



**OSHKOSH COMMON COUNCIL AGENDA
COUNCIL CHAMBERS, CITY HALL
215 CHURCH AVENUE, ROOM 406
OSHKOSH, WISCONSIN
October 28, 2025**

*Mission: The City of Oshkosh provides goods and services in pursuit of a safe and vibrant community
Vision: A thriving and sustainable community offering abundant opportunities for work and life*

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

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

- A. CLOSED SESSION** (5:00 p.m., Room 404)
The Common Council may convene into Closed Session pursuant to Section 19.85(1)(g) of the Wisconsin State Statutes to confer with legal counsel who will render advice concerning strategy to be adopted with respect to litigation in which the City is or is likely to become involved pertaining to payment of TIF increment for TID#28 Beach Building.
- 1.** Background information for closed session
- B. CALL TO ORDER** (6:00 p.m.)
- C. ROLL CALL**
- D. INVOCATION - VOTING FIRST**
Councilor Floam
[Invocation #1](#)
- E. PLEDGE OF ALLEGIANCE**
Lakeside and Jefferson Elementary Schools
- F. PROCLAMATION ISSUED**
(issued ahead of meeting)
Merrill School Legacy Day, October 17, 2025
- G. PUBLIC STATEMENTS TO COUNCIL**
The public is to address the Council only. Statements are limited to five (5) minutes. Statements 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 Common Council may address at a future meeting; and must not include endorsements of any candidates or other electioneering. The Council cannot respond to questions, comments, or remarks during this time. It is not a discussion period, but an opportunity for you to address the Council.

- 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.)
- 2.** Report of Bills
 - 3.** Approve Common Council Minutes 10.14.2025
 - 4.** Res 25-540 Approve resolution of support for City grant application for "Grants for Local Projects" program
 - 5.** Res 25-541 Approve Sanitary District Agreement with Algoma Sanitary District No. 1 (October 1, 2025 through December 31, 2045)
 - 6.** Res 25-542 Approve Sanitary District Agreement with Black Wolf Sanitary District No. 1 (October 1, 2025 through December 31, 2045)
 - 7.** Res 25-543 Approve Sanitary District Agreement with Edgewood-Shangri La Sanitary District No. 1 (October 1, 2025 through December 31, 2045)
 - 8.** Res 25-544 Approve Sanitary District Agreement with Island View Sanitary District (October 1, 2025 through December 31, 2045)
 - 9.** Res 25-545 Approve Sanitary District Agreement with Sunset Point Sanitary District (October 1, 2025 through December 31, 2045)
 - 10.** Res 25-546 Approve Sanitary District Agreement with Winnebago Area Sanitary District (October 1, 2025 through December 31, 2045)
 - 11.** Res 25-547 Authorize submitting application to Wisconsin Economic Development Corporation for Community Development Investment Grant Program for the ADVOCAP Childcare Incubator
 - 12.** Res 25-548 Accept Quarry Park master plan (Advisory Parks Board and Plan Commission recommend accepting)
 - 13.** Res 25-549 Approve Wastewater Utility Operating Budget Amendment and Quote from Centrisys for Repair of Wastewater Treatment Plant Centrifuge (\$84,140.00)
 - 14.** Res 25-550 Approve Agreement with Winnebago Lawn & Snow, LLC for 2025/2026 Sidewalk Snow and Ice Removal and Establish Rates for 2025/2026 Sidewalk Snow and Ice Removal

- 15. Res 25-551 Approve Professional Services Agreement with Donohue & Associates, Inc. for Engineering Services for Wastewater Treatment Plant Raw Wastewater Screening System Replacement (\$293,590.00)
- 16. Res 25-552 Approve Acceptance of Waiver of Special Assessment Notices and Hearings for 6" Concrete Sidewalk and Asphalt Driveway Relating to Contract No. 25-14
- 17. Res 25-553 Approve Final Resolution for Special Assessments for Contract 25-14 6" Concrete Sidewalk and Asphalt Driveway (1110 Hawk Street)
- 18. Res 25-554 Approve appointments to the Long Range Finance Committee and the Oshkosh Housing Authority

I. ITEMS REMOVED FROM CONSENT AGENDA

J. NEW ORDINANCES

- 19. Ord 25-555 Amend parking lot maps and associated regulations within Appendix 27B of the Municipal Code for the 300 West Lot (Transportation Committee recommends approval)
- 20. Ord 25-556 Amend Section 27A-11 of the Oshkosh Municipal Code pertaining to parking regulations on Grand Street from Merritt Avenue to Hudson Avenue (Transportation Committee recommends approval)
- 21. Ord 25-557 Convert permit parking to app based paid parking on High Avenue (Transportation Committee recommends approval)

K. PENDING RESOLUTIONS

- 22. Res 25-558 Approve budget amendment to Police Department's operating budget for technology upgrades (\$10,200.00)
- 23. Res 25-559 Approve 2025 CIP budget amendment and approve cooperative purchase of service body from Monroe Truck Equipment for Water Utility Division (\$30,644.00)

L. NEW RESOLUTIONS

- 24. Res 25-560 Approve professional services agreement with OpenGov for permitting and licensing software through 2030 and corresponding budget amendment (implementation costs: \$178,000; combined 5-year subscription costs: \$744,600)
- 25. Res 25-561 Approve Development Agreement with Habitat for Humanity of Oshkosh, Inc. for sale of nine lots located at Washington School Workforce Housing Subdivision
- 26. Res 25-562 Approve 2026 Business Improvement District Operating Plan and Budget (\$135,000.00)

27. Res 25-563 Approve 2026 - 2035 Capital Improvement Program

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

28. Discussion and Direction to City Manager

- A. UTV/ATV use on city streets (City staff)
- B. Regulation of e-bikes (City staff)
- C. Special Assessment Deferral Policy (City staff)

29. Future Agenda Items, Meetings, and Workshops

- A. November 4, 2025, City Hall:
 - Public hearing for 2026 City of Oshkosh Operations Budget (5pm)
 - Workshop to discuss the proposed pedestrian bridge and any follow-up from the operations budget (immediately following public hearing)
- B. Appointment to fill Council vacancy, November 25, 2025

N. COUNCIL MEMBER ANNOUNCEMENTS & STATEMENTS

O. CITY MANAGER ANNOUNCEMENTS & STATEMENTS

- 30. Professional Services Agreement with Total Security and Safety Inc. for 2026 Loss Prevention Services (\$73,920.00)
- 31. Professional Services Agreement with Donohue & Associates, Inc. for Engineering Services for Wastewater Treatment Plant HVAC Replacements (\$71,285.00)
- 32. Downtown plan update
- 33. Current initiatives

P. CLOSED SESSION (Room 404, City Hall):
The Common Council may convene into Closed Session pursuant to Section 19.85(1)(e) of the Wisconsin State Statutes where competitive bargaining reasons require a closed session to discuss bargaining options, strategy, parameters and terms related to the potential redevelopment and/or acquisition of property located at 101 Commerce Street and 201 Pearl Avenue in the City of Oshkosh, commonly known as City Center.

- 34. Background information for closed session

Q. ADJOURN



DATE: October 28, 2025
SUBJECT: Background information for closed session

Background

On March 15, 2017, the City created Tax Increment Financing District (TID) #28 -- Beach Building to facilitate redevelopment of the property located at 240 Algoma Boulevard in the City of Oshkosh into a mixed-use development. The City and 240 Algoma Blvd, LLC, the Developer, entered into a Development Agreement that required the Developer to provide an equity contribution of no less than \$1,494,714.00 and the City provided a contribution in the form of a pay-as-you-go (PAYGO) payment each year of 90% of tax increment. Payment of the City's contribution was subject to certain conditions outlined in the Development Agreement and that the Developer was not in default of the Agreement. One of the requirements of the Development Agreement was that the Developer would not cause or permit the property to become tax-exempt.

On or about January 16, 2024, the Developer sold the property to Christine Ann Domestic Abuse Services, which requested tax-exempt status. Because the closing occurred after January 1, 2024, the tax date for purposes of real property taxes, the property remained taxable for 2024 with those taxes billed and paid in calendar year 2025.

Due to the fact that the property had been sold to a non-profit and the final year of payment under the TID was designated for Healthy Neighborhood Initiative Funding -- and therefore is no longer available to be used for PAYGO payments -- the City took action to dissolve the TID (March 12, 2024 Resolution 24-121 -- Approve Healthy Neighborhood Initiative Funding and July 23, 2024 Resolution 24-442 Approve Dissolving TID #28).

Developer is requesting that Council still authorize the payment of a PAYGO for this TID from the 2024 tax payment.

Staff is requesting direction from Council in relation to this request for payment. Because the request for payment may form the basis for a potential claim or litigation, staff has scheduled a closed session for Council to confer with legal counsel.



TO: Honorable Mayor and Members of the Common Council
FROM: Julie Calmes, Director of Finance
DATE: October 28, 2025
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 \$10,585,273.88.

Bills paid October 10 and 17, 2025	\$5,480,987.55
Payroll paid October 24, 2025	\$1,409,452.50
Regular cycle payables paid throughout the month of September	\$2,698,865.71
Regular UMR payables paid throughout the month of September	\$995,968.12

Attachments

10102025 Check run
Sept 2025 UMR
Sept 2025 Vouchers
10172025 Check run

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
14595	10/10/2025	ADAM KRAUSE	21.00
14596	10/10/2025	AECOM INC	5,106.00
14597	10/10/2025	AIRGAS USA LLC	3,403.94
14598	10/10/2025	AURORA HEALTH CARE	1,776.00
14599	10/10/2025	BROOKS TRACTOR INC	257,697.68
14600	10/10/2025	BROWN AND CALDWELL	11,512.83
14601	10/10/2025	CARYN BEHLMAN	98.70
14602	10/10/2025	CDW GOVERNMENT INC	9,922.50
14603	10/10/2025	CHEMTRADE CHEMICALS US LLC	9,088.03
14604	10/10/2025	CINTAS CORPORATION NO 2	1,521.78
14605	10/10/2025	CORE AND MAIN LP	18,447.00
14606	10/10/2025	DR HANSEN PLUMBING LLC	16,100.00
14607	10/10/2025	EMPATHIA INC	2,820.96
14608	10/10/2025	ENERGY SOLUTION PARTNERS LLC	17,757.02
14609	10/10/2025	ENVIROTECH EQUIPMENT	384,973.50
14610	10/10/2025	FRANK'S RADIO SERVICE INC	2,451.61
14611	10/10/2025	CENGAGE LEARNING INC	285.63
14612	10/10/2025	GANNETT WISCONSIN LOCALIQ	914.24
14613	10/10/2025	GODFREY AND KAHN SC	4,158.00
14614	10/10/2025	GORDON FLESCH COMPANY INC	70.88
14615	10/10/2025	HOWARD ALLEN DAVIS III	437.50
14616	10/10/2025	JACOBS ENGINEERING GROUP INC	9,647.80
14617	10/10/2025	JEFFERSON FIRE & SAFETY	1,400.00
14618	10/10/2025	J F AHERN CO	175.00
14619	10/10/2025	JOHNSON CONTROLS FIRE PROTECTION LP	1,925.28
14620	10/10/2025	JUSTIFACTS CVS INC	1,903.17
14621	10/10/2025	KONE INC	1,486.08
14622	10/10/2025	KONECRANES INC	11,456.79
14623	10/10/2025	LEAGUE OF WISCONSIN MUNICIPALITIES MUTUAL INS	5,209.34
14624	10/10/2025	MCC INC	43,805.35
14625	10/10/2025	MIDWEST TAPE LLC	6,730.45
14626	10/10/2025	MILPORT ENTERPRISES INC	8,484.43
14627	10/10/2025	MONROE TRUCK EQUIPMENT	842.45
14628	10/10/2025	MSA PROFESSIONAL SERVICES INC	1,159.50
14629	10/10/2025	NORTHEAST ASPHALT INC	157,182.48
14630	10/10/2025	NORTHERN LAKE SERVICE INC	322.12
14632	10/10/2025	PACKER CITY INTL TRUCKS INC	201.14
14633	10/10/2025	POLYDYNE INC	702.00
14634	10/10/2025	PRIMADATA LLC	14,344.50
14635	10/10/2025	QUALITY TRUCK CARE CENTER INC	6,145.18
14636	10/10/2025	REBECCA GRILL	66.50
14637	10/10/2025	RED SHOES INC	2,500.00
14638	10/10/2025	SECURIAN FINANCIAL GROUP INC	22,745.73
14639	10/10/2025	SPEEDY CLEAN DRAIN & SEWER	3,413.54
14640	10/10/2025	STORM COMPANIES INC	4,960.00
14641	10/10/2025	MCCLONE	49,108.00
14642	10/10/2025	TRACY JUNGWIRTH	171.36
14643	10/10/2025	TYLER TECHNOLOGIES INC	28,041.07
14644	10/10/2025	ON TIME EMBROIDERY INC	1,039.00
14645	10/10/2025	UNITED PARCEL SERVICE	114.64
14646	10/10/2025	WALLY SCHMID EXCAVATING INC	54,000.00

14647	10/10/2025 WI PUBLIC SERVICE CORP	40,502.12
14648	10/10/2025 AUGUST WINTER & SONS INC	504.00
5006981	10/10/2025 OHD LLLP	1,010.00
5006982	10/10/2025 4 IMPRINT	742.75
5006983	10/10/2025 ABSOLUTE SOFTWARE INC	107.89
5006984	10/10/2025 ACCURATE SUSPENSION WAREHOUSE	199.26
5006985	10/10/2025 ALEXANDER CHEMICAL CORPORATION	14,826.00
5006986	10/10/2025 ANTHEM LUXURY LIVING LLC	122,275.80
5006987	10/10/2025 BERGSTROM CDJR OF OSHKOSH	2,030.20
5006988	10/10/2025 BRIAN J BERNIER	19,000.00
5006989	10/10/2025 CENTER POINT LARGE PRINT	34.70
5006990	10/10/2025 CHERYL PIONKE	163.25
5006991	10/10/2025 CHRIS HAEDT	35.00
5006992	10/10/2025 COURTNEY DIXON	10.01
5006993	10/10/2025 CRYSTAL BATHKE	243.49
5006994	10/10/2025 DEAN ARTUS	45.45
5006995	10/10/2025 E POWER MARKETING	2,037.00
5006996	10/10/2025 ETHAN MAXSON	41.51
5006997	10/10/2025 EXODUS LAWN CARE AND SNOW REMOVAL LLC	959.00
5006998	10/10/2025 FOX VALLEY IRON METAL AND AUTO SALVAGE INC	80.00
5006999	10/10/2025 GALLS LLC	1,824.59
5007000	10/10/2025 GUARANTY CLOSING AND TITLE SERVICES INC	7,500.00
5007001	10/10/2025 HEATHER BRUEGL	3,000.00
5007002	10/10/2025 IN THE HEART OF THE BEAST PUPPET AND MASK THEATRE	957.50
5007003	10/10/2025 INGRAM LIBRARY SERVICES LLC	1,143.19
5007004	10/10/2025 JACOBSON CONTRACTING LLC	10,400.00
5007005	10/10/2025 JASON KIENAST	12.97
5007006	10/10/2025 JX ENTERPRISES INC	731.99
5007007	10/10/2025 A. KALMERTON WELDING SUPPLIES	31.20
5007008	10/10/2025 KANE COMMUNICATIONS GROUP	21,062.00
5007009	10/10/2025 KIESLER POLICE SUPPLY INC	1,980.00
5007010	10/10/2025 KLINK HYDRAULICS LLC	671.12
5007011	10/10/2025 LAWSON PRODUCTS, INC	1,704.61
5007012	10/10/2025 LIBRARY MARKET	4,500.00
5007013	10/10/2025 MICHAEL MCARTHUR	240.00
5007014	10/10/2025 CENTRAL WI AUTO PARTS	812.42
5007015	10/10/2025 NEXT METHOD LLC	800.00
5007016	10/10/2025 ASSURANCE TITLE SERVICES INC	46.36
5007017	10/10/2025 ASSURANCE TITLE SERVICES INC	21.02
5007018	10/10/2025 CHEIKMA CHAMBLEE	18.85
5007019	10/10/2025 CONNIE HOME LLC	46.72
5007020	10/10/2025 DAVID DAVIS	54.53
5007021	10/10/2025 ERIC OR ANN ANDRES	6.55
5007022	10/10/2025 ERIC OR JACLYN JUNE	86.38
5007023	10/10/2025 FIRST AMERICAN TITLE INSURANCE CO	30.00
5007024	10/10/2025 FOCUS PROPERTY MANAGEMENT LLC	34.56
5007025	10/10/2025 FOX CITIES MANAGEMENT LLC	46.72
5007026	10/10/2025 HEIDI JENSEN	100.00
5007027	10/10/2025 KAREN GOLD	47.29
5007028	10/10/2025 KIMBERLY TORGENSEN	20.11
5007029	10/10/2025 KRISTINE M LEWAN	73.16
5007030	10/10/2025 LIZ MICHAEL	52.50

5007031	10/10/2025	LOCAL MODERN TITLE LLC	87.98
5007032	10/10/2025	LORETTA MEERS	66.06
5007033	10/10/2025	MATTHEW R MARINO	73.16
5007034	10/10/2025	MATTHEW R OR CHRISTIE L TOOKE	146.32
5007035	10/10/2025	MIDWEST REALTY MANAGEMENT INC	5.55
5007036	10/10/2025	MIDWEST REALTY MANAGEMENT INC	5.55
5007037	10/10/2025	NEW TITLE SERVICES INC	7.91
5007038	10/10/2025	OSHKOSH HOUSING AUTHORITY	105.20
5007039	10/10/2025	TITAN PROPERTY MANAGEMENT LLC	79.67
5007040	10/10/2025	TOWN N COUNTRY TITLE LLC	120.64
5007041	10/10/2025	TOWN N COUNTRY TITLE LLC	57.92
5007042	10/10/2025	OSHKOSH AREA HUMANE SOCIETY	672.60
5007043	10/10/2025	CITY OF OSHKOSH	60.00
5007044	10/10/2025	NADINE M HUTMAKER	2,775.00
5007045	10/10/2025	PUBLIC SERVICE COMMISSION OF WI	22,462.88
5007046	10/10/2025	RACHEL ANDERSON	224.70
5007047	10/10/2025	RAILWORKS TRACK SYSTEMS INC	24,000.00
5007048	10/10/2025	REGISTRATION FEE TRUST	2.00
5007049	10/10/2025	REGISTRATION FEE TRUST	10.00
5007050	10/10/2025	RELIANT FIRE APPARATUS INC	1,874.10
5007051	10/10/2025	OSHKOSH ROTARY CLUB	310.00
5007052	10/10/2025	SANDY TOLAND	69.79
5007053	10/10/2025	SCHMITT TITLE LLC	60.00
5007054	10/10/2025	SENSOURCE INC	228.00
5007055	10/10/2025	SHANNON CHEMICAL CORPORATION	17,351.40
5007056	10/10/2025	STANARD AND ASSOCIATES INC	24.00
5007057	10/10/2025	T R KARRELS S C	27,600.00
5007058	10/10/2025	TODD MUEHRER	31.50
5007059	10/10/2025	TRUGREEN PROCESSING CENTER	1,437.50
5007060	10/10/2025	WI STATE LABORATORY OF HYGIENE	31.00
5007061	10/10/2025	VOID PRESS LLC	622.34
5007062	10/10/2025	WINNEFOX LIBRARY SYSTEM	417.81
5007063	10/10/2025	ZILLGES MATERIALS INC	6,287.03
			<u>1,558,059.08</u>

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NUMBER	VENDOR NAME	AMOUNT
113261	09/02/2025	MANUAL	27018	UMR	40.00
113271	09/02/2025	MANUAL	27018	UMR	2,080.00
113281	09/02/2025	MANUAL	27018	UMR	49.53
113291	09/02/2025	MANUAL	27018	UMR	27.75
113301	09/02/2025	MANUAL	27018	UMR	77.40
113311	09/02/2025	MANUAL	27018	UMR	212.40
113321	09/02/2025	MANUAL	27018	UMR	15.75
113331	09/02/2025	MANUAL	27018	UMR	77.40
113341	09/02/2025	MANUAL	27018	UMR	237.60
113351	09/02/2025	MANUAL	27018	UMR	172.80
113361	09/02/2025	MANUAL	27018	UMR	15.75
113371	09/02/2025	MANUAL	27018	UMR	237.60
113381	09/02/2025	MANUAL	27018	UMR	52.20
113391	09/02/2025	MANUAL	27018	UMR	237.60
113401	09/02/2025	MANUAL	27018	UMR	157.64
113411	09/08/2025	MANUAL	27018	UMR	90,491.42
113421	09/08/2025	MANUAL	27018	UMR	40.00
113431	09/08/2025	MANUAL	27018	UMR	515.55
113441	09/08/2025	MANUAL	27018	UMR	1,419.06
113451	09/08/2025	MANUAL	27018	UMR	1,680.30
113461	09/08/2025	MANUAL	27018	UMR	237.60
113471	09/08/2025	MANUAL	27018	UMR	77.40
113481	09/08/2025	MANUAL	27018	UMR	15.75
113491	09/08/2025	MANUAL	27018	UMR	3,244.50
113501	09/08/2025	MANUAL	27018	UMR	77.40
113511	09/08/2025	MANUAL	27018	UMR	117.00
113521	09/08/2025	MANUAL	27018	UMR	18.00
113531	09/08/2025	MANUAL	27018	UMR	325.80
113541	09/08/2025	MANUAL	27018	UMR	162.90
113551	09/08/2025	MANUAL	27018	UMR	325.80
113561	09/08/2025	MANUAL	27018	UMR	325.80
113571	09/08/2025	MANUAL	27018	UMR	334.80
113581	09/08/2025	MANUAL	27018	UMR	383.74
113591	09/08/2025	MANUAL	27018	UMR	408.90
113601	09/15/2025	MANUAL	27018	UMR	41.93
113611	09/15/2025	MANUAL	27018	UMR	20,000.00
113621	09/15/2025	MANUAL	27018	UMR	67.40
113631	09/22/2025	MANUAL	27018	UMR	128,957.10
113641	09/22/2025	MANUAL	27018	UMR	27.37
113651	09/22/2025	MANUAL	27018	UMR	223.95
113661	09/22/2025	MANUAL	27018	UMR	40.00
113671	09/29/2025	MANUAL	27018	UMR	242.56
113681	09/29/2025	MANUAL	27018	UMR	1.92
113691	09/29/2025	MANUAL	27018	UMR	306.99
113701	09/29/2025	MANUAL	27018	UMR	10.28
990902251	09/02/2025	MANUAL	27018	UMR	2,863.82
990908251	09/08/2025	MANUAL	27018	UMR	10,498.77
990915251	09/15/2025	MANUAL	27018	UMR	4,464.85
990922251	09/22/2025	MANUAL	27018	UMR	9,219.96
990929251	09/29/2025	MANUAL	27018	UMR	4,237.12
999090225	09/02/2025	MANUAL	27018	UMR	83,254.49
999090825	09/08/2025	MANUAL	27018	UMR	223,561.70
999091525	09/15/2025	MANUAL	27018	UMR	120,967.19
999092225	09/22/2025	MANUAL	27018	UMR	139,585.07
999092925	09/29/2025	MANUAL	27018	UMR	143,502.51

TOTAL	995,968.12
--------------	-------------------

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
14567	09/01/2025	ASSOCIATED BANK MERCHANT SERVICES	339.45
14631	09/01/2025	BANKCARD USA	486.60
14649	09/02/2025	DELTA DENTAL OF WISCONSIN INC	5,318.51
14650	09/03/2025	DELTA DENTAL OF WISCONSIN INC	11,567.43
14651	09/10/2025	DELTA DENTAL OF WISCONSIN INC	8,728.31
14652	09/17/2025	DELTA DENTAL OF WISCONSIN INC	8,173.00
14653	09/24/2025	DELTA DENTAL OF WISCONSIN INC	10,855.05
14654	09/12/2025	DELTA DENTAL OF WISCONSIN INC	60,000.00
14655	09/11/2025	BANK ONE	165,382.30
14656	09/01/2025	CITY OF OSHKOSH	1,068.22
14657	09/03/2025	OSHKOSH AREA COMMUNITY FOUNDATION	50.00
14658	09/01/2025	MISSION SQUARE	72,963.20
14659	09/12/2025	MISSION SQUARE	70,339.05
14660	10/14/2025	MISSION SQUARE	69,974.05
14661	09/30/2025	SOFTERWARE INC	52.73
14662	09/04/2025	TASC	128.68
14663	09/16/2025	TASC	24,243.14
14664	09/30/2025	TASC	24,243.14
14665	09/30/2025	UMR	126,116.65
14666	09/30/2025	US BANK	86,006.26
14667	09/12/2025	US TREASURY	386,503.43
14668	09/26/2025	US TREASURY	379,487.90
14669	09/10/2025	WI DEPT OF REVENUE	79,763.56
14670	09/17/2025	WI DEPT OF REVENUE	5,868.27
14671	09/12/2025	WI DEPT OF SAFETY AND PROFESSIONAL SERVICES	180.00
14672	09/30/2025	WI DEPT OF TRANSPORTATION	588.00
14673	09/16/2025	WI DEPT OF WORKFORCE DEVEL-UI	1,933.75
14674	09/23/2025	WI RETIREMENT SYSTEM	1,022,985.86
14675	09/26/2025	WI DEPT OF REVENUE	75,519.17
			<u>2,698,865.71</u>

CHECK NUMBER	CHECK DATE	VENDOR NAME	AMOUNT
14676	10/17/2025	ADVANTAGE POLICE SUPPLY INC	344.50
14677	10/17/2025	AIRGAS USA LLC	3,136.64
14678	10/17/2025	ALRO STEEL CORPORATION	155.93
14679	10/17/2025	AMERICAN FENCE CO	450.00
14680	10/17/2025	BROOKS TRACTOR INC	1,650.00
14681	10/17/2025	CAREW CONCRETE & SUPPLY CO INC	3,598.00
14682	10/17/2025	CASEY M CANADY	96.60
14683	10/17/2025	CENTURYLINK	40.50
14684	10/17/2025	CINTAS CORPORATION NO 2	497.98
14685	10/17/2025	CORE AND MAIN LP	23,777.79
14686	10/17/2025	DORNER INC	448,026.13
14687	10/17/2025	DR HANSEN PLUMBING LLC	46,636.87
14688	10/17/2025	EDWARD H WOLF AND SONS INC	19,682.85
14689	10/17/2025	ENVIROTECH EQUIPMENT	392.18
14690	10/17/2025	ENVISIONINK PRINTING SOLUTIONS INC	2,301.00
14691	10/17/2025	FERGUSON WATERWORKS #1476	1,800.00
14692	10/17/2025	GALLAGHER BENEFIT SERVICES INC	6,000.00
14693	10/17/2025	HAROLD CARPENTER AND COMPLETE OVERHEAD	282.25
14694	10/17/2025	HUNTER SECURITY AND SURVEILLANCE	1,895.56
14696	10/17/2025	KONE INC	1,195.26
14697	10/17/2025	KWIK TRIP INC	471.16
14698	10/17/2025	MACQUEEN EQUIPMENT GROUP	3,484.27
14699	10/17/2025	MCC INC	9,613.73
14700	10/17/2025	MONROE TRUCK EQUIPMENT	1,150.70
14701	10/17/2025	MULCAHY/SHAW WATER INC	7,068.62
14702	10/17/2025	NORTHERN LAKE SERVICE INC	1,645.07
14703	10/17/2025	OSHKOSH CITY CAB CO INC	96,280.50
14704	10/17/2025	OSHKOSH CONVENTION AND VISITORS BUREAU INC	135,260.90
14705	10/17/2025	PACKER CITY INTL TRUCKS INC	172.66
14706	10/17/2025	PASSPORT LABS INC	4,430.14
14707	10/17/2025	POESCHL PRINTING COMPANY INC	111.00
14708	10/17/2025	POLYDYNE INC	1,404.00
14709	10/17/2025	POMP'S TIRE SERVICES INC	3,513.72
14710	10/17/2025	REBECCA GRILL	106.60
14711	10/17/2025	NES ECOLOGICAL SERVICES	11,259.48
14712	10/17/2025	ROLAND MACHINERY EXCHANGE	179.55
14713	10/17/2025	VC3 INC	6,316.00
14714	10/17/2025	TYLER TECHNOLOGIES INC	620.00
14715	10/17/2025	ON TIME EMBROIDERY INC	616.00
14716	10/17/2025	UNITED PARCEL SERVICE	62.73
14718	10/17/2025	VINTON CONSTRUCTION INC	234,947.02
14719	10/17/2025	WALLY SCHMID EXCAVATING INC	48,600.00
14720	10/17/2025	WASTE MANAGEMENT OF WI-MN	19,266.34
14721	10/17/2025	WESTWOOD PROFESSIONAL SERVICES INC	6,401.75
14722	10/17/2025	WI PUBLIC SERVICE CORP	10,844.97
14723	10/17/2025	WINNEBAGO COUNTY TREASURER	83,060.61
5007064	10/17/2025	ICMA	1,200.00
5007065	10/17/2025	TARGET SOLUTIONS LEARNING	12,431.00
5007066	10/17/2025	AARON ROBERTS	45.41
5007067	10/17/2025	ADVANCE CONSTRUCTION INC	2,030,868.99
5007068	10/17/2025	ANDY BALTADANO	41.02

5007069	10/17/2025 AT & T	932.65
5007070	10/17/2025 BADGER BALANCING LLC	1,250.00
5007071	10/17/2025 BOUND TREE MEDICAL LLC	1,689.59
5007072	10/17/2025 CARL BOWERS AND SONS CONSTRUCTION COMPANY INC	304,276.39
5007073	10/17/2025 BRAD FOX	32.08
5007074	10/17/2025 BRENDEN BONNETT	65.63
5007075	10/17/2025 BRITTNEY MEYER	23.10
5007076	10/17/2025 CALNIN AND GOSS LLC	143,306.71
5007077	10/17/2025 CORPORATE NETWORK SOLUTIONS INC	185.00
5007078	10/17/2025 CRAIG A RAMTHUN	21.00
5007079	10/17/2025 DEREK RADEMACHER	37.80
5007080	10/17/2025 DISCOVERY PROPERTIES LLC	41,624.77
5007081	10/17/2025 ENRIQUE ORTEGA	160.30
5007082	10/17/2025 FOX VALLEY IRON METAL AND AUTO SALVAGE INC	100.00
5007083	10/17/2025 FUSION FOOTWEAR CORPORATION	799.00
5007084	10/17/2025 GALLS LLC	1,416.42
5007085	10/17/2025 HASTINGS AIR ENERGY CONTRL INC	8,021.00
5007086	10/17/2025 HENRY SCHEIN INC	531.60
5007087	10/17/2025 JACOB DEDERING	105.00
5007088	10/17/2025 JACOBSON CONTRACTING LLC	10,500.00
5007089	10/17/2025 JAKE TIMM	133.98
5007090	10/17/2025 JASON ELLIS	29.40
5007091	10/17/2025 JEWELL ASSOCIATES ENGINEERS INC	10,747.00
5007092	10/17/2025 KANE COMMUNICATIONS GROUP	22,908.25
5007093	10/17/2025 KATHRYN D FOOTIT	44.00
5007094	10/17/2025 KIMBERLY GIERACH	53.20
5007095	10/17/2025 KLINK HYDRAULICS LLC	53.90
5007096	10/17/2025 KODI PARKER	91.70
5007097	10/17/2025 LANSWEEPER INC	2,628.00
5007098	10/17/2025 LEIGH SCHUH	131.60
5007099	10/17/2025 LUDWIGS PLUMBING	5,400.00
5007100	10/17/2025 JERICHO ROAD MINISTRIES INC	2,938.05
5007101	10/17/2025 MARIA FLETCHER	42.00
5007102	10/17/2025 MATTHEW BERNDT	2,500.00
5007103	10/17/2025 MATTHEW ZIEGLER	46.46
5007104	10/17/2025 CENTRAL WI AUTO PARTS	438.81
5007105	10/17/2025 NICHOLAS DROVER	87.94
5007106	10/17/2025 NORTHERN TELEPHONE & DATA CORP	400.45
5007107	10/17/2025 ALZHEIMER'S ACCOCIATION	109.75
5007108	10/17/2025 CONSERVICE SYNERGY	27.36
5007109	10/17/2025 GENEVIEVE PELIOTES	50.74
5007110	10/17/2025 GUARANTY CLOSING & TITLE SERVICES INC	77.59
5007111	10/17/2025 GUARANTY CLOSING & TITLE SERVICES INC	130.54
5007112	10/17/2025 MASHUDA CONTRACTORS	2,372.66
5007113	10/17/2025 MITCH GARSON	12.99
5007114	10/17/2025 OSHKOSH HOUSING AUTHORITY	257.10
5007115	10/17/2025 RICHARD OR RIETTA HENDRICKSON	46.72
5007116	10/17/2025 RYAN S OR KRISTIN T BUIKEMA	46.72
5007117	10/17/2025 SCHMITT TITLE LLC	53.43
5007118	10/17/2025 THE LARRY W NANCY L WRIGHT TRUST	73.16
5007119	10/17/2025 TITAN PROPERTY MANAGEMENT LLC	134.12
5007120	10/17/2025 VANTAGEPOINT PROPERTY MANAGEMENT	39.91

5007121	10/17/2025 CITY OF OSHKOSH	50.00
5007122	10/17/2025 CITY OF OSHKOSH	7,543.50
5007123	10/17/2025 OSHKOSH HERALD LLC	423.76
5007124	10/17/2025 PAULA JEAN STEINERT	150.00
5007125	10/17/2025 PHIL STEFFENS	48.05
5007126	10/17/2025 RAMBOLL AMERICAS ENGINEERING SOLUTIONS INC	4,780.14
5007127	10/17/2025 RAYS SANITATION LLC	400.00
5007128	10/17/2025 REALTORS ASSOCIATION OF NORTHEAST WISCONSIN INC	556.00
5007129	10/17/2025 REGISTRATION FEE TRUST	6.00
5007130	10/17/2025 RIESTERER & SCHNELL INC	174.46
5007131	10/17/2025 ROBERT REWOLINSKI	9.80
5007132	10/17/2025 ROBERTO MARTINEZ	74.83
5007133	10/17/2025 SCOTT LAMERS CONSTRUCTION LLC	5,395.00
5007134	10/17/2025 STREICHER'S	553.75
5007135	10/17/2025 THE HOME DEPOT PRO	1,072.01
5007136	10/17/2025 THE HOME DEPOT PRO	55.88
5007137	10/17/2025 THEDACARE LABORATORIES	42.50
5007138	10/17/2025 TMDE CALIBRATION LABS INC	366.50
5007139	10/17/2025 TRUGREEN PROCESSING CENTER	112.06
5007140	10/17/2025 UNITED MAILING SERVICES INC	4,667.11
5007141	10/17/2025 VERSATERM PUBLIC SAFETY US INC	2,863.78
5007142	10/17/2025 WAUPACA METALFAB	250.00
5007143	10/17/2025 WERNER ELECTRIC SUPPLY CO	14,880.20
5007144	10/17/2025 WMA BILLETING FUND	615.00
5007145	10/17/2025 WI DEPT OF TRANSPORTATION	16,138.59
5007146	10/17/2025 WISCONSIN SUPERIOR PAINTING AND COATING LLC	1,080.00
		<u>3,922,928.47</u>



DATE: October 28, 2025
SUBJECT: Approve Common Council Minutes 10.14.2025

Attachments

Minutes 10.14.2025

DRAFT

CITY COUNCIL MINUTES 10.14.2025

Present: Brad Spanbauer; Jacob Floam; Karl Buelow; Matt Mugerauer, Mayor

Absent: Joe Stephenson, Deputy Mayor; DJ Nichols

Staff: Rebecca Grill, City Manager; Lynn Lorensen, City Attorney; Cheryl Pionke, Interim City Clerk

WORKSHOP (4:00pm, Room 404)

The Oshkosh Common Council will hold a workshop to discuss the proposed 2026 Capital Improvement Plan (CIP) and the proposed 2026 City of Oshkosh Operating Budget. The workshop will be held at 4:00pm in Room 404 of City Hall.

Workshop materials

CALL TO ORDER (6:00pm)

ROLL CALL

INVOCATION - VOTING FIRST Councilor Spanbauer

PLEDGE OF ALLEGIANCE

PROCLAMATION ISSUED

(Issued ahead of meeting)

25th Anniversary of Ascension Mercy, October 6, 2025

PUBLIC STATEMENTS TO COUNCIL

CONSENT AGENDA ITEMS

Report of Bills

August 2025 Financial Reports

Receipt and filing of claim filed with the City's insurance company -- Kevin Gabriel

Receipt and filing of claim filed with the City's insurance company -- Jonas Petersen

Approve Common Council meeting minutes, 09.23.2025

Res 25-514 Disallowance of claim -- Dennis Strong

Res 25-516 Approve land acquisition from Virginia Tawawili, trustee of the Robert Thomas Martin Irrevocable Trust dated June 16, 2021, of Portion of tax ID parcel no. 018-0057 (3123 Jackson Street) for Contract 24-05 Fernau Avenue

Extension Construction (\$2,300.00)

- Res 25-517** Approve jurisdictional offer for land acquisition from Pine Apartments IV, LLC and West Pointe Bank of portion of tax ID parcel no. 15-1960-2300 (3098 Jackson Street) for Contract 24-05 Fernau Avenue Extension Construction (\$400.00)
- Res 25-518** Approve jurisdictional offer for land acquisition from Fox Valley Storage, LLC of portion of tax ID parcel no. 15-1960-1804 (370 West Fernau Avenue) for Contract 24-05 Fernau Avenue Extension Construction (\$500.00)
- Res 25-519** Approve land acquisition from Lee J. Kienast of portion of tax ID parcel no. 018-0056 (3105 Jackson Street) for Contract 24-05 Fernau Avenue Extension Construction (\$1,000.00)
- Res 25-520** Approve Change Order No. 1 (Final) for Public Works Contract No. 24-10 Parking Lot Construction / Vinton Construction Company (+\$11,441.49)
- Res 25-521** Approve amendment to contractor agreement with Badger Laboratories and Engineering, Inc. for industrial wastewater sampling and analysis services (+\$65,532.00)
- Res 25-522** Grant Privilege-in-the-Street to Hydrite Chemical for private underground telecommunication line located in the West Waukau Avenue right-of-way
- Res 25-523** Award bid to CISCO Distributing, LLC for solar LED light poles for the Parks Department - Rusch Trail (\$37,200.00)
- Res 25-525** Approve Special Event - Star Legacy Foundation to utilize South Park for the Wave of Light Wisconsin event, October 15, 2025
- Res 25-526** Approve Special Event - Indivisible Winnebago WI to utilize Rainbow Memorial Park and Oshkosh Avenue Bridge sidewalks for the No Kings Day rally, October 18, 2025
- Res 25-527** Approve Special Event - VenuWorks of Oshkosh LLC to host a Country Christmas Concert at the Oshkosh Arena, December 4, 2025
- Res 25-528** Approve Secondhand Article Dealer, Secondhand Jewelry Dealer, and Pawnbroker License
Christopher Johnson, Oshkosh Coin Exchange, 532 N Main St, Oshkosh
- Res 25-529** Approve appointments to the following boards, committees, and/or commissions:
Extraterritorial Zoning Committee
Landmarks Commission
Long Range Finance Committee

Motion To Approve - Karl Buelow

Second By - Brad Spanbauer

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

All Consent Items Above

ITEMS REMOVED FROM CONSENT AGENDA

Res 25-515 Approve budget amendment to Police Department's operating budget for technology upgrades (\$10,200.00)

Motion To Approve - Mayor Matt Mugerauer

Second By - Karl Buelow

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

Layover till 10.28.2025

Res 25-524 Approve 2025 CIP budget amendment and approve cooperative purchase of service body from Monroe Truck Equipment for Water Utility Division (\$30,644.00)

Motion To Approve - Mayor Matt Mugerauer

Second By - Jacob Floam

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

Layover till 10.28.2025

PENDING ORDINANCES

Ord 25-530 Designate 20th Avenue and the east driveway of Traeger School as Traffic Controlled Intersection per Section 27A-7 of the Municipal Code

Lisa & Michael Hable, 2950 W 20th Ave, not in favor of having this light installed, emailed council members on this issue. Concerned about the value of their home and also the amount of accidents that could happen in the front of their home.

Mayor Mugerauer asked if anyone from the school district was present. John Bieberitz, from TADI Inc, the traffic engineer who did the traffic impact analysis was there and spoke. Mayor Mugerauer had questions about whether this was solving problems, or creating more problems. Both Spanbauer and Floam echoed what Mayor Muegauer had stated. Councilor Buelow stated that if staff recommended this, he is in favor.

Motion To Approve - Karl Buelow

Second By - Brad Spanbauer

AYE: Karl Buelow

No: Brad Spanbauer, Jacob Floam, Mayor Matt Mugerauer

1 - 3 Failed

Ord 25-531 Amend Sections 2-19, 2-20 and create Chapter 2 Article VII-1 of the City of Oshkosh Municipal Code, all pertaining to creation and enforcement of rules on City properties

Motion To Approve - Karl Buelow

Second By - Brad Spanbauer

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

Ord 25-532 Amend Section 2-10(A) of the City of Oshkosh Municipal Code to remove the requirement that the annual Council Organizational Meeting be held at 12:00 noon

Motion To Approve - Karl Buelow

Second By - Brad Spanbauer

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

NEW ORDINANCES

Ord 25-533 Approval of speed limit change on Witzel Avenue (CTH E) - 30 mph from Ohio Street to the city limits

Councilor Floam wanted to thank the residents who reached out so we were able to make these changes. Mayor Mugerauer echoed what councilor Floam stated.

Motion To Approve - Karl Buelow

Second By - Brad Spanbauer

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

Ord 25-534 Approve amendment to Chapter 2, Section 2-38 of the Oshkosh Municipal Code reducing the size of the Business Improvement District Board

Sara Rutkowski is in favor of changing the amendment to chapter2, section 2-38, which would change the board member size from 12 people to 7 people.

Motion To Approve - Karl Buelow

Second By - Brad Spanbauer

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

NEW RESOLUTIONS

Res 25-535 Accept resignations and adjust terms of BID Board members

Motion To Approve - Karl Buelow

Second By - Brad Spanbauer

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

Res 25-536 Approve Agreement for Sale of Southwest Industrial Park Land to Kingsbury, Inc. (\$250,000.00)

Don Warynski, 8600 Oak Hill Rd, Omro -- here incase anyone has any questions.

Sara Rutkowski gave little background on this project, excited to see what is to come.

Cuncilor Buelow wanted to thank all who were involved in this project.

Mayor Mugerauer wanted to thank Kingsbury for wanting to develop in this area. Councilor Floam also wanted to thank Kingsbury and staff for getting this put together.

Motion To Approve - Karl Buelow

Second By - Brad Spanbauer

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

Res 25-537 Approve amendments to TID #43 development agreements with Mill on Main LLC for phases I, II, and III

Sara Rutkowski stated that Mill on Main is working on completing phase 1, received a letter from them looking to get an extension on phase 2 and 3. Explained there were deadlines that needed to be completed in a certain time, and they will currently not meet those deadlines. They are asking for a 7-month extension and to not incur a penalty.

Motion To Approve - Karl Buelow

Second By - Brad Spanbauer

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

Res 25-538 Accept Comprehensive Energy Plan (Sustainability Advisory Board recommends acceptance)

Councilor Spanbauer wanted to thank City staff for all their help on this, and for the studies that have taken place, gives the city options on where to put our dollars.

Motion To Approve - Karl Buelow

Second By - Brad Spanbauer

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

Res 25-539 Add a 24-hour timed permit parking option available through an app to the City's downtown parking lots (Transportation Committee recommends approval)

Motion To Approve - Karl Buelow

Second By - Brad Spanbauer

AYE: Brad Spanbauer, Jacob Floam, Karl Buelow, Mayor Matt Mugerauer

4 - 0 Passed

COUNCIL DISCUSSION, DIRECTION TO CITY MANAGER & FUTURE AGENDA ITEMS

Discussion and Direction to City Manager

Future Agenda Items, Meetings, and Workshops

Budget workshop - October 15, 2025, 5 - 7pm (if needed)

Public hearing for 2026 City of Oshkosh Operations Budget, November 4, 2025, 5pm

COUNCIL MEMBER ANNOUNCEMENTS & STATEMENTS

Board, committee, and commission vacancies (Mugerauer)

Mayor Mugerauer talked about the positions that are currently open on boards and committees, also talked on the current position that is open on council currently.

CITY MANAGER ANNOUNCEMENTS & STATEMENTS

Professional Services Agreement with Target Solutions for Training Management System Software for the Oshkosh Fire Department (\$37,293.00)

Professional Services Agreement with Hunter Security & Surveillance Systems, LLC for facility security equipment for the Police Department (\$50,385.74)

Current initiatives

CLOSED SESSION (Room 404, City Hall)

The Common Council may convene into Closed Session pursuant to Section 19.85(1)(e) of the Wisconsin State Statutes where competitive bargaining reasons require a closed session to discuss bargaining options, strategy, parameters and terms related to the potential redevelopment and/or acquisition of property located at 101 Commerce Street and 201 Pearl Avenue in the City of Oshkosh, commonly known as City Center.

Background information for closed session

ADJOURN 6:48 p.m.

SUBMITTED BY CHERYL PIONKE, INTERIM CITY CLERK

THE FULL AUDIO/VIDEO RECORDING OF THIS MEETING IS AVAILABLE ON OUR WEBSITE
THE FULL TRANSCRIPT OF THIS MEETING IS AVAILABLE ON THE YOUTUBE PLAYBACK CHANNEL



DATE: October 28, 2025

SUBJECT: Res 25-540 Approve resolution of support for City grant application for "Grants for Local Projects" program

Attachments

Res 25-540

10/28/2025

25-540

RESOLUTION

CARRIED

4-0-1 PRESENT

PURPOSE: APPROVE RESOLUTION OF SUPPORT FOR THE CITY OF OSHKOSH'S GRANT APPLICATION UNDER THE "GRANTS FOR LOCAL PROJECTS" PROGRAM

INITIATED BY: MAYOR MATT MUGERAUER

WHEREAS, the City of Oshkosh is preparing a grant application under the Non-State Grant Program as established by the 2025 Wisconsin Act 15, also known as the "Grants for Local Projects" program, designed to provide funding to non-state organizations for capital infrastructure projects that benefit the public; and

WHEREAS, the Grand Oshkosh is undertaking a significant renovation project amounting to \$10 million to enhance the 142-year-old historic theater's facilities and improve accessibility, maintaining its critical role in providing public access to the arts for nearly 150 years; and

WHEREAS, the City of Oshkosh has committed \$5 million toward the renovation, with the Grand Oshkosh raising an additional \$5 million+ to meet the total project cost; and

WHEREAS, the "Grants for Local Projects" program offers a \$2 million funding match for construction projects that support both economic and community development, as part of an initiative by Governor Tony Evers aimed at empowering local organizations to undertake vital community development projects, further enhancing Wisconsin's infrastructure and quality of life; and

WHEREAS, the successful acquisition of this grant ensures continued support and access to arts within the Oshkosh community, thereby bolstering local economic and cultural development, while reducing the overall impact on taxpayers by lowering their contribution to \$3 million;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the Oshkosh Common Council fully supports the City of Oshkosh's application for funding under the "Grants for Local Projects" program to aid in the renovation of the Grand Oshkosh, recognizing the profound impact this project will have on the community's cultural and economic vitality for all residents of Oshkosh and the wider community.



TO: Honorable Mayor and Members of the Common Council
FROM: Lynn Lorensen, City Attorney
DATE: October 28, 2025
SUBJECT: Res 25-541 Approve Sanitary District Agreement with Algoma Sanitary District No. 1 (October 1, 2025 through December 31, 2045)

BACKGROUND

At its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts. As noted at that time, addendums with individual districts remained outstanding and were required to finalize the agreements. The addendums contain maps and terms that may be specific to each District.

As an incentive to complete the addendum in a timely manner staff offered to apply the new contractual rates to 3rd quarter 2025 billing (the contractual rates are lower than the non-contractual rates that the districts are currently paying), upon final agreement with the largest district, the Algoma Sanitary District No. 1, and approval by the individual districts in time for council consideration at the October 28, 2025 council meeting.

ANALYSIS

This resolution will approve the final Sanitary District Agreement with the Algoma Sanitary District No. 1. For all districts, the term of the Agreement is through December 31, 2045. In addition, for all districts because of the long term of the agreement and discrepancies found in current mapping the agreements include provisions allowing the maps to be updated over the term of the agreement as service areas are amended. Staff at East Central Wisconsin Regional Planning Commission (ECWRPC) have indicated that they will review maps in the next year and update in accordance with the agreements reached. Changes to those maps will not require council approval to update the maps attached to the agreement as the agreement anticipates updating maps over the course of the agreement in accordance with approved changes.

Terms specific to the Algoma Sanitary District include:

- A timeline for various city properties currently served by the district to be transferred to the City for service. There are 4 areas that will be transferred:
 - Area 1 will transfer immediately and includes Havenwood Drive, Fox Fire Drive, two parcels off Kirkwood Drive and the Moon Farm property on Witzel Avenue.
 - Area 2 will transfer in 10 years and includes properties off of Maryden Road and Wyldewood Drive
 - Area 3 will transfer in 20 years and includes the remaining parcels south of Highway 21. This area will require relocation of a metering station and relaying of pipe prior to transfer.
 - Area 4 may be added after 20 years and includes city parcels in the area north of Highway 21.
- The City of Oshkosh and Town of Algoma have a longstanding boundary agreement and this agreement includes a map of the intended service area for the district related to that

boundary agreement and to show the parties intention for future map updates to the sanitary districts as noted above.

- Upon approval of this agreement the City will issue an approval for the Olde Apple Acres subdivision sanitary sewer. City staff had not approved this connection previously due to the lack of an agreement between the parties.
- City properties within the sanitary district will be billed by the Algoma Sanitary District in the same manner that they are currently billed until their transfer to the City under the timeline above.

FISCAL IMPACT

Approval of this Agreement will move this sanitary district to billing under the new contractual rates which are less than the current non-contractual rates, but save the City costs related to monitoring service with a customer not under a current agreement and enforcement of city ordinances in the districts which is a requirement included within the contractual provisions for districts. As noted in the September 23, 2025 resolution approving the Master Agreement, the new agreement also allows the city to recoup the costs of providing service to sanitary districts in a consistent and equitable manner that is reflective of the portion of wastewater services and infrastructure used by the districts.

RECOMMENDATION

Staff recommends approval of the proposed Agreement.

Attachments

Res 25-541
ASD Master Agreement

10/28/2025

25-541

RESOLUTION

CARRIED

4-0

PURPOSE: APPROVE SANITARY DISTRICT AGREEMENT WITH ALGOMA SANITARY DISTRICT NO. 1 (OCTOBER 1, 2025 THROUGH DECEMBER 31, 2045)

INITIATED BY: CITY ADMINISTRATION

WHEREAS, at its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts; and

WHEREAS, the Master Agreement governs general terms applicable to all districts and each district requires individualized maps and individual terms specific to their district; and

WHEREAS, it is therefore necessary to approve a final agreement with each sanitary district; and

WHEREAS, city staff and district representatives met and agreed to individualized attachments identifying boundaries, connection points and any necessary individualized provisions for each district; and

WHEREAS, the District has approved the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the attached Sanitary District Agreement with Algoma Sanitary District No. 1 for the provision of sanitary sewer and wastewater treatment service for the period from October 1, 2025 through December 31, 2045 is hereby approved and that 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.

BE IT FURTHER RESOLVED that the proper city officials are hereby authorized and directed to apply contractual rates as provided for within this Agreement for services, including during the 3rd quarter of 2025, to be billed after the execution of this Agreement.

City of Oshkosh and Algoma Sanitary District No. 1 Agreement

This Oshkosh Sanitary Districts Master Agreement (“Agreement”) is made between the City of Oshkosh, a Wisconsin Municipality with its principal offices located at 215 Church Avenue, Oshkosh, Winnebago County, Wisconsin 54902-1130 (“City”) and the Algoma Sanitary District No. 1, a body politic organized and existing pursuant to Chapter 60, Subchapter IX Town Sanitary Districts, §60.70 et. seq. Wis. Stats., with its principal offices located at 3477 Miller Drive, Oshkosh, Winnebago County, Wisconsin 54904 (“the District”).

Whereas, City and the District (collectively referred to herein as “the Parties”) have previously entered into agreements for the provision of sanitary sewer and wastewater treatment service (“Services”) by the City to the District; and

Whereas, the Parties wish to enter into an updated master agreement with common provisions applicable to all districts served by the City of Oshkosh;

Whereas, specific provisions applicable to each individual district shall be incorporated in addendums to each master agreement, with the terms of the master agreement remaining uniform between the districts; and

Whereas, the City is not obligated to provide extraterritorial service to the District except through a specific agreement for such services; and

Whereas, the City and the District entered into previous agreements for the transportation and treatment of the District wastewater and recognize that the District is currently dependent upon the City for service; and

Whereas, the City and District each desire to enter into this Agreement to continue their long-term relationship; and

Whereas, in return for the City providing the Services, the District agrees that the District will not promote competition for development or for movement or expansion of existing commercial and industrial concerns located in the City that would be in violation of an existing or amended Cooperative Plan/Agreement between the City and a respective Town and/or Sanitary District; and

Whereas, the Parties intend the foregoing provisions are contractual in nature and not to be construed as mere recitals to this Agreement.

Now, therefore, the Parties by their duly authorized representatives, agree as follows:

I. Term of Agreement.

This Agreement shall commence for the billing period beginning October 1, 2025, or alternatively for the next quarterly billing period following the latest date set forth in the signature blocks below, and shall continue through December 31, 2045, and shall continue thereafter, subject to the provisions of Article XIII.

II. Acronyms and Definitions.

A. Allocated Capacity. The flow capacity allocated to the District in Addendum B.

Classes of Flow Capacity: Maximum Hour Flow – the greatest total volume of wastewater during any consecutive 60-minute period expressed in terms of gallons per hour.

Maximum Day Flow – the greatest total volume of wastewater during any consecutive 24-hour period expressed in terms of millions of gallons per day.

Maximum Week Flow – the greatest total volume of wastewater during any consecutive 7-day period expressed in terms of millions of gallons per day.

Maximum Month Flow – the greatest total volume of wastewater during any consecutive 30-day period expressed in terms of millions of gallons per day.

Annual Average Daily Flow – the total volume of wastewater over one calendar year divided by 365 expressed in terms of millions of gallons per day.

B. CMAR. Compliance Maintenance Annual Report that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.

- C. **CMOM.** Capacity, Management, Operation and Maintenance program that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.
- D. **Connection Point.** The point at which the District's Collection System discharges to the City's Collection System.
- E. **Collection System.** The individual and combination of infrastructure assets constructed, installed and used for the transmission of sanitary wastewater. These assets include, but are not limited to gravity pipes, manholes, force mains, valves, pump/lift stations with all their components, and associated ancillary assets required to monitor, control and evaluate flow.
- F. **Data Logger.** An electronic device that automatically monitors and records environmental parameters over time, allowing conditions to be measured, documented, analyzed, and validated.
- G. **Designated Management Agency.** An entity designated in an areawide water quality management plan having responsibility for implementing specific plan recommendations ("DMA") reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- H. **District Wastewater Concentration.** For purposes of calculating wastewater charges, the following definitions shall apply: Wastewater having organic concentrations of Biochemical Oxygen Demand (BOD₅) with an annual average of 250 milligrams per liter (mg/L), Total Suspended Solids (TSS) with an annual average of 250 milligrams per liter (mg/L), Phosphorous (P) with an annual average of 10 milligrams per liter (mg/L), and Ammonia-Nitrogen (NH₃-N) with an annual average of 25 milligrams per liter (mg/L).
- I. **EPA.** United States Environmental Protection Agency.
- J. **Infiltration.** Water that enters a Wastewater System from the ground, including, but not limited to, such sources as defective pipes, pipe joints, connections, or manholes.

- K. Inflow.** Water that enters a Wastewater System through inappropriate connections including, but not limited to, sump pumps, roof leaders, cellar drains, and yard drains.
- L. Rate of Return.** The formula for calculating the Rate of Return is the total annual principal and interest payments for the City's sewer utility debt in the test year plus an additional 10% of the annual principal and interest payments less the City's annual depreciation expense for the City's Wastewater System. The dollar amount is then divided by the net book value of the City's Wastewater System to arrive at a percentage Rate of Return calculation.
- M. Residential Equivalent Connection.** The Residential Equivalent Connection or "REC" is the formula for calculating the annual discharge of an unmetered domestic residential unit. A Residential Equivalent Connection or "REC" shall be defined as 100 gallons per person per day of average daily flow with Category A domestic strength wastewater concentrations as defined in the City of Oshkosh Municipal Code, Ch. 24. A residential unit shall be defined as 3 people per unit.
- N. Sewer Service Area.** The area presently served or anticipated to be served by a sewage collection system ("SSA") as reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- O. Technical Standards Committee.** A committee made up of representatives from the City and the Districts created to discuss matters of a technical nature as described in Article XI.
- P. Wastewater System.** The combination of physical, chemical and biological components used to collect, pump, analyze, measure and treat raw wastewater and dispose of treated wastewater and biosolids in accordance with Federal and State laws, regulations and permit requirements. The Wastewater System includes, but is not limited to, the Collection System and the Wastewater Treatment Facility.
- Q. Wastewater Treatment Facility.** A plant in which a combination of physical, chemical and biological processes are used to treat wastewater

and remove pollutants. The Wastewater Treatment Facility for the City is currently located at 233 N. Campbell Road, Oshkosh, WI.

R. WDNR. Wisconsin Department of Natural Resources.

S. WPDES. Wisconsin Pollution Discharge Elimination System.

III. District Boundaries and Service Area.

A. Establishment of Boundaries.

The boundaries of the District are established in Addendum A, which is incorporated into this Agreement and made a part hereof ("District Boundaries").

These boundaries will be modified by Amendment to reflect Sewer Service Area ("SSA") amendments and Designated Management Agency ("DMA") amendments approved by the Wisconsin Department of Natural Resources ("WDNR") which are within the boundaries of the District or the defined protected town areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The City agrees not to unreasonably withhold, delay, or condition its approval of boundary modifications within the District, or defined protected town areas as defined in a Cooperative Plan, which include development anticipated to occur within the Allocated Capacity of the District as defined within Addendum B to this Agreement. City disapproval under this paragraph will be based upon a reasonable determination of the lack of sufficient contracted capacity for flow, load, or strength, the lack of sufficient downstream capacity in the City's Collection System, or other substantial engineering consideration related to a District's proposed construction or extension.

The boundaries will be similarly amended for annexation and attachment of City service areas under Sections E and F below to reflect sewer service amendments approved by the WDNR which are within the boundaries of the City or the defined City growth areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The District agrees not to unreasonably withhold,

delay, or condition its approval of boundary modifications within the City or City growth areas as defined in a Cooperative Plan.

B. Service Outside of the District Boundary.

The City shall provide Services to the District only within the District Boundaries authorized by this Agreement.

Except as provided in paragraph A, the City has no obligation to provide Services to any properties not currently located within the District Boundaries and all rights are reserved by the City to decline to provide Services to any properties outside of the District Boundaries as established in Addendum A regardless of any proposed or future changes to the boundaries of the District.

C. Connection Point(s).

The Connection Point(s) between the District's Collection System and the City's Collection System are established in Addendum A. Changes in the Connection Point(s) required for any reason, may be agreed upon by the representatives for the Parties by written Memorandum of Understanding and new Addendums may be attached to the Agreement indicating the changes in Connection Points and date of change. In the case of the City the representative shall be the Director of Public Works, and in the case of the District the representative shall be the District President. A change in the Connection Point(s) shall not require formal amendment of the Agreement between the Parties.

D. District Mapping and Connections within the District.

The District shall provide to the City maps of current District facilities and connections within the District which shall be updated annually to include any changes to the location of facilities or connections and any additional connections to the system. The maps shall clearly depict how each property is metered.

The District may permit additional connections to the District's Collection System, subject to Section VII(H), provided that such connections are within the District and SSA/DMA boundaries and that the District does not exceed its Allocated Capacity described in Addendum B, which is incorporated into this Agreement and made a part hereof. The District shall

submit to the City's Public Works Director annually, during the month of December, a report showing the total current number of connections to the District's Collection System. The report shall contain the addresses of the premises served by those connections, the type of land use associated with each connection to the District's Collection System, and clearly indicate any new connections made to the District's Collection System occurring during the previous calendar year.

E. Currently Existing Atypical Sewer System Connections.

The Parties acknowledge that there are various atypical sewer connections within both the City and various districts at the time of entry into this Agreement. The Parties agree that the currently existing atypical sewer connections, shall generally be treated as follows:

1. The Parties agree that those properties that are located within the District but discharge sewage to the City's Collection System at a point other than a metered Connection Point may continue to discharge sewage directly to the City's Collection System, provided that the District timely complies with the requirements of Article VII pertaining to Flow Measurement.
2. Those City properties that have been annexed or attached to the City but are still connected to the District's Collection System shall continue to remain connected to the District's Collection System, except as these areas may be brought into the City as provided in Paragraph F below or as may be otherwise agreed upon by the Parties. For example, in the case of parcels located within the City currently served by the Town of Algoma Sanitary District No. 1, service by the City may begin immediately upon execution of this Agreement for certain of these parcels, while City service to certain other parcels will occur no earlier than 20 years following execution of this Agreement.
3. The quantity of flow from a user connection shall be determined in accordance with Article VII of this Agreement pertaining to Flow Measurement.

F. Annexations/Attachments/Detachments.

In accordance with Section 60.79 of the Wisconsin Statutes, the annexation of any parcel within the District detaches the parcel from the District. If at any point an annexation or attachment causes a portion of the District's Collection System to be bordered by City properties on each side, then the City may acquire the infrastructure assets of the District's Collection System located within the annexed area as follows:

1. If the sanitary flow through the annexed area connects directly to the City's Collection System without passing through any other portion of the District's Collection System and without passing through a District meter, then the City shall acquire all the assets of the District's Collection System located within the annexed area, including but not limited to pipes, pumps, valves, and manholes.
2. If the sanitary flow through the annexed area cannot connect directly to the City's Collection System without passing through any other portions of the District's Collection System or without passing through a District meter, then the District shall continue to own and maintain the infrastructure assets located in the annexed area until the District meter is relocated and/or the Collection System is able to directly connect to City facilities under paragraph 1 above.
3. If the sanitary flow can connect directly to the City's Collection System or if a majority of the patrons already receiving sewer service within a definable area are City patrons, the City may take over ownership and maintenance responsibilities for the portion of the system within the defined area. At that time, the City shall acquire and maintain all infrastructure assets of the District's Collection System located within the defined area including, but not limited to, pipes, pumps, valves, and manholes.

When the City acquires a portion or all of the District's Collection System, the following shall apply regarding the infrastructure assets formerly owned by the District:

1. If the assets were financed by a private developer or in any other manner without direct cost to the District, the acquired assets shall be transferred to the City without cost to the City.

2. If the assets were a utility financed purchase by District through the issuance of bonds or other debt and said indebtedness remains unpaid, the City shall pay to the District the proportionate share of any remaining indebtedness that is attributable to the purchase of the assets. The City's payment shall be made either in one sum, or in annual installments of the amount necessary to pay the proportionate share of the principal and interest when due. The District shall apply the moneys received from the City strictly to the payment of the principal and interest due.
3. If the assets were purchased by the District without incurring debt, then the City shall pay to the District the depreciated value, if any, of the assets as identified in the accounts of the District or as reasonably calculated in relation to the anticipated remaining useful life of the assets.
4. The Parties recognize that while the above parameters will generally provide a reasonable means to calculate the value of assets, that there may be circumstances in individual cases that require adjustment to these calculations and the Parties agree to work together in good faith in such cases to reasonably calculate the value of the assets to be acquired. In the case of a dispute, the Parties agree that they may seek the assistance of an independent outside person to assist with the valuation of the assets or mediator. If the Parties are unable to reach agreement, the City may take over the assets and either Party may petition the Wisconsin Public Service Commission to seek resolution of the matter in relation to compensation.

Should a detachment occur, the same process and analysis shall apply to allow the District to acquire the infrastructure assets of the City's Collection System located within the detached area.

The Parties agree that they will execute any documents reasonably necessary to facilitate the above transactions including easements, bills of sale, deeds, release of easements, or similar documents.

G. Parties' Assets.

Notwithstanding anything to the contrary, the City continues to solely own, operate, maintain and replace its Collection System and Wastewater Treatment Facility, and shall solely bear the cost of any repair or replacement for its Collection System and Wastewater Treatment Facility. The District continues to solely own, operate, maintain and replace its Collection System, and shall solely bear any cost of repair or replacement for its Collection System and any related facilities.

H. District Specific Terms.

This Agreement is a standard master agreement between the City and each of the sanitary districts it serves. The Agreement establishes foundational terms and conditions that are applicable to all districts. The District may have unique requirements and circumstances regarding service area, asset ownership, or transfer, and as a result, Addendum D is hereby incorporated into this Agreement to delineate District specific terms and conditions.

IV. Services to be Provided.

A. Wastewater Transportation.

The City shall receive wastewater generated within the District Boundaries at Connection Points as provided for in Addendum A. The City shall be responsible for the transportation of the wastewater from the Connection Point(s) through the City's Collection System to the City's Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System. The District shall be responsible for the transportation of the wastewater through the District's Collection System to the Connection Point(s) and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System.

B. Wastewater Treatment.

The City shall provide treatment of the wastewater from the District at the City's Wastewater Treatment Facility. The City shall own, operate and maintain the Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation of the Facility and complying with all reporting requirements for the Facility.

C. Capacity Allocation.

The City shall allocate capacity in its Collection System and its Wastewater Treatment Facility as provided for in Addendum B, which is incorporated into this Agreement and made a part hereof. Each District may also request to purchase additional capacity according to the formula provided in Addendum E. City approval under this paragraph shall not be unreasonably withheld, conditioned, or delayed.

The District acknowledges that the capacity allocated to it in Addendum B is calculated as determined as a percentage of the total treatment capacity of the Wastewater Treatment Facility. If, for any reason, there are changes to the total treatment capacity of the Wastewater Treatment Facility, including a change in state or federal regulatory requirements, the District's capacity in Addendum B shall be adjusted accordingly. Specifically, the District shall maintain their percentage allocation, but the District's percentage allocation shall now be applied to the new adjusted total treatment capacity of the Wastewater Treatment Facility.

Both Parties agree that if any changes occur to the total treatment capacity of the Wastewater Treatment Facility, the City shall provide the District with notice of the revised capacity which shall be determined either by the limits stated in the City's current WPDES permit or through an engineering study, submitted to and approved by the WDNR if required.

The District acknowledges that although its overall capacity is a percentage of the total treatment capacity of the Wastewater Treatment Facility, the District's capacity may be further constrained at specific Connection Points due to the limitations of the Collection System (including the size of the existing pipes and infrastructure).

V. District's Compliance with Wastewater Regulations.

A. District's Compliance with City's Wastewater Service Regulations.

1. Waste Characteristics.

Characteristics of waste delivered to the City's Collection System at each connection point must meet the requirements of Chapter 24 of the City of Oshkosh Municipal Code.

District wastewater strength may be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed annually by a third-party laboratory. The District shall be responsible for paying for the annual testing.

Alternatively, at the option of either Party, the District wastewater strength may also be calculated by taking an annual rolling average, which will be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed quarterly by a third-party laboratory. Results of the testing will be aggregated with the data collected quarterly over the past twelve months, to calculate an annual average. This annual average will be used to determine District wastewater strength in relation to the definition of Category A set forth in this Agreement. In the event a District desires to use an annual rolling average to calculate wastewater strength, the District shall be responsible for paying for the quarterly testing. In the event the City desires to use an annual rolling average to calculate wastewater strength, the District and City shall equally be responsible for paying for the quarterly testing.

2. Applicability of City Ordinance and Administrative Rules

The City's provision of Services is subject to the District's compliance with and enforcement of all applicable City ordinances and administrative rules pertaining to protection of the City's Wastewater System and the prevention of cross connections with any other utility systems. All discharges from the District's Collection System into the City's Wastewater System shall be subject to Chapter 24 of the City of Oshkosh Municipal Code and the District's Board of Commissioners shall adopt and enforce regulations regarding the use of the District's Collection System that includes the same language as Sections 24-4, 24-5, 24-6, 24-6.1 through 24-6.4, 24-6.6 and 24-6.7 of the City of Oshkosh Municipal Code, except (1) replacing the word "City" or words "City of Oshkosh" with the name of the Sanitary District, except in the case where the sentence refers to the City's Wastewater Treatment Plant (Facility) or the City's Industrial Wastewater Discharge Handbook; (2) replacing the terms "Control Authority" and "Authority" with the term "District's Board of Commissioners;" and, (3) replacing the term "Utility

Operations Manager” with the term “District’s President”. The City reserves its legislative right to amend its ordinances and regulations as it deems prudent or necessary.

Unless expressly required by state or federal laws or regulations, or conditions of the City’s WPDES permit, if an amendment to the City’s ordinances would conflict with the terms and conditions of this Agreement the City cannot unilaterally amend its ordinances or administrative rules without first submitting the proposed amendment to the Technical Standards Committee (“TSC”) for its review and recommendation. However, if the City notifies the TSC of an amendment and the TSC does not provide its recommendation within 30 days of the City’s notification, the City may take action without the TSC’s recommendation.

The City agrees that it will not amend its ordinances with the effect of invalidating this Agreement, or unjustly targeting the District. Any amendment to the City’s ordinances are to be made in good-faith with the objective of achieving equitable and comprehensive system-wide regulation.

B. Sanitary District Ordinance Applying City Ordinance

The District must provide by ordinance that the City’s sewer use ordinance as amended from time to time applies within their jurisdictions, including that all customers within their jurisdictions who require pretreatment of sewage are subject to the provisions of the City’s sewer use ordinance relating to pretreatment.

The District shall periodically, and specifically upon request of the City, sample and provide all sampling and test results for all customers within its jurisdiction who are or may be subject to the provisions of the City’s sewer use ordinance relating to pretreatment or as necessary to comply with the District’s or City’s WPDES permit(s). The District shall work with the City to sample and test within their District’s own system as discussed in Article VI of this Agreement, to assure compliance with the pretreatment requirements.

Notwithstanding the above, this paragraph shall not limit the Parties' rights or responsibilities for testing under state and federal law.

C. District's Compliance with State and Federal Regulation.

The District shall comply with all State of Wisconsin and Federal laws, regulations and orders concerning wastewater systems. Specifically, the District shall comply with the State of Wisconsin's General Permit under the WPDES for Satellite Sewage Collection Systems (WI-0047341-06-0 or as may be updated from time to time). The District shall provide the City a copy of the District's Capacity, Management, Operation and Agreement (CMOM) and the most recent Compliance Maintenance Annual Report (CMAR) within 30 days of the effective date of this Agreement, and any updates to the CMOM and CMAR within 30 days after they are completed. The District shall also provide the City with any notices of violation, administrative orders, consent orders, consent decrees or any written enforcement action taken by the WDNR or the EPA within 10 business days of receipt by the District. Notwithstanding the preceding, the submission of a District's CMOM or CMAR does not grant the City any right to unilaterally amend a CMOM or a CMAR. District security plans will be redacted if they are included as part of a District's CMOM or CMAR.

VI. Sampling of and Access to District Wastewater.

A. Sampling of District Wastewater.

The City shall cause periodic sampling and analyses to be conducted, at least annually, of District wastewater. Initial samples will be collected at the connection points. Samples will be collected and analyzed in the same manner that samples are collected and analyzed for the City's industrial user program. Reports generated from the sampling and analysis shall be provided by the City to the District in a timely manner. If a sample shows high strength waste, or any other condition present in violation of Chapter 24 of the City of Oshkosh Municipal Code, the Parties shall work together to have additional testing completed which may be at points other than the connection point. The District shall pay the City for the sampling and analysis at the same cost and rate as the City's industrial user program.

B. Inspection of District's Collection System.

The District shall conduct periodic inspections of its Collection System to ensure that users of the Collection System are in compliance with all applicable regulations and take appropriate action to correct or cause the correction of any deficiencies in the District's Collection System. In addition, the District agrees to allow the City, upon a minimum of 14 calendar days' notice, to inspect the District's Collection System and review any written or electronic records relating to the physical and video inspection of the collection system, and condition assessments of the District's wastewater pump stations. The District agrees to provide access to the District's Collection System and records along with a District employee to facilitate the City's inspection and review.

Inspections of the District's Collection System by the City will focus on ensuring operational efficiency and safeguarding public health. The City will only request inspection when a compelling need is identified, such as abnormal/excessive flow, deleterious material in flow (i.e. gravel), or other evidence of system failure. In those instances, the City will promptly inform the District of the identified issues and work collaboratively with the District to resolve them.

C. Excessive Loads.

The District agrees that it will make reasonable efforts to control the collection of wastewater containing any unusual or unusually concentrated presence of deleterious materials and substances or materials and substances that are now, or may in the future be, regulated under Chapter 24 of the City of Oshkosh Municipal Code, the terms of the WPDES permit for the City's Wastewater System, or EPA regulations. To the extent that such wastes are collected by the District, the District shall either provide pretreatment to remove such materials prior to introduction into the City's Wastewater System or shall pay the City in accordance with Article VII.

D. Inflow and Infiltration.

The District agrees that it will make reasonable efforts consistent with best practices in the wastewater sector to limit Inflow and Infiltration into the District's Collection System and to take action, which is within its authority, to ensure that Inflow and Infiltration will not enter the District's Collection System. To the extent that the District does not limit Inflow and Infiltration

and the District exceeds its Allocated Capacity, the provisions of Article VII shall apply.

VII. Rates and Fees / Billing.

A. Rates and Fees.

The District shall pay to the City wastewater charges as determined by the Common Council, which may include a meter charge, fixed charge, volume charge or such other fees and charges as may be determined by the Common Council. It is the intent of this Agreement that the City shall be fully compensated for the provision of Services to the District. The City shall provide the District with a copy of the analysis at least 30 calendar days prior to consideration by the Common Council to allow the District to review and comment upon the proposed rates.

The rate study will be updated each year by entering the previous year's actual expenses, flows and loadings, and fixed asset values, along with calculating of the rate of return according to the defined formula.

The rate study shall be based on the loading levels of the District Wastewater Concentration, as defined in this Agreement. The rate study shall calculate a rate, per pound, for treatment of BOD5, TSS, P, and NH3-N exceeding the District Wastewater Concentration levels.

If the District exceeds the District Wastewater Concentration at any connection point, the District shall be charged for that additional exceedance per pound. In calculating the exceedance charge, the District shall receive a credit for any payment the City receives directly from any non-domestic sewage customers participating in the pretreatment program as further detailed below.

The City reserves its legislative discretion to modify its own rate structure in the future. Rates will be established through a regular review of the cost of service analysis performed in accordance with industry practices. Generally, rates shall be calculated using a utility-based method with a current Rate of Return. The current rate structure is set forth in Addendum C. New rates shall automatically be included within this Agreement upon approval of the Council and notification to the District.

The District may seek review by the Public Service Commission of Wisconsin ("PSC") under Wis. Stat. § 66.0821(5) for a determination of whether the rates, rules and practices are unreasonable or unjustly discriminatory. The District may only challenge the City's rates, rules and practices before the PSC if the Agreement is silent on such rates, rules and practices.

If at any time the District has a non-domestic sewage customer (a customer who is or may be subject to the provisions of the City's sewer use ordinance relating to pretreatment or as necessary to comply with the District's or City's WPDES permits) within its boundaries, the District agrees that the District shall pay a charge per pound over the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal Code on the wastewater discharged from the non-domestic sewage customer into the District's collection system. The charge shall be the same as the charge assessed to the non-domestic sewage customers within the City.

The charge shall be invoiced to the District directly, unless the District requests the City invoice the non-domestic sewage customer directly. In the event of direct billing to the non-domestic sewage customer, the District shall be responsible for any charges that are unpaid by the non-domestic sewage customer.

Nothing in this provision waives, alters, or otherwise modifies the requirement that the District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code at the Connection Point between the District and the City. In that event, the provisions of Section VII(I) shall apply.

B. Billing and Flow Measurement.

The City shall bill the District for Services based on the quantity of flow entering the City's Collection System at the Connection Point. If there is more than one Connection Point, the quantity of flow shall be the sum of quantity of flows from all Connection Points.

The quantity of flow for the District shall be determined by the City from the following sources, which are listed in the order of priority/use for billing purposes:

1. Wastewater Flow Meters/Integrated Telemetry System

2. Wastewater Flow Meters/Data Loggers
3. Temporary Wastewater Flow Meters
4. Residential Equivalent Connection
5. Water Flow Meters

If it is determined that any meter is inaccurate or inoperable, the City shall estimate the quantity of flow using a method designed to reasonably calculate the flow for the period including but not limited to extrapolation from temporary flow meters, an average of the previous 6-months of flow for which the meter was deemed to accurately measure flow, or average of other similar user's flow. For further information regarding the installation and maintenance requirements of the above meters, see Article VII.C-E.

In the event there is residential wastewater flow entering the City's or a District's Collection System at a Connection Point that is not metered by a wastewater flow meter, that unmetered flow shall be estimated by taking the flow per the Residential Equivalent Connection and multiplying it by the number of unmetered units flowing through the Connection Point. For non-residential flow that is unmetered, the Parties shall meet and agree upon a metering system that shall be installed, including wastewater flow meters or water flow meters, as appropriate.

C. Wastewater Flow Meters/Integrated Telemetry System

In order to provide more effective flow data for future analysis and planning of system improvements, the District agrees to install flow meters integrated with telemetry systems capable of real-time data transmission to the City at all wastewater flow metering sites as defined below.

The District shall maintain, repair and replace the wastewater flow meters and the telemetry systems at all Connection Points where wastewater flow meters are currently installed and shall install wastewater flow meters integrated with telemetry systems at any future proposed Connection Points unless the Parties representatives under Article III-C. agree that installation is impractical, cost prohibitive, or otherwise unnecessary. The City shall review and approve of all proposed wastewater flow meters and telemetry systems.

The District shall be responsible for all costs associated with the wastewater flow meters and telemetry systems, their installation, operation, readings, and maintenance. All existing wastewater flow meters shall have the

integrated telemetry systems installed within two years of the date of this Agreement.

The District shall cause all wastewater flow meters within the District to be calibrated by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City within 90 calendar days of the date of this Agreement, and annually thereafter. A certificate of calibration shall be sent to the City within 14 calendar days of the meter's calibration. Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to written approval by the City's Director of Public Works. The District shall submit specifications for the replacement and/or new meters, along with plans for installation for the Director of Public Work's approval.

In the event a District has or installs a flow meter, but the Parties' representatives under Article III-C. agree that installation of the integrated telemetry system specifically would be impractical, the District may install a Data Logger instead. The City shall provide the District with the specific Data Logger the District shall install and the District shall be responsible for all costs associated with the Data Logger, including its installation, readings, and maintenance.

D. Temporary Wastewater Flow Meters.

Either Party may, during the term of this Agreement, install temporary wastewater flow meters and data loggers within the Collection System to verify flow data or obtain additional information relative to waste characteristics or flow entering a Party's system from the other Party's system. Temporary installations shall generally be installed at or near Connection Points, as necessary to verify or replace equipment that may be malfunctioning, or in connection sampling and analysis under Article VI. above

Unless otherwise agreed in writing by the Parties, whichever Party is initiating the temporary installation shall be responsible for the installation, readings, and maintenance of the temporary installation. Each Party shall cooperate with and upon request, shall provide to the other Party any necessary authorizations and permits for temporary installations within

each Party's respective facilities. The Parties shall promptly share any data or testing results obtained from temporary installations.

E. Non-Residential Water Flow Meters.

In the event a water meter is installed on the water source of a non-residential property in the District that does not pass through a wastewater meter for billing purposes, this section shall apply.

For sewer flow to be billed by a water meter read, the District and the City shall provide water meter readings to the other Party by the close of business on the 10th day of the following month for billing on a monthly or quarterly basis as may be mutually agreed upon between the City and the District. For purposes of this paragraph the City's Finance Director and the District President or their authorized representative are authorized to agree to changes in the timing of billing which agreement shall be reduced to writing and attached to Addendum A to this Agreement.

The District shall be responsible for all costs associated with the water meters, their installation, readings, and maintenance. The City will not install, inspect, test or participate in the installation, reading or maintenance of water meters without a separate agreement to provide payment for such services.

The District shall cause all water meters within the District to be calibrated or tested by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City at least once every 10 years or replaced every 20 years per a schedule approved by the Wisconsin Public Service Commission (WPSC). Further, within 90 days of the date of this Agreement, the District shall ensure that all existing District water meters are compliant with the terms of this agreement.

Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to the requirements and standards of the WPSC. The Districts shall annually submit documentation relating to the calibration and/or replacement of water meters, along with the engineering design plans for the installation of any new infrastructure, which shall be provided within 14 days.

F. Adjustments to Flow for District's Service of City Parcels.

The Parties acknowledge that due to past annexations and other events, the District may currently provide sanitary sewer and/or wastewater treatment service to parcels that are located within the City. Until such time as these parcels are serviced directly by the City as provided in Article III, the District shall continue to provide sanitary sewer service to the City parcels. In the event that flow from City properties is combined with District flow prior to being measured by a wastewater flow meter, the flow attributable to the City properties, as measured by REC for residential properties, or water meter readings or otherwise by separate agreement of the Parties for non-residential properties, shall be deducted from the District's total flow to obtain a billable flow for the District. Each Party agrees to serve all customers in its territory in the same manner. Billing shall be as provided in Article VII or as may be separately agreed by the Parties and incorporated into Addendum D.

G. Time of Billing and Payment of Invoices.

The City shall issue bills quarterly to the District for the Services being provided pursuant to this Agreement. The District shall pay the City directly within 45 days of the date of the invoice. Late payments are subject to the then-existing late payment charges imposed by the City on other wastewater customers. The District shall be responsible to directly invoice its customers for wastewater services, and the District bears the risk of collection from any District customer. Failure of or delay by any District customer to pay the District shall not relieve the District of its obligation to pay City for the Services.

H. Remedies for Exceeding Allocated Capacity

The District, in Addendum B, has been allocated flow capacities. The Parties agree to the following tiered system to progressively enforce compliance with allocated capacity and encourage proactive planning.

1. **80% of Allocated Capacity.** Whenever the District has actually utilized 80% or more of any class of flow capacity allocation under this Agreement, the City shall promptly notify the District in writing. At such time, the District shall have the option of engaging with the City in a joint planning project, at the cost of the District, to determine whether and under what circumstances there is any reasonable possibility that the Wastewater discharged by the District

will exceed the District's flow capacity allocation, and if so what actions can reasonably be taken by the District to eliminate any such reasonable possibility. The principal burden of formulating the plan shall be on the District, but the City shall fully cooperate with and assist in the formulation of the plan. In the event that the District and City agree upon a plan which will eliminate any such reasonable possibility of exceeding the District's allocated flow capacity (e.g. the elimination of excess Infiltration and Inflow, or the construction of an appropriately-sized equalization basin, or construction of an interceptor, or the purchase of additional allocated flow capacity), and the District satisfactorily implements such plan, the City shall waive any restrictions imposed under the following subsections unless and until the metered discharge data subsequently demonstrates that the plan is not working as anticipated or that there are unanticipated problems.

2. **90% of Allocated Capacity.** Whenever the District has actually utilized 90% or more of any class of flow capacity allocation under this Agreement the City shall promptly notify the District in writing. From and after that time, additional Sewer Extensions tributary to the particular facility in which the District has the flow capacity allocation in question shall not be permitted until such time as the District has satisfactorily demonstrated to the City that full use of any proposed Sewer Extension will not exceed the District's allocated flow capacity. Upon reasonable written notice, at any time after the District has discharged Wastewater to the Sewer Service Facilities at a level at or above 90% of such District's allocated flow capacity, the District shall survey or test its Collection Facilities for excess Infiltration and Inflow, and the District shall submit its findings and a plan to address excess flow or any noted deficiencies in the District systems to the City for approval, which shall be granted unless there is a valid engineering rationale otherwise. Upon failure of the District to provide the testing results and a plan to address excess flow, or receive approval of the same from the City, the City may provide notice to the District of the City's intention to survey or test the collection facilities of the District for excess Infiltration and Inflow or other issues and the District shall grant access to the City to complete such review and testing. The District shall pay the City the cost of any such survey or testing within 60 days of written notice of such cost.

3. **95% of Allocated Capacity.** Whenever the District has actually utilized 95% or more of any class of flow capacity allocation under this Agreement (or of any associated flow limitation set out in this Agreement or in any associated exhibit), the City shall promptly notify the discharging the District in writing. From and after that time, no additional Sewer Extensions tributary to the facility in which the District has the flow capacity allocation in question shall be permitted by the City and no additional customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be permitted by the District, until such time as the District has satisfactorily demonstrated to the City that full use of any proposed customer connection or Sewer Extension will not exceed the District's allocated flow capacity, including without limitation consideration of future connections of sewer properties that are currently vacant or underutilized. The City shall expeditiously consider any proposed demonstration by a Party that additional customer connections will not exceed the District's allocated flow capacity allocation.
4. **Exceeding Allocated Capacity.** Whenever the District has actually exceeded flow capacity allocation under this Agreement, the City shall notify the District in writing. From and after that time, no additional Sewer Extensions or customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be allowed under any circumstances until such time as (1) modifications have been made to the District's sewerage system and/or operations, and the results of such modifications have been in effect for a reasonable period of time to demonstrate satisfactorily that any reasonable possibility of exceeding the District's flow capacity allocation in the future has been eliminated, or (2) until such time as the District has acquired sufficient additional allocated flow capacity to accomplish the same result.

Notwithstanding the tiered structure above, in the event a District's exceedance of its allocated flow capacity results in damage to, impairment of, or interference with the City's Wastewater System, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of such exceedance which the City suffers as a result thereof. The City may

charge the District its proportionate share for any fine, penalty, or forfeiture incurred by the City, and may also charge the District for any cost incurred by the City (including, without limitation, for employees, equipment, or materials) as a result of such excessive discharge. For any costs claimed, the City shall provide an itemized invoice to the District and will provide information identifying that flow from the District(s) caused or contributed to said damage and/or penalty. The amounts recoverable by the City, if any, are net of grants, reimbursements or insurance proceeds actually recovered by the City.

The proportion of costs allocated to charges for exceeding flow is the share of costs that could be allocated to any District for damages that occur due to a District or the City exceeding its Allocated Capacity when the damage occurred and contributed to causing the damage. This cost would only apply to a District that was exceeding its Allocated Capacity when the damage occurred. The portion of cost allocated to each Party corresponds to each Party's proportion of the total volume of wastewater flow entering the wastewater facility(ies) sustaining the damage at the time the damage occurred.

I. Charges for Exceeding Pollutant Loadings.

The District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code. If the District's wastewater flow exceeds the pollutant concentration specified in Chapter 24 of the City of Oshkosh Municipal Code, WPDES regulations, or EPA regulations, the District shall be charged the resulting cost increase for the City to provide necessary treatment or other measures to remove the materials or substances or reduce concentrations to prevent damage to the City's Wastewater System and maintain pollutant limits in compliance with the City's WPDES permit. The District acknowledges and agrees that the City may assess against the District the civil penalties as provided in Chapter 24 of the City of Oshkosh's Municipal Code for violation of that chapter where the District's wastewater flow exceeds the stated pollutant concentrations. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation. In addition to these civil penalties, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of the District's wastewater flow which exceeds the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal

Code, including, without limitation, any fines to which the City may be subject as a result for violation of its WPDES permit.

VIII. Records.

Each Party shall keep accurate books, records, and accounts of rate calculations and cases, fees, costs, disbursements, utilities maps, plans and as built drawings, inspections, state reports, and all other matters affecting the substance of this Agreement. Upon reasonable notice, any Party or its agent shall be entitled to examine and inspect the books, records and reports of any other Party for the purpose of verifying charges or credits; verifying inspections and condition of facilities or otherwise exercising or protecting any rights or responsibilities under this Agreement in relation to that Party's utility system; except that access to private third-party utility accounts shall be limited to non-identified information without a showing of necessity by the requesting Party or order of a court of competent jurisdiction.

IX. Audits.

A. Cooperation.

The Parties agree to cooperate in connection with any internal or governmental investigation or administrative, regulatory, or judicial proceeding (or governmental audit, with respect to matters relating to this Agreement). Such cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making employees available to the other Party (or their respective insurers, attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, depositions, and providing declarations or affidavits that provide truthful information in connection with any litigation or audit; (ii) appearing at the request of the other Party to give testimony without requiring service of a subpoena or other legal process; (iii) volunteering 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.

B. Expenses.

The Party requesting cooperation shall reimburse the other Party for reasonable direct expenses incurred in connection with providing documents and records required under this paragraph and may require

such expenses to be documented by receipts or other appropriate documentation. Reasonable direct expenses include costs such as copying, postage and similar costs and witness fees; but do not include wages, salaries, benefits, and other employee compensation.

C. Third-Party Proceedings.

Notwithstanding the above, in the case of a third-party proceeding in which the Parties are both named as defendants the Parties may or may not elect to enter into a mutually acceptable joint defense agreement.

X. Default.

In the event that one Party commits a material breach of its obligations under this agreement, the other Party shall provide written Notice of Default to the Party which is deemed to have committed the material breach. The Notice of Default shall specify the Article(s) and Paragraph(s) of this Agreement that is alleged to have been breached, and an explanation of the breach. Unless emergency conditions exist, the Party receiving the Notice shall have 90 calendar days to cure the breach after receipt of the Notice. If the material breach is not cured within 90 calendar days, the Parties agree that Dispute Resolution under Article XII shall be initiated. If a breach is not capable of being cured within 90 days for causes or reasons beyond the breaching Party's control, the Party may remain in breach for an additional 90 days so long as it has commenced and is taking reasonable actions to cure such breach as promptly as practicable.

XI. Technical Standards Committee.

A. Creation of TSC.

The Parties acknowledge the value of ongoing communications for the purpose of consistently exchanging information about the Wastewater System, the Wastewater Treatment Facility, and the Collection System, as well as the administration of this Agreement (together, the "System"). Therefore, the Parties do hereby establish a committee identified as the Technical Standard Committee ("TSC"). The purpose of the TSC is to facilitate the exchange of information, and (a) to exchange reports and updates regarding the System; (b) to report on System improvements that are anticipated, in progress, or completed; (c) to report on Wisconsin DNR-required facilities plans or Regional Service Area Plan amendments that are anticipated, in progress, or completed; (d) to report on inflow/infiltration

and clearwater issues; (e) to exchange and analyze data from water flow meters/dataloggers, sampling, and other operating sources ; (f) discuss reasonable protocols and access to collection systems for inspection, maintenance, testing or other matters; (g) to preview proposed System rates, fees, and billing budgets and initiatives ; (h) to facilitate dispute resolution before invoking the formal dispute resolution options set forth Article XII and (i) to establish and to maintain procedures and protocols for compliance with this Agreement. The Parties further acknowledge that to accomplish the preceding purposes it will be necessary to freely and consistently exchange information in a spirit of cooperation and transparency.

B. Composition of the TSC.

The TSC will consist of engineering or technical representatives from the City and each District.

C. TSC Meetings.

The TSC will meet as needed, but at least twice per year. The City's Director of Public Works, or his or her designee, will prepare and circulate the meeting agenda based on the items submitted by any Party. Except as required by law, the Parties do not contemplate their sessions to constitute a "meeting" under the Chapter 19 of the Wisconsin Statutes.

XII. Dispute Resolution.

A. Pre-formal Action.

Prior to the initiation of any formal action between the Parties, including but not limited to litigation, the Parties agree to meet and confer with regard to any disputes under this Agreement. This requirement may be initiated by either Party by written request delivered to the other Party as provided in Article XXIII. The Parties shall meet and confer within 30 calendar days of the Party receiving the request from the initiating Party.

B. Mediation/Arbitration.

As a condition precedent to the initiation of litigation the Parties shall engage in formal mediation conducted by a mutually-selected mediator experienced in the topic at issue. The costs of the mediator shall be shared equally. If the Parties are unable to agree on the mediator, the selection shall be made from a panel list submitted by the State of Wisconsin Department of Administration – Municipal Boundary Review by a process of alternate striking from the panel list.

C. Formal Action.

In the event the Parties are unable to resolve their dispute, either Party may file an action with a court of competent jurisdiction.

XIII. Reopeners, Amendments and Extensions of the Agreement

A. Amendments/ Reopening of the Agreement.

The Parties recognize that wastewater collection and treatment are a highly regulated industry and that capacity and legal requirements may change over the term of the Agreement potentially necessitating reopening of the Agreement. During the term of this Agreement, either Party may request that a section of the Agreement be reopened or amended. The Parties agree that if the request relates to the following, the Parties shall meet and confer on the request and that the Agreement shall be amended as may be agreed upon to adequately address the following conditions:

1. Substantial or material changes in the method for calculating rates for wastewater treatment and services
2. A change in law or permit requirements substantially and materially altering operations under the terms of this Agreement which cannot be adequately addressed within the rate model.
3. A substantial and continuing failure of the District to comply with loading, capacity and flow allocations, as set forth in this Agreement.
4. When significant and/or unforeseen events or circumstances arise substantially and materially affecting operations of either the District or City system which cannot be adequately addressed within the rate model.

Upon failure to reach an agreed upon amendment in relation to the above conditions, the Parties agree to engage a mediator to assist in resolution of the necessary amendment.

This Agreement may be otherwise amended by the Parties from time to time to address additional issues not within the above categories. However, except as otherwise provided in this Agreement, no amendment, variation or waiver of any term of this Agreement shall be enforceable by any Party unless it is in writing and signed by both Parties.

B. Extension of the Agreement.

This Agreement shall automatically extend in 5-year increments unless notice of the City's or District's desire to renegotiate the agreement shall be provided in writing to the other Party no later than 1 year prior to the original termination date or 1 year prior to the termination date of the extension.

C. Early Termination.

The District may terminate this Agreement prior to the original termination date or the termination date of any extension with two years prior notice to the City. The City may not terminate this Agreement prior to the original termination date or the termination date of any extension except in the case of material breach/default or failure of dispute resolution, then may only terminate by providing the District two years notice, or as a result of a court order.

D. No Reimbursement.

Upon termination of this Agreement for any reason, any and all fees, charges, and other payments made by the District to the City shall be non-refundable whether made under this Agreement or any other agreement between the Parties relating to the provision of wastewater transmission or treatment services, whether those fees, charges, or other payments were made for capital investment or for operations and maintenance of the City's Wastewater System, or for any other reason related the provision of Services including, but not limited to the cost of permits or plan/document review.

XIV. Whole Agreement.

This Agreement including any written and duly executed amendments thereto contains the entire understanding of the Parties with respect to the subject

matter hereof. There are no restrictions, promises, warranties, covenants, or understandings other than those expressly set forth in this Agreement and Amendments executed as provided in this Agreement. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to the subject matter hereof.

XV. Liability.

The City shall not be responsible or liable to the District for any loss caused by any breakdown or failure of the Collection Systems, Wastewater Treatment Facility or any appurtenant or ancillary assets contemplated by this Agreement.

LIABILITY AND HOLD HARMLESS: Subject to any limitations contained in Secs. 893.80, 893.83, 345.05, and any similar statute, of the Wisconsin Statutes, each party (the indemnifying party) agrees to hold the other party, 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 Indemnifying Party's officers, employees or agents while acting within the scope of their employment.

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.

Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including but not limited to section 345.05, 893.80 and 893.83 of the Wisconsin Statutes 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.

XVI. 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 provision of this agreement.

XVII. Counterparts of Agreement.

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 and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

XVIII. Performance Standard.

This Agreement requires the Parties to act or to refrain from acting on a number of matters. The Parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a Party, the consent or approval shall not be unreasonably withheld, conditioned, or delayed.

In addition, each Party agrees to provide information to assist the other in obtaining the necessary permits from the Wisconsin Department of Natural Resources, or any other governmental authority, for the receipt and provision of wastewater conveyance and treatment service in accordance with this Agreement.

XIX. Not Construed Against Any Party.

This Agreement is the product of negotiation between the Parties hereto and no term, covenant, or provision herein or the failure to include a term, covenant or provision shall be construed against any Party hereto solely on the basis that one Party or the other drafted this Agreement or any term, covenant, or condition contained herein. The captions appearing in this Agreement are inserted solely for convenience but shall never be considered or given any effect in construing this Agreement if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

XX. No Waiver.

Failure of any 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.

XXI. Severability.

If any term, covenant, condition or provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby. The Parties, in good faith, shall meet and confer and will substitute a valid and enforceable provision as similar as possible to the provision at issue. The remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

XXII. Governing Law / Venue.

The laws of the State of Wisconsin shall govern the interpretation, construction and provisions relating to service under this Agreement. Winnebago County shall be the venue for all disputes arising under this Agreement.

All references to statutes, regulations and ordinances shall include any future renumberings, recodifications or amendments upon passage and publication in compliance with law.

XXIII. 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 an officer or 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, (iii) upon transmission if by facsimile or (iv) upon transmission by email. 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
 Department of Public Works
 215 Church Avenue
 Post Office Box 1130
 Oshkosh, WI, 54903-1130
 Attn: Director of Public Works

With a copy to: City of Oshkosh
 City Attorney's Office
 215 Church Avenue
 Post Office Box 1130
 Oshkosh, WI, 54903-1130

Attn: City Attorney

If to the District: Algoma Sanitary District No. 1
3477 Miller Drive
Oshkosh, WI 54904

With a copy to: Dempsey Law Firm, LLP
10 Forest Avenue, Suite 200
Fond du Lac, WI 54935

XXIV. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the Party for whom they are signing.

IN WITNESS WHEREOF, the designated and authorized representatives of the City of Oshkosh and the District, by virtue of directions of their respective governing bodies, have executed this Agreement on the dates indicated below. This Agreement becomes effective as of the latest date of the signatures below.

[The remainder of this page is blank. Signature pages to follow]

Dated this _____ day of _____, 2025 for the City of Oshkosh, Wisconsin.

CITY OF OSHKOSH, WISCONSIN

Rebecca Grill, City Manager

Cheryl Pionke, Interim City Clerk

Approved

Lynn A. Lorensen, City Attorney

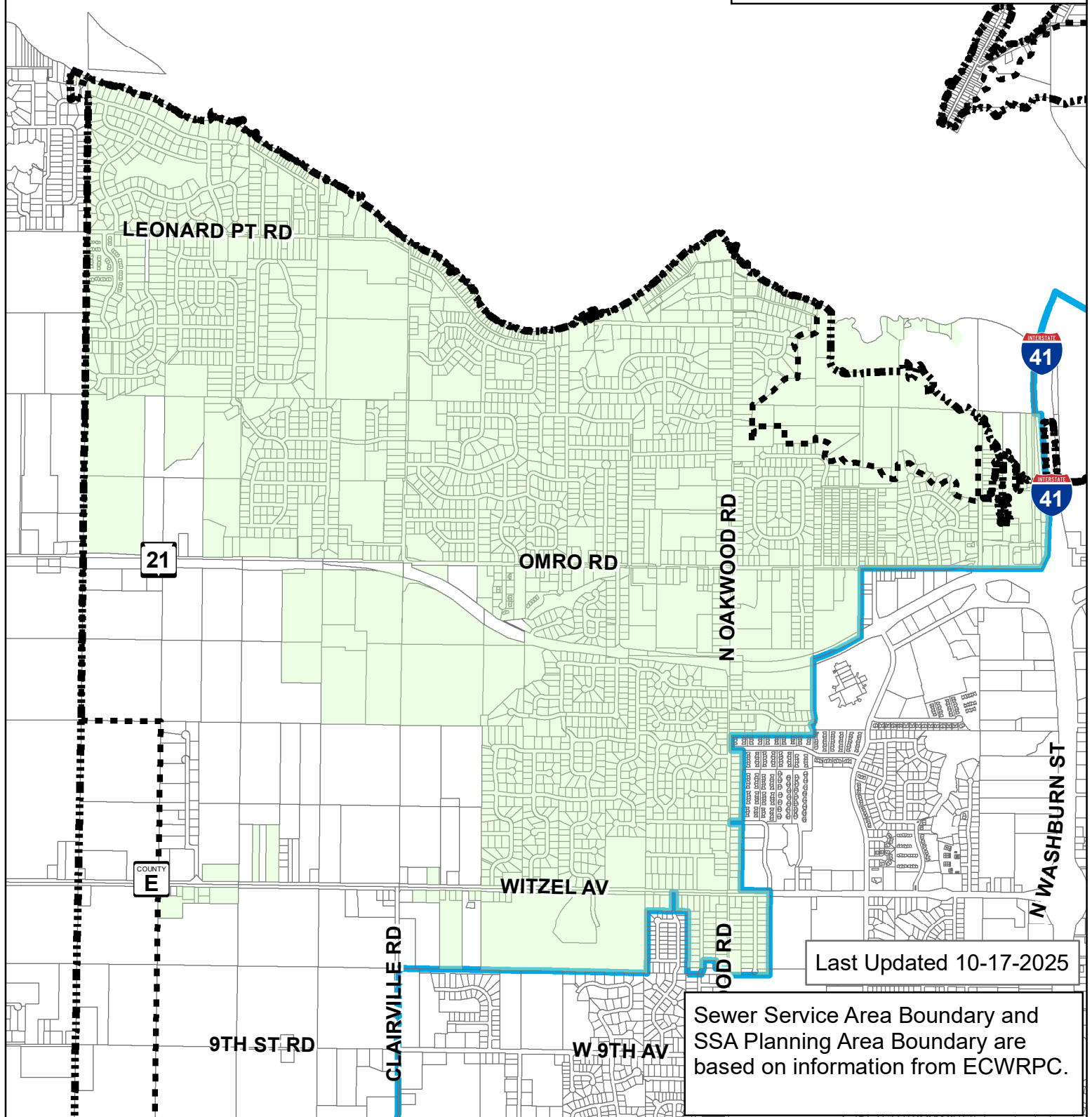
Dated this _____ day of _____, 2025 for the Algoma
Sanitary District No. 1.

SANITARY DISTRICT

District President

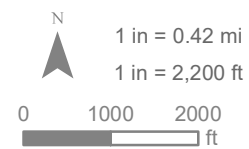
District Secretary

Addendum A – District Boundaries & Connection Points
Addendum B – Contractual Flow and Pollutant Loading
Addendum C – Current Rate Structure
Addendum D – District Specific Terms and Conditions
Addendum E – Purchase of Additional Capacity



Algoma Sanitary District

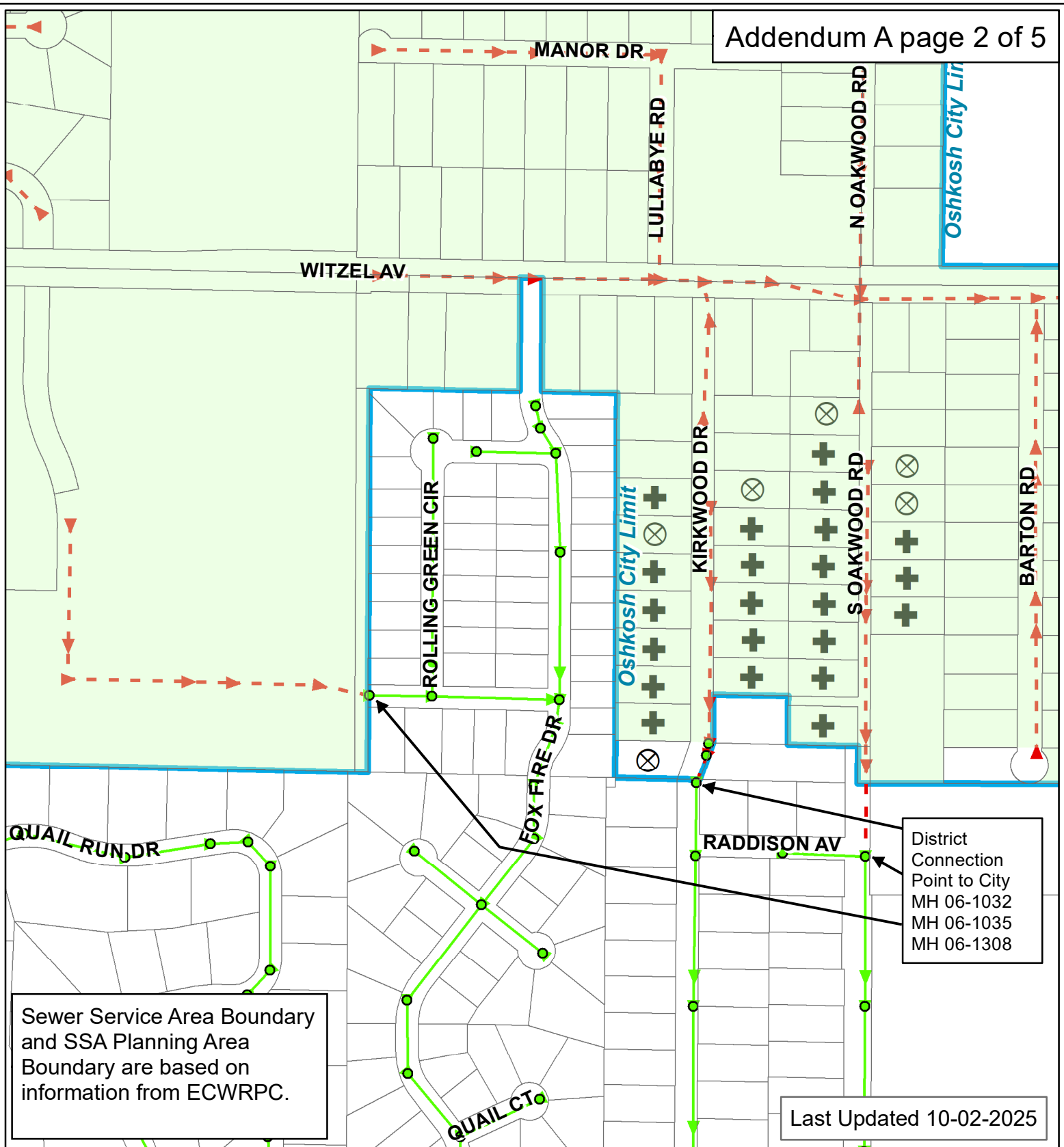
- | | | | | | |
|--|-----------------------------|--|-----------------------------|--|---|
| | Sewer Service Area Boundary | | Algoma Sanitary District #1 | | City of Oshkosh Municipal Boundary Line |
| | SSA Planning Area Boundary | | Winnebago County Parcels | | |



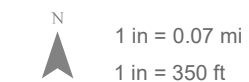
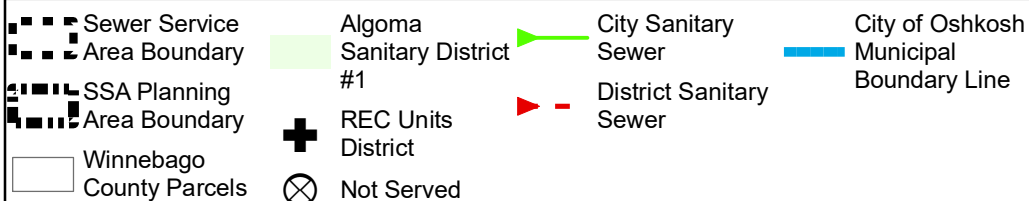
Printing Date: 10/17/2025

Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



Algoma Sanitary District Transfer Area

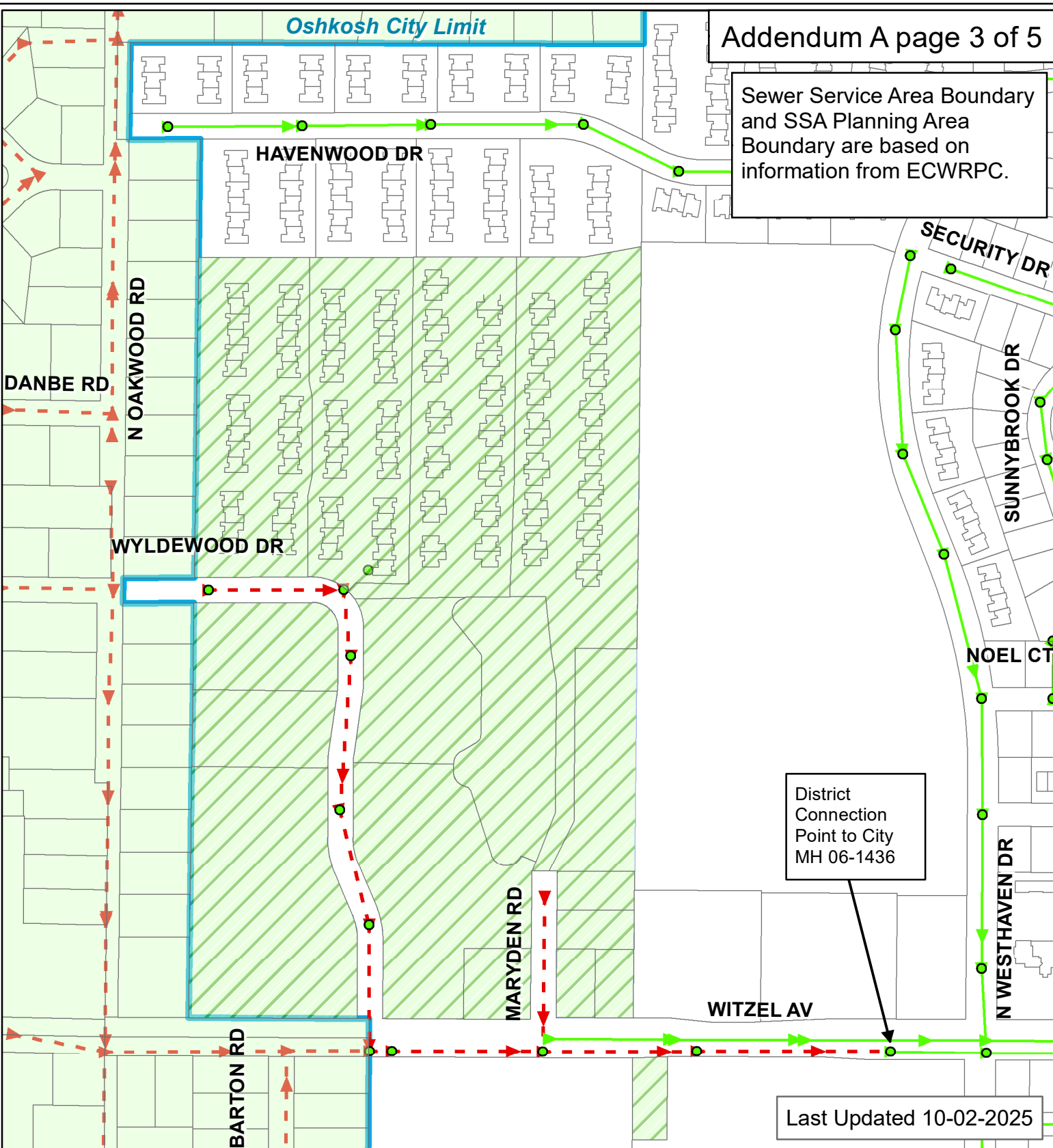


Printing Date: 10/15/2025

Prepared by: City of Oshkosh, WI

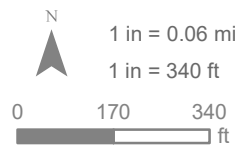
City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer

Sewer Service Area Boundary and SSA Planning Area Boundary are based on information from ECWRPC.



Algoma Sanitary District Transfer Area

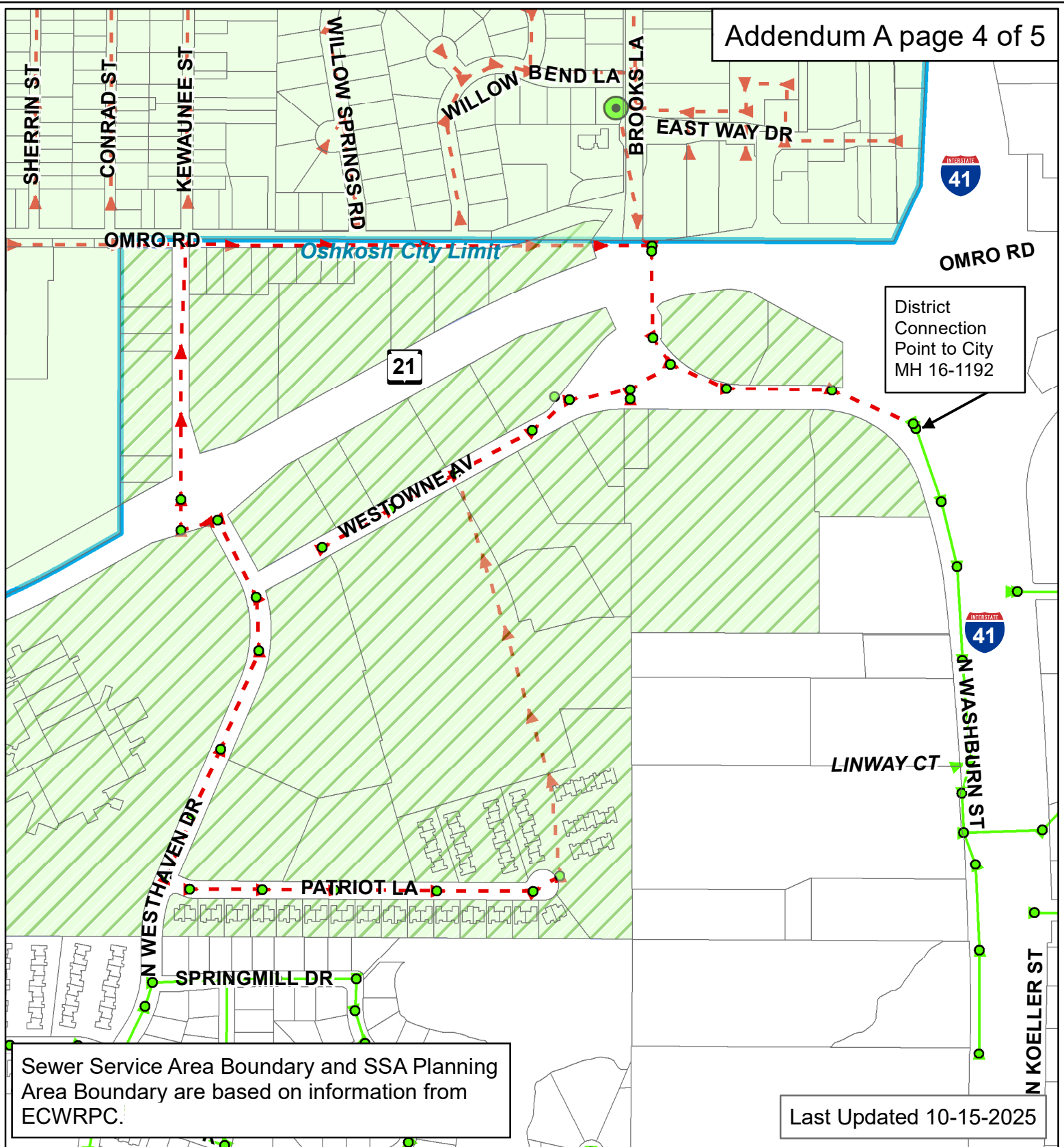
- Sewer Service Area Boundary
- SSA Planning Area Boundary
- Winnebago County Parcels
- Algoma Sanitary District #1
- Future Transfer to City Area
- City Sanitary Sewer
- District Sanitary Sewer
- City of Oshkosh Municipal Boundary Line



Printing Date: 10/15/2025

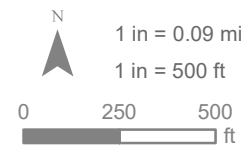
Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



Algoma Sanitary District Transfer Area

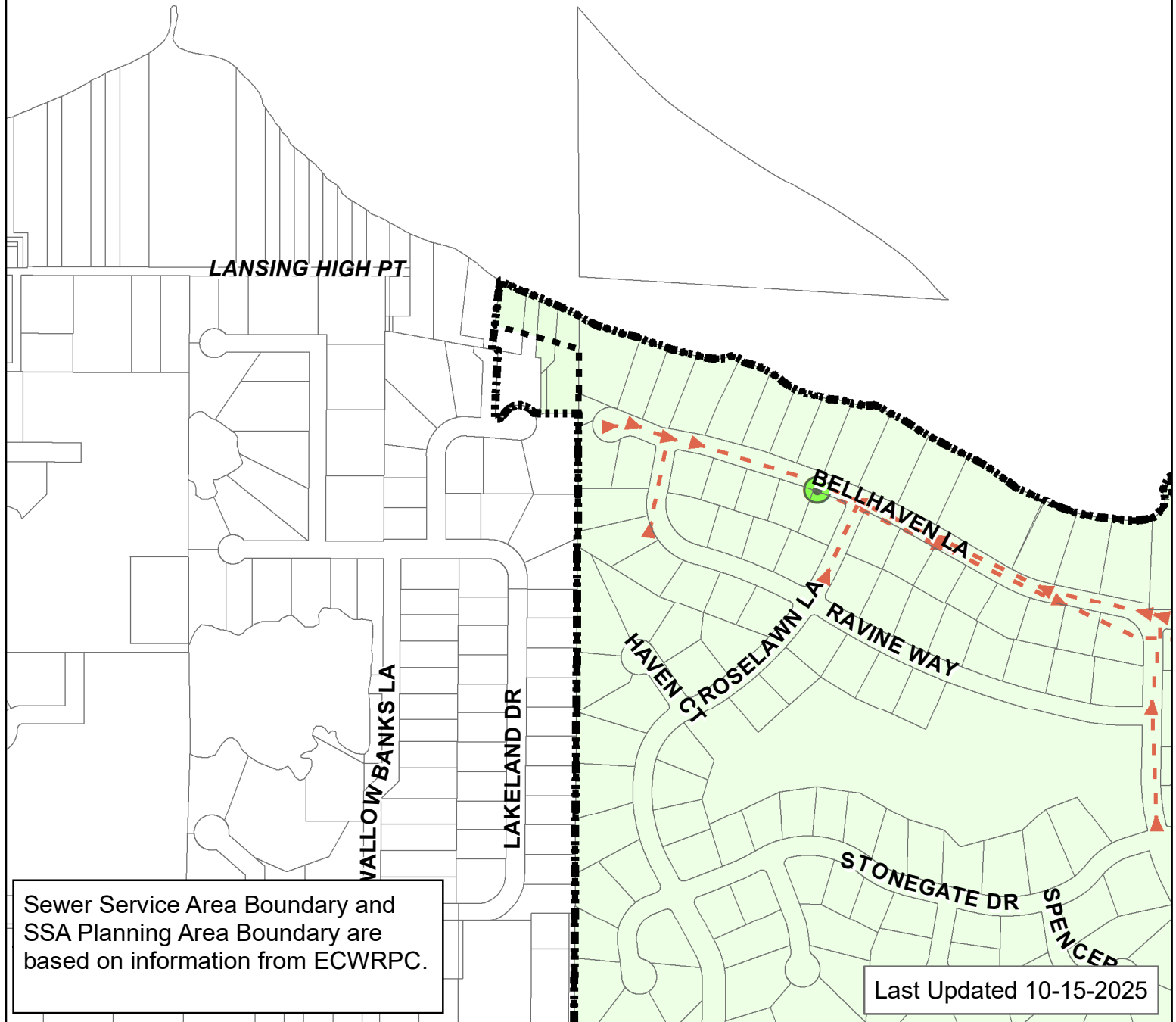
- | | | | |
|-----------------------------|------------------------------|-------------------------|---|
| Sewer Service Area Boundary | Algoma Sanitary District #1 | Sanitary Lift Stations | City of Oshkosh Municipal Boundary Line |
| SSA Planning Area Boundary | Future Transfer to City Area | City Sanitary Sewer | |
| Winnebago County Parcels | | District Sanitary Sewer | |



Printing Date: 10/15/2025

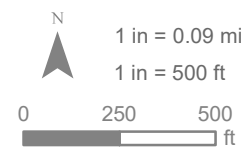
Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



Algoma Sanitary District

- Sewer Service Area Boundary
- SSA Planning Area Boundary
- Winnebago County Parcels
- Algoma Sanitary District #1
- Sanitary Lift Stations
- District Sanitary Sewer



Printing Date: 10/16/2025

Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer

ADDENDUM B

City of Oshkosh WWTP

Flow Capacity Allocations (in Million Gallons/Day)

		Annual Average Daily Flow (MGD)	Maximum Month Avg Daily Flow (MGD)	Maximum Week Avg Daily Flow (MGD)	Maximum Day Flow (MGD)	Maximum Hour Flow (GAL/HR)
Designated Management Agency	%					
Oshkosh WWTP	100%	20	35	45	80	4,166,667
Town of Algoma SD	10.40%	2.08	3.64	4.68	8.32	433,333
Washburn Connection		1.12	1.96	2.52	3.35	139,583
Witzel Connection		0.74	1.295	1.665	2.40	100,000
9th Avenue Connection		0.22	0.385	0.495	0.55	22,917

Note: The limitations in flow capacity at Max Day Flow and Max Hour Flow are based upon current modeling.

September 18, 2025

SEWER USER RATE STUDY UPDATE:

City of Oshkosh, WI

2025 Sanitary District User Rate Model Calculations



Prepared by:

Ehlers
N19W24400 Riverwood Drive
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Outside User Rate Calculations 2024 Actual WWTP Flows and Loadings



City of Oshkosh, WI

	Flow (CCF)	BOD (Lbs)	TSS (Lbs)	P (Lbs)	NH3-N (Lbs)
Inside Customers					
Residential	900,890	1,798,413	2,248,016	50,580	162,981
Commercial	360,371	719,395	899,244	20,233	65,195
Multi-Family	215,743	430,680	538,350	12,113	39,030
Industrial	134,080	267,659	334,574	7,528	24,257
Municipal & Public	328,668	656,108	820,134	18,453	59,460
Subtotal Inside Customers	1,939,752	3,872,254	4,840,317	108,907	350,923
Outside Customers					
Algoma SD	260,087	405,627	405,627	16,225	40,563
Sunset SD	4,966	7,745	7,745	310	774
Blackwolf SD	66,220	103,275	103,275	4,131	10,328
Island View SD	19,601	30,569	30,569	1,223	3,057
Edgewood Shangri-la SD	2,889	4,506	4,506	180	451
Winnebago SD	2,800	4,367	4,367	175	437
Subtotal Outside Billable	356,563	556,089	556,089	22,244	55,609
High Strength Industrial					
Amcor Health Packaging		1,645	70,640	-	-
Reworld Solutions (FNA Convanta)		25,866	1,380	-	-
Hydrite Chemical Co		-	-	-	21,745
JJ Keller		35	159	-	-
Kingsbury		-	-	-	-
Meritor Industrial Products		272	312	2	31
Oshkosh 333		-	35,067	3,147	2,936
Oshkosh 500 Waukau		2,747	812	103	224
Oshkosh 2737		6,370	5,464	171	1,770
Oshkosh Correctional Inst 1700		49,223	8,367	-	543
Oshkosh Correctional Inst 1730		33,254	5,653	-	367
Pepsi Cola		148,663	5,320	24	-
Winnebago Co. Landfill		-	-	-	10,131
Winnebago Co. Landfill II- Combined Cells		1,083	-	-	22,556
Subtotal High Strength Industrial Billable	-	269,159	133,174	3,447	60,304
Wastehaulers					
Septic Tank Waste	107	6,026	10,044	201	100
Porta Potty Waste	363	10,203	20,406	567	227
Mixed Loads	15,825	88,847	88,847	4,442	12,340
Holding Tank Waste	1,310	4,086	6,538	163	409
Subtotal Wastehaulers	17,606	109,163	125,835	5,374	13,076
Wastewater Treatment Facility					
Total Billable	2,313,921	4,806,665	5,655,415	139,971	479,911
Inflow/Infiltration (I/I)	3,493,461				
Total WWTF	5,807,382				
Total For Rate Calcs	2,313,921	4,806,665	5,655,415	139,971	479,911
Inside City Customers	1,957,358	4,250,576	5,099,326	117,728	424,302
Inside City and Sanitary Districts (Less Sunset SD)	2,308,955	4,798,920	5,647,671	139,661	479,137

Outside User Rate Calculations 2024 Actual Meter Counts

City of Oshkosh, WI



Meter Size	Total Meters					Total
	Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	8,589	216	64	3	7	8,879
3/4"	12,441	1,113	69	18	53	13,694
1"	180	364	195	26	34	799
1 1/4"						
1 1/2"	2	131	146	20	33	332
2"		152	71	32	80	335
3"		41	2	11	39	93
4"		17	8	6	19	50
6"		4	3		5	12
8"		1			1	2
10"					1	1
12"						
	21,212	2,039	558	116	272	24,197

Meter Size	Equiv. Ratio	Equivalent Meters					Total
		Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	1	8,589	216	64	3	7	8,879
3/4"	1	12,441	1,113	69	18	53	13,694
1"	2.5	450	910	488	65	85	1,998
1 1/4"	3.75	-	-	-	-	-	-
1 1/2"	5	10	655	730	100	165	1,660
2"	8	-	1,216	568	256	640	2,680
3"	15	-	615	30	165	585	1,395
4"	25	-	425	200	150	475	1,250
6"	50	-	200	150	-	250	600
8"	80	-	80	-	-	80	160
10"	125	-	-	-	-	125	125
12"	175	-	-	-	-	-	-
		21,490	5,430	2,299	757	2,465	32,441

Outside User Rate Calculations 2024 Final Sewer Utility Expenses

City of Oshkosh, WI



	ACTUAL 2024	Algoma SD	Sunset	Black Wolf	Island View	Edgewood Shangri-La	Winnebago
<u>SANITARY SEWER - 1920</u>							
Labor	81,163						
Retirement Benefits	11,563						
Insurance Benefits	13,733						
Contractual Services	394,627						
Repairs to Motor Vehicles	0						
Maint Mach/Equip/Bldg/Struct	0						
Maintenance of Sanitary Sewers	750,000						
Maint Mach/Equip/Bldg/Struct	0						
Building Rent	550						
Interfund Charge Backs	431,588						
Chemicals	0						
Miscellaneous	46,499						
Legal Fees	0						
Diesel Fuel	0						
Supplies and Repair Parts	0						
Sewer Maintenance Supplies	19,896						
Safety Equipment	0						
Stone/Gravel/Concrete/Asphalt	0						
Depreciation	2,451,684						
TOTAL SANITARY SEWER	4,201,303						
<u>PUMPING STATIONS - 1930</u>							
Labor	77,565			X	X	X	X
Repair Parts	65,652			X	X	X	X
Gas & Oil	1,141			X	X	X	X
Heat				X	X	X	X
Equipment Rental	313			X	X	X	X
Postage				X	X	X	X
Professional Services	22,307			X	X	X	X
License & Permit	0			X	X	X	X
Office Supplies	364			X	X	X	X
Interfund Charge Backs	2,823			X	X	X	X
Telephone	3,478			X	X	X	X
Chemicals	17,115			X	X	X	X
Utility	174,275			X	X	X	X
Sewer				X	X	X	X
Storm Water				X	X	X	X
Supplies and Repair Parts	8,781			X	X	X	X
Power & Light				X	X	X	X
Insurance	8,575			X	X	X	X
Depreciation (Including Forcemains)	480,327			X	X	X	X
TOTAL PUMPING STATIONS	862,716			X	X	X	X

DISPOSAL PLANT - 1940 - Liquid

Labor	984,993	X	X	X	X	X	X
Retirement Benefits	139,425	X	X	X	X	X	X
Insurance Benefits	205,131	X	X	X	X	X	X
Repair Parts	127,973	X	X	X	X	X	X
Office Supplies	4,066	X	X	X	X	X	X
Gas & Oil	5,376	X	X	X	X	X	X
Heat		X	X	X	X	X	X
Chemicals	804,899	X	X	X	X	X	X
Cont Svcs/Eng & Consulting Fees	380,422	X	X	X	X	X	X
Tools	17,454	X	X	X	X	X	X
Other Supplies	29,853	X	X	X	X	X	X
Telephone	1,439	X	X	X	X	X	X
Utilities	714,077	X	X	X	X	X	X
Interfund Chargebacks	0	X	X	X	X	X	X
Power & Light		X	X	X	X	X	X
Car Allowance	400	X	X	X	X	X	X
Conference & Training	7,693	X	X	X	X	X	X
Insurance	95,494	X	X	X	X	X	X
Depreciation (Incl Interceptor depreciation)	1,111,185	X	X	X	X	X	X
Dues	2,602	X	X	X	X	X	X
Minor Equipment	1,208	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	3,217	X	X	X	X	X	X
Fees & Permits	22,518	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL DISPOSAL PLANT	4,659,425	X	X	X	X	X	X

SOLID DISPOSAL - 1941

Labor	227,500	X	X	X	X	X	X
Retirement Benefits	31,932	X	X	X	X	X	X
Insurance Benefits	53,261	X	X	X	X	X	X
Repair Parts	13,777	X	X	X	X	X	X
Gas & Oil	109	X	X	X	X	X	X
Chemicals	113,478	X	X	X	X	X	X
Insurance	20,327	X	X	X	X	X	X
Contractual Services	0	X	X	X	X	X	X
Depreciation		X	X	X	X	X	X
Maintenance	497	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Miscellaneous	190	X	X	X	X	X	X
Special Services	199,991	X	X	X	X	X	X
Uniforms	1,206	X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Supplies	92,843	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL SOLID DISPOSAL	755,111	X	X	X	X	X	X

LABORATORY - 1945

Labor	87,380	X	X	X	X	X	X
Retirement Benefits	12,408	X	X	X	X	X	X
Insurance Benefits	26,346	X	X	X	X	X	X
Repairs	957	X	X	X	X	X	X
Chemicals	10,791	X	X	X	X	X	X
Other Supplies	292	X	X	X	X	X	X
Insurance	7,119	X	X	X	X	X	X
Depreciation	95	X	X	X	X	X	X
Conference & Training		X	X	X	X	X	X
Office Supplies	39	X	X	X	X	X	X
Conference & Prof Training		X	X	X	X	X	X
Tools & Shop Supplies	8,684	X	X	X	X	X	X
Professional Services		X	X	X	X	X	X
TOTAL LABORATORY	154,112	X	X	X	X	X	X
<u>MAINTENANCE - 1946</u>							
Labor	543,155	X	X	X	X	X	X
Retirement Benefits	76,614	X	X	X	X	X	X
Insurance Benefits	133,156	X	X	X	X	X	X
Motor Vehicle Expense		X	X	X	X	X	X
Contractual Services	4,191	X	X	X	X	X	X
Gas & Oil	2,670	X	X	X	X	X	X
Minor Equipment	3,953	X	X	X	X	X	X
Office Supplies	572	X	X	X	X	X	X
Other Supplies	16,536	X	X	X	X	X	X
Repairs/Maint	16,880	X	X	X	X	X	X
Insurance	55,365	X	X	X	X	X	X
Depreciation	182,063	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	2,009	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Interfund Charge Backs	26,394	X	X	X	X	X	X
TOTAL MAINTENANCE	1,063,558	X	X	X	X	X	X

GENERAL & ADMINISTRATIVE - 1950

Labor	472,464
Retirement Benefits	103,185
Insurance Benefits	109,910
Accounting Loss/Debt Refinancing	
Software Supplies	
Minor Equipment	3,498
Office Supplies/Equipment	7,485
Postage	
Computer Charges	39,623
Telephone	35,442
Misc Fixed Charges	
Contractual Services	
Car Allowance	
Maintenance Office Equipment	253
Professional Services	99,613
Advertising/Marketing	
Other Supplies	232
Audit	9,092
Insurance	23,757
Uncollectable Accounts	98
Depreciation	0
Bond Issue Expense	2,269,544
Bond Service Fees	2,500
Bank Fees	
GASB 68 Pension Exp	
Conference & Training	650
Dues	

TOTAL GENERAL & ADMINISTRATIVE 3,177,346

METER READING - 1951

Labor	0
Retirement Benefits	0
Insurance Benefits	0
Meter Repairs	283,890
GASB 68 Pension Exp	(7,080)
Office Supplies	25,574
Car Allowance	0
Insurance	0

TOTAL METER READING 302,384

PRETREATMENT PROGRAM - 1955

Professional Services	66,760
Licenses & Permits	2,078
Maint Computer	405
Conference/Training	198
Safety Equipment	418
Office Supplies	0

TOTAL PRETREATMENT PROGRAM 69,858

15,245,814

Outside User Rate Calculations

Sewer System Accumulated Depreciation and Net Book Value



City of Oshkosh, WI

Capacity Buy-In Color Code		Original Cost 12/31/2024	Accumulated Depreciation 12/31/2024	Net Book Value 12/31/2024
	LAND	301,288		
1721-00000	PUMPING STATION BLDG.	14,039,856	3,704,111	10,335,746
1731-00000	DISPOSAL PLANT STRUCTURE	22,641,068	13,237,563	9,403,505
1734-00000	INTERCEPTING SEWERS	34,859,726	3,928,713	30,931,014
1743-00000	FORCE MAINS	1,825,382	1,167,224	658,158
1725-00000	PUMPING STATION EQUIP.	6,309,169	3,928,167	2,381,002
1735-00000	DISPOSAL PLANT EQUIP.	20,701,817	15,328,644	5,373,173
1732-00000	TREATMENT - EQUIPMENT	269,991	37,210	232,781
1785-00000	MAINTENANCE EQUIP.	162,812	162,812	0
1795-00000	LABORATORY EQUIP.	31,146	31,146	0
1788-00000	MOTOR VEHICLES	2,424,520	1,783,382	641,138
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	87,103,125	21,800,467	65,302,659
1745-00000	SERVICES	11,670,461	486,891	11,183,571
1727-00000	SAN. SEWER TOOLS & MISC. EQUIP	169,734	169,734	0
1738-00000	POWER OPERATED EQUIPMENT	39,176	10,105	29,071
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		213,906,713	77,133,609	136,471,817

Capacity Buy-In Calculation

	Intercepting Sewers	3,928,713
	Pumping & Disposal Plant & Equipment	40,085,432
	Total	44,014,145
	Buy-in per 0.1% Capacity - WWTP	44,014

Additional Buy-in Lift Stations

	Lift-Station Cost	8,799,502
	Buy-in per 0.1% Capacity Allocation	8,800

Buy-in per 0.1% Capacity - WWTP & Lift Stations **52,814**

Outside User Rate Calculations

Recovery of Return on Net Investment Rate Base (ROI)



City of Oshkosh, WI

Depreciation and Rate of Return for Sanitary Districts

2024 Net Asset Value	136,471,817
x ROR	3.90%
Return on Investment	5,319,950
2024 Depreciation Expense (Audit)	4,225,355
Total Return on Investment + Depreciation	9,545,305

Equivalent Rate of Return for City Customers

Debt Service Payments	8,677,550
Debt Coverage	867,755
Total Capital Recovery	9,545,305
Less: Depreciation	4,225,355
Return on Investment	5,319,950
2024 Net Asset Value	136,471,817
Overall Rate of Return	3.90%

Breakdown of ROI Into Collection System and Treatment Plant

Collection System	\$77,156,439
Return on Investment (ROI)%	3.90%
Collection System ROI for Test Year	\$3,007,715
Pumping Stations and Force mains	\$13,374,905
Return on Investment (ROI)%	3.90%
Pumping Station ROI for Test Year	\$521,381
Treatment Plant and Interceptors (All SD Customers)	\$45,940,473
Return on Investment (ROI)%	3.90%
Treatment Plant and Interceptor ROI for Test Year	\$1,790,853

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	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Operating & Maintenance																	
Sanitary Sewer																	
Labor	80%						10%	10%	\$81,163	\$64,930	\$0	\$0	\$0	\$0	\$0	\$8,116	\$8,116
Retirement Benefits	80%						10%	10%	\$11,563	\$9,250	\$0	\$0	\$0	\$0	\$0	\$1,156	\$1,156
Insurance Benefits	80%						10%	10%	\$13,733	\$10,986	\$0	\$0	\$0	\$0	\$0	\$1,373	\$1,373
Contractual Services	80%						10%	10%	\$394,627	\$315,702	\$0	\$0	\$0	\$0	\$0	\$39,463	\$39,463
Repairs to Motor Vehicles	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance of Sanitary Sewers	80%						10%	10%	\$750,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Maint Mach/Equip/Bldg/Struct	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Rent	80%						10%	10%	\$550	\$440	\$0	\$0	\$0	\$0	\$0	\$55	\$55
Interfund Charge Backs	80%						10%	10%	\$431,588	\$345,270	\$0	\$0	\$0	\$0	\$0	\$43,159	\$43,159
Chemicals	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	80%						10%	10%	\$46,499	\$37,199	\$0	\$0	\$0	\$0	\$0	\$4,650	\$4,650
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%	\$19,896	\$15,917	\$0	\$0	\$0	\$0	\$0	\$1,990	\$1,990
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%	\$1,749,619	\$1,399,695	\$0	\$0	\$0	\$0	\$0	\$174,962	\$174,962
Pumping Stations																	
Labor	90%						5%	5%	\$77,565	\$69,809	\$0	\$0	\$0	\$0	\$0	\$3,878	\$3,878
Repair Parts	90%						5%	5%	\$65,652	\$59,087	\$0	\$0	\$0	\$0	\$0	\$3,283	\$3,283
Gas & Oil	90%						5%	5%	\$1,141	\$1,027	\$0	\$0	\$0	\$0	\$0	\$57	\$57
Heat	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Rental	90%						5%	5%	\$313	\$282	\$0	\$0	\$0	\$0	\$0	\$16	\$16
Postage	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	90%						5%	5%	\$22,307	\$20,076	\$0	\$0	\$0	\$0	\$0	\$1,115	\$1,115
License & Permit	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	90%						5%	5%	\$364	\$328	\$0	\$0	\$0	\$0	\$0	\$18	\$18
Interfund Charge Backs	90%						5%	5%	\$2,823	\$2,541	\$0	\$0	\$0	\$0	\$0	\$141	\$141
Telephone	90%						5%	5%	\$3,478	\$3,130	\$0	\$0	\$0	\$0	\$0	\$174	\$174
Chemicals	90%						5%	5%	\$17,115	\$15,404	\$0	\$0	\$0	\$0	\$0	\$856	\$856
Utility	90%						5%	5%	\$174,275	\$156,848	\$0	\$0	\$0	\$0	\$0	\$8,714	\$8,714
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%	\$8,781	\$7,903	\$0	\$0	\$0	\$0	\$0	\$439	\$439
Power & Light	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	90%						5%	5%	\$8,575	\$7,718	\$0	\$0	\$0	\$0	\$0	\$429	\$429
Subtotal Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$382,389	\$344,150	\$0	\$0	\$0	\$0	\$0	\$19,119	\$19,119
Disposal Plant																	
Labor	33%	25%	22%	22%	5%	5%	5%	5%	\$984,993	\$0	\$325,048	\$246,248	\$216,698	\$49,250	\$49,250	\$49,250	\$49,250
Retirement Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$139,425	\$0	\$46,010	\$34,856	\$30,674	\$6,971	\$6,971	\$6,971	\$6,971
Insurance Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$205,131	\$0	\$67,693	\$51,283	\$45,129	\$10,257	\$10,257	\$10,257	\$10,257
Repair Parts	33%	25%	22%	22%	5%	5%	5%	5%	\$127,973	\$0	\$42,231	\$31,993	\$28,154	\$6,399	\$6,399	\$6,399	\$6,399
Office Supplies	33%	25%	22%	22%	5%	5%	5%	5%	\$4,066	\$0	\$1,342	\$1,017	\$895	\$203	\$203	\$203	\$203
Gas & Oil	33%	25%	22%	22%	5%	5%	5%	5%	\$5,376	\$0	\$1,774	\$1,344	\$1,183	\$269	\$269	\$269	\$269
Heat	33%	25%	22%	22%	5%	5%	5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemicals	57%				43%			0%	\$804,899	\$0	\$458,792	\$0	\$0	\$346,107	\$0	\$0	\$0
Cont Svcs/Eng & Consult Fees	33%	25%	22%	22%	5%	5%	5%	5%	\$380,422	\$0	\$125,539	\$95,106	\$83,693	\$19,021	\$19,021	\$19,021	\$19,021
Tools	32%	30%	26%	26%	7%	5%		0%	\$17,454	\$0	\$5,585	\$5,236	\$4,538	\$1,222	\$873	\$0	\$0
Other Supplies	32%	30%	26%	26%	7%	5%		0%	\$29,853	\$0	\$9,553	\$8,956	\$7,762	\$2,090	\$1,493	\$0	\$0
Telephone	32%	30%	26%	26%	7%	5%		0%	\$1,439	\$0	\$460	\$432	\$374	\$101	\$72	\$0	\$0
Water	32%	30%	26%	26%	7%	5%		0%	\$714,077	\$0	\$228,505	\$214,223	\$185,660	\$49,985	\$35,704	\$0	\$0
Storm Water	32%	30%	26%	26%	7%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Power & Light	33%	34%	21%	21%	5%	7%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Car Allowance	33%	34%	21%	21%	5%	7%		0%	\$400	\$0	\$132	\$136	\$84	\$20	\$28	\$0	\$0
Conference & Training	33%	25%	22%	22%	5%	5%	5%	5%	\$7,693	\$22	\$2,539	\$1,923	\$1,692	\$385	\$385	\$385	\$385
Insurance	33%	25%	22%	22%	5%	5%	5%	5%	\$95,494	\$0	\$31,513	\$23,874	\$21,009	\$4,775	\$4,775	\$4,775	\$4,775
Dues	33%	25%	22%	22%	5%	5%	5%	5%	\$2,602	\$0	\$859	\$651	\$572	\$130	\$130	\$130	\$130

	Allocation Percentages									WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn	
										System								
Equipment Rental		32%	30%	26%	7%	5%		0%	\$1,208	\$0	\$387	\$362	\$314	\$85	\$60	\$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%	\$3,217	\$0	\$1,062	\$1,094	\$676	\$161	\$225	\$0	\$0	
Fees & Permits		33%	34%	21%	5%	7%		0%	\$22,518	\$0	\$7,431	\$7,656	\$4,729	\$1,126	\$1,576	\$0	\$0	
Subtotal Disposal Plant	0%	38%	20%	18%	14%	4%	3%	3%	\$3,548,240	\$0	\$1,356,455	\$726,389	\$633,835	\$498,554	\$137,690	\$97,659	\$97,659	
Solid Disposal																		
Labor		43%	25%	22%	5%	5%		0%	\$227,500	\$0	\$97,825	\$56,875	\$50,050	\$11,375	\$11,375	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$31,932	\$0	\$13,731	\$7,983	\$7,025	\$1,597	\$1,597	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$53,261	\$0	\$22,902	\$13,315	\$11,717	\$2,663	\$2,663	\$0	\$0	
Repair Parts		33%	34%	21%	5%	7%		0%	\$13,777	\$0	\$4,546	\$4,684	\$2,893	\$689	\$964	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$109	\$0	\$47	\$27	\$24	\$5	\$5	\$0	\$0	
Chemicals		57%			43%			0%	\$113,478	\$0	\$64,682	\$0	\$0	\$48,796	\$0	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$20,327	\$0	\$8,741	\$5,082	\$4,472	\$1,016	\$1,016	\$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%	\$497	\$0	\$164	\$169	\$104	\$25	\$35	\$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%	\$190	\$0	\$63	\$65	\$40	\$10	\$13	\$0	\$0	
Special Services		43%	25%	22%	5%	5%		0%	\$199,991	\$0	\$85,996	\$49,998	\$43,998	\$10,000	\$10,000	\$0	\$0	
Uniforms		43%	25%	22%	5%	5%		0%	\$1,206	\$0	\$519	\$302	\$265	\$60	\$60	\$0	\$0	
Landfill Fees		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Adjustment to Audit		43%	25%	22%	5%	5%		0%	(\$87,620)	\$0	(\$37,677)	(\$21,905)	(\$19,276)	(\$4,381)	(\$4,381)	\$0	\$0	
Supplies		43%	25%	22%	5%	5%		0%	\$92,843	\$0	\$39,922	\$23,211	\$20,425	\$4,642	\$4,642	\$0	\$0	
Subtotal Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$667,491	\$0	\$301,462	\$139,805	\$121,738	\$76,496	\$27,990	\$0	\$0	
Laboratory																		
Labor		30%	35%	15%	10%	10%		0%	\$87,380	\$0	\$26,214	\$30,583	\$13,107	\$8,738	\$8,738	\$0	\$0	
Retirement Benefits		30%	35%	15%	10%	10%		0%	\$12,408	\$0	\$3,722	\$4,343	\$1,861	\$1,241	\$1,241	\$0	\$0	
Insurance Benefits		30%	35%	15%	10%	10%		0%	\$26,346	\$0	\$7,904	\$9,221	\$3,952	\$2,635	\$2,635	\$0	\$0	
Repairs		30%	35%	15%	10%	10%		0%	\$957	\$0	\$287	\$335	\$144	\$96	\$96	\$0	\$0	
Chemicals		30%	35%	15%	10%	10%		0%	\$10,791	\$0	\$3,237	\$3,777	\$1,619	\$1,079	\$1,079	\$0	\$0	
Other Supplies		30%	35%	15%	10%	10%		0%	\$292	\$0	\$88	\$102	\$44	\$29	\$29	\$0	\$0	
Insurance		30%	35%	15%	10%	10%		0%	\$7,119	\$0	\$2,136	\$2,492	\$1,068	\$712	\$712	\$0	\$0	
Office Supplies		30%	35%	15%	10%	10%		0%	\$39	\$0	\$12	\$14	\$6	\$4	\$4	\$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%	\$8,684	\$0	\$2,605	\$3,039	\$1,303	\$868	\$868	\$0	\$0	
Professional Services		30%	35%	15%	10%	10%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$154,017	\$0	\$46,205	\$53,906	\$23,103	\$15,402	\$15,402	\$0	\$0	
Maintenance																		
Labor		43%	25%	22%	5%	5%		0%	\$543,155	\$0	\$233,557	\$135,789	\$119,494	\$27,158	\$27,158	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$76,614	\$0	\$32,944	\$19,154	\$16,855	\$3,831	\$3,831	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$133,156	\$0	\$57,257	\$33,289	\$29,294	\$6,658	\$6,658	\$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%	\$4,191	\$0	\$1,802	\$1,048	\$922	\$210	\$210	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$2,670	\$0	\$1,148	\$668	\$588	\$134	\$134	\$0	\$0	
Minor Equipment		43%	25%	22%	5%	5%		0%	\$3,953	\$0	\$1,700	\$988	\$870	\$198	\$198	\$0	\$0	
Office Supplies		43%	25%	22%	5%	5%		0%	\$572	\$0	\$246	\$143	\$126	\$29	\$29	\$0	\$0	
Other Supplies		43%	25%	22%	5%	5%		0%	\$16,536	\$0	\$7,110	\$4,134	\$3,638	\$827	\$827	\$0	\$0	
Repairs/Maintenance		43%	25%	22%	5%	5%		0%	\$16,880	\$0	\$7,259	\$4,220	\$3,714	\$844	\$844	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$55,365	\$0	\$23,807	\$13,841	\$12,180	\$2,768	\$2,768	\$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%	\$2,009	\$0	\$864	\$502	\$442	\$100	\$100	\$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%	\$26,394	\$0	\$11,349	\$6,598	\$5,807	\$1,320	\$1,320	\$0	\$0	
Subtotal Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$881,495	\$0	\$379,043	\$220,374	\$193,929	\$44,075	\$44,075	\$0	\$0	
General & Administrative																		
Labor	16%	16%	19%	17%	4%	4%	10%	14%	\$472,464	\$75,594	\$75,594	\$89,768	\$80,319	\$18,899	\$18,899	\$47,246	\$66,145	
Retirement Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$103,185	\$16,510	\$16,510	\$19,605	\$17,541	\$4,127	\$4,127	\$10,319	\$14,446	
Insurance Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$109,910	\$17,586	\$17,586	\$20,883	\$18,685	\$4,396	\$4,396	\$10,991	\$15,387	
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%	\$3,498	\$560	\$560	\$665	\$595	\$140	\$140	\$350	\$490	
Office Supplies/Equipment	16%	16%	19%	17%	4%	4%	10%	14%	\$7,485	\$1,198	\$1,198	\$1,422	\$1,273	\$299	\$299	\$749	\$1,048	
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%	\$39,623	\$6,340	\$6,340	\$7,528	\$6,736	\$1,585	\$1,585	\$3,962	\$5,547	
Telephone	16%	16%	19%	17%	4%	4%	10%	14%	\$35,442	\$5,671	\$5,671	\$6,734	\$6,025	\$1,418	\$1,418	\$3,544	\$4,962	
Misc Fixed Charges	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

	Allocation Percentages								WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
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%	\$253	\$40	\$40	\$48	\$43	\$10	\$10	\$25	\$35
Professional Services	16%	16%	19%	17%	4%	4%	10%	14%	\$99,613	\$15,938	\$15,938	\$18,926	\$16,934	\$3,985	\$3,985	\$9,961	\$13,946
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%	\$232	\$37	\$37	\$44	\$39	\$9	\$9	\$23	\$32
Audit	16%	16%	19%	17%	4%	4%	10%	14%	\$9,092	\$1,455	\$1,455	\$1,727	\$1,546	\$364	\$364	\$909	\$1,273
Insurance	16%	16%	19%	17%	4%	4%	10%	14%	\$23,757	\$3,801	\$3,801	\$4,514	\$4,039	\$950	\$950	\$2,376	\$3,326
Uncollectable Accounts	16%	16%	19%	17%	4%	4%	10%	14%	\$98	\$16	\$16	\$19	\$17	\$4	\$4	\$10	\$14
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%	\$650	\$104	\$104	\$123	\$110	\$26	\$26	\$65	\$91
Dues	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal General & Administrative	16%	16%	19%	17%	4%	4%	10%	14%	\$905,302	\$144,848	\$144,848	\$172,007	\$153,901	\$36,212	\$36,212	\$90,530	\$126,742
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%	\$283,890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$283,890
GASB 68 Pension Exp							100%	0%	(\$7,080)	\$0	\$0	\$0	\$0	\$0	\$0	-\$7,080	\$0
Office Supplies							50%	50%	\$25,574	\$0	\$0	\$0	\$0	\$0	\$0	\$12,787	\$12,787
Car Allowance								100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Meter Reading							2%	98%	\$302,384	\$0	\$0	\$0	\$0	\$0	\$0	\$5,707	\$296,677
Pretreatment Program																	
Professional Services		43%	25%	22%	5%	5%		0%	\$66,760	\$0	\$28,707	\$16,690	\$14,687	\$3,338	\$3,338	\$0	\$0
Licenses & Permits		43%	25%	22%	5%	5%		0%	\$2,078	\$0	\$893	\$519	\$457	\$104	\$104	\$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%	\$405	\$0	\$174	\$101	\$89	\$20	\$20	\$0	\$0
Conference/Training		43%	25%	22%	5%	5%		0%	\$198	\$0	\$85	\$49	\$44	\$10	\$10	\$0	\$0
Safety Equipment		43%	25%	22%	5%	5%		0%	\$418	\$0	\$180	\$105	\$92	\$21	\$21	\$0	\$0
Office Supplies		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Pretreatment Program	0%	43%	25%	22%	5%	5%	0%	0%	\$69,858	\$0	\$30,039	\$17,465	\$15,369	\$3,493	\$3,493	\$0	\$0
Total O & M	22%	26%	15%	13%	8%	3%	4%	8%	\$8,660,796	\$1,888,694	\$2,258,052	\$1,329,946	\$1,141,875	\$674,232	\$264,861	\$387,977	\$715,160
Capital Costs																	
Depreciation																	
Sanitary Sewer	80%	0%	0%	0%	0%	0%	10%	10%	\$2,451,684	\$1,961,347	\$0	\$0	\$0	\$0	\$0	\$245,168	\$245,168
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$480,327	\$432,294	\$0	\$0	\$0	\$0	\$0	\$24,016	\$24,016
Disposal Plant	0%	45%	21%	18%	11%	4%	0%	0%	\$1,111,185	\$0	\$501,849	\$232,736	\$202,660	\$127,345	\$46,595	\$0	\$0
Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$95	\$0	\$29	\$33	\$14	\$10	\$10	\$0	\$0
Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$182,063	\$0	\$78,287	\$45,516	\$40,054	\$9,103	\$9,103	\$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%	2%	98%	\$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%	\$3,007,715	\$2,406,172	\$0	\$0	\$0	\$0	\$0	\$300,772	\$300,772
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$521,381	\$469,243	\$0	\$0	\$0	\$0	\$0	\$26,069	\$26,069
Treatment Facility	0%	45%	21%	18%	11%	4%	0%	0%	\$1,790,853	\$0	\$808,810	\$375,092	\$326,619	\$205,236	\$75,096	\$0	\$0
Total Capital Costs									\$9,545,304	\$5,269,057	\$1,388,975	\$653,377	\$569,347	\$341,694	\$130,804	\$596,025	\$596,025
Subtotal Revenue Requirements									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185
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									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185
Summary																	
Allocation of Costs to Function and Classification for User Rates																	

	Allocation Percentages									WWTF						Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
									2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	TKN	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	70%	2%	2%	2%	0%	0%	10%	13%	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	0%	42%	22%	18%	12%	4%	1%	1%	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total	39%	20%	11%	9%	6%	2%	5%	7%	18,206,100	7,157,751	3,647,027	1,983,322	1,711,222	1,015,926	395,665	984,003	1,311,185

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:	Prior Year Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	City Customers Only	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	All Customers except Sunset	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	All Customers	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total		\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185

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	817,139	24,197	\$33.77
Meter/Connection Charge	1,144,322	32,441	\$35.27

Meter Size	Equiv Ratio	Meter/Connection Charge	Customer Charge	Total Fixed Charge
5/8"	1	\$35.27	\$33.77	\$69.04
3/4"	1	\$35.27	\$33.77	\$69.04
1"	2.5	\$88.19	\$33.77	\$121.96
1 1/4"	3.75	\$132.28	\$33.77	\$166.05
1 1/2"	5	\$176.37	\$33.77	\$210.14
2"	8	\$282.20	\$33.77	\$315.97
3"	15	\$529.12	\$33.77	\$562.89
4"	25	\$881.86	\$33.77	\$915.63
6"	50	\$1,763.72	\$33.77	\$1,797.49
8"	80	\$2,821.96	\$33.77	\$2,855.73
10"	125	\$4,409.31	\$33.77	\$4,443.08
12"	175	\$6,173.03	\$33.77	\$6,206.80

Volumetric Charges

Charge Type	Cost	Billable Units (Cu. Ft or lbs)	Rate/Unit
Flow Charge per 100 CF	\$174,887	1,957,358	\$0.09
Conveyance Charge per 100 CF	\$5,912,063	1,939,752	\$3.05
BOD Charge per lb.	\$189,472	4,250,576	\$0.04
TSS Charge per lb.	\$169,270	5,099,326	\$0.03
P Charge per lb.	\$39,705	117,728	\$0.34
NH3-N Charge per lb.	\$39,705	424,302	\$0.09
BOD Charge per 100 CF			\$0.07
TSS Charge per 100 CF			\$0.05
P Charge per 100 CF			\$0.02
NH3-N Charge per 100 CF			\$0.01

Total Volumetric Rate per 100 Cu. Ft \$3.29

Pumping Stations User Rate Calculations (City, Blackwolf, Island View, Winnebago, Edgewood SD's)

Fixed Charges (Annual)

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	69,205	24,197	\$2.86
Meter/Connection Charge	69,205	32,441	\$2.13

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$2.13	\$2.86	\$4.99
3/4"	1	\$2.13	\$2.86	\$4.99
1"	2.5	\$5.33	\$2.86	\$8.19
1 1/4"	3.75	\$8.00	\$2.86	\$10.86
1 1/2"	5	\$10.67	\$2.86	\$13.53
2"	8	\$17.07	\$2.86	\$19.93
3"	15	\$32.00	\$2.86	\$34.86
4"	25	\$53.33	\$2.86	\$56.19
6"	50	\$106.66	\$2.86	\$109.52
8"	80	\$170.66	\$2.86	\$173.52
10"	125	\$266.66	\$2.86	\$269.52
12"	175	\$373.32	\$2.86	\$376.19

Volumetric Charges

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Conveyance Charge per 100 CF	\$1,245,687	5,524,723	\$0.23
Total Volumetric Rate per 100 Cu. Ft			\$0.23

Treatment Facility User Rate Calculations (All Customers)

Fixed Charges (Annual)

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	97,659	24,197	\$4.04
Meter/Connection Charge	97,659	32,441	\$3.01

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$3.01	\$4.04	\$7.05
3/4"	1	\$3.01	\$4.04	\$7.05
1"	2.5	\$7.53	\$4.04	\$11.56
1 1/4"	3.75	\$11.29	\$4.04	\$15.32
1 1/2"	5	\$15.05	\$4.04	\$19.09
2"	8	\$24.08	\$4.04	\$28.12
3"	15	\$45.16	\$4.04	\$49.19
4"	25	\$75.26	\$4.04	\$79.30
6"	50	\$150.52	\$4.04	\$154.56
8"	80	\$240.83	\$4.04	\$244.87
10"	125	\$376.30	\$4.04	\$380.34
12"	175	\$526.82	\$4.04	\$530.86

Volumetric Charges (All Customers)

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Flow Charge per 100 CF	\$3,472,139	5,807,382	\$0.60
BOD Charge per lb.	\$1,793,850	4,806,665	\$0.37
TSS Charge per lb.	\$1,541,952	5,655,415	\$0.27
P Charge per lb.	\$976,221	139,971	\$6.97
NH3-N Charge per lb.	\$355,960	479,911	\$0.74
BOD Charge per 100 CF			\$0.58
TSS Charge per 100 CF			\$0.43
P Charge per 100 CF			\$0.44
NH3-N Charge per 100 CF			\$0.12
Total Volumetric Rate per 100 Cu. Ft			\$2.16

Wastehauler Charges

Septic Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$23.46
TSS Charge per 100 Cu. Ft	\$28.62
P Charge per 100 Cu Ft.	\$13.68
NH3-N Charge per 100 Cu. Ft	\$0.78
Total	\$67.23

Holding Tank Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$1.30
TSS Charge per 100 Cu. Ft	\$1.53
P Charge per 100 Cu Ft.	\$0.91
NH3-N Charge per 100 Cu. Ft	\$0.26
Total	\$4.69

Porta Potty Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$11.73
TSS Charge per 100 Cu. Ft	\$17.17
P Charge per 100 Cu Ft.	\$11.40
NH3-N Charge per 100 Cu. Ft	\$0.52
Total	\$41.51

Mixed Load Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$2.35
TSS Charge per 100 Cu. Ft	\$1.72
P Charge per 100 Cu Ft.	\$2.05
NH3-N Charge per 100 Cu. Ft	\$0.65
Total	\$7.45

Rate Summary

	City (Inside)
Fixed charge per connection	\$81.08
Rate per 100 Cu. Ft	\$5.68
BOD rate per lb.	\$0.418
TSS rate per lb.	\$0.306
P rate per lb.	\$7.312
NH3-N Charge per lb.	\$0.835

Outside User Rate Calculations Rate Summary

City of Oshkosh, WI



Monthly Charges - Sunset Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Algoma Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Blackwolf, Winnebago, Island View, Edgewood Sanitary Districts

Volumetric Rate per 100 Cubic Feet	\$2.38
------------------------------------	--------

Summary of Projected Revenues by Sanitary District

	Annual Revenue
Algoma SD	\$560,723.64
Sunset SD	\$10,706.12
Blackwolf SD	\$157,694.93
Island View SD	\$46,677.43
Edgewood Shangri-la SD	\$6,879.81
Winnebago SD	\$6,667.86
Totals	\$789,349.79

ADDENDUM D

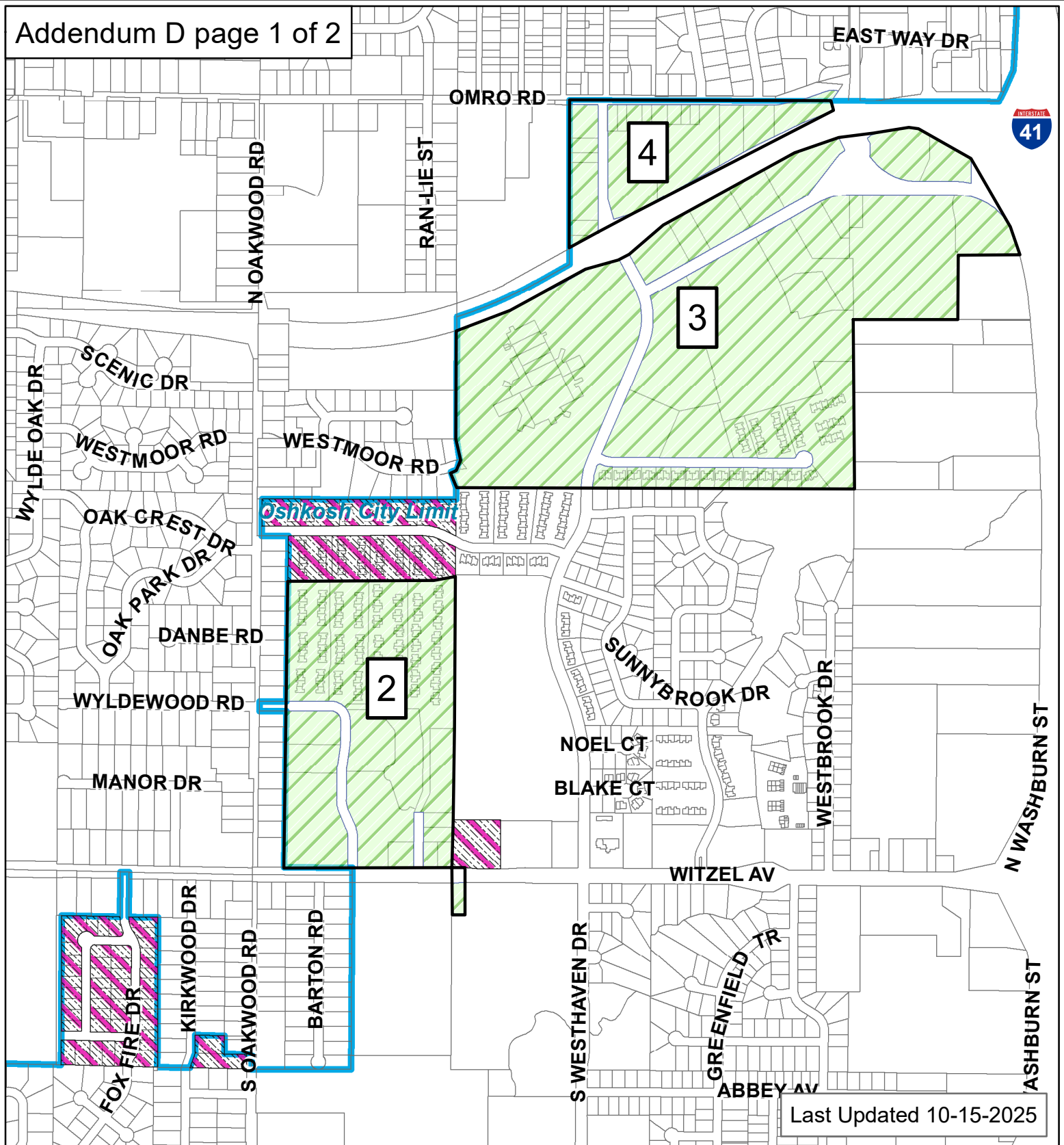
This Addendum presents terms that are unique and targeted to the District. These terms are incorporated into and become part of the Agreement.

