500*
UI: Grand Street Reconstruction	Revenue Debt				123,900							*123,900*
UI: Hudson Avenue Reconstruction	Revenue Debt				312,300							*312,300*
UI: Madison Street Reconstruction	Revenue Debt				280,100							*280,100*
UI: Mill Street Reconstruction	Revenue Debt				569,400							*569,400*
UI: Pleasant Street Reconstruction	Revenue Debt				280,100							*280,100*
UI: STH91 Utility Construction	Revenue Debt				1,482,700							*1,482,700*
UI: Bowen Street Reconstruction	Revenue Debt					1,012,900						*1,012,900*
UI: Merritt Avenue Reconstruction	Revenue Debt					2,476,200						*2,476,200*
UI: S Main Street Reconstruction	Revenue Debt			200,000				2,103,400				*2,303,400*
UI: S Washburn Asphalt Const-W Waukau	Revenue Debt						30,000					*30,000*
UI: Van Buren Avenue Reconstruction	Revenue Debt						794,900					*794,900*
UI: West 19th Avenue Reconstruction	Revenue Debt						744,700					*744,700*
UI: Woodland Ave Reconstruction	Revenue Debt						508,500					*508,500*
UI: Woodland Ave Reconstruction (High)	Revenue Debt							213,200				*213,200*
UI: Jefferson Street Reconstruction	Revenue Debt								1,899,700			*1,899,700*
UI: N Eagle St Reconst	Revenue Debt								574,500			*574,500*
UI: N Sawyer St Reconstruction	Revenue Debt									1,420,300		*1,420,300*
UI: W 4th Avenue Reconstruction	Revenue Debt									835,600		*835,600*
UI: Nebraska Street Reconstruction	Revenue Debt										757,600	*757,600*
UI: W 9th Ave Reconstruction	Revenue Debt										1,938,700	*1,938,700*
												0
Special Assessments												*0*
UI: Bay Shore Dr Reconst	Special Assessment	65,800										*65,800*

UI: Bay Street Reconstruction	Special Assessment	11,000										*11,000*
UI: Central Street Reconstruction	Special Assessment	124,900										*124,900*
UI: Jackson Stret/Oregon Street Reconstruction	Special Assessment					100,000						*100,000*
UI: Michigan Street Reconstruction	Special Assessment	64,000										*64,000*
UI: Nebraska Sanitary Intrcptr Sewer	Special Assessment	223,100										*223,100*
UI: West 11th Avenue Reconstruction	Special Assessment	32,100										*32,100*
UI: Waugoo Avenue Reconstruction	Special Assessment	119,500										*119,500*
UI: W 15th Avenue Reconstruction	Special Assessment	314,200										*314,200*
UI: Clairville Road Swr & Wtr Ext	Special Assessment		461,100									*461,100*
UI: Ohio Street Reconstruction	Special Assessment		204,400									*204,400*
UI: Scott Avenue Reconstruction	Special Assessment		234,000									*234,000*
UI: West 16th Avenue Reconstruction	Special Assessment		287,800									*287,800*
UI: Bowen Street Reconstruction	Special Assessment			386,500								*386,500*
UI: Clairville Road Swr & Wtr Extension	Special Assessment			370,800								*370,800*
UI: Lakeview San Pump/SW Lift Station Replacem	Special Assessment			116,800								*116,800*
UI: West 14th Avenue Reconstruction	Special Assessment			307,600								*307,600*
UI: Wright Street Reconstruction	Special Assessment			154,600								*154,600*
UI: Bowen Street Reconstruction	Special Assessment				100,800							*100,800*
UI: Grand Street Reconstruction	Special Assessment				22,000							*22,000*
UI: Hudson Avenue Reconstruction	Special Assessment				62,500							*62,500*
UI: Madison Street Reconstruction	Special Assessment				69,900							*69,900*
UI: Mill Street Reconstruction	Special Assessment				22,200							*22,200*
UI: Pleasant Street Reconstruction	Special Assessment				69,900							*69,900*
UI: STH91 Utility Construction	Special Assessment				523,600							*523,600*
UI: Bowen Street Reconstruction	Special Assessment					238,500						*238,500*
UI: Merritt Avenue Reconstruction	Special Assessment					475,500						*475,500*
UI: Van Buren Avenue Reconstruction	Special Assessment						178,100					*178,100*
UI: West 19th Avenue Reconstruction	Special Assessment						151,100					*151,100*
UI: Woodland Ave Reconstruction	Special Assessment						110,800					*110,800*
UI: S Main St Reconstruction	Special Assessment							483,900				*483,900*
UI: Woodland Ave Reconstruction	Special Assessment							12,900				*12,900*
UI: Jefferson Street Reconstruction	Special Assessment								442,600			*442,600*
UI: N Eagle St Reconst	Special Assessment								57,700			*57,700*
UI: N Sawyer St Reconstruction	Special Assessment									184,200		*184,200*
UI: W 4th Avenue Reconstruction	Special Assessment									102,600		*102,600*
UI: Nebraska Street Reconstruction	Special Assessment										155,800	*155,800*
UI: W 9th Ave Reconstruction	Special Assessment										400,200	*400,200*
												0
Sewer Cash Funded Projects												*0*
UI: Concrete Pavement Repairs (Annual)	Cash	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	*200,000*
UI: 20-91 Up-Front Engineering Services	Cash	185,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	*1,850,000*
UI: Inflow/Infiltration Removal	Cash	250,000	250,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	*4,500,000*
WW: Clean Digesters	Cash	105,000			110,000	110,000	110,000			115,000	115,000	*665,000*
WW: #173 Zero-Turn Lawn Mower	Cash		15,000									*15,000*
WW: 4x4 Pickup Trucks w/Plow & Lift Gates	Cash					70,000					70,000	*140,000*
WW: WWTP Outfall Inspections	Cash								50,000			*50,000*
												0
Prior Year Funding												*0*
UI: Central St Reconstruction	Prior Year	500,000										*500,000*
UI: Nebraska Sanitary Intrcptr Sewer	Prior Year	2,000,000										*2,000,000*
UI: W 15th Ave Reconstruction	Prior Year	1,000,000										*1,000,000*
UI: Ohio St Reconstruction	Prior Year		500,000									*500,000*
UI: W 16th Ave Reconstruction	Prior Year		1,000,000									*1,000,000*
UI: Fenau Avenue Construction	Prior Year	50,000										*50,000*
												0
Clean Water Drinking Funded Projects (Prev)												*0*
WW: Phosphorus Limits Study/Construction	Revenue Debt		12,000,000	10,800,000								*22,800,000*
												0
Actual CIP Costs		**10,026,200**	**23,468,800**	**22,374,800**	**8,618,900**	**15,531,400**	**8,930,300**	**10,274,400**	**6,557,000**	**5,542,700**	**6,192,300**	**117,516,800**

Sources of Funding	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	
G.O. Debt	0	0	0	0	0	0	0	0	0	0	*0*
Revenue Debt	4,961,600	20,311,500	20,333,500	6,933,000	13,832,400	7,675,300	9,072,600	5,301,700	4,435,900	4,746,300	*97,603,800*
Grants/Aids	0	0	0	0	0	0	0	0	0	0	*0*
Special Assessment	954,600	1,187,300	1,336,300	870,900	814,000	440,000	496,800	500,300	286,800	556,000	*7,443,000*
User Fees	0	0	0	0	0	0	0	0	0	0	*0*
Tax Levy	0	0	0	0	0	0	0	0	0	0	*0*
Prior Year Funding	3,550,000	1,500,000	0	0	0	0	0	0	0	0	*5,050,000*
Clean Water Fund Loan	0	0	0	0	0	0	0	0	0	0	*0*
Cash	560,000	470,000	705,000	815,000	885,000	815,000	705,000	755,000	820,000	890,000	*7,420,000*
Total	**10,026,200**	**23,468,800**	**22,374,800**	**8,618,900**	**15,531,400**	**8,930,300**	**10,274,400**	**6,557,000**	**5,542,700**	**6,192,300**	**117,516,800**

Notes:

Table 9
Capital Improvements Financing Plan - Sewer
City of Oshkosh, WI

		2025		2026		2027		2028		2029		2030		2031		2032
		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds
		2025 Sewer Projects		2026 Sewer Projects		2027 Sewer Projects		2028 Sewer Projects		2029 Sewer Projects		2030 Sewer Projects		2031 Sewer Projects		2032 Sewer Projects
CIP Projects[1]																
Sewer		4,961,600		20,311,500		20,333,500		6,933,000		13,832,400		7,675,300		9,072,600		5,301,700
Water		-		-		-		-		-		-		-		-
Storm		-		-		-		-		-		-		-		-
Subtotal Project Costs		**4,961,600**		**20,311,500**		**20,333,500**		**6,933,000**		**13,832,400**		**7,675,300**		**9,072,600**		**5,301,700**
CIP Projects[1]		**4,961,600**		**20,311,500**		**20,333,500**		**6,933,000**		**13,832,400**		**7,675,300**		**9,072,600**		**5,301,700**
Less Other Available Revenues																
Cash Available		-		-		-		-		(3,000,000)		(1,000,000)		(2,000,000)		(1,500,000)
Net Borrowing Requirement		**4,961,600**		**20,311,500**		**20,333,500**		**6,933,000**		**10,832,400**		**6,675,300**		**7,072,600**		**3,801,700**
Debt Service Reserve																
Debt Service Reserve Funds On Hand		(6,406,466)		(6,367,661)		(8,112,018)		(9,792,609)		(9,827,759)		(10,238,154)		(10,128,288)		(10,042,482)
New Debt Service Reserve Requirement		6,367,661		8,112,018		9,792,609		9,827,759		10,238,154		10,128,288		10,042,482		9,568,500
Subtotal Reserve Fund Requirement		(38,805)		1,744,357		1,680,591		35,150		410,395		(109,865)		(85,807)		(473,982)
Estimated Issuance Expenses		**168,238**		**445,825**		**445,325**		**205,313**		**294,288**		**202,188**		**214,638**		**148,350**
Municipal Advisor (Ehlers)		57,200		103,600		103,600		68,400		88,500		70,400		77,600		57,500
Bond Counsel		25,000		30,000		30,000		25,000		30,000		25,000		25,000		25,000
Rating Fee		22,000		32,000		32,000		22,000		32,000		22,000		22,000		22,000
Maximum Underwriter's Discount	12.50	63,188	12.50	279,375	12.50	278,875	12.50	89,063	12.50	142,938	12.50	83,938	12.50	89,188	12.50	43,000
Paying Agent		850		850		850		850		850		850		850		850
Subtotal Issuance Expenses		168,238		445,825		445,325		205,313		294,288		202,188		214,638		148,350
TOTAL TO BE FINANCED		**5,091,033**		**22,501,682**		**22,459,416**		**7,173,463**		**11,537,082**		**6,767,622**		**7,201,431**		**3,476,068**
Estimated Interest Earnings	3.00%	(37,212)	3.00%	(152,336)	3.00%	(152,501)	3.00%	(51,998)	3.00%	(103,743)	3.00%	(57,565)	3.00%	(68,045)	3.00%	(39,763)
Assumed spend down (months)	3.00		3.00		3.00		3.00		3.00		3.00		3.00		3.00	
Rounding		1,179		654		3,085		3,535		1,661		4,942		1,614		3,694
NET BOND SIZE		**5,055,000**		**22,350,000**		**22,310,000**		**7,125,000**		**11,435,000**		**6,715,000**		**7,135,000**		**3,440,000**

Notes:
1) Source of Project Totals

Table 10
Sewer Utility Projected Debt Service Payments (PROPOSED)
City of Oshkosh, WI

NAME	2024 Revenue Bonds				2025 Revenue Bonds				2026 Revenue Bonds				2027 Revenue Bonds				2028 Revenue Bonds				2029 Revenue Bonds				2030 Revenue Bonds				2031 Revenue Bonds				2032 Revenue Bonds			
AMT DATED	$3,975,000 12/18/2024				$5,055,000 8/1/2025				$22,350,000 8/1/2026				$22,310,000 8/1/2027				$7,125,000 8/1/2028				$11,435,000 8/1/2029				$6,715,000 8/1/2030				$7,135,000 8/1/2031				$3,440,000 8/1/2032			
Year	Principal	Rates	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate[2]	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total
2024																																				
2025	145,000	5.00%	155,353	300,353																																
2026	125,000	5.00%	172,475	297,475	105,000	4.20%	291,670	396,670																												
2027	130,000	5.00%	166,100	296,100	170,000	4.10%	227,205	397,205	455,000	4.30%	1,317,944	1,772,944																								
2028	140,000	5.00%	159,350	299,350	175,000	4.00%	220,220	395,220	745,000	4.20%	1,026,972	1,771,972	440,000	4.40%	1,344,166	1,784,166																				
2029	145,000	5.00%	152,225	297,225	185,000	4.05%	212,974	397,974	780,000	4.10%	995,337	1,775,337	740,000	4.30%	1,047,807	1,787,807	140,000	4.40%	429,284	569,284																
2030	155,000	5.00%	144,725	299,725	190,000	4.10%	205,333	395,333	810,000	4.15%	962,539	1,772,539	770,000	4.20%	1,015,727	1,785,727	235,000	4.30%	334,679	569,679	225,000	4.40%	688,933	913,933												
2031	160,000	5.00%	136,850	296,850	200,000	4.15%	197,288	397,288	845,000	4.20%	927,987	1,772,987	805,000	4.25%	982,451	1,787,451	245,000	4.20%	324,481	569,481	380,000	4.30%	537,037	917,037	135,000	4.40%	404,521	539,521								
2032	170,000	5.00%	128,600	298,600	210,000	4.20%	188,728	398,728	885,000	4.25%	891,435	1,776,435	840,000	4.30%	947,285	1,787,285	255,000	4.25%	313,917	568,917	395,000	4.20%	520,572	915,572	220,000	4.30%	315,323	535,323	140,000	4.40%	429,921	569,921				
2033	180,000	5.00%	119,850	299,850	220,000	4.25%	179,643	399,643	920,000	4.30%	852,849	1,772,849	875,000	4.35%	910,193	1,785,193	270,000	4.30%	302,694	572,694	410,000	4.25%	503,564	913,564	230,000	4.20%	305,763	535,763	235,000	4.30%	335,189	570,189	70,000	4.40%	207,179	277,179
2034	185,000	5.00%	110,725	295,725	230,000	4.30%	170,023	400,023	960,000	4.35%	812,189	1,772,189	915,000	4.40%	871,032	1,786,032	280,000	4.35%	290,799	570,799	430,000	4.30%	485,607	915,607	240,000	4.25%	295,833	535,833	245,000	4.20%	324,991	569,991	115,000	4.30%	161,423	276,423
2035	195,000	5.00%	101,225	296,225	240,000	4.60%	159,558	399,558	1,005,000	4.40%	769,199	1,774,199	955,000	4.45%	829,653	1,784,653	295,000	4.40%	278,219	573,219	450,000	4.35%	466,574	916,574	255,000	4.30%	285,250	540,250	255,000	4.25%	314,427	569,427	120,000	4.20%	156,430	276,430
2036	205,000	5.00%	91,225	296,225	250,000	4.60%	148,288	398,288	1,050,000	4.70%	722,414	1,772,414	1,000,000	4.50%	785,905	1,785,905	305,000	4.45%	264,942	569,942	470,000	4.40%	446,447	916,447	265,000	4.35%	274,004	539,004	270,000	4.30%	303,204	573,204	125,000	4.25%	151,254	276,254
2037	220,000	5.00%	80,600	300,600	260,000	4.65%	136,493	396,493	1,105,000	4.70%	671,772	1,776,772	1,045,000	4.80%	738,325	1,783,325	320,000	4.50%	250,956	570,956	490,000	4.45%	425,204	915,204	275,000	4.40%	262,190	537,190	280,000	4.35%	291,309	571,309	130,000	4.30%	145,803	275,803
2038	230,000	5.00%	69,350	299,350	275,000	4.70%	123,985	398,985	1,155,000	4.75%	618,373	1,773,373	1,100,000	4.80%	686,845	1,786,845	335,000	4.80%	235,716	570,716	515,000	4.50%	402,714	917,714	290,000	4.45%	249,688	539,688	295,000	4.40%	278,729	573,729	135,000	4.35%	140,071	275,071
2039	240,000	4.00%	58,800	298,800	285,000	4.80%	110,683	395,683	1,210,000	4.80%	561,902	1,771,902	1,155,000	4.85%	632,436	1,787,436	350,000	4.80%	219,276	569,276	535,000	4.80%	378,287	913,287	300,000	4.50%	236,485	536,485	305,000	4.45%	265,452	570,452	140,000	4.40%	134,055	274,055
2040	250,000	4.00%	49,000	299,000	300,000	4.92%	96,463	396,463	1,275,000	4.90%	501,624	1,776,624	1,210,000	4.90%	574,782	1,784,782	370,000	4.85%	201,904	571,904	565,000	4.80%	351,887	916,887	315,000	4.80%	222,175	537,175	320,000	4.50%	251,466	571,466	145,000	4.45%	127,749	272,749
2041	260,000	4.00%	38,800	298,800	315,000	4.97%	81,255	396,255	1,335,000	5.02%	436,878	1,771,878	1,270,000	5.00%	513,387	1,783,387	385,000	4.90%	183,499	568,499	590,000	4.85%	324,019	914,019	330,000	4.80%	206,695	536,695	335,000	4.80%	236,226	571,226	155,000	4.50%	121,035	276,035
2042	270,000	4.00%	28,200	298,200	335,000	5.02%	65,019	400,019	1,405,000	5.07%	367,753	1,772,753	1,340,000	5.12%	447,333	1,787,333	405,000	5.00%	163,941	568,941	620,000	4.90%	294,522	914,522	345,000	4.85%	190,409	535,409	350,000	4.80%	219,786	569,786	160,000	4.80%	113,708	273,708
2043	280,000	4.00%	17,200	297,200	350,000	5.05%	47,685	397,685	1,480,000	5.12%	294,248	1,774,248	1,410,000	5.17%	376,581	1,786,581	430,000	5.12%	142,808	572,808	655,000	5.00%	262,957	917,957	365,000	4.90%	173,100	538,100	370,000	4.85%	202,414	572,414	170,000	4.80%	105,788	275,788
2044	290,000	4.00%	5,800	295,800	370,000	5.10%	29,325	399,325	1,560,000	5.20%	215,800	1,775,800	1,485,000	5.22%	301,374	1,786,374	450,000	5.17%	120,168	570,168	685,000	5.12%	229,046	914,046	385,000	5.00%	154,533	539,533	390,000	4.90%	183,886	573,886	180,000	4.85%	97,343	277,343
2045					390,000	5.10%	9,945	399,945	1,640,000	5.20%	132,600	1,772,600	1,565,000	5.30%	221,143	1,786,143	475,000	5.22%	96,138	571,138	725,000	5.17%	192,768	917,768	405,000	5.12%	134,540	539,540	405,000	5.00%	164,206	569,206	185,000	4.90%	88,445	273,445
2046									1,730,000	5.20%	44,980	1,774,980	1,650,000	5.30%	135,945	1,785,945	500,000	5.30%	70,490	570,490	760,000	5.22%	154,191	914,191	425,000	5.17%	113,185	538,185	430,000	5.12%	143,073	573,073	195,000	5.00%	79,038	274,038
2047													1,740,000	5.30%	46,110	1,786,110	525,000	5.30%	43,328	568,328	800,000	5.30%	113,155	913,155	445,000	5.22%	90,585	535,585	450,000	5.17%	120,433	570,433	205,000	5.12%	68,915	273,915
2048																	555,000	5.30%	14,708	569,708	845,000	5.30%	69,563	914,563	470,000	5.30%	66,515	536,515	475,000	5.22%	96,403	571,403	215,000	5.17%	58,109	273,109
2049																					890,000	5.30%	23,585	913,585	495,000	5.30%	40,943	535,943	500,000	5.30%	70,755	570,755	230,000	5.22%	46,548	276,548
2050																									525,000	5.30%	13,913	538,913	530,000	5.30%	43,460	573,460	240,000	5.30%	34,185	274,185
2051																													555,000	5.30%	14,708	569,708	255,000	5.30%	21,068	276,068
2052																																	270,000	5.30%	7,155	277,155
TOTALS	3,975,000		1,986,453	5,961,453	5,055,000		2,901,777	7,956,777	22,350,000		13,124,793	35,474,793	22,310,000		13,408,477	35,718,477	7,125,000		4,281,942	11,406,942	11,435,000		6,870,627	18,305,627	6,715,000		4,035,645	10,750,645	7,135,000		4,290,035	11,425,035	3,440,000		2,065,296	5,505,296

PROPOSED Sewer Utility Debt Service Summary				
Total Prin	Total Int	Total P&I	Prin Outstanding	Year
0	0	0	3,975,000	2024
0	0	0	8,885,000	2025
105,000	291,670	396,670	31,005,000	2026
625,000	1,545,149	2,170,149	52,560,000	2027
1,360,000	2,591,358	3,951,358	58,185,000	2028
1,845,000	2,685,401	4,530,401	67,630,000	2029
2,230,000	3,207,210	5,437,210	71,960,000	2030
2,610,000	3,373,763	5,983,763	76,325,000	2031
2,945,000	3,607,180	6,552,180	76,650,000	2032
3,230,000	3,597,072	6,827,072	73,240,000	2033
3,415,000	3,411,895	6,826,895	69,640,000	2034
3,575,000	3,259,310	6,834,310	65,870,000	2035
3,735,000	3,096,456	6,831,456	61,930,000	2036
3,905,000	2,922,050	6,827,050	57,805,000	2037
4,100,000	2,736,120	6,836,120	53,475,000	2038
4,280,000	2,538,575	6,818,575	48,955,000	2039
4,500,000	2,328,048	6,828,048	44,205,000	2040
4,715,000	2,102,993	6,817,993	39,230,000	2041
4,960,000	1,862,469	6,822,469	34,000,000	2042
5,230,000	1,605,579	6,835,579	28,490,000	2043
5,505,000	1,331,473	6,836,473	22,695,000	2044
5,790,000	1,039,784	6,829,784	16,905,000	2045
5,690,000	740,902	6,430,902	11,215,000	2046
4,165,000	482,524	4,647,524	7,050,000	2047
2,560,000	305,296	2,865,296	4,490,000	2048
2,115,000	181,831	2,296,831	2,375,000	2049
1,295,000	91,558	1,386,558	1,080,000	2050
810,000	35,775	845,775	270,000	2051
270,000	7,155	277,155	0	2052
85,565,000	50,978,592	136,543,592		TOTALS

Notes:
1) Rate assumes
2) Rate assumes

Legend:

Legend:
[Maturities subject to optional redemption (callable)

Table 11
Sewer Utility Cash Flow Analysis - Projected 2024-2034
City of Oshkosh, WI

