



**City of Oshkosh Water System
Water Supplier Service Area Plan**

Draft

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Prepared for:
City of Oshkosh



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Acronyms and Abbreviation

ADD	average day demand
City	City of Oshkosh
ECWRPC	East Central Wisconsin Regional Planning Commission
GIS	geographic information system
gpm	gallons per minute
HLPS	high-lift pump station
Jacobs	Jacobs Engineering Group, Inc.
LF	linear feet
LLPS	low-lift pump station
MDD	maximum day demand
mgd	million gallons per day
PSC	Public Service Commission of Wisconsin
WASD	Winnebago Area Sanitary District
WDNR	Wisconsin Department of Natural Resources
WSSA	water supply service area
WSSAP	Water Supply Service Area Plan
WFP	Water Filtration Plant

1. Introduction

1.1 Water Supply Service Area Plan

Wisconsin Administrative Code Chapter NR 854 Water Supply Service Area Plans (NR 854) establishes procedures and requirements for the preparation of water supply service area plans for public water systems that serve over 10,000 people and withdraw water from the waters of the state. NR 854 requires a water supply service area plan (WSSAP) be prepared by December 31, 2025, and be reviewed and updated as needed every 5 years.

The City of Oshkosh (City) owns and operates a public water system that serves over 67,000 people and is required to prepare a WSSAP. The WSSAP compliments other water system planning resources used by the City, including the following:

- *Sanitary Survey Report for the Water Supply System Serving the City of Oshkosh* (Wisconsin Department of Natural Resources [WDNR] 2025) – performed every 3 years.
- *Final City of Oshkosh Water System Capacity Study* (Jacobs 2019).
- *City of Oshkosh Water Utility Asset Management Plan Update* (Jacobs 2020).
- *City of Oshkosh 2025 – 2034 Capital Improvement Program* (City 2024a) – updated annually.
- *City of Oshkosh 2025 – 2029 Capital Improvement Plan* (City 2024b) – updated annually.
- *2024 Risk Management Program/Process Safety Management Plan* (Jacobs 2024) – updated every 5 years.
- *City of Oshkosh Water Utility Emergency Response Plan* (Jacobs 2021) – updated every 5 years.
- *City of Oshkosh Risk and Resilience Assessment* (Jacobs 2025) – updated every 5 years.

The planning period for the WSSAP must be at least 10 years and not more than 20 years.

The selected planning period for the WSSAP is 15 years, extending to 2040, to coincide with water-demand forecasts prepared as part of the *Final City of Oshkosh Water System Capacity Study* (Jacobs 2019).

The WSSAP was developed largely on the basis of the conclusions and recommendations of the above resources along with information from City of Oshkosh Water Utility Annual Reports to the Public Service Commission of Wisconsin (PSC).

The WSSAP does not need to be submitted, reviewed, or approved by the WDNR because the City is not seeking a new or increased diversion of Great Lakes water.

2. Delineated Water Supply Service Area

The City public water system is in Winnebago County, Wisconsin, and serves customers primarily located within the City municipal boundary. Through an intergovernmental agreement, the City provides water service to approximately 103 customers in the Town of Oshkosh in an area referred to as the Winnebago Area Sanitary District (WASD). Through intergovernmental agreements with the Town of Algoma, the Town of Nekimi, and the Town of Black Wolf, the City can provide water service when requested by and available to customers located in designated attachment areas. Figures 2-1 and 2-2 from the *Final City of Oshkosh Water System Capacity Study* (Jacobs 2019) show the actual 2015 and projected 2040 land use, service area, and attachment areas. For additional details, refer to Appendix A.

In 2020, the City entered into an intergovernmental agreement to serve approximately 103 people within the WASD located in the Town of Oshkosh. The WASD has historically received water and wastewater services from the State of Wisconsin Winnebago Mental Health Institute, a customer of the City's water and wastewater utilities. When the State of Wisconsin discontinued its utilities services, the WASD was formed and entered into a direct service agreement with the City. The Winnebago Area is depicted in Figure 2-3.

The City water supply service area is within the jurisdiction of the East Central Wisconsin Regional Planning Commission (ECWRPC), which assists local governments to ensure a regionally coordinated approach to planning. Neither the ECWRPC nor the WDNR has formally delineated a City of Oshkosh water supply service area (WSSA); however, a formal WSSA delineation would be established in the event the City proposed to request a new or increased Great Lakes water diversion.

The WSSAP integrates service area population, land use, economic, and housing projections prepared by the ECWRPC in the *City of Oshkosh Comprehensive Plan Update 2040* (ECWRPC 2018) and used in the *Final City of Oshkosh Water System Capacity Study* (Jacobs 2019).

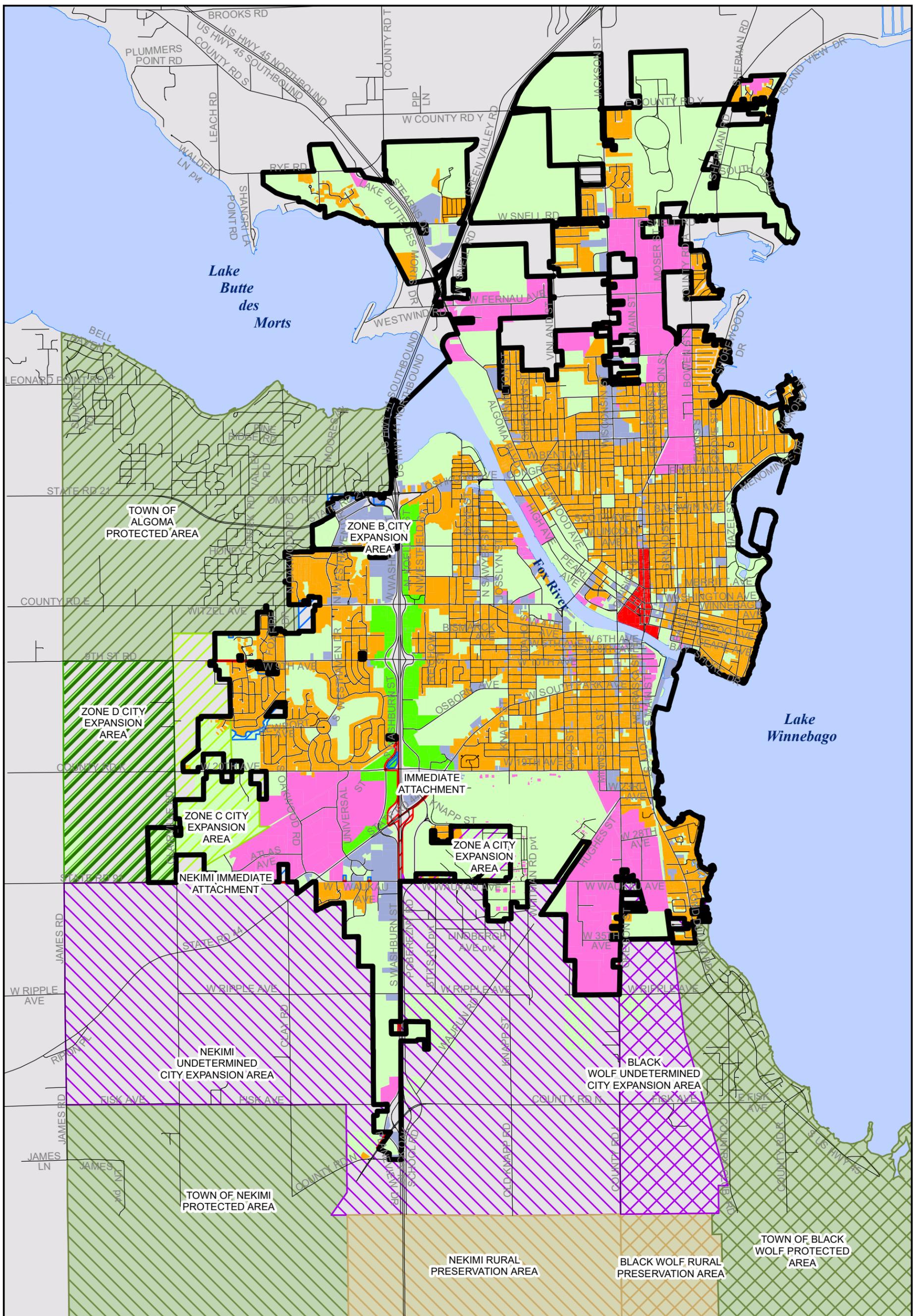


Figure 2-1 Land Use, Service, and Attachment Areas in 2015



Legend

- City Service Area 2015
- Center City Mixed Use
- General and Neighborhood Commercial
- Other
- Interstate Commercial
- Residential
- Industrial and Commercial Mixed Use

Prepared by:



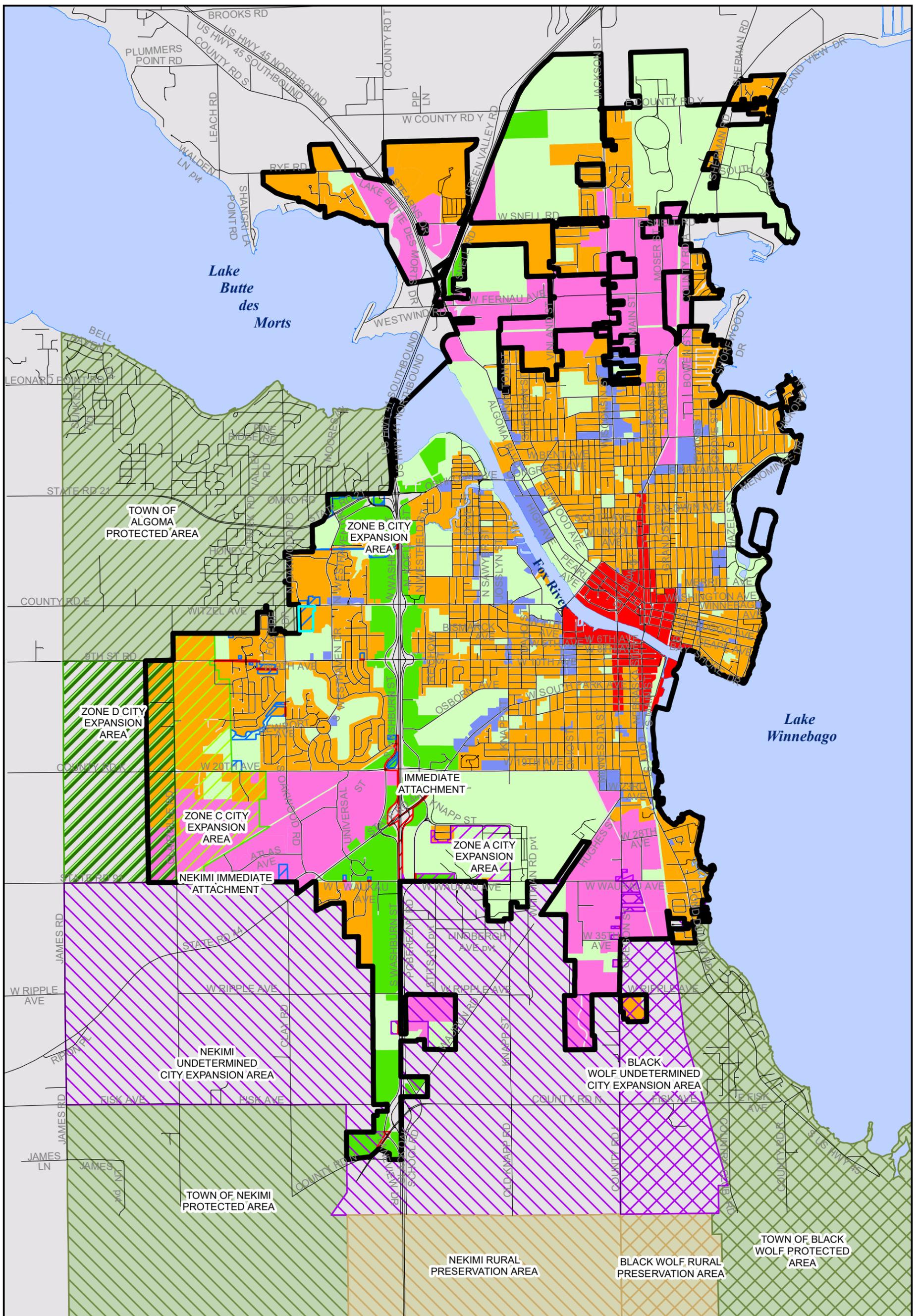


Figure 2-2 Land Use, Service, and Attachment Areas in 2040



Legend

- City Service Area 2040
- Other
- Residential
- Center City Mixed Use
- General and Neighborhood Commercial
- Interstate Commercial
- Industrial and Commercial Mixed Use



Prepared by:

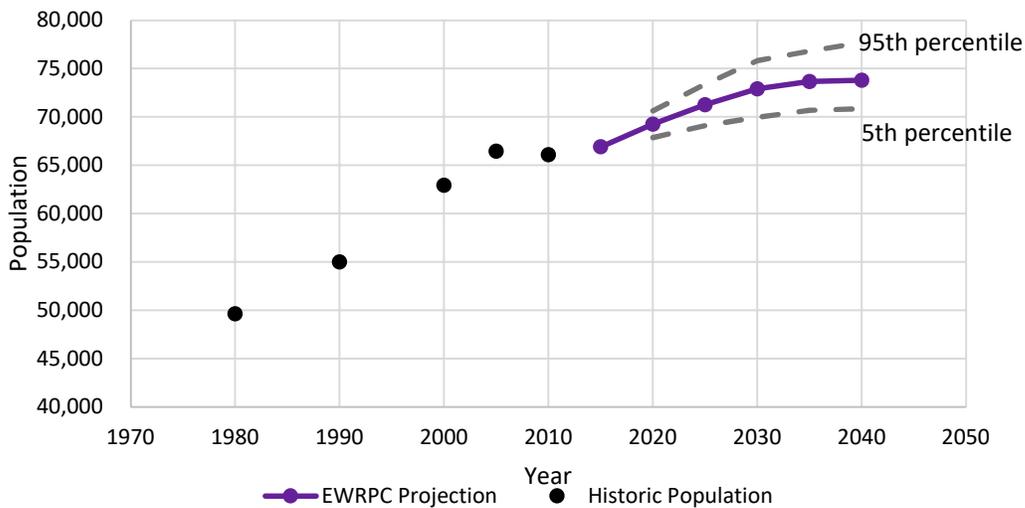


2.1 Service Area Population

Currently, the City provides water service to the City population of about 67,000, the WASD, and a small number of customers located in designated attachment areas outside the City municipal boundary.

Figure 2-4 shows the population projections for the City used in the development of water-demand forecasts prepared by the State of Wisconsin Department of Administration and ECWRPC. Between 2010 and 2015, the population in the City is estimated to have grown by 1.2 percent, the same as the state (1.2 percent) and outpacing the estimated growth in Winnebago County (0.9 percent). The City is expected to grow by 11.7 percent between 2010 and 2040 (ECWRPC 2018). The ECWRPC projections level off in year 2030 due to anticipated conditions of low birth and high death rates. To account for the inherent uncertainty in population projections, a distribution of values was input into the forecasting model, with the median probability given to the ECWRPC population projections. The range of the distribution accounts for inherent uncertainty in population projections and population in the portions of designated attachment areas anticipated to receive water service by 2040.

Figure 2-4. Historic and Projected City Population



Source: *Final City of Oshkosh Water System Capacity Study* (Jacobs 2019).

The estimated population of the City of Oshkosh in 2025 is about 67,242¹ aligning with the lower end of the projection range and about 5 percent less than the median. The City's approximate 0.5 percent annual increase in population is similar to the average for the state of Wisconsin.

2.2 Service Area Land Use

The following analysis of service area land use is from the *Final City of Oshkosh Water System Capacity Study* (Jacobs 2019). For additional details, refer to Appendix A. The City encompasses 14,870 acres

¹ World Population Review, <https://worldpopulationreview.com/us-cities/wisconsin/oshkosh>

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of land, with about 51 percent (7,610 acres) in use by water customers. Table 2-1 lists the 2015 and planned 2040 service area land use inventory. By 2040, an estimated additional 2,560 acres within the City will be developed for use by water customers. This land is currently available for development/redevelopment.

The total combined (Town of Algoma, Tower of Nekimi, and Town of Black Wolf) designated attachment area is 10,788 acres. The City currently provides water service to about 1,040 acres and anticipates that by 2040 an estimated additional 1,200 attachment area acres will be served (Table 2-2).

Land use and associated water utility billing data were analyzed to develop water-duty factors for different types of customer land use, including mixed use, i.e., combined commercial and industrial areas.

Table 2-1. Current and 2040 Planned Service Area Land Use Inventory

2015 Land Use, ^a Acres		2040 Planned Land Use, ^b acres	
Land Use	Acres	Land Use	Acres
Agriculture	842	Center City	388
Commercial	1,161	Community Facility	3,105
Government	1,034	General and Neighborhood Commercial	863
Industrial	1,606	Industrial	2,823
Infill Non-Res	17	Interstate Commercial	1,176
Infill Residential	52	Light-Density Residential	5,032
Infrastructure	370	Medium- and High-Density Residential	1,094
Institutional	1,799	Park	1,337
Landfill-Quarry	122	Quarry	122
Mixed Use	53	Railroad ROW	136
Multifamily	808	Total	16,076
Parking Lot	40		
Public Park	556		
Rec-Open Space	543		
School	440		
Single-Family	3,548		
Two-Family	371		
Vacant Land	1,510		
Total	14,870		

^a City Geographic Information System (GIS) files are source of current land use data.

^b ECWRPC GIS files are the source of planned land use data that includes portions of designated attachment areas.

Table 2-2. Attachment Areas Summary

Community	Total Acres	Attachment Area Acres	Attachment Area Acres Served in 2015	Estimated Attachment Area Acres Served by 2040
Town of Algoma	6,191	2,437	727	1,587
Town of Nekimi	10,040	7,175	281	281
Town of Black Wolf	18,436	1,175	35	35
Town of Oshkosh ^a	6,144	not applicable	not applicable	346
Total	34,668	10,788	1,043	2,249

^a While the City of Oshkosh and the Town of Oshkosh do not have an intergovernmental agreement with provisions for City services in designated attachment areas, the City currently serves some Town areas including the Winnebago Area and will serve an additional estimated 346 acres by 2040.

3. Public Water Supply System Description

The City public water system is composed of Lake Winnebago water supply intakes, the Water Filtration Plant (WFP), finished water storage facilities, and a distribution system. The distribution system consists of nearly 300 miles of water mains, finished water pump stations, and elevated storage tanks.

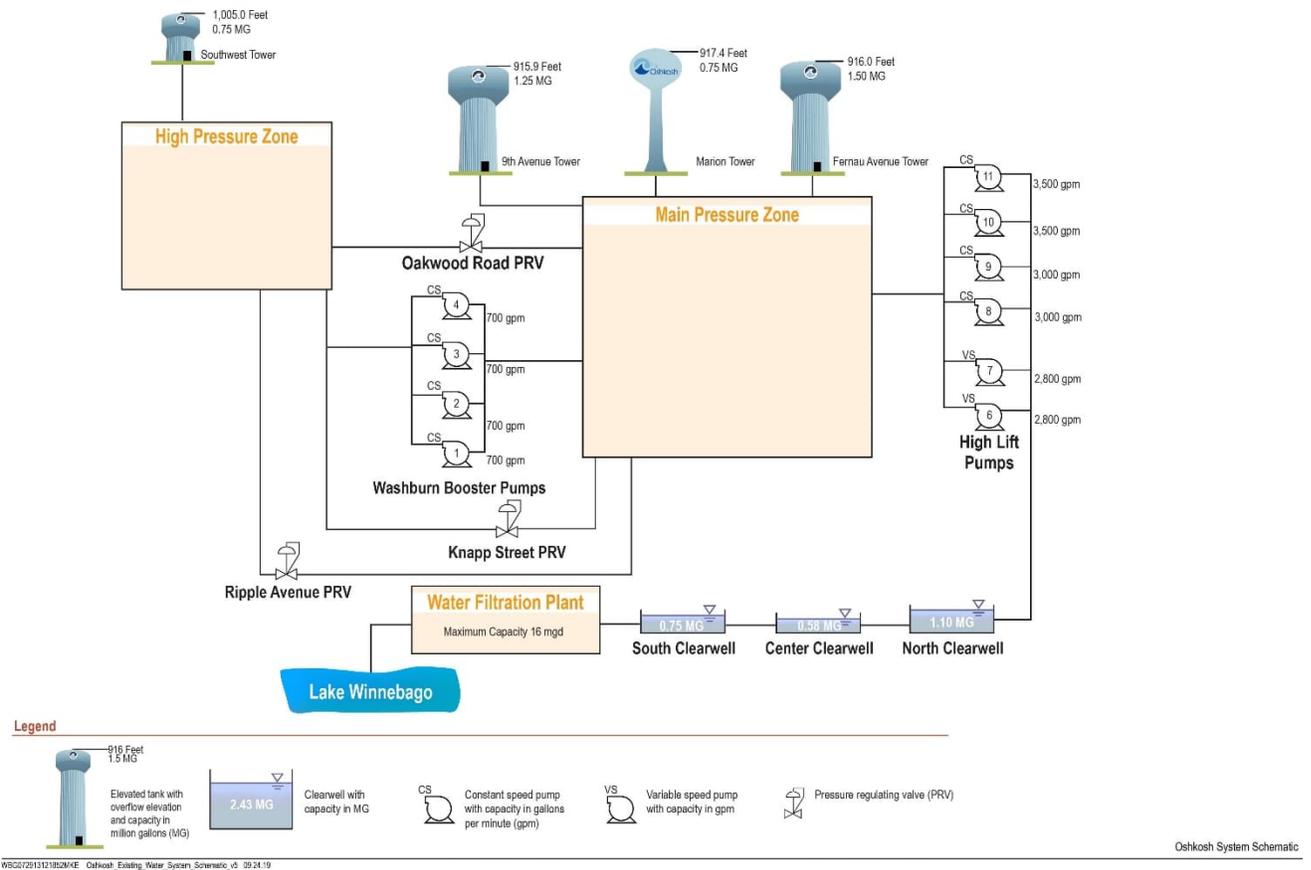
Water produced at the WFP is conveyed by high-lift and booster pumps through distribution system water mains. Water is stored in WFP clearwells and elevated tanks in the system. Typically, over 90 percent of the City's water demand is served by the main pressure zone, with pressures ranging from 40 to 75 pounds per square inch. The remainder of system demand is met by the high (Southwest) pressure zone, which is a boosted zone with pressures ranging from 47 to 87 pounds per square inch.

The distribution system currently consists of the following major components (Figure 3-1):

- Over 2.4 million gallons of finished water storage at the WFP.
- WFP high-lift pump stations (HLPs) with emergency backup power: 1985 HLPs/LLPS with 13.6 million gallons per day (mgd) firm capacity and 2009 HLPs with 4 mgd firm capacity.
- Southwest Washburn Booster Pump Station, 3 mgd firm capacity with emergency backup power.
- Oakwood Road, Knapp Street, Ripple Avenue pressure-reducing valves to allow high-pressure-zone water to supplement supply in the main pressure zone and to manage water age.
- 4.25 million gallons of elevated storage in the distribution system.

Construction of a major WFP capital project, the Clearwells Replacement Project, will begin in 2026. This completed project will reduce the WFP onsite storage capacity to 2.0 million gallons and high-lift pumping capacity to 13.7 mgd with facilities that comply with current regulations and meet projected system needs through 2040.

Figure 3-1. City of Oshkosh Water System



gpm = gallons per minute

In addition to water supply, treatment, and conveyance facilities, the water system is supported by water distribution system maintenance personnel and equipment based in the City of Oshkosh Water Distribution Headquarters and utility finance, engineering, and City information technology network based in City Hall.