- 1) The Parties agree that the following timeline will control the transfer of service and transfer of District Collection System infrastructure to the City. Properties served by the District shall continue to be served and billed by the District until transferred to the City under the timeline listed below. When an area is transferred, it shall include the transfer of all of District's Collection System infrastructure and easements within the defined area. Upon transfer, the City shall assume ownership of the infrastructure, shall be responsible for all maintenance and repair, and shall be responsible for billing for any customers within the transferred area. A map of the transfer areas is included with this Addendum and incorporated herein. Any costs to relocate a metering device, reroute, or relay pipes required to facilitate these customer transitions is to be paid by the City.
 - a. Immediately: Area 1 will be added to the City DMA immediately (as soon as practicable) –Area 1 includes Havenwood, Fox Fire and two parcels off Kirkwood and the Moon Farm property (parcel 0623010000 located along Witzel Avenue). Due to this immediate transfer, the lift station costs to serve the residents along Havenwood will not be added to ASD's rate calculations since this area will move to City as soon as practicable.
 - b. 10 Years: Area 2 will be added to the City DMA 10 years after the execution of this Agreement, or as soon as practicable thereafter. Area 2 includes Maryden and Wyldewood. This transfer will require the relaying of some pipes and potential relocation of metering.
 - c. 20 Years: Area 3 will be added to the City DMA 20 years after the execution of this Agreement, or as soon as practicable thereafter. Area 3 includes the area south of Hwy 21. This transfer will require the relocation of the metering station to Brooks & Hwy 21 and will require the relaying of pipe from the current manhole to a new manhole.
 - d. 20 Years or Longer: Area 4 may be added to the City DMA 20 years after the execution of this Agreement. Area 4 includes the area north of Hwy 21. It is understood that due to the physical layout, the parcels in this area that do not abut Westhaven may need to stay on District pipe until there is significant reconstruction in this area.

- 2) There will be no payment owed for the transfer of assets or easements described in Section 1 above. The City will prepare a Bill of Sale, Assignments of Easements, or similar documents to evidence the transfer of ownership of assets and infrastructure as may be required.
- 3) The parties recognize that the boundaries of the current service area, boundaries of the District DMA area, and area identified in the Town of Algoma Boundary Agreement with the City are not the same. A map indicating the intended service areas of the parties is included with this addendum.
- 4) The District may petition for SSA amendment now or in the future, with any matching reduction in SSA area identified within the District, if required. If an amendment is requested the parties agree that they will work together in good faith to evaluate the amendment and present necessary information to ECWRPC and WDNR to allow for future development.
- 5) The City will not object to ASD requests to ECWRPC and WDNR to extend ASD's DMA boundaries in the Town of Algoma and Town of Omro north of 9th street road extended to the west. The City will agree to serve areas north of 9th Street Road that are included within ASD's DMA and within allocated capacities.
- 6) The District will not object to the City's requests to ECWRPC and WDNR to extend the City's SSA/DMA in any area annexed to the City of Oshkosh.
- 7) Upon execution of this Agreement, the City will issue an Approval for the Olde Apple Acres Sanitary Sewer. The City will approve future sanitary connections without unreasonable delay within the appropriate SSA and DMA areas and which are not anticipated to exceed the District's allotted flow capacity as set forth in the agreement.
- 8) Pursuant to Section VII(F) of the Master Agreement, the parties hereby agree to adopt an alternative billing method for all parcels located within the City that are served by the District. The default method under the Master Agreement is that compensation to a district for service to City parcels is addressed through a flow/billing adjustment. In this case, the District is electing to receive payment for its services directly by billing the parcels it serves within the City.

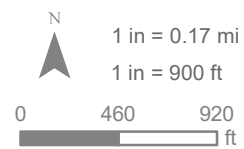
Consequently, Section VII(F) provisions will not apply to the District and there will not be flow or billing adjustments for parcels served within the City.

- 9) Pursuant to Addendum B, the District's Allocated Capacity is 10.4% of the Wastewater Treatment Facility, distributed across multiple Connection Points. Acquiring additional capacity requires a formal amendment as outlined in Section IV(C) of the Agreement. However, if the Allocated Capacity remains unchanged and the Parties solely desire to adjust the distribution of the Allocated Capacity among the then existing Connection Points, a formal amendment to the Agreement is not needed. This modification can be agreed upon by the Parties' representatives, with consideration for any Collection System limitations. Such agreement shall be documented in a written Memorandum of Understanding, with a new Addendum B attached to the Agreement reflecting the revised distributions and the date of the change. The City's representative is the Director of Public Works and the District's representative is the District President.



Algoma Sanitary District Transfer Areas

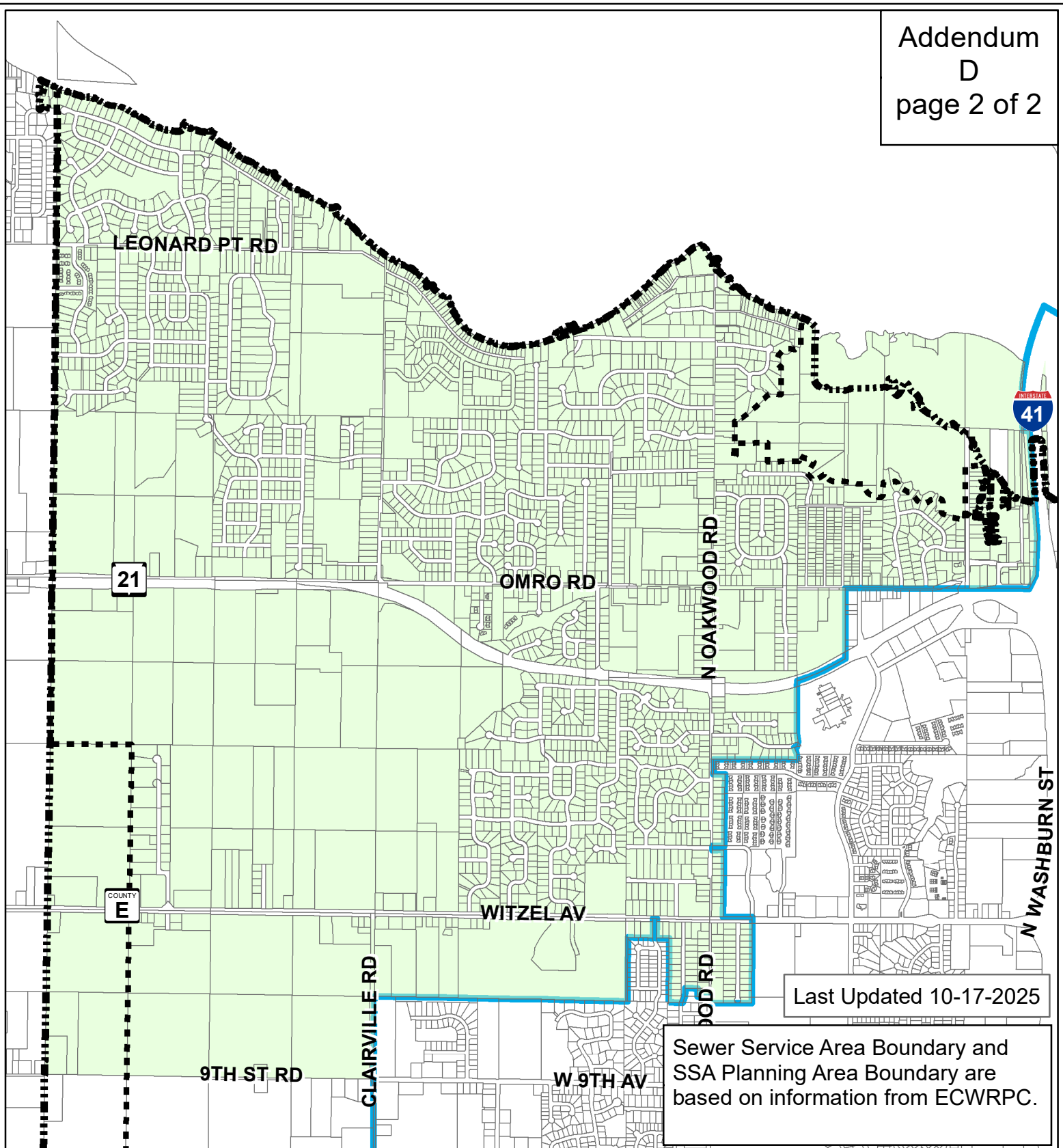
- | | |
|---|---|
|  Future Transfer to City Area |  Winnebago County Parcels |
|  Immediate DMA Adjustment |  City of Oshkosh Municipal Boundary Line |



Printing Date: 10/16/2025

Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer

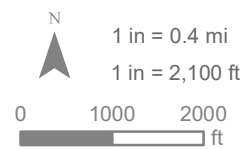


Last Updated 10-17-2025

Sewer Service Area Boundary and
SSA Planning Area Boundary are
based on information from ECWRPC.

ASD Long Term Service Area

- Sewer Service Area Boundary
- City of Oshkosh Municipal Boundary Line
- SSA Planning Area Boundary
- ASD Long Term Service Area
- Winnebago County Parcels



Printing Date: 10/17/2025

Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISDisclaimer

ADDENDUM E

Purchase of Additional Capacity

The District may request to purchase additional capacity within the WWTP and WWTP collection system. Requests will be reviewed by the City based upon the current and anticipated system capacity at the time of the request.

If the system capacity will support additional capacity from the requesting District, the City may agree and the District will purchase that capacity by taking the amount of accumulated depreciation on all assets that are or will be used by the district, including but not limited to the WWTP, interceptors, force mains and lift stations, and multiplying this amount by the increase in the percentage of capacity in the WWTP and in the lift station or other assets allocated to any District under the new agreement. To the extent that a District may use or benefit from a lift station(s), they will be required to purchase the additional capacity based on the value of the accumulated depreciation on the lift station(s) which would be evaluated at the time of purchase.

The District would pay for depreciation expense and return on investment on the undepreciated balance of WWTP and other assets used by the district through its sewer user charges as provided for in the new agreement.

In no case shall the City be obligated to enlarge or otherwise modify its collection system or the WWTP to provide for additional capacity.

Example Calculation for 0.1 Percent of WWTP Capacity (20,000 gallons per day) with no lift station:

Interceptor Sewers – Accumulated Depreciation	\$ 3,928,713
WWTP – Accumulated Depreciation	\$40,085,432
Total	\$44,014,145
	<u> x 0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 44,014

Additional Buy-in Lift Stations:

Lift-Station Cost	\$8,799,502
	<u> X0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 8,800

Buy-In per 0.1% Capacity Allocation WWTP & Lift Station \$ 52,814



TO: Honorable Mayor and Members of the Common Council
FROM: Lynn Lorensen, City Attorney
DATE: October 28, 2025
SUBJECT: Res 25-542 Approve Sanitary District Agreement with Black Wolf Sanitary District No. 1
(October 1, 2025 through December 31, 2045)

BACKGROUND

At its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts. As noted at that time, addendums with individual districts remained outstanding and were required to finalize the agreements. The addendums contain maps and terms that may be specific to each District.

As an incentive to complete the addendum in a timely manner staff offered to apply the new contractual rates to 3rd quarter 2025 billing (the contractual rates are lower than the non-contractual rates that the districts are currently paying), upon final agreement with the largest district, the Algoma Sanitary District No. 1, and approval by the individual districts in time for council consideration at the October 28, 2025 council meeting. The Algoma Sanitary District and Black Wolf Sanitary District have both approved the agreement.

ANALYSIS

This resolution will approve the final Sanitary District Agreement with the Black Wolf Sanitary District No. 1. For all districts, the term of the Agreement is through December 31, 2045. In addition, for all districts because of the long term of the agreement and discrepancies found in current mapping the agreements include provisions allowing the maps to be updated over the term of the agreement as service areas are amended. Staff at East Central Wisconsin Regional Planning Commission (ECWRPC) have indicated that they will review maps in the next year and update in accordance with the agreements reached. Changes to those maps will not require council approval to update the maps attached to the agreement as the agreement anticipates updating maps over the course of the agreement in accordance with approved changes.

Terms specific to the Black Wolf Sanitary District include:

- The City of Oshkosh and Town of Black Wolf have a longstanding boundary agreement and this agreement includes a map from that boundary agreement to show the parties intention for future map updates to the sanitary district as noted above.
- The area included within the District in this case is quite large and would very likely exceed the District's capacity under the sanitary districts agreement if fully developed. The District had some concern that even currently they may require additional capacity. To that end, in connection with approval of this agreement the Town of Black Wolf Sanitary District is also purchasing an additional 0.5% of allocated capacity for \$264,070.00.

FISCAL IMPACT

Approval of this Agreement will move this sanitary district to billing under the new contractual

rates which are less than the current non-contractual rates, but save the City costs related to monitoring service with a customer not under a current agreement and enforcement of city ordinances in the districts which is a requirement included within the contractual provisions for districts. As noted in the September 23, 2025 resolution approving the Master Agreement, the new agreement also allows the city to recoup the costs of providing service to sanitary districts in a consistent and equitable manner that is reflective of the portion of wastewater services and infrastructure used by the districts.

RECOMMENDATION

Staff recommends approval of the proposed Agreement.

Attachments

Res 25-542

Black Wolf Master Agreement

10/28/2025

25-542

RESOLUTION

CARRIED

4-0

PURPOSE: APPROVE SANITARY DISTRICT AGREEMENT WITH BLACK WOLF SANITARY DISTRICT NO. 1 (OCTOBER 1, 2025 THROUGH DECEMBER 31, 2045)

INITIATED BY: CITY ADMINISTRATION

WHEREAS, at its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts; and

WHEREAS, the Master Agreement governs general terms applicable to all districts and each district requires individualized maps and individual terms specific to their district; and

WHEREAS, it is therefore necessary to approve a final agreement with each sanitary district; and

WHEREAS, city staff and district representatives met and agreed to individualized attachments identifying boundaries, connection points and any necessary individualized provisions for each district; and

WHEREAS, the District has approved the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the attached Sanitary District Agreement with Black Wolf Sanitary District No. 1 for the provision of sanitary sewer and wastewater treatment service for the period from October 1, 2025 through December 31, 2045 is hereby approved and that 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.

BE IT FURTHER RESOLVED that the proper city officials are hereby authorized and directed to apply contractual rates as provided for within this Agreement for services, including during the 3rd quarter of 2025, to be billed after the execution of this Agreement.

City of Oshkosh and Black Wolf Sanitary District No. 1 Agreement

This Oshkosh Sanitary Districts Master Agreement (“Agreement”) is made between the City of Oshkosh, a Wisconsin Municipality with its principal offices located at 215 Church Avenue, Oshkosh, Winnebago County, Wisconsin 54902-1130 (“City”) and Black Wolf Sanitary District No. 1, a body politic organized and existing pursuant to Chapter 60, Subchapter IX Town Sanitary Districts, §60.70 et. seq. Wis. Stats., with its principal offices located at 6283 County Road R, Oshkosh, Winnebago, Wisconsin 54902 (“the District”).

Whereas, City and the District (collectively referred to herein as “the Parties”) have previously entered into agreements for the provision of sanitary sewer and wastewater treatment service (“Services”) by the City to the District; and

Whereas, the Parties wish to enter into an updated master agreement with common provisions applicable to all districts served by the City of Oshkosh;

Whereas, specific provisions applicable to each individual district shall be incorporated in addendums to each master agreement, with the terms of the master agreement remaining uniform between the districts; and

Whereas, the City is not obligated to provide extraterritorial service to the District except through a specific agreement for such services; and

Whereas, the City and the District entered into previous agreements for the transportation and treatment of the District wastewater and recognize that the District is currently dependent upon the City for service; and

Whereas, the City and District each desire to enter into this Agreement to continue their long-term relationship; and

Whereas, in return for the City providing the Services, the District agrees that the District will not promote competition for development or for movement or expansion of existing commercial and industrial concerns located in the City that would be in violation of an existing or amended Cooperative Plan/Agreement between the City and a respective Town and/or Sanitary District; and

Whereas, the Parties intend the foregoing provisions are contractual in nature and not to be construed as mere recitals to this Agreement.

Now, therefore, the Parties by their duly authorized representatives, agree as follows:

I. Term of Agreement.

This Agreement shall commence for the billing period beginning October 1, 2025, or alternatively for the next quarterly billing period following the latest date set forth in the signature blocks below, and shall continue through December 31, 2045, and shall continue thereafter, subject to the provisions of Article XIII.

II. Acronyms and Definitions.

A. Allocated Capacity. The flow capacity allocated to the District in Addendum B.

Classes of Flow Capacity: Maximum Hour Flow – the greatest total volume of wastewater during any consecutive 60-minute period expressed in terms of gallons per hour.

Maximum Day Flow – the greatest total volume of wastewater during any consecutive 24-hour period expressed in terms of millions of gallons per day.

Maximum Week Flow – the greatest total volume of wastewater during any consecutive 7-day period expressed in terms of millions of gallons per day.

Maximum Month Flow – the greatest total volume of wastewater during any consecutive 30-day period expressed in terms of millions of gallons per day.

Annual Average Daily Flow – the total volume of wastewater over one calendar year divided by 365 expressed in terms of millions of gallons per day.

B. CMAR. Compliance Maintenance Annual Report that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.

- C. **CMOM.** Capacity, Management, Operation and Maintenance program that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.
- D. **Connection Point.** The point at which the District's Collection System discharges to the City's Collection System.
- E. **Collection System.** The individual and combination of infrastructure assets constructed, installed and used for the transmission of sanitary wastewater. These assets include, but are not limited to gravity pipes, manholes, force mains, valves, pump/lift stations with all their components, and associated ancillary assets required to monitor, control and evaluate flow.
- F. **Data Logger.** An electronic device that automatically monitors and records environmental parameters over time, allowing conditions to be measured, documented, analyzed, and validated.
- G. **Designated Management Agency.** An entity designated in an areawide water quality management plan having responsibility for implementing specific plan recommendations ("DMA") reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- H. **District Wastewater Concentration.** For purposes of calculating wastewater charges, the following definitions shall apply: Wastewater having organic concentrations of Biochemical Oxygen Demand (BOD5) with an annual average of 250 milligrams per liter (mg/L), Total Suspended Solids (TSS) with an annual average of 250 milligrams per liter (mg/L), Phosphorous (P) with an annual average of 10 milligrams per liter (mg/L), and Ammonia-Nitrogen (NH3-N) with an annual average of 25 milligrams per liter (mg/L).
- I. **EPA.** United States Environmental Protection Agency.
- J. **Infiltration.** Water that enters a Wastewater System from the ground, including, but not limited to, such sources as defective pipes, pipe joints, connections, or manholes.

- K. Inflow.** Water that enters a Wastewater System through inappropriate connections including, but not limited to, sump pumps, roof leaders, cellar drains, and yard drains.
- L. Rate of Return.** The formula for calculating the Rate of Return is the total annual principal and interest payments for the City's sewer utility debt in the test year plus an additional 10% of the annual principal and interest payments less the City's annual depreciation expense for the City's Wastewater System. The dollar amount is then divided by the net book value of the City's Wastewater System to arrive at a percentage Rate of Return calculation.
- M. Residential Equivalent Connection.** The Residential Equivalent Connection or "REC" is the formula for calculating the annual discharge of an unmetered domestic residential unit. A Residential Equivalent Connection or "REC" shall be defined as 100 gallons per person per day of average daily flow with Category A domestic strength wastewater concentrations as defined in the City of Oshkosh Municipal Code, Ch. 24. A residential unit shall be defined as 3 people per unit.
- N. Sewer Service Area.** The area presently served or anticipated to be served by a sewage collection system ("SSA") as reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- O. Technical Standards Committee.** A committee made up of representatives from the City and the Districts created to discuss matters of a technical nature as described in Article XI.
- P. Wastewater System.** The combination of physical, chemical and biological components used to collect, pump, analyze, measure and treat raw wastewater and dispose of treated wastewater and biosolids in accordance with Federal and State laws, regulations and permit requirements. The Wastewater System includes, but is not limited to, the Collection System and the Wastewater Treatment Facility.
- Q. Wastewater Treatment Facility.** A plant in which a combination of physical, chemical and biological processes are used to treat wastewater

and remove pollutants. The Wastewater Treatment Facility for the City is currently located at 233 N. Campbell Road, Oshkosh, WI.

R. WDNR. Wisconsin Department of Natural Resources.

S. WPDES. Wisconsin Pollution Discharge Elimination System.

III. District Boundaries and Service Area.

A. Establishment of Boundaries.

The boundaries of the District are established in Addendum A, which is incorporated into this Agreement and made a part hereof ("District Boundaries").

These boundaries will be modified by Amendment to reflect Sewer Service Area ("SSA") amendments and Designated Management Agency ("DMA") amendments approved by the Wisconsin Department of Natural Resources ("WDNR") which are within the boundaries of the District or the defined protected town areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The City agrees not to unreasonably withhold, delay, or condition its approval of boundary modifications within the District, or defined protected town areas as defined in a Cooperative Plan, which include development anticipated to occur within the Allocated Capacity of the District as defined within Addendum B to this Agreement. City disapproval under this paragraph will be based upon a reasonable determination of the lack of sufficient contracted capacity for flow, load, or strength, the lack of sufficient downstream capacity in the City's Collection System, or other substantial engineering consideration related to a District's proposed construction or extension.

The boundaries will be similarly amended for annexation and attachment of City service areas under Sections E and F below to reflect sewer service amendments approved by the WDNR which are within the boundaries of the City or the defined City growth areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The District agrees not to unreasonably withhold,

delay, or condition its approval of boundary modifications within the City or City growth areas as defined in a Cooperative Plan.

B. Service Outside of the District Boundary.

The City shall provide Services to the District only within the District Boundaries authorized by this Agreement.

Except as provided in paragraph A, the City has no obligation to provide Services to any properties not currently located within the District Boundaries and all rights are reserved by the City to decline to provide Services to any properties outside of the District Boundaries as established in Addendum A regardless of any proposed or future changes to the boundaries of the District.

C. Connection Point(s).

The Connection Point(s) between the District's Collection System and the City's Collection System are established in Addendum A. Changes in the Connection Point(s) required for any reason, may be agreed upon by the representatives for the Parties by written Memorandum of Understanding and new Addendums may be attached to the Agreement indicating the changes in Connection Points and date of change. In the case of the City the representative shall be the Director of Public Works, and in the case of the District the representative shall be the District President. A change in the Connection Point(s) shall not require formal amendment of the Agreement between the Parties.

D. District Mapping and Connections within the District.

The District shall provide to the City maps of current District facilities and connections within the District which shall be updated annually to include any changes to the location of facilities or connections and any additional connections to the system. The maps shall clearly depict how each property is metered.

The District may permit additional connections to the District's Collection System, subject to Section VII(H), provided that such connections are within the District and SSA/DMA boundaries and that the District does not exceed its Allocated Capacity described in Addendum B, which is incorporated into this Agreement and made a part hereof. The District shall

submit to the City's Public Works Director annually, during the month of December, a report showing the total current number of connections to the District's Collection System. The report shall contain the addresses of the premises served by those connections, the type of land use associated with each connection to the District's Collection System, and clearly indicate any new connections made to the District's Collection System occurring during the previous calendar year.

E. Currently Existing Atypical Sewer System Connections.

The Parties acknowledge that there are various atypical sewer connections within both the City and various districts at the time of entry into this Agreement. The Parties agree that the currently existing atypical sewer connections, shall generally be treated as follows:

1. The Parties agree that those properties that are located within the District but discharge sewage to the City's Collection System at a point other than a metered Connection Point may continue to discharge sewage directly to the City's Collection System, provided that the District timely complies with the requirements of Article VII pertaining to Flow Measurement.
2. Those City properties that have been annexed or attached to the City but are still connected to the District's Collection System shall continue to remain connected to the District's Collection System, except as these areas may be brought into the City as provided in Paragraph F below or as may be otherwise agreed upon by the Parties. For example, in the case of parcels located within the City currently served by the Town of Algoma Sanitary District No. 1, service by the City may begin immediately upon execution of this Agreement for certain of these parcels, while City service to certain other parcels will occur no earlier than 20 years following execution of this Agreement.
3. The quantity of flow from a user connection shall be determined in accordance with Article VII of this Agreement pertaining to Flow Measurement.

F. Annexations/Attachments/Detachments.

In accordance with Section 60.79 of the Wisconsin Statutes, the annexation of any parcel within the District detaches the parcel from the District. If at any point an annexation or attachment causes a portion of the District's Collection System to be bordered by City properties on each side, then the City may acquire the infrastructure assets of the District's Collection System located within the annexed area as follows:

1. If the sanitary flow through the annexed area connects directly to the City's Collection System without passing through any other portion of the District's Collection System and without passing through a District meter, then the City shall acquire all the assets of the District's Collection System located within the annexed area, including but not limited to pipes, pumps, valves, and manholes.
2. If the sanitary flow through the annexed area cannot connect directly to the City's Collection System without passing through any other portions of the District's Collection System or without passing through a District meter, then the District shall continue to own and maintain the infrastructure assets located in the annexed area until the District meter is relocated and/or the Collection System is able to directly connect to City facilities under paragraph 1 above.
3. If the sanitary flow can connect directly to the City's Collection System or if a majority of the patrons already receiving sewer service within a definable area are City patrons, the City may take over ownership and maintenance responsibilities for the portion of the system within the defined area. At that time, the City shall acquire and maintain all infrastructure assets of the District's Collection System located within the defined area including, but not limited to, pipes, pumps, valves, and manholes.

When the City acquires a portion or all of the District's Collection System, the following shall apply regarding the infrastructure assets formerly owned by the District:

1. If the assets were financed by a private developer or in any other manner without direct cost to the District, the acquired assets shall be transferred to the City without cost to the City.

2. If the assets were a utility financed purchase by District through the issuance of bonds or other debt and said indebtedness remains unpaid, the City shall pay to the District the proportionate share of any remaining indebtedness that is attributable to the purchase of the assets. The City's payment shall be made either in one sum, or in annual installments of the amount necessary to pay the proportionate share of the principal and interest when due. The District shall apply the moneys received from the City strictly to the payment of the principal and interest due.
3. If the assets were purchased by the District without incurring debt, then the City shall pay to the District the depreciated value, if any, of the assets as identified in the accounts of the District or as reasonably calculated in relation to the anticipated remaining useful life of the assets.
4. The Parties recognize that while the above parameters will generally provide a reasonable means to calculate the value of assets, that there may be circumstances in individual cases that require adjustment to these calculations and the Parties agree to work together in good faith in such cases to reasonably calculate the value of the assets to be acquired. In the case of a dispute, the Parties agree that they may seek the assistance of an independent outside person to assist with the valuation of the assets or mediator. If the Parties are unable to reach agreement, the City may take over the assets and either Party may petition the Wisconsin Public Service Commission to seek resolution of the matter in relation to compensation.

Should a detachment occur, the same process and analysis shall apply to allow the District to acquire the infrastructure assets of the City's Collection System located within the detached area.

The Parties agree that they will execute any documents reasonably necessary to facilitate the above transactions including easements, bills of sale, deeds, release of easements, or similar documents.

G. Parties' Assets.

Notwithstanding anything to the contrary, the City continues to solely own, operate, maintain and replace its Collection System and Wastewater Treatment Facility, and shall solely bear the cost of any repair or replacement for its Collection System and Wastewater Treatment Facility. The District continues to solely own, operate, maintain and replace its Collection System, and shall solely bear any cost of repair or replacement for its Collection System and any related facilities.

H. District Specific Terms.

This Agreement is a standard master agreement between the City and each of the sanitary districts it serves. The Agreement establishes foundational terms and conditions that are applicable to all districts. The District may have unique requirements and circumstances regarding service area, asset ownership, or transfer, and as a result, Addendum D is hereby incorporated into this Agreement to delineate District specific terms and conditions.

IV. Services to be Provided.

A. Wastewater Transportation.

The City shall receive wastewater generated within the District Boundaries at Connection Points as provided for in Addendum A. The City shall be responsible for the transportation of the wastewater from the Connection Point(s) through the City's Collection System to the City's Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System. The District shall be responsible for the transportation of the wastewater through the District's Collection System to the Connection Point(s) and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System.

B. Wastewater Treatment.

The City shall provide treatment of the wastewater from the District at the City's Wastewater Treatment Facility. The City shall own, operate and maintain the Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation of the Facility and complying with all reporting requirements for the Facility.

C. Capacity Allocation.

The City shall allocate capacity in its Collection System and its Wastewater Treatment Facility as provided for in Addendum B, which is incorporated into this Agreement and made a part hereof. Each District may also request to purchase additional capacity according to the formula provided in Addendum E. City approval under this paragraph shall not be unreasonably withheld, conditioned, or delayed.

The District acknowledges that the capacity allocated to it in Addendum B is calculated as determined as a percentage of the total treatment capacity of the Wastewater Treatment Facility. If, for any reason, there are changes to the total treatment capacity of the Wastewater Treatment Facility, including a change in state or federal regulatory requirements, the District's capacity in Addendum B shall be adjusted accordingly. Specifically, the District shall maintain their percentage allocation, but the District's percentage allocation shall now be applied to the new adjusted total treatment capacity of the Wastewater Treatment Facility.

Both Parties agree that if any changes occur to the total treatment capacity of the Wastewater Treatment Facility, the City shall provide the District with notice of the revised capacity which shall be determined either by the limits stated in the City's current WPDES permit or through an engineering study, submitted to and approved by the WDNR if required.

The District acknowledges that although its overall capacity is a percentage of the total treatment capacity of the Wastewater Treatment Facility, the District's capacity may be further constrained at specific Connection Points due to the limitations of the Collection System (including the size of the existing pipes and infrastructure).

V. District's Compliance with Wastewater Regulations.

A. District's Compliance with City's Wastewater Service Regulations.

1. Waste Characteristics.

Characteristics of waste delivered to the City's Collection System at each connection point must meet the requirements of Chapter 24 of the City of Oshkosh Municipal Code.

District wastewater strength may be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed annually by a third-party laboratory. The District shall be responsible for paying for the annual testing.

Alternatively, at the option of either Party, the District wastewater strength may also be calculated by taking an annual rolling average, which will be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed quarterly by a third-party laboratory. Results of the testing will be aggregated with the data collected quarterly over the past twelve months, to calculate an annual average. This annual average will be used to determine District wastewater strength in relation to the definition of Category A set forth in this Agreement. In the event a District desires to use an annual rolling average to calculate wastewater strength, the District shall be responsible for paying for the quarterly testing. In the event the City desires to use an annual rolling average to calculate wastewater strength, the District and City shall equally be responsible for paying for the quarterly testing.

2. Applicability of City Ordinance and Administrative Rules

The City's provision of Services is subject to the District's compliance with and enforcement of all applicable City ordinances and administrative rules pertaining to protection of the City's Wastewater System and the prevention of cross connections with any other utility systems. All discharges from the District's Collection System into the City's Wastewater System shall be subject to Chapter 24 of the City of Oshkosh Municipal Code and the District's Board of Commissioners shall adopt and enforce regulations regarding the use of the District's Collection System that includes the same language as Sections 24-4, 24-5, 24-6, 24-6.1 through 24-6.4, 24-6.6 and 24-6.7 of the City of Oshkosh Municipal Code, except (1) replacing the word "City" or words "City of Oshkosh" with the name of the Sanitary District, except in the case where the sentence refers to the City's Wastewater Treatment Plant (Facility) or the City's Industrial Wastewater Discharge Handbook; (2) replacing the terms "Control Authority" and "Authority" with the term "District's Board of Commissioners;" and, (3) replacing the term "Utility

Operations Manager” with the term “District’s President”. The City reserves its legislative right to amend its ordinances and regulations as it deems prudent or necessary.

Unless expressly required by state or federal laws or regulations, or conditions of the City’s WPDES permit, if an amendment to the City’s ordinances would conflict with the terms and conditions of this Agreement the City cannot unilaterally amend its ordinances or administrative rules without first submitting the proposed amendment to the Technical Standards Committee (“TSC”) for its review and recommendation. However, if the City notifies the TSC of an amendment and the TSC does not provide its recommendation within 30 days of the City’s notification, the City may take action without the TSC’s recommendation.

The City agrees that it will not amend its ordinances with the effect of invalidating this Agreement, or unjustly targeting the District. Any amendment to the City’s ordinances are to be made in good-faith with the objective of achieving equitable and comprehensive system-wide regulation.

B. Sanitary District Ordinance Applying City Ordinance

The District must provide by ordinance that the City’s sewer use ordinance as amended from time to time applies within their jurisdictions, including that all customers within their jurisdictions who require pretreatment of sewage are subject to the provisions of the City’s sewer use ordinance relating to pretreatment.

The District shall periodically, and specifically upon request of the City, sample and provide all sampling and test results for all customers within its jurisdiction who are or may be subject to the provisions of the City’s sewer use ordinance relating to pretreatment or as necessary to comply with the District’s or City’s WPDES permit(s). The District shall work with the City to sample and test within their District’s own system as discussed in Article VI of this Agreement, to assure compliance with the pretreatment requirements.

Notwithstanding the above, this paragraph shall not limit the Parties' rights or responsibilities for testing under state and federal law.

C. District's Compliance with State and Federal Regulation.

The District shall comply with all State of Wisconsin and Federal laws, regulations and orders concerning wastewater systems. Specifically, the District shall comply with the State of Wisconsin's General Permit under the WPDES for Satellite Sewage Collection Systems (WI-0047341-06-0 or as may be updated from time to time). The District shall provide the City a copy of the District's Capacity, Management, Operation and Agreement (CMOM) and the most recent Compliance Maintenance Annual Report (CMAR) within 30 days of the effective date of this Agreement, and any updates to the CMOM and CMAR within 30 days after they are completed. The District shall also provide the City with any notices of violation, administrative orders, consent orders, consent decrees or any written enforcement action taken by the WDNR or the EPA within 10 business days of receipt by the District. Notwithstanding the preceding, the submission of a District's CMOM or CMAR does not grant the City any right to unilaterally amend a CMOM or a CMAR. District security plans will be redacted if they are included as part of a District's CMOM or CMAR.

VI. Sampling of and Access to District Wastewater.

A. Sampling of District Wastewater.

The City shall cause periodic sampling and analyses to be conducted, at least annually, of District wastewater. Initial samples will be collected at the connection points. Samples will be collected and analyzed in the same manner that samples are collected and analyzed for the City's industrial user program. Reports generated from the sampling and analysis shall be provided by the City to the District in a timely manner. If a sample shows high strength waste, or any other condition present in violation of Chapter 24 of the City of Oshkosh Municipal Code, the Parties shall work together to have additional testing completed which may be at points other than the connection point. The District shall pay the City for the sampling and analysis at the same cost and rate as the City's industrial user program.

B. Inspection of District's Collection System.

The District shall conduct periodic inspections of its Collection System to ensure that users of the Collection System are in compliance with all applicable regulations and take appropriate action to correct or cause the correction of any deficiencies in the District's Collection System. In addition, the District agrees to allow the City, upon a minimum of 14 calendar days' notice, to inspect the District's Collection System and review any written or electronic records relating to the physical and video inspection of the collection system, and condition assessments of the District's wastewater pump stations. The District agrees to provide access to the District's Collection System and records along with a District employee to facilitate the City's inspection and review.

Inspections of the District's Collection System by the City will focus on ensuring operational efficiency and safeguarding public health. The City will only request inspection when a compelling need is identified, such as abnormal/excessive flow, deleterious material in flow (i.e. gravel), or other evidence of system failure. In those instances, the City will promptly inform the District of the identified issues and work collaboratively with the District to resolve them.

C. Excessive Loads.

The District agrees that it will make reasonable efforts to control the collection of wastewater containing any unusual or unusually concentrated presence of deleterious materials and substances or materials and substances that are now, or may in the future be, regulated under Chapter 24 of the City of Oshkosh Municipal Code, the terms of the WPDES permit for the City's Wastewater System, or EPA regulations. To the extent that such wastes are collected by the District, the District shall either provide pretreatment to remove such materials prior to introduction into the City's Wastewater System or shall pay the City in accordance with Article VII.

D. Inflow and Infiltration.

The District agrees that it will make reasonable efforts consistent with best practices in the wastewater sector to limit Inflow and Infiltration into the District's Collection System and to take action, which is within its authority, to ensure that Inflow and Infiltration will not enter the District's Collection System. To the extent that the District does not limit Inflow and Infiltration

and the District exceeds its Allocated Capacity, the provisions of Article VII shall apply.

VII. Rates and Fees / Billing.

A. Rates and Fees.

The District shall pay to the City wastewater charges as determined by the Common Council, which may include a meter charge, fixed charge, volume charge or such other fees and charges as may be determined by the Common Council. It is the intent of this Agreement that the City shall be fully compensated for the provision of Services to the District. The City shall provide the District with a copy of the analysis at least 30 calendar days prior to consideration by the Common Council to allow the District to review and comment upon the proposed rates.

The rate study will be updated each year by entering the previous year's actual expenses, flows and loadings, and fixed asset values, along with calculating of the rate of return according to the defined formula.

The rate study shall be based on the loading levels of the District Wastewater Concentration, as defined in this Agreement. The rate study shall calculate a rate, per pound, for treatment of BOD5, TSS, P, and NH3-N exceeding the District Wastewater Concentration levels.

If the District exceeds the District Wastewater Concentration at any connection point, the District shall be charged for that additional exceedance per pound. In calculating the exceedance charge, the District shall receive a credit for any payment the City receives directly from any non-domestic sewage customers participating in the pretreatment program as further detailed below.

The City reserves its legislative discretion to modify its own rate structure in the future. Rates will be established through a regular review of the cost of service analysis performed in accordance with industry practices. Generally, rates shall be calculated using a utility-based method with a current Rate of Return. The current rate structure is set forth in Addendum C. New rates shall automatically be included within this Agreement upon approval of the Council and notification to the District.

The District may seek review by the Public Service Commission of Wisconsin ("PSC") under Wis. Stat. § 66.0821(5) for a determination of whether the rates, rules and practices are unreasonable or unjustly discriminatory. The District may only challenge the City's rates, rules and practices before the PSC if the Agreement is silent on such rates, rules and practices.

If at any time the District has a non-domestic sewage customer (a customer who is or may be subject to the provisions of the City's sewer use ordinance relating to pretreatment or as necessary to comply with the District's or City's WPDES permits) within its boundaries, the District agrees that the District shall pay a charge per pound over the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal Code on the wastewater discharged from the non-domestic sewage customer into the District's collection system. The charge shall be the same as the charge assessed to the non-domestic sewage customers within the City.

The charge shall be invoiced to the District directly, unless the District requests the City invoice the non-domestic sewage customer directly. In the event of direct billing to the non-domestic sewage customer, the District shall be responsible for any charges that are unpaid by the non-domestic sewage customer.

Nothing in this provision waives, alters, or otherwise modifies the requirement that the District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code at the Connection Point between the District and the City. In that event, the provisions of Section VII(I) shall apply.

B. Billing and Flow Measurement.

The City shall bill the District for Services based on the quantity of flow entering the City's Collection System at the Connection Point. If there is more than one Connection Point, the quantity of flow shall be the sum of quantity of flows from all Connection Points.

The quantity of flow for the District shall be determined by the City from the following sources, which are listed in the order of priority/use for billing purposes:

1. Wastewater Flow Meters/Integrated Telemetry System

2. Wastewater Flow Meters/Data Loggers
3. Temporary Wastewater Flow Meters
4. Residential Equivalent Connection
5. Water Flow Meters

If it is determined that any meter is inaccurate or inoperable, the City shall estimate the quantity of flow using a method designed to reasonably calculate the flow for the period including but not limited to extrapolation from temporary flow meters, an average of the previous 6-months of flow for which the meter was deemed to accurately measure flow, or average of other similar user's flow. For further information regarding the installation and maintenance requirements of the above meters, see Article VII.C-E.

In the event there is residential wastewater flow entering the City's or a District's Collection System at a Connection Point that is not metered by a wastewater flow meter, that unmetered flow shall be estimated by taking the flow per the Residential Equivalent Connection and multiplying it by the number of unmetered units flowing through the Connection Point. For non-residential flow that is unmetered, the Parties shall meet and agree upon a metering system that shall be installed, including wastewater flow meters or water flow meters, as appropriate.

C. Wastewater Flow Meters/Integrated Telemetry System

In order to provide more effective flow data for future analysis and planning of system improvements, the District agrees to install flow meters integrated with telemetry systems capable of real-time data transmission to the City at all wastewater flow metering sites as defined below.

The District shall maintain, repair and replace the wastewater flow meters and the telemetry systems at all Connection Points where wastewater flow meters are currently installed and shall install wastewater flow meters integrated with telemetry systems at any future proposed Connection Points unless the Parties representatives under Article III-C. agree that installation is impractical, cost prohibitive, or otherwise unnecessary. The City shall review and approve of all proposed wastewater flow meters and telemetry systems.

The District shall be responsible for all costs associated with the wastewater flow meters and telemetry systems, their installation, operation, readings, and maintenance. All existing wastewater flow meters shall have the

integrated telemetry systems installed within two years of the date of this Agreement.

The District shall cause all wastewater flow meters within the District to be calibrated by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City within 90 calendar days of the date of this Agreement, and annually thereafter. A certificate of calibration shall be sent to the City within 14 calendar days of the meter's calibration. Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to written approval by the City's Director of Public Works. The District shall submit specifications for the replacement and/or new meters, along with plans for installation for the Director of Public Work's approval.

In the event a District has or installs a flow meter, but the Parties' representatives under Article III-C. agree that installation of the integrated telemetry system specifically would be impractical, the District may install a Data Logger instead. The City shall provide the District with the specific Data Logger the District shall install and the District shall be responsible for all costs associated with the Data Logger, including its installation, readings, and maintenance.

D. Temporary Wastewater Flow Meters.

Either Party may, during the term of this Agreement, install temporary wastewater flow meters and data loggers within the Collection System to verify flow data or obtain additional information relative to waste characteristics or flow entering a Party's system from the other Party's system. Temporary installations shall generally be installed at or near Connection Points, as necessary to verify or replace equipment that may be malfunctioning, or in connection sampling and analysis under Article VI. above

Unless otherwise agreed in writing by the Parties, whichever Party is initiating the temporary installation shall be responsible for the installation, readings, and maintenance of the temporary installation. Each Party shall cooperate with and upon request, shall provide to the other Party any necessary authorizations and permits for temporary installations within

each Party's respective facilities. The Parties shall promptly share any data or testing results obtained from temporary installations.

E. Non-Residential Water Flow Meters.

In the event a water meter is installed on the water source of a non-residential property in the District that does not pass through a wastewater meter for billing purposes, this section shall apply.

For sewer flow to be billed by a water meter read, the District and the City shall provide water meter readings to the other Party by the close of business on the 10th day of the following month for billing on a monthly or quarterly basis as may be mutually agreed upon between the City and the District. For purposes of this paragraph the City's Finance Director and the District President or their authorized representative are authorized to agree to changes in the timing of billing which agreement shall be reduced to writing and attached to Addendum A to this Agreement.

The District shall be responsible for all costs associated with the water meters, their installation, readings, and maintenance. The City will not install, inspect, test or participate in the installation, reading or maintenance of water meters without a separate agreement to provide payment for such services.

The District shall cause all water meters within the District to be calibrated or tested by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City at least once every 10 years or replaced every 20 years per a schedule approved by the Wisconsin Public Service Commission (WPSC). Further, within 90 days of the date of this Agreement, the District shall ensure that all existing District water meters are compliant with the terms of this agreement.

Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to the requirements and standards of the WPSC. The Districts shall annually submit documentation relating to the calibration and/or replacement of water meters, along with the engineering design plans for the installation of any new infrastructure, which shall be provided within 14 days.

F. Adjustments to Flow for District's Service of City Parcels.

The Parties acknowledge that due to past annexations and other events, the District may currently provide sanitary sewer and/or wastewater treatment service to parcels that are located within the City. Until such time as these parcels are serviced directly by the City as provided in Article III, the District shall continue to provide sanitary sewer service to the City parcels. In the event that flow from City properties is combined with District flow prior to being measured by a wastewater flow meter, the flow attributable to the City properties, as measured by REC for residential properties, or water meter readings or otherwise by separate agreement of the Parties for non-residential properties, shall be deducted from the District's total flow to obtain a billable flow for the District. Each Party agrees to serve all customers in its territory in the same manner. Billing shall be as provided in Article VII or as may be separately agreed by the Parties and incorporated into Addendum D.

G. Time of Billing and Payment of Invoices.

The City shall issue bills quarterly to the District for the Services being provided pursuant to this Agreement. The District shall pay the City directly within 45 days of the date of the invoice. Late payments are subject to the then-existing late payment charges imposed by the City on other wastewater customers. The District shall be responsible to directly invoice its customers for wastewater services, and the District bears the risk of collection from any District customer. Failure of or delay by any District customer to pay the District shall not relieve the District of its obligation to pay City for the Services.

H. Remedies for Exceeding Allocated Capacity

The District, in Addendum B, has been allocated flow capacities. The Parties agree to the following tiered system to progressively enforce compliance with allocated capacity and encourage proactive planning.

1. **80% of Allocated Capacity.** Whenever the District has actually utilized 80% or more of any class of flow capacity allocation under this Agreement, the City shall promptly notify the District in writing. At such time, the District shall have the option of engaging with the City in a joint planning project, at the cost of the District, to determine whether and under what circumstances there is any reasonable possibility that the Wastewater discharged by the District

will exceed the District's flow capacity allocation, and if so what actions can reasonably be taken by the District to eliminate any such reasonable possibility. The principal burden of formulating the plan shall be on the District, but the City shall fully cooperate with and assist in the formulation of the plan. In the event that the District and City agree upon a plan which will eliminate any such reasonable possibility of exceeding the District's allocated flow capacity (e.g. the elimination of excess Infiltration and Inflow, or the construction of an appropriately-sized equalization basin, or construction of an interceptor, or the purchase of additional allocated flow capacity), and the District satisfactorily implements such plan, the City shall waive any restrictions imposed under the following subsections unless and until the metered discharge data subsequently demonstrates that the plan is not working as anticipated or that there are unanticipated problems.

2. **90% of Allocated Capacity.** Whenever the District has actually utilized 90% or more of any class of flow capacity allocation under this Agreement the City shall promptly notify the District in writing. From and after that time, additional Sewer Extensions tributary to the particular facility in which the District has the flow capacity allocation in question shall not be permitted until such time as the District has satisfactorily demonstrated to the City that full use of any proposed Sewer Extension will not exceed the District's allocated flow capacity. Upon reasonable written notice, at any time after the District has discharged Wastewater to the Sewer Service Facilities at a level at or above 90% of such District's allocated flow capacity, the District shall survey or test its Collection Facilities for excess Infiltration and Inflow, and the District shall submit its findings and a plan to address excess flow or any noted deficiencies in the District systems to the City for approval, which shall be granted unless there is a valid engineering rationale otherwise. Upon failure of the District to provide the testing results and a plan to address excess flow, or receive approval of the same from the City, the City may provide notice to the District of the City's intention to survey or test the collection facilities of the District for excess Infiltration and Inflow or other issues and the District shall grant access to the City to complete such review and testing. The District shall pay the City the cost of any such survey or testing within 60 days of written notice of such cost.

3. **95% of Allocated Capacity.** Whenever the District has actually utilized 95% or more of any class of flow capacity allocation under this Agreement (or of any associated flow limitation set out in this Agreement or in any associated exhibit), the City shall promptly notify the discharging the District in writing. From and after that time, no additional Sewer Extensions tributary to the facility in which the District has the flow capacity allocation in question shall be permitted by the City and no additional customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be permitted by the District, until such time as the District has satisfactorily demonstrated to the City that full use of any proposed customer connection or Sewer Extension will not exceed the District's allocated flow capacity, including without limitation consideration of future connections of sewer properties that are currently vacant or underutilized. The City shall expeditiously consider any proposed demonstration by a Party that additional customer connections will not exceed the District's allocated flow capacity allocation.
4. **Exceeding Allocated Capacity.** Whenever the District has actually exceeded flow capacity allocation under this Agreement, the City shall notify the District in writing. From and after that time, no additional Sewer Extensions or customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be allowed under any circumstances until such time as (1) modifications have been made to the District's sewerage system and/or operations, and the results of such modifications have been in effect for a reasonable period of time to demonstrate satisfactorily that any reasonable possibility of exceeding the District's flow capacity allocation in the future has been eliminated, or (2) until such time as the District has acquired sufficient additional allocated flow capacity to accomplish the same result.

Notwithstanding the tiered structure above, in the event a District's exceedance of its allocated flow capacity results in damage to, impairment of, or interference with the City's Wastewater System, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of such exceedance which the City suffers as a result thereof. The City may

charge the District its proportionate share for any fine, penalty, or forfeiture incurred by the City, and may also charge the District for any cost incurred by the City (including, without limitation, for employees, equipment, or materials) as a result of such excessive discharge. For any costs claimed, the City shall provide an itemized invoice to the District and will provide information identifying that flow from the District(s) caused or contributed to said damage and/or penalty. The amounts recoverable by the City, if any, are net of grants, reimbursements or insurance proceeds actually recovered by the City.

The proportion of costs allocated to charges for exceeding flow is the share of costs that could be allocated to any District for damages that occur due to a District or the City exceeding its Allocated Capacity when the damage occurred and contributed to causing the damage. This cost would only apply to a District that was exceeding its Allocated Capacity when the damage occurred. The portion of cost allocated to each Party corresponds to each Party's proportion of the total volume of wastewater flow entering the wastewater facility(ies) sustaining the damage at the time the damage occurred.

I. Charges for Exceeding Pollutant Loadings.

The District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code. If the District's wastewater flow exceeds the pollutant concentration specified in Chapter 24 of the City of Oshkosh Municipal Code, WPDES regulations, or EPA regulations, the District shall be charged the resulting cost increase for the City to provide necessary treatment or other measures to remove the materials or substances or reduce concentrations to prevent damage to the City's Wastewater System and maintain pollutant limits in compliance with the City's WPDES permit. The District acknowledges and agrees that the City may assess against the District the civil penalties as provided in Chapter 24 of the City of Oshkosh's Municipal Code for violation of that chapter where the District's wastewater flow exceeds the stated pollutant concentrations. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation. In addition to these civil penalties, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of the District's wastewater flow which exceeds the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal

Code, including, without limitation, any fines to which the City may be subject as a result for violation of its WPDES permit.

VIII. Records.

Each Party shall keep accurate books, records, and accounts of rate calculations and cases, fees, costs, disbursements, utilities maps, plans and as built drawings, inspections, state reports, and all other matters affecting the substance of this Agreement. Upon reasonable notice, any Party or its agent shall be entitled to examine and inspect the books, records and reports of any other Party for the purpose of verifying charges or credits; verifying inspections and condition of facilities or otherwise exercising or protecting any rights or responsibilities under this Agreement in relation to that Party's utility system; except that access to private third-party utility accounts shall be limited to non-identified information without a showing of necessity by the requesting Party or order of a court of competent jurisdiction.

IX. Audits.

A. Cooperation.

The Parties agree to cooperate in connection with any internal or governmental investigation or administrative, regulatory, or judicial proceeding (or governmental audit, with respect to matters relating to this Agreement). Such cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making employees available to the other Party (or their respective insurers, attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, depositions, and providing declarations or affidavits that provide truthful information in connection with any litigation or audit; (ii) appearing at the request of the other Party to give testimony without requiring service of a subpoena or other legal process; (iii) volunteering 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.

B. Expenses.

The Party requesting cooperation shall reimburse the other Party for reasonable direct expenses incurred in connection with providing documents and records required under this paragraph and may require

such expenses to be documented by receipts or other appropriate documentation. Reasonable direct expenses include costs such as copying, postage and similar costs and witness fees; but do not include wages, salaries, benefits, and other employee compensation.

C. Third-Party Proceedings.

Notwithstanding the above, in the case of a third-party proceeding in which the Parties are both named as defendants the Parties may or may not elect to enter into a mutually acceptable joint defense agreement.

X. Default.

In the event that one Party commits a material breach of its obligations under this agreement, the other Party shall provide written Notice of Default to the Party which is deemed to have committed the material breach. The Notice of Default shall specify the Article(s) and Paragraph(s) of this Agreement that is alleged to have been breached, and an explanation of the breach. Unless emergency conditions exist, the Party receiving the Notice shall have 90 calendar days to cure the breach after receipt of the Notice. If the material breach is not cured within 90 calendar days, the Parties agree that Dispute Resolution under Article XII shall be initiated. If a breach is not capable of being cured within 90 days for causes or reasons beyond the breaching Party's control, the Party may remain in breach for an additional 90 days so long as it has commenced and is taking reasonable actions to cure such breach as promptly as practicable.

XI. Technical Standards Committee.

A. Creation of TSC.

The Parties acknowledge the value of ongoing communications for the purpose of consistently exchanging information about the Wastewater System, the Wastewater Treatment Facility, and the Collection System, as well as the administration of this Agreement (together, the "System"). Therefore, the Parties do hereby establish a committee identified as the Technical Standard Committee ("TSC"). The purpose of the TSC is to facilitate the exchange of information, and (a) to exchange reports and updates regarding the System; (b) to report on System improvements that are anticipated, in progress, or completed; (c) to report on Wisconsin DNR-required facilities plans or Regional Service Area Plan amendments that are anticipated, in progress, or completed; (d) to report on inflow/infiltration

and clearwater issues; (e) to exchange and analyze data from water flow meters/dataloggers, sampling, and other operating sources ; (f) discuss reasonable protocols and access to collection systems for inspection, maintenance, testing or other matters; (g) to preview proposed System rates, fees, and billing budgets and initiatives ; (h) to facilitate dispute resolution before invoking the formal dispute resolution options set forth Article XII and (i) to establish and to maintain procedures and protocols for compliance with this Agreement. The Parties further acknowledge that to accomplish the preceding purposes it will be necessary to freely and consistently exchange information in a spirit of cooperation and transparency.

B. Composition of the TSC.

The TSC will consist of engineering or technical representatives from the City and each District.

C. TSC Meetings.

The TSC will meet as needed, but at least twice per year. The City's Director of Public Works, or his or her designee, will prepare and circulate the meeting agenda based on the items submitted by any Party. Except as required by law, the Parties do not contemplate their sessions to constitute a "meeting" under the Chapter 19 of the Wisconsin Statutes.

XII. Dispute Resolution.

A. Pre-formal Action.

Prior to the initiation of any formal action between the Parties, including but not limited to litigation, the Parties agree to meet and confer with regard to any disputes under this Agreement. This requirement may be initiated by either Party by written request delivered to the other Party as provided in Article XXIII. The Parties shall meet and confer within 30 calendar days of the Party receiving the request from the initiating Party.

B. Mediation/Arbitration.

As a condition precedent to the initiation of litigation the Parties shall engage in formal mediation conducted by a mutually-selected mediator experienced in the topic at issue. The costs of the mediator shall be shared equally. If the Parties are unable to agree on the mediator, the selection shall be made from a panel list submitted by the State of Wisconsin Department of Administration – Municipal Boundary Review by a process of alternate striking from the panel list.

C. Formal Action.

In the event the Parties are unable to resolve their dispute, either Party may file an action with a court of competent jurisdiction.

XIII. Reopeners, Amendments and Extensions of the Agreement

A. Amendments/ Reopening of the Agreement.

The Parties recognize that wastewater collection and treatment are a highly regulated industry and that capacity and legal requirements may change over the term of the Agreement potentially necessitating reopening of the Agreement. During the term of this Agreement, either Party may request that a section of the Agreement be reopened or amended. The Parties agree that if the request relates to the following, the Parties shall meet and confer on the request and that the Agreement shall be amended as may be agreed upon to adequately address the following conditions:

1. Substantial or material changes in the method for calculating rates for wastewater treatment and services
2. A change in law or permit requirements substantially and materially altering operations under the terms of this Agreement which cannot be adequately addressed within the rate model.
3. A substantial and continuing failure of the District to comply with loading, capacity and flow allocations, as set forth in this Agreement.
4. When significant and/or unforeseen events or circumstances arise substantially and materially affecting operations of either the District or City system which cannot be adequately addressed within the rate model.

Upon failure to reach an agreed upon amendment in relation to the above conditions, the Parties agree to engage a mediator to assist in resolution of the necessary amendment.

This Agreement may be otherwise amended by the Parties from time to time to address additional issues not within the above categories. However, except as otherwise provided in this Agreement, no amendment, variation or waiver of any term of this Agreement shall be enforceable by any Party unless it is in writing and signed by both Parties.

B. Extension of the Agreement.

This Agreement shall automatically extend in 5-year increments unless notice of the City's or District's desire to renegotiate the agreement shall be provided in writing to the other Party no later than 1 year prior to the original termination date or 1 year prior to the termination date of the extension.

C. Early Termination.

The District may terminate this Agreement prior to the original termination date or the termination date of any extension with two years prior notice to the City. The City may not terminate this Agreement prior to the original termination date or the termination date of any extension except in the case of material breach/default or failure of dispute resolution, then may only terminate by providing the District two years notice, or as a result of a court order.

D. No Reimbursement.

Upon termination of this Agreement for any reason, any and all fees, charges, and other payments made by the District to the City shall be non-refundable whether made under this Agreement or any other agreement between the Parties relating to the provision of wastewater transmission or treatment services, whether those fees, charges, or other payments were made for capital investment or for operations and maintenance of the City's Wastewater System, or for any other reason related the provision of Services including, but not limited to the cost of permits or plan/document review.

XIV. Whole Agreement.

This Agreement including any written and duly executed amendments thereto contains the entire understanding of the Parties with respect to the subject

matter hereof. There are no restrictions, promises, warranties, covenants, or understandings other than those expressly set forth in this Agreement and Amendments executed as provided in this Agreement. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to the subject matter hereof.

XV. Liability.

The City shall not be responsible or liable to the District for any loss caused by any breakdown or failure of the Collection Systems, Wastewater Treatment Facility or any appurtenant or ancillary assets contemplated by this Agreement.

LIABILITY AND HOLD HARMLESS: Subject to any limitations contained in Secs. 893.80, 893.83, 345.05, and any similar statute, of the Wisconsin Statutes, each party (the indemnifying party) agrees to hold the other party, 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 Indemnifying Party's officers, employees or agents while acting within the scope of their employment.

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.

Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including but not limited to section 345.05, 893.80 and 893.83 of the Wisconsin Statutes 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.

XVI. 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 provision of this agreement.

XVII. Counterparts of Agreement.

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 and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

XVIII. Performance Standard.

This Agreement requires the Parties to act or to refrain from acting on a number of matters. The Parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a Party, the consent or approval shall not be unreasonably withheld, conditioned, or delayed.

In addition, each Party agrees to provide information to assist the other in obtaining the necessary permits from the Wisconsin Department of Natural Resources, or any other governmental authority, for the receipt and provision of wastewater conveyance and treatment service in accordance with this Agreement.

XIX. Not Construed Against Any Party.

This Agreement is the product of negotiation between the Parties hereto and no term, covenant, or provision herein or the failure to include a term, covenant or provision shall be construed against any Party hereto solely on the basis that one Party or the other drafted this Agreement or any term, covenant, or condition contained herein. The captions appearing in this Agreement are inserted solely for convenience but shall never be considered or given any effect in construing this Agreement if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

XX. No Waiver.

Failure of any 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.

XXI. Severability.

If any term, covenant, condition or provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby. The Parties, in good faith, shall meet and confer and will substitute a valid and enforceable provision as similar as possible to the provision at issue. The remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

XXII. Governing Law / Venue.

The laws of the State of Wisconsin shall govern the interpretation, construction and provisions relating to service under this Agreement. Winnebago County shall be the venue for all disputes arising under this Agreement.

All references to statutes, regulations and ordinances shall include any future renumberings, recodifications or amendments upon passage and publication in compliance with law.

XXIII. 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 an officer or 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, (iii) upon transmission if by facsimile or (iv) upon transmission by email. 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
Department of Public Works
215 Church Avenue
Post Office Box 1130
Oshkosh, WI, 54903-1130
Attn: Director of Public Works

With a copy to: City of Oshkosh
City Attorney's Office
215 Church Avenue
Post Office Box 1130
Oshkosh, WI, 54903-1130

Attn: City Attorney

If to the District: Black Wolf Sanitary District No. 1
6283 County Road R
Oshkosh, WI 54902

With a copy to: Dempsey Law Firm, LLP
10 Forest Avenue, Suite 200
Fond du Lac, WI 54935

XXIV. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the Party for whom they are signing.

IN WITNESS WHEREOF, the designated and authorized representatives of the City of Oshkosh and the District, by virtue of directions of their respective governing bodies, have executed this Agreement on the dates indicated below. This Agreement becomes effective as of the latest date of the signatures below.

[The remainder of this page is blank. Signature pages to follow]

Dated this _____ day of _____, 2025 for the City of Oshkosh, Wisconsin.

CITY OF OSHKOSH, WISCONSIN

Rebecca Grill, City Manager

Cheryl Pionke, Interim City Clerk

Approved

Lynn A. Lorensen, City Attorney

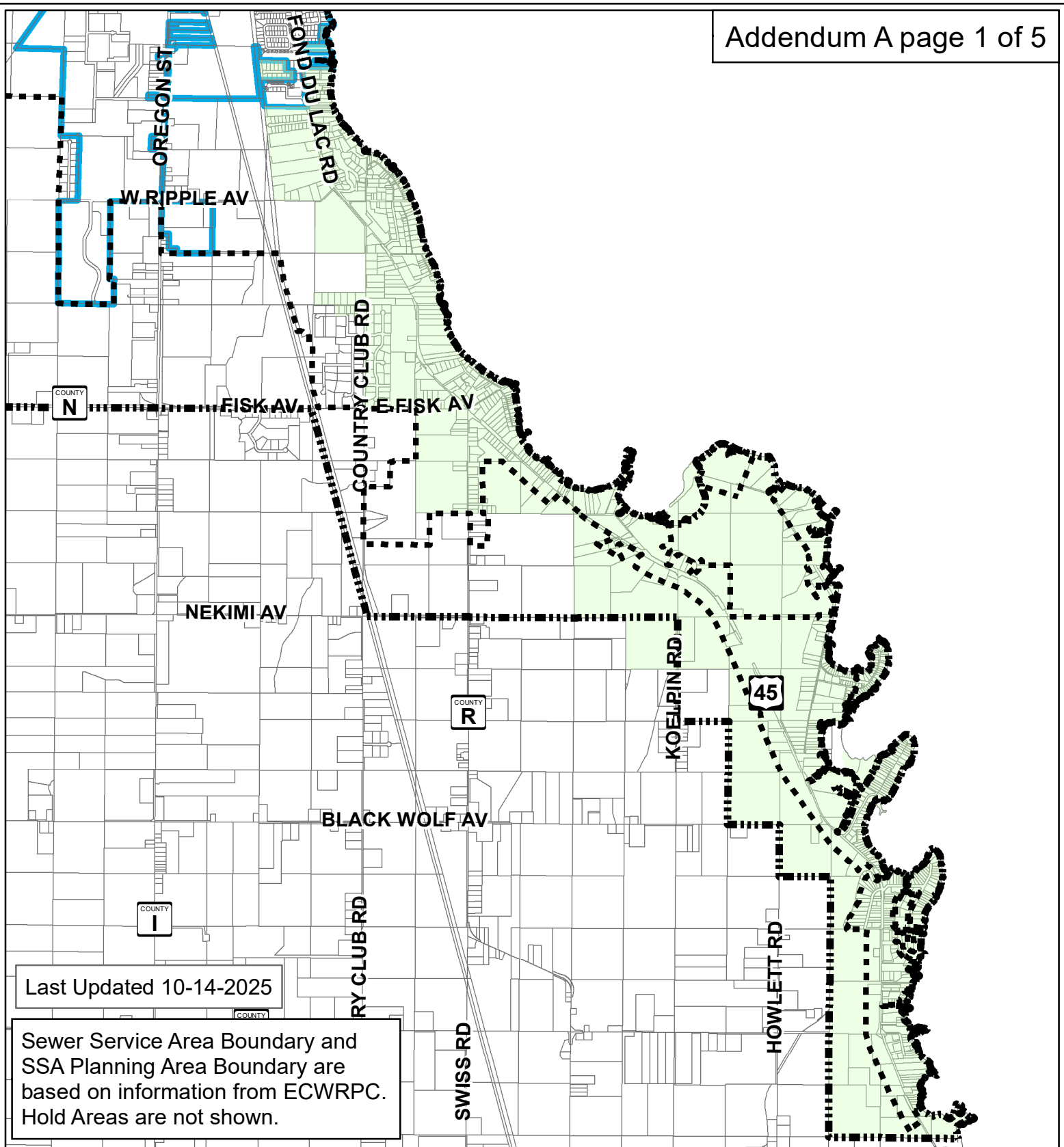
Dated this _____ day of _____, 2025 for the Black Wolf
Sanitary District No. 1.

BLACK WOLF SANITARY DISTRICT NO. 1

District Chairman

District Secretary

Addendum A – District Boundaries & Connection Points
Addendum B – Contractual Flow and Pollutant Loading
Addendum C – Current Rate Structure
Addendum D – District Specific Terms and Conditions
Addendum E – Purchase of Additional Capacity

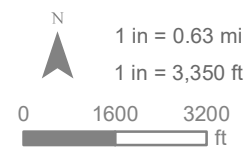


Last Updated 10-14-2025

Sewer Service Area Boundary and SSA Planning Area Boundary are based on information from ECWRPC. Hold Areas are not shown.

Black Wolf Sanitary District

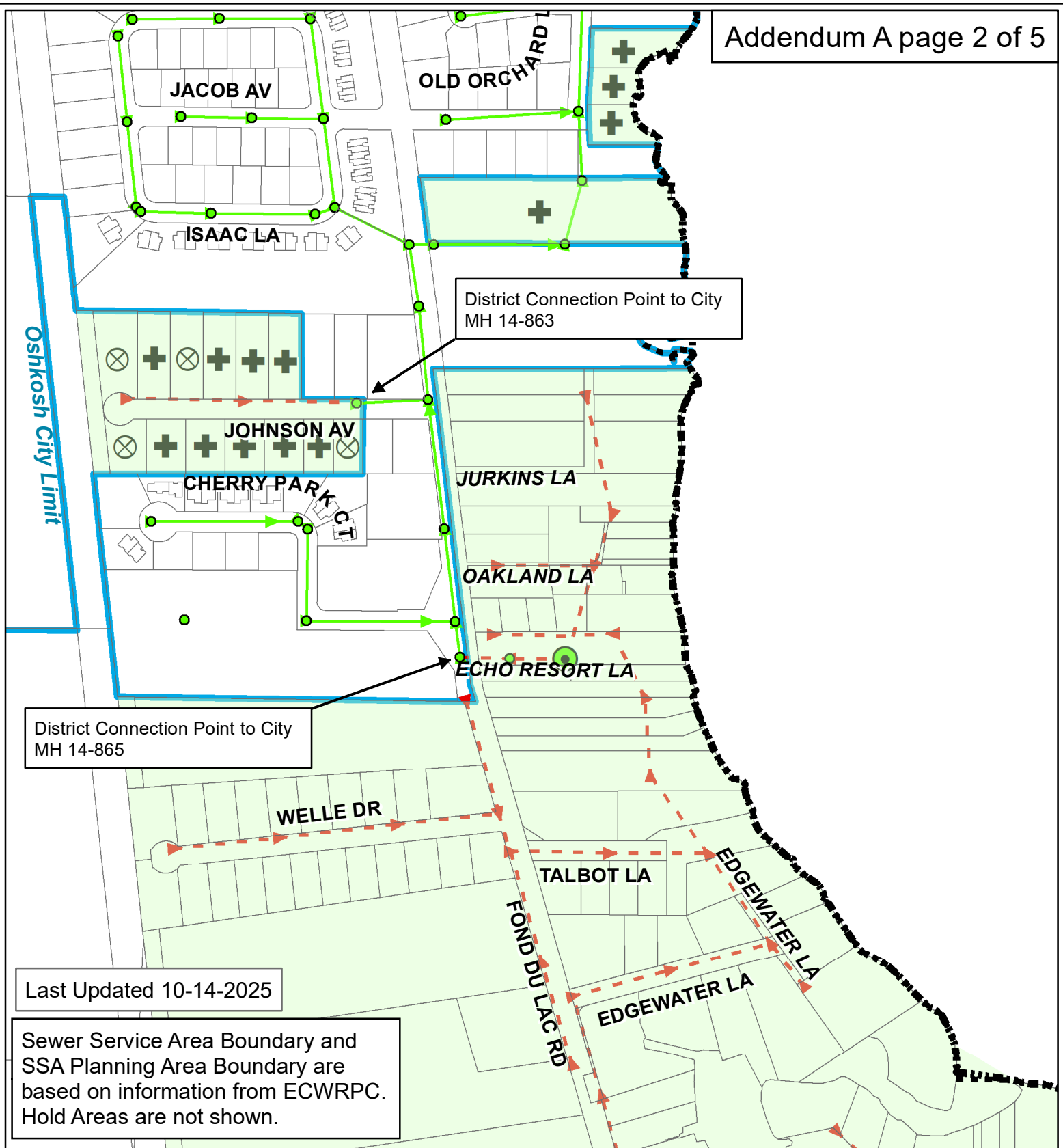
- Sewer Service Area Boundary
- SSA Planning Area Boundary
- Town of Black Wolf Sanitary District No. 1
- Winnebago County Parcels
- City of Oshkosh Municipal Boundary Line



Printing Date: 10/14/2025

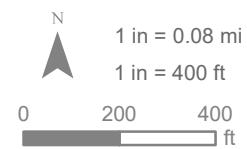
Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



Black Wolf Sanitary District

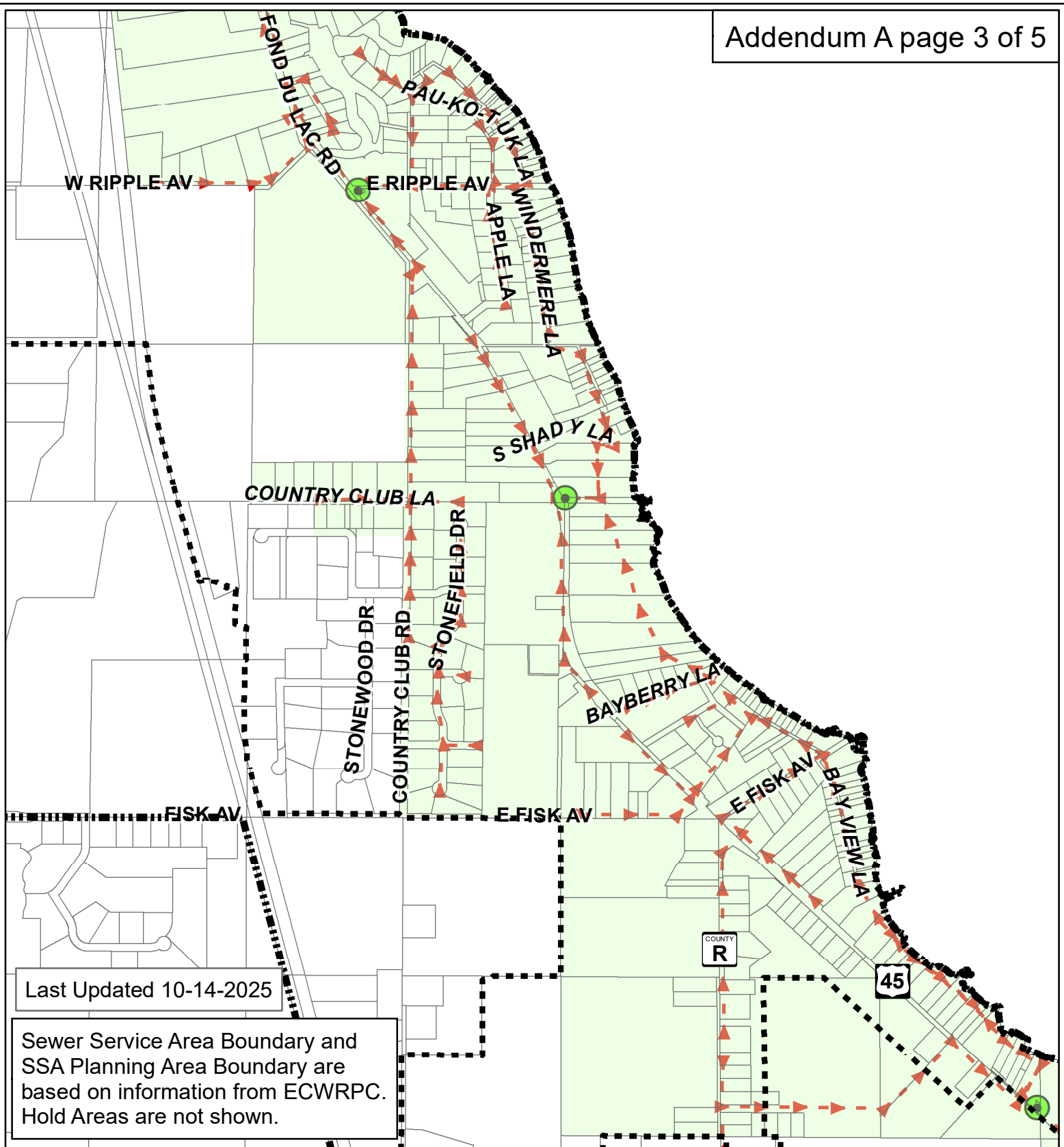
- | | | | |
|-----------------------------|--|-------------------------|---|
| Sewer Service Area Boundary | Town of Black Wolf Sanitary District No. 1 | Sanitary Lift Stations | City of Oshkosh Municipal Boundary Line |
| SSA Planning Area Boundary | REC Units District | City Sanitary Sewer | |
| Winnebago County Parcels | Not Served | District Sanitary Sewer | |



Printing Date: 10/14/2025

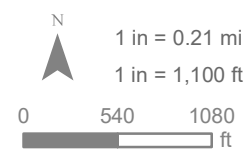
Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



Black Wolf Sanitary District

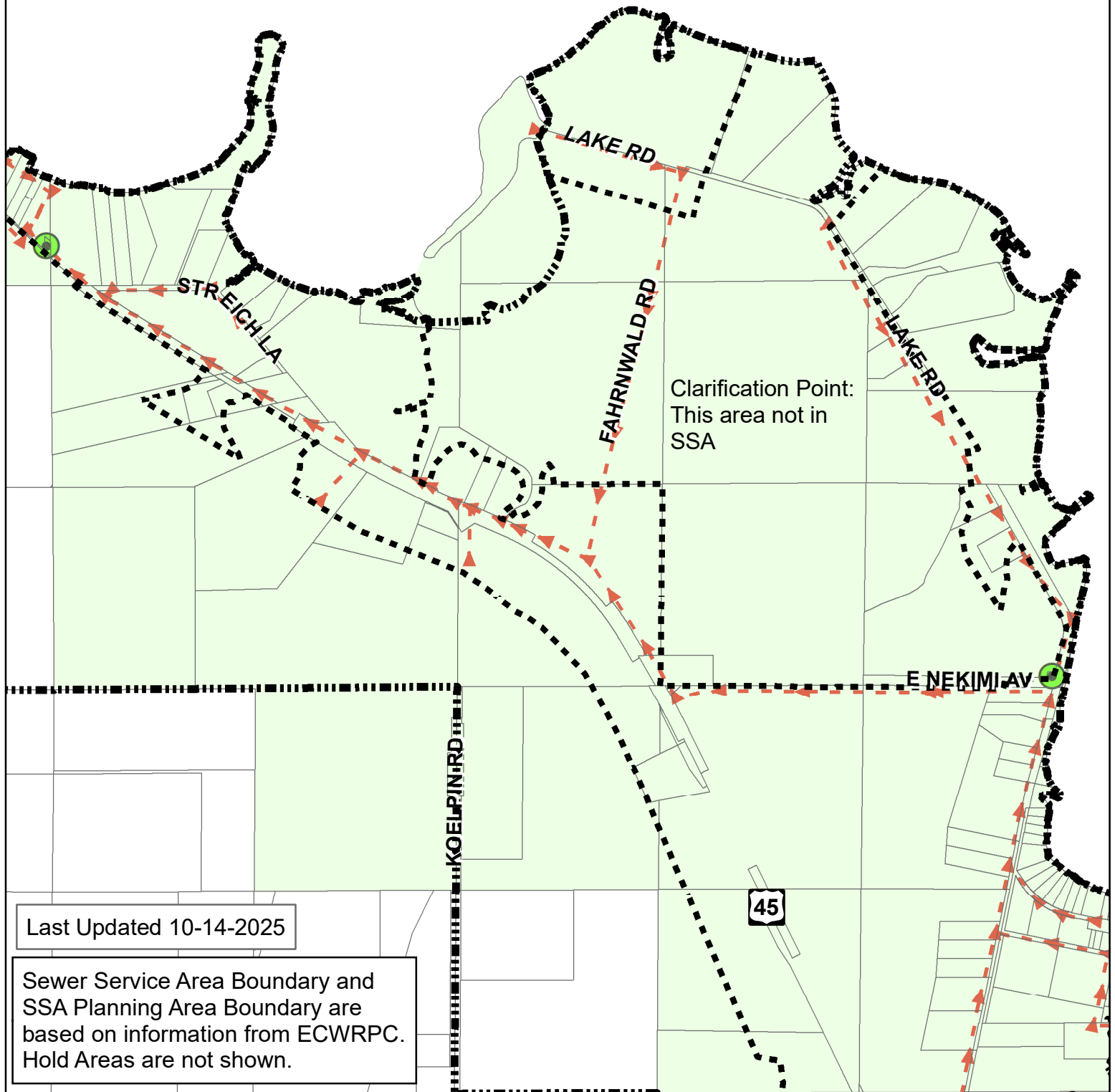
- | | | | | | |
|--|-----------------------------|--|--|--|-------------------------|
| | Sewer Service Area Boundary | | Town of Black Wolf Sanitary District No. 1 | | District Sanitary Sewer |
| | SSA Planning Area Boundary | | Sanitary Lift Stations | | |
| | Winnebago County Parcels | | | | |



Printing Date: 10/14/2025

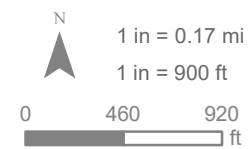
Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



Black Wolf Sanitary District

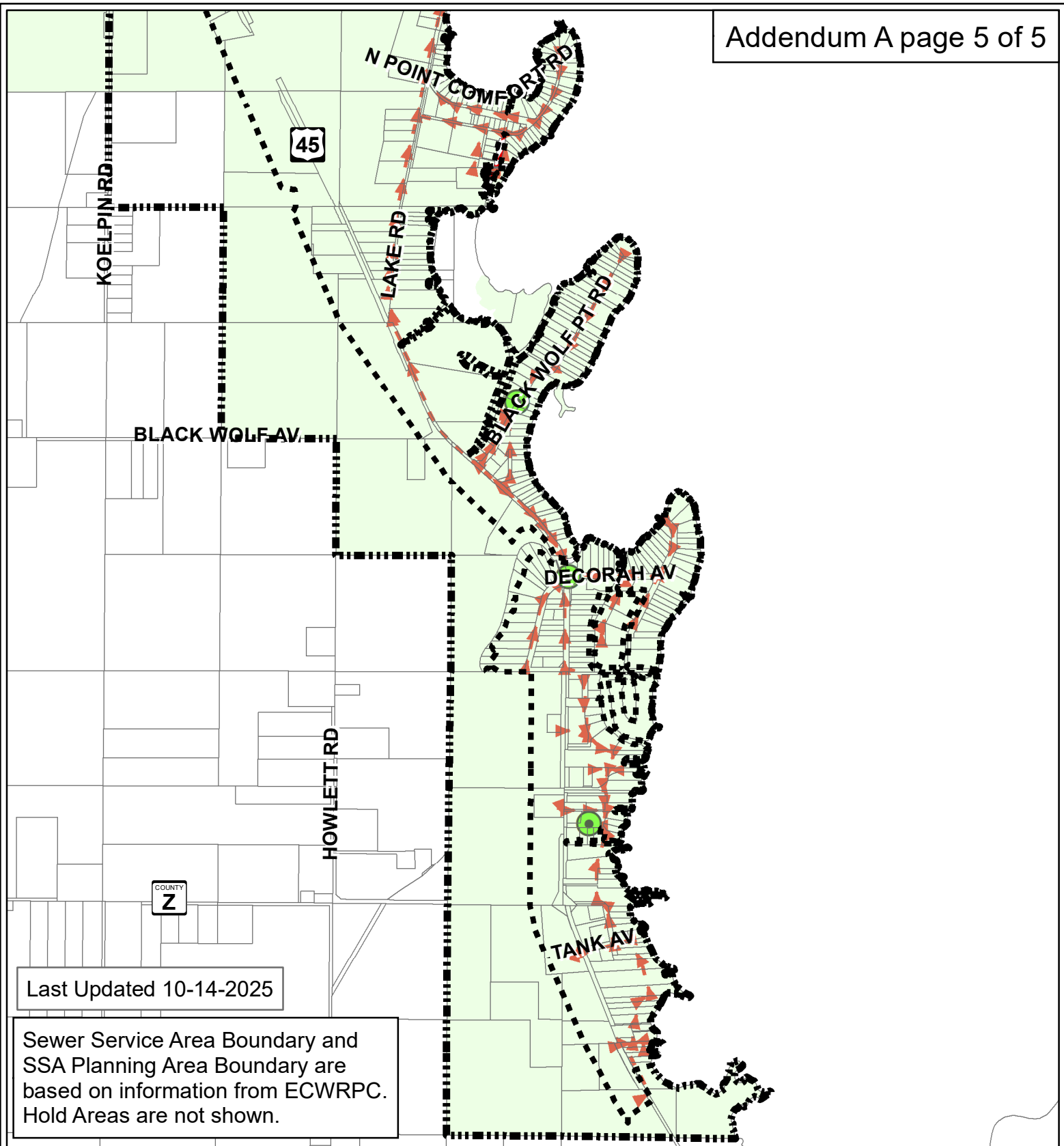
- | | | | | | |
|--|-----------------------------|--|--|--|-------------------------|
| | Sewer Service Area Boundary | | Town of Black Wolf Sanitary District No. 1 | | District Sanitary Sewer |
| | SSA Planning Area Boundary | | Sanitary Lift Stations | | |
| | Winnebago County Parcels | | | | |



Printing Date: 10/14/2025

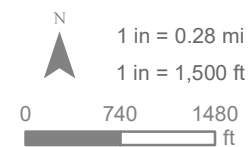
Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



Black Wolf Sanitary District

-  Sewer Service Area Boundary
 SSA Planning Area Boundary
 Winnebago County Parcels
 Town of Black Wolf Sanitary District No. 1
 Sanitary Lift Stations
 District Sanitary Sewer



Printing Date: 10/14/2025

Prepared by: City of Oshkosh, WI



City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer

ADDENDUM B

City of Oshkosh WWTP

Flow Capacity Allocations (in Million Gallons/Day)

		Annual Average Daily Flow (MGD)	Maximum Month Avg Daily Flow (MGD)	Maximum Week Avg Daily Flow (MGD)	Maximum Day Flow (MGD)	Maximum Hour Flow (GAL/HR)
Designated Management Agency	%					
Oshkosh WWTP	100%	20	35	45	80	4,166,667
Town of Black Wolf SD	1.60%	0.32	0.56	0.72	1.28	66,667

Note: Flow capacity, particularly at maximum levels, may be limited by the current modelling effort, which may identify sewer capacity issues within the Collection System.

September 18, 2025

SEWER USER RATE STUDY UPDATE:

City of Oshkosh, WI

2025 Sanitary District User Rate Model Calculations



Prepared by:

Ehlers
N19W24400 Riverwood Drive
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Outside User Rate Calculations 2024 Actual WWTP Flows and Loadings



City of Oshkosh, WI

	Flow (CCF)	BOD (Lbs)	TSS (Lbs)	P (Lbs)	NH3-N (Lbs)
Inside Customers					
Residential	900,890	1,798,413	2,248,016	50,580	162,981
Commercial	360,371	719,395	899,244	20,233	65,195
Multi-Family	215,743	430,680	538,350	12,113	39,030
Industrial	134,080	267,659	334,574	7,528	24,257
Municipal & Public	328,668	656,108	820,134	18,453	59,460
Subtotal Inside Customers	1,939,752	3,872,254	4,840,317	108,907	350,923
Outside Customers					
Algoma SD	260,087	405,627	405,627	16,225	40,563
Sunset SD	4,966	7,745	7,745	310	774
Blackwolf SD	66,220	103,275	103,275	4,131	10,328
Island View SD	19,601	30,569	30,569	1,223	3,057
Edgewood Shangri-la SD	2,889	4,506	4,506	180	451
Winnebago SD	2,800	4,367	4,367	175	437
Subtotal Outside Billable	356,563	556,089	556,089	22,244	55,609
High Strength Industrial					
Amcor Health Packaging		1,645	70,640	-	-
Reworld Solutions (FNA Convanta)		25,866	1,380	-	-
Hydrite Chemical Co		-	-	-	21,745
JJ Keller		35	159	-	-
Kingsbury		-	-	-	-
Meritor Industrial Products		272	312	2	31
Oshkosh 333		-	35,067	3,147	2,936
Oshkosh 500 Waukau		2,747	812	103	224
Oshkosh 2737		6,370	5,464	171	1,770
Oshkosh Correctional Inst 1700		49,223	8,367	-	543
Oshkosh Correctional Inst 1730		33,254	5,653	-	367
Pepsi Cola		148,663	5,320	24	-
Winnebago Co. Landfill		-	-	-	10,131
Winnebago Co. Landfill II- Combined Cells		1,083	-	-	22,556
Subtotal High Strength Industrial Billable	-	269,159	133,174	3,447	60,304
Wastehaulers					
Septic Tank Waste	107	6,026	10,044	201	100
Porta Potty Waste	363	10,203	20,406	567	227
Mixed Loads	15,825	88,847	88,847	4,442	12,340
Holding Tank Waste	1,310	4,086	6,538	163	409
Subtotal Wastehaulers	17,606	109,163	125,835	5,374	13,076
Wastewater Treatment Facility					
Total Billable	2,313,921	4,806,665	5,655,415	139,971	479,911
Inflow/Infiltration (I/I)	3,493,461				
Total WWTF	5,807,382				
Total For Rate Calcs	2,313,921	4,806,665	5,655,415	139,971	479,911
Inside City Customers	1,957,358	4,250,576	5,099,326	117,728	424,302
Inside City and Sanitary Districts (Less Sunset SD)	2,308,955	4,798,920	5,647,671	139,661	479,137

Outside User Rate Calculations 2024 Actual Meter Counts

City of Oshkosh, WI



Meter Size	Total Meters					Total
	Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	8,589	216	64	3	7	8,879
3/4"	12,441	1,113	69	18	53	13,694
1"	180	364	195	26	34	799
1 1/4"						
1 1/2"	2	131	146	20	33	332
2"		152	71	32	80	335
3"		41	2	11	39	93
4"		17	8	6	19	50
6"		4	3		5	12
8"		1			1	2
10"					1	1
12"						
	21,212	2,039	558	116	272	24,197

Meter Size	Equiv. Ratio	Equivalent Meters					Total
		Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	1	8,589	216	64	3	7	8,879
3/4"	1	12,441	1,113	69	18	53	13,694
1"	2.5	450	910	488	65	85	1,998
1 1/4"	3.75	-	-	-	-	-	-
1 1/2"	5	10	655	730	100	165	1,660
2"	8	-	1,216	568	256	640	2,680
3"	15	-	615	30	165	585	1,395
4"	25	-	425	200	150	475	1,250
6"	50	-	200	150	-	250	600
8"	80	-	80	-	-	80	160
10"	125	-	-	-	-	125	125
12"	175	-	-	-	-	-	-
		21,490	5,430	2,299	757	2,465	32,441

Outside User Rate Calculations 2024 Final Sewer Utility Expenses

City of Oshkosh, WI



	ACTUAL 2024	Algoma SD	Sunset	Black Wolf	Island View	Edgewood Shangri-La	Winnebago
<u>SANITARY SEWER - 1920</u>							
Labor	81,163						
Retirement Benefits	11,563						
Insurance Benefits	13,733						
Contractual Services	394,627						
Repairs to Motor Vehicles	0						
Maint Mach/Equip/Bldg/Struct	0						
Maintenance of Sanitary Sewers	750,000						
Maint Mach/Equip/Bldg/Struct	0						
Building Rent	550						
Interfund Charge Backs	431,588						
Chemicals	0						
Miscellaneous	46,499						
Legal Fees	0						
Diesel Fuel	0						
Supplies and Repair Parts	0						
Sewer Maintenance Supplies	19,896						
Safety Equipment	0						
Stone/Gravel/Concrete/Asphalt	0						
Depreciation	2,451,684						
TOTAL SANITARY SEWER	4,201,303						
<u>PUMPING STATIONS - 1930</u>							
Labor	77,565			X	X	X	X
Repair Parts	65,652			X	X	X	X
Gas & Oil	1,141			X	X	X	X
Heat				X	X	X	X
Equipment Rental	313			X	X	X	X
Postage				X	X	X	X
Professional Services	22,307			X	X	X	X
License & Permit	0			X	X	X	X
Office Supplies	364			X	X	X	X
Interfund Charge Backs	2,823			X	X	X	X
Telephone	3,478			X	X	X	X
Chemicals	17,115			X	X	X	X
Utility	174,275			X	X	X	X
Sewer				X	X	X	X
Storm Water				X	X	X	X
Supplies and Repair Parts	8,781			X	X	X	X
Power & Light				X	X	X	X
Insurance	8,575			X	X	X	X
Depreciation (Including Forcemains)	480,327			X	X	X	X
TOTAL PUMPING STATIONS	862,716			X	X	X	X

DISPOSAL PLANT - 1940 - Liquid

Labor	984,993	X	X	X	X	X	X
Retirement Benefits	139,425	X	X	X	X	X	X
Insurance Benefits	205,131	X	X	X	X	X	X
Repair Parts	127,973	X	X	X	X	X	X
Office Supplies	4,066	X	X	X	X	X	X
Gas & Oil	5,376	X	X	X	X	X	X
Heat		X	X	X	X	X	X
Chemicals	804,899	X	X	X	X	X	X
Cont Svcs/Eng & Consulting Fees	380,422	X	X	X	X	X	X
Tools	17,454	X	X	X	X	X	X
Other Supplies	29,853	X	X	X	X	X	X
Telephone	1,439	X	X	X	X	X	X
Utilities	714,077	X	X	X	X	X	X
Interfund Chargebacks	0	X	X	X	X	X	X
Power & Light		X	X	X	X	X	X
Car Allowance	400	X	X	X	X	X	X
Conference & Training	7,693	X	X	X	X	X	X
Insurance	95,494	X	X	X	X	X	X
Depreciation (Incl Interceptor depreciation)	1,111,185	X	X	X	X	X	X
Dues	2,602	X	X	X	X	X	X
Minor Equipment	1,208	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	3,217	X	X	X	X	X	X
Fees & Permits	22,518	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL DISPOSAL PLANT	4,659,425	X	X	X	X	X	X

SOLID DISPOSAL - 1941

Labor	227,500	X	X	X	X	X	X
Retirement Benefits	31,932	X	X	X	X	X	X
Insurance Benefits	53,261	X	X	X	X	X	X
Repair Parts	13,777	X	X	X	X	X	X
Gas & Oil	109	X	X	X	X	X	X
Chemicals	113,478	X	X	X	X	X	X
Insurance	20,327	X	X	X	X	X	X
Contractual Services	0	X	X	X	X	X	X
Depreciation		X	X	X	X	X	X
Maintenance	497	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Miscellaneous	190	X	X	X	X	X	X
Special Services	199,991	X	X	X	X	X	X
Uniforms	1,206	X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Supplies	92,843	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL SOLID DISPOSAL	755,111	X	X	X	X	X	X

LABORATORY - 1945

Labor	87,380	X	X	X	X	X	X
Retirement Benefits	12,408	X	X	X	X	X	X
Insurance Benefits	26,346	X	X	X	X	X	X
Repairs	957	X	X	X	X	X	X
Chemicals	10,791	X	X	X	X	X	X
Other Supplies	292	X	X	X	X	X	X
Insurance	7,119	X	X	X	X	X	X
Depreciation	95	X	X	X	X	X	X
Conference & Training		X	X	X	X	X	X
Office Supplies	39	X	X	X	X	X	X
Conference & Prof Training		X	X	X	X	X	X
Tools & Shop Supplies	8,684	X	X	X	X	X	X
Professional Services		X	X	X	X	X	X
TOTAL LABORATORY	154,112	X	X	X	X	X	X
<u>MAINTENANCE - 1946</u>							
Labor	543,155	X	X	X	X	X	X
Retirement Benefits	76,614	X	X	X	X	X	X
Insurance Benefits	133,156	X	X	X	X	X	X
Motor Vehicle Expense		X	X	X	X	X	X
Contractual Services	4,191	X	X	X	X	X	X
Gas & Oil	2,670	X	X	X	X	X	X
Minor Equipment	3,953	X	X	X	X	X	X
Office Supplies	572	X	X	X	X	X	X
Other Supplies	16,536	X	X	X	X	X	X
Repairs/Maint	16,880	X	X	X	X	X	X
Insurance	55,365	X	X	X	X	X	X
Depreciation	182,063	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	2,009	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Interfund Charge Backs	26,394	X	X	X	X	X	X
TOTAL MAINTENANCE	1,063,558	X	X	X	X	X	X

GENERAL & ADMINISTRATIVE - 1950

Labor	472,464
Retirement Benefits	103,185
Insurance Benefits	109,910
Accounting Loss/Debt Refinancing	
Software Supplies	
Minor Equipment	3,498
Office Supplies/Equipment	7,485
Postage	
Computer Charges	39,623
Telephone	35,442
Misc Fixed Charges	
Contractual Services	
Car Allowance	
Maintenance Office Equipment	253
Professional Services	99,613
Advertising/Marketing	
Other Supplies	232
Audit	9,092
Insurance	23,757
Uncollectable Accounts	98
Depreciation	0
Bond Issue Expense	2,269,544
Bond Service Fees	2,500
Bank Fees	
GASB 68 Pension Exp	
Conference & Training	650
Dues	

TOTAL GENERAL & ADMINISTRATIVE 3,177,346

METER READING - 1951

Labor	0
Retirement Benefits	0
Insurance Benefits	0
Meter Repairs	283,890
GASB 68 Pension Exp	(7,080)
Office Supplies	25,574
Car Allowance	0
Insurance	0

TOTAL METER READING 302,384

PRETREATMENT PROGRAM - 1955

Professional Services	66,760
Licenses & Permits	2,078
Maint Computer	405
Conference/Training	198
Safety Equipment	418
Office Supplies	0

TOTAL PRETREATMENT PROGRAM 69,858

15,245,814

Outside User Rate Calculations

Sewer System Accumulated Depreciation and Net Book Value



City of Oshkosh, WI

Capacity Buy-In Color Code		Original Cost 12/31/2024	Accumulated Depreciation 12/31/2024	Net Book Value 12/31/2024
	LAND	301,288		
1721-00000	PUMPING STATION BLDG.	14,039,856	3,704,111	10,335,746
1731-00000	DISPOSAL PLANT STRUCTURE	22,641,068	13,237,563	9,403,505
1734-00000	INTERCEPTING SEWERS	34,859,726	3,928,713	30,931,014
1743-00000	FORCE MAINS	1,825,382	1,167,224	658,158
1725-00000	PUMPING STATION EQUIP.	6,309,169	3,928,167	2,381,002
1735-00000	DISPOSAL PLANT EQUIP.	20,701,817	15,328,644	5,373,173
1732-00000	TREATMENT - EQUIPMENT	269,991	37,210	232,781
1785-00000	MAINTENANCE EQUIP.	162,812	162,812	0
1795-00000	LABORATORY EQUIP.	31,146	31,146	0
1788-00000	MOTOR VEHICLES	2,424,520	1,783,382	641,138
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	87,103,125	21,800,467	65,302,659
1745-00000	SERVICES	11,670,461	486,891	11,183,571
1727-00000	SAN. SEWER TOOLS & MISC. EQUIP	169,734	169,734	0
1738-00000	POWER OPERATED EQUIPMENT	39,176	10,105	29,071
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		213,906,713	77,133,609	136,471,817

Capacity Buy-In Calculation

	Intercepting Sewers	3,928,713
	Pumping & Disposal Plant & Equipment	40,085,432
	Total	44,014,145
	Buy-in per 0.1% Capacity - WWTP	44,014

Additional Buy-in Lift Stations

	Lift-Station Cost	8,799,502
	Buy-in per 0.1% Capacity Allocation	8,800

Buy-in per 0.1% Capacity - WWTP & Lift Stations **52,814**

Outside User Rate Calculations

Recovery of Return on Net Investment Rate Base (ROI)



City of Oshkosh, WI

Depreciation and Rate of Return for Sanitary Districts

2024 Net Asset Value	136,471,817
x ROR	3.90%
Return on Investment	5,319,950
2024 Depreciation Expense (Audit)	4,225,355
Total Return on Investment + Depreciation	9,545,305

Equivalent Rate of Return for City Customers

Debt Service Payments	8,677,550
Debt Coverage	867,755
Total Capital Recovery	9,545,305
Less: Depreciation	4,225,355
Return on Investment	5,319,950
2024 Net Asset Value	136,471,817
Overall Rate of Return	3.90%

Breakdown of ROI Into Collection System and Treatment Plant

Collection System	\$77,156,439
Return on Investment (ROI)%	3.90%
Collection System ROI for Test Year	\$3,007,715
Pumping Stations and Force mains	\$13,374,905
Return on Investment (ROI)%	3.90%
Pumping Station ROI for Test Year	\$521,381
Treatment Plant and Interceptors (All SD Customers)	\$45,940,473
Return on Investment (ROI)%	3.90%
Treatment Plant and Interceptor ROI for Test Year	\$1,790,853

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	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Operating & Maintenance																	
Sanitary Sewer																	
Labor	80%						10%	10%	\$81,163	\$64,930	\$0	\$0	\$0	\$0	\$0	\$8,116	\$8,116
Retirement Benefits	80%						10%	10%	\$11,563	\$9,250	\$0	\$0	\$0	\$0	\$0	\$1,156	\$1,156
Insurance Benefits	80%						10%	10%	\$13,733	\$10,986	\$0	\$0	\$0	\$0	\$0	\$1,373	\$1,373
Contractual Services	80%						10%	10%	\$394,627	\$315,702	\$0	\$0	\$0	\$0	\$0	\$39,463	\$39,463
Repairs to Motor Vehicles	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance of Sanitary Sewers	80%						10%	10%	\$750,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Maint Mach/Equip/Bldg/Struct	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Rent	80%						10%	10%	\$550	\$440	\$0	\$0	\$0	\$0	\$0	\$55	\$55
Interfund Charge Backs	80%						10%	10%	\$431,588	\$345,270	\$0	\$0	\$0	\$0	\$0	\$43,159	\$43,159
Chemicals	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	80%						10%	10%	\$46,499	\$37,199	\$0	\$0	\$0	\$0	\$0	\$4,650	\$4,650
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%	\$19,896	\$15,917	\$0	\$0	\$0	\$0	\$0	\$1,990	\$1,990
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%	\$1,749,619	\$1,399,695	\$0	\$0	\$0	\$0	\$0	\$174,962	\$174,962
Pumping Stations																	
Labor	90%						5%	5%	\$77,565	\$69,809	\$0	\$0	\$0	\$0	\$0	\$3,878	\$3,878
Repair Parts	90%						5%	5%	\$65,652	\$59,087	\$0	\$0	\$0	\$0	\$0	\$3,283	\$3,283
Gas & Oil	90%						5%	5%	\$1,141	\$1,027	\$0	\$0	\$0	\$0	\$0	\$57	\$57
Heat	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Rental	90%						5%	5%	\$313	\$282	\$0	\$0	\$0	\$0	\$0	\$16	\$16
Postage	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	90%						5%	5%	\$22,307	\$20,076	\$0	\$0	\$0	\$0	\$0	\$1,115	\$1,115
License & Permit	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	90%						5%	5%	\$364	\$328	\$0	\$0	\$0	\$0	\$0	\$18	\$18
Interfund Charge Backs	90%						5%	5%	\$2,823	\$2,541	\$0	\$0	\$0	\$0	\$0	\$141	\$141
Telephone	90%						5%	5%	\$3,478	\$3,130	\$0	\$0	\$0	\$0	\$0	\$174	\$174
Chemicals	90%						5%	5%	\$17,115	\$15,404	\$0	\$0	\$0	\$0	\$0	\$856	\$856
Utility	90%						5%	5%	\$174,275	\$156,848	\$0	\$0	\$0	\$0	\$0	\$8,714	\$8,714
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%	\$8,781	\$7,903	\$0	\$0	\$0	\$0	\$0	\$439	\$439
Power & Light	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	90%						5%	5%	\$8,575	\$7,718	\$0	\$0	\$0	\$0	\$0	\$429	\$429
Subtotal Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$382,389	\$344,150	\$0	\$0	\$0	\$0	\$0	\$19,119	\$19,119
Disposal Plant																	
Labor	33%	25%	22%	22%	5%	5%	5%	5%	\$984,993	\$0	\$325,048	\$246,248	\$216,698	\$49,250	\$49,250	\$49,250	\$49,250
Retirement Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$139,425	\$0	\$46,010	\$34,856	\$30,674	\$6,971	\$6,971	\$6,971	\$6,971
Insurance Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$205,131	\$0	\$67,693	\$51,283	\$45,129	\$10,257	\$10,257	\$10,257	\$10,257
Repair Parts	33%	25%	22%	22%	5%	5%	5%	5%	\$127,973	\$0	\$42,231	\$31,993	\$28,154	\$6,399	\$6,399	\$6,399	\$6,399
Office Supplies	33%	25%	22%	22%	5%	5%	5%	5%	\$4,066	\$0	\$1,342	\$1,017	\$895	\$203	\$203	\$203	\$203
Gas & Oil	33%	25%	22%	22%	5%	5%	5%	5%	\$5,376	\$0	\$1,774	\$1,344	\$1,183	\$269	\$269	\$269	\$269
Heat	33%	25%	22%	22%	5%	5%	5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemicals	57%				43%			0%	\$804,899	\$0	\$458,792	\$0	\$0	\$346,107	\$0	\$0	\$0
Cont Svcs/Eng & Consult Fees	33%	25%	22%	22%	5%	5%	5%	5%	\$380,422	\$0	\$125,539	\$95,106	\$83,693	\$19,021	\$19,021	\$19,021	\$19,021
Tools	32%	30%	26%	26%	7%	5%		0%	\$17,454	\$0	\$5,585	\$5,236	\$4,538	\$1,222	\$873	\$0	\$0
Other Supplies	32%	30%	26%	26%	7%	5%		0%	\$29,853	\$0	\$9,553	\$8,956	\$7,762	\$2,090	\$1,493	\$0	\$0
Telephone	32%	30%	26%	26%	7%	5%		0%	\$1,439	\$0	\$460	\$432	\$374	\$101	\$72	\$0	\$0
Water	32%	30%	26%	26%	7%	5%		0%	\$714,077	\$0	\$228,505	\$214,223	\$185,660	\$49,985	\$35,704	\$0	\$0
Storm Water	32%	30%	26%	26%	7%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Power & Light	33%	34%	21%	21%	5%	7%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Car Allowance	33%	34%	21%	21%	5%	7%		0%	\$400	\$0	\$132	\$136	\$84	\$20	\$28	\$0	\$0
Conference & Training	33%	25%	22%	22%	5%	5%	5%	5%	\$7,693	\$22	\$2,539	\$1,923	\$1,692	\$385	\$385	\$385	\$385
Insurance	33%	25%	22%	22%	5%	5%	5%	5%	\$95,494	\$0	\$31,513	\$23,874	\$21,009	\$4,775	\$4,775	\$4,775	\$4,775
Dues	33%	25%	22%	22%	5%	5%	5%	5%	\$2,602	\$0	\$859	\$651	\$572	\$130	\$130	\$130	\$130

	Allocation Percentages									WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn	
										System								
Equipment Rental		32%	30%	26%	7%	5%		0%	\$1,208	\$0	\$387	\$362	\$314	\$85	\$60	\$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%	\$3,217	\$0	\$1,062	\$1,094	\$676	\$161	\$225	\$0	\$0	
Fees & Permits		33%	34%	21%	5%	7%		0%	\$22,518	\$0	\$7,431	\$7,656	\$4,729	\$1,126	\$1,576	\$0	\$0	
Subtotal Disposal Plant	0%	38%	20%	18%	14%	4%	3%	3%	\$3,548,240	\$0	\$1,356,455	\$726,389	\$633,835	\$498,554	\$137,690	\$97,659	\$97,659	
Solid Disposal																		
Labor		43%	25%	22%	5%	5%		0%	\$227,500	\$0	\$97,825	\$56,875	\$50,050	\$11,375	\$11,375	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$31,932	\$0	\$13,731	\$7,983	\$7,025	\$1,597	\$1,597	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$53,261	\$0	\$22,902	\$13,315	\$11,717	\$2,663	\$2,663	\$0	\$0	
Repair Parts		33%	34%	21%	5%	7%		0%	\$13,777	\$0	\$4,546	\$4,684	\$2,893	\$689	\$964	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$109	\$0	\$47	\$27	\$24	\$5	\$5	\$0	\$0	
Chemicals		57%			43%			0%	\$113,478	\$0	\$64,682	\$0	\$0	\$48,796	\$0	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$20,327	\$0	\$8,741	\$5,082	\$4,472	\$1,016	\$1,016	\$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%	\$497	\$0	\$164	\$169	\$104	\$25	\$35	\$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%	\$190	\$0	\$63	\$65	\$40	\$10	\$13	\$0	\$0	
Special Services		43%	25%	22%	5%	5%		0%	\$199,991	\$0	\$85,996	\$49,998	\$43,998	\$10,000	\$10,000	\$0	\$0	
Uniforms		43%	25%	22%	5%	5%		0%	\$1,206	\$0	\$519	\$302	\$265	\$60	\$60	\$0	\$0	
Landfill Fees		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Adjustment to Audit		43%	25%	22%	5%	5%		0%	(\$87,620)	\$0	(\$37,677)	(\$21,905)	(\$19,276)	(\$4,381)	(\$4,381)	\$0	\$0	
Supplies		43%	25%	22%	5%	5%		0%	\$92,843	\$0	\$39,922	\$23,211	\$20,425	\$4,642	\$4,642	\$0	\$0	
Subtotal Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$667,491	\$0	\$301,462	\$139,805	\$121,738	\$76,496	\$27,990	\$0	\$0	
Laboratory																		
Labor		30%	35%	15%	10%	10%		0%	\$87,380	\$0	\$26,214	\$30,583	\$13,107	\$8,738	\$8,738	\$0	\$0	
Retirement Benefits		30%	35%	15%	10%	10%		0%	\$12,408	\$0	\$3,722	\$4,343	\$1,861	\$1,241	\$1,241	\$0	\$0	
Insurance Benefits		30%	35%	15%	10%	10%		0%	\$26,346	\$0	\$7,904	\$9,221	\$3,952	\$2,635	\$2,635	\$0	\$0	
Repairs		30%	35%	15%	10%	10%		0%	\$957	\$0	\$287	\$335	\$144	\$96	\$96	\$0	\$0	
Chemicals		30%	35%	15%	10%	10%		0%	\$10,791	\$0	\$3,237	\$3,777	\$1,619	\$1,079	\$1,079	\$0	\$0	
Other Supplies		30%	35%	15%	10%	10%		0%	\$292	\$0	\$88	\$102	\$44	\$29	\$29	\$0	\$0	
Insurance		30%	35%	15%	10%	10%		0%	\$7,119	\$0	\$2,136	\$2,492	\$1,068	\$712	\$712	\$0	\$0	
Office Supplies		30%	35%	15%	10%	10%		0%	\$39	\$0	\$12	\$14	\$6	\$4	\$4	\$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%	\$8,684	\$0	\$2,605	\$3,039	\$1,303	\$868	\$868	\$0	\$0	
Professional Services		30%	35%	15%	10%	10%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$154,017	\$0	\$46,205	\$53,906	\$23,103	\$15,402	\$15,402	\$0	\$0	
Maintenance																		
Labor		43%	25%	22%	5%	5%		0%	\$543,155	\$0	\$233,557	\$135,789	\$119,494	\$27,158	\$27,158	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$76,614	\$0	\$32,944	\$19,154	\$16,855	\$3,831	\$3,831	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$133,156	\$0	\$57,257	\$33,289	\$29,294	\$6,658	\$6,658	\$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%	\$4,191	\$0	\$1,802	\$1,048	\$922	\$210	\$210	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$2,670	\$0	\$1,148	\$668	\$588	\$134	\$134	\$0	\$0	
Minor Equipment		43%	25%	22%	5%	5%		0%	\$3,953	\$0	\$1,700	\$988	\$870	\$198	\$198	\$0	\$0	
Office Supplies		43%	25%	22%	5%	5%		0%	\$572	\$0	\$246	\$143	\$126	\$29	\$29	\$0	\$0	
Other Supplies		43%	25%	22%	5%	5%		0%	\$16,536	\$0	\$7,110	\$4,134	\$3,638	\$827	\$827	\$0	\$0	
Repairs/Maintenance		43%	25%	22%	5%	5%		0%	\$16,880	\$0	\$7,259	\$4,220	\$3,714	\$844	\$844	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$55,365	\$0	\$23,807	\$13,841	\$12,180	\$2,768	\$2,768	\$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%	\$2,009	\$0	\$864	\$502	\$442	\$100	\$100	\$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%	\$26,394	\$0	\$11,349	\$6,598	\$5,807	\$1,320	\$1,320	\$0	\$0	
Subtotal Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$881,495	\$0	\$379,043	\$220,374	\$193,929	\$44,075	\$44,075	\$0	\$0	
General & Administrative																		
Labor	16%	16%	19%	17%	4%	4%	10%	14%	\$472,464	\$75,594	\$75,594	\$89,768	\$80,319	\$18,899	\$18,899	\$47,246	\$66,145	
Retirement Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$103,185	\$16,510	\$16,510	\$19,605	\$17,541	\$4,127	\$4,127	\$10,319	\$14,446	
Insurance Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$109,910	\$17,586	\$17,586	\$20,883	\$18,685	\$4,396	\$4,396	\$10,991	\$15,387	
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%	\$3,498	\$560	\$560	\$665	\$595	\$140	\$140	\$350	\$490	
Office Supplies/Equipment	16%	16%	19%	17%	4%	4%	10%	14%	\$7,485	\$1,198	\$1,198	\$1,422	\$1,273	\$299	\$299	\$749	\$1,048	
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%	\$39,623	\$6,340	\$6,340	\$7,528	\$6,736	\$1,585	\$1,585	\$3,962	\$5,547	
Telephone	16%	16%	19%	17%	4%	4%	10%	14%	\$35,442	\$5,671	\$5,671	\$6,734	\$6,025	\$1,418	\$1,418	\$3,544	\$4,962	
Misc Fixed Charges	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

	Allocation Percentages								WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
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%	\$253	\$40	\$40	\$48	\$43	\$10	\$10	\$25	\$35
Professional Services	16%	16%	19%	17%	4%	4%	10%	14%	\$99,613	\$15,938	\$15,938	\$18,926	\$16,934	\$3,985	\$3,985	\$9,961	\$13,946
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%	\$232	\$37	\$37	\$44	\$39	\$9	\$9	\$23	\$32
Audit	16%	16%	19%	17%	4%	4%	10%	14%	\$9,092	\$1,455	\$1,455	\$1,727	\$1,546	\$364	\$364	\$909	\$1,273
Insurance	16%	16%	19%	17%	4%	4%	10%	14%	\$23,757	\$3,801	\$3,801	\$4,514	\$4,039	\$950	\$950	\$2,376	\$3,326
Uncollectable Accounts	16%	16%	19%	17%	4%	4%	10%	14%	\$98	\$16	\$16	\$19	\$17	\$4	\$4	\$10	\$14
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%	\$650	\$104	\$104	\$123	\$110	\$26	\$26	\$65	\$91
Dues	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal General & Administrative	16%	16%	19%	17%	4%	4%	10%	14%	\$905,302	\$144,848	\$144,848	\$172,007	\$153,901	\$36,212	\$36,212	\$90,530	\$126,742
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%	\$283,890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$283,890
GASB 68 Pension Exp							100%	0%	(\$7,080)	\$0	\$0	\$0	\$0	\$0	\$0	-\$7,080	\$0
Office Supplies							50%	50%	\$25,574	\$0	\$0	\$0	\$0	\$0	\$0	\$12,787	\$12,787
Car Allowance								100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Meter Reading							2%	98%	\$302,384	\$0	\$0	\$0	\$0	\$0	\$0	\$5,707	\$296,677
Pretreatment Program																	
Professional Services		43%	25%	22%	5%	5%		0%	\$66,760	\$0	\$28,707	\$16,690	\$14,687	\$3,338	\$3,338	\$0	\$0
Licenses & Permits		43%	25%	22%	5%	5%		0%	\$2,078	\$0	\$893	\$519	\$457	\$104	\$104	\$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%	\$405	\$0	\$174	\$101	\$89	\$20	\$20	\$0	\$0
Conference/Training		43%	25%	22%	5%	5%		0%	\$198	\$0	\$85	\$49	\$44	\$10	\$10	\$0	\$0
Safety Equipment		43%	25%	22%	5%	5%		0%	\$418	\$0	\$180	\$105	\$92	\$21	\$21	\$0	\$0
Office Supplies		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Pretreatment Program	0%	43%	25%	22%	5%	5%	0%	0%	\$69,858	\$0	\$30,039	\$17,465	\$15,369	\$3,493	\$3,493	\$0	\$0
Total O & M	22%	26%	15%	13%	8%	3%	4%	8%	\$8,660,796	\$1,888,694	\$2,258,052	\$1,329,946	\$1,141,875	\$674,232	\$264,861	\$387,977	\$715,160
Capital Costs																	
Depreciation																	
Sanitary Sewer	80%	0%	0%	0%	0%	0%	10%	10%	\$2,451,684	\$1,961,347	\$0	\$0	\$0	\$0	\$0	\$245,168	\$245,168
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$480,327	\$432,294	\$0	\$0	\$0	\$0	\$0	\$24,016	\$24,016
Disposal Plant	0%	45%	21%	18%	11%	4%	0%	0%	\$1,111,185	\$0	\$501,849	\$232,736	\$202,660	\$127,345	\$46,595	\$0	\$0
Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$95	\$0	\$29	\$33	\$14	\$10	\$10	\$0	\$0
Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$182,063	\$0	\$78,287	\$45,516	\$40,054	\$9,103	\$9,103	\$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%	2%	98%	\$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%	\$3,007,715	\$2,406,172	\$0	\$0	\$0	\$0	\$0	\$300,772	\$300,772
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$521,381	\$469,243	\$0	\$0	\$0	\$0	\$0	\$26,069	\$26,069
Treatment Facility	0%	45%	21%	18%	11%	4%	0%	0%	\$1,790,853	\$0	\$808,810	\$375,092	\$326,619	\$205,236	\$75,096	\$0	\$0
Total Capital Costs									\$9,545,304	\$5,269,057	\$1,388,975	\$653,377	\$569,347	\$341,694	\$130,804	\$596,025	\$596,025
Subtotal Revenue Requirements									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185
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									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185
Summary																	
Allocation of Costs to Function and Classification for User Rates																	

	Allocation Percentages									WWTF						Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
									2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	TKN	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	70%	2%	2%	2%	0%	0%	10%	13%	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	0%	42%	22%	18%	12%	4%	1%	1%	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total	39%	20%	11%	9%	6%	2%	5%	7%	18,206,100	7,157,751	3,647,027	1,983,322	1,711,222	1,015,926	395,665	984,003	1,311,185

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:	Prior Year Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	City Customers Only	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	All Customers except Sunset	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	All Customers	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total		\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185

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	817,139	24,197	\$33.77
Meter/Connection Charge	1,144,322	32,441	\$35.27

Meter Size	Equiv Ratio	Meter/Connection Charge	Customer Charge	Total Fixed Charge
5/8"	1	\$35.27	\$33.77	\$69.04
3/4"	1	\$35.27	\$33.77	\$69.04
1"	2.5	\$88.19	\$33.77	\$121.96
1 1/4"	3.75	\$132.28	\$33.77	\$166.05
1 1/2"	5	\$176.37	\$33.77	\$210.14
2"	8	\$282.20	\$33.77	\$315.97
3"	15	\$529.12	\$33.77	\$562.89
4"	25	\$881.86	\$33.77	\$915.63
6"	50	\$1,763.72	\$33.77	\$1,797.49
8"	80	\$2,821.96	\$33.77	\$2,855.73
10"	125	\$4,409.31	\$33.77	\$4,443.08
12"	175	\$6,173.03	\$33.77	\$6,206.80

Volumetric Charges

Charge Type	Cost	Billable Units (Cu. Ft or lbs)	Rate/Unit
Flow Charge per 100 CF	\$174,887	1,957,358	\$0.09
Conveyance Charge per 100 CF	\$5,912,063	1,939,752	\$3.05
BOD Charge per lb.	\$189,472	4,250,576	\$0.04
TSS Charge per lb.	\$169,270	5,099,326	\$0.03
P Charge per lb.	\$39,705	117,728	\$0.34
NH3-N Charge per lb.	\$39,705	424,302	\$0.09
BOD Charge per 100 CF			\$0.07
TSS Charge per 100 CF			\$0.05
P Charge per 100 CF			\$0.02
NH3-N Charge per 100 CF			\$0.01
Total Volumetric Rate per 100 Cu. Ft			\$3.29

Pumping Stations User Rate Calculations (City, Blackwolf, Island View, Winnebago, Edgewood SD's)

Fixed Charges (Annual)

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	69,205	24,197	\$2.86
Meter/Connection Charge	69,205	32,441	\$2.13

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$2.13	\$2.86	\$4.99
3/4"	1	\$2.13	\$2.86	\$4.99
1"	2.5	\$5.33	\$2.86	\$8.19
1 1/4"	3.75	\$8.00	\$2.86	\$10.86
1 1/2"	5	\$10.67	\$2.86	\$13.53
2"	8	\$17.07	\$2.86	\$19.93
3"	15	\$32.00	\$2.86	\$34.86
4"	25	\$53.33	\$2.86	\$56.19
6"	50	\$106.66	\$2.86	\$109.52
8"	80	\$170.66	\$2.86	\$173.52
10"	125	\$266.66	\$2.86	\$269.52
12"	175	\$373.32	\$2.86	\$376.19

Volumetric Charges

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Conveyance Charge per 100 CF	\$1,245,687	5,524,723	\$0.23
Total Volumetric Rate per 100 Cu. Ft			\$0.23

Treatment Facility User Rate Calculations (All Customers)**Fixed Charges (Annual)**

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	97,659	24,197	\$4.04
Meter/Connection Charge	97,659	32,441	\$3.01

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$3.01	\$4.04	\$7.05
3/4"	1	\$3.01	\$4.04	\$7.05
1"	2.5	\$7.53	\$4.04	\$11.56
1 1/4"	3.75	\$11.29	\$4.04	\$15.32
1 1/2"	5	\$15.05	\$4.04	\$19.09
2"	8	\$24.08	\$4.04	\$28.12
3"	15	\$45.16	\$4.04	\$49.19
4"	25	\$75.26	\$4.04	\$79.30
6"	50	\$150.52	\$4.04	\$154.56
8"	80	\$240.83	\$4.04	\$244.87
10"	125	\$376.30	\$4.04	\$380.34
12"	175	\$526.82	\$4.04	\$530.86

Volumetric Charges (All Customers)

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Flow Charge per 100 CF	\$3,472,139	5,807,382	\$0.60
BOD Charge per lb.	\$1,793,850	4,806,665	\$0.37
TSS Charge per lb.	\$1,541,952	5,655,415	\$0.27
P Charge per lb.	\$976,221	139,971	\$6.97
NH3-N Charge per lb.	\$355,960	479,911	\$0.74
BOD Charge per 100 CF			\$0.58
TSS Charge per 100 CF			\$0.43
P Charge per 100 CF			\$0.44
NH3-N Charge per 100 CF			\$0.12
Total Volumetric Rate per 100 Cu. Ft			\$2.16

Wastehauler Charges

Septic Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$23.46
TSS Charge per 100 Cu. Ft	\$28.62
P Charge per 100 Cu Ft.	\$13.68
NH3-N Charge per 100 Cu. Ft	\$0.78
Total	\$67.23

Holding Tank Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$1.30
TSS Charge per 100 Cu. Ft	\$1.53
P Charge per 100 Cu Ft.	\$0.91
NH3-N Charge per 100 Cu. Ft	\$0.26
Total	\$4.69

Porta Potty Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$11.73
TSS Charge per 100 Cu. Ft	\$17.17
P Charge per 100 Cu Ft.	\$11.40
NH3-N Charge per 100 Cu. Ft	\$0.52
Total	\$41.51

Mixed Load Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$2.35
TSS Charge per 100 Cu. Ft	\$1.72
P Charge per 100 Cu Ft.	\$2.05
NH3-N Charge per 100 Cu. Ft	\$0.65
Total	\$7.45

Rate Summary

	City (Inside)
Fixed charge per connection	\$81.08
Rate per 100 Cu. Ft	\$5.68
BOD rate per lb.	\$0.418
TSS rate per lb.	\$0.306
P rate per lb.	\$7.312
NH3-N Charge per lb.	\$0.835

Outside User Rate Calculations Rate Summary

City of Oshkosh, WI



Monthly Charges - Sunset Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Algoma Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Blackwolf, Winnebago, Island View, Edgewood Sanitary Districts

Volumetric Rate per 100 Cubic Feet	\$2.38
------------------------------------	--------

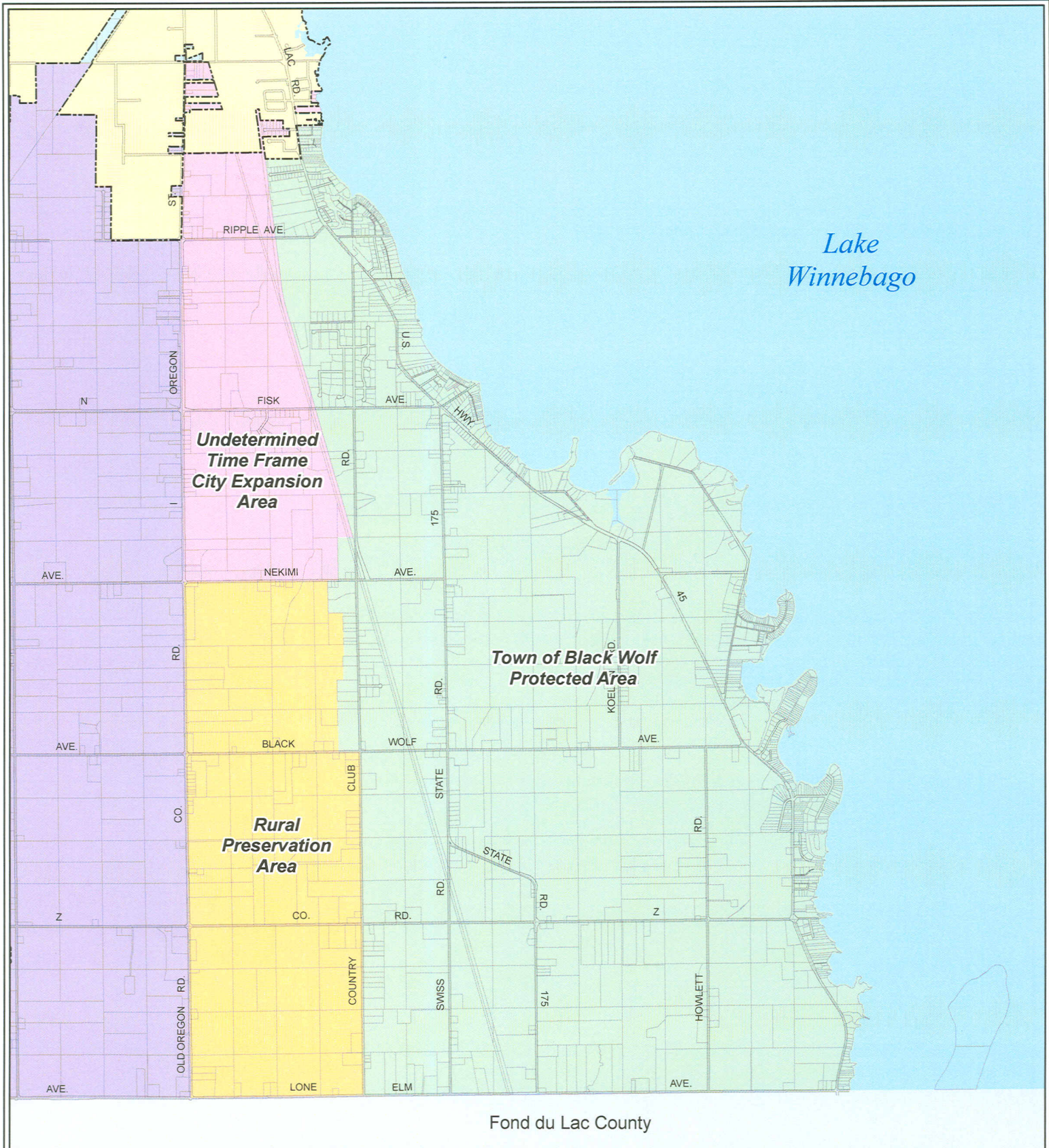
Summary of Projected Revenues by Sanitary District

	Annual Revenue
Algoma SD	\$560,723.64
Sunset SD	\$10,706.12
Blackwolf SD	\$157,694.93
Island View SD	\$46,677.43
Edgewood Shangri-la SD	\$6,879.81
Winnebago SD	\$6,667.86
Totals	\$789,349.79

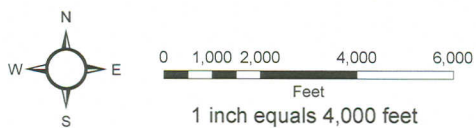
ADDENDUM D

This Addendum presents terms that are unique and targeted to the District. These terms are incorporated into and become part of the Agreement.

- 1) The Parties recognize that the current SSA, boundaries, the District DMA area, and area identified in the Boundary Agreement with the City are not the same; and that the area currently served in Black Wolf is significantly less than the current District DMA area. A map indicating the intended service areas of the parties as identified in the Boundary Agreement is included with this addendum.
- 2) The District may petition for an SSA amendment now or in the future, with any matching reduction in SSA area identified within the District, if required. If an amendment is requested the Parties agree that they will work together in good faith to evaluate the amendment and present necessary information to ECWRPC and WDNR to allow for future development.
- 3) The City will approve connections without unreasonable delay that are within the appropriate SSA and DMA areas and which are not anticipated to exceed the District's allotted flow capacity as set forth in the agreement.
- 4) Concurrent with the execution of this Agreement, the District is purchasing an additional 0.5% of Allocated Capacity, increasing their previous 1.1% to 1.6% Allocated Capacity of the Wastewater Treatment Facility. Pursuant to the formula provided in Addendum E, this purchase shall require an immediate payment of \$264,070.00 to the City. Addendum B has already been updated to reflect the revised 1.6% Allocated Capacity. However, the increased 1.6% Allocated Capacity shall not take effect until the \$264,070.00 payment is received by the City.



- | | |
|--|--|
|  City of Oshkosh |  Town of Nekimi |
|  Rural Preservation Area |  Town of Algoma |
|  Town of Black Wolf Protected Area |  Fond du Lac County |
|  Undetermined City Expansion Area | |



Sources: City of Oshkosh GIS, Winnebago County WINGS Project

EXHIBIT 1

Town Protected, City Expansion & Rural Preservation Areas

City of Oshkosh / Town of Black Wolf Boundary Agreement

November, 2008

ADDENDUM E

Purchase of Additional Capacity

The District may request to purchase additional capacity within the WWTP and WWTP collection system. Requests will be reviewed by the City based upon the current and anticipated system capacity at the time of the request.

If the system capacity will support additional capacity from the requesting District, the City may agree and the District will purchase that capacity by taking the amount of accumulated depreciation on all assets that are or will be used by the district, including but not limited to the WWTP, interceptors, force mains and lift stations, and multiplying this amount by the increase in the percentage of capacity in the WWTP and in the lift station or other assets allocated to any District under the new agreement. To the extent that a District may use or benefit from a lift station(s), they will be required to purchase the additional capacity based on the value of the accumulated depreciation on the lift station(s) which would be evaluated at the time of purchase.

The District would pay for depreciation expense and return on investment on the undepreciated balance of WWTP and other assets used by the district through its sewer user charges as provided for in the new agreement.

In no case shall the City be obligated to enlarge or otherwise modify its collection system or the WWTP to provide for additional capacity.

Example Calculation for 0.1 Percent of WWTP Capacity (20,000 gallons per day) with no lift station:

Interceptor Sewers – Accumulated Depreciation	\$ 3,928,713
WWTP – Accumulated Depreciation	\$40,085,432
Total	\$44,014,145
	<u> x 0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 44,014

Additional Buy-in Lift Stations:

Lift-Station Cost	\$8,799,502
	<u> X0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 8,800

Buy-In per 0.1% Capacity Allocation WWTP & Lift Station \$ 52,814



TO: Honorable Mayor and Members of the Common Council
FROM: Lynn Lorensen, City Attorney
DATE: October 28, 2025
SUBJECT: Res 25-543 Approve Sanitary District Agreement with Edgewood-Shangri La Sanitary District No. 1 (October 1, 2025 through December 31, 2045)

BACKGROUND

At its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts. As noted at that time, addendums with individual districts remained outstanding and were required to finalize the agreements. The addendums contain maps and terms that may be specific to each District.

As an incentive to complete the addendum in a timely manner staff offered to apply the new contractual rates to 3rd quarter 2025 billing (the contractual rates are lower than the non-contractual rates that the districts are currently paying), upon final agreement with the largest district, the Algoma Sanitary District No. 1, and approval by the individual districts in time for council consideration at the October 28, 2025 council meeting. The Algoma Sanitary District and Edgewood Shangri La District have both approved the agreement.

ANALYSIS

This resolution will approve the final Sanitary District Agreement with the Edgewood Shangri La Sanitary District No. 1. For all districts, the term of the Agreement is through December 31, 2045. In addition, for all districts because of the long term of the agreement and discrepancies found in current mapping the agreements include provisions allowing the maps to be updated over the term of the agreement as service areas are amended. Staff at East Central Wisconsin Regional Planning Commission (ECWRPC) have indicated that they will review maps in the next year and update in accordance with the agreements reached. Changes to those maps will not require council approval to update the maps attached to the agreement as the agreement anticipates updating maps over the course of the agreement in accordance with approved changes.

Terms specific to the Edgewood Shangri La Sanitary District include:

- Transfer of an existing 18" wastewater pipe from the District to the City. This pipe will service more than just the District so the City will be taking over this pipe.
- In exchange for transfer of the 18" pipe, the City has agreed to install a flow meter and integrated telemetry system for this district to monitor future flow. Until such time as that installation is complete the City will continue current billing practices with this district which include billing based upon water meter usage. After that time billing will be done as provided in the new master agreement. The Department of Public Works estimates that the flow meter and telemetry installation should be completed in no greater than 2 years time.

FISCAL IMPACT

Approval of this Agreement will move this sanitary district to billing under the new contractual rates which are less than the current non-contractual rates, but save the City costs related to monitoring service with a customer not under a current agreement and enforcement of city ordinances in the districts which is a requirement included within the contractual provisions for districts. As noted in the September 23, 2025 resolution approving the Master Agreement, the new agreement also allows the city to recoup the costs of providing service to sanitary districts in a consistent and equitable manner that is reflective of the portion of wastewater services and infrastructure used by the districts.

RECOMMENDATION

Staff recommends approval of the proposed Agreement.

Attachments

Res 25-543

Edgewood Shangri La Agreement

10/28/2025

25-543

RESOLUTION

CARRIED

4-0

PURPOSE: APPROVE SANITARY DISTRICT AGREEMENT WITH EDGEWOOD SHANGRI LA SANITARY DISTRICT (OCTOBER 1, 2025 THROUGH DECEMBER 31, 2045)

INITIATED BY: CITY ADMINISTRATION

WHEREAS, at its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts; and

WHEREAS, the Master Agreement governs general terms applicable to all districts and each district requires individualized maps and individual terms specific to their district; and

WHEREAS, it is therefore necessary to approve a final agreement with each sanitary district; and

WHEREAS, city staff and district representatives met and agreed to individualized attachments identifying boundaries, connection points and any necessary individualized provisions for each district; and

WHEREAS, the District has approved the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the attached Sanitary District Agreement with Edgewood Shangri La Sanitary District for the provision of sanitary sewer and wastewater treatment service for the period from October 1, 2025 through December 31, 2045 is hereby approved and that 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.

BE IT FURTHER RESOLVED that the proper city officials are hereby authorized and directed to apply contractual rates as provided for within this Agreement for services, including during the 3rd quarter of 2025, to be billed after the execution of this Agreement.

City of Oshkosh and Edgewood-Shangri La Sanitary District No. 1 Agreement

This Oshkosh Sanitary Districts Master Agreement (“Agreement”) is made between the City of Oshkosh, a Wisconsin Municipality with its principal offices located at 215 Church Avenue, Oshkosh, Winnebago County, Wisconsin 54902-1130 (“City”) and the Edgewood-Shangri La Sanitary District No. 1, a body politic organized and existing pursuant to Chapter 60, Subchapter IX Town Sanitary Districts, §60.70 et. seq. Wis. Stats., with its principal offices located at 230 E. County Road Y, Oshkosh, Winnebago County, Wisconsin 54901 (“the District”).

Whereas, City and the District (collectively referred to herein as “the Parties”) have previously entered into agreements for the provision of sanitary sewer and wastewater treatment service (“Services”) by the City to the District; and

Whereas, the Parties wish to enter into an updated master agreement with common provisions applicable to all districts served by the City of Oshkosh;

Whereas, specific provisions applicable to each individual district shall be incorporated in addendums to each master agreement, with the terms of the master agreement remaining uniform between the districts; and

Whereas, the City is not obligated to provide extraterritorial service to the District except through a specific agreement for such services; and

Whereas, the City and the District entered into previous agreements for the transportation and treatment of the District wastewater and recognize that the District is currently dependent upon the City for service; and

Whereas, the City and District each desire to enter into this Agreement to continue their long-term relationship; and

Whereas, in return for the City providing the Services, the District agrees that the District will not promote competition for development or for movement or expansion of existing commercial and industrial concerns located in the City that would be in violation of an existing or amended Cooperative Plan/Agreement between the City and a respective Town and/or Sanitary District; and

Whereas, the Parties intend the foregoing provisions are contractual in nature and not to be construed as mere recitals to this Agreement.

Now, therefore, the Parties by their duly authorized representatives, agree as follows:

I. Term of Agreement.

This Agreement shall commence for the billing period beginning October 1, 2025, or alternatively for the next quarterly billing period following the latest date set forth in the signature blocks below, and shall continue through December 31, 2045, and shall continue thereafter, subject to the provisions of Article XIII.

II. Acronyms and Definitions.

A. Allocated Capacity. The flow capacity allocated to the District in Addendum B.

Classes of Flow Capacity: Maximum Hour Flow – the greatest total volume of wastewater during any consecutive 60-minute period expressed in terms of gallons per hour.

Maximum Day Flow – the greatest total volume of wastewater during any consecutive 24-hour period expressed in terms of millions of gallons per day.

Maximum Week Flow – the greatest total volume of wastewater during any consecutive 7-day period expressed in terms of millions of gallons per day.

Maximum Month Flow – the greatest total volume of wastewater during any consecutive 30-day period expressed in terms of millions of gallons per day.

Annual Average Daily Flow – the total volume of wastewater over one calendar year divided by 365 expressed in terms of millions of gallons per day.

B. CMAR. Compliance Maintenance Annual Report that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.

- C. **CMOM.** Capacity, Management, Operation and Maintenance program that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.
- D. **Connection Point.** The point at which the District's Collection System discharges to the City's Collection System.
- E. **Collection System.** The individual and combination of infrastructure assets constructed, installed and used for the transmission of sanitary wastewater. These assets include, but are not limited to gravity pipes, manholes, force mains, valves, pump/lift stations with all their components, and associated ancillary assets required to monitor, control and evaluate flow.
- F. **Data Logger.** An electronic device that automatically monitors and records environmental parameters over time, allowing conditions to be measured, documented, analyzed, and validated.
- G. **Designated Management Agency.** An entity designated in an areawide water quality management plan having responsibility for implementing specific plan recommendations ("DMA") reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- H. **District Wastewater Concentration.** For purposes of calculating wastewater charges, the following definitions shall apply: Wastewater having organic concentrations of Biochemical Oxygen Demand (BOD₅) with an annual average of 250 milligrams per liter (mg/L), Total Suspended Solids (TSS) with an annual average of 250 milligrams per liter (mg/L), Phosphorous (P) with an annual average of 10 milligrams per liter (mg/L), and Ammonia-Nitrogen (NH₃-N) with an annual average of 25 milligrams per liter (mg/L).
- I. **EPA.** United States Environmental Protection Agency.
- J. **Infiltration.** Water that enters a Wastewater System from the ground, including, but not limited to, such sources as defective pipes, pipe joints, connections, or manholes.

- K. Inflow.** Water that enters a Wastewater System through inappropriate connections including, but not limited to, sump pumps, roof leaders, cellar drains, and yard drains.
- L. Rate of Return.** The formula for calculating the Rate of Return is the total annual principal and interest payments for the City's sewer utility debt in the test year plus an additional 10% of the annual principal and interest payments less the City's annual depreciation expense for the City's Wastewater System. The dollar amount is then divided by the net book value of the City's Wastewater System to arrive at a percentage Rate of Return calculation.
- M. Residential Equivalent Connection.** The Residential Equivalent Connection or "REC" is the formula for calculating the annual discharge of an unmetered domestic residential unit. A Residential Equivalent Connection or "REC" shall be defined as 100 gallons per person per day of average daily flow with Category A domestic strength wastewater concentrations as defined in the City of Oshkosh Municipal Code, Ch. 24. A residential unit shall be defined as 3 people per unit.
- N. Sewer Service Area.** The area presently served or anticipated to be served by a sewage collection system ("SSA") as reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- O. Technical Standards Committee.** A committee made up of representatives from the City and the Districts created to discuss matters of a technical nature as described in Article XI.
- P. Wastewater System.** The combination of physical, chemical and biological components used to collect, pump, analyze, measure and treat raw wastewater and dispose of treated wastewater and biosolids in accordance with Federal and State laws, regulations and permit requirements. The Wastewater System includes, but is not limited to, the Collection System and the Wastewater Treatment Facility.
- Q. Wastewater Treatment Facility.** A plant in which a combination of physical, chemical and biological processes are used to treat wastewater

and remove pollutants. The Wastewater Treatment Facility for the City is currently located at 233 N. Campbell Road, Oshkosh, WI.

R. WDNR. Wisconsin Department of Natural Resources.

S. WPDES. Wisconsin Pollution Discharge Elimination System.

III. District Boundaries and Service Area.

A. Establishment of Boundaries.

The boundaries of the District are established in Addendum A, which is incorporated into this Agreement and made a part hereof ("District Boundaries").

These boundaries will be modified by Amendment to reflect Sewer Service Area ("SSA") amendments and Designated Management Agency ("DMA") amendments approved by the Wisconsin Department of Natural Resources ("WDNR") which are within the boundaries of the District or the defined protected town areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The City agrees not to unreasonably withhold, delay, or condition its approval of boundary modifications within the District, or defined protected town areas as defined in a Cooperative Plan, which include development anticipated to occur within the Allocated Capacity of the District as defined within Addendum B to this Agreement. City disapproval under this paragraph will be based upon a reasonable determination of the lack of sufficient contracted capacity for flow, load, or strength, the lack of sufficient downstream capacity in the City's Collection System, or other substantial engineering consideration related to a District's proposed construction or extension.