	Estimated 2024	Budget 2025	Projected 2026	2027	2028	2029	2030	2031	2032	2033	2034
Revenues											
Total Revenues from User Rates[1]	$19,417,000	$19,273,111	$20,718,594	$22,272,488	$24,054,288	$25,738,088	$26,767,611	$27,570,640	$28,397,759	$28,965,714	$28,965,714
Percent Increase to User Rates	**6.75%**	**-0.74%**	**7.50%**	**7.50%**	**8.00%**	**7.00%**	**4.00%**	**3.00%**	**3.00%**	**2.00%**	**0.00%**
Cumulative Percent Rate Increase	**6.75%**	**5.96%**	**13.91%**	**22.45%**	**32.24%**	**41.50%**	**47.16%**	**51.58%**	**56.12%**	**59.25%**	**59.25%**
Dollar Amount Increase to Revenues		**-$143,889**	**$1,445,483**	**$1,553,895**	**$1,781,799**	**$1,683,800**	**$1,029,524**	**$803,028**	**$827,119**	**$567,955**	**$0**
Other Revenues											
Interest Income	$1,300,000	$1,000,000	$54,880	$58,613	$64,971	$68,256	$67,330	$71,448	$74,073	$77,758	$76,665
Other Income	$5,000	$5,000	$5,050	$5,101	$5,152	$5,203	$5,255	$5,308	$5,361	$5,414	$5,468
Special Assessments	$0	$0	$95,460	$214,190	$347,820	$434,910	$516,310	$560,310	$609,990	$660,020	$688,700
Total Other Revenues	$1,305,000	$1,005,000	$155,390	$277,903	$417,943	$508,369	$588,895	$637,065	$689,423	$743,192	$770,833
Total Revenues	$20,722,000	$20,278,111	$20,873,984	$22,550,392	$24,472,231	$26,246,456	$27,356,506	$28,207,705	$29,087,182	$29,708,906	$29,736,547
Less: Expenses											
Operating and Maintenance	$8,417,130	$9,122,049	$9,393,750	$9,673,563	$9,961,730	$10,258,501	$10,564,134	$10,878,893	$11,203,052	$11,536,891	$11,880,701
PILOT Payment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net Before Debt Service and Capital Expenditures	$12,304,870	$11,156,061	$11,480,234	$12,876,829	$14,510,501	$15,987,955	$16,792,373	$17,328,812	$17,884,130	$18,172,014	$17,855,846
Debt Service											
Existing Debt P&I	$8,677,553	$8,218,648	$8,025,926	$7,653,093	$7,546,236	$7,437,062	$7,290,627	$6,941,030	$6,592,661	$6,239,295	$5,978,127
New (2024-2033) Debt Service P&I	$0	$0	$396,670	$2,170,149	$3,951,358	$4,530,401	$5,437,210	$5,983,763	$6,552,180	$6,827,072	$6,826,895
Total Debt Service	$8,677,553	$8,218,648	$8,422,596	$9,823,243	$11,497,594	$11,967,463	$12,727,837	$12,924,793	$13,144,841	$13,066,367	$12,805,021
Transfer In (Out)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Less: Capital Improvements/COI	$19,370,212	$10,194,438	$23,914,625	$22,820,125	$8,824,213	$15,825,688	$9,132,488	$10,489,038	$6,705,350	$5,542,700	$6,192,300
Debt Issued/Grants/Aid	$4,277,445	$5,055,000	$22,350,000	$22,310,000	$7,125,000	$11,435,000	$6,715,000	$7,135,000	$3,440,000	$0	$0
Net Annual Cash Flow	**($11,465,450)**	**($2,202,024)**	**$1,493,013**	**$2,543,461**	**$1,313,694**	**($370,195)**	**$1,647,048**	**$1,049,982**	**$1,473,939**	**($437,053)**	**($1,141,475)**
Restricted and Unrestricted Cash Balance:											
Balance at first of year	$35,619,599	$24,154,149	$21,952,125	$23,445,138	$25,988,599	$27,302,293	$26,932,098	$28,579,145	$29,629,127	$31,103,067	$30,666,013
Net Annual Cash Flow Addition/(subtraction)	($11,465,450)	($2,202,024)	$1,493,013	$2,543,461	$1,313,694	($370,195)	$1,647,048	$1,049,982	$1,473,939	($437,053)	($1,141,475)
Balance at end of year	$24,154,149	$21,952,125	$23,445,138	$25,988,599	$27,302,293	$26,932,098	$28,579,145	$29,629,127	$31,103,067	$30,666,013	$29,524,538
"All-in"Debt Coverage	1.42	1.36	1.36	1.31	1.26	1.34	1.32	1.34	1.36	1.39	1.39
Ehlers Target Working Capital	$ 14,869,171	$ 15,289,158	$ 17,009,888	$ 19,051,803	$ 19,770,857	$ 20,778,677	$ 21,250,827	$ 21,746,461	$ 21,913,032	$ 21,895,941	$ 21,354,497
Over (Under) Target Working Capital	$ 9,284,978	$ 6,662,967	$ 6,435,250	$ 6,936,795	$ 7,531,435	$ 6,153,421	$ 7,328,318	$ 7,882,667	$ 9,190,035	$ 8,770,073	$ 8,170,041
Over (Under) Target Working Capital - Unrestricted	($6,057,886)	($5,115,715)	($5,587,789)	($3,845,309)	($3,285,819)	($5,074,228)	($3,789,465)	($3,149,310)	($1,367,961)	($1,787,923)	($2,387,954)

Notes:
1) Assumes no changes in customer count or usage beyond Test Year.
2) Assumes 3.00% annual inflation beyond budget year.

Legend:
Increase depicted to maintain with assumed O&M inflation
Increase needed above inflationary adjustment

Table 12
Sewer Utility Statement of Projected Revenue Bond Coverage
City of Oshkosh, WI

Year	Total Operating Revenues	Less: Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt Total	Future Rev Debt (2024-2034) Total	Total Sewer Debt Service	Coverage	Debt Service Capacity @ 1.1x
2024	20,722,000	(8,417,130)	12,304,870	7,993,509	-	7,993,509	1.54	3,192,736
2025	20,278,111	(9,122,049)	11,156,061	7,683,035	-	7,683,035	1.45	2,458,838
2026	20,873,984	(9,393,750)	11,480,234	7,594,001	396,670	7,990,671	1.44	2,445,905
2027	22,550,392	(9,673,563)	12,876,829	7,470,387	2,170,149	9,640,536	1.34	2,065,672
2028	24,472,231	(9,961,730)	14,510,501	7,368,230	3,951,358	11,319,588	1.28	1,871,776
2029	26,246,456	(10,258,501)	15,987,955	7,383,843	4,530,401	11,914,244	1.34	2,620,261
2030	27,356,506	(10,564,134)	16,792,373	7,238,561	5,437,210	12,675,772	1.32	2,590,022
2031	28,207,705	(10,878,893)	17,328,812	6,885,242	5,983,763	12,869,005	1.35	2,884,460
2032	29,087,182	(11,203,052)	17,884,130	6,538,311	6,552,180	13,090,491	1.37	3,167,809
2033	29,708,906	(11,536,891)	18,172,014	6,176,595	6,827,072	13,003,667	1.40	3,516,346
2034	29,736,547	(11,880,701)	17,855,846	5,917,227	6,826,895	12,744,121	1.40	3,488,466

Table 13
Sewer Utility Statement of Projected Revenue Bond Coverage - PY
City of Oshkosh, WI

Audit Year	Prior Year Total Operating Revenues	Less: Prior Year Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt Total	Future Rev Debt (2024-2034) Total	Total Sewer Debt Service	Coverage	Debt Service Capacity @ 1.1x
2024	19,677,659	(7,583,354)	12,094,305	7,993,509	-	7,993,509	1.51	3,001,313
2025	20,722,000	(8,417,130)	12,304,870	7,683,035	-	7,683,035	1.60	3,503,210
2026	20,278,111	(9,122,049)	11,156,061	7,594,001	396,670	7,990,671	1.40	2,151,202
2027	20,873,984	(9,393,750)	11,480,234	7,470,387	2,170,149	9,640,536	1.19	796,040
2028	22,550,392	(9,673,563)	12,876,829	7,368,230	3,951,358	11,319,588	1.14	386,620
2029	24,472,231	(9,961,730)	14,510,501	7,383,843	4,530,401	11,914,244	1.22	1,277,120
2030	26,246,456	(10,258,501)	15,987,955	7,238,561	5,437,210	12,675,772	1.26	1,858,733
2031	27,356,506	(10,564,134)	16,792,373	6,885,242	5,983,763	12,869,005	1.30	2,396,788
2032	28,207,705	(10,878,893)	17,328,812	6,538,311	6,552,180	13,090,491	1.32	2,662,974
2033	29,087,182	(11,203,052)	17,884,130	6,176,595	6,827,072	13,003,667	1.38	3,254,633
2034	29,708,906	(11,536,891)	18,172,014	5,917,227	6,826,895	12,744,121	1.43	3,775,892

Notes:
1) Using previous year operating revenues less expenses and current year's debt.

Table 14
Stormwater Utility - Capital Improvement Plan
City of Oshkosh, WI

Projects	Funding	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Totals
SW: Replace Street Sweepers	Revenue Debt	350,000		360,000		375,000		375,000				*1,460,000*
WW: Replace Jetter Vacs (50%S & 50%SW)	Revenue Debt	350,000		350,000					362,500			*1,062,500*
SW: #57 Vac All Catch Basin Cleaner	Revenue Debt				350,000							*350,000*
UI: Asphalt Project (Annual)	Revenue Debt		50,000	75,000	50,000	75,000	75,000	75,000	75,000	75,000	75,000	*625,000*
UI: Anchorage Watershed RR-Libbey Storm Sewe	Revenue Debt				50,000	1,149,000						*1,199,000*
UI: Gallups-Merritts Creek Watershed	Revenue Debt				1,500,000							*1,500,000*
UI: Bay Shore Dr Reconst	Revenue Debt	473,000										*473,000*
UI: Bay Street Reconstruction	Revenue Debt	137,000										*137,000*
UI: Central Street Reconstruction	Revenue Debt	416,000										*416,000*
UI: Jackson Stret/Oregon Street Reconstruction	Revenue Debt	50,000				238,500						*288,500*
UI: Michigan Street Reconstruction	Revenue Debt	2,104,000										*2,104,000*
UI: Nebraska Sanitary Intrcptr Sewer	Revenue Debt	100,000										*100,000*
UI: West 11th Avenue Reconstruction	Revenue Debt	1,418,000										*1,418,000*
UI: Waugoo Avenue Reconstruction	Revenue Debt	813,000										*813,000*
UI: W 15th Avenue Reconstruction	Revenue Debt	1,854,000										*1,854,000*
UI: Ohio Street Reconstruction	Revenue Debt		494,700									*494,700*
UI: Scott Avenue Reconstruction	Revenue Debt		1,403,200									*1,403,200*
UI: West 16th Avenue Reconstruction	Revenue Debt		557,000									*557,000*
UI: Bowen Street Reconstruction	Revenue Debt		50,000	2,308,700								*2,358,700*
UI: Lakeview San Pump/SW Lift Station Replacem	Revenue Debt			438,000		2,500,000						*2,938,000*
UI: Scott Ave Reconstruction	Revenue Debt			841,200								*841,200*
UI: WWTP SW Outfall Construction	Revenue Debt			809,000								*809,000*
UI: West 14th Avenue Reconstruction	Revenue Debt			1,691,000								*1,691,000*
UI: Wright Street Reconstruction	Revenue Debt			620,700								*620,700*
UI: Bowen Street Reconstruction	Revenue Debt				645,000							*645,000*
UI: Grand Street Reconstruction	Revenue Debt				208,000							*208,000*
UI: Hudson Avenue Reconstruction	Revenue Debt				414,000							*414,000*
UI: Madison Street Reconstruction	Revenue Debt				275,000							*275,000*
UI: Mill Street Reconstruction	Revenue Debt				220,000							*220,000*
UI: Pleasant Street Reconstruction	Revenue Debt				275,000							*275,000*
UI: Bowen Street Reconstruction	Revenue Debt					1,143,000						*1,143,000*
UI: Merritt Avenue Reconstruction	Revenue Debt					3,481,200						*3,481,200*
UI: S Main Street Reconstruction	Revenue Debt			75,000								*75,000*
UI: S Washburn Asphalt Const-W Waukau	Revenue Debt						25,000					*25,000*
UI: Van Buren Avenue Reconstruction	Revenue Debt						746,200					*746,200*
UI: West 19th Avenue Reconstruction	Revenue Debt						1,031,000					*1,031,000*
UI: Woodland Ave Reconstruction	Revenue Debt						539,000					*539,000*
UI: Fernau Watershed Detention Basin (Hoffmaste	Revenue Debt						50,000	5,000,000				*5,050,000*
UI: S Main St Reconstruction	Revenue Debt							3,312,200				*3,312,200*
UI: Woodland Ave Reconstruction	Revenue Debt							228,000				*228,000*
UI: Jefferson Street Reconstruction	Revenue Debt								1,604,700			*1,604,700*
UI: N Eagle St Reconst	Revenue Debt								740,500			*740,500*
UI: N Sawyer St Reconstruction	Revenue Debt									1,575,200		*1,575,200*
UI: W 4th Avenue Reconstruction	Revenue Debt									467,700		*467,700*
UI: Nebraska Street Reconstruction	Revenue Debt										621,700	*621,700*
UI: W 9th Ave Reconstruction	Revenue Debt										1,519,200	*1,519,200*
												0
Special Assessments												*0*
UI: Mini Storm Sewers/Storm Laterals	Special Assessment	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	*250,000*
UI: Bay Shore Dr Reconst	Special Assessment	37,000										*37,000*
UI: Bay Street Reconstruction	Special Assessment	11,000										*11,000*
UI: Central Street Reconstruction	Special Assessment	55,000										*55,000*
UI: Jackson Stret/Oregon Street Reconstruction	Special Assessment					25,000						*25,000*

UI: Michigan Street Reconstruction	Special Assessment	16,000										*16,000*
UI: West 11th Avenue Reconstruction	Special Assessment	8,000										*8,000*
UI: Waugoo Avenue Reconstruction	Special Assessment	27,000										*27,000*
UI: W 15th Avenue Reconstruction	Special Assessment	64,000										*64,000*
UI: Clairville Road Swr & Wtr Ext	Special Assessment											*0*
UI: Ohio Street Reconstruction	Special Assessment		44,300									*44,300*
UI: Scott Avenue Reconstruction	Special Assessment		45,800									*45,800*
UI: West 16th Avenue Reconstruction	Special Assessment		63,000									*63,000*
UI: Bowen Street Reconstruction	Special Assessment			97,300								*97,300*
UI: Scott Avenue Reconstruction	Special Assessment			21,800								*21,800*
UI: West 14th Avenue Reconstruction	Special Assessment			60,000								*60,000*
UI: Wright Street Reconstruction	Special Assessment			32,300								*32,300*
UI: Bowen Street Reconstruction	Special Assessment				34,000							*34,000*
UI: Grand Street Reconstruction	Special Assessment				8,000							*8,000*
UI: Hudson Avenue Reconstruction	Special Assessment				22,000							*22,000*
UI: Madison Street Reconstruction	Special Assessment				24,000							*24,000*
UI: Mill Street Reconstruction	Special Assessment				8,000							*8,000*
UI: Pleasant Street Reconstruction	Special Assessment				24,000							*24,000*
UI: Bowen Street Reconstruction	Special Assessment					57,000						*57,000*
UI: Merritt Avenue Reconstruction	Special Assessment					87,800						*87,800*
UI: Van Buren Avenue Reconstruction	Special Assessment						24,800					*24,800*
UI: West 19th Avenue Reconstruction	Special Assessment						21,000					*21,000*
UI: Woodland Ave Reconstruction	Special Assessment						27,000					*27,000*
UI: S Main St Reconstruction	Special Assessment							51,800				*51,800*
UI: Jefferson Street Reconstruction	Special Assessment								65,300			*65,300*
UI: N Eagle St Reconst	Special Assessment								15,500			*15,500*
UI: N Sawyer St Reconstruction	Special Assessment									18,800		*18,800*
UI: W 4th Avenue Reconstruction	Special Assessment									14,300		*14,300*
UI: Nebraska Street Reconstruction	Special Assessment										20,300	*20,300*
UI: W 9th Ave Reconstruction	Special Assessment										72,800	*72,800*
												0
Stormwater Cash Funded Projects												*0*
UI: Concrete Pavement Repairs (Annual)	Cash	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	*750,000*
UI: 20-91 Up-Front Engineering Services	Cash	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	*900,000*
UI: Mini Storm Sewers/Storm Laterals	Cash	475,000	475,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	*5,950,000*
SW: Leaf Blowers-Storm Water	Cash		80,000	80,000		85,000			85,000			*330,000*
SW: Replace Trailered Water Pumps	Cash									50,000		*50,000*
SW: #107 Zero-Turn Lawn Mower	Cash						18,500					*18,500*
SW: #101 Trailered Wood Chipper	Cash									35,000		*35,000*
												0
Prior Year Funding												*0*
UI: Fernau Ave Construction	Prior Year	3,300,000										*3,300,000*
UI: Central St Reconstruction	Prior Year	500,000										*500,000*
UI: Michigan Street Reconstruction	Prior Year	1,500,000										*1,500,000*
UI: Ohio St Reconstruction	Prior Year		500,000									*500,000*
UI: W 16th Ave Reconstruction	Prior Year		1,000,000									*1,000,000*
Actual CIP Costs		**14,248,000**	**4,953,000**	**8,675,000**	**4,922,000**	**10,031,500**	**3,372,500**	**9,857,000**	**3,763,500**	**3,051,000**	**3,124,000**	**65,997,500**

Sources of Funding		**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	
G.O. Debt		0	0	0	0	0	0	0	0	0	0	*0*
Revenue Debt		8,065,000	2,554,900	7,568,600	3,987,000	8,961,700	2,466,200	8,990,200	2,782,700	2,117,900	2,215,900	*49,710,100*
Grants/Aids		0	0	0	0	0	0	0	0	0	0	*0*
Special Assessment		243,000	178,100	236,400	145,000	194,800	97,800	76,800	105,800	58,100	118,100	*1,453,900*
User Fees		0	0	0	0	0	0	0	0	0	0	*0*
Tax Levy		0	0	0	0	0	0	0	0	0	0	*0*
Prior Year Funding		5,300,000	1,500,000	0	0	0	0	0	0	0	0	*6,800,000*
Cash		640,000	720,000	870,000	790,000	875,000	808,500	790,000	875,000	875,000	790,000	*8,033,500*
Total		**14,248,000**	**4,953,000**	**8,675,000**	**4,922,000**	**10,031,500**	**3,372,500**	**9,857,000**	**3,763,500**	**3,051,000**	**3,124,000**	**65,997,500**

Notes:

Table 15
Capital Improvements Financing Plan - Storm
City of Oshkosh, WI

		2025		2026		2027		2028		2029		2031
		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds		Revenue Bonds
		2025 Storm Projects		2026 Storm Projects		2027 Storm Projects		2028 Storm Projects		2029 Storm Projects		2031 Storm Projects
CIP Projects[1]		**8,065,000**		**2,554,900**		**7,568,600**		**3,987,000**		**8,961,700**		**8,990,200**
Less Other Available Revenues												
Cash Available		-		-		(1,000,000)		-		(4,000,000)		(4,500,000)
Net Borrowing Requirement		**8,065,000**		**2,554,900**		**6,568,600**		**3,987,000**		**4,961,700**		**4,490,200**
Debt Service Reserve												
Debt Service Reserve Funds On Hand		(8,715,419)		(9,191,770)		(9,416,813)		(10,005,098)		(10,359,526)		(10,802,997)
New Debt Service Reserve Requirement		9,191,770		9,416,813		10,005,098		10,359,526		10,802,997		9,591,993
Subtotal Reserve Fund Requirement		476,351		225,044		588,285		354,428		443,471		(1,211,003)
Estimated Issuance Expenses		**230,088**		**116,450**		**217,050**		**146,900**		**196,238**		**170,163**
Municipal Advisor (Ehlers)		73,300		43,600		77,700		54,300		79,200		80,000
Bond Counsel (Chapman)		25,000		20,000		25,000		20,000		25,000		25,000
Rating Fee - Moody's		22,000		16,000		22,000		16,000		22,000		22,000
Maximum Underwriter's Discount	12.50	108,938	12.50	36,000	12.50	91,500	12.50	55,750	12.50	69,188	12.50	42,313
Paying Agent		850		850		850		850		850		850
Subtotal Issuance Expenses		230,088		116,450		217,050		146,900		196,238		170,163
TOTAL TO BE FINANCED		**8,771,439**		**2,896,394**		**7,373,935**		**4,488,328**		**5,601,408**		**3,449,359**
Estimated Interest Earnings	3.00%	(60,488)	3.00%	(19,162)	3.00%	(56,765)	3.00%	(29,903)	3.00%	(67,213)	3.00%	(67,427)
Assumed spend down (months)	3.00		3.00		3.00		3.00		3.00		3.00	
Rounding		4,049		2,768		2,830		1,575		805		3,067
NET BOND SIZE		**8,715,000**		**2,880,000**		**7,320,000**		**4,460,000**		**5,535,000**		**3,385,000**

Notes:
1) Source of Project Totals

Table 16
Stormwater Utility Projected Debt Service Payments (PROPOSED)
City of Oshkosh, WI