3.1 Sources of Water Supply

Raw water is supplied from Lake Winnebago to the WFP via intakes and low-lift pump station (LLPS). The following are characteristics of the existing raw water intakes:

- 60-inch intake pipe, 2,540 linear feet (LF) long – primary intake, in service with maximum capacity of 16 mgd.
- 36-inch intake pipe, 1,800 LF long – backup intake, not operable due to condition and performance issues with theoretical capacity of 10 mgd.
- 24-inch intake pipe, 900 LF long – backup intake, not in service but operable during emergency conditions with effective capacity of 6 mgd.
- 24-inch intake, 1,200-LF long – backup intake, not in service but operable during emergency conditions with effective capacity of 6 mgd.

3.2 Water System Water Withdrawals

Table 3-1 lists the total annual and average daily volumes of water withdrawn from Lake Winnebago.

Table 3-1. Annual and Average Daily Water Withdrawal

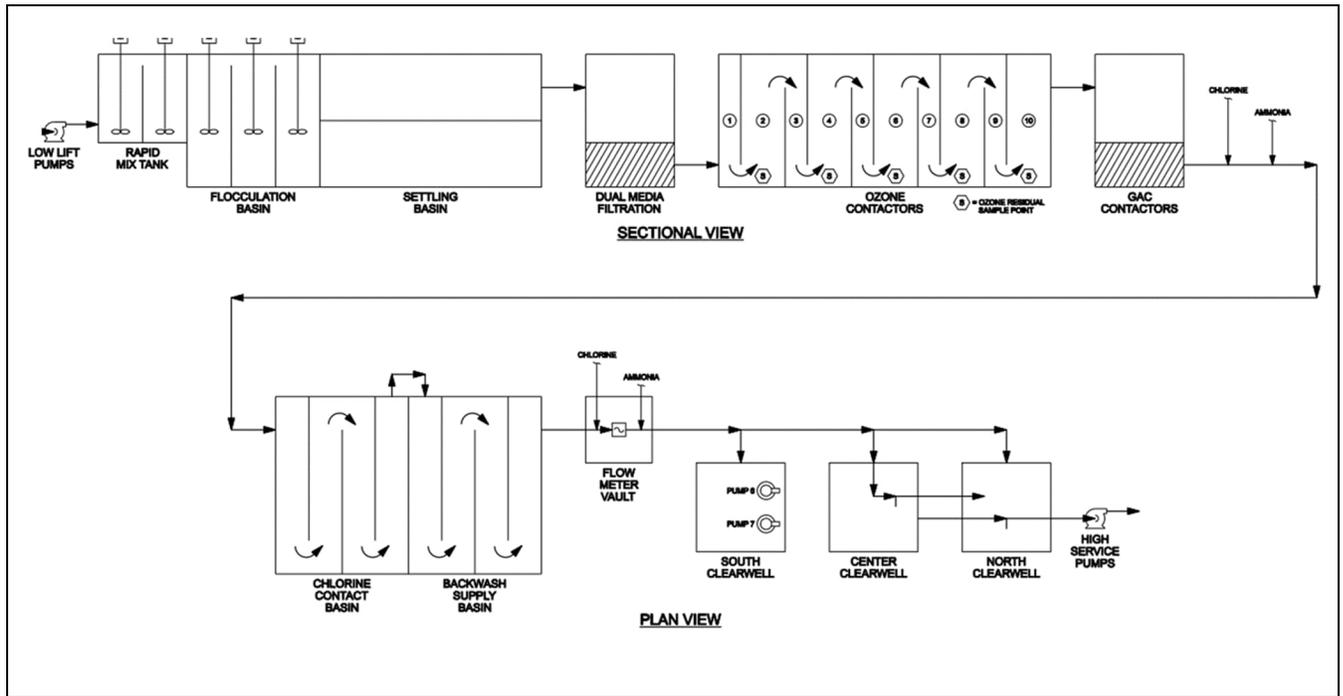
Year	Total Annual Water Withdrawal (000's gallons)	Average Daily Water Withdrawal (000's gallons)
2015	2,251,999	6,170
2016	2,113,408	5,790
2017	2,171,949	5,951
2018	2,181,775	5,977
2019	2,176,783	5,964
2020	2,121,797	5,813
2021	2,267,027	6,211
2022	2,149,769	5,890
2023	2,143,079	5,871
2024	2,165,441	5,933

3.3 Water Filtration Plant

The City owns and operates a 16-mgd capacity WFP that has been in service since 1999. The water system source of supply is Lake Winnebago, a surface water source that is naturally subject to seasonal periods of high-turbidity water and algal blooms. Figure 3-2 shows the surface water treatment process flow diagram.

The WFP facilities include LLPSs, Rapid-Mix Channels, Flocculation Basins, Sedimentation Basins, Dual Media Filters, Ozone Contactors, Granular Activated Carbon Contactors, a Chlorine Contact Time/Backwash Supply Basin, a Backwash Recovery Basin, Clearwells, and HLPs. Refer to Figure 3-2. The WFP houses storage and feed systems for treatment chemicals including chlorine, ammonia, oxygen, aluminum sulfate, cationic polymer, sodium hydroxide, phosphoric acid, and fluoride. Lake Winnebago supply water intake pipes convey raw water to the LLPSs and finished water transmissions convey finished water from the HLPs to the distribution system. The WFP is configured in two parallel 8-mgd capacity treatment trains.

Figure 3-2. WFP Treatment Process Flow Diagram



The WFP site has served as the location for water supply and treatment facilities since the late 1800s. The WFP 9-acre parcel is bound on the north by a public park and beach, on the east by Lake Winnebago, on the south by the National Register-listed Washington Avenue Historic District, and on the west by single-family residences (Figure 3-2). The WFP is adjacent to popular public access to Lake Winnebago for sailing, fishing, boating, and swimming. Consequently, water system security, functional, and aesthetic requirements are important considerations in the operation and maintenance of the WFP.

Figure 3-2. City Water Filtration Plant Site



4. Possible Area Water Supply Sources²

In Winnebago County in the vicinity of the City, there are several sources of drinking water supply including surface water from the Fox and Wolf rivers and their associated lakes and reservoirs (the Lake Winnebago Pool) and groundwater from sandstone, dolomite, and sand and gravel aquifers. Water sources are hard and generally require treatment for municipal and industrial use. Lakes and rivers are subject to urban pollutants and seasonal algal blooms. Groundwater in Winnebago County is very hard and subject to naturally occurring contaminants including iron, manganese, and radium A saline water zone borders the eastern edge of the county and underlies areas of Neenah-Menasha and Oshkosh.

A thick, southeastward-dipping sandstone aquifer, yielding as much as 1,000 gpm (1.4 mgd) to municipal and industrial wells, underlies Winnebago County. A dolomite aquifer in the eastern and southern part of the county yields as much as 50 gpm. Sand and gravel layers and lenses in bedrock in northwestern Winnebago County and in the upper Fox River valley yield as much as 50 gpm to wells.

4.1 Water System Lake Winnebago Source of Supply

In the vicinity of the City's water system, Lake Winnebago is the most abundant and sustainable source of supply compared to other possible sources of supply. Lake Winnebago is one of the Winnebago Pool lakes along with Lake Butte des Morts, Lake Winneconne, and Lake Poygan. Water levels in the Winnebago Pool lakes have been managed by the United States Army Corps of Engineers since the late 1880s to protect communities from flood risks and to balance the navigational, recreational, and environmental objectives of these critical water resources.

- Lake Winnebago is an abundant source of supply even though it has been subject to historical periods of drought over the past 150 years. During drought periods, the United States Army Corps of Engineers manages lake levels with dam operation to meet water resources community and ecological performance objectives. The City has never needed to restrict customer water use due to drought conditions.
- Lake Winnebago is a sustainable source of supply because City water utility customers are also City wastewater utility customers, and the City's wastewater treatment plant discharges to the Fox River.

4.2 Alternatives to the Existing Water System Source of Supply

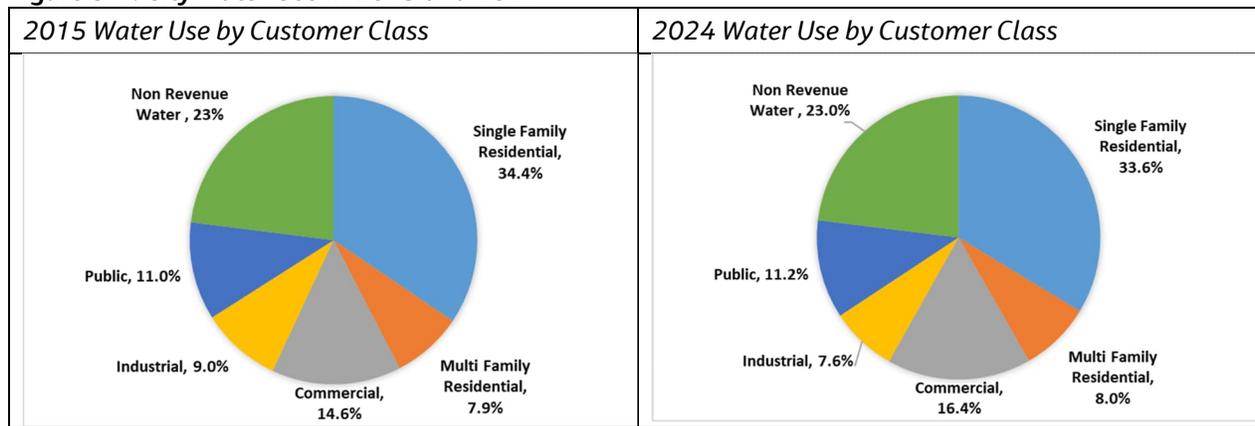
Alternatives to a Lake Winnebago supply include local river surface intakes and groundwater wells. These alternative sources of supply would require the construction to new conveyance (pump station and pipelines) and treatment facilities to meet regulated drinking water regulations. These alternative sources would have greater environmental adverse impacts, the result of decreasing stream flow to river habit and decreasing aquifer levels. Given regulatory requirements to provide the most cost-effective service and selecting water infrastructure alternatives that will result in minimal environmental impacts, alternative sources of supply are not viable to implement with the existing water system infrastructure and unlikely to be approved by the PSC and WDNR.

² Olcott, Perry G., Geology and Water Resources of Winnebago County, Geological Survey Water-Supply Paper 1814. 1966.

5. Water Use by Customers

Figure 5-1 shows water use by customer class for 2015 and 2024. Table 5-1 lists customer water use, water pumpage, and water loss information for the past 10 years. The City completes a water use audit that aligns with American Water Works Association M36 Manual – Water Audits and Loss Control Programs as part of its annual reporting to the PSC.

Figure 5-1. City Water Use in 2015 and 2024



5.1 Non-revenue Water

Non-revenue water is water that has been “lost” before it reaches the customer. Losses can be real losses—physical water losses through leaks or apparent losses—or water losses from inaccurate metering or theft. In the past 10 years, City percent water loss and non-revenue water has ranged from 11 to 28 percent. Because the City water system is a Class AB utility with water loss in excess of 15 percent, *Wisconsin Administrative Code* Chapter PSC 185 Standards for Public Water Utility Service requires the City to conduct leak surveys for 3 consecutive years and repair leaks. For over 10 years, the City has complied with this requirement. To further reduce non-revenue water, the City maintains a meter testing and repair program and estimates authorized—and unauthorized—unbilled water use.

Table 5-2. Water Use Summary 2015–2024

Year	Gallons per Year									
	Residential (000's)	Multifamily Residential (000's)	Commercial (000's)	Industrial (000's)	Public (000's)	Total Water Sales (000's)	Entering Distribution System (000's)	Total Water Loss (000's)	Non-Revenue Water (000's)	Non-Revenue Water, %
2015	750,044	172,988	317,203	196,895	239,184	1,676,314	2,177,770	485,794	501,456	23%
2016	735,845	173,246	332,036	203,738	246,132	1,690,997	2,043,554	327,339	352,557	17%
2017	721,433	174,921	336,108	197,987	243,281	1,673,730	2,125,672	417,797	451,942	21%
2018	724,861	171,662	346,223	197,012	244,142	1,683,900	2,118,728	413,306	434,828	21%
2019	818,076	199,455	396,905	197,696	266,994	1,879,126	2,112,662	210,318	233,536	11%
2020	721,947	171,367	303,865	182,604	207,514	1,587,297	2,048,119	436,299	460,822	22%
2021	704,664	162,975	323,779	189,952	210,689	1,592,059	2,210,157	593,580	618,098	28%
2022	689,542	161,315	339,230	178,291	212,117	1,580,495	2,096,646	493,226	516,151	25%
2023	728,728	162,077	353,583	170,602	232,257	1,647,247	2,066,360	379,423	417,113	20%
2024	707,523	169,450	345,202	159,305	235,708	1,617,188	2,106,150	450,196	488,971	23%

Source: City of Oshkosh Water Utility Annual Reports to the Wisconsin Public Service Commission, 2015 – 2024.

5.2 Water Conservation

Water conservation occurs in the form of active conservation efforts (i.e., conservation ordinances, customer conservation financial incentives, customer educational programs) and passive conservation efforts that result from the prevalence of water-efficient fixtures and appliances in the marketplace. The City promotes the efficient use of water through public information materials but does not have a formal water conservation program with specific water-savings goals. Without a conservation program, water-use intensity has declined for all customer classes as evident in the City's water use data. This reflects water savings from the installation of water-efficient fixtures and appliances available in the marketplace and customer awareness of conservation and sustainability.

5.3 Metered Water Customers

The City currently serves over 24,000 metered accounts for water service to residential, commercial, industrial, and public customers.

Figure 5-2. City Metered Customers

Year	Number of Customer Meters					Total
	Residential	Multifamily Residential	Commercial	Industrial	Public	
2015	20,413	571	1,983	120	295	23,382
2016	20,569	563	1,992	119	295	23,538
2017	20,585	569	2,001	118	300	23,573
2018	20,709	570	2,020	118	301	23,718
2019	20,783	569	2,025	113	278	23,768
2020	20,809	564	2,026	114	277	23,790
2021	21,090	568	2,056	114	278	24,106
2022	20,902	563	2,127	115	272	23,979
2023	21,472	579	2,108	115	279	24,553
2024	21,212	558	2,039	116	272	24,197

Source: City of Oshkosh Water Utility Annual Reports to the Wisconsin Public Service Commission, 2015 - 2024.

5.4 Ten Largest Customers

Table 5-1 lists the City's 10 largest water customers and their water use for the past 10 years.

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Table 5-1. Ten Largest Water Utility Customers

2015		2016	
Customer	Gallons (000's)	Customer	Gallons (000's)
Oshkosh Correctional Institute	70,581	Oshkosh Correctional Institute	76,478
UW-Oshkosh	50,735	Bemis/Curwood/Milprint	57,562
Bemis/Curwood/Milprint	52,816	UW-Oshkosh	51,086
Pepsi Cola Bottling Co.	50,064	Pepsi Cola Bottling Co.	48,933
Winnebago Mental Health Institute	36,483	Winnebago Mental Health Institute	38,326
Hydrite Chemical Co.	27,760	Hydrite Chemical Co.	31,459
State Drug Abuse Correctional Center	21,523	State Drug Abuse Correctional Center	21,341
Midwest Realty Management	15,793	Oshkosh Corporation	18,987
Winnebago County	16,696	Winnebago County	17,278
Oshkosh Corporation	17,407	Midwest Realty Management	16,166
2017		2018	
Customer	Gallons (000's)	Customer	Gallons (000's)
Oshkosh Correctional Institute	78,321	Oshkosh Correctional Institute	77,513
Bemis/Curwood/Milprint	52,223	Bemis/Curwood/Milprint	51,910
UW-Oshkosh	49,730	UW-Oshkosh	44,517
Pepsi Cola Bottling Co.	40,997	Pepsi Cola Bottling Co.	40,636
Winnebago Mental Health Institute	36,023	Winnebago Mental Health Institute	38,719
Hydrite Chemical Co.	35,561	Hydrite Chemical Co.	36,015
Oshkosh Corporation	22,896	Oshkosh Corporation	24,659
State Drug Abuse Correctional Center	20,607	State Drug Abuse Correctional Center	19,779
Winnebago County	16,517	Midwest Realty Management	17,719
Midwest Realty Management	15,956	Winnebago County	16,998
2019		2020	
Customer	Gallons (000's)	Customer	Gallons (000's)
Oshkosh Correctional Institute	36,988	Oshkosh Correctional Institute	73,024
Bemis/Curwood/Milprint	24,205	Bemis/Curwood/Milprint	61,005
Winnebago Mental Health Institute	20,135	Winnebago Mental Health Institute	37,723
UW-Oshkosh	19,344	Pepsi Cola Bottling Co.	33,167
Pepsi Cola Bottling Co.	16,431	UW-Oshkosh	27,108
Hydrite Chemical Co.	14,157	Hydrite Chemical Co.	24,449
Oshkosh Corporation	12,496	State Drug Abuse Correctional Center	22,246
State Drug Abuse Correctional Center	11,064	Oshkosh Corporation	22,091
Midwest Realty Management	8,265	Midwest Realty Management	19,862
Winnebago County	7,782	Winnebago County	12,412
2021		2022	
Customer	Gallons (000's)	Customer	Gallons (000's)
State of Wisconsin	110,857	State of Wisconsin	111,495
Bemis/Curwood/Milprint	64,858	Bemis/Curwood/Milprint	50,130
Pepsi Cola Bottling Co.	35,815	UW-Oshkosh	34,110
UW-Oshkosh	33,369	Pepsi Cola Bottling Co.	37,659
Hydrite Chemical Co.	25,448	Oshkosh Corporation	22,291
Oshkosh Corporation	22,234	Hydrite Chemical Co.	23,764
Midwest Realty Management	19,268	Midwest Realty Management	17,764
City of Oshkosh	16,717	City of Oshkosh	16,102
State Drug Abuse Correctional Center	16,700	State Drug Abuse Correctional Center	18,448
Winnebago County	13,047	Winnebago County	12,324
2023		2024	
Customer	Gallons (000's)	Customer	Gallons (000's)
STATE OF WISCONSIN	114,988	STATE OF WISCONSIN	119,126
Bemis/Curwood/Milprint	45,184	Bemis/Curwood/Milprint	40,726
UW-Oshkosh	39,373	UW-Oshkosh	34,351
Pepsi Cola Bottling Co.	36,498	Pepsi Cola Bottling Co.	32,869
Oshkosh Corporation	23,187	State Drug Abuse Correctional Center	23,873
CITY OF OSHKOSH	18,909	Oshkosh Corporation	22,888
Midwest Realty Management	18,862	Hydrite Chemical Co.	22,303
Hydrite Chemical Co.	21,158	CITY OF OSHKOSH	20,728
State Drug Abuse Correctional Center	21,530	Midwest Realty Management	17,408
Winnebago County	14,062	Affinity Health System	15,959

6. Water-Demand Forecasts

6.1 Water System Capacity Study

The City updated its forecasted water system capacity requirements through 2040 in the *City of Oshkosh Water System Capacity Study* (refer to Appendix A) to ensure that sufficient and reliable capacity is available to meet water system needs. Because long-term water system planning is dependent on many input variables that range in value, water-demand forecasts were developed using a computer model customized with City customer water use data, land use information, water system performance characteristics, population projections, and future land use plans. To account for variation and uncertainty in input variables, water-demand forecasts were prepared using a Monte Carlo-based statistical analysis of planning factors. Inputs to the model align with recent water billing data, GIS data, and regional planning efforts—namely the *City of Oshkosh 2040 Comprehensive Plan* prepared by ECWRPC and adopted by the City in October 2018.

The following goals were accomplished through completion of the study:

- Analyze customer water billing, current land use, and system water use patterns; summarize projected service area population and future land use.
- Evaluate extending service to a potential future wholesale customer faced with groundwater supply contamination issues, that is, the Village of Winneconne.
- Develop a statistically based City water use model to simulate alternative future water system needs based on variable factors, including customer water use, population growth, land use, economic conditions, and other system factors.
- Provide thorough and data-based forecasts and uncertainty analyses.

6.1.1 Water-Demand Forecasts Summary

A probabilistic (Monte Carlo simulation) modeling approach evaluated 10,000 statistically generated versions of 2040 water demands, which resulted in a distribution of results. This forecasting approach allowed the City to understand the sensitivity of the forecasts to each planning variable and the probability of being able to supply sufficient water for future conditions. This approach allowed the City to evaluate risks associated with future uncertainties. Within the 2040 planning horizon, dramatic change is not anticipated in population projections nor evident in approved land use plans.

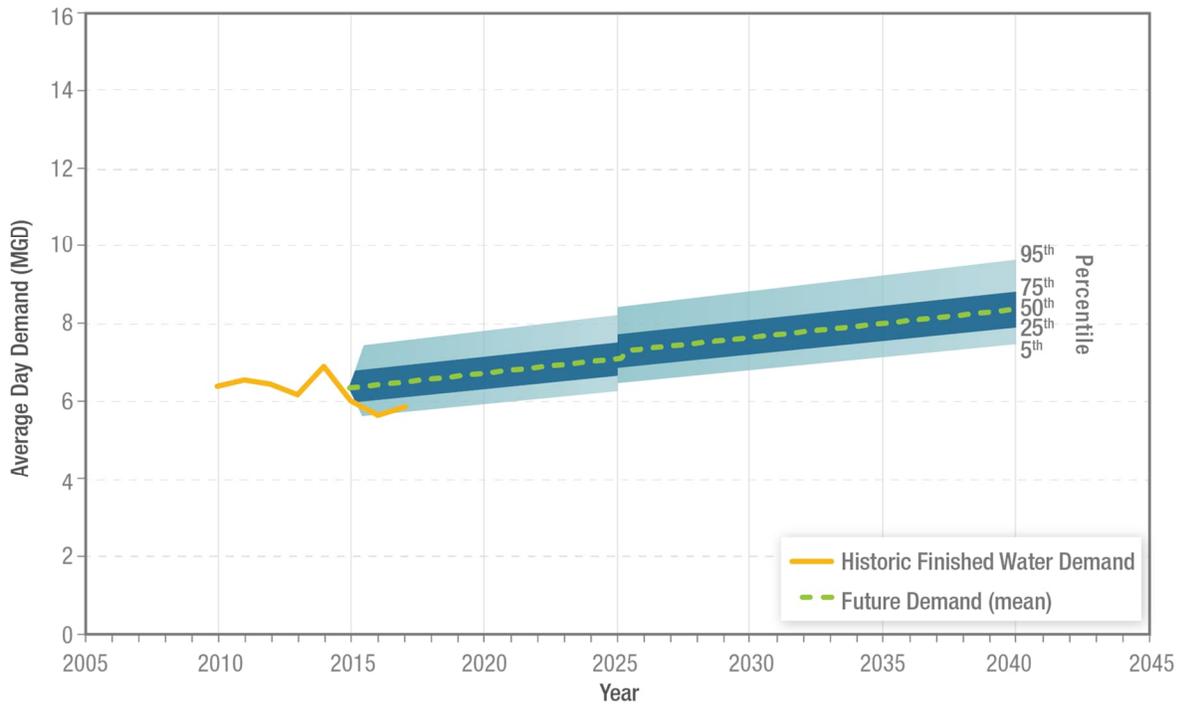
The results of the forecast indicate a modest increase in water demand across most customer classes, which is consistent with the development plans adopted by the City. The results further indicate the following:

- The current water system supply and treatment capacity of 16 mgd is adequate to meet water system needs, including limited capacity allocation to serve a future small wholesale customer like the Village of Winneconne with 0.6 mgd average day demand (ADD) and 0.9 mgd maximum day demand.
- The future water-demand forecasts are most sensitive to per capita water demand and non-revenue water.
- While the forecast includes the assumption the City will reduce non-revenue water from a current average of 21 percent to an average of 14 percent by 2040 through the installation of new, accurate master flow metering with the WFP Clearwells Replacement Project, it is unknown whether non-revenue water reduction will be accomplished.