The boundaries will be similarly amended for annexation and attachment of City service areas under Sections E and F below to reflect sewer service amendments approved by the WDNR which are within the boundaries of the City or the defined City growth areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The District agrees not to unreasonably withhold,

delay, or condition its approval of boundary modifications within the City or City growth areas as defined in a Cooperative Plan.

B. Service Outside of the District Boundary.

The City shall provide Services to the District only within the District Boundaries authorized by this Agreement.

Except as provided in paragraph A, the City has no obligation to provide Services to any properties not currently located within the District Boundaries and all rights are reserved by the City to decline to provide Services to any properties outside of the District Boundaries as established in Addendum A regardless of any proposed or future changes to the boundaries of the District.

C. Connection Point(s).

The Connection Point(s) between the District's Collection System and the City's Collection System are established in Addendum A. Changes in the Connection Point(s) required for any reason, may be agreed upon by the representatives for the Parties by written Memorandum of Understanding and new Addendums may be attached to the Agreement indicating the changes in Connection Points and date of change. In the case of the City the representative shall be the Director of Public Works, and in the case of the District the representative shall be the District President. A change in the Connection Point(s) shall not require formal amendment of the Agreement between the Parties.

D. District Mapping and Connections within the District.

The District shall provide to the City maps of current District facilities and connections within the District which shall be updated annually to include any changes to the location of facilities or connections and any additional connections to the system. The maps shall clearly depict how each property is metered.

The District may permit additional connections to the District's Collection System, subject to Section VII(H), provided that such connections are within the District and SSA/DMA boundaries and that the District does not exceed its Allocated Capacity described in Addendum B, which is incorporated into this Agreement and made a part hereof. The District shall

submit to the City's Public Works Director annually, during the month of December, a report showing the total current number of connections to the District's Collection System. The report shall contain the addresses of the premises served by those connections, the type of land use associated with each connection to the District's Collection System, and clearly indicate any new connections made to the District's Collection System occurring during the previous calendar year.

E. Currently Existing Atypical Sewer System Connections.

The Parties acknowledge that there are various atypical sewer connections within both the City and various districts at the time of entry into this Agreement. The Parties agree that the currently existing atypical sewer connections, shall generally be treated as follows:

1. The Parties agree that those properties that are located within the District but discharge sewage to the City's Collection System at a point other than a metered Connection Point may continue to discharge sewage directly to the City's Collection System, provided that the District timely complies with the requirements of Article VII pertaining to Flow Measurement.
2. Those City properties that have been annexed or attached to the City but are still connected to the District's Collection System shall continue to remain connected to the District's Collection System, except as these areas may be brought into the City as provided in Paragraph F below or as may be otherwise agreed upon by the Parties. For example, in the case of parcels located within the City currently served by the Town of Algoma Sanitary District No. 1, service by the City may begin immediately upon execution of this Agreement for certain of these parcels, while City service to certain other parcels will occur no earlier than 20 years following execution of this Agreement.
3. The quantity of flow from a user connection shall be determined in accordance with Article VII of this Agreement pertaining to Flow Measurement.

F. Annexations/Attachments/Detachments.

In accordance with Section 60.79 of the Wisconsin Statutes, the annexation of any parcel within the District detaches the parcel from the District. If at any point an annexation or attachment causes a portion of the District's Collection System to be bordered by City properties on each side, then the City may acquire the infrastructure assets of the District's Collection System located within the annexed area as follows:

1. If the sanitary flow through the annexed area connects directly to the City's Collection System without passing through any other portion of the District's Collection System and without passing through a District meter, then the City shall acquire all the assets of the District's Collection System located within the annexed area, including but not limited to pipes, pumps, valves, and manholes.
2. If the sanitary flow through the annexed area cannot connect directly to the City's Collection System without passing through any other portions of the District's Collection System or without passing through a District meter, then the District shall continue to own and maintain the infrastructure assets located in the annexed area until the District meter is relocated and/or the Collection System is able to directly connect to City facilities under paragraph 1 above.
3. If the sanitary flow can connect directly to the City's Collection System or if a majority of the patrons already receiving sewer service within a definable area are City patrons, the City may take over ownership and maintenance responsibilities for the portion of the system within the defined area. At that time, the City shall acquire and maintain all infrastructure assets of the District's Collection System located within the defined area including, but not limited to, pipes, pumps, valves, and manholes.

When the City acquires a portion or all of the District's Collection System, the following shall apply regarding the infrastructure assets formerly owned by the District:

1. If the assets were financed by a private developer or in any other manner without direct cost to the District, the acquired assets shall be transferred to the City without cost to the City.

2. If the assets were a utility financed purchase by District through the issuance of bonds or other debt and said indebtedness remains unpaid, the City shall pay to the District the proportionate share of any remaining indebtedness that is attributable to the purchase of the assets. The City's payment shall be made either in one sum, or in annual installments of the amount necessary to pay the proportionate share of the principal and interest when due. The District shall apply the moneys received from the City strictly to the payment of the principal and interest due.
3. If the assets were purchased by the District without incurring debt, then the City shall pay to the District the depreciated value, if any, of the assets as identified in the accounts of the District or as reasonably calculated in relation to the anticipated remaining useful life of the assets.
4. The Parties recognize that while the above parameters will generally provide a reasonable means to calculate the value of assets, that there may be circumstances in individual cases that require adjustment to these calculations and the Parties agree to work together in good faith in such cases to reasonably calculate the value of the assets to be acquired. In the case of a dispute, the Parties agree that they may seek the assistance of an independent outside person to assist with the valuation of the assets or mediator. If the Parties are unable to reach agreement, the City may take over the assets and either Party may petition the Wisconsin Public Service Commission to seek resolution of the matter in relation to compensation.

Should a detachment occur, the same process and analysis shall apply to allow the District to acquire the infrastructure assets of the City's Collection System located within the detached area.

The Parties agree that they will execute any documents reasonably necessary to facilitate the above transactions including easements, bills of sale, deeds, release of easements, or similar documents.

G. Parties' Assets.

Notwithstanding anything to the contrary, the City continues to solely own, operate, maintain and replace its Collection System and Wastewater Treatment Facility, and shall solely bear the cost of any repair or replacement for its Collection System and Wastewater Treatment Facility. The District continues to solely own, operate, maintain and replace its Collection System, and shall solely bear any cost of repair or replacement for its Collection System and any related facilities.

H. District Specific Terms.

This Agreement is a standard master agreement between the City and each of the sanitary districts it serves. The Agreement establishes foundational terms and conditions that are applicable to all districts. The District may have unique requirements and circumstances regarding service area, asset ownership, or transfer, and as a result, Addendum D is hereby incorporated into this Agreement to delineate District specific terms and conditions.

IV. Services to be Provided.

A. Wastewater Transportation.

The City shall receive wastewater generated within the District Boundaries at Connection Points as provided for in Addendum A. The City shall be responsible for the transportation of the wastewater from the Connection Point(s) through the City's Collection System to the City's Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System. The District shall be responsible for the transportation of the wastewater through the District's Collection System to the Connection Point(s) and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System.

B. Wastewater Treatment.

The City shall provide treatment of the wastewater from the District at the City's Wastewater Treatment Facility. The City shall own, operate and maintain the Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation of the Facility and complying with all reporting requirements for the Facility.

C. Capacity Allocation.

The City shall allocate capacity in its Collection System and its Wastewater Treatment Facility as provided for in Addendum B, which is incorporated into this Agreement and made a part hereof. Each District may also request to purchase additional capacity according to the formula provided in Addendum E. City approval under this paragraph shall not be unreasonably withheld, conditioned, or delayed.

The District acknowledges that the capacity allocated to it in Addendum B is calculated as determined as a percentage of the total treatment capacity of the Wastewater Treatment Facility. If, for any reason, there are changes to the total treatment capacity of the Wastewater Treatment Facility, including a change in state or federal regulatory requirements, the District's capacity in Addendum B shall be adjusted accordingly. Specifically, the District shall maintain their percentage allocation, but the District's percentage allocation shall now be applied to the new adjusted total treatment capacity of the Wastewater Treatment Facility.

Both Parties agree that if any changes occur to the total treatment capacity of the Wastewater Treatment Facility, the City shall provide the District with notice of the revised capacity which shall be determined either by the limits stated in the City's current WPDES permit or through an engineering study, submitted to and approved by the WDNR if required.

The District acknowledges that although its overall capacity is a percentage of the total treatment capacity of the Wastewater Treatment Facility, the District's capacity may be further constrained at specific Connection Points due to the limitations of the Collection System (including the size of the existing pipes and infrastructure).

V. District's Compliance with Wastewater Regulations.

A. District's Compliance with City's Wastewater Service Regulations.

1. Waste Characteristics.

Characteristics of waste delivered to the City's Collection System at each connection point must meet the requirements of Chapter 24 of the City of Oshkosh Municipal Code.

District wastewater strength may be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed annually by a third-party laboratory. The District shall be responsible for paying for the annual testing.

Alternatively, at the option of either Party, the District wastewater strength may also be calculated by taking an annual rolling average, which will be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed quarterly by a third-party laboratory. Results of the testing will be aggregated with the data collected quarterly over the past twelve months, to calculate an annual average. This annual average will be used to determine District wastewater strength in relation to the definition of Category A set forth in this Agreement. In the event a District desires to use an annual rolling average to calculate wastewater strength, the District shall be responsible for paying for the quarterly testing. In the event the City desires to use an annual rolling average to calculate wastewater strength, the District and City shall equally be responsible for paying for the quarterly testing.

2. Applicability of City Ordinance and Administrative Rules

The City's provision of Services is subject to the District's compliance with and enforcement of all applicable City ordinances and administrative rules pertaining to protection of the City's Wastewater System and the prevention of cross connections with any other utility systems. All discharges from the District's Collection System into the City's Wastewater System shall be subject to Chapter 24 of the City of Oshkosh Municipal Code and the District's Board of Commissioners shall adopt and enforce regulations regarding the use of the District's Collection System that includes the same language as Sections 24-4, 24-5, 24-6, 24-6.1 through 24-6.4, 24-6.6 and 24-6.7 of the City of Oshkosh Municipal Code, except (1) replacing the word "City" or words "City of Oshkosh" with the name of the Sanitary District, except in the case where the sentence refers to the City's Wastewater Treatment Plant (Facility) or the City's Industrial Wastewater Discharge Handbook; (2) replacing the terms "Control Authority" and "Authority" with the term "District's Board of Commissioners;" and, (3) replacing the term "Utility

Operations Manager” with the term “District’s President”. The City reserves its legislative right to amend its ordinances and regulations as it deems prudent or necessary.

Unless expressly required by state or federal laws or regulations, or conditions of the City’s WPDES permit, if an amendment to the City’s ordinances would conflict with the terms and conditions of this Agreement the City cannot unilaterally amend its ordinances or administrative rules without first submitting the proposed amendment to the Technical Standards Committee (“TSC”) for its review and recommendation. However, if the City notifies the TSC of an amendment and the TSC does not provide its recommendation within 30 days of the City’s notification, the City may take action without the TSC’s recommendation.

The City agrees that it will not amend its ordinances with the effect of invalidating this Agreement, or unjustly targeting the District. Any amendment to the City’s ordinances are to be made in good-faith with the objective of achieving equitable and comprehensive system-wide regulation.

B. Sanitary District Ordinance Applying City Ordinance

The District must provide by ordinance that the City’s sewer use ordinance as amended from time to time applies within their jurisdictions, including that all customers within their jurisdictions who require pretreatment of sewage are subject to the provisions of the City’s sewer use ordinance relating to pretreatment.

The District shall periodically, and specifically upon request of the City, sample and provide all sampling and test results for all customers within its jurisdiction who are or may be subject to the provisions of the City’s sewer use ordinance relating to pretreatment or as necessary to comply with the District’s or City’s WPDES permit(s). The District shall work with the City to sample and test within their District’s own system as discussed in Article VI of this Agreement, to assure compliance with the pretreatment requirements.

Notwithstanding the above, this paragraph shall not limit the Parties' rights or responsibilities for testing under state and federal law.

C. District's Compliance with State and Federal Regulation.

The District shall comply with all State of Wisconsin and Federal laws, regulations and orders concerning wastewater systems. Specifically, the District shall comply with the State of Wisconsin's General Permit under the WPDES for Satellite Sewage Collection Systems (WI-0047341-06-0 or as may be updated from time to time). The District shall provide the City a copy of the District's Capacity, Management, Operation and Agreement (CMOM) and the most recent Compliance Maintenance Annual Report (CMAR) within 30 days of the effective date of this Agreement, and any updates to the CMOM and CMAR within 30 days after they are completed. The District shall also provide the City with any notices of violation, administrative orders, consent orders, consent decrees or any written enforcement action taken by the WDNR or the EPA within 10 business days of receipt by the District. Notwithstanding the preceding, the submission of a District's CMOM or CMAR does not grant the City any right to unilaterally amend a CMOM or a CMAR. District security plans will be redacted if they are included as part of a District's CMOM or CMAR.

VI. Sampling of and Access to District Wastewater.

A. Sampling of District Wastewater.

The City shall cause periodic sampling and analyses to be conducted, at least annually, of District wastewater. Initial samples will be collected at the connection points. Samples will be collected and analyzed in the same manner that samples are collected and analyzed for the City's industrial user program. Reports generated from the sampling and analysis shall be provided by the City to the District in a timely manner. If a sample shows high strength waste, or any other condition present in violation of Chapter 24 of the City of Oshkosh Municipal Code, the Parties shall work together to have additional testing completed which may be at points other than the connection point. The District shall pay the City for the sampling and analysis at the same cost and rate as the City's industrial user program.

B. Inspection of District's Collection System.

The District shall conduct periodic inspections of its Collection System to ensure that users of the Collection System are in compliance with all applicable regulations and take appropriate action to correct or cause the correction of any deficiencies in the District's Collection System. In addition, the District agrees to allow the City, upon a minimum of 14 calendar days' notice, to inspect the District's Collection System and review any written or electronic records relating to the physical and video inspection of the collection system, and condition assessments of the District's wastewater pump stations. The District agrees to provide access to the District's Collection System and records along with a District employee to facilitate the City's inspection and review.

Inspections of the District's Collection System by the City will focus on ensuring operational efficiency and safeguarding public health. The City will only request inspection when a compelling need is identified, such as abnormal/excessive flow, deleterious material in flow (i.e. gravel), or other evidence of system failure. In those instances, the City will promptly inform the District of the identified issues and work collaboratively with the District to resolve them.

C. Excessive Loads.

The District agrees that it will make reasonable efforts to control the collection of wastewater containing any unusual or unusually concentrated presence of deleterious materials and substances or materials and substances that are now, or may in the future be, regulated under Chapter 24 of the City of Oshkosh Municipal Code, the terms of the WPDES permit for the City's Wastewater System, or EPA regulations. To the extent that such wastes are collected by the District, the District shall either provide pretreatment to remove such materials prior to introduction into the City's Wastewater System or shall pay the City in accordance with Article VII.

D. Inflow and Infiltration.

The District agrees that it will make reasonable efforts consistent with best practices in the wastewater sector to limit Inflow and Infiltration into the District's Collection System and to take action, which is within its authority, to ensure that Inflow and Infiltration will not enter the District's Collection System. To the extent that the District does not limit Inflow and Infiltration

and the District exceeds its Allocated Capacity, the provisions of Article VII shall apply.

VII. Rates and Fees / Billing.

A. Rates and Fees.

The District shall pay to the City wastewater charges as determined by the Common Council, which may include a meter charge, fixed charge, volume charge or such other fees and charges as may be determined by the Common Council. It is the intent of this Agreement that the City shall be fully compensated for the provision of Services to the District. The City shall provide the District with a copy of the analysis at least 30 calendar days prior to consideration by the Common Council to allow the District to review and comment upon the proposed rates.

The rate study will be updated each year by entering the previous year's actual expenses, flows and loadings, and fixed asset values, along with calculating of the rate of return according to the defined formula.

The rate study shall be based on the loading levels of the District Wastewater Concentration, as defined in this Agreement. The rate study shall calculate a rate, per pound, for treatment of BOD5, TSS, P, and NH3-N exceeding the District Wastewater Concentration levels.

If the District exceeds the District Wastewater Concentration at any connection point, the District shall be charged for that additional exceedance per pound. In calculating the exceedance charge, the District shall receive a credit for any payment the City receives directly from any non-domestic sewage customers participating in the pretreatment program as further detailed below.

The City reserves its legislative discretion to modify its own rate structure in the future. Rates will be established through a regular review of the cost of service analysis performed in accordance with industry practices. Generally, rates shall be calculated using a utility-based method with a current Rate of Return. The current rate structure is set forth in Addendum C. New rates shall automatically be included within this Agreement upon approval of the Council and notification to the District.

The District may seek review by the Public Service Commission of Wisconsin ("PSC") under Wis. Stat. § 66.0821(5) for a determination of whether the rates, rules and practices are unreasonable or unjustly discriminatory. The District may only challenge the City's rates, rules and practices before the PSC if the Agreement is silent on such rates, rules and practices.

If at any time the District has a non-domestic sewage customer (a customer who is or may be subject to the provisions of the City's sewer use ordinance relating to pretreatment or as necessary to comply with the District's or City's WPDES permits) within its boundaries, the District agrees that the District shall pay a charge per pound over the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal Code on the wastewater discharged from the non-domestic sewage customer into the District's collection system. The charge shall be the same as the charge assessed to the non-domestic sewage customers within the City.

The charge shall be invoiced to the District directly, unless the District requests the City invoice the non-domestic sewage customer directly. In the event of direct billing to the non-domestic sewage customer, the District shall be responsible for any charges that are unpaid by the non-domestic sewage customer.

Nothing in this provision waives, alters, or otherwise modifies the requirement that the District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code at the Connection Point between the District and the City. In that event, the provisions of Section VII(I) shall apply.

B. Billing and Flow Measurement.

The City shall bill the District for Services based on the quantity of flow entering the City's Collection System at the Connection Point. If there is more than one Connection Point, the quantity of flow shall be the sum of quantity of flows from all Connection Points.

The quantity of flow for the District shall be determined by the City from the following sources, which are listed in the order of priority/use for billing purposes:

1. Wastewater Flow Meters/Integrated Telemetry System

2. Wastewater Flow Meters/Data Loggers
3. Temporary Wastewater Flow Meters
4. Residential Equivalent Connection
5. Water Flow Meters

If it is determined that any meter is inaccurate or inoperable, the City shall estimate the quantity of flow using a method designed to reasonably calculate the flow for the period including but not limited to extrapolation from temporary flow meters, an average of the previous 6-months of flow for which the meter was deemed to accurately measure flow, or average of other similar user's flow. For further information regarding the installation and maintenance requirements of the above meters, see Article VII.C-E.

In the event there is residential wastewater flow entering the City's or a District's Collection System at a Connection Point that is not metered by a wastewater flow meter, that unmetered flow shall be estimated by taking the flow per the Residential Equivalent Connection and multiplying it by the number of unmetered units flowing through the Connection Point. For non-residential flow that is unmetered, the Parties shall meet and agree upon a metering system that shall be installed, including wastewater flow meters or water flow meters, as appropriate.

C. Wastewater Flow Meters/Integrated Telemetry System

In order to provide more effective flow data for future analysis and planning of system improvements, the District agrees to install flow meters integrated with telemetry systems capable of real-time data transmission to the City at all wastewater flow metering sites as defined below.

The District shall maintain, repair and replace the wastewater flow meters and the telemetry systems at all Connection Points where wastewater flow meters are currently installed and shall install wastewater flow meters integrated with telemetry systems at any future proposed Connection Points unless the Parties representatives under Article III-C. agree that installation is impractical, cost prohibitive, or otherwise unnecessary. The City shall review and approve of all proposed wastewater flow meters and telemetry systems.

The District shall be responsible for all costs associated with the wastewater flow meters and telemetry systems, their installation, operation, readings, and maintenance. All existing wastewater flow meters shall have the

integrated telemetry systems installed within two years of the date of this Agreement.

The District shall cause all wastewater flow meters within the District to be calibrated by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City within 90 calendar days of the date of this Agreement, and annually thereafter. A certificate of calibration shall be sent to the City within 14 calendar days of the meter's calibration. Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to written approval by the City's Director of Public Works. The District shall submit specifications for the replacement and/or new meters, along with plans for installation for the Director of Public Work's approval.

In the event a District has or installs a flow meter, but the Parties' representatives under Article III-C. agree that installation of the integrated telemetry system specifically would be impractical, the District may install a Data Logger instead. The City shall provide the District with the specific Data Logger the District shall install and the District shall be responsible for all costs associated with the Data Logger, including its installation, readings, and maintenance.

D. Temporary Wastewater Flow Meters.

Either Party may, during the term of this Agreement, install temporary wastewater flow meters and data loggers within the Collection System to verify flow data or obtain additional information relative to waste characteristics or flow entering a Party's system from the other Party's system. Temporary installations shall generally be installed at or near Connection Points, as necessary to verify or replace equipment that may be malfunctioning, or in connection sampling and analysis under Article VI. above

Unless otherwise agreed in writing by the Parties, whichever Party is initiating the temporary installation shall be responsible for the installation, readings, and maintenance of the temporary installation. Each Party shall cooperate with and upon request, shall provide to the other Party any necessary authorizations and permits for temporary installations within

each Party's respective facilities. The Parties shall promptly share any data or testing results obtained from temporary installations.

E. Non-Residential Water Flow Meters.

In the event a water meter is installed on the water source of a non-residential property in the District that does not pass through a wastewater meter for billing purposes, this section shall apply.

For sewer flow to be billed by a water meter read, the District and the City shall provide water meter readings to the other Party by the close of business on the 10th day of the following month for billing on a monthly or quarterly basis as may be mutually agreed upon between the City and the District. For purposes of this paragraph the City's Finance Director and the District President or their authorized representative are authorized to agree to changes in the timing of billing which agreement shall be reduced to writing and attached to Addendum A to this Agreement.

The District shall be responsible for all costs associated with the water meters, their installation, readings, and maintenance. The City will not install, inspect, test or participate in the installation, reading or maintenance of water meters without a separate agreement to provide payment for such services.

The District shall cause all water meters within the District to be calibrated or tested by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City at least once every 10 years or replaced every 20 years per a schedule approved by the Wisconsin Public Service Commission (WPSC). Further, within 90 days of the date of this Agreement, the District shall ensure that all existing District water meters are compliant with the terms of this agreement.

Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to the requirements and standards of the WPSC. The Districts shall annually submit documentation relating to the calibration and/or replacement of water meters, along with the engineering design plans for the installation of any new infrastructure, which shall be provided within 14 days.

F. Adjustments to Flow for District's Service of City Parcels.

The Parties acknowledge that due to past annexations and other events, the District may currently provide sanitary sewer and/or wastewater treatment service to parcels that are located within the City. Until such time as these parcels are serviced directly by the City as provided in Article III, the District shall continue to provide sanitary sewer service to the City parcels. In the event that flow from City properties is combined with District flow prior to being measured by a wastewater flow meter, the flow attributable to the City properties, as measured by REC for residential properties, or water meter readings or otherwise by separate agreement of the Parties for non-residential properties, shall be deducted from the District's total flow to obtain a billable flow for the District. Each Party agrees to serve all customers in its territory in the same manner. Billing shall be as provided in Article VII or as may be separately agreed by the Parties and incorporated into Addendum D.

G. Time of Billing and Payment of Invoices.

The City shall issue bills quarterly to the District for the Services being provided pursuant to this Agreement. The District shall pay the City directly within 45 days of the date of the invoice. Late payments are subject to the then-existing late payment charges imposed by the City on other wastewater customers. The District shall be responsible to directly invoice its customers for wastewater services, and the District bears the risk of collection from any District customer. Failure of or delay by any District customer to pay the District shall not relieve the District of its obligation to pay City for the Services.

H. Remedies for Exceeding Allocated Capacity

The District, in Addendum B, has been allocated flow capacities. The Parties agree to the following tiered system to progressively enforce compliance with allocated capacity and encourage proactive planning.

1. **80% of Allocated Capacity.** Whenever the District has actually utilized 80% or more of any class of flow capacity allocation under this Agreement, the City shall promptly notify the District in writing. At such time, the District shall have the option of engaging with the City in a joint planning project, at the cost of the District, to determine whether and under what circumstances there is any reasonable possibility that the Wastewater discharged by the District

will exceed the District's flow capacity allocation, and if so what actions can reasonably be taken by the District to eliminate any such reasonable possibility. The principal burden of formulating the plan shall be on the District, but the City shall fully cooperate with and assist in the formulation of the plan. In the event that the District and City agree upon a plan which will eliminate any such reasonable possibility of exceeding the District's allocated flow capacity (e.g. the elimination of excess Infiltration and Inflow, or the construction of an appropriately-sized equalization basin, or construction of an interceptor, or the purchase of additional allocated flow capacity), and the District satisfactorily implements such plan, the City shall waive any restrictions imposed under the following subsections unless and until the metered discharge data subsequently demonstrates that the plan is not working as anticipated or that there are unanticipated problems.

2. **90% of Allocated Capacity.** Whenever the District has actually utilized 90% or more of any class of flow capacity allocation under this Agreement the City shall promptly notify the District in writing. From and after that time, additional Sewer Extensions tributary to the particular facility in which the District has the flow capacity allocation in question shall not be permitted until such time as the District has satisfactorily demonstrated to the City that full use of any proposed Sewer Extension will not exceed the District's allocated flow capacity. Upon reasonable written notice, at any time after the District has discharged Wastewater to the Sewer Service Facilities at a level at or above 90% of such District's allocated flow capacity, the District shall survey or test its Collection Facilities for excess Infiltration and Inflow, and the District shall submit its findings and a plan to address excess flow or any noted deficiencies in the District systems to the City for approval, which shall be granted unless there is a valid engineering rationale otherwise. Upon failure of the District to provide the testing results and a plan to address excess flow, or receive approval of the same from the City, the City may provide notice to the District of the City's intention to survey or test the collection facilities of the District for excess Infiltration and Inflow or other issues and the District shall grant access to the City to complete such review and testing. The District shall pay the City the cost of any such survey or testing within 60 days of written notice of such cost.

3. **95% of Allocated Capacity.** Whenever the District has actually utilized 95% or more of any class of flow capacity allocation under this Agreement (or of any associated flow limitation set out in this Agreement or in any associated exhibit), the City shall promptly notify the discharging the District in writing. From and after that time, no additional Sewer Extensions tributary to the facility in which the District has the flow capacity allocation in question shall be permitted by the City and no additional customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be permitted by the District, until such time as the District has satisfactorily demonstrated to the City that full use of any proposed customer connection or Sewer Extension will not exceed the District's allocated flow capacity, including without limitation consideration of future connections of sewer properties that are currently vacant or underutilized. The City shall expeditiously consider any proposed demonstration by a Party that additional customer connections will not exceed the District's allocated flow capacity allocation.
4. **Exceeding Allocated Capacity.** Whenever the District has actually exceeded flow capacity allocation under this Agreement, the City shall notify the District in writing. From and after that time, no additional Sewer Extensions or customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be allowed under any circumstances until such time as (1) modifications have been made to the District's sewerage system and/or operations, and the results of such modifications have been in effect for a reasonable period of time to demonstrate satisfactorily that any reasonable possibility of exceeding the District's flow capacity allocation in the future has been eliminated, or (2) until such time as the District has acquired sufficient additional allocated flow capacity to accomplish the same result.

Notwithstanding the tiered structure above, in the event a District's exceedance of its allocated flow capacity results in damage to, impairment of, or interference with the City's Wastewater System, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of such exceedance which the City suffers as a result thereof. The City may

charge the District its proportionate share for any fine, penalty, or forfeiture incurred by the City, and may also charge the District for any cost incurred by the City (including, without limitation, for employees, equipment, or materials) as a result of such excessive discharge. For any costs claimed, the City shall provide an itemized invoice to the District and will provide information identifying that flow from the District(s) caused or contributed to said damage and/or penalty. The amounts recoverable by the City, if any, are net of grants, reimbursements or insurance proceeds actually recovered by the City.

The proportion of costs allocated to charges for exceeding flow is the share of costs that could be allocated to any District for damages that occur due to a District or the City exceeding its Allocated Capacity when the damage occurred and contributed to causing the damage. This cost would only apply to a District that was exceeding its Allocated Capacity when the damage occurred. The portion of cost allocated to each Party corresponds to each Party's proportion of the total volume of wastewater flow entering the wastewater facility(ies) sustaining the damage at the time the damage occurred.

I. Charges for Exceeding Pollutant Loadings.

The District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code. If the District's wastewater flow exceeds the pollutant concentration specified in Chapter 24 of the City of Oshkosh Municipal Code, WPDES regulations, or EPA regulations, the District shall be charged the resulting cost increase for the City to provide necessary treatment or other measures to remove the materials or substances or reduce concentrations to prevent damage to the City's Wastewater System and maintain pollutant limits in compliance with the City's WPDES permit. The District acknowledges and agrees that the City may assess against the District the civil penalties as provided in Chapter 24 of the City of Oshkosh's Municipal Code for violation of that chapter where the District's wastewater flow exceeds the stated pollutant concentrations. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation. In addition to these civil penalties, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of the District's wastewater flow which exceeds the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal

Code, including, without limitation, any fines to which the City may be subject as a result for violation of its WPDES permit.

VIII. Records.

Each Party shall keep accurate books, records, and accounts of rate calculations and cases, fees, costs, disbursements, utilities maps, plans and as built drawings, inspections, state reports, and all other matters affecting the substance of this Agreement. Upon reasonable notice, any Party or its agent shall be entitled to examine and inspect the books, records and reports of any other Party for the purpose of verifying charges or credits; verifying inspections and condition of facilities or otherwise exercising or protecting any rights or responsibilities under this Agreement in relation to that Party's utility system; except that access to private third-party utility accounts shall be limited to non-identified information without a showing of necessity by the requesting Party or order of a court of competent jurisdiction.

IX. Audits.

A. Cooperation.

The Parties agree to cooperate in connection with any internal or governmental investigation or administrative, regulatory, or judicial proceeding (or governmental audit, with respect to matters relating to this Agreement). Such cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making employees available to the other Party (or their respective insurers, attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, depositions, and providing declarations or affidavits that provide truthful information in connection with any litigation or audit; (ii) appearing at the request of the other Party to give testimony without requiring service of a subpoena or other legal process; (iii) volunteering 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.

B. Expenses.

The Party requesting cooperation shall reimburse the other Party for reasonable direct expenses incurred in connection with providing documents and records required under this paragraph and may require

such expenses to be documented by receipts or other appropriate documentation. Reasonable direct expenses include costs such as copying, postage and similar costs and witness fees; but do not include wages, salaries, benefits, and other employee compensation.

C. Third-Party Proceedings.

Notwithstanding the above, in the case of a third-party proceeding in which the Parties are both named as defendants the Parties may or may not elect to enter into a mutually acceptable joint defense agreement.

X. Default.

In the event that one Party commits a material breach of its obligations under this agreement, the other Party shall provide written Notice of Default to the Party which is deemed to have committed the material breach. The Notice of Default shall specify the Article(s) and Paragraph(s) of this Agreement that is alleged to have been breached, and an explanation of the breach. Unless emergency conditions exist, the Party receiving the Notice shall have 90 calendar days to cure the breach after receipt of the Notice. If the material breach is not cured within 90 calendar days, the Parties agree that Dispute Resolution under Article XII shall be initiated. If a breach is not capable of being cured within 90 days for causes or reasons beyond the breaching Party's control, the Party may remain in breach for an additional 90 days so long as it has commenced and is taking reasonable actions to cure such breach as promptly as practicable.

XI. Technical Standards Committee.

A. Creation of TSC.

The Parties acknowledge the value of ongoing communications for the purpose of consistently exchanging information about the Wastewater System, the Wastewater Treatment Facility, and the Collection System, as well as the administration of this Agreement (together, the "System"). Therefore, the Parties do hereby establish a committee identified as the Technical Standard Committee ("TSC"). The purpose of the TSC is to facilitate the exchange of information, and (a) to exchange reports and updates regarding the System; (b) to report on System improvements that are anticipated, in progress, or completed; (c) to report on Wisconsin DNR-required facilities plans or Regional Service Area Plan amendments that are anticipated, in progress, or completed; (d) to report on inflow/infiltration

and clearwater issues; (e) to exchange and analyze data from water flow meters/dataloggers, sampling, and other operating sources ; (f) discuss reasonable protocols and access to collection systems for inspection, maintenance, testing or other matters; (g) to preview proposed System rates, fees, and billing budgets and initiatives ; (h) to facilitate dispute resolution before invoking the formal dispute resolution options set forth Article XII and (i) to establish and to maintain procedures and protocols for compliance with this Agreement. The Parties further acknowledge that to accomplish the preceding purposes it will be necessary to freely and consistently exchange information in a spirit of cooperation and transparency.

B. Composition of the TSC.

The TSC will consist of engineering or technical representatives from the City and each District.

C. TSC Meetings.

The TSC will meet as needed, but at least twice per year. The City's Director of Public Works, or his or her designee, will prepare and circulate the meeting agenda based on the items submitted by any Party. Except as required by law, the Parties do not contemplate their sessions to constitute a "meeting" under the Chapter 19 of the Wisconsin Statutes.

XII. Dispute Resolution.

A. Pre-formal Action.

Prior to the initiation of any formal action between the Parties, including but not limited to litigation, the Parties agree to meet and confer with regard to any disputes under this Agreement. This requirement may be initiated by either Party by written request delivered to the other Party as provided in Article XXIII. The Parties shall meet and confer within 30 calendar days of the Party receiving the request from the initiating Party.

B. Mediation/Arbitration.

As a condition precedent to the initiation of litigation the Parties shall engage in formal mediation conducted by a mutually-selected mediator experienced in the topic at issue. The costs of the mediator shall be shared equally. If the Parties are unable to agree on the mediator, the selection shall be made from a panel list submitted by the State of Wisconsin Department of Administration – Municipal Boundary Review by a process of alternate striking from the panel list.

C. Formal Action.

In the event the Parties are unable to resolve their dispute, either Party may file an action with a court of competent jurisdiction.

XIII. Reopeners, Amendments and Extensions of the Agreement

A. Amendments/ Reopening of the Agreement.

The Parties recognize that wastewater collection and treatment are a highly regulated industry and that capacity and legal requirements may change over the term of the Agreement potentially necessitating reopening of the Agreement. During the term of this Agreement, either Party may request that a section of the Agreement be reopened or amended. The Parties agree that if the request relates to the following, the Parties shall meet and confer on the request and that the Agreement shall be amended as may be agreed upon to adequately address the following conditions:

1. Substantial or material changes in the method for calculating rates for wastewater treatment and services
2. A change in law or permit requirements substantially and materially altering operations under the terms of this Agreement which cannot be adequately addressed within the rate model.
3. A substantial and continuing failure of the District to comply with loading, capacity and flow allocations, as set forth in this Agreement.
4. When significant and/or unforeseen events or circumstances arise substantially and materially affecting operations of either the District or City system which cannot be adequately addressed within the rate model.

Upon failure to reach an agreed upon amendment in relation to the above conditions, the Parties agree to engage a mediator to assist in resolution of the necessary amendment.

This Agreement may be otherwise amended by the Parties from time to time to address additional issues not within the above categories. However, except as otherwise provided in this Agreement, no amendment, variation or waiver of any term of this Agreement shall be enforceable by any Party unless it is in writing and signed by both Parties.

B. Extension of the Agreement.

This Agreement shall automatically extend in 5-year increments unless notice of the City's or District's desire to renegotiate the agreement shall be provided in writing to the other Party no later than 1 year prior to the original termination date or 1 year prior to the termination date of the extension.

C. Early Termination.

The District may terminate this Agreement prior to the original termination date or the termination date of any extension with two years prior notice to the City. The City may not terminate this Agreement prior to the original termination date or the termination date of any extension except in the case of material breach/default or failure of dispute resolution, then may only terminate by providing the District two years notice, or as a result of a court order.

D. No Reimbursement.

Upon termination of this Agreement for any reason, any and all fees, charges, and other payments made by the District to the City shall be non-refundable whether made under this Agreement or any other agreement between the Parties relating to the provision of wastewater transmission or treatment services, whether those fees, charges, or other payments were made for capital investment or for operations and maintenance of the City's Wastewater System, or for any other reason related the provision of Services including, but not limited to the cost of permits or plan/document review.

XIV. Whole Agreement.

This Agreement including any written and duly executed amendments thereto contains the entire understanding of the Parties with respect to the subject

matter hereof. There are no restrictions, promises, warranties, covenants, or understandings other than those expressly set forth in this Agreement and Amendments executed as provided in this Agreement. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to the subject matter hereof.

XV. Liability.

The City shall not be responsible or liable to the District for any loss caused by any breakdown or failure of the Collection Systems, Wastewater Treatment Facility or any appurtenant or ancillary assets contemplated by this Agreement.

LIABILITY AND HOLD HARMLESS: Subject to any limitations contained in Secs. 893.80, 893.83, 345.05, and any similar statute, of the Wisconsin Statutes, each party (the indemnifying party) agrees to hold the other party, 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 Indemnifying Party's officers, employees or agents while acting within the scope of their employment.

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.

Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including but not limited to section 345.05, 893.80 and 893.83 of the Wisconsin Statutes 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.

XVI. 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 provision of this agreement.

XVII. Counterparts of Agreement.

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 and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

XVIII. Performance Standard.

This Agreement requires the Parties to act or to refrain from acting on a number of matters. The Parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a Party, the consent or approval shall not be unreasonably withheld, conditioned, or delayed.

In addition, each Party agrees to provide information to assist the other in obtaining the necessary permits from the Wisconsin Department of Natural Resources, or any other governmental authority, for the receipt and provision of wastewater conveyance and treatment service in accordance with this Agreement.

XIX. Not Construed Against Any Party.

This Agreement is the product of negotiation between the Parties hereto and no term, covenant, or provision herein or the failure to include a term, covenant or provision shall be construed against any Party hereto solely on the basis that one Party or the other drafted this Agreement or any term, covenant, or condition contained herein. The captions appearing in this Agreement are inserted solely for convenience but shall never be considered or given any effect in construing this Agreement if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

XX. No Waiver.

Failure of any 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.

XXI. Severability.

If any term, covenant, condition or provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby. The Parties, in good faith, shall meet and confer and will substitute a valid and enforceable provision as similar as possible to the provision at issue. The remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

XXII. Governing Law / Venue.

The laws of the State of Wisconsin shall govern the interpretation, construction and provisions relating to service under this Agreement. Winnebago County shall be the venue for all disputes arising under this Agreement.

All references to statutes, regulations and ordinances shall include any future renumberings, recodifications or amendments upon passage and publication in compliance with law.

XXIII. 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 an officer or 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, (iii) upon transmission if by facsimile or (iv) upon transmission by email. 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
 Department of Public Works
 215 Church Avenue
 Post Office Box 1130
 Oshkosh, WI, 54903-1130
 Attn: Director of Public Works

With a copy to: City of Oshkosh
 City Attorney's Office
 215 Church Avenue
 Post Office Box 1130
 Oshkosh, WI, 54903-1130

Attn: City Attorney

If to the District: Edgewood-Shangri La Sanitary District No.1
230 E. County Road Y
Oshkosh, WI 54901-1404

With a copy to: Dempsey Law Firm, LLP
10 Forest Avenue, Suite 200
Fond du Lac, WI 54935

XXIV. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the Party for whom they are signing.

IN WITNESS WHEREOF, the designated and authorized representatives of the City of Oshkosh and the District, by virtue of directions of their respective governing bodies, have executed this Agreement on the dates indicated below. This Agreement becomes effective as of the latest date of the signatures below.

[The remainder of this page is blank. Signature pages to follow]

Dated this _____ day of _____, 2025 for the City of Oshkosh, Wisconsin.

CITY OF OSHKOSH, WISCONSIN

Rebecca Grill, City Manager

Cheryl Pionke, Interim City Clerk

Approved

Lynn A. Lorensen, City Attorney

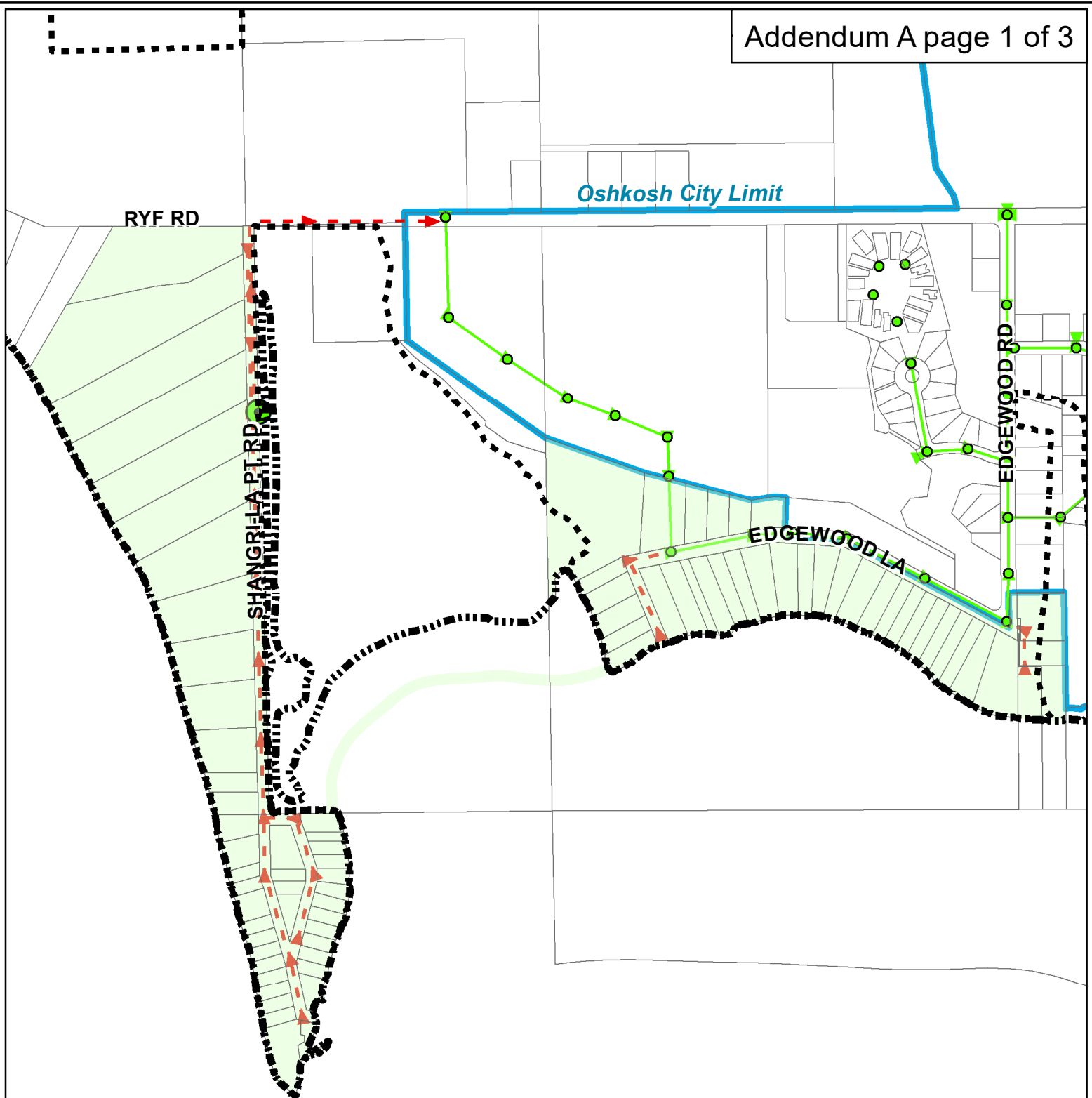
Dated this _____ day of _____, 2025 for the Edgewood-Shangri La Sanitary District No. 1.

SANITARY DISTRICT

District President

District Secretary

Addendum A – District Boundaries & Connection Points
Addendum B – Contractual Flow and Pollutant Loading
Addendum C – Current Rate Structure
Addendum D – District Specific Terms and Conditions
Addendum E – Purchase of Additional Capacity

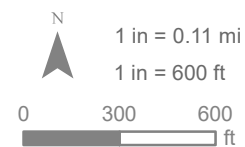


Sewer Service Area Boundary and SSA Planning Area Boundary are based on information from ECWRPC. Hold Areas are not shown.

Last Updated 10-14-2025

Edgewood/Shangri-La Sanitary District

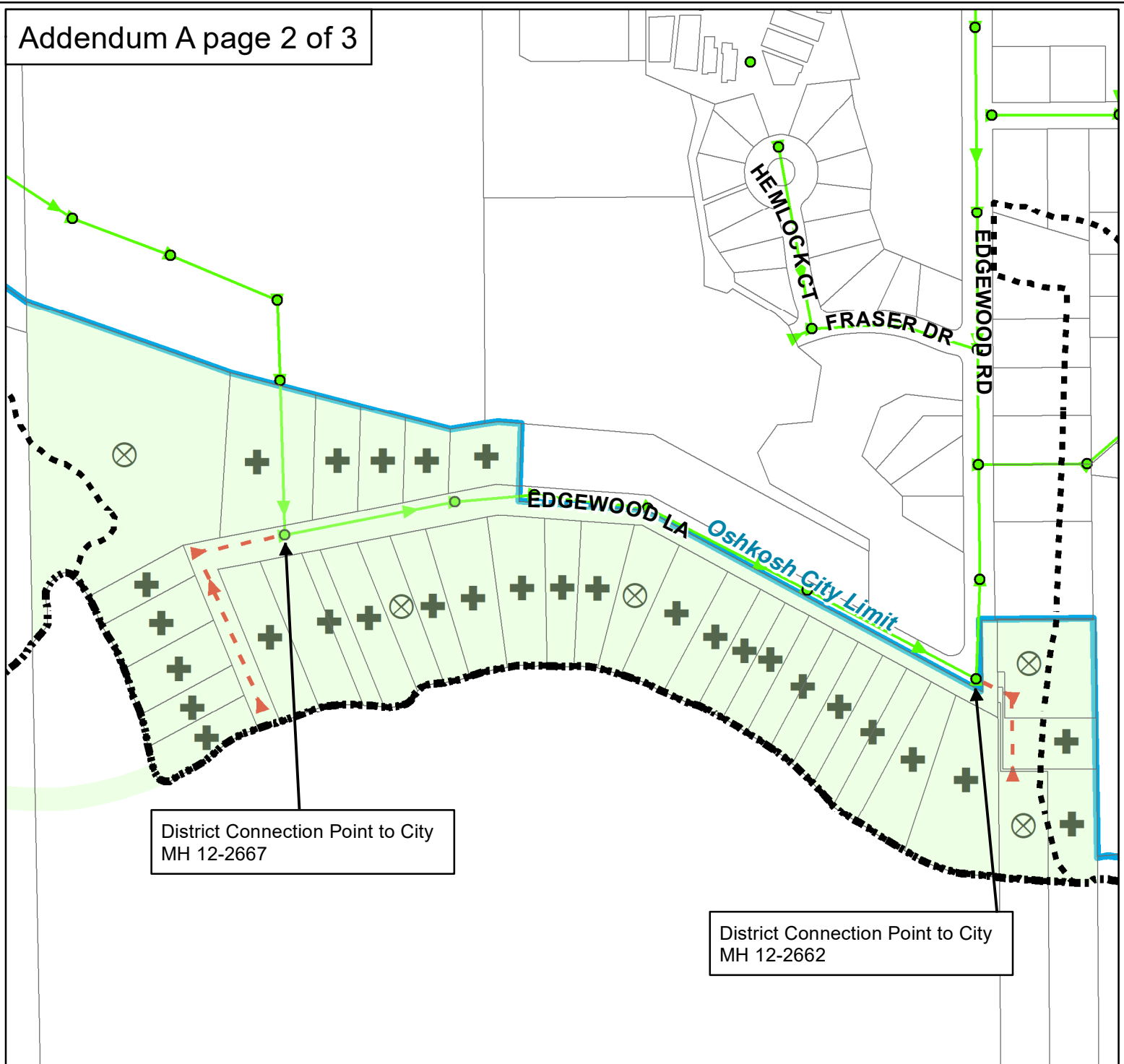
- | | | |
|-----------------------------|---|---|
| Sewer Service Area Boundary | Edgewood - Shangri La Sanitary District | District Sanitary Sewer |
| SSA Planning Area Boundary | Sanitary Lift Stations | City of Oshkosh Municipal Boundary Line |
| Winnebago County Parcels | City Sanitary Sewer | |



Printing Date: 10/14/2025

Prepared by: City of Oshkosh, WI

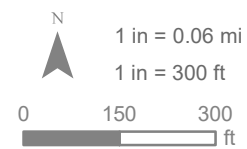
City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



Sewer Service Area Boundary and SSA Planning Area Boundary are based on information from ECWRPC. Hold Areas are not shown.

Last Updated 10-14-2025

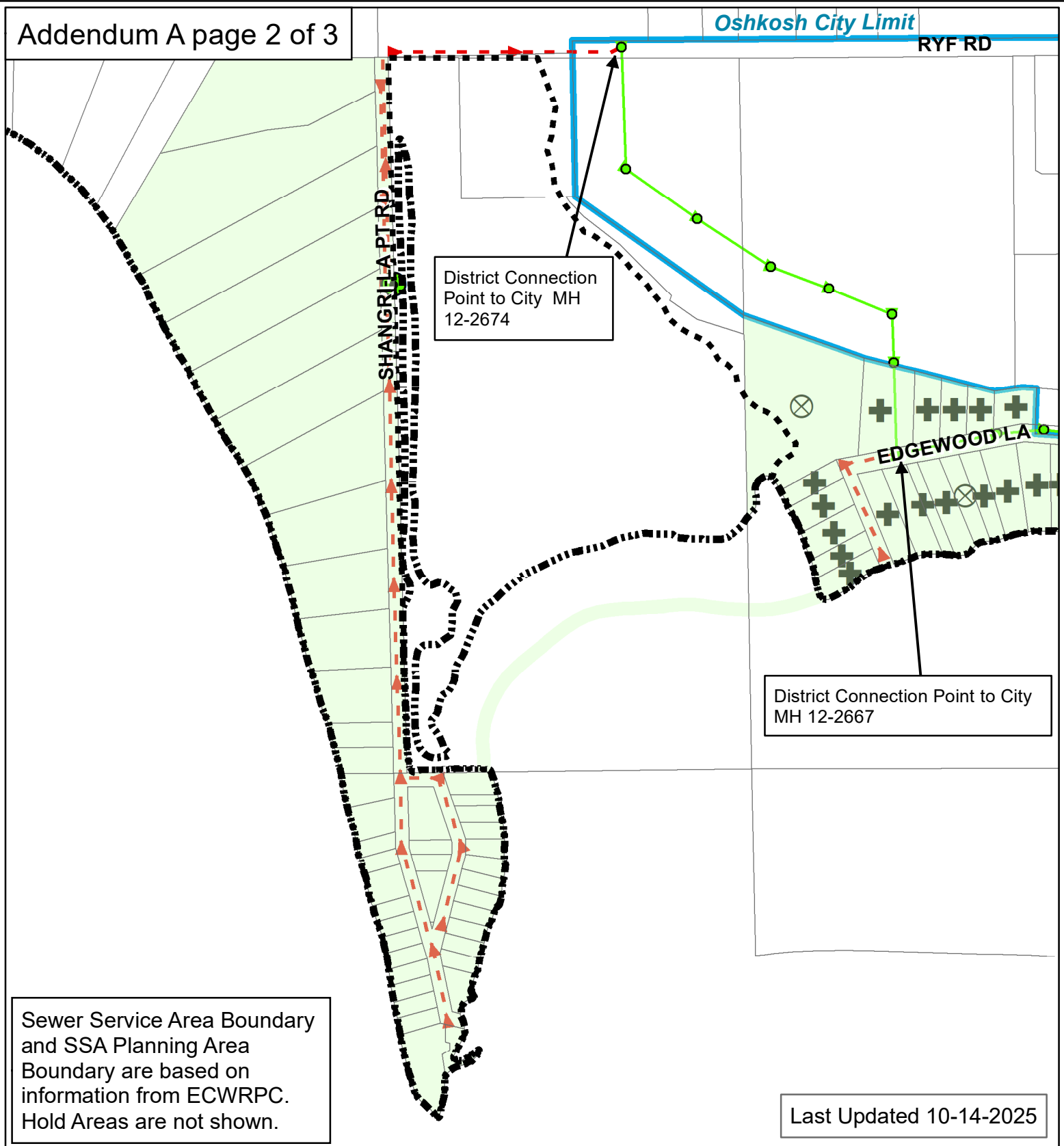
Edgewood Sanitary District



Printing Date: 10/14/2025

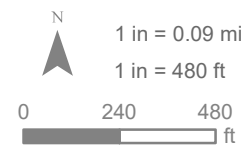
Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISDisclaimer



Shangri-La Sanitary District

- | | | | |
|-----------------------------|---|-------------------------|---|
| Sewer Service Area Boundary | Edgewood - Shangri La Sanitary District | Sanitary Lift Stations | City of Oshkosh Municipal Boundary Line |
| SSA Planning Area Boundary | REC Units District | City Sanitary Sewer | |
| Winnebago County Parcels | Not Served | District Sanitary Sewer | |



Printing Date: 10/14/2025

Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer

ADDENDUM B

City of Oshkosh WWTP

Flow Capacity Allocations (in Million Gallons/Day)

		Annual Average Daily Flow (MGD)	Maximum Month Avg Daily Flow (MGD)	Maximum Week Avg Daily Flow (MGD)	Maximum Day Flow (MGD)	Maximum Hour Flow (GAL/HR)
Designated Management Agency	%					
Oshkosh WWTP	100%	20	35	45	80	4,166,667
Edgewood Shangri-La SD	0.105%	0.021	0.03675	0.04725	0.084	4,375

Note: Flow capacity, particularly at maximum levels, may be limited by the current modelling effort, which may identify sewer capacity issues within the Collection System.

September 18, 2025

SEWER USER RATE STUDY UPDATE:

City of Oshkosh, WI

2025 Sanitary District User Rate Model Calculations



Prepared by:

Ehlers
N19W24400 Riverwood Drive
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Outside User Rate Calculations 2024 Actual WWTP Flows and Loadings



City of Oshkosh, WI

	Flow (CCF)	BOD (Lbs)	TSS (Lbs)	P (Lbs)	NH3-N (Lbs)
Inside Customers					
Residential	900,890	1,798,413	2,248,016	50,580	162,981
Commercial	360,371	719,395	899,244	20,233	65,195
Multi-Family	215,743	430,680	538,350	12,113	39,030
Industrial	134,080	267,659	334,574	7,528	24,257
Municipal & Public	328,668	656,108	820,134	18,453	59,460
Subtotal Inside Customers	1,939,752	3,872,254	4,840,317	108,907	350,923
Outside Customers					
Algoma SD	260,087	405,627	405,627	16,225	40,563
Sunset SD	4,966	7,745	7,745	310	774
Blackwolf SD	66,220	103,275	103,275	4,131	10,328
Island View SD	19,601	30,569	30,569	1,223	3,057
Edgewood Shangri-la SD	2,889	4,506	4,506	180	451
Winnebago SD	2,800	4,367	4,367	175	437
Subtotal Outside Billable	356,563	556,089	556,089	22,244	55,609
High Strength Industrial					
Amcor Health Packaging		1,645	70,640	-	-
Reworld Solutions (FNA Convanta)		25,866	1,380	-	-
Hydrite Chemical Co		-	-	-	21,745
JJ Keller		35	159	-	-
Kingsbury		-	-	-	-
Meritor Industrial Products		272	312	2	31
Oshkosh 333		-	35,067	3,147	2,936
Oshkosh 500 Waukau		2,747	812	103	224
Oshkosh 2737		6,370	5,464	171	1,770
Oshkosh Correctional Inst 1700		49,223	8,367	-	543
Oshkosh Correctional Inst 1730		33,254	5,653	-	367
Pepsi Cola		148,663	5,320	24	-
Winnebago Co. Landfill		-	-	-	10,131
Winnebago Co. Landfill II- Combined Cells		1,083	-	-	22,556
Subtotal High Strength Industrial Billable	-	269,159	133,174	3,447	60,304
Wastehaulers					
Septic Tank Waste	107	6,026	10,044	201	100
Porta Potty Waste	363	10,203	20,406	567	227
Mixed Loads	15,825	88,847	88,847	4,442	12,340
Holding Tank Waste	1,310	4,086	6,538	163	409
Subtotal Wastehaulers	17,606	109,163	125,835	5,374	13,076
Wastewater Treatment Facility					
Total Billable	2,313,921	4,806,665	5,655,415	139,971	479,911
Inflow/Infiltration (I/I)	3,493,461				
Total WWTF	5,807,382				
Total For Rate Calcs	2,313,921	4,806,665	5,655,415	139,971	479,911
Inside City Customers	1,957,358	4,250,576	5,099,326	117,728	424,302
Inside City and Sanitary Districts (Less Sunset SD)	2,308,955	4,798,920	5,647,671	139,661	479,137

Outside User Rate Calculations 2024 Actual Meter Counts

City of Oshkosh, WI



Meter Size	Total Meters					Total
	Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	8,589	216	64	3	7	8,879
3/4"	12,441	1,113	69	18	53	13,694
1"	180	364	195	26	34	799
1 1/4"						
1 1/2"	2	131	146	20	33	332
2"		152	71	32	80	335
3"		41	2	11	39	93
4"		17	8	6	19	50
6"		4	3		5	12
8"		1			1	2
10"					1	1
12"						
	21,212	2,039	558	116	272	24,197

Meter Size	Equiv. Ratio	Equivalent Meters					Total
		Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	1	8,589	216	64	3	7	8,879
3/4"	1	12,441	1,113	69	18	53	13,694
1"	2.5	450	910	488	65	85	1,998
1 1/4"	3.75	-	-	-	-	-	-
1 1/2"	5	10	655	730	100	165	1,660
2"	8	-	1,216	568	256	640	2,680
3"	15	-	615	30	165	585	1,395
4"	25	-	425	200	150	475	1,250
6"	50	-	200	150	-	250	600
8"	80	-	80	-	-	80	160
10"	125	-	-	-	-	125	125
12"	175	-	-	-	-	-	-
		21,490	5,430	2,299	757	2,465	32,441

Outside User Rate Calculations 2024 Final Sewer Utility Expenses

City of Oshkosh, WI



	ACTUAL 2024	Algoma SD	Sunset	Black Wolf	Island View	Edgewood Shangri-La	Winnebago
<u>SANITARY SEWER - 1920</u>							
Labor	81,163						
Retirement Benefits	11,563						
Insurance Benefits	13,733						
Contractual Services	394,627						
Repairs to Motor Vehicles	0						
Maint Mach/Equip/Bldg/Struct	0						
Maintenance of Sanitary Sewers	750,000						
Maint Mach/Equip/Bldg/Struct	0						
Building Rent	550						
Interfund Charge Backs	431,588						
Chemicals	0						
Miscellaneous	46,499						
Legal Fees	0						
Diesel Fuel	0						
Supplies and Repair Parts	0						
Sewer Maintenance Supplies	19,896						
Safety Equipment	0						
Stone/Gravel/Concrete/Asphalt	0						
Depreciation	2,451,684						
TOTAL SANITARY SEWER	4,201,303						
<u>PUMPING STATIONS - 1930</u>							
Labor	77,565			X	X	X	X
Repair Parts	65,652			X	X	X	X
Gas & Oil	1,141			X	X	X	X
Heat				X	X	X	X
Equipment Rental	313			X	X	X	X
Postage				X	X	X	X
Professional Services	22,307			X	X	X	X
License & Permit	0			X	X	X	X
Office Supplies	364			X	X	X	X
Interfund Charge Backs	2,823			X	X	X	X
Telephone	3,478			X	X	X	X
Chemicals	17,115			X	X	X	X
Utility	174,275			X	X	X	X
Sewer				X	X	X	X
Storm Water				X	X	X	X
Supplies and Repair Parts	8,781			X	X	X	X
Power & Light				X	X	X	X
Insurance	8,575			X	X	X	X
Depreciation (Including Forcemains)	480,327			X	X	X	X
TOTAL PUMPING STATIONS	862,716			X	X	X	X

DISPOSAL PLANT - 1940 - Liquid

Labor	984,993	X	X	X	X	X	X
Retirement Benefits	139,425	X	X	X	X	X	X
Insurance Benefits	205,131	X	X	X	X	X	X
Repair Parts	127,973	X	X	X	X	X	X
Office Supplies	4,066	X	X	X	X	X	X
Gas & Oil	5,376	X	X	X	X	X	X
Heat		X	X	X	X	X	X
Chemicals	804,899	X	X	X	X	X	X
Cont Svcs/Eng & Consulting Fees	380,422	X	X	X	X	X	X
Tools	17,454	X	X	X	X	X	X
Other Supplies	29,853	X	X	X	X	X	X
Telephone	1,439	X	X	X	X	X	X
Utilities	714,077	X	X	X	X	X	X
Interfund Chargebacks	0	X	X	X	X	X	X
Power & Light		X	X	X	X	X	X
Car Allowance	400	X	X	X	X	X	X
Conference & Training	7,693	X	X	X	X	X	X
Insurance	95,494	X	X	X	X	X	X
Depreciation (Incl Interceptor depreciation)	1,111,185	X	X	X	X	X	X
Dues	2,602	X	X	X	X	X	X
Minor Equipment	1,208	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	3,217	X	X	X	X	X	X
Fees & Permits	22,518	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL DISPOSAL PLANT	4,659,425	X	X	X	X	X	X

SOLID DISPOSAL - 1941

Labor	227,500	X	X	X	X	X	X
Retirement Benefits	31,932	X	X	X	X	X	X
Insurance Benefits	53,261	X	X	X	X	X	X
Repair Parts	13,777	X	X	X	X	X	X
Gas & Oil	109	X	X	X	X	X	X
Chemicals	113,478	X	X	X	X	X	X
Insurance	20,327	X	X	X	X	X	X
Contractual Services	0	X	X	X	X	X	X
Depreciation		X	X	X	X	X	X
Maintenance	497	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Miscellaneous	190	X	X	X	X	X	X
Special Services	199,991	X	X	X	X	X	X
Uniforms	1,206	X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Supplies	92,843	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL SOLID DISPOSAL	755,111	X	X	X	X	X	X

LABORATORY - 1945

Labor	87,380	X	X	X	X	X	X
Retirement Benefits	12,408	X	X	X	X	X	X
Insurance Benefits	26,346	X	X	X	X	X	X
Repairs	957	X	X	X	X	X	X
Chemicals	10,791	X	X	X	X	X	X
Other Supplies	292	X	X	X	X	X	X
Insurance	7,119	X	X	X	X	X	X
Depreciation	95	X	X	X	X	X	X
Conference & Training		X	X	X	X	X	X
Office Supplies	39	X	X	X	X	X	X
Conference & Prof Training		X	X	X	X	X	X
Tools & Shop Supplies	8,684	X	X	X	X	X	X
Professional Services		X	X	X	X	X	X
TOTAL LABORATORY	154,112	X	X	X	X	X	X
<u>MAINTENANCE - 1946</u>							
Labor	543,155	X	X	X	X	X	X
Retirement Benefits	76,614	X	X	X	X	X	X
Insurance Benefits	133,156	X	X	X	X	X	X
Motor Vehicle Expense		X	X	X	X	X	X
Contractual Services	4,191	X	X	X	X	X	X
Gas & Oil	2,670	X	X	X	X	X	X
Minor Equipment	3,953	X	X	X	X	X	X
Office Supplies	572	X	X	X	X	X	X
Other Supplies	16,536	X	X	X	X	X	X
Repairs/Maint	16,880	X	X	X	X	X	X
Insurance	55,365	X	X	X	X	X	X
Depreciation	182,063	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	2,009	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Interfund Charge Backs	26,394	X	X	X	X	X	X
TOTAL MAINTENANCE	1,063,558	X	X	X	X	X	X

GENERAL & ADMINISTRATIVE - 1950

Labor	472,464
Retirement Benefits	103,185
Insurance Benefits	109,910
Accounting Loss/Debt Refinancing	
Software Supplies	
Minor Equipment	3,498
Office Supplies/Equipment	7,485
Postage	
Computer Charges	39,623
Telephone	35,442
Misc Fixed Charges	
Contractual Services	
Car Allowance	
Maintenance Office Equipment	253
Professional Services	99,613
Advertising/Marketing	
Other Supplies	232
Audit	9,092
Insurance	23,757
Uncollectable Accounts	98
Depreciation	0
Bond Issue Expense	2,269,544
Bond Service Fees	2,500
Bank Fees	
GASB 68 Pension Exp	
Conference & Training	650
Dues	

TOTAL GENERAL & ADMINISTRATIVE 3,177,346

METER READING - 1951

Labor	0
Retirement Benefits	0
Insurance Benefits	0
Meter Repairs	283,890
GASB 68 Pension Exp	(7,080)
Office Supplies	25,574
Car Allowance	0
Insurance	0

TOTAL METER READING 302,384

PRETREATMENT PROGRAM - 1955

Professional Services	66,760
Licenses & Permits	2,078
Maint Computer	405
Conference/Training	198
Safety Equipment	418
Office Supplies	0

TOTAL PRETREATMENT PROGRAM 69,858

15,245,814

Outside User Rate Calculations

Sewer System Accumulated Depreciation and Net Book Value



City of Oshkosh, WI

Capacity Buy-In Color Code		Original Cost 12/31/2024	Accumulated Depreciation 12/31/2024	Net Book Value 12/31/2024
	LAND	301,288		
1721-00000	PUMPING STATION BLDG.	14,039,856	3,704,111	10,335,746
1731-00000	DISPOSAL PLANT STRUCTURE	22,641,068	13,237,563	9,403,505
1734-00000	INTERCEPTING SEWERS	34,859,726	3,928,713	30,931,014
1743-00000	FORCE MAINS	1,825,382	1,167,224	658,158
1725-00000	PUMPING STATION EQUIP.	6,309,169	3,928,167	2,381,002
1735-00000	DISPOSAL PLANT EQUIP.	20,701,817	15,328,644	5,373,173
1732-00000	TREATMENT - EQUIPMENT	269,991	37,210	232,781
1785-00000	MAINTENANCE EQUIP.	162,812	162,812	0
1795-00000	LABORATORY EQUIP.	31,146	31,146	0
1788-00000	MOTOR VEHICLES	2,424,520	1,783,382	641,138
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	87,103,125	21,800,467	65,302,659
1745-00000	SERVICES	11,670,461	486,891	11,183,571
1727-00000	SAN. SEWER TOOLS & MISC. EQUIP	169,734	169,734	0
1738-00000	POWER OPERATED EQUIPMENT	39,176	10,105	29,071
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		213,906,713	77,133,609	136,471,817

Capacity Buy-In Calculation

	Intercepting Sewers	3,928,713
	Pumping & Disposal Plant & Equipment	40,085,432
	Total	44,014,145
	Buy-in per 0.1% Capacity - WWTP	44,014

Additional Buy-in Lift Stations

	Lift-Station Cost	8,799,502
	Buy-in per 0.1% Capacity Allocation	8,800

Buy-in per 0.1% Capacity - WWTP & Lift Stations **52,814**

Outside User Rate Calculations

Recovery of Return on Net Investment Rate Base (ROI)



City of Oshkosh, WI

Depreciation and Rate of Return for Sanitary Districts

2024 Net Asset Value	136,471,817
x ROR	3.90%
Return on Investment	5,319,950
2024 Depreciation Expense (Audit)	4,225,355
Total Return on Investment + Depreciation	9,545,305

Equivalent Rate of Return for City Customers

Debt Service Payments	8,677,550
Debt Coverage	867,755
Total Capital Recovery	9,545,305
Less: Depreciation	4,225,355
Return on Investment	5,319,950
2024 Net Asset Value	136,471,817
Overall Rate of Return	3.90%

Breakdown of ROI Into Collection System and Treatment Plant

Collection System	\$77,156,439
Return on Investment (ROI)%	3.90%
Collection System ROI for Test Year	\$3,007,715
Pumping Stations and Force mains	\$13,374,905
Return on Investment (ROI)%	3.90%
Pumping Station ROI for Test Year	\$521,381
Treatment Plant and Interceptors (All SD Customers)	\$45,940,473
Return on Investment (ROI)%	3.90%
Treatment Plant and Interceptor ROI for Test Year	\$1,790,853

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	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Operating & Maintenance																	
Sanitary Sewer																	
Labor	80%						10%	10%	\$81,163	\$64,930	\$0	\$0	\$0	\$0	\$0	\$8,116	\$8,116
Retirement Benefits	80%						10%	10%	\$11,563	\$9,250	\$0	\$0	\$0	\$0	\$0	\$1,156	\$1,156
Insurance Benefits	80%						10%	10%	\$13,733	\$10,986	\$0	\$0	\$0	\$0	\$0	\$1,373	\$1,373
Contractual Services	80%						10%	10%	\$394,627	\$315,702	\$0	\$0	\$0	\$0	\$0	\$39,463	\$39,463
Repairs to Motor Vehicles	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance of Sanitary Sewers	80%						10%	10%	\$750,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Maint Mach/Equip/Bldg/Struct	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Rent	80%						10%	10%	\$550	\$440	\$0	\$0	\$0	\$0	\$0	\$55	\$55
Interfund Charge Backs	80%						10%	10%	\$431,588	\$345,270	\$0	\$0	\$0	\$0	\$0	\$43,159	\$43,159
Chemicals	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	80%						10%	10%	\$46,499	\$37,199	\$0	\$0	\$0	\$0	\$0	\$4,650	\$4,650
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%	\$19,896	\$15,917	\$0	\$0	\$0	\$0	\$0	\$1,990	\$1,990
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%	\$1,749,619	\$1,399,695	\$0	\$0	\$0	\$0	\$0	\$174,962	\$174,962
Pumping Stations																	
Labor	90%						5%	5%	\$77,565	\$69,809	\$0	\$0	\$0	\$0	\$0	\$3,878	\$3,878
Repair Parts	90%						5%	5%	\$65,652	\$59,087	\$0	\$0	\$0	\$0	\$0	\$3,283	\$3,283
Gas & Oil	90%						5%	5%	\$1,141	\$1,027	\$0	\$0	\$0	\$0	\$0	\$57	\$57
Heat	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Rental	90%						5%	5%	\$313	\$282	\$0	\$0	\$0	\$0	\$0	\$16	\$16
Postage	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	90%						5%	5%	\$22,307	\$20,076	\$0	\$0	\$0	\$0	\$0	\$1,115	\$1,115
License & Permit	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	90%						5%	5%	\$364	\$328	\$0	\$0	\$0	\$0	\$0	\$18	\$18
Interfund Charge Backs	90%						5%	5%	\$2,823	\$2,541	\$0	\$0	\$0	\$0	\$0	\$141	\$141
Telephone	90%						5%	5%	\$3,478	\$3,130	\$0	\$0	\$0	\$0	\$0	\$174	\$174
Chemicals	90%						5%	5%	\$17,115	\$15,404	\$0	\$0	\$0	\$0	\$0	\$856	\$856
Utility	90%						5%	5%	\$174,275	\$156,848	\$0	\$0	\$0	\$0	\$0	\$8,714	\$8,714
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%	\$8,781	\$7,903	\$0	\$0	\$0	\$0	\$0	\$439	\$439
Power & Light	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	90%						5%	5%	\$8,575	\$7,718	\$0	\$0	\$0	\$0	\$0	\$429	\$429
Subtotal Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$382,389	\$344,150	\$0	\$0	\$0	\$0	\$0	\$19,119	\$19,119
Disposal Plant																	
Labor	33%	25%	22%	22%	5%	5%	5%	5%	\$984,993	\$0	\$325,048	\$246,248	\$216,698	\$49,250	\$49,250	\$49,250	\$49,250
Retirement Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$139,425	\$0	\$46,010	\$34,856	\$30,674	\$6,971	\$6,971	\$6,971	\$6,971
Insurance Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$205,131	\$0	\$67,693	\$51,283	\$45,129	\$10,257	\$10,257	\$10,257	\$10,257
Repair Parts	33%	25%	22%	22%	5%	5%	5%	5%	\$127,973	\$0	\$42,231	\$31,993	\$28,154	\$6,399	\$6,399	\$6,399	\$6,399
Office Supplies	33%	25%	22%	22%	5%	5%	5%	5%	\$4,066	\$0	\$1,342	\$1,017	\$895	\$203	\$203	\$203	\$203
Gas & Oil	33%	25%	22%	22%	5%	5%	5%	5%	\$5,376	\$0	\$1,774	\$1,344	\$1,183	\$269	\$269	\$269	\$269
Heat	33%	25%	22%	22%	5%	5%	5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemicals	57%				43%			0%	\$804,899	\$0	\$458,792	\$0	\$0	\$346,107	\$0	\$0	\$0
Cont Svcs/Eng & Consult Fees	33%	25%	22%	22%	5%	5%	5%	5%	\$380,422	\$0	\$125,539	\$95,106	\$83,693	\$19,021	\$19,021	\$19,021	\$19,021
Tools	32%	30%	26%	26%	7%	5%		0%	\$17,454	\$0	\$5,585	\$5,236	\$4,538	\$1,222	\$873	\$0	\$0
Other Supplies	32%	30%	26%	26%	7%	5%		0%	\$29,853	\$0	\$9,553	\$8,956	\$7,762	\$2,090	\$1,493	\$0	\$0
Telephone	32%	30%	26%	26%	7%	5%		0%	\$1,439	\$0	\$460	\$432	\$374	\$101	\$72	\$0	\$0
Water	32%	30%	26%	26%	7%	5%		0%	\$714,077	\$0	\$228,505	\$214,223	\$185,660	\$49,985	\$35,704	\$0	\$0
Storm Water	32%	30%	26%	26%	7%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Power & Light	33%	34%	21%	21%	5%	7%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Car Allowance	33%	34%	21%	21%	5%	7%		0%	\$400	\$0	\$132	\$136	\$84	\$20	\$28	\$0	\$0
Conference & Training	33%	25%	22%	22%	5%	5%	5%	5%	\$7,693	\$22	\$2,539	\$1,923	\$1,692	\$385	\$385	\$385	\$385
Insurance	33%	25%	22%	22%	5%	5%	5%	5%	\$95,494	\$0	\$31,513	\$23,874	\$21,009	\$4,775	\$4,775	\$4,775	\$4,775
Dues	33%	25%	22%	22%	5%	5%	5%	5%	\$2,602	\$0	\$859	\$651	\$572	\$130	\$130	\$130	\$130

	Allocation Percentages									WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn	
										System								
Equipment Rental		32%	30%	26%	7%	5%		0%	\$1,208	\$0	\$387	\$362	\$314	\$85	\$60	\$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%	\$3,217	\$0	\$1,062	\$1,094	\$676	\$161	\$225	\$0	\$0	
Fees & Permits		33%	34%	21%	5%	7%		0%	\$22,518	\$0	\$7,431	\$7,656	\$4,729	\$1,126	\$1,576	\$0	\$0	
Subtotal Disposal Plant	0%	38%	20%	18%	14%	4%	3%	3%	\$3,548,240	\$0	\$1,356,455	\$726,389	\$633,835	\$498,554	\$137,690	\$97,659	\$97,659	
Solid Disposal																		
Labor		43%	25%	22%	5%	5%		0%	\$227,500	\$0	\$97,825	\$56,875	\$50,050	\$11,375	\$11,375	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$31,932	\$0	\$13,731	\$7,983	\$7,025	\$1,597	\$1,597	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$53,261	\$0	\$22,902	\$13,315	\$11,717	\$2,663	\$2,663	\$0	\$0	
Repair Parts		33%	34%	21%	5%	7%		0%	\$13,777	\$0	\$4,546	\$4,684	\$2,893	\$689	\$964	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$109	\$0	\$47	\$27	\$24	\$5	\$5	\$0	\$0	
Chemicals		57%			43%			0%	\$113,478	\$0	\$64,682	\$0	\$0	\$48,796	\$0	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$20,327	\$0	\$8,741	\$5,082	\$4,472	\$1,016	\$1,016	\$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%	\$497	\$0	\$164	\$169	\$104	\$25	\$35	\$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%	\$190	\$0	\$63	\$65	\$40	\$10	\$13	\$0	\$0	
Special Services		43%	25%	22%	5%	5%		0%	\$199,991	\$0	\$85,996	\$49,998	\$43,998	\$10,000	\$10,000	\$0	\$0	
Uniforms		43%	25%	22%	5%	5%		0%	\$1,206	\$0	\$519	\$302	\$265	\$60	\$60	\$0	\$0	
Landfill Fees		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Adjustment to Audit		43%	25%	22%	5%	5%		0%	(\$87,620)	\$0	(\$37,677)	(\$21,905)	(\$19,276)	(\$4,381)	(\$4,381)	\$0	\$0	
Supplies		43%	25%	22%	5%	5%		0%	\$92,843	\$0	\$39,922	\$23,211	\$20,425	\$4,642	\$4,642	\$0	\$0	
Subtotal Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$667,491	\$0	\$301,462	\$139,805	\$121,738	\$76,496	\$27,990	\$0	\$0	
Laboratory																		
Labor		30%	35%	15%	10%	10%		0%	\$87,380	\$0	\$26,214	\$30,583	\$13,107	\$8,738	\$8,738	\$0	\$0	
Retirement Benefits		30%	35%	15%	10%	10%		0%	\$12,408	\$0	\$3,722	\$4,343	\$1,861	\$1,241	\$1,241	\$0	\$0	
Insurance Benefits		30%	35%	15%	10%	10%		0%	\$26,346	\$0	\$7,904	\$9,221	\$3,952	\$2,635	\$2,635	\$0	\$0	
Repairs		30%	35%	15%	10%	10%		0%	\$957	\$0	\$287	\$335	\$144	\$96	\$96	\$0	\$0	
Chemicals		30%	35%	15%	10%	10%		0%	\$10,791	\$0	\$3,237	\$3,777	\$1,619	\$1,079	\$1,079	\$0	\$0	
Other Supplies		30%	35%	15%	10%	10%		0%	\$292	\$0	\$88	\$102	\$44	\$29	\$29	\$0	\$0	
Insurance		30%	35%	15%	10%	10%		0%	\$7,119	\$0	\$2,136	\$2,492	\$1,068	\$712	\$712	\$0	\$0	
Office Supplies		30%	35%	15%	10%	10%		0%	\$39	\$0	\$12	\$14	\$6	\$4	\$4	\$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%	\$8,684	\$0	\$2,605	\$3,039	\$1,303	\$868	\$868	\$0	\$0	
Professional Services		30%	35%	15%	10%	10%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$154,017	\$0	\$46,205	\$53,906	\$23,103	\$15,402	\$15,402	\$0	\$0	
Maintenance																		
Labor		43%	25%	22%	5%	5%		0%	\$543,155	\$0	\$233,557	\$135,789	\$119,494	\$27,158	\$27,158	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$76,614	\$0	\$32,944	\$19,154	\$16,855	\$3,831	\$3,831	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$133,156	\$0	\$57,257	\$33,289	\$29,294	\$6,658	\$6,658	\$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%	\$4,191	\$0	\$1,802	\$1,048	\$922	\$210	\$210	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$2,670	\$0	\$1,148	\$668	\$588	\$134	\$134	\$0	\$0	
Minor Equipment		43%	25%	22%	5%	5%		0%	\$3,953	\$0	\$1,700	\$988	\$870	\$198	\$198	\$0	\$0	
Office Supplies		43%	25%	22%	5%	5%		0%	\$572	\$0	\$246	\$143	\$126	\$29	\$29	\$0	\$0	
Other Supplies		43%	25%	22%	5%	5%		0%	\$16,536	\$0	\$7,110	\$4,134	\$3,638	\$827	\$827	\$0	\$0	
Repairs/Maintenance		43%	25%	22%	5%	5%		0%	\$16,880	\$0	\$7,259	\$4,220	\$3,714	\$844	\$844	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$55,365	\$0	\$23,807	\$13,841	\$12,180	\$2,768	\$2,768	\$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%	\$2,009	\$0	\$864	\$502	\$442	\$100	\$100	\$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%	\$26,394	\$0	\$11,349	\$6,598	\$5,807	\$1,320	\$1,320	\$0	\$0	
Subtotal Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$881,495	\$0	\$379,043	\$220,374	\$193,929	\$44,075	\$44,075	\$0	\$0	
General & Administrative																		
Labor	16%	16%	19%	17%	4%	4%	10%	14%	\$472,464	\$75,594	\$75,594	\$89,768	\$80,319	\$18,899	\$18,899	\$47,246	\$66,145	
Retirement Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$103,185	\$16,510	\$16,510	\$19,605	\$17,541	\$4,127	\$4,127	\$10,319	\$14,446	
Insurance Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$109,910	\$17,586	\$17,586	\$20,883	\$18,685	\$4,396	\$4,396	\$10,991	\$15,387	
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%	\$3,498	\$560	\$560	\$665	\$595	\$140	\$140	\$350	\$490	
Office Supplies/Equipment	16%	16%	19%	17%	4%	4%	10%	14%	\$7,485	\$1,198	\$1,198	\$1,422	\$1,273	\$299	\$299	\$749	\$1,048	
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%	\$39,623	\$6,340	\$6,340	\$7,528	\$6,736	\$1,585	\$1,585	\$3,962	\$5,547	
Telephone	16%	16%	19%	17%	4%	4%	10%	14%	\$35,442	\$5,671	\$5,671	\$6,734	\$6,025	\$1,418	\$1,418	\$3,544	\$4,962	
Misc Fixed Charges	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

	Allocation Percentages								WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
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%	\$253	\$40	\$40	\$48	\$43	\$10	\$10	\$25	\$35
Professional Services	16%	16%	19%	17%	4%	4%	10%	14%	\$99,613	\$15,938	\$15,938	\$18,926	\$16,934	\$3,985	\$3,985	\$9,961	\$13,946
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%	\$232	\$37	\$37	\$44	\$39	\$9	\$9	\$23	\$32
Audit	16%	16%	19%	17%	4%	4%	10%	14%	\$9,092	\$1,455	\$1,455	\$1,727	\$1,546	\$364	\$364	\$909	\$1,273
Insurance	16%	16%	19%	17%	4%	4%	10%	14%	\$23,757	\$3,801	\$3,801	\$4,514	\$4,039	\$950	\$950	\$2,376	\$3,326
Uncollectable Accounts	16%	16%	19%	17%	4%	4%	10%	14%	\$98	\$16	\$16	\$19	\$17	\$4	\$4	\$10	\$14
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%	\$650	\$104	\$104	\$123	\$110	\$26	\$26	\$65	\$91
Dues	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal General & Administrative	16%	16%	19%	17%	4%	4%	10%	14%	\$905,302	\$144,848	\$144,848	\$172,007	\$153,901	\$36,212	\$36,212	\$90,530	\$126,742
<u>Meter Reading</u>																	
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%	\$283,890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$283,890
GASB 68 Pension Exp							100%	0%	(\$7,080)	\$0	\$0	\$0	\$0	\$0	\$0	-\$7,080	\$0
Office Supplies							50%	50%	\$25,574	\$0	\$0	\$0	\$0	\$0	\$0	\$12,787	\$12,787
Car Allowance								100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Meter Reading							2%	98%	\$302,384	\$0	\$0	\$0	\$0	\$0	\$0	\$5,707	\$296,677
<u>Pretreatment Program</u>																	
Professional Services		43%	25%	22%	5%	5%		0%	\$66,760	\$0	\$28,707	\$16,690	\$14,687	\$3,338	\$3,338	\$0	\$0
Licenses & Permits		43%	25%	22%	5%	5%		0%	\$2,078	\$0	\$893	\$519	\$457	\$104	\$104	\$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%	\$405	\$0	\$174	\$101	\$89	\$20	\$20	\$0	\$0
Conference/Training		43%	25%	22%	5%	5%		0%	\$198	\$0	\$85	\$49	\$44	\$10	\$10	\$0	\$0
Safety Equipment		43%	25%	22%	5%	5%		0%	\$418	\$0	\$180	\$105	\$92	\$21	\$21	\$0	\$0
Office Supplies		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Pretreatment Program	0%	43%	25%	22%	5%	5%	0%	0%	\$69,858	\$0	\$30,039	\$17,465	\$15,369	\$3,493	\$3,493	\$0	\$0
Total O & M	22%	26%	15%	13%	8%	3%	4%	8%	\$8,660,796	\$1,888,694	\$2,258,052	\$1,329,946	\$1,141,875	\$674,232	\$264,861	\$387,977	\$715,160
<u>Capital Costs</u>																	
<u>Depreciation</u>																	
Sanitary Sewer	80%	0%	0%	0%	0%	0%	10%	10%	\$2,451,684	\$1,961,347	\$0	\$0	\$0	\$0	\$0	\$245,168	\$245,168
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$480,327	\$432,294	\$0	\$0	\$0	\$0	\$0	\$24,016	\$24,016
Disposal Plant	0%	45%	21%	18%	11%	4%	0%	0%	\$1,111,185	\$0	\$501,849	\$232,736	\$202,660	\$127,345	\$46,595	\$0	\$0
Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$95	\$0	\$29	\$33	\$14	\$10	\$10	\$0	\$0
Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$182,063	\$0	\$78,287	\$45,516	\$40,054	\$9,103	\$9,103	\$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%	2%	98%	\$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
<u>Rate of Return</u>																	
Collection System (Sanitary Sewer)	80%	0%	0%	0%	0%	0%	10%	10%	\$3,007,715	\$2,406,172	\$0	\$0	\$0	\$0	\$0	\$300,772	\$300,772
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$521,381	\$469,243	\$0	\$0	\$0	\$0	\$0	\$26,069	\$26,069
Treatment Facility	0%	45%	21%	18%	11%	4%	0%	0%	\$1,790,853	\$0	\$808,810	\$375,092	\$326,619	\$205,236	\$75,096	\$0	\$0
Total Capital Costs									\$9,545,304	\$5,269,057	\$1,388,975	\$653,377	\$569,347	\$341,694	\$130,804	\$596,025	\$596,025
Subtotal Revenue Requirements									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185
<u>Other Income</u>																	
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									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185
<u>Summary</u>																	
Allocation of Costs to Function and Classification for User Rates																	

	Allocation Percentages								WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
										Conveyance System							
San Sewer, Admin Pretreatment, Meter Reading	70%	2%	2%	2%	0%	0%	10%	13%	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	0%	42%	22%	18%	12%	4%	1%	1%	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total	39%	20%	11%	9%	6%	2%	5%	7%	18,206,100	7,157,751	3,647,027	1,983,322	1,711,222	1,015,926	395,665	984,003	1,311,185

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:	Prior Year Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	City Customers Only	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	All Customers except Sunset	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	All Customers	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total		\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185

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	817,139	24,197	\$33.77
Meter/Connection Charge	1,144,322	32,441	\$35.27

Meter Size	Equiv Ratio	Meter/Connection Charge	Customer Charge	Total Fixed Charge
5/8"	1	\$35.27	\$33.77	\$69.04
3/4"	1	\$35.27	\$33.77	\$69.04
1"	2.5	\$88.19	\$33.77	\$121.96
1 1/4"	3.75	\$132.28	\$33.77	\$166.05
1 1/2"	5	\$176.37	\$33.77	\$210.14
2"	8	\$282.20	\$33.77	\$315.97
3"	15	\$529.12	\$33.77	\$562.89
4"	25	\$881.86	\$33.77	\$915.63
6"	50	\$1,763.72	\$33.77	\$1,797.49
8"	80	\$2,821.96	\$33.77	\$2,855.73
10"	125	\$4,409.31	\$33.77	\$4,443.08
12"	175	\$6,173.03	\$33.77	\$6,206.80

Volumetric Charges

Charge Type	Cost	Billable Units (Cu. Ft or lbs)	Rate/Unit
Flow Charge per 100 CF	\$174,887	1,957,358	\$0.09
Conveyance Charge per 100 CF	\$5,912,063	1,939,752	\$3.05
BOD Charge per lb.	\$189,472	4,250,576	\$0.04
TSS Charge per lb.	\$169,270	5,099,326	\$0.03
P Charge per lb.	\$39,705	117,728	\$0.34
NH3-N Charge per lb.	\$39,705	424,302	\$0.09
BOD Charge per 100 CF			\$0.07
TSS Charge per 100 CF			\$0.05
P Charge per 100 CF			\$0.02
NH3-N Charge per 100 CF			\$0.01
Total Volumetric Rate per 100 Cu. Ft			\$3.29

Pumping Stations User Rate Calculations (City, Blackwolf, Island View, Winnebago, Edgewood SD's)

Fixed Charges (Annual)

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	69,205	24,197	\$2.86
Meter/Connection Charge	69,205	32,441	\$2.13

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$2.13	\$2.86	\$4.99
3/4"	1	\$2.13	\$2.86	\$4.99
1"	2.5	\$5.33	\$2.86	\$8.19
1 1/4"	3.75	\$8.00	\$2.86	\$10.86
1 1/2"	5	\$10.67	\$2.86	\$13.53
2"	8	\$17.07	\$2.86	\$19.93
3"	15	\$32.00	\$2.86	\$34.86
4"	25	\$53.33	\$2.86	\$56.19
6"	50	\$106.66	\$2.86	\$109.52
8"	80	\$170.66	\$2.86	\$173.52
10"	125	\$266.66	\$2.86	\$269.52
12"	175	\$373.32	\$2.86	\$376.19

Volumetric Charges

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Conveyance Charge per 100 CF	\$1,245,687	5,524,723	\$0.23
Total Volumetric Rate per 100 Cu. Ft			\$0.23

Treatment Facility User Rate Calculations (All Customers)

Fixed Charges (Annual)

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	97,659	24,197	\$4.04
Meter/Connection Charge	97,659	32,441	\$3.01

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$3.01	\$4.04	\$7.05
3/4"	1	\$3.01	\$4.04	\$7.05
1"	2.5	\$7.53	\$4.04	\$11.56
1 1/4"	3.75	\$11.29	\$4.04	\$15.32
1 1/2"	5	\$15.05	\$4.04	\$19.09
2"	8	\$24.08	\$4.04	\$28.12
3"	15	\$45.16	\$4.04	\$49.19
4"	25	\$75.26	\$4.04	\$79.30
6"	50	\$150.52	\$4.04	\$154.56
8"	80	\$240.83	\$4.04	\$244.87
10"	125	\$376.30	\$4.04	\$380.34
12"	175	\$526.82	\$4.04	\$530.86

Volumetric Charges (All Customers)

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Flow Charge per 100 CF	\$3,472,139	5,807,382	\$0.60
BOD Charge per lb.	\$1,793,850	4,806,665	\$0.37
TSS Charge per lb.	\$1,541,952	5,655,415	\$0.27
P Charge per lb.	\$976,221	139,971	\$6.97
NH3-N Charge per lb.	\$355,960	479,911	\$0.74
BOD Charge per 100 CF			\$0.58
TSS Charge per 100 CF			\$0.43
P Charge per 100 CF			\$0.44
NH3-N Charge per 100 CF			\$0.12
Total Volumetric Rate per 100 Cu. Ft			\$2.16

Wastehauler Charges

Septic Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$23.46
TSS Charge per 100 Cu. Ft	\$28.62
P Charge per 100 Cu Ft.	\$13.68
NH3-N Charge per 100 Cu. Ft	\$0.78
Total	\$67.23

Holding Tank Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$1.30
TSS Charge per 100 Cu. Ft	\$1.53
P Charge per 100 Cu Ft.	\$0.91
NH3-N Charge per 100 Cu. Ft	\$0.26
Total	\$4.69

Porta Potty Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$11.73
TSS Charge per 100 Cu. Ft	\$17.17
P Charge per 100 Cu Ft.	\$11.40
NH3-N Charge per 100 Cu. Ft	\$0.52
Total	\$41.51

Mixed Load Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$2.35
TSS Charge per 100 Cu. Ft	\$1.72
P Charge per 100 Cu Ft.	\$2.05
NH3-N Charge per 100 Cu. Ft	\$0.65
Total	\$7.45

Rate Summary

	City (Inside)
Fixed charge per connection	\$81.08
Rate per 100 Cu. Ft	\$5.68
BOD rate per lb.	\$0.418
TSS rate per lb.	\$0.306
P rate per lb.	\$7.312
NH3-N Charge per lb.	\$0.835

Outside User Rate Calculations Rate Summary

City of Oshkosh, WI



Monthly Charges - Sunset Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Algoma Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Blackwolf, Winnebago, Island View, Edgewood Sanitary Districts

Volumetric Rate per 100 Cubic Feet	\$2.38
------------------------------------	--------

Summary of Projected Revenues by Sanitary District

	Annual Revenue
Algoma SD	\$560,723.64
Sunset SD	\$10,706.12
Blackwolf SD	\$157,694.93
Island View SD	\$46,677.43
Edgewood Shangri-la SD	\$6,879.81
Winnebago SD	\$6,667.86
Totals	\$789,349.79

ADDENDUM D

This Addendum presents terms that are unique and targeted to the District. These terms are incorporated into and become part of the Agreement.

- 1) Notwithstanding Section III(F) of the Agreement, the City, upon execution of this Agreement, shall immediately assume ownership of an 18" wastewater pipe, more particularly described as an 18" diameter sanitary sewer pipe, including all manholes and appurtenances, starting from and including the furthest existing upstream manhole in Ryf Rd. (approx. 2,500 west of the centerline of Edgewood Rd.) downstream, generally southeast, to where the sewer passes under the Wiouwash Trail. The City will prepare a Bill of Sale or similar document to evidence this transfer of ownership. There will be no payment for this pipe. The City shall also prepare Assignment and Assumption of Easements as may be necessary to complete this transfer of ownership and maintenance responsibilities.
- 2) Due to the transfer in ownership of the 18" pipe to the City, the City will pay for and install a flow meter and integrated telemetry system at the District's lift station. Upon installation, the flow meter and telemetry system will be owned by the District, as will be evidenced by a Bill of Sale or similar document. The District will be responsible for maintenance and replacement of the meter and telemetry system as may become necessary.
- 3) Flow from the District will continue to be measured using water flow meters until 90 days following the City's confirmation in writing that the flow meter and telemetry installed by the City are operating as designed in accordance with their respective specifications.

Consequently, the prior agreement entered into between the Parties for the purpose of water meter reading, entitled "Agreement for Maintenance and Metering" and dated October 26, 1998 is hereby extended through installation of the flow meter and telemetry system. Within ninety (90) days of the flow meter and telemetry system installation, flow measurement will transition from water meters to the wastewater flow meter and REC for connections which do not flow through the wastewater meter. Additionally, the "Agreement for Maintenance and Metering" shall terminate 90 days after the flow meter installation.

ADDENDUM E

Purchase of Additional Capacity

The District may request to purchase additional capacity within the WWTP and WWTP collection system. Requests will be reviewed by the City based upon the current and anticipated system capacity at the time of the request.

If the system capacity will support additional capacity from the requesting District, the City may agree and the District will purchase that capacity by taking the amount of accumulated depreciation on all assets that are or will be used by the district, including but not limited to the WWTP, interceptors, force mains and lift stations, and multiplying this amount by the increase in the percentage of capacity in the WWTP and in the lift station or other assets allocated to any District under the new agreement. To the extent that a District may use or benefit from a lift station(s), they will be required to purchase the additional capacity based on the value of the accumulated depreciation on the lift station(s) which would be evaluated at the time of purchase.

The District would pay for depreciation expense and return on investment on the undepreciated balance of WWTP and other assets used by the district through its sewer user charges as provided for in the new agreement.

In no case shall the City be obligated to enlarge or otherwise modify its collection system or the WWTP to provide for additional capacity.

Example Calculation for 0.1 Percent of WWTP Capacity (20,000 gallons per day) with no lift station:

Interceptor Sewers – Accumulated Depreciation	\$ 3,928,713
WWTP – Accumulated Depreciation	\$40,085,432
Total	\$44,014,145
	<u> x 0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 44,014

Additional Buy-in Lift Stations:

Lift-Station Cost	\$8,799,502
	<u> X0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 8,800

Buy-In per 0.1% Capacity Allocation WWTP & Lift Station \$ 52,814



TO: Honorable Mayor and Members of the Common Council
FROM: Lynn Lorensen, City Attorney
DATE: October 28, 2025
SUBJECT: Res 25-544 Approve Sanitary District Agreement with Island View Sanitary District (October 1, 2025 through December 31, 2045)

BACKGROUND

At its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts. As noted at that time, addendums with individual districts remained outstanding and were required to finalize the agreements. The addendums contain maps and terms that may be specific to each District.

As an incentive to complete the addendum in a timely manner staff offered to apply the new contractual rates to 3rd quarter 2025 billing (the contractual rates are lower than the non-contractual rates that the districts are currently paying), upon final agreement with the largest district, the Algoma Sanitary District No. 1, and approval by the individual districts in time for council consideration at the October 28, 2025 council meeting. The Algoma Sanitary District and Island View District have both approved the agreement.

ANALYSIS

This resolution will approve the final Sanitary District Agreement with the Island View Sanitary District. For all districts, the term of the Agreement is through December 31, 2045. In addition, for all districts because of the long term of the agreement and discrepancies found in current mapping the agreements include provisions allowing the maps to be updated over the term of the agreement as service areas are amended. Staff at East Central Wisconsin Regional Planning Commission (ECWRPC) have indicated that they will review maps in the next year and update in accordance with the agreements reached. Changes to those maps will not require council approval to update the maps attached to the agreement as the agreement anticipates updating maps over the course of the agreement in accordance with approved changes.

Terms specific to the Island View Sanitary District include:

- Clarification of ownership and maintenance responsibilities within the existing system.
- Clarification of the imposition of connection charges for newly developing city parcels directly connecting to district pipes.
- Clarification of the calculation of the city share of district lift station costs for city customers whose wastewater flows through the district lift station.
- Agreements to communicate and work together for the benefit of all customers in this area.

FISCAL IMPACT

Approval of this Agreement will move this sanitary district to billing under the new contractual rates which are less than the current non-contractual rates, but save the City costs related to

monitoring service with a customer not under a current agreement and enforcement of city ordinances in the districts which is a requirement included within the contractual provisions for districts. As noted in the September 23, 2025 resolution approving the Master Agreement, the new agreement also allows the city to recoup the costs of providing service to sanitary districts in a consistent and equitable manner that is reflective of the portion of wastewater services and infrastructure used by the districts.

The City has been paying a share of the lift station costs in this area attributable to city customers whose wastewater flows through the lift station; the agreement continues that practice.

RECOMMENDATION

Staff recommends approval of the proposed Agreement.

Attachments

Res 25-544

Island View Sanitary District Agreement

10/28/2025

25-544

RESOLUTION

CARRIED

4-0

PURPOSE: APPROVE SANITARY DISTRICT AGREEMENT WITH ISLAND VIEW SANITARY DISTRICT (OCTOBER 1, 2025 THROUGH DECEMBER 31, 2045)

INITIATED BY: CITY ADMINISTRATION

WHEREAS, at its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts; and

WHEREAS, the Master Agreement governs general terms applicable to all districts and each district requires individualized maps and individual terms specific to their district; and

WHEREAS, it is therefore necessary to approve a final agreement with each sanitary district; and

WHEREAS, city staff and district representatives met and agreed to individualized attachments identifying boundaries, connection points and any necessary individualized provisions for each district; and

WHEREAS, the District has approved the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the attached Sanitary District Agreement with Island View Sanitary District for the provision of sanitary sewer and wastewater treatment service for the period from October 1, 2025 through December 31, 2045 is hereby approved and that 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.

BE IT FURTHER RESOLVED that the proper city officials are hereby authorized and directed to apply contractual rates as provided for within this Agreement for services, including during the 3rd quarter of 2025, to be billed after the execution of this Agreement.

City of Oshkosh and Island View Sanitary District Agreement

This Oshkosh Sanitary Districts Master Agreement (“Agreement”) is made between the City of Oshkosh, a Wisconsin Municipality with its principal offices located at 215 Church Avenue, Oshkosh, Winnebago County, Wisconsin 54902-1130 (“City”) and the Island View Sanitary District, a body politic organized and existing pursuant to Chapter 60, Subchapter IX Town Sanitary Districts, §60.70 et. seq. Wis. Stats., with its principal offices located at 230 E. County Road Y, Oshkosh, Winnebago County, Wisconsin 54901 (“the District”).

Whereas, City and the District (collectively referred to herein as “the Parties”) have previously entered into agreements for the provision of sanitary sewer and wastewater treatment service (“Services”) by the City to the District; and

Whereas, the Parties wish to enter into an updated master agreement with common provisions applicable to all districts served by the City of Oshkosh;

Whereas, specific provisions applicable to each individual district shall be incorporated in addendums to each master agreement, with the terms of the master agreement remaining uniform between the districts; and

Whereas, the City is not obligated to provide extraterritorial service to the District except through a specific agreement for such services; and

Whereas, the City and the District entered into previous agreements for the transportation and treatment of the District wastewater and recognize that the District is currently dependent upon the City for service; and

Whereas, the City and District each desire to enter into this Agreement to continue their long-term relationship; and

Whereas, in return for the City providing the Services, the District agrees that the District will not promote competition for development or for movement or expansion of existing commercial and industrial concerns located in the City that would be in violation of an existing or amended Cooperative Plan/Agreement between the City and a respective Town and/or Sanitary District; and

Whereas, the Parties intend the foregoing provisions are contractual in nature and not to be construed as mere recitals to this Agreement.

Now, therefore, the Parties by their duly authorized representatives, agree as follows:

I. Term of Agreement.

This Agreement shall commence for the billing period beginning October 1, 2025, or alternatively for the next quarterly billing period following the latest date set forth in the signature blocks below, and shall continue through December 31, 2045, and shall continue thereafter, subject to the provisions of Article XIII.

II. Acronyms and Definitions.

A. Allocated Capacity. The flow capacity allocated to the District in Addendum B.

Classes of Flow Capacity: Maximum Hour Flow – the greatest total volume of wastewater during any consecutive 60-minute period expressed in terms of gallons per hour.

Maximum Day Flow – the greatest total volume of wastewater during any consecutive 24-hour period expressed in terms of millions of gallons per day.

Maximum Week Flow – the greatest total volume of wastewater during any consecutive 7-day period expressed in terms of millions of gallons per day.

Maximum Month Flow – the greatest total volume of wastewater during any consecutive 30-day period expressed in terms of millions of gallons per day.

Annual Average Daily Flow – the total volume of wastewater over one calendar year divided by 365 expressed in terms of millions of gallons per day.

B. CMAR. Compliance Maintenance Annual Report that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.

- C. **CMOM.** Capacity, Management, Operation and Maintenance program that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.
- D. **Connection Point.** The point at which the District's Collection System discharges to the City's Collection System.
- E. **Collection System.** The individual and combination of infrastructure assets constructed, installed and used for the transmission of sanitary wastewater. These assets include, but are not limited to gravity pipes, manholes, force mains, valves, pump/lift stations with all their components, and associated ancillary assets required to monitor, control and evaluate flow.
- F. **Data Logger.** An electronic device that automatically monitors and records environmental parameters over time, allowing conditions to be measured, documented, analyzed, and validated.
- G. **Designated Management Agency.** An entity designated in an areawide water quality management plan having responsibility for implementing specific plan recommendations ("DMA") reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- H. **District Wastewater Concentration.** For purposes of calculating wastewater charges, the following definitions shall apply: Wastewater having organic concentrations of Biochemical Oxygen Demand (BOD₅) with an annual average of 250 milligrams per liter (mg/L), Total Suspended Solids (TSS) with an annual average of 250 milligrams per liter (mg/L), Phosphorous (P) with an annual average of 10 milligrams per liter (mg/L), and Ammonia-Nitrogen (NH₃-N) with an annual average of 25 milligrams per liter (mg/L).
- I. **EPA.** United States Environmental Protection Agency.
- J. **Infiltration.** Water that enters a Wastewater System from the ground, including, but not limited to, such sources as defective pipes, pipe joints, connections, or manholes.

- K. Inflow.** Water that enters a Wastewater System through inappropriate connections including, but not limited to, sump pumps, roof leaders, cellar drains, and yard drains.
- L. Rate of Return.** The formula for calculating the Rate of Return is the total annual principal and interest payments for the City's sewer utility debt in the test year plus an additional 10% of the annual principal and interest payments less the City's annual depreciation expense for the City's Wastewater System. The dollar amount is then divided by the net book value of the City's Wastewater System to arrive at a percentage Rate of Return calculation.
- M. Residential Equivalent Connection.** The Residential Equivalent Connection or "REC" is the formula for calculating the annual discharge of an unmetered domestic residential unit. A Residential Equivalent Connection or "REC" shall be defined as 100 gallons per person per day of average daily flow with Category A domestic strength wastewater concentrations as defined in the City of Oshkosh Municipal Code, Ch. 24. A residential unit shall be defined as 3 people per unit.
- N. Sewer Service Area.** The area presently served or anticipated to be served by a sewage collection system ("SSA") as reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- O. Technical Standards Committee.** A committee made up of representatives from the City and the Districts created to discuss matters of a technical nature as described in Article XI.
- P. Wastewater System.** The combination of physical, chemical and biological components used to collect, pump, analyze, measure and treat raw wastewater and dispose of treated wastewater and biosolids in accordance with Federal and State laws, regulations and permit requirements. The Wastewater System includes, but is not limited to, the Collection System and the Wastewater Treatment Facility.
- Q. Wastewater Treatment Facility.** A plant in which a combination of physical, chemical and biological processes are used to treat wastewater

and remove pollutants. The Wastewater Treatment Facility for the City is currently located at 233 N. Campbell Road, Oshkosh, WI.

R. WDNR. Wisconsin Department of Natural Resources.

S. WPDES. Wisconsin Pollution Discharge Elimination System.

III. District Boundaries and Service Area.

A. Establishment of Boundaries.

The boundaries of the District are established in Addendum A, which is incorporated into this Agreement and made a part hereof ("District Boundaries").

These boundaries will be modified by Amendment to reflect Sewer Service Area ("SSA") amendments and Designated Management Agency ("DMA") amendments approved by the Wisconsin Department of Natural Resources ("WDNR") which are within the boundaries of the District or the defined protected town areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The City agrees not to unreasonably withhold, delay, or condition its approval of boundary modifications within the District, or defined protected town areas as defined in a Cooperative Plan, which include development anticipated to occur within the Allocated Capacity of the District as defined within Addendum B to this Agreement. City disapproval under this paragraph will be based upon a reasonable determination of the lack of sufficient contracted capacity for flow, load, or strength, the lack of sufficient downstream capacity in the City's Collection System, or other substantial engineering consideration related to a District's proposed construction or extension.

The boundaries will be similarly amended for annexation and attachment of City service areas under Sections E and F below to reflect sewer service amendments approved by the WDNR which are within the boundaries of the City or the defined City growth areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The District agrees not to unreasonably withhold,

delay, or condition its approval of boundary modifications within the City or City growth areas as defined in a Cooperative Plan.

B. Service Outside of the District Boundary.

The City shall provide Services to the District only within the District Boundaries authorized by this Agreement.

Except as provided in paragraph A, the City has no obligation to provide Services to any properties not currently located within the District Boundaries and all rights are reserved by the City to decline to provide Services to any properties outside of the District Boundaries as established in Addendum A regardless of any proposed or future changes to the boundaries of the District.

C. Connection Point(s).

The Connection Point(s) between the District's Collection System and the City's Collection System are established in Addendum A. Changes in the Connection Point(s) required for any reason, may be agreed upon by the representatives for the Parties by written Memorandum of Understanding and new Addendums may be attached to the Agreement indicating the changes in Connection Points and date of change. In the case of the City the representative shall be the Director of Public Works, and in the case of the District the representative shall be the District President. A change in the Connection Point(s) shall not require formal amendment of the Agreement between the Parties.

D. District Mapping and Connections within the District.

The District shall provide to the City maps of current District facilities and connections within the District which shall be updated annually to include any changes to the location of facilities or connections and any additional connections to the system. The maps shall clearly depict how each property is metered.

The District may permit additional connections to the District's Collection System, subject to Section VII(H), provided that such connections are within the District and SSA/DMA boundaries and that the District does not exceed its Allocated Capacity described in Addendum B, which is incorporated into this Agreement and made a part hereof. The District shall

submit to the City's Public Works Director annually, during the month of December, a report showing the total current number of connections to the District's Collection System. The report shall contain the addresses of the premises served by those connections, the type of land use associated with each connection to the District's Collection System, and clearly indicate any new connections made to the District's Collection System occurring during the previous calendar year.

E. Currently Existing Atypical Sewer System Connections.

The Parties acknowledge that there are various atypical sewer connections within both the City and various districts at the time of entry into this Agreement. The Parties agree that the currently existing atypical sewer connections, shall generally be treated as follows:

1. The Parties agree that those properties that are located within the District but discharge sewage to the City's Collection System at a point other than a metered Connection Point may continue to discharge sewage directly to the City's Collection System, provided that the District timely complies with the requirements of Article VII pertaining to Flow Measurement.
2. Those City properties that have been annexed or attached to the City but are still connected to the District's Collection System shall continue to remain connected to the District's Collection System, except as these areas may be brought into the City as provided in Paragraph F below or as may be otherwise agreed upon by the Parties. For example, in the case of parcels located within the City currently served by the Town of Algoma Sanitary District No. 1, service by the City may begin immediately upon execution of this Agreement for certain of these parcels, while City service to certain other parcels will occur no earlier than 20 years following execution of this Agreement.
3. The quantity of flow from a user connection shall be determined in accordance with Article VII of this Agreement pertaining to Flow Measurement.

F. Annexations/Attachments/Detachments.

In accordance with Section 60.79 of the Wisconsin Statutes, the annexation of any parcel within the District detaches the parcel from the District. If at any point an annexation or attachment causes a portion of the District's Collection System to be bordered by City properties on each side, then the City may acquire the infrastructure assets of the District's Collection System located within the annexed area as follows:

1. If the sanitary flow through the annexed area connects directly to the City's Collection System without passing through any other portion of the District's Collection System and without passing through a District meter, then the City shall acquire all the assets of the District's Collection System located within the annexed area, including but not limited to pipes, pumps, valves, and manholes.
2. If the sanitary flow through the annexed area cannot connect directly to the City's Collection System without passing through any other portions of the District's Collection System or without passing through a District meter, then the District shall continue to own and maintain the infrastructure assets located in the annexed area until the District meter is relocated and/or the Collection System is able to directly connect to City facilities under paragraph 1 above.
3. If the sanitary flow can connect directly to the City's Collection System or if a majority of the patrons already receiving sewer service within a definable area are City patrons, the City may take over ownership and maintenance responsibilities for the portion of the system within the defined area. At that time, the City shall acquire and maintain all infrastructure assets of the District's Collection System located within the defined area including, but not limited to, pipes, pumps, valves, and manholes.

When the City acquires a portion or all of the District's Collection System, the following shall apply regarding the infrastructure assets formerly owned by the District:

1. If the assets were financed by a private developer or in any other manner without direct cost to the District, the acquired assets shall be transferred to the City without cost to the City.

2. If the assets were a utility financed purchase by District through the issuance of bonds or other debt and said indebtedness remains unpaid, the City shall pay to the District the proportionate share of any remaining indebtedness that is attributable to the purchase of the assets. The City's payment shall be made either in one sum, or in annual installments of the amount necessary to pay the proportionate share of the principal and interest when due. The District shall apply the moneys received from the City strictly to the payment of the principal and interest due.
3. If the assets were purchased by the District without incurring debt, then the City shall pay to the District the depreciated value, if any, of the assets as identified in the accounts of the District or as reasonably calculated in relation to the anticipated remaining useful life of the assets.
4. The Parties recognize that while the above parameters will generally provide a reasonable means to calculate the value of assets, that there may be circumstances in individual cases that require adjustment to these calculations and the Parties agree to work together in good faith in such cases to reasonably calculate the value of the assets to be acquired. In the case of a dispute, the Parties agree that they may seek the assistance of an independent outside person to assist with the valuation of the assets or mediator. If the Parties are unable to reach agreement, the City may take over the assets and either Party may petition the Wisconsin Public Service Commission to seek resolution of the matter in relation to compensation.

Should a detachment occur, the same process and analysis shall apply to allow the District to acquire the infrastructure assets of the City's Collection System located within the detached area.

The Parties agree that they will execute any documents reasonably necessary to facilitate the above transactions including easements, bills of sale, deeds, release of easements, or similar documents.

G. Parties' Assets.

Notwithstanding anything to the contrary, the City continues to solely own, operate, maintain and replace its Collection System and Wastewater Treatment Facility, and shall solely bear the cost of any repair or replacement for its Collection System and Wastewater Treatment Facility. The District continues to solely own, operate, maintain and replace its Collection System, and shall solely bear any cost of repair or replacement for its Collection System and any related facilities.

H. District Specific Terms.

This Agreement is a standard master agreement between the City and each of the sanitary districts it serves. The Agreement establishes foundational terms and conditions that are applicable to all districts. The District may have unique requirements and circumstances regarding service area, asset ownership, or transfer, and as a result, Addendum D is hereby incorporated into this Agreement to delineate District specific terms and conditions.

IV. Services to be Provided.

A. Wastewater Transportation.

The City shall receive wastewater generated within the District Boundaries at Connection Points as provided for in Addendum A. The City shall be responsible for the transportation of the wastewater from the Connection Point(s) through the City's Collection System to the City's Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System. The District shall be responsible for the transportation of the wastewater through the District's Collection System to the Connection Point(s) and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System.

B. Wastewater Treatment.

The City shall provide treatment of the wastewater from the District at the City's Wastewater Treatment Facility. The City shall own, operate and maintain the Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation of the Facility and complying with all reporting requirements for the Facility.

C. Capacity Allocation.

The City shall allocate capacity in its Collection System and its Wastewater Treatment Facility as provided for in Addendum B, which is incorporated into this Agreement and made a part hereof. Each District may also request to purchase additional capacity according to the formula provided in Addendum E. City approval under this paragraph shall not be unreasonably withheld, conditioned, or delayed.

The District acknowledges that the capacity allocated to it in Addendum B is calculated as determined as a percentage of the total treatment capacity of the Wastewater Treatment Facility. If, for any reason, there are changes to the total treatment capacity of the Wastewater Treatment Facility, including a change in state or federal regulatory requirements, the District's capacity in Addendum B shall be adjusted accordingly. Specifically, the District shall maintain their percentage allocation, but the District's percentage allocation shall now be applied to the new adjusted total treatment capacity of the Wastewater Treatment Facility.

Both Parties agree that if any changes occur to the total treatment capacity of the Wastewater Treatment Facility, the City shall provide the District with notice of the revised capacity which shall be determined either by the limits stated in the City's current WPDES permit or through an engineering study, submitted to and approved by the WDNR if required.

The District acknowledges that although its overall capacity is a percentage of the total treatment capacity of the Wastewater Treatment Facility, the District's capacity may be further constrained at specific Connection Points due to the limitations of the Collection System (including the size of the existing pipes and infrastructure).

V. District's Compliance with Wastewater Regulations.

A. District's Compliance with City's Wastewater Service Regulations.

1. Waste Characteristics.

Characteristics of waste delivered to the City's Collection System at each connection point must meet the requirements of Chapter 24 of the City of Oshkosh Municipal Code.

District wastewater strength may be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed annually by a third-party laboratory. The District shall be responsible for paying for the annual testing.

Alternatively, at the option of either Party, the District wastewater strength may also be calculated by taking an annual rolling average, which will be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed quarterly by a third-party laboratory. Results of the testing will be aggregated with the data collected quarterly over the past twelve months, to calculate an annual average. This annual average will be used to determine District wastewater strength in relation to the definition of Category A set forth in this Agreement. In the event a District desires to use an annual rolling average to calculate wastewater strength, the District shall be responsible for paying for the quarterly testing. In the event the City desires to use an annual rolling average to calculate wastewater strength, the District and City shall equally be responsible for paying for the quarterly testing.

2. Applicability of City Ordinance and Administrative Rules

The City's provision of Services is subject to the District's compliance with and enforcement of all applicable City ordinances and administrative rules pertaining to protection of the City's Wastewater System and the prevention of cross connections with any other utility systems. All discharges from the District's Collection System into the City's Wastewater System shall be subject to Chapter 24 of the City of Oshkosh Municipal Code and the District's Board of Commissioners shall adopt and enforce regulations regarding the use of the District's Collection System that includes the same language as Sections 24-4, 24-5, 24-6, 24-6.1 through 24-6.4, 24-6.6 and 24-6.7 of the City of Oshkosh Municipal Code, except (1) replacing the word "City" or words "City of Oshkosh" with the name of the Sanitary District, except in the case where the sentence refers to the City's Wastewater Treatment Plant (Facility) or the City's Industrial Wastewater Discharge Handbook; (2) replacing the terms "Control Authority" and "Authority" with the term "District's Board of Commissioners;" and, (3) replacing the term "Utility

Operations Manager” with the term “District’s President”. The City reserves its legislative right to amend its ordinances and regulations as it deems prudent or necessary.

Unless expressly required by state or federal laws or regulations, or conditions of the City’s WPDES permit, if an amendment to the City’s ordinances would conflict with the terms and conditions of this Agreement the City cannot unilaterally amend its ordinances or administrative rules without first submitting the proposed amendment to the Technical Standards Committee (“TSC”) for its review and recommendation. However, if the City notifies the TSC of an amendment and the TSC does not provide its recommendation within 30 days of the City’s notification, the City may take action without the TSC’s recommendation.

The City agrees that it will not amend its ordinances with the effect of invalidating this Agreement, or unjustly targeting the District. Any amendment to the City’s ordinances are to be made in good-faith with the objective of achieving equitable and comprehensive system-wide regulation.

B. Sanitary District Ordinance Applying City Ordinance

The District must provide by ordinance that the City’s sewer use ordinance as amended from time to time applies within their jurisdictions, including that all customers within their jurisdictions who require pretreatment of sewage are subject to the provisions of the City’s sewer use ordinance relating to pretreatment.

The District shall periodically, and specifically upon request of the City, sample and provide all sampling and test results for all customers within its jurisdiction who are or may be subject to the provisions of the City’s sewer use ordinance relating to pretreatment or as necessary to comply with the District’s or City’s WPDES permit(s). The District shall work with the City to sample and test within their District’s own system as discussed in Article VI of this Agreement, to assure compliance with the pretreatment requirements.

Notwithstanding the above, this paragraph shall not limit the Parties' rights or responsibilities for testing under state and federal law.

C. District's Compliance with State and Federal Regulation.

The District shall comply with all State of Wisconsin and Federal laws, regulations and orders concerning wastewater systems. Specifically, the District shall comply with the State of Wisconsin's General Permit under the WPDES for Satellite Sewage Collection Systems (WI-0047341-06-0 or as may be updated from time to time). The District shall provide the City a copy of the District's Capacity, Management, Operation and Agreement (CMOM) and the most recent Compliance Maintenance Annual Report (CMAR) within 30 days of the effective date of this Agreement, and any updates to the CMOM and CMAR within 30 days after they are completed. The District shall also provide the City with any notices of violation, administrative orders, consent orders, consent decrees or any written enforcement action taken by the WDNR or the EPA within 10 business days of receipt by the District. Notwithstanding the preceding, the submission of a District's CMOM or CMAR does not grant the City any right to unilaterally amend a CMOM or a CMAR. District security plans will be redacted if they are included as part of a District's CMOM or CMAR.

VI. Sampling of and Access to District Wastewater.

A. Sampling of District Wastewater.

The City shall cause periodic sampling and analyses to be conducted, at least annually, of District wastewater. Initial samples will be collected at the connection points. Samples will be collected and analyzed in the same manner that samples are collected and analyzed for the City's industrial user program. Reports generated from the sampling and analysis shall be provided by the City to the District in a timely manner. If a sample shows high strength waste, or any other condition present in violation of Chapter 24 of the City of Oshkosh Municipal Code, the Parties shall work together to have additional testing completed which may be at points other than the connection point. The District shall pay the City for the sampling and analysis at the same cost and rate as the City's industrial user program.

B. Inspection of District's Collection System.

The District shall conduct periodic inspections of its Collection System to ensure that users of the Collection System are in compliance with all applicable regulations and take appropriate action to correct or cause the correction of any deficiencies in the District's Collection System. In addition, the District agrees to allow the City, upon a minimum of 14 calendar days' notice, to inspect the District's Collection System and review any written or electronic records relating to the physical and video inspection of the collection system, and condition assessments of the District's wastewater pump stations. The District agrees to provide access to the District's Collection System and records along with a District employee to facilitate the City's inspection and review.

Inspections of the District's Collection System by the City will focus on ensuring operational efficiency and safeguarding public health. The City will only request inspection when a compelling need is identified, such as abnormal/excessive flow, deleterious material in flow (i.e. gravel), or other evidence of system failure. In those instances, the City will promptly inform the District of the identified issues and work collaboratively with the District to resolve them.

C. Excessive Loads.

The District agrees that it will make reasonable efforts to control the collection of wastewater containing any unusual or unusually concentrated presence of deleterious materials and substances or materials and substances that are now, or may in the future be, regulated under Chapter 24 of the City of Oshkosh Municipal Code, the terms of the WPDES permit for the City's Wastewater System, or EPA regulations. To the extent that such wastes are collected by the District, the District shall either provide pretreatment to remove such materials prior to introduction into the City's Wastewater System or shall pay the City in accordance with Article VII.

D. Inflow and Infiltration.

The District agrees that it will make reasonable efforts consistent with best practices in the wastewater sector to limit Inflow and Infiltration into the District's Collection System and to take action, which is within its authority, to ensure that Inflow and Infiltration will not enter the District's Collection System. To the extent that the District does not limit Inflow and Infiltration

and the District exceeds its Allocated Capacity, the provisions of Article VII shall apply.

VII. Rates and Fees / Billing.

A. Rates and Fees.

The District shall pay to the City wastewater charges as determined by the Common Council, which may include a meter charge, fixed charge, volume charge or such other fees and charges as may be determined by the Common Council. It is the intent of this Agreement that the City shall be fully compensated for the provision of Services to the District. The City shall provide the District with a copy of the analysis at least 30 calendar days prior to consideration by the Common Council to allow the District to review and comment upon the proposed rates.

The rate study will be updated each year by entering the previous year's actual expenses, flows and loadings, and fixed asset values, along with calculating of the rate of return according to the defined formula.

The rate study shall be based on the loading levels of the District Wastewater Concentration, as defined in this Agreement. The rate study shall calculate a rate, per pound, for treatment of BOD5, TSS, P, and NH3-N exceeding the District Wastewater Concentration levels.

If the District exceeds the District Wastewater Concentration at any connection point, the District shall be charged for that additional exceedance per pound. In calculating the exceedance charge, the District shall receive a credit for any payment the City receives directly from any non-domestic sewage customers participating in the pretreatment program as further detailed below.

The City reserves its legislative discretion to modify its own rate structure in the future. Rates will be established through a regular review of the cost of service analysis performed in accordance with industry practices. Generally, rates shall be calculated using a utility-based method with a current Rate of Return. The current rate structure is set forth in Addendum C. New rates shall automatically be included within this Agreement upon approval of the Council and notification to the District.

The District may seek review by the Public Service Commission of Wisconsin ("PSC") under Wis. Stat. § 66.0821(5) for a determination of whether the rates, rules and practices are unreasonable or unjustly discriminatory. The District may only challenge the City's rates, rules and practices before the PSC if the Agreement is silent on such rates, rules and practices.

If at any time the District has a non-domestic sewage customer (a customer who is or may be subject to the provisions of the City's sewer use ordinance relating to pretreatment or as necessary to comply with the District's or City's WPDES permits) within its boundaries, the District agrees that the District shall pay a charge per pound over the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal Code on the wastewater discharged from the non-domestic sewage customer into the District's collection system. The charge shall be the same as the charge assessed to the non-domestic sewage customers within the City.

The charge shall be invoiced to the District directly, unless the District requests the City invoice the non-domestic sewage customer directly. In the event of direct billing to the non-domestic sewage customer, the District shall be responsible for any charges that are unpaid by the non-domestic sewage customer.

Nothing in this provision waives, alters, or otherwise modifies the requirement that the District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code at the Connection Point between the District and the City. In that event, the provisions of Section VII(I) shall apply.

B. Billing and Flow Measurement.

The City shall bill the District for Services based on the quantity of flow entering the City's Collection System at the Connection Point. If there is more than one Connection Point, the quantity of flow shall be the sum of quantity of flows from all Connection Points.

The quantity of flow for the District shall be determined by the City from the following sources, which are listed in the order of priority/use for billing purposes:

1. Wastewater Flow Meters/Integrated Telemetry System

2. Wastewater Flow Meters/Data Loggers
3. Temporary Wastewater Flow Meters
4. Residential Equivalent Connection
5. Water Flow Meters

If it is determined that any meter is inaccurate or inoperable, the City shall estimate the quantity of flow using a method designed to reasonably calculate the flow for the period including but not limited to extrapolation from temporary flow meters, an average of the previous 6-months of flow for which the meter was deemed to accurately measure flow, or average of other similar user's flow. For further information regarding the installation and maintenance requirements of the above meters, see Article VII.C-E.

In the event there is residential wastewater flow entering the City's or a District's Collection System at a Connection Point that is not metered by a wastewater flow meter, that unmetered flow shall be estimated by taking the flow per the Residential Equivalent Connection and multiplying it by the number of unmetered units flowing through the Connection Point. For non-residential flow that is unmetered, the Parties shall meet and agree upon a metering system that shall be installed, including wastewater flow meters or water flow meters, as appropriate.

C. Wastewater Flow Meters/Integrated Telemetry System

In order to provide more effective flow data for future analysis and planning of system improvements, the District agrees to install flow meters integrated with telemetry systems capable of real-time data transmission to the City at all wastewater flow metering sites as defined below.

The District shall maintain, repair and replace the wastewater flow meters and the telemetry systems at all Connection Points where wastewater flow meters are currently installed and shall install wastewater flow meters integrated with telemetry systems at any future proposed Connection Points unless the Parties representatives under Article III-C. agree that installation is impractical, cost prohibitive, or otherwise unnecessary. The City shall review and approve of all proposed wastewater flow meters and telemetry systems.

The District shall be responsible for all costs associated with the wastewater flow meters and telemetry systems, their installation, operation, readings, and maintenance. All existing wastewater flow meters shall have the

integrated telemetry systems installed within two years of the date of this Agreement.

The District shall cause all wastewater flow meters within the District to be calibrated by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City within 90 calendar days of the date of this Agreement, and annually thereafter. A certificate of calibration shall be sent to the City within 14 calendar days of the meter's calibration. Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to written approval by the City's Director of Public Works. The District shall submit specifications for the replacement and/or new meters, along with plans for installation for the Director of Public Work's approval.

In the event a District has or installs a flow meter, but the Parties' representatives under Article III-C. agree that installation of the integrated telemetry system specifically would be impractical, the District may install a Data Logger instead. The City shall provide the District with the specific Data Logger the District shall install and the District shall be responsible for all costs associated with the Data Logger, including its installation, readings, and maintenance.

D. Temporary Wastewater Flow Meters.

Either Party may, during the term of this Agreement, install temporary wastewater flow meters and data loggers within the Collection System to verify flow data or obtain additional information relative to waste characteristics or flow entering a Party's system from the other Party's system. Temporary installations shall generally be installed at or near Connection Points, as necessary to verify or replace equipment that may be malfunctioning, or in connection sampling and analysis under Article VI. above

Unless otherwise agreed in writing by the Parties, whichever Party is initiating the temporary installation shall be responsible for the installation, readings, and maintenance of the temporary installation. Each Party shall cooperate with and upon request, shall provide to the other Party any necessary authorizations and permits for temporary installations within

each Party's respective facilities. The Parties shall promptly share any data or testing results obtained from temporary installations.

E. Non-Residential Water Flow Meters.

In the event a water meter is installed on the water source of a non-residential property in the District that does not pass through a wastewater meter for billing purposes, this section shall apply.

For sewer flow to be billed by a water meter read, the District and the City shall provide water meter readings to the other Party by the close of business on the 10th day of the following month for billing on a monthly or quarterly basis as may be mutually agreed upon between the City and the District. For purposes of this paragraph the City's Finance Director and the District President or their authorized representative are authorized to agree to changes in the timing of billing which agreement shall be reduced to writing and attached to Addendum A to this Agreement.

The District shall be responsible for all costs associated with the water meters, their installation, readings, and maintenance. The City will not install, inspect, test or participate in the installation, reading or maintenance of water meters without a separate agreement to provide payment for such services.

The District shall cause all water meters within the District to be calibrated or tested by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City at least once every 10 years or replaced every 20 years per a schedule approved by the Wisconsin Public Service Commission (WPSC). Further, within 90 days of the date of this Agreement, the District shall ensure that all existing District water meters are compliant with the terms of this agreement.

Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to the requirements and standards of the WPSC. The Districts shall annually submit documentation relating to the calibration and/or replacement of water meters, along with the engineering design plans for the installation of any new infrastructure, which shall be provided within 14 days.

F. Adjustments to Flow for District's Service of City Parcels.

The Parties acknowledge that due to past annexations and other events, the District may currently provide sanitary sewer and/or wastewater treatment service to parcels that are located within the City. Until such time as these parcels are serviced directly by the City as provided in Article III, the District shall continue to provide sanitary sewer service to the City parcels. In the event that flow from City properties is combined with District flow prior to being measured by a wastewater flow meter, the flow attributable to the City properties, as measured by REC for residential properties, or water meter readings or otherwise by separate agreement of the Parties for non-residential properties, shall be deducted from the District's total flow to obtain a billable flow for the District. Each Party agrees to serve all customers in its territory in the same manner. Billing shall be as provided in Article VII or as may be separately agreed by the Parties and incorporated into Addendum D.

G. Time of Billing and Payment of Invoices.

The City shall issue bills quarterly to the District for the Services being provided pursuant to this Agreement. The District shall pay the City directly within 45 days of the date of the invoice. Late payments are subject to the then-existing late payment charges imposed by the City on other wastewater customers. The District shall be responsible to directly invoice its customers for wastewater services, and the District bears the risk of collection from any District customer. Failure of or delay by any District customer to pay the District shall not relieve the District of its obligation to pay City for the Services.

H. Remedies for Exceeding Allocated Capacity

The District, in Addendum B, has been allocated flow capacities. The Parties agree to the following tiered system to progressively enforce compliance with allocated capacity and encourage proactive planning.

1. **80% of Allocated Capacity.** Whenever the District has actually utilized 80% or more of any class of flow capacity allocation under this Agreement, the City shall promptly notify the District in writing. At such time, the District shall have the option of engaging with the City in a joint planning project, at the cost of the District, to determine whether and under what circumstances there is any reasonable possibility that the Wastewater discharged by the District

will exceed the District's flow capacity allocation, and if so what actions can reasonably be taken by the District to eliminate any such reasonable possibility. The principal burden of formulating the plan shall be on the District, but the City shall fully cooperate with and assist in the formulation of the plan. In the event that the District and City agree upon a plan which will eliminate any such reasonable possibility of exceeding the District's allocated flow capacity (e.g. the elimination of excess Infiltration and Inflow, or the construction of an appropriately-sized equalization basin, or construction of an interceptor, or the purchase of additional allocated flow capacity), and the District satisfactorily implements such plan, the City shall waive any restrictions imposed under the following subsections unless and until the metered discharge data subsequently demonstrates that the plan is not working as anticipated or that there are unanticipated problems.

2. **90% of Allocated Capacity.** Whenever the District has actually utilized 90% or more of any class of flow capacity allocation under this Agreement the City shall promptly notify the District in writing. From and after that time, additional Sewer Extensions tributary to the particular facility in which the District has the flow capacity allocation in question shall not be permitted until such time as the District has satisfactorily demonstrated to the City that full use of any proposed Sewer Extension will not exceed the District's allocated flow capacity. Upon reasonable written notice, at any time after the District has discharged Wastewater to the Sewer Service Facilities at a level at or above 90% of such District's allocated flow capacity, the District shall survey or test its Collection Facilities for excess Infiltration and Inflow, and the District shall submit its findings and a plan to address excess flow or any noted deficiencies in the District systems to the City for approval, which shall be granted unless there is a valid engineering rationale otherwise. Upon failure of the District to provide the testing results and a plan to address excess flow, or receive approval of the same from the City, the City may provide notice to the District of the City's intention to survey or test the collection facilities of the District for excess Infiltration and Inflow or other issues and the District shall grant access to the City to complete such review and testing. The District shall pay the City the cost of any such survey or testing within 60 days of written notice of such cost.

3. **95% of Allocated Capacity.** Whenever the District has actually utilized 95% or more of any class of flow capacity allocation under this Agreement (or of any associated flow limitation set out in this Agreement or in any associated exhibit), the City shall promptly notify the discharging the District in writing. From and after that time, no additional Sewer Extensions tributary to the facility in which the District has the flow capacity allocation in question shall be permitted by the City and no additional customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be permitted by the District, until such time as the District has satisfactorily demonstrated to the City that full use of any proposed customer connection or Sewer Extension will not exceed the District's allocated flow capacity, including without limitation consideration of future connections of sewer properties that are currently vacant or underutilized. The City shall expeditiously consider any proposed demonstration by a Party that additional customer connections will not exceed the District's allocated flow capacity allocation.
4. **Exceeding Allocated Capacity.** Whenever the District has actually exceeded flow capacity allocation under this Agreement, the City shall notify the District in writing. From and after that time, no additional Sewer Extensions or customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be allowed under any circumstances until such time as (1) modifications have been made to the District's sewerage system and/or operations, and the results of such modifications have been in effect for a reasonable period of time to demonstrate satisfactorily that any reasonable possibility of exceeding the District's flow capacity allocation in the future has been eliminated, or (2) until such time as the District has acquired sufficient additional allocated flow capacity to accomplish the same result.

Notwithstanding the tiered structure above, in the event a District's exceedance of its allocated flow capacity results in damage to, impairment of, or interference with the City's Wastewater System, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of such exceedance which the City suffers as a result thereof. The City may

charge the District its proportionate share for any fine, penalty, or forfeiture incurred by the City, and may also charge the District for any cost incurred by the City (including, without limitation, for employees, equipment, or materials) as a result of such excessive discharge. For any costs claimed, the City shall provide an itemized invoice to the District and will provide information identifying that flow from the District(s) caused or contributed to said damage and/or penalty. The amounts recoverable by the City, if any, are net of grants, reimbursements or insurance proceeds actually recovered by the City.

The proportion of costs allocated to charges for exceeding flow is the share of costs that could be allocated to any District for damages that occur due to a District or the City exceeding its Allocated Capacity when the damage occurred and contributed to causing the damage. This cost would only apply to a District that was exceeding its Allocated Capacity when the damage occurred. The portion of cost allocated to each Party corresponds to each Party's proportion of the total volume of wastewater flow entering the wastewater facility(ies) sustaining the damage at the time the damage occurred.

I. Charges for Exceeding Pollutant Loadings.

The District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code. If the District's wastewater flow exceeds the pollutant concentration specified in Chapter 24 of the City of Oshkosh Municipal Code, WPDES regulations, or EPA regulations, the District shall be charged the resulting cost increase for the City to provide necessary treatment or other measures to remove the materials or substances or reduce concentrations to prevent damage to the City's Wastewater System and maintain pollutant limits in compliance with the City's WPDES permit. The District acknowledges and agrees that the City may assess against the District the civil penalties as provided in Chapter 24 of the City of Oshkosh's Municipal Code for violation of that chapter where the District's wastewater flow exceeds the stated pollutant concentrations. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation. In addition to these civil penalties, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of the District's wastewater flow which exceeds the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal

Code, including, without limitation, any fines to which the City may be subject as a result for violation of its WPDES permit.

VIII. Records.

Each Party shall keep accurate books, records, and accounts of rate calculations and cases, fees, costs, disbursements, utilities maps, plans and as built drawings, inspections, state reports, and all other matters affecting the substance of this Agreement. Upon reasonable notice, any Party or its agent shall be entitled to examine and inspect the books, records and reports of any other Party for the purpose of verifying charges or credits; verifying inspections and condition of facilities or otherwise exercising or protecting any rights or responsibilities under this Agreement in relation to that Party's utility system; except that access to private third-party utility accounts shall be limited to non-identified information without a showing of necessity by the requesting Party or order of a court of competent jurisdiction.

IX. Audits.

A. Cooperation.

The Parties agree to cooperate in connection with any internal or governmental investigation or administrative, regulatory, or judicial proceeding (or governmental audit, with respect to matters relating to this Agreement). Such cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making employees available to the other Party (or their respective insurers, attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, depositions, and providing declarations or affidavits that provide truthful information in connection with any litigation or audit; (ii) appearing at the request of the other Party to give testimony without requiring service of a subpoena or other legal process; (iii) volunteering 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.

B. Expenses.

The Party requesting cooperation shall reimburse the other Party for reasonable direct expenses incurred in connection with providing documents and records required under this paragraph and may require

such expenses to be documented by receipts or other appropriate documentation. Reasonable direct expenses include costs such as copying, postage and similar costs and witness fees; but do not include wages, salaries, benefits, and other employee compensation.

C. Third-Party Proceedings.

Notwithstanding the above, in the case of a third-party proceeding in which the Parties are both named as defendants the Parties may or may not elect to enter into a mutually acceptable joint defense agreement.

X. Default.

In the event that one Party commits a material breach of its obligations under this agreement, the other Party shall provide written Notice of Default to the Party which is deemed to have committed the material breach. The Notice of Default shall specify the Article(s) and Paragraph(s) of this Agreement that is alleged to have been breached, and an explanation of the breach. Unless emergency conditions exist, the Party receiving the Notice shall have 90 calendar days to cure the breach after receipt of the Notice. If the material breach is not cured within 90 calendar days, the Parties agree that Dispute Resolution under Article XII shall be initiated. If a breach is not capable of being cured within 90 days for causes or reasons beyond the breaching Party's control, the Party may remain in breach for an additional 90 days so long as it has commenced and is taking reasonable actions to cure such breach as promptly as practicable.

XI. Technical Standards Committee.

A. Creation of TSC.

The Parties acknowledge the value of ongoing communications for the purpose of consistently exchanging information about the Wastewater System, the Wastewater Treatment Facility, and the Collection System, as well as the administration of this Agreement (together, the "System"). Therefore, the Parties do hereby establish a committee identified as the Technical Standard Committee ("TSC"). The purpose of the TSC is to facilitate the exchange of information, and (a) to exchange reports and updates regarding the System; (b) to report on System improvements that are anticipated, in progress, or completed; (c) to report on Wisconsin DNR-required facilities plans or Regional Service Area Plan amendments that are anticipated, in progress, or completed; (d) to report on inflow/infiltration

and clearwater issues; (e) to exchange and analyze data from water flow meters/dataloggers, sampling, and other operating sources ; (f) discuss reasonable protocols and access to collection systems for inspection, maintenance, testing or other matters; (g) to preview proposed System rates, fees, and billing budgets and initiatives ; (h) to facilitate dispute resolution before invoking the formal dispute resolution options set forth Article XII and (i) to establish and to maintain procedures and protocols for compliance with this Agreement. The Parties further acknowledge that to accomplish the preceding purposes it will be necessary to freely and consistently exchange information in a spirit of cooperation and transparency.

B. Composition of the TSC.

The TSC will consist of engineering or technical representatives from the City and each District.

C. TSC Meetings.

The TSC will meet as needed, but at least twice per year. The City's Director of Public Works, or his or her designee, will prepare and circulate the meeting agenda based on the items submitted by any Party. Except as required by law, the Parties do not contemplate their sessions to constitute a "meeting" under the Chapter 19 of the Wisconsin Statutes.

XII. Dispute Resolution.

A. Pre-formal Action.

Prior to the initiation of any formal action between the Parties, including but not limited to litigation, the Parties agree to meet and confer with regard to any disputes under this Agreement. This requirement may be initiated by either Party by written request delivered to the other Party as provided in Article XXIII. The Parties shall meet and confer within 30 calendar days of the Party receiving the request from the initiating Party.

B. Mediation/Arbitration.

As a condition precedent to the initiation of litigation the Parties shall engage in formal mediation conducted by a mutually-selected mediator experienced in the topic at issue. The costs of the mediator shall be shared equally. If the Parties are unable to agree on the mediator, the selection shall be made from a panel list submitted by the State of Wisconsin Department of Administration – Municipal Boundary Review by a process of alternate striking from the panel list.

C. Formal Action.

In the event the Parties are unable to resolve their dispute, either Party may file an action with a court of competent jurisdiction.

XIII. Reopeners, Amendments and Extensions of the Agreement

A. Amendments/ Reopening of the Agreement.

The Parties recognize that wastewater collection and treatment are a highly regulated industry and that capacity and legal requirements may change over the term of the Agreement potentially necessitating reopening of the Agreement. During the term of this Agreement, either Party may request that a section of the Agreement be reopened or amended. The Parties agree that if the request relates to the following, the Parties shall meet and confer on the request and that the Agreement shall be amended as may be agreed upon to adequately address the following conditions:

1. Substantial or material changes in the method for calculating rates for wastewater treatment and services
2. A change in law or permit requirements substantially and materially altering operations under the terms of this Agreement which cannot be adequately addressed within the rate model.
3. A substantial and continuing failure of the District to comply with loading, capacity and flow allocations, as set forth in this Agreement.
4. When significant and/or unforeseen events or circumstances arise substantially and materially affecting operations of either the District or City system which cannot be adequately addressed within the rate model.

Upon failure to reach an agreed upon amendment in relation to the above conditions, the Parties agree to engage a mediator to assist in resolution of the necessary amendment.

This Agreement may be otherwise amended by the Parties from time to time to address additional issues not within the above categories. However, except as otherwise provided in this Agreement, no amendment, variation or waiver of any term of this Agreement shall be enforceable by any Party unless it is in writing and signed by both Parties.

B. Extension of the Agreement.

This Agreement shall automatically extend in 5-year increments unless notice of the City's or District's desire to renegotiate the agreement shall be provided in writing to the other Party no later than 1 year prior to the original termination date or 1 year prior to the termination date of the extension.

C. Early Termination.

The District may terminate this Agreement prior to the original termination date or the termination date of any extension with two years prior notice to the City. The City may not terminate this Agreement prior to the original termination date or the termination date of any extension except in the case of material breach/default or failure of dispute resolution, then may only terminate by providing the District two years notice, or as a result of a court order.

D. No Reimbursement.

Upon termination of this Agreement for any reason, any and all fees, charges, and other payments made by the District to the City shall be non-refundable whether made under this Agreement or any other agreement between the Parties relating to the provision of wastewater transmission or treatment services, whether those fees, charges, or other payments were made for capital investment or for operations and maintenance of the City's Wastewater System, or for any other reason related the provision of Services including, but not limited to the cost of permits or plan/document review.

XIV. Whole Agreement.

This Agreement including any written and duly executed amendments thereto contains the entire understanding of the Parties with respect to the subject

matter hereof. There are no restrictions, promises, warranties, covenants, or understandings other than those expressly set forth in this Agreement and Amendments executed as provided in this Agreement. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to the subject matter hereof.

XV. Liability.

The City shall not be responsible or liable to the District for any loss caused by any breakdown or failure of the Collection Systems, Wastewater Treatment Facility or any appurtenant or ancillary assets contemplated by this Agreement.

LIABILITY AND HOLD HARMLESS: Subject to any limitations contained in Secs. 893.80, 893.83, 345.05, and any similar statute, of the Wisconsin Statutes, each party (the indemnifying party) agrees to hold the other party, 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 Indemnifying Party's officers, employees or agents while acting within the scope of their employment.

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.

Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including but not limited to section 345.05, 893.80 and 893.83 of the Wisconsin Statutes 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.

XVI. 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 provision of this agreement.

XVII. Counterparts of Agreement.

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 and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

XVIII. Performance Standard.

This Agreement requires the Parties to act or to refrain from acting on a number of matters. The Parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a Party, the consent or approval shall not be unreasonably withheld, conditioned, or delayed.

In addition, each Party agrees to provide information to assist the other in obtaining the necessary permits from the Wisconsin Department of Natural Resources, or any other governmental authority, for the receipt and provision of wastewater conveyance and treatment service in accordance with this Agreement.

XIX. Not Construed Against Any Party.

This Agreement is the product of negotiation between the Parties hereto and no term, covenant, or provision herein or the failure to include a term, covenant or provision shall be construed against any Party hereto solely on the basis that one Party or the other drafted this Agreement or any term, covenant, or condition contained herein. The captions appearing in this Agreement are inserted solely for convenience but shall never be considered or given any effect in construing this Agreement if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

XX. No Waiver.

Failure of any 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.

XXI. Severability.

If any term, covenant, condition or provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby. The Parties, in good faith, shall meet and confer and will substitute a valid and enforceable provision as similar as possible to the provision at issue. The remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

XXII. Governing Law / Venue.

The laws of the State of Wisconsin shall govern the interpretation, construction and provisions relating to service under this Agreement. Winnebago County shall be the venue for all disputes arising under this Agreement.

All references to statutes, regulations and ordinances shall include any future renumberings, recodifications or amendments upon passage and publication in compliance with law.

XXIII. 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 an officer or 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, (iii) upon transmission if by facsimile or (iv) upon transmission by email. 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
Department of Public Works
215 Church Avenue
Post Office Box 1130
Oshkosh, WI, 54903-1130
Attn: Director of Public Works

With a copy to: City of Oshkosh
City Attorney's Office
215 Church Avenue
Post Office Box 1130
Oshkosh, WI, 54903-1130

Attn: City Attorney

If to the District: Island View Sanitary District
230 E. County Road Y
Post Office Box 82
Winnebago, WI 54985

With a copy to: Dempsey Law Firm, LLP
10 Forest Avenue, Suite 200
Fond du Lac, WI 54935

XXIV. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the Party for whom they are signing.

IN WITNESS WHEREOF, the designated and authorized representatives of the City of Oshkosh and the District, by virtue of directions of their respective governing bodies, have executed this Agreement on the dates indicated below. This Agreement becomes effective as of the latest date of the signatures below.

[The remainder of this page is blank. Signature pages to follow]

Dated this _____ day of _____, 2025 for the City of Oshkosh, Wisconsin.

CITY OF OSHKOSH, WISCONSIN

Rebecca Grill, City Manager

Cheryl Pionke, Interim City Clerk

Approved

Lynn A. Lorensen, City Attorney

Dated this _____ day of _____, 2025 for the Island View
Sanitary District.

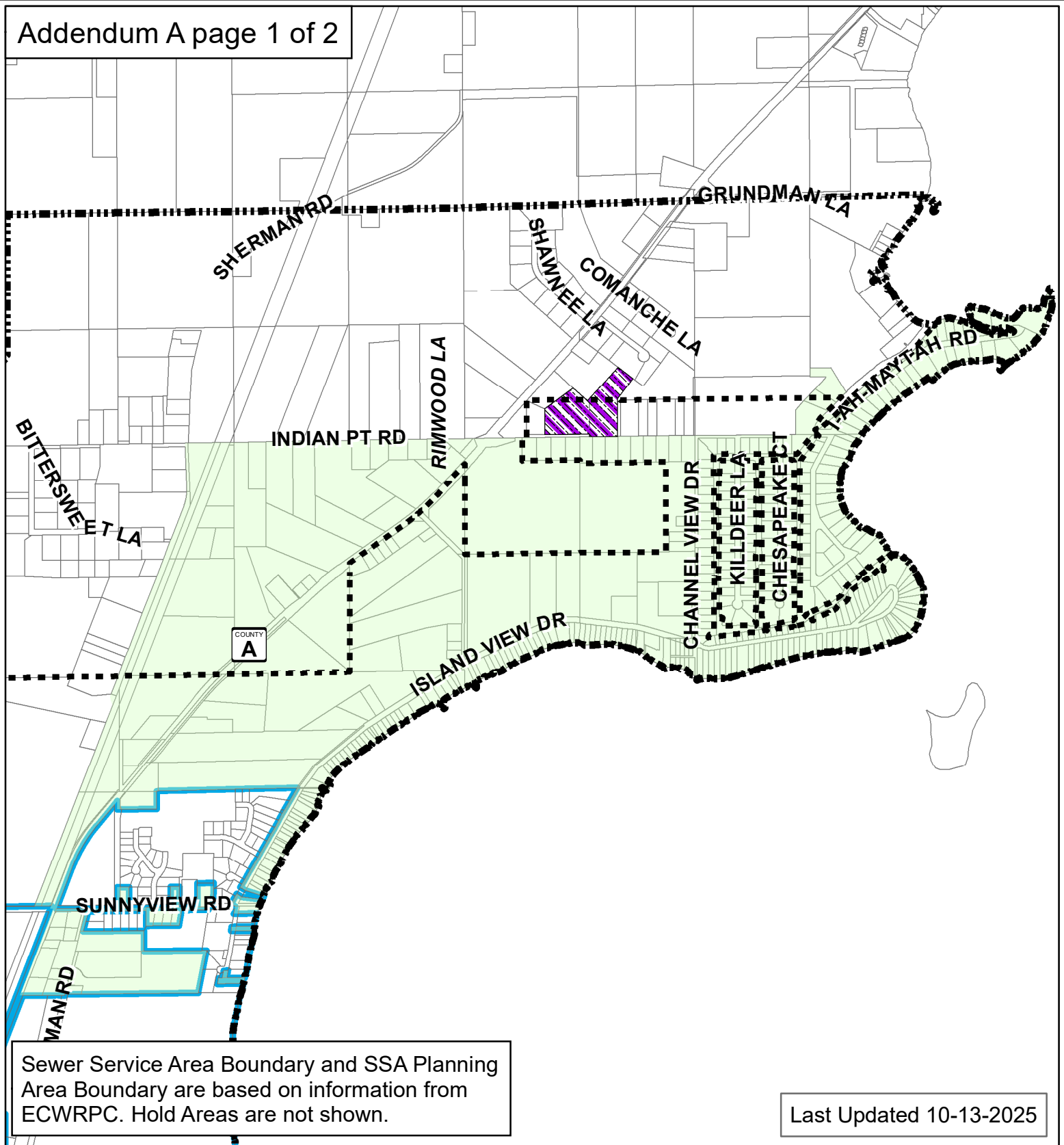
SANITARY DISTRICT

Ron Harrell, District President

Vicky Rowe, District Secretary

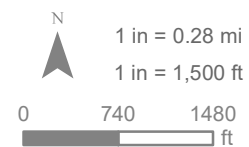
Thomas Konrad, District Treasurer

Addendum A – District Boundaries & Connection Points
Addendum B – Contractual Flow and Pollutant Loading
Addendum C – Current Rate Structure
Addendum D – District Specific Terms and Conditions
Addendum E – Purchase of Additional Capacity



Island View Sanitary District

- | | | |
|-------------------------------|-----------------------------|---|
| Sewer Service Area Boundary | District Served by Contract | City of Oshkosh Municipal Boundary Line |
| SSA Planning Area Boundary | Winnebago County Parcels | |
| Island View Sanitary District | | |

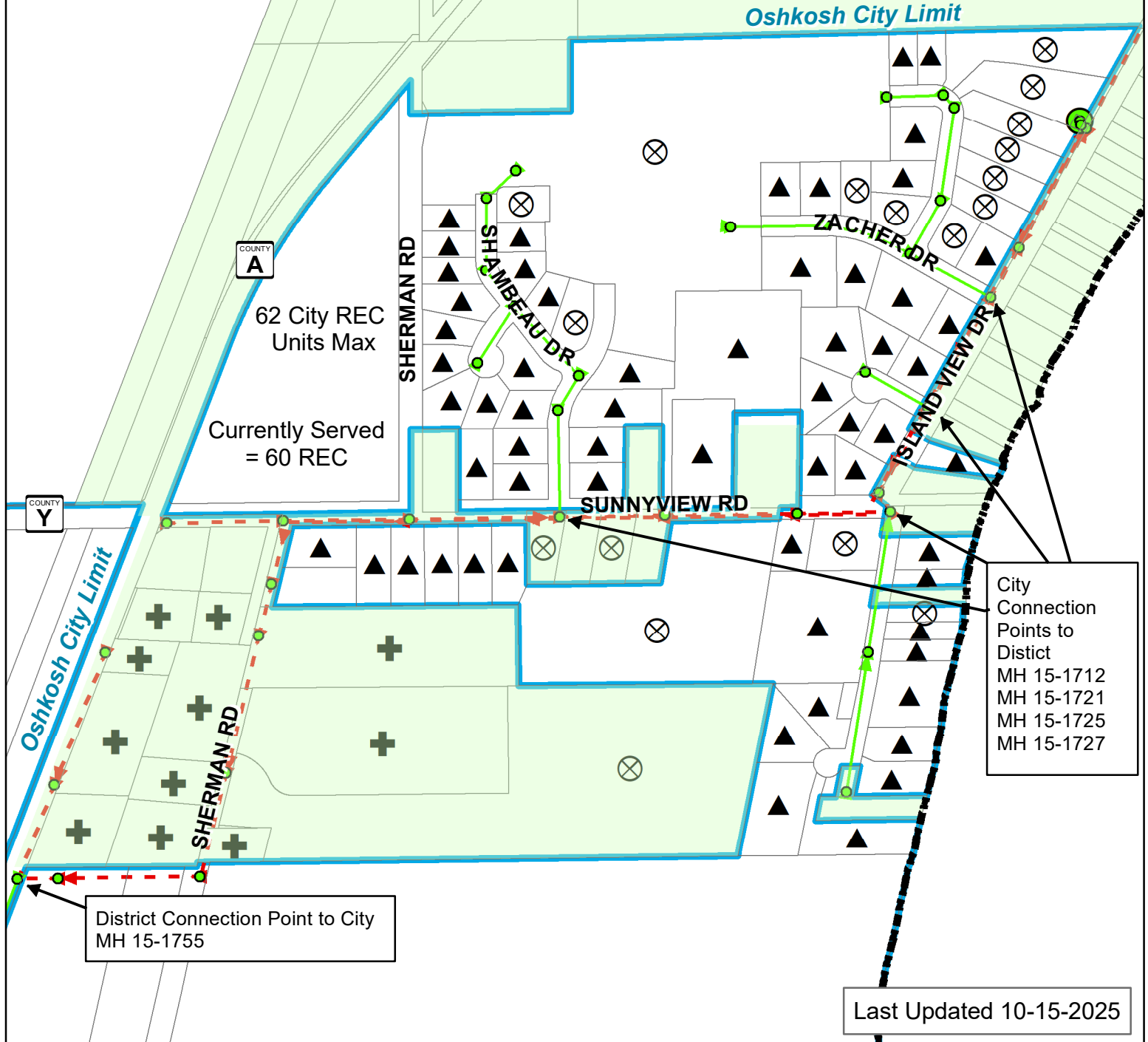


Printing Date: 10/13/2025

Prepared by: City of Oshkosh, WI

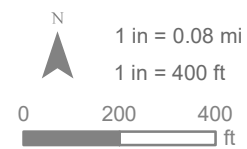
City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer

Sewer Service Area Boundary and SSA Planning Area Boundary are based on information from ECWRPC. Hold Areas are not shown.