NAME	2025 Revenue Bonds				2026 Revenue Bonds				2027 Revenue Bonds				2028 Revenue Bonds				2029 Revenue Bonds				2031 Revenue Bonds				PROPOSED Stormwater Debt Service Summary				
AMT DATED MATURE RATE	$8,715,000 8/1/2025				$2,880,000 8/1/2026				$7,320,000 8/1/2027				$4,460,000 8/1/2028				$5,535,000 8/1/2029				$3,385,000 8/1/2031								
Year	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Total Prin	Total Int	Total P&I	Prin Outstanding	Year
2024																									0	0	0		**2024**
2025																									0	0	0	8,715,000	**2025**
2026	185,000	4.20%	502,709	687,709																					185,000	502,709	687,709	11,410,000	**2026**
2027	295,000	4.10%	391,458	686,458	55,000	4.30%	170,266	225,266																	350,000	561,724	911,724	18,380,000	**2027**
2028	305,000	4.00%	379,311	684,311	90,000	4.20%	132,904	222,904	145,000	4.40%	440,984	585,984													540,000	953,198	1,493,198	22,300,000	**2028**
2029	320,000	4.05%	366,731	686,731	95,000	4.10%	129,066	224,066	240,000	4.30%	343,800	583,800	90,000	4.40%	268,652	358,652									745,000	1,108,248	1,853,248	27,090,000	**2029**
2030	330,000	4.10%	353,486	683,486	100,000	4.15%	125,044	225,044	255,000	4.20%	333,285	588,285	145,000	4.30%	209,428	354,428	110,000	4.40%	333,471	443,471					940,000	1,354,712	2,294,712	26,150,000	**2030**
2031	345,000	4.15%	339,562	684,562	105,000	4.20%	120,764	225,764	265,000	4.25%	322,298	587,298	155,000	4.20%	203,056	358,056	185,000	4.30%	259,895	444,895					1,055,000	1,245,574	2,300,574	28,480,000	**2031**
2032	360,000	4.20%	324,843	684,843	110,000	4.25%	116,221	226,221	275,000	4.30%	310,755	585,755	160,000	4.25%	196,401	356,401	190,000	4.20%	251,928	441,928	65,000	4.40%	204,075	269,075	1,160,000	1,404,222	2,564,222	27,320,000	**2032**
2033	375,000	4.25%	309,314	684,314	115,000	4.30%	111,411	226,411	285,000	4.35%	298,643	583,643	170,000	4.30%	189,346	359,346	200,000	4.25%	243,688	443,688	110,000	4.30%	159,179	269,179	1,255,000	1,311,581	2,566,581	26,065,000	**2033**
2034	395,000	4.30%	292,853	687,853	120,000	4.35%	106,329	226,329	300,000	4.40%	285,845	585,845	175,000	4.35%	181,884	356,884	210,000	4.30%	234,923	444,923	115,000	4.20%	154,399	269,399	1,315,000	1,256,232	2,571,232	24,750,000	**2034**
2035	410,000	4.60%	274,931	684,931	130,000	4.40%	100,859	230,859	315,000	4.45%	272,236	587,236	185,000	4.40%	174,008	359,008	215,000	4.35%	225,731	440,731	120,000	4.25%	149,434	269,434	1,375,000	1,197,198	2,572,198	23,375,000	**2035**
2036	430,000	4.60%	255,611	685,611	135,000	4.70%	94,826	229,826	330,000	4.50%	257,802	587,802	190,000	4.45%	165,711	355,711	225,000	4.40%	216,105	441,105	125,000	4.30%	144,197	269,197	1,435,000	1,134,251	2,569,251	21,940,000	**2036**
2037	450,000	4.65%	235,258	685,258	145,000	4.70%	88,246	233,246	345,000	4.80%	242,097	587,097	200,000	4.50%	156,983	356,983	235,000	4.45%	205,926	440,926	135,000	4.35%	138,573	273,573	1,510,000	1,067,083	2,577,083	20,430,000	**2037**
2038	470,000	4.70%	213,751	683,751	150,000	4.75%	81,276	231,276	360,000	4.80%	225,177	585,177	210,000	4.80%	147,443	357,443	250,000	4.50%	195,073	445,073	140,000	4.40%	132,557	272,557	1,580,000	995,276	2,575,276	18,850,000	**2038**
2039	495,000	4.80%	190,826	685,826	160,000	4.80%	73,874	233,874	380,000	4.85%	207,322	587,322	220,000	4.80%	137,123	357,123	260,000	4.80%	183,208	443,208	145,000	4.45%	126,250	271,250	1,660,000	918,602	2,578,602	17,190,000	**2039**
2040	520,000	4.92%	166,154	686,154	165,000	4.90%	65,991	230,991	395,000	4.90%	188,430	583,430	230,000	4.85%	126,266	356,266	275,000	4.80%	170,368	445,368	150,000	4.50%	119,649	269,649	1,735,000	836,856	2,571,856	15,455,000	**2040**
2041	545,000	4.97%	139,818	684,818	175,000	5.02%	57,556	232,556	420,000	5.00%	168,252	588,252	240,000	4.90%	114,808	354,808	285,000	4.85%	156,856	441,856	160,000	4.80%	112,434	272,434	1,825,000	749,725	2,574,725	13,630,000	**2041**
2042	575,000	5.02%	111,843	686,843	185,000	5.07%	48,474	233,474	440,000	5.12%	146,488	586,488	255,000	5.00%	102,553	357,553	300,000	4.90%	142,595	442,595	165,000	4.80%	104,634	269,634	1,920,000	656,586	2,576,586	11,710,000	**2042**
2043	605,000	5.10%	81,983	686,983	195,000	5.12%	38,792	233,792	460,000	5.17%	123,333	583,333	265,000	5.12%	89,394	354,394	315,000	5.00%	127,370	442,370	175,000	4.85%	96,430	271,430	2,015,000	557,302	2,572,302	9,695,000	**2043**
2044	635,000	5.10%	50,363	685,363	205,000	5.20%	28,470	233,470	485,000	5.22%	98,784	583,784	280,000	5.17%	75,372	355,372	330,000	5.12%	111,047	441,047	185,000	4.90%	87,654	272,654	2,120,000	451,689	2,571,689	7,575,000	**2044**
2045	670,000	5.10%	17,085	687,085	215,000	5.20%	17,550	232,550	515,000	5.30%	72,478	587,478	295,000	5.22%	60,435	355,435	350,000	5.17%	93,552	443,552	195,000	5.00%	78,247	273,247	2,240,000	339,345	2,579,345	5,335,000	**2045**
2046					230,000	5.20%	5,980	235,980	540,000	5.30%	44,520	584,520	315,000	5.30%	44,388	359,388	370,000	5.22%	74,847	444,847	205,000	5.12%	68,124	273,124	1,660,000	237,858	1,897,858	3,675,000	**2046**
2047									570,000	5.30%	15,105	585,105	330,000	5.30%	27,295	357,295	390,000	5.30%	54,855	444,855	215,000	5.17%	57,318	272,318	1,505,000	154,573	1,659,573	2,170,000	**2047**
2048													350,000	5.30%	9,275	359,275	410,000	5.30%	33,655	443,655	225,000	5.22%	45,888	270,888	985,000	88,818	1,073,818	1,185,000	**2048**
2049																	430,000	5.30%	11,395	441,395	240,000	5.30%	33,655	273,655	670,000	45,050	715,050	515,000	**2049**
2050																					250,000	5.30%	20,670	270,670	250,000	20,670	270,670	265,000	**2050**
2051																					265,000	5.30%	7,023	272,023	265,000	7,023	272,023	0	**2051**
TOTALS	**8,715,000**		**4,997,885**	**13,712,885**	**2,880,000**		**1,713,895**	**4,593,895**	**7,320,000**		**4,397,631**	**11,717,631**	**4,460,000**		**2,679,818**	**7,139,818**	**5,535,000**		**3,326,485**	**8,861,485**	**3,385,000**		**2,040,387**	**5,425,387**	**32,295,000**	**19,156,101**	**51,451,101**		**TOTALS**

Table 17
Stormwater Utility Cash Flow Analysis - Projected 2024-2034
City of Oshkosh, WI

	Est.	Budget				Projected					
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Revenues											
Total Revenues from User Rates	$15,165,000	$15,957,806	$16,052,026	$16,283,806	$16,597,482	$16,917,432	$16,997,813	$16,997,813	$16,997,813	$16,997,813	$16,997,813
Percent Increase to User Rates	**0.00%**	**2.50%**	**0.00%**	**2.00%**	**2.00%**	**2.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**
Cumulative Percent Rate Increase	**0.00%**	**2.50%**	**2.50%**	**4.55%**	**6.64%**	**8.77%**	**8.77%**	**8.77%**	**8.77%**	**8.77%**	**8.77%**
Dollar Amount Increase to Revenues	**$967,851**	**$792,806**	**$94,220**	**$231,780**	**$313,676**	**$319,950**	**$80,381**	**$0**	**$0**	**$0**	**$0**
Other Revenues											
Interest Income	$1,670,000	$115,431	$105,289	$110,864	$119,149	$130,744	$123,052	$119,497	$106,545	$106,156	$111,111
Other Income	$2,500	$2,525	$2,550	$2,576	$2,602	$2,628	$2,654	$2,680	$2,707	$2,734	$2,762
Special Assessments	$0	$0	$24,300	$42,110	$65,750	$80,250	$99,730	$109,510	$117,190	$127,770	$133,580
Total Other Revenues	$1,672,500	$117,956	$132,140	$155,549	$187,500	$213,621	$225,436	$231,688	$226,442	$236,661	$247,452
Total Revenues	$16,837,500	$16,075,762	$16,184,165	$16,439,355	$16,784,983	$17,131,053	$17,223,249	$17,229,501	$17,224,256	$17,234,474	$17,245,265
Less: Expenses											
Operating and Maintenance	$3,011,456	$3,308,456	$3,390,842	$3,475,282	$3,561,826	$3,650,527	$3,741,438	$3,834,616	$3,930,115	$4,027,995	$4,128,314
PILOT Payment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Net Before Debt Service and Capital Expenditures	$13,826,044	$12,767,306	$12,793,323	$12,964,073	$13,223,157	$13,480,526	$13,481,811	$13,394,885	$13,294,141	$13,206,479	$13,116,952
Debt Service											
Existing Debt P&I	$9,047,475	$9,032,475	$8,801,319	$8,823,247	$8,802,131	$8,472,847	$8,525,544	$7,042,569	$7,044,197	$6,598,041	$5,508,388
New (2024-2033) Debt Service P&I	$0	$0	$687,709	$911,724	$1,493,198	$1,853,248	$2,294,712	$2,300,574	$2,564,222	$2,566,581	$2,571,232
Total Debt Service	$9,047,475	$9,032,475	$9,489,028	$9,734,971	$10,295,330	$10,326,095	$10,820,256	$9,343,143	$9,608,418	$9,164,621	$8,079,619
Transfer In (Out)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Less: Capital Improvements/COI	$15,427,042	$14,478,088	$5,069,450	$8,892,050	$5,068,900	$10,227,738	$3,372,500	$10,027,163	$3,763,500	$3,051,000	$3,124,000
Debt Proceeds	$0	$8,715,000	$2,880,000	$7,320,000	$4,460,000	$5,535,000	$0	$3,385,000	$0	$0	$0
Net Annual Cash Flow	**($10,648,473)**	**($2,028,257)**	**$1,114,845**	**$1,657,053**	**$2,318,927**	**($1,538,306)**	**($710,945)**	**($2,590,420)**	**($77,778)**	**$990,858**	**$1,913,332**
Restricted and Unrestricted Cash Balance:											
Balance at first of year	$33,734,624	$23,086,151	$21,057,894	$22,172,739	$23,829,792	$26,148,718	$24,610,412	$23,899,467	$21,309,047	$21,231,269	$22,222,127
Net Annual Cash Flow Addition/(Subtraction)	($10,648,473)	($2,028,257)	$1,114,845	$1,657,053	$2,318,927	($1,538,306)	($710,945)	($2,590,420)	($77,778)	$990,858	$1,913,332
Balance at end of year	$23,086,151	$21,057,894	$22,172,739	$23,829,792	$26,148,718	$24,610,412	$23,899,467	$21,309,047	$21,231,269	$22,222,127	$24,135,460
"All-in" Debt Coverage	1.53	1.41	1.35	1.33	1.28	1.31	1.25	1.43	1.38	1.44	1.62
Ehlers Target Working Capital	$ 12,086,703	$ 12,741,242	$ 13,116,502	$ 13,824,533	$ 13,992,815	$ 14,642,286	$ 13,289,583	$ 13,712,659	$ 13,367,386	$ 12,375,791	$ 11,861,720
Over (Under) Target Working Capital	$ 10,999,448	$ 8,316,653	$ 9,056,237	$ 10,005,258	$ 12,155,903	$ 9,968,126	$ 10,609,884	$ 7,596,388	$ 7,863,883	$ 9,846,336	$ 12,273,740
Over (Under) Target Working Capital - Unrestricted	($1,972,142)	($875,117)	($360,577)	$160	$1,796,377	($834,870)	($193,113)	($1,995,606)	($1,728,110)	$254,343	$2,681,746

Notes:
1) Assumes no changes in number of ERUs beyond Test Year.
2) Assumes 2.50% annual inflation beyond budget year.

Table 18
Stormwater Utility Statement of Projected Revenue Bond Coverage
City of Oshkosh, WI

Year	Total Operating Revenues	Less: Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt Total	Future Rev Debt (2024-2034) Total	Total Storm Debt Service	Coverage	Debt Service Capacity @ 1.2x
2024	16,837,500	(3,011,456)	13,826,044	8,609,281	-	8,609,281	1.61	7,174,399
2025	16,075,762	(3,308,456)	12,767,306	8,610,606	-	8,610,606	1.48	7,175,504
2026	16,184,165	(3,390,842)	12,793,323	8,390,625	687,709	9,078,334	1.41	6,992,186
2027	16,439,355	(3,475,282)	12,964,073	8,428,734	911,724	9,340,458	1.39	7,023,944
2028	16,784,983	(3,561,826)	13,223,157	8,423,656	1,493,198	9,916,855	1.33	7,019,712
2029	17,131,053	(3,650,527)	13,480,526	8,460,266	1,853,248	10,313,514	1.31	7,050,220
2030	17,223,249	(3,741,438)	13,481,811	8,508,284	2,294,712	10,802,997	1.25	7,090,236
2031	17,229,501	(3,834,616)	13,394,885	7,025,713	2,300,574	9,326,287	1.44	5,854,759
2032	17,224,256	(3,930,115)	13,294,141	7,027,772	2,564,222	9,591,993	1.39	5,856,475
2033	17,234,474	(4,027,995)	13,206,479	6,577,141	2,566,581	9,143,721	1.44	5,480,949
2034	17,245,265	(4,128,314)	13,116,952	5,488,088	2,571,232	8,059,319	1.63	4,573,405

Table 19
Stormwater Utility Statement of Projected Revenue Bond Coverage - PY

City of Oshkosh, WI

Audit Year	Prior Year Total Operating Revenues	Less: Prior Year Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt Total	Future Rev Debt (2024-2034) Total	Total Storm Debt Service	Coverage	Debt Service Capacity @ 1.2x
2024	15,808,278	(2,740,645)	13,067,633	8,609,281	-	8,609,281	1.52	7,174,399
2025	16,837,500	(3,011,456)	13,826,044	8,610,606	-	8,610,606	1.61	7,175,504
2026	16,075,762	(3,308,456)	12,767,306	8,390,625	687,709	9,078,334	1.41	6,992,186
2027	16,184,165	(3,390,842)	12,793,323	8,428,734	911,724	9,340,458	1.37	7,023,944
2028	16,439,355	(3,475,282)	12,964,073	8,423,656	1,493,198	9,916,855	1.31	7,019,712
2029	16,784,983	(3,561,826)	13,223,157	8,460,266	1,853,248	10,313,514	1.28	7,050,220
2030	17,131,053	(3,650,527)	13,480,526	8,508,284	2,294,712	10,802,997	1.25	7,090,236
2031	17,223,249	(3,741,438)	13,481,811	7,025,713	2,300,574	9,326,287	1.45	5,854,759
2032	17,229,501	(3,834,616)	13,394,885	7,027,772	2,564,222	9,591,993	1.40	5,856,475
2033	17,224,256	(3,930,115)	13,294,141	6,577,141	2,566,581	9,143,721	1.45	5,480,949
2034	17,234,474	(4,027,995)	13,206,479	5,488,088	2,571,232	8,059,319	1.64	4,573,405

Notes:

1) Using previous year operating revenues less expenses and current year's debt.

Table 20
Stormwater Utility Estimated ERU Impact Analysis
City of Oshkosh, WI

Year	Annual Rate Per ERU	Monthly Rate Per ERU	Percentage Rate Increase	Annual Dollar Increase	Monthly Dollar Increase
2015	$136.60	$11.38			
2016	$148.88	$12.41	0.00%	$12.28	$1.02
2017	$160.05	$13.34	7.50%	$11.17	$0.93
2018	$172.05	$14.34	7.50%	$12.00	$1.00
2019	$184.09	$15.34	7.00%	$12.04	$1.00
2020	$196.98	$16.41	7.00%	$12.89	$1.07
2021	$210.77	$17.56	7.00%	$13.79	$1.15
2022	$223.41	$18.62	6.00%	$12.65	$1.05
2023	$237.94	$19.83	6.50%	$14.52	$1.21
2024	$237.94	$19.83	0.00%	$0.00	$0.00
2025	$243.84	$20.32	2.50%	$5.90	$0.49
2026	$243.84	$20.32	0.00%	$0.00	$0.00
2027	$248.72	$20.73	2.00%	$4.88	$0.41
2028	$253.69	$21.14	2.00%	$4.97	$0.41
2029	$258.76	$21.56	2.00%	$5.07	$0.42
2030	$258.76	$21.56	0.00%	$0.00	$0.00
2031	$258.76	$21.56	0.00%	$0.00	$0.00
2032	$258.76	$21.56	0.00%	$0.00	$0.00
2033	$258.76	$21.56	0.00%	$0.00	$0.00
2033	$258.76	$21.56	0.00%	$0.00	$0.00

TO:	Honorable Mayor and Members of the Common Council
FROM:	Julie Calmes, Finance Director
DATE:	December 10, 2024
SUBJECT:	Res 24-685 Approve 2025 Fees and Charges Schedule

BACKGROUND

One of the annual goals of the Finance Department is to complete a comprehensive review of the fees and charges for the City.

ANALYSIS

The Finance Department has prepared a complete list of all the various fees and charges assessed to the public. The listing is compiled by department or activity level and includes a description of the 2025 proposed rate, the prior (or current rate), the basis for the fee, and additional notes.

Please note that only the fees in the 2025 Proposed Rate column, which are highlighted, are the ones that are proposed to be changed. The staff provide a comprehensive list so that you can see all the fees.

RECOMMENDATION

Staff recommends that Council pass this resolution.

Attachments

RES 24-685
Attachment to Res 24-685 - 2025 Fees and Charges Schedule - Revised

12/10/2024	24-685	RESOLUTION
CARRIED	7-0	

PURPOSE: APPROVE 2025 FEES AND CHARGES

INITIATED BY: FINANCE DEPARTMENT

WHEREAS, the City charges fees for various services; and

WHEREAS, the City Council annually reviews City Fees and provides a comprehensive schedule of all fees within a single document.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the attached fee schedule, including the proposed increases in certain fees as noted, is hereby approved and adopted.

Department / Division	*Type*	*Fee / Charge Description*	*2025 Rate / Amount*	*Prior Rate / Amount*	*Basis for the Fee*	*Notes for Council*
ALL DEPARTMENTS			**ALL DEPARTMENTS**			
ALL DEPARTMENTS	Charge	For ALL Departments (excluding Library): Copies 8-1/2 x 11, 8-1/2 x 14, and 11 x 17	$0.25 per photocopy and $1.00 per page to fax	$0.25 per photocopy and $1.00 per page to fax	Cost Recovery	
CLERK			**CITY CLERK**			
CLERK	License	Class A Fermented Malt / Beer	$100.00	$100.00	Partial Cost Recovery - Minimum set by Statute	
CLERK	License	Class A Beer / Liquor	$600.00 new / $450.00 renewal	$500.00 new / $350.00 renewal	Partial Cost Recovery - Minimum set by Statute	
CLERK	License	Class B Fermented Malt / Beer	$100.00	$100.00	Partial Cost Recovery - Minimum set by Statute	
CLERK	License	Class B Beer / Liquor	$600.00 new / $450.00 renewal	$500.00 new / $350.00 renewal	Partial Cost Recovery - Minimum set by Statute	
CLERK	License	Reserve Liquor License	$10,000.00	$10,000.00	Partial Cost Recovery - Maximum set by Statute	
CLERK	License	Class C Wine	$100.00	$100.00	Partial Cost Recovery - Minimum set by Statute	
CLERK	License	Special Class B (Picnic) per event	$10.00	$10.00	Partial Cost Recovery - Maximum set by Statute	
CLERK	License	Change of Agent	$10.00	$10.00	Partial Cost Recovery - Maximum set by Statute	
CLERK	License	Operator (bartender) - two year license and renewal	$60.00	$60.00	Partial Cost Recovery - Maximum set by Statute	
CLERK	License	Cigarette's	$100.00	$100.00	Partial Cost Recovery - Maximum set by Statute	
CLERK	License	Amusement/Mechanical Device	$20.00 per device	$20.00 per device	Partial Cost Recovery	
CLERK	License	Bowling Alley	$10.00 per lane	$10.00 per lane	Partial Cost Recovery	
CLERK	License	Pawnbroker	$210.00	$210.00	Partial Cost Recovery - Maximum set by Statute	
CLERK	License	Second Hand Article / Jewelry	article $27.50 / jewelry $30.00	article $27.50 / jewelry $30.00	Partial Cost Recovery - Maximum set by Statute	
CLERK	License	Salvage Dealer / Junk Collector	$0.00	$0.00	Partial Cost Recovery - Maximum set by Statute	
CLERK	License	Solicitation / Transient Merchant	$0.00	$0.00	Maximum set by Statute	Revoked by Council - 11/9/2021, Res 21-551
CLERK	License	Taxicab Company	$10.00	$10.00	Partial Cost Recovery	
CLERK	License	Taxicab Driver - two year license	$45.00	$45.00	Partial Cost Recovery	
CLERK	License	Taxicab Driver - Renewal	$40.00	$40.00	Cost Recovery	
CLERK	License	Dance / Entertainment	$0.00	$0.00		Revoked by Council - 5/7/2012
CLERK	License	Miniature Golf	$5.00	$5.00	Cost Recovery	
CLERK	License	Billiard Tables	$5.00 each	$5.00 each	Cost Recovery	
CLERK	Charge	Advertising	$75.00 new / $20.00 renewal	$75.00 new / $20.00 renewal	Partial Cost Recovery - Maximum set by Statute	
CLERK	Charge	Maps	$20.00	$20.00	Resolution 20-494	
CLERK	License	Temp Bartended / Operator	$5.00	$5.00	Cost Recovery	
CLERK	License	Duplicate Bartended / Operator	$20.00	$20.00	Cost Recovery	
TRANS/ELECTRIC			**ELECTRIC**			
TRANS/ELECTRIC	Infraction	Damage to power poles	Actual Cost	Actual Cost	Cost Recovery	
FINANCE			**FINANCE**			
FINANCE	Charge	Copies - Budget	$90.00 + Sales Tax	$90.00 + Sales Tax	Partial Cost Recovery	
FINANCE	Charge	Copies - Audit	$31.50 + Sales Tax	$31.50 + Sales Tax	Partial Cost Recovery	
FINANCE	Charge	Property Search letters (City Letters)	$35.00 / $20 addtl. Rush Fee	$35.00 / $20 addtl. Rush Fee	Partial Cost Recovery	
FINANCE		**ANIMAL LICENSES**				
FINANCE	License	Spayed / Neutered dog or cat	$5.00	$5.00	Partial Cost Recovery	
FINANCE	License	Unneutered dog or cat (not spayed)	$12.00	$12.00	Partial Cost Recovery	
FINANCE	License	Animal License late fee after March 31st	$7.00	$7.00	Market	
FINANCE		**ITEMS PLACED ON TAX ROLL IF NOT PAID ON TIME:**				
FINANCE	Penalty	Accounts Receivable invoices	10% penalty	10% penalty	Market	
FINANCE	Penalty	Weed Cutting	10% penalty	10% penalty	Market	
FINANCE	Penalty	Snow Removal	10% penalty	10% penalty	Market	
FINANCE	Penalty	Sidewalk	10% penalty	10% penalty	Market	
FINANCE	Penalty	Water Bills	10% penalty	10% penalty	Market	
FINANCE	Penalty	Clerk's Certificates and Special Assessments	10% penalty	10% penalty	Market	