- There are no similarly sized public water systems near the City that could potentially supply water to City customers through mutual aid agreement. Consequently, the water system capacity must provide a high probability of being able to serve projected future demands. Low-risk water-demand forecasts, represented by the 75 to 95 percentile values, are recommended for long-range water supply planning. It is further recommended that the City be prepared to serve a potential wholesale customer with water demands comparable to the Village of Winneconne.
 - There is a 75 percent probability of meeting City and Village needs with 8.8-mgd ADD and 12.2-mgd maximum day demand (MDD) capacity.
 - There is a 95 percent probability of meeting City and Village needs with 9.5-mgd ADD and 13.7-mgd MDD capacity.

Based on the study findings, the City decided to design capital improvement projects for a projected 2040 MDD of 13.7 mgd capacity.

Figure 6-1. 2040 Forecasted ADD



7. Plan to Meet Projected Water Demand

To meet water system demands through 2040, the City plans to continue operating and maintaining its existing water supply, treatment, and distribution infrastructure. With modest projections for increased population, new development, and expansion of the service area, the WSSAP does not propose to develop new or enlarged water supply sources nor expand its treatment, storage, and conveyance assets. The WSSAP recommends the City's continued use of risk-based asset management and regulatory compliance drivers to prioritize replacement and upgrade of existing assets. The City has an established record of investment in the water system, implemented through its Capital Improvement Program. These improvements leverage existing water system assets to the extent practicable to ensure cost-effective water service over time.

8. Consistency with Other Plans

The proposed WSSAP uses population, land use, and other approved planning information in the following resources:

- City of Oshkosh Comprehensive Plan Update 2040, prepared by ECWRPC, and approved by the City.
- City of Oshkosh Sewer Service Area Plan 2007, prepared by ECWRPC in alignment with the East Central Wisconsin Areawide Water Quality Management Program.
- City agreements for utility service (Appendix B).

9. Intergovernmental Agreements and Approvals

Appendix B includes copies of intergovernmental agreements to provide utility services in portions of the Town of Oshkosh (including the Winnebago Area), Town of Algoma, Town of Black Wolf, and Town of Nekimi. These agreements support cooperative and orderly development to meet public health and safety needs, as well as cost-effective utility service when requested.

10. Public Participation and Implementing the Plan

The proposed draft WSSAP was completed by December 31, 2025. In compliance with NR 854, a copy of the draft WSSAP was sent to the WASD on February 4, 2026. In addition, the public was involved in the WSSAP by public notice of the draft WSSAP published on March 1, 2026; access to the draft WSSAP posted to the City's website on February 13, 2026; and a public hearing on the plan at the City of Oshkosh Plan Commission meeting March 17, 2026. The public participation process included the opportunity to provide written comments on the draft WSSAP from February 13, 2026, through March 13, 2026.

Appendix C includes copies of the draft WSSAP public notice, public hearing record, and a summary of public comments.

11. References

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Appendix A
Final City of Oshkosh Water System Capacity Study

Final City of Oshkosh Water System Capacity Study

July 2019

Submitted to:



Prepared by

JACOBS®



Acknowledgements

We gratefully acknowledge the assistance and time of the following contributors to the City of Oshkosh Water System Capacity Study.

City of Oshkosh

Steve Brand, Utilities Operations Manager	James Rabe, Director of Public Works
Brad Rokus, Water Filtration Plant Manager	Steve Gohde, Assistant Director of Public Works/Utilities General Manager
Chris Hayes, Water Filtration Plant Electrician	Pete Gulbranson, Civil Engineering Supervisor
Todd Schneider, Water Filtration Plant Electrical Mechanic	Steven Nauman, Systems Analyst

East Central Wisconsin Regional Planning Commission

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AECOM

Richard Hope, Chief Technology Officer	Kathy Beduhn, Senior Project Engineer
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Acronyms and Abbreviations

ADD	average day demand
City	City of Oshkosh
ECWRPC	East Central Wisconsin Regional Planning Commission
gpcd	gallons per capita day
GIS	geographic information system
ISO	Insurance Service Office
Jacobs	Jacobs Engineering Group Inc.
MDD	maximum day demand
mgd	million gallons per day
PSC	Public Service Commission of Wisconsin
Study	City of Oshkosh Water System Capacity Study
Village	Village of Winneconne
WFP	City of Oshkosh Water Filtration Plant

1. Introduction

The City of Oshkosh (City) periodically updates its long-term water system planning resources to ensure that sufficient and reliable water system capacity is available to meet the needs of the community in the future. The City requested that Jacobs Engineering Group Inc. (Jacobs)¹ conduct the Water System Capacity Study (Study) to prepare water demand forecasts and evaluate system capacity needs through year 2040. Long-term water system planning is dependent on many input variables that range in value. The water demand forecasts were developed using a computer model customized with City customer water use data, land use information, water system performance characteristics, population projections, and future land use plans. To account for variation and uncertainty in input variables, water demand forecasts were prepared using a Monte Carlo-based statistical analysis of planning factors. The analysis evaluated 10,000 statistically generated versions of 2040 water demands, which resulted in a distribution of results. This forecasting approach allows the City to understand the sensitivity of the forecasts to each variable and the probability of being able to supply sufficient water for future conditions.

1.1 Purpose and Goals

The purpose of the Study is to assist the City in determining its water system capacity needs through year 2040. The Study incorporates planning analyses documented in the *City of Oshkosh Comprehensive Plan Update 2040* (East Central Wisconsin Regional Planning Commission [ECWRPC], 2018) and City community development projects and initiatives. The City will use Study findings and recommendations to support efficient investment in its water infrastructure to maintain high levels of customer service and mitigate risks.

The following are the goals of the Study:

- Analyze recent customer water billing, current land use, and system water use patterns; summarize projected service area population and future land use.
- Evaluate extending service to a potential future wholesale customer faced with groundwater supply contamination issues, i.e., the Village of Winneconne.
- Develop a statistically based City water use model to simulate alternative future water system needs based on variable factors, including customer water use, population growth, land use, economic conditions, and other system factors.
- Identify the probabilities and risks associated with exceeding forecasted water demands.
- Prepare water system capacity recommendations for long-range water infrastructure planning and investment, including Water Filtration Plant (WFP) distribution pumping capacity as part of the upcoming WFP Clearwells Replacement Project.
- Provide thorough and data-based forecasts and uncertainty analyses, led by Jacobs and peer reviewed by AECOM, to enable the City to prepare successfully for unknown future conditions.

¹ On December 15, 2017, CH2M HILL Engineers, Inc. became a wholly owned subsidiary of Jacobs Engineering Group Inc.

2. Service Area Population and Land Use

The City public water system is in Winnebago County, Wisconsin. The City currently serves customers primarily located within the City municipal boundary. Through intergovernmental agreements with the Town of Algoma, the Town of Nekimi, and the Town of Black Wolf, the City provides water service when requested to customers located in designated attachment areas. Figure 2-1 shows the current service area; Figure 2-2 shows the projected 2040 service area.

The City water supply service area is located within the jurisdiction of the ECWRPC, which assists local governments to ensure a regionally coordinated approach to planning. The Study integrates service area population, land use, economic, and housing projections prepared by the ECWRPC and documented in the *City of Oshkosh Comprehensive Plan Update 2040* (ECWRPC, 2018).

2.1 Service Area Population

Currently, the City provides water service to the City population of about 67,000 and a small number of customers located in designated attachment areas outside the City municipal boundary.

Early in 2018, the Village of Winneconne (Village) has expressed interest in receiving water supply from the City. The Village population of about 2,400 is currently served by municipal groundwater wells that are susceptible to naturally occurring contamination. At the Village's request, the City conducted preliminary analysis to confirm feasibility of supplying the Village's long-range water demand of approximately 425 to 450 gallons per minute (Jacobs 2018). Water demand forecasts are prepared with, and without, City service to the Village starting in year 2025. At this time, it is uncertain whether City water service will be provided to the Village; however, it is reasonable to assume the City may receive other service requests between now and 2040 because of regional groundwater issues, including natural contamination (arsenic, radium) and anthropogenic pollution (nitrates, herbicides, pesticides, human and animal wastes, and industrial compounds).

Figure 2-3 shows the population projections for the City used in the development of water demand forecasts prepared by the State of Wisconsin Department of Administration and ECWRPC. Between 2010 and 2015, the population in the City is estimated to have grown by 1.2 percent, outpacing the estimated growth in Winnebago County (0.9 percent) and the same as the state (1.2 percent). The City is expected to grow by 11.7 percent between 2010 and 2040 (ECWRPC, 2018). The ECWRPC projections level off in year 2030 due to anticipated conditions of low birth and high death rates. To account for the inherent uncertainty in population projections, a distribution of values was input into the forecasting model, with the median probability given to the ECWRPC population projections. The range of the distribution accounts for inherent uncertainty in population projections and population in the portions of designated attachment areas anticipated to receive water service by 2040.

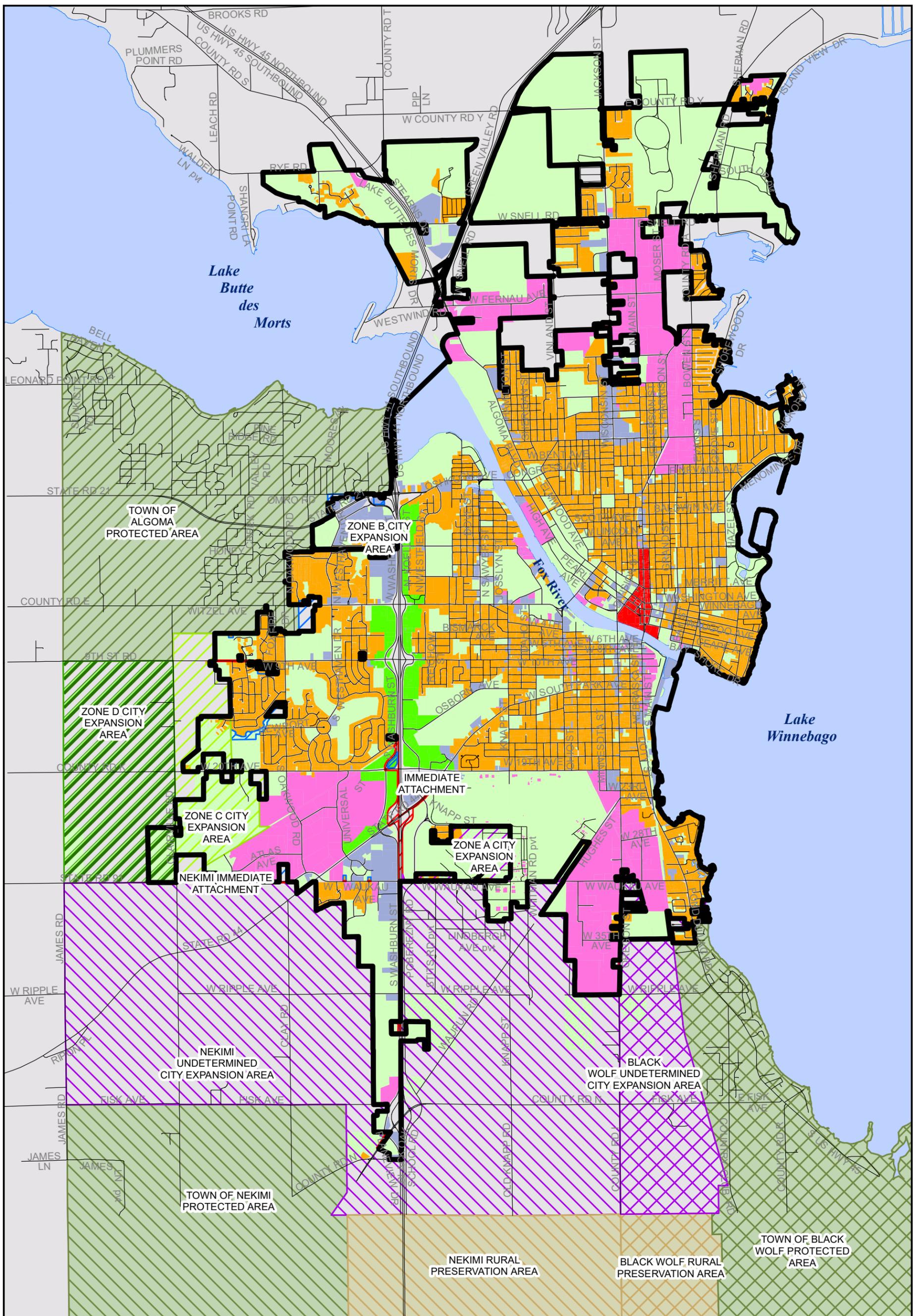


Figure 2-1 Land Use, Service, and Attachment Areas in 2015



Legend

- City Service Area 2015
- Residential
- Center City Mixed Use
- General and Neighborhood Commercial
- Other
- Interstate Commercial
- Industrial and Commercial Mixed Use

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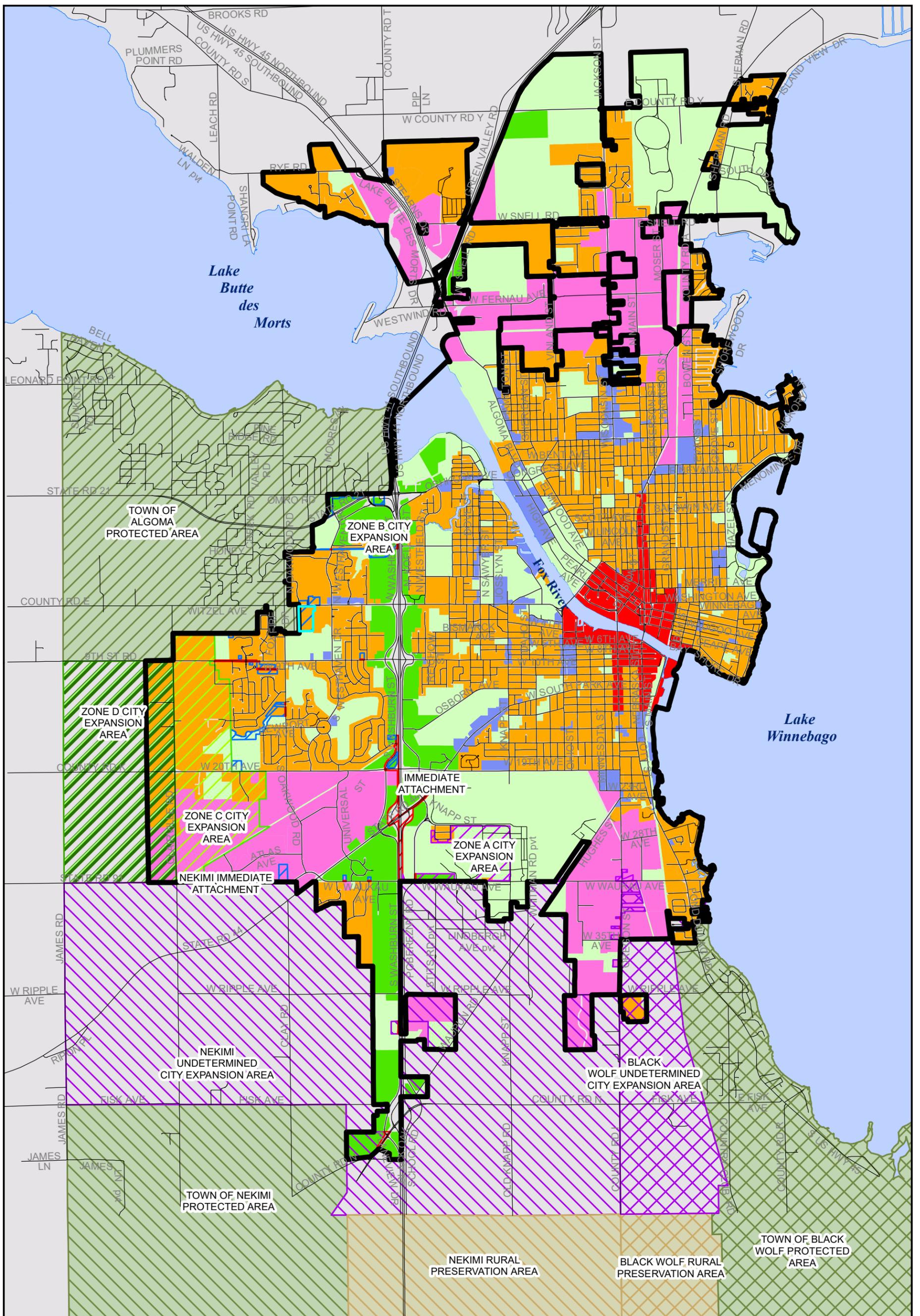


Figure 2-2 Land Use, Service, and Attachment Areas in 2040



Legend

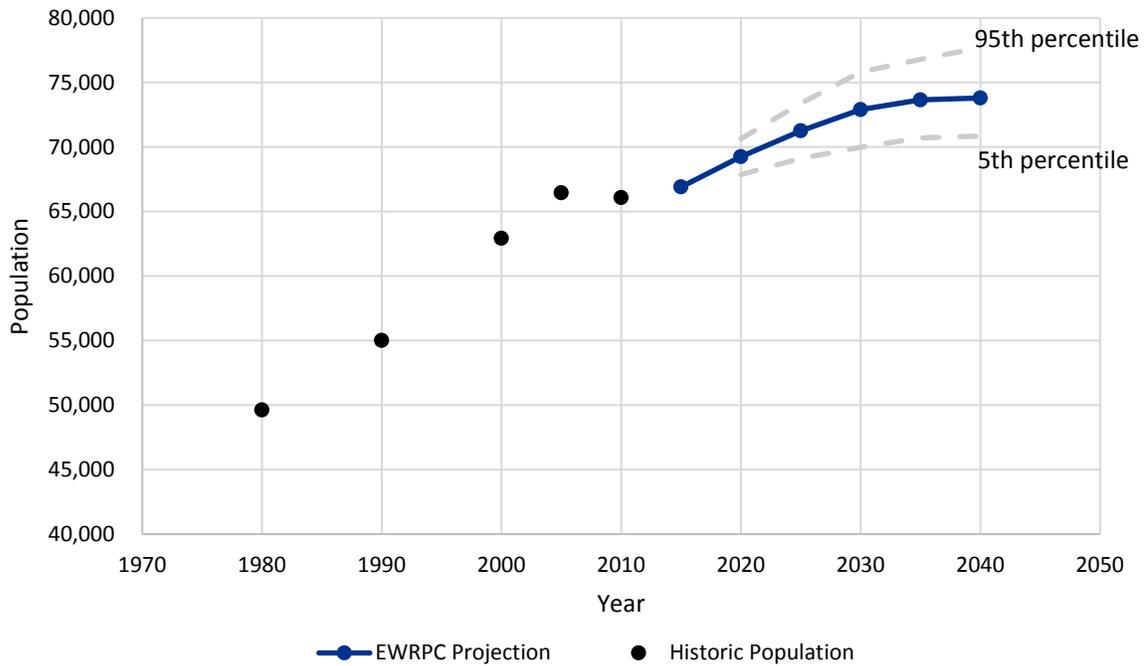
- City Service Area 2040
- Center City Mixed Use
- General and Neighborhood Commercial
- Other
- Interstate Commercial
- Residential
- Industrial and Commercial Mixed Use



Prepared by:



Figure 2-3 Historic and Projected City Population



2.2 Service Area Land Use

The City encompasses 14,870 acres of land, with about 51 percent (7,610 acres) in use by water customers. Table 2-1 lists the current and planned 2040 service area land use inventory. By 2040, an estimated additional 2,560 acres within the City will be developed for use by water customers. This land is currently available for development/redevelopment.

The total combined (Town of Algoma, Tower of Nekimi, and Town of Black Wolf) designated attachment area is 10,788 acres. The City currently provides water service to about 1,040 acres and anticipates by 2040 an estimated additional 1,200 attachment area acres will be served (Table 2-2).

Current land use and associated water utility billing data were analyzed to develop water-duty factors for different types of customer land use, including mixed use, i.e., combined commercial and industrial areas. Section 4 describes water-duty factors used in the forecasting model, and Appendix A provides additional details.

Table 2-1. Current and 2040 Planned Service Area Land Use Inventory

Current Land Use ¹ , Acres		2040 Planned Land Use ² , acres	
Land Use	Acres	Land Use	Acres
Agriculture	842	Center City	388
Commercial	1,161	Community Facility	3,105
Government	1,034	General and Neighborhood Commercial	863
Industrial	1,606	Industrial	2,823
Infill Non-Res	17	Interstate Commercial	1,176
Infill Residential	52	Light-Density Residential	5,032
Infrastructure	370	Medium- and High-Density Residential	1,094
Institutional	1,799	Park	1,337
Landfill-Quarry	122	Quarry	122
Mixed Use	53	Railroad ROW	136
Multi-Family	808	Total	16,076
Parking Lot	40		
Public Park	556		
Rec-Open Space	543		
School	440		
Single-Family	3,548		
Two-Family	371		
Vacant Land	1,510		
Total	14,870		

Current Water Customer Land Use, Acres		2040 Planned Water Customer Land Use, Acres	
Land Use	Acres	Land Use	Acres
Commercial	1,161	Commercial	2,039
Industrial	1,606	Industrial	2,823
Mixed-Use	116	Mixed-Use	388
Residential	4,727	Residential	6,121
Total	7,610	Total	11,371

¹ City Geographic Information System (GIS) files are source of current land use data.

² ECWRPC GIS files are source of planned land use data. Includes portions of designated attachment areas.

Table 2-2 Attachment Areas Summary

Community	Total Acres	Attachment Area Acres	Attachment Area Acres Served Currently	Estimated Attachment Area Acres Served by 2040
Town of Algoma	6,191	2,437	727	1,587
Town of Nekimi	10,040	7,175	281	281
Town of Black Wolf	18,436	1,175	35	35
Town of Oshkosh ¹	6,144	N/A	N/A	346
Total	34,668	10,788	1,043	2,249

¹ While the City of Oshkosh and the Town of Oshkosh do not have an intergovernmental agreement with provisions for City services in designated attachment areas, the City currently serves some Town areas and will serve an additional estimated 346 acres by 2040.

2.3 Current City Development Projects and Initiatives

The City is conveniently located along Interstate Highway 41, 50 miles south of Green Bay and 90 miles north of Milwaukee. It is served by state highways, rail, ports, and a regional airfield. In recent years, the City has experienced significant redevelopment along Interstate 41 and successfully competed for two important flagship developments: the 190,000-square-foot Oshkosh Corporation Global Headquarters and the Menominee Nation Arena, home of the Wisconsin Herd of the NBA G-League, which is affiliated with the Milwaukee Bucks NBA team. These developments have spurred other nearby development projects. Also, after investing in extensive demolition and remediation projects, the City's Central City District is now the location of multiple residential, office, entertainment, and commercial redevelopment projects. Figure 2-4 shows the current and planned near-term community development projects.