Island View Sanitary District

- | | | | |
|-------------------------------|--------------------------|------------------------|---|
| Sewer Service Area Boundary | Winnebago County Parcels | Not Served | District Sanitary Sewer |
| SSA Planning Area Boundary | REC Units District | Sanitary Lift Stations | City of Oshkosh Municipal Boundary Line |
| Island View Sanitary District | REC Units City | City Sanitary Sewer | |



Printing Date: 10/15/2025

Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer



ADDENDUM B

City of Oshkosh WWTP

Flow Capacity Allocations (in Million Gallons/Day)

		Annual Average Daily Flow (MGD)	Maximum Month Avg Daily Flow (MGD)	Maximum Week Avg Daily Flow (MGD)	Maximum Day Flow (MGD)	Maximum Hour Flow (GAL/HR)
Designated Management Agency	%					
Oshkosh WWTP	100%	20	35	45	80	4,166,667
Island View SD	0.70%	0.14	0.245	0.315	0.56	29,167

Note: Flow capacity, particularly at maximum levels, may be limited by the current modelling effort, which may identify sewer capacity issues within the Collection System.

September 18, 2025

SEWER USER RATE STUDY UPDATE:

City of Oshkosh, WI

2025 Sanitary District User Rate Model Calculations



Prepared by:

Ehlers
N19W24400 Riverwood Drive
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Outside User Rate Calculations 2024 Actual WWTP Flows and Loadings



City of Oshkosh, WI

	Flow (CCF)	BOD (Lbs)	TSS (Lbs)	P (Lbs)	NH3-N (Lbs)
Inside Customers					
Residential	900,890	1,798,413	2,248,016	50,580	162,981
Commercial	360,371	719,395	899,244	20,233	65,195
Multi-Family	215,743	430,680	538,350	12,113	39,030
Industrial	134,080	267,659	334,574	7,528	24,257
Municipal & Public	328,668	656,108	820,134	18,453	59,460
Subtotal Inside Customers	1,939,752	3,872,254	4,840,317	108,907	350,923
Outside Customers					
Algoma SD	260,087	405,627	405,627	16,225	40,563
Sunset SD	4,966	7,745	7,745	310	774
Blackwolf SD	66,220	103,275	103,275	4,131	10,328
Island View SD	19,601	30,569	30,569	1,223	3,057
Edgewood Shangri-la SD	2,889	4,506	4,506	180	451
Winnebago SD	2,800	4,367	4,367	175	437
Subtotal Outside Billable	356,563	556,089	556,089	22,244	55,609
High Strength Industrial					
Amcor Health Packaging		1,645	70,640	-	-
Reworld Solutions (FNA Convanta)		25,866	1,380	-	-
Hydrite Chemical Co		-	-	-	21,745
JJ Keller		35	159	-	-
Kingsbury		-	-	-	-
Meritor Industrial Products		272	312	2	31
Oshkosh 333		-	35,067	3,147	2,936
Oshkosh 500 Waukau		2,747	812	103	224
Oshkosh 2737		6,370	5,464	171	1,770
Oshkosh Correctional Inst 1700		49,223	8,367	-	543
Oshkosh Correctional Inst 1730		33,254	5,653	-	367
Pepsi Cola		148,663	5,320	24	-
Winnebago Co. Landfill		-	-	-	10,131
Winnebago Co. Landfill II- Combined Cells		1,083	-	-	22,556
Subtotal High Strength Industrial Billable	-	269,159	133,174	3,447	60,304
Wastehaulers					
Septic Tank Waste	107	6,026	10,044	201	100
Porta Potty Waste	363	10,203	20,406	567	227
Mixed Loads	15,825	88,847	88,847	4,442	12,340
Holding Tank Waste	1,310	4,086	6,538	163	409
Subtotal Wastehaulers	17,606	109,163	125,835	5,374	13,076
Wastewater Treatment Facility					
Total Billable	2,313,921	4,806,665	5,655,415	139,971	479,911
Inflow/Infiltration (I/I)	3,493,461				
Total WWTF	5,807,382				
Total For Rate Calcs	2,313,921	4,806,665	5,655,415	139,971	479,911
Inside City Customers	1,957,358	4,250,576	5,099,326	117,728	424,302
Inside City and Sanitary Districts (Less Sunset SD)	2,308,955	4,798,920	5,647,671	139,661	479,137

Outside User Rate Calculations 2024 Actual Meter Counts

City of Oshkosh, WI



Meter Size	Total Meters					Total
	Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	8,589	216	64	3	7	8,879
3/4"	12,441	1,113	69	18	53	13,694
1"	180	364	195	26	34	799
1 1/4"						
1 1/2"	2	131	146	20	33	332
2"		152	71	32	80	335
3"		41	2	11	39	93
4"		17	8	6	19	50
6"		4	3		5	12
8"		1			1	2
10"					1	1
12"						
	21,212	2,039	558	116	272	24,197

Meter Size	Equiv. Ratio	Equivalent Meters					Total
		Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	1	8,589	216	64	3	7	8,879
3/4"	1	12,441	1,113	69	18	53	13,694
1"	2.5	450	910	488	65	85	1,998
1 1/4"	3.75	-	-	-	-	-	-
1 1/2"	5	10	655	730	100	165	1,660
2"	8	-	1,216	568	256	640	2,680
3"	15	-	615	30	165	585	1,395
4"	25	-	425	200	150	475	1,250
6"	50	-	200	150	-	250	600
8"	80	-	80	-	-	80	160
10"	125	-	-	-	-	125	125
12"	175	-	-	-	-	-	-
		21,490	5,430	2,299	757	2,465	32,441

Outside User Rate Calculations 2024 Final Sewer Utility Expenses

City of Oshkosh, WI



	ACTUAL 2024	Algoma SD	Sunset	Black Wolf	Island View	Edgewood Shangri-La	Winnebago
<u>SANITARY SEWER - 1920</u>							
Labor	81,163						
Retirement Benefits	11,563						
Insurance Benefits	13,733						
Contractual Services	394,627						
Repairs to Motor Vehicles	0						
Maint Mach/Equip/Bldg/Struct	0						
Maintenance of Sanitary Sewers	750,000						
Maint Mach/Equip/Bldg/Struct	0						
Building Rent	550						
Interfund Charge Backs	431,588						
Chemicals	0						
Miscellaneous	46,499						
Legal Fees	0						
Diesel Fuel	0						
Supplies and Repair Parts	0						
Sewer Maintenance Supplies	19,896						
Safety Equipment	0						
Stone/Gravel/Concrete/Asphalt	0						
Depreciation	2,451,684						
TOTAL SANITARY SEWER	4,201,303						
<u>PUMPING STATIONS - 1930</u>							
Labor	77,565			X	X	X	X
Repair Parts	65,652			X	X	X	X
Gas & Oil	1,141			X	X	X	X
Heat				X	X	X	X
Equipment Rental	313			X	X	X	X
Postage				X	X	X	X
Professional Services	22,307			X	X	X	X
License & Permit	0			X	X	X	X
Office Supplies	364			X	X	X	X
Interfund Charge Backs	2,823			X	X	X	X
Telephone	3,478			X	X	X	X
Chemicals	17,115			X	X	X	X
Utility	174,275			X	X	X	X
Sewer				X	X	X	X
Storm Water				X	X	X	X
Supplies and Repair Parts	8,781			X	X	X	X
Power & Light				X	X	X	X
Insurance	8,575			X	X	X	X
Depreciation (Including Forcemains)	480,327			X	X	X	X
TOTAL PUMPING STATIONS	862,716			X	X	X	X

DISPOSAL PLANT - 1940 - Liquid

Labor	984,993	X	X	X	X	X	X
Retirement Benefits	139,425	X	X	X	X	X	X
Insurance Benefits	205,131	X	X	X	X	X	X
Repair Parts	127,973	X	X	X	X	X	X
Office Supplies	4,066	X	X	X	X	X	X
Gas & Oil	5,376	X	X	X	X	X	X
Heat		X	X	X	X	X	X
Chemicals	804,899	X	X	X	X	X	X
Cont Svcs/Eng & Consulting Fees	380,422	X	X	X	X	X	X
Tools	17,454	X	X	X	X	X	X
Other Supplies	29,853	X	X	X	X	X	X
Telephone	1,439	X	X	X	X	X	X
Utilities	714,077	X	X	X	X	X	X
Interfund Chargebacks	0	X	X	X	X	X	X
Power & Light		X	X	X	X	X	X
Car Allowance	400	X	X	X	X	X	X
Conference & Training	7,693	X	X	X	X	X	X
Insurance	95,494	X	X	X	X	X	X
Depreciation (Incl Interceptor depreciation)	1,111,185	X	X	X	X	X	X
Dues	2,602	X	X	X	X	X	X
Minor Equipment	1,208	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	3,217	X	X	X	X	X	X
Fees & Permits	22,518	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL DISPOSAL PLANT	4,659,425	X	X	X	X	X	X

SOLID DISPOSAL - 1941

Labor	227,500	X	X	X	X	X	X
Retirement Benefits	31,932	X	X	X	X	X	X
Insurance Benefits	53,261	X	X	X	X	X	X
Repair Parts	13,777	X	X	X	X	X	X
Gas & Oil	109	X	X	X	X	X	X
Chemicals	113,478	X	X	X	X	X	X
Insurance	20,327	X	X	X	X	X	X
Contractual Services	0	X	X	X	X	X	X
Depreciation		X	X	X	X	X	X
Maintenance	497	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Miscellaneous	190	X	X	X	X	X	X
Special Services	199,991	X	X	X	X	X	X
Uniforms	1,206	X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Supplies	92,843	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL SOLID DISPOSAL	755,111	X	X	X	X	X	X

LABORATORY - 1945

Labor	87,380	X	X	X	X	X	X
Retirement Benefits	12,408	X	X	X	X	X	X
Insurance Benefits	26,346	X	X	X	X	X	X
Repairs	957	X	X	X	X	X	X
Chemicals	10,791	X	X	X	X	X	X
Other Supplies	292	X	X	X	X	X	X
Insurance	7,119	X	X	X	X	X	X
Depreciation	95	X	X	X	X	X	X
Conference & Training		X	X	X	X	X	X
Office Supplies	39	X	X	X	X	X	X
Conference & Prof Training		X	X	X	X	X	X
Tools & Shop Supplies	8,684	X	X	X	X	X	X
Professional Services		X	X	X	X	X	X
TOTAL LABORATORY	154,112	X	X	X	X	X	X
<u>MAINTENANCE - 1946</u>							
Labor	543,155	X	X	X	X	X	X
Retirement Benefits	76,614	X	X	X	X	X	X
Insurance Benefits	133,156	X	X	X	X	X	X
Motor Vehicle Expense		X	X	X	X	X	X
Contractual Services	4,191	X	X	X	X	X	X
Gas & Oil	2,670	X	X	X	X	X	X
Minor Equipment	3,953	X	X	X	X	X	X
Office Supplies	572	X	X	X	X	X	X
Other Supplies	16,536	X	X	X	X	X	X
Repairs/Maint	16,880	X	X	X	X	X	X
Insurance	55,365	X	X	X	X	X	X
Depreciation	182,063	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	2,009	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Interfund Charge Backs	26,394	X	X	X	X	X	X
TOTAL MAINTENANCE	1,063,558	X	X	X	X	X	X

GENERAL & ADMINISTRATIVE - 1950

Labor	472,464
Retirement Benefits	103,185
Insurance Benefits	109,910
Accounting Loss/Debt Refinancing	
Software Supplies	
Minor Equipment	3,498
Office Supplies/Equipment	7,485
Postage	
Computer Charges	39,623
Telephone	35,442
Misc Fixed Charges	
Contractual Services	
Car Allowance	
Maintenance Office Equipment	253
Professional Services	99,613
Advertising/Marketing	
Other Supplies	232
Audit	9,092
Insurance	23,757
Uncollectable Accounts	98
Depreciation	0
Bond Issue Expense	2,269,544
Bond Service Fees	2,500
Bank Fees	
GASB 68 Pension Exp	
Conference & Training	650
Dues	

TOTAL GENERAL & ADMINISTRATIVE 3,177,346

METER READING - 1951

Labor	0
Retirement Benefits	0
Insurance Benefits	0
Meter Repairs	283,890
GASB 68 Pension Exp	(7,080)
Office Supplies	25,574
Car Allowance	0
Insurance	0

TOTAL METER READING 302,384

PRETREATMENT PROGRAM - 1955

Professional Services	66,760
Licenses & Permits	2,078
Maint Computer	405
Conference/Training	198
Safety Equipment	418
Office Supplies	0

TOTAL PRETREATMENT PROGRAM 69,858

15,245,814

Outside User Rate Calculations

Sewer System Accumulated Depreciation and Net Book Value



City of Oshkosh, WI

Capacity Buy-In Color Code		Original Cost 12/31/2024	Accumulated Depreciation 12/31/2024	Net Book Value 12/31/2024
	LAND	301,288		
1721-00000	PUMPING STATION BLDG.	14,039,856	3,704,111	10,335,746
1731-00000	DISPOSAL PLANT STRUCTURE	22,641,068	13,237,563	9,403,505
1734-00000	INTERCEPTING SEWERS	34,859,726	3,928,713	30,931,014
1743-00000	FORCE MAINS	1,825,382	1,167,224	658,158
1725-00000	PUMPING STATION EQUIP.	6,309,169	3,928,167	2,381,002
1735-00000	DISPOSAL PLANT EQUIP.	20,701,817	15,328,644	5,373,173
1732-00000	TREATMENT - EQUIPMENT	269,991	37,210	232,781
1785-00000	MAINTENANCE EQUIP.	162,812	162,812	0
1795-00000	LABORATORY EQUIP.	31,146	31,146	0
1788-00000	MOTOR VEHICLES	2,424,520	1,783,382	641,138
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	87,103,125	21,800,467	65,302,659
1745-00000	SERVICES	11,670,461	486,891	11,183,571
1727-00000	SAN. SEWER TOOLS & MISC. EQUIP	169,734	169,734	0
1738-00000	POWER OPERATED EQUIPMENT	39,176	10,105	29,071
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		213,906,713	77,133,609	136,471,817

Capacity Buy-In Calculation

	Intercepting Sewers	3,928,713
	Pumping & Disposal Plant & Equipment	40,085,432
	Total	44,014,145
	Buy-in per 0.1% Capacity - WWTP	44,014

Additional Buy-in Lift Stations

	Lift-Station Cost	8,799,502
	Buy-in per 0.1% Capacity Allocation	8,800

Buy-in per 0.1% Capacity - WWTP & Lift Stations **52,814**

Outside User Rate Calculations

Recovery of Return on Net Investment Rate Base (ROI)



City of Oshkosh, WI

Depreciation and Rate of Return for Sanitary Districts

2024 Net Asset Value	136,471,817
x ROR	3.90%
Return on Investment	5,319,950
2024 Depreciation Expense (Audit)	4,225,355
Total Return on Investment + Depreciation	9,545,305

Equivalent Rate of Return for City Customers

Debt Service Payments	8,677,550
Debt Coverage	867,755
Total Capital Recovery	9,545,305
Less: Depreciation	4,225,355
Return on Investment	5,319,950
2024 Net Asset Value	136,471,817
Overall Rate of Return	3.90%

Breakdown of ROI Into Collection System and Treatment Plant

Collection System	\$77,156,439
Return on Investment (ROI)%	3.90%
Collection System ROI for Test Year	\$3,007,715
Pumping Stations and Forcemains	\$13,374,905
Return on Investment (ROI)%	3.90%
Pumping Station ROI for Test Year	\$521,381
Treatment Plant and Interceptors (All SD Customers)	\$45,940,473
Return on Investment (ROI)%	3.90%
Treatment Plant and Interceptor ROI for Test Year	\$1,790,853

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	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Operating & Maintenance																	
Sanitary Sewer																	
Labor	80%						10%	10%	\$81,163	\$64,930	\$0	\$0	\$0	\$0	\$0	\$8,116	\$8,116
Retirement Benefits	80%						10%	10%	\$11,563	\$9,250	\$0	\$0	\$0	\$0	\$0	\$1,156	\$1,156
Insurance Benefits	80%						10%	10%	\$13,733	\$10,986	\$0	\$0	\$0	\$0	\$0	\$1,373	\$1,373
Contractual Services	80%						10%	10%	\$394,627	\$315,702	\$0	\$0	\$0	\$0	\$0	\$39,463	\$39,463
Repairs to Motor Vehicles	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance of Sanitary Sewers	80%						10%	10%	\$750,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Maint Mach/Equip/Bldg/Struct	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Rent	80%						10%	10%	\$550	\$440	\$0	\$0	\$0	\$0	\$0	\$55	\$55
Interfund Charge Backs	80%						10%	10%	\$431,588	\$345,270	\$0	\$0	\$0	\$0	\$0	\$43,159	\$43,159
Chemicals	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	80%						10%	10%	\$46,499	\$37,199	\$0	\$0	\$0	\$0	\$0	\$4,650	\$4,650
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%	\$19,896	\$15,917	\$0	\$0	\$0	\$0	\$0	\$1,990	\$1,990
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%	\$1,749,619	\$1,399,695	\$0	\$0	\$0	\$0	\$0	\$174,962	\$174,962
Pumping Stations																	
Labor	90%						5%	5%	\$77,565	\$69,809	\$0	\$0	\$0	\$0	\$0	\$3,878	\$3,878
Repair Parts	90%						5%	5%	\$65,652	\$59,087	\$0	\$0	\$0	\$0	\$0	\$3,283	\$3,283
Gas & Oil	90%						5%	5%	\$1,141	\$1,027	\$0	\$0	\$0	\$0	\$0	\$57	\$57
Heat	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Rental	90%						5%	5%	\$313	\$282	\$0	\$0	\$0	\$0	\$0	\$16	\$16
Postage	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	90%						5%	5%	\$22,307	\$20,076	\$0	\$0	\$0	\$0	\$0	\$1,115	\$1,115
License & Permit	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	90%						5%	5%	\$364	\$328	\$0	\$0	\$0	\$0	\$0	\$18	\$18
Interfund Charge Backs	90%						5%	5%	\$2,823	\$2,541	\$0	\$0	\$0	\$0	\$0	\$141	\$141
Telephone	90%						5%	5%	\$3,478	\$3,130	\$0	\$0	\$0	\$0	\$0	\$174	\$174
Chemicals	90%						5%	5%	\$17,115	\$15,404	\$0	\$0	\$0	\$0	\$0	\$856	\$856
Utility	90%						5%	5%	\$174,275	\$156,848	\$0	\$0	\$0	\$0	\$0	\$8,714	\$8,714
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%	\$8,781	\$7,903	\$0	\$0	\$0	\$0	\$0	\$439	\$439
Power & Light	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	90%						5%	5%	\$8,575	\$7,718	\$0	\$0	\$0	\$0	\$0	\$429	\$429
Subtotal Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$382,389	\$344,150	\$0	\$0	\$0	\$0	\$0	\$19,119	\$19,119
Disposal Plant																	
Labor	33%	25%	22%	22%	5%	5%	5%	5%	\$984,993	\$0	\$325,048	\$246,248	\$216,698	\$49,250	\$49,250	\$49,250	\$49,250
Retirement Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$139,425	\$0	\$46,010	\$34,856	\$30,674	\$6,971	\$6,971	\$6,971	\$6,971
Insurance Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$205,131	\$0	\$67,693	\$51,283	\$45,129	\$10,257	\$10,257	\$10,257	\$10,257
Repair Parts	33%	25%	22%	22%	5%	5%	5%	5%	\$127,973	\$0	\$42,231	\$31,993	\$28,154	\$6,399	\$6,399	\$6,399	\$6,399
Office Supplies	33%	25%	22%	22%	5%	5%	5%	5%	\$4,066	\$0	\$1,342	\$1,017	\$895	\$203	\$203	\$203	\$203
Gas & Oil	33%	25%	22%	22%	5%	5%	5%	5%	\$5,376	\$0	\$1,774	\$1,344	\$1,183	\$269	\$269	\$269	\$269
Heat	33%	25%	22%	22%	5%	5%	5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemicals	57%				43%			0%	\$804,899	\$0	\$458,792	\$0	\$0	\$346,107	\$0	\$0	\$0
Cont Svcs/Eng & Consult Fees	33%	25%	22%	22%	5%	5%	5%	5%	\$380,422	\$0	\$125,539	\$95,106	\$83,693	\$19,021	\$19,021	\$19,021	\$19,021
Tools	32%	30%	26%	26%	7%	5%		0%	\$17,454	\$0	\$5,585	\$5,236	\$4,538	\$1,222	\$873	\$0	\$0
Other Supplies	32%	30%	26%	26%	7%	5%		0%	\$29,853	\$0	\$9,553	\$8,956	\$7,762	\$2,090	\$1,493	\$0	\$0
Telephone	32%	30%	26%	26%	7%	5%		0%	\$1,439	\$0	\$460	\$432	\$374	\$101	\$72	\$0	\$0
Water	32%	30%	26%	26%	7%	5%		0%	\$714,077	\$0	\$228,505	\$214,223	\$185,660	\$49,985	\$35,704	\$0	\$0
Storm Water	32%	30%	26%	26%	7%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Power & Light	33%	34%	21%	21%	5%	7%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Car Allowance	33%	34%	21%	21%	5%	7%		0%	\$400	\$0	\$132	\$136	\$84	\$20	\$28	\$0	\$0
Conference & Training	33%	25%	22%	22%	5%	5%	5%	5%	\$7,693	\$22	\$2,539	\$1,923	\$1,692	\$385	\$385	\$385	\$385
Insurance	33%	25%	22%	22%	5%	5%	5%	5%	\$95,494	\$0	\$31,513	\$23,874	\$21,009	\$4,775	\$4,775	\$4,775	\$4,775
Dues	33%	25%	22%	22%	5%	5%	5%	5%	\$2,602	\$0	\$859	\$651	\$572	\$130	\$130	\$130	\$130

	Allocation Percentages									WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn	
										System								
Equipment Rental		32%	30%	26%	7%	5%		0%	\$1,208	\$0	\$387	\$362	\$314	\$85	\$60	\$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%	\$3,217	\$0	\$1,062	\$1,094	\$676	\$161	\$225	\$0	\$0	
Fees & Permits		33%	34%	21%	5%	7%		0%	\$22,518	\$0	\$7,431	\$7,656	\$4,729	\$1,126	\$1,576	\$0	\$0	
Subtotal Disposal Plant	0%	38%	20%	18%	14%	4%	3%	3%	\$3,548,240	\$0	\$1,356,455	\$726,389	\$633,835	\$498,554	\$137,690	\$97,659	\$97,659	
Solid Disposal																		
Labor		43%	25%	22%	5%	5%		0%	\$227,500	\$0	\$97,825	\$56,875	\$50,050	\$11,375	\$11,375	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$31,932	\$0	\$13,731	\$7,983	\$7,025	\$1,597	\$1,597	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$53,261	\$0	\$22,902	\$13,315	\$11,717	\$2,663	\$2,663	\$0	\$0	
Repair Parts		33%	34%	21%	5%	7%		0%	\$13,777	\$0	\$4,546	\$4,684	\$2,893	\$689	\$964	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$109	\$0	\$47	\$27	\$24	\$5	\$5	\$0	\$0	
Chemicals		57%			43%			0%	\$113,478	\$0	\$64,682	\$0	\$0	\$48,796	\$0	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$20,327	\$0	\$8,741	\$5,082	\$4,472	\$1,016	\$1,016	\$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%	\$497	\$0	\$164	\$169	\$104	\$25	\$35	\$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%	\$190	\$0	\$63	\$65	\$40	\$10	\$13	\$0	\$0	
Special Services		43%	25%	22%	5%	5%		0%	\$199,991	\$0	\$85,996	\$49,998	\$43,998	\$10,000	\$10,000	\$0	\$0	
Uniforms		43%	25%	22%	5%	5%		0%	\$1,206	\$0	\$519	\$302	\$265	\$60	\$60	\$0	\$0	
Landfill Fees		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Adjustment to Audit		43%	25%	22%	5%	5%		0%	(\$87,620)	\$0	(\$37,677)	(\$21,905)	(\$19,276)	(\$4,381)	(\$4,381)	\$0	\$0	
Supplies		43%	25%	22%	5%	5%		0%	\$92,843	\$0	\$39,922	\$23,211	\$20,425	\$4,642	\$4,642	\$0	\$0	
Subtotal Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$667,491	\$0	\$301,462	\$139,805	\$121,738	\$76,496	\$27,990	\$0	\$0	
Laboratory																		
Labor		30%	35%	15%	10%	10%		0%	\$87,380	\$0	\$26,214	\$30,583	\$13,107	\$8,738	\$8,738	\$0	\$0	
Retirement Benefits		30%	35%	15%	10%	10%		0%	\$12,408	\$0	\$3,722	\$4,343	\$1,861	\$1,241	\$1,241	\$0	\$0	
Insurance Benefits		30%	35%	15%	10%	10%		0%	\$26,346	\$0	\$7,904	\$9,221	\$3,952	\$2,635	\$2,635	\$0	\$0	
Repairs		30%	35%	15%	10%	10%		0%	\$957	\$0	\$287	\$335	\$144	\$96	\$96	\$0	\$0	
Chemicals		30%	35%	15%	10%	10%		0%	\$10,791	\$0	\$3,237	\$3,777	\$1,619	\$1,079	\$1,079	\$0	\$0	
Other Supplies		30%	35%	15%	10%	10%		0%	\$292	\$0	\$88	\$102	\$44	\$29	\$29	\$0	\$0	
Insurance		30%	35%	15%	10%	10%		0%	\$7,119	\$0	\$2,136	\$2,492	\$1,068	\$712	\$712	\$0	\$0	
Office Supplies		30%	35%	15%	10%	10%		0%	\$39	\$0	\$12	\$14	\$6	\$4	\$4	\$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%	\$8,684	\$0	\$2,605	\$3,039	\$1,303	\$868	\$868	\$0	\$0	
Professional Services		30%	35%	15%	10%	10%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$154,017	\$0	\$46,205	\$53,906	\$23,103	\$15,402	\$15,402	\$0	\$0	
Maintenance																		
Labor		43%	25%	22%	5%	5%		0%	\$543,155	\$0	\$233,557	\$135,789	\$119,494	\$27,158	\$27,158	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$76,614	\$0	\$32,944	\$19,154	\$16,855	\$3,831	\$3,831	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$133,156	\$0	\$57,257	\$33,289	\$29,294	\$6,658	\$6,658	\$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%	\$4,191	\$0	\$1,802	\$1,048	\$922	\$210	\$210	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$2,670	\$0	\$1,148	\$668	\$588	\$134	\$134	\$0	\$0	
Minor Equipment		43%	25%	22%	5%	5%		0%	\$3,953	\$0	\$1,700	\$988	\$870	\$198	\$198	\$0	\$0	
Office Supplies		43%	25%	22%	5%	5%		0%	\$572	\$0	\$246	\$143	\$126	\$29	\$29	\$0	\$0	
Other Supplies		43%	25%	22%	5%	5%		0%	\$16,536	\$0	\$7,110	\$4,134	\$3,638	\$827	\$827	\$0	\$0	
Repairs/Maintenance		43%	25%	22%	5%	5%		0%	\$16,880	\$0	\$7,259	\$4,220	\$3,714	\$844	\$844	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$55,365	\$0	\$23,807	\$13,841	\$12,180	\$2,768	\$2,768	\$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%	\$2,009	\$0	\$864	\$502	\$442	\$100	\$100	\$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%	\$26,394	\$0	\$11,349	\$6,598	\$5,807	\$1,320	\$1,320	\$0	\$0	
Subtotal Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$881,495	\$0	\$379,043	\$220,374	\$193,929	\$44,075	\$44,075	\$0	\$0	
General & Administrative																		
Labor	16%	16%	19%	17%	4%	4%	10%	14%	\$472,464	\$75,594	\$75,594	\$89,768	\$80,319	\$18,899	\$18,899	\$47,246	\$66,145	
Retirement Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$103,185	\$16,510	\$16,510	\$19,605	\$17,541	\$4,127	\$4,127	\$10,319	\$14,446	
Insurance Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$109,910	\$17,586	\$17,586	\$20,883	\$18,685	\$4,396	\$4,396	\$10,991	\$15,387	
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%	\$3,498	\$560	\$560	\$665	\$595	\$140	\$140	\$350	\$490	
Office Supplies/Equipment	16%	16%	19%	17%	4%	4%	10%	14%	\$7,485	\$1,198	\$1,198	\$1,422	\$1,273	\$299	\$299	\$749	\$1,048	
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%	\$39,623	\$6,340	\$6,340	\$7,528	\$6,736	\$1,585	\$1,585	\$3,962	\$5,547	
Telephone	16%	16%	19%	17%	4%	4%	10%	14%	\$35,442	\$5,671	\$5,671	\$6,734	\$6,025	\$1,418	\$1,418	\$3,544	\$4,962	
Misc Fixed Charges	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

	Allocation Percentages								WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
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%	\$253	\$40	\$40	\$48	\$43	\$10	\$10	\$25	\$35
Professional Services	16%	16%	19%	17%	4%	4%	10%	14%	\$99,613	\$15,938	\$15,938	\$18,926	\$16,934	\$3,985	\$3,985	\$9,961	\$13,946
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%	\$232	\$37	\$37	\$44	\$39	\$9	\$9	\$23	\$32
Audit	16%	16%	19%	17%	4%	4%	10%	14%	\$9,092	\$1,455	\$1,455	\$1,727	\$1,546	\$364	\$364	\$909	\$1,273
Insurance	16%	16%	19%	17%	4%	4%	10%	14%	\$23,757	\$3,801	\$3,801	\$4,514	\$4,039	\$950	\$950	\$2,376	\$3,326
Uncollectable Accounts	16%	16%	19%	17%	4%	4%	10%	14%	\$98	\$16	\$16	\$19	\$17	\$4	\$4	\$10	\$14
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%	\$650	\$104	\$104	\$123	\$110	\$26	\$26	\$65	\$91
Dues	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal General & Administrative	16%	16%	19%	17%	4%	4%	10%	14%	\$905,302	\$144,848	\$144,848	\$172,007	\$153,901	\$36,212	\$36,212	\$90,530	\$126,742
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%	\$283,890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$283,890
GASB 68 Pension Exp							100%	0%	(\$7,080)	\$0	\$0	\$0	\$0	\$0	\$0	-\$7,080	\$0
Office Supplies							50%	50%	\$25,574	\$0	\$0	\$0	\$0	\$0	\$0	\$12,787	\$12,787
Car Allowance								100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Meter Reading							2%	98%	\$302,384	\$0	\$0	\$0	\$0	\$0	\$0	\$5,707	\$296,677
Pretreatment Program																	
Professional Services		43%	25%	22%	5%	5%		0%	\$66,760	\$0	\$28,707	\$16,690	\$14,687	\$3,338	\$3,338	\$0	\$0
Licenses & Permits		43%	25%	22%	5%	5%		0%	\$2,078	\$0	\$893	\$519	\$457	\$104	\$104	\$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%	\$405	\$0	\$174	\$101	\$89	\$20	\$20	\$0	\$0
Conference/Training		43%	25%	22%	5%	5%		0%	\$198	\$0	\$85	\$49	\$44	\$10	\$10	\$0	\$0
Safety Equipment		43%	25%	22%	5%	5%		0%	\$418	\$0	\$180	\$105	\$92	\$21	\$21	\$0	\$0
Office Supplies		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Pretreatment Program	0%	43%	25%	22%	5%	5%	0%	0%	\$69,858	\$0	\$30,039	\$17,465	\$15,369	\$3,493	\$3,493	\$0	\$0
Total O & M	22%	26%	15%	13%	8%	3%	4%	8%	\$8,660,796	\$1,888,694	\$2,258,052	\$1,329,946	\$1,141,875	\$674,232	\$264,861	\$387,977	\$715,160
Capital Costs																	
Depreciation																	
Sanitary Sewer	80%	0%	0%	0%	0%	0%	10%	10%	\$2,451,684	\$1,961,347	\$0	\$0	\$0	\$0	\$0	\$245,168	\$245,168
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$480,327	\$432,294	\$0	\$0	\$0	\$0	\$0	\$24,016	\$24,016
Disposal Plant	0%	45%	21%	18%	11%	4%	0%	0%	\$1,111,185	\$0	\$501,849	\$232,736	\$202,660	\$127,345	\$46,595	\$0	\$0
Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$95	\$0	\$29	\$33	\$14	\$10	\$10	\$0	\$0
Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$182,063	\$0	\$78,287	\$45,516	\$40,054	\$9,103	\$9,103	\$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%	2%	98%	\$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%	\$3,007,715	\$2,406,172	\$0	\$0	\$0	\$0	\$0	\$300,772	\$300,772
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$521,381	\$469,243	\$0	\$0	\$0	\$0	\$0	\$26,069	\$26,069
Treatment Facility	0%	45%	21%	18%	11%	4%	0%	0%	\$1,790,853	\$0	\$808,810	\$375,092	\$326,619	\$205,236	\$75,096	\$0	\$0
Total Capital Costs									\$9,545,304	\$5,269,057	\$1,388,975	\$653,377	\$569,347	\$341,694	\$130,804	\$596,025	\$596,025
Subtotal Revenue Requirements									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185
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									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185
Summary																	
Allocation of Costs to Function and Classification for User Rates																	

	Allocation Percentages									WWTF						Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
									2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	TKN	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	70%	2%	2%	2%	0%	0%	10%	13%	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	0%	42%	22%	18%	12%	4%	1%	1%	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total	39%	20%	11%	9%	6%	2%	5%	7%	18,206,100	7,157,751	3,647,027	1,983,322	1,711,222	1,015,926	395,665	984,003	1,311,185

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:	Prior Year Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	City Customers Only	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	All Customers except Sunset	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	All Customers	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total		\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185

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	817,139	24,197	\$33.77
Meter/Connection Charge	1,144,322	32,441	\$35.27

Meter Size	Equiv Ratio	Meter/Connection Charge	Customer Charge	Total Fixed Charge
5/8"	1	\$35.27	\$33.77	\$69.04
3/4"	1	\$35.27	\$33.77	\$69.04
1"	2.5	\$88.19	\$33.77	\$121.96
1 1/4"	3.75	\$132.28	\$33.77	\$166.05
1 1/2"	5	\$176.37	\$33.77	\$210.14
2"	8	\$282.20	\$33.77	\$315.97
3"	15	\$529.12	\$33.77	\$562.89
4"	25	\$881.86	\$33.77	\$915.63
6"	50	\$1,763.72	\$33.77	\$1,797.49
8"	80	\$2,821.96	\$33.77	\$2,855.73
10"	125	\$4,409.31	\$33.77	\$4,443.08
12"	175	\$6,173.03	\$33.77	\$6,206.80

Volumetric Charges

Charge Type	Cost	Billable Units (Cu. Ft or lbs)	Rate/Unit
Flow Charge per 100 CF	\$174,887	1,957,358	\$0.09
Conveyance Charge per 100 CF	\$5,912,063	1,939,752	\$3.05
BOD Charge per lb.	\$189,472	4,250,576	\$0.04
TSS Charge per lb.	\$169,270	5,099,326	\$0.03
P Charge per lb.	\$39,705	117,728	\$0.34
NH3-N Charge per lb.	\$39,705	424,302	\$0.09
BOD Charge per 100 CF			\$0.07
TSS Charge per 100 CF			\$0.05
P Charge per 100 CF			\$0.02
NH3-N Charge per 100 CF			\$0.01
Total Volumetric Rate per 100 Cu. Ft			\$3.29

Pumping Stations User Rate Calculations (City, Blackwolf, Island View, Winnebago, Edgewood SD's)

Fixed Charges (Annual)

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	69,205	24,197	\$2.86
Meter/Connection Charge	69,205	32,441	\$2.13

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$2.13	\$2.86	\$4.99
3/4"	1	\$2.13	\$2.86	\$4.99
1"	2.5	\$5.33	\$2.86	\$8.19
1 1/4"	3.75	\$8.00	\$2.86	\$10.86
1 1/2"	5	\$10.67	\$2.86	\$13.53
2"	8	\$17.07	\$2.86	\$19.93
3"	15	\$32.00	\$2.86	\$34.86
4"	25	\$53.33	\$2.86	\$56.19
6"	50	\$106.66	\$2.86	\$109.52
8"	80	\$170.66	\$2.86	\$173.52
10"	125	\$266.66	\$2.86	\$269.52
12"	175	\$373.32	\$2.86	\$376.19

Volumetric Charges

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Conveyance Charge per 100 CF	\$1,245,687	5,524,723	\$0.23
Total Volumetric Rate per 100 Cu. Ft			\$0.23

Treatment Facility User Rate Calculations (All Customers)

Fixed Charges (Annual)

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	97,659	24,197	\$4.04
Meter/Connection Charge	97,659	32,441	\$3.01

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$3.01	\$4.04	\$7.05
3/4"	1	\$3.01	\$4.04	\$7.05
1"	2.5	\$7.53	\$4.04	\$11.56
1 1/4"	3.75	\$11.29	\$4.04	\$15.32
1 1/2"	5	\$15.05	\$4.04	\$19.09
2"	8	\$24.08	\$4.04	\$28.12
3"	15	\$45.16	\$4.04	\$49.19
4"	25	\$75.26	\$4.04	\$79.30
6"	50	\$150.52	\$4.04	\$154.56
8"	80	\$240.83	\$4.04	\$244.87
10"	125	\$376.30	\$4.04	\$380.34
12"	175	\$526.82	\$4.04	\$530.86

Volumetric Charges (All Customers)

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Flow Charge per 100 CF	\$3,472,139	5,807,382	\$0.60
BOD Charge per lb.	\$1,793,850	4,806,665	\$0.37
TSS Charge per lb.	\$1,541,952	5,655,415	\$0.27
P Charge per lb.	\$976,221	139,971	\$6.97
NH3-N Charge per lb.	\$355,960	479,911	\$0.74
BOD Charge per 100 CF			\$0.58
TSS Charge per 100 CF			\$0.43
P Charge per 100 CF			\$0.44
NH3-N Charge per 100 CF			\$0.12
Total Volumetric Rate per 100 Cu. Ft			\$2.16

Wastehauler Charges

Septic Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$23.46
TSS Charge per 100 Cu. Ft	\$28.62
P Charge per 100 Cu Ft.	\$13.68
NH3-N Charge per 100 Cu. Ft	\$0.78
Total	\$67.23

Holding Tank Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$1.30
TSS Charge per 100 Cu. Ft	\$1.53
P Charge per 100 Cu Ft.	\$0.91
NH3-N Charge per 100 Cu. Ft	\$0.26
Total	\$4.69

Porta Potty Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$11.73
TSS Charge per 100 Cu. Ft	\$17.17
P Charge per 100 Cu Ft.	\$11.40
NH3-N Charge per 100 Cu. Ft	\$0.52
Total	\$41.51

Mixed Load Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$2.35
TSS Charge per 100 Cu. Ft	\$1.72
P Charge per 100 Cu Ft.	\$2.05
NH3-N Charge per 100 Cu. Ft	\$0.65
Total	\$7.45

Rate Summary

	City (Inside)
Fixed charge per connection	\$81.08
Rate per 100 Cu. Ft	\$5.68
BOD rate per lb.	\$0.418
TSS rate per lb.	\$0.306
P rate per lb.	\$7.312
NH3-N Charge per lb.	\$0.835

Outside User Rate Calculations Rate Summary

City of Oshkosh, WI



Monthly Charges - Sunset Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Algoma Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Blackwolf, Winnebago, Island View, Edgewood Sanitary Districts

Volumetric Rate per 100 Cubic Feet	\$2.38
------------------------------------	--------

Summary of Projected Revenues by Sanitary District

	Annual Revenue
Algoma SD	\$560,723.64
Sunset SD	\$10,706.12
Blackwolf SD	\$157,694.93
Island View SD	\$46,677.43
Edgewood Shangri-la SD	\$6,879.81
Winnebago SD	\$6,667.86
Totals	\$789,349.79

ADDENDUM D

This Addendum presents terms that are unique and targeted to the District. These terms are incorporated into and become part of the Agreement.

- 1) The Parties recognize that City SSA and District DMA boundaries need to be updated with ECWRPC to reflect actual boundaries. Either Party may petition for SSA amendment now or in the future, with any matching reduction in SSA area for District additions being identified within the District, if required. If an amendment is requested, the Parties agree that they will work together in good faith to evaluate the amendment and present necessary information to ECWRPC and WDNR.

The Sewer Service Area Boundary and SSA Planning Area boundaries shown on Addendum A were created by ECWRPC. The Sanitary Sewer Service Area Planning Boundary identified on Addendum A is the area that the City of Oshkosh Wastewater Treatment Plant is authorized to serve. By entering into this Master Agreement containing the Addendum A map the District is not agreeing that either the "Sewer Service Area Boundary" and "SSA Planning Area Boundary", are appropriate, and is not waiving any rights to challenge either or both of the boundaries as shown on Addendum A.

- 2) The following memorializes the understanding between the Parties as to infrastructure ownership by the City and District respectively, which is also identified on the Addendum A maps.
 - a. The City owns, and has the responsibility of maintaining, the existing Collection System infrastructure, specifically pipes, located in the following areas:
 - i. County Highway A from the connection point to the south, including the manhole at the connection point
 - ii. Island View south of the intersection with Sunnyview Road
 - iii. All City streets in the Island View Estates Subdivision and any additions thereto
 - iv. Any future city-installed pipes
 - b. The District owns, and has the responsibility of maintaining, the following existing Collection System infrastructure
 - i. All lift stations located within the District
 - ii. Pipes located in the following areas

1. Sunnyview Road – County Highway Y to intersection with Islandview
2. Island View Drive north of the intersection with Sunnyview Road
3. The easement between County Highway A and Sherman Road located approximately 1,050 feet south of the centerline of Sunnyview Road
4. Sherman Road from easement located approximately 1,050 feet south of the centerline of Sunnyview Road north to Sunnyview Road
5. County Highway A from the connection point north toward County Highway Y.

The Parties agree that they will cooperate to execute a bill of sale or other documents to implement the above agreements if necessary.

- 3) Currently, there are undeveloped City parcels located south of Sunnyview Rd which were previously annexed from the boundaries of the District. The City agrees that when these undeveloped parcels connect to the District's pipe in Sunnyview Rd., the District shall invoice the property owner a connection fee (\$9,000 if a lateral stub already exists, \$10,000 if it does not). The City will not charge any connection fee for these parcels. In the event of future connections to the other Party's system, the Parties will work cooperatively to negotiate an equitable connection charge.
- 4) The District shall annually calculate and invoice the City for the proportionate share of lift station operating and maintenance costs for the one lift station through which City residents' wastewater flows. The City's portion of costs shall be calculated based on the percentage of City residential connections using the lift station compared to all connections using the lift station. The rate will be updated each year by entering the previous year's actual expenses. Should the methodology for calculating the annual rate change, the District shall consult with the City prior to implementation.
- 5) The City agrees to disseminate utility information provided by the District to City customers within the District, upon request by the District.
- 6) The District may request periodic problem-solving assistance from the City.

ADDENDUM E

Purchase of Additional Capacity

The District may request to purchase additional capacity within the WWTP and WWTP collection system. Requests will be reviewed by the City based upon the current and anticipated system capacity at the time of the request.

If the system capacity will support additional capacity from the requesting District, the City may agree and the District will purchase that capacity by taking the amount of accumulated depreciation on all assets that are or will be used by the district, including but not limited to the WWTP, interceptors, force mains and lift stations, and multiplying this amount by the increase in the percentage of capacity in the WWTP and in the lift station or other assets allocated to any District under the new agreement. To the extent that a District may use or benefit from a lift station(s), they will be required to purchase the additional capacity based on the value of the accumulated depreciation on the lift station(s) which would be evaluated at the time of purchase.

The District would pay for depreciation expense and return on investment on the undepreciated balance of WWTP and other assets used by the district through its sewer user charges as provided for in the new agreement.

In no case shall the City be obligated to enlarge or otherwise modify its collection system or the WWTP to provide for additional capacity.

Example Calculation for 0.1 Percent of WWTP Capacity (20,000 gallons per day) with no lift station:

Interceptor Sewers – Accumulated Depreciation	\$ 3,928,713
WWTP – Accumulated Depreciation	\$40,085,432
Total	\$44,014,145
	<u> x 0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 44,014

Additional Buy-in Lift Stations:

Lift-Station Cost	\$8,799,502
	<u> X0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 8,800

Buy-In per 0.1% Capacity Allocation WWTP & Lift Station \$ 52,814



TO: Honorable Mayor and Members of the Common Council
FROM: Lynn Lorensen, City Attorney
DATE: October 28, 2025
SUBJECT: Res 25-545 Approve Sanitary District Agreement with Sunset Point Sanitary District (October 1, 2025 through December 31, 2045)

BACKGROUND

At its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts. As noted at that time, addendums with individual districts remained outstanding and were required to finalize the agreements. The addendums contain maps and terms that may be specific to each District.

As an incentive to complete the addendum in a timely manner staff offered to apply the new contractual rates to 3rd quarter 2025 billing (the contractual rates are lower than the non-contractual rates that the districts are currently paying), upon final agreement with the largest district, the Algoma Sanitary District No. 1, and approval by the individual districts in time for council consideration at the October 28, 2025 council meeting. The Algoma Sanitary District and Sunset Point District have both approved the agreement.

ANALYSIS

This resolution will approve the final Sanitary District Agreement with the Sunset Point Sanitary District. For all districts, the term of the Agreement is through December 31, 2045. In addition, for all districts because of the long term of the agreement and discrepancies found in current mapping the agreements include provisions allowing the maps to be updated over the term of the agreement as service areas are amended. Staff at East Central Wisconsin Regional Planning Commission (ECWRPC) have indicated that they will review maps in the next year and update in accordance with the agreements reached. Changes to those maps will not require council approval to update the maps attached to the agreement as the agreement anticipates updating maps over the course of the agreement in accordance with approved changes.

Terms specific to the Sunset Point Sanitary District include:

- The District requested comfort language regarding their design capacity and the flow allotment under the Master Agreement.

FISCAL IMPACT

Approval of this Agreement will move this sanitary district to billing under the new contractual rates which are less than the current non-contractual rates, but save the City costs related to monitoring service with a customer not under a current agreement and enforcement of city ordinances in the districts which is a requirement included within the contractual provisions for districts. As noted in the September 23, 2025 resolution approving the Master Agreement, the new agreement also allows the city to recoup the costs of providing service to sanitary districts in a consistent and equitable manner that is reflective of the portion of wastewater services

and infrastructure used by the districts.

RECOMMENDATION

Staff recommends approval of the proposed Agreement.

Attachments	
Res 25-545	
Sunset Point Agreement	

10/28/2025

25-545

RESOLUTION

LAID OVER

4-0

PURPOSE: APPROVE SANITARY DISTRICT AGREEMENT WITH SUNSET POINT SANITARY DISTRICT (OCTOBER 1, 2025 THROUGH DECEMBER 31, 2045)

INITIATED BY: CITY ADMINISTRATION

WHEREAS, at its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts; and

WHEREAS, the Master Agreement governs general terms applicable to all districts and each district requires individualized maps and individual terms specific to their district; and

WHEREAS, it is therefore necessary to approve a final agreement with each sanitary district; and

WHEREAS, city staff and district representatives met and agreed to individualized attachments identifying boundaries, connection points and any necessary individualized provisions for each district; and

WHEREAS, the District has approved the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the attached Sanitary District Agreement with Sunset Point Sanitary District for the provision of sanitary sewer and wastewater treatment service for the period from October 1, 2025 through December 31, 2045 is hereby approved and that 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.

BE IT FURTHER RESOLVED that the proper city officials are hereby authorized and directed to apply contractual rates as provided for within this Agreement for services, including during the 3rd quarter of 2025, to be billed after the execution of this Agreement.

City of Oshkosh and Sunset Point Sanitary District Agreement

This Oshkosh Sanitary Districts Master Agreement (“Agreement”) is made between the City of Oshkosh, a Wisconsin Municipality with its principal offices located at 215 Church Avenue, Oshkosh, Winnebago County, Wisconsin 54902-1130 (“City”) and the Sunset Point Sanitary District, a body politic organized and existing pursuant to Chapter 60, Subchapter IX Town Sanitary Districts, §60.70 et. seq. Wis. Stats., with its principal offices located at 230 E. County Road Y, Oshkosh, Winnebago County, Wisconsin 54901 (“the District”).

Whereas, City and the District (collectively referred to herein as “the Parties”) have previously entered into agreements for the provision of sanitary sewer and wastewater treatment service (“Services”) by the City to the District; and

Whereas, the Parties wish to enter into an updated master agreement with common provisions applicable to all districts served by the City of Oshkosh;

Whereas, specific provisions applicable to each individual district shall be incorporated in addendums to each master agreement, with the terms of the master agreement remaining uniform between the districts; and

Whereas, the City is not obligated to provide extraterritorial service to the District except through a specific agreement for such services; and

Whereas, the City and the District entered into previous agreements for the transportation and treatment of the District wastewater and recognize that the District is currently dependent upon the City for service; and

Whereas, the City and District each desire to enter into this Agreement to continue their long-term relationship; and

Whereas, in return for the City providing the Services, the District agrees that the District will not promote competition for development or for movement or expansion of existing commercial and industrial concerns located in the City that would be in violation of an existing or amended Cooperative Plan/Agreement between the City and a respective Town and/or Sanitary District; and

Whereas, the Parties intend the foregoing provisions are contractual in nature and not to be construed as mere recitals to this Agreement.

Now, therefore, the Parties by their duly authorized representatives, agree as follows:

I. Term of Agreement.

This Agreement shall commence for the billing period beginning October 1, 2025, or alternatively for the next quarterly billing period following the latest date set forth in the signature blocks below, and shall continue through December 31, 2045, and shall continue thereafter, subject to the provisions of Article XIII.

II. Acronyms and Definitions.

A. Allocated Capacity. The flow capacity allocated to the District in Addendum B.

Classes of Flow Capacity: Maximum Hour Flow – the greatest total volume of wastewater during any consecutive 60-minute period expressed in terms of gallons per hour.

Maximum Day Flow – the greatest total volume of wastewater during any consecutive 24-hour period expressed in terms of millions of gallons per day.

Maximum Week Flow – the greatest total volume of wastewater during any consecutive 7-day period expressed in terms of millions of gallons per day.

Maximum Month Flow – the greatest total volume of wastewater during any consecutive 30-day period expressed in terms of millions of gallons per day.

Annual Average Daily Flow – the total volume of wastewater over one calendar year divided by 365 expressed in terms of millions of gallons per day.

B. CMAR. Compliance Maintenance Annual Report that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.

- C. **CMOM.** Capacity, Management, Operation and Maintenance program that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.
- D. **Connection Point.** The point at which the District's Collection System discharges to the City's Collection System.
- E. **Collection System.** The individual and combination of infrastructure assets constructed, installed and used for the transmission of sanitary wastewater. These assets include, but are not limited to gravity pipes, manholes, force mains, valves, pump/lift stations with all their components, and associated ancillary assets required to monitor, control and evaluate flow.
- F. **Data Logger.** An electronic device that automatically monitors and records environmental parameters over time, allowing conditions to be measured, documented, analyzed, and validated.
- G. **Designated Management Agency.** An entity designated in an areawide water quality management plan having responsibility for implementing specific plan recommendations ("DMA") reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- H. **District Wastewater Concentration.** For purposes of calculating wastewater charges, the following definitions shall apply: Wastewater having organic concentrations of Biochemical Oxygen Demand (BOD5) with an annual average of 250 milligrams per liter (mg/L), Total Suspended Solids (TSS) with an annual average of 250 milligrams per liter (mg/L), Phosphorous (P) with an annual average of 10 milligrams per liter (mg/L), and Ammonia-Nitrogen (NH3-N) with an annual average of 25 milligrams per liter (mg/L).
- I. **EPA.** United States Environmental Protection Agency.
- J. **Infiltration.** Water that enters a Wastewater System from the ground, including, but not limited to, such sources as defective pipes, pipe joints, connections, or manholes.

- K. Inflow.** Water that enters a Wastewater System through inappropriate connections including, but not limited to, sump pumps, roof leaders, cellar drains, and yard drains.
- L. Rate of Return.** The formula for calculating the Rate of Return is the total annual principal and interest payments for the City's sewer utility debt in the test year plus an additional 10% of the annual principal and interest payments less the City's annual depreciation expense for the City's Wastewater System. The dollar amount is then divided by the net book value of the City's Wastewater System to arrive at a percentage Rate of Return calculation.
- M. Residential Equivalent Connection.** The Residential Equivalent Connection or "REC" is the formula for calculating the annual discharge of an unmetered domestic residential unit. A Residential Equivalent Connection or "REC" shall be defined as 100 gallons per person per day of average daily flow with Category A domestic strength wastewater concentrations as defined in the City of Oshkosh Municipal Code, Ch. 24. A residential unit shall be defined as 3 people per unit.
- N. Sewer Service Area.** The area presently served or anticipated to be served by a sewage collection system ("SSA") as reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- O. Technical Standards Committee.** A committee made up of representatives from the City and the Districts created to discuss matters of a technical nature as described in Article XI.
- P. Wastewater System.** The combination of physical, chemical and biological components used to collect, pump, analyze, measure and treat raw wastewater and dispose of treated wastewater and biosolids in accordance with Federal and State laws, regulations and permit requirements. The Wastewater System includes, but is not limited to, the Collection System and the Wastewater Treatment Facility.
- Q. Wastewater Treatment Facility.** A plant in which a combination of physical, chemical and biological processes are used to treat wastewater

and remove pollutants. The Wastewater Treatment Facility for the City is currently located at 233 N. Campbell Road, Oshkosh, WI.

R. WDNR. Wisconsin Department of Natural Resources.

S. WPDES. Wisconsin Pollution Discharge Elimination System.

III. District Boundaries and Service Area.

A. Establishment of Boundaries.

The boundaries of the District are established in Addendum A, which is incorporated into this Agreement and made a part hereof ("District Boundaries").

These boundaries will be modified by Amendment to reflect Sewer Service Area ("SSA") amendments and Designated Management Agency ("DMA") amendments approved by the Wisconsin Department of Natural Resources ("WDNR") which are within the boundaries of the District or the defined protected town areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The City agrees not to unreasonably withhold, delay, or condition its approval of boundary modifications within the District, or defined protected town areas as defined in a Cooperative Plan, which include development anticipated to occur within the Allocated Capacity of the District as defined within Addendum B to this Agreement. City disapproval under this paragraph will be based upon a reasonable determination of the lack of sufficient contracted capacity for flow, load, or strength, the lack of sufficient downstream capacity in the City's Collection System, or other substantial engineering consideration related to a District's proposed construction or extension.

The boundaries will be similarly amended for annexation and attachment of City service areas under Sections E and F below to reflect sewer service amendments approved by the WDNR which are within the boundaries of the City or the defined City growth areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The District agrees not to unreasonably withhold,

delay, or condition its approval of boundary modifications within the City or City growth areas as defined in a Cooperative Plan.

B. Service Outside of the District Boundary.

The City shall provide Services to the District only within the District Boundaries authorized by this Agreement.

Except as provided in paragraph A, the City has no obligation to provide Services to any properties not currently located within the District Boundaries and all rights are reserved by the City to decline to provide Services to any properties outside of the District Boundaries as established in Addendum A regardless of any proposed or future changes to the boundaries of the District.

C. Connection Point(s).

The Connection Point(s) between the District's Collection System and the City's Collection System are established in Addendum A. Changes in the Connection Point(s) required for any reason, may be agreed upon by the representatives for the Parties by written Memorandum of Understanding and new Addendums may be attached to the Agreement indicating the changes in Connection Points and date of change. In the case of the City the representative shall be the Director of Public Works, and in the case of the District the representative shall be the District President. A change in the Connection Point(s) shall not require formal amendment of the Agreement between the Parties.

D. District Mapping and Connections within the District.

The District shall provide to the City maps of current District facilities and connections within the District which shall be updated annually to include any changes to the location of facilities or connections and any additional connections to the system. The maps shall clearly depict how each property is metered.

The District may permit additional connections to the District's Collection System, subject to Section VII(H), provided that such connections are within the District and SSA/DMA boundaries and that the District does not exceed its Allocated Capacity described in Addendum B, which is incorporated into this Agreement and made a part hereof. The District shall

submit to the City's Public Works Director annually, during the month of December, a report showing the total current number of connections to the District's Collection System. The report shall contain the addresses of the premises served by those connections, the type of land use associated with each connection to the District's Collection System, and clearly indicate any new connections made to the District's Collection System occurring during the previous calendar year.

E. Currently Existing Atypical Sewer System Connections.

The Parties acknowledge that there are various atypical sewer connections within both the City and various districts at the time of entry into this Agreement. The Parties agree that the currently existing atypical sewer connections, shall generally be treated as follows:

1. The Parties agree that those properties that are located within the District but discharge sewage to the City's Collection System at a point other than a metered Connection Point may continue to discharge sewage directly to the City's Collection System, provided that the District timely complies with the requirements of Article VII pertaining to Flow Measurement.
2. Those City properties that have been annexed or attached to the City but are still connected to the District's Collection System shall continue to remain connected to the District's Collection System, except as these areas may be brought into the City as provided in Paragraph F below or as may be otherwise agreed upon by the Parties. For example, in the case of parcels located within the City currently served by the Town of Algoma Sanitary District No. 1, service by the City may begin immediately upon execution of this Agreement for certain of these parcels, while City service to certain other parcels will occur no earlier than 20 years following execution of this Agreement.
3. The quantity of flow from a user connection shall be determined in accordance with Article VII of this Agreement pertaining to Flow Measurement.

F. Annexations/Attachments/Detachments.

In accordance with Section 60.79 of the Wisconsin Statutes, the annexation of any parcel within the District detaches the parcel from the District. If at any point an annexation or attachment causes a portion of the District's Collection System to be bordered by City properties on each side, then the City may acquire the infrastructure assets of the District's Collection System located within the annexed area as follows:

1. If the sanitary flow through the annexed area connects directly to the City's Collection System without passing through any other portion of the District's Collection System and without passing through a District meter, then the City shall acquire all the assets of the District's Collection System located within the annexed area, including but not limited to pipes, pumps, valves, and manholes.
2. If the sanitary flow through the annexed area cannot connect directly to the City's Collection System without passing through any other portions of the District's Collection System or without passing through a District meter, then the District shall continue to own and maintain the infrastructure assets located in the annexed area until the District meter is relocated and/or the Collection System is able to directly connect to City facilities under paragraph 1 above.
3. If the sanitary flow can connect directly to the City's Collection System or if a majority of the patrons already receiving sewer service within a definable area are City patrons, the City may take over ownership and maintenance responsibilities for the portion of the system within the defined area. At that time, the City shall acquire and maintain all infrastructure assets of the District's Collection System located within the defined area including, but not limited to, pipes, pumps, valves, and manholes.

When the City acquires a portion or all of the District's Collection System, the following shall apply regarding the infrastructure assets formerly owned by the District:

1. If the assets were financed by a private developer or in any other manner without direct cost to the District, the acquired assets shall be transferred to the City without cost to the City.

2. If the assets were a utility financed purchase by District through the issuance of bonds or other debt and said indebtedness remains unpaid, the City shall pay to the District the proportionate share of any remaining indebtedness that is attributable to the purchase of the assets. The City's payment shall be made either in one sum, or in annual installments of the amount necessary to pay the proportionate share of the principal and interest when due. The District shall apply the moneys received from the City strictly to the payment of the principal and interest due.
3. If the assets were purchased by the District without incurring debt, then the City shall pay to the District the depreciated value, if any, of the assets as identified in the accounts of the District or as reasonably calculated in relation to the anticipated remaining useful life of the assets.
4. The Parties recognize that while the above parameters will generally provide a reasonable means to calculate the value of assets, that there may be circumstances in individual cases that require adjustment to these calculations and the Parties agree to work together in good faith in such cases to reasonably calculate the value of the assets to be acquired. In the case of a dispute, the Parties agree that they may seek the assistance of an independent outside person to assist with the valuation of the assets or mediator. If the Parties are unable to reach agreement, the City may take over the assets and either Party may petition the Wisconsin Public Service Commission to seek resolution of the matter in relation to compensation.

Should a detachment occur, the same process and analysis shall apply to allow the District to acquire the infrastructure assets of the City's Collection System located within the detached area.

The Parties agree that they will execute any documents reasonably necessary to facilitate the above transactions including easements, bills of sale, deeds, release of easements, or similar documents.

G. Parties' Assets.

Notwithstanding anything to the contrary, the City continues to solely own, operate, maintain and replace its Collection System and Wastewater Treatment Facility, and shall solely bear the cost of any repair or replacement for its Collection System and Wastewater Treatment Facility. The District continues to solely own, operate, maintain and replace its Collection System, and shall solely bear any cost of repair or replacement for its Collection System and any related facilities.

H. District Specific Terms.

This Agreement is a standard master agreement between the City and each of the sanitary districts it serves. The Agreement establishes foundational terms and conditions that are applicable to all districts. The District may have unique requirements and circumstances regarding service area, asset ownership, or transfer, and as a result, Addendum D is hereby incorporated into this Agreement to delineate District specific terms and conditions.

IV. Services to be Provided.

A. Wastewater Transportation.

The City shall receive wastewater generated within the District Boundaries at Connection Points as provided for in Addendum A. The City shall be responsible for the transportation of the wastewater from the Connection Point(s) through the City's Collection System to the City's Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System. The District shall be responsible for the transportation of the wastewater through the District's Collection System to the Connection Point(s) and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System.

B. Wastewater Treatment.

The City shall provide treatment of the wastewater from the District at the City's Wastewater Treatment Facility. The City shall own, operate and maintain the Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation of the Facility and complying with all reporting requirements for the Facility.

C. Capacity Allocation.

The City shall allocate capacity in its Collection System and its Wastewater Treatment Facility as provided for in Addendum B, which is incorporated into this Agreement and made a part hereof. Each District may also request to purchase additional capacity according to the formula provided in Addendum E. City approval under this paragraph shall not be unreasonably withheld, conditioned, or delayed.

The District acknowledges that the capacity allocated to it in Addendum B is calculated as determined as a percentage of the total treatment capacity of the Wastewater Treatment Facility. If, for any reason, there are changes to the total treatment capacity of the Wastewater Treatment Facility, including a change in state or federal regulatory requirements, the District's capacity in Addendum B shall be adjusted accordingly. Specifically, the District shall maintain their percentage allocation, but the District's percentage allocation shall now be applied to the new adjusted total treatment capacity of the Wastewater Treatment Facility.

Both Parties agree that if any changes occur to the total treatment capacity of the Wastewater Treatment Facility, the City shall provide the District with notice of the revised capacity which shall be determined either by the limits stated in the City's current WPDES permit or through an engineering study, submitted to and approved by the WDNR if required.

The District acknowledges that although its overall capacity is a percentage of the total treatment capacity of the Wastewater Treatment Facility, the District's capacity may be further constrained at specific Connection Points due to the limitations of the Collection System (including the size of the existing pipes and infrastructure).

V. District's Compliance with Wastewater Regulations.

A. District's Compliance with City's Wastewater Service Regulations.

1. Waste Characteristics.

Characteristics of waste delivered to the City's Collection System at each connection point must meet the requirements of Chapter 24 of the City of Oshkosh Municipal Code.

District wastewater strength may be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed annually by a third-party laboratory. The District shall be responsible for paying for the annual testing.

Alternatively, at the option of either Party, the District wastewater strength may also be calculated by taking an annual rolling average, which will be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed quarterly by a third-party laboratory. Results of the testing will be aggregated with the data collected quarterly over the past twelve months, to calculate an annual average. This annual average will be used to determine District wastewater strength in relation to the definition of Category A set forth in this Agreement. In the event a District desires to use an annual rolling average to calculate wastewater strength, the District shall be responsible for paying for the quarterly testing. In the event the City desires to use an annual rolling average to calculate wastewater strength, the District and City shall equally be responsible for paying for the quarterly testing.

2. Applicability of City Ordinance and Administrative Rules

The City's provision of Services is subject to the District's compliance with and enforcement of all applicable City ordinances and administrative rules pertaining to protection of the City's Wastewater System and the prevention of cross connections with any other utility systems. All discharges from the District's Collection System into the City's Wastewater System shall be subject to Chapter 24 of the City of Oshkosh Municipal Code and the District's Board of Commissioners shall adopt and enforce regulations regarding the use of the District's Collection System that includes the same language as Sections 24-4, 24-5, 24-6, 24-6.1 through 24-6.4, 24-6.6 and 24-6.7 of the City of Oshkosh Municipal Code, except (1) replacing the word "City" or words "City of Oshkosh" with the name of the Sanitary District, except in the case where the sentence refers to the City's Wastewater Treatment Plant (Facility) or the City's Industrial Wastewater Discharge Handbook; (2) replacing the terms "Control Authority" and "Authority" with the term "District's Board of Commissioners;" and, (3) replacing the term "Utility

Operations Manager” with the term “District’s President”. The City reserves its legislative right to amend its ordinances and regulations as it deems prudent or necessary.

Unless expressly required by state or federal laws or regulations, or conditions of the City’s WPDES permit, if an amendment to the City’s ordinances would conflict with the terms and conditions of this Agreement the City cannot unilaterally amend its ordinances or administrative rules without first submitting the proposed amendment to the Technical Standards Committee (“TSC”) for its review and recommendation. However, if the City notifies the TSC of an amendment and the TSC does not provide its recommendation within 30 days of the City’s notification, the City may take action without the TSC’s recommendation.

The City agrees that it will not amend its ordinances with the effect of invalidating this Agreement, or unjustly targeting the District. Any amendment to the City’s ordinances are to be made in good-faith with the objective of achieving equitable and comprehensive system-wide regulation.

B. Sanitary District Ordinance Applying City Ordinance

The District must provide by ordinance that the City’s sewer use ordinance as amended from time to time applies within their jurisdictions, including that all customers within their jurisdictions who require pretreatment of sewage are subject to the provisions of the City’s sewer use ordinance relating to pretreatment.

The District shall periodically, and specifically upon request of the City, sample and provide all sampling and test results for all customers within its jurisdiction who are or may be subject to the provisions of the City’s sewer use ordinance relating to pretreatment or as necessary to comply with the District’s or City’s WPDES permit(s). The District shall work with the City to sample and test within their District’s own system as discussed in Article VI of this Agreement, to assure compliance with the pretreatment requirements.

Notwithstanding the above, this paragraph shall not limit the Parties' rights or responsibilities for testing under state and federal law.

C. District's Compliance with State and Federal Regulation.

The District shall comply with all State of Wisconsin and Federal laws, regulations and orders concerning wastewater systems. Specifically, the District shall comply with the State of Wisconsin's General Permit under the WPDES for Satellite Sewage Collection Systems (WI-0047341-06-0 or as may be updated from time to time). The District shall provide the City a copy of the District's Capacity, Management, Operation and Agreement (CMOM) and the most recent Compliance Maintenance Annual Report (CMAR) within 30 days of the effective date of this Agreement, and any updates to the CMOM and CMAR within 30 days after they are completed. The District shall also provide the City with any notices of violation, administrative orders, consent orders, consent decrees or any written enforcement action taken by the WDNR or the EPA within 10 business days of receipt by the District. Notwithstanding the preceding, the submission of a District's CMOM or CMAR does not grant the City any right to unilaterally amend a CMOM or a CMAR. District security plans will be redacted if they are included as part of a District's CMOM or CMAR.

VI. Sampling of and Access to District Wastewater.

A. Sampling of District Wastewater.

The City shall cause periodic sampling and analyses to be conducted, at least annually, of District wastewater. Initial samples will be collected at the connection points. Samples will be collected and analyzed in the same manner that samples are collected and analyzed for the City's industrial user program. Reports generated from the sampling and analysis shall be provided by the City to the District in a timely manner. If a sample shows high strength waste, or any other condition present in violation of Chapter 24 of the City of Oshkosh Municipal Code, the Parties shall work together to have additional testing completed which may be at points other than the connection point. The District shall pay the City for the sampling and analysis at the same cost and rate as the City's industrial user program.

B. Inspection of District's Collection System.

The District shall conduct periodic inspections of its Collection System to ensure that users of the Collection System are in compliance with all applicable regulations and take appropriate action to correct or cause the correction of any deficiencies in the District's Collection System. In addition, the District agrees to allow the City, upon a minimum of 14 calendar days' notice, to inspect the District's Collection System and review any written or electronic records relating to the physical and video inspection of the collection system, and condition assessments of the District's wastewater pump stations. The District agrees to provide access to the District's Collection System and records along with a District employee to facilitate the City's inspection and review.

Inspections of the District's Collection System by the City will focus on ensuring operational efficiency and safeguarding public health. The City will only request inspection when a compelling need is identified, such as abnormal/excessive flow, deleterious material in flow (i.e. gravel), or other evidence of system failure. In those instances, the City will promptly inform the District of the identified issues and work collaboratively with the District to resolve them.

C. Excessive Loads.

The District agrees that it will make reasonable efforts to control the collection of wastewater containing any unusual or unusually concentrated presence of deleterious materials and substances or materials and substances that are now, or may in the future be, regulated under Chapter 24 of the City of Oshkosh Municipal Code, the terms of the WPDES permit for the City's Wastewater System, or EPA regulations. To the extent that such wastes are collected by the District, the District shall either provide pretreatment to remove such materials prior to introduction into the City's Wastewater System or shall pay the City in accordance with Article VII.

D. Inflow and Infiltration.

The District agrees that it will make reasonable efforts consistent with best practices in the wastewater sector to limit Inflow and Infiltration into the District's Collection System and to take action, which is within its authority, to ensure that Inflow and Infiltration will not enter the District's Collection System. To the extent that the District does not limit Inflow and Infiltration

and the District exceeds its Allocated Capacity, the provisions of Article VII shall apply.

VII. Rates and Fees / Billing.

A. Rates and Fees.

The District shall pay to the City wastewater charges as determined by the Common Council, which may include a meter charge, fixed charge, volume charge or such other fees and charges as may be determined by the Common Council. It is the intent of this Agreement that the City shall be fully compensated for the provision of Services to the District. The City shall provide the District with a copy of the analysis at least 30 calendar days prior to consideration by the Common Council to allow the District to review and comment upon the proposed rates.

The rate study will be updated each year by entering the previous year's actual expenses, flows and loadings, and fixed asset values, along with calculating of the rate of return according to the defined formula.

The rate study shall be based on the loading levels of the District Wastewater Concentration, as defined in this Agreement. The rate study shall calculate a rate, per pound, for treatment of BOD5, TSS, P, and NH3-N exceeding the District Wastewater Concentration levels.

If the District exceeds the District Wastewater Concentration at any connection point, the District shall be charged for that additional exceedance per pound. In calculating the exceedance charge, the District shall receive a credit for any payment the City receives directly from any non-domestic sewage customers participating in the pretreatment program as further detailed below.

The City reserves its legislative discretion to modify its own rate structure in the future. Rates will be established through a regular review of the cost of service analysis performed in accordance with industry practices. Generally, rates shall be calculated using a utility-based method with a current Rate of Return. The current rate structure is set forth in Addendum C. New rates shall automatically be included within this Agreement upon approval of the Council and notification to the District.

The District may seek review by the Public Service Commission of Wisconsin ("PSC") under Wis. Stat. § 66.0821(5) for a determination of whether the rates, rules and practices are unreasonable or unjustly discriminatory. The District may only challenge the City's rates, rules and practices before the PSC if the Agreement is silent on such rates, rules and practices.

If at any time the District has a non-domestic sewage customer (a customer who is or may be subject to the provisions of the City's sewer use ordinance relating to pretreatment or as necessary to comply with the District's or City's WPDES permits) within its boundaries, the District agrees that the District shall pay a charge per pound over the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal Code on the wastewater discharged from the non-domestic sewage customer into the District's collection system. The charge shall be the same as the charge assessed to the non-domestic sewage customers within the City.

The charge shall be invoiced to the District directly, unless the District requests the City invoice the non-domestic sewage customer directly. In the event of direct billing to the non-domestic sewage customer, the District shall be responsible for any charges that are unpaid by the non-domestic sewage customer.

Nothing in this provision waives, alters, or otherwise modifies the requirement that the District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code at the Connection Point between the District and the City. In that event, the provisions of Section VII(I) shall apply.

B. Billing and Flow Measurement.

The City shall bill the District for Services based on the quantity of flow entering the City's Collection System at the Connection Point. If there is more than one Connection Point, the quantity of flow shall be the sum of quantity of flows from all Connection Points.

The quantity of flow for the District shall be determined by the City from the following sources, which are listed in the order of priority/use for billing purposes:

1. Wastewater Flow Meters/Integrated Telemetry System

2. Wastewater Flow Meters/Data Loggers
3. Temporary Wastewater Flow Meters
4. Residential Equivalent Connection
5. Water Flow Meters

If it is determined that any meter is inaccurate or inoperable, the City shall estimate the quantity of flow using a method designed to reasonably calculate the flow for the period including but not limited to extrapolation from temporary flow meters, an average of the previous 6-months of flow for which the meter was deemed to accurately measure flow, or average of other similar user's flow. For further information regarding the installation and maintenance requirements of the above meters, see Article VII.C-E.

In the event there is residential wastewater flow entering the City's or a District's Collection System at a Connection Point that is not metered by a wastewater flow meter, that unmetered flow shall be estimated by taking the flow per the Residential Equivalent Connection and multiplying it by the number of unmetered units flowing through the Connection Point. For non-residential flow that is unmetered, the Parties shall meet and agree upon a metering system that shall be installed, including wastewater flow meters or water flow meters, as appropriate.

C. Wastewater Flow Meters/Integrated Telemetry System

In order to provide more effective flow data for future analysis and planning of system improvements, the District agrees to install flow meters integrated with telemetry systems capable of real-time data transmission to the City at all wastewater flow metering sites as defined below.

The District shall maintain, repair and replace the wastewater flow meters and the telemetry systems at all Connection Points where wastewater flow meters are currently installed and shall install wastewater flow meters integrated with telemetry systems at any future proposed Connection Points unless the Parties representatives under Article III-C. agree that installation is impractical, cost prohibitive, or otherwise unnecessary. The City shall review and approve of all proposed wastewater flow meters and telemetry systems.

The District shall be responsible for all costs associated with the wastewater flow meters and telemetry systems, their installation, operation, readings, and maintenance. All existing wastewater flow meters shall have the

integrated telemetry systems installed within two years of the date of this Agreement.

The District shall cause all wastewater flow meters within the District to be calibrated by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City within 90 calendar days of the date of this Agreement, and annually thereafter. A certificate of calibration shall be sent to the City within 14 calendar days of the meter's calibration. Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to written approval by the City's Director of Public Works. The District shall submit specifications for the replacement and/or new meters, along with plans for installation for the Director of Public Work's approval.

In the event a District has or installs a flow meter, but the Parties' representatives under Article III-C. agree that installation of the integrated telemetry system specifically would be impractical, the District may install a Data Logger instead. The City shall provide the District with the specific Data Logger the District shall install and the District shall be responsible for all costs associated with the Data Logger, including its installation, readings, and maintenance.

D. Temporary Wastewater Flow Meters.

Either Party may, during the term of this Agreement, install temporary wastewater flow meters and data loggers within the Collection System to verify flow data or obtain additional information relative to waste characteristics or flow entering a Party's system from the other Party's system. Temporary installations shall generally be installed at or near Connection Points, as necessary to verify or replace equipment that may be malfunctioning, or in connection sampling and analysis under Article VI. above

Unless otherwise agreed in writing by the Parties, whichever Party is initiating the temporary installation shall be responsible for the installation, readings, and maintenance of the temporary installation. Each Party shall cooperate with and upon request, shall provide to the other Party any necessary authorizations and permits for temporary installations within

each Party's respective facilities. The Parties shall promptly share any data or testing results obtained from temporary installations.

E. Non-Residential Water Flow Meters.

In the event a water meter is installed on the water source of a non-residential property in the District that does not pass through a wastewater meter for billing purposes, this section shall apply.

For sewer flow to be billed by a water meter read, the District and the City shall provide water meter readings to the other Party by the close of business on the 10th day of the following month for billing on a monthly or quarterly basis as may be mutually agreed upon between the City and the District. For purposes of this paragraph the City's Finance Director and the District President or their authorized representative are authorized to agree to changes in the timing of billing which agreement shall be reduced to writing and attached to Addendum A to this Agreement.

The District shall be responsible for all costs associated with the water meters, their installation, readings, and maintenance. The City will not install, inspect, test or participate in the installation, reading or maintenance of water meters without a separate agreement to provide payment for such services.

The District shall cause all water meters within the District to be calibrated or tested by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City at least once every 10 years or replaced every 20 years per a schedule approved by the Wisconsin Public Service Commission (WPSC). Further, within 90 days of the date of this Agreement, the District shall ensure that all existing District water meters are compliant with the terms of this agreement.

Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to the requirements and standards of the WPSC. The Districts shall annually submit documentation relating to the calibration and/or replacement of water meters, along with the engineering design plans for the installation of any new infrastructure, which shall be provided within 14 days.

F. Adjustments to Flow for District's Service of City Parcels.

The Parties acknowledge that due to past annexations and other events, the District may currently provide sanitary sewer and/or wastewater treatment service to parcels that are located within the City. Until such time as these parcels are serviced directly by the City as provided in Article III, the District shall continue to provide sanitary sewer service to the City parcels. In the event that flow from City properties is combined with District flow prior to being measured by a wastewater flow meter, the flow attributable to the City properties, as measured by REC for residential properties, or water meter readings or otherwise by separate agreement of the Parties for non-residential properties, shall be deducted from the District's total flow to obtain a billable flow for the District. Each Party agrees to serve all customers in its territory in the same manner. Billing shall be as provided in Article VII or as may be separately agreed by the Parties and incorporated into Addendum D.

G. Time of Billing and Payment of Invoices.

The City shall issue bills quarterly to the District for the Services being provided pursuant to this Agreement. The District shall pay the City directly within 45 days of the date of the invoice. Late payments are subject to the then-existing late payment charges imposed by the City on other wastewater customers. The District shall be responsible to directly invoice its customers for wastewater services, and the District bears the risk of collection from any District customer. Failure of or delay by any District customer to pay the District shall not relieve the District of its obligation to pay City for the Services.

H. Remedies for Exceeding Allocated Capacity

The District, in Addendum B, has been allocated flow capacities. The Parties agree to the following tiered system to progressively enforce compliance with allocated capacity and encourage proactive planning.

1. **80% of Allocated Capacity.** Whenever the District has actually utilized 80% or more of any class of flow capacity allocation under this Agreement, the City shall promptly notify the District in writing. At such time, the District shall have the option of engaging with the City in a joint planning project, at the cost of the District, to determine whether and under what circumstances there is any reasonable possibility that the Wastewater discharged by the District

will exceed the District's flow capacity allocation, and if so what actions can reasonably be taken by the District to eliminate any such reasonable possibility. The principal burden of formulating the plan shall be on the District, but the City shall fully cooperate with and assist in the formulation of the plan. In the event that the District and City agree upon a plan which will eliminate any such reasonable possibility of exceeding the District's allocated flow capacity (e.g. the elimination of excess Infiltration and Inflow, or the construction of an appropriately-sized equalization basin, or construction of an interceptor, or the purchase of additional allocated flow capacity), and the District satisfactorily implements such plan, the City shall waive any restrictions imposed under the following subsections unless and until the metered discharge data subsequently demonstrates that the plan is not working as anticipated or that there are unanticipated problems.

2. **90% of Allocated Capacity.** Whenever the District has actually utilized 90% or more of any class of flow capacity allocation under this Agreement the City shall promptly notify the District in writing. From and after that time, additional Sewer Extensions tributary to the particular facility in which the District has the flow capacity allocation in question shall not be permitted until such time as the District has satisfactorily demonstrated to the City that full use of any proposed Sewer Extension will not exceed the District's allocated flow capacity. Upon reasonable written notice, at any time after the District has discharged Wastewater to the Sewer Service Facilities at a level at or above 90% of such District's allocated flow capacity, the District shall survey or test its Collection Facilities for excess Infiltration and Inflow, and the District shall submit its findings and a plan to address excess flow or any noted deficiencies in the District systems to the City for approval, which shall be granted unless there is a valid engineering rationale otherwise. Upon failure of the District to provide the testing results and a plan to address excess flow, or receive approval of the same from the City, the City may provide notice to the District of the City's intention to survey or test the collection facilities of the District for excess Infiltration and Inflow or other issues and the District shall grant access to the City to complete such review and testing. The District shall pay the City the cost of any such survey or testing within 60 days of written notice of such cost.

3. **95% of Allocated Capacity.** Whenever the District has actually utilized 95% or more of any class of flow capacity allocation under this Agreement (or of any associated flow limitation set out in this Agreement or in any associated exhibit), the City shall promptly notify the discharging the District in writing. From and after that time, no additional Sewer Extensions tributary to the facility in which the District has the flow capacity allocation in question shall be permitted by the City and no additional customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be permitted by the District, until such time as the District has satisfactorily demonstrated to the City that full use of any proposed customer connection or Sewer Extension will not exceed the District's allocated flow capacity, including without limitation consideration of future connections of sewer properties that are currently vacant or underutilized. The City shall expeditiously consider any proposed demonstration by a Party that additional customer connections will not exceed the District's allocated flow capacity allocation.
4. **Exceeding Allocated Capacity.** Whenever the District has actually exceeded flow capacity allocation under this Agreement, the City shall notify the District in writing. From and after that time, no additional Sewer Extensions or customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be allowed under any circumstances until such time as (1) modifications have been made to the District's sewerage system and/or operations, and the results of such modifications have been in effect for a reasonable period of time to demonstrate satisfactorily that any reasonable possibility of exceeding the District's flow capacity allocation in the future has been eliminated, or (2) until such time as the District has acquired sufficient additional allocated flow capacity to accomplish the same result.

Notwithstanding the tiered structure above, in the event a District's exceedance of its allocated flow capacity results in damage to, impairment of, or interference with the City's Wastewater System, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of such exceedance which the City suffers as a result thereof. The City may

charge the District its proportionate share for any fine, penalty, or forfeiture incurred by the City, and may also charge the District for any cost incurred by the City (including, without limitation, for employees, equipment, or materials) as a result of such excessive discharge. For any costs claimed, the City shall provide an itemized invoice to the District and will provide information identifying that flow from the District(s) caused or contributed to said damage and/or penalty. The amounts recoverable by the City, if any, are net of grants, reimbursements or insurance proceeds actually recovered by the City.

The proportion of costs allocated to charges for exceeding flow is the share of costs that could be allocated to any District for damages that occur due to a District or the City exceeding its Allocated Capacity when the damage occurred and contributed to causing the damage. This cost would only apply to a District that was exceeding its Allocated Capacity when the damage occurred. The portion of cost allocated to each Party corresponds to each Party's proportion of the total volume of wastewater flow entering the wastewater facility(ies) sustaining the damage at the time the damage occurred.

I. Charges for Exceeding Pollutant Loadings.

The District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code. If the District's wastewater flow exceeds the pollutant concentration specified in Chapter 24 of the City of Oshkosh Municipal Code, WPDES regulations, or EPA regulations, the District shall be charged the resulting cost increase for the City to provide necessary treatment or other measures to remove the materials or substances or reduce concentrations to prevent damage to the City's Wastewater System and maintain pollutant limits in compliance with the City's WPDES permit. The District acknowledges and agrees that the City may assess against the District the civil penalties as provided in Chapter 24 of the City of Oshkosh's Municipal Code for violation of that chapter where the District's wastewater flow exceeds the stated pollutant concentrations. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation. In addition to these civil penalties, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of the District's wastewater flow which exceeds the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal

Code, including, without limitation, any fines to which the City may be subject as a result for violation of its WPDES permit.

VIII. Records.

Each Party shall keep accurate books, records, and accounts of rate calculations and cases, fees, costs, disbursements, utilities maps, plans and as built drawings, inspections, state reports, and all other matters affecting the substance of this Agreement. Upon reasonable notice, any Party or its agent shall be entitled to examine and inspect the books, records and reports of any other Party for the purpose of verifying charges or credits; verifying inspections and condition of facilities or otherwise exercising or protecting any rights or responsibilities under this Agreement in relation to that Party's utility system; except that access to private third-party utility accounts shall be limited to non-identified information without a showing of necessity by the requesting Party or order of a court of competent jurisdiction.

IX. Audits.

A. Cooperation.

The Parties agree to cooperate in connection with any internal or governmental investigation or administrative, regulatory, or judicial proceeding (or governmental audit, with respect to matters relating to this Agreement). Such cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making employees available to the other Party (or their respective insurers, attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, depositions, and providing declarations or affidavits that provide truthful information in connection with any litigation or audit; (ii) appearing at the request of the other Party to give testimony without requiring service of a subpoena or other legal process; (iii) volunteering 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.

B. Expenses.

The Party requesting cooperation shall reimburse the other Party for reasonable direct expenses incurred in connection with providing documents and records required under this paragraph and may require

such expenses to be documented by receipts or other appropriate documentation. Reasonable direct expenses include costs such as copying, postage and similar costs and witness fees; but do not include wages, salaries, benefits, and other employee compensation.

C. Third-Party Proceedings.

Notwithstanding the above, in the case of a third-party proceeding in which the Parties are both named as defendants the Parties may or may not elect to enter into a mutually acceptable joint defense agreement.

X. Default.

In the event that one Party commits a material breach of its obligations under this agreement, the other Party shall provide written Notice of Default to the Party which is deemed to have committed the material breach. The Notice of Default shall specify the Article(s) and Paragraph(s) of this Agreement that is alleged to have been breached, and an explanation of the breach. Unless emergency conditions exist, the Party receiving the Notice shall have 90 calendar days to cure the breach after receipt of the Notice. If the material breach is not cured within 90 calendar days, the Parties agree that Dispute Resolution under Article XII shall be initiated. If a breach is not capable of being cured within 90 days for causes or reasons beyond the breaching Party's control, the Party may remain in breach for an additional 90 days so long as it has commenced and is taking reasonable actions to cure such breach as promptly as practicable.

XI. Technical Standards Committee.

A. Creation of TSC.

The Parties acknowledge the value of ongoing communications for the purpose of consistently exchanging information about the Wastewater System, the Wastewater Treatment Facility, and the Collection System, as well as the administration of this Agreement (together, the "System"). Therefore, the Parties do hereby establish a committee identified as the Technical Standard Committee ("TSC"). The purpose of the TSC is to facilitate the exchange of information, and (a) to exchange reports and updates regarding the System; (b) to report on System improvements that are anticipated, in progress, or completed; (c) to report on Wisconsin DNR-required facilities plans or Regional Service Area Plan amendments that are anticipated, in progress, or completed; (d) to report on inflow/infiltration

and clearwater issues; (e) to exchange and analyze data from water flow meters/dataloggers, sampling, and other operating sources ; (f) discuss reasonable protocols and access to collection systems for inspection, maintenance, testing or other matters; (g) to preview proposed System rates, fees, and billing budgets and initiatives ; (h) to facilitate dispute resolution before invoking the formal dispute resolution options set forth Article XII and (i) to establish and to maintain procedures and protocols for compliance with this Agreement. The Parties further acknowledge that to accomplish the preceding purposes it will be necessary to freely and consistently exchange information in a spirit of cooperation and transparency.

B. Composition of the TSC.

The TSC will consist of engineering or technical representatives from the City and each District.

C. TSC Meetings.

The TSC will meet as needed, but at least twice per year. The City's Director of Public Works, or his or her designee, will prepare and circulate the meeting agenda based on the items submitted by any Party. Except as required by law, the Parties do not contemplate their sessions to constitute a "meeting" under the Chapter 19 of the Wisconsin Statutes.

XII. Dispute Resolution.

A. Pre-formal Action.

Prior to the initiation of any formal action between the Parties, including but not limited to litigation, the Parties agree to meet and confer with regard to any disputes under this Agreement. This requirement may be initiated by either Party by written request delivered to the other Party as provided in Article XXIII. The Parties shall meet and confer within 30 calendar days of the Party receiving the request from the initiating Party.

B. Mediation/Arbitration.

As a condition precedent to the initiation of litigation the Parties shall engage in formal mediation conducted by a mutually-selected mediator experienced in the topic at issue. The costs of the mediator shall be shared equally. If the Parties are unable to agree on the mediator, the selection shall be made from a panel list submitted by the State of Wisconsin Department of Administration – Municipal Boundary Review by a process of alternate striking from the panel list.

C. Formal Action.

In the event the Parties are unable to resolve their dispute, either Party may file an action with a court of competent jurisdiction.

XIII. Reopeners, Amendments and Extensions of the Agreement

A. Amendments/ Reopening of the Agreement.

The Parties recognize that wastewater collection and treatment are a highly regulated industry and that capacity and legal requirements may change over the term of the Agreement potentially necessitating reopening of the Agreement. During the term of this Agreement, either Party may request that a section of the Agreement be reopened or amended. The Parties agree that if the request relates to the following, the Parties shall meet and confer on the request and that the Agreement shall be amended as may be agreed upon to adequately address the following conditions:

1. Substantial or material changes in the method for calculating rates for wastewater treatment and services
2. A change in law or permit requirements substantially and materially altering operations under the terms of this Agreement which cannot be adequately addressed within the rate model.
3. A substantial and continuing failure of the District to comply with loading, capacity and flow allocations, as set forth in this Agreement.
4. When significant and/or unforeseen events or circumstances arise substantially and materially affecting operations of either the District or City system which cannot be adequately addressed within the rate model.

Upon failure to reach an agreed upon amendment in relation to the above conditions, the Parties agree to engage a mediator to assist in resolution of the necessary amendment.

This Agreement may be otherwise amended by the Parties from time to time to address additional issues not within the above categories. However, except as otherwise provided in this Agreement, no amendment, variation or waiver of any term of this Agreement shall be enforceable by any Party unless it is in writing and signed by both Parties.

B. Extension of the Agreement.

This Agreement shall automatically extend in 5-year increments unless notice of the City's or District's desire to renegotiate the agreement shall be provided in writing to the other Party no later than 1 year prior to the original termination date or 1 year prior to the termination date of the extension.

C. Early Termination.

The District may terminate this Agreement prior to the original termination date or the termination date of any extension with two years prior notice to the City. The City may not terminate this Agreement prior to the original termination date or the termination date of any extension except in the case of material breach/default or failure of dispute resolution, then may only terminate by providing the District two years notice, or as a result of a court order.

D. No Reimbursement.

Upon termination of this Agreement for any reason, any and all fees, charges, and other payments made by the District to the City shall be non-refundable whether made under this Agreement or any other agreement between the Parties relating to the provision of wastewater transmission or treatment services, whether those fees, charges, or other payments were made for capital investment or for operations and maintenance of the City's Wastewater System, or for any other reason related the provision of Services including, but not limited to the cost of permits or plan/document review.

XIV. Whole Agreement.

This Agreement including any written and duly executed amendments thereto contains the entire understanding of the Parties with respect to the subject

matter hereof. There are no restrictions, promises, warranties, covenants, or understandings other than those expressly set forth in this Agreement and Amendments executed as provided in this Agreement. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to the subject matter hereof.

XV. Liability.

The City shall not be responsible or liable to the District for any loss caused by any breakdown or failure of the Collection Systems, Wastewater Treatment Facility or any appurtenant or ancillary assets contemplated by this Agreement.

LIABILITY AND HOLD HARMLESS: Subject to any limitations contained in Secs. 893.80, 893.83, 345.05, and any similar statute, of the Wisconsin Statutes, each party (the indemnifying party) agrees to hold the other party, 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 Indemnifying Party's officers, employees or agents while acting within the scope of their employment.

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.

Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including but not limited to section 345.05, 893.80 and 893.83 of the Wisconsin Statutes 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.

XVI. 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 provision of this agreement.

XVII. Counterparts of Agreement.

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 and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

XVIII. Performance Standard.

This Agreement requires the Parties to act or to refrain from acting on a number of matters. The Parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a Party, the consent or approval shall not be unreasonably withheld, conditioned, or delayed.

In addition, each Party agrees to provide information to assist the other in obtaining the necessary permits from the Wisconsin Department of Natural Resources, or any other governmental authority, for the receipt and provision of wastewater conveyance and treatment service in accordance with this Agreement.

XIX. Not Construed Against Any Party.

This Agreement is the product of negotiation between the Parties hereto and no term, covenant, or provision herein or the failure to include a term, covenant or provision shall be construed against any Party hereto solely on the basis that one Party or the other drafted this Agreement or any term, covenant, or condition contained herein. The captions appearing in this Agreement are inserted solely for convenience but shall never be considered or given any effect in construing this Agreement if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

XX. No Waiver.

Failure of any 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.

XXI. Severability.

If any term, covenant, condition or provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby. The Parties, in good faith, shall meet and confer and will substitute a valid and enforceable provision as similar as possible to the provision at issue. The remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

XXII. Governing Law / Venue.

The laws of the State of Wisconsin shall govern the interpretation, construction and provisions relating to service under this Agreement. Winnebago County shall be the venue for all disputes arising under this Agreement.

All references to statutes, regulations and ordinances shall include any future renumberings, recodifications or amendments upon passage and publication in compliance with law.

XXIII. 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 an officer or 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, (iii) upon transmission if by facsimile or (iv) upon transmission by email. 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
 Department of Public Works
 215 Church Avenue
 Post Office Box 1130
 Oshkosh, WI, 54903-1130
 Attn: Director of Public Works

With a copy to: City of Oshkosh
 City Attorney's Office
 215 Church Avenue
 Post Office Box 1130
 Oshkosh, WI, 54903-1130

Attn: City Attorney

If to the District: Sunset Point Sanitary District
Post Office Box 192
230 E. County Road Y
Oshkosh, WI 54901-1404

With a copy to: Dempsey Law Firm, LLP
10 Forest Avenue, Suite 200
Fond du Lac, WI 54935

XXIV. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the Party for whom they are signing.

IN WITNESS WHEREOF, the designated and authorized representatives of the City of Oshkosh and the District, by virtue of directions of their respective governing bodies, have executed this Agreement on the dates indicated below. This Agreement becomes effective as of the latest date of the signatures below.

[The remainder of this page is blank. Signature pages to follow]

Dated this _____ day of _____, 2025 for the City of Oshkosh, Wisconsin.

CITY OF OSHKOSH, WISCONSIN

Rebecca Grill, City Manager

Cheryl Pionke, Interim City Clerk

Approved

Lynn A. Lorensen, City Attorney

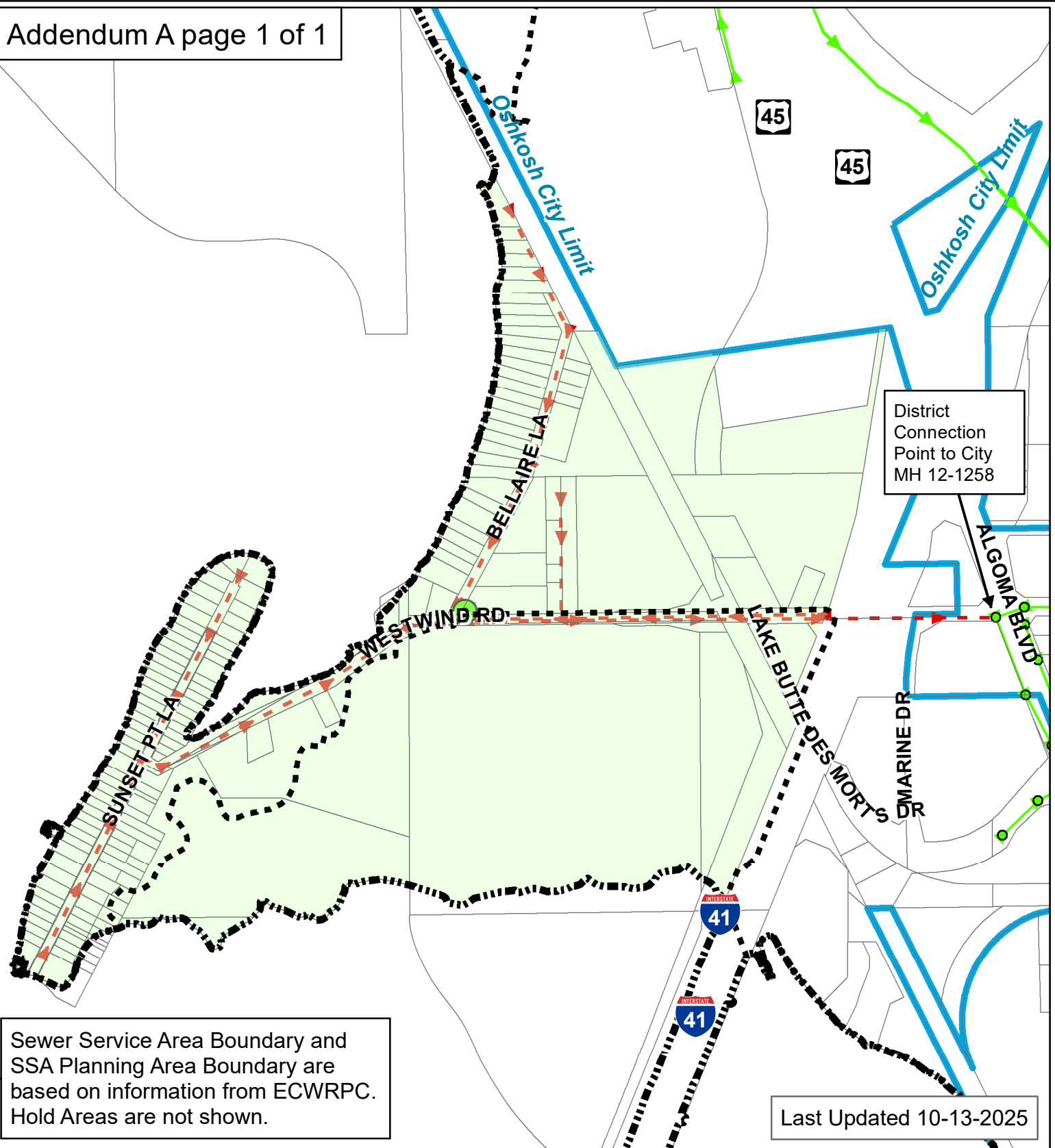
Dated this _____ day of _____, 2025 for the Sunset Point
Sanitary District.

SANITARY DISTRICT

District President

District Secretary

Addendum A – District Boundaries & Connection Points
Addendum B – Contractual Flow and Pollutant Loading
Addendum C – Current Rate Structure
Addendum D – District Specific Terms and Conditions
Addendum E – Purchase of Additional Capacity



Sunset Point Sanitary District

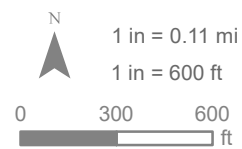
- Sewer Service Area Boundary
- SSA Planning Area Boundary
- Winnebago County Parcels

SDDSCR

- Sunset Point Sanitary District
- Sanitary Lift Stations

- City Sanitary Sewer
- District Sanitary Sewer

- City of Oshkosh Municipal Boundary Line



Printing Date: 10/13/2025

Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer

ADDENDUM B

City of Oshkosh WWTP

Flow Capacity Allocations (in Million Gallons/Day)

		Annual Average Daily Flow (MGD)	Maximum Month Avg Daily Flow (MGD)	Maximum Week Avg Daily Flow (MGD)	Maximum Day Flow (MGD)	Maximum Hour Flow (GAL/HR)
Designated Management Agency	%					
Oshkosh WWTP	100%	20	35	45	80	4,166,667
Sunset Point SD	0.175%	0.035	0.06125	0.07875	0.14	7,292

Note: Flow capacity, particularly at maximum levels, may be limited by the current modelling effort, which may identify sewer capacity issues within the Collection System.

September 18, 2025

SEWER USER RATE STUDY UPDATE:

City of Oshkosh, WI

2025 Sanitary District User Rate Model Calculations



Prepared by:

Ehlers
N19W24400 Riverwood Drive
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Outside User Rate Calculations 2024 Actual WWTP Flows and Loadings



City of Oshkosh, WI

	Flow (CCF)	BOD (Lbs)	TSS (Lbs)	P (Lbs)	NH3-N (Lbs)
Inside Customers					
Residential	900,890	1,798,413	2,248,016	50,580	162,981
Commercial	360,371	719,395	899,244	20,233	65,195
Multi-Family	215,743	430,680	538,350	12,113	39,030
Industrial	134,080	267,659	334,574	7,528	24,257
Municipal & Public	328,668	656,108	820,134	18,453	59,460
Subtotal Inside Customers	1,939,752	3,872,254	4,840,317	108,907	350,923
Outside Customers					
Algoma SD	260,087	405,627	405,627	16,225	40,563
Sunset SD	4,966	7,745	7,745	310	774
Blackwolf SD	66,220	103,275	103,275	4,131	10,328
Island View SD	19,601	30,569	30,569	1,223	3,057
Edgewood Shangri-la SD	2,889	4,506	4,506	180	451
Winnebago SD	2,800	4,367	4,367	175	437
Subtotal Outside Billable	356,563	556,089	556,089	22,244	55,609
High Strength Industrial					
Amcor Health Packaging		1,645	70,640	-	-
Reworld Solutions (FNA Convanta)		25,866	1,380	-	-
Hydrite Chemical Co		-	-	-	21,745
JJ Keller		35	159	-	-
Kingsbury		-	-	-	-
Meritor Industrial Products		272	312	2	31
Oshkosh 333		-	35,067	3,147	2,936
Oshkosh 500 Waukau		2,747	812	103	224
Oshkosh 2737		6,370	5,464	171	1,770
Oshkosh Correctional Inst 1700		49,223	8,367	-	543
Oshkosh Correctional Inst 1730		33,254	5,653	-	367
Pepsi Cola		148,663	5,320	24	-
Winnebago Co. Landfill		-	-	-	10,131
Winnebago Co. Landfill II- Combined Cells		1,083	-	-	22,556
Subtotal High Strength Industrial Billable	-	269,159	133,174	3,447	60,304
Wastehaulers					
Septic Tank Waste	107	6,026	10,044	201	100
Porta Potty Waste	363	10,203	20,406	567	227
Mixed Loads	15,825	88,847	88,847	4,442	12,340
Holding Tank Waste	1,310	4,086	6,538	163	409
Subtotal Wastehaulers	17,606	109,163	125,835	5,374	13,076
Wastewater Treatment Facility					
Total Billable	2,313,921	4,806,665	5,655,415	139,971	479,911
Inflow/Infiltration (I/I)	3,493,461				
Total WWTF	5,807,382				
Total For Rate Calcs	2,313,921	4,806,665	5,655,415	139,971	479,911
Inside City Customers	1,957,358	4,250,576	5,099,326	117,728	424,302
Inside City and Sanitary Districts (Less Sunset SD)	2,308,955	4,798,920	5,647,671	139,661	479,137

Outside User Rate Calculations 2024 Actual Meter Counts

City of Oshkosh, WI



Meter Size	Total Meters					Total
	Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	8,589	216	64	3	7	8,879
3/4"	12,441	1,113	69	18	53	13,694
1"	180	364	195	26	34	799
1 1/4"						
1 1/2"	2	131	146	20	33	332
2"		152	71	32	80	335
3"		41	2	11	39	93
4"		17	8	6	19	50
6"		4	3		5	12
8"		1			1	2
10"					1	1
12"						
	21,212	2,039	558	116	272	24,197

Meter Size	Equiv. Ratio	Equivalent Meters					Total
		Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	1	8,589	216	64	3	7	8,879
3/4"	1	12,441	1,113	69	18	53	13,694
1"	2.5	450	910	488	65	85	1,998
1 1/4"	3.75	-	-	-	-	-	-
1 1/2"	5	10	655	730	100	165	1,660
2"	8	-	1,216	568	256	640	2,680
3"	15	-	615	30	165	585	1,395
4"	25	-	425	200	150	475	1,250
6"	50	-	200	150	-	250	600
8"	80	-	80	-	-	80	160
10"	125	-	-	-	-	125	125
12"	175	-	-	-	-	-	-
		21,490	5,430	2,299	757	2,465	32,441

Outside User Rate Calculations 2024 Final Sewer Utility Expenses

City of Oshkosh, WI



	ACTUAL 2024	Algoma SD	Sunset	Black Wolf	Island View	Edgewood Shangri-La	Winnebago
<u>SANITARY SEWER - 1920</u>							
Labor	81,163						
Retirement Benefits	11,563						
Insurance Benefits	13,733						
Contractual Services	394,627						
Repairs to Motor Vehicles	0						
Maint Mach/Equip/Bldg/Struct	0						
Maintenance of Sanitary Sewers	750,000						
Maint Mach/Equip/Bldg/Struct	0						
Building Rent	550						
Interfund Charge Backs	431,588						
Chemicals	0						
Miscellaneous	46,499						
Legal Fees	0						
Diesel Fuel	0						
Supplies and Repair Parts	0						
Sewer Maintenance Supplies	19,896						
Safety Equipment	0						
Stone/Gravel/Concrete/Asphalt	0						
Depreciation	2,451,684						
TOTAL SANITARY SEWER	4,201,303						
<u>PUMPING STATIONS - 1930</u>							
Labor	77,565			X	X	X	X
Repair Parts	65,652			X	X	X	X
Gas & Oil	1,141			X	X	X	X
Heat				X	X	X	X
Equipment Rental	313			X	X	X	X
Postage				X	X	X	X
Professional Services	22,307			X	X	X	X
License & Permit	0			X	X	X	X
Office Supplies	364			X	X	X	X
Interfund Charge Backs	2,823			X	X	X	X
Telephone	3,478			X	X	X	X
Chemicals	17,115			X	X	X	X
Utility	174,275			X	X	X	X
Sewer				X	X	X	X
Storm Water				X	X	X	X
Supplies and Repair Parts	8,781			X	X	X	X
Power & Light				X	X	X	X
Insurance	8,575			X	X	X	X
Depreciation (Including Forcemains)	480,327			X	X	X	X
TOTAL PUMPING STATIONS	862,716			X	X	X	X

DISPOSAL PLANT - 1940 - Liquid

Labor	984,993	X	X	X	X	X	X
Retirement Benefits	139,425	X	X	X	X	X	X
Insurance Benefits	205,131	X	X	X	X	X	X
Repair Parts	127,973	X	X	X	X	X	X
Office Supplies	4,066	X	X	X	X	X	X
Gas & Oil	5,376	X	X	X	X	X	X
Heat		X	X	X	X	X	X
Chemicals	804,899	X	X	X	X	X	X
Cont Svcs/Eng & Consulting Fees	380,422	X	X	X	X	X	X
Tools	17,454	X	X	X	X	X	X
Other Supplies	29,853	X	X	X	X	X	X
Telephone	1,439	X	X	X	X	X	X
Utilities	714,077	X	X	X	X	X	X
Interfund Chargebacks	0	X	X	X	X	X	X
Power & Light		X	X	X	X	X	X
Car Allowance	400	X	X	X	X	X	X
Conference & Training	7,693	X	X	X	X	X	X
Insurance	95,494	X	X	X	X	X	X
Depreciation (Incl Interceptor depreciation)	1,111,185	X	X	X	X	X	X
Dues	2,602	X	X	X	X	X	X
Minor Equipment	1,208	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	3,217	X	X	X	X	X	X
Fees & Permits	22,518	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL DISPOSAL PLANT	4,659,425	X	X	X	X	X	X

SOLID DISPOSAL - 1941

Labor	227,500	X	X	X	X	X	X
Retirement Benefits	31,932	X	X	X	X	X	X
Insurance Benefits	53,261	X	X	X	X	X	X
Repair Parts	13,777	X	X	X	X	X	X
Gas & Oil	109	X	X	X	X	X	X
Chemicals	113,478	X	X	X	X	X	X
Insurance	20,327	X	X	X	X	X	X
Contractual Services	0	X	X	X	X	X	X
Depreciation		X	X	X	X	X	X
Maintenance	497	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Miscellaneous	190	X	X	X	X	X	X
Special Services	199,991	X	X	X	X	X	X
Uniforms	1,206	X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Supplies	92,843	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL SOLID DISPOSAL	755,111	X	X	X	X	X	X

LABORATORY - 1945

Labor	87,380	X	X	X	X	X	X
Retirement Benefits	12,408	X	X	X	X	X	X
Insurance Benefits	26,346	X	X	X	X	X	X
Repairs	957	X	X	X	X	X	X
Chemicals	10,791	X	X	X	X	X	X
Other Supplies	292	X	X	X	X	X	X
Insurance	7,119	X	X	X	X	X	X
Depreciation	95	X	X	X	X	X	X
Conference & Training		X	X	X	X	X	X
Office Supplies	39	X	X	X	X	X	X
Conference & Prof Training		X	X	X	X	X	X
Tools & Shop Supplies	8,684	X	X	X	X	X	X
Professional Services		X	X	X	X	X	X
TOTAL LABORATORY	154,112	X	X	X	X	X	X
<u>MAINTENANCE - 1946</u>							
Labor	543,155	X	X	X	X	X	X
Retirement Benefits	76,614	X	X	X	X	X	X
Insurance Benefits	133,156	X	X	X	X	X	X
Motor Vehicle Expense		X	X	X	X	X	X
Contractual Services	4,191	X	X	X	X	X	X
Gas & Oil	2,670	X	X	X	X	X	X
Minor Equipment	3,953	X	X	X	X	X	X
Office Supplies	572	X	X	X	X	X	X
Other Supplies	16,536	X	X	X	X	X	X
Repairs/Maint	16,880	X	X	X	X	X	X
Insurance	55,365	X	X	X	X	X	X
Depreciation	182,063	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	2,009	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Interfund Charge Backs	26,394	X	X	X	X	X	X
TOTAL MAINTENANCE	1,063,558	X	X	X	X	X	X

GENERAL & ADMINISTRATIVE - 1950

Labor	472,464
Retirement Benefits	103,185
Insurance Benefits	109,910
Accounting Loss/Debt Refinancing	
Software Supplies	
Minor Equipment	3,498
Office Supplies/Equipment	7,485
Postage	
Computer Charges	39,623
Telephone	35,442
Misc Fixed Charges	
Contractual Services	
Car Allowance	
Maintenance Office Equipment	253
Professional Services	99,613
Advertising/Marketing	
Other Supplies	232
Audit	9,092
Insurance	23,757
Uncollectable Accounts	98
Depreciation	0
Bond Issue Expense	2,269,544
Bond Service Fees	2,500
Bank Fees	
GASB 68 Pension Exp	
Conference & Training	650
Dues	

TOTAL GENERAL & ADMINISTRATIVE 3,177,346

METER READING - 1951

Labor	0
Retirement Benefits	0
Insurance Benefits	0
Meter Repairs	283,890
GASB 68 Pension Exp	(7,080)
Office Supplies	25,574
Car Allowance	0
Insurance	0

TOTAL METER READING 302,384

PRETREATMENT PROGRAM - 1955

Professional Services	66,760
Licenses & Permits	2,078
Maint Computer	405
Conference/Training	198
Safety Equipment	418
Office Supplies	0

TOTAL PRETREATMENT PROGRAM 69,858

15,245,814

Outside User Rate Calculations

Sewer System Accumulated Depreciation and Net Book Value



City of Oshkosh, WI

Capacity Buy-In Color Code		Original Cost 12/31/2024	Accumulated Depreciation 12/31/2024	Net Book Value 12/31/2024
	LAND	301,288		
1721-00000	PUMPING STATION BLDG.	14,039,856	3,704,111	10,335,746
1731-00000	DISPOSAL PLANT STRUCTURE	22,641,068	13,237,563	9,403,505
1734-00000	INTERCEPTING SEWERS	34,859,726	3,928,713	30,931,014
1743-00000	FORCE MAINS	1,825,382	1,167,224	658,158
1725-00000	PUMPING STATION EQUIP.	6,309,169	3,928,167	2,381,002
1735-00000	DISPOSAL PLANT EQUIP.	20,701,817	15,328,644	5,373,173
1732-00000	TREATMENT - EQUIPMENT	269,991	37,210	232,781
1785-00000	MAINTENANCE EQUIP.	162,812	162,812	0
1795-00000	LABORATORY EQUIP.	31,146	31,146	0
1788-00000	MOTOR VEHICLES	2,424,520	1,783,382	641,138
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	87,103,125	21,800,467	65,302,659
1745-00000	SERVICES	11,670,461	486,891	11,183,571
1727-00000	SAN. SEWER TOOLS & MISC. EQUIP	169,734	169,734	0
1738-00000	POWER OPERATED EQUIPMENT	39,176	10,105	29,071
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		213,906,713	77,133,609	136,471,817

Capacity Buy-In Calculation

	Intercepting Sewers	3,928,713
	Pumping & Disposal Plant & Equipment	40,085,432
	Total	44,014,145
	Buy-in per 0.1% Capacity - WWTP	44,014

Additional Buy-in Lift Stations

	Lift-Station Cost	8,799,502
	Buy-in per 0.1% Capacity Allocation	8,800

Buy-in per 0.1% Capacity - WWTP & Lift Stations **52,814**

Outside User Rate Calculations

Recovery of Return on Net Investment Rate Base (ROI)



City of Oshkosh, WI

Depreciation and Rate of Return for Sanitary Districts

2024 Net Asset Value	136,471,817
x ROR	3.90%
Return on Investment	5,319,950
2024 Depreciation Expense (Audit)	4,225,355
Total Return on Investment + Depreciation	9,545,305

Equivalent Rate of Return for City Customers

Debt Service Payments	8,677,550
Debt Coverage	867,755
Total Capital Recovery	9,545,305
Less: Depreciation	4,225,355
Return on Investment	5,319,950
2024 Net Asset Value	136,471,817
Overall Rate of Return	3.90%

Breakdown of ROI Into Collection System and Treatment Plant

Collection System	\$77,156,439
Return on Investment (ROI)%	3.90%
Collection System ROI for Test Year	\$3,007,715
Pumping Stations and Forcemains	\$13,374,905
Return on Investment (ROI)%	3.90%
Pumping Station ROI for Test Year	\$521,381
Treatment Plant and Interceptors (All SD Customers)	\$45,940,473
Return on Investment (ROI)%	3.90%
Treatment Plant and Interceptor ROI for Test Year	\$1,790,853

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	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Operating & Maintenance																	
Sanitary Sewer																	
Labor	80%						10%	10%	\$81,163	\$64,930	\$0	\$0	\$0	\$0	\$0	\$8,116	\$8,116
Retirement Benefits	80%						10%	10%	\$11,563	\$9,250	\$0	\$0	\$0	\$0	\$0	\$1,156	\$1,156
Insurance Benefits	80%						10%	10%	\$13,733	\$10,986	\$0	\$0	\$0	\$0	\$0	\$1,373	\$1,373
Contractual Services	80%						10%	10%	\$394,627	\$315,702	\$0	\$0	\$0	\$0	\$0	\$39,463	\$39,463
Repairs to Motor Vehicles	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance of Sanitary Sewers	80%						10%	10%	\$750,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Maint Mach/Equip/Bldg/Struct	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Rent	80%						10%	10%	\$550	\$440	\$0	\$0	\$0	\$0	\$0	\$55	\$55
Interfund Charge Backs	80%						10%	10%	\$431,588	\$345,270	\$0	\$0	\$0	\$0	\$0	\$43,159	\$43,159
Chemicals	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	80%						10%	10%	\$46,499	\$37,199	\$0	\$0	\$0	\$0	\$0	\$4,650	\$4,650
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%	\$19,896	\$15,917	\$0	\$0	\$0	\$0	\$0	\$1,990	\$1,990
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%	\$1,749,619	\$1,399,695	\$0	\$0	\$0	\$0	\$0	\$174,962	\$174,962
Pumping Stations																	
Labor	90%						5%	5%	\$77,565	\$69,809	\$0	\$0	\$0	\$0	\$0	\$3,878	\$3,878
Repair Parts	90%						5%	5%	\$65,652	\$59,087	\$0	\$0	\$0	\$0	\$0	\$3,283	\$3,283
Gas & Oil	90%						5%	5%	\$1,141	\$1,027	\$0	\$0	\$0	\$0	\$0	\$57	\$57
Heat	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Rental	90%						5%	5%	\$313	\$282	\$0	\$0	\$0	\$0	\$0	\$16	\$16
Postage	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	90%						5%	5%	\$22,307	\$20,076	\$0	\$0	\$0	\$0	\$0	\$1,115	\$1,115
License & Permit	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	90%						5%	5%	\$364	\$328	\$0	\$0	\$0	\$0	\$0	\$18	\$18
Interfund Charge Backs	90%						5%	5%	\$2,823	\$2,541	\$0	\$0	\$0	\$0	\$0	\$141	\$141
Telephone	90%						5%	5%	\$3,478	\$3,130	\$0	\$0	\$0	\$0	\$0	\$174	\$174
Chemicals	90%						5%	5%	\$17,115	\$15,404	\$0	\$0	\$0	\$0	\$0	\$856	\$856
Utility	90%						5%	5%	\$174,275	\$156,848	\$0	\$0	\$0	\$0	\$0	\$8,714	\$8,714
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%	\$8,781	\$7,903	\$0	\$0	\$0	\$0	\$0	\$439	\$439
Power & Light	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	90%						5%	5%	\$8,575	\$7,718	\$0	\$0	\$0	\$0	\$0	\$429	\$429
Subtotal Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$382,389	\$344,150	\$0	\$0	\$0	\$0	\$0	\$19,119	\$19,119
Disposal Plant																	
Labor	33%	25%	22%	22%	5%	5%	5%	5%	\$984,993	\$0	\$325,048	\$246,248	\$216,698	\$49,250	\$49,250	\$49,250	\$49,250
Retirement Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$139,425	\$0	\$46,010	\$34,856	\$30,674	\$6,971	\$6,971	\$6,971	\$6,971
Insurance Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$205,131	\$0	\$67,693	\$51,283	\$45,129	\$10,257	\$10,257	\$10,257	\$10,257
Repair Parts	33%	25%	22%	22%	5%	5%	5%	5%	\$127,973	\$0	\$42,231	\$31,993	\$28,154	\$6,399	\$6,399	\$6,399	\$6,399
Office Supplies	33%	25%	22%	22%	5%	5%	5%	5%	\$4,066	\$0	\$1,342	\$1,017	\$895	\$203	\$203	\$203	\$203
Gas & Oil	33%	25%	22%	22%	5%	5%	5%	5%	\$5,376	\$0	\$1,774	\$1,344	\$1,183	\$269	\$269	\$269	\$269
Heat	33%	25%	22%	22%	5%	5%	5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemicals	57%				43%			0%	\$804,899	\$0	\$458,792	\$0	\$0	\$346,107	\$0	\$0	\$0
Cont Svcs/Eng & Consult Fees	33%	25%	22%	22%	5%	5%	5%	5%	\$380,422	\$0	\$125,539	\$95,106	\$83,693	\$19,021	\$19,021	\$19,021	\$19,021
Tools	32%	30%	26%	26%	7%	5%		0%	\$17,454	\$0	\$5,585	\$5,236	\$4,538	\$1,222	\$873	\$0	\$0
Other Supplies	32%	30%	26%	26%	7%	5%		0%	\$29,853	\$0	\$9,553	\$8,956	\$7,762	\$2,090	\$1,493	\$0	\$0
Telephone	32%	30%	26%	26%	7%	5%		0%	\$1,439	\$0	\$460	\$432	\$374	\$101	\$72	\$0	\$0
Water	32%	30%	26%	26%	7%	5%		0%	\$714,077	\$0	\$228,505	\$214,223	\$185,660	\$49,985	\$35,704	\$0	\$0
Storm Water	32%	30%	26%	26%	7%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Power & Light	33%	34%	21%	21%	5%	7%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Car Allowance	33%	34%	21%	21%	5%	7%		0%	\$400	\$0	\$132	\$136	\$84	\$20	\$28	\$0	\$0
Conference & Training	33%	25%	22%	22%	5%	5%	5%	5%	\$7,693	\$22	\$2,539	\$1,923	\$1,692	\$385	\$385	\$385	\$385
Insurance	33%	25%	22%	22%	5%	5%	5%	5%	\$95,494	\$0	\$31,513	\$23,874	\$21,009	\$4,775	\$4,775	\$4,775	\$4,775
Dues	33%	25%	22%	22%	5%	5%	5%	5%	\$2,602	\$0	\$859	\$651	\$572	\$130	\$130	\$130	\$130

	Allocation Percentages									WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn	
Equipment Rental		32%	30%	26%	7%	5%		0%	\$1,208	\$0	\$387	\$362	\$314	\$85	\$60	\$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%	\$3,217	\$0	\$1,062	\$1,094	\$676	\$161	\$225	\$0	\$0	
Fees & Permits		33%	34%	21%	5%	7%		0%	\$22,518	\$0	\$7,431	\$7,656	\$4,729	\$1,126	\$1,576	\$0	\$0	
Subtotal Disposal Plant	0%	38%	20%	18%	14%	4%	3%	3%	\$3,548,240	\$0	\$1,356,455	\$726,389	\$633,835	\$498,554	\$137,690	\$97,659	\$97,659	
Solid Disposal																		
Labor		43%	25%	22%	5%	5%		0%	\$227,500	\$0	\$97,825	\$56,875	\$50,050	\$11,375	\$11,375	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$31,932	\$0	\$13,731	\$7,983	\$7,025	\$1,597	\$1,597	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$53,261	\$0	\$22,902	\$13,315	\$11,717	\$2,663	\$2,663	\$0	\$0	
Repair Parts		33%	34%	21%	5%	7%		0%	\$13,777	\$0	\$4,546	\$4,684	\$2,893	\$689	\$964	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$109	\$0	\$47	\$27	\$24	\$5	\$5	\$0	\$0	
Chemicals		57%			43%			0%	\$113,478	\$0	\$64,682	\$0	\$0	\$48,796	\$0	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$20,327	\$0	\$8,741	\$5,082	\$4,472	\$1,016	\$1,016	\$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%	\$497	\$0	\$164	\$169	\$104	\$25	\$35	\$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%	\$190	\$0	\$63	\$65	\$40	\$10	\$13	\$0	\$0	
Special Services		43%	25%	22%	5%	5%		0%	\$199,991	\$0	\$85,996	\$49,998	\$43,998	\$10,000	\$10,000	\$0	\$0	
Uniforms		43%	25%	22%	5%	5%		0%	\$1,206	\$0	\$519	\$302	\$265	\$60	\$60	\$0	\$0	
Landfill Fees		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Adjustment to Audit		43%	25%	22%	5%	5%		0%	(\$87,620)	\$0	(\$37,677)	(\$21,905)	(\$19,276)	(\$4,381)	(\$4,381)	\$0	\$0	
Supplies		43%	25%	22%	5%	5%		0%	\$92,843	\$0	\$39,922	\$23,211	\$20,425	\$4,642	\$4,642	\$0	\$0	
Subtotal Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$667,491	\$0	\$301,462	\$139,805	\$121,738	\$76,496	\$27,990	\$0	\$0	
Laboratory																		
Labor		30%	35%	15%	10%	10%		0%	\$87,380	\$0	\$26,214	\$30,583	\$13,107	\$8,738	\$8,738	\$0	\$0	
Retirement Benefits		30%	35%	15%	10%	10%		0%	\$12,408	\$0	\$3,722	\$4,343	\$1,861	\$1,241	\$1,241	\$0	\$0	
Insurance Benefits		30%	35%	15%	10%	10%		0%	\$26,346	\$0	\$7,904	\$9,221	\$3,952	\$2,635	\$2,635	\$0	\$0	
Repairs		30%	35%	15%	10%	10%		0%	\$957	\$0	\$287	\$335	\$144	\$96	\$96	\$0	\$0	
Chemicals		30%	35%	15%	10%	10%		0%	\$10,791	\$0	\$3,237	\$3,777	\$1,619	\$1,079	\$1,079	\$0	\$0	
Other Supplies		30%	35%	15%	10%	10%		0%	\$292	\$0	\$88	\$102	\$44	\$29	\$29	\$0	\$0	
Insurance		30%	35%	15%	10%	10%		0%	\$7,119	\$0	\$2,136	\$2,492	\$1,068	\$712	\$712	\$0	\$0	
Office Supplies		30%	35%	15%	10%	10%		0%	\$39	\$0	\$12	\$14	\$6	\$4	\$4	\$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%	\$8,684	\$0	\$2,605	\$3,039	\$1,303	\$868	\$868	\$0	\$0	
Professional Services		30%	35%	15%	10%	10%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$154,017	\$0	\$46,205	\$53,906	\$23,103	\$15,402	\$15,402	\$0	\$0	
Maintenance																		
Labor		43%	25%	22%	5%	5%		0%	\$543,155	\$0	\$233,557	\$135,789	\$119,494	\$27,158	\$27,158	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$76,614	\$0	\$32,944	\$19,154	\$16,855	\$3,831	\$3,831	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$133,156	\$0	\$57,257	\$33,289	\$29,294	\$6,658	\$6,658	\$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%	\$4,191	\$0	\$1,802	\$1,048	\$922	\$210	\$210	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$2,670	\$0	\$1,148	\$668	\$588	\$134	\$134	\$0	\$0	
Minor Equipment		43%	25%	22%	5%	5%		0%	\$3,953	\$0	\$1,700	\$988	\$870	\$198	\$198	\$0	\$0	
Office Supplies		43%	25%	22%	5%	5%		0%	\$572	\$0	\$246	\$143	\$126	\$29	\$29	\$0	\$0	
Other Supplies		43%	25%	22%	5%	5%		0%	\$16,536	\$0	\$7,110	\$4,134	\$3,638	\$827	\$827	\$0	\$0	
Repairs/Maintenance		43%	25%	22%	5%	5%		0%	\$16,880	\$0	\$7,259	\$4,220	\$3,714	\$844	\$844	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$55,365	\$0	\$23,807	\$13,841	\$12,180	\$2,768	\$2,768	\$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%	\$2,009	\$0	\$864	\$502	\$442	\$100	\$100	\$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%	\$26,394	\$0	\$11,349	\$6,598	\$5,807	\$1,320	\$1,320	\$0	\$0	
Subtotal Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$881,495	\$0	\$379,043	\$220,374	\$193,929	\$44,075	\$44,075	\$0	\$0	
General & Administrative																		
Labor	16%	16%	19%	17%	4%	4%	10%	14%	\$472,464	\$75,594	\$75,594	\$89,768	\$80,319	\$18,899	\$18,899	\$47,246	\$66,145	
Retirement Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$103,185	\$16,510	\$16,510	\$19,605	\$17,541	\$4,127	\$4,127	\$10,319	\$14,446	
Insurance Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$109,910	\$17,586	\$17,586	\$20,883	\$18,685	\$4,396	\$4,396	\$10,991	\$15,387	
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%	\$3,498	\$560	\$560	\$665	\$595	\$140	\$140	\$350	\$490	
Office Supplies/Equipment	16%	16%	19%	17%	4%	4%	10%	14%	\$7,485	\$1,198	\$1,198	\$1,422	\$1,273	\$299	\$299	\$749	\$1,048	
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%	\$39,623	\$6,340	\$6,340	\$7,528	\$6,736	\$1,585	\$1,585	\$3,962	\$5,547	
Telephone	16%	16%	19%	17%	4%	4%	10%	14%	\$35,442	\$5,671	\$5,671	\$6,734	\$6,025	\$1,418	\$1,418	\$3,544	\$4,962	
Misc Fixed Charges	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

	Allocation Percentages									WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn	
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%	\$253	\$40	\$40	\$48	\$43	\$10	\$10	\$25	\$35	
Professional Services	16%	16%	19%	17%	4%	4%	10%	14%	\$99,613	\$15,938	\$15,938	\$18,926	\$16,934	\$3,985	\$3,985	\$9,961	\$13,946	
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%	\$232	\$37	\$37	\$44	\$39	\$9	\$9	\$23	\$32	
Audit	16%	16%	19%	17%	4%	4%	10%	14%	\$9,092	\$1,455	\$1,455	\$1,727	\$1,546	\$364	\$364	\$909	\$1,273	
Insurance	16%	16%	19%	17%	4%	4%	10%	14%	\$23,757	\$3,801	\$3,801	\$4,514	\$4,039	\$950	\$950	\$2,376	\$3,326	
Uncollectable Accounts	16%	16%	19%	17%	4%	4%	10%	14%	\$98	\$16	\$16	\$19	\$17	\$4	\$4	\$10	\$14	
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%	\$650	\$104	\$104	\$123	\$110	\$26	\$26	\$65	\$91	
Dues	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal General & Administrative	16%	16%	19%	17%	4%	4%	10%	14%	\$905,302	\$144,848	\$144,848	\$172,007	\$153,901	\$36,212	\$36,212	\$90,530	\$126,742	
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%	\$283,890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$283,890	
GASB 68 Pension Exp							100%	0%	(\$7,080)	\$0	\$0	\$0	\$0	\$0	\$0	-\$7,080	\$0	
Office Supplies							50%	50%	\$25,574	\$0	\$0	\$0	\$0	\$0	\$0	\$12,787	\$12,787	
Car Allowance								100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Meter Reading							2%	98%	\$302,384	\$0	\$0	\$0	\$0	\$0	\$0	\$5,707	\$296,677	
Pretreatment Program																		
Professional Services		43%	25%	22%	5%	5%		0%	\$66,760	\$0	\$28,707	\$16,690	\$14,687	\$3,338	\$3,338	\$0	\$0	
Licenses & Permits		43%	25%	22%	5%	5%		0%	\$2,078	\$0	\$893	\$519	\$457	\$104	\$104	\$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%	\$405	\$0	\$174	\$101	\$89	\$20	\$20	\$0	\$0	
Conference/Training		43%	25%	22%	5%	5%		0%	\$198	\$0	\$85	\$49	\$44	\$10	\$10	\$0	\$0	
Safety Equipment		43%	25%	22%	5%	5%		0%	\$418	\$0	\$180	\$105	\$92	\$21	\$21	\$0	\$0	
Office Supplies		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Pretreatment Program	0%	43%	25%	22%	5%	5%	0%	0%	\$69,858	\$0	\$30,039	\$17,465	\$15,369	\$3,493	\$3,493	\$0	\$0	
Total O & M	22%	26%	15%	13%	8%	3%	4%	8%	\$8,660,796	\$1,888,694	\$2,258,052	\$1,329,946	\$1,141,875	\$674,232	\$264,861	\$387,977	\$715,160	
Capital Costs																		
Depreciation																		
Sanitary Sewer	80%	0%	0%	0%	0%	0%	10%	10%	\$2,451,684	\$1,961,347	\$0	\$0	\$0	\$0	\$0	\$245,168	\$245,168	
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$480,327	\$432,294	\$0	\$0	\$0	\$0	\$0	\$24,016	\$24,016	
Disposal Plant	0%	45%	21%	18%	11%	4%	0%	0%	\$1,111,185	\$0	\$501,849	\$232,736	\$202,660	\$127,345	\$46,595	\$0	\$0	
Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$95	\$0	\$29	\$33	\$14	\$10	\$10	\$0	\$0	
Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$182,063	\$0	\$78,287	\$45,516	\$40,054	\$9,103	\$9,103	\$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%	2%	98%	\$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%	\$3,007,715	\$2,406,172	\$0	\$0	\$0	\$0	\$0	\$300,772	\$300,772	
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$521,381	\$469,243	\$0	\$0	\$0	\$0	\$0	\$26,069	\$26,069	
Treatment Facility	0%	45%	21%	18%	11%	4%	0%	0%	\$1,790,853	\$0	\$808,810	\$375,092	\$326,619	\$205,236	\$75,096	\$0	\$0	
Total Capital Costs									\$9,545,304	\$5,269,057	\$1,388,975	\$653,377	\$569,347	\$341,694	\$130,804	\$596,025	\$596,025	
Subtotal Revenue Requirements									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185	
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									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185	
Summary																		
Allocation of Costs to Function and Classification for User Rates																		

	Allocation Percentages									WWTF						Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
									2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	TKN	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	70%	2%	2%	2%	0%	0%	10%	13%	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	0%	42%	22%	18%	12%	4%	1%	1%	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total	39%	20%	11%	9%	6%	2%	5%	7%	18,206,100	7,157,751	3,647,027	1,983,322	1,711,222	1,015,926	395,665	984,003	1,311,185

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:	Prior Year Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	City Customers Only	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	All Customers except Sunset	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	All Customers	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total		\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185

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	817,139	24,197	\$33.77
Meter/Connection Charge	1,144,322	32,441	\$35.27

Meter Size	Equiv Ratio	Meter/Connection Charge	Customer Charge	Total Fixed Charge
5/8"	1	\$35.27	\$33.77	\$69.04
3/4"	1	\$35.27	\$33.77	\$69.04
1"	2.5	\$88.19	\$33.77	\$121.96
1 1/4"	3.75	\$132.28	\$33.77	\$166.05
1 1/2"	5	\$176.37	\$33.77	\$210.14
2"	8	\$282.20	\$33.77	\$315.97
3"	15	\$529.12	\$33.77	\$562.89
4"	25	\$881.86	\$33.77	\$915.63
6"	50	\$1,763.72	\$33.77	\$1,797.49
8"	80	\$2,821.96	\$33.77	\$2,855.73
10"	125	\$4,409.31	\$33.77	\$4,443.08
12"	175	\$6,173.03	\$33.77	\$6,206.80

Volumetric Charges

Charge Type	Cost	Billable Units (Cu. Ft or lbs)	Rate/Unit
Flow Charge per 100 CF	\$174,887	1,957,358	\$0.09
Conveyance Charge per 100 CF	\$5,912,063	1,939,752	\$3.05
BOD Charge per lb.	\$189,472	4,250,576	\$0.04
TSS Charge per lb.	\$169,270	5,099,326	\$0.03
P Charge per lb.	\$39,705	117,728	\$0.34
NH3-N Charge per lb.	\$39,705	424,302	\$0.09
BOD Charge per 100 CF			\$0.07
TSS Charge per 100 CF			\$0.05
P Charge per 100 CF			\$0.02
NH3-N Charge per 100 CF			\$0.01
Total Volumetric Rate per 100 Cu. Ft			\$3.29

Pumping Stations User Rate Calculations (City, Blackwolf, Island View, Winnebago, Edgewood SD's)

Fixed Charges (Annual)

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	69,205	24,197	\$2.86
Meter/Connection Charge	69,205	32,441	\$2.13

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$2.13	\$2.86	\$4.99
3/4"	1	\$2.13	\$2.86	\$4.99
1"	2.5	\$5.33	\$2.86	\$8.19
1 1/4"	3.75	\$8.00	\$2.86	\$10.86
1 1/2"	5	\$10.67	\$2.86	\$13.53
2"	8	\$17.07	\$2.86	\$19.93
3"	15	\$32.00	\$2.86	\$34.86
4"	25	\$53.33	\$2.86	\$56.19
6"	50	\$106.66	\$2.86	\$109.52
8"	80	\$170.66	\$2.86	\$173.52
10"	125	\$266.66	\$2.86	\$269.52
12"	175	\$373.32	\$2.86	\$376.19

Volumetric Charges

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Conveyance Charge per 100 CF	\$1,245,687	5,524,723	\$0.23
Total Volumetric Rate per 100 Cu. Ft			\$0.23

Treatment Facility User Rate Calculations (All Customers)

Fixed Charges (Annual)

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	97,659	24,197	\$4.04
Meter/Connection Charge	97,659	32,441	\$3.01

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$3.01	\$4.04	\$7.05
3/4"	1	\$3.01	\$4.04	\$7.05
1"	2.5	\$7.53	\$4.04	\$11.56
1 1/4"	3.75	\$11.29	\$4.04	\$15.32
1 1/2"	5	\$15.05	\$4.04	\$19.09
2"	8	\$24.08	\$4.04	\$28.12
3"	15	\$45.16	\$4.04	\$49.19
4"	25	\$75.26	\$4.04	\$79.30
6"	50	\$150.52	\$4.04	\$154.56
8"	80	\$240.83	\$4.04	\$244.87
10"	125	\$376.30	\$4.04	\$380.34
12"	175	\$526.82	\$4.04	\$530.86

Volumetric Charges (All Customers)

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Flow Charge per 100 CF	\$3,472,139	5,807,382	\$0.60
BOD Charge per lb.	\$1,793,850	4,806,665	\$0.37
TSS Charge per lb.	\$1,541,952	5,655,415	\$0.27
P Charge per lb.	\$976,221	139,971	\$6.97
NH3-N Charge per lb.	\$355,960	479,911	\$0.74
BOD Charge per 100 CF			\$0.58
TSS Charge per 100 CF			\$0.43
P Charge per 100 CF			\$0.44
NH3-N Charge per 100 CF			\$0.12
Total Volumetric Rate per 100 Cu. Ft			\$2.16

Wastehauler Charges

Septic Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$23.46
TSS Charge per 100 Cu. Ft	\$28.62
P Charge per 100 Cu Ft.	\$13.68
NH3-N Charge per 100 Cu. Ft	\$0.78
Total	\$67.23

Holding Tank Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$1.30
TSS Charge per 100 Cu. Ft	\$1.53
P Charge per 100 Cu Ft.	\$0.91
NH3-N Charge per 100 Cu. Ft	\$0.26
Total	\$4.69

Porta Potty Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$11.73
TSS Charge per 100 Cu. Ft	\$17.17
P Charge per 100 Cu Ft.	\$11.40
NH3-N Charge per 100 Cu. Ft	\$0.52
Total	\$41.51

Mixed Load Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$2.35
TSS Charge per 100 Cu. Ft	\$1.72
P Charge per 100 Cu Ft.	\$2.05
NH3-N Charge per 100 Cu. Ft	\$0.65
Total	\$7.45

Rate Summary

	City (Inside)
Fixed charge per connection	\$81.08
Rate per 100 Cu. Ft	\$5.68
BOD rate per lb.	\$0.418
TSS rate per lb.	\$0.306
P rate per lb.	\$7.312
NH3-N Charge per lb.	\$0.835

Outside User Rate Calculations Rate Summary

City of Oshkosh, WI



Monthly Charges - Sunset Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Algoma Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Blackwolf, Winnebago, Island View, Edgewood Sanitary Districts

Volumetric Rate per 100 Cubic Feet	\$2.38
------------------------------------	--------

Summary of Projected Revenues by Sanitary District

	Annual Revenue
Algoma SD	\$560,723.64
Sunset SD	\$10,706.12
Blackwolf SD	\$157,694.93
Island View SD	\$46,677.43
Edgewood Shangri-la SD	\$6,879.81
Winnebago SD	\$6,667.86
Totals	\$789,349.79

ADDENDUM D

This Addendum presents terms that are unique and targeted to the District. These terms are incorporated into and become part of the Agreement.

- 1) The Parties recognize that not all of the properties within the current District Boundaries are within the District's current SSA or DMA. The District may petition for a SSA amendment to include the area south of Westwind Road now or in the future, which may require a matching reduction in SSA area identified within the District. If the District requests an SSA amendment, the Parties agree that they will work together in good faith to evaluate the amendment and present necessary information to ECWRPC and WDNR to allow for future development of this area.

The Sewer Service Area Boundary and SSA Planning Area boundaries shown on Addendum A were created by ECWRPC. The Sanitary Sewer Service Area Planning Boundary identified on Addendum A is the area that the City of Oshkosh Wastewater Treatment Plant is authorized to serve. By entering into this Master Agreement containing the Addendum A map the District is not agreeing that either the "Sewer Service Area Boundary" and "SSA Planning Area Boundary", are appropriate, and is not waiving any rights to challenge either or both of the boundaries as shown on Addendum A.

- 2) The District requested a comparison of their Design Capacity to the Addendum B Flow Capacity Allocation.

C. Include Design Capacity Reference

There are references in the Agreement to "flow capacity" in Addendum B. For clarity, Sunset Point wants express verbiage added to Addendum B clarifying that sewer service will be provided to accommodate the design capacity of their system, which includes the following:

Design Capacity: 125 Laterals, 325 persons.

Current Capacity and Use: 92 Laterals, 160 persons.

Does the flow capacity on Addendum B attached currently accommodate this design?

Using Addendum B and the 100 gal per person per day standard from the REC:

Addendum B allocation = .0350 MGD average annual

$125 \times 3 \times 100 = 37,500 \text{ gal or } .0375 \text{ MGD}$

$325 \times 100 = 32,500 \text{ gal or } .0325 \text{ MGD}$

ADDENDUM E

Purchase of Additional Capacity

The District may request to purchase additional capacity within the WWTP and WWTP collection system. Requests will be reviewed by the City based upon the current and anticipated system capacity at the time of the request.

If the system capacity will support additional capacity from the requesting District, the City may agree and the District will purchase that capacity by taking the amount of accumulated depreciation on all assets that are or will be used by the district, including but not limited to the WWTP, interceptors, force mains and lift stations, and multiplying this amount by the increase in the percentage of capacity in the WWTP and in the lift station or other assets allocated to any District under the new agreement. To the extent that a District may use or benefit from a lift station(s), they will be required to purchase the additional capacity based on the value of the accumulated depreciation on the lift station(s) which would be evaluated at the time of purchase.

The District would pay for depreciation expense and return on investment on the undepreciated balance of WWTP and other assets used by the district through its sewer user charges as provided for in the new agreement.

In no case shall the City be obligated to enlarge or otherwise modify its collection system or the WWTP to provide for additional capacity.

Example Calculation for 0.1 Percent of WWTP Capacity (20,000 gallons per day) with no lift station:

Interceptor Sewers – Accumulated Depreciation	\$ 3,928,713
WWTP – Accumulated Depreciation	\$40,085,432
Total	\$44,014,145
	<u> x 0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 44,014

Additional Buy-in Lift Stations:

Lift-Station Cost	\$8,799,502
	<u> X0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 8,800

Buy-In per 0.1% Capacity Allocation WWTP & Lift Station \$ 52,814



TO: Honorable Mayor and Members of the Common Council
FROM: Lynn Lorensen, City Attorney
DATE: October 28, 2025
SUBJECT: Res 25-546 Approve Sanitary District Agreement with Winnebago Area Sanitary District (October 1, 2025 through December 31, 2045)

BACKGROUND

At its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts. As noted at that time, addendums with individual districts remained outstanding and were required to finalize the agreements. The addendums contain maps and terms that may be specific to each District.

As an incentive to complete the addendum in a timely manner staff offered to apply the new contractual rates to 3rd quarter 2025 billing (the contractual rates are lower than the non-contractual rates that the districts are currently paying), upon final agreement with the largest district, the Algoma Sanitary District No. 1, and approval by the individual districts in time for council consideration at the October 28, 2025 council meeting. The Algoma Sanitary District and Winnebago Area District have both approved the agreement.

ANALYSIS

This resolution will approve the final Sanitary District Agreement with the Winnebago Area Sanitary District. For all districts, the term of the Agreement is through December 31, 2045. In addition, for all districts because of the long term of the agreement and discrepancies found in current mapping the agreements include provisions allowing the maps to be updated over the term of the agreement as service areas are amended. Staff at East Central Wisconsin Regional Planning Commission (ECWRPC) have indicated that they will review maps in the next year and update in accordance with the agreements reached. Changes to those maps will not require council approval to update the maps attached to the agreement as the agreement anticipates updating maps over the course of the agreement in accordance with approved changes.

Terms specific to the Winnebago Area Sanitary District include:

- Because this is a very new District an interim agreement had been drafted to allow for the creation and connection of this system to the new system. That agreement provided that when a Master Sanitary Agreement was approved that the Master Sanitary Agreement would then govern the provision of sanitary sewer services. The addendum acknowledges that the Master Sanitary Agreement will now govern provisions pertaining to sanitary sewer services between the parties.
- There are two mixed use residential/commercial properties in this area that the District believes utilize very little water and wastewater services, upon confirmation of this and for ease of the district for their billing, the city agreed that those properties would be billed consistently with all other residential properties in the district. If the use would change the parties agreed that this would be reviewed and may be changed at that time.

FISCAL IMPACT

Approval of this Agreement will move this sanitary district to billing under the new contractual rates which are less than the current non-contractual rates, but save the City costs related to monitoring service with a customer not under a current agreement and enforcement of city ordinances in the districts which is a requirement included within the contractual provisions for districts. As noted in the September 23, 2025 resolution approving the Master Agreement, the new agreement also allows the city to recoup the costs of providing service to sanitary districts in a consistent and equitable manner that is reflective of the portion of wastewater services and infrastructure used by the districts.

RECOMMENDATION

Staff recommends approval of the proposed Agreement.

Attachments

Res 25-546

Winnnebago Area Agreement

10/28/2025

25-546

RESOLUTION

LAID OVER

4-0

PURPOSE: APPROVE SANITARY DISTRICT AGREEMENT WITH WINNEBAGO AREA SANITARY DISTRICT (OCTOBER 1, 2025 THROUGH DECEMBER 31, 2045)

INITIATED BY: CITY ADMINISTRATION

WHEREAS, at its September 23, 2025 meeting the Common Council approved a new Master Agreement for all sanitary districts; and

WHEREAS, the Master Agreement governs general terms applicable to all districts and each district requires individualized maps and individual terms specific to their district; and

WHEREAS, it is therefore necessary to approve a final agreement with each sanitary district; and

WHEREAS, city staff and district representatives met and agreed to individualized attachments identifying boundaries, connection points and any necessary individualized provisions for each district; and

WHEREAS, the District has approved the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the attached Sanitary District Agreement with Winnebago Area Sanitary District for the provision of sanitary sewer and wastewater treatment service for the period from October 1, 2025 through December 31, 2045 is hereby approved and that 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.

BE IT FURTHER RESOLVED that the proper city officials are hereby authorized and directed to apply contractual rates as provided for within this Agreement for services, including during the 3rd quarter of 2025, to be billed after the execution of this Agreement.

City of Oshkosh and Winnebago Area Sanitary District Agreement

This Oshkosh Sanitary Districts Master Agreement (“Agreement”) is made between the City of Oshkosh, a Wisconsin Municipality with its principal offices located at 215 Church Avenue, Oshkosh, Winnebago County, Wisconsin 54902-1130 (“City”) and the Winnebago Area Sanitary District, a body politic organized and existing pursuant to Chapter 60, Subchapter IX Town Sanitary Districts, §60.70 et. seq. Wis. Stats., with its principal offices located at 230 E. County Road Y, Oshkosh, Winnebago County, Wisconsin 54901 (“the District”).

Whereas, City and the District (collectively referred to herein as “the Parties”) have previously entered into agreements for the provision of sanitary sewer and wastewater treatment service (“Services”) by the City to the District; and

Whereas, the Parties wish to enter into an updated master agreement with common provisions applicable to all districts served by the City of Oshkosh;

Whereas, specific provisions applicable to each individual district shall be incorporated in addendums to each master agreement, with the terms of the master agreement remaining uniform between the districts; and

Whereas, the City is not obligated to provide extraterritorial service to the District except through a specific agreement for such services; and

Whereas, the City and the District entered into previous agreements for the transportation and treatment of the District wastewater and recognize that the District is currently dependent upon the City for service; and

Whereas, the City and District each desire to enter into this Agreement to continue their long-term relationship; and

Whereas, in return for the City providing the Services, the District agrees that the District will not promote competition for development or for movement or expansion of existing commercial and industrial concerns located in the City that would be in violation of an existing or amended Cooperative Plan/Agreement between the City and a respective Town and/or Sanitary District; and

Whereas, the Parties intend the foregoing provisions are contractual in nature and not to be construed as mere recitals to this Agreement.

Now, therefore, the Parties by their duly authorized representatives, agree as follows:

I. Term of Agreement.

This Agreement shall commence for the billing period beginning October 1, 2025, or alternatively for the next quarterly billing period following the latest date set forth in the signature blocks below, and shall continue through December 31, 2045, and shall continue thereafter, subject to the provisions of Article XIII.

II. Acronyms and Definitions.

A. Allocated Capacity. The flow capacity allocated to the District in Addendum B.

Classes of Flow Capacity: Maximum Hour Flow – the greatest total volume of wastewater during any consecutive 60-minute period expressed in terms of gallons per hour.

Maximum Day Flow – the greatest total volume of wastewater during any consecutive 24-hour period expressed in terms of millions of gallons per day.

Maximum Week Flow – the greatest total volume of wastewater during any consecutive 7-day period expressed in terms of millions of gallons per day.

Maximum Month Flow – the greatest total volume of wastewater during any consecutive 30-day period expressed in terms of millions of gallons per day.

Annual Average Daily Flow – the total volume of wastewater over one calendar year divided by 365 expressed in terms of millions of gallons per day.