Department / Division	*Type*	*Fee / Charge Description*	*2025 Rate / Amount*	*Prior Rate / Amount*	*Basis for the Fee*	*Notes for Council*
FIRE		**FIRE DEPARTMENT**				
FIRE	Fee	Airport Fire company	$162.39	$162.93	Cost Recovery	
FIRE	Fee	Engine / Fire Company / per hour	$237.49	$237.49	Cost Recovery	
FIRE	Fee	Event Inspection / per hour (Minimum 1/2 hour)	$75.00	$75.00	Cost Recovery	
FIRE	Fee	Spill Recovery Supplies and Labor	Actual Cost	Actual Cost	Cost Recovery	
FIRE		**PERMITS & TRAINING**				
FIRE	Fee	Pyrotechnic Permit	$125.00	$125.00	Full Cost Recovery	
FIRE	Fee	Bonfire Permit	$75.00	$75.00	Full Cost Recovery	
FIRE	Fee	Recreational Burning Permit	$0.00	$15.00	Full Cost Recovery	Council Eliminated $15 fee on 8-27-2024 RES 24-489
FIRE	Fee	Natural Prairie Burning Permit	$75.00	N/A	Full Cost Recovery	Was omitted in 2024. Needs to be added back in.
FIRE	Fee	Fire Extinguisher Training for Business	$50.00/hour	$50.00/hour	Full Cost Recovery	
FIRE		**EQUIPMENT FEES / RENTALS (vehicle rates based on 2017 FEMA rates)**				
FIRE	Fee	Truck, Fire 1500 GPM	$173.47	$173.47	Based on FEMA rates	
FIRE		**INSPECTION FEES FOR OCCUPANCY OR NEW INSTALLATION**				
FIRE	Fee	Certificate of Occupancy	$75.00	$75.00	Full Cost Recovery	
FIRE	Fee	Testing of Fire Protection Systems	$150.00	$150.00	Full Cost Recovery	Bundled testing
FIRE	Fee	Fire Pump Test	$0.00	$75.00	Full Cost Recovery	REMOVE
FIRE	Fee	Re-test of Fire Protections Systems	$75.00	$75.00	Full Cost Recovery	Bundled testing
FIRE	Fee	Event Inspection / per hour (minimum 1/2 hour)	$75.00	$75.00	Full Cost Recovery	
FIRE		**FALSE ALARMS (fee based on # of alarms in one calendar year):**				
FIRE		First or Second False Alarm	FREE	FREE	Impact Fee	
FIRE	Penalty	Third or More False Alarms	$150.00	$150.00	Impact Fee	
FIRE/AMBULANCE		**FIRE DEPARTMENT / AMBULANCE**				
FIRE/EMS	User Fee	Patient Care Report	Actual Cost	Actual Cost	Cost Recovery / Market - Maximum set by Statute	
FIRE/EMS	User Fee	BLS - Resident	$1,200.00	$1,200.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	BLS - Non-Resident	$1,200.00	$1,200.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	BLS On Scene Care Resident	$500.00	$400.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	BLS On Scene Care Non-resident	$500.00	$400.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	ALS I - Resident	$1,400.00	$1,300.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	ALS I - Non-Resident	$1,400.00	$1,300.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	ALS Level II - Resident	$1,600.00	$1,600.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	ALS Level II - Non-Resident	$1,600.00	$1,600.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	Mileage / per mile - Resident	$22.00	$22.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	Mileage / per mile - Non-Resident	$22.00	$22.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	ALS Treatment - On Scene Care - Resident	$1,000.00	$1,000.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	ALS Treatment - On Scene Care - Non-Resident	$1,000.00	$1,000.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	Response Fee	$150.00 upon the fourth incident	N/A	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	Lift Assist - private residence	$150.00 (waived if individual participates in Falls Program)	$150.00 (waived if individual participates in Falls Program)	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	User Fee	Lift Assist - CBRF/SNF/Assisted Living facility charge	$350.00	$350.00	Partial Cost Recovery	Based on recommendation from Ambulance billing company
FIRE/EMS	Fee	Special Event Ambulance Equipment Fee / Rental	$48.32	$48.32	FEMA Rate	
FIRE/EMS	Fee	Special Event ATV Equipment Fee per hour	$19.07	$19.07	FEMA Rate	
ADMIN SVCS/I.T.		**INFORMATION TECHNOLOGY**				
ADMIN SVCS/I.T.	Charge	9 x 11 White Laser Paper	n/a	n/a	Partial Cost Recovery	
ADMIN SVCS/I.T.	Charge	CD/DVD	$1.00	$1.00	Partial Cost Recovery	
ADMIN SVCS/I.T.	Charge	Analyst / time / cost per hour	$49.74	$49.74	Partial Cost Recovery	
ADMIN SVCS/I.T.	Charge	Telecomm Specialist / time / cost per hour	$44.82	$44.82	Partial Cost Recovery	
ADMIN SVCS/I.T.	Charge	GIS Map Printing 36" Print	$21.00	$21.00	Partial Cost Recovery	

Department / Division	*Type*	*Fee / Charge Description*	*2025 Rate / Amount*	*Prior Rate / Amount*	*Basis for the Fee*	*Notes for Council*
COMM DEV/INSPECT		**INSPECTIONS**				
COMM DEV/INSPECT		**BUILDING**				
COMM DEV/INSPECT		**The fee breakdown is for, but not limited to: New Buildings, Additions & Alterations, Interior Remodeling/Alterations,**				
COMM DEV/INSPECT		**Decks, Fences, Patios, Steps, Porches, Driveways, Pools, Signs, Windows, Roofing, Siding, Demo/Razing, Ramps, Etc.:**				
COMM DEV/INSPECT	Permit	Valuation: $ .01 to 1,000.00	$37.00	$37.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $1,000.01 to 2,000.00	$44.00	$44.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $2,000.01 to 3,000.00	$51.00	$51.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $3,000.01 to 4,000.00	$58.00	$58.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $4,000.01 to 5,000.00	$65.00	$65.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $5,000.01 to 6,000.00	$72.00	$72.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $6,000.01 to 7,000.00	$79.00	$79.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $7,000.01 to $8,000.00	$86.00	$86.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $8,000.01 to $9,000.00	$93.00	$93.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $9,000.01 to 10,000.00	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $10,000.01 to 20,000.00	$100.00 for the first $10,000.00 plus $6.00 for each thousand dollar valuation or part thereof	$100.00 for the first $10,000.00 plus $6.00 for each thousand dollar valuation or part thereof	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $20,000.01 plus	$160.00 for the first $20,000.00 plus $3.50 for each thousand dollar valuation or part thereof	$160.00 for the first $20,000.00 plus $3.50 for each thousand dollar valuation or part thereof	Partial Cost Recovery	
COMM DEV/INSPECT		**New Buildings, Additions, and Alterations:**				
COMM DEV/INSPECT	Permit	New Buildings, Additions, and Alterations:	$0.18 per square foot (Min. of $37.00)	$0.18 per square foot (Min. of $37.00)	Partial Cost Recovery	
COMM DEV/INSPECT		**Additional Fees**				
COMM DEV/INSPECT		**New Construction - one or two family:**				
COMM DEV/INSPECT	Permit	Early Start Permit (optional)	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Plan Examination	$75.00	$75.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	WI Uniform Bldg. Permit Seal (cost + $5.)	$38.00	$38.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Sidewalk Grade Stake	$15.00	$15.00	Partial Cost Recovery	
COMM DEV/INSPECT		**New Construction - multiple family (more than 2 units) or commercial/industrial structure:**				
COMM DEV/INSPECT	Permit	Plan Examination	see WI Dept of Safety and Professional Services schedule	see WI Dept of Safety and Professional Services schedule	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Sidewalk Grade Stake (when applicable)	$15.00	$15.00	Partial Cost Recovery	
COMM DEV/INSPECT		**Additions or Alterations - one or two family structure:**				
COMM DEV/INSPECT	Permit	Plan Examination - Deck, detached garages	$25.00	$25.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Plan Examination - 1-story building	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Plan Examination - 2 story building	$75.00	$75.00	Partial Cost Recovery	
COMM DEV/INSPECT		**Moving Permit:**				
COMM DEV/INSPECT	Permit	Moving Permit: Under 500 sq. ft.	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Moving Permit: Under 500 sq. ft.	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/INSPECT		**MISCELLANEOUS**				
COMM DEV/INSPECT	Permit	Commencing work w/o permits or $100.00 plus the normal permit fee, whichever is greater	Triple fee or $100.00 plus the normal permit fee, whichever is greater	Triple fee or $100.00 plus the normal permit fee, whichever is greater	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Re-inspection	$100.00 per re-inspection	$100.00 per re-inspection	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	Annual Administrative Fee for Contractor Pre-Pay Accounts	$25.00	$25.00	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	Temporary Certificate of Occupancy	$100.00 Initial - then $50.00/month	$100.00 Initial - then $50.00/month	Partial Cost Recovery	
COMM DEV/INSPECT		**COMPLAINT BASED HOUSING INSPECTION (Violation Only)**				
COMM DEV/INSPECT	Fee	Initial Inspection (per unit)	$200.00	$200.00	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	1st Reinspection (per unit)	$75.00	$75.00	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	2nd Reinspection (per unit)	$150.00	$150.00	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	3rd Reinspection (per unit)	$400.00	$400.00	Partial Cost Recovery	
COMM DEV/INSPECT		**CODE ENFORCEMENT SERVICE FEE**				
COMM DEV/INSPECT	Fee	Initial Notice	$0.00	$0.00	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	1st Service Fee	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	2nd Service Fee	$200.00	$200.00	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	Subsequent Service Fee	$300.00	$300.00	Partial Cost Recovery	
COMM DEV/INSPECT		**SUMP PUMP DISCHARGE ONLY ENFORCEMENT SERVICE FEE**				
COMM DEV/INSPECT	Fee	Initial Notice	$0.00	$0.00	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	1st Service Fee	$20.00	$20.00	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	2nd Service Fee	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	3rd Service Fee	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	Subsequent Service Fee	$200.00	$200.00	Partial Cost Recovery	
COMM DEV/INSPECT		**ROOMING HOUSE**				
COMM DEV/INSPECT	Permit	Rooming House License (Annual), plus $15.00 per bedroom	$100.00 plus $15.00 per bedroom	$100.00 plus $15.00 per bedroom	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Rooming House - Penalty for Late License - for late renewal or operating without a license	Double Fee	Double Fee	Partial Cost Recovery	

Department / Division	*Type*	*Fee / Charge Description*	*2025 Rate / Amount*	*Prior Rate / Amount*	*Basis for the Fee*	*Notes for Council*
COMM DEV/INSPECT		**HEATING**				
COMM DEV/INSPECT	Permit	Valuation: $0 to $1,000.00	$30.00	$30.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $1,000.01 to $10,000.00	$30.00 for the first $1000.00 plus $16.00 per each additional thousand dollar valuation or part thereof	$30.00 for the first $1000.00 plus $16.00 per each additional thousand dollar valuation or part thereof	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $10,000.01 to $25,000.00	$174.00 for the first $10,000.00 plus $10.00 per each additional thousand dollar valuation or part thereof	$174.00 for the first $10,000.00 plus $10.00 per each additional thousand dollar valuation or part thereof	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: Over $25,000.00	$324.00 for the first $25,000.00 plus $5.00 per each additional thousand dollar valuation or part thereof	$324.00 for the first $25,000.00 plus $5.00 per each additional thousand dollar valuation or part thereof	Partial Cost Recovery	
COMM DEV/INSPECT	Fee	Plan Examination	see WI Dept of Safety and Prof Services schedule	see WI Dept of Safety and Prof Services schedule	Partial Cost Recovery	
COMM DEV/INSPECT		**STORAGE TANKS**				
COMM DEV/INSPECT	Fee	Storage Tank - Installation & Removal of Tanks	see WI Dept of Safety and Prof Services schedule	see WI Dept of Safety and Prof Services schedule	Partial Cost Recovery	
COMM DEV/INSPECT		**ELECTRICAL**				
COMM DEV/INSPECT	Permit	Valuation: $0 to 500.00	$30.00	$30.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $500.01 to $1,000.00	$30.00 for the first $500.00 plus $8.00 for each additional hundred dollar valuation or part thereof	$30.00 for the first $500.00 plus $8.00 for each additional hundred dollar valuation or part thereof	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $1,000.01 to 10,000.00	$70.00 for the first $1,000.00 plus $17.00 for each additional thousand dollar valuation or part thereof	$70.00 for the first $1,000.00 plus $17.00 for each additional thousand dollar valuation or part thereof	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: $10,000.01 to $20,000.00	$223.00 for the first $10,000.00 plus $6.00 for each additional thousand dollar valuation or part thereof	$223.00 for the first $10,000.00 plus $6.00 for each additional thousand dollar valuation or part thereof	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Valuation: Over $20,000.00	$283.00 for the first $20,000.00 plus $3.50 for each additional thousand dollar valuation or part thereof	$283.00 for the first $20,000.00 plus $3.50 for each additional thousand dollar valuation or part thereof	Partial Cost Recovery	
COMM DEV/INSPECT		**Annual Permits (Manufacturing Only):**				
COMM DEV/INSPECT	Permit	Assessed Valuation: $50,000.00 or less.	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Assessed Valuation: $50,000.01 to $100,000.00 inclusive.	$200.00	$200.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Assessed Valuation: $100,000.01 to $500,000.00 inclusive.	$300.00	$300.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Assessed Valuation: $500,000.01 to $1,000,000.00 inclusive.	$400.00	$400.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Assessed Valuation: $1,000,000.01 & over	$500.00	$500.00	Partial Cost Recovery	
COMM DEV/INSPECT		**PLUMBING**				
COMM DEV/INSPECT	Permit	Minimum Permit Fee	$30.00	$30.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Each fixture: New	$9.00	$9.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Each fixture: Relocated	$9.00	$9.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Each fixture: Replaced or roughed in for future use	$9.00	$9.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Disconnect, abandon, or capping off of lateral (each lateral)	$9.00	$9.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Sanitary or Storm Sewer connections at main in street or curb	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Sanitary or Storm Sewers re-laid from main or curb to building or main to curb	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Water Service connections at main in street or curb	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Water Service re-laid from main or curb to building or main to curb	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Water Service and Sewer repair.	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Private Wells	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/INSPECT	Permit	Plan Examination - see City of Oshkosh Plan Review	see City of Oshkosh Plan Review Fee schedule	see City of Oshkosh Plan Review Fee schedule	Partial Cost Recovery	
COMM DEV/ASSESSOR		**INSPECTIONS / ASSESSOR**				
COMM DEV/ASSESSOR		**PERMITS - Interior Remodeling/Alterations, Decks, Fences, Patios, Steps, Porches, Driveways, Pools, Signs, Windows,**				
COMM DEV/ASSESSOR		**Roofing, Siding, Demo/Razing, Ramps, Etc.**				
COMM DEV/ASSESSOR	Permit	$0 to $1,000	$12.00	$12.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	$1,000.01 to $2000.00	$15.00	$15.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	$2,000.01 to $3,000	$17.00	$17.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	$3,000.01 to $4,000	$19.00	$19.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	$4,000.01 to $5,000	$22.00	$22.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	$5,000.1 to $6,000	$24.00	$24.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	$6,000.01 to $7,000	$26.00	$26.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	$7,000.01 to $8,000	$29.00	$29.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	$8,000.01 to $9,000	$31.00	$31.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	$9,000.01 to $10,000	$33.00	$33.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	$10,000.01 to $20,000	for each thousand dollar valuation or part thereof	for each thousand dollar valuation or part thereof	Partial Cost Recovery	

Department / Division	***Type***	***Fee / Charge Description***	***2025 Rate / Amount***	***Prior Rate / Amount***	***Basis for the Fee***	***Notes for Council***
COMM DEV/ASSESSOR	Permit	Over $20,000	$53.00 for the first $20,000 plus $1.20 for each thousand dollar valuation or part thereof	$53.00 for the first $20,000 plus $1.20 for each thousand dollar valuation or part thereof	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	New Buildings & Additions: (sq. footage includes all new areas including garages, basement/crawlspace and decks or porches)	$0.06 per square foot (Minimum of $10.00)	$0.06 per square foot (Minimum of $10.00)	Partial Cost Recovery	
COMM DEV/ASSESSOR	Permit	Maximum fee of $10,000 for new construction projects	Not to exceed $10,000	Not to exceed $10,000	Partial Cost Recovery	
COMM DEV/ASSESSOR		**PARCEL CHANGES**				
COMM DEV/ASSESSOR	Fee	Annexation	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Fee	Attachment	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/ASSESSOR	Fee	Land Division	$25 per lot + $50	$25 per lot + $50	Partial Cost Recovery	
COMM DEV/ASSESSOR	Fee	Combinations	$25 per lot + $50	$25 per lot + $50	Partial Cost Recovery	
COMM DEV/ASSESSOR	Fee	CSM	$25 per lot + $50	$25 per lot + $50	Partial Cost Recovery	
COMM DEV/ASSESSOR	Fee	Plat Final	$25 per lot + $50	$25 per lot + $50	Partial Cost Recovery	
COMM DEV/ASSESSOR	Fee	Street Vacation	$25 per lot + $50	$25 per lot + $50	Partial Cost Recovery	
COMM DEV/ASSESSOR	Fee	Other Requests	$25.00	$25.00	Partial Cost Recovery	
COMM DEV/INSPECT/W. & M.		**INSPECTIONS / WEIGHTS & MEASURES**				
COMM DEV/INSPECT/W. & M.	se	Annual Base Fee	$50.00	$50.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Bundled Firewood Dealer	$20.00	$20.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Electric Pill Counter	$35.00	$35.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Fabric Measuring Device	$20.00	$20.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Group 1 Scales (1-30 lbs)	$55.00	$55.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Group 2 Scales (1-20 lbs PLU)	$60.00	$60.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Group 3 Scales (31-500 lbs)	$60.00	$60.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Group 4 Scales (501-10,000 lbs)	$65.00	$65.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Group 5 Scales - Hi Accuracy (Grams)	$65.00	$65.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Group 6 Scales (10,000-200,000 lbs)	$75.00	$75.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	High Speed Measuring Device	$60.00	$60.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Pharmacy Weights (per set)	$50.00	$50.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Wire & Cordage Measures	$20.00	$20.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Linear Measures	$10.00	$10.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Timing Devices	$20.00	$20.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Liquid Measuring Devices	$55.00	$55.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Vehicle Tank Meters	$65.00	$65.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Reverse Vending	$55.00	$55.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	POS Scanners 3 or less	$150.00	$150.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	POS Scanners 4-10	$240.00	$240.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	POS Scanners (11 or more)	$25.00 per scanner	$25.00 per scanner	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Package Checking	$35.00	$35.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Taxi Meters	$50.00	$50.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Penalty for Late Registration	$150.00	$150.00	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Penalty Fee for Device (non-registration)	triple device fee	triple device fee	Cost Recovery	
COMM DEV/INSPECT/W. & M.	se	Re-Inspection Fee	$50.00	$50.00	Cost Recovery	
LIBRARY		**LIBRARY**				
LIBRARY	Charge	Single meeting room, open to the public	$15/hour, plus $5 ea addtl 1/2 hr.	$15/hour, plus $5 ea addtl 1/2 hr.	Market	Sales tax is included in the fee listed
LIBRARY	Charge	Double meeting room, open to the public	$30/hour, plus $10 ea addtl 1/2 hr.	$30/hour, plus $10 ea addtl 1/2 hr.	Market	Sales tax is included in the fee listed
LIBRARY	Charge	Single meeting room, not open to public	not open to the public	not open to the public	Market	
LIBRARY	Charge	Double meeting room, not open to public	not open to the public	not open to the public	Market	
LIBRARY	Charge	Single meeting room	attendance fee	attendance fee	Market	
LIBRARY	Charge	Double meeting room	attendance fee	attendance fee	Market	
LIBRARY	Charge	Dome	$300/hour, plus $150 ea addtl ptl hour that exceeds scheduled time-frame	$300/hour, plus $150 ea addtl ptl hour that exceeds scheduled time-frame	Market	Sales tax is included in the fee listed
LIBRARY	Fee	Photocopies	$0.10 (Includes Sales Tax)	$0.10 (Includes Sales Tax)	Partial Cost Recovery	
LIBRARY	Fee	Computer Print-Off's - B & W	$0.10 (Includes Sales Tax)	$0.10 (Includes Sales Tax)	Partial Cost Recovery	
LIBRARY	Fee	Computer Print-Off's - Color	$0.25 (Includes Sales Tax)	$0.25 (Includes Sales Tax)	Partial Cost Recovery	
LIBRARY	Fee	Microfilm Prints	$0.50 (Includes Sales Tax)	$0.50 (Includes Sales Tax)	Partial Cost Recovery	
LIBRARY	Fee	Fax	$2.00 (Includes Sales Tax)	$2.00 (Includes Sales Tax)	Partial Cost Recovery	
LIBRARY		**FINES & FEES:**				
LIBRARY	Penalty	Daily fee for adult material.	$0.00	$0.00	No Fee	
LIBRARY	Penalty	Daily fee for juvenile material.	$0.00	$0.00	No Fee	
LIBRARY	Penalty	Reference material per day per item	$0.00	$0.00	No Fee	
LIBRARY	Penalty	DVD's/ Videos per day per	$0.00	$0.00	No Fee	
LIBRARY	Penalty	Juvenile DVDs/Videos per day per item	$0.00	$0.00	No Fee	
LIBRARY	Penalty	Interlibrary Loan Material per day per item	$1.00	$1.00	Incentive to return materials	
LIBRARY	Penalty	On days library is closed	$0.00	$0.00	No Fee	