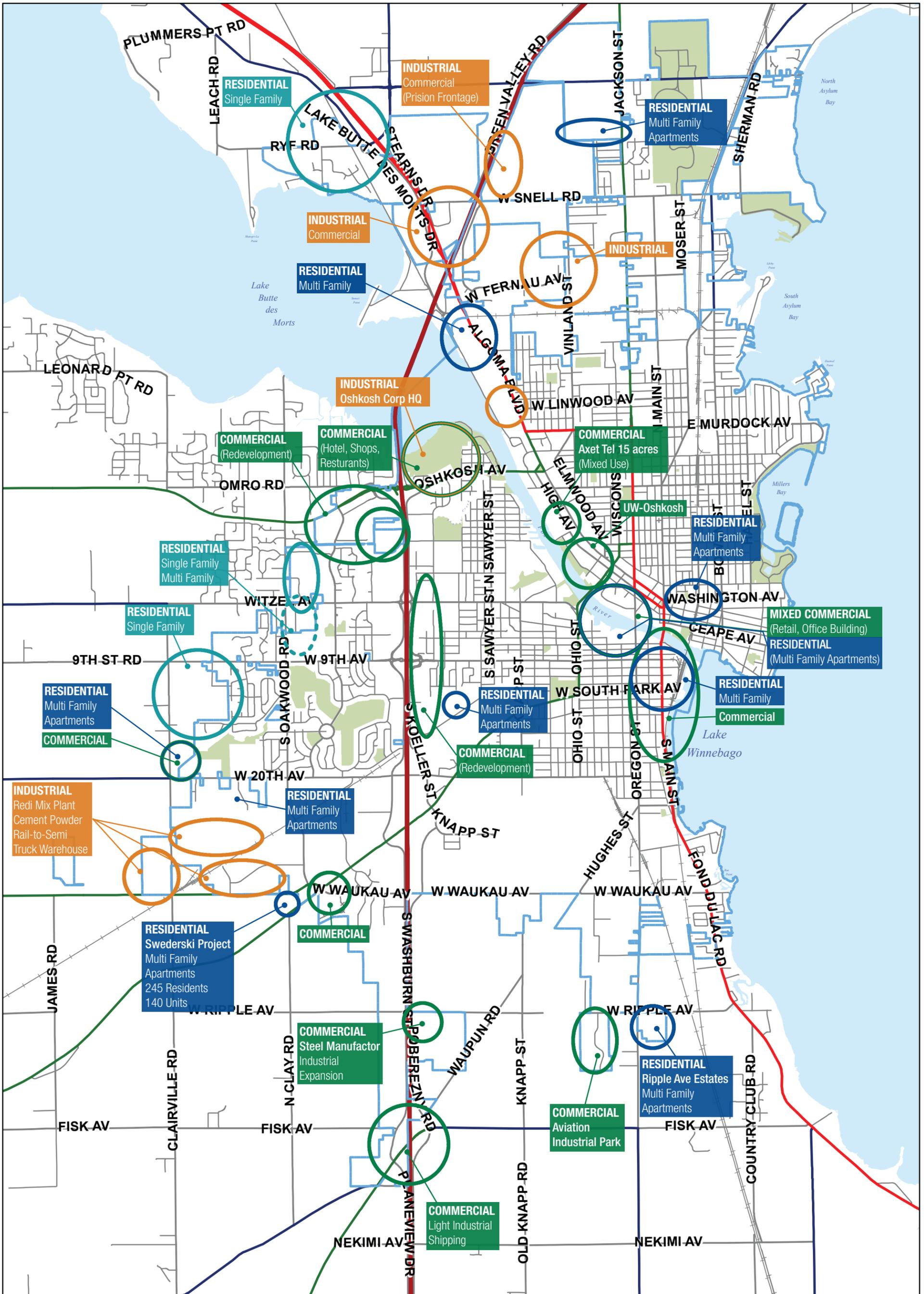


Figure 2.4
Current City Development



Legend

- RESIDENTIAL Single Family
- RESIDENTIAL Multi Family
- INDUSTRIAL
- COMMERCIAL



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3. Historical Water Use

Historical water use information is evaluated in the preparation of water demand forecasts to gain insights on how future water system needs may be impacted by customer type, seasonal variation, economic factors, non-revenue water, and other operating impacts.

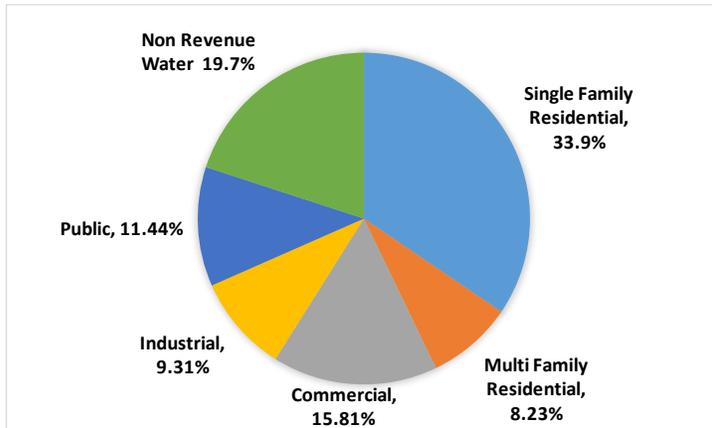
3.1 City Water Use by Customer Class

Water use by customer class for 2017 is depicted in Figure 3-1. Table 3-1 lists metered customer water use, water pumpage, and water loss information for 2002 through 2017. Since 2002, water use by customer class has changed as follows:

- 3 percent increase in residential use (single- and multi-family combined)
- 38 percent decrease in commercial use²
- 25 percent decrease in industrial use
- 19 percent decrease in public/inter-department use

The City does not have a formal water conservation program but promotes using water wisely. Reduction in water use may attributed to the recent decrease in numbers of commercial and industrial customers, a protracted period of economic recession, the prevalence of high-efficiency plumbing fixtures and appliances, and customers’ awareness of water use efficiency practices.

Figure 3-1. 2017 City Water Use



3.2 Metered Water Customers

All City water customers are metered. Figure 3-2 summarizes the numbers of meters by customer class. Between 2002 and 2017, the total number of metered customers increased about 7 percent, with the following changes in numbers of meters:

- 10 percent increase in residential meters (single- and multi-family combined)
- 13 percent decrease in commercial meters
- 12 percent decrease in industrial meters
- 10 percent increase in public/inter-department meters

² Decrease is in part attributed to multi-family residential water use separation from commercial class water use, as of 2014.

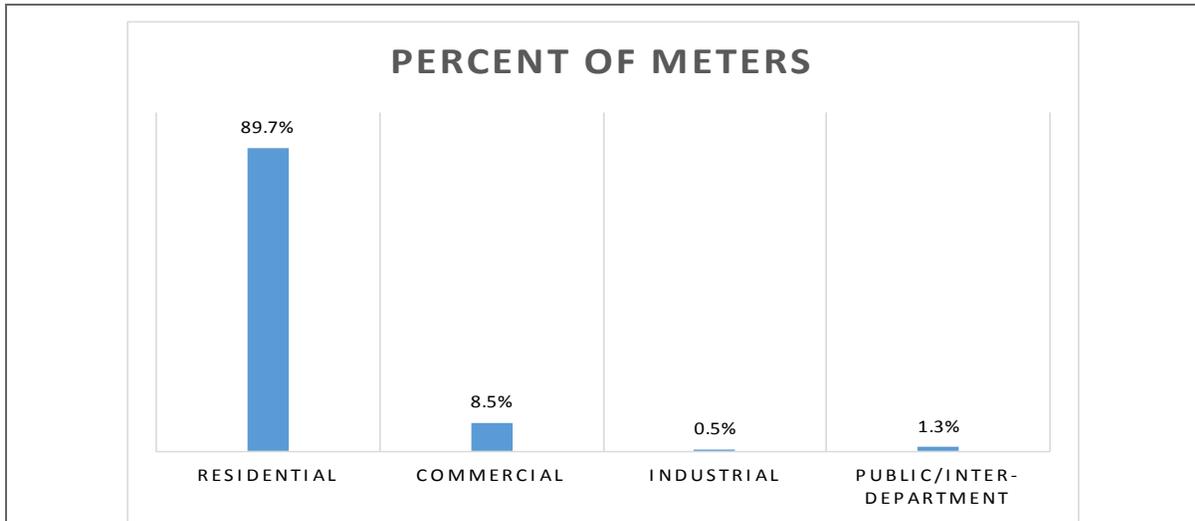
Table 3-1. City Water Use Summary

Year	Gallons per Year												
	Residential (000's)	Multifamily Residential (000's)	Commercial (000's)	Industrial (000's)	Public (000's)	Total Water Sales (000's)	Total Pumpage (000's)	Water Used in Treatment (000's)	Water Loss (000's)	Volume Pumped and Not Sold (000's)	Volume Pumped and Unaccounted for (000's)	Non-Revenue Water	Percent Water Lost ²
2002	949,605		539,380	263,827	299,553	2,052,365	2,682,752			630,387	516,982		19%
2003	949,964		554,044	217,453	283,967	1,995,428	2,575,350			579,922	422,922		17%
2004	914,941		498,778	210,593	274,013	1,898,325	2,553,975			655,650	512,004		20%
2005	933,115		523,714	202,310	301,838	1,960,977	2,684,206			723,229	592,282		22%
2006	901,479		512,087	231,510	296,212	1,941,288	2,694,132			752,844	610,841		23%
2007	905,886		513,680	219,980	307,158	1,946,704	2,505,909			559,205	485,868		19%
2008	871,178		501,329	205,786	293,976	1,872,269	2,391,370		448,010	519,101			19%
2009	850,087		481,279	196,414	283,582	1,811,362	2,304,844		372,007	493,482			16%
2010	817,273		485,048	200,405	282,689	1,785,415	2,331,546		386,342	546,131			22%
2011	815,506		489,142	211,714	267,141	1,783,503	2,375,517		305,537	539,622			23%
2012	835,168		501,578	227,460	285,141	1,849,347	2,350,525		295,531	432,827			18%
2013	785,250		497,080	199,620	276,705	1,758,655	2,240,337	63,708	349,094	417,974			19%
2014	758,232	168,017	320,581	193,285	248,787	1,688,902	2,499,972	69,100	638,644	741,970			30%
2015	750,044	172,988	317,203	196,895	239,184	1,676,314	2,177,770		485,794	501,456		23%	
2016	735,845	173,246	332,036	203,738	246,132	1,690,997	2,043,554		327,339	352,557		17%	
2017	721,433	174,921	336,108	197,987	243,281	1,673,730	2,125,672	35,720	417,797	451,942		21%	

¹ Source: City of Oshkosh Water Utility Annual Reports to the Wisconsin Public Service Commission (PSC), 2002 – 2017.

² Reported in annual reports to the PSC as 'Percent Water Loss', 'Unaccounted For Water', "Real and Apparent Losses."

Figure 3-2. City Metered Customers (2017)



Year	Number of Meters					Total
	Residential	Multi-family Residential	Commercial	Industrial	Public/Inter-Department	
2002	19,204		2,298	134	273	21,909
2003	19,538		2,369	138	306	22,351
2004	19,885		2,421	138	314	22,758
2005	20,096		2,436	138	319	22,989
2006	20,213		2,461	140	322	23,136
2007	20,354		2,481	137	326	23,298
2008	20,422		2,507	140	335	23,404
2009	20,448		2,552	142	352	23,494
2010	20,481		2559	136	352	23528
2011	20,515		2,568	134	347	23564
2012	20,348		2,530	131	342	23351
2013	19,915		2,536	129	329	22909
2014	19,919	568	1,955	125	295	22,862
2015	20,413	571	1,983	120	295	23,382
2016	20,569	563	1,992	119	295	23,538
2017	20,585	569	2,001	118	300	23,573

Source: City of Oshkosh Water Utility Annual Reports to the Wisconsin Public Service Commission, 2002 - 2017.

3.3 Non-Revenue Water

Non-revenue water is water that has been “lost” before it reaches the customer. Losses can be real losses—physical water losses through leaks or apparent losses—water losses from inaccurate metering or theft. Historically City percent water loss and non-revenue water has ranged from 16 to 30 percent. Because the City water system is a Class AB utility with water loss in excess of 15 percent, Wisconsin Administrative Code Chapter PSC 185 Standards for Public Water Utility Service requires the City to conduct leak surveys for 3 consecutive years and repair leaks. For over 10 years, the City has complied with this requirement. To further reduce non-revenue water, the City maintains a meter testing and repair program and estimates authorized—and unauthorized—unbilled water use.

3.4 Factors Affecting Water Pumpage and System Demand

3.4.1 Season and Weather

Local weather and seasonal patterns significantly impact water use and are important criteria in the sizing of water distribution and storage systems. Figure 3-3 illustrates the variation in water demand by the temperature, WFP flow, and rainfall data for year 2012. Figure 3-4 show monthly pumpage data.

Figure 3-3. Water Pumping vs Rainfall and Average Temperature

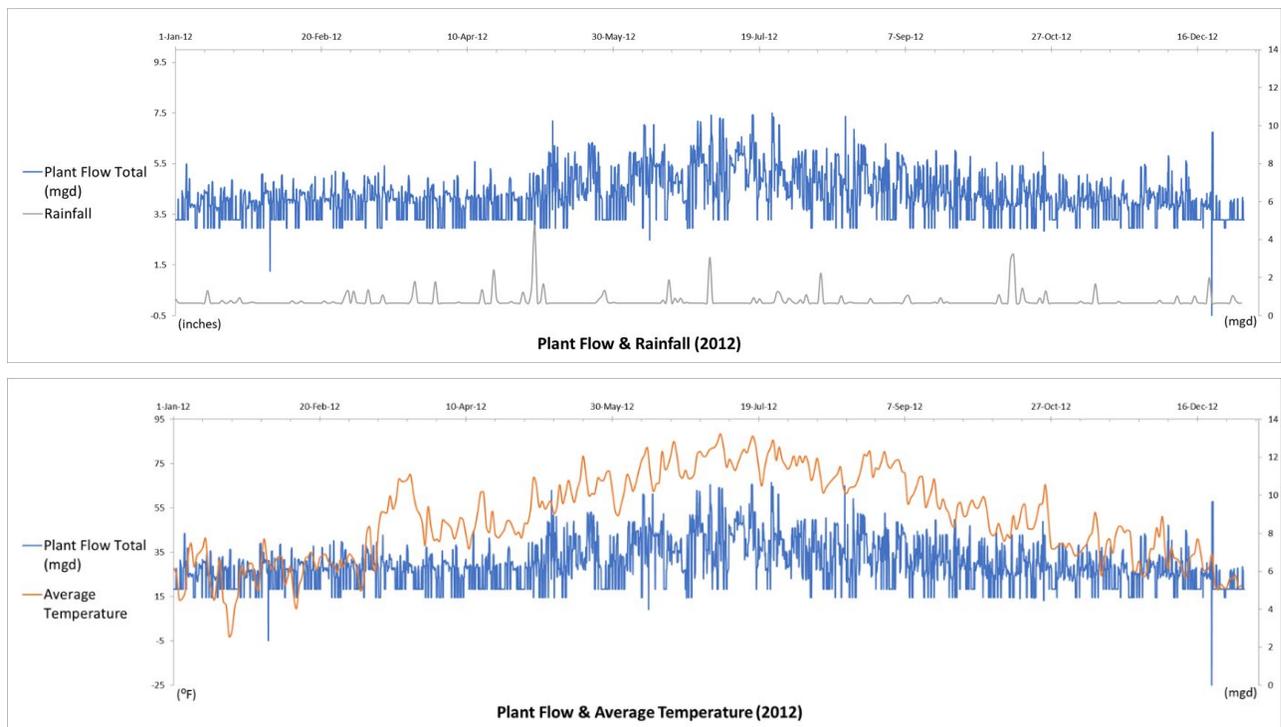
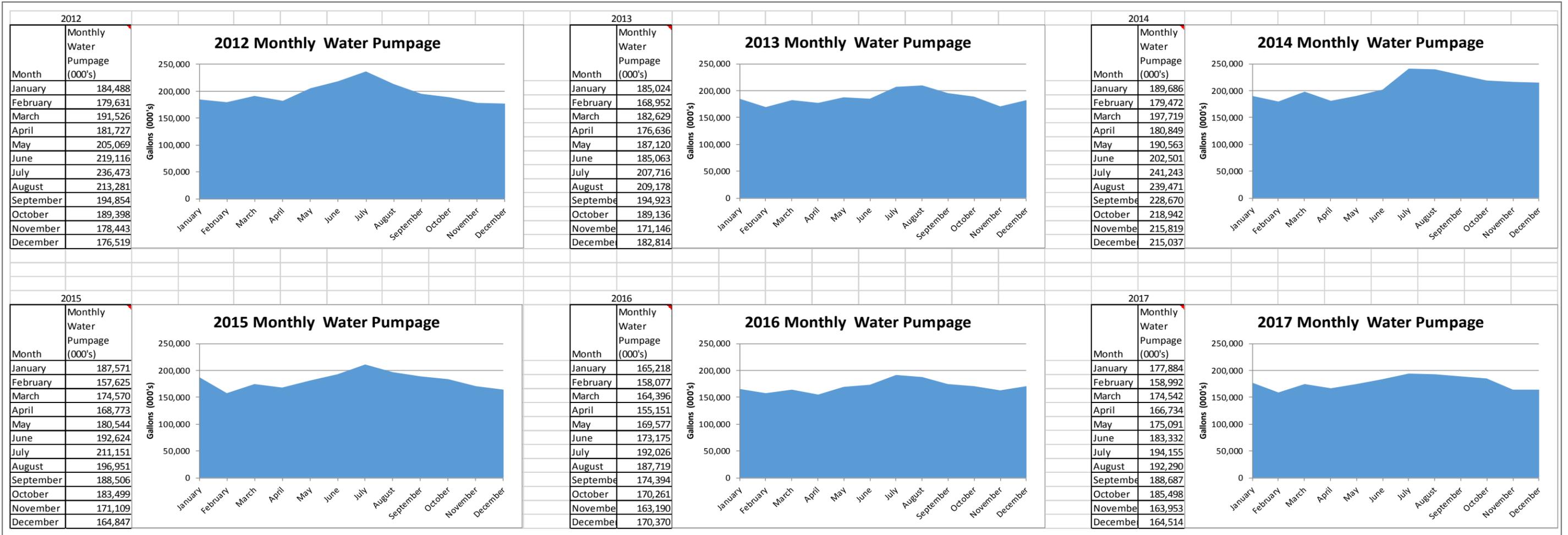


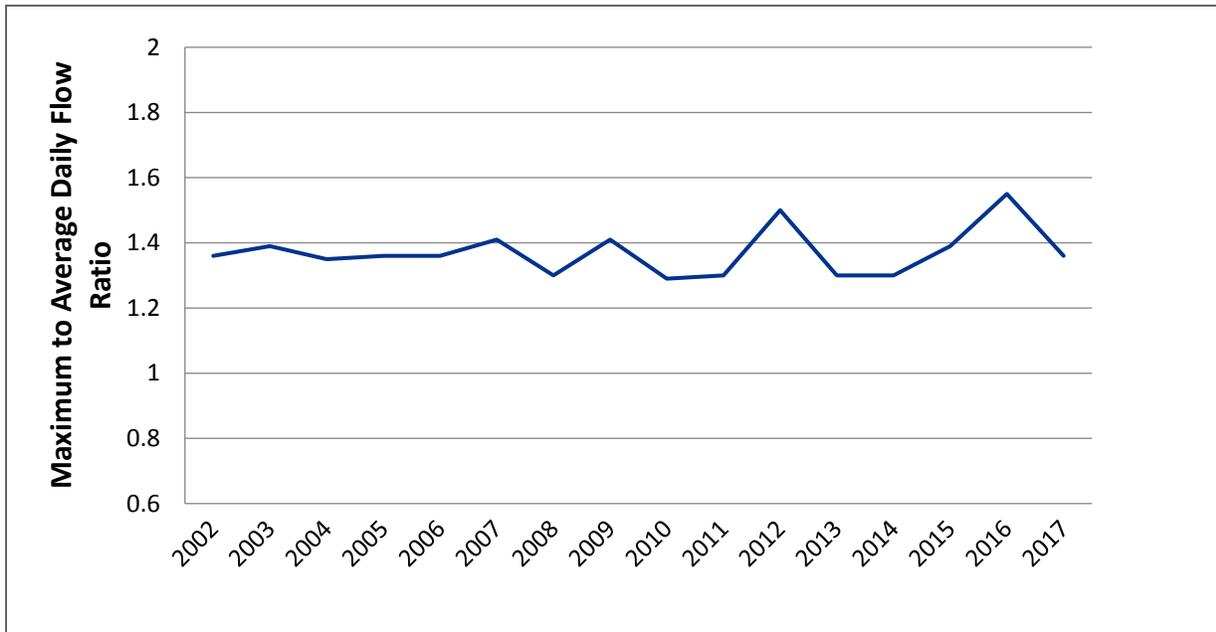
Figure 3-5 summarizes historical variation in annual average and maximum day demand (MDD) for the last 15 years. The average day demand (ADD) flow is the total annual pumping (in millions of gallons) divided by 365 days. In the City, the MDD is on average 40 percent higher than average demand.

Figure 3-4. City Water System Monthly Water Pumpage



Source: City of Oshkosh Water Utility Annual Report to the Wisconsin Public Service Commission, 2012-2017.

Figure 3-5. City Maximum and Average Daily Flow



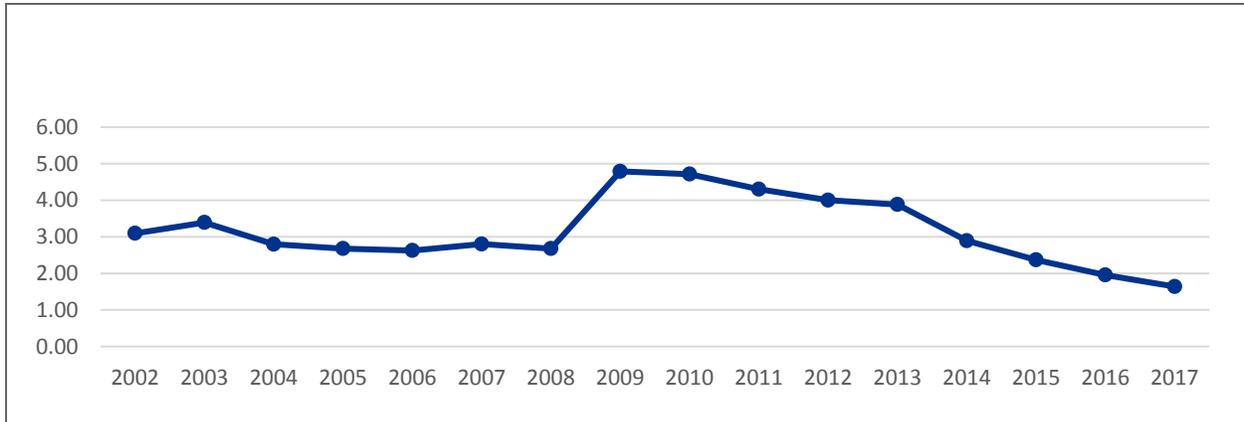
Year	Avg Day Pumpage (mgd)	Min Day Pumpage (mgd)	Min Pumpage Date	Max Day Pumpage (mgd)	Max Pumpage Date	Ratio of Min to Avg Day	Ratio of Max to Avg Day
2002	7.39	5.78	25-Dec	10.08	16-Jul	0.78	1.36
2003	7.07	5.25	28-Apr	9.82	28-Jul	0.74	1.39
2004	6.98	5.48	25-Dec	9.44	28-Jul	0.78	1.35
2005	7.35	5.63	27-Mar	10.01	31-Jul	0.76	1.36
2006	7.38	5.31	25-Dec	10.03	13-Jul	0.72	1.36
2007	6.87	5.48	23-Nov	9.72	24-Jul	0.80	1.41
2008	6.59	5.24	28-Nov	8.57	31-Jul	0.79	1.30
2009	6.31	5.06	31-Oct	8.89	21-Jul	0.80	1.41
2010	6.38	5.08	25-Nov	8.29	24-Nov	0.79	1.29
2011	6.31	4.58	25-Dec	8.23	1-Jan	0.72	1.3
2012	6.31	5.12	16-Dec	9.48	16-Jul	0.81	1.5
2013	6.13	4.81	11-May	7.97	15-Jul	0.78	1.3
2014	6.84	5	20-Apr	8.9	23-Jul	0.73	1.3
2015	6.17	4.65	25-Dec	8.63	30-Jul	0.75	1.39
2016	5.77	4.54	25-Mar	8.97	11-Jul	0.78	1.55
2017	6.09	4.76	16-Apr	8.29	20-Sep	0.78	1.36

Source: City of Oshkosh operating data.
mgd = million gallons per day

3.4.2 Unemployment

City unemployment is low, recently ranging from about 2 to 5 percent, and has generally limited impact on community water use (Figure 3-6).