B. CMAR. Compliance Maintenance Annual Report that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.

- C. **CMOM.** Capacity, Management, Operation and Maintenance program that is required by the WPDES General Permit for City and Satellite Sewage Collection Systems.
- D. **Connection Point.** The point at which the District's Collection System discharges to the City's Collection System.
- E. **Collection System.** The individual and combination of infrastructure assets constructed, installed and used for the transmission of sanitary wastewater. These assets include, but are not limited to gravity pipes, manholes, force mains, valves, pump/lift stations with all their components, and associated ancillary assets required to monitor, control and evaluate flow.
- F. **Data Logger.** An electronic device that automatically monitors and records environmental parameters over time, allowing conditions to be measured, documented, analyzed, and validated.
- G. **Designated Management Agency.** An entity designated in an areawide water quality management plan having responsibility for implementing specific plan recommendations ("DMA") reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- H. **District Wastewater Concentration.** For purposes of calculating wastewater charges, the following definitions shall apply: Wastewater having organic concentrations of Biochemical Oxygen Demand (BOD5) with an annual average of 250 milligrams per liter (mg/L), Total Suspended Solids (TSS) with an annual average of 250 milligrams per liter (mg/L), Phosphorous (P) with an annual average of 10 milligrams per liter (mg/L), and Ammonia-Nitrogen (NH3-N) with an annual average of 25 milligrams per liter (mg/L).
- I. **EPA.** United States Environmental Protection Agency.
- J. **Infiltration.** Water that enters a Wastewater System from the ground, including, but not limited to, such sources as defective pipes, pipe joints, connections, or manholes.

- K. Inflow.** Water that enters a Wastewater System through inappropriate connections including, but not limited to, sump pumps, roof leaders, cellar drains, and yard drains.
- L. Rate of Return.** The formula for calculating the Rate of Return is the total annual principal and interest payments for the City's sewer utility debt in the test year plus an additional 10% of the annual principal and interest payments less the City's annual depreciation expense for the City's Wastewater System. The dollar amount is then divided by the net book value of the City's Wastewater System to arrive at a percentage Rate of Return calculation.
- M. Residential Equivalent Connection.** The Residential Equivalent Connection or "REC" is the formula for calculating the annual discharge of an unmetered domestic residential unit. A Residential Equivalent Connection or "REC" shall be defined as 100 gallons per person per day of average daily flow with Category A domestic strength wastewater concentrations as defined in the City of Oshkosh Municipal Code, Ch. 24. A residential unit shall be defined as 3 people per unit.
- N. Sewer Service Area.** The area presently served or anticipated to be served by a sewage collection system ("SSA") as reviewed and recommended by East Central Wisconsin Regional Planning Commission ("ECWRPC") and approved by the Wisconsin Department of Natural Resources ("WDNR").
- O. Technical Standards Committee.** A committee made up of representatives from the City and the Districts created to discuss matters of a technical nature as described in Article XI.
- P. Wastewater System.** The combination of physical, chemical and biological components used to collect, pump, analyze, measure and treat raw wastewater and dispose of treated wastewater and biosolids in accordance with Federal and State laws, regulations and permit requirements. The Wastewater System includes, but is not limited to, the Collection System and the Wastewater Treatment Facility.
- Q. Wastewater Treatment Facility.** A plant in which a combination of physical, chemical and biological processes are used to treat wastewater

and remove pollutants. The Wastewater Treatment Facility for the City is currently located at 233 N. Campbell Road, Oshkosh, WI.

R. WDNR. Wisconsin Department of Natural Resources.

S. WPDES. Wisconsin Pollution Discharge Elimination System.

III. District Boundaries and Service Area.

A. Establishment of Boundaries.

The boundaries of the District are established in Addendum A, which is incorporated into this Agreement and made a part hereof ("District Boundaries").

These boundaries will be modified by Amendment to reflect Sewer Service Area ("SSA") amendments and Designated Management Agency ("DMA") amendments approved by the Wisconsin Department of Natural Resources ("WDNR") which are within the boundaries of the District or the defined protected town areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The City agrees not to unreasonably withhold, delay, or condition its approval of boundary modifications within the District, or defined protected town areas as defined in a Cooperative Plan, which include development anticipated to occur within the Allocated Capacity of the District as defined within Addendum B to this Agreement. City disapproval under this paragraph will be based upon a reasonable determination of the lack of sufficient contracted capacity for flow, load, or strength, the lack of sufficient downstream capacity in the City's Collection System, or other substantial engineering consideration related to a District's proposed construction or extension.

The boundaries will be similarly amended for annexation and attachment of City service areas under Sections E and F below to reflect sewer service amendments approved by the WDNR which are within the boundaries of the City or the defined City growth areas set forth in existing or amended Cooperative Plans/Agreements between the City and a respective Town and/or Sanitary District. The District agrees not to unreasonably withhold,

delay, or condition its approval of boundary modifications within the City or City growth areas as defined in a Cooperative Plan.

B. Service Outside of the District Boundary.

The City shall provide Services to the District only within the District Boundaries authorized by this Agreement.

Except as provided in paragraph A, the City has no obligation to provide Services to any properties not currently located within the District Boundaries and all rights are reserved by the City to decline to provide Services to any properties outside of the District Boundaries as established in Addendum A regardless of any proposed or future changes to the boundaries of the District.

C. Connection Point(s).

The Connection Point(s) between the District's Collection System and the City's Collection System are established in Addendum A. Changes in the Connection Point(s) required for any reason, may be agreed upon by the representatives for the Parties by written Memorandum of Understanding and new Addendums may be attached to the Agreement indicating the changes in Connection Points and date of change. In the case of the City the representative shall be the Director of Public Works, and in the case of the District the representative shall be the District President. A change in the Connection Point(s) shall not require formal amendment of the Agreement between the Parties.

D. District Mapping and Connections within the District.

The District shall provide to the City maps of current District facilities and connections within the District which shall be updated annually to include any changes to the location of facilities or connections and any additional connections to the system. The maps shall clearly depict how each property is metered.

The District may permit additional connections to the District's Collection System, subject to Section VII(H), provided that such connections are within the District and SSA/DMA boundaries and that the District does not exceed its Allocated Capacity described in Addendum B, which is incorporated into this Agreement and made a part hereof. The District shall

submit to the City's Public Works Director annually, during the month of December, a report showing the total current number of connections to the District's Collection System. The report shall contain the addresses of the premises served by those connections, the type of land use associated with each connection to the District's Collection System, and clearly indicate any new connections made to the District's Collection System occurring during the previous calendar year.

E. Currently Existing Atypical Sewer System Connections.

The Parties acknowledge that there are various atypical sewer connections within both the City and various districts at the time of entry into this Agreement. The Parties agree that the currently existing atypical sewer connections, shall generally be treated as follows:

1. The Parties agree that those properties that are located within the District but discharge sewage to the City's Collection System at a point other than a metered Connection Point may continue to discharge sewage directly to the City's Collection System, provided that the District timely complies with the requirements of Article VII pertaining to Flow Measurement.
2. Those City properties that have been annexed or attached to the City but are still connected to the District's Collection System shall continue to remain connected to the District's Collection System, except as these areas may be brought into the City as provided in Paragraph F below or as may be otherwise agreed upon by the Parties. For example, in the case of parcels located within the City currently served by the Town of Algoma Sanitary District No. 1, service by the City may begin immediately upon execution of this Agreement for certain of these parcels, while City service to certain other parcels will occur no earlier than 20 years following execution of this Agreement.
3. The quantity of flow from a user connection shall be determined in accordance with Article VII of this Agreement pertaining to Flow Measurement.

F. Annexations/Attachments/Detachments.

In accordance with Section 60.79 of the Wisconsin Statutes, the annexation of any parcel within the District detaches the parcel from the District. If at any point an annexation or attachment causes a portion of the District's Collection System to be bordered by City properties on each side, then the City may acquire the infrastructure assets of the District's Collection System located within the annexed area as follows:

1. If the sanitary flow through the annexed area connects directly to the City's Collection System without passing through any other portion of the District's Collection System and without passing through a District meter, then the City shall acquire all the assets of the District's Collection System located within the annexed area, including but not limited to pipes, pumps, valves, and manholes.
2. If the sanitary flow through the annexed area cannot connect directly to the City's Collection System without passing through any other portions of the District's Collection System or without passing through a District meter, then the District shall continue to own and maintain the infrastructure assets located in the annexed area until the District meter is relocated and/or the Collection System is able to directly connect to City facilities under paragraph 1 above.
3. If the sanitary flow can connect directly to the City's Collection System or if a majority of the patrons already receiving sewer service within a definable area are City patrons, the City may take over ownership and maintenance responsibilities for the portion of the system within the defined area. At that time, the City shall acquire and maintain all infrastructure assets of the District's Collection System located within the defined area including, but not limited to, pipes, pumps, valves, and manholes.

When the City acquires a portion or all of the District's Collection System, the following shall apply regarding the infrastructure assets formerly owned by the District:

1. If the assets were financed by a private developer or in any other manner without direct cost to the District, the acquired assets shall be transferred to the City without cost to the City.

2. If the assets were a utility financed purchase by District through the issuance of bonds or other debt and said indebtedness remains unpaid, the City shall pay to the District the proportionate share of any remaining indebtedness that is attributable to the purchase of the assets. The City's payment shall be made either in one sum, or in annual installments of the amount necessary to pay the proportionate share of the principal and interest when due. The District shall apply the moneys received from the City strictly to the payment of the principal and interest due.
3. If the assets were purchased by the District without incurring debt, then the City shall pay to the District the depreciated value, if any, of the assets as identified in the accounts of the District or as reasonably calculated in relation to the anticipated remaining useful life of the assets.
4. The Parties recognize that while the above parameters will generally provide a reasonable means to calculate the value of assets, that there may be circumstances in individual cases that require adjustment to these calculations and the Parties agree to work together in good faith in such cases to reasonably calculate the value of the assets to be acquired. In the case of a dispute, the Parties agree that they may seek the assistance of an independent outside person to assist with the valuation of the assets or mediator. If the Parties are unable to reach agreement, the City may take over the assets and either Party may petition the Wisconsin Public Service Commission to seek resolution of the matter in relation to compensation.

Should a detachment occur, the same process and analysis shall apply to allow the District to acquire the infrastructure assets of the City's Collection System located within the detached area.

The Parties agree that they will execute any documents reasonably necessary to facilitate the above transactions including easements, bills of sale, deeds, release of easements, or similar documents.

G. Parties' Assets.

Notwithstanding anything to the contrary, the City continues to solely own, operate, maintain and replace its Collection System and Wastewater Treatment Facility, and shall solely bear the cost of any repair or replacement for its Collection System and Wastewater Treatment Facility. The District continues to solely own, operate, maintain and replace its Collection System, and shall solely bear any cost of repair or replacement for its Collection System and any related facilities.

H. District Specific Terms.

This Agreement is a standard master agreement between the City and each of the sanitary districts it serves. The Agreement establishes foundational terms and conditions that are applicable to all districts. The District may have unique requirements and circumstances regarding service area, asset ownership, or transfer, and as a result, Addendum D is hereby incorporated into this Agreement to delineate District specific terms and conditions.

IV. Services to be Provided.

A. Wastewater Transportation.

The City shall receive wastewater generated within the District Boundaries at Connection Points as provided for in Addendum A. The City shall be responsible for the transportation of the wastewater from the Connection Point(s) through the City's Collection System to the City's Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System. The District shall be responsible for the transportation of the wastewater through the District's Collection System to the Connection Point(s) and shall be responsible for obtaining all permits necessary for operation, maintenance and replacement of its Collection System.

B. Wastewater Treatment.

The City shall provide treatment of the wastewater from the District at the City's Wastewater Treatment Facility. The City shall own, operate and maintain the Wastewater Treatment Facility and shall be responsible for obtaining all permits necessary for operation of the Facility and complying with all reporting requirements for the Facility.

C. Capacity Allocation.

The City shall allocate capacity in its Collection System and its Wastewater Treatment Facility as provided for in Addendum B, which is incorporated into this Agreement and made a part hereof. Each District may also request to purchase additional capacity according to the formula provided in Addendum E. City approval under this paragraph shall not be unreasonably withheld, conditioned, or delayed.

The District acknowledges that the capacity allocated to it in Addendum B is calculated as determined as a percentage of the total treatment capacity of the Wastewater Treatment Facility. If, for any reason, there are changes to the total treatment capacity of the Wastewater Treatment Facility, including a change in state or federal regulatory requirements, the District's capacity in Addendum B shall be adjusted accordingly. Specifically, the District shall maintain their percentage allocation, but the District's percentage allocation shall now be applied to the new adjusted total treatment capacity of the Wastewater Treatment Facility.

Both Parties agree that if any changes occur to the total treatment capacity of the Wastewater Treatment Facility, the City shall provide the District with notice of the revised capacity which shall be determined either by the limits stated in the City's current WPDES permit or through an engineering study, submitted to and approved by the WDNR if required.

The District acknowledges that although its overall capacity is a percentage of the total treatment capacity of the Wastewater Treatment Facility, the District's capacity may be further constrained at specific Connection Points due to the limitations of the Collection System (including the size of the existing pipes and infrastructure).

V. District's Compliance with Wastewater Regulations.

A. District's Compliance with City's Wastewater Service Regulations.

1. Waste Characteristics.

Characteristics of waste delivered to the City's Collection System at each connection point must meet the requirements of Chapter 24 of the City of Oshkosh Municipal Code.

District wastewater strength may be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed annually by a third-party laboratory. The District shall be responsible for paying for the annual testing.

Alternatively, at the option of either Party, the District wastewater strength may also be calculated by taking an annual rolling average, which will be calculated based on 7 days of consecutive 24-hour flow proportional composite sampling performed quarterly by a third-party laboratory. Results of the testing will be aggregated with the data collected quarterly over the past twelve months, to calculate an annual average. This annual average will be used to determine District wastewater strength in relation to the definition of Category A set forth in this Agreement. In the event a District desires to use an annual rolling average to calculate wastewater strength, the District shall be responsible for paying for the quarterly testing. In the event the City desires to use an annual rolling average to calculate wastewater strength, the District and City shall equally be responsible for paying for the quarterly testing.

2. Applicability of City Ordinance and Administrative Rules

The City's provision of Services is subject to the District's compliance with and enforcement of all applicable City ordinances and administrative rules pertaining to protection of the City's Wastewater System and the prevention of cross connections with any other utility systems. All discharges from the District's Collection System into the City's Wastewater System shall be subject to Chapter 24 of the City of Oshkosh Municipal Code and the District's Board of Commissioners shall adopt and enforce regulations regarding the use of the District's Collection System that includes the same language as Sections 24-4, 24-5, 24-6, 24-6.1 through 24-6.4, 24-6.6 and 24-6.7 of the City of Oshkosh Municipal Code, except (1) replacing the word "City" or words "City of Oshkosh" with the name of the Sanitary District, except in the case where the sentence refers to the City's Wastewater Treatment Plant (Facility) or the City's Industrial Wastewater Discharge Handbook; (2) replacing the terms "Control Authority" and "Authority" with the term "District's Board of Commissioners;" and, (3) replacing the term "Utility

Operations Manager” with the term “District’s President”. The City reserves its legislative right to amend its ordinances and regulations as it deems prudent or necessary.

Unless expressly required by state or federal laws or regulations, or conditions of the City’s WPDES permit, if an amendment to the City’s ordinances would conflict with the terms and conditions of this Agreement the City cannot unilaterally amend its ordinances or administrative rules without first submitting the proposed amendment to the Technical Standards Committee (“TSC”) for its review and recommendation. However, if the City notifies the TSC of an amendment and the TSC does not provide its recommendation within 30 days of the City’s notification, the City may take action without the TSC’s recommendation.

The City agrees that it will not amend its ordinances with the effect of invalidating this Agreement, or unjustly targeting the District. Any amendment to the City’s ordinances are to be made in good-faith with the objective of achieving equitable and comprehensive system-wide regulation.

B. Sanitary District Ordinance Applying City Ordinance

The District must provide by ordinance that the City’s sewer use ordinance as amended from time to time applies within their jurisdictions, including that all customers within their jurisdictions who require pretreatment of sewage are subject to the provisions of the City’s sewer use ordinance relating to pretreatment.

The District shall periodically, and specifically upon request of the City, sample and provide all sampling and test results for all customers within its jurisdiction who are or may be subject to the provisions of the City’s sewer use ordinance relating to pretreatment or as necessary to comply with the District’s or City’s WPDES permit(s). The District shall work with the City to sample and test within their District’s own system as discussed in Article VI of this Agreement, to assure compliance with the pretreatment requirements.

Notwithstanding the above, this paragraph shall not limit the Parties' rights or responsibilities for testing under state and federal law.

C. District's Compliance with State and Federal Regulation.

The District shall comply with all State of Wisconsin and Federal laws, regulations and orders concerning wastewater systems. Specifically, the District shall comply with the State of Wisconsin's General Permit under the WPDES for Satellite Sewage Collection Systems (WI-0047341-06-0 or as may be updated from time to time). The District shall provide the City a copy of the District's Capacity, Management, Operation and Agreement (CMOM) and the most recent Compliance Maintenance Annual Report (CMAR) within 30 days of the effective date of this Agreement, and any updates to the CMOM and CMAR within 30 days after they are completed. The District shall also provide the City with any notices of violation, administrative orders, consent orders, consent decrees or any written enforcement action taken by the WDNR or the EPA within 10 business days of receipt by the District. Notwithstanding the preceding, the submission of a District's CMOM or CMAR does not grant the City any right to unilaterally amend a CMOM or a CMAR. District security plans will be redacted if they are included as part of a District's CMOM or CMAR.

VI. Sampling of and Access to District Wastewater.

A. Sampling of District Wastewater.

The City shall cause periodic sampling and analyses to be conducted, at least annually, of District wastewater. Initial samples will be collected at the connection points. Samples will be collected and analyzed in the same manner that samples are collected and analyzed for the City's industrial user program. Reports generated from the sampling and analysis shall be provided by the City to the District in a timely manner. If a sample shows high strength waste, or any other condition present in violation of Chapter 24 of the City of Oshkosh Municipal Code, the Parties shall work together to have additional testing completed which may be at points other than the connection point. The District shall pay the City for the sampling and analysis at the same cost and rate as the City's industrial user program.

B. Inspection of District's Collection System.

The District shall conduct periodic inspections of its Collection System to ensure that users of the Collection System are in compliance with all applicable regulations and take appropriate action to correct or cause the correction of any deficiencies in the District's Collection System. In addition, the District agrees to allow the City, upon a minimum of 14 calendar days' notice, to inspect the District's Collection System and review any written or electronic records relating to the physical and video inspection of the collection system, and condition assessments of the District's wastewater pump stations. The District agrees to provide access to the District's Collection System and records along with a District employee to facilitate the City's inspection and review.

Inspections of the District's Collection System by the City will focus on ensuring operational efficiency and safeguarding public health. The City will only request inspection when a compelling need is identified, such as abnormal/excessive flow, deleterious material in flow (i.e. gravel), or other evidence of system failure. In those instances, the City will promptly inform the District of the identified issues and work collaboratively with the District to resolve them.

C. Excessive Loads.

The District agrees that it will make reasonable efforts to control the collection of wastewater containing any unusual or unusually concentrated presence of deleterious materials and substances or materials and substances that are now, or may in the future be, regulated under Chapter 24 of the City of Oshkosh Municipal Code, the terms of the WPDES permit for the City's Wastewater System, or EPA regulations. To the extent that such wastes are collected by the District, the District shall either provide pretreatment to remove such materials prior to introduction into the City's Wastewater System or shall pay the City in accordance with Article VII.

D. Inflow and Infiltration.

The District agrees that it will make reasonable efforts consistent with best practices in the wastewater sector to limit Inflow and Infiltration into the District's Collection System and to take action, which is within its authority, to ensure that Inflow and Infiltration will not enter the District's Collection System. To the extent that the District does not limit Inflow and Infiltration

and the District exceeds its Allocated Capacity, the provisions of Article VII shall apply.

VII. Rates and Fees / Billing.

A. Rates and Fees.

The District shall pay to the City wastewater charges as determined by the Common Council, which may include a meter charge, fixed charge, volume charge or such other fees and charges as may be determined by the Common Council. It is the intent of this Agreement that the City shall be fully compensated for the provision of Services to the District. The City shall provide the District with a copy of the analysis at least 30 calendar days prior to consideration by the Common Council to allow the District to review and comment upon the proposed rates.

The rate study will be updated each year by entering the previous year's actual expenses, flows and loadings, and fixed asset values, along with calculating of the rate of return according to the defined formula.

The rate study shall be based on the loading levels of the District Wastewater Concentration, as defined in this Agreement. The rate study shall calculate a rate, per pound, for treatment of BOD5, TSS, P, and NH3-N exceeding the District Wastewater Concentration levels.

If the District exceeds the District Wastewater Concentration at any connection point, the District shall be charged for that additional exceedance per pound. In calculating the exceedance charge, the District shall receive a credit for any payment the City receives directly from any non-domestic sewage customers participating in the pretreatment program as further detailed below.

The City reserves its legislative discretion to modify its own rate structure in the future. Rates will be established through a regular review of the cost of service analysis performed in accordance with industry practices. Generally, rates shall be calculated using a utility-based method with a current Rate of Return. The current rate structure is set forth in Addendum C. New rates shall automatically be included within this Agreement upon approval of the Council and notification to the District.

The District may seek review by the Public Service Commission of Wisconsin ("PSC") under Wis. Stat. § 66.0821(5) for a determination of whether the rates, rules and practices are unreasonable or unjustly discriminatory. The District may only challenge the City's rates, rules and practices before the PSC if the Agreement is silent on such rates, rules and practices.

If at any time the District has a non-domestic sewage customer (a customer who is or may be subject to the provisions of the City's sewer use ordinance relating to pretreatment or as necessary to comply with the District's or City's WPDES permits) within its boundaries, the District agrees that the District shall pay a charge per pound over the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal Code on the wastewater discharged from the non-domestic sewage customer into the District's collection system. The charge shall be the same as the charge assessed to the non-domestic sewage customers within the City.

The charge shall be invoiced to the District directly, unless the District requests the City invoice the non-domestic sewage customer directly. In the event of direct billing to the non-domestic sewage customer, the District shall be responsible for any charges that are unpaid by the non-domestic sewage customer.

Nothing in this provision waives, alters, or otherwise modifies the requirement that the District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code at the Connection Point between the District and the City. In that event, the provisions of Section VII(I) shall apply.

B. Billing and Flow Measurement.

The City shall bill the District for Services based on the quantity of flow entering the City's Collection System at the Connection Point. If there is more than one Connection Point, the quantity of flow shall be the sum of quantity of flows from all Connection Points.

The quantity of flow for the District shall be determined by the City from the following sources, which are listed in the order of priority/use for billing purposes:

1. Wastewater Flow Meters/Integrated Telemetry System

2. Wastewater Flow Meters/Data Loggers
3. Temporary Wastewater Flow Meters
4. Residential Equivalent Connection
5. Water Flow Meters

If it is determined that any meter is inaccurate or inoperable, the City shall estimate the quantity of flow using a method designed to reasonably calculate the flow for the period including but not limited to extrapolation from temporary flow meters, an average of the previous 6-months of flow for which the meter was deemed to accurately measure flow, or average of other similar user's flow. For further information regarding the installation and maintenance requirements of the above meters, see Article VII.C-E.

In the event there is residential wastewater flow entering the City's or a District's Collection System at a Connection Point that is not metered by a wastewater flow meter, that unmetered flow shall be estimated by taking the flow per the Residential Equivalent Connection and multiplying it by the number of unmetered units flowing through the Connection Point. For non-residential flow that is unmetered, the Parties shall meet and agree upon a metering system that shall be installed, including wastewater flow meters or water flow meters, as appropriate.

C. Wastewater Flow Meters/Integrated Telemetry System

In order to provide more effective flow data for future analysis and planning of system improvements, the District agrees to install flow meters integrated with telemetry systems capable of real-time data transmission to the City at all wastewater flow metering sites as defined below.

The District shall maintain, repair and replace the wastewater flow meters and the telemetry systems at all Connection Points where wastewater flow meters are currently installed and shall install wastewater flow meters integrated with telemetry systems at any future proposed Connection Points unless the Parties representatives under Article III-C. agree that installation is impractical, cost prohibitive, or otherwise unnecessary. The City shall review and approve of all proposed wastewater flow meters and telemetry systems.

The District shall be responsible for all costs associated with the wastewater flow meters and telemetry systems, their installation, operation, readings, and maintenance. All existing wastewater flow meters shall have the

integrated telemetry systems installed within two years of the date of this Agreement.

The District shall cause all wastewater flow meters within the District to be calibrated by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City within 90 calendar days of the date of this Agreement, and annually thereafter. A certificate of calibration shall be sent to the City within 14 calendar days of the meter's calibration. Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to written approval by the City's Director of Public Works. The District shall submit specifications for the replacement and/or new meters, along with plans for installation for the Director of Public Work's approval.

In the event a District has or installs a flow meter, but the Parties' representatives under Article III-C. agree that installation of the integrated telemetry system specifically would be impractical, the District may install a Data Logger instead. The City shall provide the District with the specific Data Logger the District shall install and the District shall be responsible for all costs associated with the Data Logger, including its installation, readings, and maintenance.

D. Temporary Wastewater Flow Meters.

Either Party may, during the term of this Agreement, install temporary wastewater flow meters and data loggers within the Collection System to verify flow data or obtain additional information relative to waste characteristics or flow entering a Party's system from the other Party's system. Temporary installations shall generally be installed at or near Connection Points, as necessary to verify or replace equipment that may be malfunctioning, or in connection sampling and analysis under Article VI. above

Unless otherwise agreed in writing by the Parties, whichever Party is initiating the temporary installation shall be responsible for the installation, readings, and maintenance of the temporary installation. Each Party shall cooperate with and upon request, shall provide to the other Party any necessary authorizations and permits for temporary installations within

each Party's respective facilities. The Parties shall promptly share any data or testing results obtained from temporary installations.

E. Non-Residential Water Flow Meters.

In the event a water meter is installed on the water source of a non-residential property in the District that does not pass through a wastewater meter for billing purposes, this section shall apply.

For sewer flow to be billed by a water meter read, the District and the City shall provide water meter readings to the other Party by the close of business on the 10th day of the following month for billing on a monthly or quarterly basis as may be mutually agreed upon between the City and the District. For purposes of this paragraph the City's Finance Director and the District President or their authorized representative are authorized to agree to changes in the timing of billing which agreement shall be reduced to writing and attached to Addendum A to this Agreement.

The District shall be responsible for all costs associated with the water meters, their installation, readings, and maintenance. The City will not install, inspect, test or participate in the installation, reading or maintenance of water meters without a separate agreement to provide payment for such services.

The District shall cause all water meters within the District to be calibrated or tested by the meter's manufacturer, the manufacturer's authorized representative or other company approved by the City at least once every 10 years or replaced every 20 years per a schedule approved by the Wisconsin Public Service Commission (WPSC). Further, within 90 days of the date of this Agreement, the District shall ensure that all existing District water meters are compliant with the terms of this agreement.

Any meter which cannot be calibrated within the manufacturer's specified tolerances shall be repaired or replaced by the District within 90 calendar days of the District receiving notice of the inability to calibrate the meter. Repaired meters, replaced meters, and any additional new meters installed by the District or its contractors, shall be subject to the requirements and standards of the WPSC. The Districts shall annually submit documentation relating to the calibration and/or replacement of water meters, along with the engineering design plans for the installation of any new infrastructure, which shall be provided within 14 days.

F. Adjustments to Flow for District's Service of City Parcels.

The Parties acknowledge that due to past annexations and other events, the District may currently provide sanitary sewer and/or wastewater treatment service to parcels that are located within the City. Until such time as these parcels are serviced directly by the City as provided in Article III, the District shall continue to provide sanitary sewer service to the City parcels. In the event that flow from City properties is combined with District flow prior to being measured by a wastewater flow meter, the flow attributable to the City properties, as measured by REC for residential properties, or water meter readings or otherwise by separate agreement of the Parties for non-residential properties, shall be deducted from the District's total flow to obtain a billable flow for the District. Each Party agrees to serve all customers in its territory in the same manner. Billing shall be as provided in Article VII or as may be separately agreed by the Parties and incorporated into Addendum D.

G. Time of Billing and Payment of Invoices.

The City shall issue bills quarterly to the District for the Services being provided pursuant to this Agreement. The District shall pay the City directly within 45 days of the date of the invoice. Late payments are subject to the then-existing late payment charges imposed by the City on other wastewater customers. The District shall be responsible to directly invoice its customers for wastewater services, and the District bears the risk of collection from any District customer. Failure of or delay by any District customer to pay the District shall not relieve the District of its obligation to pay City for the Services.

H. Remedies for Exceeding Allocated Capacity

The District, in Addendum B, has been allocated flow capacities. The Parties agree to the following tiered system to progressively enforce compliance with allocated capacity and encourage proactive planning.

1. **80% of Allocated Capacity.** Whenever the District has actually utilized 80% or more of any class of flow capacity allocation under this Agreement, the City shall promptly notify the District in writing. At such time, the District shall have the option of engaging with the City in a joint planning project, at the cost of the District, to determine whether and under what circumstances there is any reasonable possibility that the Wastewater discharged by the District

will exceed the District's flow capacity allocation, and if so what actions can reasonably be taken by the District to eliminate any such reasonable possibility. The principal burden of formulating the plan shall be on the District, but the City shall fully cooperate with and assist in the formulation of the plan. In the event that the District and City agree upon a plan which will eliminate any such reasonable possibility of exceeding the District's allocated flow capacity (e.g. the elimination of excess Infiltration and Inflow, or the construction of an appropriately-sized equalization basin, or construction of an interceptor, or the purchase of additional allocated flow capacity), and the District satisfactorily implements such plan, the City shall waive any restrictions imposed under the following subsections unless and until the metered discharge data subsequently demonstrates that the plan is not working as anticipated or that there are unanticipated problems.

2. **90% of Allocated Capacity.** Whenever the District has actually utilized 90% or more of any class of flow capacity allocation under this Agreement the City shall promptly notify the District in writing. From and after that time, additional Sewer Extensions tributary to the particular facility in which the District has the flow capacity allocation in question shall not be permitted until such time as the District has satisfactorily demonstrated to the City that full use of any proposed Sewer Extension will not exceed the District's allocated flow capacity. Upon reasonable written notice, at any time after the District has discharged Wastewater to the Sewer Service Facilities at a level at or above 90% of such District's allocated flow capacity, the District shall survey or test its Collection Facilities for excess Infiltration and Inflow, and the District shall submit its findings and a plan to address excess flow or any noted deficiencies in the District systems to the City for approval, which shall be granted unless there is a valid engineering rationale otherwise. Upon failure of the District to provide the testing results and a plan to address excess flow, or receive approval of the same from the City, the City may provide notice to the District of the City's intention to survey or test the collection facilities of the District for excess Infiltration and Inflow or other issues and the District shall grant access to the City to complete such review and testing. The District shall pay the City the cost of any such survey or testing within 60 days of written notice of such cost.

3. **95% of Allocated Capacity.** Whenever the District has actually utilized 95% or more of any class of flow capacity allocation under this Agreement (or of any associated flow limitation set out in this Agreement or in any associated exhibit), the City shall promptly notify the discharging the District in writing. From and after that time, no additional Sewer Extensions tributary to the facility in which the District has the flow capacity allocation in question shall be permitted by the City and no additional customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be permitted by the District, until such time as the District has satisfactorily demonstrated to the City that full use of any proposed customer connection or Sewer Extension will not exceed the District's allocated flow capacity, including without limitation consideration of future connections of sewer properties that are currently vacant or underutilized. The City shall expeditiously consider any proposed demonstration by a Party that additional customer connections will not exceed the District's allocated flow capacity allocation.
4. **Exceeding Allocated Capacity.** Whenever the District has actually exceeded flow capacity allocation under this Agreement, the City shall notify the District in writing. From and after that time, no additional Sewer Extensions or customer connections tributary to the particular facility in which the District has the flow capacity allocation in question shall be allowed under any circumstances until such time as (1) modifications have been made to the District's sewerage system and/or operations, and the results of such modifications have been in effect for a reasonable period of time to demonstrate satisfactorily that any reasonable possibility of exceeding the District's flow capacity allocation in the future has been eliminated, or (2) until such time as the District has acquired sufficient additional allocated flow capacity to accomplish the same result.

Notwithstanding the tiered structure above, in the event a District's exceedance of its allocated flow capacity results in damage to, impairment of, or interference with the City's Wastewater System, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of such exceedance which the City suffers as a result thereof. The City may

charge the District its proportionate share for any fine, penalty, or forfeiture incurred by the City, and may also charge the District for any cost incurred by the City (including, without limitation, for employees, equipment, or materials) as a result of such excessive discharge. For any costs claimed, the City shall provide an itemized invoice to the District and will provide information identifying that flow from the District(s) caused or contributed to said damage and/or penalty. The amounts recoverable by the City, if any, are net of grants, reimbursements or insurance proceeds actually recovered by the City.

The proportion of costs allocated to charges for exceeding flow is the share of costs that could be allocated to any District for damages that occur due to a District or the City exceeding its Allocated Capacity when the damage occurred and contributed to causing the damage. This cost would only apply to a District that was exceeding its Allocated Capacity when the damage occurred. The portion of cost allocated to each Party corresponds to each Party's proportion of the total volume of wastewater flow entering the wastewater facility(ies) sustaining the damage at the time the damage occurred.

I. Charges for Exceeding Pollutant Loadings.

The District wastewater flow shall not contain pollutant concentrations exceeding those specified in Chapter 24 of the City of Oshkosh Municipal Code. If the District's wastewater flow exceeds the pollutant concentration specified in Chapter 24 of the City of Oshkosh Municipal Code, WPDES regulations, or EPA regulations, the District shall be charged the resulting cost increase for the City to provide necessary treatment or other measures to remove the materials or substances or reduce concentrations to prevent damage to the City's Wastewater System and maintain pollutant limits in compliance with the City's WPDES permit. The District acknowledges and agrees that the City may assess against the District the civil penalties as provided in Chapter 24 of the City of Oshkosh's Municipal Code for violation of that chapter where the District's wastewater flow exceeds the stated pollutant concentrations. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation. In addition to these civil penalties, the District shall be liable to the City for any expense, loss, or damage occasioned by reason of the District's wastewater flow which exceeds the pollutant concentrations specified in Chapter 24 of the City of Oshkosh Municipal

Code, including, without limitation, any fines to which the City may be subject as a result for violation of its WPDES permit.

VIII. Records.

Each Party shall keep accurate books, records, and accounts of rate calculations and cases, fees, costs, disbursements, utilities maps, plans and as built drawings, inspections, state reports, and all other matters affecting the substance of this Agreement. Upon reasonable notice, any Party or its agent shall be entitled to examine and inspect the books, records and reports of any other Party for the purpose of verifying charges or credits; verifying inspections and condition of facilities or otherwise exercising or protecting any rights or responsibilities under this Agreement in relation to that Party's utility system; except that access to private third-party utility accounts shall be limited to non-identified information without a showing of necessity by the requesting Party or order of a court of competent jurisdiction.

IX. Audits.

A. Cooperation.

The Parties agree to cooperate in connection with any internal or governmental investigation or administrative, regulatory, or judicial proceeding (or governmental audit, with respect to matters relating to this Agreement). Such cooperation may include, but shall not be limited to, responding to requests for documents and/or other records, and making employees available to the other Party (or their respective insurers, attorneys or auditors) upon reasonable notice for: (i) interviews, factual investigations, depositions, and providing declarations or affidavits that provide truthful information in connection with any litigation or audit; (ii) appearing at the request of the other Party to give testimony without requiring service of a subpoena or other legal process; (iii) volunteering 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.

B. Expenses.

The Party requesting cooperation shall reimburse the other Party for reasonable direct expenses incurred in connection with providing documents and records required under this paragraph and may require

such expenses to be documented by receipts or other appropriate documentation. Reasonable direct expenses include costs such as copying, postage and similar costs and witness fees; but do not include wages, salaries, benefits, and other employee compensation.

C. Third-Party Proceedings.

Notwithstanding the above, in the case of a third-party proceeding in which the Parties are both named as defendants the Parties may or may not elect to enter into a mutually acceptable joint defense agreement.

X. Default.

In the event that one Party commits a material breach of its obligations under this agreement, the other Party shall provide written Notice of Default to the Party which is deemed to have committed the material breach. The Notice of Default shall specify the Article(s) and Paragraph(s) of this Agreement that is alleged to have been breached, and an explanation of the breach. Unless emergency conditions exist, the Party receiving the Notice shall have 90 calendar days to cure the breach after receipt of the Notice. If the material breach is not cured within 90 calendar days, the Parties agree that Dispute Resolution under Article XII shall be initiated. If a breach is not capable of being cured within 90 days for causes or reasons beyond the breaching Party's control, the Party may remain in breach for an additional 90 days so long as it has commenced and is taking reasonable actions to cure such breach as promptly as practicable.

XI. Technical Standards Committee.

A. Creation of TSC.

The Parties acknowledge the value of ongoing communications for the purpose of consistently exchanging information about the Wastewater System, the Wastewater Treatment Facility, and the Collection System, as well as the administration of this Agreement (together, the "System"). Therefore, the Parties do hereby establish a committee identified as the Technical Standard Committee ("TSC"). The purpose of the TSC is to facilitate the exchange of information, and (a) to exchange reports and updates regarding the System; (b) to report on System improvements that are anticipated, in progress, or completed; (c) to report on Wisconsin DNR-required facilities plans or Regional Service Area Plan amendments that are anticipated, in progress, or completed; (d) to report on inflow/infiltration

and clearwater issues; (e) to exchange and analyze data from water flow meters/dataloggers, sampling, and other operating sources ; (f) discuss reasonable protocols and access to collection systems for inspection, maintenance, testing or other matters; (g) to preview proposed System rates, fees, and billing budgets and initiatives ; (h) to facilitate dispute resolution before invoking the formal dispute resolution options set forth Article XII and (i) to establish and to maintain procedures and protocols for compliance with this Agreement. The Parties further acknowledge that to accomplish the preceding purposes it will be necessary to freely and consistently exchange information in a spirit of cooperation and transparency.

B. Composition of the TSC.

The TSC will consist of engineering or technical representatives from the City and each District.

C. TSC Meetings.

The TSC will meet as needed, but at least twice per year. The City's Director of Public Works, or his or her designee, will prepare and circulate the meeting agenda based on the items submitted by any Party. Except as required by law, the Parties do not contemplate their sessions to constitute a "meeting" under the Chapter 19 of the Wisconsin Statutes.

XII. Dispute Resolution.

A. Pre-formal Action.

Prior to the initiation of any formal action between the Parties, including but not limited to litigation, the Parties agree to meet and confer with regard to any disputes under this Agreement. This requirement may be initiated by either Party by written request delivered to the other Party as provided in Article XXIII. The Parties shall meet and confer within 30 calendar days of the Party receiving the request from the initiating Party.

B. Mediation/Arbitration.

As a condition precedent to the initiation of litigation the Parties shall engage in formal mediation conducted by a mutually-selected mediator experienced in the topic at issue. The costs of the mediator shall be shared equally. If the Parties are unable to agree on the mediator, the selection shall be made from a panel list submitted by the State of Wisconsin Department of Administration – Municipal Boundary Review by a process of alternate striking from the panel list.

C. Formal Action.

In the event the Parties are unable to resolve their dispute, either Party may file an action with a court of competent jurisdiction.

XIII. Reopeners, Amendments and Extensions of the Agreement

A. Amendments/ Reopening of the Agreement.

The Parties recognize that wastewater collection and treatment are a highly regulated industry and that capacity and legal requirements may change over the term of the Agreement potentially necessitating reopening of the Agreement. During the term of this Agreement, either Party may request that a section of the Agreement be reopened or amended. The Parties agree that if the request relates to the following, the Parties shall meet and confer on the request and that the Agreement shall be amended as may be agreed upon to adequately address the following conditions:

1. Substantial or material changes in the method for calculating rates for wastewater treatment and services
2. A change in law or permit requirements substantially and materially altering operations under the terms of this Agreement which cannot be adequately addressed within the rate model.
3. A substantial and continuing failure of the District to comply with loading, capacity and flow allocations, as set forth in this Agreement.
4. When significant and/or unforeseen events or circumstances arise substantially and materially affecting operations of either the District or City system which cannot be adequately addressed within the rate model.

Upon failure to reach an agreed upon amendment in relation to the above conditions, the Parties agree to engage a mediator to assist in resolution of the necessary amendment.

This Agreement may be otherwise amended by the Parties from time to time to address additional issues not within the above categories. However, except as otherwise provided in this Agreement, no amendment, variation or waiver of any term of this Agreement shall be enforceable by any Party unless it is in writing and signed by both Parties.

B. Extension of the Agreement.

This Agreement shall automatically extend in 5-year increments unless notice of the City's or District's desire to renegotiate the agreement shall be provided in writing to the other Party no later than 1 year prior to the original termination date or 1 year prior to the termination date of the extension.

C. Early Termination.

The District may terminate this Agreement prior to the original termination date or the termination date of any extension with two years prior notice to the City. The City may not terminate this Agreement prior to the original termination date or the termination date of any extension except in the case of material breach/default or failure of dispute resolution, then may only terminate by providing the District two years notice, or as a result of a court order.

D. No Reimbursement.

Upon termination of this Agreement for any reason, any and all fees, charges, and other payments made by the District to the City shall be non-refundable whether made under this Agreement or any other agreement between the Parties relating to the provision of wastewater transmission or treatment services, whether those fees, charges, or other payments were made for capital investment or for operations and maintenance of the City's Wastewater System, or for any other reason related the provision of Services including, but not limited to the cost of permits or plan/document review.

XIV. Whole Agreement.

This Agreement including any written and duly executed amendments thereto contains the entire understanding of the Parties with respect to the subject

matter hereof. There are no restrictions, promises, warranties, covenants, or understandings other than those expressly set forth in this Agreement and Amendments executed as provided in this Agreement. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to the subject matter hereof.

XV. Liability.

The City shall not be responsible or liable to the District for any loss caused by any breakdown or failure of the Collection Systems, Wastewater Treatment Facility or any appurtenant or ancillary assets contemplated by this Agreement.

LIABILITY AND HOLD HARMLESS: Subject to any limitations contained in Secs. 893.80, 893.83, 345.05, and any similar statute, of the Wisconsin Statutes, each party (the indemnifying party) agrees to hold the other party, 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 Indemnifying Party's officers, employees or agents while acting within the scope of their employment.

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.

Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including but not limited to section 345.05, 893.80 and 893.83 of the Wisconsin Statutes 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.

XVI. 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 provision of this agreement.

XVII. Counterparts of Agreement.

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 and electronic signatures shall be deemed original signatures for all purposes of this Agreement.

XVIII. Performance Standard.

This Agreement requires the Parties to act or to refrain from acting on a number of matters. The Parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing. In addition, whenever consent or approval is required by a Party, the consent or approval shall not be unreasonably withheld, conditioned, or delayed.

In addition, each Party agrees to provide information to assist the other in obtaining the necessary permits from the Wisconsin Department of Natural Resources, or any other governmental authority, for the receipt and provision of wastewater conveyance and treatment service in accordance with this Agreement.

XIX. Not Construed Against Any Party.

This Agreement is the product of negotiation between the Parties hereto and no term, covenant, or provision herein or the failure to include a term, covenant or provision shall be construed against any Party hereto solely on the basis that one Party or the other drafted this Agreement or any term, covenant, or condition contained herein. The captions appearing in this Agreement are inserted solely for convenience but shall never be considered or given any effect in construing this Agreement if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time hereafter.

XX. No Waiver.

Failure of any 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.

XXI. Severability.

If any term, covenant, condition or provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall not be affected thereby. The Parties, in good faith, shall meet and confer and will substitute a valid and enforceable provision as similar as possible to the provision at issue. The remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

XXII. Governing Law / Venue.

The laws of the State of Wisconsin shall govern the interpretation, construction and provisions relating to service under this Agreement. Winnebago County shall be the venue for all disputes arising under this Agreement.

All references to statutes, regulations and ordinances shall include any future renumberings, recodifications or amendments upon passage and publication in compliance with law.

XXIII. 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 an officer or 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, (iii) upon transmission if by facsimile or (iv) upon transmission by email. 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
 Department of Public Works
 215 Church Avenue
 Post Office Box 1130
 Oshkosh, WI, 54903-1130
 Attn: Director of Public Works

With a copy to: City of Oshkosh
 City Attorney's Office
 215 Church Avenue
 Post Office Box 1130
 Oshkosh, WI, 54903-1130

Attn: City Attorney

If to the District: Winnebago Area Sanitary District
Post Office Box 71
230 E. County Road Y
Oshkosh, WI 54901-1404

With a copy to: Dempsey Law Firm, LLP
10 Forest Avenue, Suite 200
Fond du Lac, WI 54935

XXIV. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the Party for whom they are signing.

IN WITNESS WHEREOF, the designated and authorized representatives of the City of Oshkosh and the District, by virtue of directions of their respective governing bodies, have executed this Agreement on the dates indicated below. This Agreement becomes effective as of the latest date of the signatures below.

[The remainder of this page is blank. Signature pages to follow]

Dated this _____ day of _____, 2025 for the City of Oshkosh, Wisconsin.

CITY OF OSHKOSH, WISCONSIN

Rebecca Grill, City Manager

Cheryl Pionke, Interim City Clerk

Approved

Lynn A. Lorensen, City Attorney

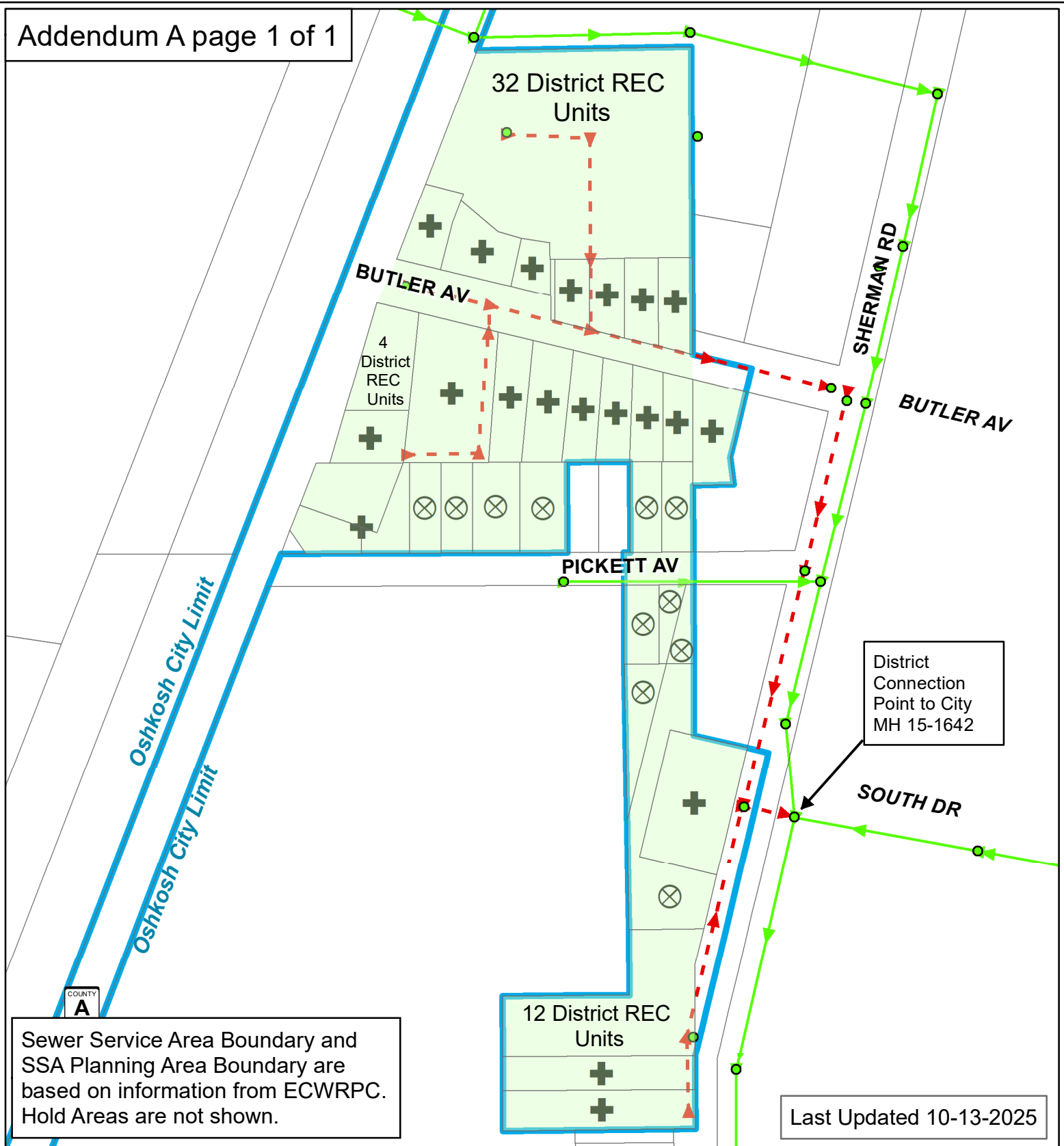
Dated this _____ day of _____, 2025 for the Winnebago
Area Sanitary District.

SANITARY DISTRICT

District President

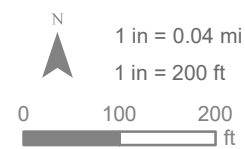
District Secretary

Addendum A – District Boundaries & Connection Points
Addendum B – Contractual Flow and Pollutant Loading
Addendum C – Current Rate Structure
Addendum D – District Specific Terms and Conditions
Addendum E – Purchase of Additional Capacity



Winnebago Area Sanitary District

	Sewer Service Area Boundary		Winnebago Area Sanitary District		City Sanitary Sewer		City of Oshkosh Municipal Boundary Line
	SSA Planning Area Boundary		REC Units District		District Sanitary Sewer		
	Winnebago County Parcels		Not Served				



Printing Date: 10/13/2025

Prepared by: City of Oshkosh, WI

City of Oshkosh maps and data are intended to be used for general identification purposes only, and the City of Oshkosh assumes no liability for the accuracy of the information. Those using the information are responsible for verifying accuracy. For full disclaimer please go to www.ci.oshkosh.wi.us/GISdisclaimer

ADDENDUM B

City of Oshkosh WWTP

Flow Capacity Allocations (in Million Gallons/Day)

		Annual Average Daily Flow (MGD)	Maximum Month Avg Daily Flow (MGD)	Maximum Week Avg Daily Flow (MGD)	Maximum Day Flow (MGD)	Maximum Hour Flow (GAL/HR)
Designated Management Agency	%					
Oshkosh WWTP	100%	20	35	45	80	4,166,667
Winnebago Area SD	0.10%	0.02	0.035	0.045	0.08	4,167

Note: Flow capacity, particularly at maximum levels, may be limited by the current modelling effort, which may identify sewer capacity issues within the Collection System.

September 18, 2025

SEWER USER RATE STUDY UPDATE:

City of Oshkosh, WI

2025 Sanitary District User Rate Model Calculations



Prepared by:

Ehlers
N19W24400 Riverwood Drive
Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Outside User Rate Calculations 2024 Actual WWTP Flows and Loadings



City of Oshkosh, WI

	Flow (CCF)	BOD (Lbs)	TSS (Lbs)	P (Lbs)	NH3-N (Lbs)
Inside Customers					
Residential	900,890	1,798,413	2,248,016	50,580	162,981
Commercial	360,371	719,395	899,244	20,233	65,195
Multi-Family	215,743	430,680	538,350	12,113	39,030
Industrial	134,080	267,659	334,574	7,528	24,257
Municipal & Public	328,668	656,108	820,134	18,453	59,460
Subtotal Inside Customers	1,939,752	3,872,254	4,840,317	108,907	350,923
Outside Customers					
Algoma SD	260,087	405,627	405,627	16,225	40,563
Sunset SD	4,966	7,745	7,745	310	774
Blackwolf SD	66,220	103,275	103,275	4,131	10,328
Island View SD	19,601	30,569	30,569	1,223	3,057
Edgewood Shangri-la SD	2,889	4,506	4,506	180	451
Winnebago SD	2,800	4,367	4,367	175	437
Subtotal Outside Billable	356,563	556,089	556,089	22,244	55,609
High Strength Industrial					
Amcor Health Packaging		1,645	70,640	-	-
Reworld Solutions (FNA Convanta)		25,866	1,380	-	-
Hydrite Chemical Co		-	-	-	21,745
JJ Keller		35	159	-	-
Kingsbury		-	-	-	-
Meritor Industrial Products		272	312	2	31
Oshkosh 333		-	35,067	3,147	2,936
Oshkosh 500 Waukau		2,747	812	103	224
Oshkosh 2737		6,370	5,464	171	1,770
Oshkosh Correctional Inst 1700		49,223	8,367	-	543
Oshkosh Correctional Inst 1730		33,254	5,653	-	367
Pepsi Cola		148,663	5,320	24	-
Winnebago Co. Landfill		-	-	-	10,131
Winnebago Co. Landfill II- Combined Cells		1,083	-	-	22,556
Subtotal High Strength Industrial Billable	-	269,159	133,174	3,447	60,304
Wastehaulers					
Septic Tank Waste	107	6,026	10,044	201	100
Porta Potty Waste	363	10,203	20,406	567	227
Mixed Loads	15,825	88,847	88,847	4,442	12,340
Holding Tank Waste	1,310	4,086	6,538	163	409
Subtotal Wastehaulers	17,606	109,163	125,835	5,374	13,076
Wastewater Treatment Facility					
Total Billable	2,313,921	4,806,665	5,655,415	139,971	479,911
Inflow/Infiltration (I/I)	3,493,461				
Total WWTF	5,807,382				
Total For Rate Calcs	2,313,921	4,806,665	5,655,415	139,971	479,911
Inside City Customers	1,957,358	4,250,576	5,099,326	117,728	424,302
Inside City and Sanitary Districts (Less Sunset SD)	2,308,955	4,798,920	5,647,671	139,661	479,137

Outside User Rate Calculations 2024 Actual Meter Counts

City of Oshkosh, WI



Meter Size	Total Meters					Total
	Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	8,589	216	64	3	7	8,879
3/4"	12,441	1,113	69	18	53	13,694
1"	180	364	195	26	34	799
1 1/4"						
1 1/2"	2	131	146	20	33	332
2"		152	71	32	80	335
3"		41	2	11	39	93
4"		17	8	6	19	50
6"		4	3		5	12
8"		1			1	2
10"					1	1
12"						
	21,212	2,039	558	116	272	24,197

Meter Size	Equiv. Ratio	Equivalent Meters					Total
		Residential	Commerical	Multi-Family	Industrial	Municipal & Public	
5/8"	1	8,589	216	64	3	7	8,879
3/4"	1	12,441	1,113	69	18	53	13,694
1"	2.5	450	910	488	65	85	1,998
1 1/4"	3.75	-	-	-	-	-	-
1 1/2"	5	10	655	730	100	165	1,660
2"	8	-	1,216	568	256	640	2,680
3"	15	-	615	30	165	585	1,395
4"	25	-	425	200	150	475	1,250
6"	50	-	200	150	-	250	600
8"	80	-	80	-	-	80	160
10"	125	-	-	-	-	125	125
12"	175	-	-	-	-	-	-
		21,490	5,430	2,299	757	2,465	32,441

Outside User Rate Calculations 2024 Final Sewer Utility Expenses

City of Oshkosh, WI



	ACTUAL 2024	Algoma SD	Sunset	Black Wolf	Island View	Edgewood Shangri-La	Winnebago
<u>SANITARY SEWER - 1920</u>							
Labor	81,163						
Retirement Benefits	11,563						
Insurance Benefits	13,733						
Contractual Services	394,627						
Repairs to Motor Vehicles	0						
Maint Mach/Equip/Bldg/Struct	0						
Maintenance of Sanitary Sewers	750,000						
Maint Mach/Equip/Bldg/Struct	0						
Building Rent	550						
Interfund Charge Backs	431,588						
Chemicals	0						
Miscellaneous	46,499						
Legal Fees	0						
Diesel Fuel	0						
Supplies and Repair Parts	0						
Sewer Maintenance Supplies	19,896						
Safety Equipment	0						
Stone/Gravel/Concrete/Asphalt	0						
Depreciation	2,451,684						
TOTAL SANITARY SEWER	4,201,303						
<u>PUMPING STATIONS - 1930</u>							
Labor	77,565			X	X	X	X
Repair Parts	65,652			X	X	X	X
Gas & Oil	1,141			X	X	X	X
Heat				X	X	X	X
Equipment Rental	313			X	X	X	X
Postage				X	X	X	X
Professional Services	22,307			X	X	X	X
License & Permit	0			X	X	X	X
Office Supplies	364			X	X	X	X
Interfund Charge Backs	2,823			X	X	X	X
Telephone	3,478			X	X	X	X
Chemicals	17,115			X	X	X	X
Utility	174,275			X	X	X	X
Sewer				X	X	X	X
Storm Water				X	X	X	X
Supplies and Repair Parts	8,781			X	X	X	X
Power & Light				X	X	X	X
Insurance	8,575			X	X	X	X
Depreciation (Including Forcemains)	480,327			X	X	X	X
TOTAL PUMPING STATIONS	862,716			X	X	X	X

DISPOSAL PLANT - 1940 - Liquid

Labor	984,993	X	X	X	X	X	X
Retirement Benefits	139,425	X	X	X	X	X	X
Insurance Benefits	205,131	X	X	X	X	X	X
Repair Parts	127,973	X	X	X	X	X	X
Office Supplies	4,066	X	X	X	X	X	X
Gas & Oil	5,376	X	X	X	X	X	X
Heat		X	X	X	X	X	X
Chemicals	804,899	X	X	X	X	X	X
Cont Svcs/Eng & Consulting Fees	380,422	X	X	X	X	X	X
Tools	17,454	X	X	X	X	X	X
Other Supplies	29,853	X	X	X	X	X	X
Telephone	1,439	X	X	X	X	X	X
Utilities	714,077	X	X	X	X	X	X
Interfund Chargebacks	0	X	X	X	X	X	X
Power & Light		X	X	X	X	X	X
Car Allowance	400	X	X	X	X	X	X
Conference & Training	7,693	X	X	X	X	X	X
Insurance	95,494	X	X	X	X	X	X
Depreciation (Incl Interceptor depreciation)	1,111,185	X	X	X	X	X	X
Dues	2,602	X	X	X	X	X	X
Minor Equipment	1,208	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	3,217	X	X	X	X	X	X
Fees & Permits	22,518	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL DISPOSAL PLANT	4,659,425	X	X	X	X	X	X

SOLID DISPOSAL - 1941

Labor	227,500	X	X	X	X	X	X
Retirement Benefits	31,932	X	X	X	X	X	X
Insurance Benefits	53,261	X	X	X	X	X	X
Repair Parts	13,777	X	X	X	X	X	X
Gas & Oil	109	X	X	X	X	X	X
Chemicals	113,478	X	X	X	X	X	X
Insurance	20,327	X	X	X	X	X	X
Contractual Services	0	X	X	X	X	X	X
Depreciation		X	X	X	X	X	X
Maintenance	497	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Miscellaneous	190	X	X	X	X	X	X
Special Services	199,991	X	X	X	X	X	X
Uniforms	1,206	X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Supplies	92,843	X	X	X	X	X	X
		X	X	X	X	X	X
TOTAL SOLID DISPOSAL	755,111	X	X	X	X	X	X

LABORATORY - 1945

Labor	87,380	X	X	X	X	X	X
Retirement Benefits	12,408	X	X	X	X	X	X
Insurance Benefits	26,346	X	X	X	X	X	X
Repairs	957	X	X	X	X	X	X
Chemicals	10,791	X	X	X	X	X	X
Other Supplies	292	X	X	X	X	X	X
Insurance	7,119	X	X	X	X	X	X
Depreciation	95	X	X	X	X	X	X
Conference & Training		X	X	X	X	X	X
Office Supplies	39	X	X	X	X	X	X
Conference & Prof Training		X	X	X	X	X	X
Tools & Shop Supplies	8,684	X	X	X	X	X	X
Professional Services		X	X	X	X	X	X
TOTAL LABORATORY	154,112	X	X	X	X	X	X
<u>MAINTENANCE - 1946</u>							
Labor	543,155	X	X	X	X	X	X
Retirement Benefits	76,614	X	X	X	X	X	X
Insurance Benefits	133,156	X	X	X	X	X	X
Motor Vehicle Expense		X	X	X	X	X	X
Contractual Services	4,191	X	X	X	X	X	X
Gas & Oil	2,670	X	X	X	X	X	X
Minor Equipment	3,953	X	X	X	X	X	X
Office Supplies	572	X	X	X	X	X	X
Other Supplies	16,536	X	X	X	X	X	X
Repairs/Maint	16,880	X	X	X	X	X	X
Insurance	55,365	X	X	X	X	X	X
Depreciation	182,063	X	X	X	X	X	X
Clothing		X	X	X	X	X	X
Miscellaneous	2,009	X	X	X	X	X	X
Equipment Rental		X	X	X	X	X	X
Landfill Fees		X	X	X	X	X	X
Interfund Charge Backs	26,394	X	X	X	X	X	X
TOTAL MAINTENANCE	1,063,558	X	X	X	X	X	X

GENERAL & ADMINISTRATIVE - 1950

Labor	472,464
Retirement Benefits	103,185
Insurance Benefits	109,910
Accounting Loss/Debt Refinancing	
Software Supplies	
Minor Equipment	3,498
Office Supplies/Equipment	7,485
Postage	
Computer Charges	39,623
Telephone	35,442
Misc Fixed Charges	
Contractual Services	
Car Allowance	
Maintenance Office Equipment	253
Professional Services	99,613
Advertising/Marketing	
Other Supplies	232
Audit	9,092
Insurance	23,757
Uncollectable Accounts	98
Depreciation	0
Bond Issue Expense	2,269,544
Bond Service Fees	2,500
Bank Fees	
GASB 68 Pension Exp	
Conference & Training	650
Dues	

TOTAL GENERAL & ADMINISTRATIVE 3,177,346

METER READING - 1951

Labor	0
Retirement Benefits	0
Insurance Benefits	0
Meter Repairs	283,890
GASB 68 Pension Exp	(7,080)
Office Supplies	25,574
Car Allowance	0
Insurance	0

TOTAL METER READING 302,384

PRETREATMENT PROGRAM - 1955

Professional Services	66,760
Licenses & Permits	2,078
Maint Computer	405
Conference/Training	198
Safety Equipment	418
Office Supplies	0

TOTAL PRETREATMENT PROGRAM 69,858

15,245,814

Outside User Rate Calculations

Sewer System Accumulated Depreciation and Net Book Value



City of Oshkosh, WI

Capacity Buy-In Color Code		Original Cost 12/31/2024	Accumulated Depreciation 12/31/2024	Net Book Value 12/31/2024
	LAND	301,288		
1721-00000	PUMPING STATION BLDG.	14,039,856	3,704,111	10,335,746
1731-00000	DISPOSAL PLANT STRUCTURE	22,641,068	13,237,563	9,403,505
1734-00000	INTERCEPTING SEWERS	34,859,726	3,928,713	30,931,014
1743-00000	FORCE MAINS	1,825,382	1,167,224	658,158
1725-00000	PUMPING STATION EQUIP.	6,309,169	3,928,167	2,381,002
1735-00000	DISPOSAL PLANT EQUIP.	20,701,817	15,328,644	5,373,173
1732-00000	TREATMENT - EQUIPMENT	269,991	37,210	232,781
1785-00000	MAINTENANCE EQUIP.	162,812	162,812	0
1795-00000	LABORATORY EQUIP.	31,146	31,146	0
1788-00000	MOTOR VEHICLES	2,424,520	1,783,382	641,138
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	87,103,125	21,800,467	65,302,659
1745-00000	SERVICES	11,670,461	486,891	11,183,571
1727-00000	SAN. SEWER TOOLS & MISC. EQUIP	169,734	169,734	0
1738-00000	POWER OPERATED EQUIPMENT	39,176	10,105	29,071
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		213,906,713	77,133,609	136,471,817

Capacity Buy-In Calculation

	Intercepting Sewers	3,928,713
	Pumping & Disposal Plant & Equipment	40,085,432
	Total	44,014,145
	Buy-in per 0.1% Capacity - WWTP	44,014

Additional Buy-in Lift Stations

	Lift-Station Cost	8,799,502
	Buy-in per 0.1% Capacity Allocation	8,800

Buy-in per 0.1% Capacity - WWTP & Lift Stations **52,814**

Outside User Rate Calculations

Recovery of Return on Net Investment Rate Base (ROI)



City of Oshkosh, WI

Depreciation and Rate of Return for Sanitary Districts

2024 Net Asset Value	136,471,817
x ROR	3.90%
Return on Investment	5,319,950
2024 Depreciation Expense (Audit)	4,225,355
Total Return on Investment + Depreciation	9,545,305

Equivalent Rate of Return for City Customers

Debt Service Payments	8,677,550
Debt Coverage	867,755
Total Capital Recovery	9,545,305
Less: Depreciation	4,225,355
Return on Investment	5,319,950
2024 Net Asset Value	136,471,817
Overall Rate of Return	3.90%

Breakdown of ROI Into Collection System and Treatment Plant

Collection System	\$77,156,439
Return on Investment (ROI)%	3.90%
Collection System ROI for Test Year	\$3,007,715
Pumping Stations and Force mains	\$13,374,905
Return on Investment (ROI)%	3.90%
Pumping Station ROI for Test Year	\$521,381
Treatment Plant and Interceptors (All SD Customers)	\$45,940,473
Return on Investment (ROI)%	3.90%
Treatment Plant and Interceptor ROI for Test Year	\$1,790,853

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	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
Operating & Maintenance																	
Sanitary Sewer																	
Labor	80%						10%	10%	\$81,163	\$64,930	\$0	\$0	\$0	\$0	\$0	\$8,116	\$8,116
Retirement Benefits	80%						10%	10%	\$11,563	\$9,250	\$0	\$0	\$0	\$0	\$0	\$1,156	\$1,156
Insurance Benefits	80%						10%	10%	\$13,733	\$10,986	\$0	\$0	\$0	\$0	\$0	\$1,373	\$1,373
Contractual Services	80%						10%	10%	\$394,627	\$315,702	\$0	\$0	\$0	\$0	\$0	\$39,463	\$39,463
Repairs to Motor Vehicles	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance of Sanitary Sewers	80%						10%	10%	\$750,000	\$600,000	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000
Maint Mach/Equip/Bldg/Struct	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Rent	80%						10%	10%	\$550	\$440	\$0	\$0	\$0	\$0	\$0	\$55	\$55
Interfund Charge Backs	80%						10%	10%	\$431,588	\$345,270	\$0	\$0	\$0	\$0	\$0	\$43,159	\$43,159
Chemicals	80%						10%	10%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	80%						10%	10%	\$46,499	\$37,199	\$0	\$0	\$0	\$0	\$0	\$4,650	\$4,650
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%	\$19,896	\$15,917	\$0	\$0	\$0	\$0	\$0	\$1,990	\$1,990
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%	\$1,749,619	\$1,399,695	\$0	\$0	\$0	\$0	\$0	\$174,962	\$174,962
Pumping Stations																	
Labor	90%						5%	5%	\$77,565	\$69,809	\$0	\$0	\$0	\$0	\$0	\$3,878	\$3,878
Repair Parts	90%						5%	5%	\$65,652	\$59,087	\$0	\$0	\$0	\$0	\$0	\$3,283	\$3,283
Gas & Oil	90%						5%	5%	\$1,141	\$1,027	\$0	\$0	\$0	\$0	\$0	\$57	\$57
Heat	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Rental	90%						5%	5%	\$313	\$282	\$0	\$0	\$0	\$0	\$0	\$16	\$16
Postage	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	90%						5%	5%	\$22,307	\$20,076	\$0	\$0	\$0	\$0	\$0	\$1,115	\$1,115
License & Permit	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	90%						5%	5%	\$364	\$328	\$0	\$0	\$0	\$0	\$0	\$18	\$18
Interfund Charge Backs	90%						5%	5%	\$2,823	\$2,541	\$0	\$0	\$0	\$0	\$0	\$141	\$141
Telephone	90%						5%	5%	\$3,478	\$3,130	\$0	\$0	\$0	\$0	\$0	\$174	\$174
Chemicals	90%						5%	5%	\$17,115	\$15,404	\$0	\$0	\$0	\$0	\$0	\$856	\$856
Utility	90%						5%	5%	\$174,275	\$156,848	\$0	\$0	\$0	\$0	\$0	\$8,714	\$8,714
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%	\$8,781	\$7,903	\$0	\$0	\$0	\$0	\$0	\$439	\$439
Power & Light	90%						5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	90%						5%	5%	\$8,575	\$7,718	\$0	\$0	\$0	\$0	\$0	\$429	\$429
Subtotal Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$382,389	\$344,150	\$0	\$0	\$0	\$0	\$0	\$19,119	\$19,119
Disposal Plant																	
Labor	33%	25%	22%	22%	5%	5%	5%	5%	\$984,993	\$0	\$325,048	\$246,248	\$216,698	\$49,250	\$49,250	\$49,250	\$49,250
Retirement Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$139,425	\$0	\$46,010	\$34,856	\$30,674	\$6,971	\$6,971	\$6,971	\$6,971
Insurance Benefits	33%	25%	22%	22%	5%	5%	5%	5%	\$205,131	\$0	\$67,693	\$51,283	\$45,129	\$10,257	\$10,257	\$10,257	\$10,257
Repair Parts	33%	25%	22%	22%	5%	5%	5%	5%	\$127,973	\$0	\$42,231	\$31,993	\$28,154	\$6,399	\$6,399	\$6,399	\$6,399
Office Supplies	33%	25%	22%	22%	5%	5%	5%	5%	\$4,066	\$0	\$1,342	\$1,017	\$895	\$203	\$203	\$203	\$203
Gas & Oil	33%	25%	22%	22%	5%	5%	5%	5%	\$5,376	\$0	\$1,774	\$1,344	\$1,183	\$269	\$269	\$269	\$269
Heat	33%	25%	22%	22%	5%	5%	5%	5%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemicals	57%				43%			0%	\$804,899	\$0	\$458,792	\$0	\$0	\$346,107	\$0	\$0	\$0
Cont Svcs/Eng & Consult Fees	33%	25%	22%	22%	5%	5%	5%	5%	\$380,422	\$0	\$125,539	\$95,106	\$83,693	\$19,021	\$19,021	\$19,021	\$19,021
Tools	32%	30%	26%	26%	7%	5%		0%	\$17,454	\$0	\$5,585	\$5,236	\$4,538	\$1,222	\$873	\$0	\$0
Other Supplies	32%	30%	26%	26%	7%	5%		0%	\$29,853	\$0	\$9,553	\$8,956	\$7,762	\$2,090	\$1,493	\$0	\$0
Telephone	32%	30%	26%	26%	7%	5%		0%	\$1,439	\$0	\$460	\$432	\$374	\$101	\$72	\$0	\$0
Water	32%	30%	26%	26%	7%	5%		0%	\$714,077	\$0	\$228,505	\$214,223	\$185,660	\$49,985	\$35,704	\$0	\$0
Storm Water	32%	30%	26%	26%	7%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Power & Light	33%	34%	21%	21%	5%	7%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Car Allowance	33%	34%	21%	21%	5%	7%		0%	\$400	\$0	\$132	\$136	\$84	\$20	\$28	\$0	\$0
Conference & Training	33%	25%	22%	22%	5%	5%	5%	5%	\$7,693	\$22	\$2,539	\$1,923	\$1,692	\$385	\$385	\$385	\$385
Insurance	33%	25%	22%	22%	5%	5%	5%	5%	\$95,494	\$0	\$31,513	\$23,874	\$21,009	\$4,775	\$4,775	\$4,775	\$4,775
Dues	33%	25%	22%	22%	5%	5%	5%	5%	\$2,602	\$0	\$859	\$651	\$572	\$130	\$130	\$130	\$130

	Allocation Percentages									WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn	
Equipment Rental		32%	30%	26%	7%	5%		0%	\$1,208	\$0	\$387	\$362	\$314	\$85	\$60	\$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%	\$3,217	\$0	\$1,062	\$1,094	\$676	\$161	\$225	\$0	\$0	
Fees & Permits		33%	34%	21%	5%	7%		0%	\$22,518	\$0	\$7,431	\$7,656	\$4,729	\$1,126	\$1,576	\$0	\$0	
Subtotal Disposal Plant	0%	38%	20%	18%	14%	4%	3%	3%	\$3,548,240	\$0	\$1,356,455	\$726,389	\$633,835	\$498,554	\$137,690	\$97,659	\$97,659	
Solid Disposal																		
Labor		43%	25%	22%	5%	5%		0%	\$227,500	\$0	\$97,825	\$56,875	\$50,050	\$11,375	\$11,375	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$31,932	\$0	\$13,731	\$7,983	\$7,025	\$1,597	\$1,597	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$53,261	\$0	\$22,902	\$13,315	\$11,717	\$2,663	\$2,663	\$0	\$0	
Repair Parts		33%	34%	21%	5%	7%		0%	\$13,777	\$0	\$4,546	\$4,684	\$2,893	\$689	\$964	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$109	\$0	\$47	\$27	\$24	\$5	\$5	\$0	\$0	
Chemicals		57%			43%			0%	\$113,478	\$0	\$64,682	\$0	\$0	\$48,796	\$0	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$20,327	\$0	\$8,741	\$5,082	\$4,472	\$1,016	\$1,016	\$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%	\$497	\$0	\$164	\$169	\$104	\$25	\$35	\$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%	\$190	\$0	\$63	\$65	\$40	\$10	\$13	\$0	\$0	
Special Services		43%	25%	22%	5%	5%		0%	\$199,991	\$0	\$85,996	\$49,998	\$43,998	\$10,000	\$10,000	\$0	\$0	
Uniforms		43%	25%	22%	5%	5%		0%	\$1,206	\$0	\$519	\$302	\$265	\$60	\$60	\$0	\$0	
Landfill Fees		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Adjustment to Audit		43%	25%	22%	5%	5%		0%	(\$87,620)	\$0	(\$37,677)	(\$21,905)	(\$19,276)	(\$4,381)	(\$4,381)	\$0	\$0	
Supplies		43%	25%	22%	5%	5%		0%	\$92,843	\$0	\$39,922	\$23,211	\$20,425	\$4,642	\$4,642	\$0	\$0	
Subtotal Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$667,491	\$0	\$301,462	\$139,805	\$121,738	\$76,496	\$27,990	\$0	\$0	
Laboratory																		
Labor		30%	35%	15%	10%	10%		0%	\$87,380	\$0	\$26,214	\$30,583	\$13,107	\$8,738	\$8,738	\$0	\$0	
Retirement Benefits		30%	35%	15%	10%	10%		0%	\$12,408	\$0	\$3,722	\$4,343	\$1,861	\$1,241	\$1,241	\$0	\$0	
Insurance Benefits		30%	35%	15%	10%	10%		0%	\$26,346	\$0	\$7,904	\$9,221	\$3,952	\$2,635	\$2,635	\$0	\$0	
Repairs		30%	35%	15%	10%	10%		0%	\$957	\$0	\$287	\$335	\$144	\$96	\$96	\$0	\$0	
Chemicals		30%	35%	15%	10%	10%		0%	\$10,791	\$0	\$3,237	\$3,777	\$1,619	\$1,079	\$1,079	\$0	\$0	
Other Supplies		30%	35%	15%	10%	10%		0%	\$292	\$0	\$88	\$102	\$44	\$29	\$29	\$0	\$0	
Insurance		30%	35%	15%	10%	10%		0%	\$7,119	\$0	\$2,136	\$2,492	\$1,068	\$712	\$712	\$0	\$0	
Office Supplies		30%	35%	15%	10%	10%		0%	\$39	\$0	\$12	\$14	\$6	\$4	\$4	\$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%	\$8,684	\$0	\$2,605	\$3,039	\$1,303	\$868	\$868	\$0	\$0	
Professional Services		30%	35%	15%	10%	10%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Subtotal Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$154,017	\$0	\$46,205	\$53,906	\$23,103	\$15,402	\$15,402	\$0	\$0	
Maintenance																		
Labor		43%	25%	22%	5%	5%		0%	\$543,155	\$0	\$233,557	\$135,789	\$119,494	\$27,158	\$27,158	\$0	\$0	
Retirement Benefits		43%	25%	22%	5%	5%		0%	\$76,614	\$0	\$32,944	\$19,154	\$16,855	\$3,831	\$3,831	\$0	\$0	
Insurance Benefits		43%	25%	22%	5%	5%		0%	\$133,156	\$0	\$57,257	\$33,289	\$29,294	\$6,658	\$6,658	\$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%	\$4,191	\$0	\$1,802	\$1,048	\$922	\$210	\$210	\$0	\$0	
Gas & Oil		43%	25%	22%	5%	5%		0%	\$2,670	\$0	\$1,148	\$668	\$588	\$134	\$134	\$0	\$0	
Minor Equipment		43%	25%	22%	5%	5%		0%	\$3,953	\$0	\$1,700	\$988	\$870	\$198	\$198	\$0	\$0	
Office Supplies		43%	25%	22%	5%	5%		0%	\$572	\$0	\$246	\$143	\$126	\$29	\$29	\$0	\$0	
Other Supplies		43%	25%	22%	5%	5%		0%	\$16,536	\$0	\$7,110	\$4,134	\$3,638	\$827	\$827	\$0	\$0	
Repairs/Maintenance		43%	25%	22%	5%	5%		0%	\$16,880	\$0	\$7,259	\$4,220	\$3,714	\$844	\$844	\$0	\$0	
Insurance		43%	25%	22%	5%	5%		0%	\$55,365	\$0	\$23,807	\$13,841	\$12,180	\$2,768	\$2,768	\$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%	\$2,009	\$0	\$864	\$502	\$442	\$100	\$100	\$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%	\$26,394	\$0	\$11,349	\$6,598	\$5,807	\$1,320	\$1,320	\$0	\$0	
Subtotal Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$881,495	\$0	\$379,043	\$220,374	\$193,929	\$44,075	\$44,075	\$0	\$0	
General & Administrative																		
Labor	16%	16%	19%	17%	4%	4%	10%	14%	\$472,464	\$75,594	\$75,594	\$89,768	\$80,319	\$18,899	\$18,899	\$47,246	\$66,145	
Retirement Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$103,185	\$16,510	\$16,510	\$19,605	\$17,541	\$4,127	\$4,127	\$10,319	\$14,446	
Insurance Benefits	16%	16%	19%	17%	4%	4%	10%	14%	\$109,910	\$17,586	\$17,586	\$20,883	\$18,685	\$4,396	\$4,396	\$10,991	\$15,387	
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%	\$3,498	\$560	\$560	\$665	\$595	\$140	\$140	\$350	\$490	
Office Supplies/Equipment	16%	16%	19%	17%	4%	4%	10%	14%	\$7,485	\$1,198	\$1,198	\$1,422	\$1,273	\$299	\$299	\$749	\$1,048	
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%	\$39,623	\$6,340	\$6,340	\$7,528	\$6,736	\$1,585	\$1,585	\$3,962	\$5,547	
Telephone	16%	16%	19%	17%	4%	4%	10%	14%	\$35,442	\$5,671	\$5,671	\$6,734	\$6,025	\$1,418	\$1,418	\$3,544	\$4,962	
Misc Fixed Charges	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

	Allocation Percentages								WWTF							Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
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%	\$253	\$40	\$40	\$48	\$43	\$10	\$10	\$25	\$35
Professional Services	16%	16%	19%	17%	4%	4%	10%	14%	\$99,613	\$15,938	\$15,938	\$18,926	\$16,934	\$3,985	\$3,985	\$9,961	\$13,946
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%	\$232	\$37	\$37	\$44	\$39	\$9	\$9	\$23	\$32
Audit	16%	16%	19%	17%	4%	4%	10%	14%	\$9,092	\$1,455	\$1,455	\$1,727	\$1,546	\$364	\$364	\$909	\$1,273
Insurance	16%	16%	19%	17%	4%	4%	10%	14%	\$23,757	\$3,801	\$3,801	\$4,514	\$4,039	\$950	\$950	\$2,376	\$3,326
Uncollectable Accounts	16%	16%	19%	17%	4%	4%	10%	14%	\$98	\$16	\$16	\$19	\$17	\$4	\$4	\$10	\$14
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%	\$650	\$104	\$104	\$123	\$110	\$26	\$26	\$65	\$91
Dues	16%	16%	19%	17%	4%	4%	10%	14%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal General & Administrative	16%	16%	19%	17%	4%	4%	10%	14%	\$905,302	\$144,848	\$144,848	\$172,007	\$153,901	\$36,212	\$36,212	\$90,530	\$126,742
<u>Meter Reading</u>																	
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%	\$283,890	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$283,890
GASB 68 Pension Exp							100%	0%	(\$7,080)	\$0	\$0	\$0	\$0	\$0	\$0	-\$7,080	\$0
Office Supplies							50%	50%	\$25,574	\$0	\$0	\$0	\$0	\$0	\$0	\$12,787	\$12,787
Car Allowance								100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Meter Reading							2%	98%	\$302,384	\$0	\$0	\$0	\$0	\$0	\$0	\$5,707	\$296,677
<u>Pretreatment Program</u>																	
Professional Services		43%	25%	22%	5%	5%		0%	\$66,760	\$0	\$28,707	\$16,690	\$14,687	\$3,338	\$3,338	\$0	\$0
Licenses & Permits		43%	25%	22%	5%	5%		0%	\$2,078	\$0	\$893	\$519	\$457	\$104	\$104	\$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%	\$405	\$0	\$174	\$101	\$89	\$20	\$20	\$0	\$0
Conference/Training		43%	25%	22%	5%	5%		0%	\$198	\$0	\$85	\$49	\$44	\$10	\$10	\$0	\$0
Safety Equipment		43%	25%	22%	5%	5%		0%	\$418	\$0	\$180	\$105	\$92	\$21	\$21	\$0	\$0
Office Supplies		43%	25%	22%	5%	5%		0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Pretreatment Program	0%	43%	25%	22%	5%	5%	0%	0%	\$69,858	\$0	\$30,039	\$17,465	\$15,369	\$3,493	\$3,493	\$0	\$0
Total O & M	22%	26%	15%	13%	8%	3%	4%	8%	\$8,660,796	\$1,888,694	\$2,258,052	\$1,329,946	\$1,141,875	\$674,232	\$264,861	\$387,977	\$715,160
<u>Capital Costs</u>																	
<u>Depreciation</u>																	
Sanitary Sewer	80%	0%	0%	0%	0%	0%	10%	10%	\$2,451,684	\$1,961,347	\$0	\$0	\$0	\$0	\$0	\$245,168	\$245,168
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$480,327	\$432,294	\$0	\$0	\$0	\$0	\$0	\$24,016	\$24,016
Disposal Plant	0%	45%	21%	18%	11%	4%	0%	0%	\$1,111,185	\$0	\$501,849	\$232,736	\$202,660	\$127,345	\$46,595	\$0	\$0
Solid Disposal	0%	45%	21%	18%	11%	4%	0%	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Laboratory	0%	30%	35%	15%	10%	10%	0%	0%	\$95	\$0	\$29	\$33	\$14	\$10	\$10	\$0	\$0
Maintenance	0%	43%	25%	22%	5%	5%	0%	0%	\$182,063	\$0	\$78,287	\$45,516	\$40,054	\$9,103	\$9,103	\$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%	2%	98%	\$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
<u>Rate of Return</u>																	
Collection System (Sanitary Sewer)	80%	0%	0%	0%	0%	0%	10%	10%	\$3,007,715	\$2,406,172	\$0	\$0	\$0	\$0	\$0	\$300,772	\$300,772
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$521,381	\$469,243	\$0	\$0	\$0	\$0	\$0	\$26,069	\$26,069
Treatment Facility	0%	45%	21%	18%	11%	4%	0%	0%	\$1,790,853	\$0	\$808,810	\$375,092	\$326,619	\$205,236	\$75,096	\$0	\$0
Total Capital Costs									\$9,545,304	\$5,269,057	\$1,388,975	\$653,377	\$569,347	\$341,694	\$130,804	\$596,025	\$596,025
Subtotal Revenue Requirements									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185
<u>Other Income</u>																	
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									\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185
<u>Summary</u>																	
Allocation of Costs to Function and Classification for User Rates																	

	Allocation Percentages									WWTF						Customer	
	Conv	Flow	BOD	TSS	P	NH3-N	Cst	Cnn	2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
									2024 Actual Expenses	Conveyance System	Flow	BOD	TSS	P	TKN	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	70%	2%	2%	2%	0%	0%	10%	13%	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	90%	0%	0%	0%	0%	0%	5%	5%	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	0%	42%	22%	18%	12%	4%	1%	1%	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total	39%	20%	11%	9%	6%	2%	5%	7%	18,206,100	7,157,751	3,647,027	1,983,322	1,711,222	1,015,926	395,665	984,003	1,311,185

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:	Prior Year Actual Expenses	Conveyance System	Flow	BOD	TSS	P	NH3-N	Billing	Meter/Conn
San Sewer, Admin Pretreatment, Meter Reading	City Customers Only	\$8,486,563	\$5,912,063	\$174,887	\$189,472	\$169,270	\$39,705	\$39,705	\$817,139	\$1,144,322
Pumping Stations	All Customers except Sunset	\$1,384,097	\$1,245,687	\$0	\$0	\$0	\$0	\$0	\$69,205	\$69,205
Treatment	All Customers	\$8,335,439	\$0	\$3,472,139	\$1,793,850	\$1,541,952	\$976,221	\$355,960	\$97,659	\$97,659
Total		\$18,206,100	\$7,157,751	\$3,647,027	\$1,983,322	\$1,711,222	\$1,015,926	\$395,665	\$984,003	\$1,311,185

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	817,139	24,197	\$33.77
Meter/Connection Charge	1,144,322	32,441	\$35.27

Meter Size	Equiv Ratio	Meter/Connection Charge	Customer Charge	Total Fixed Charge
5/8"	1	\$35.27	\$33.77	\$69.04
3/4"	1	\$35.27	\$33.77	\$69.04
1"	2.5	\$88.19	\$33.77	\$121.96
1 1/4"	3.75	\$132.28	\$33.77	\$166.05
1 1/2"	5	\$176.37	\$33.77	\$210.14
2"	8	\$282.20	\$33.77	\$315.97
3"	15	\$529.12	\$33.77	\$562.89
4"	25	\$881.86	\$33.77	\$915.63
6"	50	\$1,763.72	\$33.77	\$1,797.49
8"	80	\$2,821.96	\$33.77	\$2,855.73
10"	125	\$4,409.31	\$33.77	\$4,443.08
12"	175	\$6,173.03	\$33.77	\$6,206.80

Volumetric Charges

Charge Type	Cost	Billable Units (Cu. Ft or lbs)	Rate/Unit
Flow Charge per 100 CF	\$174,887	1,957,358	\$0.09
Conveyance Charge per 100 CF	\$5,912,063	1,939,752	\$3.05
BOD Charge per lb.	\$189,472	4,250,576	\$0.04
TSS Charge per lb.	\$169,270	5,099,326	\$0.03
P Charge per lb.	\$39,705	117,728	\$0.34
NH3-N Charge per lb.	\$39,705	424,302	\$0.09
BOD Charge per 100 CF			\$0.07
TSS Charge per 100 CF			\$0.05
P Charge per 100 CF			\$0.02
NH3-N Charge per 100 CF			\$0.01

Total Volumetric Rate per 100 Cu. Ft \$3.29

Pumping Stations User Rate Calculations (City, Blackwolf, Island View, Winnebago, Edgewood SD's)

Fixed Charges (Annual)

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	69,205	24,197	\$2.86
Meter/Connection Charge	69,205	32,441	\$2.13

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$2.13	\$2.86	\$4.99
3/4"	1	\$2.13	\$2.86	\$4.99
1"	2.5	\$5.33	\$2.86	\$8.19
1 1/4"	3.75	\$8.00	\$2.86	\$10.86
1 1/2"	5	\$10.67	\$2.86	\$13.53
2"	8	\$17.07	\$2.86	\$19.93
3"	15	\$32.00	\$2.86	\$34.86
4"	25	\$53.33	\$2.86	\$56.19
6"	50	\$106.66	\$2.86	\$109.52
8"	80	\$170.66	\$2.86	\$173.52
10"	125	\$266.66	\$2.86	\$269.52
12"	175	\$373.32	\$2.86	\$376.19

Volumetric Charges

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Conveyance Charge per 100 CF	\$1,245,687	5,524,723	\$0.23
Total Volumetric Rate per 100 Cu. Ft			\$0.23

Treatment Facility User Rate Calculations (All Customers)

Fixed Charges (Annual)

<u>Charge Type</u>	<u>Costs</u>	<u>Billable Units</u>	<u>Rate</u>
Customer Charge	97,659	24,197	\$4.04
Meter/Connection Charge	97,659	32,441	\$3.01

<u>Meter Size</u>	<u>Equiv Ratio</u>	<u>Meter/Connection Charge</u>	<u>Customer Charge</u>	<u>Total Fixed Charge</u>
5/8"	1	\$3.01	\$4.04	\$7.05
3/4"	1	\$3.01	\$4.04	\$7.05
1"	2.5	\$7.53	\$4.04	\$11.56
1 1/4"	3.75	\$11.29	\$4.04	\$15.32
1 1/2"	5	\$15.05	\$4.04	\$19.09
2"	8	\$24.08	\$4.04	\$28.12
3"	15	\$45.16	\$4.04	\$49.19
4"	25	\$75.26	\$4.04	\$79.30
6"	50	\$150.52	\$4.04	\$154.56
8"	80	\$240.83	\$4.04	\$244.87
10"	125	\$376.30	\$4.04	\$380.34
12"	175	\$526.82	\$4.04	\$530.86

Volumetric Charges (All Customers)

<u>Charge Type</u>	<u>Cost</u>	<u>Billable Units (Cu. Ft or lbs)</u>	<u>Rate/Unit</u>
Flow Charge per 100 CF	\$3,472,139	5,807,382	\$0.60
BOD Charge per lb.	\$1,793,850	4,806,665	\$0.37
TSS Charge per lb.	\$1,541,952	5,655,415	\$0.27
P Charge per lb.	\$976,221	139,971	\$6.97
NH3-N Charge per lb.	\$355,960	479,911	\$0.74
BOD Charge per 100 CF			\$0.58
TSS Charge per 100 CF			\$0.43
P Charge per 100 CF			\$0.44
NH3-N Charge per 100 CF			\$0.12
Total Volumetric Rate per 100 Cu. Ft			\$2.16

Wastehauler Charges

Septic Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$23.46
TSS Charge per 100 Cu. Ft	\$28.62
P Charge per 100 Cu Ft.	\$13.68
NH3-N Charge per 100 Cu. Ft	\$0.78
Total	\$67.23

Holding Tank Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$1.30
TSS Charge per 100 Cu. Ft	\$1.53
P Charge per 100 Cu Ft.	\$0.91
NH3-N Charge per 100 Cu. Ft	\$0.26
Total	\$4.69

Porta Potty Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$11.73
TSS Charge per 100 Cu. Ft	\$17.17
P Charge per 100 Cu Ft.	\$11.40
NH3-N Charge per 100 Cu. Ft	\$0.52
Total	\$41.51

Mixed Load Waste Charges

Flow Charge per 100 Cu. Ft	\$0.69
BOD Charge per 100 Cu. Ft	\$2.35
TSS Charge per 100 Cu. Ft	\$1.72
P Charge per 100 Cu Ft.	\$2.05
NH3-N Charge per 100 Cu. Ft	\$0.65
Total	\$7.45

Rate Summary

	City (Inside)
Fixed charge per connection	\$81.08
Rate per 100 Cu. Ft	\$5.68
BOD rate per lb.	\$0.418
TSS rate per lb.	\$0.306
P rate per lb.	\$7.312
NH3-N Charge per lb.	\$0.835

Outside User Rate Calculations Rate Summary

City of Oshkosh, WI



Monthly Charges - Sunset Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Algoma Sanitary District

Volumetric Rate per 100 Cubic Feet	\$2.16
------------------------------------	--------

Monthly Charges - Blackwolf, Winnebago, Island View, Edgewood Sanitary Districts

Volumetric Rate per 100 Cubic Feet	\$2.38
------------------------------------	--------

Summary of Projected Revenues by Sanitary District

	Annual Revenue
Algoma SD	\$560,723.64
Sunset SD	\$10,706.12
Blackwolf SD	\$157,694.93
Island View SD	\$46,677.43
Edgewood Shangri-la SD	\$6,879.81
Winnebago SD	\$6,667.86
Totals	\$789,349.79

ADDENDUM D

This Addendum presents terms that are unique and targeted to the District. These terms are incorporated into and become part of the Agreement.

1. Pursuant to Paragraph 5 of the Winnebago Area Intergovernmental Utility Service Agreement, dated June 10, 2020, this Agreement shall replace the terms of the Winnebago Area Intergovernmental Service Agreement in relation to Sanitary Service in all respects.

For the avoidance of doubt, the prior Agreement provided a means for billing based upon water service with an I&I factor adjustment, this Agreement provides that for residential properties that do not flow through a meter a REC will be used. Those properties that will be billed by a REC are identified on Addendum A to this Agreement.

Also for the avoidance of doubt, the term of the June 10, 2020 Winnebago Area Intergovernmental Utility Service Agreement, pursuant to Paragraph 5, is hereby amended to coincide with the term of this Agreement.

2. The District currently serves two commercial properties, generally identified as 4060 County Road A, Winnebago, WI 54985 (a postal office) and 4050 County Road A, Oshkosh, WI 54901 (a bait and tackle shop) which they have requested be billed using a REC charge. The City is agreeable to using a REC charge upon review of the annual flow which shall be provided by the District. Further, the District shall notify the City promptly of any change of use for these properties and the City reserves the right require metering (through wastewater or water flow meters) if the usage of either property increases or changes.

ADDENDUM E

Purchase of Additional Capacity

The District may request to purchase additional capacity within the WWTP and WWTP collection system. Requests will be reviewed by the City based upon the current and anticipated system capacity at the time of the request.

If the system capacity will support additional capacity from the requesting District, the City may agree and the District will purchase that capacity by taking the amount of accumulated depreciation on all assets that are or will be used by the district, including but not limited to the WWTP, interceptors, force mains and lift stations, and multiplying this amount by the increase in the percentage of capacity in the WWTP and in the lift station or other assets allocated to any District under the new agreement. To the extent that a District may use or benefit from a lift station(s), they will be required to purchase the additional capacity based on the value of the accumulated depreciation on the lift station(s) which would be evaluated at the time of purchase.

The District would pay for depreciation expense and return on investment on the undepreciated balance of WWTP and other assets used by the district through its sewer user charges as provided for in the new agreement.

In no case shall the City be obligated to enlarge or otherwise modify its collection system or the WWTP to provide for additional capacity.

Example Calculation for 0.1 Percent of WWTP Capacity (20,000 gallons per day) with no lift station:

Interceptor Sewers – Accumulated Depreciation	\$ 3,928,713
WWTP – Accumulated Depreciation	\$40,085,432
Total	\$44,014,145
	<u> x 0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 44,014

Additional Buy-in Lift Stations:

Lift-Station Cost	\$8,799,502
	<u> X0.1%</u>
Buy-In per 0.1% Capacity Allocation	\$ 8,800

Buy-In per 0.1% Capacity Allocation WWTP & Lift Station \$ 52,814



TO: Honorable Mayor and Members of the Common Council
FROM: Sara Rutkowski, Community Development Director
DATE: October 28, 2025
SUBJECT: Res 25-547 Authorize submitting application to Wisconsin Economic Development Corporation for Community Development Investment Grant Program for the ADVOCAP Childcare Incubator

BACKGROUND

Staff is proposing to submit a CDI grant application to WEDC on behalf of the ADVOCAP Childcare Incubator project. The grant amount shall not exceed \$250,000 and the funds will be used to redevelop parcel 1527190100, located along the 3800 block of Jackson Street.

ADVOCAP is proposing a commercial project consisting of a multi-unit daycare development with surface parking lots, other infrastructure, and site improvements, that will address the childcare crisis and support Oshkosh workforce growth. The proposed project will convert existing vacant land into a daycare facility and host the City's only childcare incubator that will allow at-home daycares to transition their business into a commercial space.

ANALYSIS

ADVOCAP will utilize the WEDC funds and other grant funds to assist with the redevelopment of 3820 Jackson Street. The proposed commercial development aligns with the city's Comprehensive Plan.

City staff has worked with ADVOCAP's representatives in preparing the grant application. A grant development agreement will need to be approved by Common Council at a future meeting which will outline how the grant funds will be disbursed and other WEDC requirements that need to be followed by the City and the developers.

FISCAL IMPACT

There are no City funds included in the WEDC CDI grant application or implementation. The Developer will be paying for City's staff time for grant administration - mainly the grant draws as necessary.

RECOMMENDATION

Staff recommends that Common Council approves the submission of the WEDC CDI grant application and accepts the WEDC CDI grant funds should they be awarded to the City.

Attachments

10/28/2025

25-547

RESOLUTION

CARRIED

4-0

PURPOSE: AUTHORIZE SUBMITTING APPLICATION TO WISCONSIN ECONOMIC DEVELOPMENT CORPORATION FOR COMMUNITY DEVELOPMENT INVESTMENT GRANT PROGRAM FOR THE ADVOCAP CHILDCARE INCUBATOR; ACCEPT FUNDS

INITIATED BY: COMMUNITY DEVELOPMENT DEPARTMENT

the Wisconsin Economic Development Corporation (WEDC) has grant funds available for projects to support local initiatives by providing financial incentives for (re)development projects that are shovel-ready, community driven and with an emphasis on, but not limited to, downtown projects; and

WHEREAS, local municipalities are an eligible applicant and can apply for said grant funds; and

WHEREAS, the City is applying for said grant funds for the ADVOCAP proposed commercial project on the 3800 block of Jackson Street to offset development costs incurred.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the proper City officials are hereby authorized to submit a Community Development Investment grant application on behalf of ADVOCAP to Wisconsin Economic Development Corporation to obtain funds for said purpose.

BE IT FURTHER RESOLVED that if said grant funds are awarded, the proper City officials are hereby authorized and directed to accept said funds, pursuant to the terms of the grant application, and to execute any and all documents and assurances which may be required for purposes of same.



TO: Honorable Mayor and Members of the Common Council
FROM: Ray Maurer, Parks Director
DATE: October 28, 2025
SUBJECT: Res 25-548 Accept Quarry Park master plan (Advisory Parks Board and Plan Commission recommend accepting)

BACKGROUND

Quarry Park is an 8.02-acre parcel located on the south side of Oshkosh on the corner of Knapp Street, Florida Avenue and W. 17th Avenue. The Park consists of property from three adjacent quarries that date back to the 19th century. William Faber's Oshkosh Stone Company (50 feet deep) was the last quarry to close, operating until 1954. The City of Oshkosh purchased or leased most of the land for sanitary landfills by 1962. By 1968, the three landfills had been filled and plans were made for grading, fencing and adding park facilities. In 2010, the city installed a vent system in the former quarry to safely manage methane levels. In 2024, the city hired Rettler Corporation, a Stevens Point based landscape architecture, engineering, and design firm to assist with creating the Quarry Park Master Plan.

Several community input meetings were held with the neighborhood residents to listen to thoughts, concerns, and desires for the space. The first meeting was held on April 30, 2024, with city parks staff, AECOM staff, and several neighborhood association members. Significant topics included the site history and constraints. A review meeting was held with the DNR on March 27, 2025, to verify what was permissible and what would not be possible. The second community input meeting was held on May 19, 2025, in which various potential amenities were discussed, and enough input gained to create two concept plans. The third meeting was conducted on July 28, 2025, in which both concepts were presented and further input solicited. At this meeting, the group was unanimous in their decision that Concept 2, with some modifications, should become the basis for the master plan. The Parks Department staff suggested some revisions as well. After making these changes, a cost estimate was developed for the preferred concept, and both were presented to the Advisory Park Board on September 8, 2025, where the Plan was unanimously recommended for approval. Planning staff has reviewed the Plan and is requesting the Plan Commission make a determination that it is consistent with the City's Comprehensive Plan.

ANALYSIS

The Quarry Park Master Plan is consistent with the goals listed in the recently adopted Comprehensive Outdoor Recreation Plan (CORP) calling for developing long-range master plans for parks within the system. This plan also does not have any conflicts with the City's Comprehensive Plan or the Zoning Ordinance.

RECOMMENDATION

The Advisory Parks Board and the Plan Commission each recommend accepting the Quarry Park Master Plan. Please see the attached staff report for more information.

Attachments

Res 25-548

Quarry Park Master Plan

10/28/2025

25-548

RESOLUTION

CARRIED

4-0

PURPOSE: ACCEPT QUARRY PARK MASTER PLAN

INITIATED BY: PARKS DEPARTMENT

ADVISORY PARKS BOARD RECOMMENDATION: Accept

PLAN COMMISSION RECOMMENDATION: Accept

WHEREAS, the City of Oshkosh adopted a Comprehensive Outdoor Recreation Plan in 2024; and

WHEREAS, comprehensive plans provide a means of identifying, analyzing, promoting and responding to changes in the community; and

WHEREAS, a comprehensive plan assists the City in the preparation of and competition for grants to improve park services and facilities; and

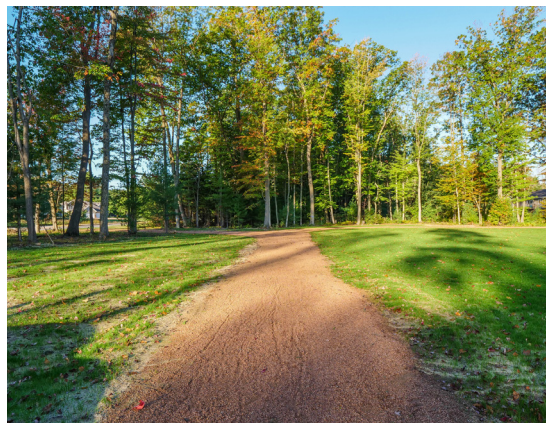
WHEREAS, the Comprehensive Outdoor Recreation Plan recommended development of a Quarry Park Master Plan;

WHEREAS, the plan has been reviewed by the Advisory Parks Board and Plan Commission; and

WHEREAS, said plan will serve as a guide for making future decisions relating to improvements and development of Quarry Park

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the Quarry Park Master Plan is hereby accepted and filed as guidance for future improvements and development of the park.

Quarry Park Master Plan



DRAFT | October 2025
Project No. 25.016

Oshkosh, Wisconsin



Prepared for:

City of Oshkosh Parks Department
805 Witzel Avenue
Oshkosh, WI 54902



Prepared by:

Rettler Corporation
3317 Business Park Drive
Stevens Point, WI 54482

October 2025

ACKNOWLEDGEMENTS

The following persons provided critical input, support, and critique in the development of this document. The City of Oshkosh and Rettler Corporation wish to thank the following people for their time and assistance in developing this plan.

City of Oshkosh City Council:

Matt Mugerauer, Mayor
Joseph Stephenson, Deputy Mayor
Karl Buelow, Council Member
Brad Spanbauer, Council Member
Jacob Floam, Council Member
Kris Larson, Council Member
DJ Nichols, Council Member

City of Oshkosh Advisory Park Board:

Tim Franz, Seat 1
Becky Metz, Seat 2
Lester Millette, Seat 3
Amy Davis, Seat 4
Jacob Floam, Council Rep.
Devon Hudak, Alternate 1
Steven Herman, Alternate 2

City of Oshkosh Staff:

Ray Maurer, Parks Director
Chad Dallman, Assistant Parks Director
Travis Derks, Landscape Operations Manager/City Forester
Jenny McCollian, Revenue Facilities Manager

Rettler Corporation:

John Kneer, ASLA, PLA, President
Rebecca Ramirez, PLA

TABLE OF CONTENTS

Master Plan

1.0 Introduction.....1

2.0 Site Analysis.....3

3.0 Needs Assessment.....7

4.0 Master Plan Development8

5.0 Cost Overview12

6.0 Conclusion.....13

7.0 References14

Appendix

A. Detailed Cost Estimate

1.0 INTRODUCTION

Quarry Park consists of property from three adjacent quarries that date back to the 19th century.

William Faber's Oshkosh Stone Company (50 feet deep) was the last quarry to close, operating until 1954. The City of Oshkosh then purchased or leased most of the land for sanitary landfills by 1962. By 1968, the three landfills had been filled and plans were made for grading, fencing and adding park facilities.

In 2010, the city installed a vent system in the former quarry to safely manage methane levels.

In 2025 the city partnered with Rettler Corporation, a Stevens Point based landscape architecture, engineering, and design firm to create the following Quarry Park Master Plan.



*Aerial view captured in 1937, illustrating historical quarry activity.
Photo courtesy of the GeoData@Wisconsin, Aerial Photography, Winnebago County, WI 1937.*

Project Milestones

April 30, 2024 Quarry Park Listening Session

March 27, 2025 Quarry Park Discussion with DNR

May 1, 2025 Follow Up Meeting (virtual)

May 19, 2025 Neighborhood Input Meeting

July 28, 2025 Neighborhood Input Meeting 2

Sept 8, 2025 Advisory Park Board Presentation

Oct 21, 2025 Plan Commission Presentation

2.0 SITE ANALYSIS

Quarry Park is situated between Florida Avenue, Knapp Street, and W 17th Avenue, in the south-central part of the City of Oshkosh.

Parcel #: 91307010000

Size: 8.02 acres

Address: 925 Florida Avenue

The site is predominately composed of open green space with only a few trees, all of which are located along the perimeter. In consequence of its former usage and history of fill, the site is undulating and rather flat, though sloping gently toward the east. The western two thirds are roughly four feet above the eastern third, with some brief 3% and 4% slopes between them.

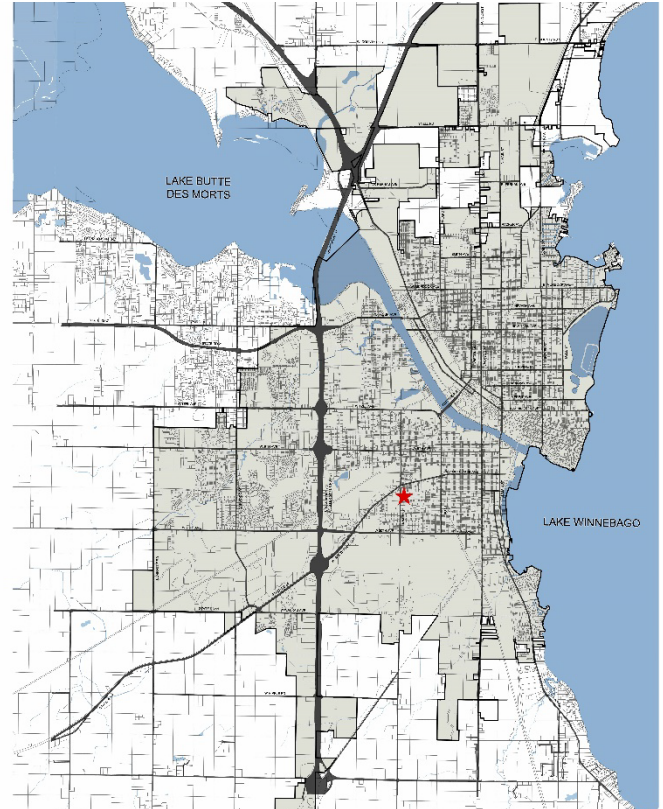
The lowest point is in the northeast corner. The highest point is at the southwest corner.

Access is either by car, with street parking along Florida Avenue and W 17th Avenue, or by foot utilizing the local sidewalks and road crossings.

According to the Wisconsin Department of Natural Resources Surface Water Data Viewer, there are no wetlands on the site, however there is one area of wetland indicator soils hatch in the middle of the eastern edge. A wetland delineation may be required before construction.

While the surrounding area is composed of 7314B2 Kewaunee Silt Loam according to USDA NRCS Web Soil Survey, it's uncertain what is actually in Quarry Park, given the site's history of fill.

Please refer to the following maps showing landfill limits, wetland indicator soils extents, and the site analysis.





EXISTING SITE KEYNOTES

- ① FORMER PARKING LOT
- ② FORMER PARK PAVILION
- ③ EXISTING PARK SIGN
- ④ EXISTING TREES 



CITY OF OSHKOSH
 QUARRY PARK ■ EXISTING SITE
 925 FLORIDA AVENUE ■ OSHKOSH, WI 54904



0' 40' 80' 120'
 RETTLER CORP. PROJECT # • 25.016
 DATE • 07.21



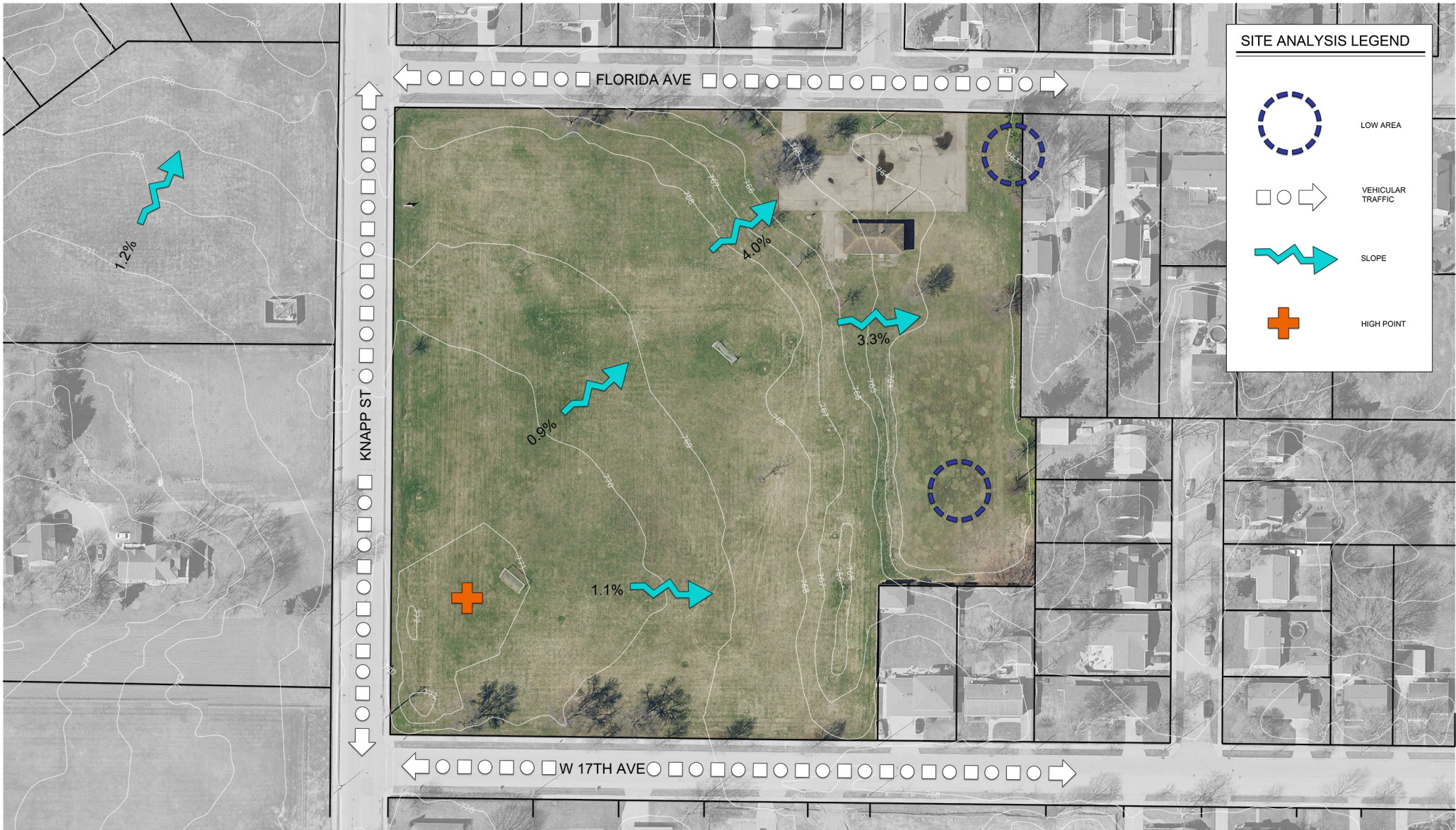
CITY OF OSHKOSH
 QUARRY PARK ■ WETLANDS & INLAND
 925 FLORIDA AVENUE ■ OSHKOSH, WI 54904



0' 40' 80' 120'
 RETTLER CORP. PROJECT # • 25.016
 DATE • 07.21



• 3317 BUSINESS PARK DRIVE, STEVENS POINT, WI 54482
 • TELEPHONE: 920-264-1234 • FAX: 920-215-341 • 0431
 • EMAIL: info@rettlerr.com • WEBSITE: WWW.RETLER.COM



CITY OF OSHKOSH
 QUARRY PARK ■ SITE A N
 925 FLORIDA AVENUE ■ OSHKOSH, WI 54904



0' 40' 80' 120'
 RETTLER CORP. PROJECT # • 25.016
 DATE • 0 7 . 2 1



• 3317 BUSINESS PARK DRIVE, STEVENS POINT, WI 54482
 • TELEPHONE 715-261-2611 • 715-341-0431
 • EMAIL: INFO@RETTLER.COM • WWW.RETTLER.COM

3.0 NEEDS ASSESSMENT

Several community input meetings were held with the neighborhood residents to listen to thoughts, concerns, and desires for the space.

The first meeting was held on April 30, 2024 with city parks staff, Paul Timm from AECOM, and several neighborhood association members. The parks director introduced the background, goals, and consultant. Then John Kneer with Rettler Corporation took the floor, describing the listening session and general park master planning process. After a brief presentation, he opened the discussion for comments and questions. Significant topics included the site history and constraints.



A review meeting was held with the DNR on March 27, 2025 to verify what was permissible and what would not be possible.

The second community input meeting was held May 19, 2025, in which various potential amenities were discussed and enough input gained to create two concept plans.

The third meeting was conducted on July 28, 2025 in which both concepts were presented and further input solicited. At this meeting, the group was unanimous in their decision that Concept 2, with some modifications, should become the base for the master plan. The Oshkosh Parks Department staff suggested some revisions as well.

After making these changes, a cost estimate was developed for the preferred concept, and both were presented to the Advisory Park Board on September 8, 2025.

4.0 MASTER PLAN DEVELOPMENT

CONCEPT 1

In this concept, 6-ft wide gravel trails form two large loops within the park. Entry trail connections, decorated with stone outcroppings and native plantings, connect each corner of the park to the loop. A central viewing area is positioned at the top of the 3-4% slope transition. Near the center of the site, an east-west 300'x150' mowed multiuse grass area is preserved for impromptu neighborhood games. Large parts of the site will be dedicated to naturalized prairie areas with educational signage. Site amenities include boulder seating and picnic tables. Existing trees are preserved and approximately nine additional trees will be added in areas well outside the landfill limits. A park identification sign will be placed near the northwest corner.

CONCEPT 2

In this concept, the 6-ft wide gravel trails intersect the park, connecting the corners and providing paths through the park. Access points with landscaped stone outcroppings remain at each corner of the park. The trails meet at the center of the site in a small loop decorated with more outcroppings and seating. A viewing area is positioned at the top of the 3-4% slope transition. The 300'x150' multiuse grass field area has been rotated to run north-south and is located in north-central part of the site. Naturalized prairie areas with educational signage are positioned to accommodate the paths and playing field. Site amenities include boulder seating and picnic tables. Existing trees are preserved and approximately twelve additional trees will be added in areas well outside the landfill limits. A park identification sign will be placed near the northwest corner.

MASTER PLAN

Concept 2 was preferred by a substantial margin. An intersecting trail through the park was selected in place of looped trails to better reflect community preferences and site accessibility goals.

Changes from Concept 2 included altering the prairie areas somewhat, revising some path connections, and the addition of musical play equipment to the center of the park, creating something unique for children to interact with and encourage creative play.

Construction may be phased, as funds allow.



CITY OF OSHKOSH
QUARRY PARK ■ CONCEPT 1
925 FLORIDA AVENUE ■ OSHKOSH, WI 54904



0' 40' 80' 120'
 RETTLER CORP. PROJECT # ■ 25.016
 DATE ■ 07.21

RETTLER
 corporation
 3317 BUSINESS PARK DRIVE, STEVENS POINT, WI 54482
 TELEPHONE 920-746-2631 • 920-715-341 (D-43)
 EMAIL: INFO@RETTLE.COM • WWW.RETTLE.COM
Page 16





5.0 COST OVERVIEW

The following site development cost ranges have been derived from 2024 actual project construction costs. Redevelopment may be phased; therefore, the total cost should be evaluated by both individual elements and their phasing potential.

Earthwork and Demolition	\$97,900.00
Utilities	\$15,000.00
Native Seeding Area	\$45,800.00
Walking Trails	\$58,400.00
Musical Play Equipment	\$32,100.00
Miscellaneous Amenities (Seating, Signage, Stone Outcroppings, etc.)	\$175,000.00
Construction Items Total	\$424,200.00
Contingency (at 10%)	\$42,500.00
Construction Estimate Subtotal	\$466,700.00
Geotechnical Borings	\$15,000.00
Project Soft Costs	\$39,670.00
Summary - Project Total	\$521,370.00

(See Appendix A for detailed cost estimate line items)

6.0 CONCLUSION

Quarry Park is an important resource to the surrounding community, as well as a memorial to Oshkosh's limestone quarrying legacy. Not far away is the Robert Lutz house, designed by architect William Waters using stone from the nearby Lutz-owned quarry.

The goal of the Quarry Park Master Plan is to transform the current open green space into a more functional park while addressing environmental concerns. Although Quarry Park's status as a former landfill precludes many of the usual park amenities, with careful planning and a creative approach, the space can be transformed into a peaceful and scenic environment with abundant trails for recreation.

The naturalized prairie areas offer a range of ecological and educational benefits. These areas will require minimal maintenance while supporting biodiversity, providing habitat for pollinators, birds, and other wildlife. At the heart of the park, a musical garden designed for children serves as an engaging and interactive centerpiece.

We believe that redeveloping Quarry Park, following the input and concepts included in this document, will result in Quarry Park's return to a focal point in the neighborhood and its continued position as an integral part of the City of Oshkosh Park System.

7.0 REFERENCES

- City of Oshkosh. Information about parks, boards and committees, and GIS information. Retrieved from URL:
 - <https://www.oshkoshwi.gov/>
- Oshkosh Parks Department. Ray Maurer, Parks Director, and other department staff and members, provided important information regarding the current needs and recommendations for the City of Oshkosh.
- USDA Natural Resources Conservation Service Web Soil Survey.
 - <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>
- Winnebago County Wisconsin. Mapping and GIS information. Retrieved from URL:
 - <https://www.winnebagoountywi.gov/405/GIS-Department>
 - <https://www.winnebagoountywi.gov/407/Data-Download>
- Wisconsin Department of Natural Resources. Surface Water Data Viewer. Retrieved from URL:
 - <https://dnrmapping.wi.gov/H5/?Viewer=SWDV>

APPENDIX

Appendix A

Detailed Cost Estimate

PRELIMINARY COST ESTIMATE

City of Oshkosh
Oshkosh, Wisconsin
September 2, 2025
Quarry Park Redevelopment
Rettler Project No.: 25.016



Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
EARTHWORK / DEMOLITION						\$97,900.00
1.	Mobilization	L.S.	1	\$38,500.00	\$38,500.00	
2.	General Demolition	L.S.	1	\$5,000.00	\$5,000.00	
3.	Strip and Remove Topsoil, 6-inch depth	S.Y.	2,880	\$8.00	\$23,040.00	
4.	Strip Topsoil, 6-inch depth	S.Y.	1,220	\$3.00	\$3,660.00	
5.	Place Screened Topsoil, 6-inch depth	S.Y.	1,220	\$3.00	\$3,660.00	
6.	Seed/Fertilize/Mulch Common Green Space (disturbed area along trails and outcroppings)	S.F.	25,000	\$0.50	\$12,500.00	
7.	Erosion Control	L.S.	1	\$10,000.00	\$10,000.00	
8.	Tracking Pad	EACH	1	\$1,500.00	\$1,500.00	
UTILITIES						\$15,000.00
9.	Stormwater Management Allowance	L.S.	1	\$15,000.00	\$15,000.00	
NATIVE SEEDING AREA						\$45,800.00
10.	Native Seeding Area (Seed/Fertilize/Mulch)	S.F.	91,600	\$0.50	\$45,800.00	
WALKING TRAILS						\$58,400.00
11.	Crushed Limestone @ 2" depth	S.Y.	2,880	\$8.00	\$23,040.00	
12.	Base Aggregate Dense, 1-1/4-Inch, 6" depth	S.Y.	2,880	\$10.00	\$28,800.00	
13.	Geotextile Fabric	S.Y.	2,880	\$2.25	\$6,480.00	
MUSICAL PLAY EQUIPMENT						\$32,100.00
14.	Musical Playground Equipment	PIECE	5	\$6,000.00	\$30,000.00	
15.	Concrete, 5-inch depth (equipment area)	S.F.	255	\$7.00	\$1,785.00	
16.	Dense Graded Base, 6-inch depth (equipment area)	S.Y.	31	\$7.00	\$218.17	
MISCELLANEOUS AMENITIES						\$175,000.00
17.	Site Furniture Allowance	L.S.	1	\$15,000.00	\$15,000.00	
18.	Site Outcropping Allowance	L.S.	1	\$125,000.00	\$125,000.00	
19.	Educational Signage Allowance	L.S.	1	\$10,000.00	\$10,000.00	
20.	Park Identification Sign	L.S.	1	\$15,000.00	\$15,000.00	
21.	Site Landscaping Allowance (trees and plantings)	L.S.	1	\$10,000.00	\$10,000.00	
SUMMARY						
CONSTRUCTION ITEMS TOTAL:						\$424,200.00
CONTINGENCY at 10%:						\$42,500.00
CONSTRUCTION ESTIMATE SUBTOTAL:						\$466,700.00
SURVEY & GEOTECHNICAL BORINGS						\$15,000.00
DNR PERMITTING & APPROVALS						TBD
PROJECT SOFT COSTS						\$39,670.00
SUMMARY - PROJECT TOTAL						\$521,370.00
Notes:						
Topographic Survey not completed at time of study. Existing base map may impact cost estimate.						
Geotechnical study not completed at time of study. Soil conditions may impact cost estimate.						



TO: Honorable Mayor and Members of the Common Council

FROM: James Rabe, Director of Public Works

DATE: October 28, 2025

SUBJECT: Res 25-549 Approve Wastewater Utility Operating Budget Amendment and Quote from Centrisys for Repair of Wastewater Treatment Plant Centrifuge (\$84,140.00)

BACKGROUND

The Wastewater Treatment Plant (WWTP) utilizes two (2) Alfa Laval centrifuges for the dewatering of biosolids as part of the wastewater treatment process. These centrifuges were originally installed in 1996 and have been maintained and upgraded, as needed. The biosolids generated are beneficially re-used through the application to agricultural fields in strict compliance with Wisconsin Department of Natural Resources (WDNR) requirements.

The centrifuges undergo annual cleaning and inspection by WWTP staff, and more frequently, if needed. Operations staff noticed an increasing vibration and lower process efficiency with the #2 centrifuge after dewatering one (1) of the anaerobic digesters for a 5-year cycle cleaning earlier this year. Staff partially disassembled and cleaned all accessible areas in hopes of eliminating the vibration. These attempts were unsuccessful and the machine has exhibited higher bearing oil temperatures, higher vibration sensor readings, higher amperage draw on the motors, and decreased efficiency resulting in a higher per-ton cost to dewater solids.

Plant staff provided internal pictures and diagnostic readings to Centrisys, the company who inspects, repairs, and rebuilds our centrifuges when needed. Upon their recommendation, we shipped the centrifuge to their facility in Kenosha, Wisconsin, where they did a complete disassembly and inspection. This inspection indicated several internal components were significantly worn and out of tolerance, leading to the poor performance of the machine. A detailed report of their findings was provided to staff.

The WWTP is currently running with a single centrifuge and has no backup for dewatering solids if the remaining centrifuge should fail. Alternative sludge/solids removal methods would be extremely costly and require permission from other governing agencies. The inability to process solids would jeopardize the operation of the WWTP and could result in permit violations and corresponding administrative fines and penalties from the WDNR.

ANALYSIS

The WWTP's dewatering centrifuges are very specialized equipment. This work needs to be performed by a company that has experience with this type of equipment. Centrisys has performed this work for the WWTP in the past and has done an excellent job at providing this service in an efficient and cost-effective manner.

FISCAL IMPACT

Funding for this repair is in the 2025 Wastewater Utility Operating Budget (Account No. 05511941-6417/Solid Disposal-3rd Party Contracted Service). The budget will be increased by

\$60,000 to address this cost.

RECOMMENDATION

Chapter 12 of the *Municipal Code of the City of Oshkosh* provides that services of a specialized nature, including purchases, may be made without a formal competitive bidding process when the purchase is from only one source of supply or when standardization or compatibility is the overriding consideration. I have reviewed the quote and, in accordance with **Section 12-11** of the Code, I am hereby recommending the Common Council approve this purchase and amending the Wastewater Utility Operating Budget.

Attachments

Res 25-549
Centrisys Quote

10/28/2025

25-549

RESOLUTION

CARRIED

4-0

PURPOSE: APPROVE WASTEWATER UTILITY OPERATING BUDGET AMENDMENT AND QUOTE FROM CENTRISYS FOR REPAIR OF WASTEWATER TREATMENT PLANT CENTRIFUGE (\$84,140.00)

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Wastewater Treatment Plant utilizes two Alfa Laval centrifuges for the dewatering of biosolids as part of the wastewater treatment process and these centrifuges undergo annual cleaning and inspection by WWTP staff, and more frequently, if needed; and

WHEREAS, Operations staff noticed an increasing vibration and lower process efficiency with the #2 centrifuge after dewatering one (1) of the anaerobic digesters for a 5-year cycle cleaning earlier this year; and

WHEREAS, staff partially disassembled and cleaned all accessible areas in hopes of eliminating the vibration; and

WHEREAS, these attempts were unsuccessful and the machine has exhibited higher bearing oil temperatures, higher vibration sensor readings, higher amperage draw on the motors, and decreased efficiency resulting in a higher per-ton cost to dewater solids; and

WHEREAS, Plant staff provided internal pictures and diagnostic readings to Centrisys, the company who inspects, repairs, and rebuilds our centrifuges when needed, and upon their recommendation, we shipped the centrifuge to their facility in Kenosha, Wisconsin, where they did a complete disassembly and inspection; and

WHEREAS, this inspection indicated several internal components were significantly worn and out of tolerance, leading to the poor performance of the machine; and

WHEREAS, the Wastewater Treatment Plant is currently running with a single centrifuge and has no backup for dewatering solids if the remaining centrifuge should fail; and

WHEREAS, alternative sludge/solids removal methods would be extremely costly and require permission from other governing agencies; and the inability to process solids would jeopardize the operation of the WWTP and could result in permit violations and corresponding administrative fines and penalties from the WDNR; and

WHEREAS, the Wastewater Treatment Plant's dewatering centrifuges are very specialized equipment and this work needs to be performed by a company that has experience with this type of equipment; and

WHEREAS, Centrisys has performed this work for the Wastewater Treatment Plant in the past and has done an excellent job at providing this service in an efficient and cost-effective manner; and

WHEREAS, the Common Council has adopted the 2025 Wastewater Utility Operating Budget, which is on file in the Office of the City Clerk and available for public inspection; and

WHEREAS, it is necessary to amend the 2025 Wastewater Utility Operating Budget to add additional funding for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the 2025 Wastewater Utility Operating Budget, on file in the City Clerk's Office, is hereby amended as follows:

Increase Account No. 05511941-6417-00000 (Solid Disposal-3rd Party Contracted Service) by \$60,000.

BE IT FURTHER RESOLVED that the proper City officials are hereby authorized to enter into and take those steps necessary to implement an appropriate agreement with Centrisys for repair of Wastewater Treatment Plant centrifuge in the amount of eighty four thousand one hundred forty dollars (\$84,140.00)

Acct. No. 05511941-6417-00000 Solid Disposal – 3rd Party Contracted Service

OCT 23 2025

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

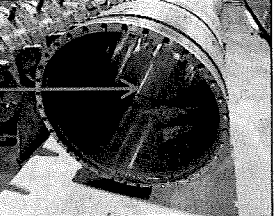
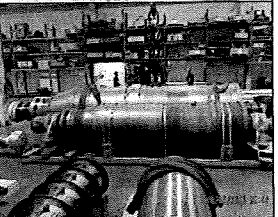
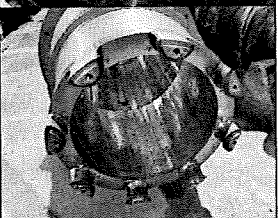
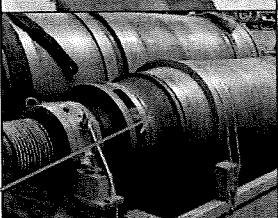
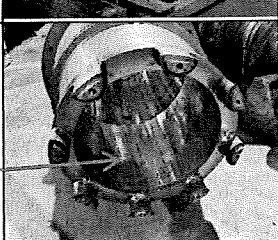
Repair Inspection Report and Quote			
Customer:	City of Oshkosh	Centrifuge Mfr.	Alpha-Laval
Street	233 N Campbell Road	Model No.	DS706
City State Zip	Oshkosh, WI 54902	Serial No.	11809-02
Contact:	Kevin Sorge	Gearbox Model No.	P-180
Office Phone:	(920) 232-5365	Gearbox Serial No.	11267
Cell Phone:	(920) 379-3491		
E-Mail:	ksorge@oshkoshwi.gov		
CC:		Job No.	14403-01
Date:	9-8-2025	P.O. No.	TBD
Description: DS706 Rotating Assy and P-180 Gearbox			
Scope: Inspect and repair			
Regional Sales Manager:	Lance Pesola	(262) 234-1195	lpesola@centrisys.us

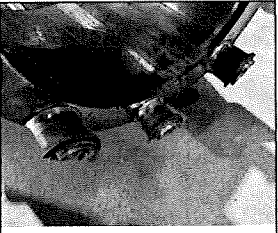
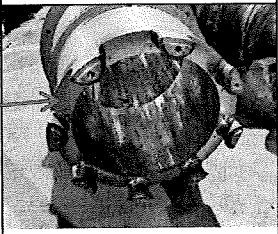
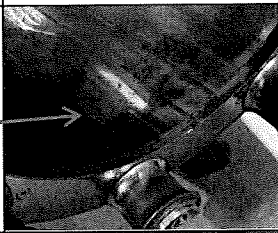
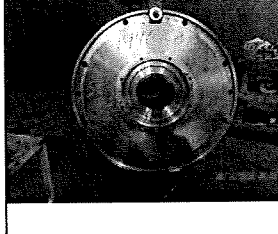
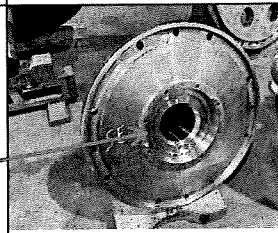
QUOTE

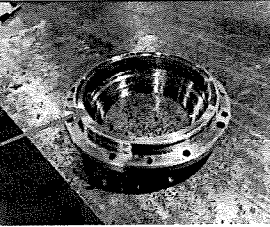
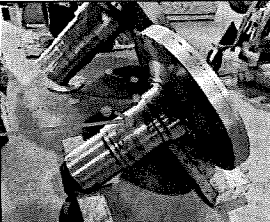
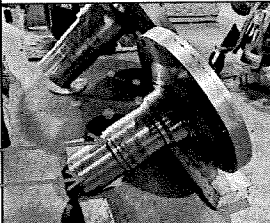
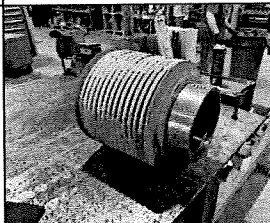
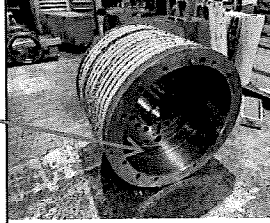
Repair of Rotating Assembly	\$ 69,990.00
Repair of Gearbox	\$ 13,300.00
Shipping (If Not Customer Arranged)	\$ 850.00
TOTAL	\$ 84,140.00

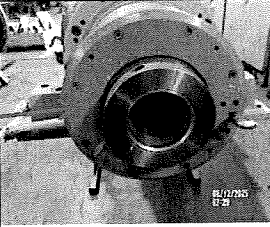
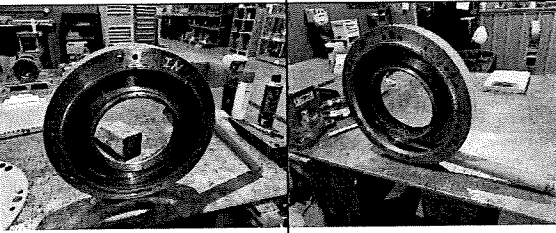
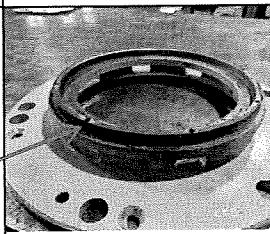
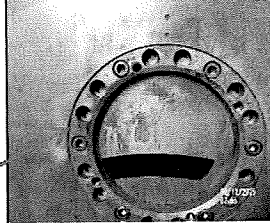
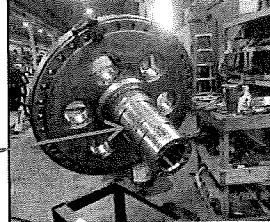
TERMS

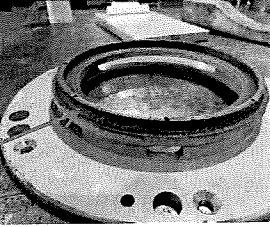
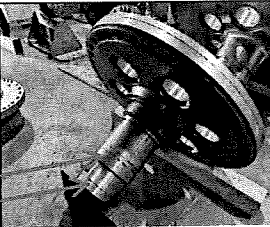
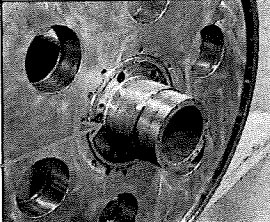
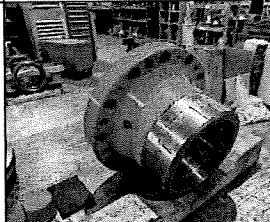
Terms	Net 30
Delivery	1-2 weeks ARO
FOB:	Kenosha, WI
Warranty	6 months on repaired/replaced parts
Quote valid for 30 days. Centrisys reserves the right to adjust this estimate.	

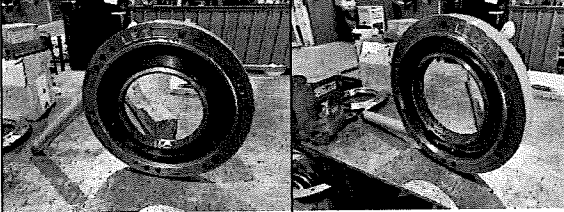
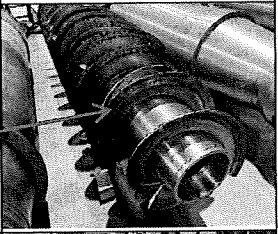
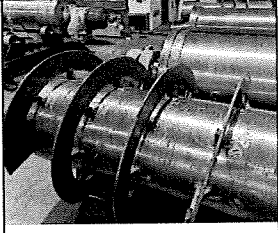
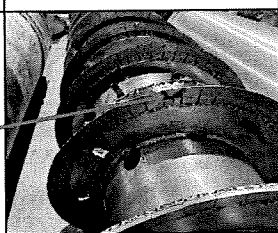
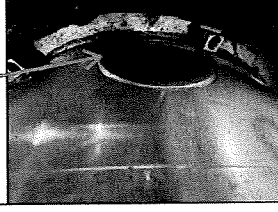
	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
	Bowl	Balance Replace all bearings & seals	☒ Balance ☒ Replace all bearings & seals		
1.	Bowl Center Section Inner Surface No damage Normal wear Minor wear Severe wear	☐ No action necessary ☐ Restore to specification ☐ Blast for cleanup ☒ Repair ☐ Wear bead ☐ Replace ___ ceramic tiles ☐ Weld repair	☒ No action ☐ Restore to specification ☐ Blast for cleanup ☐ Repair ☐ Wear bead ☐ Replace ___ ceramic tiles ☐ Weld repair		
2.	Bowl Center Section Outer Surface No damage Normal wear Minor wear Severe wear Baffle groove damage	☐ No action necessary ☐ Restore to specification ☐ Blast for cleanup ☒ Repair ☐ Weld repair	☒ No action ☐ Restore to specification ☐ Blast for cleanup ☐ Repair ☐ Weld repair		
3.	Bowl Center Section Liner Wear Strips/Grooves No damage Normal wear Minor wear Severe wear Missing	☐ No action necessary ☐ Repair ☐ Replace ___ strips ☒ Weld repair ☐ Add strips ☐ Replace Liner	☒ No action ☐ Repair ☐ Replace ___ strips ☐ Weld repair ☐ Add strips ☐ Replace Liner		
4.	Bowl Conical Inner Surface No damage Normal wear Minor wear Severe wear	☐ No action necessary ☐ Blast for cleanup ☒ Repair ☐ Replace ☐ Replace ___ ceramic tiles ☐ Weld repair	☐ No action-rush repair ☒ Blast for cleanup ☐ Repair ☐ Replace ☐ Wear bead ☐ Replace ___ ceramic tiles ☐ Weld repair	☐ Slightly polished, grooves in ☐ good condition. Grit blast with ☐ Garnett to roughen surface ☐ for better transportation.	
5.	Bowl Conical Outer Surface No damage Normal wear Minor wear Severe wear	☐ No action necessary ☐ Blast for cleanup ☒ Repair ☐ Weld repair ☐ Wear bead	☒ No action ☐ Blast for cleanup ☐ Repair ☐ Weld repair ☐ Wear bead		
6.	Bowl Conical Section Wear Strips/Grooves No damage Normal wear Minor wear Severe wear Missing	☐ No action necessary ☐ Repair ___ strips ☐ Replace ___ strips ☒ Weld repair ☐ Add strips	☒ No action ☐ Repair ___ strips ☐ Replace ___ strips ☐ Weld repair ☐ Add strips		

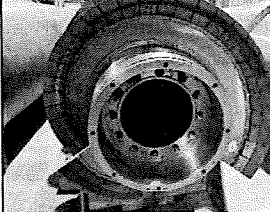
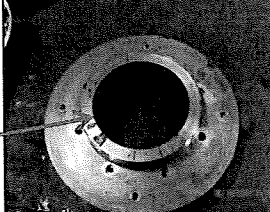
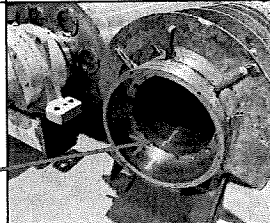
	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
7.	Bowl Conical Discharge Nozzles Saddle Sleeves #46-15-2-5 No damage ☐ Normal wear ☐ Minor wear ☐ Severe wear ☐ Missing ☐ Broken/Cracked ☐	No action necessary Rotate ___ nozzles Repair ___ nozzles Replace ___ nozzles ☒ Reinstall all saddle sleeves	☒ No action ☐ Rotate ___ nozzles ☐ Repair ___ nozzles ☐ Replace ___ nozzles ☐ Reinstall all saddle sleeves		
8.	Bowl Conical Section Protection/Wear Ring #46-15-2-4 No damage ☐ Normal wear ☐ Minor wear ☒ Severe wear ☐ Damaged ☐ Missing ☐	No action necessary Restore to specification Machine ☐ Chrome and grind ☒ Weld repair ☐ Replace	☒ No action necessary ☐ Restore to specification ☐ Machine ☐ Chrome and grind ☐ Weld repair ☐ Replace		
9.	Bowl Conical Section Protection/Wear Ring Tiles No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Missing ☐	No action necessary Replace ___ tiles	☒ No action necessary ☐ Replace ___ tiles		
10.	Solid End Headwall Internal Fits to Conical No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Restore to specification Machine ☒ Chrome and grind ☐ Weld repair	☒ No action ☐ Restore to specification ☐ Machine ☐ Chrome and grind ☐ Weld repair		
11.	Solid End Headwall Inner Thrust Bearing and Rear Bearing Seal Holder Fits (internal) No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Restore to specification Machine Chrome and grind ☒ Weld repair Polish	☒ No action ☐ Restore to specification ☐ Machine ☐ Chrome and grind ☐ Weld repair ☐ Polish		

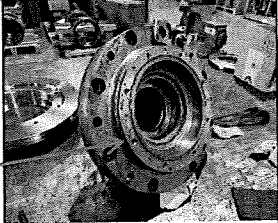
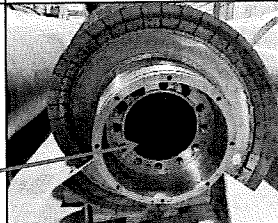
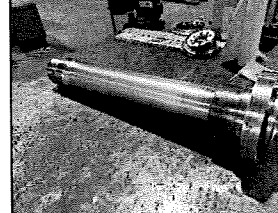
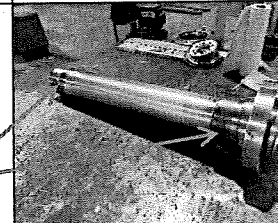
	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
12.	Solid End Headwall Internal Rear Bearing and Seal Holder #46-20 No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐	No action necessary Repair Machine Weld repair	☒ No action ☐ Repair ☐ Machine ☐ Weld repair		
13.	Solid End Headwall Main Bearing Fit No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Restore to specification Machine Chrome and grind Weld repair	☒ No action ☐ Restore to specification ☐ Machine ☐ Chrome and grind ☐ Weld repair		
14.	Solid End Headwall Pulley Fits (external) No damage ☐ Normal wear ☐ Minor wear ☒ Severe wear ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Restore to specification Machine Chrome and grind Weld repair	☒ No action ☐ Restore to specification ☐ Machine ☐ Chrome and grind ☐ Weld repair		
15.	Pulley #227 No damage ☐ Normal wear ☐ Minor wear ☒ Severe wear ☐ Damaged ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Restore to specification Repair Machine and sleeve Replace Paint	☐ No action ☐ Restore to specification ☐ Repair ☐ Machine and sleeve ☐ Replace ☒ Paint		
16.	Pulley, Thrust Bearing Fit No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Damaged ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Restore to specification Repair Machine and sleeve	☒ No action ☐ Restore to specification ☐ Repair ☐ Machine and sleeve		

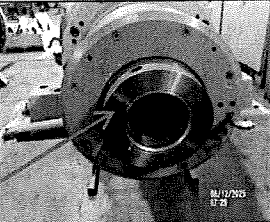
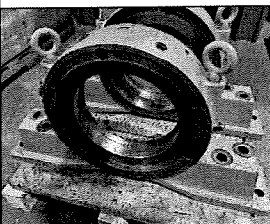
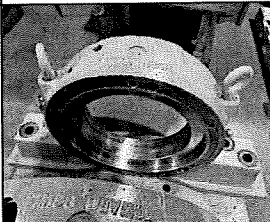
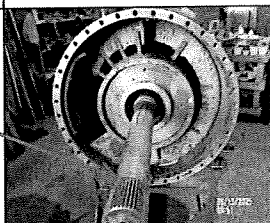
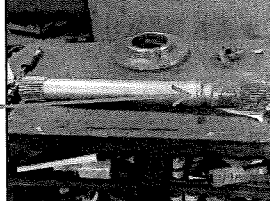
	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
17.	SE Pulley Seal Holder #78 Solid End Assembly No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Damaged ☐ Missing ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Repair ☐ Replace ☐ Weld repair ☒ Paint ☐	☐ No action ☐ Repair ☐ Replace ☐ Weld repair ☒ Paint		
18.	SEHW Main Bearing #67 Inner and #70 Outer Cover Plates No damage ☐ Normal wear ☐ Minor wear ☒ Severe wear ☐ Damaged ☐ Missing ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Repair ☐ Replace ☐ Weld repair ☐ Paint ☐	☐ No action ☐ Repair ☐ Replace ☐ Weld repair ☒ Paint		
19.	Solid End Assembly Casing Seal Holder #347 No damage ☐ Normal wear ☐ Minor wear ☐ Severe wear ☒ Damaged ☐ Missing ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Repair ☐ Replace ☐ Weld repair ☐ Paint ☐ Machine & sleeve #36530 ☒	☐ No action ☐ Repair ☐ Replace ☐ Weld repair ☐ Paint ☒		
20.	Liquid End Headwall Plate Dam Assembly 46-37, 46-7 No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐	No action necessary Repair ☐ Weld repair Retainers ☒ Replace Retainers ☐	☒ No action ☐ Repair ☐ Weld repair Retainers ☐ Replace Retainers		
21.	Liquid End Headwall Main Bearing Fit (External) No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Restore to specification Machine ☐ Chrome and grind ☒ Weld repair ☐	☒ No action ☐ Restore to specification ☐ Machine ☐ Chrome and grind ☐ Weld repair		

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
22.	Liquid End Assembly Casing Seal Holder #347 No damage ☐ Normal wear ☐ Minor wear ☐ Severe wear ☒ Damaged ☐ Missing ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Repair ☐ Replace ☐ Weld repair ☐ Paint ☐ Machine & sleeve ☒	☐ No action ☐ Repair ☐ Replace ☐ Weld repair ☐ Paint ☒ Machine & sleeve		
23.	Liquid End Headwall Carrier Fits (External) No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Repair ☐ Restore to specification ☒ Machine ☐ Chrome and grind ☐ Weld repair ☐	☒ No action ☐ Repair ☐ Restore to specification ☐ Machine ☐ Chrome and grind ☐ Weld repair		
24.	LEHW Conveyor Front Bearing Hub # 46-14 No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Repair ☐ Restore to specification ☒ Machine ☐ Chrome and grind ☐ Weld repair ☐ Replace ☐	☒ No action ☐ Repair ☐ Restore to specification ☐ Machine ☐ Chrome and grind ☐ Weld repair ☐ Replace		
25.	Carrier Flange #224 No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Damaged ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Restore to specification ☐ Repair ☒ Machine and sleeve ☐ Replace ☐ Paint ☐	☒ No action ☐ Restore to specification ☐ Repair ☐ Machine and sleeve ☐ Replace ☐ Paint		

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
26.	LEHW Main Bearing #12 Inner and #7 Outer Cover Plates No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Damaged ☐ Missing ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Repair Replace Weld repair Paint	☐ No action ☐ Repair ☐ Replace ☐ Weld repair ☒ Paint		
27.	Scroll	Balance Replace all bearings & seals	☒ Balance ☒ Replace all bearings & seals		
28.	Scroll Flights No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Damaged ☐ Missing ☐	No action necessary Repair TC Hard facing Flights damaged Weld repair flights	☒ No action ☐ Repair TC Hard facing ☐ Weld repair flights		
29.	Scroll Tungsten Carbide Hard facing/ Hero Rod No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Damaged ☐ Missing ☐	No action necessary Repair TC Hard facing Repair Hero Rod Flights damaged Weld repair flights	☒ No action ☐ Repair TC Hard facing ☐ Repair Hero Rod ☐ Weld repair flights		
30.	Scroll Tiles No damage ☐ Normal wear ☐ Minor wear ☐ Severe wear ☐ Broken/Cracked ☒ Missing ☐	No action necessary Repair ___ tiles Replace damaged tiles Weld repair	☐ No action ☐ Repair ___ tiles ☒ Replace tiles ☐ Weld repair		
31.	Scroll Feed Nozzles No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Broken/Cracked ☐ Missing ☐	No action necessary Repair ___ feed nozzles Rotate ___ feed nozzles Replace ___ feed nozzles	☒ No action ☐ Repair ___ feed nozzles ☐ Rotate ___ feed nozzles ☐ Replace ___ feed nozzles		

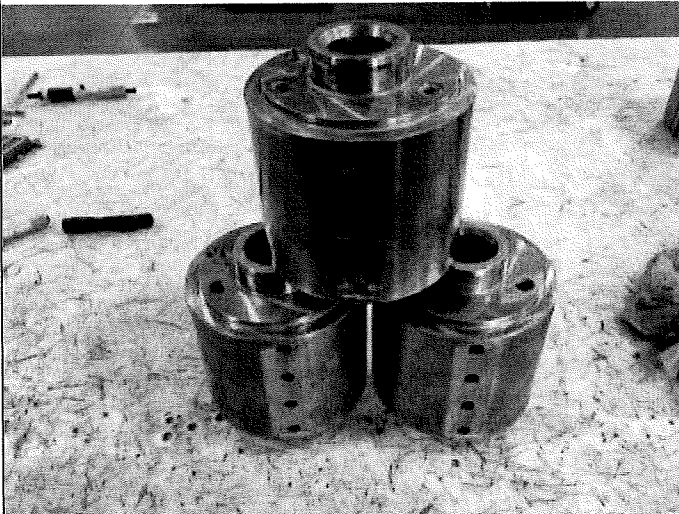
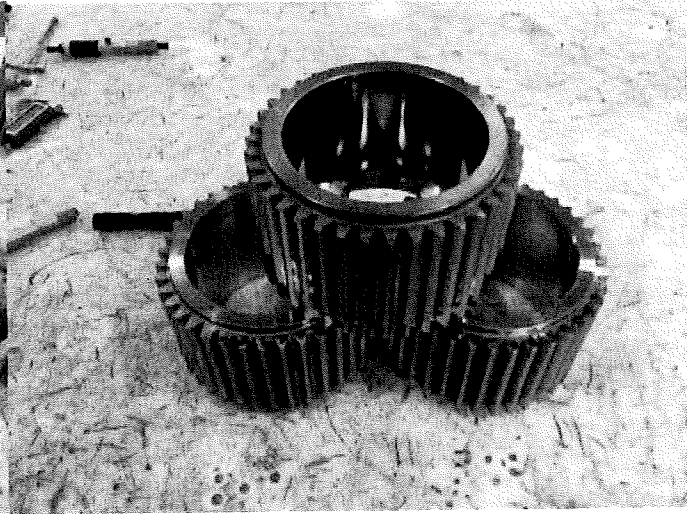
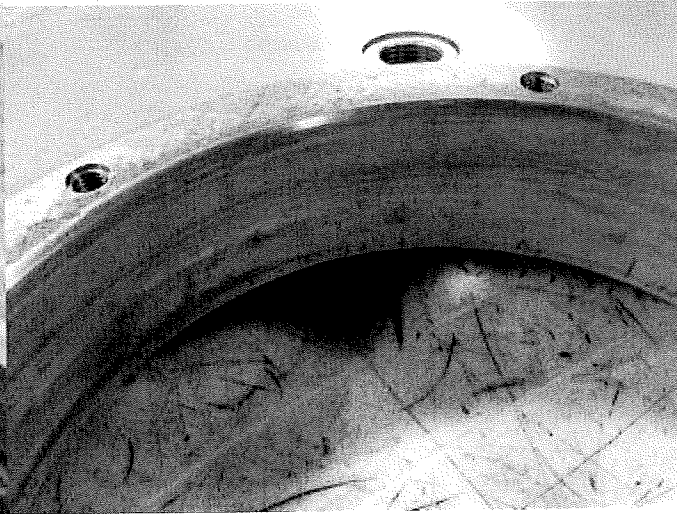
	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
32.	Scroll Feed Cone Inserts No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐	No action necessary ☐ Repair ☒ Replace ☐ Weld repair	☒ No action ☐ Repair ☐ Replace ☐ Weld repair		
33.	Scroll Feed Cone Retainers 2-Holes OR 3-Holes No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐	No action necessary ☐ Repair ☐ Replace ☐ Weld repair	☒ No action ☐ Repair ☐ Replace ☐ Weld repair		
34.	Scroll Pre-Chamber No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Solids build up ☐	No action necessary ☐ Clean ☒ Repair	☒ No action ☐ Clean ☐ Repair		
35.	Scroll Front Conveyor Bearing Seal Holder #108 No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Damaged ☐ Missing ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary ☐ Repair ☐ Replace ☒ Weld repair	☒ No action ☐ Repair ☐ Replace ☐ Weld repair		
36.	Scroll Liquid End Roller Bearing Housing and Spline Fits (Internal) No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Damaged ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary Restore to specification ☐ Repair Machine and sleeve ☐	☒ No action ☐ Restore to specification ☐ Repair ☐ Machine and sleeve		

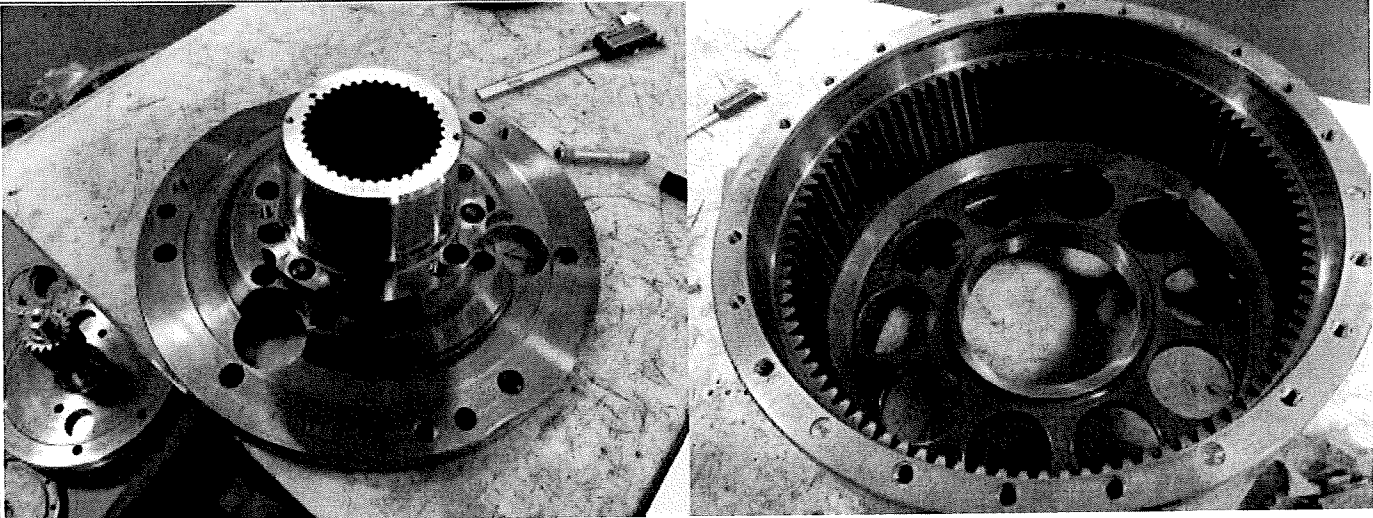
	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
37.	Spline Bushing / Bearing Housing and Cap (Liquid End Assy) No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Damaged ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary ☒ Repair ☐ Replace ☐ Weld repair ☐ Machine ☒ Protect with Epoxy Coating ☐	☒ No action ☐ ☐ Repair ☐ ☐ Replace ☐ ☐ Weld repair ☐ ☐ Machine ☐ ☐ Protect with Epoxy Coating ☐		
38.	Scroll Solid End fit No damage ☐ Normal wear ☐ Minor wear ☒ Severe wear ☐ Damaged ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary ☒ Restore to specification ☐ Repair ☐ Machine and sleeve ☒ Polish ☐ Chrome and Grind to OEM size. ☐	☒ No action ☐ ☐ Restore to specification ☐ ☐ Repair ☐ ☐ Machine and sleeve ☐ ☐ Polish ☐ ☐ Chrome and Grind to OEM size. ☐		
39.	Scroll Accelerator 41-2 No damage ☐ Normal wear ☐ Minor wear ☐ Severe wear ☒ Solids build up ☐	No action necessary ☐ Clean ☐ Repair ☐ Weld and grind repair ☐ Replace ☒ Repair Wear Protection ☐	☐ No action ☐ ☐ Clean ☐ ☐ Repair ☐ ☐ Weld and grind repair ☐ ☒ Replace ☐ ☐ Repair Wear Protection ☐		
40.	Scroll Solid Tension Bar #157 No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Damaged ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary ☒ Repair ☐ Replace ☐ Chrome and Grind to OEM size. ☐	☒ No action ☐ ☐ Repair ☐ ☐ Replace ☐ ☐ Chrome and Grind to OEM size. ☐		
41.	Scroll Solid Tension Bar Bearing Fits No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Damaged ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary ☒ Repair ☐ Replace ☐ Chrome and Grind to OEM size. ☐	☒ No action ☐ ☐ Repair ☐ ☐ Replace ☐ ☐ Chrome and Grind to OEM size. ☐		

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
42.	Tension Bar Nut #157 No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary ☐ Machine ☒ Weld repair ☐ Replace ☐ Paint	☒ No action ☐ Machine ☐ Weld repair ☐ Replace ☐ Paint	☐ ☐ ☐ ☐ ☐	
43.	Solid End Pillow Block No damage ☐ Normal wear ☐ Minor wear ☒ Severe wear ☐ Damaged ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary ☐ Restore to specification ☐ Repair ☒ Machine and sleeve ☐ Replace ☐ Paint	☐ No action ☐ Restore to specification ☐ Repair ☐ Machine and sleeve ☐ Replace ☒ Paint	☐ ☐ ☐ ☐ ☐ ☐	
44.	Liquid End Pillow Block No damage ☐ Normal wear ☐ Minor wear ☒ Severe wear ☐ Damaged ☐ Runout ☐ Undersized (Dimensional) ☐ Oversized (Dimensional) ☐	No action necessary ☐ Restore to specification ☐ Repair ☒ Machine and sleeve ☐ Replace ☐ Paint	☐ No action ☐ Restore to specification ☐ Repair ☐ Machine and sleeve ☐ Replace ☒ Paint	☐ ☐ ☐ ☐ ☐ ☐	
45.	Spline Shaft No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐	No action necessary ☐ Repair ☒ Replace	☒ No action ☐ Repair ☐ Replace	☐ ☐ ☐	
46.	Spline Shaft Fiber Bushing No damage ☐ Normal wear ☒ Minor wear ☐ Severe wear ☐	No action necessary ☐ Repair ☒ Replace	☐ No action ☐ Repair ☒ Replace	☐ ☐ ☐	

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
47.	NOTE: Very high operating temperature, pressure and especially contamination will adversely affect Rotodiff life expectancy. In severe conditions, increase oil change and filter interval to 2500-3000hrs. When oil filter vase has metallic particles in it and plugs frequently, DO NOT continue to run Rotodiff. Send Rotodiff in for inspection! Recommended Rotodiff inspection intervals are 15000 hours under normal operating conditions. If a badly worn Rotodiff is continuously run despite a plugged filter, a catastrophic failure can result and parts of the Rotodiff can be drawn in by the pump unit or plug up the suction strainer, if equipped, and cause the pump to fail as well. ALWAYS CLEAN THE TANK, REPLACE ALL FILTERS AND STRAINERS AND FLUSH THE HOSES WITH CLEAN OIL BEFORE STARTING THE UNIT AFTER A REPAIRED OR NEW ROTODIFF IS INSTALLED. THEN REPLACE FILTER AGAIN AFTER 200 HOURS.				
48.	Gearbox Leak test passed Leak test failed Contamination Metal flakes in oil Normal wear Minor wear Moderate wear Severe wear	☐ No action necessary ☐ Leak & pressure tested ☐ Replace all bearings, seals, ☐ O-rings and thrust washers ☐ Paint ☐ Replace gearbox	☐ No action ☒ Replace all bearings, seals, O-rings and thrust washers ☐ Paint ☒ Replace gearbox		
49.	GEARBOX NOTES: The step of the 2nd stage pinion bearing surface is worn and needs to be repaired. The bearing bore of the outside cover is out of tolerance and also needs to be repaired.				