Department / Division	*Type*	*Fee / Charge Description*	*2025 Rate / Amount*	*Prior Rate / Amount*	*Basis for the Fee*	*Notes for Council*
LIBRARY		**MAXIMUM FINES:**				
LIBRARY	Penalty	Reference & Interlibrary loan material	$10.00	$10.00	Stop loss	
ADMIN SVCS/MEDIA SVCS		**MEDIA SERVICES**				
ADMIN SVCS/MEDIA SVCS	Fee	Dubbing Services / DVD Duplication	$10.00	$10.00	Partial Cost Recovery	
ADMIN SVCS/MEDIA SVCS	Fee	Dubbing Services / Tape Dub 0-60 minutes	$15.00	$15.00	Partial Cost Recovery	
ADMIN SVCS/MEDIA SVCS	Fee	Dubbing Services / Tape Dub Over 60 Minutes	$25.00	$25.00	Partial Cost Recovery	
ADMIN SVCS/MEDIA SVCS	Fee	Media Charges / DVD required	$10.00	$10.00	Partial Cost Recovery	
ADMIN SVCS/MEDIA SVCS	Fee	Media Charges / Blank DVD	$5.00	$5.00	Partial Cost Recovery	
ADMIN SVCS/MEDIA SVCS		**OTHER SERVICES & TRAINING CLASSES**				
ADMIN SVCS/MEDIA SVCS	Fee	Equipment Rental	market rate	market rate	Partial Cost Recovery	
ADMIN SVCS/MEDIA SVCS	Fee	Event Coverage Charge	market rate	market rate	Partial Cost Recovery	
ADMIN SVCS/MEDIA SVCS	Fee	Miscellaneous/Various	market rate	market rate	Partial Cost Recovery	
ADMIN SVCS/MEDIA SVCS	Fee	Re-Training	$10.00	$10.00	Partial Cost Recovery	
ADMIN SVCS/MEDIA SVCS	Fee	Studio Production Training Class	$50.00	$50.00	Partial Cost Recovery	
MUSEUM		**MUSEUM**				
MUSEUM	User Fee	Admission / Adult	$8.00	$8.00	Help Support Museum Operations	
MUSEUM	User Fee	Admission / Child (3-Under)	$0.00	$0.00	Help Support Museum Operations	Change: Children 3 and under: Free -- Children 4 and over: $4.00 (improves cost recovery)
MUSEUM	User Fee	Admission / Child (4-17)	$4.00	$4.00	Help Support Museum Operations	Change: Children 3 and under: Free -- Children 4 and over: $4.00 (improves cost recovery)
MUSEUM	User Fee	Admission / Student (College with ID)	$6.00	$6.00	Help Support Museum Operations	
MUSEUM	User Fee	Admission / Senior (62+)	$6.00	$6.00	Help Support Museum Operations	
MUSEUM	Charge	Room Use / 4 hours or less	$75.00 + sales tax	$75.00 + sales tax	Cost Recovery of staff time	Change: 3 hours of use, Last change was in 2012. New cost reflects use of space, tables, chairs, and basic setup/takedown and cleaning by staff
MUSEUM	Charge	Room Use / over 4 hours / additional	$15.00 + sales tax	$15.00 + sales tax	Cost Recovery of staff time	Change: for each hour over 3 hours
MUSEUM	Charge	Room Use / Use of kitchen	$15.00 + sales tax	$15.00 + sales tax	Cost Recovery	New category
MUSEUM	Charge	etc.)	$15.00 + sales tax	$15.00 + sales tax	Cost Recovery / Market	New category
MUSEUM	Charge	Room Use / Cleaning Fee (only if required)	$50.00 + sales tax	$50.00 + sales tax	Cost Recovery / Staff Time	New category
MUSEUM		**Research**				New category - This fee applies to staff time researching, providing/facilitating access to, or creating materials (such as copies, scans of archival material or photos of artifacts) to fulfill a request.
MUSEUM		Research: First 30 minutes	Free	Free	Cost Recovery / Market	
MUSEUM	Fee	Research: per each additional 30 minutes	$19.00 + sales tax	$19.00 + sales tax	Cost Recovery / Staff Time	$19.00 reflects approximate half-hourly pay rate of collections staff
MUSEUM		**Imaging and Use Fees**				These fees apply to staff time researching, providing/facilitating access to, or creating materials (such as copies, scans of archival material or photos of artifacts) to fulfill a request and typical average market costs for use.
MUSEUM		Archival-Simple	Free	Free		
MUSEUM	Fee	Archival-Standard	$15.00 + sales tax	$15.00 + sales tax	Cost Recovery / Staff Time	
MUSEUM	Fee	Archival-Special	$50.00 + sales tax	$50.00 + sales tax	Cost Recovery / Staff Time	
MUSEUM		Object-Simple	Free	Free	Cost Recovery / Staff Time	
MUSEUM	Fee	Object-Standard	$45.00 + sales tax	$45.00 + sales tax	Cost Recovery / Staff Time	
MUSEUM	Fee	Object-Special	$75.00 + sales tax	$75.00 + sales tax	Cost Recovery / Staff Time	
MUSEUM		Personal	Free	Free		
MUSEUM		Education (unpublished/noncommercial/classroom use)	Free	Free		
MUSEUM	Fee	Décor	$25.00 + sales tax	$25.00 + sales tax	Cost Recovery / Market	
MUSEUM	Fee	Printed and E-book (circulation up to 5,000)	$100.00 + sales tax	$100.00 + sales tax	Cost Recovery /Market	
MUSEUM	Fee	Printed and E-book (circulation of over 5,000)	$200.00 + sales tax	$200.00 + sales tax	Cost Recovery / Market	
MUSEUM	Fee	Media (per single use)	$100.00 + sales tax	$100.00 + sales tax	Cost Recovery / Market	
MUSEUM	Fee	Rush order	$100.00 + sales tax	$100.00 + sales tax	Cost Recovery / Staff Time	
TRANS/PARKING		**PARKING PERMITS**				
TRANS/PARKING		**PERMITS AND LEASED STALLS**				
TRANS/PARKING	Permit	Annual: per year for the first 20	$360.00 + sales tax	$340.00 + sales tax	Resolution 24-99	
TRANS/PARKING	Permit	Monthly: per month for the first 20	$30.00 + sales tax	$30.00 + sales tax	Resolution 24-99	
TRANS/PARKING	Permit	Daily: for quantities between 1 and 99	$1.50 + sales tax	$1.50 + sales tax	Resolution 24-99	
TRANS/PARKING	Fee	Monthly Daytime Only Leased Stalls	$30.00 + sales tax	$30.00 + sales tax	Resolution 24-99	

Department / Division	Type	Fee / Charge Description	2025 Rate / Amount	Prior Rate / Amount	Basis for the Fee	Notes for Council
TRANS/PARKING	Fee	Monthly 24 hour leased stalls (**3 month minimum**)	$50.00/month + sales tax	$50.00/month + sales tax	Resolution 24-99	
TRANS/PARKING	Fee	Annual 24 hour leased stalls	$500.00 + sales tax	$500.00 + sales tax	Resolution 24-99	
FINANCE/PARKING		**PARKING RESTRICTIONS**				
FINANCE/PARKING		**PARKING RESTRICTIONS**				
FINANCE/PARKING	Penalty	No parking 2 a.m. to 5 a.m.	$30.00	$30.00	Market	
FINANCE/PARKING	Penalty	Parked on private property	$30.00	$30.00	Market	
FINANCE/PARKING	Penalty	Prohibited parking (signed)	$30.00	$30.00	Market	
FINANCE/PARKING	Penalty	Unauthorized Use of Permit/Leased Stall	$30.00	$30.00	Market	
FINANCE/PARKING	Penalty	Overtime parking violation	$20.00	$20.00	Market	
FINANCE/PARKING	Penalty	Failure to properly display permit	$20.00	$20.00	Market	
FINANCE/PARKING	Penalty	Fraudulent use of parking permit	$50.00	$50.00	Market	
FINANCE/PARKING	Penalty	Disabled Parking Violation	$250.00	$250.00	Market	
FINANCE/PARKING	Penalty	Fire Lanes	$50.00	$50.00	Market	
FINANCE/PARKING	Penalty	Other Violations	$30.00	$30.00	Market	
PARKS		**PARKS**				
PARKS		**MEMORIAL TREE PROGRAM**				
PARKS	Fee	Memorial Tree Program - Choice #1	$400.00	$400.00	Cost Recovery / Market	
PARKS		**BOAT LAUNCHES**				
PARKS	User Fee	Daily Launch Fee	$7.00 (Includes Sales Tax)	$7.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Annual - Resident	$30.00 (Includes Sales Tax)	$30.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Annual - Resident Senior Citizen	$25.00 (Includes Sales Tax)	$25.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Annual - Non Resident	$40.00 (Includes Sales Tax)	$40.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Multi-Year (3 year) Resident	$70.00 (Includes Sales Tax)	$70.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Multi-Year (3 year) Resident Senior Citizen	$55.00 (Includes Sales Tax)	$55.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Multi-Year (3 year) Non-Resident	$95.00 (Includes Sales Tax)	$95.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Second / Replacement Annual Sticker - Resident	$5.00 (Includes Sales Tax)	$5.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Second / Replacement Annual Sticker - Non-Resident	$10.00 (Includes Sales Tax)	$10.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Second / Replacement Multi-Year (3 yr.) Sticker - Resident	$10.00 (Includes Sales Tax)	$10.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Second / Replacement Multi-Year (3 yr.) Sticker - Non-Resident	$20.00 (Includes Sales Tax)	$20.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Boat Launch Buy Out (per day)	$500.00 (Includes Sales Tax)	$500.00 (Includes Sales Tax)	Cost Recovery	
PARKS		**MILLER'S BAY PROGRAM**				
PARKS	User Fee	Mooring Program (Resident)	$150.00 (Includes Sales Tax)	$150.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Mooring Program (Non-Resident)	$200.00 (Includes Sales Tax)	$200.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	On-Land & Dinghy Dock (Resident)	$100.00 (Includes Sales Tax)	$100.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	On-Land & Dinghy Dock (Non-Resident)	$125.00 (Includes Sales Tax)	$125.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Kayak/Canoe Storage (Resident)	$50.00 (Includes Sales Tax)	$50.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Kayak/Canoe Storage (Non-Resident)	$75.00 (Includes Sales Tax)	$75.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS		**PARK FACILITY FEE SCHEDULE**				
PARKS		**Park Shelters:**				
PARKS	User Fee	Small Open Shelters - Residents - WEEKDAY	$47.00 (Includes Sales Tax)	$42.00 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Small Open Shelters - Residents - WEEKEND/HOLIDAY	$57.50 (Includes Sales Tax)	$52.50 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Small Open Shelters - Non Residents - WEEKDAY	$57.50 (Includes Sales Tax)	$52.50 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Small Open Shelters - Non Residents - WEEKEND/HOLIDAY	$68.00 (Includes Sales Tax)	$63.00 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Medium Enclosed/Open - Residents - WEEKDAY	$57.50 (Includes Sales Tax)	$52.50 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Medium Enclosed/Open - Residents - WEEKEND/HOLIDAY	$68.00 (Includes Sales Tax)	$63.00 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Medium Enclosed/Open - Non Residents - WEEKDAY	$68.00 (Includes Sales Tax)	$63.00 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Medium Enclosed/Open - Non Residents - WEEKEND/HOLIDAY	$78.50 (Includes Sales Tax)	$73.50 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Large Shelters/Concession Stands - Residents - WEEKDAY	$68.00 (Includes Sales Tax)	$63.00 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Large Shelters/Concession Stands - Residents - WEEKEND/HOLIDAY	$78.50 (Includes Sales Tax)	$73.50 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Large Shelters/Concession Stands - Non Residents - WEEKDAY	$78.50 (Includes Sales Tax)	$73.50 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Large Shelters/Concession Stands - Non Residents - WEEKEND/HOLIDAY	$89.00 (Includes Sales Tax)	$84.00 (Includes Sales Tax)	Cost Recovery / Market	Increased $5
PARKS	User Fee	Lakeshore 4 Seasons Building - Residents - WEEKDAY	$286.25 (Includes Sales Tax)	$236.25 (Includes Sales Tax)	Cost Recovery/ Market	Increased $50
PARKS	User Fee	Lakeshore 4 Seasons Building - Residents - WEEKEND/HOLIDAY	$338.75 (Includes Sales Tax)	$288.75 (Includes Sales Tax)	Cost Recovery/ Market	Increased $50
PARKS	User Fee	Lakeshore 4 Seasons Building- Non Residents - WEEKDAY	$338.75 (Includes Sales Tax)	$288.75 (Includes Sales Tax)	Cost Recovery/ Market	Increased $50
PARKS	User Fee	Lakeshore 4 Seasons Building - Non Residents - WEEKEND/HOLIDAY	$391.25 (Includes Sales Tax)	$341.25 (Includes Sales Tax)	Cost Recovery/ Market	Increased $50
PARKS		**Baseball / Softball Fields - Tournament Use & Field Prep:**				
PARKS	User Fee	Tournaments - per field, per day, no lights (residents)	$25.00 (Includes Sales Tax)	$25.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Tournaments - per field, per day, no lights (non-residents)	$35.00 (Includes Sales Tax)	$35.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Tournaments - per field, per day, lights (residents)	$50.00 (Includes Sales Tax)	$50.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Tournaments - per field, per day, lights (non-residents)	$60.00 (Includes Sales Tax)	$60.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Field Preparation - per field (residents)	$15.00 (Includes Sales Tax)	$15.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Field Preparation - per field (non-residents)	$25.00 (Includes Sales Tax)	$25.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS	User Fee	Rental Fee - PER COURT PER HOUR	$5.00 (Includes Sales Tax)	$5.00 (Includes Sales Tax)	Cost Recovery / Market	
PARKS		**AMUSEMENT RIDES - MENOMINEE PARK**				
PARKS	User Fee	Train at Menominee Park	$0.00	$1.50 (Includes Sales Tax)	Partial Cost Recovery	Facility Closed
PARKS	User Fee	Kayak / Canoe / Paddleboard - PER HOUR	$0.00	$9.00 (Includes Sales Tax)	Partial Cost Recovery	Facility Closed

Department / Division	***Type***		***Fee / Charge Description***	***2025 Rate / Amount***	***Prior Rate / Amount***	***Basis for the Fee***	***Notes for Council***
PARKS	User Fee		Aqua Bike / Mini Pontoon (2 person) - PER HALF HOUR	$0.00	$7.00 (Includes Sales Tax)	Partial Cost Recovery	Facility Closed
PARKS	User Fee		Mini Pontoon (4 person) - PER HALF HOUR	$0.00	$12.00 (Includes Sales Tax)	Partial Cost Recovery	Facility Closed
PARKS	Charge		Concessions - vending machines/candy/soda	$0.00	varies $0.25 - $4.00	Cost Recovery	Facility Closed
PARKS			**POLLOCK COMM. WATER PARK**				
PARKS			**Daily Pass:**				
PARKS	User Fee		Child (2 & Under)	FREE	FREE	Partial Cost Recovery / Market	
PARKS	User Fee		Youth (3-17)	$5.00 (Includes Sales Tax)	$4.50 / After 5 pm $3	Partial Cost Recovery / Market	Increased $0.50
PARKS	User Fee		Adult (18-59)	$6.00 (Includes Sales Tax)	$5.50 / After 5 pm $4	Partial Cost Recovery / Market	Increased $0.50
PARKS	User Fee		Seniors (60 plus)	$4.00 (Includes Sales Tax)	$3.50 / After p.m. $2	Partial Cost Recovery / Market	Increased $0.50
PARKS	User Fee		Daily Group Rate	$4.00 (Includes Sales Tax)	$3.50 (Includes Sales Tax)	Partial Cost Recovery / Market	Increased $0.50 (added the 2024 fee)
PARKS			**Season Pass:**				
PARKS	User Fee		Child (2 & Under)	FREE	FREE	Partial Cost Recovery / Market	Increased $10
PARKS	User Fee		Youth (3-17)	$70.00 (Includes Sales Tax)	$60.00 (Includes Sales Tax)	Partial Cost Recovery / Market	Increased $10
PARKS	User Fee		Adult (18-59)	$80.00 (Includes Sales Tax)	$70.00 (Includes Sales Tax)	Partial Cost Recovery / Market	Increased $10
PARKS	User Fee		Seniors (60 plus)	$70.00 (Includes Sales Tax)	$60.00 (Includes Sales Tax)	Partial Cost Recovery / Market	Increased $10
PARKS	User Fee		4-Member Family **($16 addtl ea. over 2 yrs.)**	$155.00 and $16.00 each add'l	$145.00 and $16.00 each add'l	Partial Cost Recovery / Market	Increased $10 - Fee Includes Sales Tax
PARKS	User Fee		Youth (3-17) - NON RESIDENT	$85.00 (Includes Sales Tax)	$75.00 (Includes Sales Tax)	Partial Cost Recovery / Market	Increased $10
PARKS	User Fee		Adult (18-59) - NON RESIDENT	$100.00 (Includes Sales Tax)	$85.00 (Includes Sales Tax)	Partial Cost Recovery / Market	Increased $15
PARKS	User Fee		Seniors (60 plus) - NON RESIDENT	$90.00 (Includes Sales Tax)	$75.00 (Includes Sales Tax)	Partial Cost Recovery / Market	Increased $15
PARKS	User Fee		4-Member Family **($16 addtl ea. over 2 yrs.)** - NON RESIDENT	$175.00 and $16.00 each add'l	$160.00 and $16.00 each add'l	Partial Cost Recovery / Market	Increased $15 - Fee Includes Sales Tax
PARKS	User Fee		Lost pass replacements	$5.00 (Includes Sales Tax)	$5.00 (Includes Sales Tax)	Partial Cost Recovery / Market	
PARKS			**Birthday Parties:**				
PARKS	User Fee		Birthday Party #1: Birthday song over the speakers (per person)	$4.00 (Includes Sales Tax)	$3.50 (Includes Sales Tax)	Resolution 20-494	Increased $0.50
PARKS	User Fee		Birthday Party #2: B.D. song, gift for B.D. person, ice cream treat for each guest (per person)	$6.00 (Includes Sales Tax)	$5.25 (Includes Sales Tax)	Resolution 20-494	Increased $0.75
PARKS	User Fee		Birthday Party #3: B.D. song, gift for B.D. person, hotdog/soda/ice cream treat for each guest (per person)	$8.00 (Includes Sales Tax)	$7.00 (Includes Sales Tax)	Resolution 20-494	Increased $0.75
PARKS	User Fee		Birthday Party #4: B.D. song, gift for B.D. person, pretzel or nachos & cheese/soda/ice cream treat for each guest (per person)	$9.00 (Includes Sales Tax)	$8.00 (Includes Sales Tax)	Resolution 20-494	Increased $0.75
PARKS	User Fee		Rent pool "after hours" 7:30-9:30 am or pm (per hour)	$300.00 (Includes Sales Tax)	$300.00 (Includes Sales Tax)	Resolution 20-494	
PARKS			**LEACH AMPHITHEATER**				
PARKS	Charge		$1 per paid admission for event where max ticket price is $5 or greater (For-Profits Only)	$1 per paid admission for event where max ticket price is $5 or greater (For-Profits Only)	$1 per paid admission for event where max ticket price is $5 or greater (For-Profits Only)	Partial Cost Recovery / Market	
PARKS	User Fee		Daily Non-Profit	$1,500 per day; $1,250 per day for a two day rental; and $1,000 per day for a three (plus) day rental	$1,500 per day; $1,250 per day for a two day rental; and $1,000 per day for a three (plus) day rental	Partial Cost Recovery / Market	
PARKS	User Fee		Daily For-Profit / Commercial Rental	$5,000 per day + Sales Tax	$5,000 per day + Sales Tax	Partial Cost Recovery / Market	
PARKS	User Fee		Weddings, Class Reunions, Company Picnics, and Some Special Events	$1,000 per day for use of entire venue, $100 to use gazebo for weddings + Sales Tax	$1,000 per day for use of entire venue, $100 to use gazebo for weddings + Sales Tax	Partial Cost Recovery / Market	
PARKS	User Fee		Minimal Use Event	up to $500 per day + Sales Tax	up to $500 per day + Sales Tax	Partial Cost Recovery / Market	
PARKS	User Fee		Set-Up / Take-Down / Clean-up	See Special Events - Parks FT Fee	See Special Events - Parks FT Fee	Partial Cost Recovery / Market	
PARKS/CEMETERY				**PARKS / CEMETERY**			
PARKS/CEMETERY	Fee		Perpetual site care/lawn maintenance	$100 per site + Sales Tax	$100 per site + Sales Tax	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Interment - Adult	$950.00	$950.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Interment - Adult (winter months 12/15-3/15)	$1,100.00	$1,100.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Interment - Infants	$300.00	$300.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Interment - Cremains	$525.00	$525.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Interment - Cremains (in marker by Monument dealer)	$200.00	$200.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Interment - Mausoleum burials (private)	$200.00	$200.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Disinterment - Adult	$800.00	$800.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Disinterment - Youth/Baby	$500.00	$500.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Overtime charges - weekdays after 3 p.m.	$150.00	$150.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Overtime charges - Saturday before 12 noon	$225.00	$225.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Overtime charges - Saturday after 12 noon	$300.00	$300.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Burial spaces - Adult - residents	$750.00	$750.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Burial spaces - Adult - non-residents	$850.00	$850.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Burial spaces - baby	$200.00	$200.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Burial spaces - veteran	$125.00	$125.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Marker Permits	$50.00	$50.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Chapel Rental	$200.00	$200.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Crypt Rent (minimum charge per month)	$30.00	$30.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee		Deed Transfer	$50.00	$50.00	Cost Recovery / Market	

Department / Division	***Type***	***Fee / Charge Description***	***2025 Rate / Amount***	***Prior Rate / Amount***	***Basis for the Fee***	***Notes for Council***
PARKS/CEMETERY	Fee	*Burial Rights for 2nd, 3rd, 4th interment (cremains only) *Additional fee on top of cremains interment	$150.00	$150.00	Cost Recovery / Market	
PARKS/CEMETERY	Fee	Local Hospital Perinatal Interment	$50.00	$50.00	Cost Recovery/ Market	
COMM DEV/PLANNING		**PLANNING**				
COMM DEV/PLANNING		**ITEMS BEFORE PLAN COMMISSION**				
COMM DEV/PLANNING	Permit	Access Control Variance	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Annexation / Attachment	$150.00	$150.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Conditional Use Permit (CUP)	$40.00 Recording Fee + 350.00	$40.00 Recording Fee + 350.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Floodplain Map Amendment/Revision	$500.00	$500.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Land Division (based on number of lots to be created)	$75.00 per lot	$75.00 per lot	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Other Requests	$75.00	$75.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Planned Development Review	$450.00	$450.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Plats: Preliminary $1 per lot plus	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Plats: Final $25 per lot plus	$150.00	$150.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Privilege in Street	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Zone Change	$350.00	$350.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Zone Change w/Conditional Use Permit/PD	$650.00	$650.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Street Vacation	$250.00	$250.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Variance to Subdivision Regulations	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Ordinance Revision / Citizen Request	$250.00	$250.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Comprehensive Plan Land Use Amendment	$750.00	$750.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Design Standards Variance	$125.00	$125.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Notification Sign	$25.00	$25.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Neighborhood Meetings mailing: 0 - 50 notices	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Neighborhood Meetings mailing: 51 - 100 notices	$200.00	$200.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Neighborhood Meetings mailing: 101 + notices	$2.00 per notice	$2.00 per notice	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Commencing work without a permit	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Short Term Rentals	$40.00	$40.00	Partial Cost Recovery	
COMM DEV/PLANNING		**SITE PLAN REVIEWS**				
COMM DEV/PLANNING		**Multi-Family Residential, Commercial, and Industrial:**				
COMM DEV/PLANNING	Permit	Level 1 <10,000 sq ft, less than 1 acre	$425 + $100	$425 + $100	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Level 2 10,000-50,000 sq ft 1.01-10 acres	$625 + $125	$625 + $125	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Level 3 50,001-100,000 sq ft 10.01-25 acres	$775 + $150	$775 + $150	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Level 4 Greater than 100,001 sq ft, 25.01 +	$1,000 + $175	$1,000 + $175	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Fence (commercial & industrial)	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Contract Consultant Service Fee (i.e. stormwater, site engineering design, traffic engineering design, etc.)	Cost of City's contract development services consultant fee PLUS two percent (2%) administrative fee	Cost of City's contract development services consultant fee PLUS two percent (2%) administrative fee	Cost Recovery	
COMM DEV/PLANNING		**Single Family & Two Family Structures:**				
COMM DEV/PLANNING	Permit	New Construction: single family and two family	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Additions: any addition/expansion of existing structure	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Decks, Patios, Ramps: new or expansion/addition	$40.00	$40.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Driveways: new or expansion/addition	$40.00	$40.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Fence: new or expansion/addition	$25.00	$25.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Garages, Utility Buildings, Sheds; new/expansion/addition or raze and rebuild.	$40.00	$40.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Parking Areas: new or expansion/addition	$35.00	$35.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Pools: new or expansion/addition	$30.00	$30.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Design Standard Zoning Verification Fee	$30.00	$30.00	Partial Cost Recovery	
COMM DEV/PLANNING		**Multiple Family Structures:**				
COMM DEV/PLANNING	Permit	Decks, Patios, Ramps: new or expansion/addition	$30.00	$30.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Fence: new or expansion/addition	$25.00	$25.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Pools: new or expansion/addition	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Utility Buildings, Sheds: new or expansion/addition	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/PLANNING		**Other:**				
COMM DEV/PLANNING	Permit	Landscape Review / Revision / Amendment	$125.00	$125.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Floodplain Land Use Permit	$250.00	$250.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Shoreland Land Use Permit	$125.00	$125.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	New Communications Tower or Class I Colocation	$3,000.00	$3,000.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Mobile Vending	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Quadricycle	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING		**Signs:**				
COMM DEV/PLANNING	Permit	New Pylon or Ground Sign	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	New Wall Sign	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Electric Message Center Sign	$125.00	$125.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Sign Face Replacement	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Projecting Sign	$100.00	$100.00	Partial Cost Recovery	