Figure 3-6. City of Oshkosh Annual Estimated Unemployment



City of Oshkosh unemployment statistics are developed by the Wisconsin Department of Workforce Development

3.4.3 Water Rates

Residential water rates between 2002 and 2017 are listed in Table 3-2. These rates were brought to 2017 dollars using the Bureau of Labor Statistics Milwaukee Historical Consumer Price Index. The approximately 2 percent annual increase in water rates has not significantly affected water use.

Table 3-2. City Water Rates Summary

Year	Water Rate (\$/1,000 gallons)	Consumer Price Index	Normalized Water Rate (\$/1,000 gallons)
2002	3.66	174.0	5.16
2003	3.66	177.7	5.05
2004	3.77	180.2	5.13
2005	3.77	185.2	4.99
2006	3.88	189.9	5.00
2007	4.51	194.1	5.69
2008	4.51	203.0	5.44
2009	4.51	203.0	5.44
2010	4.51	209.6	5.27
2011	4.96	216.9	5.60
2012	4.96	221.0	5.50
2013	4.96	225.1	5.40
2014	5.92	227.8	6.37
2015	5.92	226.6	6.41
2016	6.59	227.9	7.09
2017	6.59	232.4	6.95

3.4.4 Conservation

Water conservation occurs in the form of active conservation efforts (i.e., conservation ordinances, customer conservation financial incentives, customer educational programs) and passive conservation efforts that results by the prevalence of water efficient fixtures and appliances in the marketplace. The City promotes the efficient use of water through public information materials but does not have a formal water conservation program with specific water savings goals. Without a conservation program, water use intensity has declined for all customer classes as evident in the City’s water use data. This reflects water savings from the installation of water-efficient fixtures and appliances available in the marketplace and customer awareness of conservation and sustainability.

3.5 System Capacity Impacts on Fire Protection

In addition to supplying water to meet customer demands, City water system capacity must be sufficient to maintain current levels of service for community fire protection and distribution system pressure. Water system pumps, distribution piping, and storage tanks provide water for fire protection. The City has adopted fire-suppression guidance recommended by the Insurance Service Office (ISO), an organization that insurance companies in the United States rely on when determining a community’s insurance rates. The City’s fire-fighting capabilities are reviewed by the ISO, numerically graded, and assigned a Public Protection Classification. A recent determination of the City’s classification is based on the criteria is presented in Table 3-3.

Table 3-3. ISO Fire Suppression Criteria and Scores

ISO Criteria	Target Score	City Score
Fire alarms – how well the fire department receives fire alarms and dispatches fire-fighting resources	10%	8.9%
Engine companies – the number of engine companies and the amount of water a community needs to fight a fire	30%	37.02%
Water supply – the amount of water supply for fire suppression beyond daily maximum consumption	40%	39.38%

Based on its scores, the City has a high Class 2 public protection rating. If system pumping capacity is reduced, specifically distribution pumping capacity as part of the upcoming WFP Clearwells Replacement Project, the City’s ISO Classification could be reduced, unless other areas of the City’s fire protection system were improved. If the City’s ISO classification is reduced, the cost of insurance for commercial and industrial businesses would increase beyond current levels.

4. Water Demand Forecasts

4.1 Forecasting Approach

One method of preparing water demand forecasts is a deterministic projection, which is based on several single, fixed-point input assumptions and results in a single estimate of future annual demands. This approach is limited for addressing future uncertainties. Single fixed-point estimates are prone to either underpredict future demand, resulting in building infrastructure too late and building moratoriums, or overpredicting demand, resulting in building infrastructure too early and placing an undue financial burden on rate payers.

To better address the inherent uncertainties in future forecasts, the international risk standard, ISO 31000, recommends probabilistic analysis (Monte Carlo simulation) as the most quantitative analytical technique for preparing future projections. The approach integrates probability distributions for the input variables to represent a likely range variation instead of single fixed-point estimate assumptions. The simulation then runs multiple calculations of the output using a random distribution of the input variables.

The Palisades @Risk platform was used to apply a Monte Carlo simulation technique to the City water demand forecast. The forecast incorporated dynamic conditions into the uncertainty analysis, which simulated 10,000 randomly developed future years to capture the impact of variable model inputs. As a result, the forecasting model estimates future water demands and the probability that the forecast will meet customer demands.

Two 2040 water demand forecast scenarios were evaluated: the City through 2040 and City through 2040 providing water service to a wholesale customer, i.e. Village of Winneconne, starting in 2025. The model uses land- and per-capita-based calculations to determine the total water demand each year. Table 4-1 outlines how each category of water use is accounted for in the forecast.

The model input variables and mean values of each input distribution are as follows:

- Population, mean values correspond to ECWRPC projections 2020 – 2040.
- Per-capita water use, mean value 38 gallons per capita day (gpcd).
- Land use, mean values range from 395 to 1,244 for 6 different types of water use districts. Water use districts are described in Appendix B.
- Land-use-based water use factors, mean values range from 232 to 1,234 gallons per acre per day for 6 different types of water use districts.
- Municipal annual use, mean value 17 million gallons per year.
- Public annual use, mean value 262 million gallons per year.
- Non-revenue water, mean values range from 21 percent (current) to 14 percent (target 2040).
- MDD to ADD peaking factor, mean value 1.36.

All model inputs have associated distributions, except the Village of Winneconne annual use. Appendix A provides a more detailed description of model inputs and their distributions. The information in Appendix A is supported by the analysis of water use and land use summarized in Appendix B.

Table 4-1 Water Forecast Component Calculation

Water Use	Calculation
Residential	Per-capita Use x Population
Commercial	Unit Factor x Acres
Industrial	Unit Factor x Acres
Mixed Use	Unit Factor x Acres
Public	Annual Use
Municipal	Annual Use
Non-Revenue Water	Percent of Total Annual Use
Village of Winneconne ¹	Annual Use
Total Water Demand Forecast	Sum of Above Values

¹ Village included in one scenario.

4.2 Forecasting Results

The water demand forecasts are presented as statistical distributions. In non-statistical terms, the mean forecasted value represents the water system capacity needed to satisfy demand in 50 percent of the 10,000 simulated years; the 95th percentile value represents the water system capacity that satisfies needs in 95 percent of the simulated years.

4.2.1 City Water Demand through 2040

The City forecasted average and MDD distributions are shown in Figures 4-1 and 4-2 and summarized as follows:

- There is a 75 percent probability of meeting City needs with 8.1 million gallons per day (mgd) ADD and 11.3 mgd MDD capacity.
- There is a 95 percent probability of meeting City needs with 8.9 mgd ADD and 12.7 mgd MDD capacity.

Figure 4-1. Forecasted 2040 City Water Demand Probability Distributions

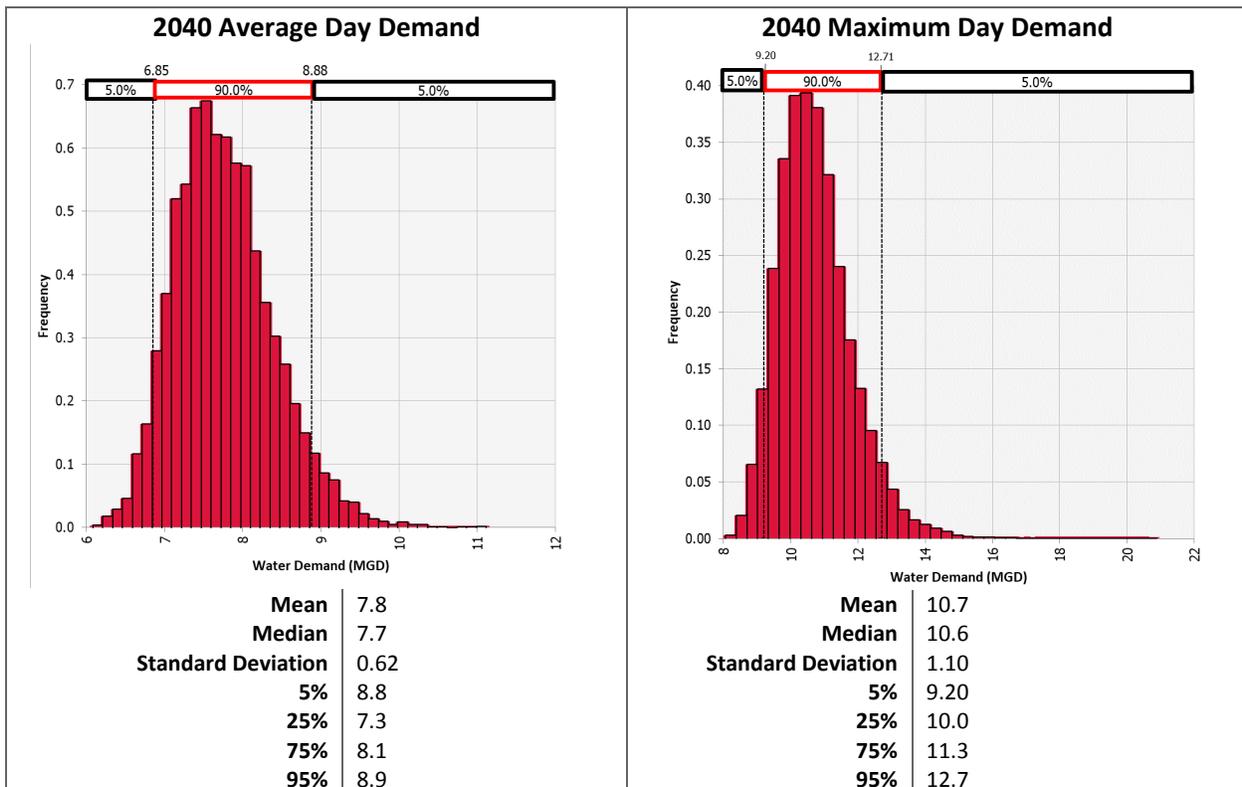
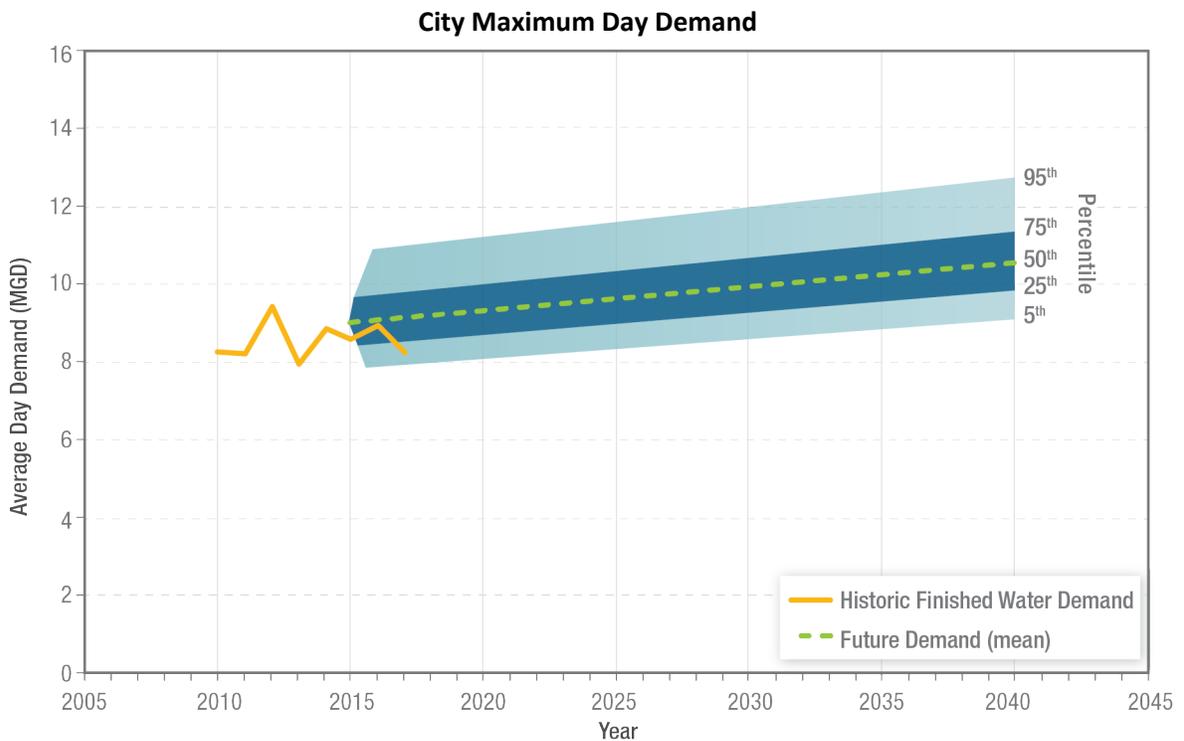
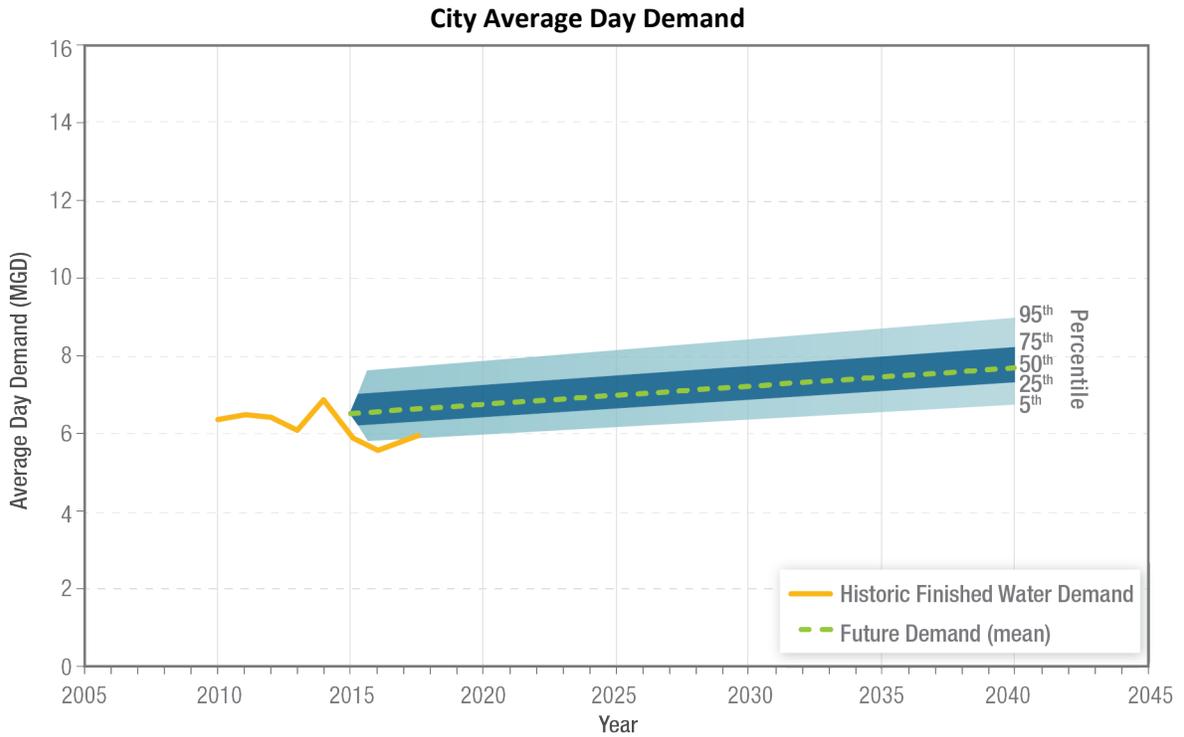


Figure 4-2. Forecasted 2040 City Water Demand Cone Diagrams



4.2.2 City with the Village of Winneconne Water Demand through 2040

The City with service to the Village of Winneconne forecasted average and MDD distributions are shown in Figures 4-3 and 4-4 and summarized as follows:

- There is a 75 percent probability of meeting City and Village needs with 8.8 mgd ADD and 12.2 mgd MDD capacity.
- There is a 95 percent probability of meeting City and Village needs with 9.5 mgd ADD and 13.7 mgd MDD capacity.

Figure 4-3. Forecasted 2040 City with Village Water Demand Probability Distributions

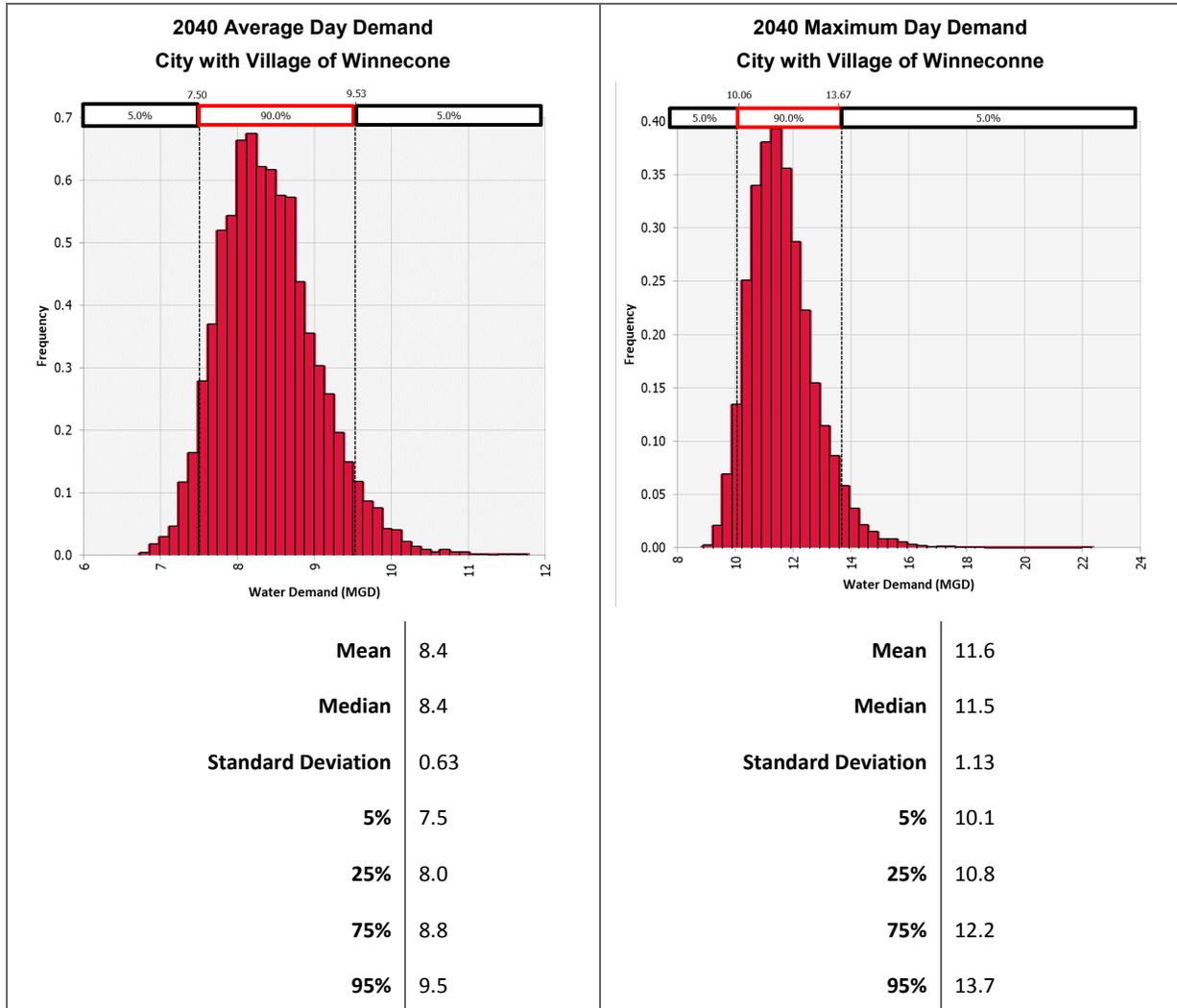
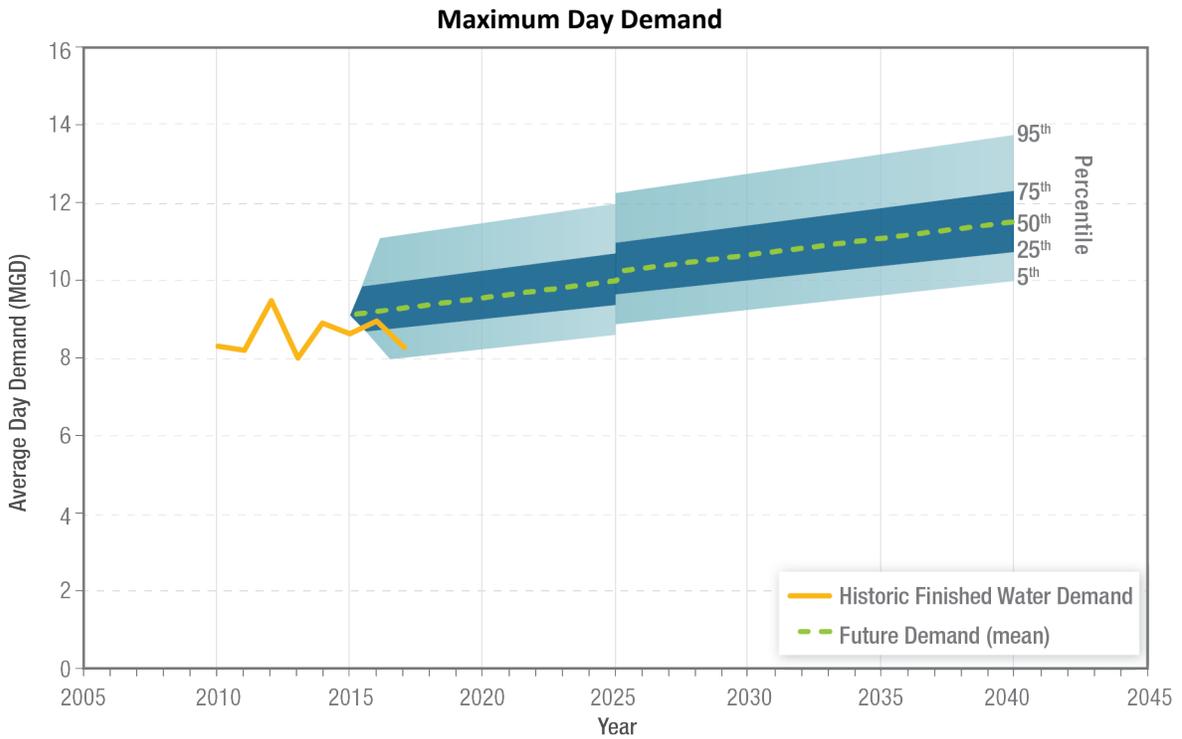
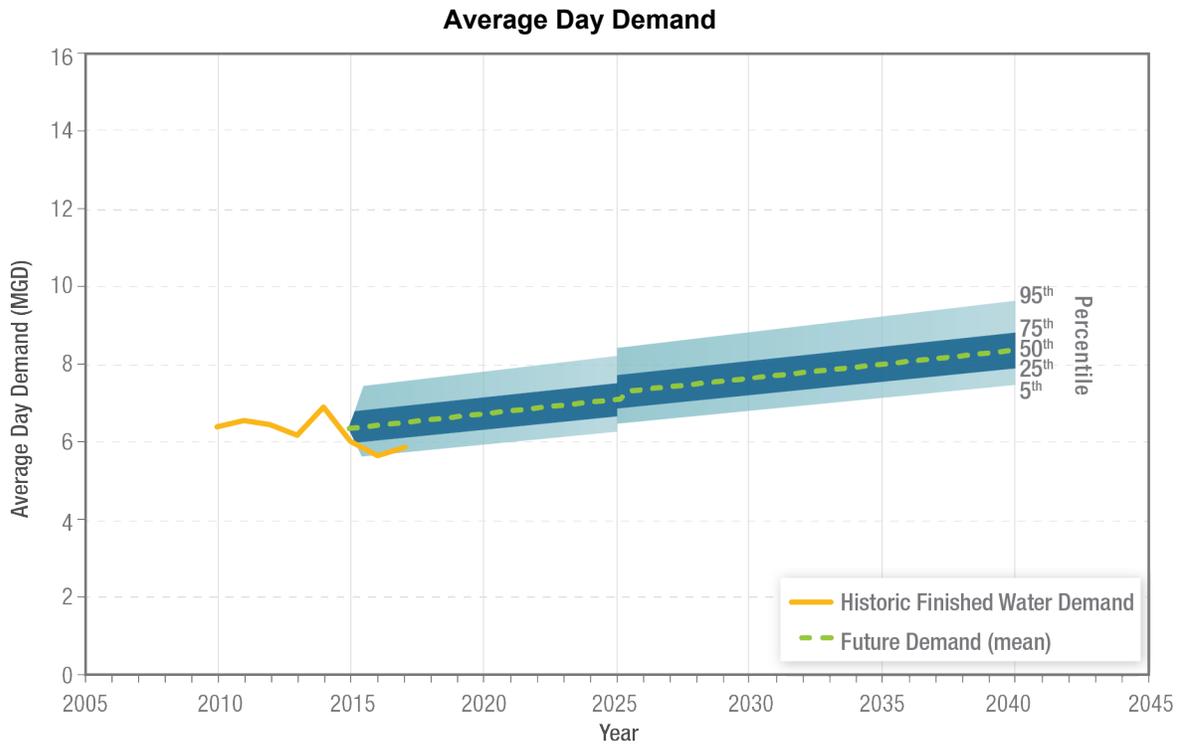


Figure 4-4. Forecasted 2040 City with Village Water Demand Cone Diagrams



4.2.3 Sensitivity of the Forecast

A tornado diagram illustrates the sensitivity of a water demand forecast to specific inputs. In Figure 4-5, the input variables are ranked from largest to smallest impact on the forecast. In the case of the 2040 ADD forecast, the inputs for per capita water use factor and non-revenue water had the greatest impact on resulting water demand. Similarly, the MDD forecast is most impacted by the MDD to ADD peaking factor and also has a large impact on the water demand. Sensitivity analyses of individual inputs can be readily conducted by holding constant all but a single input. For example, if all inputs are held to their mean value except per capita day water use which is modeled with a mean value of 35 gpcd, the resultant mean ADD is 7.3 mgd; if all inputs are held to their mean value and the mean per capita day water use factor is 41 gpcd, the resultant mean ADD is 7.9 mgd.