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
50.					

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
51.	   				

	Item/Condition	Recommended Action	Action	Notes	Picture Control & scroll to enlarge pic
52.					



TO: Honorable Mayor and Members of the Common Council
FROM: Justin Gierach, Engineering Division Manager/City Engineer
DATE: October 28, 2025
SUBJECT: Res 25-550 Approve Agreement with Winnebago Lawn & Snow, LLC for 2025/2026 Sidewalk Snow and Ice Removal and Establish Rates for 2025/2026 Sidewalk Snow and Ice Removal

BACKGROUND

The City of Oshkosh's (City) Municipal Code, **Section 25-68**, requires residents to remove snow and ice from sidewalk and curb ramps abutting their property within twenty-four (24) hours of cessation of snowfall. **Municipal Code Section 25-69** allows the City to remove the snow or ice and bill the property owner for the cost of removal. Each year, the Department of Public Works requests quotes for performing this work for the upcoming winter season.

ANALYSIS

The Department of Public Works advertised for quotations in the Oshkosh Northwestern for performing 2025/2026 snow and ice removal services for the City. A copy of the request for quote was e-mailed to four (4) contractors. Quotes were received from one (1) firm. The firm that bid to perform the work for the 2025/2026 winter season was Winnebago Lawn & Snow, LLC.

FISCAL IMPACT

The fees that will be charged by the Contractor for snow and ice removal for each property are billed to the individual property owner, resulting in no fiscal impact to the City. Property owners are charged for the work performed. The base price includes snow and ice removal for up to one hundred (100) feet. Additional fees are charged for longer distances, handicap ramps, and other special services. As a matter of reference, the charge for snow and ice removal for a lot with one hundred (100) feet of frontage will be **\$175**. This includes an administrative fee. Please note that this cost is a slight increase (+\$2.00) from the 2024-2025 rate.

RECOMMENDATION

The Department of Public Works recommends the Council award this agreement to Winnebago Lawn & Snow, LLC.

Attachments

Res 25-550
Winnebago Lawn & Snow proposal

10/28/25

25-550

RESOLUTION

CARRIED

4-0

PURPOSE: APPROVE AGREEMENT WITH WINNEBAGO LAWN & SNOW, LLC FOR 2025/2026 SIDEWALK SNOW AND ICE REMOVAL AND ESTABLISH RATES FOR 2025/2026 SIDEWALK SNOW AND ICE REMOVAL

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City will remove snow and ice from sidewalks and curb ramps when property owners fail to do so; and

WHEREAS, the City requested quotes from private contractors to perform this work for the 2025/2026 winter season; and

WHEREAS, costs for removal of snow and ice will be billed to the property owner.

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 agreement with Winnebago Lawn & Snow, LLC, 2546 Omro Road, Oshkosh, for performing 2025/2026 snow and ice removal services within the City of Oshkosh as shown on the attachment to this Resolution.

BE IT FURTHER RESOLVED that money for this purpose is hereby appropriated from Acct. No. 01000430-6417-12001 – Streets-3rd Party Contracted Service-Snow Removal (to be reimbursed upon payment of the fee by property owners).

BE IT FURTHER RESOLVED that the appropriate city officials are hereby authorized and directed to update the City Fee Schedule to reflect the fees for service as provided in the attachment to this Resolution plus any applicable administrative fees; and that such schedule as updated is hereby adopted and shall be effective for services rendered on and after October 28, 2025.

PROPOSAL
FOR
SIDEWALK SNOW AND ICE REMOVAL CONTRACT

RECEIVED

OCT 16 2025

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

9:55 AM

We, the undersigned, propose to carry out the assigned sidewalk snow and ice removal projects, in accordance with the Specifications, from November 16, 2025 – May 31, 2026 for the following rates.

Rates shall include all cost of labor, materials (rock salt, sand, internet access, photo disks, etc.), use of equipment, and any incidentals required to complete the work as specified, regardless of the number of personnel engaged in shoveling by hand or clearing with equipment.

1. Remove all snow and/or ice at a single location/lot with 0 to 100 feet of sidewalk (including rock salt/sand application, if necessary) \$ 150.00
Lump Sum
2. Additional footage beyond 100 feet at same location/lot (including rock salt/sand application if necessary) \$ 1.38
Per Linear Foot
3. Apply rock salt/sand **only** to 0 to 100 feet of sidewalk at a single location/lot \$ 95.00
Lump Sum
4. Apply rock salt/sand **only** to additional footage beyond 100 feet at same location/lot \$.95
Per Linear Foot
5. Remove all snow and/or ice from all pavement in the handicap ramp/crosswalk quadrant (including rock salt/sand application if necessary) \$ 105.00
Per Intersection Quadrant

6. Remove and dispose of snow and/or ice from locations where unusual conditions have occurred:

a. Mobilization/demobilization from site	\$ <u>90.00</u> Each
b. Load snow	\$ <u>90.00</u> Equipment/Labor Rate Per Hour
c. Haul snow	\$ <u>90.00</u> Equipment/Labor Rate Per Hour
d. Remove ice from sump pump discharge	\$ <u>80.00</u> Equipment/Labor Rate Per Hour

Date: 10/14/2025 Name of Company: Winnebago Lawn & Snow

Submitted by (Name/Title): Gary Gamoll president E-mail: gary@winnebagoLS.com

Address of Company: 2546 Omro Rd. Phone No.: (920) 420-8076
OSHKOSH, WI 54904



TO: Honorable Mayor and Members of the Common Council

FROM: Steven M. Gohde, Assistant Director of Public Works/Utilities General Manager

DATE: October 28, 2025

SUBJECT: Res 25-551 Approve Professional Services Agreement with Donohue & Associates, Inc. for Engineering Services for Wastewater Treatment Plant Raw Wastewater Screening System Replacement (\$293,590.00)

BACKGROUND

A proposal was requested from Donohue & Associates, Inc. (Donohue) for providing engineering services for design and bidding services for replacement of the Wastewater Treatment Plant raw wastewater screening system. The services to be provided will include evaluating alternative mechanical bar screening opening sizes and configurations, options for screenings washing and compacting, conveyance alternatives for screenings handling, and current influent and effluent gate conditions at screens including surrounding concrete and incorporate needed improvements; preparing bidding documents describing the work to remove the existing system and install a new, City-selected, screening system; and assisting the City with the public bidding process.

ANALYSIS

Donohue was chosen for these services due to their knowledge of WWTP and their experience with this type of work at municipal wastewater facilities.

FISCAL IMPACT

The cost of the proposal is \$293,590. Funding for this Project is available in the 2025 Capital Improvements Program (Account No. 03221910-7204-64151/Sewer Capital Fund-Machinery & Equipment/WWTP Plant Equip Replcmnt).

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 that the Common Council approve this professional services agreement.

Attachments

Res 25-551
26-15 Donohue Proposal

10/28/2025

25-551

RESOLUTION

CARRIED

4-0

PURPOSE: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE & ASSOCIATES, INC. FOR ENGINEERING SERVICES FOR WASTEWATER TREATMENT PLANT RAW WASTEWATER SCREENING SYSTEM REPLACEMENT (\$293,590.00)

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

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 Donohue & Associates, Inc. for Engineering Services for Wastewater Treatment Plant Raw Wastewater Screening System Replacement in the amount of two hundred ninety three thousand five hundred ninety dollars (\$293,590).

Acct No.

03221910-7204-64151 Sewer Capital Fund-Machinery & Equipment-WWTP Plant Equip Replcmnt

Project: Wastewater Treatment Plant Raw Wastewater Screening System Replacement

Contract: 26-15

RECEIVED

OCT - 9 2025

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

A. Project Description

The wastewater treatment plant is protected from debris by three 4-foot-wide mechanical bar screens and one static bar rack. When operating, the mechanical bar screens process all raw wastewater entering the facility, removing debris to protect downstream equipment and treatment processes. If a mechanical screen is taken out of service, flow can be temporarily diverted to the static bar rack, which provides limited protection by capturing larger debris.

The mechanical bar screens lift captured debris from the flow channel up to grade level, where two screenings screw presses dewater the material before discharging it into a dumpster. The existing screening system was installed around 1994 and underwent mechanical upgrades in 2008-2009.

This Project will:

1. Evaluate alternative mechanical bar screen opening sizes and configurations;
2. Evaluate options for screenings washing and compacting;
3. Evaluate conveyance alternatives for screenings handling;
4. Evaluate current influent and effluent gate conditions at screens including surrounding concrete and incorporate needed improvements.
5. Prepare Bidding Documents describing the Work to remove the existing system and install a new, City-selected screening system; and
6. Assist the City with the public bidding process.

B. Scope of Services

General Matters

1. Prepare Bidding Documents for the Project. The documents will be prepared for construction by a single prime contractor.
2. Specifications will be prepared in general conformance with the 16-division format of the Construction Specifications Institute (CSI).
3. Produce Bidding Document drawings using AutoCAD-compatible software and specifications using Donohue's EJCDC documents, 2013 edition. The front-end specifications will conform to the City's requirements.
4. Perform internal quality reviews throughout the duration of the Project.
5. Survey and geotechnical services are not anticipated nor included.
6. Manage quality, schedule, budget, and earned value. Produce and submit monthly status reports. Perform quality assurance/control reviews of Project deliverables.
7. Provide 2 sets of hard copies of final bidding plans (11" x 17") and specifications, 2 sets of hard copies of issued for construction plans (11" x 17"), 1 set of hard copies of issued for construction plans (22" x 34"), and specifications, and electronic PDF-format of all Project deliverables (including 1 – 11" x 17" and 1 – 22" x 34" version of both sets of plans). Provide editable Word-version of specifications.

Evaluation and Design Services

1. Visit the WWTP to initiate the project, review the screening system, and collect information pertinent to producing reliable Bidding Documents. Prepare for, conduct, and document the Project initiation meeting.

2. Develop a calibrated hydraulic model of the screening system and use that model to evaluate the performance and suitability of alternative bar screen opening sizes – 3 or 4 mm and 6 mm – and alternative screening system configurations – three mechanical bar screens vs four mechanical bar screens. Consider economic and non-economic factors.
3. Evaluate alternative screening washing-compacting and conveyance strategies. Consider economic and non-economic factors.
4. Produce and submit a draft Pre-Design Memorandum that documents the screening system evaluations.
5. Prepare for, conduct, and document a meeting to review, discuss, and refine the Pre-Design Memorandum.
6. Produce and submit a final Pre-Design Memorandum that incorporates and addresses City comments and instructions.
7. Work with the City to develop front-end specifications that conform to the City's standards and requirements.
8. Prepare for, conduct, and document design-review meetings with the City when the work to produce the Bidding Documents is approximately 30%-, 60%-, and 90%-complete. At these meetings, review and discuss the drawings, specifications (60% and 90% meetings), and construction cost opinions.
9. The 90%-complete (Reviewable Bidding Documents) will be suitable for a final review, comment, and refinement by the City.
10. Produce and Submit Final Bidding Documents that incorporate and address City comments and instructions.

Bidding Services

1. Support the City during public bidding: prepare pre-bid conference agenda for the City's review, run the pre-bid conference, field Bidder questions, prepare written responses to questions in the form of Addenda, draft Addenda as necessary, and review bids.
2. Provide a presentation at the pre-bid conference to review special construction constraints.
3. Write a Letter of Recommendation addressed to the City and recommending a course of action. If the Low Bid was responsive and submitted by a qualified Bidder, the Letter will recommend award to the Low Bidder. If the Low Bid was, in the opinion of Donohue, non-responsive or submitted by an unqualified Bidder, the Letter will recommend an alternative course of action.

C. City Responsibilities

1. Manage public bidding. Donohue will support the City during public bidding.
2. Identify a person authorized to act as the City's representative to respond to questions and make decisions on behalf of City, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
3. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; and property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
4. City shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by City to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by City applicable to the furnished items.

D. Project Timing

Donohue shall be authorized to commence the Services defined in the Scope of Services upon execution of this Agreement. Labor charges will be in accordance with Donohue's standard billing rates for the calendar year in which the

Attachment A: Wastewater Treatment Plant Raw Wastewater Screening System Replacement

charges occur. Assuming Donohue is authorized to proceed before November 1, 2025, Donohue will provide reviewable Bidding Documents by August 1, 2026.

E. Compensation

The total cost for these Services will not exceed \$293,590 without prior written approval from the City. Expenses will be billed at cost. Anticipated levels of effort, billing rates, expenses, and total compensation are shown in the table below.

Project Roles	Client Team Leader	Project Manager	Senior Process Engineer	Process Engineer	Structural Engineer	Mechanical Engineer	Controls Engineer	Electrical Engineer	QA/QC Engineers	Admin	Total Hours	Labor Fee	Travel Expenses	Other Expenses	Totals
100 Project Management															
101 Internal Project Setup: Accounting and Project Plan	3	5								3	11	\$2,110			\$2,110
102 Monthly Status Reports, Budget Management, and Invoicing	5	10								5	20	\$3,825			\$3,825
103 Internal Project Coordination and Scheduling		10									10	\$1,850			\$1,850
104 Internal Project Kickoff Meeting	2	3	2	4	2	2	2		8		25	\$5,435			\$5,435
Totals	10	28	2	4	2	2	2	0	8	8	66	\$13,220	\$0	\$0	\$13,220
200 Evaluation and Preliminary Design															
205 Project Initiation Meeting and Site Visit	3	7	5	7	5	5	5	5			42	\$8,665	\$300		\$8,965
210 Develop Base Drawings				20							20	\$3,600			\$3,600
215 Develop Hydraulic Model and Field Calibration		2	5	35					5		47	\$8,920			\$8,920
220 Identify and Evaluate Candidate Screens and Screening Conveyance Alternatives	10	15	80	15	3	5	3				131	\$24,845			\$24,845
225 Produce Pre-Design Memorandum Documenting Evaluation	2	5	5	25	1	1	1	1			41	\$7,900			\$7,900
230 Pre-Design Meeting	2	2	2	2							8	\$1,740			\$1,740
235 Size and Select Equipment		2	5	10							17	\$3,220			\$3,220
240 Produce Preliminary Layout Drawings	2	10	50	10	5	45	5	10			137	\$28,670			\$28,670
245 Internal Design Meeting	2	2	2	2	2	2	2	2			14	\$2,820			\$2,820
250 Refine Preliminary Layout Drawings		2	2	10							14	\$2,590			\$2,590
255 Prepare for, Conduct, and Document Owner Meeting: 30% Review	2	5	5	7							19	\$3,825	\$200		\$4,025
Totals	9	39	56	248	33	16	58	16	15	0	490	\$96,795	\$500	\$0	\$97,295
300 Final Design and Reviews															
305 Produce Refined Layout Drawings		2	2	5	5	2	2	2	5		25	\$5,175			\$5,175
310 Internal Design Meeting	2	2	2	2	2	2	2	2			16	\$3,410			\$3,410
315 Produce Final Layout Drawings		2	15	40	30	7	10	7	10		121	\$24,400			\$24,400
320 Prepare for, Conduct, and Document Owner Meeting: 60% Review	2	5	5	7							19	\$3,825	\$200		\$4,025
325 Produce Designer Review Plans and Specifications		20	15	80	60	40	50	60	5		330	\$66,050			\$66,050
330 Produce Draft Front-End Bidding Documents	2	15							5		22	\$4,565			\$4,565
335 Perform Designer Review and Incorporation		5	10		10	10	10	10			55	\$11,375			\$11,375
340 Conduct Internal Design Coordination Meetings and Incorporation		5	5	15			10	10			45	\$9,275			\$9,275
345 Produce Reviewable Bidding Documents		5	5								10	\$1,825			\$1,825
350 Perform Quality Control Review and Incorporation		5	5	5	5	5	5	5	40		75	\$16,650			\$16,650
355 Produce and Submit Reviewable Bidding Documents to Owner		5								10	15	\$1,925			\$1,925
360 Prepare for, Conduct, and Document Owner Meeting: 90% Review	2	5	5	7							19	\$3,825	\$200		\$4,025
365 Receive and Incorporate Owner Revisions		10	5	5	5	3	5	3			36	\$7,195			\$7,195
370 Produce and Submit Final Bidding Documents	2	5								10	17	\$2,515		\$1,500	\$4,015
Totals	10	91	69	171	117	69	94	99	60	25	805	\$162,010	\$400	\$1,500	\$163,910
400 Bidding															
405 Support Bidding by Answering Questions		5	5		5	3	3	5			26	\$5,330			\$5,330
410 Support Bidding by Conducting and Documenting Pre-Bid Meeting			8								8	\$1,680	\$100		\$1,780
415 Support Bidding by Issuing Addenda		5	3	3	3	3	3	3			23	\$4,600			\$4,600
420 Attend Bid Opening and Review Bids	1	2									3	\$665			\$665
425 Produce Letter of Recommendation	1	3									4	\$850			\$850
430 Produce Conformed to Contract Documents (CTC Documents)		2		5	2	2	2	2			15	\$2,940		\$3,000	\$5,940
Totals	2	17	16	8	10	8	8	10	0	0	79	\$16,065	\$100	\$3,000	\$19,165
Totals All Phases	31	175	143	431	162	95	162	125	83	33	1,440	\$288,090	\$1,000	\$4,500	\$293,590

Submitted by: Mike Gerbitz, PE, SVP – Oct 09, 2025



TO: Honorable Mayor and Members of the Common Council
FROM: Justin Gierach, Engineering Division Manager/City Engineer
DATE: October 28, 2025
SUBJECT: Res 25-552 Approve Acceptance of Waiver of Special Assessment Notices and Hearings for 6" Concrete Sidewalk and Asphalt Driveway Relating to Contract No. 25-14

BACKGROUND

This resolution allows the City to assess abutting property owners for improvements to be completed during the construction of the Hawk Street cul-de-sac. The assessable work will include concrete sidewalk and an asphalt driveway. The property owner of the property listed below has signed a waiver of all special assessment notices and hearings:

- 1110 Hawk 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 2025 Capital Improvement Program in the Street section (Account #03210410-6801-04514/Contract Control-Paving-Parking Lot Construction).

RECOMMENDATION

I recommend approval of this resolution.

Attachments

Res 25-552
25-14 Waiver-1110 Hawk St

10/28/2025

25-552

RESOLUTION

CARRIED

4-0

PURPOSE: APPROVE ACCEPTANCE OF WAIVER OF SPECIAL ASSESSMENT NOTICES AND HEARINGS FOR 6" CONCRETE SIDEWALK AND ASPHALT DRIVEWAY REALTING TO CONTRACT 25-14

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

NOW, THEREFORE, BE IT 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 pursuant to the initial resolution adopted May 27, 2025 and final resolution adopted October 28, 2025 for the premise described below is accepted and approved.

1110 Hawk Street



RECEIVED

SEP - 8 2025

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 25-14

Description of Premises

Parcel No.: 1602230100

Owner: Chad/Kia Simon

Address: 1110 Hawk Street

Clearing – (1.0 station) @ \$2,500.00/E.A. = \$2,500.00
Grubbing – (1.0 station) @ \$500.00/E.A. = \$500.00
Turf restoration – (23.16 sq. yards) @ \$20.00/S.Y. = \$463.18
6" concrete sidewalk/driveway/ramp with 3" CABC and grading – (174.12 sq. ft.) @ \$10.00/S.F. = \$1,741.20
Saw existing pavement – (28.0 linear ft.) @ \$10.00/L.F. = \$280.00
Base aggregate dense, ¾" – (2.0 tons) @ \$186.61/ton = \$373.22
Base aggregate dense, 1 ¼" – (22.0 tons) @ \$23.43/ton = \$515.46
Base aggregate dense, 3" – (36.0 tons) @ \$23.43/E.A. = \$843.48
Tack coat – (7.0 gallons) @ \$2.53/GAL. = \$17.71
HMA Pavement LT – (23.0 tons) @ \$121.40/ton = \$2,792.20
Prepare foundation for asphaltic paving (1.0 lump sum) @ \$2,172.00/E.A. = \$2,172.00
12% Engineering Fee = \$1,463.81
Total Cost: \$13,662.26

RECEIVED

SEP - 8 2025

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN



Signature of Owner:



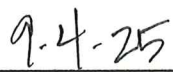
Chad Simon



Date



Kia Simon



Date



TO: Honorable Mayor and Members of the Common Council
FROM: Justin Gierach, Engineering Division Manager/City Engineer
DATE: October 28, 2025
SUBJECT: Res 25-553 Approve Final Resolution for Special Assessments for Contract 25-14 6" Concrete Sidewalk and Asphalt Driveway (1110 Hawk Street)

Attachments

Res 25-553

10/28/2025

25-553

RESOLUTION

CARRIED

4-0

PURPOSE: APPROVE FINAL RESOLUTION FOR SPECIAL ASSESSMENTS FOR 6" CONCRETE SIDEWALK AND ASPHALT DRIVEWAY RELATING TO CONTRACT 25-14 / 1110 HAWK STREET WITH SIGNED WAIVER

INITIATED BY: DEPARTMENT OF PUBLIC WORKS

WHEREAS, the below-listed property owner receiving an assessment pursuant to the initial resolution #25-363 adopted on the 27th day of May, 2025, has signed an appropriate waiver waiving all special assessment notices and hearings required by Section 66.0703 of the Wisconsin Statutes; and

WHEREAS, this resolution having been properly noticed for consideration by the Oshkosh Common Council on its agenda and the Council having heard all persons who wished to address them in relation to the initial resolution, waivers of public hearing, and report of the Board of Public Works and assessments against the benefited property identified as follows:

6" Concrete Sidewalk and Asphalt Driveway:

1110 Hawk Street

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

1. That, pursuant to Section 62.16 of the Wisconsin Statutes, the proposed street grade(s), from a datum plane established by the official United States Coast and Geodetic Survey, as identified and on file in the Department of Public Works is/are hereby permanently established.
2. That the report of the City Manager, acting as the Board of Public Works, pertaining to the construction of the above-described public improvements, including plans and specifications therefor, is hereby adopted and approved with the following modifications:
 - a.
 - b.
 - c.
3. That the action of the City Manager in advertising for bids and to carry out the work of such improvements in accordance with the reports of the City Manager and in accordance with the said resolution heretofore adopted, is hereby approved, ratified, and confirmed.
4. That payment for said improvements be made by assessing the cost to the property benefited as indicated in said report, except as modified herein.
5. Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.
6. That the assessments for all projects included in said report are hereby combined as a single assessment but any interested property owners shall be entitled to object to each assessment separately or all assessments jointly for any purpose or purposes.
7. That the assessments may be paid in cash, or in installments pursuant to Chapter 21 of the Oshkosh Municipal Code, said deferred payments to bear interest at the rate of six percent (6%) per annum on the

unpaid balance. The City Clerk shall publish an installment assessment notice in accordance with Section 66.0715(3)(e) of the Wisconsin Statutes in the official newspaper of the City.

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

9. The City Clerk is further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.



TO: Members of the Common Council
FROM: Matt Mugerauer, Mayor
DATE: October 28, 2025
SUBJECT: Res 25-554 Approve appointments to the Long Range Finance Committee and the Oshkosh Housing Authority

BACKGROUND

In accordance with Section 2-11 (l) of the City of Oshkosh Municipal Code, the Mayor shall have the authority to appoint, subject to Council approval, members to the various Boards and Commissions within the City. As vacancies to the City's Boards and Commissions currently exist, the Mayor makes the appointments listed below for consideration by the Common Council.

RECOMMENDATION

The Mayor recommends that the Common Council approve the appointment listed below, effective October 29, 2025:

Long Range Finance Committee

Courtney Hansen, appointed to Alternate 2, expiring May 31, 2026

Oshkosh Housing Authority

Matt Mugerauer, appointed to Council Representative, expiring May 31, 2026

Attachments

Res 25-554

10/28/2025

25-554

RESOLUTION

CARRIED

4-0

PURPOSE: APPROVE APPOINTMENTS TO LONG RANGE FINANCE COMMITTEE AND OSHKOSH HOUSING AUTHORITY

INITIATED BY: MAYOR MATT MUGERAUER

WHEREAS, Section 2-11(l) of the City of Oshkosh Municipal Code provides the Mayor with the authority to appoint, subject to Council approval, members to the various boards, committees, and commissions within the City of Oshkosh; and

WHEREAS, vacancies currently exist on various boards, committees, and commissions;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the following appointments are hereby made and approved, effective October 29, 2025:

Long Range Finance Committee

Courtney Hansen, appointed to Alternate 2, expiring May 31, 2026

Oshkosh Housing Authority

Matt Mugerauer, appointed to Council Representative, expiring May 31, 2026



TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: October 28, 2025
SUBJECT: Ord 25-555 Amend parking lot maps and associated regulations within Appendix 27B of the Municipal Code for the 300 West Lot (Transportation Committee recommends approval)

BACKGROUND

There is increased demand for permit stalls in the 300 West Lot. There are still plenty of 2-hour parking stalls available after converting stall numbers 16, 17, and 18 from 2-hour parking to permit parking.

ANALYSIS

After this change, there will be a good mix of 2-hour and permit park stalls available.

BOARD/COMMISSION INFORMATION

Transportation Committee recommends recommends change (4-0).

FISCAL IMPACT

The fiscal impact of this change is signage.

RECOMMENDATION

Transportation Committee recommends requested change (4-0)

Attachments

Ord 25-555
Updated 300 West Map

CARRIED

4-0

PURPOSE: AMEND PARKING LOT MAPS AND ASSOCIATED REGULATIONS WITHIN APPENDIX 27B OF THE MUNICIPAL CODE FOR THE 300 WEST LOT (TRANSPORTATION COMMITTEE RECOMMENDS APPROVAL)

INITIATED BY: TRANSPORTATION DEPARTMENT

RECOMMENDED BY: TRANSPORTATION COMMITTEE (4-0)

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27B OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS WITHIN CITY OWNED PARKING LOTS IN RELATION TO THE 300 WEST PARKING LOT.

WHEREAS, the demand for permit parking stalls within certain city parking lots has increased and it is necessary to adopt updated parking maps in Chapter 27, Appendix B to establish parking regulations and designate parking stalls.

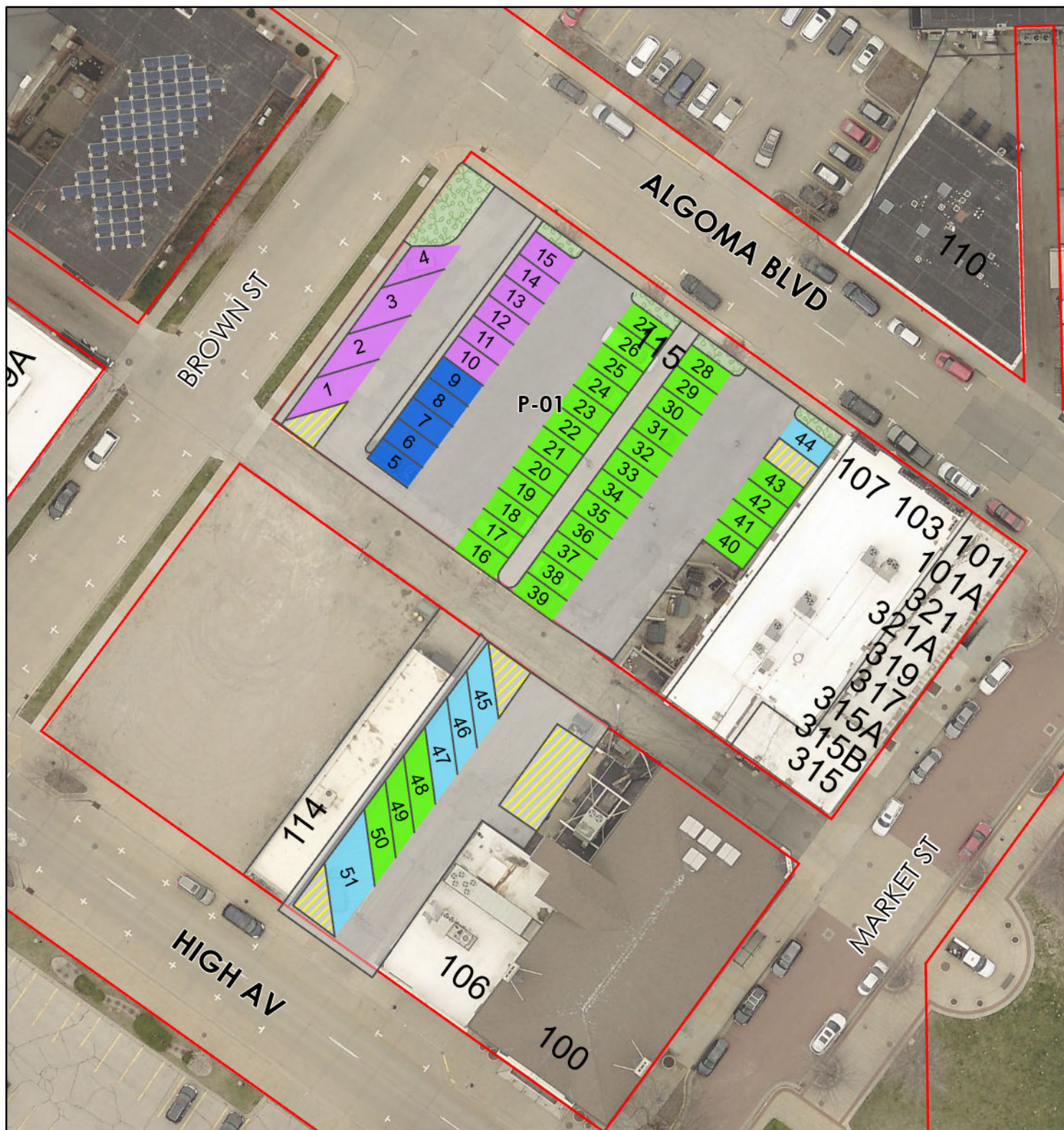
NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Oshkosh as follows:

SECTION 1. The maps for the 300 West Parking Lot within Appendix 27B of the City of Oshkosh Municipal Code are hereby repealed and recreated as attached to include converting stall numbers 16, 17, and 18 from 2-hour to permit parking in the 300 West Lot.

SECTION 2. This ordinance shall be in full force and effect from and after its passage, publication and placement of the appropriate signage.

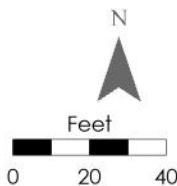
SECTION 3. Publication Notice. Please take notice that the City of Oshkosh enacted ordinance #25-555 on October 28, 2025 ADOPT PARKING LOT MAPS & ASSOCIATED REGULATIONS IN THE 300 WEST LOT (A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING APPENDIX 27B OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS WITHIN CITY OWNED PARKING LOTS). The ordinance amends parking regulations within the 300 West Parking Lot.

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-01 300 West Lot - 115 Algoma Boulevard

- Handicap (5 Stalls)
- Permit or Lease (10 Stalls)
- Police Department (5 Stalls)
- Time - 2 Hour Free (31 Stalls)



Printing Date: 5/14/2025

Prepared by:
City of Oshkosh, WI



The City of Oshkosh creates and maintains GIS maps and data for its own use. They may show the approximate relative location of property, boundaries and other feature from a variety of sources. These map(s)/datasets are provided for information purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes. They are provided "AS-IS" without warranties of any kind and the City of Oshkosh assumes no liability for use or misuse.



TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: October 28, 2025
SUBJECT: Ord 25-556 Amend Section 27A-11 of the Oshkosh Municipal Code pertaining to parking regulations on Grand Street from Merritt Avenue to Hudson Avenue (Transportation Committee recommends approval)

BACKGROUND

This is a citizen request stating he is having difficulty with ingress and egress to his driveway due to parked cars and the narrow street width. Neighbors also reported that the parked cars can negatively impact emergency vehicle response times, garbage pick-up and snow removal. Parking is already restricted on the West Side of the street and a portion of the east side. The majority of neighbors are in favor of this parking restriction based on testimony at the transportation committee. There is one resident who has a very small driveway with room to park only one vehicle that called in opposition to this.

ANALYSIS

Grand Street is a one-way street and is 18 feet wide, which only leaves about 9 feet for travel when there is a parked vehicle, including large municipal trucks and emergency vehicles. A travel lane is generally 10--12 feet wide. There is a group home on this street which places frequent EMS calls.

BOARD/COMMISSION INFORMATION

The Transportation Committee recommends approval of the request (4-0).

FISCAL IMPACT

The fiscal impact is the cost of signage.

RECOMMENDATION

The Transportation Committee recommends approval (4-0)

Attachments

Ord 25-556

LAID OVER

4-0

PURPOSE: AMEND SECTION 27A-11 OF THE MUNICIPAL CODE TO EXPAND PARKING RESTRICTIONS ON GRAND STREET (TRANSPORTATION COMMITTEE RECOMMENDS APPROVAL)

INITIATED BY: TRANSPORTATION DEPARTMENT

RECOMMENDATION: TRANSPORTATION COMMITTEE - APPROVED

A GENERAL ORDINANCE OF THE CITY OF OSHKOSH AMENDING SECTION 27A-11 OF THE OSHKOSH MUNICIPAL CODE PERTAINING TO PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS

WHEREAS, the Transportation Committee recommends approval to expand parking restrictions on Grand Street.

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 PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS:

Grand Street

Delete Therefrom: No Parking, east side, from Merritt Avenue to 20 feet North and No parking, Grand Street, east side from Merritt Avenue from 60 feet to 156 feet north.

Add Thereto: No parking, Grand Street, east side from Merritt Avenue to Hudson 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 #25-556 on October 28, 2025 EXPANDING PARKING REGULATIONS ON GRAND 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). This ordinance removes parking on the east side of Grand Street from Merritt Avenue to Hudson Avenue.

The full text of the ordinance may be obtained at the Office of the City Clerk, 215 Church Avenue and through the City's website at www.oshkoshwi.gov Clerk's phone: 920/236-5011.



TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: October 28, 2025
SUBJECT: Ord 25-557 Convert permit parking to app based paid parking on High Avenue
(Transportation Committee recommends approval)

BACKGROUND

There is a mix of permit and app. based paid parking on High Avenue near UWO. There is very little usage of the permitted on-street parking. There is also a shortage of parking near UWO. The Transportation Committee recommends approval. (4-0)

ANALYSIS

Now that the city has a convenient app. for timed on-street parking, converting the permit parking to app. based is a better way to manage parking in this area and would lead to more usage.

BOARD/COMMISSION INFORMATION

The Transportation Committee recommends approval (4-0)

FISCAL IMPACT

The fiscal impact of these ordinances is the cost of signage and additional revenue. The signage would be provided by our vendor, Passport Parking.

RECOMMENDATION

I recommend that the Common Council approve these modifications to Section 27A-11 of the Municipal Code to convert permit to app. based paid parking on High Avenue

Attachments

Ord 25-557

CARRIED

4-0

PURPOSE: CONVERT PERMIT PARKING TO APP. BASED PAID PARKING ON HIGH 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, the Transportation Committee recommends conversion of permit parking to paid parking on High 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 PARKING REGULATIONS ON DESIGNATED STREETS AND ALLEYS:

High Avenue

Delete Therefrom:

Permit parking, southwesterly side, from 1,035 feet west of Osceola Street to 765 feet west of Osceola Street, between the hours of 6:00 A.M. and 6:00 P.M., daily, except Sunday and holidays.

Permit parking, southwesterly side, from 545 feet wet of Osceola Street to 330 feet west of Osceola Street, between the hour of 6:00 A.M. and 6:00 P.M., daily, except Sundays and holidays.

Permit parking, southwesterly side, from 250 feet west of Osceola Street to 30 feet west of Osceola Street, between the hours of 6:00 A.M. and 6:00 P.M., daily, except Sundays and holidays.

Permit parking, southwesterly side, from 30 feet east of Osceola Street to 330 feet Osceola Street, between the hours of 6:00 A.M. and 6:00 P.M., daily except Sundays and holidays.

Add Thereto:

Paid parking through City's Application Based Parking Management System, southwesterly side, from 1,035 feet west of Osceola Street to 765 feet west of Osceola Street, between the hours of 6:00 A.M. and 10:00 P.M., daily, except Sunday and holidays.

Paid parking through City's Application Based Parking Management System, southwesterly side, from 545 feet wet of Osceola Street to 330 feet west of Osceola Street, between the hour of 6:00 A.M. and 10:00 P.M.,

daily, except Sundays and holidays.

Paid parking through City's Application Based Parking Management System, southwesterly side, from 250 feet west of Osceola Street to 30 feet west of Osceola Street, between the hours of 6:00 A.M. and 10:00 P.M., daily, except Sundays and holidays.

Paid parking through City's Application Based Parking Management System, southwesterly side, from 30 feet east of Osceola Street to 330 feet Osceola Street, between the hours of 6:00 A.M. and 10:00 P.M., daily except Sundays and holidays.

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 #25-557 on October 28, 2025 converting permit to App. Based Paid Parking on High 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). This ordinance converts city permit parking to App. based timed parking on High Avenue in various sections between and Rockwell Drive and Wisconsin Avenue.

The full text of the ordinance may be obtained at the Office of the City Clerk, 215 Church Avenue and through the City's website at www.oshkoshwi.gov Clerk's phone: 920/236-5011.



TO: Honorable Mayor and Members of the Common Council
FROM: Dean Smith, Police Chief
DATE: October 28, 2025
SUBJECT: Res 25-558 Approve budget amendment to Police Department's operating budget for technology upgrades (\$10,200.00)

BACKGROUND

The Oshkosh Police Department has recently implemented technological upgrades within its Professional Standards Division (PSD) and the Criminal Investigation Division (CID). These enhancements provided training opportunities for officers to complete required annual re-certifications and reduced training and travel costs, and the improved technology has enhanced the department's ability to investigate crimes. By integrating advanced technology, it has streamlined processes, enhanced data analysis, and increased the effectiveness of operations and investigations.

ANALYSIS

After conducting multiple training sessions, the department has identified the need for additional equipment in the training room to enhance the effectiveness of in-house certification and training classes. The department also utilizes phone extraction software for technological criminal investigations, which requires a more robust workstation for the review of large extraction files that the current digital evidence technicians workstation is unable to support. In addition, there are additional monitors that were identified as needs within the Department. A budget transfer is necessary to cover the costs of these technology upgrades.

FISCAL IMPACT

Amend the department's budget, reducing Account No. 01000211-6102 ("Regular Pay") by \$10,200 and increasing Account No. 01000211-6550 ("Minor Equipment") by \$10,200.

RECOMMENDATION

Staff recommends that Council approve the above budget transfer.

Attachments

RES 25-558

10/28/2025	25-558	RESOLUTION
CARRIED	5-0	

10/14/2025	25-515	RESOLUTION
LAID OVER	4-0	

PURPOSE: APPROVE THE BUDGET AMENDMENT TO THE OSHKOSH POLICE DEPARTMENT OPERATING BUDGET FOR TECHNOLOGY UPGRADES (\$10,200.00)

INITIATED BY: OSHKOSH POLICE DEPARTMENT

WHEREAS, the Common Council has adopted the 2025 Operations Budget, which are on file in the Office of the City Clerk and available for public inspection; and

WHEREAS, it is necessary to amend the 2025 Police Department Operations Budgets to fund minor equipment purchases.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the 2025 Operations Budgets, on file in the City Clerk's Office, are hereby amended to transfer: \$10,200 from Account No. 01000211-6102 ("Regular Pay") to Account No. 01000211-6550 ("Minor Equipment").



TO: Honorable Mayor and Members of the Common Council
FROM: Jon Urben, General Services Manager
DATE: October 28, 2025
SUBJECT: Res 25-559 Approve 2025 CIP budget amendment and approve cooperative purchase of service body from Monroe Truck Equipment for Water Utility Division (\$30,644.00)

BACKGROUND

In the 2025 CIP, the Common Council allocated \$80,000.00 for the purchase of a new one-ton pickup truck with service body for the Water Utility Division. This new truck will replace #821 and is used to pull several heavy pieces of equipment, such as valve turners, air compressors and the ditch witch. It also carries all the parts and supplies the lead technician needs in the field. At their February 25, 2025, meeting, the council approved the cooperative purchase of the chassis for this unit for \$53,344.00. This memo is to recommend the approval of a 2025 CIP budget amendment and to approve the purchase of the service body to complete this unit, pursuant to the cooperative purchase exception to our purchasing ordinance.

ANALYSIS

Field Operations Staff have determined a steel service body with Monroe components would meet the need for this unit. Purchasing has confirmed Monroe Truck Equipment, Inc. holds a Sourcewell cooperative contract (#062222-AEB1) for the service body to complete the unit. By utilizing this contract, the City will save an estimated \$8,170.00 (21%) off the list price.

FISCAL IMPACT

The 2025 CIP allocated \$80,000.00 for this unit. At their February 25, 2025, meeting, the Common Council approved a cooperative purchase of the unit's chassis for \$53,344.00. Combined with this service body purchase of \$30,644.00, the total fiscal impact of this unit is \$83,988.00. Staff recommends addressing the overage for this bid by approving a CIP budget amendment to decrease A/N# 03221810 7204 66011 (FORKLIFT) by \$800.00 and A/N# 03221810 7210 66013 (3/4 -- TN PICK UP / VAN) by \$3,585.17 and increase A/N# 03221810 7210 66012 (WD -- 1 TN PICKUP TRUCK) by \$4,385.17. This amendment will cover the overage for this bid (\$3,988.00) and the remaining balance in this account will be used towards additional items needed to finalize the setup of this vehicle. The purchase of the service body will be charged to A/N# 03221810 7210 66012 (WD -- 1 TN PICKUP TRUCK). The current unit will be taken to auction.

RECOMMENDATION

Section 12-15 of the Municipal Code provides that, subject to approval of the City Manager, cooperative purchases pursuant to a contract with any other local, state or federal governmental unit or agency may be made without following a competitive bidding or quotation process. In accordance with Section 12-15 of the Municipal Code and with approval by the City Manager, Purchasing recommends the Common Council approve the 2025 CIP budget amendment noted above and award this purchase pursuant to this cooperative contract for the aluminum service body to Monroe Truck Equipment, Inc., 1151 W. Main Street, De Pere, WI 54115 for \$30,644.00.

Attachments

RES 25-559

10/28/2025
CARRIED

25-559
5-0

RESOLUTION

10/14/2025
LAID OVER

25-524
4-0

RESOLUTION

PURPOSE: APPROVE 2025 CIP BUDGET AMENDMENT AND APPROVE COOPERATIVE PURCHASE OF SERVICE BODY FROM MONROE TRUCK EQUIPMENT FOR WATER UTILITY DIVISION (\$30,644.00)

INITIATED BY: GENERAL SERVICES DIVISION

WHEREAS, the proposed 2025 Capital Improvement Program (CIP) includes an allocation of \$80,000.00 for the purchase a one-ton pickup truck with service body for the Water Utility Division to replace an outdated existing unit; 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, by participating through the Sourcewell Cooperative Purchase program, staff was able to obtain a more competitive price for the unit; and

WHEREAS, Monroe Truck Equipment holds the Sourcewell cooperative contract (#062222-AEB1) for the unit; and

WHEREAS, it is necessary to amend the 2025 Capital Improvement Program Budget to add additional funding for this purpose.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the 2025 Capital Improvements Budget, on file in the City Clerk's Office, is hereby amended as follows:

Decrease \$800.00 from Account No. 03221810 7204 66011 (FORKLIFT)

Decrease \$3,585.17 from Account No. 03221810 7210 66013 (3/4 – TN PICK UP / VAN)

Increase \$4,385.17 to Account No. 03221810 7210 66012 (WD – 1 TN PICKUP TRUCK)

BE IT FURTHER 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 unit from:

MONROE TRUCK EQUIPMENT, INC.
1151 W. MAIN STREET, DE PERE, WI 54115

Cooperative Contract Price: \$30,644.00

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. 03221810 7210 66012 (WD – 1 TN PICKUP TRUCK)



TO: Honorable Mayor and Members of the Common Council
FROM: Rebecca Grill, City Manager
DATE: October 28, 2025
SUBJECT: Res 25-560 Approve professional services agreement with OpenGov for permitting and licensing software through 2030 and corresponding budget amendment (implementation costs: \$178,000; combined 5-year subscription costs: \$744,600)

Attachments

Res 25-560
OpenGov Slides
OpenGov Memo
OpenGov White Paper

10/28/2025

25-560

RESOLUTION

CARRIED

5-0

PURPOSE: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH OPENGOV FOR PERMITTING AND LICENSING SOFTWARE AND CORRESPONDING BUDGET AMENDMENT

INITIATED BY: CITY ADMINISTRATION

WHEREAS, the City of Oshkosh is committed to supporting economic development, enhancing government effectiveness, and providing efficient, transparent services to residents; and

WHEREAS, the City has identified a need for modernization in permitting, licensing, inspections, and code enforcement through a comprehensive cloud-based software solution; and

WHEREAS, OpenGov, a leader in governmental software solutions, offers a robust platform that aligns with the City's strategic priorities by delivering an integrated system that enhances operational efficiency and customer satisfaction;

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 OpenGov, Inc. for permitting and licensing software services in the amount of \$922,600 for the 5-year agreement.

BE IT FURTHER RESOLVED that the 2025 Operating Budget, on file in the City Clerk's office, is hereby amended to appropriate \$178,000 to account number 02240110-7230-15492 ARPA - OpenGov.

BE IT FURTHER RESOLVED that the funding for this will come from the following accounts in 2026, with specific allocations to be reviewed during the budgeting process for future years:

Department	GL Account Number	Allocations	
		Percentage	2026
IT	01000110-6415	45%	\$ 60,600.00
Recycling	02110480-6415	5%	\$ 6,700.00
Garbage Collection	02120470-6415	5%	\$ 6,700.00
Inspections	05710750-6415	15%	\$ 20,200.00
Water	05411890-6415-08903	10%	\$ 13,500.00
Sewer	05511940-6415	10%	\$ 13,500.00
Storm	05612030-6415	10%	\$ 13,500.00
		100%	\$ 134,700.00



OpenGov – Permitting and Licensing

October 28, 2025

Current Challenges



Fragmented Systems

Departments manage separate databases with duplicate data entry and inconsistent tracking.



Manual Processes

Paper applications, scanning, and email routing delay approvals and increase re-work.



Vendor Dependence

Evolve requires vendor tickets for even small changes, causing delays and adding costs.



Customer Frustration

Lack of a single, user-friendly portal to submit, pay, and track applications.



Limited Analytics

No comprehensive way to measure cycle times, identify bottlenecks, or share service metrics publicly.



Locating Records

Currently, records are scattered across various departments, stored in paper form and different systems, requiring significant staff time to fulfill record requests.

Licensing and Permitting

One Cloud Suite to Power Every Permitting and Licensing Workflow



Planning and Zoning



Building Permits



Virtual Inspections



Code Enforcement



Pet Licenses



Business Licenses



Outdoor Dining



Short-Term Rentals



Special Events



Health Permits



Public Works



Fire and Safety



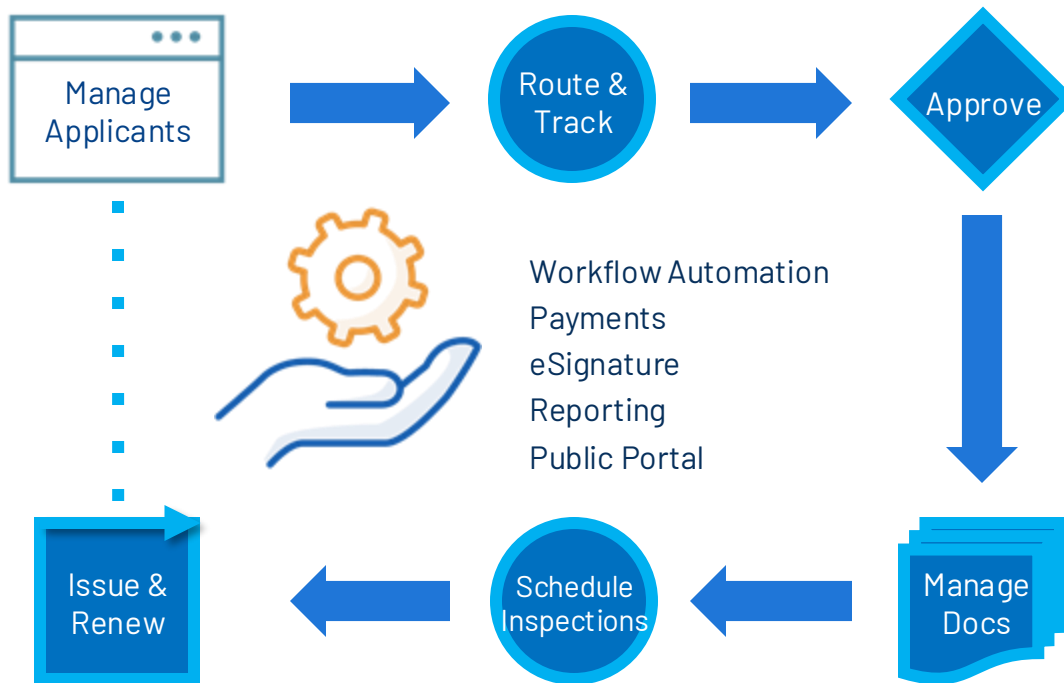
Police



Grant Management

Licensing and Permitting

Manage external and internal processes and workflows



Why Open Gov?

Goal 1: Modernize Operations

- Drag-and-drop workflows empower staff to manage change without vendor dependency.
 - Mobile app and updated inspection calendar streamlines fieldwork.
 - Digital application intake enables Clerk, Planning, and Inspection staff to work from a single source of truth.
- **ROI Impact:** \$75K–\$100K in labor savings and FTE delay

Goal 2: Improve Resident Communication

- Custom messaging and AI-powered renewals simplify engagement.
 - Status updates, receipts, and inspection notices are delivered automatically.
 - Public portal modeled after “Amazon experience” increases satisfaction and early compliance.
- **ROI Impact:** 70%+ digital submittals; 60–80% fewer walk-ins/calls

Goal 3: Boost Transparency & Performance Management

- Automated reporting tracks permit volume, turnaround time, and revenue trends.
 - Condition-based inspection scheduling enables better field time use.
 - Internal task management dashboards reduce dropped handoffs and delays.
- ROI Impact: 40–60% reduction in average permit cycle time

Goal 4: Enable Enterprise-Wide Scalability

- Unlimited user access supports Clerk, Planning, Fire, Engineering, and City-wide operations.
 - Future-proofed with open API, Outlook calendar sync, and Bluebeam integration.
 - Forms, workflows, and rules are all configurable by staff—no IT or vendor bottlenecks.
- Strategic Value: Single platform supporting all departments' modernization goals

Why Open Gov?



24/7 Access and Convenience

Single intuitive online portal to apply, upload plans, pay fees, and track progress anytime.



Configurable by Staff

City employees can create and update forms, fees, and workflows without vendor intervention, enabling rapid policy implementation and continuous improvement.



Breakdown of Departmental Silos

All permits, licenses, inspections, and service requests are centralized—eliminating duplicate data entry and reducing time for approval.



Paperless Efficiency

Electronic routing, e-signatures, and automated notifications replace paper and email approvals, reducing turnaround times by up to 60 percent.



Cloud Based Software with Continuous Enhancement

Rapid innovation driven by customer feedback.



Transparency and Analytics

Real-time dashboards show workloads, cycle times, and service levels—supporting performance reporting to Council and the public.



Mobile Field Tools

Inspectors can perform and close inspections in the field with instant documentation and feedback.



Scalable Integration

Future modules (engineering, finance, HR, code enforcement) can be added to expand functionality and eliminate redundant software.

Future Historical Record Migration:

Legacy documents and data can be migrated into OpenGov, enabling staff and the public to access historical records and project files in a single, searchable system.

Open Gov Estimated ROI

First 3 Years (*Conservative Estimates*)

- Staff Cost Avoidance: \$75,000–\$125,000
- Reduction in Permit Cycle Time: 40–60% (based on peer benchmarks)
- Inspection Scheduling Time Savings: 30–50% faster turnaround
- Deferred FTE Hiring: 1–2 years
- Document Automation Savings: \$20,000+ in legal/form rework time
- Public Interaction Reduction: Up to 70% fewer walk-ins and calls
- Payment Collection Acceleration: Revenue recognized 2–4 weeks faster
- Increased Online Submittals: 65–80% within 6 months
- Cross-Department Workflow Visibility: 100% digital audit trail
- Reduction in Application Rework: 25–35%

Financial Analysis

System	2025 Cost	2026 Cost	Difference
Evolve	\$17,500	—	Replaced
Evolve Expansion	~\$15-30K per year		Unlimited records and staff able to directly add in OpenGov
SeeClickFix	\$28,000	—	Replaced
Total Legacy Systems	\$45,500	—	—
New Record Request Software	~\$13K		OpenGov capable of accepting and monitoring
OpenGov (Unified Platform)	—	\$134,773	~+\$61,200/\$46,200
Implementation (2025)	—	\$178,000 (one-time)	

OpenGov Permitting & Licensing Scope

Key Deliverables: A SOW will be issued for the complete Implementation detailing OpenGov's plan for a successful migration and implementation.

Service Areas:

- Unlimited across the City

Record Types Built by OpenGov: **Record count/types to be determined by Oshkosh*

- OpenGov Creates **15** record*
 - Business Licensing - 6 total
 - Special Events - 1 total
 - Building - 3 total
 - Code Enforcement - 2 total
 - Public Work - 2 total
 - Fire - 1 total
- Oshkosh Creates Unlimited Records

Includes application form conversion, application workflow, user permissions, output document creation, required attachments (if applicable), fees = everything associated with form/application

Integrations & Data:

- ESRI ArcGIS
- GIS Flag Integration
- Master Address Table (MAT) Integration
- Invoice Cloud
- Autofills - 5
- Account & Finance
- BlueBeam

Data Migration:

- Evolve Data Migration
- Document Migration

Training:

- 3-Day Onsite Training
- Admin Trainings
- End User Trainings
- Mobile App
- Reporting & Transparency Training
- Integration Training
- Data Training

Staff training is tailored to the City and includes public portal, projects, forms, workflows, fees, documents, inspections, scheduling, Communication Center. Everything associated with staff interface.

Scope Commentary:

- Unlimited Records across City
- Unlimited Users, Usage and Data
- Stripe for Payments Processing - fees can be paid by applicant or City
- Dedicated Project Team, Training, Implementation Resources, Customer Success and Support
- Ongoing Support & Maintenance
- All Future Software Enhancements
- Online portal configuration, integrations,
- data Single Sign On (SSO)
- Role-Based Access Control (RBAC)



TO: Honorable Mayor and Members of the Common Council
FROM: Rebecca N. Grill, City Manager
DATE: October 28, 2025
RE: Approval of Agreement with OpenGov, Inc. for Implementation of Citywide Permitting and Licensing and Public Facing Processes Software

EXECUTIVE SUMMARY

This memorandum requests authorization to enter into an agreement with OpenGov, Inc. for implementation of a new, cloud-based Permitting and Licensing System to replace the City's existing Evolve and SeeClickFix platforms. The total implementation cost is \$178,000 in 2025, with an annual subscription of \$134,700 beginning in 2026 (5% annual increase through 2030).

This initiative consolidates two software systems and numerous paper/manual-based processes into a single, flexible, and scalable platform—creating a streamlined, paperless, and customer-focused experience for residents, businesses, and employees while eliminating inefficiencies including manual routing and email-based approvals.

BACKGROUND

The City currently relies on separate systems for permitting, licensing, and citizen service requests. Evolve requires vendor intervention for any workflow, form, or record change, resulting in additional fees and delays. SeeClickFix provides limited integration and lacks the scalability for additional internal and external processes.

ANALYSIS

The OpenGov Permitting & Licensing Suite will deliver a unified, cloud-based platform that supports multiple departments through automation and self-service configuration.

Key Features and Benefits:

24/7 Access and Convenience: Residents, business owners, and contractors gain a single online portal to apply for permits and licenses, upload plans, make payments, and track status in real time—reducing in-person visits, phone calls, and email backlogs.

Configurable by Staff: City employees can create or modify forms, fees, and workflows directly—without vendor assistance or added cost—allowing the City to quickly implement policy updates, respond to community needs, and continuously improve services.

Breakdown of Departmental Silos: All departments will share one system for permits, licenses, inspections, and requests, eliminating duplicate data entry, inconsistent information, and avoidable delays.

Paperless, Automated Efficiency: Electronic forms, routing, and e-signatures replace manual paper processes and email approval chains, cutting turnaround times by up to 60 percent.

Transparency and Data-Driven Management: Real-time dashboards and analytics allow staff and leadership to track cycle times, identify bottlenecks, and measure performance improvements for reporting to the Common Council and public.

Mobile Field Tools: Inspectors can complete and close approvals in the field, reducing administrative lag and improving communication.

Scalable Integration: The platform provides capacity to integrate future processes (e.g., code enforcement, engineering, finance, and HR), compounding long-term efficiencies and collaboration.

System	2025 Cost	2026 Cost	Difference
Evolve	\$17,500	—	Replaced
Evolve Expansion	~\$15-30K per year	—	Unlimited records and staff able to directly add in OpenGov
SeeClickFix	\$28,000	—	Replaced
Total Legacy Systems	\$45,500	—	OpenGov capable of accepting and monitoring
New Record Request Software	~\$13K	—	
OpenGov (Unified Platform)	—	\$134,700	~+\$61,200/\$46,200
Implementation (2025)	—	\$178,000 (one-time)	

Despite the higher subscription cost, **annual efficiency savings of \$90,000–\$150,000** from automation, paper reduction, and deferred hiring will offset the cost difference within the first year. Additionally, moving current manual and paper-based systems into evolve will include additional costs for development as well as working on the developer’s timeline.

ALIGNMENT WITH CITY OF OSHKOSH STRATEGIC PLAN (2025–2026)

- Goal 3 – Support Economic Development: Streamlines approval and permitting processes, making Oshkosh more business-friendly and development-ready.
- Goal 6 – Enhance the Effectiveness of Our City Government: Advances transparency, digital communication, and service delivery efficiency through technology modernization.

ALIGNMENT WITH CITY MANAGER GOALS

- Goal 1 – Community Engagement Plan: Supports the *Virtual City Hall* and *Centralized Notification System* deliverables, improving public communication and service accessibility.
- Goal 4 – Organizational Review and Modernize Structure: Implements modern workflows that align staffing, processes, and technology.
- Goal 5 – Advance Workplace Culture and Operational Efficiency: Reduces bottlenecks, paper handling, and email approval delays, empowering employees to focus on higher-value service.

RECOMMENDATION

Chapter 12 of the Municipal Code provides that professional services of a specialized nature may be procured without competitive bidding. In accordance with Section 12-16, Purchasing recommends that the Common Council approve the agreement with OpenGov, Inc. for citywide permitting, licensing, and inspection software and implementation services. This modernization initiative fulfills Strategic Plan Goals 3 and 6 and the City Manager's Goals for innovation, communication, and operational efficiency.



City of Oshkosh

White Paper – OpenGov Permitting & Licensing Modernization Initiative

Date: October 28, 2025

Prepared by: Rebecca Grill, City Manager

I. Executive Summary

The City of Oshkosh is implementing OpenGov's cloud-based Permitting & Licensing System to replace outdated and fragmented systems—Evolve and SeeClickFix—with a unified, paperless platform that enhances customer experience, internal efficiency, and data transparency.

2025 Implementation Cost: \$178,000 2026 Annual Subscription: \$134,700

Legacy Annual Cost (Evolve + SeeClickFix): \$45,500 Annual Difference: +\$89,200

The system will deliver measurable efficiencies, estimated at \$90,000–\$150,000 annually, through automation, paper reduction, and workflow streamlining—while improving transparency and responsiveness for residents and businesses.

II. The Challenge

Oshkosh's current permitting and licensing processes are built on disconnected tools that create silos between departments, slow service, and frustrating customers. The result is inefficiency, increased cost, and reduced transparency.

Current Issues:

- **Fragmented Systems:** Departments manage separate databases with duplicate data entry and inconsistent tracking.
- **Manual Processes:** Paper applications, scanning, and email routing delay approvals and increase re-work.
- **Vendor Dependence:** Evolve requires vendor tickets for even small changes, causing delays and added cost.
- **Customer Frustration:** Residents lack a single, user-friendly portal to submit, pay, and track applications.
- **Limited Analytics:** There is no comprehensive way to measure cycle times, identify bottlenecks, or share service metrics publicly.

III. The Solution: OpenGov

The **OpenGov Permitting & Licensing Suite** provides a modern, configurable, and cloud-based solution that connects departments, staff, and customers in one seamless platform.

Key Benefits of Modernization:

- **24/7 Access and Convenience:** Residents, contractors, and businesses gain a single online portal to apply, upload plans, pay fees, and track progress anytime—reducing walk-ins, calls, and email chains.

- **Configurable by Staff:** City employees can create and update forms, fees, and workflows without vendor intervention, enabling rapid policy implementation and continuous improvement.
- **Breakdown of Departmental Silos:** All permits, licenses, inspections, and service requests are centralized—eliminating duplicate data entry and delays.
- **Paperless Efficiency:** Electronic routing, e-signatures, and automated notifications replace paper and email approvals, reducing turnaround times by up to 60 percent.
- **Transparency and Analytics:** Real-time dashboards show workloads, cycle times, and service levels—supporting performance reporting to Council and the public.
- **Mobile Field Tools:** Inspectors can perform and close inspections in the field with instant documentation and feedback.
- **Scalable Integration:** Future modules (engineering, finance, HR, code enforcement) can be added to expand functionality and eliminate redundant software.

IV. Financial Analysis

System	2025 Cost	2026 Cost	Difference
Evolve	\$17,500	—	Replaced
Evolve Expansion	~\$15-30K per year		Unlimited records and staff able to directly add in OpenGov
SeeClickFix	\$28,000	—	Replaced
Total Legacy Systems	\$45,500	—	—
New Record Request Software	~\$13K		OpenGov capable of accepting and monitoring
OpenGov (Unified Platform)	—	\$134,773	~+\$61,200/\$46,200
Implementation (2025)	—	\$178,000 (one-time)	

Estimated Annual Savings & Efficiencies:

- Staff Cost Avoidance: \$75k – \$125k per year
- Faster Permit Cycles: 40 – 60 % reduction
- Deferred Hiring: 1 – 2 FTEs (\$80k – \$160k)
- Paper Reduction & Automation: \$20k+ annual savings
- Public Interaction Reduction: Up to 70 % fewer walk-ins and calls
- Revenue Recognition: 2–4 weeks faster
- Elimination of need for record request software ~\$10K annual savings

V. Software Evaluation and Selection Process

City staff evaluated multiple municipal permitting platforms over ten months for scalability, cost, configurability, and user experience.

Evolve (Current System):

While functional, Evolve's structure is rigid and vendor-dependent. Any workflow or fee change requires a service ticket, and each new public-facing record type incurs additional cost—limiting flexibility and responsiveness.

Other Systems Reviewed: We reviewed our current system as well as several other systems. Although capable of the basic application and varying workflow functions, each presented drawbacks:

- Insufficient experience necessary to confidently support an organization of our size through implementation and beyond.
- Limited record type capacity and departmental scalability.
- Rigid workflows requiring vendor intervention to modify.
- Complicated interfaces that reduce user adoption.
- Weak real-time reporting and analytics tools.
- High add-on costs for new modules and forms.

Why OpenGov Was Selected:

OpenGov is already used successfully by several Wisconsin municipalities, including Sun Prairie and West Allis.

From the City Manager's prior implementation experience in West Allis, the system replaced more than 150 manual and disconnected record types, allowing staff to consolidate workflows and data across departments. It provided:

- Ease of Use for External and Internal Customers
- Configurable Record Creation: Staff-built workflows and forms—no vendor delays or costs.
- Comprehensive View of Activity: All permits, licenses, and inspections linked to one address or customer profile.
- Audit Trails and Time Stamps: Automatic logging for transparency and accountability.
- Automated Renewals: Streamlined license and permit renewal processes reducing manual workload.
- Online Inspection Requests and Checklists: Instant feedback and documentation for applicants and inspectors.
- Future Historical Record Migration: Legacy documents and data can be migrated into OpenGov, enabling staff and the public to access historical records and project files in a single, searchable system.
- Management and Oversight Capabilities

OpenGov's configurability, reporting power, and proven municipal success make it the best choice to achieve Oshkosh's goals of transparency, efficiency, and innovation.

VI. Strategic & Organizational Alignment

City of Oshkosh 2025–2026 Strategic Plan

- Goal 3 – Support Economic Development: Implements the objective to streamline approval and permitting processes and promote a business-friendly climate.
- Goal 6 – Enhance the Effectiveness of Our City Government: Advances transparency, communication, and performance management through technology modernization.

City Manager Goals

- Goal 1 – Develop and Launch a Community Engagement Plan: Builds the *Virtual City Hall* and *Centralized Notification System*, improving resident communication and customer experience.
- Goal 4 – Conduct Organizational Review and Modernize Structure: Aligns people, processes, and technology for a modern, responsive organization.
- Goal 5 – Advance Workplace Culture and Operational Efficiency: Reduces paper bottlenecks and empowers employees with agile tools that support collaboration and continuous improvement.

Goals Update (September 2025):

- Advances the *Continuous Improvement and Innovative Service Delivery* strategy.
- Fulfills the milestone to “*Implement one software solution that streamlines resident and business service environments and provides a one-stop shop.*”
- Embodies the Guiding Principles: *Transparent, Accessible, Collaborative, Efficient & Sustainable, Innovative & Technology-Driven, Employee-Centered.*

VII. Implementation Timeline

Milestone	Target Date	Outcome
Configuration & Validation	Q4 25 – Q1 2026	Core workflows and record types configured; system and data integration testing initiated
Staff Training & User Acceptance Testing	Q1 – Q2 2026	Department staff trained; internal testing and process refinements completed
Public Launch (Phase 1)**	Q2 2026	Public portal goes live with Clerk licensing and 10 additional record types across multiple departments
Expanded Integrations (Phase 2)	Q3 2026 – 2027	Add additional record types and processes (external and internal)
95 % Customer-Facing Processes Online (Goal Milestone)	Q4 2027	Majority of resident and business services fully digital and accessible online

VIII. Conclusion

The OpenGov Permitting & Licensing System represents a transformational step toward a more transparent, efficient, and customer-focused City of Oshkosh. It delivers quantifiable savings,

modernizes internal workflows, and enhances communication with the public. This initiative directly advances the City's Strategic Plan Goals 3 and 6, fulfills the City Manager's performance goals, and upholds the organization's Guiding Principles of transparency, innovation, and collaboration.



TO: Honorable Mayor and Members of the Common Council
FROM: Sara Rutkowski, Community Development Director
DATE: October 28, 2025
SUBJECT: Res 25-561 Approve Development Agreement with Habitat for Humanity of Oshkosh, Inc. for sale of nine lots located at Washington School Workforce Housing Subdivision

BACKGROUND

The City of Oshkosh had acquired the former Washington School site previously located at 929 Winnebago Avenue to create the Washington School Workforce Housing Subdivision. This redevelopment involved demolishing existing structures, installing necessary utilities this fall, and the development of eighteen (18) lots into single-family homes. Habitat for Humanity is a key partner, responsible for developing nine lots for affordable housing aimed at low-income families while the city lots will focus more on workforce housing.

ANALYSIS

Habitat for Humanity will begin to build affordable single-family homes starting with four lots for low- and moderate-income families, emphasizing accessibility for persons with disabilities. Habitat's Project will proceed in phases, with four lots purchased by January 31, 2026, with the remaining five lots dates to be determined in the future to allow Habitat the ability to fundraise as needed. Habitat will use the Housing Specifications guidelines on lots built on. This partnership will fill needed gaps in Oshkosh's housing stock located within our community and is a great collaboration between both parties.

FISCAL IMPACT

The City will sell the lots to Habitat at \$35,000 each, with conveyance occurring in phases. Financial incentives and assistance will be extended to eligible families. Utility installation is already underway, ensuring the lots are ready for construction and minimizing impact on the neighborhood.

RECOMMENDATION

Staff recommends approval of the development agreement with Habitat for Humanity of Oshkosh.

Attachments

Res 25-561
DA Habitat

10/28/2025

25-561

RESOLUTION

CARRIED

5-0

PURPOSE: APPROVE DEVELOPMENT AGREEMENT WITH HABITAT FOR HUMANITY OF OSHKOSH, INC. FOR SALE OF NINE LOTS LOCATED AT WASHINGTON SCHOOL WORKFORCE HOUSING SUBDIVISION

INITIATED BY: COMMUNITY DEVELOPMENT DEPARTMENT

WHEREAS, the City of Oshkosh aims to enhance community development by supporting affordable housing initiatives; and

WHEREAS, Habitat for Humanity of Oshkosh has proposed a development project to build residential housing at the property located at 929 Winnebago Avenue; and

WHEREAS, the attached Developer Agreement outlines the terms, responsibilities, and obligations of both the City and Habitat for Humanity of Oshkosh in executing this project; and

WHEREAS, said agreement aligns with the City's strategic goals to provide affordable and sustainable housing options to its residents;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the appropriate City officials are authorized and directed to execute all require documents and take necessary actions to facilitate the development described in the agreement.

DEVELOPMENT AGREEMENT

Document Number

Document Title

Between City of Oshkosh, a Wisconsin municipal corporation, and Habitat for Humanity of Oshkosh, Inc., a Wisconsin non-stock corporation.

The property is generally located on the closed former Washington Elementary School site at 929 Winnebago Avenue, Oshkosh, WI 54901 and consists of Parcel Numbers:

Lot 1: Parcel 90204230100

Lot 2: Parcel 90204230200

Lot 5: Parcel 90204230500

Lot 6: Parcel 90204230600

Lot 11: Parcel 90204231100

Lot 12: Parcel 90204231200

Lot 14: Parcel 90204231400

Lot 15: Parcel 90204231500

Lot 17: Parcel 90204231700

Recording Area

Name and Return Address

City Attorney Office

P O Box 1130

Oshkosh WI 54903-1130

LEGAL DESCRIPTION

Being all of Lots 1, 2, 5, 6, 11, 12, 14, 15 and 17 of Washington School Plat, recorded as document number 1945204, Winnebago County Register of Deeds.

This instrument drafted by:

Lynn A. Lorensen, City Attorney
Oshkosh, WI 54903-1130

DEVELOPMENT AGREEMENT WASHINGTON SCHOOL REDEVELOPMENT

This Development Agreement (Agreement) is made as of the ____ day of _____, 2025 by and between the City of Oshkosh, Wisconsin, a Wisconsin municipal corporation (City), and Habitat for Humanity of Oshkosh, Inc., a Wisconsin Non-Stock Corporation (Habitat). This Development Agreement serves as the entire agreement relating to the real property located on the former Washington Elementary School site bounded approximately by Winnebago Avenue and School Avenue.

RECITALS

A. The parties have shared or have similar interests in offering housing and neighborhood programs to those who need assistance that is not otherwise offered in the marketplace. Habitat's mission is to build simple, decent, affordable housing for low- and moderate-income persons and families. The City maintains programs that assist with the establishment and maintenance of viable urban communities by providing decent housing, suitable living environments and expanding economic opportunities for persons and families with low and moderate income.

B. Habitat seeks to continue fulfilling its mission through expanding the types of affordable housing that is available to qualified low- and moderate-income families as well as expanding the housing opportunities available for those with disabilities. To that end, Habitat, along with its other partners, will construct affordable single-family homes for low to moderate income families.

C. The City seeks to continue fulfilling its programs assisting low-income residents, potential homeowners with financial barriers, and neighborhood communities by providing Property on which Habitat will construct affordable single-family housing, as well as providing certain financial assistance that will allow Habitat's goals to become a reality for the qualified low- and moderate-income persons and families selected for ownership.

D. The City has acquired the former Washington School located at 929 Washington Avenue, formally platted the property, demolished the existing school structures and has entered a contract for the installation of necessary utilities for the newly created lots, all for the purpose of redeveloping the property with workforce housing to be known as the Washington School Workforce Housing Subdivision.

E. The Parties intend by this Agreement to provide the framework by which the City shall convey up to nine (9) of the lots within the Washington School Workforce Housing Subdivision, the “Property”, as more specifically defined below, to Habitat in phases pursuant to the terms of this Agreement. Habitat agrees to develop the Property conveyed to Habitat pursuant to the terms of this Agreement and a plan to be approved by the Common Council, the “Habitat Project”.

THEREFORE, in consideration of the foregoing Recitals which are incorporated into and made a part of this Agreement, the promises, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Habitat promise, covenant, and agree as follows:

Article I. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“City” means the City of Oshkosh, Wisconsin, a Wisconsin municipal corporation, its successors and assigns.

“Completion Date” means the date all work related to the entire Habitat Project must be completed, including all interior and exterior components, and including the conveyance to qualified new home owner(s), which is December 31, 2032.

“Default” means the occurrence of one or more of the events described in Article IV, below.

“Effective Date” means the date first identified in this Agreement as the date the all parties intend these terms to begin.

“Habitat Project” means Habitat’s acquisition of the Property, in the form of up to nine (9) residential lots within the Washington School Workforce Housing Subdivision, from the City in three phases, and construction of single-family affordable structures for low to moderate income individuals on the Property, followed by Habitat’s conveyance of each lot to qualified families. The recorded plat for the entire former Washington School site is attached as Exhibit A.

“Project Plans” means final detailed plans and specifications for the Project, and all other improvements to be located on each residential parcel of the Property. Habitat shall comply with City Design Standards for Single and Two-Family Homes - Oshkosh Zoning Ordinance Section 30-241 for all their single-family dwellings. Habitat shall use the approved Housing Specifications attached as Exhibit B hereto prepared for use for the Washington School Workforce Housing Subdivision on all lots Habitat builds upon.

“Property” means the land upon which the Habitat Project will be located. The Washington School Workforce Housing Subdivision will be divided into approximately Eighteen (18) separate parcels by Plat as allowed by law, with each parcel of sufficient size to construct single family dwellings. Pursuant to this Agreement, the City shall convey up to nine (9) lots from the Plat to Habitat, the “Property”, for the Habitat Project.

“Start Date” means the date on which Habitat construction of at least one (1) single family home on the Property has started. The start date shall be on or before July 1, 2026.

“Term” means the period of time from the Effective Date of this Agreement to the Completion Date.

“Washington School Workforce Housing Subdivision” means the subdivision plat created upon the site of the former Washington School located at 929 Washington Avenue and bounded approximately by Winnebago Avenue and School Avenue.

Article II. City Representations and Obligations.

A. Subdivision Platting. The City shall be responsible for creating and recording the Washington School Workforce Housing Subdivision plat consisting of the Eighteen (18) residential lots as allowed by law, with each parcel of sufficient size to construct single family dwellings.

B. Utilities.

(1) Stormwater - The Property must comply with storm water requirements as identified in the Oshkosh Municipal Code, or other local, state, or federal rules, regulations, or laws.

The City shall be responsible to prepare a grading and drainage plan for the subdivision 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. A copy of the final plan shall be available through the Oshkosh Department of Public Works or through documents recorded with the Winnebago County Register of Deeds, or both. City and Habitat shall cause each of their lots to be built according to the approved Stormwater Management Plan.

(2) Sanitary Sewer and Public Water – The City shall install sanitary sewer and water utility laterals for all lots within the plat. Installation shall be coordinated between Habitat lots and City lots so that the impact to the neighborhood and the costs are minimized.

E. Conveyance of Property to Habitat. The City agrees to convey the Property to Habitat pursuant to Article IV of this Agreement.

F. City to Develop Remaining Parcels. The City agrees that it shall take reasonable actions to develop the remaining parcels in Washington School Workforce Housing Subdivision for residential development.

G. Financial Incentives. The City agrees to offer or make eligible to Habitat lot purchasers the same financial incentives or offers typically offered to home-buyers within the City of Oshkosh, including but not limited to down payment assistance, subject to the program eligibility requirements.

Article III. Habitat Representations and Obligations.

A. Warranties of Habitat. represents and warrants to the City as follows:

(1) Habitat is a non-stock corporation duly organized by the State of Wisconsin, is current with all administrative entity formation requirements of the State, and has the power and all necessary licenses, permits, and franchises to own their assets and properties and to carry on its business.

(2) Habitat is duly licensed or qualified to do business in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on their business or financial condition.

(3) The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate actions of Habitat, and constitute the valid and binding obligations of Habitat that are enforceable in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

(4) The execution, delivery, and performance of Habitat's obligations pursuant to this Agreement will not violate or conflict with Habitat's Articles of Organization or other corporate operating agreements or bylaws, or any indenture, instrument or agreement by which Habitat is bound, nor will the execution, delivery or performance of Habitat's obligations pursuant to this Agreement violate or conflict with any law applicable to Habitat or to the Project.

(5) There is no litigation or proceeding pending or affecting Habitat, or, to the best of Habitat's knowledge, threatening Habitat or the Project, that would adversely affect the Project or Habitat, or the enforceability of this Agreement, the ability of Habitat to complete the Project or the ability of Habitat to perform its obligations under this Agreement.

(6) To the best of Habitat's knowledge, no default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Habitat is not in default (beyond any applicable notice and cure period) of any of its obligations under any other agreement or instrument to which Habitat is a party or an obligor.

B. Habitat Covenants. During the Term of this Agreement, Habitat covenants to the City as follows:

(1) All work performed and materials furnished to construct and maintain the Project shall be paid for when due.

(2) 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.

(3) The Project shall be constructed and maintained in a good and workmanlike manner and substantially in accordance with the Project Plans and Habitat 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 liens and encumbrances except for those liens and encumbrances permitted by this Agreement.

(4) Habitat shall pay or cause to be paid prior to delinquency all federal, state and local taxes related to the Project. All operating expenses in connection with the Project shall be paid when due.

(5) 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 and be in effect at all times.

(6) Habitat will not, without the City's consent, initiate any change in the zoning classification of all or any portion of the Property.

(7) Nondiscrimination. Habitat shall not use the Project in any manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, religion, marital status, age, handicap or national origin, and Habitat shall construct and operate the Project in compliance with all laws, rules, regulations and ordinances relating to discrimination or any of the foregoing.

C. Acquisition of Lots. Habitat agrees to acquire the Property from the City pursuant to the provisions of Article IV of this Agreement.

D. Construction of Homes on the Property. Habitat agrees to construct a single-family home on each of the individual parcels comprising the Property it acquires from the City. Construction shall commence on or before the Start Date and be completed by the completion date. Habitat shall comply with City Design Standards for Single and Two-Family Homes - Oshkosh Zoning Ordinance Section 30-241 for all their single-family dwellings. Habitat shall use the approved Housing Specifications as shown on Exhibit B attached hereto for all lots Habitat builds upon.

E. Utilities.

- (1) Stormwater - The Property must comply with storm water requirements as identified in the Oshkosh Municipal Code, or other local, state, or federal rules, regulations, or laws.

The City shall be responsible to prepare a grading and drainage plan for the subdivision 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. A copy of the final plan shall be available through the Oshkosh Department of Public Works or through documents recorded with the Winnebago County Register of Deeds, or both. City and Habitat shall cause each of their lots to be built according to the approved Stormwater Management Plan.

Habitat shall make purchasers aware of the requirements of the approved plans upon the conveyance of individual parcels to their clients.

- (2) Sanitary Sewer and Public Water – The City shall install sanitary sewer and water utility laterals for all lots within the plat. Installation shall be coordinated between Habitat lots and City lots so that the impact to the neighborhood and the costs are minimized. Habitat shall coordinate with the City to ensure the impact is minimal.

F. Damage; Destruction.

- (1) While the Property is held in the name of Habitat, in the event of fire, damage, or any other casualty to any part of the Project, Habitat shall, at its cost and expense, rebuild, repair and replace the Project in the condition it was in immediately prior to the casualty and shall otherwise complete the Project.

(2) While the Property is held in the name of Habitat, if the Project is required to be rebuilt or repaired or replaced, then the Project shall be rebuilt, repaired or replaced in accordance with plans and specifications prepared and approved by the City for Habitat's use. Habitat agrees to apply any necessary portion of the insurance proceeds to rebuild, repair and replace the Project. The proceeds of insurance shall be used for the replacement, rebuilding or repair of the Project. Any amount required in excess of insurance proceeds for rebuilding, repair and/or replacement of the Project shall be paid by Habitat.

G. Real Estate Taxes and Assessments. Unless otherwise exempt, Habitat shall pay timely to the City generally applicable property taxes assessed and levied by the City on the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the City with respect to the assessment, levy, priority, collection, and/or enforcement of real estate property taxes. In addition, Habitat agrees to timely pay to the City all special assessments that may be assessed or levied in connection with the Property under the applicable special assessment laws, rules, regulations, ordinances and rates in effect at the time said special assessments are assessed or levied.

H. Other Approvals. In addition to any approvals required under this Agreement, Habitat shall be required to obtain all approvals, consents, and licenses as may be required by any governmental or non-governmental authority in connection with the Project, including, without limitation, all building permits, Project Plan approvals, storm water approvals, and zoning approvals. Habitat's compliance with the terms of this Agreement shall not relieve Habitat from complying with all applicable federal, state and local laws, rules, regulations and ordinances in connection with the Project. To the extent any governmental or non-governmental entity imposes different or more restrictive conditions on Habitat, or the Project, compliance by Habitat with the terms of this Agreement shall not relieve Habitat from complying with such different or more restrictive conditions. Likewise, any less restrictive conditions imposed on Habitat, or the Project by any governmental or non-governmental authority shall not relieve Habitat, or the Project from complying with all of the terms and conditions of this Agreement.

Article IV. Conveyance of the Property.

A. Conveyance of Property to Habitat. Subject to compliance with the terms of this Agreement, the City agrees to sell the Property to Habitat and Habitat agrees to acquire the Property. The final configuration and dimensions of the Property shall be established within the Subdivision Plat created by the City and the specific lots within the Plat anticipated to be conveyed to Habitat shall be agreed upon by the parties and attached as Addendum C to this Agreement. 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 each lot on the Property shall be thirty-five thousand dollars (\$35,000.00) and other good and valuable consideration as identified in this Agreement.
- C. On or before the Closing Date, Habitat shall secure grants, funding or financing that is satisfactory to Habitat for the purpose of acquiring and constructing the Project.
- D. **Phasing.** Habitat shall secure the funding to purchase four (4) lots by January 31, 2026. Habitat shall either purchase or release any rights or claim to develop the remaining five (5) lots by December 31, 2029. If Habitat fails to provide written notification of release, Habitat shall be deemed to have released all claims and rights to develop under this Agreement for any lot that Habitat has not purchased on or before December 31, 2029.
- E. **TITLE INSURANCE.** No later than sixty (60) calendar days after execution of this Agreement for the initial four lots and upon request of Habitat for the remaining lots, City shall furnish to Habitat (i) a title commitment (the “Commitment”) issued by the Title Company covering the Property and showing title in fee simple to be vested in City, and (ii) true, correct and complete copies of all documents described in the Commitment. The Commitment shall: (a) be in the amount of the purchase price; (b) name Habitat as the proposed insured; and (c) include a commitment for extended coverage over all of the general exceptions, except matters which cannot be insured over. Any loan policy premiums, additional provisions for extended coverage, affirmative endorsements, or coverages in excess of the Insured Price shall be at Habitat’s sole cost. Habitat shall have ten (10) calendar days to notify City in writing (the “Objection Notice”) which of the liens, encumbrances and other matters described therein which are unacceptable (the “Unpermitted Matters”). City shall have thirty (30) days to remove such Unpermitted Matters or remedy same in a manner satisfactory to Habitat, in City’s sole and absolute discretion. If City is unable or unwilling to remove any such Unpermitted Matters or remedy same in a manner satisfactory to Habitat, in Habitat’s sole and absolute discretion, Habitat shall have the option of either (A) proceeding with this Agreement, in which event Habitat shall be deemed to have waived any Unpermitted Matters not remedied by City and they shall be deemed Permitted Exceptions, provided that City 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. Habitat shall exercise one of its options set forth in clause (A) or

(B) above by providing written notice thereof to City and, if Habitat fails to provide such notice within such time, then Habitat shall be deemed to have elected to waived any Unpermitted Matters and proceed with this Agreement.

F. **TITLE AND DEED.** City shall deliver to Habitat at Closing a warranty deed conveying title to the Property to Habitat in fee simple, free and clear of all liens, encumbrances and rights of others, except the Permitted Exceptions (as defined above).

G. **CLOSING.**

1 Closing Date. The sale of four (4) lots of the Property to Habitat shall be consummated (the "Closing") on or before January 31, 2026; the sale of the remaining lots shall be completed by such other date as is agreed upon by City and Habitat, which shall in no event be no later than December 31, 2029 (the "Closing Date").

2 Closing Documents.

(a) In addition to the Title Policy, City shall deliver to Habitat at Closing the following, all in a form and substance reasonably acceptable to Habitat:

(i) A warranty deed conveying to Habitat fee simple title to the Property, together with all easements and other appurtenances thereto subject 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 Habitat causes a survey to be performed and certified to the Title Company).

(ii) Such other documents and instruments as may be required to transfer City's interest in the Property to Habitat, 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 service contracts and other agreements, 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 City certifying that City 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 from the title commitment and policy; and

(v) Such other documents as reasonably may be required by Habitat or the Title Company to consummate the transactions contemplated by this Agreement.

(b) Habitat shall deliver to City 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 Habitat of the Property.

(c) City and Habitat 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 City. Any such expenses which are prepaid as of the Closing Date shall be credited to City. Habitat 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 City as of the Closing Date shall, to the extent possible, be paid by City (with such payment evidenced to Habitat) at the time of Closing, or, if not so payable, at Habitat's option, shall be credited to Habitat, provided that such credit shall not release City 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.

4. **POSSESSION**. Exclusive possession of the lots at each phase of the Purchase of the Property shall be given by City to Habitat at the time of Closing. Except as specifically set forth herein, Habitat shall accept the Property in the condition that the Property is in on the Effective Date.

5. **CLOSING COSTS**. Habitat 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) Habitat's legal fees and expenses; (iv) any survey costs initiated by Habitat; and (v) the cost of any requested or required loan policy, extended or excess coverage or title insurance endorsements. City shall pay (i) the costs of the Commitment, Title Policy (except as may be additionally requested by Habitat), 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) City's legal fees and expenses; and (iv) all real estate transfer taxes.

6. **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. 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, Habitat shall accept the Property at Closing in its then "AS-IS, WHERE IS" condition with all faults, and Habitat shall be deemed to have released and discharged City from any and all claims or causes of action relating to the Property.

Habitat 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. Habitat 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.

Article V. Default.

The occurrence of any one or more of the following events shall constitute a default of this Agreement:

(a) Habitat fails to pay when due any amount due from it under this Agreement; or

(b) Any representation or warranty made by Habitat in this Agreement or any document delivered by Habitat pursuant to this Agreement shall prove to have been false in a material way as of the time made or given; or

(c) Habitat breaches or fails to substantially perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from the City to Habitat (or such longer period of time as is necessary to cure the default as long as Habitat has commenced the cure of the default within the thirty (30) day period and is diligently pursuing to cure the default and as long as the default is cured not later than one hundred eighty (180) days following notice thereof from the City); or

(d) The Project is not substantially completed on or before the Completion Date (subject to matters of *force majeure*); or

(e) Habitat: (i) becomes insolvent or generally does not pay, or be unable to pay, or admits or states in writing that it is unable to pay, its debts as they mature; or (ii) makes 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 files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) has a petition or application filed against it in bankruptcy or any similar proceeding, and such petition, application or proceeding is not dismissed within ninety (90) days after filing, or Habitat files an answer to such a petition or application in which material allegations thereof are admitted; or (v) applies to a court for the appointment of a receiver or custodian for any of its assets or properties or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not

discharged within ninety (90) days after appointment; or (vi) adopts a plan of complete liquidation of its assets.

12. Remedies.

Upon the occurrence of any 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:

(a) Terminate this Agreement. Upon termination of the Agreement, any parcels on which construction has not commenced, shall be reconveyed to the City at the City's option for the purchase price under the terms of this Agreement.

(b) Pursue any or all of the rights and remedies available to the City at law and/or in equity against Habitat, the Property, and/or the Project.

(c) Except as may be otherwise specifically set forth herein, no remedy herein conferred upon the City is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or available to the City under any other covenants, restrictions, documents or instruments, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the City in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the City shall have no duty or obligation whatsoever with respect to any of the matters so authorized.

Article VI. Liability.

(a) No Personal Liability. Under no circumstances shall any council member, official, director, attorney, employee, or agent of a party have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

(b) Indemnification. While the City is providing funding through loans and other support for the Project, it remains a Habitat project and Habitat is responsible for the Property and activities related to the Property and Project after the City conveys it to Habitat. Therefore, Habitat covenants and agrees to protect and hold the City of Oshkosh harmless against all actions, claims, and demands which may result from the intentional or negligent actions of Habitat, its partners, agents, and assigns, its employees, volunteers, contractors, or subcontractors related however remotely to the performance of this Agreement or be caused or result from any violation of any law or administrative regulation and shall indemnify and reimburse to the City all sums, including court costs, attorneys fees, and punitive damages which the City may be obliged or adjudged, by a

court of competent jurisdiction, to pay on any such claims or demands within thirty (30) days of the date of the City' written demand for indemnification and/or reimbursement for those actions, claim, and demands caused by or resulting from the intentional or negligent acts as specified in this paragraph.

Article VII. Miscellaneous.

A. No Assignment without Consent. Except as otherwise specifically set forth herein, the respective rights and liabilities of the City and Habitat in this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other party. Provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

B. City Right of First Refusal. If Habitat chooses not to build on any lot that the City has conveyed to Habitat, Habitat shall offer to convey the lot back to the City for a sum equal to Habitat's purchase price.

C. Modifications. No waiver, amendment, or variation of the terms of this Agreement shall be valid unless in writing and signed by the City and Habitat, and then only to the extent specifically set forth in writing.

D. 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 an officer or 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
Attn: Director of Community Development
215 Church Avenue
Post Office Box 1130
Oshkosh, WI 54903-1130

With a Copy to: Oshkosh City Attorney's Office
215 Church Avenue
Post Office Box 1130
Oshkosh, WI, 54903-1130

If to Habitat: Habitat for Humanity of Oshkosh, Inc.
Attn: Thomas J. Simon

2559 Badger Avenue
Oshkosh, WI 54904

With a copy to: Attorney Jason J. Hirschberg
Hirschberg Law, LLC
625 Bay Shore Drive
Oshkosh, WI 54901

E. Entire Agreement. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or understandings other than those expressly set forth in this Agreement and documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

F. No Third Party Beneficiary. This Agreement is intended solely for the benefit of Habitat and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Habitat or the City, or any person acting on behalf of either of them, shall be available for use by any contractor or other person in any dispute with the construction of the Project.

G. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within the State, with the venue of any dispute being Winnebago County, Wisconsin.

H. Counterparts. This Agreement may be executed in several counterparts. Each counterpart shall be deemed an original, with each counterpart collectively constituting but one in the same Agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

I. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be in effect to the extent of such prohibition or enforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforcement of any provision in any other jurisdiction.

J. No Partnership or Joint Venture. Nothing contained in this Agreement or any other documents executed pursuant to this Agreement shall be deemed or construed as creating a partnership or joint venture between the City and Habitat, or between the City and any other person or entity related to the Project, or cause the City to be responsible in any way for the debts or obligations of Habitat, or of any other person or entity related to the Project, or cause Habitat to be responsible in any way for the debts or obligations of the City. The City and Habitat represent, warrant and agree, for themselves and their successors and assigns, not to make any statements or assertions inconsistent with this acknowledgement, or with the acknowledgement and Agreement contained in the preceding sentence in the event of any action, suit or proceeding, at law or in equity, with respect to the transactions which are the subject of this Agreement and this paragraph may be pleaded and construed as a complete bar and estoppel against any assertion by or for a party and its successors and permitted assigns, that is inconsistent with its acknowledgement and agreement contained in the preceding sentence.

K. Time of the Essence. Time is of the essence as to each and every obligation or promise contained in this Agreement. Any delay by the City in enforcing any obligation or promise shall not waive the City's ability to expect that timely completion of obligations and/or promises.

L. Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement other than the payment of money, 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 obligated to perform, the performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

M. Recording. This Agreement, or a memorandum of this Agreement in lieu of the full Agreement, may be recorded in the office of the Register of Deeds of Winnebago County, Wisconsin. It is understood by the parties that until Expiration Date, this Agreement will run with the land and will be binding upon the Property.

N. Headings. The headings to this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

O. No Drafting Presumptions. This Agreement is the product of negotiation between the parties and as a result no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against either party hereto solely on the basis that one party or the other drafted this Agreement or any particular term, covenant or condition contained herein.

P. Cooperation in Audits. Habitat agrees to fully and completely cooperate with the City, the City's Auditors or other representatives, collectively "the City", in connection with any internal or governmental investigation, administrative or regulatory review or proceeding, or any internal or governmental audit. Such cooperation may include, but shall not be limited to, responding to requests for document and/or other records, making staff or others available upon reasonable notice for interviews or providing statements, and providing information within a reasonable timeframe requested. The City shall reimburse Habitat for reasonable direct expenses incurred in connection with providing documents and records such as copying, postage and similar costs but shall not include wages, salaries, benefits or other compensation for employee services provided under this paragraph.

Q. 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.

City Authorization. The execution of this Agreement by the City is authorized by Common Council Resolution No. _____ dated _____ 2025.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF OSHKOSH, WISCONSIN

By: _____

Rebecca Grill

Its: City Manager

By: _____

Cheryl Pionke

Its: Interim City Clerk

Approved as to form:

By: _

Lynn A. Lorensen

Its: City Attorney

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

Julie Calmes, Finance Director

STATE OF WISCONSIN)
) SS
COUNTY OF WINNEBAGO)

Personally came before me this ____ day of _____, 2025, the above-named Rebecca Grill, City Manager, and Cheryl Pionke, Interim City Clerk, to me known to be the persons who executed the foregoing document and acknowledged the same.

Notary Public, State of Wisconsin

My commission expires: _____



TO: Honorable Mayor and Members of the Common Council
FROM: Sara Rutkowski, Community Development Director
DATE: October 28, 2025
SUBJECT: Res 25-562 Approve 2026 Business Improvement District Operating Plan and Budget (\$135,000.00)

BACKGROUND

The Downtown Oshkosh Business Improvement District (BID) is required to develop an annual operating plan and budget which includes a calculation of assessments according to the statutory formula. The contents of the plan are mandated by State statutes and have been approved by the City Attorney as consistent with statutory requirements. The Common Council's role is to review and approve or deny the operating plan and budget as presented. Any suggested changes or alterations to the plan or budget must be referred back to the BID Board for their consideration.

ANALYSIS

In 2025, the BID transitioned to nonprofit status, with Downtown Oshkosh, Inc. managing all operations and finances. Because the budget and operating plan will be executed by Downtown Oshkosh, Inc., only the self-assessment revenue of \$135,000 is included in the attached presented budget.

FISCAL IMPACT

The BID is a self-assessing entity and receives no direct City funding for their operating budget but does receive in-kind services from various City departments.

RECOMMENDATION

The BID Board recommended approval of the 2026 Business Improvement District Operating Plan and Budget at their October 21, 2025 meeting. Staff recommends the Common Council approve the 2026 Downtown Oshkosh Business Improvement District Operating Plan and Budget.

Attachments

Res 25-562
2026 BID Operating Plan

10/28/2025

25-562

RESOLUTION

CARRIED

5-0

PURPOSE: APPROVE 2026 BUSINESS IMPROVEMENT DISTRICT OPERATING PLAN AND BUDGET (\$135,000.00)

INITIATED BY: DOWNTOWN OSHKOSH BUSINESS IMPROVEMENT DISTRICT
BOARD

BID BOARD RECOMMENDATION: Approved

BE IT RESOLVED by the Common Council of the City of Oshkosh that the attached Downtown Oshkosh Business Improvement District 2025 Operating Plan and Budget in the amount of \$135,000.00 and carried forward reserves and revenues is hereby approved and adopted.

DOWNTOWN OSHKOSH BUSINESS IMPROVEMENT DISTRICT

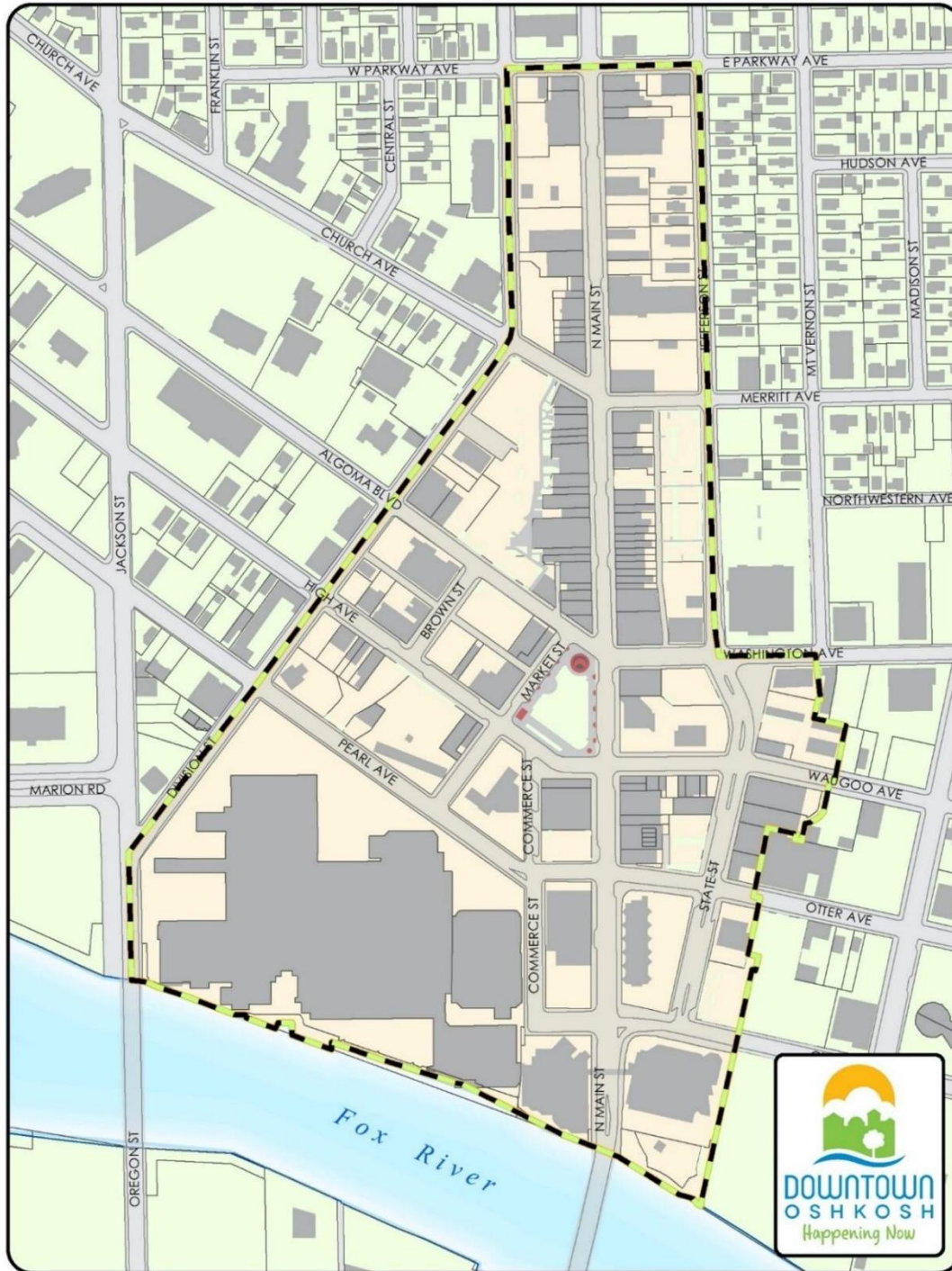
2026 OPERATING PLAN



BID Board Approved:
Common Council Approved:

TABLE OF CONTENTS

DOWNTOWN OSHKOSH BID DISTRICT BOUNDARIES	1
INTRODUCTION	2
THE BID LAW	2
2026 OPERATING PLAN AND ASSESSMENT.....	3
PLAN OF ACTION/GOALS	
PROGRAM CATEGORIES.....	3
ORGANIZATION	5
RELATIONSHIP TO DOWNTOWN PLANNING.....	6
DOWNTOWN OSHKOSH BID ASSESSMENT METHOD	6
APPENDIX A - BUDGET	8
APPENDIX B - ASSESSMENT ROLL.....	10
APPENDIX C - WISCONSIN STATUTES, SECTION 66.1109	12
APPENDIX D - LEGAL OPINION	14
APPENDIX E - DOWNTOWN OSHKOSH BID BOARD ROSTER	15



Downtown Oshkosh Business Improvement District Boundaries

In general, the boundaries of the Downtown Oshkosh Business Improvement District are the Fox River on the south, Division St. on the west, Parkway Ave. on the north and Jefferson St./State St. on the east.

INTRODUCTION

In 1980, the Common Council adopted the Downtown Redevelopment Plan and Implementation Strategy. The Plan recommended increasing organizational efforts between the public and private sectors as well as establishing a voluntary special assessment district. A follow-up study, Planning Report - Central City Oshkosh, approved by the Common Council in 1987, expanded various elements of the previous plan and recommended the creation of a management vehicle and funding base to serve the downtown area. The management tool recommended was a Business Improvement District.

The Downtown Oshkosh Business Improvement District (BID) is an essential entity to the Central Business District of Oshkosh. The BID, created in 1987, has maintained its initial premise to retain available free parking in the downtown, as well as proactively support revitalization efforts. Through the BID, property owners assess themselves to pay for activities to enhance and improve the downtown and to bring customers to the area.

The downtown continues to change as the mix of residential, commercial and professional occupants fill the district. The BID welcomes these changes as opportunities to continue economic development in our central city.

As of 2026, Downtown Oshkosh, Inc. (DOI), a nonprofit organization, is under contract with the BID to administer the Operating Plan. This transition allows for professionalized service delivery and greater alignment with broader downtown revitalization efforts.

BID LAW

On April 6, 1984, the State of Wisconsin passed a law (Act 184), which allows for the creation of Business Improvement Districts. The law authorizes cities, villages and towns to create one or more business improvement districts to allow businesses within those districts to develop, manage, maintain and promote their districts and to establish an assessment method to fund these activities. A BID must be a geographic area within a municipality consisting of contiguous parcels that are subject to real estate taxes.

The formation of a Business Improvement District allows downtown businesspeople, property owners, merchants, City officials and others to work together to determine what needs to be done to upgrade and strengthen the downtown and to pay the cost of those efforts, in whole or in part. It is a way for downtown stakeholders to decide what they want and to finance it.

A BID is the best available method for businesspeople to organize, coordinate marketing and promotion efforts, provide management and maintenance programs and encourage business development. It affords property owners and businesspeople a viable role in directing those affairs within the district. It also ensures that all beneficiaries of District programs participate in the funding of the programs.

Appendix C is a copy of the Wisconsin Statutes Section 66.1109, regarding BIDs.

DOWNTOWN OSHKOSH BUSINESS IMPROVEMENT DISTRICT 2026 OPERATING PLAN AND ASSESSMENT

The Downtown Oshkosh BID has allocated funds for each program category after reviewing previously supported activities and soliciting proposals for events for the 2026 Operating Plan based on historical priorities and current needs identified by the BID Board. All costs related to the program categories listed below will be incurred in the calendar year 2026. All expenses outlined below will be administered through a professional services contract with Downtown Oshkosh, Inc. (DOI), which is responsible for implementing the BID Operating Plan on behalf of the Board. All revenues shall be assessments and income from BID events.

The BID budget is organized into the following categories:

Program Management & Administration, Beautification & Public Space Improvements, Grant Programs, Marketing & Promotion, and Reserves.

The BID will assess itself \$134,832.17 in 2026.

PLAN OF ACTION/GOALS

The BID will continue to invest in projects, partnerships, and services that enhance the economic vitality, appeal, and functionality of the downtown district. In 2026, the BID will focus on initiatives that leverage the contractual relationship with Downtown Oshkosh, Inc. (DOI) to ensure coordinated execution of programs while maintaining clear organizational separation and accountability. These goals directly align with the BID's mission and the 2026 budget priorities.

1. Maintain a clean, safe, and welcoming downtown: Continue year-round maintenance, beautification projects, and public space enhancements to ensure a positive experience for residents, workers, and visitors.
2. Support business recruitment and retention: Work with DOI, the City, and economic development partners to strengthen the downtown business mix, encourage investment, and fill service gaps.
3. Enhance public spaces with seasonal plantings, décor, and art installations: Build on the BID's identity by creating vibrant, attractive spaces that encourage people to linger and return.
4. Increase downtown marketing visibility: Fund coordinated marketing campaigns that highlight downtown businesses and events, targeting both local residents and visitors.
5. Strengthen partnerships to deliver events and programs that drive economic activity: Collaborate with local organizations to produce well-promoted events that support business revenue and foster community pride.

PROGRAM CATEGORIES

This Operating Plan reflects the portion of the Downtown Oshkosh, Inc. budget that is funded through BID assessments and subject to public reporting. As DOI is an independent nonprofit organization, the remainder of its operating budget, which includes sponsorships, private fundraising, and grants; is not included here but is managed under standard nonprofit governance and oversight.

The Downtown Oshkosh BID has allocated funds for the 2026 Operating Plan based on historical priorities and current needs identified by the BID Board. All expenses outlined below will be administered through a professional services contract with Downtown Oshkosh, Inc. (DOI), which is responsible for implementing the BID Operating Plan on behalf of the Board.

Program Management & Administration - \$80,000

DOI Service Agreement Contract - \$80,000

Through its contract with Downtown Oshkosh, Inc. (DOI), the BID funds professional management services to implement the Operating Plan. This includes staffing, administrative overhead, financial tracking, program coordination, stakeholder engagement, and compliance reporting.

Beautification & Public Space Improvements - \$30,000

Funds allocated to enhance and maintain the physical appearance and appeal of Downtown Oshkosh through seasonal plantings, cleanup efforts, and the ongoing seagull mitigation project.

Monthly Maintenance

The Downtown BID maintains many different beautification efforts throughout the downtown area from seasonal banners and tree lightings to murals and garbage cleanup.

Seasonal Plantings

These funds will be used for flowers for the BID's 103 flower pots and 20+ bump outs as well as holiday greens and decor for the pots in the winter months.

Seagull Mitigation Project

The BID contracts with the U.S. Department of Agriculture's Wildlife Services team for the removal of seagull eggs and nests throughout the downtown area. This is a multi-year process with a contract with the USDA.

Grant Programs - \$7,500

To support revitalization and economic development, BID funds are allocated to grant programs for business recruitment, property beautification, and public art. All programs are administered and promoted by DOI.

Recruitment Fund Grant

The Recruitment Fund Grant is offered as an incentive tool to recruit small businesses to fill vacant spaces and energize the downtown. This grant can be used for leasehold improvements, signage, fixtures and inventory/equipment. Recruitment print materials are also taken from this line item.

Beautification Grant Program

The Beautification Grant Program was created to provide funds to businesses and/or property owners within the BID to assist with exterior building improvements including but not limited to facades, windows, doors and signage. The purpose of this grant is to improve the business climate in Downtown Oshkosh, enhance the quality of life and to encourage the development and maintenance of the buildings within the Business Improvement District. Beautification print materials are also taken from this line item.

Mural Grant Program

The Mural Grant Program was established to provide funds to property owners/artists within the BID to encourage exterior artwork that contributes to the beautification and economic vitality of the Downtown Oshkosh BID.

Marketing & Promotion - \$10,000

Targeted promotional efforts to increase awareness and visibility of Downtown Oshkosh and its events, programs, and businesses. BID marketing is managed by DOI and includes print, digital, and social outreach specifically funded by the BID assessment.

Reserves/Capital Improvements - \$170,000 estimated

These funds have been set aside by the Board for projects and programs to support BID businesses. Any unspent funds from 2026 will be transferred into this account, unless otherwise mentioned as a rollover or transfer into a different line item.

Sources of Program Funding:

ARPA Funding - \$50,000

2026 BID Tax Assessment - \$134,832.17

ORGANIZATION

Pursuant to Section 66.1109(3), Wisconsin Statutes, a Downtown Business Improvement District Board has been appointed by the Mayor and confirmed by the Common Council. The Board is comprised of seven (7) members and two (2) alternates with the addition of a non-voting Council liaison appointment.

By-Laws Amended February 2024

The distribution of non-occupant owners and owners/occupants may vary from time to time, as members are reappointed or as new members join the Board. Per section 66.1109 (3a), Wisconsin Statutes, a majority of the board members shall own or occupy real property in the Business Improvement District. Nonresidents of the City of Oshkosh are permitted as members of the Downtown Oshkosh Business Improvement District Board. Other membership requirements may apply per the "By-Laws of the Downtown Oshkosh Business Improvement District" (dated December 19, 1989, amended June 15, 2004, April 19, 2011, April 18, 2017 October 16, 2018, March 19, 2019 and February 24, 2024).

In addition, Board members represent different areas within the District, including large and small businesses. As a City entity, the Board will conduct its affairs under the open meetings law and public record requirements. The Director of Community Development or designee serves as the Secretary of the Board. Board meetings are held the third Tuesday of the month, starting at 8:00am, at Oshkosh City Hall or other venue within the BID. A roster of the 2025 BID Board members is included as Appendix E.

The Board is responsible for the management of the Business Improvement District. Responsibilities of the Board include implementing the Operating Plan and preparing annual reports on the District. The Board will also annually consider and make changes to the Operating Plan and submit the Operating Plan and Budget to the Common Council for approval.

RELATIONSHIP TO DOWNTOWN PLANNING

Creation of the Business Improvement District promotes the orderly development of the municipality by implementing recommendations of the City Comprehensive Plan, Downtown Action Plan and Imagine Oshkosh that contain various elements related to downtown design and development with prominent focus on beautification in BID areas as well as the promotion of downtown tourism. In 2000, the Common Council adopted the Downtown Action Plan, which contains various elements related to downtown design and development with prominent focus on redevelopment and beautification in BID areas. In November of 2017, the Common Council adopted *Imagine Oshkosh, A Master Plan for our Center City*. Imagine Oshkosh is an update and expansion to the Downtown Action Plan and serves as a policy guide and action framework for the center city which includes the BID. The Downtown Oshkosh Business Improvement District is consistent with and critical to the continued successful implementation of these downtown plans. The BID enables the private sector to undertake promotion, management, marketing and other programs essential to a prosperous downtown. As of September 22nd, 2025, implementation of the BID Operating Plan has been formally contracted to Downtown Oshkosh, Inc. (DOI), a nonprofit organization responsible for managing BID-funded services in alignment with these planning priorities.

DOWNTOWN OSHKOSH BID ASSESSMENT METHOD

The Downtown Oshkosh Business Improvement District special assessment method utilizes assessed value information and property street footage data, both of which are available from the City Assessor's Office. As the absolute values of assessed value and footage cannot be

combined, the values are calculated as a percentage of the total assessed value and a percentage of the street footage. The two percentages are added together, then divided by 200 percent, which results in a proportionate value of the total district.

In 2021, the BID increased the minimum special assessment from \$420.00 to \$445.00 and the maximum special assessment from \$8,400.00 to \$8,820.00. The 2025 minimum and maximum assessments will not be increased, staying at \$445.00 & \$8,820.00, respectively.

Properties with a proportionate value between 0.0000% and 0.2486% are assessed the minimum special assessment of \$445.00.

Properties with a proportionate value greater than 5.7100% are assessed the maximum special assessment of \$8,820.00.

For properties with a proportionate value between 0.2487% and 5.7099% - The property's proportionate value is multiplied by \$1,633.5862, resulting in the special assessment for the property.

Example: 101 Algoma Boulevard has a Proportionate Value of 0.330955%. When multiplied by \$1,633.5862, the special assessment is \$540.64.
($0.330955\% \times \$1,633.5862 = \540.64)

The raw data, assessment calculations and proposed District assessment for each property in the Downtown Oshkosh Business Improvement District are presented in Appendix B. The data for the assessment method have been obtained from the files of the City Assessor and are subject to final tabulation by the City. To account for street front footages, the frontage of the property's primary address as identified by the City Assessor is used. Properties with more than one street frontage are not combined.

Only property used for commercial and manufacturing purposes, including real property used exclusively for manufacturing purposes, in the District will be assessed. Real property used exclusively for residential (single and two-family) purposes will not be assessed.

**APPENDIX A: 2026
DOWNTOWN OSHKOSH BUSINESS IMPROVEMENT DISTRICT BUDGET**

REVENUES (BID)	
	Amount
BID Special Assessment	\$ 135,000
Total BID Revenue	\$ 135,000

Expenses Funded by BID	
	Amount
Contract to DOI for Administration (Staff, Admin)	\$ (130,000)
<i>Includes staffing, reporting, compliance, communications and admin support</i>	
Beautification (Plantings, Maintenance, Seagull Mitigation)	
Grant Programs (Recruitment, Mural, Beautification).	
BID-Specific Marketing	
Contingency	\$ (5,000)
Total BID Expenses	\$ (135,000)

Total Operating Income/Loss	\$ -

APPENDIX B – ASSESSMENT ROLL

APPENDIX B: 2024 DOWNTOWN OSHKOSH BUSINESS IMPROVEMENT DISTRICT ASSESSMENT ROLL
ASSESSMENT OF \$134,832.17, \$445.00 MINIMUM, \$8,820.00 MAXIMUM ASSESSMENT*

TAX ID NO.	OWNER	ADDRESS	ASSESSED VALUE	% TOTAL ASSESSED VALUE	FRONTAGE	% TOTAL FRONTAGE	TOTAL VALUE \$ + (Proportionate Value)	TOTAL %/2	2024 ASSESSMENT ON \$134,832.17	2025 ASSESSMENT FROM \$140,610	\$ CHANGE FROM 2025	% Change from 2025
0100940000	NORTHERN ASPEN LLC	101 ALGOMA BLVD	\$ 324,100	0.448%	24.00	0.297%	\$ 0.448%	0.383%	\$ 588.50	\$ 401.74	\$ (18.25)	-3.05%
0100950000	ONE SIX EIGHT ENTERPRISE LLC	103 ALGOMA BLVD	\$ 526,500	0.765%	50.00	0.619%	\$ 1,325%	0.687%	\$ 1,048.27	\$ 1,094.14	\$ (45.87)	-4.37%
0200260000	HOOPMAN & CO DOWNTOWN LLC	110 ALGOMA BLVD	\$ 824,500	1.184%	83.87	1.038%	\$ 2,222%	1.111%	\$ 1,694.15	\$ 1,788.17	\$ (94.02)	-5.26%
0201280000	STAPEL PROPERTIES LLC	138 ALGOMA BLVD	\$ 259,200	0.372%	100.00	1.238%	\$ 1,610%	0.805%	\$ 1,227.49	\$ 1,170.55	\$ 56.94	4.83%
0201280000	146 ALGOMA BLVD LLC	146 ALGOMA BLVD	\$ 859,600	1.234%	80.00	0.990%	\$ 2,924%	1.112%	\$ 1,696.06	\$ 1,737.32	\$ (41.26)	-2.37%
0100940101	BAYSHORE DEVELOPMENT II LLC	101 COMMERCE ST	\$ 9,724,000	13.644%	407.64	5.045%	\$ 19,010%	9.505%	\$ 8,820.00	\$ 8,820.00	\$ -	0.00%
0100940100	WILLIAM R MANISSE	300 DIVISION ST	\$ 114,600	0.165%	40.00	0.495%	\$ 0.560%	0.530%	\$ 502.95	\$ 495.78	\$ 7.17	1.45%
0701240000	STAPEL PROPERTIES LLC	420 DIVISION ST	\$ 32,700	0.047%	40.00	0.495%	\$ 0.242%	0.271%	\$ 445.00	\$ 445.00	\$ -	0.00%
0201250000	STAPEL PROPERTIES LLC	420 DIVISION ST	\$ 194,900	0.280%	80.00	0.990%	\$ 1,270%	0.635%	\$ 968.35	\$ 961.75	\$ 6.60	0.69%
0100860000	GRAND OSHKOSH INC	101 HIGH AVE	\$ 166,200	0.235%	20.00	0.248%	\$ 0.485%	0.245%	\$ 445.00	\$ 445.00	\$ -	0.00%
0100860000	BROWN BELL PROPERTIES LLC	103 HIGH AVE	\$ 372,600	0.535%	40.00	0.495%	\$ 1,030%	0.515%	\$ 785.41	\$ 835.02	\$ (49.61)	-5.94%
0100870000	WAX PIZARIN L HERMAN	114 HIGH AVE	\$ 150,100	0.216%	20.00	0.248%	\$ 0.465%	0.232%	\$ 445.00	\$ 445.00	\$ -	0.00%
0100870000	KINGS LAUNDRY INC	118 HIGH AVE	\$ 25,500	0.037%	90.00	1.114%	\$ 1,151%	0.575%	\$ 877.27	\$ 842.03	\$ 35.24	4.19%
0101010000	OSHKOSH LUXURY LOFTS LLC	118 HIGH AVE	\$ 1,134,700	1.629%	130.00	1.609%	\$ 3,238%	1.619%	\$ 2,449.10	\$ 2,503.30	\$ (54.20)	-1.37%
0101060000	GILLES LLC	135 HIGH AVE	\$ 56,300	0.081%	38.00	0.470%	\$ 0.551%	0.274%	\$ 445.00	\$ 445.00	\$ -	0.00%
0101060000	WR RIDGE HOLDINGS LLC	139 HIGH AVE	\$ 189,500	0.245%	30.00	0.371%	\$ 0.815%	0.307%	\$ 468.68	\$ 477.45	\$ (8.77)	-1.84%
0101060000	WR RIDGE HOLDINGS LLC	141 HIGH AVE	\$ 182,200	0.262%	20.00	0.248%	\$ 0.507%	0.255%	\$ 445.00	\$ 445.00	\$ -	0.00%
0101000000	NORTHERN TELEPHONE & DATA CORP	144 HIGH AVE	\$ 268,500	0.384%	50.00	0.619%	\$ 1,004%	0.502%	\$ 745.81	\$ 797.48	\$ (51.67)	-3.97%
0101080000	WILKINS 145 LLC	HIGH AVE	\$ 37,800	0.054%	40.00	0.743%	\$ 0.797%	0.398%	\$ 607.62	\$ 588.31	\$ 19.30	3.28%
0101020000	OSHKOSH LUXURY LOFTS LLC	HIGH AVE	\$ 42,500	0.061%	40.00	0.743%	\$ 0.804%	0.402%	\$ 612.76	\$ 594.41	\$ 18.34	3.09%
0100940000	WILLIAM R MANISSE	HIGH AVE	\$ 32,100	0.046%	60.00	0.743%	\$ 0.897%	0.394%	\$ 601.38	\$ 580.93	\$ 20.45	3.52%
0100400000	1 N MAIN LLC	1 N MAIN ST	\$ 11,454,600	16.446%	257.49	3.187%	\$ 19,533%	9.817%	\$ 8,820.00	\$ 8,820.00	\$ -	0.00%
0800570000	DAYMARK 100 N MAIN LLC/OSHKOSH 620 LLC	100 N MAIN ST	\$ 7,812,000	11.216%	306.11	3.789%	\$ 15,005%	7.502%	\$ 8,820.00	\$ 8,820.00	\$ -	0.00%
0100300000	ROWLOCK GO2B LLC	111 N MAIN ST	\$ 1,200,300	1.723%	351.30	4.348%	\$ 6,071%	3.035%	\$ 4,629.38	\$ 4,713.42	\$ (84.04)	-1.79%
0200300000	206 NORTH MAIN LLC	206 N MAIN ST	\$ 240,200	0.345%	40.00	0.498%	\$ 0.442%	0.401%	\$ 442.35	\$ 401.02	\$ 41.32	8.88%
0200190000	JON P GRIENSTERN	210 N MAIN ST 100	\$ 305,000	0.438%	16.68	0.206%	\$ 0.444%	0.322%	\$ 491.32	\$ 510.81	\$ (19.49)	-3.82%
0200190000	JON P GRIENSTERN	210 N MAIN ST 150	\$ 53,300	0.077%	16.68	0.206%	\$ 0.083%	0.141%	\$ 445.00	\$ 445.00	\$ -	0.00%
0200190100	ARMSTRONG VENTURES LLC	210 N MAIN ST 200	\$ 369,700	0.531%	16.68	0.206%	\$ 0.737%	0.367%	\$ 552.16	\$ 629.16	\$ (67.01)	-10.65%
0200190300	ARMSTRONG VENTURES LLC	210 N MAIN ST B50	\$ 44,500	0.064%	16.68	0.206%	\$ 0.270%	0.135%	\$ 445.00	\$ 445.00	\$ -	0.00%
0200180000	WISCO RENTS LLC	216 N MAIN ST	\$ 296,700	0.426%	26.70	0.330%	\$ 0.756%	0.378%	\$ 576.80	\$ 624.40	\$ (47.60)	-7.65%
0101400000	CLOVER INVESTMENTS LLC	217 N MAIN ST	\$ 495,600	0.687%	120.00	1.485%	\$ 2,072%	1.036%	\$ 1,580.24	\$ 1,682.81	\$ (102.57)	-7.18%
0200020000	SUN STAR HOLDINGS OF WISCONSIN LLC	220 N MAIN ST	\$ 295,600	0.424%	47.00	0.829%	\$ 1,254%	0.627%	\$ 955.91	\$ 982.21	\$ (26.30)	-7.14%
0100130000	224 INVESTMENTS LLC	224 N MAIN ST	\$ 281,700	0.404%	24.00	0.297%	\$ 0.201%	0.351%	\$ 534.90	\$ 559.76	\$ (24.86)	-4.44%
0200120000	MCDAY HOLDINGS LLC	224 N MAIN ST	\$ 21,900	0.103%	20.00	0.248%	\$ 0.351%	0.175%	\$ 445.00	\$ 445.00	\$ -	0.00%
0200010000	BND ENTERPRISES LLC	226 N MAIN ST	\$ 164,600	0.234%	20.00	0.248%	\$ 0.464%	0.244%	\$ 445.00	\$ 445.00	\$ -	0.00%
0200760000	BLD LLC	300 N MAIN ST	\$ 607,000	0.872%	156.00	1.931%	\$ 2,802%	1.401%	\$ 2,136.75	\$ 2,125.80	\$ 10.94	0.51%
0200820000	318 NORTH MAIN OSHKOSH LLC	318 N MAIN ST	\$ 302,900	0.435%	72.00	0.891%	\$ 1,326%	0.663%	\$ 1,011.09	\$ 1,028.15	\$ (17.06)	-1.66%
0700010000	BAERBROTHER LLC	318 N MAIN ST	\$ 191,500	0.275%	54.00	0.668%	\$ 0.743%	0.472%	\$ 719.26	\$ 742.97	\$ (23.71)	-3.19%
0400790000	404 N MAIN ST LLC	404 N MAIN ST	\$ 1,144,900	1.644%	92.00	1.139%	\$ 2,782%	1.391%	\$ 2,121.65	\$ 2,017.06	\$ 104.58	5.18%
0700010200	THANK YOU VERY MUCH FOR THE MONEY LLC	407 N MAIN ST	\$ 200,200	0.287%	40.00	0.495%	\$ 0.738%	0.391%	\$ 596.67	\$ 561.24	\$ 35.42	6.31%
0401000000	RFP PROPERTIES LLC	408 N MAIN ST	\$ 299,800	0.430%	42.00	0.767%	\$ 1,198%	0.597%	\$ 913.33	\$ 908.07	\$ 5.26	0.58%
0700010300	CODY R PYPER/ERICA P MULLOY	411 N MAIN ST	\$ 170,800	0.245%	29.20	0.361%	\$ 0.607%	0.303%	\$ 462.56	\$ 445.00	\$ 17.56	3.95%
0700020000	JOSEPH F KURMIRICH ETAL	413 N MAIN ST	\$ 51,800	0.074%	20.00	0.248%	\$ 0.322%	0.161%	\$ 445.00	\$ 445.00	\$ -	0.00%
0400990000	318 NORTH MAIN OSHKOSH LLC	414 N MAIN ST	\$ 54,200	0.078%	16.00	0.198%	\$ 0.245%	0.135%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700030000	HOOPMAN'S DOWNTOWN LLC	415 N MAIN ST	\$ 455,400	0.654%	59.80	0.740%	\$ 1.394%	0.697%	\$ 1,062.91	\$ 1,127.84	\$ (64.93)	-5.76%
0400800000	318 NORTH MAIN OSHKOSH LLC	416 N MAIN ST	\$ 82,500	0.117%	20.00	0.248%	\$ 0.366%	0.183%	\$ 445.00	\$ 445.00	\$ -	0.00%
0400810000	318 NORTH MAIN OSHKOSH LLC	418 N MAIN ST	\$ 83,000	0.117%	20.00	0.248%	\$ 0.367%	0.183%	\$ 445.00	\$ 445.00	\$ -	0.00%
0400820000	D & M RENTALS LLC	420 N MAIN ST	\$ 161,800	0.232%	20.00	0.248%	\$ 0.480%	0.240%	\$ 445.00	\$ 445.00	\$ -	0.00%
0400830000	HOOPMAN'S DOWNTOWN OSHKOSH LLC	422 N MAIN ST	\$ 448,400	0.644%	20.00	0.248%	\$ 0.915%	0.445%	\$ 679.65	\$ 761.02	\$ (81.38)	-10.69%
0400830000	HOOPMAN'S DOWNTOWN OSHKOSH LLC	422 N MAIN ST	\$ 155,200	0.223%	18.00	0.223%	\$ 0.446%	0.223%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700100000	ESCAPE RENTALS LLC	423 N MAIN ST	\$ 117,000	0.166%	20.00	0.248%	\$ 0.416%	0.201%	\$ 445.00	\$ 445.00	\$ -	0.00%
0400840000	HOOPMAN'S DOWNTOWN OSHKOSH LLC	424 N MAIN ST	\$ 181,000	0.260%	18.00	0.223%	\$ 0.483%	0.215%	\$ 445.00	\$ 445.00	\$ -	0.00%
0400850000	JAMES EVANS/GAIL PANSKE	426 N MAIN ST	\$ 349,300	0.502%	82.67	1.023%	\$ 1.523%	0.765%	\$ 1,162.59	\$ 1,195.88	\$ (33.29)	-2.78%
0700110000	STAPEL PROPERTIES LLC	428 N MAIN ST	\$ 115,100	0.165%	20.00	0.248%	\$ 0.413%	0.206%	\$ 445.00	\$ 445.00	\$ -	0.00%
0400860000	HOOPMAN'S DOWNTOWN OSHKOSH LLC	428 N MAIN ST	\$ 196,300	0.282%	20.00	0.248%	\$ 1.359%	0.625%	\$ 1,055.89	\$ 1,167.17	\$ (111.28)	-9.53%
0400870000	GRINDERS LLC	430 N MAIN ST	\$ 636,900	0.914%	38.00	0.470%	\$ 1.257%	0.692%	\$ 1,657.87	\$ 1,627.00	\$ 30.87	1.90%
0400880000	KAAB PROPERTIES LLC	434 N MAIN ST	\$ 117,600	0.169%	27.30	0.338%	\$ 0.507%	0.253%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700120000	BEADFOR C BRITTON	435 N MAIN ST	\$ 175,100	0.251%	22.00	0.272%	\$ 0.524%	0.262%	\$ 445.00	\$ 445.00	\$ -	0.00%
0400790000	TODMAN PROPERTY MANAGEMENT LLP	438 N MAIN ST	\$ 211,900	0.304%	41.00	0.507%	\$ 0.812%	0.405%	\$ 618.91	\$ 674.19	\$ (55.28)	-8.20%

APPENDIX B: 2026 DOWNTOWN OSHKOSH BUSINESS IMPROVEMENT DISTRICT ASSESSMENT ROLL
ASSESSMENT OF \$134,832.17, \$445.00 MINIMUM, \$8,820.00 MAXIMUM ASSESSMENT*

TAX ID NO.	OWNER	ADDRESS	ASSESSED VALUE	% TOTAL ASSESSED VALUE	FRONTAGE	% TOTAL FRONTAGE	TOTAL \$ (Value % + Proportionate Value)	2026 ASSESSMENT ON \$134,832.17	2025 ASSESSMENT ON \$140,610	\$ CHANGE FROM 2025	% Change from 2025
0700146000	RATCHMAN INVESTMENTS LLC	439 N MAIN ST	\$ 245,300	0.352%	37.80	0.468%	\$ 0.820%	\$ 625.28	\$ 657.75	\$ (32.47)	-4.94%
0700170000	BARBARA KRIE-COULLARD/JOEL COULLARD	441 N MAIN ST	\$ 125,300	0.180%	20.00	0.427%	\$ 0.427%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700190000	STAPEL PROPERTIES LLC	445 N MAIN ST	\$ 162,600	0.233%	38.00	0.470%	\$ 0.704%	\$ 536.83	\$ 524.21	\$ 12.62	2.37%
0400940000	500 BLOCK NORTH LLC	448 N MAIN ST UNIT 1	\$ 468,700	0.673%	38.20	0.473%	\$ 1.145%	\$ 873.63	\$ 923.71	\$ (50.08)	-5.42%
0700140000	STAPEL PROPERTIES LLC	451 N MAIN ST	\$ 289,100	0.415%	86.60	1.059%	\$ 1.473%	\$ 1,124.33	\$ 1,081.94	\$ 42.37	3.92%
0400950000	JOHN J/KATHLEEN A SAKSCHER REV TRUST	452 N MAIN ST	\$ 151,100	0.213%	20.00	0.445%	\$ 0.445%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700200000	CARL A/LEONA L STAPEL	455 N MAIN ST	\$ 72,200	0.104%	20.00	0.248%	\$ 0.351%	\$ 445.00	\$ 445.00	\$ -	0.00%
0401070000	TENILLO LLC	456 N MAIN ST	\$ 237,800	0.341%	38.50	0.475%	\$ 0.818%	\$ 623.67	\$ 654.32	\$ (30.64)	-4.68%
0700210000	STAPEL PROPERTIES LLC	457 N MAIN ST	\$ 68,900	0.097%	20.00	0.248%	\$ 0.345%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700240000	STAPEL PROPERTIES LLC	459 N MAIN ST	\$ 96,400	0.138%	40.00	0.495%	\$ 0.633%	\$ 483.03	\$ 466.10	\$ 16.93	3.63%
0700230000	STAPEL PROPERTIES LLC	463 N MAIN ST	\$ 107,700	0.153%	20.00	0.248%	\$ 0.407%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700220000	STAPEL PROPERTIES LLC	463 N MAIN ST	\$ 123,700	0.178%	18.50	0.229%	\$ 0.407%	\$ 445.00	\$ 445.00	\$ -	0.00%
0400940000	BENT BLOCK OSHKOSH LLC	480 N MAIN ST	\$ 563,300	0.808%	60.00	0.743%	\$ 1.551%	\$ 1,182.60	\$ 1,547.43	\$ (364.83)	-23.59%
0401080000	WAGNER OPERA HOUSE LLC	500 N MAIN ST	\$ 602,300	0.865%	140.00	1.733%	\$ 2.597%	\$ 1,980.60	\$ 2,039.15	\$ (58.55)	-2.87%
0700246000	LOTUS PROPERTIES LLC	501 N MAIN ST	\$ 1,587,400	2.277%	88.00	1.089%	\$ 3.368%	\$ 2,568.34	\$ 2,620.18	\$ (51.83)	-1.98%
0700290000	BILL/DAWN ROBBINS JR	511 N MAIN ST	\$ 157,300	0.224%	20.00	0.248%	\$ 0.473%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700220000	3710 USBN LLC	513 N MAIN ST	\$ 139,800	0.201%	20.00	0.248%	\$ 0.449%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700280000	ALTEE CHASE INVESTMENTS LLC	515 N MAIN ST	\$ 162,800	0.234%	20.00	0.248%	\$ 0.481%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700340000	STIM SONS PROPERTIES LLC	519 N MAIN ST	\$ 388,500	0.558%	60.00	0.743%	\$ 1.300%	\$ 991.56	\$ 1,042.92	\$ (51.36)	-4.92%
0700340000	TENNIES JEWELRY PROPERTIES LLC	523 N MAIN ST	\$ 71,000	0.102%	20.00	0.248%	\$ 0.345%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700350100	531 N MAIN LLC	531 N MAIN ST	\$ 1,436,100	2.062%	70.00	0.866%	\$ 2.928%	\$ 2,232.83	\$ 2,302.57	\$ (69.74)	-3.03%
0700340000	537 N MAIN STREET LLC	537 N MAIN ST	\$ 270,700	0.389%	120.00	1.485%	\$ 1.874%	\$ 1,428.83	\$ 1,310.53	\$ 118.29	9.03%
0401150100	BRICKHOUSE PROPERTIES LLC	544 N MAIN ST	\$ 516,400	0.741%	89.46	1.107%	\$ 1.847%	\$ 1,409.60	\$ 1,310.53	\$ 99.06	7.57%
0700380000	547 N MAIN LLC	547 N MAIN ST	\$ 249,400	0.358%	170.00	2.104%	\$ 2.463%	\$ 1,877.37	\$ 1,811.56	\$ 65.81	3.63%
0401620000	FOX RIVER DEVELOPMENT CO LLC	558 N MAIN ST	\$ 490,000	0.704%	100.00	1.238%	\$ 1.941%	\$ 1,287.76	\$ 1,534.04	\$ (246.28)	-15.99%
0401680100	500 BLOCK NORTH LLC	570 N MAIN ST	\$ 579,400	0.833%	140.75	1.742%	\$ 2.574%	\$ 1,962.61	\$ 2,016.21	\$ (53.60)	-2.66%
0700400000	JRD INVESTMENTS LLC	571 N MAIN ST	\$ 634,000	0.910%	150.40	1.861%	\$ 2.773%	\$ 2,113.46	\$ 2,136.65	\$ (23.20)	-1.09%
0401700200	576 578 582 NORTH MAIN STREET LLC	578 N MAIN ST	\$ 141,100	0.203%	38.00	0.571%	\$ 0.574%	\$ 445.00	\$ 445.00	\$ -	0.00%
0700900000	HOOPLMAN & CO DOWNTOWN LLC	579 N MAIN ST	\$ 303,700	0.436%	39.60	0.490%	\$ 0.926%	\$ 706.20	\$ 724.61	\$ (18.41)	-2.54%
0401700100	J WEST RENTALS LLC	582 N MAIN ST	\$ 164,500	0.236%	45.21	0.560%	\$ 0.795%	\$ 606.75	\$ 619.51	\$ (12.76)	-2.06%
0401710000	VIA VA VORTX LLC	584 N MAIN ST	\$ 249,200	0.358%	45.00	0.557%	\$ 0.915%	\$ 697.50	\$ 727.52	\$ (30.02)	-4.13%
0100170000	BL BRANCH GROUP II LLC	N MAIN ST	\$ 73,900	0.106%	88.90	1.100%	\$ 1.206%	\$ 919.87	\$ 874.88	\$ 44.99	5.13%
0401600000	FOX RIVER DEV CO/BRICKHOUSE PROP	N MAIN ST	\$ 47,800	0.069%	60.80	0.752%	\$ 0.821%	\$ 626.11	\$ 608.47	\$ 17.65	2.90%
0700440000	J WEST RENTALS LLC	17 E PARKWAY AVE	\$ 131,700	0.189%	120.00	1.485%	\$ 1.674%	\$ 1,276.65	\$ 1,249.35	\$ 27.30	2.19%
0700440000	VALEY MARKETING PROPERTIES LLC	111 W PARKWAY AVE	\$ 141,700	0.203%	87.50	1.083%	\$ 1.284%	\$ 880.89	\$ 912.17	\$ (31.28)	-3.45%
0100801000	BL BRANCH GROUP II LLC	50 PEARL AVE	\$ 1,226,700	1.716%	245.00	3.032%	\$ 4.794%	\$ 3,655.10	\$ 3,792.35	\$ (137.25)	-3.62%
0100600000	CITY CENTER ASSOCIATES LLC	201 PEARL AVE	\$ 7,430,000	10.469%	891.19	11.030%	\$ 21.698%	\$ 10,849.95	\$ 8,820.00	\$ 2,029.95	23.12%
0101180000	OSHKOSH COMMUNITY CREDIT UNION	250 PEARL AVE	\$ 297,200	0.427%	173.70	2.150%	\$ 2.573%	\$ 1,964.62	\$ 1,891.22	\$ 73.40	3.88%
0800350000	STATE STREET SUITES LLC	126 STATE ST	\$ 544,500	0.781%	168.50	2.085%	\$ 2.895%	\$ 2,208.18	\$ 2,194.73	\$ 13.45	0.61%
0200230000	TEAM SNW LLC	208 STATE ST	\$ 422,600	0.607%	80.00	0.990%	\$ 1.597%	\$ 1,217.64	\$ 1,252.54	\$ (34.90)	-2.79%
0200080000	S BAYER HOLDINGS LLC	219 STATE ST	\$ 228,700	0.328%	47.90	0.593%	\$ 0.921%	\$ 702.42	\$ 727.01	\$ (24.59)	-3.38%
0200230100	TEAM SNW LLC	224 STATE ST	\$ 1,663,100	2.385%	129.76	1.605%	\$ 3.974%	\$ 3,045.32	\$ 2,034.22	\$ 1,011.10	49.70%
0200640000	HARRY E/FRISCILLA KIECHAEFER REV TRUST	300 STATE ST	\$ 389,300	0.518%	40.00	0.495%	\$ 1.011%	\$ 770.85	\$ 666.11	\$ 104.73	15.72%
0401030000	404 N MAIN ST LLC	116 WASHINGTON AVE	\$ 381,400	0.540%	97.00	1.201%	\$ 1.748%	\$ 1,332.96	\$ 1,332.96	\$ -	0.00%
0200880100	DISCOVERY PROPERTIES LLC*	105 WAUGOO AVE	\$ -	0.000%	0.00	0.000%	\$ 0.000%	\$ -	\$ 4,337.47	\$ (4,337.47)	-100.00%
0200640200	DISCOVERY PROPERTIES LLC*	108 WAUGOO AVE	\$ -	0.000%	0.00	0.000%	\$ 0.000%	\$ -	\$ 1,440.41	\$ (1,440.41)	-100.00%
0200110000	REIMER SNIDER PROPERTIES LLC	9 WAUGOO AVE	\$ 113,700	0.163%	34.50	0.427%	\$ 0.590%	\$ 450.06	\$ 449.06	\$ 1.00	0.22%
0200100000	GROTHE PROPERTIES LLC	13 WAUGOO AVE	\$ 219,700	0.315%	20.50	0.248%	\$ 0.345%	\$ 445.00	\$ 445.00	\$ -	0.00%
0200090000	GROTHE PROPERTIES LLC	WAUGOO AVE	\$ 10,800	0.015%	34.50	0.427%	\$ 0.590%	\$ 445.00	\$ 445.00	\$ -	0.00%
0200140000	DEBRA J/TOMMY/SANDRA PRUNTY	17 WAUGOO AVE	\$ 73,400	0.106%	20.00	0.248%	\$ 0.345%	\$ 445.00	\$ 445.00	\$ -	0.00%
0200150000	SANDRA L PRUNTY	19 WAUGOO AVE	\$ 169,800	0.244%	40.00	0.495%	\$ 0.735%	\$ 563.38	\$ 539.21	\$ 24.18	4.48%
0200160000	JACOPA INC	25 WAUGOO AVE	\$ 92,700	0.133%	20.00	0.248%	\$ 0.381%	\$ 445.00	\$ 445.00	\$ -	0.00%
0200170000	JACOPA INC	WAUGOO AVE	\$ 7,000	0.010%	24.00	0.297%	\$ 0.307%	\$ 445.00	\$ 445.00	\$ -	0.00%
TOTALS			\$ 6,946,900	100.00%	807.79	100.00%	\$ 200.00%	\$ 134,832.17	\$ 140,610.00	\$ (5,777.83)	-4.11%

*Properties with a Proportionate Value less than \$291,825 are assessed \$445.00. Properties with a Proportionate Value greater than \$783,555 are assessed \$8,820.00.

A note of \$152,501.72 is used to calculate assessments for properties with a Proportionate Value between \$291,825 and \$783,555.

**Tax parcels are no longer assessable - Apartment complex converted into single-family condominium

APPENDIX C – BID STATE STATUTES

66.1109 Business improvement districts.

(1) In this section:

66.1109(1)(a)(a) "Board" means a business improvement district board appointed under sub. (3) (a).

(b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.

(c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.

(d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.

(e) "Municipality" means a city, village or town.

(f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:

1. The special assessment method applicable to the business improvement district.

1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.

2. The kind, number and location of all proposed expenditures within the business improvement district.

3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.

4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.

5. A legal opinion that subds. 1. to 4. have been complied with.

(g) "Planning commission" means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.

(b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.

(c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

(d) Within 30 days after the hearing under par. (c), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40 percent of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.

(e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.

(2m) A municipality may annex territory to an existing business improvement district if all of the following are met:

(a) An owner of real property used for commercial purposes and located in the territory proposed to be annexed has petitioned the municipality for annexation.

(b) The planning commission has approved the annexation.

(c) At least 30 days before annexation of the territory, the planning commission has held a public hearing on the proposed annexation. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of a detail map showing the boundaries of the territory proposed to be annexed to the business improvement district shall be sent by certified mail to all owners of real property within the territory proposed to be annexed. The notice shall state the boundaries of the territory proposed to be annexed.

(d) Within 30 days after the hearing under par. (c), the owners of property in the territory to be annexed that would be assessed under the operating plan having a valuation equal to more than 40 percent of the valuation of all property in the territory to be annexed that would be assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property in the territory to be annexed that would be assessed under the operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property in the territory to be annexed that would be assessed under the operating plan, have not filed a petition with the planning commission protesting the annexation.

(3)

(a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.

(b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body

disapproves the operating plan, the board shall consider and may make changes to the operating plan and may continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

(c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include one of the following:

1. If the cash balance in the segregated account described under sub. (4) equaled or exceeded \$300,000 at any time during the period covered by the report, the municipality shall obtain an independent certified audit of the implementation of the operating plan.
2. If the cash balance in the segregated account described under sub. (4) was less than \$300,000 at all times during the period covered by the report, the municipality shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.

(cg) For calendar years beginning after December 31, 2018, the dollar amount at which a municipality is required to obtain an independent certified audit under par. (c) 1. and the dollar amount at which a municipality is required to obtain a reviewed financial statement under par. (c) 2. shall be increased each year by a percentage equal to the percentage change between the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August of the previous year and the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August 2017, as determined by the federal department of labor. Each amount that is revised under this paragraph shall be rounded to the nearest multiple of \$10 if the revised amount is not a multiple of \$10 or, if the revised amount is a multiple of \$5, such an amount shall be increased to the next higher multiple of \$10.

(cr) The municipality shall obtain an additional independent certified audit of the implementation of the operating plan upon termination of the business improvement district.

(d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.

(4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits and reviewed financial statements required under sub. (3) (c), or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.

(4g) A municipality may convert a business improvement district under this section into a neighborhood improvement district under s. 66.1110 if an owner of real property that is subject to general real estate taxes, that is used exclusively for residential purposes, and that is located in the business improvement district petitions the municipality for the conversion. If the municipality approves the petition, the board shall consider and may make changes to the operating plan under s. 66.1110 (4) (b).

(4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

(a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.

(b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. (c) and unless the business improvement district is not terminated under par. (e).

(c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.

(d) Within 30 days after the date of hearing under par. (c), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.

(e) If after the expiration of 30 days after the date of hearing under par. (c), by petition under this subsection or subsequent notification under par. (d), and after subtracting any retractions under par. (d), the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

(a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed for purposes of this section.

(b) A municipality may terminate a business improvement district at any time.

(c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.

(d) If real property that is specially assessed as authorized under this section is of mixed use such that part of the real property is exempted from general property taxes under s. 70.11 or is residential, or both, and part of the real property is taxable, the municipality may specially assess as authorized under this section only the percentage of the real property that is not tax-exempt or residential. This paragraph applies only to a 1st class city.