Department / Division	*Type*	*Fee / Charge Description*	*2025 Rate / Amount*	*Prior Rate / Amount*	*Basis for the Fee*	*Notes for Council*
COMM DEV/PLANNING	Permit	Awning Sign	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Other Signs as regulated by Ordinance	$75.00	$75.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Sign Revision / Amendment	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/PLANNING		**ITEMS BEFORE BOARD OF APPEALS**				
COMM DEV/PLANNING	Permit	Variance to Zoning Ordinance	$175.00	$175.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Variance to City Building Code	$125.00	$125.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Appeal to Interpretation	$125.00	$125.00	Partial Cost Recovery	
COMM DEV/PLANNING		**TEMPORARY USE PERMITS**				
COMM DEV/PLANNING	Permit	30 days of less	$75.00	$75.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	31 to 60 days	$125.00	$125.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	61 to 90 days	$150.00	$150.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Multiple Site Fee	Regular Fee for First Site + 50% of fee each additional site if all obtained at one time (up to 4 sites total)	Regular Fee for First Site + 50% of fee each additional site if all obtained at one time (up to 4 sites total)	Partial Cost Recovery	
COMM DEV/PLANNING		**ZONING CODE ENFORCEMENT SERVICE FEES**				
COMM DEV/PLANNING	Fee	Initial Service Fee	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	2nd Service Fee	$200.00	$200.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	3rd Service Fee	$300.00	$300.00	Partial Cost Recovery	
COMM DEV/PLANNING		**MISCELLANEOUS**				
COMM DEV/PLANNING	Permit	Chicken, Duck, and Beekeeping License/Renewal	$15.00	$15.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Pilot Program for Docked Mobility Systems License / Renewal	$100.00	$100.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Condominium Plat / Administrative Review Only	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Home Occupation License	$25.00	$25.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Historical Tax Credit Research Fee	$75.00 per hour + Costs	$75.00 per hour + Costs		
COMM DEV/PLANNING	Fee	Land Division / Administrative Review Only	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Lot Consolidation / Administrative Review Only	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Mortgage Subordination Request	$150.00	$150.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Sidewalk Café Permit	$50.00	$50.00	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Certificate of Occupancy	$100.00	$100.00		
COMM DEV/PLANNING	Permit	Zoning Compliance Letter - Single Family and Two Family properties	$35.00	$35.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Zoning Compliance Letter - Multi-family/Commercial/Industrial properties	$80.00	$80.00	Partial Cost Recovery	
COMM DEV/PLANNING	Permit	Zoning Compliance Letter - Zoning Only Written Verification	$30.00	$30.00	Partial Cost Recovery	
COMM DEV/PLANNING		**PARKLAND DEDICATION FEES (Applies to all residential final plats, condo plats, and CSM's**				
COMM DEV/PLANNING		**Lot Fees (Lot fees due at time of platting):**				
COMM DEV/PLANNING	Fee	Single Family	$200.00 per lot	$200.00 per lot	Fee in lieu of parkland dedication	
COMM DEV/PLANNING	Fee	Multi - Family	$165.00 per lot	$165.00 per lot	Fee in lieu of parkland dedication	
COMM DEV/PLANNING		**Unit Fees (Unit fees due at time of building permit application):**				
COMM DEV/PLANNING	Fee	Single Family	$200.00 per lot	$200.00 per lot	Fee in lieu of parkland dedication	
COMM DEV/PLANNING	Fee	Multi - Family	$165.00 per lot	$165.00 per lot	Fee in lieu of parkland dedication	
COMM DEV/PLANNING		**MAPS**				
COMM DEV/PLANNING		**Site Plan and Floodplain:**				
COMM DEV/PLANNING	Fee	8 1/2 x 11	$7.50 (Includes Sales Tax)	$7.50 (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	11 x 17	$11.00 (Includes Sales Tax)	$11.00 (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING		**City Map with Street Listings:**				
COMM DEV/PLANNING	Fee	Color - Special Order (B & W available from Public Works)	$25.00 (Includes Sales Tax)	$25.00 (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING		**Specialized:**				
COMM DEV/PLANNING	Fee	8 1/2 x 11	$7.50 base fee + $75.00 per hour (Includes Sales Tax)	$7.50 base fee + $75.00 per hour (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	8 1/2 x 14	$8.00 base fee + $75.00 per hour (Includes Sales Tax)	$8.00 base fee + $75.00 per hour (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	11 x 17	$10.00 base fee + $75.00 per hour (Includes Sales Tax)	$10.00 base fee + $75.00 per hour (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	Larger than 11 x 17	$25.00 base fee + $75.00 per hour (Includes Sales Tax)	$25.00 base fee + $75.00 per hour (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING		**Zoning:**				
COMM DEV/PLANNING	Fee	1500 scale, color (12 + .60)	$12.60 (Includes Sales Tax)	$12.60 (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	1000 scale, color (20 + 1)	$21.00 (Includes Sales Tax)	$21.00 (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING		**DOCUMENTS**				
COMM DEV/PLANNING		**2005 Comprehensive Plan (Also available on the City's web page):**				
COMM DEV/PLANNING	Fee	Hard copy (10 + .50)	$10.50 (Includes Sales Tax)	$10.50 (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	CD (5 + .25)	$5.25 (Includes Sales Tax)	$5.25 (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING		**Zoning Ordinance:**				
COMM DEV/PLANNING	Fee	Hard copy (15 + .75)	$15.75 (Includes Sales Tax)	$15.75 (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING		**Historic District Survey:**				

Department / Division	*Type*	*Fee / Charge Description*	*2025 Rate / Amount*	*Prior Rate / Amount*	*Basis for the Fee*	*Notes for Council*
COMM DEV/PLANNING	Fee	Hard Copy (10 + .50)	$10.50 (Includes Sales Tax)	$10.50 (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING	Fee	CD (5 + .25)	$5.25 (Includes Sales Tax)	$5.25 (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING		**Bike and Pedestrian Plan:**				
COMM DEV/PLANNING	Fee	Hard Copy (10 + .50)	$10.50 (Includes Sales Tax)	$10.50 (Includes Sales Tax)	Partial Cost Recovery	
COMM DEV/PLANNING		**Sustainability Plan:**				
COMM DEV/PLANNING	Fee	Hard Copy (10 + .50)	$10.50 (Includes Sales Tax)	$10.50 (Includes Sales Tax)	Partial Cost Recovery	
POLICE			**POLICE DEPARTMENT**			
POLICE	Fee	Open records request per disk-electronic	$1.50 (Includes Sales Tax)	$1.50 (Includes Sales Tax)	Cost recovery	
POLICE	Fee	Crash Reports online	No charge	No charge	Cost recovery	
POLICE	Fee	Crash Reports for paper copy	$1.00 per report (Includes Sales Tax)	$1.00 per report (Includes Sales Tax)	Cost recovery	
POLICE	Fee	Open records request - Printed Photographs-	$0.25 per page / $1.50 per disk (Includes Sales Tax)	$0.25 per page / $1.50 per disk (Includes Sales Tax)	Cost recovery	
POLICE	Fee	Safety City Summer Program - per child	No charge	No charge	Market	
POLICE	Fee	Parking permits per month	$10.00 per month (Includes Sales Tax)	$10.00 per month (Includes Sales Tax)	Market	
P.W.			**PUBLIC WORKS**			
P.W.		**SNOW REMOVAL:**	Please refer to the agreement approved on Res 24-577, fees change later in the year every year			
P.W.	Infraction	First 100'	$148.00	$148.00	Cost Recovery	Approved on Res. 24-577
P.W.	Infraction	Additional Length over 100'	$1.38	$1.38	Cost Recovery	Approved on Res. 24-577
P.W.	Infraction	Handicap Ramp/Crosswalk Quadrant	$105.00	$98.00	Cost Recovery	Approved on Res. 24-577
P.W.		**SALT PLACEMENT:**				
P.W.	Infraction	First 100'	$90.00	$92.50	Cost Recovery	Approved on Res. 24-577
P.W.	Infraction	Additional Length over 100'	$0.95	$0.90	Cost Recovery	Approved on Res. 24-577
P.W.		**UNUSUAL SNOW CONDITIONS:**				
P.W.	Infraction	Mobilization	$95.00	$100.00	Cost Recovery	Approved on Res. 24-577
P.W.	Infraction	Loading Snow (per hour)	$95.00	$120.00	Cost Recovery	Approved on Res. 24-577
P.W.	Infraction	Hauling Snow (per hour)	$95.00	$130.00	Cost Recovery	Approved on Res. 24-577
P.W.	Infraction	Administrative Charge for each parcel	$25.00	$25.00	Partial Cost Recovery	No change
P.W.	Infraction	Remove Ice from Sump Pump Discharge (per hour)	$78.00	$85.00	Cost Recovery	Approved on Res. 24-577
P.W./ENGINEERING			**PUBLIC WORKS / ENGINEERING**			
P.W./ENGINEERING	Charge	Sale of plans / specifications	$25.00	$25.00	Partial Cost Recovery	
P.W./ENGINEERING	Charge	Spec books / hard copies	$25.00	$25.00	Partial Cost Recovery	
P.W./ENGINEERING	Charge	Storm Drainage Plan Approval (when required by Public Works Dept.)	Actual Cost + 2% Administrative Fee	Actual Cost + 2% Administrative Fee	Cost Recovery	
P.W./ENGINEERING		**STORM WATER UTILITY CREDIT APPLICATION**				
P.W./ENGINEERING	Fee	Non-Residential Flow Controls Only	$200.00	$200.00	Partial Cost Recovery	
P.W./ENGINEERING	Fee	Non-Residential Pollution Control Only	$200.00	$200.00	Partial Cost Recovery	
P.W./ENGINEERING	Fee	Non-Residential Flow Control and Pollution Control	$300.00	$300.00	Partial Cost Recovery	
P.W./ENGINEERING	Fee	Residential Property owners requesting Best Management Practice Credit	$10.00	$10.00	Partial Cost Recovery	
P.W./ENGINEERING	Fee	Residential Property owners requesting Riparian Credit of 25%	$10.00	$10.00	Partial Cost Recovery	
P.W./ENGINEERING	Fee	Residential Property owners requesting a Riparian Credit greater than 25%	$10.00	$10.00	Partial Cost Recovery	
P.W./ENGINEERING	Fee	Residential Property owners requesting Best Management Practice Credit and 25% Riparian Credit	$10.00	$10.00	Partial Cost Recovery	
P.W./ENGINEERING	Fee	Residential Property owners requesting Best Management Practice Credit and Riparian Credit greater than 25%	$10.00	$10.00	Partial Cost Recovery	
P.W./ENGINEERING		**RIGHT-OF-WAY PERMIT FEES**				
P.W./ENGINEERING	Fee	Base Fee	$15.00	$15.00	Cost Recovery	
P.W./ENGINEERING	Fee	Cost per foot	$0.75	$0.75	Cost Recovery	
P.W./ENGINEERING	Fee	Cost per structure	$25.00	$25.00	Cost Recovery	
P.W./RECYCLING			**RECYCLING**			
P.W./RECYCLING		**RECYCLING**				
P.W./RECYCLING	Fee	Per year, per residential unit	$35.00	$35.00	Cost Recovery	
P.W./RECYCLING	Fee	More than one solid waste cart at a residential dwelling per year	$180.00	$180.00	Partial Cost Recovery	
P.W./RECYCLING		**YARD WASTE DISPOSAL**				
P.W./RECYCLING	Fee	Use of City yard waste disposal site for a resident per year	$25.00	$25.00	Partial Cost Recovery	
P.W./RECYCLING	Fee	Use of City yard waste disposal site NON-resident per year	$125.00	$125.00	Partial Cost Recovery	
P.W./SANITATION			**SANITATION**			
P.W./SANITATION		**GARBAGE PICK-UP FEES**				
P.W./SANITATION	Fee	**Appliances**: stoves, microwaves, washers, dryers, air conditioners, dehumidifiers, humidifiers, freezers, refrigerators.	$23.00	$23.00	Partial Cost Recovery	

Department / Division	*Type*	*Fee / Charge Description*	*2025 Rate / Amount*	*Prior Rate / Amount*	*Basis for the Fee*	*Notes for Council*
P.W./SANITATION	Fee	**Metal:** water heaters, lawn mowers, snow blowers, bed frames, etc., PER ITEM	$13.00	$13.00	Partial Cost Recovery	
P.W./SANITATION	Fee	**Large items:** couches, upholstered furniture, kitchen table and chairs, desks, box springs, mattresses, and objects larger than 3' x 3' x 3'., PER ITEM	$15.00	$15.00	Partial Cost Recovery	
P.W./SANITATION	Charge	Garbage Cart – 64 gallon	$96.00 + Sales Tax	$96.00 + Sales Tax		
P.W./SANITATION	Charge	Garbage Cart – 96 gallon	$110.00 + Sales Tax	$110.00 + Sales Tax		
P.W./SANITATION	Charge	Garbage Cart Lid Only – 96 gallon	$47.50 (Includes Sales Tax)	$47.50 (Includes Sales Tax)		
P.W./SANITATION	Charge	Recycling Cart – 96 gallon	$110.00 + Sales Tax	$110.00 + Sales Tax		
P.W./SANITATION	Charge	Recycling Cart Lid Only – 96 gallon	$47.50 (Includes Sales Tax)	$47.50 (Includes Sales Tax)		
P.W./SANITATION	Infraction	Return to collect a tagged item in violation / Admin Fee plus	$25 per item plus $25 Admin Fee	$25 per item plus $25 Admin Fee	Partial Cost Recovery	
P.W./SANITATION	Infraction	Excessive amounts of garbage/refuse left on the terrace / Admin Fee plus	$250 plus $25 Admin Fee	$250 plus $25 Admin Fee	Partial Cost Recovery	
P.W./WATER		**WATER**				
P.W./WATER	Fee	Water sample test - Lead	$55.00	N/A	Cost Recovery	City cost is $47/sample plus $25 per shipment. (Mult. Samples can be in shipment)
PARKS/SENIOR SRVS		**ROOM RENTAL**				
PARKS/SENIOR SRVS		**South Facility:**				
PARKS/SENIOR SRVS	Charge	Great Room per hour	$30.00 (Includes Sales Tax)	$30.00 (Includes Sales Tax)	Market	
PARKS/SENIOR SRVS	Charge	Classroom / per hour	$35.00 (Includes Sales Tax)	$35.00 (Includes Sales Tax)	Market	
PARKS/SENIOR SRVS	Charge	Willow per hour	$40.00 (Includes Sales Tax)	$40.00 (Includes Sales Tax)	Market	
PARKS/SENIOR SRVS	Charge	Oasis per hour	$50.00 (Includes Sales Tax)	$50.00 (Includes Sales Tax)	Market	
PARKS/SENIOR SRVS	Charge	All South Facility	$65.00 (Includes Sales Tax)	$65.00 (Includes Sales Tax)	Market	
PARKS/SENIOR SRVS		**North Facility:**				
PARKS/SENIOR SRVS	Charge	Kiwanis Hall	$50.00 (Includes Sales Tax)	$50.00 (Includes Sales Tax)	Market	
PARKS/SENIOR SRVS		**PROGRAMMING CHARGES**				
PARKS/SENIOR SRVS	Charge	Nail Care	$40.00	$28.00	Market / Partial Cost Recovery	Increased $12 due to contractor costs
PARKS/SENIOR SRVS	Charge	Special Events	$10.00-$30.00 minus tax	$10.00-$17.00 minus tax	Market / Partial Cost Recovery	Increased $5 due to costs
PARKS/SENIOR SRVS	Charge	Wellness Classes	$3.00 - $60.00	$3.00 - $60.00	Market / Partial Cost Recovery	
PARKS/SENIOR SRVS	Charge	Art Classes	$3.00 - $60.00	$3.00 - $50.00	Market / Partial Cost Recovery	Base fee decreased $.50
PARKS/SENIOR SRVS	Charge	Education Classes	$3.00 - $60.00	$3.00 - $50.00	Market / Partial Cost Recovery	Base fee decreased $.50
PARKS/SENIOR SRVS	Charge	Technology Classes	$2.00 - $30.00	$2.00 - $10.00	Market / Partial Cost Recovery	
PARKS/SENIOR SRVS	Charge	Virtual Classes	$2.00 - $10.00	$2.00 - $10.00	Market / Partial Cost Recovery	
PARKS/SENIOR SRVS		**Stay Social Pass (Cards, games, knitting):**				
PARKS/SENIOR SRVS	User Fee	Daily Rate	$1.00/$1.50 (Includes Sales Tax)	$.75/$1.25 (Includes Sales Tax)	Partial Cost Recovery	Increase $.25. First increase since 2018.
PARKS/SENIOR SRVS	User Fee	Monthly Rate	$6.00/$9.00 (Includes Sales Tax)	$5.75/$8.50 (Includes Sales Tax)	Partial Cost Recovery	Increase $.25 and $50. First increase since 2018.
PARKS/SENIOR SRVS	User Fee	Yearly Rate	$60.00/$90.00 (Includes Sales Tax)	$56.75/$85.00 (Includes Sales Tax)	Partial Cost Recovery	Increase $3.25 and $5. First increase since 2018.
PARKS/SENIOR SRVS		**Stay Active Pass (Exercise Classes and Fox Fitness Center):**				
PARKS/SENIOR SRVS	Charge	Daily Rate	$3.00/$4.50 (Includes Sales Tax)	$2.50/$3.75 (Includes Sales Tax)	Partial Cost Recovery	Increase $.50 and $.75. First increase since 2018.
PARKS/SENIOR SRVS	Charge	Monthly Rate	$20.00/$30.00 (Includes Sales Tax)	$17.00/$25.50 (Includes Sales Tax)	Partial Cost Recovery	Increase $3 and $4.50. First increase since 2018.
PARKS/SENIOR SRVS	Charge	Yearly Rate	$200.00/$300.00 (Includes Sales Tax)	$192.00/$288.00 (Includes Sales Tax)	Partial Cost Recovery	Increase $8 and $12. First increase since 2018.
PARKS/SENIOR SRVS		**Creative Expression Pass (Program Open Hours):**				
PARKS/SENIOR SRVS	User Fee	Daily Rate	$1.50/$2.25 (Includes Sales Tax)	$1.50/$2.25 (Includes Sales Tax)	Partial Cost Recovery	
PARKS/SENIOR SRVS	User Fee	Monthly Rate	$6.50/$9.75 (Includes Sales Tax)	$6.50/$9.75 (Includes Sales Tax)	Partial Cost Recovery	
PARKS/SENIOR SRVS	User Fee	Yearly Rate	$78.00/$117.00 (Includes Sales Tax)	$78.00/$117.00 (Includes Sales Tax)	Partial Cost Recovery	
TRANS/SIGN		**SIGN**				
TRANS/SIGN	Infraction	Damage to signs	Actual Cost	Actual Cost	Cost Recovery	
P.W./STREETS		**STREETS**				
P.W./STREETS		**WEED / GRASS CUTTING:**				
P.W./STREETS	Infraction	Weed eater plus $50 admin fee per lot	$3.45/hour	$3.45/hour	Cost Recovery	Equipment only rate
P.W./STREETS	Infraction	Pickup Truck plus $50 admin fee per lot	$14.66/hour	$14.66/hour	Cost Recovery	Equipment only rate
P.W./STREETS	Infraction	Utility Tractor/Mower plus $50 admin fee per lot	$24.14/hour	$24.14/hour	Cost Recovery	Equipment only rate
P.W./STREETS	Infraction	Large Tractor/Mower plus $50 admin fee per lot	$23.64/hour	$23.64/hour	Cost Recovery	Equipment only rate
P.W./STREETS	Fee	Administrative Fee	$50.00/hour	$40.82/hour		Equipment only rate
P.W./STREETS	Fee	Labor	$57.00/hour	$52.00/hour		
P.W./STREETS	Fee	Overtime	1.5x the Above Hourly Rates	N/A		
TRANS		**TRANSPORTATION**				
TRANS		**BUS FARES - CITY ROUTES**				
TRANS	Fee	Cash Fare (6 - 59 y/o)	$2.00	$1.50	Partial Cost Recovery	
TRANS	Fee	Senior Citizen (60 y/o plus)	$1.00	$0.75	Per FTA, 50% or less of cash fare	
TRANS	Fee	Disabled (w/ADA card or Dial-A-Ride)	$1.00	$0.75	Per FTA, 50% or less of cash fare	