Figure 4-5. Forecasted 2040 City Water Demand Tornado Diagrams

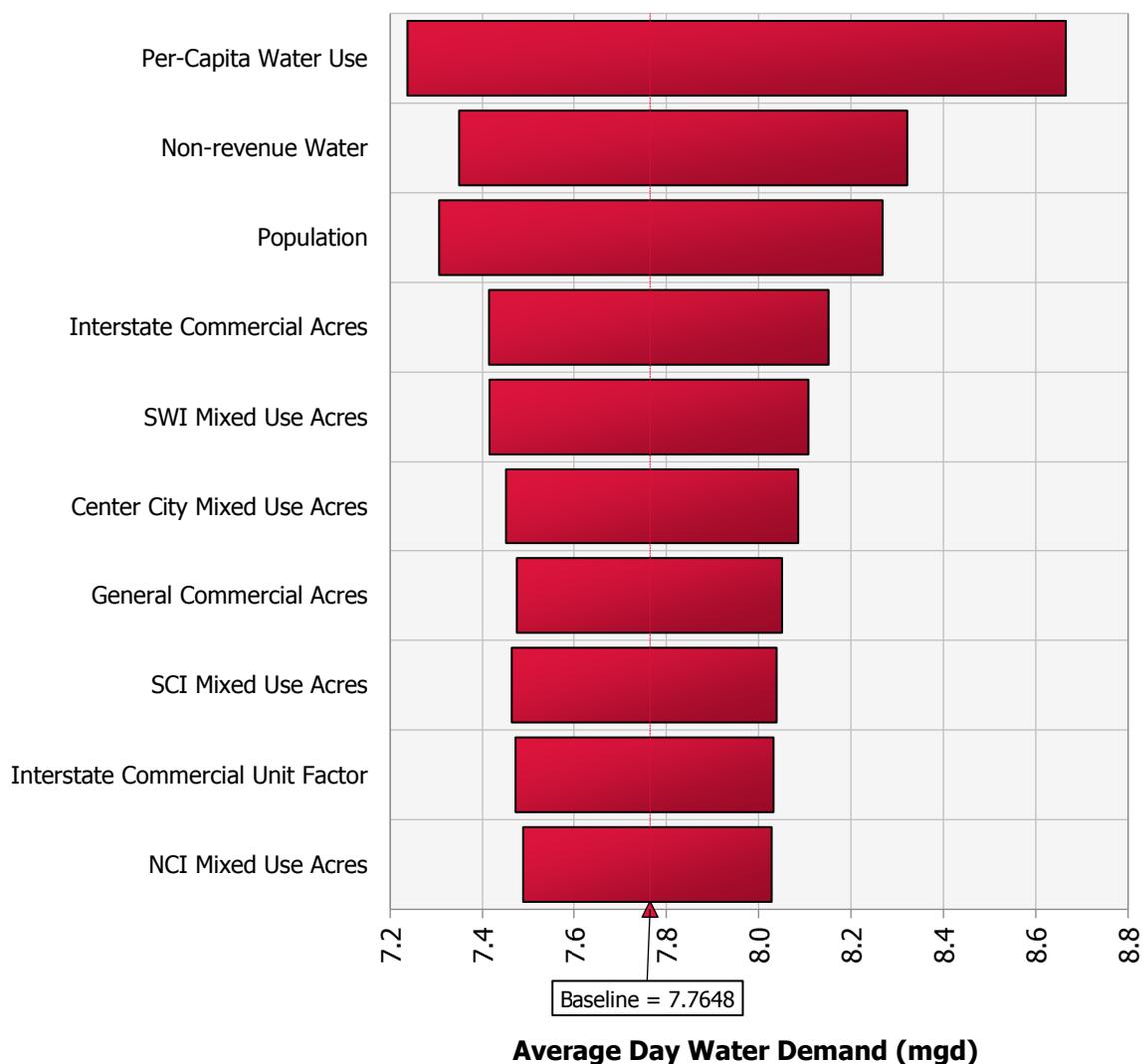
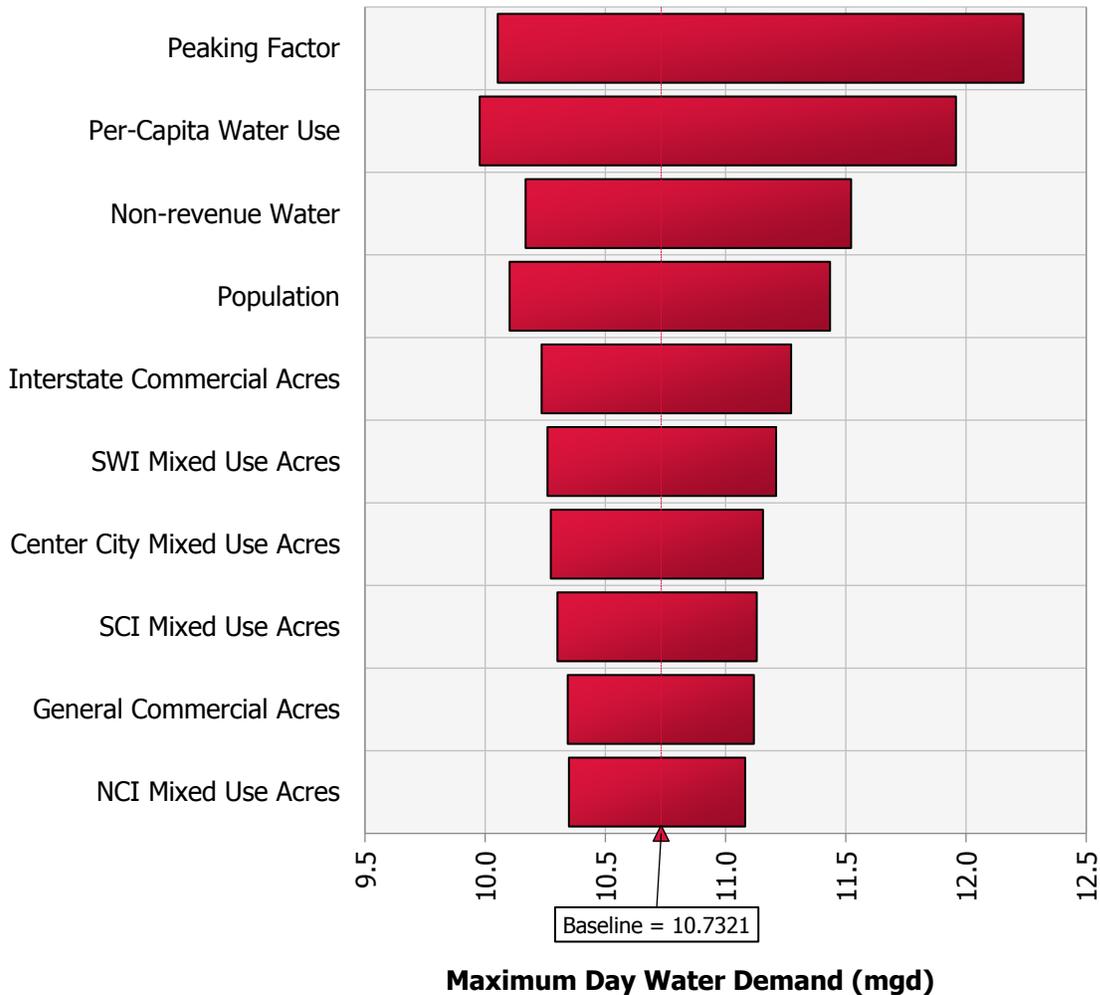


Figure 4-5. Forecasted 2040 City Water Demand Tornado Diagrams, continued



4.2.4 WFP Clearwells Replacement Project and Forecasted Water Demands

The City’s 16-mgd capacity water supply, treatment, and distribution system is adequately sized to meet forecasted City water demands through 2040. As part of the WFP Clearwells Replacement project, the City intends to construct a new 16-mgd distribution (high lift) pump station. Given the forecasted MDDs of 12 to 14 mgd, the City estimated the potential construction cost savings associated with lower-capacity pump stations. This evaluation is presented in Appendix D and summarized in Table 4-2.

The estimated construction cost of the Clearwells Replacement Project is \$17.3 million in 2017 dollars. The potential cost savings from construction of lower-capacity pump stations ranges from about 0.3 to 1.6 percent of the total project cost.

Table 4-2. Alternative Capacity Pump Station Construction Cost Differential Summary

Item	Value	Value	Value	Value
Pump Station Capacity, mgd	12	13	14	16
Pump Capacity (each), mgd	6	6.5	7	8
Intermediate Pump Station				
Pump motor size, hp	50	60	75	75
Discharge pipe diameter, inch	14	14	16	16
Alternative Cost	\$505,788	\$518,960	\$594,470	\$594,470
High Lift Pump Station				
Pump motor size, hp	250	250	300	350
Pipe diameter, inch	14	14	16	16
Alternative Cost	\$369,358	\$380,071	\$434,838	\$485,168
Subtotal Total	\$875,146	\$899,032	\$1,029,308	\$1,079,638
Contractor markups	\$290,906	\$298,845	\$342,150	\$358,880
Total with Contractor Markups	\$ 1,166,052	\$1,197,877	\$1,371,458	\$1,438,518
Cost Differential	\$272,466	\$240,641	\$50,330	\$0

5. Summary of Results and Conclusions

A probabilistic (Monte Carlo simulation) modeling approach was used to the forecast future City water demands. Monte Carlo simulation supports a large number of quantitative simulations of uncertain variables and produces a distribution and likelihood of forecast results. This approach allows the City to evaluate risks associated with future uncertainties. Inputs to the model align with recent water billing data, GIS data, and regional planning efforts—namely the *City of Oshkosh 2040 Comprehensive Plan* prepared by ECWRPC and adopted by the City in October 2018. Within the Study 2040 planning horizon, radical change is not anticipated in population projections nor evident in approved land use plans.

The results of the forecast indicate a modest increase in water demand across most customer classes, which is consistent with the development plans adopted by the City. Refer to Figure 5-1.

The City intends to use the water demand forecasts to adequately size and prioritize investment in water system infrastructure to maintain high levels of customer service and mitigate risks. The Study results indicate the following:

- The current water system supply and treatment capacity of 16 mgd is adequate to meet the City’s needs based on current comprehensive planning information.
- The future water demand forecasts are most sensitive to per capita water demand and non-revenue water.
- While the forecast includes the assumption the City will reduce non-revenue water from a current average of 21 percent to average of 14 percent by 2040, it is unknown whether additional water loss reduction measures will be effective.

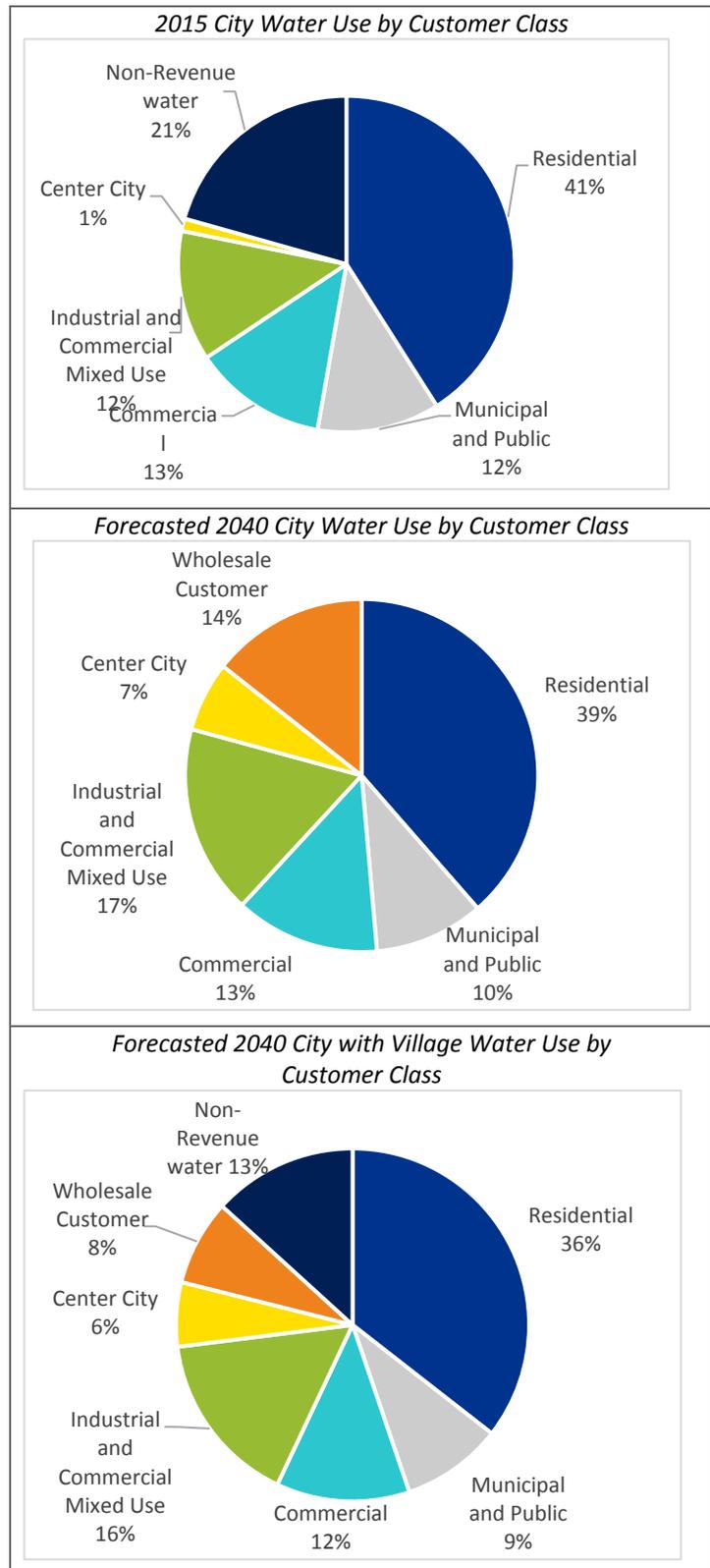


Figure 5-1. Current and Forecasted Water Use by Customer Class

- Serving the Village of Winneconne or a similarly sized wholesale customer increases system capacity needs to 0.6 mgd (ADD) and 0.9 mgd (MDD).
- There are no similarly sized public water systems near the City that could potentially supply water to City customers through mutual aid agreement. Consequently, the City requires a relatively high probability of being prepared to serve projected future demands. Low-risk water demand forecasts, represented by the 75 to 95 percentile values, are recommended for long-range water supply planning. It is further recommended that the City be prepared to serve a potential wholesale customer, like the Village of Winneconne.
 - There is a 75 percent probability of meeting City and Village needs with 8.8-mgd ADD and 12.2-mgd MDD capacity.
 - There is a 95 percent probability of meeting City and Village needs with 9.5-mgd ADD and 13.7-mgd MDD capacity.
- The potential estimated construction cost savings of 14- or 12-mgd capacity pump stations in the \$17.3 million WFP Clearwells Replacement Project is about \$50,000 and \$270,000, respectively. The incremental cost savings associated with constructing less than 16-mgd pumping capacity offers limited financial benefit while reducing system capacity 12 to 25 percent.
- Significant reduction in distribution pumping capacity could negatively impact the City's ISO Classification and increase insurance costs for commercial and industrial businesses.

6. References

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Appendix A
Water Demand Forecast Model
Development Technical Memorandum

135 S. 84th Street
Suite 400
Milwaukee, WI 53214

Subject **Water Demand Forecast Model Development**

Prepared for City of Oshkosh

Prepared by Jacobs Engineering Group Inc. (Jacobs)

Date June 7, 2019

Project Number D3104100

1. Introduction

For the City of Oshkosh (City) Water System Capacity Study, Jacobs used a probabilistic model to prepare a statistical distribution of water demand forecasts through 2040. A computer platform was used to employ Monte Carlo analysis and evaluate the uncertainty associated with future projections. This technical memorandum documents the development of the model input variables and, where appropriate, their probabilistic distributions.

2. Model Input Variables

The model input variables are listed below. The probabilistic distributions of the model inputs described in this technical memorandum are supported by the analysis of water use and land use summarized in Appendix B.

- Population projections
- Per-capita water use
- Land use
- Land-use-based water use factors
- Municipal annual use
- Public annual use
- Non-revenue water
- Maximum day demand (MDD) to average day demand (ADD) peaking factor

2.1 Projected Population

Municipal population projections prepared by the State of Wisconsin Department of Administration and refined by the East Central Wisconsin Regional Planning Commission (ECWRP) were input to the model. Population projections are available in 5-year increments, and linear growth was assumed in interim years and flattens between 2030 and 2040 (Figure A-1).

Figure A-1. Historic and Projected Population in the Service Area

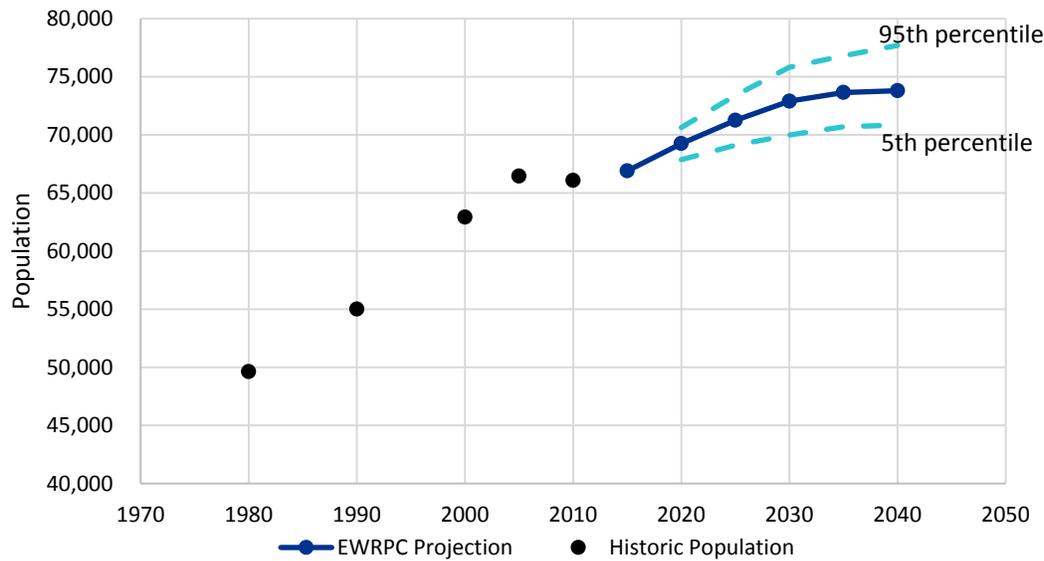


Table A-1 lists the population projections for the City that were input to the model to estimate future residential water demand. The ECWRPC projection was used as the 50th percentile value. A normal distribution was applied to the population projections, with increasing uncertainty as years progressed into the future. A maximum standard deviation of 3 percent was applied to years 2030 to 2040, which would still allow for a low-probability scenario in which the growth rate observed between years 2025 and 2030 could continue through 2040 instead of leveling off. The probability distribution on projected population includes estimated population in designated attachment areas that may be served by 2040.

A moderate correlation between population growth and land use development was included in the forecast model to eliminate potential scenarios in which development was high but population growth was low, and vice versa.

For the forecasting scenario that includes service to the Village of Winneconne (Village) or a different similarly sized wholesale customer, Village population was not included in the model. Instead the estimated future community water supply need of 450 gallons per minute, documented in Appendix C, was used.

Table A-1. City Projected Population Distribution

Year	Population	Distribution Parameters			
		5%	50%	95%	
2015	66,900	N/A	N/A	N/A	
2020	69,250	67,865	69,250	70,635	
2025	71,250	69,113	71,250	73,388	

Table A-1. City Projected Population Distribution

Year	Population	Distribution Parameters			
		5%	50%	95%	
2030	72,900	69,984	72,900	75,816	
2035	73,650	70,704	73,650	76,800	
2040	73,800	70,848	73,800	77,700	

2.2 Water Use Factors

Residential Water Use

Based on review of City water billing data from 2014 through 2017 and detailed review of several representative single-family and multi-family residential areas (see Appendix B), significant variation in per-capita water use depending on the location or type of dwelling was not evident. The per-capita water use probabilistic distribution was determined with the meter and annual reported customer water use data. An inverse Gaussian distribution was chosen because the meter data indicated a low probability of high-volume water use, typical use of 38 gallons per capita day, and an unlikely low-volume use of less than 35 gallons per capita day.