History: 1983 a. 184; 1989 a. 56 s. 258; 1999 a. 150 s. 539; Stats. 1999 s. 66.1109; 2001 a. 85; 2017 a. 59, 70, 189.

APPENDIX D - Legal Opinion



October 17, 2025

Sara Rutkowski
Director of Community Development
215 Church Avenue
PO Box 1130
Oshkosh, WI 54903-1130

Re: Downtown Oshkosh Business Improvement District – 2026 Operating Plan

Dear Ms. Rutkowski:

I have reviewed the proposed 2026 operating plan submitted by the Downtown Oshkosh Business Improvement District (BID), specifically with regard to the requirements set forth in Section 66.1109(1)(f) Wis. Stats., which calls for a legal opinion that certain requirements are met in the operating plan.

The operating plan includes a provision indicating the special assessment method applicable to the BID. Real property used exclusively for manufacturing purposes will be assessed under the plan. A description of the kind, number, and location of the proposed expenditures within the BID is included as well as a description of the methods of financing all expenditures. The Plan specifies that all costs will be incurred during calendar year 2026. Finally, the operating plan contains the required description of how the BID promotes the orderly development of the municipality, including its relationship to the City's Comprehensive Plan, Downtown Action Plan and Imagine Oshkosh Plan. It is, therefore, my opinion that requirements of Section 66.1109(1)(f) have been complied with.

Yours truly,
CITY OF OSHKOSH

A handwritten signature in dark ink, appearing to read 'Lynn A. Lorensen'.

Lynn A. Lorensen
City Attorney

APPENDIX E

Downtown Oshkosh Business Improvement District Board Members

Board Member	Category	Term Expires
Megan Lang, Chair	Owner/Non-Occupant	10/14/2028
James Evans, Vice Chair	Owner/Occupant	10/14/2028
Marlo Ambas	Owner/Occupant	10/14/2028
Andy Ratchman	Non-Owner/Occupant	10/14/2027
Derek Mulloy	Non-Owner/Occupant	10/14/2027
James Stapel	Owner/Occupant	10/14/2026
Sandra Prunty	Owner/Occupant	10/14/2026
Autumn Urban (alt)	Non-Owner/Occupant	10/14/2027
Carrie Olson (alt)	Owner/Occupant	10/14/2026
Vacant	Council Liaison	



TO: Honorable Mayor and Members of the Common Council
FROM: Julie Calmes, Finance Director
DATE: October 28, 2025
SUBJECT: Res 25-563 Approve 2026 - 2035 Capital Improvement Program

BACKGROUND

The Common Council held budget workshops on June 25th, October 14th, and October 15th to discuss the 2026 operating budget and the 2026-2035 Capital Improvement Plan (CIP).

Staff have made some changes since the October 14th and 15th workshops based on discussions that were had with Council members as well as additional information that we have received.

These changes are:

- Clearwells Replacement project has been added to the CIP for years 2026 and 2027. This is an ongoing project that has been in the CIP in prior years.
- Phosphorous Limit Project we added an amount for the year 2027 to the CIP. This is an ongoing project that has been in the CIP in prior years.
- WWTP Collection System Inspections was added to the CIP for 2026. This is an ongoing project that has been in the CIP in prior years.
- Update/Relocate Dump Site was added to the CIP for years 2026 and 2027. This is an ongoing project that has been in the CIP in prior years.
- Phase Two of Transit Center was added to the CIP for 2026. This is an ongoing project that has been in the CIP in prior years.
- Vac All Catch Basin Cleaners in the Storm Water CIP has been increased to \$625,000 and moved from 2026 to 2027, as staff work with the manufacturer on potential solutions to extend the life of the current unit.
- I-41 Pedestrian Bridge has been removed from the proposed 2026-2035 budget at this time, but is scheduled for council discussion at a Council workshop after the November 4th Public Hearing on the budget.

RECOMMENDATION

Staff recommends that Council approve the 2026-2035 Capital Improvement Plan. It is important to note that this is a plan for future capital projects. The actual funding for capital projects and the decision to issue debt for particular future projects will be decided at a later date.

Attachments

Res 25-563
2026-2035 Proposed CIP

10/28/2025

25-563

RESOLUTION

CARRIED

5-0

PURPOSE: APPROVE 2026 - 2035 CAPITAL IMPROVEMENT PLAN

INITIATED BY: FINANCE DEPARTMENT

WHEREAS, the City Manager has prepared, submitted, and recommended a Capital Improvement Plan for the years 2026-2035 wherein it lists all anticipated revenues and expenditures for said years; and

WHEREAS, the Council has considered potential project additions to the 2026 CIP for a total general obligation borrowing of \$21,087,100 in 2026; and

WHEREAS, the Council has reviewed the plan and desire to adopt the plan for purposes of consideration of the proposed projects in the 2026 Final Operating Budget, which will be presented to Council in November.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the 2026-2035 Capital Improvement Plan, a summary of which is attached hereto, is hereby approved.

City of Oshkosh, Wisconsin

CIP - Project Detail Sheet

2026 thru 2030

FUNDING SOURCE SUMMARY

Source	2026	2027	2028	2029	2030	Total
1400-TID Cash	600,000	475,000				1,075,000
2000-Trade-In				30,000	30,000	60,000
3000-Prior Year Funding-GO	1,233,300					1,233,300
3100-Prior Year Funding-Sewer Revenue Bonds	3,415,000	1,400,000				4,815,000
3200-Prior Year Funding-Water Revenue Bonds	3,517,600					3,517,600
3300-Prior Year Funding-Storm Revenue Bonds	1,800,000	300,000				2,100,000
4100-Levy	814,500	679,500	622,500	612,500	667,500	3,396,500
4206-FED TRANSIT GRANT 80%	328,000	8,000	208,000	8,000	43,928,000	44,480,000
4260-Grant	1,700,000					1,700,000
4262-State DOT		1,883,000		2,197,600		4,080,600
4263-State Grant				1,000,000	700,000	1,700,000
4401- GO Debt	21,087,100	31,874,800	25,959,900	31,224,000	39,207,000	149,352,800
4402-Debt: State Trust Fund Loan	2,000,000					2,000,000
4952-Donations	2,600,000	2,400,000		325,000	2,500,000	7,825,000
5273-Sewer Revenue Bonds	21,022,200	41,028,000	7,623,900	11,072,400	15,138,000	95,884,500
5275-Safe Drinking Water Loan	25,000,000	20,500,000				45,500,000
5275-Water Revenue Bonds	4,668,600	8,577,300	19,760,800	20,219,500	1,817,800	55,044,000
5278-Storm Revenue Bonds	2,466,500	7,176,600	3,849,000	7,422,700	2,197,200	23,112,000
5280 S/A Replacement-Streets	1,959,000	2,247,900	1,023,200	2,306,500	1,776,200	9,312,800
5281 S/A Replacement-Sidewalk	1,008,100	1,076,400	437,200	1,248,500	993,600	4,763,800
5284-Water Special Assessments	472,700	344,500	334,300	8,500		1,160,000
5285-Wastewater Special Assessments	1,270,900	1,353,900	848,700	814,000	344,800	4,632,300
5286-Storm Water Special Assessments	193,100	236,400	122,000	194,800	97,800	844,100
5288-Sidewalk Special Assessments	92,500	92,500	92,500	92,500	92,500	462,500
5299S-Sewer Utility Fund Balance	510,000	720,000	815,000	905,000	815,000	3,765,000
5299SW-Storm Water Utility Fund Balance	700,000	743,500	640,000	725,000	640,000	3,448,500
5299T-Transit Fund Balance	107,000	56,000	2,000	2,000	2,000	169,000
5299W-Water Utility Fund Balance	1,250,000	1,362,000	1,875,000	3,020,000	1,666,000	9,173,000
6000-Carryover from a Prior CIP	1,337,250					1,337,250
9000-To Be Determined		10,310,000	18,000,000	18,000,000	5,300,000	51,610,000
GRAND TOTAL	101,153,350	134,845,300	82,214,000	101,428,500	117,913,400	537,554,550

City of Oshkosh, Wisconsin

CIP - Project Detail Sheet

2026 thru 2035

PROJECTS & FUNDING SOURCES BY DEPARTMENT

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
0130 - Facilities												
FAC: HVAC/Roofing Replacement	00A HVAC/RF	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	7,500,000
FAC: City Hall Renovation	FAC CITY HL		10,000,000	15,000,000	15,000,000							40,000,000
FAC: FM Commercial Tractor	FAC FM TRCTR		35,000									35,000
FAC: Fire Station 15 Improvement	FAC FS 15 RP	4,000,000										4,000,000
FAC: Office Furniture Replacement	FAC FURN RPL	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	250,000
FAC: 1/2-Ton Extended Cab Pick Up	FAC LIB VEH		50,000									50,000
FAC: OCC Interior Refresh	FAC OCC FRSH	2,000,000										2,000,000
FAC: Oshkosh Media Master Control	FAC OM MCNT							75,000				75,000
FAC: Oshkosh Media TV Studio Equipment	FAC OM TV SE								70,000			70,000
FAC: OPM Artifact Storage Facility	FAC OPM STR					2,800,000						2,800,000
FAC: Transit Admin Offices	FAC TR ADMIN					50,000,000						50,000,000
FAC: 001 1/2-Ton Pickup Truck	FAC VEH1							53,000				53,000
OFD Land for Station 16	FD LND 16		750,000									750,000
Fire Stations 16-19 Restroom and/or Kitchen	FD ST 16-19	280,000										280,000
FAC: Fire Station 16 Replacement	FS 16 REPL				5,000,000	4,000,000						9,000,000
FAC: Fire Station 17 Renovation	FS 17 RENO						3,120,000					3,120,000
FAC: Fire Station 18 Renovation	FS 18 RENO							3,276,000				3,276,000
FAC: Fire Station 19 Renovation	FS 19 RENO								3,440,000			3,440,000
FAC: GOH Annex Renovation	GOH ANNEX	4,825,000	4,790,000									9,615,000
FAC: Joint Public Safety Training Center	JNT TRN CNTR	4,000,000	5,000,000	5,000,000								14,000,000
FAC: OM Gov Mtg Coverage Equip	OM GM CEQ					80,000						80,000
FAC: Oshkosh Media Mini-Van	OM VAN								38,000			38,000
FAC: OPM Landscape Improvements	OPM LAND IMP						50,000	350,000	50,000			450,000
FAC: OPM Lobby Improvements	OPM LBY IMP				2,800,000							2,800,000
FAC: OPM Sawyer House Windows	OPM SWYR	425,000										425,000

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
FAC: OPM Commercial Tractor	OPM TRCTR			35,000								35,000
OSC S Digital Sign	OSC S DIG SN		70,000									70,000
0130 - Facilities Total		16,305,000	21,470,000	20,810,000	23,575,000	57,655,000	3,945,000	4,529,000	4,373,000	775,000	775,000	154,212,000
2000-Trade-In								3,000	3,000			6,000
4100-Levy		25,000	60,000	60,000	25,000	105,000	25,000	100,000	130,000	25,000	25,000	580,000
4206-FED TRANSIT GRANT 80%						40,000,000						40,000,000
4401- GO Debt		11,680,000	8,940,000	5,750,000	8,550,000	17,550,000	3,920,000	4,426,000	4,190,000	750,000	750,000	66,506,000
4402-Debt: State Trust Fund Loan		2,000,000										2,000,000
4952-Donations		2,600,000	2,400,000						50,000			5,050,000
9000-To Be Determined			10,070,000	15,000,000	15,000,000							40,070,000
0130 - Facilities Total		16,305,000	21,470,000	20,810,000	23,575,000	57,655,000	3,945,000	4,529,000	4,373,000	775,000	775,000	154,212,000
0211 - Police												
PD: CCOV Equipment	PD EQUIP				850,000							850,000
PD: Tactical Response & Recovery Veh	PD TRRV			290,000								290,000
0211 - Police Total				290,000	850,000							1,140,000
4401- GO Debt				290,000	850,000							1,140,000
0211 - Police Total				290,000	850,000							1,140,000
0230 - Fire												
FIRE: Replace Ambulances	FIRE AMB		1,450,000			1,930,000			2,560,000			5,940,000
FIRE: CPR	FIRE CPR		530,000									530,000
FIRE: Drysuits and Thermals	FIRE DRY THM		37,000									37,000
FIRE: Dive Team Response Apparatus	FIRE DTRA			200,000								200,000
FIRE: Replace Engines	FIRE ENGINES	2,179,350	1,232,000	2,210,000	1,300,000	1,400,000						8,321,350
FIRE: Extrication Tools	FIRE EXT										110,000	110,000
FIRE: Hazmat Hauler	FIRE HAZ HAL				190,000							190,000
FIRE: Replace Cardiac Monitors & AEDs	FIRE MNTR AE									1,500,000		1,500,000
FIRE: Replace Radios	FIRE RADIOS							1,000,000				1,000,000
FIRE: SCBAs	FIRE SCBA							1,000,000				1,000,000

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
FIRE: Turn Out Gear	<i>FIRE TO GEAR</i>	113,700	182,300	139,000	261,000	117,000	234,000	300,000	230,000	425,000	300,000	2,302,000
FIRE: Other Vehicles	<i>FIRE VEHS</i>	120,000	72,000			81,000	84,000	87,000	90,000	93,000	96,000	723,000
FIRE: Hose Replacement	<i>HOSE REPL</i>						120,000					120,000
0230 - Fire Total		2,413,050	3,503,300	2,549,000	1,751,000	3,528,000	438,000	2,387,000	2,880,000	2,018,000	506,000	21,973,350

<i>4100-Levy</i>			37,000									37,000
<i>4401- GO Debt</i>		1,375,800	3,466,300	2,549,000	1,751,000	3,528,000	438,000	2,387,000	2,880,000	2,018,000	506,000	20,899,100
<i>6000-Carryover from a Prior CIP</i>		1,037,250										1,037,250
0230 - Fire Total		2,413,050	3,503,300	2,549,000	1,751,000	3,528,000	438,000	2,387,000	2,880,000	2,018,000	506,000	21,973,350

0410 - Utility Infrastructure

Ul: Asphalt Program (Annual)	<i>00A ASPHALT</i>	450,000	425,000	500,000	425,000	425,000	425,000	425,000	425,000	425,000	425,000	4,350,000
Ul: Concrete Pavement Repairs (Annual)	<i>00A CONCRT</i>	522,000	285,000	285,000	285,000	285,000	285,000	285,000	285,000	285,000	285,000	3,087,000
Ul: 20-91 Up-Front Engineering Services	<i>00A ENV SVR</i>	305,000	405,000	405,000	405,000	405,000	405,000	405,000	405,000	405,000	405,000	3,950,000
Ul: Inflow/Infiltration Removal	<i>00A I&I LEAK</i>	750,000	1,000,000	1,000,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	13,250,000
Ul: Misc. Utility-Owned Lead Service Repl.	<i>00A LEADSRV</i>	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Ul: Mini Storm Sewers/Storm Laterals	<i>00A SS/SWLAT</i>	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	5,250,000
Ul: New Sidewalk Ordered In	<i>00A SW NOI</i>	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	700,000
Ul: Sidewalk Rehab & Reconst Prog	<i>00A SW REHAB</i>	825,000	900,000	1,000,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	10,425,000
Ul: Subdivision Sidewalk Agreements	<i>00A SW SUBDV</i>	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	300,000
Ul: Jackson Street/Oregon Street Reconstruction	<i>25 JKSN/OR</i>		50,000		5,351,600							5,401,600
Ul: Clairville Road Swr & Wtr Ext	<i>26 CLAIRVILLE</i>	2,649,900	2,054,100									4,704,000
Ul: Fluor Court Wtr Mn Repl	<i>26 FLUOR CT</i>	160,300										160,300
Ul: Josslyn Street Wtr Mn Repl	<i>26 JOSSLYN</i>	1,248,700										1,248,700
Ul: Ohio St Reconstruction	<i>26 OHIO ST</i>	4,329,000										4,329,000
Ul: Scott Ave Reconstruction	<i>26 SCOTT AVE</i>	4,767,300										4,767,300
Ul: W 12th Avenue Reconstruction	<i>26 W 12TH AV</i>	1,418,400										1,418,400
Ul: W 16th Ave Reconstruction	<i>26 W 16TH AV</i>	6,135,000										6,135,000
Ul: Bowen St Reconstruction	<i>26-01 BOWEN</i>	200,000	9,978,100									10,178,100
Ul: Lakeview San Pump/SW Lift Station Replacement	<i>27 LAKEVW PS</i>	143,500	876,000		5,000,000							6,019,500
Ul: Montclair Place Wtr Mn Repl	<i>27 MONTCLAIR</i>		509,400									509,400
Ul: Oakwood Road Wtr Mn Repl	<i>27 OAKWOOD</i>		863,900									863,900
Ul: Scott Ave Reconstruction	<i>27 SCOTT AVE</i>		3,503,800									3,503,800

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Ul: WWTP SW Outfall Construction	27 SW OUTFL		775,000									775,000
Ul: W 14th Ave Reconstruction	27 W 14TH AV		6,848,400									6,848,400
Ul: Wright St Reconstruction	27 WRIGHT		3,556,600									3,556,600
Ul: Bowen St Reconstruction	28 BOWEN ST			3,515,500								3,515,500
Ul: Gallups-Merritts Creek Watershed	28 GALLUP			1,500,000								1,500,000
Ul: Grand Street Reconstruction	28 GRAND ST			752,200								752,200
Ul: Hudson Avenue Reconstruction	28 HUDSON AV			1,792,000								1,792,000
Ul: Madison Street Reconstruction	28 MADISON			1,446,900								1,446,900
Ul: Mill St Reconstruction	28 MILL ST			712,600								712,600
Ul: Pleasant Street Reconstruction	28 PLEASANT			1,446,900								1,446,900
Ul: STH 91 Utility Construction	28 STH 91			3,693,600								3,693,600
Implementation of Lake Shore Drive Reimagination	28LakeShorDr			2,700,000								2,700,000
Ul: Anchorage Watershed RR-Libbey Storm Sewer	29 ANCHOR			50,000	959,000							1,009,000
Ul: Bowen St Reconstruction	29 BOWEN ST				5,856,600							5,856,600
Ul: Merritt Ave Reconstruction	29 MERRITT			500,000	17,676,100							18,176,100
Ul: S Washburn Asphalt Const-W Waukau	30 S WASH					1,895,000						1,895,000
Ul: Van Buren Avenue Reconstruction	30 VAN BUREN		200,000		1,000,000	3,535,600						4,735,600
Ul: West 19th Avenue Reconstruction	30 W 19TH AV					2,938,000						2,938,000
Ul: Woodland Ave Reconstruction	30 WDL					2,755,300						2,755,300
Ul: Fernau Watershed Detention Basin (Hoffmaster)	31 FERNAU					50,000	5,000,000					5,050,000
Ul: S Main St Reconstruction	31 S MAIN		550,000				14,114,100					14,664,100
Ul: Woodland Ave Reconstruction	31 WDL-HIGH						1,302,500					1,302,500
Ul: Jefferson Street Reconstruction	32 JEFFERSON							8,214,900				8,214,900
Ul: N Eagle St Reconst	32 N EAGLE							3,725,100				3,725,100
Ul: N Sawyer St Reconstruction	33 N SAWYER								7,370,200			7,370,200
Ul: Oshkosh Avenue - Sawyer Street Intersection	33 OSH/SAWY	600,000	475,000						4,925,000			6,000,000
Ul: W 4th Avenue Reconstruction	33 W 4TH AVE								2,785,000			2,785,000
Ul: Nebraska Street Reconstruction	34 NEBRASKA									3,477,900		3,477,900
Ul: W 9th Ave Reconstruction	34 W 9TH AVE					300,000		500,000		10,075,100		10,875,100
Ul: Libbey Avenue Reconstruction	35 LIBBEY AV										3,265,000	3,265,000
Ul: West 6th Avenue Reconstruction	35 W 6TH AVE										3,360,900	3,360,900
Ul: Western Street Reconstruction	35 WESTERN										7,655,300	7,655,300
0410 - Utility Infrastructure Total		25,229,100	33,980,300	22,024,700	40,283,300	15,913,900	24,856,600	16,880,000	19,520,200	17,993,000	18,721,200	235,402,300

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
<i>1400-TID Cash</i>		600,000	475,000						4,925,000			6,000,000
<i>3000-Prior Year Funding-GO</i>		1,233,300										1,233,300
<i>3100-Prior Year Funding-Sewer Revenue Bonds</i>		1,435,000										1,435,000
<i>3200-Prior Year Funding-Water Revenue Bonds</i>		3,517,600										3,517,600
<i>3300-Prior Year Funding-Storm Revenue Bonds</i>		1,500,000										1,500,000
<i>4100-Levy</i>		499,500	287,500	287,500	287,500	287,500	287,500	287,500	287,500	287,500	287,500	3,087,000
<i>4262-State DOT</i>			1,883,000		2,197,600							4,080,600
<i>4401- GO Debt</i>		2,595,100	4,991,300	6,375,600	6,938,800	4,815,700	5,354,000	5,739,000	4,052,300	5,574,300	5,585,100	52,021,200
<i>5273-Sewer Revenue Bonds</i>		3,382,200	5,728,000	3,678,900	7,802,400	2,590,800	3,366,600	3,000,700	2,621,500	3,212,000	3,146,200	38,529,300
<i>5275-Water Revenue Bonds</i>		1,818,600	7,352,300	3,885,800	8,459,500	1,637,800	2,695,600	1,681,900	1,932,000	2,382,800	2,517,100	34,363,400
<i>5278-Storm Revenue Bonds</i>		2,466,500	6,201,600	3,429,000	7,422,700	1,767,200	8,389,200	1,858,200	1,637,900	1,845,900	2,571,400	37,589,600
<i>5280 S/A Replacement-Streets</i>		1,959,000	2,247,900	1,023,200	2,306,500	1,776,200	1,509,400	1,200,400	1,181,100	1,480,300	1,243,300	15,927,300
<i>5281 S/A Replacement-Sidewalk</i>		1,008,100	1,076,400	437,200	1,248,500	993,600	980,700	1,025,000	970,100	1,013,800	1,052,800	9,806,200
<i>5284-Water Special Assessments</i>		472,700	344,500	334,300	8,500		97,500	6,800	34,500			1,298,800
<i>5285-Wastewater Special Assessments</i>		1,270,900	1,353,900	848,700	814,000	344,800	496,800	372,200	217,700	475,800	589,700	6,784,500
<i>5286-Storm Water Special Assessments</i>		193,100	236,400	122,000	194,800	97,800	76,800	105,800	58,100	118,100	125,600	1,328,500
<i>5288-Sidewalk Special Assessments</i>		92,500	92,500	92,500	92,500	92,500	92,500	92,500	92,500	92,500	92,500	925,000
<i>5299S-Sewer Utility Fund Balance</i>		430,000	705,000	705,000	705,000	705,000	705,000	705,000	705,000	705,000	705,000	6,775,000
<i>5299SW-Storm Water Utility Fund Balance</i>		615,000	640,000	640,000	640,000	640,000	640,000	640,000	640,000	640,000	640,000	6,375,000
<i>5299W-Water Utility Fund Balance</i>		140,000	165,000	165,000	165,000	165,000	165,000	165,000	165,000	165,000	165,000	1,625,000
<i>9000-To Be Determined</i>			200,000		1,000,000							1,200,000
0410 - Utility Infrastructure Total		25,229,100	33,980,300	22,024,700	40,283,300	15,913,900	24,856,600	16,880,000	19,520,200	17,993,000	18,721,200	235,402,300

0420 - Engineering

ENG: 4WD 1/2-Ton Pickup Trucks	ENG VEH1		70,000						75,000			145,000
0420 - Engineering Total			70,000						75,000			145,000
<i>4401- GO Debt</i>			70,000						75,000			145,000
0420 - Engineering Total			70,000						75,000			145,000

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
0430 - Street Division												
CG: Field Ops Facility Air Compressor	CG EQP2	40,000										40,000
STR: Snow Blower/Loader Attachment	STR EQP01	300,000								300,000		600,000
STR: Trailered Air Compressors	STR EQP02		35,000				40,000					75,000
STR: #239 Stainless Tanker Semi-Trailer	STR EQP03			110,000								110,000
STR: #237 Lowboy Trailer	STR EQP04				145,000							145,000
STR: #232 Dump Trailer	STR EQP05					100,000						100,000
STR: #263 Asphalt Patch Trailer	STR EQP06					55,000						55,000
STR: Asphalt/Finish Rollers	STR EQP07					90,000	40,000					130,000
STR: Field Ops Facility Brine Maker	STR EQP08						400,000					400,000
STR: Replace Trailers	STR EQP1		20,000	20,000			30,000	20,000	25,000		50,000	165,000
STR: Replace Articulated Loaders	STR EQP3	500,000	500,000					500,000		500,000	500,000	2,500,000
STR: Replace Sidewalk Tractors	STR EQP6				85,000				85,000		85,000	255,000
STR: Replace Tandem-Axle Plow Trucks	STR VEH01		1,150,000	400,000	400,000	425,000	850,000		425,000	425,000	425,000	4,500,000
STR: Replace Single-Axle Trucks	STR VEH02		725,000	375,000	400,000	400,000				425,000	425,000	2,750,000
STR: Replace Semi-Tractors	STR VEH03		250,000									250,000
STR: Skid Steers	STR VEH04	110,000				130,000					150,000	390,000
STR: Replace Motor Graders with Wing	STR VEH05			600,000			600,000		600,000			1,800,000
STR: Excavators	STR VEH06				405,000			275,000				680,000
STR: #21 Single-Axle Mason TRK w/Crane	STR VEH07					225,000						225,000
STR: #175 Tractor with Plow & Mower	STR VEH08						220,000					220,000
STR: 1-Ton 4-Wheel Drive Dump Trucks	STR VEH1		110,000	120,000		120,000						350,000
STR: 4-Wheel Drive Pickup Trucks	STR VEH2	140,000	140,000		70,000	80,000		80,000			80,000	590,000
0430 - Street Division Total		1,090,000	2,930,000	1,625,000	1,505,000	1,625,000	2,180,000	875,000	1,135,000	1,650,000	1,715,000	16,330,000
4100-Levy		40,000										40,000
4401- GO Debt		1,050,000	2,930,000	1,625,000	1,505,000	1,625,000	2,180,000	875,000	1,135,000	1,650,000	1,715,000	16,290,000
0430 - Street Division Total		1,090,000	2,930,000	1,625,000	1,505,000	1,625,000	2,180,000	875,000	1,135,000	1,650,000	1,715,000	16,330,000
0450 - Central Garage												
CG: #108 Adv Ride-On Floor Scrubber	CG EQP1		90,000									90,000
CG: Radio System Analog to Digital	CG EQP4		250,000									250,000
CG: #36 Single-Axle Pickup Truck	CG VEH1		200,000									200,000

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
CG: #121 Forklift	CG VEH2								65,000			65,000
0450 - Central Garage Total			540,000						65,000			605,000
4401- GO Debt			540,000						65,000			605,000
0450 - Central Garage Total			540,000						65,000			605,000
0470 - Sanitation												
SAN: Automated Side-Load Refuse Trucks	SANI VEH1		425,000	425,000	450,000	450,000				480,000		2,230,000
SAN: Rear-Load Refuse Trucks	SANI VEH2	325,000										325,000
0470 - Sanitation Total		325,000	425,000	425,000	450,000	450,000				480,000		2,555,000
4401- GO Debt		325,000	425,000	425,000	450,000	450,000				480,000		2,555,000
0470 - Sanitation Total		325,000	425,000	425,000	450,000	450,000				480,000		2,555,000
0480 - Recycling												
REC: Roll-Off Containers	RECY EQP1							38,000				38,000
REC: #111 Articulated Loader	RECY EQP2									480,000		480,000
REC: #222 Yard Waste Grinder	RECY EQP3						480,000					480,000
REC: #221 Hook-Lift Roll-Off Container Truck	RECY VEH1						300,000					300,000
REC: Automated Side-Load Refuse Trucks	RECY VEH2							450,000	1,456,000			1,906,000
0480 - Recycling Total							780,000	488,000	1,456,000		480,000	3,204,000
1300-Cash-Fund Balance							780,000	488,000	1,456,000		480,000	3,204,000
0480 - Recycling Total							780,000	488,000	1,456,000		480,000	3,204,000
0610 - Parks Dept - General												
PRKS: 426, 429 Towmaster Equipment Trailers	PK TE TRLS		20,100			26,400						46,500
PRKS: Wing Mower Fleet	PK WNG MOW		153,400		164,400	169,900						487,700
PRKS: Zero Turn Mowers	PK Z TRN MOW		162,100	85,800	88,800	91,800	94,700	97,700	100,600	103,600	106,600	931,700

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
PRKS: 441 Caterpillar 305EB M Excavator	PRK CAT EXCT						153,600					153,600
PRKS: 440 CAT M908 Compact Loader	PRK CAT LDR					148,800						148,800
PRKS:CNG Dump Truck	PRK DMP TRK		229,400							175,000		404,400
PRKS: 442 John Deere Tractor/Loader	PRK EQ2				144,000							144,000
PRKS: Athletic Field Groomer	PRK EQP1		32,100					42,400	43,700			118,200
PRKS: 443 Cat Track Skidsteer	PRK EQP3								136,000			136,000
PRKS: 445 FG25T-16 Forklift	PRK FRKLFT							33,000				33,000
PRKS: 446 John Deere Pro Utility Veh	PRK JD UVEH						70,400					70,400
PRKS: Pick Up Trucks	PRK PU TRK		84,000	220,400	174,000	55,800	89,600	99,000		196,000	208,800	1,127,600
PRKS: 431 Stealth Equipment Trailer	PRK ST TRL1									25,200		25,200
PRKS: 425 Stealth Equipment Trailer	PRK ST TRL2										25,920	25,920
PRKS: Morgan Route Step Vans	PRK STP VANS		100,800		108,000				122,400			331,200
PRKS: 427, 428 Enclosed Trailers	PRK TRLS		19,300				23,000					42,300
PRKS: P19 Toro Versa Vac	PRK TV VAC							35,000				35,000
PRKS: Utility Carts	PRK UTL CRT	24,600	25,800	26,700								77,100
PRKS: 444 Bobcat Toolcat	PRK VEH3		112,000									112,000
0610 - Parks Dept - General Total		24,600	939,000	332,900	679,200	492,700	431,300	307,100	402,700	499,800	341,320	4,450,620
4401- GO Debt		24,600	939,000	332,900	679,200	492,700	431,300	307,100	402,700	499,800	341,320	4,450,620
0610 - Parks Dept - General Total		24,600	939,000	332,900	679,200	492,700	431,300	307,100	402,700	499,800	341,320	4,450,620
0620 - Forestry												
FRSTRY: 481 Ford F450 Aerial Truck	FRSY AER TRK										18,000	18,000
FRSTRY: Badger Equipment Trailer	FRSY BE TRL					18,600						18,600
FRSTRY: Bobcat Skid Steer	FRSY BSS					86,800						86,800
FRSTRY: Dump Trucks	FRSY DMP TRK		168,000			328,600					180,000	676,600
FRSTRY: 475 Vermeer BC1500 Chipper	FRSY EQP1	96,600										96,600
FRSTRY: 470 SC802 Stump Grinder	FRSY EQP2			97,400								97,400
FRSTRY: 482 Freightliner Aerial Truck	FRSY FA TRK					310,000						310,000
FRSTRY: Pick Up Truck	FRSY PU TRK					93,000						93,000
FRSTRY: 473 Vermeer Wood Chipper	FRSY VW CHP					128,300						128,300
0620 - Forestry Total		96,600	168,000	97,400		965,300					198,000	1,525,300

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
4401- GO Debt		96,600	168,000	97,400		965,300					198,000	1,525,300
	0620 - Forestry Total	96,600	168,000	97,400		965,300					198,000	1,525,300

0650 - Cemetery

CEM: Dump Trucks	CEM DMP TRK									175,000		175,000
CEM: 497 Equipment Trailer	CEM EQ TRAL					22,300						22,300
CEM: 496 John Deer 310L Loader/Backhoe	CEM JD LB					108,000						108,000
CEM: Leaf Picker/Vacuum	CEM LEAF PK		140,200					90,400	93,400	95,900		419,900
CEM: Pick Up Trucks	CEM PU TRK								98,000	273,000		371,000
CEM: Cemetery Road Repaving	CEM ROAD		25,000		25,000		25,000		25,000		25,000	125,000
CEM: Scag Zero Turns	CEM SCAG Z						51,200	52,800				104,000
CEM: Toro UTX Utility Vehicle	CEM VEH5									56,000		56,000
	0650 - Cemetery Total		165,200		25,000	130,300	76,200	143,200	216,400	599,900	25,000	1,381,200

4100-Levy			25,000		25,000		25,000		25,000		25,000	125,000
4401- GO Debt			140,200			130,300	51,200	143,200	191,400	599,900		1,256,200
	0650 - Cemetery Total		165,200		25,000	130,300	76,200	143,200	216,400	599,900	25,000	1,381,200

0740 - Community Development

CD: Gateway and Downtown Improvements	00A GATE& DT	1,000,000	3,000,000	2,000,000	2,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	14,000,000
CD: Land Acquisition and Development	00A LAND&DEV	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	15,000,000
CD: Signage to Center City	CTR CITY SN		25,000	25,000	25,000	25,000						100,000
CD: Great Neighborhoods Initiative	G NHOODS	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	1,500,000
CD: Gateway Improvements	GATE IMPV	100,000	100,000	200,000	200,000	200,000	200,000					1,000,000
CD: Pioneer Island Riverwalk	P ISLND RW					5,000,000	6,400,000					11,400,000
CD: Pioneer Riverwalk Breakwater	P RW BRKWTR					400,000						400,000
CD: Pioneer Riverwalk E 14th	P RW E 14TH				2,000,000							2,000,000
CD: Pioneer Riverwalk to Marina	P RW MARINA			3,000,000								3,000,000
CD: Riverwalk Signage	RIV SIGN		100,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	140,000
CD: Sawdust Dist Gateway Features	SAW DIS FTR		75,000	75,000	75,000	75,000	75,000					375,000
	0740 - Community Development Total	2,750,000	4,950,000	6,955,000	5,955,000	8,355,000	9,330,000	2,655,000	2,655,000	2,655,000	2,655,000	48,915,000

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
<i>4100-Levy</i>		150,000	150,000	155,000	155,000	155,000	155,000	155,000	155,000	155,000	155,000	1,540,000
<i>4401- GO Debt</i>		2,600,000	4,800,000	3,800,000	3,800,000	3,200,000	2,775,000	2,500,000	2,500,000	2,500,000	2,500,000	30,975,000
<i>9000-To Be Determined</i>				3,000,000	2,000,000	5,000,000	6,400,000					16,400,000
0740 - Community Development Total		2,750,000	4,950,000	6,955,000	5,955,000	8,355,000	9,330,000	2,655,000	2,655,000	2,655,000	2,655,000	48,915,000

0801 - Traffic/Lighting

ELEC: 80514-2011 Light Tower	ELEC LT TWR						25,000					25,000
ELEC: 80505-2017 Service Van	ELEC SRV VAN				50,000							50,000
ELEC: 80504-2020 Service Van	ELEC SRV VN2							50,000				50,000
ELEC: 80518 Trailer & 80517 Generator	ELEC TRLR										50,000	50,000
ELEC: 80500, 80502 Box Pick Up	ELEC VEH1									100,000		100,000
PRKG: EV Charging Plan	EV CHARG		70,000									70,000
ELEC: Street Lighting Poles	ST LT PLS	15,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	240,000
ELEC: Traffic Signal Equipment	TR SGNL EQ	35,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	45,000	440,000
0801 - Traffic/Lighting Total		50,000	140,000	70,000	120,000	70,000	95,000	120,000	70,000	170,000	120,000	1,025,000

<i>2000-Trade-In</i>					10,000		5,000	10,000		20,000	10,000	55,000
<i>4100-Levy</i>		50,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	680,000
<i>4401- GO Debt</i>			70,000		40,000		20,000	40,000		80,000	40,000	290,000
0801 - Traffic/Lighting Total		50,000	140,000	70,000	120,000	70,000	95,000	120,000	70,000	170,000	120,000	1,025,000

0810 - Sign Division

SIGN: Sign Work Truck	SGN TRUCK				120,000							120,000
SIGN: Sign Bucket Truck	SIGN B TRK					150,000						150,000
0810 - Sign Division Total					120,000	150,000						270,000

<i>2000-Trade-In</i>					20,000	30,000						50,000
<i>4401- GO Debt</i>					100,000	120,000						220,000
0810 - Sign Division Total					120,000	150,000						270,000

1070 - Museum

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
MUS: Deep Roots Exhibit	26 MUS ROOTS			700,000	325,000							1,025,000
MUS: Tiffany Window Removal/Re-Install	27 MUS TFFNY			75,000								75,000
MUS: EXH - People of the Waters	30 MUS EX UP							50,000	500,000			550,000
1070 - Museum Total				775,000	325,000			50,000	500,000			1,650,000
4401- GO Debt				775,000				50,000	500,000			1,325,000
4952-Donations					325,000							325,000
1070 - Museum Total				775,000	325,000			50,000	500,000			1,650,000
1717 - Parking Utility												
PRKG: 300 W. Lot Improvement (Grand)	PRKG 300 LT	750,000										750,000
PRKG: Parking Lot Improvements	PRKG LOT IMP		750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	6,750,000
PRKG: Parking Lot Signs	PRKG LT SIGN		40,000									40,000
1717 - Parking Utility Total		750,000	790,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	7,540,000
4401- GO Debt		750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	7,500,000
9000-To Be Determined			40,000									40,000
1717 - Parking Utility Total		750,000	790,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	7,540,000
1728 - Transit												
TR: Downtown Transit Center	24 TRANS CTR	2,000,000										2,000,000
TR: Bike and Pedestrian	BKE PED	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	500,000
TR: Clean Diesel Buses	CLEAN D BUS					4,900,000	2,100,000					7,000,000
TR: Hoist Maintenance Garage	HOIST MNT GR			250,000								250,000
TR: Parts Washer	PRTS WASH		14,000									14,000
TR: Tire Changer	TIRE CHNGR	25,000										25,000
TR: Transit Data Boxes	TR DATA BX	400,000										400,000
TR: Staff Vehicle	TR STF VEH		40,000									40,000
TR: Transit Stop Improvements	TR STP IMP	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	100,000
1728 - Transit Total		2,485,000	114,000	310,000	60,000	4,960,000	2,160,000	60,000	60,000	60,000	60,000	10,329,000

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
4100-Levy		50,000	50,000	50,000	50,000	50,000	50,000	100,000	50,000	50,000	50,000	550,000
4206-FED TRANSIT GRANT 80%		328,000	8,000	208,000	8,000	3,928,000	1,688,000	8,000	8,000	8,000	8,000	6,200,000
4260-Grant		1,700,000										1,700,000
4401- GO Debt				50,000		980,000	420,000					1,450,000
5299T-Transit Fund Balance		107,000	56,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	179,000
6000-Carryover from a Prior CIP		300,000										300,000
1728 - Transit Total		2,485,000	114,000	310,000	60,000	4,960,000	2,160,000	110,000	60,000	60,000	60,000	10,379,000

1810 - Water

WD: Meter Change-Out Program	00A WD MTERS	1,029,000	1,132,000	1,245,000	1,365,000	1,501,000	1,651,000	1,816,000	1,997,000	2,195,000	2,414,000	16,345,000
WD: Replace Mini Dump Trucks	23 WD VEH3									240,000		240,000
WFP: Clearwell Replacement	23 WF CLRWLL	25,000,000	20,500,000									45,500,000
WFP: Dual Media Filter Repairs/Rplcmnt	23 WF MEDIA				3,400,000							3,400,000
WD: Sensus Water Meter Base St	24 WD SNSUS	50,000		60,000				70,000		75,000		255,000
WFP: Granulated Actvd Carbon Filter Media	24 WF GAC FT				4,200,000							4,200,000
WD: Building Addition/Remodel	25 WD BLDG		225,000		3,200,000							3,425,000
WD: Tractor Backhoe/Loaders	25 WD EQP3							375,000				375,000
WD: Replace 1/2-Ton Vans	25 WD VEH1			65,000	65,000		70,000		70,000			270,000
WD: 1-Ton Ext Cab Pickup Trks w/Srv Body	25 WD VEH2						200,000					200,000
WFP: Ammonia Gas Scrubber	25 WF A SCBR	600,000										600,000
WFP: Chlorine Gas Scrubber	25 WF C SCBR	600,000										600,000
WFP: Fluoride Tanks/Feed Pumps Rplcmnt	25 WF FLUOR		600,000									600,000
WD: Building Roof Replacement	26 WD ROOF								150,000			150,000
WD:Tri-Axle Dump Trucks	26 WD VEH1		350,000	350,000			375,000					1,075,000
WFP: Chlorine Monitors Repl	26 WF CL MON	45,000										45,000
WFP: Fire Alarm Syst Ctrl Panel	26 WF FR AL	36,000										36,000
WFP: Back-up Water Intakes Repl	26 WF INTAKE	1,600,000		14,400,000								16,000,000
WD: 1/2-Ton 4WD Ext Cab Pickup Trucks	27 WD VEH1		65,000						70,000			135,000
WFP: Sludge Pumps Replacement	27 WF SLUDGE		50,000	180,000								230,000
WD: #811 Air Compressor	28 WD EQP1			45,000								45,000
WD: Repl Step Service Van	28 WD VEH1			400,000								400,000
WD: Repl Wachs Valve Turner	28 WD VEH2			120,000								120,000
WFP: Backwash Controls/Air Scour	28 WF BCKWS			660,000								660,000

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Blower Repl												
WFP: Alum Piping/Day Tanks/Transfer Pumps Repl	28 WF TANKS			60,000	750,000							810,000
WFP: SW Wtr Twr Painting/Add Mixing	29 SW WTR TW				1,400,000							1,400,000
WD: #828 1-Ton Service TRK w/Valve-Turning Mach	29 WD VEH1				120,000							120,000
WFP: WFP Administration Area Carpet	29 WF CARPET				25,000							25,000
WFP: 3/4 Ton 4WD PU Trucks w/ Lift Gate/Plow	29 WF VEH1				90,000					90,000		180,000
WFP: Rapid & Slow Mix/Sed Basin Valve Repl	30 SDV REPL					60,000	1,356,000					1,416,000
WD: Ditch Witch/Vac-All Trailer/Valve Turner	30 WD EQP2					120,000						120,000
WFP: Sedimentation Basin Ext Painting	31 SED PAINT						200,000					200,000
WFP: Repl Systems Sedimentation Basins	31 SYS SED						100,000	1,800,000				1,900,000
WFP: Replace Chlorine Feed Equipment	31 WF CL FD						100,000	1,000,000				1,100,000
WFP: Ammonia Bulk Storage Tanks/Scales Replacement	31 WF TANKS						100,000	1,056,000				1,156,000
WFP: Ammonia Storage System Valves Replacement	31 WF VALVES						50,000	540,000				590,000
WD: Reapplication of WDC Masonry Sealing	32 WD MSN SL							50,000				50,000
WFP: Replace WFP Analyzers	33 ANALYZERS								500,000			500,000
WFP: Sed Basin Sludge Pump Repl	33 SED SLDGE								50,000	200,000		250,000
#838 Hydro Excavator	33 WD VEH1								700,000			700,000
WFP: Chem Storage Tank Maint	33 WF TANKS								20,000	150,000		170,000
WFP: #891 Pickup Truck	34 WF VEH1									75,000		75,000
1810 - Water Total		28,960,000	22,922,000	17,585,000	14,615,000	1,681,000	4,202,000	6,707,000	3,557,000	3,025,000	2,414,000	105,668,000

5275-Safe Drinking Water Loan	25,000,000	20,500,000										45,500,000
5275-Water Revenue Bonds	2,850,000	1,225,000	15,875,000	11,760,000	180,000	2,081,000	4,841,000	1,400,000	605,000			40,817,000
5299W-Water Utility Fund Balance	1,110,000	1,197,000	1,710,000	2,855,000	1,501,000	2,121,000	1,866,000	2,157,000	2,420,000	2,414,000		19,351,000
1810 - Water Total	28,960,000	22,922,000	17,585,000	14,615,000	1,681,000	4,202,000	6,707,000	3,557,000	3,025,000	2,414,000		105,668,000

1910 - Sewer

WW: Update/Relocation of Dump Site	21 WW DUMP	600,000	600,000									1,200,000
WW: Clean Digesters	23 WW CL DIG			110,000	130,000	110,000			115,000	135,000	115,000	715,000
WW: Collection System Inspections	23 WW INSPEC	1,680,000										1,680,000

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
WW: Replace WWTP Influent Bar Screens	25 WW BAR SC	3,700,000										3,700,000
WW: Replace Wastewater Facility HVAC	25 WW HVAC	650,000										650,000
WW: Phosphorus Limits Study/Construction	25 WW PHOSP	10,800,000	25,700,000									36,500,000
WW: Shorewood Lift Station Piping & Valves	25 WW SHORE	500,000										500,000
WW: Replace Jetter Vacs	25 WW VEH1		700,000					725,000				1,425,000
WW: WWTP DAFT Sludge Pump Repl	26 DAFT SLDG	50,000										50,000
WW: WWTP Generator Installation	26 WW GENER	1,000,000	3,000,000									4,000,000
WW: Repl S Main St Pump Station Generator & Equip	26 WW S MAIN	40,000	130,000	625,000								795,000
WW: WWTP Blended Sludge Pump Repl	26 WW SLUDG	30,000										30,000
WW: UV Disinfection	26 WW UV	950,000	6,400,000									7,350,000
WW: Raw Influent Piping Condition Assess	27 INFLUENT		650,000		340,000	1,500,000						2,490,000
WW: Lift Station Bar Screens Rehabilitation	27 WW BAR SC		114,000	550,000								664,000
WW: Rehab County Hwy Y Pump Station	27 WW CTH Y		56,000	350,000								406,000
WW: #173 Zero-Turn Lawn Mower	27 WW MOWER		15,000									15,000
WW: Replace Electrical Unit Substations	28 WW EUSS			1,850,000		9,500,000						11,350,000
WW: Repl RAS and WAS Pumping System	28 WW RAWAS			420,000	2,200,000							2,620,000
WW: Repl Primary Sludge Piping and Valves	28 WW SLUDG			150,000	675,000							825,000
WW: Parshall Flume Liners Replacement	29 FLUME LNR				55,000	370,000						425,000
WW: 4x4 Pickup Trucks w/Plow & Lift Gates	29 WW VEH1				70,000					70,000		140,000
WW: Chlorine Contact Basin Improvements	30 CL CONTCT					525,000	3,000,000					3,525,000
WW: Installation of Additional Centrifuge	30 WW CNTRF					187,200	1,000,000					1,187,200
WW: Incr Centrate Storage Capacity	30 WW CNTRT					355,000	1,500,000					1,855,000
WW: #975 Single-Axle Dump Truck	30 WW VEH1					110,000						110,000
WW: DAFT Control Equipment Replacement	31 DAFT CTRL						80,000	500,000				580,000
WW: Grit Chamber Replacement	31 GRIT CHBR						126,000	750,000				876,000
WW: Ferric Chloride Bulk Storage Tank Repl	32 FE TNK							165,000	1,000,000			1,165,000
WW: WWTP Outfall Inspections	32 OUTFL INS							50,000				50,000
WW: Digester Gas Equipment Replacement	33 DIGST GAS								130,000	1,000,000		1,130,000
WW: WWTP Blended Sludge Piping &	34 WW SLUDG									100,000	520,000	620,000

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Valves Repl												
WW: WWTP Aeration Blowers Repl	35 WW AERAT										50,000	50,000
WW: WWTP Sodium Bisulfite Tank Repl	35 WW SBS										55,000	55,000
1910 - Sewer Total		20,000,000	37,365,000	4,055,000	3,470,000	12,657,200	5,706,000	2,190,000	1,245,000	1,305,000	740,000	88,733,200
3100-Prior Year Funding-Sewer Revenue Bonds		1,980,000	1,400,000									3,380,000
3300-Prior Year Funding-Storm Revenue Bonds		300,000	300,000									600,000
5273-Sewer Revenue Bonds		17,640,000	35,300,000	3,945,000	3,270,000	12,547,200	5,706,000	1,777,500	1,130,000	1,100,000	570,000	82,985,700
5278-Storm Revenue Bonds			350,000					362,500				712,500
5299S-Sewer Utility Fund Balance		80,000	15,000	110,000	200,000	110,000		50,000	115,000	205,000	170,000	1,055,000
1910 - Sewer Total		20,000,000	37,365,000	4,055,000	3,470,000	12,657,200	5,706,000	2,190,000	1,245,000	1,305,000	740,000	88,733,200
2010 - Storm Water												
SW: Leaf Blowers-Storm Water	22 SW EQP2	85,000	85,000		85,000			85,000				340,000
SW: Replace Trailered Water Pumps	22 SW TRL PM								50,000			50,000
SW: Replace Street Sweepers	23 SW VEH1			420,000		430,000		430,000				1,280,000
SW: Zero-Turn Lawn Mowers	26 SW EQP1		18,500				85,000					103,500
SW: Vac All Catch Basin Cleaners	26 SW VEH1		625,000									625,000
SW: #101 Trailered Wood Chipper	33 SW CHPPER								35,000			35,000
2010 - Storm Water Total		85,000	728,500	420,000	85,000	430,000	85,000	515,000	85,000			2,433,500
5278-Storm Revenue Bonds			625,000	420,000		430,000		430,000				1,905,000
5299SW-Storm Water Utility Fund Balance		85,000	103,500		85,000		85,000	85,000	85,000			528,500
2010 - Storm Water Total		85,000	728,500	420,000	85,000	430,000	85,000	515,000	85,000			2,433,500
6610 - Park Land Imprv 0325												
44th Parallel Park Open Air Shelter	44P AIRS				60,000							60,000
44th Parallel Park Ballfield Reconstruction	44P BALL REC						300,000					300,000
Abe Rochlin Park Play Equipment	ABE RO PRK		275,000									275,000
Abbey Park Play Equipment & Surfacing	ABY EQUIP			275,000								275,000

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Bauman Park Play Equipment Surfacing	BAUMAN PRK		100,000									100,000
Boat Launch Repairs	BOAT LAUNCH			150,000								150,000
Congress Tot Lot Perimeter Fence	CONG LOT						40,000					40,000
Fugleberg Boat Launch	FGL BT LCH					2,000,000						2,000,000
Fugleberg Park and Teichmiller Park Resurfacing	FGL TEI PRK				200,000							200,000
Lakeshore Park Development	LAKE PRK DEV			300,000	300,000	300,000						900,000
Menominee Park Zoo Improvements	MEN PRK ZOO	100,000		100,000		100,000		100,000		100,000		500,000
Miller's Bay Dredging	MIL BAY DRED				5,000,000							5,000,000
Mill Street Boat Launch Deck Replacement	MILL ST BOAT							30,000				30,000
Mary Jewell Ballfield Reconstruction	MJEW BF		350,000									350,000
Menominee Park Beach House Reno	MN BEACH HS				500,000	5,000,000						5,500,000
Menominee Tennis/Pickleball Court Lights	MP TP LTS			200,000								200,000
Menominee Park Lighting Replacement	MPRK LIGHTS				100,000							100,000
Pickart Park Tennis and Basketball Courts	PCKRT TBC		300,000									300,000
Pickart Park Open Air Shelter and Games Area	PCKT AIR GAM						350,000					350,000
Pickart Park Paths and Lighting	PCKT PRK LTS					300,000						300,000
PCWP Heaters	POOL HTRS	40,000	40,000	40,000								120,000
Park Trails Improvements	PRK TRLS IMP	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	500,000
Quarry Park Development	QRRY PRK D	50,000		50,000								100,000
Rainbow Memorial Park Improvements	RB PRK IP							500,000	5,000,000			5,500,000
Rainbow Park Restroom Renovation	RB PRK RR		130,000									130,000
Red Arrow Skate Park	RD ARW SKTE		100,000									100,000
Red Arrow Park Play Equipment	RED ARW EQP					275,000						275,000
Red Arrow Park Lighting Replacement	RED ARW LGH					75,000						75,000
Reetz Ballfields Renovation	RTZ B RENO				600,000							600,000
Reetz Ballfields Fencing and Scoreboards	RTZ FS			500,000								500,000
Reetz North Field Ball Field Lights Replacement	RTZ NF LTS	350,000										350,000
Reetz South Ball Field Lights Replacement	RTZ SF LTS		350,000									350,000
Rusch Park Boardwalk Replacement	RUSCH BW RE		450,000									450,000
Rusch Park Pedestrian Bridge	RUSCH PED BR		400,000									400,000
Site "A"- Ripple & Oregon	SITE A DEV		400,000						200,000			600,000
South Park Splash Pad	SP SPL PD		550,000									550,000
Spanbauer Field Scoreboard	SPBR FS							30,000				30,000

Department	Project #	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
Spanbauer Field Light Replacements	SPBR LTS RE							300,000				300,000
Stoegbauer Park Playground Equipment Replacement	STGB EQ RE								275,000			275,000
Stoegbauer Park Basketball Court Overlay	STGBR BC						15,000					15,000
Stoegbauer Park Restrooms/Shelter Constr	STGBR BLD			500,000								500,000
Teichmiller Park Playground Equipment Replacement	TEICH EQP RE								275,000			275,000
Teichmiller Park Play Equipment Surfacing	TEICH PRK EQ		150,000									150,000
West Algoma Park Play Equipment & Surfacing	W ALG EQP			275,000								275,000
Westhaven Circle Park Basketball Court	WESTH BBC							25,000				25,000
Westhaven Circle Park - Splash Pad	WHCRL PAD			700,000								700,000
William Steiger Park Fishing Dock Decking	WL ST PRK						50,000					50,000
6610 - Park Land Imprv 0325 Total		590,000	3,645,000	3,140,000	6,810,000	8,100,000	805,000	1,035,000	5,800,000	150,000	50,000	30,125,000
<i>4263-State Grant</i>					1,000,000	700,000						1,700,000
<i>4401- GO Debt</i>		590,000	3,645,000	3,140,000	5,810,000	4,600,000	805,000	1,035,000	5,800,000	150,000	50,000	25,625,000
<i>4952-Donations</i>						2,500,000						2,500,000
<i>9000-To Be Determined</i>						300,000						300,000
6610 - Park Land Imprv 0325 Total		590,000	3,645,000	3,140,000	6,810,000	8,100,000	805,000	1,035,000	5,800,000	150,000	50,000	30,125,000
Grand Total		101,153,350	134,845,300	82,214,000	101,428,500	117,913,400	55,840,100	39,691,300	44,845,300	32,130,700	29,550,520	739,612,470



TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: October 28, 2025
SUBJECT: UTV/ATV use on city streets (City staff)

BACKGROUND

Winnebago County recently passed an ordinance to allow UTV/ATVs on county roads. Some Common Council members expressed an interest in allowing these on city roads. Council referred this issue to the Transportation Committee for a recommendation. At the September Transportation Committee meeting, the Committee requested a survey/poll be conducted to get public input. A poll was conducted.

ANALYSIS

Poll responses were collected for 3 weeks. The results of the poll were shared prior to and at the Transportation Committee's October meeting, and are attached to this item. Staff prepared a list of considerations for the Transportation Committee to evaluate. A copy of frequently asked questions from the Wisconsin Department of Transportation was also shared with the committee and is attached here.

BOARD/COMMISSION INFORMATION

The Transportation Committee Chairperson called for a motion to approve UTVs/ATVs on city streets 2 times. No motion was made, so the request died for lack of a motion. The committee discussion was not favorable to allowing these on city streets.

The full discussion of the item at the Transportation Committee meeting, including relevant public comments, is available on the [Oshkosh Media YouTube channel](#) (link will take you directly to the point in the meeting for this discussion).

Attachments

Polco Results
ATV UTV Info. WisDot
Discussion list provided to Transportation Committee

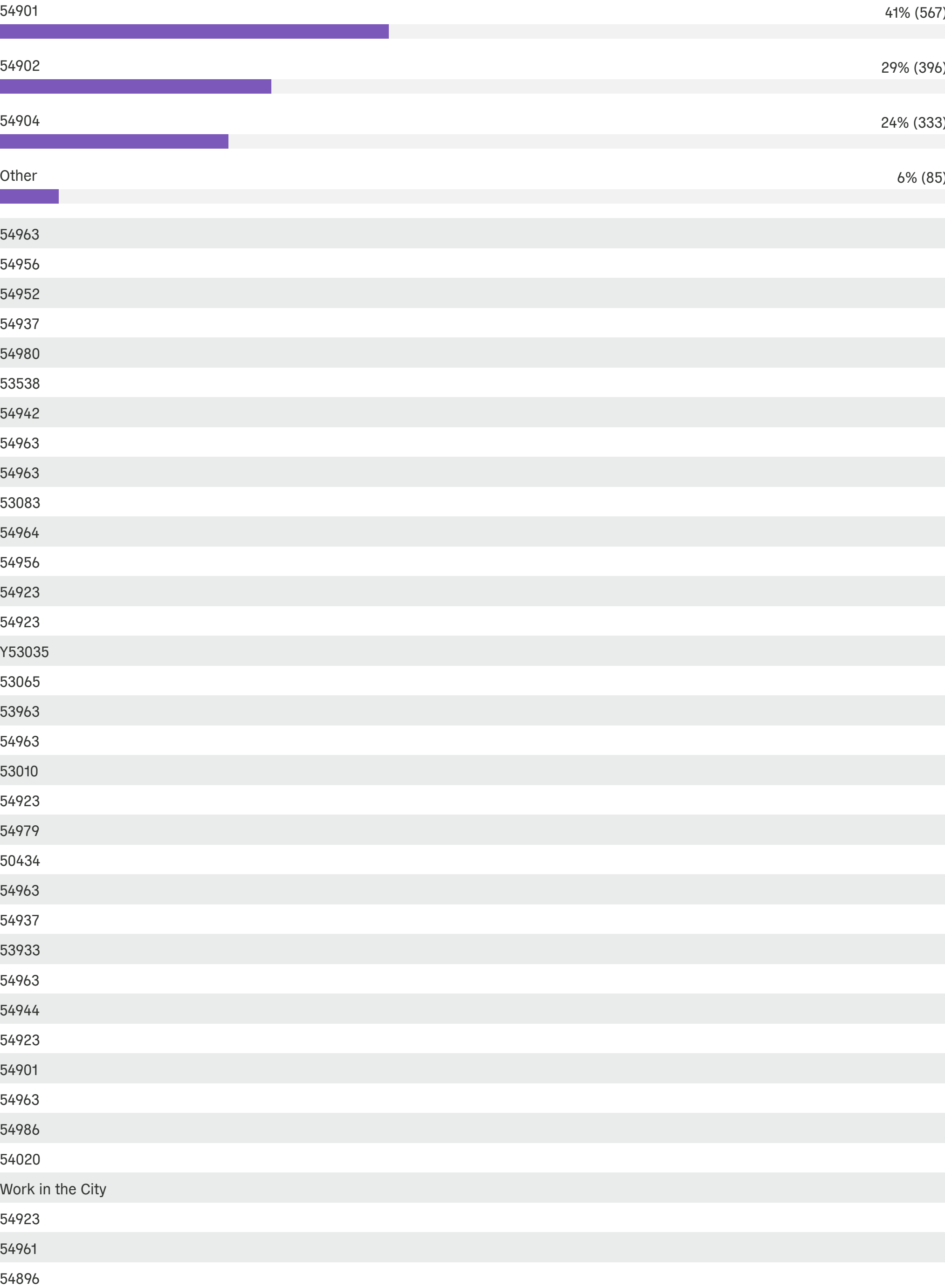


ATV & UTV Oshkosh Survey

Survey Results
FINAL

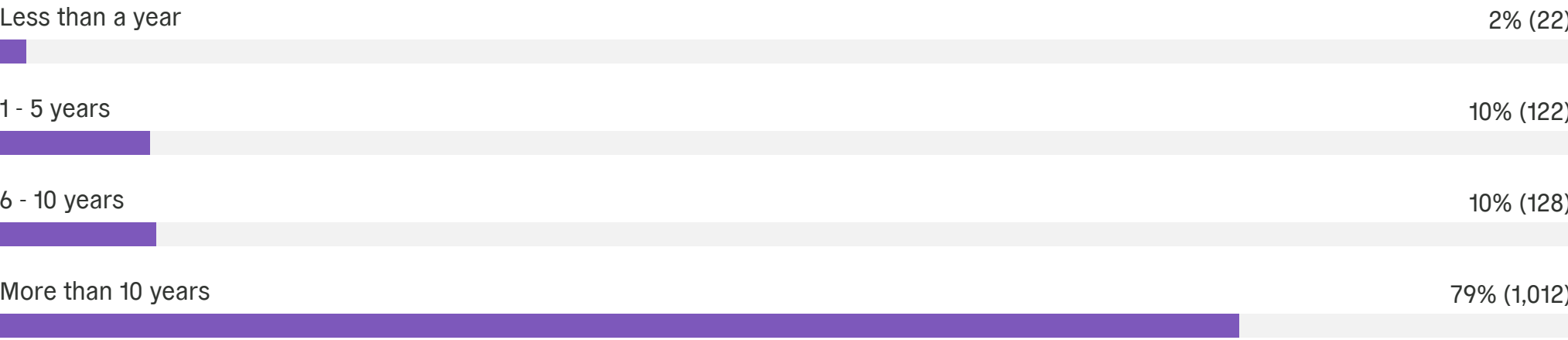
10/13/2025

What is your ZIP code?

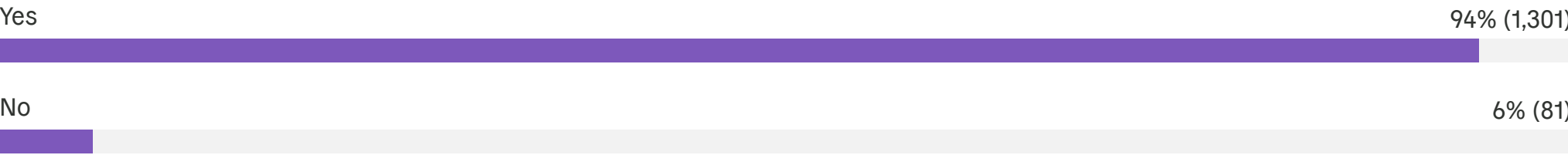


54914
54986
54956
54952
54902
54956
54956
54913
53120
54964
54927
54963
54986
54165
54963
54311
54963
54927
54129
53949
I own property in Neenah also
54180
54986
54956
53083
54913
54956
54947
54937
54963
54940
54956
53919
54937
54963
53091
54971
54971
53965
53065
54961
54979
54961
54963

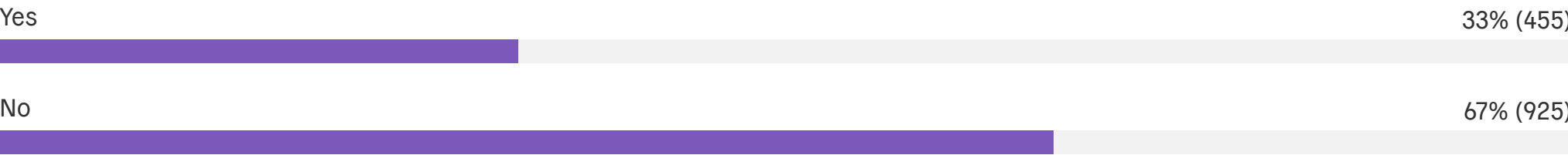
If you live in the City of Oshkosh, how long have you lived in the city?



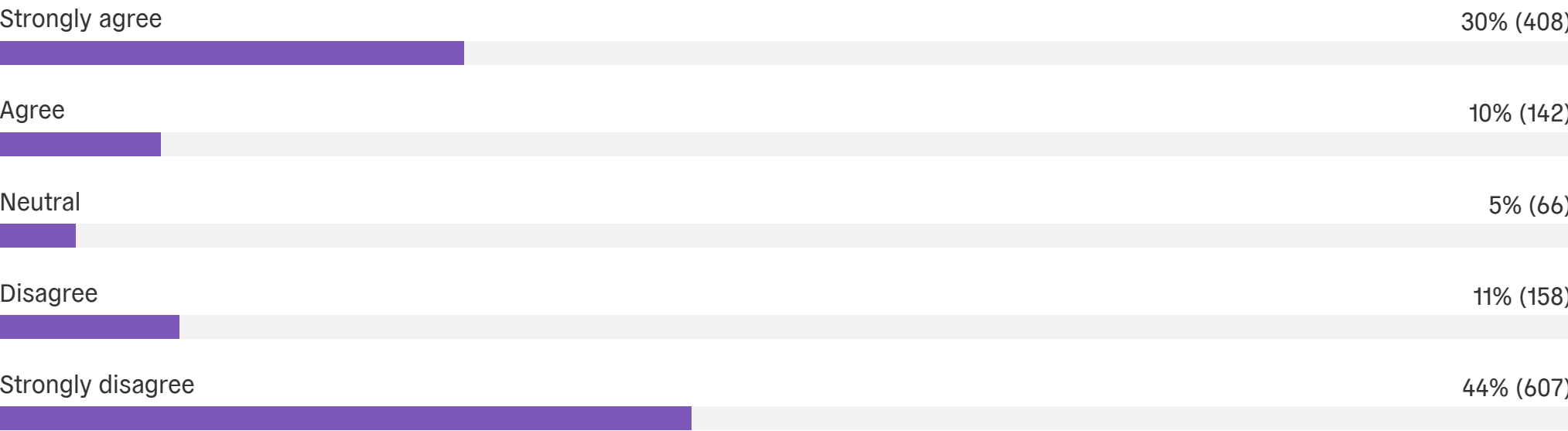
Are you aware that ATVs/UTVs are currently prohibited on city streets in Oshkosh?



Do you own an ATV/UTV?



ATVs/UTVs should be allowed on limited city streets in Oshkosh with proper regulation and safety measures. Do you:



If allowed, what regulations or safety measures would you support?



- Same rules that cars and motorcycles etc have to follow
- Not atv without snow removal. Yes to utv with regulations selected.
- never on sidewalks without snow removal attached. keep the October 1st thru April 30th for that portion. Then restrict sidewalk use outside of those dates
- Do not allow them on the road
- insurance
- They must have lighting if used at night, but not necesarily during the day. At least seat belts, and not on busy streets (Main street and HWY 45, South Park Avenue, etc). Designated routes for busy streets...signage, etc.
- DO NOT ALLOW THEM ON CITY STREETS OR WITHIN CITY LIMITS.
- No children
- We have a place up north, these vehicles are very l loud because of the variable speed clutch used in them. They are very noisy compared to a car with a car with a good exhaust on them. The other thing I noticed, pick up trucks are getting a lot louder lately.
- Liability insurance
- Don't allow them.
- OPD has rights to ticket.
- No sidewalk use
- Not allowing ATVs/UTVs on city streets
- Same as motorcycles or already legal in the city LSVs.
- Should not be allowed at all in City of Oshkosh
- follow traffic rules (ie: on the road, need to follow the rules of the road). Should not be under 16/or without vaild drivers license.
- Only in rural areas. Not bar zones.
- Not to be used on sidewalks
- Thus will be a nightmare causing accidents, injuries etc. the police are too busy with drug issues to control speeding in the city as it is
- No other restrictions. Just proper lights.
- only allowed in winter for snow removal purposes
- Only restrict hours of operation if you allow no muffler

If under 18 years of age, no passengers. (what about liability insurance?) [need active law enforcement on higher traffic routes]

All of the above

I do not condone this measure. It's absolutely stupid. We aren't some rural, hick town. On the other hand, the way that Oshkosh maintains its streets ATV/UTV usage may be the only way to get around. Maybe the city of Oshkosh should be more concerned about actually enforcing illegal street parking, the sales of drugs, and the stopping of cars and trucks that are not properly licensed or violate laws. Maybe they'd actually earn revenue through enforcement like other communities do. It is amazing what the Fond du lac area has done as far as enforcement and ticketing which catches drugs dealers, weapons violators, human trafficking, and those evading outstanding warrants. Do better city of Oshkosh. You have continued to fail the taxpaying public consistently. Yet you have no problems inceasing our taxes. At some point, the citizens need to gut the Oshkosh city council and police department and actually put well-qualified individuals in place that do not constantly represent the interests of scummy landlords and corporations like Oshkosh Truck.

Simply DO NOT allow. OPD has enough to do to keep the city safe.

They shouldn't be allowed on city street, period.

Operated by drivers over 65

This suggestion may fall under the licensing mentioned above. However, ATV/UTV drivers in Oshkosh should twenty-five or older. No juveniles or college-age people.

All of the above

These should never be allowed

Not able to operate if have DUIs and other restrictions on your ability to drive a car

Follow Rules and Regulations consistent with DNR

Not allowed on street.

Viewable liscense plates and no driving in 4 lanes streets and possibly a always on lights because electric carts are quiet

Seasonal Fall-Early spring

Until Oshkosh get tough on Automobiles who roar around with no mufflers and disturb tax paying residents, especially on 9th Avenue, it would be catastrophic for citizens to have Loud and hard to see ATV's on city streets. It is a total NO from me any my followers. Start policing the noise polluters which you can not control prior to adding more abuse.

A limits !!!

Must be 21 to drive no teenager drivers

UTVs only, no ATVs

Required to yield right of way to pedestrians and other wheels (skates, skateboards, bikes, wheelchairs, etc.).

Complete unfettered access to all roads, paths and trails with no restrictions or regulation of any kind. I also think snowmobiles should have access to any public parks and green ways.

All of the above

If this gets passed in the City limits of Oshkosh,i think the members of council need to take into consideration of age requirements. I strongly disagree with this due to the amount of accidents on the city streets involving bicycles, motorized scooters, and motorcycles.

Adult only

It's absurd that this is even being considered seriously in the city. The danger of ATVs on city streets across the country is well documented.

not on sidewalks

Also need an electric bike and scooter policy on streets and sidewalks. Current bike lanes are a mess and they do not stop or follow and rules in the road for emforcement

Restricted to roads only when roads are impassible by vehicles due to weather conditions

age 21 or older

Absolutely do not allow them on city streets or sidewalks.

No open intoxicants for passengers in utv's

Insurance

Obey all traffic laws!

do not allow this, i dont pay taxes in the city to have to contend with this traffic disaster

By licensing I mean through the State of Wisconsin.....Not just some permitting process. Transportation and safety affects everyone on city roads.

All of the above

No restrictions.

Not allowed at all

Turn signal

Don't allow

Absolutely do not allow

Minimum age of 21, we already have immature drivers on the road with dirt bikes and motorcycles. This ordinance is a BAD idea.....already too much reckless driving on the roadways.

UTV's only. NO ATV's

Do not allow!

Same as Winnebago co rules

Also Wisconsin county rules.

Must be registered with DNR

Age requirement for who can operate.

Driver must be licensed equal to WI driver's license criteria.

Required adult age of driver and passengers

Well they should be allowed on all the city streets that are 35 mph or less. As being an outsider that would give me the enjoyment of driving from my house up to visit friends in Oshkosh. I am currently in Dodge county where we are all to ride all the county roads. If you follow the state guidelines there should be no issues. In other words anybody under the age of 18 that has a valid driver's license has to have a helmet on. I could see this adding more people coming into the city and enjoying what the city has to use.

No on road use

Helmets

Don't allow it

Mud clean up

The requirements listed would not overcome my concerns about allowing ATV/UTV usage in the city

No kids

Do not allow

As long as they follow the traffic laws in regards to speed limits, traffic lights, mufflers, no hot dogging... No other restrictive measures need apply. I should not have to modify my machine to have turn signals when hand signals work fine. I am Already required to register it with the DNR just to own it. I WILL NOT be paying for another registration to road ride. I WILL NOT be PAYING A WHEEL TAX on this mode of transport.

Proof of insurance, stored out of sight

No children allowed

////////////////////////helmets for Atv use only

Helmets if there isn't a roll bar.

Mandatory seatbelts and insurance. Helmets shouldn't be lumped in.

trailer limitations with ATU/UTVs

No access to sidewalks, riverwalk, or bike trails

Specified uses?

Signal lights. No access to the Wiowash trail

Only allowed on city streets; should not be operated on sidewalks or bike paths

do not want atv on city streets

Seatbelts requirement mandatory!

Enforcement of all noise ordinances

Enforcement of all noise ordinances.

They should be allowed on all streets as long as they are abiding by standard law. Maybe the city could in fast use some right of ways and city properties to allow safe crossing and ways to travel not just on the road special parking areas in the downtown area to help promote local business and possibly even encourage out of town business as well as businesses to come in. I think having lake Winnebago as well as all the parks and activities it would help freshen up the city

Allowing travel from residence to nearest route

Operator/passengers must all be at least 21 years old

Should be registered and pay the wheel tax just like every other vehicle does.

No sidewalk use

Should not be legal on sidewalks, paths, or in parks

Never should happen

Do not allow

follow regular speed limits and normal atv regulations for age and helmets etc

They should never be allowed within the city of limits. There is no reason for an ATV to be cruising on concrete streets - that's not what they're designed for.

They pay a wheel tax must have insurance

atv/utv should not be allowed on Oshkosh city streets at all. It is bad enough to drive a car on these unpatrolled streets.

None

Insurance

Small 2 or 4 tralier

Mandatory insurance

All of the above

Very few restrictions just follow the traffic kaws

Not a good idea

Auto insurance

Seatbelts

Age limit. 25 or older.

None

Same fees, license, registration, safety, and wheel tax as motorized vehicles.

Shouldn't be allowed.

They should not be allowed in any format! But, if they are, they should be regulated in the strongest possible way.

crash test ratings

all of the above seem reasonable, but these are required of cars and motorcycles right now, and none of them are enforced in my neighborhood today. why would atv's be any different?

I don't want ATVs on the roads in Oshkosh

Allowing ATV/UTVs on city streets will create too many hazards for the public.

No alcohol use

city oshkosh is to big for this 67,000 ,population might work up north. the city has enough problems e-bikes e-scooters modify exhaust systems cars motorcycles an some fore lane streets race trackslets get these problems

Insura

Liability insurance

minimum insurance coverage ENFORCED FOR ROAD USE

Not to allow them

Full Insurance coverage, mandatory secondary operation education and training classes, proof registered with the city annually, and additional police officers hired to account for the increase in traffic safety enforcement.

Do not allow on city streets!

I have listed below

Any route if heading to a lake access

This is a terrible idea

21+

ATVsvehicles./UTVs must Yield to all pedestrians, cyclists and passenger vehichles. There would need to be a 0 tolerance for OWi with a 0 BAC law.

Immunity from lawsuits when they inevitably drive like idiots and get seriously injured

NO DOUBLES FULL PPE .03 BA OVER.08

I absolutely do not support it in any form.

Insurance

not on sidewalk unless plowing snow

Follow the DNR rules and regulations

Helmet for certain age groups

Helmets required for anyone under 18 years of age. Proof of liability insurance must be carried at all times.

Any and ALL offenses WILL be reflected upon drivers license, even property damage offenses. A set limit of minimum insurance levels to be determined.

Keep it snow removal specific and they should be electric only

Rearview & side mirrors

As I would not support them being allowed,I would want all safety measures considered to mitigate concerns.

Should not be allowed

County rds only outside city limits

Shouldn't be allowed at all

Full vehicle insurance and regular car license

Operators and vehicle to be fully insured. Same alcohol if not stricter alcohol rules and regulations. 21 years of age or older. They pay the same wheel tax as we pay per unit.

They should not be on city streets.

AGE RESTRICTION

Required collision and liability insurance coverage (if not already required)

If allowed, these vehicles should have to pay the wheel tax as other cars and trucks have to in the city.

Meet DOT safety standards and road tire not offroad

Strict enforcement of all regulations

Limited numbers of ATVs/UTVs in a group.

Wisconsin motor vehicle license plates and auto insurance

Shouldn't be allowed.

Require insurance

Should not be allowed at all

Turn signals

Dumbest idea ever. You are asking for trouble. Underage, unlicensed, loud, reckless, stupid drivers.

Zero, none, this is a bad idea!

Safety gear for under 16 years old. Is aloe on some streets, allow on all.

Should not be allowed on city streets, they are recreation vehicles meant for trails not city roads. There are also no regulation on drinking and driving, if this passes you could expect to see drunk driving and injuries and deaths from that to skyrocket.

this is a terrible idea rooted in greed. these devices, irregardless of modifications, are loud and dangerous. I write as a concerned parent and homeowner. I've lived in small towns which allow this and ATV and UTVs are both audibly disruptive and dangerous to young children.

licensing and taxed the same as cars. same emissions standards as cars

Please don't. This is a terrible idea.

None, I do not believe these should be allowed on city streets

no

not within the cuity limits

no point we aren't a rural area

Wheel tax

Only over 21 drivers, how does a DUI apply to them in a UTVVehicle insurance (in event of accident with a car/truck), wheel tax to be paid, cannot park in handicap parking stalls

Absolutely no underage drivers. No cruising from bar to bar. Same impaired driving restrictions as cars/trucks. No riding on sidewalks.

Not able to use on sidewalks!!! Many cities in the Fox Valley have or are considering laws against ebikes on sidewalks. ATVs/UTVs can go just as fast if not faster and take up much more room where people walk.

A minimum of 18 years age; the 12 year age limit is far too young.

Insurance specifically for ATVS/UTVs. Also, more police officers to enforce the roadways. A fee for ATVS/UTVS to use the roads.

Have to carry insurance just like a motor vehicle

Do not allow this to happen!!!!!!! This is unsafe for our community.

Full motor vehicle insurance

Who will enforce? How will police issue tickets if not a typical vehicle managed by the police?

All of the above

Zero--This should not pass whatsoever for many, many safety concerns.

do not allow atvs and utvs to do anything on city streets

Only if having a snow plow attached. No other.

No children under 18 in/on ATV/UTV

It should not be allowed at all

UTV only ATV's are to small and harder to see

Don't allow them

Limit hours of operation, for sure.

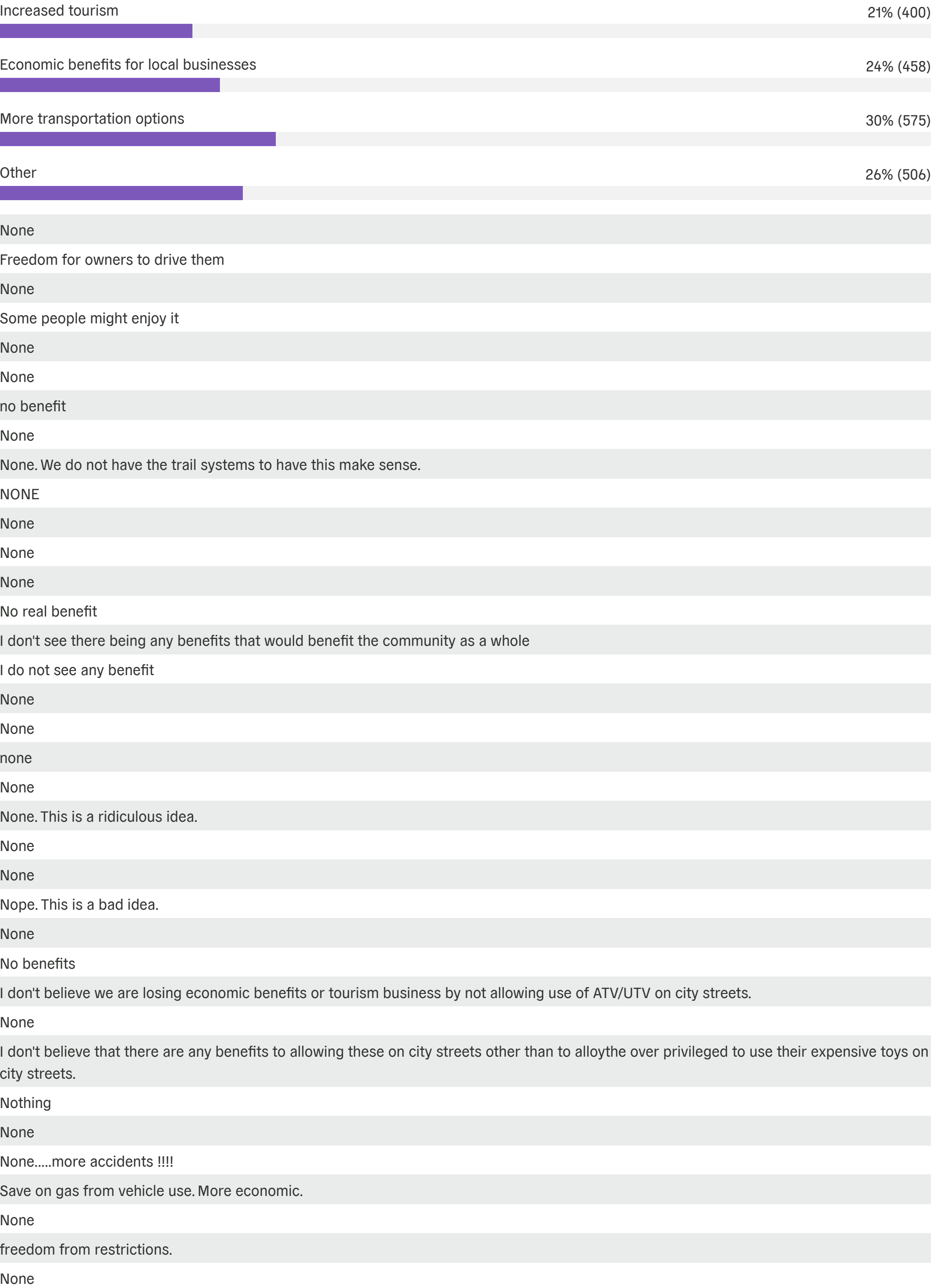
None of this should be allowed

Open all roads to eliminate confusion for the operators. Follow the WI state statute of best to keep regulations easy to follow.

All steers open

Directional lights- blinkers! And horn.

What benefits do you believe allowing ATV/UTV usage on city streets might bring?



More freedom without any serious consequences.

none

None

We pay SO MUCH TO LIVE IN OSHKOSH you have to have some small reasons to keep the people you do. Our taxes are insane.

No benefit in a city the size of Oshkosh

I see this as extremely niche and having virtually no benefit. It will create more problems with motor vehicle enforcement than anything.

No benefit

Making it legal for ATV/UTV's to be utilized on streets and parking areas, close to frozen ice conditions, as the ATV/UTVs are already engaged in use of some city streets during ice fishing season.

Will allow those who live within the city to access trails and frozen waterways without having to trailer them.

I don't think there is any benefit to ATV/UTV usage on city streets

I see an economic impact to bars and restaurants that border the lake but other than that, there is no reason an ATV should be rolling down Main Street

Absolutely none. All it will bring is chaos to the streets. You can't seem to regulate electric bikes on sidewalks, motorcycles driving down the middle of roads, scooters racing in and out of traffic, or pedestrians running out in front of traffic. Why do you think you suddenly have the skills to do something new?

Can't see any benefits to allowing ATVs on city streets.

none

Nothing

None 5th

I see no benefits. I don't honestly believe any of the options listed above would materialize as a benefit.

None

No benefits

no benefits and would risk lives of residents and folks who drive, walk and ride bicycles on streets or city park trails

I do not see any

Saves on gas money and less damage to roads

None

reducing trailers during ice fishing in neighborhoods.

I don't see benefits

None

To get them to a trail, so that they don't have to use a trailer to transport

We may see less people in Oshkosh drunk driving in automobiles if this were to pass.

I do not see any benifits

Additional access to green areas

None

none

None

None

none

None

None

None - it's ridiculous that this is even being considered.

none

I agree with most on the City Council I don't believe ATV/UTV enthusiasts will want to use the City of Oshkosh roads for recreation...this is more like an up north thing or a country thing not a city thing.

none

none, will cause more problems

None

None

Fun for riders

NONE

I feel that the only places where they should be allowed is to get on the lake when there is enough ice to be safe. When ice is thick enough for an ATV, parking can be a few blocks away from the ice. Would be nice for those going on the lake to be able to drive from parking spot to ice without fear of a fine.

none if any

While there may be a small benefit to the user, there is a significant disadvantage to others trying to use the streets around them, as well as a safety issue for all.

None

I see no benefits to the city in allowing this to proceed.

None

Absolutely nothing. This is so ridiculous. We are a CITY, not a village or a small municipality. This would add nothing to the economy and would make us look even less sophisticated than we already do.

There would be no Benefits except to cause mor danger and noise pollution. Winnebago County should take a page out of Sheboygan County and make it mandatory to have smog tests for all viehicles.

none

No benefits at all.

none

no benefits for the city of Oshkosh

I do not see any benefits

Greater convenience for ATV/UTV owners

NONE

Nothing good, there will be no enforcement of the rules of the regulations of driving an ATV around town.

A new form of entertainment, especially around taverns.

None

I see no benefit

Snow plowing

None

None

transportation for mobility impaired and elderly

More freedom for citizens to choose

Very little

More jollies for a minority of ATV/UTV owners, i.e. selfishness

NONE

I dont think there will be any kind of benefit from this. The bar owners are thinking they can bring in more businesses, but now your going to mix alcohol and riding on the streets with an ATV. I honestly believe that motorist are going to have a hard time seeing people riding ATV's/UTV's. Plus not to mention all the wear and tear that the city streets are doing to endure because the tires of an ATV are not made for city streets.

None

None

none of those things- not a whole lot of benefit

None of the above

None. I see absolutely no benefit and these categories are made up. I'd like to read studies and know what impact ATVs have had on cities like Eau Claire and Appleton, if they are allowed on streets there. This whole thing is being rushed and is inconsiderate of citizens.

None. It will only make already dangerous road condition more dangerous.

Not sure as there are no trails here for people to use.

Do they have collision insurance?

None!

No benefits. People can't drive now.

no benefit at all

None

Not a dame thing!!!!

None other than the few that want to eliminate the need to trailer their UTV to Lake Winnebago in the winter

No foreseen benefits.

Nothing

None

Some of these benefits might come about by allowing ATV usage, but I believe they would be very minimal at best

None

None, I feel that would be dangerous and another distraction for automobile drivers and pedestrians

None

None

Absolutely none

None!

None

I don't see any benefit to ATV or Utv on the city streets

None

No benefits.

Increased accidents and annoyance of neighbors

I see NO benefit to having ATV/UTVs on our city streets.

None

None of the above

None

none

Nothing but people screwing around

None

Emergency winter transportation

None

None!!!...Are you nuts?!!

none

none

None

must have proper insurance and proof of like other vehicles

there will be no benefits

Nothing

The benefit of the above regulations would give law enforcement a tool to use if and when they had to intervene at some point.

Local sales of UTV's

I do not see any benefits for our city.

Liberty

I see no benfits only more deathes.

None. I think they would be nothing but tremendous hazards. They were not designed to be operated on streets with other traffic.

None

Less reason for OPD to give people a hard time

None

Nothing come to mind. They should only be allowed near the lake for ice fishing.

I don't believe at/UTV use should be allowed at all

Quicker degradation of our city.

None, Nobody is going to come here to drive on the streets. They want trails!

None

None. Will cause traffic issues.

cannot think of any benefits

None

Nothing

None versus the risks

None

No benefits

I do not see any benefit. The city of Oshkosh is not a small rural community up north where it might be more appropriate. It is a stretch to argue economic or increased tourism benefits.

Nothing at all.

Increase in accidents

NONE

Cheaper transportation option for users

None

It will not benefit the city

None

None

Was car accidents in the snow because you can drive them and not worry about slidding

More riding opportunities More access to lake Winnebago

None

Lighter weight crucial traffic and less road ware

None

Farmers could use them for farming needs to get from town to a co-op also for hunting

Not sure benefits are worth it

Specifically, would help during ice fishing

I really don't see much benefit.

Extra seasonal business. Battle on Bago fisherman

No benefits!

None

None

Enjoyment of the hobby

None

None

None. They are an excuse to drink and drive and be lazy

Safer roads for bikers with a variety of transportation types on the roads and more drivers with better visability and hearing

I work in the city limits and could drive to work. Another benefit would be accessing the lake for ice fishing/ Sturgeon spearing

There are none

None

None

None

I suspect some ATV/UTV riders would like to have access to Lake Winnebago during ice fishing season without having to put their device on a trailer

Less damage to roadways via lighter vehicles

No benefit at all would cause many safety issues

Snow removal only

Getting to lakes in winter.

None

None

None

Certain Rural Residents despise having to drive their vehicles into the cities because, well, you've seen the way some of the 'people' drive. Communities (large and small) around the state who have welcomed ATV/UTV access tend to draw the rural folks to town easier because now thy can run to town with the UTV they feel safe running around in. They are (not tend to be) they are safer drivers than alot of the city folk.

fewer cars,

I see no benefit for a city like Oshkosh

None!

None

None!

None

No benefits

No benefit!

None

No benefits

None at all

None

None

I don't believe there would be any benefit.

none

Access to Lake Winnebago in the winter.

None; the only reason anyone needs an ATV in Oshkosh is if they're dragging their shack out onto the ice in Feb. This isn't Eagle River... There's not enough tree cover, natural areas, or terrain within a 45-minute radius of us to warrant anyone needing or wanting to drive an ATV in Oshkosh. It would be the most boring and pointless ATV experience to put routes through here, lol.

None

None

none

None whatsoever. Where I've seen this allowed, there are literally only nuisances, not benefits.

NONE

No benefit

No benefit what so ever!!!

None

None

No other benefits for the city

More work for body shops and health care facilities

None

None

none

It brings NO benefits

None

None

NONE

None

Nothing

None

NONE

None

None !

NONE!

None

None

snow removal.

NONE

Convenience for ice fishermen

More time with family

Nothing significant

Freedom for Ice fisherman to get to the lake

All of the above and more

None

I see zero benefits. Tourists in this area generally have a car, not an ATV. I don't see many owners driving in the city shopping, dining, sightseeing,... They're made for off-roading, not concrete roads.

NO Atv/Utv on Oshkosh city streets.

increased noise, reduction in property values, increased congestion, increased traffic accidents

Options when buses aren't running

None whatsoever

None

None

NONE

None

I do not see a benefit or need for adding this type of vehicle in a city of this size.

None

No benefit.

None

They bring no benefits.

Tax paying residents can enjoy their own community as well as surrounding communities will enjoy oshkosh

None. I think it's a poor idea

None

none

No benefits, plenty of trails already established for this use. City is already extremely noisy with current motorcycles, EAA, bands, and increased traffic and congestion.

no benefit, ATVs/UTVs are loud, dirty chaotic vehicles and would disrupt any peace still remaining

No benefits. Only problems with bar hopping and joy riding.

I don't think any of these will happen.

Other than a city street being a connection from trail to trail, I do not see any benefit.

No benefits

None

No benefit

I see this as a net negative for the city and residents.

I don't see any public benefit to allowing such vehicles on city streets.

No benefits to a city as large as Oshkosh.

more transportation options without rule enforcement

Road access from west, south and north. Including lake access by UTV/ATV for recreation.

Unique recreation opportunity for Oshkosh that similar sized cities do not offer

none

I don't want ATVs on the roads in Oshkosh.

Nothing good can come from it.

None

Ability to talk to neighbors easily, pull trailers/other equipment around, great visibility/maneuverability, great for farm kids to get around

Morons flexing.

Not sure about ATV or UTV conditions, but some small golf-cart-like vehicles pollute less and use less gasoline

none

More noise.

None

Cheaper to operate

Don't believe there are any benefits

just more problems

None

There r non

There aren't any true benefits to this proposal. It's all surface level perception and not based on reality.

Big benefit for us ice fishermen.

Create safety problems

Traffic accidents, confusion from senior drivers, extra duty for enforcement officers, unfair wheel tax evasion, unfair license and registration fees compared to automobiles paying for same privileges

increased headaches for residents, traffic problems, automobile fees for registration and license cost more, yet ATV to get the same road use privileges, THEY DON'T BELONG IN A CITY!!

None of the above

Cheaper to operate for cost of gas.

None

None. Adding even more danger to cyclists and pedestrians. The scooters are bad enough.

None. Do not allow on city streets!

I see none

Fishing

None

None

None. This sound incredibly unsafe and I can't believe the city would even consider it.

I see no benefit.

None This is a horrible idea!

None

None

None

There is no net benefit in my opinion. OPD struggles to enforce any laws for scooters, ebikes and mopeds, which already pose safety issues. As a driver and cyclist on Oshkosh streets, it is barley safe enough to ride a bike. Adding ATV culture into the mix will result in more injuries and death.

None

None

None. Absolutely none.

No benefits

No reason what so ever!!!

None that I can see

None

None

None

A boon for local police and healthcare with the accidents

None

None

Less expensive option for those that cannot afford an automobile

There are no "benefits".

None

None

Could see some benefits to outdoors persons accessing the ice on Lake Winnebago

NO Benefits - More safety issues

None of the above. More fatalities on city streets.

Support for local dealerships & Service Providers, Community Engagement & Recreation, Infrastructure Development. Fosters outdoor recreation, encouraging residents & non-residents to explore. It is a point of pride for communities to embrace the sport and build trail systems. Communities often invest in trail systems, signage, and safety ordinances, which can improve overall infrastructure and connectivity.

None

None

None, I fail to understand why we need to allow these vehicles? We don't allow snowmobiles on the streets, even with snow. Licensed drivers have cars, motorcycles and bicycles available to them.

none

None acceptable.

None

None

None

None

None

None

None

NONE

The juice is not worth the squeeze

What a fun feature for a city of this size to have!!

Nothing they are nuisance already on Iowa street. They drive down my road consistently between 17th and 19th they are loud and drive recklessly

None, horrible idea

Makes parts of the city more accessible

None

Does "none" qualify here?

Absolutely no benefits.

Nothing.

None

NA

none

Can't see any benefits

none

None other than more crowding and safety issues.

Better economy

none of the above

Allows people to drive at vs down to the frozen lake, and will reduce the number of vehicles pulling trailers across town, and reduces the number of vehicles with trailers parked on public roads.

More accidents

Safety prouble

Economic growth

Nothing

No benefits just trouble

None

None

Quality of Life

None

Freedom. Road taxes are partially funded by the sale if fuel

none

none

None

Negatives outweigh positives

None

No benefit

None,we have people that can't even drive in this city. And you want to put a TVS in u TVS on the street dumb.

None

None

Nothing

No benefits.

many more accidents

None

None

None it's just a convince thing

None

None

None for a city our size.

Zero benefits. Only safety hazards

None

No benefit

No benefits other than assisting in snow removal.

More accidents

Higher insurance rates, high level of DUI, more accidents. Dumb, dumb ,dumb

None

None.

I don't see any good in it

None

None

More issues. Don't do it.

None

crime and accidents, and children fatalities. as parents will use ATV/UTV as babysitters. there will be deaths and injuries. and parents will sue the city citing this law as the reason they allowed their children to do it. good luck

none!

I think this would bring poeple into Oshkosh from outlying areas to use our businesses and services.

drive to lake for ice fishing. saves me time of loading and saves parking truck and trailer.

Very little benefits from this other than people that own them can use them more to justify paying the high cost to purchase and own one of these vehicles

Injuries

such an ordinance will provide zero benefits

None

None

No benefits at all.

None

None

There is no benefit

None

None

No benefit at all!

none

None

None

No benefit would outweigh the risk.

None, I do not believe these should be allowed on city streets

0 benefits

more drunk driving by people who already lost their regular licenses

non, it would cause more harm to pedestrians

nothing

Snow removal. That's it.

Cons: I believe it will make roads incredibly unsafe. More drunk drivers

More traffic confusion

None

N/A in my mind

Absolutely nothing

None

It may bring more pollution and noise, which, if you are a fan of those, you might see it as a benefit; for the average citizen, there are no pros. There are only pros for those who own businesses, which are very few and far in between for those that would be impacted by changing this

ATV law.

More bodies for cemeteries

None

None

Easy transport to boat landing in winter months. Access to county roads that are available to ride on.

No benefit - This would be another problem on our city streets and a danger to pedestrians.

None.

None

Use of county atv/utv routes with out having to load & trailer machines to use them by

Winter sports like snowmobiling and ice fishing

Not hearing the rednecks in this town complaining anymore. They’re the biggest man-babies.

I don't see any benefit having these types of vehicles on the streets.

None

None, will only cause safety and noise concerns

None

None

Zero added benefits that an automobile or motorcycle doesn't already provide.

None

NONE

None

Eco friendly. Less wear and tear than standard vehicles

None, do you actually think someone with a UTV is going to come from out of town to ride an UTV in the city !!!

Can drive mine to work

None

No benefit

None

None

None

None

I don't believe there are any benefits that outweigh the existing laws and infrastructure designed to keep all road users safe.

there would be no benefit to these machines operating on city streets

If we must have them, no sidewalk usage save snowplow. You let ATVs on the sidewalks pedestrians suffer.

None

Rural bar establishments, no benefits within city limits.

It offers no benefit and will actually cause a lot of problems

More traffic hazards

None

None

There is no benefit, except in someone imagination. It is naive to think ATCs will positively impact the local economy. Maybe up north, but not in a city that is trying to promote cultural events and a more refined atmosphere to attract professionals. This is driven not by common sense, but by a few who think this will generate more money, even at the expense of residents. ATVs have a great and wonderful use in construction, farms, hunting, etc., but not driving around a city. There is a sound reason why other cities don't allow them. Let some other place try it first before Oshkosh jumps on a make-believe idea of money generation.

None. This is such a bad idea os shocking

This is an excuse for those who own these UTV's to drive them to the bars. There are no access roads for these vehicles to be used for off road.

There are no benefits only an increased risk of death

No real benefit, other than another place to be able to get to.

None

What concerns do you have about allowing ATV/UTV usage on city streets?



None

I'm concerned about riders using sidewalks. I'd also like to see e bikes getting lumped into this. They should also be restricted from using sidewalks.

No concerns

impeding on current traffic if operation at lower speeds then the speed limit.

This is a terrible idea. Increase bike paths. Walking paths. Anything other than adding more motor vehicles.

Unnecessary use within city limits.

Negative road conditions

We already have people riding E bikes, and motorbikes and speeding down our street at very high rates of speed, I am talking 40 or 50 miles an hour. Nothing is done to enforce this, this will stretch resources even thinner for people who abuse riding an ATV or UTV. I think the thought this would bring tourism is ridiculous. Are we going to make so many roads in the city friendly to ATVs that everyone can drive downtown. That is several miles from any country location where these types of vehicles are typically used. I am 1000% against this, and I'm disappointed in the council person I voted for who is supportive of this. We are regularly seeing people speeding on any of our roads and have had an uptake in people driving 100 miles plus on the highways. Let's put our policing to good use in areas like that. This would require more policing we don't have the resources for and would create a nuisance in neighborhoods. They are allowed, smelly, and are not intended for city streets.

Difficulties with recognizing small vehicles

Gives false impression that it is safer for drivers impaired by alcohol.

I have concern that people using these vehicles will be driving all over the place - the road, the sidewalks, parks, people's yards. What's to stop them from darting around traffic and up onto the median to avoid stopping? Seems dangerous.

None

IF THEY DRIVE AS STUPID AS THE CARS, WERE ALL IN TROUBLE

None! Stop being so closed minded.

Nuisances will increase tied to wreckless driving and enforcement.

Safety of pedestrians

safety of pedestrians: people not on or in the roads but on the sidewalks, driveways and walkways.;And the Safety of children.

Enforcement of rules, traffic issues and increased chance of incidents/fatalities, increased need for road work to accommodate, OWI increasing, increased parking issues.

Dumb idea. We are not equipped for this. We are a city, not a town

None. We already allow LSVs and other vehicles of similar structure. Slingshots and Can AM Rykers.

ATVs & UTVs flying flags and banners

A way for people without a valid drivers license to skirt the issue (under 16, suspended license use ATV/UTV to get around in the city)... these vehicles aren't meant for city use, in my opinion.

Only cars on city streets

Users may not follow all the rules of the road

More accidents.... people don't know how to even drive cars properly

Wreckless driving

None

Increase in impaired drivers on the road

None as long as they are capable of operating at the correct speed (aren't too slow).

With the proliferation of e bikes already racing up and down sidewalks and streets, ATV/UTV use would further endanger pedestrians and bicyclists

Atv riders treating main roads like a trail and not watching for traffic

Speed violations, lack of adequate law enforcement, lack of insurance coverage should have minimum like a regular vehicle if they're on the roadways.

Riders out "hot-rodding" or cutting through owner properties without permission.

Difficulty with enforcement of violations resulting in riders using basically any type of motorized vehicle to travel the city

They do NOT belong on city streets.

Safety, Safety Safety

None

More speeding on Menominee Drive and Hazel and Menominee Park.

I can name 100 reasons why this is a horrible idea

Dangerous driving by users of these vehicles and no/low regard for traffic safety

Frankly, it will simply make Oshkosh a less desirable place to live. Quality of life will diminish for many, not just improve for a few.

Trespassing on private property; intoxicated use.

Currently we have too many hot rods and motorcycles speeding on city streets without adequate speed enforcing by police

None

Users not properly understanding rules. Drivers not yielding or knowing proper procedures around atv/utv

Who's at fault in an accident

Packs of them together causing problems.

Reckless use

See Additional comments.

Lack of enforcement of laws. It is nice and progressive that the Oshkosh police department is not strict. However, sometimes, one has to insist safety first, strictly first.

Unlimited access may not be a good idea

Lack of enforcement of whatever rules are made. Currently the enforcement of speed limits in the city is so poor that we have drivers racing all over on major thoroughfares. Start cracking down on speeding my cars and I might be more in favor of ATV/UTV usage. Right now I see it as just another thing that OPD would poorly enforce.

A reduction in Quality of life. These machines are loud, in both engine noise and road noise because of the aggressive tires. We enjoy the peace and quiet of Oshkosh.

If operators carry the same entitlement as motor cyclist, safety us a huge concern because they think they don't need to follow rules and vehicles should be the ones responsible for their safety!

Dangerous use. Not obeying traffic laws. Young kids driving them around.

none

Potential for convicted DUI offenders to use ATVs as a means of legal transportation

I'm a runner/cycling it's hard enough being seen by cars on Oshkosh roads...don't want to worry about ATV/UTVs as well.

possible damage to public property such as parks and trails

Very difficult to see, could cause additional accidents.

Drunk drivers and/or underage operators

Have more concerns regarding safety other road users than ORV operators.

Tear up the roads which will be added on to property taxes.

Additional policing needed

There is also a greater danger to pedestrians as well as bikers.

Homeless using them as to create problems

Keep them on the trails + farms

the bad apples who will be ruckusful and give a bad reputation for other riders

Oshkosh can not police the traffic it has now, it would be a catastrophe to add ATV's (forget it, we will protest any such additions to the horrible noise of traffic we have now!

Regulations not being g followed or enforced

Teenagers do have their license, More than positive rules and regulations are not going to be enforced and then it's going to be a s*** show around town

I have no concerns, as ATV/UTV operators are fair minded, safe individuals who respect others.

It has been my observation that ATV/UTV operators quite (not always) feel "too much freedom" of the road and drive in less than prudent mannerism. Safety, noise, and congestion are my biggest worries.

There have been so many accidents between cars and motorcycles. This is not going to be any safer.

Culture of ATV/UTV groups usage clashing with other citizens.

OPD is already limited and regular traffic laws are barely enforced, so adding more responsibility to law enforcement seems counterproductive, and to what end? Why? The electric scooters and bikes cause enough problems why add more,? The whole thing is foolishness.ms orced

As someone who walks and bikes MANY miles each month, I can tell you that Oshkosh streets are already quite dangerous due to distracted driving, speeding, and people regularly ignoring the rights of pedestrians in crosswalks. Please do not add more danger to what is already a very bad situation.

Promotion of drinking of driving, as people don't often equate ATV/UTV's as actual vehicles

none

Must have a purchased license to use roadways like automobiles.

Insurance and no traffic enforcement

Poor driving skills. Too many people on their phones and there's going to be an increase of traffic deaths

pedestrian accidents and high speed on sidewalks

None

Being able to see them from my car.

bicycle safety

More DUI offenders on the streets

It's common in some southwest cities, I have seen several bad accidents and I don't believe there is enough need to have them on Oshkosh streets.

People using ATV/UTV on sidewalks and bike trails should not be allowed. I would hate to see someone get hit by either of these vehicles.

ITV's are not designed for paved roads. Their size and visibility compared to automobiles may present a safety hazard. They also have the potential to increase risk for pedestrian and bike traffic. Regulatory confusion between cars and atv/utvs and what is legal related to alcohol consumption. Oshkosh currently does not have safe or adequate infrastructure for bikes and adding atv/utvs to the mix will make things worse. Why would you want the noise and air pollution in our neighborhoods and downtown areas?

Lack of compliance, difficulty of enforcement, serious injury or death for riders.

No reason for them

Not necessary for tourism. Find another attraction for tourists!

More smaller less safe vehicles adding more congestion to our already busy streets

pedestrian safety

Reckless driving

Drunk drivers, harder to see them, smaller vehicles

Speeding

danger for bicyclists

bike riders and pedestrians, and roundabouts

Not obeying traffic laws!

Nothing they are just like a car sometimes bigger than a car

Kids and others abusing it

Will laws be enforced? Insurance requirements for ALL participants and not left to the motor vehicle. Round about will be disastrous.

deaths

Speed, rider safety, noise, pedestrian safety etc.

IF ATV/UTV are permitted on our streets, then they should have to conform to ALL city/state regulations that auto owners have to conform to operate a car.

Safety issues, unskilled drivers, visibility issues in traffic, lack of safety equipment on the ATVs resulting in more injuries and potential fatalities in accidents.

All of the above

Not able to keep up with traffic. Inability to see them as they maneuver between lanes. Danger to their operators if they hit one of the numerous potholes in our streets.

No concerns.

Physical harm, many accidents, really annoying

Increase in accidents

Drunks.

Kids running around on them

None

None ,no differt than motorcycles

This isn't a rural city, why would anyone even have a need to have a utv except to look cool

None Same as a motorcycle

Kids running them

Drunk people

Young inexperienced and reckless drivers.

Too hazardous

These types of vehicles are not made to operate on city streets. I have concerns for reckless driving mentality endangering the motor vehicle public and dangers of reduced visibility, reckless driving, immaturity. I already see young people on motorcycles operating reckless, riding acrobatically on one wheel, excessive speeds etc.

None

DWI laws do not apply the same to ATVs. I'd hate to see this be a way around ignition interlock devices.

Drunk driving

The tires are not meant for pavement. At lower speeds it would be ok. If you try and turn at a fast speed you can loose control

So many of our streets can't handle the cars and bikes we have now

I feel like there will be more traffic but I feel like anyone under 18 shouldn't drive them on the street

Dangerous driving behaviors

Underage drivers. We currently have dirt bikes speeding up S. Westhaven and then riding their bikes in the field across 20th north of Lampam Hickey. It's dangerous and annoying.

No concerns

Not enough enforcement

Other communities are not seeing the issues they thought they'd see. Most machines are expensive and well cared for.

Alcohol use with ATV

Pedestrian accidents

None

Accidents

Increase in drunk driving/operation

I strongly feel there are too many dangerous drivers on our city roads, why do we want to allow more vehicles that typically drive fast and don't always abide by the rules of the road.

There is already a lack of parking

I am particularly concerned about juveniles and less experienced drivers of ATV/UTVs for their own safety and the safety of others. I suspect younger ATV/UTV drivers would be more likely to be involved in single-vehicle accidents, collision with cars, trucks and trains, and accidents involving pedestrians.

None what so ever

Racing on the streets, neighbors have been doing this for years

Please officers have enough work and don't need the presence of vehicles that should be in trails not busy City roads

More enforcement would be needed taking up more time from our police officers' days

It will take a bit to get everyone used to the change.

They are not built for the roads

Must have a valid drivers license

People being disrespectful about it

The immature dinks that gotta show off and screw it up for everyone. Just look at the Crotch Rocket crews running around. I used to love riding my Rocket around. Now I'm ashamed to be seen on it because I am viewed as a jack wagon who hotdogs and screws off harassing other motorists. Those causing havoc Should have their machine impounded and auctioned off, along with a ban from operating those types of vehicle, whether that be just within the city or at a state level working with the DNR. Penalties should be harsh for those trying to ruin it for others. There also needs to be some oversight for those enforcing the law as well, so they dont abuse their position to steal vehicles from people for something as simple as speeding. (You know the OPD has done this in the past)

None

The police dont monitor enough areas just for regualr traffic as it is. Theyll have a harder time enforcing the laws on UTV/ATVs.

I do not believe any utv or at or electric bikes should be allowed on sidewalks. Any motorized option should be in bike lanes or road only.

None

Negligence. Reduced law enforcement due to its distractions to enforce.

More fatal accidents

It's literally pointless. ATVs need COOL TERRAIN to attract tourists. We definitely do not have that. That's why everyone goes up north.

General mayhem

You currently have unresolved issues with e-bikes and scooters as a menacing problem! Why add another problem to the equation?

drivers not following the rules for cars, etc. and causing accidents

Illegal usage; I've already witnessed people riding the wrong way down one way streets on ATVs and dirt bikes DOWNTOWN, through yards, and on sidewalks. Many of these riders were kids, not adults.

It will have some problems in the beginning like anything else, but I do believe that after people are used to having the new vehicles on the road it will calm down.

Additional congestion on already congested streets

Road hazzards

Lack of respect of rules and care of pedestrians

No tie in to trails

The drivers in this city don't obey speed limits now, so this would be a very bad idea. Roundabouts are even worse! The average driver goes 10 miles over the limit on South Park and 20th most of the time. Two little girls were killed on an ATV on a country road two summers ago and ATVs aren't not safe. This will not bring more revenue to the city. ATVs are meant for the country and trails. We have nothing to offer them in the city.

more accidents.

None

None

Police enforcement will be impossible

none

none!

None

Reckless driving by operators

My nearby neighbors already use their golf carts and ATVs to zoom around the immediate area, disregarding any city restrictions on usage. They ride through our corner park like it's a race track.

No concerns

Must heed to traffic regulate city on city streets as well as parking or face the same citations

No concerns

None

Atv/Utv will be a serious hazard and make the streets more dangerous than they already ridiculously are.

None

Pedestrian safety

Tear up streets

You're just asking for trouble, there's already enough drivers have to look out for now with these motorized bikes.

Police not understanding the atv utv rules and regulations

Debris on roadway

None

confusion, extra vigilance for all of smaller vehicle in car lanes

None

Collisions with cars and trucks.

ATV/UTVs on streets combined with speeding and careless/reckless driving already occurring would make driving even worse in Oshkosh

Increased reckless driving on the public roadways

Don't have any more concerns than someone driving a car.

Safety. Limited protection of the driver's and passenger, especially with side impact when hit by a car.

More ways of drinking and driving

As a rider we have never experienced any of these concerns, just the opposite.

we already have scooters and electric bikes and regular bikes and mini bikes driving among our licensed drivers on the street

None

ATV use is considered as a sport. So breaking rules and lack of consideration are acceptable behaviors.

None

These are designed for off-road purposes.

Thrill seekers ignoring laws, regulations, other motorists and common sense.

Oshkosh must come to terms with the fact that it has a terrible road use plan. The motorized bike, scooters, boards, etc. are cropping up all over. They are speedy. There are no rules enforced. Logical use of these modes of transportation aren't taught (like not riding on wrong side of street, or zipping into crosswalks without regard for auto drivers who are not expecting them to be there is common and dangerous.) Adding ATVs to this mix will just make it worse. There needs to be dedicated bike/pedestrian paths and bridges across Hwy 41 and the river to make all areas of the city available to all these transporation modes. Then you can include ATVs. But on our roads? No.

Recklessness of drivers, and disobedience to speed regulations will Increase hazards for drivers of cars, and pedestrians and children.

These are meant for fields. Not busy streets.

I really don't have any concerns. I feel they are safer than any E-bike on the road

Safety of the UTV riders

Safety of bicycles & pedestrians.

Pedestrian accidents

Increased accidents. ATV/UTV not designed

Nothing different from an automobile to a motorcycle/street legal dirt bike. Always risk to be had with anything.

Accidents and lawsuits

Bike

Would make Oshkosh look like a third-world hillbilly town

see above comments!

Parents will not take this seriously, and allow their kids to drive ATV/UTVs on city streets, resulting in unnecessary and tragic deaths. Happens all the time.

Another nuisance vehicle to watch out for on the streets of Oshkosh

Motor cycles impact the noise levels more then atv and utv does

What toad tax would they be required to pay?

More problems when we already have too many idiots riding ebikes without following any laws.

OWI youth/kids riding operating

Sidewalk use

Increase of death

ATV culture often involves Bars and alcohol. We do not need drunk and buzzed ATV riders. Driving around.

pedestrian safety

Child safety

None

Na

Almost impossible burden on enforcement agency(ies)

People under 16 using the streets

No driver under age of 16. Must licensed driver

traffic laws not being followed by riders. just look at how people ride the escooters and ebikes with no regard of the traffic laws.

No concerns other than they should follow the laws and be licensed drivers of autos just like motorcycle riders

Takeovers. They're going to start.

Riding in areas outside of paved areas, loitering

Accidents and kids driving them

drunk drivers, under age drivers

Speeding, unsafe for pedestrians

None

None

Potential misuse if rules are not enforced.

Right now in Winneconne, people can drive these anywhere. They don't look out for other traffic and also let their kids "move" them. Enforcement will be a huge issue. Right now the police have FAR too many issues that they MUST control, and they don't need an unnecessary addition to their workload.

These open vehicle not designed for this usage should be liability insured to-the-teeth. Badging or frame numbers to be displayed identifying EASILY, casual look. Registered for road use = all my cars have to.

Should not be allowed on sidewalks or walking biking trails.

We have enough accidents with people not seeing motorcycles, this will just increase those accidents

People using them not intended for their use. Kids messing around with there friends being destructive at parks, schools, in fields or peoples yards even.

Those drivers thinking they don't have to follow any rules of the road.

It would be a change for some people, but , with a little time would be no big deal.

Cause more accidents.

There will be more accidents and fatalities.

SO MANY ADOLESCENCE CAN DRIVE ATV/UTV, AND HAVE EASY ACCESS TO THEM. HOW CAN IT BE KEPT SAFE WITHOUT RUNNING IN TO THAT.

No concerns

Rampant abuse by unlawful users resulting in more laws, there needs to be a one strike clause that prohibits law breakers from repeat offending. I forsee dirtbikes and banshees doing wheelies down 4 lane traffic in town. That will end all of this, and likely take the issue backwards.

I ride a bicycle all around the city for errands and exercise A LOT. It is challenging enough as is between the traffic, inattentive and rude drivers, cracks that can swallow a bike tire, chunks of concrete the size of a football (likely knocked out by plowing which never get fixed) and bike lanes placed on some of the busiest streets in the city. Adding ATVs/UTVs will only make it even more challenging to safely navigate our streets.

None

Lack of people following rules, but pretty simple fix. Issue tickets. There ya go, city is making money.

No benefit as there are no trails in the area. If there was a trail system then I could see the benefit of allowing use on the roads as they do in northern Wisconsin

speed and safety of pedestrians

None

No concern

None

Speeding, reckless driving, DUI,

None

None

Electric bikes are already an issue and this would just be another to watch out for.

I think it should be limited to SIDE by SIDES or UTVs with turn signals

None. Bike lanes are far more intrusive while seldom used to justify their inclusion.

they will want to maneuver between cars and not pay attention to flow of traffic

This proposed initiative is counter to society's desire to encourage more healthy life styles that prioritizes non-motorized forms of recreation.

Increased need for law enforcement . As you likely know the manufacturers of Atv / Utv s do not recommend use on pavement. If you read the WiDNR aTV fatality reports public roadways/ routes are a major contributor to Motorized recreational vehicle use in the state. Do you really want to burden OPD with dealing with this?

None they are doing it all over the state of Wisconsin!

Mixing these vehicles with cars and trucks is not safe.

Morons 😞 driving them

Increased potential for accidents involving pedestrians, bicyclists, and mv operator; increased parking issues.

None of the above

young children riding in the street.

More of what I saw this week were individual to avoid traffic when on to sidewalk cut across parking lot then back into the road actually I have seen this twice one with a scooter and then with a motorbike

None

Reckless driving that could cause accidents

Drunk and reckless driving

Carelessness. I see it even up north on the trails.

Underage drivers.

More road deaths

Atv and utv are not meant for streets.

Increased dangers for vehicular and more importantly pedestrian and bicycle traffic

they wont follow any rules. just like they currently drive on the riverwalk almost pushing people into the fox river. why dont you care about that?

While I don't support licensing process, I do believe there should be a process of removing ones "right" to use one for multiple violations of rules set forth.

This will increase traffic accidents, UTV ATV do not travel at the same speed as cars (they are slower) this will cause congestion

this is a terrible idea rooted in greed. these devices, irregardless of modifications, are loud and dangerous. I write as a concerned parent and homeowner. I've lived in small towns which allow this and ATV and UTVs are both audibly disruptive and dangerous to young children.

Increased crashes and fatalities

Pedestrian safety

Exploiting DUI laws and restrictions

What you see in big cities where there are mobs of 4 wheelers acting a fool.

Bad drivers. Drunk drivers. Driving near play areas. Accidents.

people going off road

People will not stick to designated routes.

Safety for pedestrians on sidewalks

More accidents due to reckless driving

Inexperienced "tourists" driving unfamiliar "vehicles" on public roads they don't know

potential for more accidents and the ATV/UTV users not carring insurance to cover the accidents that they cause.

Danger to pedestrians. In the way of vehicle traffic. Danger to vehicle traffic

None

Hooliganism

Enforcement

Safety on steroids. This is a TERRIBLE idea!

Currently nothing stopping someone with OWI from getting behind the wheel of ATV and doing the same thing.

Driving on park trails, sidewalks, grass, putting everyone around in danger

None

N/A

Crime increases, drug trafficking

Drug trafficking

Proper lighting and large enough turn signals.

These are not designed for road usage.

Drnks. ATVs will be used to cruise to taverns, no question. The City of Oshkosh should not be promoting or fostering an alcohol culture. In fact, the City should do just the opposite. What good comes from promoting drinking liquor?

Terrible look for a city

Alcohol use and open intoxicants.

intoxicated driving, underage/un-licensed driving, more time our police are spending handling issues with ATVs/UTVs and not other issues

None

Accidents and death

None

Typical Oshkosh driver's that don't care what's around them

None

None, they are everywhere in most cities anyway.

Lack of insurance & no drunk driving penalties that are directly tied to the WI drivers license.

Don't have concerns

All of the above

None if done correctly

Do you have any additional comments or suggestions regarding ATV/UTV usage on city streets in Oshkosh?

Mopeds and motorcycles can ride on streets. Therefore, ATVs and UTVs should be able to as well. Just make them have lights, turn signals, and follow the same rules as cars and such.

God please don't let this create fourwheeler herds like in Milwaukee.

I think this is very elitist

I can't understand why we would even want to consider this. I guess I would ask to see the "for" case to understand what could be gained.

I would want to see proposed routes for where they would be able to be driven before I make an actual decision. We're not in a very rural area where these types of vehicles are normally allowed on roads

No

I'm all for having ATV/UTVs on the roads in Oshkosh as long as there are enforceable regulations on the drivers and their riders. I don't see any additional safety issues that aren't already present.

None

None

I appreciate that you are asking residents about their opinions. Thank you.

Not atv/utv, but electric scooters and bikes need to also get restrictions/regulations for within the city.

There are understandable concerns over reckless driving by youth as already seen by the use of motorcycles, bikes, and electric scooters.

Will cause more problems, more for our already overworked police to deal with. Please do not allow this!

We already have a problem with scooters and such that go 20 mph or more riding on sidewalk. Don't need more problems that are not controlled by law enforcement or laws.

I dont think we should have this on city roads. I think country roads where people have more land and utilize this to get to their private property or to UTV/ATV routes, but a means of transportation to a grocery store I think makes Oshkosh looks cheap and tacky- we are not the north woods.

I do not believe it's appropriate having Council members stress the economical benefits of allowing ATV/UTV to visit City bars, thereby indirectly encouraging drinking and driving.

Even if there were an economic benefit to this, which I find very much doubt there is, we should not do this simply because it is a terrible idea. There are already enough motorized options to get where you need to go. We don't need to add an essentially unregulated car that doesn't meet safety standards or noise standards on the road. This is an unbelievably terrible idea.

I know we do want to be careful, but live and let live. Less regulation is better in some cases.

These should not be allowed within city limits period. There is not reason to have them, and the safety concerns should be paramount. There are already safety concerns about electric scooters and bikes, do not escalate problems with safety by allowing ATV/UTVs in the city.

This appears to be well addressed by the current city ordinance. This would hinder traffic and create an opening for reckless behavior. It feels heavily catered to a small percentage of the population, with an impact on a much greater percentage of the population.

Please consider that many of us who live in areas that are not highly traveled often have these types of vehicles already using our neighborhoods for the quieter streets to zoom around. It's highly concerning for safety's sake (those living here and the riders). We have a lot of wildlife and driveways with limited vision. Oshkosh already has a lot of things to consider being a college and event city and recent uptick in new comers from the real estate grab. We need to find a balance between offerings for folks and peaceful living. Thank you for putting this survey out!

Should not be allowed

It should not be allowed

Could not be more against this. I have lived in Oshkosh for over 20 years and have seen an increase in reckless, driving and excessive speeding, also aggressive, drivers and road rage. This is the last thing we need. Maybe focus on the existing traffic issues and creating some guidance around people riding these scooters and bikes on sidewalks and city streets. That is an accident waiting to happen.

I struggle to see the benefit of allowing ATV/UTVs on the streets. It seems like it would become a nuisance and safety hazard in short order.

Flag or lights to enhance being seen.

Don't allow it. Its a bad idea

I would set an age requirement. That they atleast have to be age 16 or older to operate one on a city street.

They should not be riding on the sidewalks either.

Don't do it

I have seen an increase in people on these and electric scooters and they don't appear to follow any lanes, bike lane, sidewalk rules. I have seen them cross dangerously in front of pedestrians and cars, and go wrong ways down streets. They are also much louder than cars which has been disruptive. In particular I have hear them racing at night down our city streets. I do not want these used in our city at all, but if they are, people need proper training, licenses, and need to obey the rules of the road to avoid dangerous situations.

I think allowing UTV's and ATV's on ANY City roads, be it Oshkosh, Neenah, Appleton, etc. is extremely useless and ONLY would detract from those places being desirable places to live. If a place is desirable to live, people will come to visit... not the other way around.

Regulate the kids on dirt bikes on streets or the electric scooters before bringing 1 more thing in. Oshkosh is too congested and dangerous as is

Thank you for your consideration to allow ATV and UTV use in the city of Oshkosh. The economic impact for business and the ease of providing transportation as well as recreation is great. UTV and ATV owners for the most part have a high level of respect for the rules and do not want to risk losing those privileges. the approval of this will be a positive impact for the community.

In response to the folks saying they are not made for use on paved roads, I beg to differ, that's why they are called ALL terrain vehicles. Also as far as drawing tourism and lack of trails, there are literally THOUSANDS of ATVs and UTVs that utilize lake Winnebago every winter. Being able to get gas, soda, propane, lunch, bait, and more would absolutely bring more people in to town. Also in regards to crossing 41 and not allowing highway access, Witzel and 20th Ave are the only options regardless. 76, 21, 44, and 26 are all state highways. State law prohibits operation on state highways. Except for approved route exceptions.

Don't allow them.

Vehicles are designed for use OTHER than on city streets or sidewalks!

These belong off road, that's what they were designed for.

I think this is a terrible idea.

I think this is a terrible idea. ATVs are not city vehicles

Like many other towns in Wisconsin that allow ATV/UTV usage this could be a cool way to attract people to come to oshkosh for tourism and patronage of small businesses. Generally speaking a person who owns an atv or utv is someone who has the financial ability and means to purchase recreational vehicles and likes use that vehicle for fun. These people generally also have funds to spend at local restaurants and shops. This could also be beneficial to local shops that work on this type of vehicle like team winnebagoland or hexco. Even local tire shops could offer atv or utv tire services. In addition to the financial benefits of allowing these vehicles an added form of transportation would allow people to have more options to commute. Many utvs and atvs are much more fuel efficient than a single person driving a truck or suv around town which could be beneficial to the environment and lower demand on the local infrastructure.

Most concern about reckless driving with ATV by people who are careless. I see people driving bicycles with gas engines and mini bikes off road only with no lights.

They should never be allowed on sidewalks. I am not a fan of this ordinance/law though understand it might be a transportation for a limited few. I worry about show-offs using them for their fun.

I have personally seen and heard of accidents, some severe, with these vehicles being driven by people of all ages.

I don't understand why we should allow it within the city when there are plenty of places outside of town to operate. There are already users of ATVs and UTVs riding around the north side of the city disrupting traffic without any sort of enforcement happening.

I think these vehicles and allowing these ATV/UTV on the streets doesn't makes sense and really works for more rural cities.

This is a stupid idea. We are a large city, not countryside. Also, it's are dangerous. Who's going to police this? Our police have enough to do. This is a low class way to bring tourists.

Motorized vehicles excluding cars are often used in an unsafe manner. Have almost been hit twice by motorized bicycles on sidewalks. Cars have the benefit of being driven by licensed drivers. Any yahoo can drive these alternative vehicles.

I don't even own a UTV but I fully support this. We have a cabin near Antigo and our road is part of a UTV route. The UTV drivers up there are great. They pay better attention than normal vehicle drivers.

Oshkosh is a big city. UTVs and ATVs should only be used on county roads or county highways. If the ordinance passes, PLEASE DO NOT ALLOW them on bike and walking trails (e.g. Menominee Park, Wiouwash, Terrell's Island, Hwy. 41 walk/bike path.

No

This makes zero sense to us. These “vehicles” should only be in rural farm areas to get between fields or in parks with trails.

I believe that if these are allowed there will be serious safety issues.

Bad enough the Townships allow along with the County - just waiting for more accidents and unnecessary deaths in the future

These were used by hunters, ice fishing etc. we had an experience in the country where a man in an ATV pulled out of a Dutch right in front if us never stopping and looking fir another riad user. We were in a county road

Small little towns can do this but Oshkosh is way to busy of a town to allow this! We have regular cars and trucks and motorcycles that don't know how to drive properly.....it would be a royal mess letting this happen!!!

It would be great to take our UTV on quick trips to the store, to friend's houses, for ice cream, etc.

I believe this is a great opportunity for our city. They are safer than motorcycles which we allow. They are safer than e bikes which we allow. It saves Money on gas and wear and tear on my vehicle.

I feel ATV/UTV should be allowed to be used in the city but I feel the city of Oshkosh has taxed us that live in the city to death with all the other taxes and increased property taxes. I do NOT feel those that have ATV/UTVs should be taxed extra to use their vehicles.

ATVs are proven much unsafer than regular vehicles and adding them to the roads will only increase congestion and issues with the ATVs themselves. ATVs are also often used to circumvent OWi laws as they don't apply to someone's driving record.

enforcement is a must of any regulations.

Please do not allow this. I strongly feel that allowing ATV/UTV's will increase the amount of impaired drivers on our roads. Growing up in a smaller town, my experience has been that ATV/UTV culture frequently involves drinking and my belief is that users have increased confidence/lack of hesitation to drive an ATV/UTV while intoxicated versus a vehicle.

Motorized vehicles, including e-bikes need to be banned from using sidewalks. Absolutely no exceptions should be made for ATVs/UTVs.

We shouldn't have to ask for the freedom to do something. Instead, we should ask if there is a compelling reason *not* to allow it. With proper lighting, the only danger to anyone regarding ATVs is individual operator/riders safety, which they assume the risk of when they get in. They aren't a hazard to anyone else.

Seems to be a no brainer during the ice fishing tournaments. Would these be subject to the wheel tax?

We are the Midwest. We need more time outside than on gaming systems this could help

There is currently little to no enforcement on e bikes being used as motorcycles. Atv and utv use will create even more unsafe conditions for pedestrians and cyclists

I think this is a dangerous precedent. I'm an avid cyclist and even with bike lanes in the city (which I don't use because of the danger from motorists who don't recognize them) this will add another element of concern with ATV/UTV on the roads as well.

Riding out in the countryside on county roads is one thing, but riding within city limits will only cause problems.

Drivers in Oshkosh have enough of a problem watching out for other vehicles, pedestrians and motorcycles and now we're going to add more obstacles. More danger does not seem smart nor necessary in our town.

I don't view ATV/UTVs as very different than small motorcycles or scooters. The City should establish comparable regulations. IF allowed, and used as a traditional mode of transportation, then all regulations that apply to any licensed, "street legal" motor vehicle must apply to the ATV/UTV.

Would usage of golf carts be included in this potential change? They are commonly used in my neighborhood. I do not feel as though allowing ATV/UTV usage on city streets needs to be overly restrictive (which is typical for the city of Oshkosh), but should be some basic, common sense, guardrails. Items that come to mind is visibility at night, staying on the road vs. sidewalk unless otherwise allowed, not cutting through owner properties without permission, minimize "hot-rodding." Example, during EAA, my property is frequently used by people to cut across with their golf carts. I would typically have no concerns with this if they had the common courtesy to ask permission. I would think ATV/UTV usage for residents who may be in a slightly older demographic or have physical limitations being beneficial in their ability to navigate throughout the city. I think bicycle usage is not as viable a solution for many of those folks. Having designated parking spots/areas would probably be helpful at businesses where it logically makes sense (similar to designated motorcycle spots).

We have neighbors that ride UTVs in their large yard behind our house - it's loud and after hours you can smell the exhaust. It's disruptive when do it late at night - I don't look forward to this increasing.

-My opinion is that the Oshkosh Police Department is either too understaffed, unable, or unwilling to do an adequate amount of traffic enforcement in the city based on the increase in poor driving displayed by motor vehicles on city streets (speed, no turn signal usage, and the extreme increase in people extending yellow traffic lights to a point that they are going through red lights). Very infrequently, and far less than in years past, do I see OPD doing traffic enforcement on city streets. -We have seen an increase in scooters, e-bikes, and other modes of transportation using city streets. My observations are that many bike/scooter/e-scooter/e-bike/mini-motorbike drivers fail to follow traffic laws or are unaware that they must follow the same traffic laws while riding on the streets. OPD also appears to seldom enforce these types of violations. -Pedestrian violations also occur at a ridiculous rate and are seldom enforced, causing additional hazards on the city streets. Not to mention all the delivery service vehicles (Amazon, UPS, FedEx, Door Dash, etc...) that are being allowed to illegally park in lanes of traffic and anywhere else they want while making deliveries. -Until a higher rate of compliance with the laws and ordinances can be achieved related to the points above, introducing the use of ATVs/UTVs to city streets will add to the dangers that already exist while navigating through town in a "regular" vehicle. Many people these days have a "do what is best for me" attitude and don't have consideration for laws, ordinances, or other travelers. ATV/UTV usage on city streets won't help and will increase danger. -Enforcement is difficult for all non-traditional vehicles traveling on roadways. It is difficult to determine, without measuring or weighing, a 50-inch wheelbase or 900 pounds. Laws and ordinances that are difficult to enforce won't be enforced. I believe that is the reason e-bike/e-scooter violations are not being enforced. -Less important than non-compliance with laws and dangers that could be created... Within the last few years, Oshkosh residents were required to start paying an addition \$35 tax on their vehicle registration. With the increase in bike/scooter/e-bike/e-scooter/mini-motorbike usage, and now the consideration of ATV/UTV usage on city streets, when will these vehicles be required to pay for upkeep and maintenance to the roads they

use as well? -I believe danger, confusion, and the non-enforcement of violations that already exists with traditional, and bike/e-vehicles will increase if ATV/UTVs are added to the equation. An increase in tourism and economic benefits won't outweigh the additional injuries and property damage that will come if ATV/UTVs are allowed on city streets.

The Oshkosh Police Department continually fails at even regulating the illegal use of bicycles and scooters. Why would anyone think that they could actually do their job regarding this matter? We already have jerks in our neighborhood racing around illegally on ATV/UTVs, and the OPD does not do their job and ticket the individuals. The scary part about this is that this occurs only blocks away from the police station. Sometimes, for fun, all of us neighbors watch the police drive around stupidly, not catching the individuals. Apparently, nobody has taught them the necessary skills to actually work together as a police force and do their job.

None

The city council would do will to spend time on the other business at hand in Oshkosh. Thank you for allowing citizens input.

If they are allowed ! There should be a wheel tax just like everyone else !

As long as they are street legal with lights, turn indicators and driven by a licensed driver, I don't see why they shouldn't be allowed.

Disapprove of this strongly.

I am against having ATV/UTVs on city streets.

ATV/UTV'S have no business at all on city streets, for any reason.

They can be dangerous on city streets if people are not cautious!

There's a reason other communities our size do not allow ATVs - we're a city. Ride ATVs in the rural areas ... there's plenty more rural real estate in Wisconsin and Winnebago County than there is urban real estate. Keep the urban area urban

people need to be very cautious!

I used to have rural property where ATVs and snowmobiles passed through; many were fine but most were loud, partying aggravation. I don't want that in Oshkosh.

ATV/UTV use to increase tourism mainly applies to areas that are adjacent to wilderness and scenic regions. I can't see how they would have any positive impact on tourism in the City. I can, however, anticipate incredible opposition to a new source of noise, hazard, congestion and the likelihood of abuse.

Those vehicles are not designed to be used in city traffic, they are off road eans of transportation

This is one of the most ridiculous proposals I have seen in years.

I do not think they belong knany city raid.

They are safer than motorcycles which we allow on the streets. They are safer than e bikes on the roads which are allowed on streets. Overall it is more economic friendly and would save wear and tear on vehicles. What's it hurt by trying something new.

Drivers do not even yield to bicycles in bike lanes properly. How do you really expect people to handle even more traffic appropriately?? We do not need atv/utv traffic in town. We are not a tourist town. We don't even have a beach destination for people to go to. This should not even be a discussion in Oshkosh.

Biggest concern is safety. A car vs utv accident will end badly for the utv regardless of safety features. These accidents will occur just as car vs car does.

Maybe the council should figure out the motorbike and scooter issue first before adding to the chaos. We are not near trails and this doesn't make sense

Allowing these vehicles on city streets will lead to traffic fatalities

Thank you for doing this survey!

Limit it to no one under 25, so riders 25+ only, only side by side

I really don't think that city streets are an appropriate place for ATV/UTVs. These were developed specifically as vehicles to traverse non-paved terrain in rural areas without infrastructure. I also cannot envision anyone actually choosing Oshkosh as a destination to visit/live or work simply because they allow ATVs/UTVs. The terrain in Oshkosh is flat and paved and there is no practical need for such vehicles within city limits. I would encourage the city's elected officials to think through this issue critically and look for actual data that supports/proves that this would significantly help the the City's residents and visitors. The sounds of summer are already impacted by unnecessarily loud vehicles - specifically motorcycles with enhanced exhaust systems. Adding to that cacophony does not seem like a way to enhance anyone's quality of life. Furthermore - as soon as there is a severe or fatal accident as result of this (and there will be), that negative PR and/or loss of life will far outweigh any short-term benefit of allowing these vehicles access to the Streets of Oshkosh. If this were to pass - then what is next? Hunting in the city? Drone jousting? This ATV/UTV Access issue just seems like an incredibly ill conceived idea - with far more risks then benefits.

No

Please do not allow ATV/UTV traffic on Oshkosh streets. I have three reasons for concern. Please assess for yourself how legitimate that they are. One, traffic is not terrible in Oshkosh, and let us keep it that way. I do not want to keep a sharp eye out for one more thing while driving. Also, other cities have ruder drivers, but our town is not the nicest place to drive. My midsized car--going 0-5 mph over the limit--gets tailgated

a lot and, occasionally honked at. Now, imagine an ATV rider in traffic trying to go the speed limit (ever see how moped people and e-bikers get treated?). Two, an ATV or UTV is a cheap substitute for a car. Therefore, I worry that the Sawdust City's young citizenry will be the main people operating the mini-rides on the streets. Perhaps, check studies of who generally owns an ATV. I am unsure whether the owners skew older or younger. Anyway, corny and fuddy duddy as it may read, we have an actual, serious problem with juvenile delinquency in Oshkosh. That is what I have both observed and, unfortunately, experienced. Beyond my personal experience, just examine the crime statistics and incident reports from Vel Philips and other schools in our town. We don't have the best young people, exemplary citizens, in Oshkosh, and we may not want to trust "Zoomers" to zoom around town likely endangering others and themselves such as e-bike users do on Main Street and elsewhere (read a recent Herald article). Three, Oshkosh residents may not want ATV/UTV riders--young and old--on the streets because Chief Smith and the Oshkosh PD practice a distinctly soft approach and prefer warning and counseling over arrest and citation. I have witnessed this approach at work, while lunching at Kwik Trip, at my apartment complex, while grocery shopping, at the recent EAA convention, and have read it reported in the paper. When summoned, Oshkosh cops are not strict and don't do squat beyond speaking to the person, especially for disturbances. Well, ATVs and UTVs are not toys, and I would prefer that, much as they may pout, operators must practice safety first--or get a ticket perhaps. Police, for whatever reasons, are unlikely to keep the roads safe, so I hope that local government assures that a dangerous situation doesn't occur in the first place.

I strongly believe that proving ATV/UTV usage on city streets in designated areas is a GREAT idea!

I have very strong safety concerns, particularly when children are involved. We already have far too many fatalities in this state related to ATVs.

Dumb idea, going to have problem with e-bikes

no

Would the new regulations allow for full electric ATV/UTV(s)?

We need better enforcement of our current traffic laws before adding another layer of vehicles.

Motorized scooters should be banned from streets also. They don't follow rules of the road.

This summer there has been a long term construction project going on a few blocks from our home. Each workday the construction workers drive a front end loader and a UTV down our street to the site. The machines are parked overnight the equivalent of 2 blocks away, and we can hear the UTV coming and going for blocks. When we are at a table on our deck, we must suspend our conversation until the UTV is far enough away that we can hear each other speak again. The UTV is much louder than the giant front end loader. Since these vehicles can be heard for blocks around, allowing them do drive on city streets would certainly disrupt the sleep and the quality of life of citizens trying to quietly enjoy our lives in this lovely city. Even with our windows and storm windows closed, we are awakened by the sound of this UTV. A very large attraction to living in Oshkosh is how quiet it is. Please vote No. Thank you for asking.

A few days ago some ATVs drove back and forth down 16th Ave. They were really loud and I didn't see much safety gear

I live on 9th ave east of Knaap and I have seen it all on this street, speeding, passing on left, too many parked cars causing blind spots at driveway, scooters,e-bikes and now you want to add atv's- that is a joke-

Being a bicyclist who transports themself to work, cars are not paying attention to me. Will UTV/ATV users be attentive? I think developing trails or paths separate from roads/streets would be better.

I believe this would be the worst idea Oshkosh could ever implement!

The police let the snowmobiles and 4 wheelers go on our public roads during Battle on Bago tournament. They are disrespectful of traffic laws and are hard to see over parked cars. I think that it would be a dangerous situation.

I really have no idea why Oshkosh is even considering this. We are a modern mid size city, it's not like we have trails or anything. If we were a small town I would be for it, or if it was for the town of algoma but not the city.

Due to the open air nature of ATVs and the high rate of speed at which some of them can get to (up to 70 MPH for a utility ATV), the potential for accidents/death for drivers and passengers is already high. (26 fatalities in WI this year through Aug. 26). One of the main causes of ATV fatalities is alcohol consumption. Proponents of this proposal want it to be easier to get out on the lake for ice fishing. What do people do in their ice shanties? This is Wisconsin - they drink alcohol! So they're sober on their way to the ice shanty, not so much on their way home after a day of drinking and ice fishing. Putting ATVs on city streets with large trucks and SUVs whose drivers can't see an ATV because of their small size is a recipe for disaster. There are no helmet laws and few of them have seat belts, increasing the risk of injury or death even higher. Because there is no licensing necessary to drive an ATV, someone who has had their driver's license revoked or who is too young to obtain a driver's license, could hop in/on an ATV instead and legally drive on our streets. I see that as a bad thing - don't you? It's already hazardous to be a pedestrian or bicyclist in this town - now you want to add another motorized vehicle into the mix? There is no way the economic rewards outweigh the safety risks in this proposal. It's a stupid idea driven by those who put monetary gain over common sense and the safety of our citizens. ATVs/UTVs do NOT belong on our city streets!

I am generally opposed. While I understand motorcycles and bicycles are also on the road, we do not need more congestion with ATVs and have significant questions regarding their safety and use.

no

The dealbreaker for me is if they are driving the UTVs/ATVs intoxicated the DNR handles it and not the Police? How many DNR people are in the city of Oshkosh? I can't see that going well, or people with drinking problems using these to skirt around driving a car and end up hurting someone with minimal legal ramifications.

We are not a unincorporated village or small town. I see no reason why this should be allowed. It seems that the negatives outweigh the positives.

Should not be allowed to operate in city limits, it's already happening with no enforcement. If allowed, will cause more problems.

I don't see a need for this and it seems like it could add to additional accidents.

Please no

I've seen other cities inside and outside of the USA allowing ATV/UTV usage and it seems to work without issues.

I think we should allow it all the towns around us do

ATV drivers can't be much worse than some of the horrible drivers/speaker on the roads now , but should only be allowed in very low trffice areas.

Regulate and give a clear path of expected routes that they can use.

I am an outdoorsman, but do not own a UTV. I cannot fathom a reason why we need to allow this within city limits. The risks are plentiful and I truly don't see a reward. The need isn't there.

Terrible idea

Access to our community would revitalize a welcoming component of success for patrons and citizens.

I don't agree that we should let ATV or UTVs on city strets

This isn't a small tourist town up north. We have no ATV/UTV trails outside of our town. We do not need more traffic on our roads. Especially not mother vehicles meant for trails.

N/a

If that important, build a new separate trail system for them. Not city streets!!

As long as they're not on busy roads (e.g., koeller) or driving unsafely, I don't see the issue

No

Please also do something about the increasing use of motorized bicycles on city streets and sidewalks.

No

I would vote no.

I live in the 1400 block of Menominee Drive. I watch daily vehicles driving at excessive speeds. To add ATVs and UTVs will surely create additional hazards. Then too, they should not be allowed on the Menominee bike trail. E-bikes already create a hazard to walkers and other bikers on this trail.

Drunks using them to got to bars may be able to evade police by going off road

Bad idea, let's move on

We have plenty of trails for ATVs. They do not belong on city streets. We have enough ebike and car traffic without adding more.

I would be very much against this. Do not approve.

Keep the ATV to off road g like they were intended for.

Neither strongly for nor against. I'm sure they might annoy me sometimes, but then, many things annoy me on occasion. If most folks are cool with it, it's okay by me.

The police can't enforce the current traffic laws for vehicles, so they wouldn't for ATV/UTV. this is a disaster waiting to happen..

Allow ATV/UTVs on all streets.

UTVs & ATVs need to be treated separately. I'm OK with licensed drivers in UTVs. ATVs should be restricted to special areas or events.

There are too many "things" on the road now, this will only add to the mess we have

It is the dumbest idea to bring ATVs and UTVs usage on streets in Oshkosh in the city!!!! Half of the people driving around town as it is don't pay attention because they're always on their phones and now you're going to add these little machines to streets driving around with big vehicles this is the dumbest idea that has anybody has ever brought up!!!! This idea brings more bad than any good.

I do not support the use of ATVs/UTVs on city streets.

This is a terrible idea. Keep ATVs/UTVs OUT of Oshkosh!!!!

I feel strongly that a drivers license should be required, insurance should be required to operate on roads just like vehicles, and license plates required for ID when necessary.

I believe safety far outweighs all other factors.

I dont think it should be allowed. ATV/UTV should be for recreation on trails only. Allowing those on city streets for transportation is just asking for more accidents in the city. Drivers already are distracted enough and dont need another thing to lookout for.

It's about time we have the freedom to move around this community on a practical, safe and environmentally safe vehicles.

We should not prioritize economic impact over public safety

I am opposed and do not wish to see it allowed

I think this would be a wonderful addition to our city!

The usage of ATVs/UTVs on city streets will only add to the already safety and imprudent usage of electric bikes, scooters, and boards.

Currently electric scooters are not allowed on sidewalks but we are considering allowing ATVs/UTVs. We need to look at the rules of all alternative transportation wholistically.

Many other cities nearby have adopted good practices and ordinances successfully. No need to reinvent the wheel. Designated routes, signage and speed limits this can be a positive experience for the city.

No

I think this is a bad idea, and will lead to increased traffic accidents and harm, and drunk driving. I do not see how the benefit of maybe a few more tourists would outweigh the negatives.

I am concerned for the safety of motorists, bikers, pedestrians and users of all varieties of transport(e-bikes, scooters, atv/utv, motorcycles, mopeds). There is already a lot of traffic and congestion on our streets with safety concerns amplified with speeding, distracted drivers, texting while driving, etc. Added to the draw bridges, multiple road construction sites and roundabouts, The addition of these vehicles will only cause more congestion and complications and potentially more accidents. You will have to decide if the cost vs benefit of this change is worth it. I for one don't think so

I do not think driver's license or seat belts, helmets, etc should be required for elderly, disabled for scooters or electric wheel chairs. I do think children on ATVs need to have at least helmets if not also seat belts. I think kids should have adequate training on ATVs before being allowed to use them. I want elderly/disabled to be able to ride on the sidewalks, but not ATVs for sure and still not really clear on UTVs. I am getting very concerned about the electronic bikes around lately and how fast they are riding them. And the reckless kids and young adults on those electric scooter things - they don't obey the rules of the road and are very reckless, and it is really hard to see them sometimes when they go so fast or come off the sidewalk or a driveway like a bat out of h---. Very dangerous!

No. Just hard no. Look at e-bikes next. There are bikes being ridden around that surpass the limits of DMV moped exceptions. If they had a gas engine, they would require a motorcycle endorsement. The means of propulsion should not matter. Limited to 25 MPH or less, they should still require a drivers license unless they have a speed akin to a pedal bike. Powered bikes or any bikes (for teens/adults) should not be on the sidewalks period and it needs enforcement. They are motorcycles, quite literally. No one driving a car is expecting something to come through a crosswalk at 25 mph and it creates an unreasonable risk for riders, drivers and pedestrians. I've almost had my dog killed by someone whipping around a blind corner at speed. You need to solve this before you waste time on considering ATVs.

We're already having enough problems. This shouldn't have been an issue to deal with right now.

Should NOT be allowed on Oshkosh city streets. We are not the the kind of area that has ATV/UTV trails near the city, Allowing them in the city would not bring in any tourism dollars. Where else in Oshkosh would they ride them? No one would truck these vehicles into Oshkosh just to ride around the city streets. People that have these want to ride trails that are in a country setting.

I believe that if this is allowed, Oshkosh is goin to see, more accidents, more noise complaints, and more damage. This should NOT be allowed, Oshkosh is not a recreational city!

No

These vehicles were created for use "off of a highway" not on city streets where use can cause damage to both public and private property, hazards to pedestrians, bicycles and other vehicle traffic and require additional law enforcement. Because their current use is mainly for recreational purposes off road and within a group (not all but most) adding this type of traffic within a city is a recipe for disaster. Current recreational culture often includes alcohol use. These vehicles are designed to travel over rough terrain and exceed speeds of 25 mph which will cause dangerous situations for users of any transportation arteries within the city whether roadway, sidewalk or 'bike path'. I would much prefer golf carts on 'bike paths' and the creation of such paths as these carts travel much slower and cannot be driven over rough terrain without damage to the vehicle. Many other metropolitan areas allow golf carts with appropriate restrictions. Creating multi modal transportation arteries within the city is favored over allowing certain currently restricted vehicles access to promote tourism. Is this the type of tourism needed? No it is not. Improved public transportation and multi modal arteries are a much safer form of encouragement for tourism.

No one has given citizens a full, sound reason why this should even be considered. Will more officers be needed? I expect so. I'd rather have officers work on drugs and gangs and murders than trying to police ATVs. Or traffic speeding and vehicles without mufflers, etc. What is the benefit of having ATVs on our streets? I would argue it would benefit just a very small segment of the population rather than the whole. Of course, Oshkosh would get wheel tax income I assume because they would use roadways, but that's not enough to offset the costs. ATVs on our streets and in our neighborhoods would be noisy and would make Oshkosh seem like a rougher city. I just think this is truly a stupid idea.

I'd rather Oshkosh focus on beauty and culture than ATVs racing around. I doubt very much that ATV usage would be controlled, no more than traffic laws or scooters. And, please get the scooters off sideways and the trails. It's dangerous for elderly pedestrians and little kids, especially when they go fast.

It's very disappointing that a number of city councilors already announced support for ATV/UTV use in the city, before the issue has even been fully vetted. Please do your due diligence and research some of the awful problems that have occurred in cities that allowed the ATVs. The very minimal tourism boost has to be weighed against the REAL dangers that such vehicles bring to a city.

We don't need more loud vehicles on our streets. It's noise pollution. There are already to many loud cars, trucks, and motorcycles. In my experience, a majority of the people who drive ATV/UTVs have a general disregard for the rules of the road.

It is unnecessary to allow ATV/UTV's on the roads. This effort distracts from existing City issues including neglected infrastructure and homelessness.

Allowing this would be a welcome lift from an unnecessary restriction.

I just hope you charge them with a wheel tax like do everyone else . still waiting for the roads to be fixed with all the money that your getting for this wheel tax.

As an ATV enthusiast, I love the idea. But, I do not see the utility in allowing it. There are no route connections in the city, so not sure why someone would want to ride in town. If this passes, cool. But, please don't limit speeds to other than vehicle speed limit. In my experience in the northern counties, that causes congestion.

OPD needs to start enforcing current regs on bikes e-bikes and scooters. Huge liability if hit as they do not follow any rules.

Regulate like motorcycles

Don't allow this to go through. People are horrible drivers and it's only gonna be a recipe for a disaster and if the city does pass this, anything that happens to the people that are on the ATV/UTVs the city councilshould have to front the bill out of their own pockets for the funeral or other damages.

they should never ever be allowed on city streets. They are intended for use on trails.

Do not want

Maybe we should allow anything that moves on our streets.

They should never be on dis walks and walking trails. Streets would also be far more dangerous so I would drop the entire idea.

There have been three or more motorcycle death in Oshkosh in the past two or so years. I fear that there will be more with these types of vehicles. I lived along the Wiouwash Trail for many years. The e-bikes, arcs and other motorized vehicles, not all legal there, some traveled at high rates of speed, frightened families with pets and children, were noisy. and annoying. This type of behavior could also happen on city streets.

Absolutely against this proposal. Every ATV that I've encountered is incredibly loud, even with a muffler. We already have a noise problem in the city because of heavy motorcycle traffic in some areas. We do not need yet another source of noise pollution. Even with many restrictions, this seems very difficult to enforce. Are residents expected to call OPD every time they hear an ATV without a muffler? Every time they hear one late at night? Every time they notice someone joyriding through their neighborhood? How quickly will they respond to these complaints?

I suggest that ATV & UTV only be allowed on trails NOT on city streets!

No additional comments.

I am concerned they wii be like bicycles..they need to obey traffic laws..

Is there even enough interest in this? It's highly unusual for a city of our size

Don't do it your asking for trouble the same with e-bikes.

Suggested: No double lane roads; No roads over 25mph posted speed within city; No sidewalks/ walking paths.

do NOT allow

They absolutely should not be allowed on sidewalks (except for snow removal). I have no problem with them on designated country roads, but not in the city.

Let's Ride!

This not a small community surrounded by farm and rural areas like Winneconne or Omro. There is little connection from offload trails to Oshkosh. We already have enough problems with unlicensed and uninsured people riding electric scooters and motorbkes. Also many gas engine minibikes with no lights or even brakes being ridden on streets and sidewalks by very young minors. None of these folks understand, much less obey, traffic signals or traffic laws. It makes zero sense to allow more non automobile traffic in town.

DONT ALLOW IT!!!

Allow them on designated streets only and NOT bike paths, sidewalks, or park trails.