Department / Division	*Type*	*Fee / Charge Description*	*2025 Rate / Amount*	*Prior Rate / Amount*	*Basis for the Fee*	*Notes for Council*
TRANS	Fee	Children (under 6 yrs. of age)	FREE	FREE	Market	
TRANS	Fee	Single Paper Token (WisGO Lite)	$2.00	$1.75	Equal to cash fare; no discount	
TRANS	Fee	Monthly Cap (unlimited rides)	$40.00	$35.00	Equal to reduced cash fare, no discount	
TRANS	Fee	90 Day Pass (unlimited rides) if paid in advance	$105.00	$105.00	Cost Recovery	
TRANS	Fee	EAA Shuttle (round trip)	$5.00	$5.00	Higher than cash fare / discourage use	
TRANS	Fee	EAA Pass	$30.00	$35.00	Partial Cost Recovery	
TRANS	Fee	FVTC Students - show FVTC ID w/current semester sticker	Free	$90.00	Discounted Market	
TRANS	Fee	Oshkosh Area Public School K-12 students (with Go Transit Photo ID Card)	Free	$5.00	Based on cash fare	
TRANS	Fee	**GO CONNECT - OSHKOSH/NEENAH**				
TRANS	Fee	Cash Fare	$5.00	$5.00	Partial Cost Recovery	
TRANS	Fee	FVTC Students - show FVTC ID w/current semester sticker	Free	Free	Separate agreement with FVTC	
TRANS		**OTHER FEES**				
TRANS	Fee	Access-To-Jobs Card	$4.00	$4.00	Cost Recovery	
TRANS	Fee	ADA replacement card	$4.00	$4.00	Cost Recovery	
TRANS	Fee	Bus Pass Lamination	$1.00	$1.00	Cost Recovery	
TRANS	Fee	Student Pass Replacement	$2.00	$2.00	Cost Recovery	
		WisGO Replacement Card Fee	$2.00	$0.00	N/A	
TRANS		**PARATRANSIT FARES**				
TRANS	Fee	ADA Non-Ambulatory (Basic)	$3.00	$3.00	Partial Cost Recovery, maximum equals double cash-fare	
TRANS	Fee	ADA Non-Ambulatory (Premium)	$4.00	$4.00	Based on ADA Basic Fare w/$1.00 surcharge for door-through-door service	
TRANS	Fee	ADA Non-Ambulatory (After Hours)	$6.00	$6.00	Partial Cost Recovery	
TRANS	Fee	ADA Ambulatory (Basic)	$3.00	$3.00	Partial Cost Recovery, maximum equals double cash-fare	
TRANS	Fee	ADA Ambulatory (Premium)	$4.00	$4.00	Based on ADA Basic Fare w/$1.00 surcharge for door-through-door service	
TRANS	Fee	ADA Ambulatory (After Hours)	$6.00	$6.00	Partial Cost Recovery	
TRANS	Fee	Dial - A - Ride: Senior	$4.50	$4.50	Partial Cost Recovery	
TRANS	Fee	Dial - A - Ride: After Hours	$6.00	$6.00	Partial Cost Recovery	
TRANS	Fee	Access to Jobs	$4.00	$4.00	Partial Cost Recovery	
TRANS	Fee	Rural Program	$7.00	$7.00	Partial Cost Recovery	
TRANS	Fee	ADA Non-Ambulatory Agency Tickets	$17.00	$0.00	Partial Cost Recovery	
TRANS	Fee	ADA Ambulatory Agency Tickets	$17.00	$0.00	Partial Cost Recovery	
TRANS	Fee	ADA Rural Ambulatory / Non-Ambulatory over 60 Agency Tickets	$25.00	$0.00	Partial Cost Recovery	
FINANCE/WTR UTIL			**WATER UTILITY**			
FINANCE/WTR UTIL		**MONTHLY WATER SERVICE CHARGES (Effective 06-01-2023)**				
FINANCE/WTR UTIL		**Fixed charge by meter size = service charge + fire protection charge:**				
FINANCE/WTR UTIL	User Fee	5/8" and 3/4"	$9.94 + $4.07	$9.94 + $4.07	Cost Recovery	
FINANCE/WTR UTIL	User Fee	1"	$15.00 + $10.50	$15.00 + $10.50	Cost Recovery	
FINANCE/WTR UTIL	User Fee	1 1/4"	$21.00 + $16.00	$21.00 + $16.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	1 1/2"	$25.00 + $21.00	$25.00 + $21.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	2"	$40.00 + $33.00	$40.00 + $33.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	3"	$59.00 + $61.00	$59.00 + $61.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	4"	$86.00 + $102.00	$86.00 + $102.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	6"	$145.00 + $204.00	$145.00 + $204.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	8"	$211.00 + $326.00	$211.00 + $326.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	10"	$299.00 + $488.00	$299.00 + $488.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	12"	$386.00 + $651.00	$386.00 + $651.00	Cost Recovery	
FINANCE/WTR UTIL		**Water Volume Charges (100 CU. FT. = 748 Gallons):**				
FINANCE/WTR UTIL	User Fee	First 1,000 CU. FT.	$6.10 per 100 CU. FT.	$6.10 per 100 CU. FT.	Cost Recovery	
FINANCE/WTR UTIL	User Fee	Next 2,300 CU. FT.	$5.80 per 100 CU.FT.	$5.80 per 100 CU.FT.	Cost Recovery	
FINANCE/WTR UTIL	User Fee	Next 63,334 CU. FT.	$5.60 per 100 CU. FT.	$5.60 per 100 CU. FT.	Cost Recovery	
FINANCE/WTR UTIL	User Fee	Over 66,667 CU. FT.	$5.05 per 100 CU. FT.	$5.05 per 100 CU. FT.	Cost Recovery	
FINANCE/WTR UTIL		**OTHER CHARGES**				
FINANCE/WTR UTIL	Penalty	Late payment on water bills	1% per month	1% per month		
FINANCE/WTR UTIL	User Fee	Non-Sufficient charge	$35.00	$35.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	Special Meter Reading charge	$15.00	$15.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	Special Billing charge	$10.00	$10.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	Real Estate Closing Account charge	$10.00	$10.00	Cost Recovery	
FINANCE/WTR UTIL		**PUBLIC SERVICE**				
FINANCE/WTR UTIL	User Fee	Municipal buildings, schools, sewer treatment plants, etc. shall be metered and the regular metered service rates applied.	metered rate	metered rate	Cost Recovery	
FINANCE/WTR UTIL		**Water used on an intermittent basis for:**				
FINANCE/WTR UTIL	User Fee	Flushing sewers, street sprinkling, flooding skating rinks, drinking fountains, etc. shall be metered where meters can be set to measure the service.	metered rate	metered rate	Cost Recovery	

Department / Division	Type	Fee / Charge Description	2025 Rate / Amount	Prior Rate / Amount	Basis for the Fee	Notes for Council
FINANCE/WTR UTIL	User Fee	Where it is impossible to measure the service, estimated quantity used shall be billed at the metered rate.	metered rate	metered rate	Cost Recovery	
FINANCE/WTR UTIL		**General Water Service - Unmetered:**				
FINANCE/WTR UTIL	User Fee	Cannot immediately install a water meter, service may be supplied temporarily on an unmetered basis at the monthly rate	$38.41 per month	$38.41 per month	Cost Recovery	
FINANCE/WTR UTIL		**Seasonal, Emergency, or Temporary:**				
FINANCE/WTR UTIL	User Fee	Annual seasonal service charge	$60.00	$60.00	Cost Recovery	
FINANCE/WTR UTIL		**Building and Construction Water Service:**				
FINANCE/WTR UTIL	User Fee	Single-family and small commercial bldgs.	unmetered rate	unmetered rate	Cost Recovery	
FINANCE/WTR UTIL	User Fee	Large commercial, industrial, or multiple apartment buildings, a temporary metered installation shall be made	general metered rates	general metered rates	Cost Recovery	
FINANCE/WTR UTIL		**Bulk Water:**				
FINANCE/WTR UTIL	User Fee	Water supplied through hydrants or other connections	metered rate	metered rate	Cost Recovery	
FINANCE/WTR UTIL		**Reconnection Charges:**				
FINANCE/WTR UTIL	User Fee	Reinstallation of meter, including valving at curb stop - during regular business hours	$60.00	$60.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	Reinstallation of meter, including valving at curb stop - after normal business hours	$75.00	$75.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	Valve turned on at curb stop - regular hours	$60.00	$60.00	Cost Recovery	
FINANCE/WTR UTIL	User Fee	Valve turned on at curb stop - after hours	$75.00	$75.00	Cost Recovery	
SPL EVENTS (VAR. DEPTS)		**SPECIAL EVENTS (VARIOUS DEPARTMENTS)**				
SPL EVENTS (VAR. DEPTS)		**SPECIAL EVENTS APPLICATION FEES**				
SPL EVENTS (VAR. DEPTS)	Permit	Special Events Application - Single Day Event	$25.00	$25.00	Partial Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Permit	Special Events Application Fee - Multi Day / Event	$35.00	$35.00	Partial Cost Recovery	
SPL EVENTS (VAR. DEPTS)		**POLICE (PER HOUR)**				
SPL EVENTS (VAR. DEPTS)	Charge	Community Service Officer (Straight Time)	$21.02	$20.31	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Community Service Officer (1 1/2 Time)	$31.54	$30.47	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Community Service Officer (Dbl Time)	$42.05	$40.63	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Patrol Officer (Straight Time)	$57.26	$54.65	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Patrol Officer (1 1/2 Time)	$85.89	$81.97	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Patrol Officer (Dbl Time)	$114.52	$109.29	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Supervisor - Lieutenants (Straight Time)	$66.40	$63.20	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Supervisor - Lieutenants (1 1/2 Time)	$99.60	$94.79	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Supervisor - Lieutenants (Dbl Time)	$132.80	$126.39	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Supervisor - Sergeants (Straight Time)	$63.00	$59.96	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Supervisor - Sergeants (1 1/2 Time)	$94.50	$89.94	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Supervisor - Sergeants (Dbl Time)	$126.00	$119.62	Cost Recovery	
SPL EVENTS (VAR. DEPTS)		**FIRE (PER HOUR)**				
SPL EVENTS (VAR. DEPTS)	Charge	Fire Inspection (per hour)	$88.33	$75.00	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Paramedic Crew	$169.94	$163.48	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Airport Rescue Firefighting Crew	$181.06	$174.17	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Engine / Fire Crew	$266.03	$255.91	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Fire Personnel (Straight Time)	$56.65	$54.49	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Fire Personnel (1 1/2 Time)	$84.97	$81.74	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Fire Personnel (Dbl Time)	$113.29	$108.99	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Fire Battalion Chief (Straight Time)	$71.74	$69.01	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Fire Division Chief (Straight Time)	$71.74	$69.01	Cost Recovery	
SPL EVENTS (VAR. DEPTS)		**PARKS (PER HOUR)**				
SPL EVENTS (VAR. DEPTS)	Fee	Seasonal (Straight Time)	$21.88	$21.88	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Fee	Seasonal (1 1/2 Time)	$32.81	$32.81	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Fee	Seasonal (Dbl Time)	$43.75	$43.75	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Fee	Parks Full Time (Straight Time)	$36.67	$35.64	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Fee	Parks Full Time (1 1/2 Time)	$55.00	$53.46	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Fee	Parks Full Time (Dbl Time)	$73.37	$71.28	Cost Recovery	
SPL EVENTS (VAR. DEPTS)		**TRANSPORTATION (PER HOUR)**				
SPL EVENTS (VAR. DEPTS)	Charge	Sign Personnel (Straight Time)	$31.18	$28.75	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Sign Personnel (1 1/2 Time)	$46.76	$43.13	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Sign Personnel (Dbl Time)	$62.35	$57.50	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Electrician (Straight Time)	$46.31	$44.99	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Electrician (1 1/2 Time)	$69.47	$67.49	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Electrician (Dbl Time)	$92.63	$89.98	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Streets Personnel (Straight Time)	$38.29	$37.33	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Streets Personnel (1 1/2 Time)	$57.44	$55.99	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Street Personnel (Dbl Time)	$76.58	$74.65	Cost Recovery	
SPL EVENTS (VAR. DEPTS)		**INSPECTION SERVICES**				
SPL EVENTS (VAR. DEPTS)	Charge	Plumbing Inspection	No Fee	No Fee	No Fee	
SPL EVENTS (VAR. DEPTS)	Charge	Electrical Inspection	No Fee	No Fee	No Fee	
SPL EVENTS (VAR. DEPTS)		**GENERAL SERVICES / LICENSES / PERMITS**				

Department / Division	*Type*	*Fee / Charge Description*	*2025 Rate / Amount*	*Prior Rate / Amount*	*Basis for the Fee*	*Notes for Council*
SPL EVENTS (VAR. DEPTS)	License	Temporary Class "B" Retailers License	$10.00	$10.00	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Permit	Electrical Permits (minimum)	$30.01	$30.01	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Utilities (multi-day or large event usage)	Actual cost of metered or estimated cost if metering is impractical	Actual cost of metered or estimated cost if metering is impractical	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Permit	Bonfire Permit	$75.00	$33.00	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Permit	Pyrotechnics Permit	$125.00	$33.00	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Permit	Temporary Use Permit	Waived for Special Events	Waived for Special Events	Waived for Special Events	
SPL EVENTS (VAR. DEPTS)		**EQUIPMENT FEES / RENTALS (vehicle rates based on 2023 FEMA rates)**				
SPL EVENTS (VAR. DEPTS)		**No Parking Signs (per day)**				
SPL EVENTS (VAR. DEPTS)	Charge	Less than 20 signs	No Fee	No Fee	No Fee	
SPL EVENTS (VAR. DEPTS)	Charge	20-49 signs	$11.00 + Sales Tax	$11.00 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	50-99 signs	$16.50 + Sales Tax	$16.50 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	100 or more signs	$27.50 + Sales Tax	$27.50 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)		**Traffic Cones (per day)**				
SPL EVENTS (VAR. DEPTS)	Charge	Less than 20 signs	No Fee	No Fee	No Fee	
SPL EVENTS (VAR. DEPTS)	Charge	20-49 signs	$11.00 + Sales Tax	$11.00 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	50-99 signs	$16.50 + Sales Tax	$16.50 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	100 or more signs	$27.50 + Sales Tax	$27.50 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Street Barricades & Signs (each)	$5.50 + Sales Tax	$5.50 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Street Barrels (each)	$2.50 + Sales Tax	$2.50 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	All Terrain Vehicle (ATV) Engine 125 cc	$10.37 + Sales Tax	$10.37 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	All Terrain Vehicle (ATV) Engine 400 cc	$12.52 + Sales Tax	$12.52 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	All Terrain Vehicle (ATV) Engine 450 cc	$13.46 + Sales Tax	$13.46 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	All Terrain Vehicle (ATV) Engine 650 cc	$19.07 + Sales Tax	$19.07 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Aerial Lift, Truck Mntd Max. Platform Height 40 ft.	$10.82 + Sales Tax	$10.82 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Aerial Lift, Truck Mntd Max. Platform height 61 ft.	$23.90 + Sales Tax	$23.90 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Aerial Lift, Truck Self Propelled Max. Platform Height 37 Ft Ht	$62.39 + Sales Tax	$62.39 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Ambulance	$48.32 + Sales Tax	$48.32 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Auger, Truck Mntd Max. Auger Size	$48.94 + Sales Tax	$48.94 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Automobile, Police (stationary w/engine running)	$19.89 + Sales Tax	$19.89 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Back-Pack Blower	$1.90 + Sales Tax	$1.90 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Boat, Runabout 13'X5'	$20.51 + Sales Tax	$20.51 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Broom, Pavement	$35.45 + Sales Tax	$35.45 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Bus to 150	$31.99 + Sales Tax	$31.99 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Bus to 210	$41.46 + Sales Tax	$41.46 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Bus to 300	$49.13 + Sales Tax	$49.13 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Crane, Truck Mntd. Max. Lift Capacity 24000 lbs	$39.32 + Sales Tax	$39.32 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Derrick, Hydraulic Digger Max. Boom Length 60 Ft	$27.14 + Sales Tax	$27.14 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Flat bed utility trailer 6 ton	$2.87 + Sales Tax	$2.87 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Fork Lift Capacity 6000 lbs	$21.31 + Sales Tax	$21.31 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Loader, Crawler Bucket Capacity 2CY	$69.08 + Sales Tax	$69.08 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Loader, Skid-Steer Operating Capacity 2000 lbs	$37.32 + Sales Tax	$37.32 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Loader, Wheel	$37.31 + Sales Tax	$37.31 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Light Tower Trex/Amida AL 4000 w/(4) 500 watt lights	$9.65 + Sales Tax	$9.65 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Mobile Command Center 2007 - Freightliner MT-55	$56.86 + Sales Tax	$56.86 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Pavement Sweeper 72 in	$184.20 + Sales Tax	$184.20 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Plow, Cable depth 24"	$15.31 + Sales Tax	$15.31 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Pump, Trash Pump 10MTC 2" Pump	$11.72 + Sales Tax	$11.72 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Skidder model Cat 525B	$122.04 + Sales Tax	$122.04 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Striper, Truck Mntd Paint Capacity 120 Gal.	$92.74 + Sales Tax	$92.74 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Striper, Walk-behind Paint Capacity 12 Gal.	$2.93 + Sales Tax	$2.93 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Trailer, Office 8'X24'	$1.98 + Sales Tax	$1.98 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Trencher Wheel Mounted	$50.19 + Sales Tax	$50.19 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Truck, Pickup 1/2 ton Pickup Truck 4X2-Axle	$16.68 + Sales Tax	$16.68 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Truck, Pickup 3/4 ton Pickup Truck 4X2-Axle	$17.00 + Sales Tax	$17.00 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Truck, Pickup 3/4 ton Pickup Truck 4X4-Axle	$36.62 + Sales Tax	$36.62 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Truck, Pickup 1-ton Pickup Truck 4X2-Axle	$19.91 + Sales Tax	$19.91 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Truck, Pickup 1-ton Pickup Truck 4X4-Axle	$31.81 + Sales Tax	$31.81 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Truck, Pickup 1 1/2 ton Pickup Truck 4X4-Axle	$35.87 + Sales Tax	$35.87 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Truck, Fire 1500 GPM	$87.14 + Sales Tax	$87.14 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Truck, service fuel and lube up to 26,000 gvwr	$38.94 + Sales Tax	$38.94 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Van, Custom Special Service Canteen Truck	$22.74 + Sales Tax	$22.74 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)	Charge	Vehicle, Small	$7.94 + Sales Tax	$7.94 + Sales Tax	Cost Recovery	
SPL EVENTS (VAR. DEPTS)		**2024 Equipment Fees shown are equivalent to the current Federal Emergency Management Agency (FEMA) rates. Any Equipment utilized for a special event not included on this fee schedule will be subject to current FEMA rates and charged accordingly to the special event.**				

TO:	Honorable Mayor and Members of the Common Council
FROM:	Julie Calmes, Finance Director
DATE:	December 10, 2024
SUBJECT:	Res 24-686 Appropriate ARPA Funds for 2024 Projects in Lieu of Issuing Debt

BACKGROUND

Attached is a resolution to appropriate additional ARPA funds for technology costs, election equipment, conference tables, professional service agreement for financial process improvement, asbestos abatement and the raze and removal of property, and other vehicles and equipment.

The 2025 budget includes a Homeless initiative project within the Police Department. The initiative included approximately $6,100 in one-time technology costs that staff indicated would come from ARPA. This action will officially create the 2024 budget adjustment for these one-time costs so they can be purchased before year-end.

After the November election, the Clerk's office indicated that they needed 10 additional Badger Books for future elections.

A truck in the engineering fleet was in the 2024 CIP for replacement. However, the quote came in over budget, and there was only enough money in the budget to cover the cost of the vehicle, with nothing remaining to outfit it like the rest of the fleet. This ARPA allocation would cover the additional items needed such as toppers, slide out cargo tray, and more.

Field Operations is now fully staffed in Central Garage. However, additional technology items need to be ordered, including a laptop, docking station, and software to improve efficiency for all garage staff.

Library previously had ARPA funds allocated for public furnishings. Included in that ARPA allocation was the purchase of folding tables for the conference rooms. Additional funds are needed to complete this last piece of the purchases.

Finance had discussed with the Council during the 2025 budget workshops, the desire to have a third party come in and look at a few processes within the Finance department for efficiencies. This ARPA allocation would allow Finance to sign a professional service agreement for this purpose.

As the City has discussed for the last couple of years, the ARPA funds need to be encumbered by December 31, 2024, and spent by December 31, 2026. In an abundance of caution, I am also recommending we allocate ARPA funds for the following items: asbestos abatement of former Washington Elementary School, raze and removal of former Washington Elementary School, and Public Work's two truck chassis and two dump bodies, plows, wings, and tailgate spreaders. These three projects are also on the December 10th Council agenda for approval, and are able to be encumbered by December 31, 2024.

Each of these items currently has other funding sources available to them. My recommendation is to create ARPA as an additional funding source for each of these projects. In January 2025, Finance will need to go through our ARPA project allocations and determine which projects were encumbered by December 31, 2024. Any project that was not able to be encumbered, will need a budget adjustment to remove the ARPA funding. At that point, we will know if we need these three projects to be funded by ARPA or if we can do a budget adjustment to revert them back to their original funding source. This will ensure that we have fully committed our ARPA funds and will have no risk of returning any ARPA funds.

FISCAL IMPACT

The attached resolution would appropriate an additional $935,000 of ARPA funds. The City has currently over allocated ARPA funds, and this would have the "infrastructure" portion of ARPA funds over allocated by $1,273,801. Finance's goal has been to over allocate in case some of the previously allocated projects come in under budget. At this point, finance had been made aware that approximately $400,000 may not be able to be encumbered in time. After December 31, 2024, the City is not able to allocate ARPA funds to any new project. However, we are able to spend the previously allocated funds until December 31, 2026. There is sufficient interest income in the ARPA fund to cover any amount that remains over allocated.

Please contact me if you have any additional questions.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

Attachments

RES 24-686
2024-12-10 Budget Appropriations for ARPA

12/10/2024 24-686 RESOLUTION

CARRIED 7-0

PURPOSE: APPROPRIATE ARPA FUNDS FOR 2024 PROJECTS IN LIEU OF ISSUING DEBT

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

WHEREAS, Resolution 22-478 appropriated $4,097,600; and

WHEREAS, Resolution 23-573 appropriated $5,133,200; and

WHEREAS, Resolution 24-46 appropriated $595,000; and

WHEREAS, Resolution 24-79 appropriated $830,000; and

WHEREAS, Resolution 24-119 appropriated $388,000; and

WHEREAS, Resolution 24-235 appropriated $242,700; and

WHEREAS, Resolution 24-313 appropriated $23,000; and

WHEREAS, Resolution 24-398 appropriated $26,010; and

WHEREAS, Resolution 24-528 reduced appropriations by $1,480,718.24; and

WHEREAS, Resolution 24-528 appropriated $1,583,522; and

WHEREAS, Resolution 24-585 appropriated $129,300.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that funding from ARPA funds received by the City of Oshkosh be appropriated by funding $935,000 for technology costs, Badger Books, conference tables, professional service agreement with CLA, asbestos abatement, rase and remove and two Public Works dump trucks and equipment.

2024 Projects

Resolution 24-528				
Budget Adjustment to release unspent ARPA Appropriations	$	(1,480,718)		
Appropriate additional projects from CIP and budget	$	1,583,522		
Subtotal			$ 102,804	$ (209,501)

Resolution 24-585				
Additional funds for Fuel Tank / Island Repairs	$	7,100		
Additional funds for Fire Dept. Generators (includes $5,000 contingency)	$	15,200		
Passport One-Time Implementation Costs	$	107,000		
			$ 129,300	$ (338,801)

Additional 2024 Requests				
One-time technology costs associated with Homeless Initiative - Police	$	6,100		
Additional Badger Books - Elections	$	20,500		
Truck #386 - Topper, Slide Out Cargo Tray and more - Engineering	$	11,000		
Laptop, Docking Station and Software - Field Operations	$	3,100		
Folding Conference Tables - Library	$	7,300		
Professional Services Agreement with CLA - Finance	$	25,000		
Office Furniture Requests - Police, Engineering, Museum and Planning	$	25,000		
Pro-Press Machine for Plumber	$	4,000		
Asbestos Abatement of former Washington Elementary School	$	20,000		
Raze and Remove of former Washington Elementary School	$	173,000		
Two Truck Chassis & Two Dump Bodies, Plows, Wings & Tailgate Spreaders - DPW	$	640,000		
			$ 935,000	$ (1,273,801)

DATE: December 10, 2024

SUBJECT: West 7th Avenue Update

DATE: December 10, 2024

SUBJECT: Presentation from Oshkosh Area Humane Society (TBD)

TO:	Honorable Mayor and Members of the Common Council
FROM:	Julie Calmes, Finance Director
DATE:	December 10, 2024
SUBJECT:	Professional Services Agreement with CliftonLarsonAllen (CLA) for Financial Process Improvements (estimated $25,000)

BACKGROUND

The Finance department requested a proposal from CLA for consulting services to review and assist with the identification of process enhancements related to the monthly bank reconciliation and interest allocation. As part of these services, CLA will also have discussions with various departments to identify process enhancement opportunities, to understand departmental needs and how best to align within the City's policies and procedures. The work with other departments will be in relation to their financial transactions and processes.