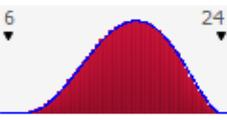
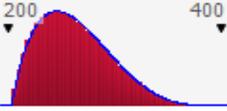
Table A-2. Residential Per-capita Water Use Factor Distribution

gallon/person/day	Distribution Parameters			
	5%	50%	95%	
40	35	38	50	

Municipal and Public Water Use

The City’s municipal and public water use has remained relatively constant or slightly decreased since 2002. The City does not expect significant change in water use for schools, parks, or government buildings in the future. A major water user in this category is the University of Wisconsin–Oshkosh, which does not have plans for expansion or reduction of services. For these reasons, it was assumed that municipal and public water use would remain consistent in the future. A Pert distribution was applied to municipal and public annual water use based on recent historical data.

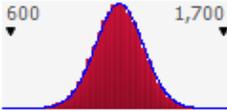
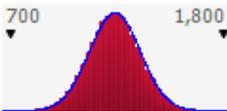
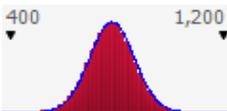
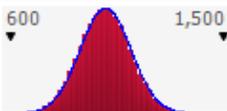
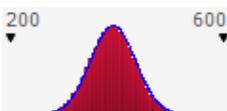
Table A-3. Municipal and Public Water Use Distribution.

	Million Gallons Per Year	Distribution Parameters			
		5%	50%	95%	
Municipal	17	11	17	21	
Public	262	222	262	322	

Water Use for Commercial, Industrial, and Mixed Use Land

Current land use, water use by land use type, and planned 2040 land use were used, as described in Appendix B, to develop water use factors for characteristic water-using areas (districts) within the City. Because land use information is available for the years 2015 and 2040, linear land development was assumed for the planning period. A normal distribution was applied to the approved 2040 land use plan, and a 10 percent standard deviation was applied to reflect uncertainty. A uniform standard deviation was applied to all land use categories. The 2015 land use information was used as deterministic input to the model.

Table A-4 Land Use Type Distribution

District ¹	2015	2040	Distribution Parameters for 2040 Acres			
	Acres	Acres	5%	50%	95%	
Commercial Corridor East Commercial Corridor West	739	1,166	975	1,166	1,357	
Neighborhood Commercial North	622	491	411	491	571	
North Central Industrial	774	1,244	1,040	1,244	1,448	
South Central Industrial	583	786	656	786	915	
Southwest Industrial	557	1,008	842	1,008	1,174	
Main Street Mixed	63	395	329	395	460	

For District descriptions, refer to Appendix B.

A lognormal distribution was applied to each district water duty factor based on the observations for unit factors of similar models with larger data sets. The largest probability was applied to water-duty factors that were calculated using composite or annual average meter data. A lower probability was applied to the maximum and minimum simulated years (see Section 2.4). It was assumed that the water-duty factors would not change over time; however, the variation applied in the distribution accommodates combinations of higher- or lower-intensity use than what is currently observed.

Table A-5 Land-Use-Based Water Use Factor Distribution

	Distribution Parameters				
	gallon/acre/day	5%	50%	95%	
Commercial Corridor East Commercial Corridor West	603	423	603	784	
Neighborhood Commercial North	622	482	622	811	
North Central Industrial	232	185	232	285	
South Central Industrial	420	342	420	539	
Southwest Industrial	697	595	697	820	
Main Street Mixed	1,234	1,058	1,234	1,515	

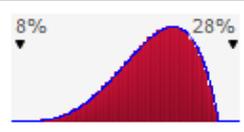
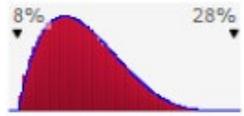
Non-revenue Water

Non-revenue water data for the last 15 years are presented in Section 3, with values during the past 5 years serving as the basis of the distribution shown in Table A-6. The data within the past 5 years encompass a year with significant water-main breaks resulting from extreme cold temperatures, as well as years where the City has performed better than average. In the forecasting model, non-revenue water was calculated as a percentage of water pumped to customers, including the categories of residential, commercial, industrial, municipal, and public water use. Water use attributed to the Village of Winneconne was excluded from the calculation of non-revenue water because it was assumed that it is included in the Village request.

City non-revenue water currently averages 21 percent, despite current practices to reduce water loss. The City targets to reduce non-revenue water to an average of 14 percent between now and 2040.

The forecast model uses the 2014 to 2017 average as the input for years up until 2025. After 2025, the model uses the 2040 target distribution for non-revenue water. Pert distributions fit the historical data and were applied to the current and target future average non-revenue water percentages.

Table A-6 Non-revenue Water Factor Distribution

		Distribution Parameters			
		5%	50%	95%	
Non-Revenue water, 2014 to 2017 average (%)	21%	15%	21%	25%	
Non-revenue water, 2040 target (%)	14%	10%	14%	20%	

Maximum Day Demand to Average Day Demand Peaking Factor

The average City MDD to ADD peaking factor is 1.36 for the past 15 years (see Section 3). An inverse Gaussian distribution was used because it fit the historical data and has been used in similar models with larger data sets.

Table A-7 MDD to ADD Peaking Factor Distribution

		Distribution Parameters			
		5%	50%	95%	
Peaking Factor	1.4	1.29	1.36	1.55	

Appendix B
Water Demand Forecast Model Input Data
Analysis Technical Memorandum

Subject **Water Demand Forecast Model Input Data Analysis**

Prepared for City of Oshkosh

Prepared by Jacobs Engineering Group Inc. (Jacobs)

Date June 7, 2019

Project Number D3104100

1. Introduction

For the City of Oshkosh (City) Water System Capacity Study, Jacobs used a probabilistic water demand forecast model. Model input variables and their probabilistic distributions, described in Appendix A, were developed from data analysis described in this technical memorandum.

2. Data Sources

The data and planning information used to evaluate current water use and forecast future water use for planned service area land use conditions and community population are listed in Table B-1.

Table B-1. Water Demand Model Data Sources

Data Type	Source
Individual meter data by address and meter type	City billing data for years 2014-2017, geocoded by Jacobs for integration with the geographic information system (GIS).
Population, household size, residential vacancy rates	The <i>City of Oshkosh Comprehensive Plan 2040 Update</i> (ECWRPC, 2018).
Land use mapping, 2015	City GIS shapefiles
Planned land use mapping, 2040	ECWRPC GIS shapefiles for 2040
City development plans	City Department of Community Development and City Engineering Department
Historical water use: sales by customer category, water loss, non-revenue water, total pumpage	City annual water utility reports to the Public Service Commission of Wisconsin.
Village of Winneconne water use	City Technical Memorandum <i>Proposed Village of Winneconne Water Supply</i> (Jacobs, 2018)

2.1 Model Input Variables

City water meter billing and land use data were analyzed to determine if neighborhood- or land-use-specific unit factors exist among residential, commercial, and industrial user types. The analysis was used to inform inputs into the probabilistic water demand forecast model (Appendix A).

2.2 Water Use Factors

In lieu of an analysis of water use by property parcel, current water use was characterized in multiple areas within the City through evaluation of land use and billing data. These areas, referred to as “districts,” represent areas of commercial, industrial, residential, and mixed-use in the City. Refer to Figure B-1 at the end of this memorandum and descriptions in Table B-2.

Water use factors, developed with recent historical information, are used to forecast future water demands in planned development (and redevelopment) areas with similar characteristics.

Table B-2. Project Districts

District Name	Description
Commercial Corridor East (CCE)	The eastern side of the Highway 41 commercial corridor is dominated by chain restaurants, hotels, and big-box stores.
Commercial Corridor West (CCW)	The western side of the Highway 41 commercial corridor has more offices and fewer restaurants, stores, and hotels. The development in this area is slightly less dense with a smaller amount of traffic.
Neighborhood Commercial North (NCN)	The section along Murdock Avenue and Jackson Street on the north side of the City is characterized by grocery stores, locally owned and chain restaurants, car mechanics, and small businesses. This area is slightly more pedestrian and characteristic of non-interstate commercial areas in the City.
North Central Industrial (NCI)	North (or Fernau) Industrial Park on the northern side of the City has a mix of industrial and commercial uses.
South Central Industrial (SCI)	The Aviation Industrial Park on the south side of Oshkosh has a mix of industrial and commercial uses.
Southwest Industrial (SWI)	Southwest Industrial Park on the southwest side of the City is primarily industrial use, with a small amount of surrounding commercial.
Main Street Mixed (MSM)	Main Street in downtown Oshkosh has storefronts, bars, and restaurants on the ground level with apartments and office space above. A hotel and convention center are also located in this district.
Single-Family East	This residential district on the east side of the City is characterized by older homes and small to medium lot sizes for middle-income residents.
Single-Family West	This residential district on the west side of the City is characterized by new suburban development and medium to large lot sizes for middle-income residents.
Single-Family North	This residential district on the northern side of the City is characterized by new custom homes and large lot sizes for upper-middle-income residents.
High-Density Apartments: Anthem Luxury Living	This new multi-story apartment complex has 60 units and is mostly middle- to upper-income residents.
High-Density Apartments: River Place	This older multi-story apartment complex has 117 units and is mostly middle-income residents.
High-Density Apartments: Lakeview Terrace	This older multi-story apartment complex has 60 units and is mostly university students.
High-Density Apartments: The Rivers	This new multi-story apartment complex has 60 units and is for senior residents.
Low-Density Apartments: Havenwood Heights	This apartment development is composed of multiple free-standing buildings each with a small number of units and some private garages. The total number of units for the development is 352 and is mostly for middle- to upper-income residents.

2.3 Meter Data Analysis

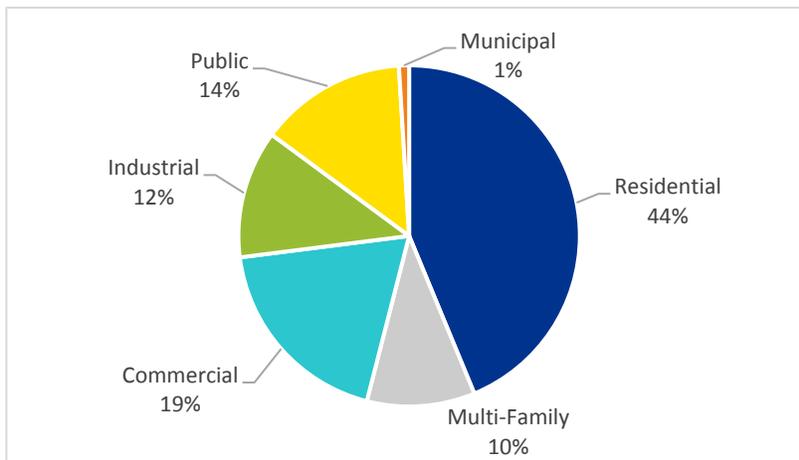
Water meter data from 2014 through 2017 were organized by customer account number and address to create a single meter record that contained meter type and size; account type; annual minimum, average, and use. These records were then geocoded by address for use with the City GIS.

Analysis of the yearly meter data did not reveal significant differences between years for each customer class and their water use as shown in Table B-3. A data set for a composite year was developed by averaging the annual use between 2014 and 2017 at each meter. The average annual use for each meter was then summed by customer class to generate the composite year use shown as percentages in Figure B-2.

Table B-3. Meter Data Summary: Annual Water Use by Customer Class (millions of gallons per year)

	Residential	Multi-Family	Commercial	Industrial	Public	Municipal	Total
2014	815	186	325	239	251	14	1,829
2015	748	173	310	198	221	18	1,667
2016	734	173	326	204	228	18	1,684
2017	720	175	333	198	225	17	1,668
Composite Year	757	177	329	210	241	17	1,730

Figure B-2. Composite Year, Annual Usage by Customer Class



2.4 District Commercial, Industrial, and Mixed-Use Water Use Factors

To characterize commercial and industrial areas, water use factors were calculated for the varied commercial and industrial customers. The geocoded meter data was overlaid with the 2015 land use data in each project district. Water use factors were calculated as the total gallons used by the meters in the district divided by the district area. For the commercial districts (CCE, CCW, and NCN), only the commercial meters and commercial land types were considered, even though a small amount of non-commercial water use is present.

The City’s three industrial parks (NCI, SCI, SWI) have varied amounts of both industrial and commercial land use; consequently, both customer meter types were used to determine respective water use factors.

The MSM district predominately has commercial meter types and land use. When calculating the water use factor, residential-only meters and land use were excluded from the district to avoid double-counting these users in the model. The small number of municipal and public meters was also excluded from the district because this water use is not tied specifically to acreage, and it was assumed that the municipal and public meter use would change at an independent rate in the future as described in Appendix A.

Each district water use factor was calculated using composite year data. To develop extreme potential water use conditions, the minimum and maximum water use values for district meters were used to develop factors that represent water use if every district meter observed the minimum annual use within the same year, or the maximum annual use within the same year (Table B-4).

Table B-4. Water Use Factors for Commercial, Industrial and Mixed-Use Land

			Composite Year Water Use Factor	Maximum Water Use Factor	Minimum Water Use Factor
	2015 Acres	2040 Acres	gal/acre/day	gal/acre/day	gal/acre/day
CCE and CCW	739	1,120	603	784	423
NCN	622	473	622	811	482
NCI	774	1,052	232	285	185
SCI	583	780	420	539	342
SWI	557	896	697	820	595
MSM	63	386	1,019	1,226	853

2.5 District Residential and Multi-Family Water Use Factors

Water use in three representative neighborhoods of single-family homes and five apartment complexes was characterized and summarized in Table B-5. Annual water utility report data was also analyzed to determine the average per capita use was for the entire population. The estimated number of residents in each district or apartment complex was determined using estimated vacancy rates in single- and multi-family homes.¹ For single-family homes, this was a 2.2 percent vacancy rate and an average household size of 2.5 people using 2010 data. For multi-family homes, the estimated vacancy rate of 7.8 percent and an average household size of 2 people per unit was used.

Review of residential water billing data did not reveal significant variation in per capita water use depending on the location or type of dwelling. That is, there are no areas of the City, even among newer developments, where water use is consistently greater because of factors such as outdoor irrigation. Comparing to the average residential water use for the entire population of approximately 38 gallons per person per day, the district data may be slightly higher due to the estimations in vacancy and occupancy rates.

¹ City of Oshkosh Comprehensive Plan 2040 Update (ECWRPC, 2018)

Table B-5. Residential Water Use Factors

	Number of Homes or Units	Estimated Number of Residents	Water Use, gallons per person per day
Single-Family East	1,758	4,298	43
Single-Family West	1,828	4,469	46
Single-Family North	67	164	50
Anthem Luxury Living (new, high density)	60	111	44
River Place (old, high density)	117	216	61
Lakeview Terrace (old, high density, university area)	60	111	38
The Rivers Senior Living (new, high density)	60	111	47
Havenwood Heights (remodeled, low density)	352	649	63

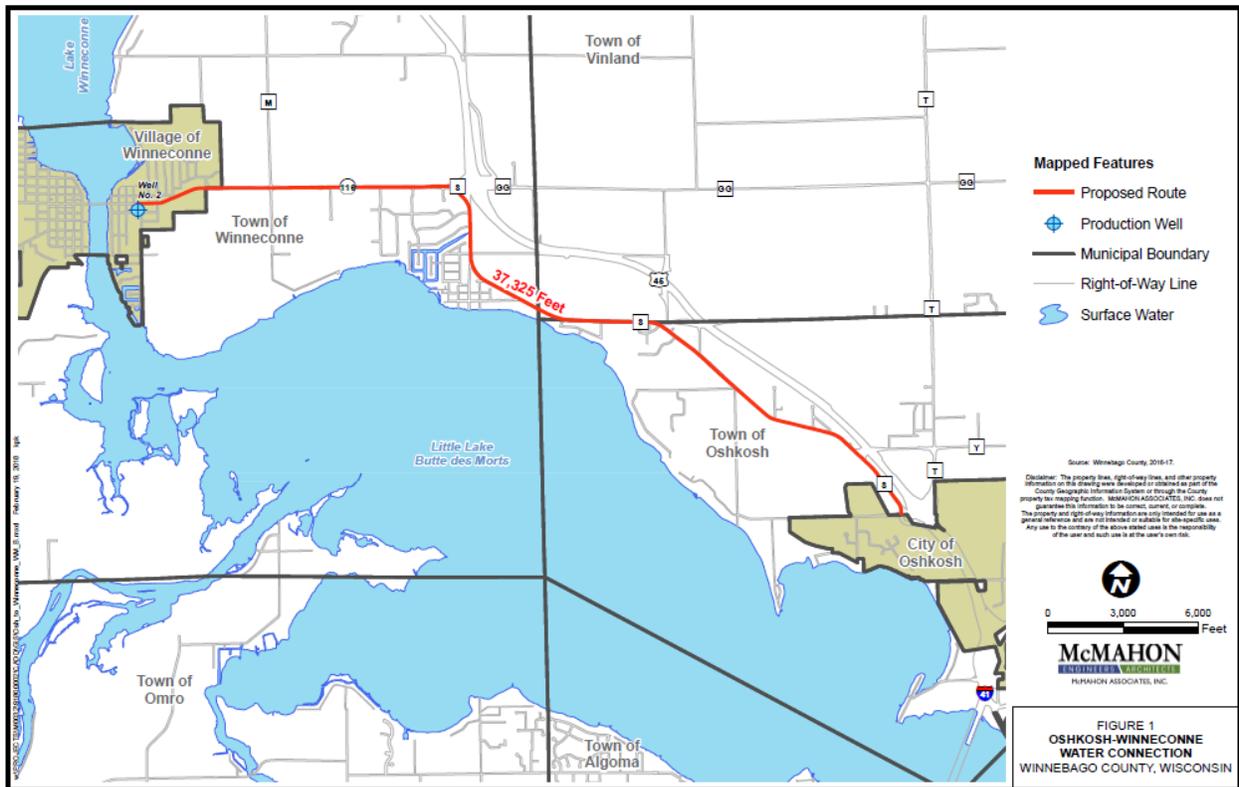
Appendix C
Proposed Village of Winneconne Water
Supply Technical Memorandum

Proposed Village of Winneconne Water Supply

PREPARED FOR: City of Oshkosh
 PREPARED BY: CH2M now Jacobs
 DATE: March 12, 2018

The Village of Winneconne (Village) has expressed interest in receiving water supply from the City of Oshkosh (City). This technical memorandum documents the supply options analyzed for service to the Village. A 12-inch diameter pipeline with a roughness value of 130 was utilized to convey supply from the City to the Village. The 12-inch pipeline was connected to the City’s system at the intersection of Ryf Road and Lake Butte Des Morts Drive, and run to the Well #2 site at the Village, a length of approximately 37,325 feet. The Well No. 2 site is at an elevation of approximately 766 feet. The Village desires service of approximately 425-450 gallons per minute (gpm) at a minimum pressure of 20 pounds per square inch (psi). Figure 1 shows the potential layout.

Figure 1. Potential Layout



Analysis

The City of Oshkosh’s hydraulic model was used to estimate the delivery pressure to the Village, as well as analyze the effects of delivery on the City’s system. The Max Day Demand model was utilized for analysis. A 12-inch diameter pipeline (C-Factor = 130) was added to the model, connecting at the existing 12-inch loop at Ryf Road and Lake Butte Des Morts Drive and continuing to a dead-end point at

the location of Well No. 2 within the Village. The pipeline is approximately 10,200 feet long. A demand of 450 gpm with a constant flow pattern was added at the dead-end connection.

City of Oshkosh Results

System pressures were reviewed for the existing system under MDD, and for the potential system under MDD. Little difference in system pressure was found, as illustrated in Figure 2 and Figure 3. System head at the connection point of Ryf Road and Lake Butte Des Morts Drive was reduced by approximately 5 feet (2 psi) with the addition of the Village flow, as illustrated in Figure 4 and Figure 5. This resulted in the average existing pressure at the connection point being reduced from 69 to 67 psi.

Village of Winneconne Results

Service from the City of Oshkosh system is provided at an average grade line of 900 feet. The Village connection point is at an elevation of approximately 766 feet. There appears to be a high point along the pipeline route with a ground surface elevation of approximately 816 feet. A model junction with elevation of 816 feet was entered at this point, as shown in Figure 6. Note that the Jacobs dataset is limited, and elevations closer to the Village of Winneconne are unknown. If a higher point exists the pipeline pressure will need to be assessed at that point.

High Point Pressure

Pressure at the pipeline high point ranges from an approximate low of 28 psi to a high of 38 psi. The pressure diurnal is shown in Figure 7. The model simulates approximately 6 feet of headloss through the 10,200 feet of 12-inch diameter pipeline from the City connection point to the transmission line high point.

Village Service Pressure

The simulated Village of Winneconne service pressure ranged from a low of 43 psi to a high of 52 psi, as shown in Figure 8. Headloss through the 27,125 foot pipeline from the high point to delivery at Well No. 2 was simulated to be approximately 16 feet.

Conclusion

Initial analysis shows the City of Oshkosh system to be capable of delivering 450 gpm to the Village of Winneconne Well No. 2 connection point with a minimum of at least 20 psi at all points in the transmission main and an average delivery pressure of approximately 48 psi.

Pressure along the transmission main route should be assessed on an individual basis for elevations greater than 800 feet and lower than 715 feet, as pressures at these elevations may be either extremely low or extremely high.