The cons FAR outweigh the pros for this proposal. Do not allow ATV/UTV use for recreational purposes in the city.

Absolutely not,,,,,i

There are no trails contacted to the city streets and I see no reason an ATV/UTV owner would have to drive on the city streets.

We do not need ATV/UTVs allowed in city streets. They are not designed or safe to use on our streets.

Nothing at this time

Atvs in the country and in the suburbs where there are cul-de-sacs are understandable however in the city of Oshkosh this is a recipe for disaster.

There are many other options for transportation, must have a driver's license and age restrictions.

I think this is a poor idea. I have personally seen the results when head hits pavement, and it's not pretty. Since there are no trails in Oshkosh, I see no need to allow off-road vehicles on our streets.

Very much opposed

not needed or wanted

Should not be allowed. We have enough issues with the e-bikes we don't need more vehicles being driven recklessly on the roads.

No

This is a bad idea. There are way too many people in the city to be allowing this kind of transportation. There are numerous other transportation methods such as E bikes. These are toys not real vehicles.

Have it for emergency winter transportation.

Approving ATV/UTV use in city streets will be the biggest disaster Oshkosh has ever created. Our streets will be FILLED with young adults abusing the privilege creating havoc and accidents, drunks using them as a "loophole" around restricted automobile use, and other general mischievous activities. Not saying that's what all ATV/UTV owners are like, but I've seen how rowdy they get when I'm up north and trust me....a city has NO place for them. That said, I love ATVing and I believe there's a place for them. Just not here.

Whose bright idea was this??

Wasn't a child was killed on one last spring?

Thanks for asking.

The need for headlights, taillights, brake lights, signal lights, and licensing just like any other vehicle on the road. Obeying traffic laws, not just zipping around like the scooters & e-bikes.

our streets are designed for cars, approved trucks, buses, etc. not ATV/UTV we do have bike lanes, now do we need to consider ATV/UTVs lanes. Wheel tax? speed limits? Sorry, but I don't like the idea.

Let them on our streets! It will help local business during certain times and it will bring in tourism and it will be another way for people to get around other than a \$16k vehicle

Seatbelts for ALL passengers must be enforced. Poor usage of law enforcements time chasing kids on ATVs. The scooters are (already) an issue on Southside. It is supposed to be 16 and older, middle and elementary school kids are driving down 15th Ave at breakneck speeds. Poor investment in community adding to traffic congestion.

Strongly object

it should be very restricted with limited routes

This is possibly the worst idea Oshkosh has brought to the public. The manufacturers' safety literature makes clear that ATVS/UTVS are not for road use

The ebikes are going faster than traffic on the sidewalks causing a safety issue, ATV/UTV's will be just as bad. These were never made for city use.

Our city streets are valuable to everyone in the city. Will the ATV/UTV users pay a wheel tax or how will they pay their share of the upkeep of our roads? Nothing is free anymore.

Unless the OPD starts increasing monitoring traffic and actually addressing the very concerning driving behaviors going on this is a hard no! We're already having issues with Ebikes and electric scooters. Too many tragic accidents happening in the community now.

N\A

Allowing these on city streets is unnecessary and would create multiple safety hazards for both the ATV/UTV operators and standard vehicles...as well as pedestrians and bicyclists. This is NOT a rural community where one could argue about potential "benefits". A bad idea all the way around, and a distraction from the other issues facing our community.

Do not approve let them go to trails in the country. This is a city....we have enough death of people dying from motorcylce accidents in this city

Please keep these vehicles where they belong, not on city streets.

I don't feel there is a necessity for ATV/UTV usage on city streets.

Allow ATV/UTVs on city streets.

I do not want to see ATV/UTVs on our city streets. They are a danger to themself, pedestrians and other vehicular traffic

With the problems of electric bikes riding where they want, with no regard to traffic laws... What kind of moron on the city council thinks this is a good idea?

We have too many drivers behaving aggressively; we already have noisy traffic, and drivers running stop lights/signs, and speeding. I also don't see much being done to deter these violations. I cannot support something that will add to these problems, and I really do not see how this will attract tourism - it may actually discourage tourism as it would make our streets less friendly, our noise pollution increase, etc. I believe people driving such recreational vehicles will be rather careless about the traffic laws, just by the nature of the vehicle they are driving. PLEASE do not cave and allow these on our city streets!

Should not be allowed on sidewalk unless plowing snow

Definitely one of the most stupidest ideas this city has come up with. Stop while you're ahead .. this town is going downhill fast and this will just increase the fall of it.

Not so much for atv/utv, but something needs to be done about children on motorized scooters or dirt bikes on streets. I've seen several near accidents in my neighborhood.

I don't not believe use is beneficial in any way for a city the size of Oshkosh.

Unsafe

There is already trouble with the mufflers and sounds of bikes that are not policed.

I do not feel that ATV/UTV's should be allowed in the city of Oshkosh the city is to big and these off road vehicles are not safe enough in order to allow them on the public streets. there is nothing on them to keep the drivers and passengers safe in the event of an accident there are no airbags all there is is just seat belts which work to a point but it's not enough.

Open the wiawash trail up or get the railroad to allow use of the abandoned land

I don't mind having ATV/UTV on the roads as long as they stay on the roads. I feel they should not be allowed on sidewalk or bike paths as it could endanger pedestrians!

Don't do it.

Does it matter? Its not like the current rules are even enforced.

Open ALL streets

We should fix the ebike situation before we add this or do it together.

I strongly oppose this, it's a silly idea, just avoid the headache and stop.

Must have strong showing of speed limits and allowed road signs posted so no confusion or excuses arise

Look at the western states this increases tourism and local business opportunities. With winter not having the ability to utilize snowmobiles this will help impact businesses year-round versus 30 to 60 days.

What a great idea to bring more income to the city.

Hard NO You're nuts it you approve this

None

Absolutely not!! Not safe!! These are for the country fields !

Dumbest idea I ever heard

I don't believe the arguments in favor of the ordinance are valid.....people can drive ATV's to taverns....REALLY?. Increased Tourism....REALLY? Economical impact.....REALLY? Oshkosh is too big to allow on streets, there is already too much road rage and reckless driving on our streets. Lets not add these machines with reduced visibility. They belong on trails in the country, not on city streets.

There is a place for them and the city streets is not one of them.

Opening the city of OSHKOSH will bring not only economic impact, but increase alternatives in transportation for many the can be at a more responsible cost. OSHKOSH is a city known for its events, family activities, community sharing. ATV/UTV operating with in the city will draw people to the area instead of leaving them outside of the boundaries! Let's move forward, because the fears that many people claim have not been the results across other areas in Wisconsin that have welcomed this family sport.

This is possibly the dumbest thing the city council is wasting time on. Get back to work on something important.

I can not see any benefits to allowing these types of machines on city streets and there are several downsides to it. That makes it easy for me to side NO on this issue. Unless someone can come up with a good reason to allow it, it seems silly to change the laws.

Allow UTV's only, NO ATV's.

Make Oshkosh great again

Not the place for them in the city. People understand this when they purchase them.

UTV are larger than a Smart car. Safer than a motorcycle. There no benefit to electric scooter and Oshkosh approved. Oshkosh is letting progress of transportation stop if not approved. Let Oshkosh grow. Wi Dells is so busy and ATV are allowed.

Should not be allowed. No routes or trails that lead to city that need the to be used with in city limits

If you’re looking for tourism then work on our bike trails and paths. Pave the Wiowash all the way from Oshkosh to 41 and make our downtown bike friendly. That’s so untapped and the potential is vast.

I do NOT support the use of ATV/UTV on any city street or property, with the exception of limited use for snow removal.

I think it would be a great idea to have ATV/UTV on the city streets in Oshkosh.

Unnecessary and will become a nuisance.

Don’t create crazy rules that. Would create an island for usage from outside riders

None

ATV/UTVs serve no purpose in a city and should not be allowed.

I think they should be aloud in the country not so much on the city streets there’s really no reason for them on the city streets just county/country rds

Allow for plowing

Until the city can enforce the traffic speed on 20th Avenue, I don't believe we should add more vehicles that potentially would ignore speed limits.

To be considered as motorcycle users but for year round.

ATVs and UTVs are not appropriate nor necessary for transportation in a City the size of Oshkosh. In small rural communities, it is a totally different story.

I don't

Another form of tax revenue

I believe it would be a great option for fishing lake Winnebago in the winter rather then taking up precious space near launches.

ATV/UTVs are financially accessible (easier to buy than a car, and no laws to require insurance or licensing), and there are not restrictions in who can buy and drive them. They are dangerous in urban settings (think about how the e-bike riders fly around everywhere - at times faster than cars on our sidewalks and trails - e-bikes are BAD enough!),. ATV/UTVs should not be permitted at all within the city. I had a run in with an ATV/UTV driver in Menominee Park on the trail during Sturgeon season. I was walking and the driver was not paying attention - nearly hit me. I cannot imagine letting ATV/UTV owners have access to streets and pedestrian spaces all year. I say NO to any ATV/UTV use in the City of Oshkosh. And I use to own an ATV - when I lived in the country with 60 acres. No need to have that machinery in town.

Police struggle to enforce loud and speeding vehicles and motorcycles now, how will they enforce laws on UTV’s also

I’m from an area of the state where ATV and UTV access is more or less unrestricted. It works because it’s very rural. Having them on the streets of Oshkosh would be a completely different challenge and I don’t think it’s a good idea at all.

We already have a problem with people drag racing down hwy 45 south of Ardy & eds I worry this might make it worse

I think they should open up the city streets because it will make it easier for the ice fishing season and hunting season not to mention the tourism it would attract

There is only one route from West of 41 that doesn't involve a roundabout. During EAA, ATVs and UTVs would add to areas where traffic is already congested.

Many communities are following suit and allowing atv/UTv’s and they are not seeing the perceived issues. Please follow DNR guidelines for usage to maintain consistency. Where is becomes convoluted is when laws conflict with each other. DNR laws address safety equipment, noise limitations. Drivers license to ride an atv is overkill... you must take a DNR safety course already so safety is covered. 1 or 2 crashes are bound to happen... compare that to the number of car crashes in a year.

I think this is a really idea

Standardized hand signals for ATVs and other safety concerns should be taught for public safety

Will need to ensure they are not permitted on sidewalks or other non street travel ways.

The rules the way they are are fine. Snow removal exception is great and we should keep it to allow ATVs to clear snow. Allowing them on the roads in the city would cause a lot of issues. Speeding is alrwsy and issue with cars. Don’t add more vehicles that people like to zoom around on dangerously.

As a utv owner that has been to multiple states and road in some large cities, there is no reason Oshkosh couldn't open up all streets with no problems.

I work in Oshkosh. The accidents are ridiculous because so many are on their phones and you want to add ATV/UTVs? Ludacris! I live in a rural area and own a UTV. We dont want to ride in cities. At all. We want trails in the country. Additionally, parking downtown is awful and you want to add off road vehicles? Just stop the madness and focus on reducing the homeless population and the vast increase in crime that the prison has brought to the community.

Winter season having lake Winnebago and rural travel to nearby township reasonable to have!

I have great concerns allowing more vehicles on our roads. There are already issues concerning other vehicles using our roads that need to be addressed before something happens (bikes, electric bikes, electric scooters, mini bikes, etc.) that are buzzing in and out of traffic, speeding, nearly running into others, not having lights in the evening hours, not showing concern for others on the roads except themselves. Possibly when these issues get resolved, talk of allowing ATV's on our roads can be discussed. I feel for our police officers who have to deal with all these issues, as there are very few laws these other vehicles using our roads have to abide by. And when something does happen, whose fault will it be - most likely the driver who is just trying to figure out where they fit on the road with all these other modes of transportation.

I just dont think it is necessary.

I think it would be a great way to get more people in our downtown area so they could visit restaurants, bars, and stores.

Don't allow them on streets in the city of Oshkosh.

I think the costs of allowing ATV/UTV usage on Oshkosh streets would greatly outweigh the benefits. In addition, I think the costs would spread out to a much larger group of people in the city. The benefits would extend to a relatively small group of ATV/UTV users and perhaps some local businesses.

Allow

I dont live in oshkosh anymore but grew up here and still work here. I currently live outside town where I can ride my machine anywhere. I take it to dinner and the store shopping very regularly. I disagree with limiting to specific roads. It should be all roads. If passed I would end up driving mine to work in nice weather same as someone would a motorcycle or a sports car. As far as safety concerns we legally have to have head lights and brake lights. Utns have full roll cages and seatbelts so they are actually quite safe compared to motorcycles

The noise pollution is my big concern along with safety. Neighbors have been riding ATVs around their house, racing down the street, letting children use them and for hours at Time.

Would this allow or cause confusion for golf carts?

Basically did they do not belong on our roads. I can see them in rural cities with very little traffic but a city lake Oshkosh is too busy and ATV should not be on the roads.

I've seen the damage these vehicles have done in areas north of Oshkosh. Too many deaths have occurred to youngsters who were driving them with parental permission or lack thereof.

It would be a learning process for both sides. I don't think it will add a significant amount of traffic. Have a couple year trial period. My car is still more comfortable.

Seems dangerous to me!

What is the rationale for allowing ATVUTVs to be driven on city streets? Why is this even being considered?

All for it!

Definitely have age limits

Helps support local businesses as in Hexco Motorsports, small mom and pop restaurants, I think there should be limitations on what can and can't be done

All you will see is another source of \$\$\$\$\$\$ to wring out of people. We are not allowed to do anything in this city without your grubby little hands in the cookie jar. Remember, Elected By the People, Working For The People

Arguments that ATV usage will increase tourism do not make sense to me. Suggested regulations sound cumbersome to enforce. Road safety for car and bike users, and pedestrians, could be compromised.

It's simply not necessary. This is a city, not some small recreational town. Public transportation is available.

A UTV is a lot safer on the road vs an electric scooter, electric bike, moped., heck even a peddle bike. You can see a UTV a lot easier. Most are like a small car. How safe are those big three wheeled scooters compared to a UTV.

I feel this city is gonna have more problems and property damage if this is allowed. Too many people drive recklessly around this town already with cars, trucks, and motorcycles with hardly any police presence in some areas. The noise ordinances arent enforced with vehicles already and that will be an even bigger problem.

Limiting ATV/UTV speed limit to less than traffic speed will impede traffic, when they are capable of going the same speed. The safety stats show that there are less accidents per 1000 vehicles than motor vehicles. They are safer and quieter than motorcycles.

We need to worry about e-bikes and e-scooter laws first before ATV/UTV laws

We need laws about e-bikes and e-scooters first.

Oshkosh is too large and urban to need ATV/UTV access in town. If it is permitted, it needs to be clearly defined and heavily enforced. Must ensure no conflicts with bicycles or pedestrians (no sharing trails). No reason for access to central part of city/downtown.

Not a good idea for the citizens of oshkosh

UTVs have roll cage, seat belts and directional - a moped is legal and is much more dangerous for the streets

There are plenty of county paths and streets available to ATV use. Traffic and pedestrian concerns are obvious. The current raising of taxes on the City residents is a HUGE red flag. The adding of unnecessary expense to enforce this is unwarranted. From rural experience the use of ATV is a way to move tavern to tavern thinking they're not "really driving" ATV's laws are enforced by the DNR, this cannot be possible in City limits and adding police to enforce is simply a COSTLY BAD IDEA. No city the size of Oshkosh has approved this.

Stupid idea! Should be rural only.

I am neutral about allowing ATVs/UTVs on (some) city streets, but do not want pedestrians to have to share space on sidewalks and bike paths.

If implemented large fines for noisy exhaust should be imposed.

We've had ATVs and a UTV in years past. There is no good reason for them on Oshkosh streets. There are no trails through the city or near the city. Traffic moves too fast for them to be operated safely. It makes sense to allow them in some communities. Oshkosh is not one of them.

I live in Omro but work in the city. Having an alternative mode of transportation would be great. My UTV gets better mileage than my vehicle.

I do not understand why Oshkosh is considering allowing ATVs and UTVs on our city streets. This is not a good idea. Oshkosh traffic is stressful enough with aggressive drivers and people riding bikes and scooters who dont follow traffic laws. Not to mention motorcycles speeding up and down our sidestreets. This would only increase the stress for drivers, which could cause increased accidents and injuries. Why are we even considering this?

Horrible idea

They were made for off road use and should stay they way. City streets are not for ATV's , golf carts, lawnmowers, etc.

We are a city of 60,000 plus. We are not a small town in northern Wisconsin where allowing the use of ATVs is beneficial. We have a cottage in central Wisconsin and they just allowed the usage. Even though they have several restrictions, there is not enough police patrol to monitor the roads. Resulting in alot of abuse of the restrictions that were implemented.

Not so sure you need a helmet

do not to have them on city streets

People are already riding in the city illegally especially in the winter. Business use them to clear snow. Ice fisherman use them to access the ice. Making that legal would be a game changer. The industry has changed, the 4 wheeler has become obsolete. Most riders are on a UTV which is much safer and many are like small cars. They are safe. This also would make Oshkosh a destination for riders being the first city of our size to allow riding in the city. An ordinance represents an amazing opportunity for our community.

It only makes sense with all of the other communities allowing access to follow suit. Larger cities than Oshkosh allow it already in other states and it offers many great option for increased revenue in the city of Oshkosh.

I do not think they should be allowed in any capacity in the city limits of Oshkosh. It could be dangerous for those that walk, drive, and use bicycles and will only add to already congested roads. What would this mean for parking as well? Do they use lots or park on the street? Many of our roads are already filled with noise from various trucks, semis, motorcycles and cars that often create loud vehicle noises on purpose when driving.

Please don't allow ATV/UTVs on city streets. Please

The city roads are bad now. ATVs are under DNR regulations, Not DOT licensing. You get NO road repair revenue from ATV usage! There will be damage!

I don't think that our city is connected to enough atv/utv trails to make this worth looking at. I think it is likely to cause more safety, noise and congestion issues.

This isn't worth doing; there aren't enough ATV/UTV trails to justify this change, and it will lead to more accidents, noise pollution, and headaches for the residents of Oshkosh.

ATV/UTV are smaller and thus less visible leading to potential problems in round abouts and intersections.

Based on current lax enforcement levels of e-bikes, scooters, etc. driving unsafely on sidewalks, and the amount of motorcycle and auto "cruising" through my neighborhood without any police enforcement, especially at night, I don't want any more vehicles driven by inexperienced or uncaring people, on sidewalks or streets in the city.

Legalize marijuana

Please, under no circumstances allow UTVs on sidewalks and bike paths. They are too big, too fast, and too damaging to infrastructure. ATVs make sense on sidewalks in a snowplowing capacity, but should not be allowed there recreationally. And no ATVs on bike paths, again too

fast, too big, and too damaging. The damage these do to gravel paths is well documented, and we already see the burnout and skid marks from souped up E-bikes. People go for walks and bike rides to get outdoors where it's peaceful and nice, and having to dodge these will be antithetical to everything we want with sidewalks and bike paths.

Oshkosh is too big of a city to have ATV/UTVs on city streets. The safety concerns alone should prohibit them.

Used correctly it is a nice option. Especially winter enthusiasm.

-

I think as well as the steers we should consider trying to make a trail system possibly even in the future it could expand into the county and lead to more tourism and businesses.

It's a bad idea.

They don't meet HMOVSS and by evidence of electric scooters and bike will make the road even more dangerous

I don't believe ATVs should be driven within city limits. Compared to rural ATV street usage, city streets are much busier. Seems incredibly dangerous.

Heavy fines for undesirable atvers/utvers not following the rules

No operator/passenger can be allowed to buy/have alcohol when using an ATV/UTV on city streets.

I do not think that ATVs should be allowed on bike paths at all, at any time.

Very dangerous and sound not be allowed on n a city

there are trails for these vehicles.

I think they should be treated the same as motorcycles and should use traffic lanes just like all other motor vehicles.

The potential for more customers to ride to Kris Larson's restaurant is not enough to convince me this is beneficial for the community.

Seeing atv's drive on country roads should be a big reason why they shouldn't be allowed in the city. Many times these drivers feel like road rules don't apply to them. Why is the city of Oshkosh even considering this?

Why? We already have motorcycle's using city streets for racetracks and electric scooters and bikes that ignore rules of the road. Adding another unnecessary mode of transportation doesn't make sense. Most people with UTV/ATV already have a vehicle to use in the city for transportation. Why isn't more attention being paid to the crotch rockets starting on Murdock going down Vinland at speeds around 100 by the time it travels 600 feet. The time to consider adding another mode of transportation is when other reckless use of wheels is controlled.

Do not consider the usage the ATV / UTV. To use these vehicles is unnecessary and dangerous.

Very bad idea in any city the size of Oshkosh.

The potential for misuse is too big of a risk.

City streets are NOT for ATV/UTV's.

There is zero tie in to any trail system so I don't see a benefit to the city or it's businesses.

The noise level in the city is already outrageous. As a resident, there are many, many times traffic noises prohibit talking or TV viewing with windows open. There's enough noise pollution. There's a real safety factor here also. Following basic rules of the road are a real concern. Let them go out to trails.

This is an insane idea! Please do not allow this to happen!!!

It's a great idea for the town of Oshkosh, town of Algoma, black wolf, Nekimi etc but I think it's too dangerous for inside the city. I would be willing to look at planned ATV routes and if they're not in areas too congested I might change my mind

Ebikes are bad enough. No ATV's on streets or sidewalks unless engaged in snow removal.period!

I strongly oppose this idea. We need to figure out a safe way to allow e-bikes and scooters to use our roadways before we add another variable to the equation.

The whole surrounding area is open to ATV/UTV use 24/7/365 at the speed limit of the road. This would connect Oshkosh to the 68,000 miles of road routes in WI.

Allowing atv/utv usage would open up the potential for unregulated drivers and increased accidents. Aren't our insurance rates high enough? Kids already ride their dirt bikes and e-bikes all over quarry park and the property to the south. Enough is enough.

Pedestrian safety.

I'm really concerned about safety with this. I've lived in 2 other states, and Oshkosh has the worst drivers I've ever encountered by far. UTVs/ATVs don't have much in the way of protection for their occupants in a crash. I also see e-bikes and electric scooters (and occasionally motorcycles) completely disregarding traffic and sidewalk laws on an almost daily basis. We don't need one more non-car motorized category adding hazards for pedestrians until we figure out how to enforce regulations on the bad recreational vehicle drivers Oshkosh is already rife with.

Bad idea. There rural vehicles

Lived in oshkosh for alot of years strongly think ALL roads should be open just the economic impact in the positive would be good for the city
Please don't have a slower than normal speed limit. It impedes traffic more from backups and people wanting to pass.

Not at this time

Not to allow them

Do not recommend

I think it would be incredibly unsafe to allow these within the city. I don't know what the licensing requirements are for ATVs, but I'm assuming it's not the same as regular vehicles. It would need to be. There are enough difficulties with drivers not following "road rules and regulations". Also, if they were to be allowed, any ATV registered within the city limits should also be paying the wheel tax that regular vehicles now pay. DO NOT allow ATV/UTV/golf cart usage within the city limits.

Stay off the sidewalks anywhere anytime including bridges

Approve this as it’s safer than being on a motorcycle and they’re allowed on city streets.

Do not allow Atv/Utv on Oshkosh city streets. There is no benefit and makes no sense. We do not need more dangerous streets in this city
People can use cars to commute.

No

Do not allow UTV's on trails, they make the trails completely unusable for bikes and pedestrians

This will not in my opinion account for any rise in tourism dollars or enticing others to shop/eat in Oshkosh. It will be mostly an option for folks who have had their license revoked due to DUI or other infractions.

Why is this even an issue? It's a no brainer. We are not a small vacation villa, this is a big city and ATV's / UTV's have no place here on our streets or sidewalks

Allow it! South Dakota does, and many towns up north in Wisconsin.

Allow atv routes and main thorough fairs out of town that connect to the townships around oshkosh that have already opened atv used on streets and roads.

Several studies show Roads paved = higher risk; mixture with regular traffic is especially dangerous.
<https://pubmed.ncbi.nlm.nih.gov/39026345/> https://pubmed.ncbi.nlm.nih.gov/26065484/?utm_source=chatgpt.com

Don’t do it!

I believe we will be less safe if we allow these vehicles on the city streets, sidewalks and bike paths.

Oshkosh can’t even get scooters and electric bikes under control! Let’s build the infrastructure for them before we add ATV/UTVs to the mix.

N/A

Does not belong in a city the size of Oshkosh. We have a cabin up in Land O Lakes and I totally get why it is allowed up there but it has no business in a city like Oshkosh.

None

There just isn't a need for this in this city. Boat tourism is the primary recreational vehicle here.

No

none

Seems like a really bad idea.

No

Terrible idea. Will not bring in the revenue you want for the city or businesses.

Use on roads that are near trails would be okay. Not in school zones.

Come up with safe restriction of Electric bikes and keep them off sidewalks for the safety of pedestrians.

Strongly disagree

I’m concerned that people are already uninformed about respecting other modes of transportation on city streets (bicycling, walking, scooters, etc) and adding another type of vehicle into the mix will exacerbate safety issues. I’m also concerned about how are we going to combat the drinking and driving that occurs in the lake shanties during the winter. This may encourage ice fishers to drink and drive their ATV/UTV home since those vehicles are lighter and seemingly more manageable than typical vehicles.

All these complaints about visibility etc are mute. They're bigger easier to see than motorcycles, bicyclists, and mopeds.

Give it a try and you will be surprised that it will be just fine. This will enhance lives of oshkosh citizens who pay taxes that already support our beautiful city.

I'm curious how many mvc's the city has. If we look at a crash between an ATV/UTV and a vehicle or truck, more risk for injury and trauma. If passed, should have same requirements/ liability that covers auto

We live in Oshkosh but our UTV's are located in Winchester, and we can travel just about anywhere in Wisconsin. Not having access to Oshkosh means all of our fuel, personal goods, food, apparel is purchased in other Towns or Cities. Oshkosh is losing out on a large sum of revenue. All of the regulations and safety measures already exist for UTV's. UTV's today are more designed for roads rather than trails, we have State registration and DNR laws, headlights, taillights, brake lights, seatbelts, street tires, mufflers, nowhere near as loud as a Harley motorcycle. Safer than all these ebikes and pedal bikes all over the roads weaving in between vehicles, which doesn't bring any revenue to the city.

The air quality, noise, crime and congestion of Oshkosh has worsened drastically in recent years due to cars, motorcycles, EAA, bands. In my opinion, this is a very bad idea, unless Police Officers use them to protect the people of Oshkosh on them. Where are our Police Officers?

Please do not approve this idea. We have enough noise and congestion in our city. Already we have electric bikes and mini bikes and scooters riding fast and free on our roads and sidewalks unmonitored. Who will police and enforce rules on these drivers. ATVs/UTVs are known drinking vehicles frequently used to bar hop. Please don't add to the congestion and chaos on our streets and sidewalks. Please vote no!

This is ridiculous that this is even being brought up. Doesn't the city have other resources to spend time worrying about? Stop raising taxes. Stop useless assessments. Worry about the crime in this city. This city has become an absolute joke due to poor management.

I'm fine with them if they are for snow removal during designated months.

I think this is completely inappropriate. We don't live in a rural area, where there is common ATV/UTV use on county roads. Furthermore, Oshkosh does not connect to a trail system that I am aware of, in which ATV/UTV's currently use. I think we need to solve the biking/ebike/minibike/scooters rules regarding riding on sidewalks, trails or city streets first. That seems a more pressing issue.

n/a

If one of the justifications for ATV use on city streets is to access the lake during winter, then the two primary access points (south Main and Menomonie) are not considered safe because of having to cross a crack in the ice and proximity to the mouth of the Fox River. Otter Street fishing club provides bridges to cross the crack, but these are not suitable for ATV because of the wheelbase difference to cars and trucks. Providing access to Lake Winnebago through city streets might send a message that it is safe to enter the lake here and usually it is not.

It is ridiculous to even entertain the idea in a city of this size. Oshkosh is not a rural town with limited transportation options. Having spent a lot of time in northern Wisconsin where on road Atv usage is common, in my opinion it is a casualty waiting to happen and a nuisance.

We have lived on the west side of Oshkosh for 20 years. Over time, vehicles have significantly degraded the quality of life in our area. Loud motorcycles, trucks, stereos, and poorly tuned vehicles can be heard indoors - even with all of the windows closed. People are driving too fast and too aggressively. People are rolling through stop signs, looking down at their phones, and not yielding to pedestrians. I often see motorcycles doing wheelies. I see virtually no enforcement of any existing traffic or noise ordinances in the City of Oshkosh and I have no confidence that any of a whole new slate of rules for ATV/UTVs would be enforced. The roads on the west side are currently lawless.

I believe they could be used safely in the city

Terrible idea.

This survey was clearly written by someone who is pro-ATV on city streets. The questions are slanted to get favorable responses, and putting out a poll like this is completely disingenuous on the part of the city. Frankly, this is one of the worst ideas I've seen the city bring forward in a long time. Council members and city administrators who approved a poll with this wording and bias should be ashamed. Allowing ATVs and UTVs on city streets offers little to no benefit to the general population of Oshkosh. At best, it makes life slightly more convenient for a few people. But every ATV owner already has a way to transport their vehicle to where it can be used—without driving it on city streets. Even the poll's own heading admits that UTVs “do not meet motor vehicle safety standards.” That alone should end the discussion. Why would we invite vehicles onto our streets that, by definition, fail to meet basic safety standards? It defies common sense and shows a disregard for the safety of the city as a whole.

I don't think it is safe to have ATV/ UTV with cars and trucks around. More resources will need to be allocated to monitor the usage and keep people safe.

Lower the taxes and stop spending money you do not have. Wheel tax and high property taxes are running people out. Now you want more through an increase sales tax at the city and county levels. The result will be less residents, is this the goal great leaders of Oshkosh?

they're not road legal

None.

ATV/UTV routes are more appropriate for small rural communities like Omro, Winneconne, etc. I think adding this type of vehicles to the mix in the city of Oshkosh would only add to the workload of our public service departments, such as fire and police.

I think the idea that this will enhance tourism is self-serving.

Please open all streets to avoid confusion

Economic impact is currently loss to everywhere outside the city and transient counties and could be a very large impact keeping residents local vs going "Up North" for the weekend or vacation.

I don't support ATV use within Oshkosh city limits. Roundabout safety is already a major concern for drivers, bicyclists, and pedestrians. Adding ATVs to that mix would only increase the risk of accidents, confusion, and unsafe conditions on roads that are not designed for that

type of vehicle.

License or permits would discourage visitors. Local businesses would miss out on revenue. Current laws on mufflers would keep noise down. Speed limits are already in place.

I am not an ATV owner, but I think this is a good opportunity for Oshkosh, as long as noise and safety regulations are enforced.

People drink while doing theses activities. It increases danger. And if we can't have electric scooters why would we have atv's?

On the outskirts of the city (i.e. in the TOWN of Oshkosh and other surrounding areas) I can see the logic of allowing ATVs however they do NOT belong on city streets! I live on Osborn and can imagine the machines tearing up and down that street + the grass along the quarry fence... it will increase danger for pedestrians and damage to greenspaces.

Please do not do this.

ATV/UTV usage on city streets will be a foolish, reckless undertaking, Their size alone will prove hazardous for drivers of cars and will mercilessly inhibit traffic flow. It's foolhardy to think that eventually ATV/UTV drivers would not refrain from entering roundabouts and cause serious accidents. There's a place for them BUT NOT ON CITY STREETS1 Would you permit snowmobiles in the winter driving on city streets? There other ways to attract tourism.

Do not allow them. Seems like a huge safety concern

This is the dumbest proposal I have ever heard of. What made anyone think that Oshkosh is an ATV city. There are no options for atv trail use anywhere near the city. Not to mention it's way too busy of a city to have little joy riders floating around. We aren't a small outdoorsy town, this does not fit our cities vibe at all. Whoever proposed this should be banned from proposing anything ever again.

Many communities surrounding Oshkosh already allow them with only minimal regulations. DO NOT over-regulate this. Just allow it on streets with a maximum speed limit of 35mph.

Really dumb idea that makes us look like a backwards hillbilly city,

not in favor of

I don't think our community is a logical candidate for these vehicles. I see them more suitable in rural areas, small towns and villages. I also fear that using them for "bar hopping" will contribute to unsafe conditions, especially during ice fishing season.

ATV/UTVs do not belong on city streets. They aren't designed for it. There's no reason to have them on our streets.

Until the state requires UTV/ATV to be licensed drivers and there is enforcement of alcohol use while driving I am against UTV's using city streets

They should be allowed on all the city streets.

Drunk driving, people driving who don't have any sense. People not paying attention to driving. More accidents because hard to see them. People racing them on streets. They just belong on city streets

might work in oshkosh ne.

If they can go the speed limit and above then good, however, it the exposed sides show possibility for severe injury.

I do not live in the city but I have to use city roads

I'm very opposed to ATV on city streets.

Structure it so it can not only grow/expand. But allowing people within the city to use there machines for task after work. (That being part of phase one. If that's how it's being looked at.)We work hard for this equipment, but not all of us can afford to live country side. Laws are already in place for the roadway. Hold same standard. No freeway usage.

I own an ATV and enjoy driving it, but it doesn't belong in a city the size of Oshkosh. It will create a multitude of problems for public safety, noise, pollution, etc with very little reward. The idea Oshkosh is "missing out on tourism dollars" by not allowing it is a poor attempt by those who want to make more money to justify something that will end up costing more than it brings in to the city. There are so many other improvements the city needs to focus on to continue to improve tourism and increase dollars coming in - but this should be at the very bottom of the list.

Great boost to local businesses, gas stations etc

This city has ENOUGH traffic problems without adding this variable to the problem!

The idea that allowing them on the streets would increase tourism is an abject, laughable pile of propaganda. Apparently a few people want to drive their toys on our streets instead of trailering them to appropriate trails or frozen lakes out in the country. Further, our modern cars, SUVs and trucks have extensive emissions technologies to help keep our air clean. However, I suspect that ATVs/UTVs spew out far, far more pollution than our cars, and for that reason alone, they should continue to be banned.

Oshkosh is not a rural resort town and does not need the associated headaches from ATV's. ANOTHER loser idea brought to us by our INEPT city government!

While I currently live in the town of black wolf and have for many decades. I'm probably in the city of Oshkosh at least once a day for daily activities ymca, shopping and general dinning. The use of atv/utv has no business being in a city the size of Oshkosh period! Cities are

preaching mass transit to combat pollution. Which is an all out hoax! Why would you allow transportation of single and limited seating vehicles? Sounds pretty idiotic to me. Donald Lamson

I believe this should pass. All our surrounding towns/cities have use in their areas and Oshkosh should too. This would help tourism, local businesses and be an asset to the City.

At typical UTV starts around \$18,000, which is about the same cost of a small compact car. Unlike a compact car, UTVs lack many of the safety features that the DOT requires in cars. Think: Airbags, roll bars, seat belts, directional signals, etc. Plus, ATVs/UTVs are designed for off-roading, and become unstable on smooth, flat surfaces, especially at high speeds. They have a higher accident rate, which my buddy an insurance agent confirmed when he stated the rates for insurance are much, much higher, which is why many drivers of ATVs/UTVs will go without insurance. Gotta wonder if that would increase the insurance liability for the city?!! Additionally, ATV/UTVs are gas-powered engines that lack many of the environmental controls found in cars, leading to more exhaust being introduced into the environment. I don't wanna walk down the streets to Oshkosh being forced to smell/breath the exhaust. Plus, ATV/UTVs are often linked to reckless driving in areas a car wouldn't typically be able to go, like your city parks, across vacant grass lots and down sidewalks. They're very loud, very obnoxious, and I really don't want to see Oshkosh road clogged up with yet another kind of vehicle. ATV/UTVs are designed for lower speeds, so I could totally see issues at intersections and on streets with multiple lanes. Oh, I forgot helmet use: most drivers/riders don't wear helmets, further increasing the likelihood of death and serious injury. Please!!! This is a well known "bad idea" that's always introduced under the guise of "increasing tourism." There is no data to support that!

It would be very unsafe if a car, truck or an ev would crash into an ATV/UTV. There is no protection for the ATV occupants. Even at lesser speeds they could get significant injuries or even death. Less traffic on county roads is okay as you can see traffic much better. City traffic with pedestrians is enough distractions for a driver. No to city ATV access. (Can you imagine EAA with ATV tourists.). Safety first.

This is a bad idea. Leave the law as it is - fall/winter for plow (snow removal) usage. Zero reason to have these on city streets or sidewalks. These should be for recreational use in rural areas.

If there allowed make sure they pay the \$35 wheel tax, along with there registration.

Do not allow on city streets!

If it does get approved, which I hope to God it doesn't, they should have to pay a wheel tax like the rest of us. They should also carry the same type of vehicle insurance (liability/ collision, etc.) that automobiles have to. Issuance of DOT Wisconsin license plates in addition to the DNR tags.

Allow it for ice fisherman at least

Absolutely not!

Absolutely no ATV should be allowed

This is a bad idea. Please be smarter.

ATV's and UTV's are not designed for and do not belong on city streets. It would be dangerous for the drivers/riders of the ATV's and UTV's and aggravating for motor vehicle drivers.

This is an unnecessary safety hazard. I can't imagine how the city will be able to police these things. Frankly they just make the roads more congested.

Unless these utv are required to follow the same rules and laws for a motor vehicle they shouldn't be on the road. Secondly limiting when they can be on the road would be smart. As we know WI has a drunk driving problem and these wouldn't stand a chance vs a 5000lb car or truck.

There are already increasing electric bikes & scooters creating safety issues on sidewalks, streets and bike lanes in the city. A lack of police officers to enforce rules/ laws already, so let's not pretend they will be able to assist with ensuring regulations are followed. This isn't Mayberry. I can't believe this is even being considered. Oh wait, I forgot..., it could bring in tourism dollars. Insert eye roll

I dont belive Oshkosh is ready in anyway for this to be safe for the community

We don't live in South Dakota! Horrible idea!

I am a hard no and will vote against any Ballentine measure, council member or candidate supporting it.

They are adult toys, and really belong on trails.

I don't want this. It feels like allowing this in a larger city like Oshkosh would be making it more difficult for those driving in the area already. I would love to see more focus on efficient public transportation and more sustainable options like biking.

The street we live on already has issues with vehicles and motorcycles speeding and driving recklessly. Adding ATV/UTVs would not be helpful.

I can't believe this is even being considered. With the number of serious--deadly--accidents that have occurred lately, the last thing we need is a bunch of idiots joyriding around the streets on these vehicles. I know I'm making assumptions and stereotyping the operators but I envision far more potential problems than possible economic benefits. Is this really the image of our city that we want to present to prospective residents, business owners or developers? We're going to look like a redneck backwater, not a modern, vibrant city with cultural, historical, natural and yes, recreational opportunities.

I cannot understand why this is even being considered.

Noise is my primary concern. Every rev of the engine is obnoxious and there are enough obnoxious loud engined vehicles on the roads already.

This is an absolutely terrible idea

They are no different than a motorcycle if not safer if they follow the regulations the DNR already has in place I don't see any problems with it DNR does have noise limits to be followed also have registration that is used state wide if you make crazy rules that other towns don't have you will not get the tourist to come I think you will be surprised the money it brings to Oshkosh

Living in a neighborhood where children are always in the street, I see the extreme misuse and dangers these vehicles can cause. I grew up in a town with atv/utv usage and I have had close friends injured and a cousin die because of misuse. There is NO need in Oshkosh.

A bad idea the could be badly executed

This is one of the worst ideas ever. We are Oshkosh, not Hooterville. There are places for them to ride them.

Very bad idea will lead to more trouble than it is worth !

Living on a busy street such as 9th/Westhaven as we do, we already have motor cycles and cars racing up and down the street every day. I've never seen traffic laws enforced as is in this area (no fault of the police, as I'm aware they have other things going on). Adding ATVs or UTVs would add such a dangerous aspect to the already heavy vehicle and foot traffic on busy streets. If opened up on some routes, it just opens it up for people to use the rest of the streets with little risk of enforcement.

I believe that the city of oshkosh and surrounding areas will benefit from this. Winnebago county as a whole will see a rise in spending and tax revenue. More budget dollars for the city. Open the routs for a year on a conditional trial and see how things work out. I think everyone will be surprised on how well it will work out. Thank you for considering this issue

We already have motorcycles racing on city streets, I am concerned that this problem would increase with allowing ATVs and UTVs on city streets. Also concerned that they would ignore traffic laws like we already see e-bikes doing. It would be a safety concern for all drivers. They were meant for off road use and it should stay that way.

The use of battery powered bikes and scooters have increased drastically over the last two years. Many people using these go on and off side walks without obeying street safety signs or traffic laws. Some are even exceeding the posted speed limits. Very few of these have any sort of lights making it hard to see them. Adding ATVs and UTVs to this will only make things worse. Even as an ATV owner I cannot see a positive use for it within the city limits.

I cannot foresee a future where atv/utvs are allowed on city streets and the riders are not a danger to themselves or others. I know the city will put out proper laws and regulations, but I also know half of the riders would not follow those laws/regulations. I know the police can enforce the laws, but they cannot be everywhere at once. The riders will be a hazard to themselves and everyone else on the road.

There is not enough traffic enforcement in the city to combat existing issues such as speeding, drunk driving, reckless driving, inattentive driving, etc. Adding new issues with a new class of vehicle on the roads without addressing the existing safety issues that injure and kill people in Oshkosh on a regular basis is madness.

As a citizen who lives on the South side of town, I would appreciate the ability to travel using my UTV.

My main concern is safety. I am unsure of why this is being considered, which is why I checked neutral. There may be good reasons to allow ATVs on city streets but I am not aware of where or why.

Rural county roads are fine. They don't belong on the city streets.

This would be a bad choice for the city to approve. Electric scooters have already proven that these riders avoid following the laws & rules of the road & sidewalks. It'll only be worse if atv/utv are allowed. Not to mention our wheel tax, how is that fair?

there needs to be a registration on the vehicle that can actually be seen by people around them when there moving. also, what kind of wheel tax will they pay to the city like other vehicles do?

ALLOWED SLOW MOVING LIVE GOLF CARTS RIDERS ETC

We are not a rural community that has ATV/UTV trails that even lead to city streets. I am confused as to why this is even being considered for city streets. Why would we allow mixing cars/trucks with ATVs/UTVs? Seems to be a potentially disastrous combination for what I perceive and anticipate to be little to no benefit. I greatly appreciate the opportunity to weigh in.

They belong on the farm and in woods. Car insurance will go up. More accidents. People illegally riding them. Damage to people's property. People stealing them. Drunk driving. Parking them. You need to keep the city safe. More police etc. You are getting out of hand and need to really sit down and use your brains for a change

I do not understand how general use in the city would be anything other than another source of accident and injuries. it may be of benefit near the lake, but a more specific plan with routes should be discussed rather than all city streets.

Electric bikes are causing enough safety problems speeding on sidewalks making it unsafe to walk. ATV's might be OK up north in a small town but Oshkosh has too much traffic to consider this!!!

Several cities surrounding Oshkosh are open for traffic and almost all cities up north are as well. Oshkosh should be no different. The boost to our economy would be wonderful.

Do NOT allow it — they can take their toys to the country trails.

ATV/UTV access on city streets isn't just about convenience—it's about economic growth. Communities across Wisconsin that allow UTV traffic see more visitors staying longer, spending more, and supporting small businesses. Oshkosh already has incredible tourism assets with its waterfront, events, and downtown. Expanding ATV/UTV access would connect those strengths, bring in riders from surrounding counties, and position Oshkosh as a hub for outdoor recreation. The UTV community is respectful, family-oriented, and eager to support local restaurants, shops, gas stations, and hotels. This is an opportunity for Oshkosh to embrace a proven tourism driver and keep those dollars local instead of sending them to other towns that are already UTV-friendly.

License drivers only for city limits

Go from one end of town to the other end

The city can't control all of the ebikes zooming all over the place and now you want to add ATV/UTV's to the mix. Not a good idea.

Just saw a wreck near campus with an e bike. Don't need more vehicles that create issues

Allowing ATV and UTV access on city streets is more than just a convenience, it's a way to strengthen community engagement, support local businesses, and promote outdoor recreation. These vehicles are increasingly used by families, small business owners, and outdoor enthusiasts for practical transportation and leisure. By adopting a well-regulated ordinance, Oshkosh can join other Wisconsin communities that have successfully integrated ATV/UTV access while maintaining safety and order. With proper signage, speed limits, and enforcement, we can ensure responsible use while opening up new opportunities for tourism, local commerce, and community events. Let's embrace a policy that reflects the evolving needs of our residents and encourages safe, inclusive mobility. Noise Level Concerns: Modern UTVs are increasingly designed with quieter engines and better muffler systems. Noise can be managed through designated routes, similar to how municipalities may regulate motorcycles. Ordinance can include penalties for modified exhaust systems. Environmental Impact Concerns: Many UTV/ATVs are now EPA-compliant and feature fuel-efficient or electric models. On-Street use reduces the need for trail expansion into natural areas, potentially preserving green space. Compared to larger vehicles, UTV/ATVs have a smaller footprint, and their use for short trips can reduce wear on roads and lower emissions from heavier trucks or SUVs. Traffic Congestion Concern: UTVs are typically used for short, local trips and can help reduce car traffic for errands or recreation. Ordinances can require UTV/ATVs to follow the same traffic laws, including lane usage and speed limits, ensuring safe integration. In rural or semi-urban areas like Oshkosh, traffic volume is generally manageable, and UTV/ATVs can be restricted from high-traffic zones if needed or during certain hours of the weekday.

I think this could be on a T Risk bases and do it for a year and see how it plays out. If the number of complaints are high and they are legitimate complaints and not just someone that opposes this then shut it down. I think you could contact Omro, Winneconne, Monroe, Ripon and other cities in Wisconsin that allow it and see how it works for them. Some people are going to complain just because they can.

No

I support the city exploring a carefully managed approach to ATV and UTV use on certain streets. These vehicles can bring economic and recreational benefits by encouraging tourism, supporting local businesses such as restaurants, gas stations, and repair shops, and providing residents with additional mobility options. However, safety and quality of life must remain top priorities. If permitted, I believe use should be limited to designated routes that connect existing trail systems with local businesses and services, rather than opening every street. This would maximize economic benefits while minimizing disruption in residential neighborhoods. Regulations should include clear speed limits, restricted hours of operation to reduce noise in the evenings, required safety equipment (helmets for ATV riders, seat belts for UTVs), visible lighting, and proper mufflers. A permitting or registration system would help the city track vehicles, ensure compliance, and fund enforcement. A phased or pilot program could allow Oshkosh to evaluate impacts before fully adopting an ordinance. Partnering with law enforcement, rider groups, and local businesses would also help educate operators and promote responsible use. With the right safeguards, limited ATV and UTV access could balance safety with economic and recreational opportunities, helping Oshkosh remain a welcoming and forward-thinking community.

If you think this will bring more rich people to town to spend money, you are a brain dead hick

I come from South Dakota where we can drive UTVs everywhere except the interstate. There is a licensing process but that's acceptable to be able to drive them in town. People spend more on these machines than some people do on a car. They should be treated the same as any other vehicle. License, insurance, plates all of that but let people drive them. There are rust buckets of vehicles on the road if you want to be concerned about safety. Look at all the street bikes if you're one concerned about speed limits. Laws will always be broken but don't limit others by not allowing UTVs

These vehicles are NOT designed for use on paved roads, even the manufacturers say that! And what will happen when you combine that DORA drinking with these ATVs? Oshkosh has an issue with electric bikes on the sidewalks endangering pedestrians and patrons exiting stores and restaurants. Just because other municipalities have allowed ATVs, doesn't mean you have to follow their lead, like lemmings! ATVs/UTVs belong in rural areas on dirt trails, or on properties where their 4-wheel capabilities are needed, NOT on city streets!!

As long as laws are obeyed, safety measures are followed, I do not see any reason ATV or UTV can not share the city roads. Really are no different than motorcycles and definitely safer than the motorized bicycles that see becoming more popular. I've been to other towns/ cities that allow them and have seen few issues.

I fail to see any benefits for having these vehicles on any city streets.

These streets are too congested already, I feel there are already parking problems. Parking lot traffic incidents are already problematic with application of present laws, compared to open public road events. These vehicles need to be registered if operated off of your own personally owned property. They need to be registered AND identified the same as any boat with a motor has to be, if you intend to operate it around other people or their properties. My cars are registered and insured to the hilt! Cause that is what it takes to be the tool I need for my family and operate around this city and local communities with a measure of responsibility. When I need to park most anyplace other than my own driveway/property I am to contact some authority to avoid an extra cost. I have seen the troubles small rural communities are experiencing with this accepted form of vehicular transportation. Prior to accepting this there should be small community (often volunteer) rescue services consulted about the experiences they have had forced upon them since these have been mixing with public transportation, trucking business traffic and plain old neighborhood activities dancing through everyday interaction. Most cases between road noise and motor to be louder than most Harleys. Large power boats on the river, airplanes overhead too..... This city is noisy enough.

I do not feel that ATV/UTV’s should be allowed at all on city streets!

I would suggest talking with EMT’s and police officers from areas that allow such vehicles in there communities about the injuries and property damages that have occurred. This city is noisy enough without such vehicles on the streets.

It’s okay if you live in out townships but not in the city 🗨️🗨️🗨️

No different than driving / riding a motorcycle, probably safer.

I think the limited use of a properly equipped ATV for snow removal on driveways and sidewalks makes sense in our state during the currently designated season, however I do not see a positive to having them on Oshkosh streets for all of the reasons I selected above.

This should NOT be allowed and I can’t believe it is even being considered

Oshkosh is too urban for this ordinance and these vehicles are not meant to drive on city streets

This is a bad idea.

Will they also be able to get a ticket/fine just the same as a vehicle currently allowed on the road? Will they be a "vehicle" and need to follow normal driving rules? Example: come to a complete stop at a stop sign?

Oshoksh is not the north woods. The fact that not a single municipality our size is considering a similar measure to this is very telling. The council members pushing this measure who stand to profit from approving it should recuse themselves, as this is an apparent conflict of interest. There is a difference between urban/suburban and rural. Living on Bowen, which is already prone to having approved vehicles (sports bikes and cars) at high speeds and engines revving, I can only see this proposal as a massive negative. A simple YouTube search of urban ATV riders is enough to show the negative impact on the overall quality of life that the approval of this proposal could open the door to. Would every rider be a problem? No. But the potential of adding even a percentage of bad actors through this proposal is enough to recognize that some things do not belong in a city of our size. The stated goal is to bring in more tourists' money; tourists, by nature, are not invested in the quality of life of a community in the same way that residents are. Trailer your ride. Go up north, where there are actual trails to enjoy. Want to bring these dollars into the city? Create a designated trail system for them.

I have a street legal UTV licensed in another state that allow them on the roads. Yes, I pay for registration every year and insurance. And follow the rules of road just like with my other vehicles. It is much safer then scooter, bike,moped,ect.

If done with safety and accountability in mind, I truly think this could be great for the city!!

This will benefit Oshkosh

Please do not allow this to pass

This allows people to operate vehicles that do not meet highway safety standards that autos must. It also makes it easier for people to evade police while drunk driving.

The city has a lot of rural areas that could be open. Would not need to be in the heart of the down town.

This is silly and completely unneeded

At the same time or prior to enacting ordinances regarding atvs/utvs, the city should also consider what if any ordinaces, regulations, etc. need to be enacted regarding use of e-bikes, electric scooters, etc. on city sidewalks, bike paths/lanes, and streets.

Just want to say the survey was well written. Nice work.

The city will do what it wants to.

Don't allow it.

I have owned and operated ATV/UTV's and understand they don't need to be on city streets. People have a hard enough time looking out for bicycles, motorized bicycles and scooters, and pedestrians. Take care of those issues first to make the city streets safer.

I would not allow ATV's and UTV's on city streets. You would be starting down a dangerous path by allowing this.

Please don't do this.

I don't feel too strongly about whether or not they should be allowed (maybe slightly lean toward not allowing) – but if they do end up being allowed, then I DO feel strongly about ensuring they are properly regulated. I'm not sure how well equipped our police force is to handle enforcement either (I think it's been a bit short staffed lately?), so that should be another consideration as well. Additionally, they absolutely should not be allowed on sidewalks or bike paths. I feel very strongly about that.

Create trails!!!

We would love to see utv's allowed in the City limits. We could go out to eat more often.

Let’s get it done already

There is absolutely no reason for ATVs to be on city roads. If we want to increase transport accessibility add funding to the bus system!!!!

Traffic is terrible already why add more issues to the problem.

There needs to be language that defines users, to prevent roving gangs of cruisers that will bring massive amounts of negative attention to this proposed change. The differentiation needs to be spelled out very well.

Has anyone looked at rates for auto insurance when something like this is allowed? It seems like there could be an increase, due to potential increases in liability for injuries to those in less structured vehicles. I would be curious to know if there have been any studies on this conducted.

none

I wouldn't make it a requirement, but I highly recommend advising ATV/SXS owners install turn signal and horn kits to improve safety during road use

I would be in favor of allowing limited use of ATVs/UTVs on city streets near the lake for use by ice fishermen to be able to park, unload their machine and travel a short distance of a block or two to access the ice. This could also include special events such the Otter Street Fisheree and Battle on 'Bags Winter edition. By doing so, it would remove the need to park on the ice which has at times been a safety problem.

Just allow it, small business will benefit from it, just like every other city that allows it. City will see huge benefits from registration fees, and licensing.

We also need some regulation for electric bikes and scooters. We have many people using them for transport without paying attention to stop signs, stop lights, etc

Personally not a good idea to allow atv/utv’s on the roads. Will create more problems. As mentioned if there was an actual trail system and to get from one section of trail to another then in that case I could see it as a benefit.

We have witnessed firsthand the great majority of these drivers to be defiant as far as any rules of the road! The local police officers are busy enough without trying to chase down these often reckless and rogue atv and utv drivers!

None

Its bad idea!

People have enough problems with their driving’s let alone having to deal with a atv on the road with them

We really need to allow ATVs and UTVs on the city streets of Oshkosh.

Should not be allowed

ATV/UTV owners are in favor so they don’t need to trailer to the lake. No economic impact will occur. There are already issues with these vehicles around the community and it’s very hard to enforce the violators.

Great addition to Oshkosh

I think it would be great

What's next? Go-carts?

I think it should be limited to (2 seater min) SIDE by SIDES / UTVs with lights and turn signals

This is an insane proposal! I am very pro-powersports and greatly enjoy using them for their intended purposes but there is zero reason to allow them on city streets when we have no trails in the area. I am completely unable to wrap my head around the idea that this will "bring tourism" and "help the economy" when there's literally no reason to ride them in this area. So people are going to trailer their units to the city, unload them and ride around to our various restaurants and bars? Let's call a spade a spade, ATVs/UTVs would be bar hopping vehicles for locals, with drivers thinking they aren't really drinking and driving because it's not a car/truck.

Please do not allow this. There will be a large increase in the incidence of speeding, OWI and reckless driving. Additionally, there will be increased nuisance noise. The cost to the city of increased law enforcement complaint responses will be proportional.

.

Allow them. They are registered and licensed, and use fuel which pays into the general road fund.

this is a bad idea

We have inadequate accommodations for bicycling in the city. I'd rather see efforts to improve this situation and to encourage the use of bicycles for recreation and as a viable form of transportation.

NA

We have too much traffic already, without adding these vehicles.

I think this would be good to pass. Taverns, restaurants and other shops could benefit from people coming to town and from residents.

Open them up you will increase the sales of UTV/ATV you will also increase local buisness revenues riders able to access lodging, gas and food you can always close them if they were to become a major issue. Which they are not municipalities have them open all over the state of Wisconsin

I do not believe atv/utv should be on the streets of oshkosh. They sre a recreational vehicle. The city streets are not recreational trails. There are no trails that intersect with the city streets. Up north there are trails surrounding the cities that lead into the city. Not appropriate for Oshkosh streets. Safety of our streets would be severely compromised.

We already allow golf carts that are registered with the state. Those are not even close to being as safe as a utv/atv. The fact that most surrounding areas already allow them and dont have problems sould speak volumes.

I've been a homeowner in OshKosh for over 20 years. I've seen an increase in road rage in the city. We can't even take care of e. Bikes, and you want to put atvs on the street. The moment that happens, I'm selling my house.

If we want increased tourism we would need to couple access to city streats with a network of quality off road trails. No one will choose Oshkosh as a UTV destination without great trails. Thinking someone will trailer a UTV/atv here to just ride on city streets is nieve. Look to Bentonville, Arkansas for inspiration on combining trail access and public works. They have transformed their town into a mountain biking destination by combining both.

None

Would love to see Town of Algoma streets opened up

Very bad idea,

This is a bad idea.

I believe atv/UTV being allow to atleast get to certain destinations, like the lake for ice fishing etc. would be a great opportunity to free up parking on the city streets around the launches. No more trucks and trailers clogging up the roads. I also believe that you should be able to ride on non marked routes atleast to get to the designated route at the very least.

If the Wisconsin Dells can do it there is no reason we can't

ATV/UTVs being allowed on Oshkosh streets is ridiculous. The rationale that it will bring more tourist dollars makes zero sense. No one is riding a ATV/UTV to downtown Oshkosh.

I don't think they should be allowed on frontage roads or in roundabouts if feasible, those areas are congested and people are not as careful as they should be.

There's no reason they need to be allowed in the city of Oshkosh.

I live west of Oakwood road. I would purchase an atv if this goes thru. It's a great idea following several other communities in Wisconsin.

Usage does belong in the city ATV/UTV are meant for rural areas. I would be ok with like the town of Algoma, Vindland , etc..

I can't think of anything more unnecessary than this.

They do not belong on city street they are not made to be on city streets and will cause issues if allowed. They are recreational vehicles not daily driven vehicles like a car or a truck or motorcycle they are made for trails and if put on city streets it will be a problem seeing there are to many vehicles and accidents as it is.

Limit time and where they can be used.

If we were a smaller city and more country, ex. Omro. Then it may be a good idea. But our city is growing and becoming fast paced and lots of impatient and inconsiderate drivers. I feel it would be unsafe mostly for our ATV riders but for everyone.

City streets are already congested, no need to make it worse.

Don't do it. We are not a atv/utv trail town. It's a very stupid idea.

If you thought e-bikes were bad, wait until it's ATVs screaming up and down streets all hours of the day because we all know nobody will enforce any of the related laws.

It is an overwhelmingly unnecessary safety hazard and will cause issues for people already using the roads

This is a horrible idea, the worst thing Council has ever come up with.

Keep it out of the city. The townships can allow it if they want.

I don't believe they should be allowed on trails or sidewalks unless engaged in plowing. I would be much more supportive of electric ATV/UTV use due to significantly quieter operation, but I know they're not that common yet.

This is a dumb idea from a fringe group within the county. Stick to the real issue... EPSTEIN! ;-)

So often the drivers of these vehicles are under the age to be licensed. Operating off-road does not require the same level of knowledge and decision-making ability that driving in traffic involves for the safety of all.

If this is passed, expect to see higher drunk driving cases and injuries because of it.

Are you out of your flippin minds? This isn't Dale, there's 70,000 people here. I've never in a million years thought someone in a city would actually think this is a good idea. Tourism?!?!?? Ha, more like another way for people to drive from bar to bar.

I am wholeheartedly opposed to this idea. We should not allow ATV/UTV usage on city streets or sidewalks, or even in our parks! This will congest our streets and parking, lead to dangerous crashes--endangering the drivers and our children-- and the noise and tendency for reckless 'off-roading' (the true purpose of these vehicles) will severely disrupt the numerous musical festivals for which Oshkosh is known!

I've heard talk about UTVs being allowed on bike paths and sidewalks - I'm against that option! UTVs should only be on sidewalks for snow removal - not transportation.

Strongly oppose

Terrible idea. Kids on ebikes and escooters already are getting hit. There's no way to regulate atvs especially with underage and unlicensed drivers.

This is a terrible idea, and won't benefit Oshkosh at all as we have no actual ATV trails around.

No operation on main thoroughfares... 20th ave, Jackson/Oregon, Main or any road with a posted speed limit above 30mph

Don't do this. The noise pollution alone should stop you from even considering this. On top of all the drunk driving that's going to happen. Makes no sense.

How many people have been killed in ATV vs Truck/Cars on county roads since surrounding counties legalized it?

This is stupid

There are trails for this use them Just as cars are for the roads Already a problem with kids on e-bike riding all over not following rules.

ATV/UTVs DO NOT belong on city streets. They belong on private land and marked trails.

I believe these recreational vehicles are fairly sinilar to a Japense normal truck. I think if these are equipped with the proper safety this would be a good alternative for younger drivers. I do worry about the reckless driving (I have been hot twice with serious injuries riding a bicycle in the city and vehicle drivers were at fault.) I would strongly prohibit these atv and or utv on trails or sidewalks. I think those are already crowded.

Don't allow this

This is a terrible idea and will only lead to problems.

This would be a horrible mistake.

I think it's insane to even consider allowing these. They are incredibly dangerous. One head-on or side-impact collision, and all the UTV passengers would be in grave danger. This is so dangerous, please don't allow it. Please focus on improving public transportation instead.

HORRIBLE IDEA

There is no need for them within the city

almost as dumb as the recent .5% sales tax increase initiative

Snow removal is imo the best usage for these within a city setting. The city should work on expanding it's public transit options and increasing the efficacy of bike routes instead of pursuing this.

Police departments are not able to keep up with enforcing/don't want to enforce laws for motorcycles. If we allow atv's on city streets, what makes you think any laws will be enforced upon them?

Wheel tax

Flat out NO! They will be just another object to look out for while driving

Stunts? Straight to Jail, ATV impounded.

This is ridiculous to even think of. You would benefit a few such as ATV sellers in Oshkosh and people who want to drive around barhopping in their ATV.

We are not a north woods community. There is no need to have these types of vehicles on our city streets. Has any study been done for the economic impact for these few businesses that are requesting this?

Many potential benefits presented are related to the winter season when ice is present. Please consider a seasonal ordinance that would allow the increased access to the lake during these times only.

Check with other cities in the area that've passed laws allowing ATV usage on city streets to see what the impact has been economically and if they've had any increased police issues.

This does not sound like a beneficial consideration. There are far many more cons than pros and there does not seem to be a correlation to how opening up ATV usage would increase tourism. Also, are we suggesting that the idea of "tourism" (probably defined as people going into more businesses) is worth it so the average citizen can be burdened by noise and pollution of ATVs so businesses owner can make more revenue? It seems like a ridiculous proposition at the very least.

This is a horrible idea. ATVs on sidewalks is only asking for more accidents.

People don't pay attention to motorcycles, how fast will it be before someone is hurt or killed on anUTV/ATV

No

Let me get this straight: you want to ride a vehicle that's essentially a glorified lawn mower with wheels, onto a road where cars are zipping around and people walking? That's not just irresponsible, it's negligent. But hey, I am no expert. As a nurse who has seen firsthand the devastating consequences of ATV/UTV accidents in my rehab work, I strongly believe that ATVs/UTVs have no business being on public roads. If this ordinance is passed, let's make sure to require license plates, insurance, helmets, and a test for licensed operators - after all, safety should be a top priority. And to ensure that people don't think they're above the law, we should also increase police patrols on our roads to monitor for reckless behavior. To be honest, I'm not optimistic about the success of this ordinance. But one thing is clear: if it does pass, it will likely result in an increase in hours for nurses like myself as we treat the countless injuries sustained by people who ride ATVs/UTVs recklessly.

Do not allow them to be on the streets or our sidewalks.

I believe this is a great way for transportation!

Oshkosh is no little tourist town up north. Traffic in Oshkosh can to challenging at certain times of day and certain areas of town. You would not be able to control where or who is using these ATV's once you choose to allow them on our streets. This will be a big problem. Also take a look at the EBikes going 25 miles per hour on the sidewalk. I already know people who have been injured. Oshkosh roads are not country roads!!!

ATVs and UTVs are recreational only and should be used on recreational trails designed for such vehicles. They also should not be allowed on sidewalks and walking trails unless removing snow. We live in a city, not in a recreational park.

None

None

If you would require a permit to use them in oshkosh. That money could be put back into road repairs.

If they can keep up with the speed of autos, are visible, and aren't any louder than redneck, giant maga-flag flying pick ups, then go for it. Who, cares.

It seems like a bad idea and the police seem to have a hard enough time regulating regular vehicles that operate recklessly and disruptively.

I'm not sure the city can handle the current e-bike situation, pedestrians almost getting hit, bikes zooming in and out of traffic, on the roads and then suddenly on the side walks, and now we want to throw UTVs into the mix? I own a UTV and live in the city and would not drive in town. The amount of people that have nearly crashed into me, or blown red lights, or don't understand roundabouts, or are going 50mph up and down Jackson consistently, and they feel the need to add an additional type of motorized vehicle to a CITY, not a town. Terrible idea, let's handle the problems we ALREADY have instead of adding more. Of course there will be rules in place, just as there are for cars and trucks, and how well do the residents of Oshkosh follow those well established rules? The same car goes past my house every night at 1130 speeding, not stopping at stop signs, no muffler, music blaring. Several people have called in this individual, yet nothing has ever come of it. People are going to disregard their neighbors and the rules, it happens all the time.

Seems like a fine idea on city streets, if they have appropriate lights and can go the speed limit, why not?

This might work someplace north of crivitz..not here

No

Strongly believe it would enhance business downtown

I believe this is a solution looking for a problem. The City Council should be looking for and assisting our new City Manager to build a better Culture for the city Staff as well as lead the charge for efficiencies on the administrative side of the house. The City Council should keep its hands off and out of the legislative side of the house including not removing the second reading for new/changing ordnances. This ATV/UTV lines up perfectly with the other foolish things this current City Council is doing. Wasting time, money and resources. Terrible business practices!

This is a terrible idea. Oshkosh is not built or set up for this

Lived in Oshkosh for 25yrs and now live in Green Lake County. I still work in Oshkosh daily. We have ATV/UTV usage where we live and it's been going very well and supported by most residents.

There is no good reason to have this in place. We dont even have safe bike lanes because drivers are careless & distracted.

Don't allow any ATV/UTV, or other new tires of vehicles, on city streets until you get the electric bicycles properly regulated. These should be registered and regulated by government to stop the crazy behavior of drivers off the e bikes. I own one and would gladly pay a registration

fee to allow some control of the people abusing how these vehicles are being used.

Great idea, they are safer than motorcycles and saves me money on gas. I could access the lake without parking trailers all the way down merrit st

You can't enforce motor vehicle rules in this city regarding reckless driving, speeding, and vehicles with excessive noise whether it's an aftermarket exhaust or no exhaust. Much less keep these e-bikes off of sidewalks or weaving through traffic.

The drivers now might actually have to slow down, people in cars are speeding everywhere way to fast. Might help

Its a great family hobby. We always support local businesses when out on a ride.

I personally have no problems with ATV's/UTV's being allowed on city streets. I just feel they should need to follow the same laws as cars and trucks. They should also be equipped with equivalent safety equipment.

Don't let it happen

There are no off road trails for ATVs in Winnebago county. There is no reason to have ATVs on city streets without off road trails.

There are no UTV/ATV trails anywhere around Oshkosh for recreational use. There is no reason they need to be used in and around town on city streets. Oshkosh already has too many rules and regulations that aren't enforced & not enough police coverage to deal with all the problems. Bike paths are already unsafe with the way people drive around this city, not to mention the accidents and problems with the roundabouts.

Absolutely should NOT be allowed

I do not agree with the "allowed on sidewalks if a snow plow is attached" proposal because I think it will be abused and riders will travel at speed on sidewalks when there is no snow, rendering sidewalks unsafe for the pedestrians which they were meant for. I really don't see the advantage of ATV/UTV usage, other than an attempt to circumvent the laws and infrastructure that's in place to help keep everyone safe, all in the name of trying to make a few bucks.

please don't let atvs and utvs operate on city streets!

None

Our city is busy and I don't see what benefit these vehicles would bring. They are typically meant for off road recreation.

ATV/UTV's are excellent tools for property owners. I don't believe they need to be exercised over the roads in the city of Oshkosh. The risk outweighs the rewards.

This is an absolutely horrible idea. By trying to "increase tourism" it is being done at the cost of the people living here. We barely have a handle on electric bicycles, we should not be adding more problems to our traffic when we haven't solved the ones we have. This is something that belongs in rural areas, not a City. I lived in Philly previously and while I don't know the legality to the ATVs/UTVs that were on the road, but I can say they were a problem. 10/10 times they were being used to drive recklessly. Do not do this.

Obviously not for the downtown area but everything west of the Hwy 41 should be allowed and places North and South

Community should support communicating well with each other, introduction of these off-road toys into city streets helps isolate common everyday citizens (some can't afford a private transport unit and insurance) from those that are blessed to benefit from this poor decision. This city is already losing most of it's historic greatness, I hope the wonderful citizens in this city don't get this decision rammed into their neighborhoods.

Please don't allow them

There is no basis for this. It will take police away from other enforcement activities, which are of a much higher priority. (think drugs, prostitution, etc.) To think ATVs won't impact police resources is absolutely stupid and naive. The Council should not be second guessing the Police Chief.

I believe it has a lot of potential good benefits to using them in the city. The make getting around the city much easier

They don't belong on roadways

When we're walking around downtown Appleton. Green Bay. Etc. at no point have I ever thought "gee. Sure could use some atvs down here". Who's idea was this?!?!

I would like to have them used on side streets only keeping them off the main throughfares.

Vote no, we don't need the problems associated with these vehicles in Oshkosh.

-

I've traveled to numerous cities with atv utv ordinances I don't see any problem its just like a cad and no louder than a Harley Davidson

I don't see any benefits of atvs/utvs on city streets.

All streets and roads open could benefit all small businesses in Oshkosh.

Huge economic plus for the city of Oshkosh. UTV is the future.

No

Let's focus on keeping tourism dollars in Oshkosh not leaving the area every weekend or vacation.

4 passenger UTV's are as big as a car nowadays, yet don't pay any kind of registration fees like autos. It's time to treat ALL UTV's as autos...same fees & requirements.

Atv/Utv should be allowed.

Why why why is the city considering this?

Support your businesses and pass this please!



All-Terrain Vehicles and Utility Terrain Vehicles

[State ROW Permits](#) | [ATVs/UTVs](#)

[Registration](#) | [Ordinances](#) | [Route definition](#) | [Routes on state highways](#) | [Merrimac Ferry](#) | [Trails](#) | [Route and trails crossings](#) | [ATV route sign permitting](#) | [Special signing](#) | [Signing FAQs](#) | [Contact](#) | [Safety](#)

Introduction

Wis. Stat. s. 23.33 allows all-terrain vehicles (ATVs) and utility terrain vehicles (UTVs) to operate on a state highway in certain cases, which are detailed in sections A - C below. An ATV ordinance must be enacted by a municipality and/or county before operation may occur. *For the remainder of this webpage, ATVs and UTVs will be labeled collectively as ATVs.* Since ATVs are not allowed to operate on interstate highways, none of the information on this webpage applies to interstates.



Photo courtesy of the Wisconsin ATV Association

ATV registration

All ATV registrations are handled by the DNR – not WisDOT. Go to the DNR's [website](#) for more information.

ATV ordinances

WisDOT does not have approval authority of local government ordinances, nor can WisDOT offer legal advice on how ordinances should be written. WisDOT only reviews ATV ordinances prior to processing traffic signing permit applications for ATV routes to verify that a town, village, city or county has referenced the appropriate section(s) of s. 23.33 as detailed in sections A - C below.



The Wisconsin DNR does have sample ordinance language in Appendix A of its publication [ATV Route Guideline and Suggestions \(A Community Official's Handbook\)](#). If necessary, consult your local government's corporation counsel or legal representative for advice.

ATV routes – definition

ATV routes by statute are on the roadway portion of a highway and not the shoulder or other parts of the right-of-way (ROW). A roadway is defined in Wis. Stat. [s. 340.01\(54\)](#) as the, "portion of a highway between the regularly established curb lines or that portion which is improved, designed or ordinarily used for vehicular travel, excluding the berm or shoulder." On a 2-lane rural highway, the "roadway" is the area between the fog lines (white lines) as shown in picture (1). In an urban area, it is the area between the curbs in picture (2).

(1)



(2)



► It is important to understand that a roadway is not an ATV route until there is an enacted ordinance and the roadway is signed/posted according to law.

ATV routes on state highways

The following information is divided into three sections based on current Wisconsin statutes.

A - ATV route designation on state highways

A town, village, city or county may enact an ordinance under Wis. Stat. [s. 23.33\(8\)\(b\)1.](#) to designate a highway not under its jurisdiction as an ATV route. In this case, ATV operation on a [state highway](#) or [connecting highway](#) is allowed only if WisDOT approves the route. WisDOT's approval consists of an ATV route order that is issued for the designated segment of state or connecting highway. WisDOT will review an ATV ordinance to verify that the termini of the designated route is what WisDOT and the municipality or county agreed upon prior to issuing the route order.

B - ATV operation on state highways with speed limits of 35 mph or less within municipal boundaries

A town, village or city may enact an ordinance under Wis. Stat. [s. 23.33\(11\)\(am\)4.](#) to authorize the operation of ATVs on a highway that has a speed limit of 35 mph or less and is located within the territorial boundaries of the town, village or city regardless of who has jurisdiction over the highway. In this case, ATV operation on a state highway is not subject to WisDOT approval.



WisDOT will review an ATV ordinance to verify that the statute language “authorize the operation” has been used correctly instead of the term “designated.”

Much of the state highway system operates with speed limits over 35 mph, and these higher speed highways remain off-limits to ATV use without approval from WisDOT. Unless speed limits are set initially by state statutes, all speed limits in Wisconsin must be established through an engineering and traffic investigation, including further modifications that lower or raise speed limits to meet other statutory speed limits. Anyone interested in how speed limits are established is encouraged to view WisDOT’s [webpage](#) on the topic.

Note: Under [s. 349.11\(11\)](#), local authorities may post speed limits on highways under their jurisdiction that only apply to ATVs and UTVs that are lower than the speed limits imposed under s. 349.11 or [s. 346.57](#).

C - ATV operation on state highway bridges 1,000 feet or less in length

Under Wis. Stat. [ss. 23.33\(4\)\(d\)3.b.](#) and [11\(am\)3.](#), ATVs may be authorized to operate on the roadway or shoulder of a highway to cross a bridge 1,000 feet or less in length that is located within the territorial boundaries of a county, city, village or town, regardless of who has jurisdiction over the highway, and only if a county **and** a city, village or town **both** enact ordinances that apply to the bridge. In this case, ATV operation on a state highway bridge is not subject to WisDOT approval.

Under the law, ATVs must exit the highway as quickly and safely as practicable after crossing the bridge. WisDOT defines this as the first available road designated as an ATV route on either side of the bridge that is not a dead end, or an ATV trail on WisDOT ROW that is established after crossing the bridge in which ATVs may use. A bridge is defined as a structure (bridge, box culvert, etc.) more than 20 feet in length over a navigable waterway, highway or railroad. See Wis. Adm. Rule [Trans 212.02\(2\)](#) and [pages](#) from WisDOT’s Structure Inspection Manual.

WisDOT reviews both municipal and county ATV ordinances developed under the two bridge statutes to verify that:

- The ATV route has the appropriate termini on each side of the bridge (the first available road or ATV trail as described above) and that both ordinances mention the same roads or trails.
- All five items listed in s. 23.33(11)(am)3.(a)-(e) are also included, which is required by the statute.
- The statute language “authorize the operation” has been correctly used instead of “designated.”

The term “jurisdiction” in sections A - C above refers to maintenance jurisdiction instead of the ROW (fee title) owner or highway easement owner.

ATVs using the Merrimac Ferry



WisDOT policy is to only approve small segments of the state highway system as ATV routes to assist with local ATV route continuity and when it does not adversely affect the safety, operability, mobility and maintenance of the highway. Currently, there are no continuous local ATV routes in the Town of West Point in Columbia County or the Village/Town of Merrimac in Sauk County that warrant approving state highways 113 and/or 188 in Columbia County, including the ferry, as an ATV route. Therefore, ATVs are not allowed to use the ferry.

ATV trails on state highway ROW

WisDOT may permit an ATV trail within state highway ROW if sufficient space is available and it would not adversely affect the safety, maintenance and operation of the highway. A [DT1504](#) permit is required and a municipality, county or other governmental agency must be the applicant. Permit requirements are listed in [HMM 09-10-11](#), section 6.3. Go to the [state highway connection permits](#) webpage for more information on the permitting process.

ATV route or trail crossings of state highways

Generally, ATV operators should look for existing driveways, local roads and permitted trail crossings when crossing state highways. This offers the safest path, and it is always the best practice for operators to plan ahead and know locations of legal crossings along their route. Below you will learn more about what to look for and also where there may be some exceptions.

The law and roadway crossings

Wis. Stat. s. 23.33 establishes many requirements for ATV operators including how to cross any type of roadway. At any location where crossing the roadway with an ATV is legal, and no obstructions such as curbs, a raised median, or fence prevent a safe and quick crossing, [s. 23.33\(4\)\(d\)1.](#), requires the operator to:

- Stop completely prior to crossing,
- Yield to all pedestrians and vehicles of any type using the roadway, and
- Cross in the most direct manner possible.

While the law covers operator *behavior*, it does not establish the rules about *where* roadways may be crossed. Those issues are dealt within the highway-related statutes of Wisconsin law. In general, the authority charged with maintaining the highway controls where drivers and people can enter and exit the roadway, including to cross. For town roads, village/city streets, and county highways, the town, municipality, or county will control access to the roadway. State highways are regulated and controlled by WisDOT, which is charged with establishing and maintaining the state highway system.

WisDOT sometimes owns the rights to enter the highway from lands, and often controls access to state highways under Wis. Stat. ss. 84.09, 84.25 and 84.295. It is illegal to enter and cross one of those highways except at an authorized location.



Identifying a safe crossing

Most ATV operators may not know what access restrictions are on state highways. So WisDOT and DNR have developed some basic guidelines to help ATV operators legally cross state highways in the safest manner possible.

- *Look for existing driveways, local roads, and permitted trail crossings.* These locations have been authorized by WisDOT. Driveways and road/street/trail connections are reviewed by WisDOT staff for engineering standards such as spacing and proper sight distance. It is better for ATVs to cross at these authorized locations versus other locations, especially on 55 mph highways with high traffic volumes. Motorists expect vehicles to enter and exit the roadway at these known access points. ATVs (and snowmobiles) crossing at unauthorized locations have a higher likelihood of being involved in a serious or fatal crash.
- *Crossing at non-driveway or road locations.* WisDOT understands that ATVs operated by farmers, surveyors, utilities, etc., will need to cross a state highway at a location other than a driveway or road to get from one field to another or from one side of the highway to the other. As long as there is low-volume traffic, sufficient sight distance, and no damage done to the ROW, WisDOT will not take steps to prevent these crossings. When safety and highway maintenance are compromised, then WisDOT will take action to block ATV access and seek law enforcement assistance if needed.

Operators' role in protecting public assets

In addition to reducing the risk of a crash, another important reason for ATV operators to cross state highways at existing driveways, local roads, and permitted trail crossings is to minimize highway ROW damage. When ATVs destroy vegetation or cause rutting, it may lead to embankment erosion and clogged ditches. If ATVs deposit loose gravel and dirt onto the highway surface, it may lead to safety issues, especially for motorcycles.



On the right are pictures of illegal crossings and the resulting damage. If the operator(s) responsible for the damage cannot be found, then taxpayer dollars must be used for repairs, which reduces funding that could be used to perform regular highway maintenance. If the operator(s) can be identified, then they may be liable for up to three times the cost to repair the damage under Wis. Stat. [s. 86.02](#).

For everyone's safety and well-being, WisDOT recommends that ATVs cross state highways at existing driveways and road/street intersections.

Are permits needed for ATV crossings?



WisDOT permits **are not required** in the following situations because vehicular crossings already exist:

- At town, village, city or county road crossings. For example, ATV routes and trails crossing state highways.
- From a driveway on one side to a local road on the other side (or vice-versa).
- From a driveway on one side to a driveway on the other side.

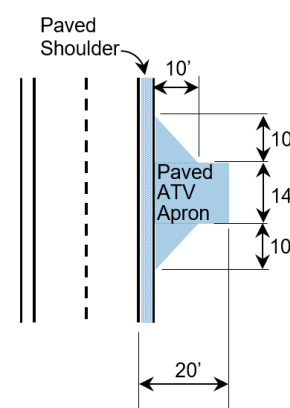
WisDOT permits **are required** in the following situations:

- Where no current vehicular crossing currently exists. For example, a new trail crossing from public/private property to public/private property.
- At a T-intersection where a new trail on public/private property would cross a state highway to a local road.
- Fixing or making improvements to an existing trail connection.
- Any time excavation, work, or improvement installation occurs in the ROW

WisDOT will require installation of a paved apron where an ATV trail connects to the roadway of a state highway. An apron is needed to prevent maintenance issues such as gravel or mud deposits on the roadway surface and to reduce the risk of damage to wing blades when plowing snow. WisDOT may waive or temporarily suspend this requirement if appropriate.

A detail drawing will be required as part of the permit. An example is provided showing typical apron dimensions. These dimensions may vary depending on topography, geology, and other local conditions. Consult with WisDOT for apron requirements in areas that have curb and gutter.

ATV Paved Apron Detail



ATV route sign permitting



ATV route signs are required on state highways in order for ATVs to legally operate on them. A traffic signing permit is also required from WisDOT. The application [form](#) may be filled out by a local government elected official or employee, or a county highway department may fill it out for the local

government. **Send the completed permit application to the [transportation region office](#) along with a copy of the approved ATV ordinance(s).**

The permit application must include a map or sketch showing the general location of the signs. Once approved, the permittee orders the signs and related materials. County highway departments typically install signs on state highways since they have expertise with the [Wisconsin Manual of Uniform Traffic Control Devices](#) (WMUTCD) and install many WisDOT signs. A municipality may install the signs or hire a licensed contractor with WMUTCD expertise upon prior WisDOT approval. All signs erected must comply with the WMUTCD.



Special ATV route signing



Under Wis. Stat. [s. 23.33\(8\)\(e\)3.](#), a town, village, city or county may erect a sign on any highway that crosses its territorial boundary to alert motorists that all highways under its jurisdiction have been designated as ATV routes. On state highways, WisDOT approval is not needed, but a traffic signing permit is still required. The D11-10A sign — similar to the one shown on the left — may be used. The sign size on state highways is 36" x 36." WisDOT will review a town, village, city or county ATV ordinance to verify that it has designated all of its roads as ATV routes prior to granting permit approval to erect the sign on a state highway.

Smaller sign sizes may be used on local highways. A white sign with black letters (regulatory sign) may also be used as shown on the right. Consult the person in charge of road maintenance or a county highway department for more information on local road signing.



It is important to understand that these signs only apply to town, village, city or county roads **under its jurisdiction** — not all roads within a municipality or county. For example, a sign with the message, "ALL ADAMS COUNTY ROADS ARE ATV ROUTES EXCEPT AS POSTED," only applies to county-maintained roads — not all town, village or city roads located within Adams County. ATV routes within those jurisdictions would require separate signing at their boundaries.

If the D11-10A sign is used, a "NO ATV TRAFFIC" sign (R5-51) may be displayed on any highway where ATVs are prohibited. Since it is a regulatory function, a white sign with black letters must be used. An example is shown on the right. The size on state highways is 24" x 24."



Note: The R9-16 sign shown on the left was recently approved for use in the Federal MUTCD on 12/19/23. WisDOT is reviewing the updated MUTCD to determine which revisions will also be implemented into WisDOT's MUTCD. At this time, however, the sign cannot be used on Wisconsin highways.

ATV route signing - Frequently asked questions

WisDOT has received many questions regarding ATV route signing both on state and local highways. To guide local units of government and ATV clubs on appropriate ATV route signing, this "frequently asked questions" webpage has been established. As more questions are asked of WisDOT, the questions and answers will be posted.

1. Do local units of government have to follow the WMUTCD for ATV route signing?

- A. Yes, the WMUTCD must be followed on all state and local highways. Per Wis. Stat. [s. 349.065](#), local authorities shall place and maintain traffic control devices upon highways under their jurisdiction to regulate, warn, guide or inform traffic. The design, installation and operation or use of new traffic control devices placed and maintained by local authorities after the adoption of the uniform traffic control devices manual under Wis. Stat. [s. 84.02\(4\)\(e\)](#) shall conform to the manual. After January 1, 1977, all traffic control



devices placed and maintained by local authorities shall conform to the manual.

2. Why is it important to only use signs that are recognized in the WMUTCD?

- A. It provides consistency for all motorists that travel on all highways throughout the United States. Homemade signs may be hard to read or confuse some motorists. Most importantly, these signs may not be deemed as official if their validity was challenged in court.



3. May the ATV/UTV word signs or ATV/UTV symbol signs shown in pictures (1) or (2) be used on state or local highways?

- A. No. Neither one of these signs is recognized in the WMUTCD. Only the D11-10 sign in picture (3) may be used. It is also applicable to UTVs.

(1)



(2)



(3)



4. May an ATV route sign be erected on the same post as a STOP sign?

- A. No. It must be on a separate post. No other sign should interfere with the regulatory importance of a STOP sign. Mount ATV route signs on their own post — not on an existing sign post, utility pole, fence post, etc.

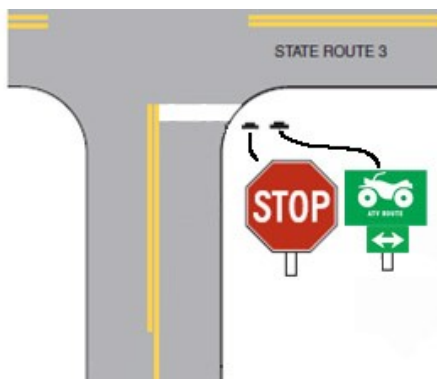
5. May an ATV route sign be placed next to a STOP sign?

- A. Yes. See diagram (1) below.

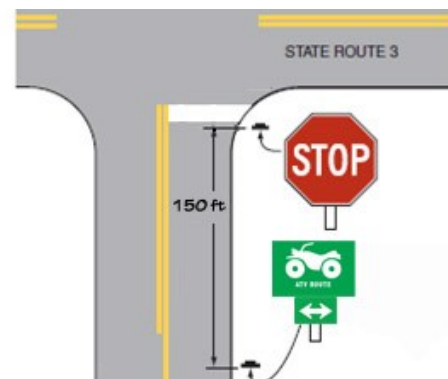
6. How far in advance of a STOP sign should an ATV route sign be placed?

- A. 150 feet. See diagram (2) below.

(1)



(2)



7. What is the offset from the edge of pavement that an ATV route sign should be placed?

A. See question 9.

8. What height should an ATV route sign be placed?

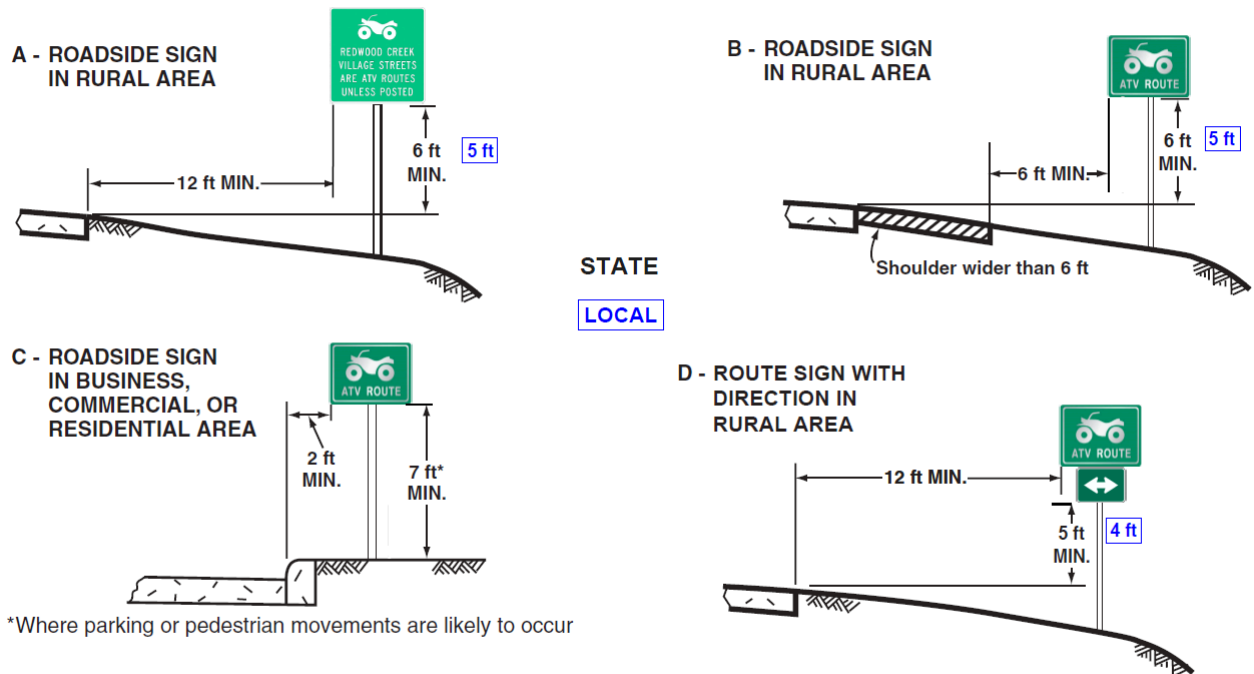
A. See question 9.

9. What height should a ATV route sign with an arrow assembly be placed?

A. For questions 7-9, see the diagrams in Figure 2A-2 below (amended from the Federal MUTCD).

Figure 2A-2. Examples of Heights and Lateral Locations of Sign Installations

Note: Height and offset tolerance is $\pm 6.0"$



Exception: On conventional roads in areas where it is impractical to locate a sign with the lateral offset prescribed by Section 2A-19 of the 2009 MUTCD, a lateral offset of at least 2 feet may be used. Minimum of 3 feet is preferred on rural roads due to snow plowing.

Signs are to be mounted so as to project 1" to 1-1/2" above the top of the post.

In the picture below, the ATV route sign is placed too low and may pose a hazard if struck by an errant vehicle or motorcycle. The sign must also be placed on its own post.



10. May the ATV symbol be used on an ATV speed limit sign?

A. See question 11.

11. May an ATV speed limit sign have green letters on a white background?

(1)



(2)



(3)



(4)



A. No for questions 10 and 11. The ATV symbol is only recognized in the WMUTCD for guide signs (white lettering on a green background). A speed limit sign is a regulatory sign. It must have black lettering on a white background. The correct design for an ATV limit sign is (4) above.

12. Where does the D11-10A sign need to be placed, i.e., at a municipal or county border, or at the beginning of the ATV route?

A. Near the border. Under Wis. Stat. [s. 23.33\(8\)\(e\)3.](#), “[a] town, village, city, or county may erect a sign on each highway that crosses its territorial boundary in a position to be viewed by motorists **as they enter the town, village, city, or county.**”

13. May a town, village or city install ATV route signs on a county road?

A. Maybe. The maintaining authority of the highway decides who erects ATV route signs on its roads.

14. Do I need a permit to put up ATV route signs?

A. On state highways, yes. The WisDOT region office will issue the permit. On municipal and county highways, contact the maintaining authority of the highway.

15. If a route on a local road continues straight at an intersection with a state highway, can you just erect the up arrow, or do you need an ATV route sign and the arrow?



A. While an ATV route sign in addition to the up arrow is preferred, on local highways the up arrow by itself would be adequate. On a state highway, the arrow cannot be by itself.

16. Do you have examples of ATV route signing diagrams?

A. Yes. Select any of the examples below.

[Example 1](#) - Bridge crossing

[Example 2](#) - 35 mph speed limit or less and D11-10A signing

[Example 3](#) - Bridge crossing, 35 mph speed limit or less, and D11-10A signing

[Example 4](#) - Close-up of Example 3



17. When should the PREFERRED sign be used with an ATV route sign?

- A. Wis. Stat. [s. 23.33\(8\)\(e\)5](#). allows a municipality or county to designate a preferred route and erect signs marking the route over highways under their jurisdiction that have been designated as ATV routes.



18. Are U-channel posts okay to use to mount ATV route signs?

- A. Yes, if installed in accordance with the MUTCD. The WMUTCD did not change the language from the Federal MUTCD. From Section 2A.19, Paragraph 2: "Post-mounted sign and object marker supports shall be crashworthy (breakaway, yielding, or shielded with a longitudinal barrier or crash cushion) if within the clear zone."

Section 1A.13 of the MUTCD defines crashworthy: "Crashworthy—a characteristic of a roadside appurtenance that has been successfully crash tested in accordance with a national standard such as the National Cooperative Highway Research Program Report 350, "Recommended Procedures for the Safety Performance Evaluation of Highway Features."

FHWA has issued eligibility letters for sign supports that have passed National Cooperative Highway Research Program Report 350 (NCHRP 350). These letters may be found at this [link](#).

On January 1, 2020, NCHRP 350 was superseded by the Manual for Assessing Roadside Hardware (MASH). FHWA is issuing eligibility letters for sign supports that pass MASH. These letters may be found at this [link](#). There are only two letters currently published there. WisDOT's understanding is that both perforated square steel tube post and U-channel posts have passed MASH, and that FHWA just needs to get the letters written and published.

19. Our municipality has developed an ATV ordinance that prohibits ATV operation during the hours of 12AM to 7AM, and proposes ATV speed limits on highways.

Understanding the route signing requirements under Wis. Stat. s. 23.33, may signs be erected that would also include these hour restrictions and speed limits as part of the signs?

- A. No. A municipality or county has the authority to impose hours of operation and speed restrictions in their ordinance. However, those restriction messages, if used, should be posted on supplemental signs using the correct regulatory color scheme - black letters on a white background. They cannot be included on a D11-10 (left) or D11-10A sign (center). Generally, guide signs and regulatory signs should be on separate posts. In this case, it may be better to place the hours' restrictions underneath the D11-10 sign as a plaque, but still black-on-white so it is regulatory like the example (right). The ATV speed limit



sign shown in question 11 #(4) may be on a separate post to the right of these signs.



20. Our municipality has an ordinance that designated all of our highways as ATV and snowmobile routes. Can the D11-10A sign be modified to include this message as shown in picture (1)?

A. No. That particular sign is not allowed in the WMUTCD. However, a white sign with black letters (regulatory sign) could be made without the symbols as shown in picture (2).

(1)



(2)



21. We have several roads with double STOP signs, e.g., signs on both sides of the road as shown in picture (1). Is it okay to place ATV route signs as shown in pictures (2) and (3) below?

A. Yes to both situations. This is similar to question 5 only the ATV sign is facing the opposite direction.

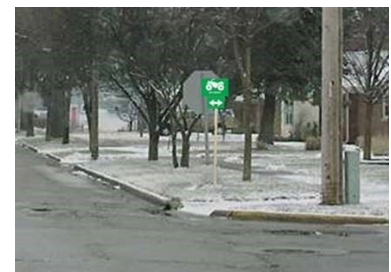
(1)



(2)



(3)



22. Where should the ATV Route "END" sign be placed?

A. On top as in picture (2) and not in combination as in picture (3). Also, the MK4-6 sign is "END" not "ENDS."





23. **Our town has designated all of its roads as ATV routes and wants to use the D11-10A sign on all town roads. If we erect a D11-10A sign near the boundary, what signs would we need to install on the other side of the town road if the neighboring town does not allow ATVs on its roads?**
- A. You would need to erect the MK4-6 sign and the D11-10 sign as shown in question 22, picture (2).
24. **Are NO ATV TRAFFIC (R5-51) signs required on a highway that is not designated as an ATV route if it intersects a road that is designated as an ATV route?**
- A. No. However, if ATVs are operating on the non-designated highway, NO ATV TRAFFIC signs should be erected. This is referenced in Wis. Stat. [s. 23.33\(8\)\(e\)4](#).
25. **A county highway department is requiring the use of the NO ATV TRAFFIC sign in combination with placing a D11-10A sign on every county highway at the mutual county/town boundary since ATVs are not allowed on county roads. Is this permitted? Doesn't Wis. Stat. s. 23.33(8)(e)6. state that, "If a town, village, city, or county erects and maintains signs under subd. 3., the department **may not require the town, village, city, or county to erect any additional signs** marking the all-terrain vehicle routes within the town, village, city, or county."**
- A. Under s. 23.33(8)(e), . was developed to allow a municipality or county to erect a sign on each highway that crosses its territorial boundary to alert motorists that all highways in the municipality or county have been designated as ATV routes. If D11-10 signs are erected, then a municipality or county does not have to erect signs on all ATV routes as required in [subd. 2](#). Subd. 6., however, does not refer to the R5-51, which is a regulatory sign prohibiting ATV operation. In addition, "the department" refers to the Department of Natural Resources, not a county highway department (CHD). Since the CHD has jurisdiction over the county highways it maintains, it may require R5-51 signs on those highways.
26. **Are D11-10A signs mandatory on state and county trunk highways?**
- A. No. Wis. Stat. s. 23.33(8)(e)3., states "may," which is not mandatory. If a municipality has designated all roads under its jurisdiction as ATV routes, the municipality has the option to erect D11-10A signs only on those municipal roads:

3. If a town, village, city, or county designates all highways under its jurisdiction as all-



*terrain vehicle routes under par. (b)2., the town, village, city, or county **may** erect a sign on each highway that crosses its territorial boundary in a position to be viewed by motorists as they enter the town, village, city, or county. The signs shall alert motorists that all highways under the jurisdiction of the town, village, city, or county have been designated as all-terrain vehicle routes.*

27. If a municipality uses D11-10A signs and it also "authorizes the operation" of ATVs on a STH where the posted speed limit is 35 MPH or less, are D11-10 signs also required?

A. Yes. D11-10A signs may be used when a municipality designates all roads/streets under its jurisdiction (maintained by the municipality) as ATV routes under Wis. Stat. s. 23.33(8)(b)2. D11-10 signs are required to denote the 35 MPH (or less) zone limits for ATV operation on a STH under Wis. Stat. s. 23.33(11)(am)4. See this [diagram](#) for two signing examples.

28. As a result of a recently passed ordinance, a municipality is requiring that our ATV club pay for ATV route signing that will be installed on various roads within its boundaries. We have several businesses that want to help pay for these signs but would like a "sponsorship" sign to also be installed. Getting the extra support from businesses would be a huge help to offset the club's costs for the sign materials and installation. Is this possible?

A. No. Only signs that are for guidance and warning of traffic are allowed within highway right-of-way under Wis. Stat. s. 86.19(1) Therefore, sponsorship signs placed next to ATV route signs would be prohibited and subject to removal.

Contact WisDOT

► For [specific](#) questions regarding your ATV situation, click on [transportation region office](#) to see a state map with region boundaries and office contacts, telephone numbers and email addresses.

For general questions regarding WisDOT ATV policy or this website, contact:

Bob Fasick

Wisconsin DOT

Bureau of Highway Maintenance

4822 Madison Yards Way, 5th Floor South

Madison, WI 53705

(608) 266-3438

robert.fasick@dot.wi.gov

Stay safe on the road

Whether driving a car or operating an ATV, it's important to always eliminate distractions, be patient and stay focused.

- Motorists who encounter ATVs on the road should slow down and wait for a safe opportunity to pass.



- ATV riders should always be aware of their surroundings, stick to authorized areas and always use helmets and protective gear.

The [Wisconsin DNR](#) publishes additional resources on ATV safety and registration. Additionally, interested parties can help spread the word by displaying the [Share the Road](#) flyer (pictured right).



Contact WisDOT

- General Contact Information
- Contact DMV
- Media Contacts
- Technical Web Support

Forms / Notices

- Acceptable Use Policy
- Accessibility Statement
- Forms
- Legal Notices
- Privacy Policy
- Software Information

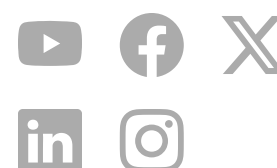
WisDOT Employees

- Employee Information
- HR Self-Service
- Travel Expenses
- WisDOT LearnCenter

Translate Website

- Traducir el sitio de web
- 翻譯網站
- Website übersetzen
- ترجمة الموقع
- Txhais website
- 웹 사이트 번역
- Перевести сайт

Follow Us



ATV/UTV ORDINANCE – Points of Discussion

Where can ATVs/UTVs operate?

- All City streets?
- Only select routes?
- Inversely, specify which streets are NOT open?

Winnebago County: Allows operation on all Winnebago highways and roadways.

Berlin: All streets, roads, and public alleys, including all state trunk highways if approved by DOT.

(Note: Operation on state trunk highways needs to be approved by DOT)

Time Limit on Operation

- Can operate at any time?
- Restriction on certain times of day?
- Restriction to certain months?

Winnebago County: Can operate at any time

Berlin: No operation between 10:00pm to 6:00am

Staff Recommendation: No operation between 10:00pm to 6:00am

Maximum Speed Limit

- Max 35 mph
- Just follow speed limit

Winnebago County: Follow speed limits

Berlin: Max 35

Staff Recommendation: Follow speed limits

Who can close routes?

- Council?
- Chief of Police?
- City Manager?

Winnebago County:

- Permanent closure – highway commissioner can permanently close after review with the highway committee for reasons such as repeated, validated complaints from residents, damage caused by ATV/UTVs, an increase in ADT, or roadway accidents.
- Temporary closure – highway commissioner or sheriff can close for construction, emergencies, parades or events.

Berlin: "The City or its designee reserves the right to close or modify routes within its jurisdiction at any time."

Staff Recommendation:

- Permanent closure, for any reason, needs to be by council.
- Temporary closure, for any reason, can be done by police chief.

Age Limit/Driver's License

- State law allows individuals as young as 12 to ride, provided they are accompanied by a parent or guardian over 18. If not accompanied, the individual must be 16 to ride on a roadway.
- State law does not require a driver's license.

Winnebago County: 16, Driver's License Required

Berlin: 16, Driver's License Required

Staff Recommendation: 16, Driver's License Required

Insurance

- State law does not require ATVs to have insurance.

Winnebago County: \$10k for property damage, \$25k for injury or death of one person., \$50k for injury or death for more than one person (these are state requirements under § 344.61)

Berlin: State requirements under § 344.61

Staff Recommendation: State requirements under § 344.61.

Seatbelts

- Under state law, UTVs are required to have seatbelts. ATVs are not.
- There is no requirement under state law that seatbelts are worn.
-

Winnebago County: All drivers and passengers must wear seatbelts "if the vehicle is so equipped"

Berlin: Silent

Staff Recommendation: Wear seatbelts if the vehicle is equipped with them.

Lights

- State law requires headlamps and tail lamps. UTVs under state law are required to have brake lights. ATVs are not.
- There is no requirement under state law that either ATVs or UTVs have turn signals, but operators under state law are required to give hand signals when turning.

Winnebago County: All ATV/UTVs must have fully functional headlamps, tail lamps, and brake lights.

Berlin: Fully functional headlights, taillight and brake lights.

Staff Recommendation: Headlamps, tail lamps, and brake lights.

Riding

- Single file riding
- “Cruising” prohibited. (Running a part of a roadway multiple times, per day, back and forth...)
- Prohibition on Open Alcohol (Wis. Stat. 346.935 doesn’t apply to ATVs)

Winnebago County: Ordinance requires single file riding.

Berlin: No requirements

Staff Recommendation: Single file riding, prohibit cruising and prohibit open alcohol.

Issues not discussed above, because they are covered under state law

- Registration – Generally required to be registered with DNR
- Helmets – Required for persons under 18
- Operation – Must operate on right side of roadway
- Noise – required to have mufflers



TO: Honorable Mayor and Members of the Common Council
FROM: Jim Collins, Director of Transportation
DATE: October 28, 2025
SUBJECT: Regulation of e-bikes (City staff)

BACKGROUND

There is growing concern from the Council and the community regarding e-bikes and where they are allowed. E-bikes have become increasingly popular and can go relatively fast. Conversely, e-bikes may be used responsibly and safely and can be a good option for people who might otherwise struggle with bicycling to stay active.

E-bikes generally have all rights and responsibilities granted by statute to traditional bikes. This means they are allowed on road (whether there is a bike lane or not), on sidewalks, and everywhere else bikes are allowed. A document showing where different types of devices are currently allowed in Oshkosh is attached.

ANALYSIS

Staff and the Transportation Committee considered many options, including:

1. Status quo -- bikes and e-bikes are allowed on sidewalks.
2. Ban all bikes from sidewalks (bikes must be on the road in the bike lane or in the travel lane). This would remove all bikes from sidewalks for all users, regardless of age or ability.
3. Bikes and e-bikes are allowed on sidewalks with e-bikes operated only in pedal mode (without the power unit engaged); when operated on power, e-bikes must be in the roadway or bike lane. This would be difficult to enforce.
4. Designate areas where biking is not permitted on the sidewalk. For example, downtown on Main Street, Oregon Street etc. Create a map in the ordinance and install signage. It would be difficult to communicate and sign so that riders understand where they are prohibited.
5. Restrict bikes and e-bikes on sidewalks where a building abuts the sidewalk (or where a business's ingress and egress abuts the sidewalk, which is basically the same thing). Bicycle riding on sidewalks is permitted, except as prohibited in this subsection or otherwise regulated by the municipal code. This would regulate the largest concern, which is conflicts between all types of bicycles and those pedestrians entering and exiting buildings.

BOARD/COMMISSION INFORMATION

The Transportation Committee recommends approval of option 5 (4-0).

FISCAL IMPACT

The fiscal impact of this proposed ordinance is very minimal.

RECOMMENDATION

Staff recommends taking a measured approach that can be revisited if new issues arise. At this

time, staff recommends continuing to allow bikes on sidewalks but restricting bikes on sidewalks where buildings abut the sidewalk. This approach would allow the use of e-bikes in power mode in areas with challenging grades, and areas near Hwy. 41, for example. However, the approach would restrict the use of bikes and e-bikes on sidewalks in areas that have the most potential for bicycle and pedestrian conflicts. The Oshkosh Police Department is the most confident in this option.

It should be noted that in areas where bikes and e-bikes would remain permitted to use sidewalks and park trails, there are restrictions in place requiring that bikes and e-bikes yield to pedestrians and travel safely. As noted above, it should also be noted that if issues continue, additional ordinances could be considered in the future, including the addition of designated areas, the prohibition of e-bikes operating in power mode, or the prohibition of all bikes on sidewalks.

Attachments

Traffic Regulations Graph



Traffic Regulations

Vehicle Type¹

Automobiles, Motorcycles, Mopeds

Bicycles, E-Bikes, Inline Skates

Motor Bicycle

Electric Scooters, Segways

ATVs, UTVs

Skateboards and Delivery Robots

Commercial Quadricycle

	Road	Bike Lane	Sidewalk	Park Trails	Riverwalk	Driver's License	DMV Registration
Automobiles, Motorcycles, Mopeds	✓	✗	✗	✗	✗	✓	✓
Bicycles, E-Bikes, Inline Skates	✓	✓	✓	✓	✓	✗	✗
Motor Bicycle	✓	✗	✗	✗	✗	✓	✗
Electric Scooters, Segways	✓ ₂	✓	✗	✗	✗	✗	✗
ATVs, UTVs	?	?	?	✗	✗	✗	✗
Skateboards and Delivery Robots	✗	✗	✓	✓	✓	✗	✗
Commercial Quadricycle	✓ ₃	✗	✗	✗	✗	✓	✗



Permitted/Required



To be considered by Council



Not Permitted/ Not Required

1 - Vehicle types defined in Wis. Stat. 340.01

2 - For roads over 25MPH, must be in bike lane

3 - Only on routes approved by license



TO: Honorable Mayor and Members of the Common Council
FROM: Julie Calmes, Finance Director
DATE: October 28, 2025
SUBJECT: Special Assessment Deferral Policy (City staff)

BACKGROUND

The City Council directed Public Works, Finance, and the City Attorney's office to review the special assessment ordinance and bring forth recommended changes to allow for deferred special assessments. City staff brought a draft proposal to Council at the July 8, 2025, Council meeting. During Council discussion at that meeting, it was recommended that staff make additional revisions and then bring the revised policy language to the Long Range Finance Committee to review. As directed, staff provided the attached potential revisions to Chapter 20 and Chapter 21 of the municipal code, for discussion purposes, at the October 1, 2025, Long Range Finance Committee meeting.

ANALYSIS

As part of this process, Chapter 20 Plumbing has some proposed updates to not require immediate connection once city services are installed during public construction projects. Private Onsite Wastewater Treatment System (POWTS) and private wells will not need to be abandoned until the systems no longer functions or provides safe drinking water.

Some of the proposed changes to Chapter 21 Special Assessments/Connections Charges include:

- Single-family residential properties, that is the owner's primary residence, would have the option to defer the special assessment/connection charges interest free for a maximum of ten (10) years.
 - There was Council discussion if this should be available to all properties or not?
 - Long Range Finance felt that it made sense that this should be available to all residential and agricultural properties.
 - Property owners can make voluntary payments upon the amount due at any time.
 - Deferred assessments/charges will become due and payable in full upon any of the following:
 - Sale of the property.
 - Transfer of title to the property by estate, gift or any other means to anyone other than the spouse of the property owner who elected deferment.
 - The property owner who elected deferment ceases to use the property as their primary residence.
 - The property is subdivided and any portion of the property is sold or transferred, including without limitation, by Certified Survey Map (CSM) or Plat, or by development as a condominium.
- A twenty (20) year installment option was added.

FISCAL IMPACT

The City incurs debt to fund these projects, and partially relies on special assessment payments for debt service. The potential lack of payments due to deferrals adds an estimation challenge, as payment behaviors vary--some assessments are paid immediately, others on a plan, and now some could be deferred. This variability complicates the City's ability to accurately forecast how this policy revision would impact the City's budget.

Attachments

Chapter 20

Chapter 21

CHAPTER 20**PLUMBING****SECTION 20-8 PLUMBING PERMITS, PLAN EXAMINATIONS AND APPROVAL****(C) Mandatory Connection Required**

All existing, new and annexed buildings located within the City of Oshkosh shall comply with this code section.

1. All buildings provided with a sanitary drain and vent system shall be connected to the public sanitary sewer system in compliance with this chapter. During public construction projects, every building shall have a public service lateral terminating at the property line installed. Buildings with a sanitary drain and vent system that discharge to an existing Private Onsite Wastewater Treatment System (POWTS) shall abandon such system and connect to the public sanitary sewer system at such time as the system no longer functions. No new POWTS may be constructed when public sewer is available.

2. All buildings provided with a potable water distribution system shall be provided with an approved supply of potable water. Private wells properly permitted and metered may serve as an approved supply for the distribution system. During public construction projects, every building shall have a public service lateral terminating at a curb stop installed. The installation of a private side service lateral from the public service lateral to the inside of the building may be deferred until such time as a private well onsite no longer provides safe drinking water.

~~1. All buildings provided with a sanitary drain and vent system shall be connected to the public sanitary sewer system in compliance with this chapter. Buildings with a sanitary drain and vent system that discharge to a Private Onsite Wastewater Treatment System (POWTS) shall abandon such system and connect to the public sanitary sewer system when a public sanitary sewer main is determined to be available to the property. Notice to abandon any such Private Onsite Wastewater Treatment Systems shall not extend the time for compliance beyond one year after the date sewer is made available to the property.~~

~~2. All buildings provided with a potable water distribution system shall be provided with an approved supply of potable water. Private wells properly permitted and metered may serve as an approved supply for the distribution system. Every building with a potable water distribution system shall have a private water service lateral from the public potable water system to the inside of the building's occupied space, terminating with a building control valve.~~

3. (a) All buildings regulated by the City's Subdivision Ordinance shall be provided with a foundation drain tile sump pump system that connects to the public storm sewer system or discharges to other acceptable points as required by the City's Subdivision Ordinance, Section 30-445(C)(5).

(b) All new buildings with a storm drain foundation system shall be connected to the public storm sewer system in compliance with all applicable chapters or discharge to other acceptable points as required by the City's Subdivision Ordinance, Section 30-445(C)(5). If the public storm drainage system is not available to the property at the time of construction then the property owner will be required to apply for the installation of and connect to the public storm drainage system within 12 months after installation of the public storm drainage system.

(c) All existing buildings with a foundation drain system in operation on April 1, 2017 shall be permitted to stay in operation as long as it does not create a nuisance to the public and are not connected to the sanitary sewer system. If a building in existence on April 1, 2017 does not have a foundation drain system and a foundation drain system is installed on the property, the system may be connected, but shall not be required to connect, to the public storm drainage system. The foundation drain system shall be installed in compliance with all applicable codes so as to not create a nuisance to the public.

SECTION 20-12.2 PRIVATE WELLS

- (A) Filling and Sealing Required. All private wells located on any premises, which is served by the public water system of the City shall be properly filled by July 1, 1993 or at the time of connection to the City's water supply system, whichever occurs later. Only those wells for which a well operation permit has been granted by the City Plumbing Inspector may be exempted from this requirement. The City Plumbing Inspector shall order filled any well in this City which tests unsafe for use, which is not in current use, or which is non-complying with Chapter NR 812, Wisconsin Administrative Code. The owner or occupant must demonstrate compliance with NR 812 through a signed statement from a State certified well driller or pump installer. The owner or occupant of the property upon which such well is located shall fill such well in accordance with Section NR 811.17 or Section 812.26, Wisconsin Administrative Code, within thirty (30) days after receipt of notice from the City Plumbing Inspector.
- (B) Well Operation Permit. A permit may be granted to a well owner to operate a well for a period not to exceed three (3) years if the following requirements are met. Application shall be upon forms provided by the City Plumbing Inspector. This permit may be renewed at its expiration for additional periods, each additional period not to exceed three (3) years, if all the following requirements continue to be met:
- (1) The well and pump installation meet or are upgraded to meet the requirements of NR 812, Wisconsin Administrative Code, and certification of the acceptability of the well has been granted by a state certified well driller or pump installer and a copy of this certification accompanies the application for issuing or reissuing of a permit.
 - (2) The well has a history of producing safe water and presently produces bacteriologically and

chemically safe water as evidenced from laboratory tests by a laboratory certified by the Wisconsin Department of Health and Social Services or the Wisconsin State Laboratory of Hygiene. Such evidence shall include bacteriological sampling, consisting of obtaining a minimum of 2 consecutive safe samples taken a minimum of 2 weeks apart prior to issuing or reissuing the permit and shall accompany the application.

~~I(3) The proposed use of the well can be justified as being necessary in addition to water provided by the public water system at the time of issuance or reissuance of the permit.~~
Reserved.

(4) No physical connection shall exist between the piping of the public water system and the private well, which fact shall be certified by the City of Oshkosh plumbing inspector and shall accompany the application for issuance or reissuance of a permit.

(5) The well and pump installation is in present use.

(6) A well permit application fee shall be paid at the time of application for the issuance or reissuance of the permit. Fees shall be determined according to the inspection fee schedule and will be established by resolution.

(C) Report and Inspections. An abandonment report form, supplied by the Department of Natural Resources shall be submitted by the well owner to the City Plumbing Inspector, and the Department of Natural Resources within ten (10) days of the completion of the well abandonment.

(D) State Department of Natural Resources Regulations Adopted. The rules and regulations pertaining to private wells as promulgated by the Wisconsin Department of Natural Resources, specifically Chapters NR 811 and NR 812, Wisconsin Administrative Code, together with any future renumberings, additions, deletions or supplements thereto, are herewith incorporated as part of this Chapter and shall be enforced with the same force and effect as though set forth in full herein. Providing, however, that where such rules and regulations are less stringent than other provisions found in this Code, the provisions of this Code shall apply.

CHAPTER 21**PUBLIC CONSTRUCTION AND SERVICES / METHODS OF PAYMENT /
SPECIAL CHARGES / SPECIAL ASSESSMENTS / CONNECTION CHARGES****ARTICLE I. SPECIAL CHARGES**

21-1 Special Charges

ARTICLE II. SPECIAL ASSESSMENTS

21-2 Special Assessments Policy

21-3 Special Assessments Authorized

21-4 Certification of Final Assessments / Notice of Election of Installment Payments

21-4.2 Payment of Connection Charges

21-5 Payment in Full; [Payment in Full with Property Tax bill; Deferment of Special Assessments and Connection Charges \(For Water and Sewer Utilities only\) or Election of Installment Plan](#)

21-6 Five-Year Installment Plan

21-7 Ten-Year Installment Plan

21-8 Fifteen-Year Installment Plan

[21-8.2 Twenty-Year Installment Plan](#)

21-9 Prorated Interest

21-11 Special Assessments – Deferred Payment

21-12 Severability

**PUBLIC CONSTRUCTION AND SERVICES / METHODS OF PAYMENT /
SPECIAL CHARGES / SPECIAL ASSESSMENTS**

The City of Oshkosh finds that it is necessary to protect the health, safety, welfare and property of its residents and business owners through the installation, construction, reconstruction and maintenance of public works and facilities including but not limited to water mains, services, and appurtenances; sanitary sewer mains, services and appurtenances; storm sewers mains, services and appurtenances; public streets and sidewalk; bike and pedestrian ways; landscaping; street lighting and associated amenities.

The City of Oshkosh also finds that it is necessary to provide reasonable, equitable and sustainable funding sources for these purposes which may include public financing through bonding or other means as provided within this Chapter including special assessments, special charges, financing through utilities and payment of connection charges by properties that abut public improvements which have not previously paid toward those improvements when those properties annex/attach to the City. The City has created and maintains separate utilities for water (Chapter 28 of this Municipal Code), wastewater (Chapter 24 of this Municipal Code), and storm water (Chapter 14 of this Municipal Code) and hereby authorizes the use of special charges, special assessments and connection charges for costs

associated with those utilities.

ARTICLE I. SPECIAL CHARGES

SECTION 21-1 SPECIAL CHARGES

Special Charges may be imposed against real property for current services rendered by allocating all or part of the cost of the service, together with an administrative fee as may be adopted by Resolution of the Council, to the property benefited as provided in Sec. 66.0627 of the Wisconsin Statutes. Where such charge is specifically authorized by a specific provision within this Municipal Code, such provision shall constitute notice of the special charge, except as additional notice may be required by statute or ordinance.

ARTICLE II. SPECIAL ASSESSMENTS

SECTION 21-2 SPECIAL ASSESSMENTS POLICY

The City of Oshkosh "Policy for Special Assessments" as adopted by the Common Council shall be ~~kept on file in the Office of the City Clerk, the Finance Department~~ published on the city's website and available through in the Office of the City Engineer within the Department of Public Works. ~~for the City of Oshkosh. Copies of the Policy shall be available for public inspection during usual business hours.~~

SECTION 21-3 SPECIAL ASSESSMENTS AUTHORIZED

- (A) In addition to any other methods provided by law, the cost of installing, constructing or maintaining any public improvement or providing any current service may be charged in whole or in part to properties benefitting from the installation, construction or maintenance of the public improvements or current service and special assessments may be levied against the properties benefited in accordance with Subchapter VII of Chapter 66 of the Wisconsin Statutes and the City's Special Assessment Policy. Any assessments not provided for within the policy or deviations from the provisions of the Special Assessment Policy shall be specifically approved by the Common Council. Upon certification, property owners may pay the assessment in accordance with the following sections.
- (B) Any special assessment levied under this ordinance shall be a lien against the property assessed from the date of the final resolution determining the amount of the levy.
- (C) Any person against whose property a special assessment is levied may appeal therefrom in the manner prescribed by Section 66.0703 of the Wisconsin Statutes within ninety (90) days of the date of the final resolution.

SECTION 21-4 CERTIFICATION OF FINAL ASSESSMENTS / NOTICE OF ELECTION OF INSTALLMENT PAYMENTS

- (A) Upon acceptance of the particular public improvement involved, the Board of Public Works shall issue a Certification of Final Levy of Special Assessments similar to the Certificate specified in Section 66.0713 of the Wisconsin Statutes.
- (B) Upon certification of the project by the Board of Public Works:
- (1) The City Clerk shall publish as a Class 1 Notice, an Installment Assessment Notice similar to the notice specified in Section 66.0715(3)(e) of the Wisconsin Statutes stating that the City has determined to permit collection of the same in annual installments as specified in this Article and the initial and final resolutions of Council.
 - (2) The Finance Director shall notify all property owners who are eligible to make an election for payment under the provisions of this Article that they shall have thirty (30) days from the date of the notification to select a payment option.
- (C) The election to utilize an installment plan as provided in Sections 21-6 through 21-8 below shall be made in writing by the property owner on forms supplied by the Finance Department.
- (D) Property owners may be provided the option to defer payment of special assessment charges or the payment of connection charges, as defined in section 21-4.2 below, for a period not to exceed ten (10) years as provided within this Chapter. At the time of actual connection or the expiration of the deferral period, the property owner shall be required to pay special assessments/connection charges whether or not actually connected to the public system.

SECTION 21-4.2 PAYMENT OF CONNECTION CHARGES

Except as may otherwise be prohibited by Wisconsin Statutes or Rules of the Public Service Commission, property annexing or attaching to the City which have not previously been assessed or otherwise paid for a public benefit that abuts the property shall be invoiced and pay a connection charge, which is calculated at rates equal to the special assessments previously levied against benefiting properties located within the City limits for public storm sewer, public sanitary sewer main and/or public water main, at such time as the annexation procedure is officially completed.

At the time an annexation petition or request for attachment is filed or at a date no later than 3 months prior to the date established by an applicable boundary agreement for area attachments, the Department of Community Development shall provide the property owner(s) an estimate of any anticipated connection charges and information pertaining to options for payment and shall notify the Department of Public Works and Finance Director of the pending annexation or attachment.

After final council action on the annexation/attachment, the Finance Director shall notify all property owners of the actual amount of the connection charge(s) and if property owners are eligible to make an election for deferment of the charges or payment under the provisions of this Article, that the property

owner shall have thirty (30) days from the date of the notification to select a deferment or payment option. The election to defer the collection of the assessment or to utilize an installment plan as provided in Sections 21-~~6~~5 through 21-8 below shall be made in writing by the property owner on forms supplied by the Finance Department.

A property owner selecting a deferment plan who within the deferment period connects to public sanitary sewer and/or public water must either pay the connection charge/special assessment at the time of connection or select a payment option at the time of connection. ~~The payment plan shall not extend beyond thirty years from the original certification date of the special assessments and the Finance Director is hereby authorized to adjust the apportionment of principal and interest in installments as may be necessary under the options defined below as may be necessary to ensure payment in full within this period.~~

SECTION 21-5 PAYMENT IN FULL; PAYMENT IN FULL WITH PROPERTY TAX BILL; DEFERMENT OF SPECIAL ASSESSMENTS AND CONNECTION CHARGES (FOR WATER AND SEWER UTILITIES ONLY); OR ELECTION OF INSTALLMENT PLAN

Upon notification by the Finance Director pursuant to Section 21-4 or 21-4.2 above or connection to the public system, an owner may select from the following options for payment of the Special Assessment or Connection Charges:

- 1) The owner may pay the special assessment/connection charge in full prior to November 1st;
 - 2) the owner may elect to pay the entire assessment/connection charge on that year's property tax bill;
 - 3) the owner of a single-family residential property, that is the owner's primary residence and which is not connected to the water and/or sewer utility mains, may elect to defer payment of new utility special assessment charges or connection charges for a period not to exceed ten (10) years. Deferment shall be without interest during the initial ten (10) year period. During the deferment period the owner may choose to make voluntary payments upon the amount due at any time. Any special assessment or connection charge that has been deferred under this paragraph shall be due and payable in full upon any of the following:
 - a. sale of the property.
 - b. Transfer of title to the property by estate, gift or any other means to anyone other than the spouse of the property owner who elected deferment.
 - c. The property owner who elected deferment ceases to use the property as their primary residence.
 - d. The property is subdivided and any portion of the property is sold or transferred, including, without limitation, by CSM or Plat, or by development as a condominium.
- ~~1)4)~~ Or the owner may select one of the installment plans provided below.

SECTION 21-6 FIVE-YEAR INSTALLMENT PLAN

The first installment shall include a one-fifth (1/5) portion of the principal of the assessment/connection

charge. Each subsequent installment shall include a like portion of the principal and one (1) year's interest at the rate of six (6) percent per year upon the unpaid portion of such assessment/connection charge.

SECTION 21-7 TEN-YEAR INSTALLMENT PLAN

- (A) The property owner shall be deemed to accept this plan unless the property owner pays the amounts due by November 1st in accordance with section 21-5 or files with the Finance Director an election to pay the special assessment/connection charge in accordance with sections ~~21-6 or~~ [section 21-8 or 21-8.2](#).
- (B) The first installment shall include a one-tenth (1/10) portion of the principal of the assessment/connection charge. Each subsequent installment shall include a like portion of the principal and one (1) year's interest at the rate of six (6) percent per year upon the unpaid portion of such assessment/connection charge.

SECTION 21-8 FIFTEEN-YEAR INSTALLMENT PLAN

The first installment shall include a one-fifteenth (1/15) portion of the principal of the assessment. Each subsequent installment shall include a like portion of the principal and one (1) year's interest at the rate of six (6) percent per year upon the unpaid portion of such assessment.

SECTION 21-8.2 TWENTY-YEAR INSTALLMENT PLAN

The first installment shall include a one-twentieth (1/20) portion of the principal of the assessment. Each subsequent installment shall include a like portion of the principal and one (1) year's interest at the rate of six (6) percent per year upon the unpaid portion of such assessment.

SECTION 21-9 PRORATED INTEREST

Any property owner on an installment basis may pay all remaining installments, or any part thereof, together with interest at the rate of six (6) percent per year through the day of receipt of payment, provided, however, that between November 1 and December 31 of each year, the one (1) installment with interest which is placed on the current tax roll must be paid as shown on the tax roll.

SECTION 21-12 SEVERABILITY

In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.



DATE: October 28, 2025

SUBJECT: November 4, 2025, City Hall:

- Public hearing for 2026 City of Oshkosh Operations Budget (5pm)
 - Workshop to discuss the proposed pedestrian bridge and any follow-up from the operations budget (immediately following public hearing)
-



DATE: October 28, 2025

SUBJECT: Appointment to fill Council vacancy, November 25, 2025

Background

The Oshkosh Common Council is accepting applications from city residents to fill a vacancy of an at-large council seat. The term of the appointed Common Council member would run through April 2026. The process is outlined below, and the same information can be found on our website at oshkoshwi.gov/citycouncil/council_vacancy.aspx.

- Interested citizens must submit a letter of interest, resume and [Council Candidate Questionnaire](#) to the City Clerk no later than 4:30 PM on Wednesday, November 12
 - Requirements:
 - 18 years of age
 - U.S. Citizen
 - Resident of the city
 - Qualified to register to vote
 - Find all minimum qualifications on the [Wisconsin Elections Commission's website](#)
 - Completed applications may be emailed, sent via the U.S. Postal Service, or hand delivered to the Office of the City Clerk at City Hall (215 Church Ave.)
 - Email: city_clerk@oshkoshwi.gov
 - Office of the City Clerk
City of Oshkosh
P.O. Box 1130
Oshkosh, WI 54903-1130
 - Applicant information will be forwarded to City Council members and will be made available to the public in the office of the City Clerk and online (a link to [submitted applications](#) can be found on the [Council vacancy page](#))
 - Applicants will make brief presentations at the Common Council meeting on Tuesday, November 25 at 6 PM
 - There will then be an opportunity for public comments, Common Council discussion, and finally, Council will vote and make an appointment that night.
-



TO: Honorable Mayor and Members of the Common Council
FROM: Jon Urben, General Services Manager
DATE: October 28, 2025
SUBJECT: Professional Services Agreement with Total Security and Safety Inc. for 2026 Loss Prevention Services (\$73,920.00)

BACKGROUND

In the past, the city has incurred thousands of dollars of property damage and vandalism to various municipal buildings. Since 2024, the city has utilized the services of Total Security and Safety Inc. to assist with patrolling city facilities and monitoring activity on city property. Various departments, including Transportation, Parks and Police, have utilized the services to assist with protecting municipal buildings and to help mitigate any loss from vandalism, damage or other violations. These services provided a visible presence to patrol municipal buildings and areas to verify windows and doors were secure and to ensure unauthorized people were not in specific areas after hours. These services also monitored buildings for any damage or vandalism, and looked for and responded to any abandoned property, all in accordance with the city's municipal code. These services worked closely with the Police Department and provided nightly logs of duties performed. Staff for these services will wear Total Security and Safety uniforms and may carry items such as cell phones, keys or flashlights. These staff do not carry firearms or other weapons. Total Security and Safety Inc. has performed similar services for other organizations and has been complimented for their professionalism, communication and follow-up. Staff has been very satisfied with the performance of Total Security and Safety Inc. It is the recommendation of the Police and participating departments that this service continue into 2026.

ANALYSIS

Police and Safety staff solicited a proposal from Total Security and Safety Inc. to continue these services for 2026. Staff reviewed the proposal and recommends renewal of the contract for 2026.

FISCAL IMPACT

The total fiscal impact of Total Security and Safety Inc.'s proposal for these services between January 1-December 31, 2026 is a not to exceed cost of \$73,920.00. These services will be charged to the 2026 Insurance Operating Budget A/N#: 01000120 6412 0000 (Insurance-Fixed Charges).

RECOMMENDATION

Chapter 12 of the Municipal Code of the City of Oshkosh provides that professional services of a specialized nature, including these services, may be procured without the use of a competitive bidding or quotation process. In accordance with Section 12-16 of the Code, and because this service is less than \$75,000, I am hereby submitting this report. Please contact me if you have any questions about this agreement.



TO: Honorable Mayor and Members of the Common Council
FROM: Rebecca Grill, City Manager
DATE: October 28, 2025
SUBJECT: Professional Services Agreement with Donohue & Associates, Inc. for Engineering Services for Wastewater Treatment Plant HVAC Replacements (\$71,285.00)

BACKGROUND

A proposal was requested from Donohue & Associates, Inc. (Donohue) for providing engineering services for design and bidding services for replacement of the Wastewater Treatment Plant HVAC. The services to be provided will include preparing bidding documents describing the work to remove the existing HVAC units and install replacement HVAC systems and assisting the City with the public bidding process. WWTP's have specific needs to consider during design, including the possibility of needing temporary systems to maintain safe air quality and quantity.

ANALYSIS

Donohue was chosen for these services due to their knowledge of WWTP and their experience with this type of work at municipal wastewater facilities.

FISCAL IMPACT

The cost of the proposal is \$71,285. Funding for this Project is available in the 2025 Capital Improvements Program (Account No. 03221910-7204-64150/Sewer Capital Fund-Buildings & Building Imprvmnts/WWTP Building Improvements).

RECOMMENDATION

Chapter 12 of the *Municipal Code of the City of Oshkosh* provides that professional services of a specialized nature 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

26-16 Donohue Proposal

Project: Wastewater Treatment Plant HVAC Replacements

Contract: 26-16

RECEIVED

OCT 21 2025

DEPT OF PUBLIC WORKS
OSHKOSH, WISCONSIN

A. Project Description

The HVAC units on Building A, the Digester Building, and the Administration Building need to be replaced. The Building A HVAC unit is roof mounted. The Digester Building HVAC unit is suspended from the ceiling, the Administration Building A/C unit is roof mounted, and the Administration Building heating unit is installed inside the mechanical room. This Project will:

1. Prepare Bidding Documents describing the Work to remove the existing HVAC units and install replacement HVAC systems; and
2. Assist the City with the public bidding process.

B. Scope of Services

General Matters

1. Prepare Bidding Documents for the Project. The documents will be prepared for construction by a single prime contractor.
2. Specifications will be prepared in general conformance with the 16-division format of the Construction Specifications Institute (CSI).
3. Produce Bidding Document drawings using AutoCAD-compatible software and specifications using Donohue's EJDC documents, 2013 edition. The front-end specifications will conform to the City's requirements.
4. Perform internal quality reviews throughout the duration of the Project.
5. Survey and geotechnical services are not anticipated nor included.
6. Manage quality, schedule, budget, and earned value. Produce and submit monthly status reports. Perform quality assurance/control reviews of Project deliverables.
7. Provide 2 sets of hard copies of final bidding plans (11" x 17") and specifications, 2 sets of hard copies of issued for construction plans (11" x 17"), 1 set of hard copies of issued for construction plans (22" x 34"), and specifications, and electronic PDF-format of all Project deliverables (including 1 – 11" x 17" and 1 – 22" x 34" version of both sets of plans). Provide editable Word-version of specifications.

Design Services

1. Visit the WWTP to initiate the project, review the existing HVAC systems, and collect information pertinent to producing reliable Bidding Documents. Prepare for, conduct, and document the Project initiation meeting.
2. The Work will replace the HVAC units "in kind" and be consistent with a maintenance project. Review and discuss any concerns related to performance, Code compliance, and/or Standards compliance related to this "replace-in-kind" strategy.
3. Work with the City to develop front-end specifications that conform to the City's standards and requirements.
4. Prepare for, conduct, and document design-review meetings with the City when the work to produce the Bidding Documents is approximately 30%-, 60%-, and 90%-complete. At these meetings, review and discuss the drawings, specifications (60% and 90% meetings), and construction cost opinions.
5. Produce and submit Reviewable Bidding Documents. The Reviewable Bidding Documents will be suitable for final review, comment, and refinement by the City.
6. Produce and Submit Final Bidding Documents that incorporate and address City comments and instructions.

Bidding Services

1. Support the City during public bidding: prepare pre-bid conference agenda for the City's review, run the pre-bid conference, field Bidder questions, prepare written responses to questions in the form of Addenda, draft Addenda as necessary, and review bids.
2. Provide a presentation at the pre-bid conference to review special construction constraints, particularly those related to the removal and replacement of roof-mounted equipment and associated temporary provisions.
3. Write a Letter of Recommendation addressed to the City and recommending a course of action. If the Low Bid was responsive and submitted by a qualified Bidder, the Letter will recommend award to the Low Bidder. If the Low Bid was, in the opinion of Donohue, non-responsive or submitted by an unqualified Bidder, the Letter will recommend an alternative course of action.

C. City Responsibilities

1. Manage public bidding. Donohue will support the City during public bidding.
2. Identify a person authorized to act as the City's representative to respond to questions and make decisions on behalf of City, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
3. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; and property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
4. City shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by City to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by City applicable to the furnished items.

D. Project Timing

Donohue shall be authorized to commence the Services defined in the Scope of Services upon execution of this Agreement. Assuming Donohue is authorized to proceed before November 1, 2025, Donohue will provide reviewable Bidding Documents by June 1, 2026.

E. Compensation

The total cost for these Services will not exceed \$71,285 without prior written approval from the City. Expenses will be billed at cost. Labor charges will be in accordance with Donohue's standard billing rates for the calendar year in which the charges occur. Anticipated levels of effort, billing rates, expenses, and total compensation are shown in the table below.

Attachment A: Wastewater Treatment Plant HVAC Replacements

Project Roles										
	Client Team Leader	Project Manager / Lead HVAC	Junior HVAC Engineer	Disipline Support Engineers	QA/QC Engineers	Admin				
100 Project Management							Total Hours	Labor Fee	Travel Expenses	Totals
101 Internal Project Setup: Accounting and Project Plan	1	4				2	7	\$1,335		\$1,335
102 Monthly Status Reports, Budget Management, and Invoicing	1	6				4	11	\$1,955		\$1,955
103 Internal Project Coordination and Scheduling		6					6	\$1,260		\$1,260
104 Internal Project Kickoff Meeting	1	3	2	4	1		11	\$2,365		\$2,365
Totals	3	19	2	4	1	6	35	\$6,915	\$0	\$6,915
200 Preliminary Design							Total Hours	Labor Fee	Travel Expenses	Totals
205 Project Initiation Meeting and Site Visit	1	8	8				17	\$3,255	\$100	\$3,355
210 Develop Base Drawings			8	5			13	\$2,380		\$2,380
215 Select Equipment		1	16	5			22	\$3,870		\$3,870
220 Produce Preliminary Layout Drawings		1	10	5			16	\$2,910		\$2,910
225 Internal Design Meeting		2	2	6			10	\$2,060		\$2,060
230 Refine Preliminary Layout Drawings		1	3	3	2		9	\$1,830		\$1,830
235 Prepare for, Conduct, and Document Owner Meeting: 30% Review	1	2	4				7	\$1,355		\$1,355
Totals	2	15	51	24	2	0	94	\$17,660	\$100	\$17,760
300 Final Design and Reviews							Total Hours	Labor Fee	Travel Expenses	Totals
305 Produce Refined Layout Drawings		1	5	3			9	\$1,670		\$1,670
310 Internal Design Meeting		2	4	6			12	\$2,380		\$2,380
315 Produce Final Layout Drawings		1	8	6	5		20	\$4,010		\$4,010
320 Prepare for, Conduct, and Document Owner Meeting: 60% Review	1	2	4				7	\$1,355		\$1,355
325 Produce Designer Review Plans and Specifications		5	12	12			29	\$5,610		\$5,610
330 Produce Draft Front-End Bidding Documents	1	15				5	21	\$4,645		\$4,645
335 Perform Designer Review and Incorporation		2	6	8			16	\$3,140		\$3,140
340 Conduct Internal Design Coordination Meetings and Incorporate Revisions		2	2	2			6	\$1,180		\$1,180
345 Produce Reviewable Bidding Documents		2	5				7	\$1,220		\$1,220
350 Perform Quality Control Review and Incorporation		2	4	6	5		17	\$3,580		\$3,580
355 Produce and Submit Reviewable Bidding Documents to Owner		2	4			5	11	\$1,560		\$1,560
360 Prepare for, Conduct, and Document Owner Meeting: 90% Review	1	2	4				7	\$1,355		\$1,355
365 Receive and Incorporation Owner Revisions	1	3	3	5			12	\$2,505		\$2,505
370 Produce and Submit Final Bidding Documents	1	5				5	11	\$1,845	\$1,000	\$2,845
Totals	5	46	61	48	15	10	185	\$36,055	\$1,000	\$37,055
400 Bidding							Total Hours	Labor Fee	Travel Expenses	Totals
405 Support Bidding by Answering Questions		3	2	2			7	\$1,390		\$1,390
410 Support Bidding by Conducting and Documenting Pre-Bid Meeting	1	6					7	\$1,555		\$1,555
415 Support Bidding by Issuing Addenda		3	2	2			7	\$1,390		\$1,390
420 Attend Bid Opening and Review Bids	1	1					2	\$505		\$505
425 Produce Letter of Recommendation	1	2					3	\$715		\$715
430 Produce Conformed to Contract Documents (CTC Documents)		2	4	2			8	\$1,500	\$2,500	\$4,000
Totals	3	17	8	6	0	0	34	\$7,055	\$2,500	\$9,555
Total Hours All Phases	13	97	122	82	18	16	348	\$67,685	\$3,600	\$71,285

Submitted by: Mike Gerbitz, PE, SVP – Oct 09, 2025



DATE: October 28, 2025
SUBJECT: Downtown plan update

Background

See article 2 of the attached City Manager's newsletter from October 10th for background information.

Attachments

Downtown Oshkosh Redevelopment Opportunities
10.10.25 Newsletter

City of Oshkosh



Downtown Oshkosh Redevelopment Opportunities

Common Council – October 28, 2025



Downtown Plans

2000 Downtown Action Plan

2014 Riverfront Visioning Summary Report

- Minutes from presentation at 1/13/2015 meeting

2017 Imagine Oshkosh: A Master Plan for our Center City

- Video of presentation from Houseal Lavine ; Video of discussion to approve the plan, same meeting
- Imagine Oshkosh: Existing Conditions Report

2018 City of Oshkosh Comprehensive Plan Update 2040 ; **Future Land Use Map (Draft)**

- Video of presentation from ECWRPC at 9/25/2018 meeting

• 2024 Downtown Visualization ; Downtown Visualization Main Image

- Downtown Redevelopment Plan Presentation
 - Common Council May 28, 2024 – video of presentation
 - Parks Board July 8, 2024 – video of presentation

Consistent Vision Across Plans

Across 25 years, five major plans reinforce riverfront property as key redevelopment sites:

- 2000: Connectivity & infill
- 2014: Activate riverfront
- 2017: Mixed-use catalyst site
- 2018: Mixed-use/high-density vision
- 2024: Concept renderings for cohesive downtown riverfront vision

2000 Action Plan



Based on the public process, nine critical focus areas were created:

1. Maximize economic development and land use opportunities within Downtown Oshkosh and along the Fox River
2. Create a special place to celebrate community life
3. Celebrate the city's cultural heritage and enhance its civic image
4. Provide safe, efficient, and convenient vehicle and pedestrian transportation and circulation throughout the City and make downtown user-friendly
5. Maximize riverfront linkages and pedestrian connectivity to the downtown and surrounding community
6. Create open spaces and recreational activities and promote environmental preservation
7. Enhance and maintain the public realm
8. Increase downtown residential development
9. Establish mechanisms to make plans happen

2017 Imagine Oshkosh

DOWNTOWN OUTER CORE

The Downtown Outer Core should be the City's top priority for new investment and development moving forward. This area completely surrounds the Downtown Core, the most active district of the Center City and the largest concentration of critical mass. However, the lack of critical mass within the Downtown Outer Core directly negates that in the Downtown Core and contributes to an impression of vacancy or inactiveness within the Center City. New development within the Downtown Outer Core should help to round out a concentration of critical mass, activity, and vitality at the community's core. Over time, this district should also be the beneficiary of developing expanding outward as the Downtown Core sees continued investment.



2024 Downtown Redevelopment Plan



- 1 Mixed-use development with commercial/service uses fronting the riverfront and public plaza areas
- 2 Provide outdoor dining opportunities along the Fox River
- 3 Consolidate parking (surface or parking decks) and screen from public roads where possible
- 4 Incorporate public green space and open lawn areas
- 5 Provide clear and easy access from Opera Square Plaza (and all of Downtown) to the riverfront
- 6 Maintain existing building (4imprint)
- 7 Strengthen connection to existing property to the south – This is the primary access point to the Fox River



Existing Conditions

CITY CENTER REDEVELOPMENT BLOCK DOWNTOWN
IMPROVEMENT RECOMMENDATIONS – CATALYST SITE

City Center Properties Unit 1

Owned by Bayshore Development II, LLC

Address: 101 Commerce Street, Oshkosh

Details:

- Single structure with frontage on Commerce Street and Pearl Avenue.
- Two-story office and retail building
- Approximately 100,540 gross square feet (97,260 square feet of rentable area).
- First floor is occupied by various retail shops known as the Shops at City Center.
- The majority of the building, approximately 86,234 square feet, is occupied by a local corporate headquarters.



City Center Properties Unit 2



Unit 2 is owned by City Center Associates, LLC with a mailing address of 201 Pearl Avenue, and consists of a multi-tenant office/retail building with frontage along Pearl Avenue, Division and Jackson Streets. Unit 2 has a gross building area of approximately 357,208 square feet (not including the parking ramp) and is a mix of one and two-story structures. The building is occupied by various tenants, including retail shops, office uses, a daycare, a restaurant and the United States Social Security office.



Recent History



Date	Details	Misc
5/28/24	Common Council Presentation – Downtown Redevelopment Plan	video of presentation
7/8/24	Parks Board Presentation – Downtown Redevelopment Plan	
7/3/24 and 8/27/24	Res 24-469 **Approve General Development Plan and Specific Implementation Plan for a Personal Storage Facility at 400 City Center (Plan Commission Recommends Approval.	https://youtu.be/Xg1-wUppzkw?si=MMRfKkWStHycY3p4&t=1291 ; RES 24-469 GDP SIP 400 City Center
7/3/24 and 8/27/24	* Ord 24-438 Approve Zone Change from Central Mixed-Use District with Riverfront Overlay (CMU-RFO) to Central Mixed-Use District with Riverfront and Planned Dev Overlay (CMU-RFO-PD) at 400 City Center	(Plan Commission Recommends Approval)Held over until applicant requests reconsideration
10/22/24	City Hall Facilities Study	View Agenda Item ; Video of presentation ; PDF presentation of City Hall options ; Full 2024 facilities study (PDF)
11/12/24	Closed Session (re city hall), Tuesday, November 26th, after Council meeting	View Agenda Item
10/14/25	Closed Session (re downtown redevelopment plan)	View Agenda Item

Questions



TO: Honorable Mayor and Members of the Common Council
FROM: Rebecca Grill, City Manager
DATE: October 10, 2025
RE: Weekly Newsletter

1. **COUNCIL WILL SEEK APPLICATIONS FOR VACANT SEAT:** Next week, the Oshkosh Common Council will open the process to fill a vacant seat on the Council. There is now a seat open due to the resignation of Council Member Kris Larson.

"I would like to thank Mr. Larson for his dedicated service to the City of Oshkosh," said Mayor Matt Mugerauer. "We are, without a doubt, better off because of his service. While he will be missed on Council, I'm confident that Kris will continue to strongly advocate for ways to make Oshkosh a better place to live, work, play, and invest."

In accordance with Wisconsin State Statutes, in the event of a vacancy on the Council, applications are solicited from residents interested in filling the vacant position. Applicants will have 30 days to submit their applications, at which point the Common Council will review the application materials. Applicants will be asked to make a five-minute presentation at the Tuesday, November 25, 2025, meeting of the Oshkosh Common Council, and Council will vote and make an appointment at the meeting that night.

More information about the position and the process will be available on the City's website beginning next week. For questions regarding this process, please contact the Oshkosh City Manager's office at citymgr@oshkoshwi.gov or (920) 236-5002.

2. **MAJOR OPPORTUNITY: CITY CONSIDERS MOVING FORWARD WITH DOWNTOWN REDEVELOPMENT PLAN:** The City of Oshkosh has a **unique opportunity** to acquire the property commonly known as the City Center, a site already fostering a variety of successful businesses that contribute to the area's vitality. This opportunity provides the ability to invest in our community's future and align the area with the Downtown Redevelopment Plan to further enhance its status as a **vibrant** destination.

The October 14, 2025 Council agenda will include the following item for closed session: "potential redevelopment and/or acquisition of property located at 101 Commerce Street and 201 Pearl Avenue in the City of Oshkosh, commonly known as City Center." Should the Council give direction to explore this opportunity further, the item will appear on future agendas for public input, discussion and consideration.

This location is considered a catalyst site in the [Downtown Redevelopment Plan](#), located on the City's [Planning Services](#) page. If the Council eventually decides to move forward with the acquisition of the property, it will be **the first step for future redevelopment**.

This property, with its prime riverfront location, holds even greater potential for transformative growth. Through the initial acquisition of this site, the City of Oshkosh — on behalf of residents — will have **a stronger influence on its future** and strategically guide Oshkosh's continued trajectory as a premier destination.

This potential purchase is a crucial investment into Oshkosh's future because it is expected to create a more vibrant destination for both residents and visitors. Creative deliberation and redevelopment of this riverfront parcel are anticipated to build on downtown Oshkosh's current **position as a major regional draw**.

Furthermore, revitalizing the location is **important for our financial success** as a community. By redeveloping this key parcel and others, we can build a dependable tax base for years to come, which can help reduce the property tax burden on homeowners.

If you wish to share comments or have questions, please contact my office, citymgr@oshkoshwi.gov or (920) 236-5002.

3. **TRANSPORTATION COMMITTEE MEETING MOVED TO MONDAY:** Due to the City of Oshkosh Common Council budget workshop next week, the **Transportation Committee** meeting for October has been moved to **Monday, October 13th at 4:00pm** in Room 404 of City Hall (215 Church Ave). The [agenda](#) for the meeting and related materials can be found on the City's [online document center](#).

4. **ROAD CLOSURE OF INTERSECTION OF WEST SOUTH PARK AVENUE AND NEBRASKA STREET:** The City of Oshkosh would like to notify residents that the intersection of West South Park Avenue and Nebraska Street will be closed beginning the week of October 13th due to the Nebraska Street Sanitary Interceptor Sewer Construction Project (Project) happening in that area. Construction is expected to take approximately three weeks, with the intersection planned to be open by October 31st.

The work for this Project, being conducted by general contractor Advance Construction, consists of the public construction of sanitary sewer, concrete pavement, and sidewalk on Nebraska Street.

If you wish to receive e-mailed construction updates for this Project, Contract 25-02, please visit our [Public Works Email Distribution Lists page](#) and follow the instructions at the top of the page. If you have any questions, please contact Construction Management Supervisor Craig Ramthun.

5. **GET INVOLVED IN A BOARD OR COMMISSION:** If you are interested in serving your community, consider becoming a member of one of the City's citizen advisory boards,

commissions, or committees. There are current openings on the following boards and commissions:

- Board of Review
- Board of Zoning Appeals
- Landmarks Commission
- Long Range Finance Committee
- Plan Commission
- Transportation Committee

To learn more about the boards and commissions, or to complete an application to serve, visit [our boards and commissions webpage](#). If you have questions about current openings, the process of appointment, or need more information about a particular board, please contact the City Manager's Executive Assistant, Kami Zuercher, by email (kzuercher@oshkoshi.gov) or call 920-236-5002.



DATE: October 28, 2025

SUBJECT: Current initiatives

Attachments

10.28.25 Current Initiatives

City of Oshkosh
Status of Current Initiatives

Date of Initial Request	Affected Department(s) (if applicable)	Initiative	Current Status	Next Status Report/Update	Other Notes
11/26/2024	Public Works / Finance / Legal	Special Assessment Deferral Policy	Long Range Finance Committee discussed the draft policy at their October meeting.	10/28/2025	Staff is bringing the feedback from Long Range Finance to Council for discussion and direction at the October 28th meeting.
8/12/2025	Legal / Police / Transportation	ATV/UTV Ordinance	At their August 12th meeting, Council discussed the possibility of adding an ordinance allowing ATVs and UTVs to operate in the city at their August 12th meeting. It was referred to the Transportation Committee for a recommendation, using the Winnebago County ordinance as a starting place for their discussion.	10/28/2025	At their 10/13 meeting, Transportation Committee discussed the issue and did not make a recommendation. The item is being brought back to Council for discussion and direction to staff at the October 28th meeting.



DATE: October 28, 2025
SUBJECT: Background information for closed session

Background

The Downtown Redevelopment Plan, created in May 2024, outlines how important the development of Oshkosh's Downtown area is to the future of Oshkosh. The plan specifically emphasizes the need for more investment in the downtown region. By investing in underutilized or vacant properties, the city can stimulate economic growth, improve infrastructure, and attract new businesses and residents. This not only revitalizes areas in need but also increases property values, leading to higher tax revenues over time.

City staff have been having informal conversations with the owners of the City Center property for the last few years about possible acquisition and potential redevelopment of the property. The owners, Bay Shore Development II, LLC and City Center Associates, LLC, have now approached the City about acquiring and redeveloping the City Center properties. Staff is seeking Council guidance and direction in order to proceed.

The City Center property is a former urban mall property constructed in 1970 and consisting of several buildings, common areas and parking facilities bounded by Commerce Street on the east, Jackson and Division Streets on the west, Pearl Avenue on the north and the Fox River on the south. The parcel is currently under a condominium form of ownership with 2 units.

Unit 1 is owned by Bayshore Development II, LLC with a mailing address of 101 Commerce Street, Oshkosh and consists of a single structure with frontage along Commerce Street and Pearl Avenue. Unit 1 is a two-story office and retail building with approximately 100,540 gross square feet (97,260 square feet of rentable area). The first floor is occupied by various retail shops known as the Shops at City Center. The majority of the building, approximately 86,234 square feet, is occupied by a local corporate headquarters.

Unit 2 is owned by City Center Associates, LLC with a mailing address of 201 Pearl Avenue, and consists of a multi-tenant office/retail building with frontage along Pearl Avenue, Division and Jackson Streets. Unit 2 has a gross building area of approximately 357,208 square feet (not including the parking ramp) and is a mix of one and two-story structures. The building is occupied by various tenants, including retail shops, office uses, a daycare, a restaurant and the United States Social Security office.

The purpose of the closed session is to discuss bargaining options, strategy, parameters and terms related to the potential redevelopment and/or acquisition of the City Center property.