ANALYSIS

CLA was chosen for these services due to their vast experience with governmental accounting.

FISCAL IMPACT

The cost of these services is estimated not to exceed $25,000 and will be funded by ARPA.

RECOMMENDATION

Chapter 12 of the Municipal Code of the City of Oshkosh provides that professional services of a specialized nature, including accounting services, may be procured without the use of formal, sealed quotes. In accordance with Section 12-16 of the Code, I am hereby submitting this report regarding this professional services agreement.

Please contact me or Director of Finance Calmes if you have any questions or concerns regarding this professional services agreement.

TO:	Honorable Mayor and Members of the Common Council
FROM:	Mark Rohloff, City Manager
DATE:	December 10, 2024
SUBJECT:	Professional Services Agreement with Strand Associates, Inc. (Strand) for 2025 Storm Water Management Assistance ($50,000)

BACKGROUND

The Department of Public Works requested a proposal from Strand for storm water management assistance services for the 2025 calendar year. This agreement is a "master services" agreement to cover a variety of on-call needs that may arise during the year. Project Authorizations will be prepared for each request for services that will define the scope of services and budget to be adhered to for those services. Services provided under this agreement typically include compliance with the Municipal Separate Storm Sewer System (MS4) permit, storm water pollution management analyses, and hydrologic and hydraulic modeling analyses, among other needs that may arise.

ANALYSIS

Strand was chosen for these services due to their knowledge of the City and vast experience with this type of work.

FISCAL IMPACT

The cost of these services is estimated not to exceed $50,000 and will be funded through the Storm Water Utility Operating Budget (Account #05612030-6401/Engineering & Planning-PS - Engineer/Survey/Appraisal and Account #03210410-6804-XXXXX/Contract Control-Storm Sewer-Multiple Projects.

RECOMMENDATION

Chapter 12 of the *Municipal Code of the City of Oshkosh* provides that professional services of a specialized nature, including engineering services, may be procured without the use of formal, sealed quotes. In accordance with ***Section 12-16*** of the Code, I am hereby submitting this report regarding this professional services agreement.

Please contact me if you have any questions concerning this professional services agreement.

Attachments

Strand 2025 SW Mgmt Proposal

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

RECEIVED
NOV 15 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

November 15, 2024

Mr. Justin Gierach, P.E., Engineering Division Manager/City Engineer
City of Oshkosh
215 Church Avenue
Oshkosh, WI 54901

Re: Engineering Services
2025 Stormwater On-Call

Dear Mr. Gierach:

This Proposal presents Strand Associates, Inc.®'s (CONSULTANT) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the City of Oshkosh, Wisconsin (CITY) for the 2025 Stormwater On-Call Services.

Scope of Services

CONSULTANT will provide on-call general engineering support services to CITY as directed and authorized by CITY's Representative in writing, including responding to CITY's questions, reviewing CITY-provided comments, and responding to CITY's stormwater engineering service needs. CITY may request that CONSULTANT establish a scope and fee for specific services for review and approval prior to starting services or may direct CONSULTANT in writing to proceed with defined services without preset limits.

Service Elements Not Included

The following services are not included in this Proposal. If such services are required, they shall be provided through an amendment to this Proposal or through a separate Proposal with CITY.

1. Archaeological or Botanical Investigations: CONSULTANT will assist CITY in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.

2. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.

3. Drawings and Specifications: Final design services including drawings and specifications.

4. Geotechnical Engineering: Geotechnical engineering information will be provided through CITY and CITY's geotechnical consultant. CONSULTANT will assist CITY with defining initial scope of geotechnical information that is required to allow CITY to procure geotechnical engineering services.

5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to CITY for securing land rights necessary for the project.

6. Preparation for and/or Appearance in Litigation on Behalf of CITY: Any services related to litigation.

7. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.

8. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

Compensation

CITY shall compensate CONSULTANT for Services on an hourly rate basis plus expenses an estimated fee not to exceed $50,000.

CITY's Representative shall authorize specific services requested under **Scope of Services**, CONSULTANT agrees to provide requested services upon receipt of authorization from CITY via e-mail or letter prior to starting the requested services.

Only sales taxes or other taxes on Services that are in effect at the time this Proposal is submitted are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Proposal, this Proposal will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

	Hourly Billing Rates*
Principal Engineer	$399 to $460
Senior Project Manager	$257 to $372
Project Managers	$147 to $265
Project Engineers and Scientists	$ 99 to $196
Engineering Technicians and Draftspersons	$ 65 to $218
Administrative	$135 Average

* Updated annually on July 1

The estimated fee will not be exceeded without prior notice to and agreement by CITY but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on CONSULTANT's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon receipt of notice to proceed, which is anticipated the week of December 30, 2024. Services are scheduled for completion on December 31, 2025.

Standard of Care

The Standard of Care for all Services performed or furnished by CONSULTANT under this Proposal will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Proposal or otherwise, in connection with CONSULTANT's Services.

CITY's Responsibilities

1. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to CONSULTANT, as required by CONSULTANT for performance of Services as part of this Proposal, data prepared by or services of others obtained or prepared by CITY relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which CONSULTANT may rely upon in performing Services under this Proposal.

3. Provide access to and make all provisions for CONSULTANT to enter upon public and private lands as required for CONSULTANT to perform Services under this Proposal.

4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by CONSULTANT and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay CONSULTANT's performance.

5. Provide all legal services as may be required for the development of this project.

6. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by CONSULTANT are supplied for CITY's general guidance only. CONSULTANT has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to CITY.

Extension of Services

This Proposal may be extended for additional Services upon CITY's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

We thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 608-251-4843 extension 1110.

Sincerely,

STRAND ASSOCIATES, INC.®

Matthew A. Yentz, P.E.
Senior Associate

MAY:sem\R:\MAD\Documents\Agreements\O\Oshkosh, City of (WI)\2025 Stormwater On-Call.2025\Agr\1382.098.Prpsl.docx

TO:	Honorable Mayor and Members of the Common Council
FROM:	Mark Rohloff, City Manager
DATE:	December 10, 2024
SUBJECT:	Professional Services Agreement with Brown and Caldwell for 2025 General Storm Water Services ($50,000)

BACKGROUND

The Department of Public Works requested a proposal from Brown and Caldwell for general storm water services for the 2025 calendar year. These services include, but are not limited to, general "on call" assistance as needed. Project Authorizations will be prepared for each "on call" request for services that will define the scope of services and budget to be adhered to for those services. Services provided under this agreement typically include compliance with the Municipal Separate Storm Sewer System (MS4) permit, assistance with one (1) or more areas of the City's TMDL implementation plan, storm water pollution management assessments, storm water flooding related issues, and other potential TMDL-related issues, among other needs that may arise.

ANALYSIS

Brown and Caldwell was chosen because of their knowledge of the City and vast experience with this type of work.

FISCAL IMPACT

The cost of these services is estimated not to exceed $50,000, and will be funded through the Storm Water Utility Operating Budget (Account #05612020-6401/Program Management-PS -- Engineer/Survey/Appraisal and #05612030-6401/Engineering & Planning-PS -- Engineer/Survey/Appraisal).

RECOMMENDATION

Chapter 12 of the *Municipal Code of the City of Oshkosh* provides that professional services of a specialized nature, including engineering services, may be procured without the use of formal, sealed quotes. In accordance with ***Section 12-16*** of the Code, I am hereby submitting this report regarding this professional services agreement.

Please contact me if you have any questions concerning this professional services agreement.

Attachments

B&C 2025 Gen SW Proposal

ATTACHMENT A

RECEIVED
NOV 25 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

SCOPE OF SERVICES AND BUDGET
General Storm Water Services for 2025
City of Oshkosh

Overview

Brown and Caldwell (BC) will continue supporting the City of Oshkosh (City) with ongoing needs for the storm water management program in 2025. The following services will be provided under this agreement:

Scope of Work

Task 1: Overall Program Management Assistance
As requested by the City, BC will provide program management services. Services to include program-related needs. Work under this task will be conducted using a "Task Order" approach. The City will request specific tasks to be conducted, and BC will develop a scope and budget for the City's approval to conduct the requested work.

Task 2: General Engineering and Planning Assistance
BC will assist City staff with other storm water related issues including, but not limited to: compliance with the Storm Water (MS4) Permit; assistance with one or more areas of the City's TMDL implementation plan, storm water pollution management assessments, storm water flooding related issues, other potential TMDL related issues, and other related topics at the City's discretion. Work under this task will be conducted using a "Task Order" approach. The City will request specific tasks to be conducted, and BC will develop a scope and budget for the City's approval to conduct the requested work.

Task 3: Project Management
This task includes the project management necessary to make sure the project tasks remain on schedule, on budget, and meet quality requirements.

Assumptions

The budget for the tasks described in the Scope of Work are based on the following assumptions

1. The City will make available files, records, and other information necessary for BC to conduct the scope of work at no cost to the Project.
2. For Task 1 and 2, a total of approximately 276 hours and $46,500 are budgeted. BC will only perform work under these tasks as directed by the City under a Task Order approach and will keep the City informed on the budget status for each task.
3. The work described in this document will take place between January 1, 2025 and December 31, 2025.
4. BC will provide the City with scope, schedule, and budget language for Task Orders for approval before performing any requested services.
5. If new requested Task Orders, in combination with previously-approved Task Orders and defined Scope of Work in this agreement, are projected to exceed the total authorized budget, an amendment to the Agreement will be developed for approval before performing any additional services.

Schedule

The work will take place between January 1 and December 31, 2025. Any schedule requirements associated with specific task order requests will be detailed with the individual task order.

Budget

This work is conducted on a time and material, not to exceed basis per the Agreement's terms and conditions.

Task	Hours	Budget
1. Overall Program Management Assistance	105	$18,200
2. General Engineering and Planning Assistance	171	$28,300
3. Project Management	24	$3,500
Total	**300**	**$50,000**

TO:	Honorable Mayor and Members of the Common Council
FROM:	Mark Rohloff, City Manager
DATE:	December 10, 2024
SUBJECT:	Professional Services Agreement with Brown and Caldwell for 2025 Site Plan Review Services ($25,000)

BACKGROUND

The Department of Public Works requested a proposal from Brown and Caldwell to provide site plan review services for the 2025 calendar year. These services will include, but are not limited to, reviewing private development plans for compliance with the City of Oshkosh Municipal Code and the State of Wisconsin Administrative Code.

ANALYSIS

Brown and Caldwell was chosen due to their familiarity with the City of Oshkosh Municipal Code, the State of Wisconsin Administrative Code, and their experience doing this type of work for the City of Oshkosh. The Brown and Caldwell staff have performed these services on an "as needed" basis for the City of Oshkosh previously, and the same staff will continue to provide these services on an "as needed" basis.

FISCAL IMPACT

Fees charged by Brown and Caldwell for each site plan review will be charged back to the site plan review applicant for each site, resulting in no fiscal impact to the City.

RECOMMENDATION

Chapter 12 of the *Municipal Code of the City of Oshkosh* provides that professional services of a specialized nature, including engineering services, may be procured without the use of formal, sealed quotes. In accordance with ***Section 12-16*** of the Code, I am hereby submitting this report regarding this professional services agreement.

Attachments

B&C 2025 Site Plan Review Proposal

ATTACHMENT A

RECEIVED
OCT 21 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

SCOPE OF SERVICES
Site Plan Review Services for 2025
City of Oshkosh

Overview

This scope of services describes the tasks that will be conducted by Brown and Caldwell (BC) as requested by the City of Oshkosh (City) related to site plan reviews for stormwater management compliance. The relevant stormwater regulations for these reviews are: NR 151, NR 216 (State of Wisconsin) and Chapter 14 (City of Oshkosh). The review will also include compliance related to site grading.

Scope of Work

Task 1 Conduct Site Plan Reviews

1. Upon request by the City, BC will conduct site plan reviews of pending new- and re-development sites under the jurisdiction of the City through the City's *Evolve* software system. The reviews will be assigned to BC by the City on an "as needed" basis. This task includes the following services:
    a. Through the Evolve system, BC will review submitted documents for completeness in accordance with the City's policies and guidance documents and note if the submittal is incomplete.
    b. Other comments related to the submitted information will be recorded in the *Evolve* system.
    c. The review comments prepared and submitted by BC will be discussed at the weekly Site Plan Review meeting with City staff. BC will attend these meetings virtually via Zoom. BC will make revisions to the site plan comments in the *Evolve* system based upon the discussions with City staff at the weekly meeting.
    d. If requested by the City, BC will meet with the City via telephone, virtually, or face-to-face outside of the weekly Site Plan Review meeting. At the City's discretion, the meetings may include the developers of the site plan projects.
    e. This task also includes the project management necessary for each site plan review to make sure the task remains on schedule, on budget, and meets quality requirements.

    Work under this task will be conducted using a "Task Order" approach. The City will request reviews to be conducted, and BC will develop a Task Order scope for the City's approval to conduct the work.

Assumptions:

The scope and budget for this Project were developed based on the following conditions and assumptions.

1. The City agrees to:
    a) Meet with BC representatives, if required, and make timely decisions regarding review questions,
    b) Provide all criteria and full information as to City requirements for the Project, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, and generally participate in the Project to the extent necessary to allow BC to perform the Services.
2. The City will provide BC access to, and login requirements for, the *Evolve* software system.
3. BC will conduct the reviews listed under Task 1 to meet the scheduled Site Plan Review

meeting as directed by the City's Site Plan Review Coordinator. It is assumed that BC will have a minimum of 3 days to conduct an initial review of a site plan. BC will conduct the reviews as expediently as possible in the event the schedule calls for a review in less than 3 days.

4. Invoicing from BC will identify the site plan and/or project name, and the associated labor review hours and labor costs for each site plan.
5. All hours spent reviewing the project shall be inputted into *Evolve* under the specified review.
6. All work conducted under this contract will take place between January 1 – December 31, 2025.
7. BC will provide a review of the site plan for general compliance with City of Oshkosh stormwater requirements. All responsibility for the project design to meet Oshkosh, state and federal codes and standards remains with the project's Engineer of Record or Architect.

Project Budget:

The initial Project budget is $25,000.00. The number of plan reviews to be conducted is unknown at this time. Also, the level of effort for each plan review will vary depending on the complexity of the site. The scope of work described above will be conducted at the City's request and BC will inform the City of the budget status as each plan review is conducted. If the overall effort for conducting the plan reviews exceeds 90% of the current budget, the City will be notified and a contract amendment will be negotiated to conduct additional requested work.

TO: Honorable Mayor and Members of the Common Council

FROM: Mark Rohloff, City Manager

DATE: December 10, 2024

SUBJECT: Amendment to Professional Services Agreement with AECOM for Sediment Thickness Verification and Waste Characterization of North High Detention Basin (+$6,605)

BACKGROUND

The North High Detention Basin was constructed in 2010. The basin is divided into two (2) sections: the main bay and the forebay. In 2021, AECOM completed sediment thickness verification for the City of Oshkosh (City). A total of ten (10) locations in the main bay and four (4) locations in the forebay were checked for sediment thickness. A summary of those results concluded that the forebay had an average sediment thickness of 1.14' and an average depth to sediment of 3.8'; and the main bay had an average sediment thickness of 0.47' and an average depth to sediment of 4.7'. It was estimated at the time of the investigation that there were approximately three (3) years until the depth to sediment in the forebay reached less then 3.5'. The City has requested an evaluation of the depth to sediment.

ANALYSIS

A professional services agreement with AECOM for providing sediment thickness verification and water characterization services was reported to the Common Council on February 27, 2024. Additional subcontract lab costs are required to complete these services.

FISCAL IMPACT

Staff have reviewed the amendment and the costs. The amount of this amendment is time and materials not to exceed $6,605, which will bring the total cost of these services to $34,205. Funding for this Project is available in the Storm Water Utility Operating Budget (Account No. 05612050-6417/Opertations & Maintenance-3rd Party Contracted Service).

RECOMMENDATION

Chapter 12 of the *Municipal Code of the City of Oshkosh* provides that professional services of a specialized nature, including engineering services, may be procured without the use of formal, sealed quotes. In accordance with ***Section 12-16*** of the Code, I am hereby submitting this report regarding this professional services amendment.

Attachments

AECOM CA #1-N HS Det Basin

AECOM Imagine it. Delivered.

Amendment to Agreement

Amendment No. 1
AECOM Project No. 60728117
City of Oshkosh Purchase Order No. 240367

RECEIVED
NOV – 7 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

November 7, 2024

Summary	Original Contract Value	$27,600
	Amount this Amendment	$6,605
	Revised Contract Amount	**$34,205**

Description:	Amount
AECOM collected a lab quote for the work that did not encompass the scope of work properly and was less than the actual analytical required. The scope of work billed to the project included QC samples, which were not originally budgeted for. AECOM was billed by Pace for the proper cost of analytical which didn't match the quote the work plan was based on. AECOM's budgeted lab fees which were assumed in the proposal from a Pace Quote (Columns A-E on Lab Price Breakdown Sheet) was different than the actual costs (Columns G-K on Lab Price Breakdown Sheet)	$6,605
TOTAL	**$6,605**

The services provided will be performed in accordance with the approved Fee Schedule and conditions of the General Conditions of Service – City of Oshkosh, April 2009, which are expressly incorporated into, and are an integral part of, our agreement for professional services. As formal authorization to proceed, please sign the attached authorization form and return via email to David Koppel and Katie Crotteau (david.koppel@aecom.com and katie.crotteau@aecom.com).

If you have any questions or need additional information, please call David Koppel at 651-785-8372.

Yours Sincerely,

AECOM Technical Services, Inc.

David Koppel
Project Manager

Daryl Beck. PE (MN, IL, ND)
Department Manager

Enclosure: Authorization

AECOM

Authorization

November 7, 2024

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

I hereby authorize AECOM to proceed with the scope of work outlined in Amendment No. 1 to the agreement dated February 19, 2024 related to Sediment Thickness Verification and Waste Characterization of North High Detention Basin, Oshkosh, Wisconsin with a revised total budget authorization of $34,205 under the general terms and conditions specified in the proposal.

Signature	Date
Mark A Rohloff	
Print Name	
City Manager	
Title/Organization	

Signature	Date
Diane M. Bartlett	
Print Name	
City Clerk	
Title/Organization	

Signature	Date
Lynn A. Lorenson	
Print Name	
City Attorney	
Title/Organization	

Signature	Date
Julie Calmes	
Print Name	
Director of Finance	
Title/Organization	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com

RECEIVED
APR - 4 2024
DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

CN101348564-PROJ-GAUE-24-25 08 2029

INSURED
AECOM
AECOM Technical Services, Inc.
558 N. Main St
Oshkosh, WI 54901

CONTACT NAME:	Marsh | U.S. Operations
PHONE (A/C, No, Ext):	866-966-4664 **FAX (A/C, No):** 212-948-0533
E-MAIL ADDRESS:	LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** LOS-002704516-46 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			HDO G47343045	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 3,000,000 $ 5,000 $ 3,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H1073888A	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C50718748 (AOS) SCF C50718852 (WI Retro)	04/01/2024 04/01/2024	04/01/2025 04/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 3,000,000 $ 3,000,000 $ 3,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 ""CLAIMS MADE""	04/01/2024	04/01/2025	Per Claim/Agg Defense Included	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: OPP-355854.

City of Oshkosh, its officers, council members, agents, employees or authorized volunteers are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDER

City of Oshkosh
Attn: City Clerk
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

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AGENCY CUSTOMER ID: CN101348564
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	AECOM AECOM Technical Services, Inc. 558 N. Main St Oshkosh, WI 54901
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation is applicable where required by written contract with respect to WC. If the insurer for the Workers Compensation policy cancels its policy for any reason other than for non-payment of premium, the insurer will provide 30 days notice of cancellation to those Certificate Holders that require it by written contract.
Contractual Liability is included in the General Liability coverage. XCU is included for General Liability coverage.

Contractors Pollution Liability, Carrier: AIG Specialty Insurance Company, NAIC #26883, Policy #: CPL 1814870, Policy Term: 04/01/2024 – 04/01/2025, "Claims Made," Defense Included, Limit: $1,000,000

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured AECOM			Endorsement Number 12
Policy Symbol ISA	Policy Number H1073888A	Policy Period 04/01/2024 TO 04/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

POLICY NUMBER: HDO G47343045

Endorsement Number: 2

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

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will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: HDO G47343045 Endorsement Number: 8

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured AECOM			Endorsement Number 13
Policy Symbol HDO	Policy Number G47343045	Policy Period 04/01/2024 TO 04/01/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured AECOM 999 TOWN & COUNTRY ROAD ORANGE, CA 92868	Endorsement Number Policy Number Symbol: WLR Number: C50718748
Policy Period 04-01-2024 **TO** 04-01-2025	Effective Date of Endorsement 04-01-2024
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

I. The beginning of the Policy period, if this endorsement is effective as of such date; or

II. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

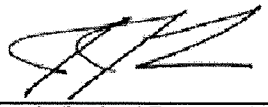
G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

DATE: December 10, 2024

SUBJECT: Outstanding Issues

Attachments

Outstanding Issues 12.10.24

Date of Initial Request	Affected Department(s) (If Applicable)	Title of Directive	Current Status	Next Status Report/Update	Other Notes
1/10/2023	DPW/Legal	Sanitary District Negotiations	Mediation session scheduled for late September was postponed.	1/28/2025	Closed session with Council will be needed in the near future due to postponement of mediation session.
4/16/2024	DPW & Community Development	Undergrounding Utilities	Council workshop held on October 22nd.	1/28/2025	Follow-up with Council needed now that workshop has been held.
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	The City received 6 proposals for the Development Process Improvement Assessment and 2 proposals for the Inspections Division Codes, Permits and Fees Review. A consultant for each project will be selected in December and the consultant agreements will be considered by Council in January.	1/14/2025	
5/14/2024	Transportation	Parking Restrictions Review	Staff analyzing Polco survey results and will forward to Council and Transportation Committee once completed. Staff will prepare options for consideration and schedule for Committee review and recommendation to Council.	1/14/2025	Transportation Committee meeting to be held on 12/10/2024.
11/6/2024	Fire	Review of Proposed Fire Training Facility and possible facility options	Council established a contingency account of $7.7 million in 2025 CIP for Fire training facility or other Fire Department facility needs.	1/14/2025	Workshop with project architect and Council may be needed.
11/12/2024	Public Works	West 7th Avenue reconstruction updates	Staff is proceeding with consultant to perform the hydrogeology services required. The contractor could begin sometime in January.	1/14/2025	Staff is conducting the dewatering and televising of the box culvert the week of December 9th.
11/26/2024	Public Works/Finance	Special Assessment Deferral Policy	Staff will work on this after the first of the year.	1/28/2025	
11/26/2024	Public Works	Education on how special assessments are developed for annexations.	Staff will review process and provide a summary for Council.	1/28/2025	