Figure 2. Existing System MDD Pressure

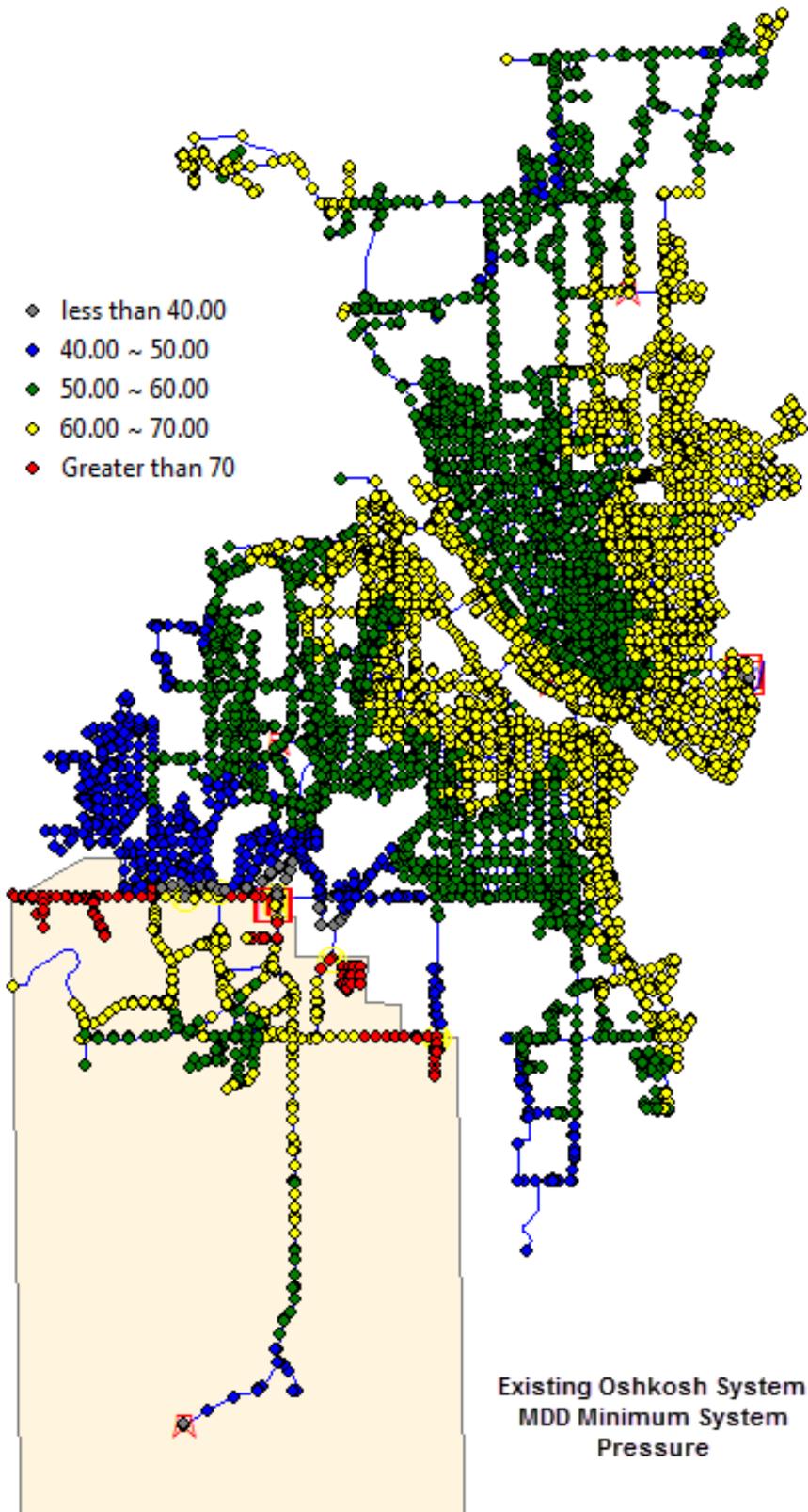


Figure 3. Potential System MDD Pressure

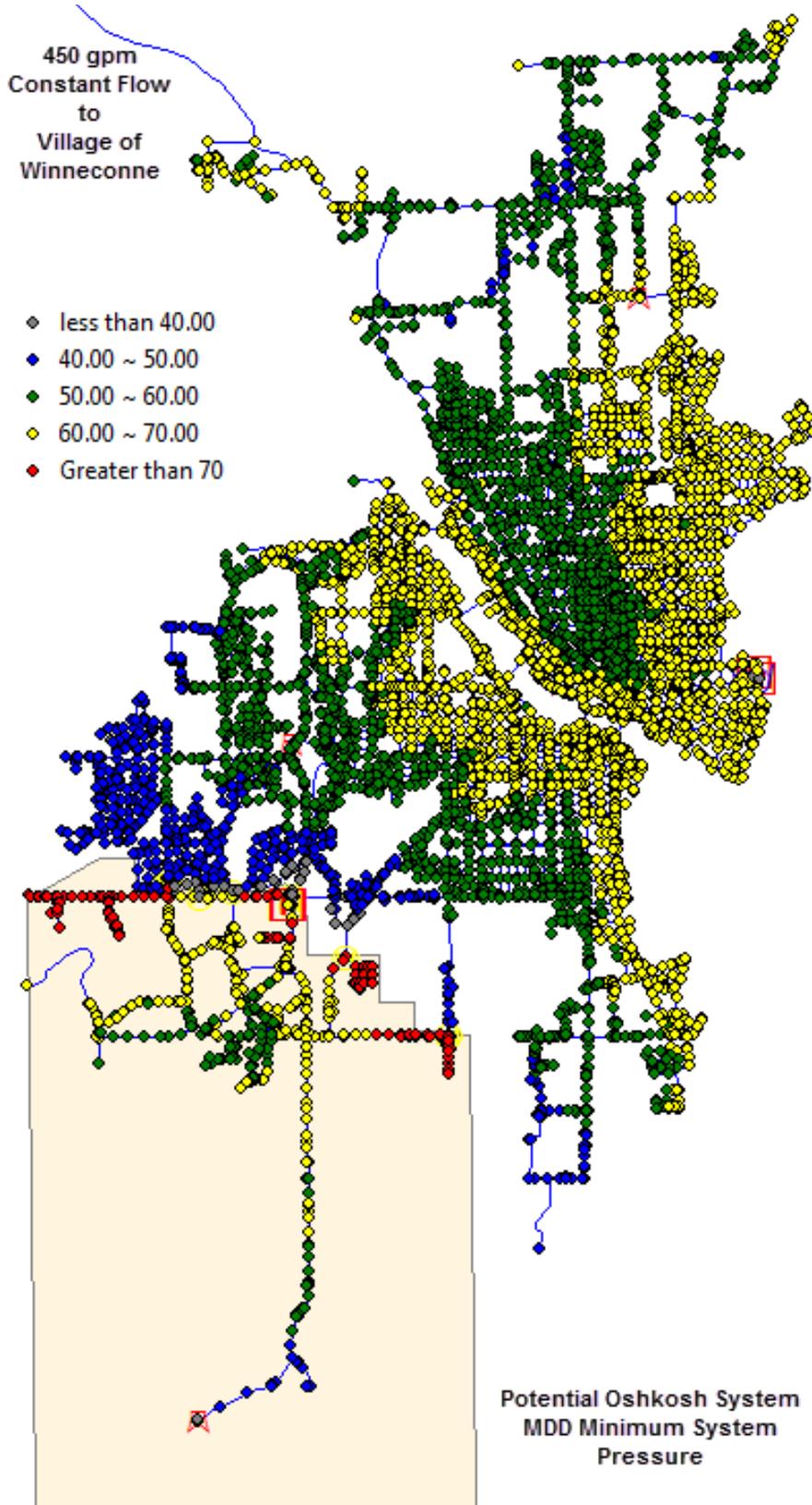


Figure 4. Existing System Hydraulic Grade Line

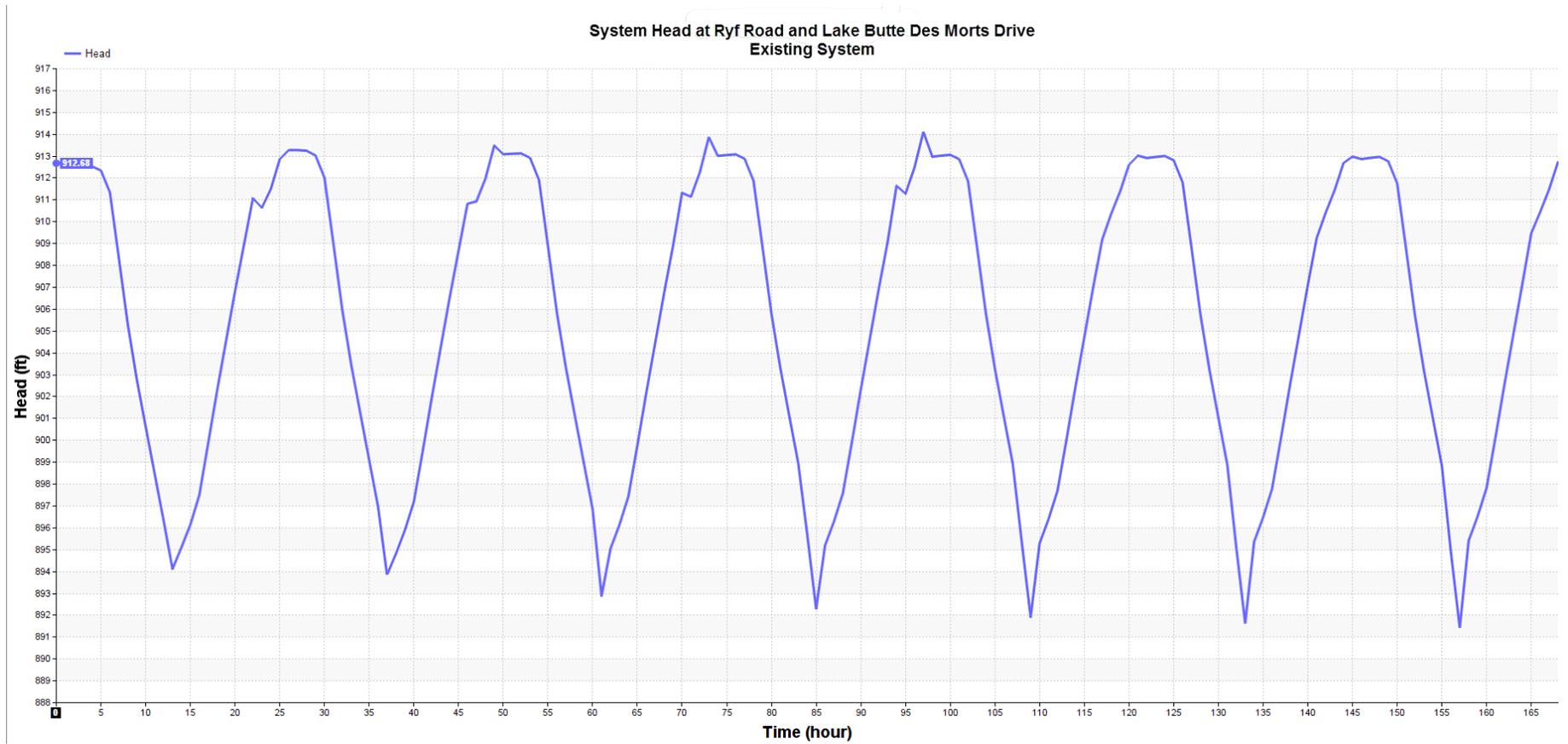


Figure 5. Potential System Hydraulic Grade Line

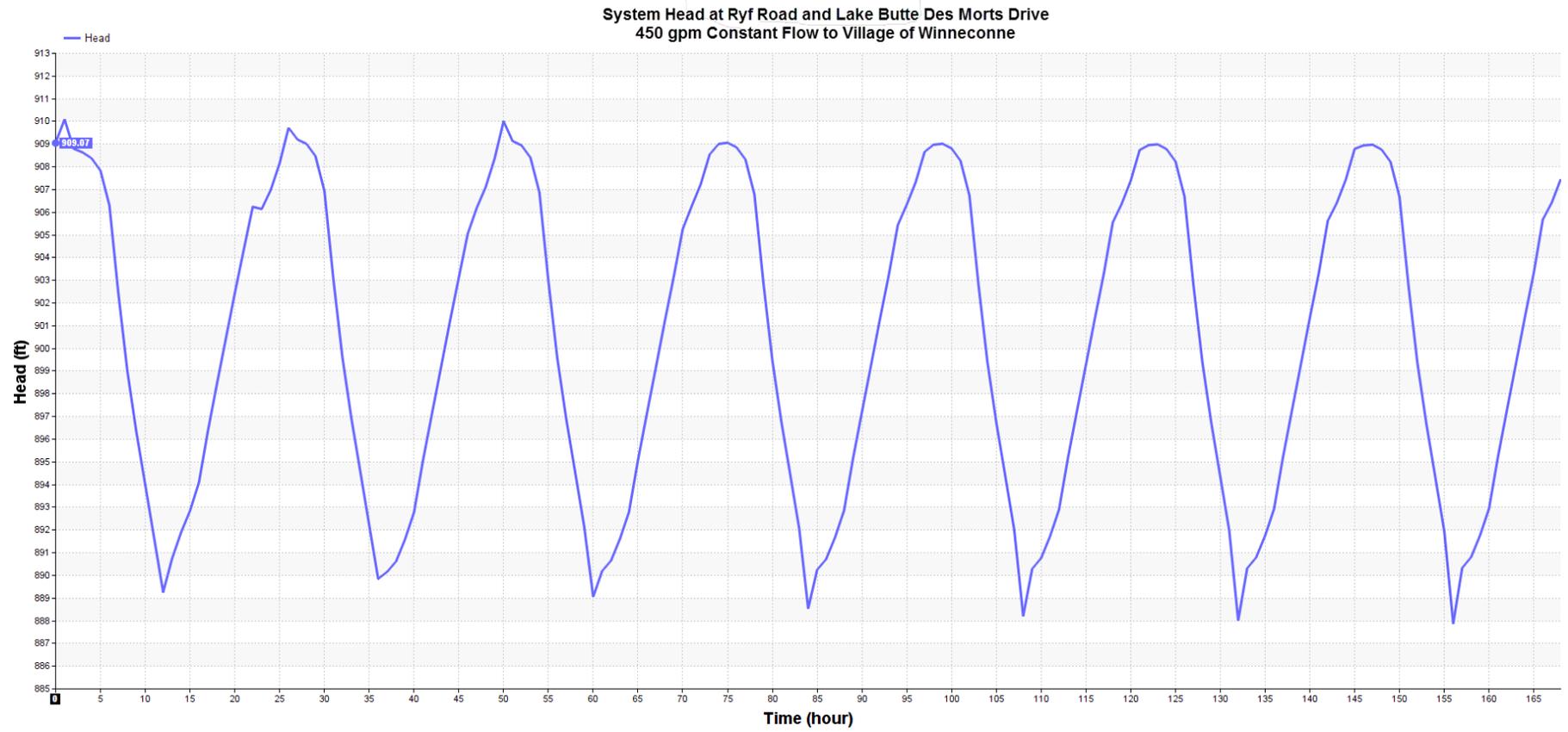


Figure 6. Transmission Pipeline Elevation Assessment



Figure 7. Pressure Diurnal at Transmission Pipe High Point

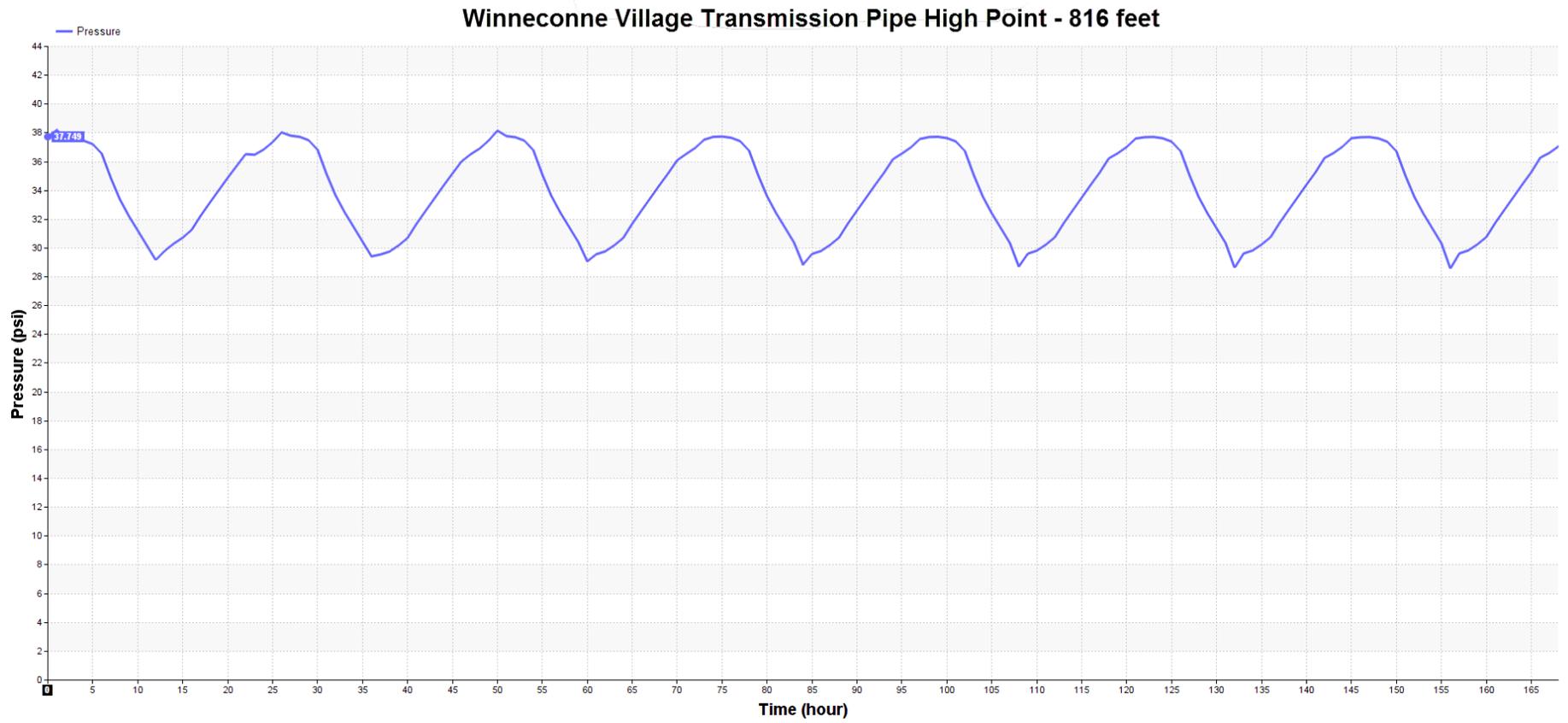
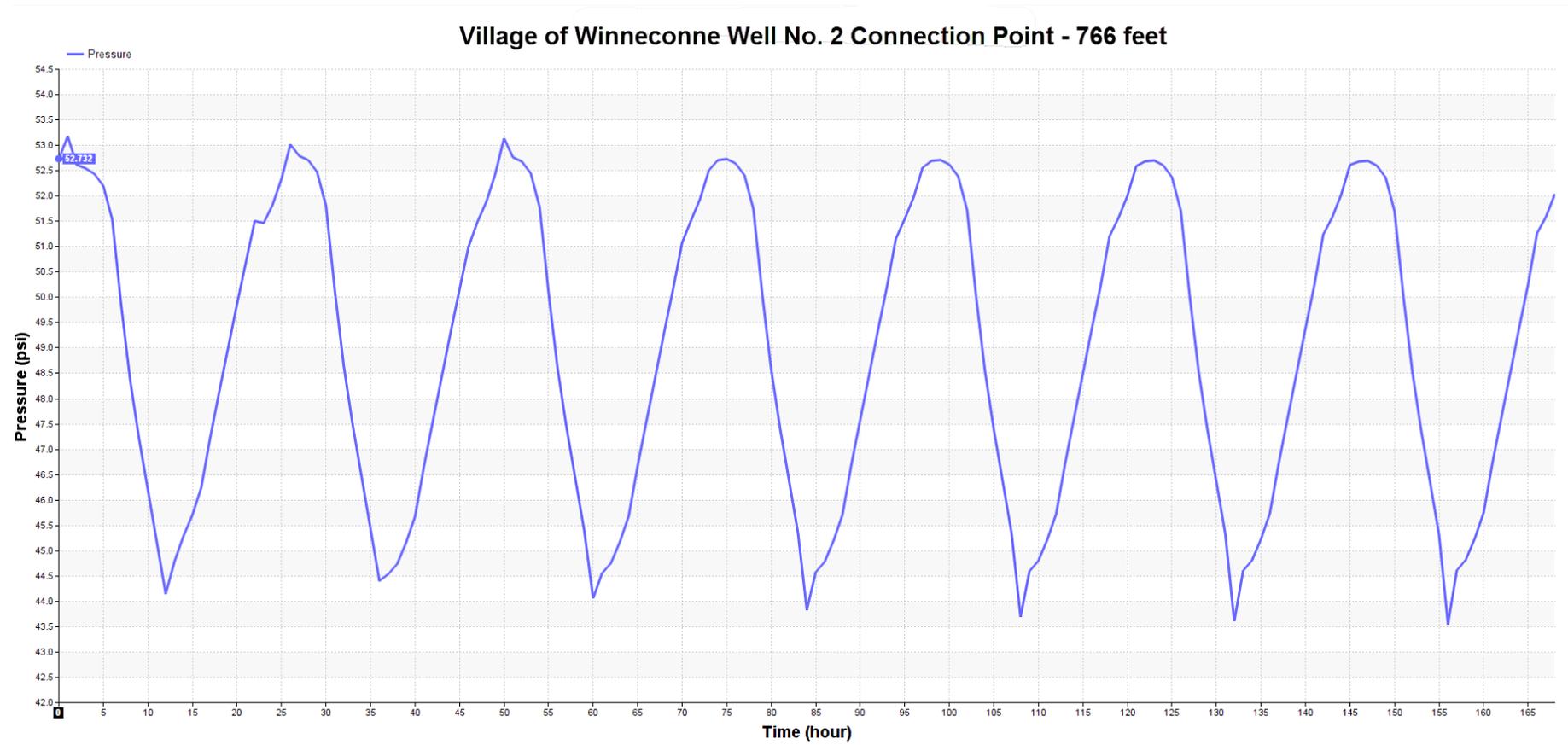


Figure 8. Village of Winneconne Service Pressure



Appendix D
Clearwells Replacement Project
Lower-Capacity Pump Stations
Technical Memorandum

Subject **Water Filtration Plant Clearwells Replacement Project Lower Capacity Pump Stations**

Prepared for City of Oshkosh

Prepared by Jacobs Engineering Group Inc. (Jacobs)

Date July 30, 2019

Project Number 691019

1. Background

The upcoming City of Oshkosh (City) Water Filtration Plant Clearwells Replacement Project (Project) includes the addition of an Intermediate Pump Station (IPS) to pump finished water to the new at-grade storage reservoirs and a High-Lift Pump Station (HLPS) to pump finished water from the reservoirs into the distribution system. The Water Filtration Plant (WFP) rated treatment capacity is 16 million gallons per day (mgd), and the current design firm capacity of both pump stations is 16 mgd. As part of the Public Service Commission of Wisconsin construction authorization process, the pump stations' design capacity was questioned. In response, the City prepared updated water demand forecasts for the water service area through 2040. While the pump station structures will serve the City for over 50 years, a 20-year demand forecasting horizon was selected to identify whether lower-capacity pumping equipment can be initially installed to reliably serve City customers through 2040. The potential benefit of installing smaller equipment is lower construction cost.

2. Introduction

Based on updated water demand forecasts documented in *City of Oshkosh Water System Capacity Study* (Jacobs, 2019), there is a high probability that maximum day demands through 2040 will be less than 16 mgd. The purpose of this technical memorandum is to describe the potential cost savings associated with constructing lower capacity pump systems. The City considered a range of initial capacities: 12 mgd, 13 mgd, and 14 mgd.

3. Hydraulic Capacity Impacts on Pump Station Design and Cost

3.1 Intermediate Pump Station

The IPS is a single-story, 1,836-square-foot masonry block structure with a standing metal seam room. To reduce construction costs, the pump station will be constructed on top of the WFP Chlorine Contact/Backwash Supply Tank (CT/BWS)Tank. The CT/BWS Tank will serve as the IPS wetwell and foundation. The pump station includes a room for electrical and building mechanical equipment and a room for pumps, piping, equipment lifting, and egress. The pump discharge header connects to the existing CT/BWS Tank outlet pipe.

Reducing the IPS hydraulic capacity to 12 to 14 mgd has negligible impacts on mechanical and electrical equipment physical space requirements. Reducing capacity will impact pump, motor, variable frequency drive (VFD), electrical, and piping system costs. Prices for pumps and motors were obtained from the base design pump manufacturer, Flowserve. Prices for VFDs, pipes, fittings, and valves were obtained from Jacobs' Conceptual and Parametric Engineering System cost-estimating software.

IPS vertical turbine pump selections for the alternative station capacities were provided by Flowserve. A model 25SPM pump with a 75-horsepower (hp) motor was selected for both the 14- and 16-mgd alternatives, resulting in the same pump price of \$143,750 each. A smaller model 23SPL pump was selected for the 12- and 13-mgd alternatives. The 12-mgd alternative pumps require 50-hp motors, and the 13-mgd alternative pumps require 60-hp motors. The price of a 50-hp pump is \$129,373 compared to \$130,625 for a 60-hp pump. Reduction in motor hp also reduces the size of the VFD for the 12- and 13-mgd alternatives. The costs for pumps, motors, and drives for the alternatives range from \$520,000 for the 12-mgd alternative to \$595,000 for the 16-mgd alternative. Piping systems, including piping, fittings, and valves are sized to limit flow velocity to less than 10 feet per second (fps). The IPS pump discharge piping system is composed of 23 feet of pipe, 3 check valves, and 3 butterfly valves. The 14- and 16 mgd alternatives piping system is 16 inches and can be reduced to 14 inches for the 12- and 13-mgd alternatives. The 14-inch suction piping system costs \$15,000 compared to \$20,000 for the 16-inch piping system. Refer to Table 1 for a cost-estimate summary at the attached equipment quotation.

If 75-hp motors are provided, a 600-amp electrical service is required for the IPS. If the pump motor size is reduced to 60 hp or 50 hp, a 400-amp electrical service is sufficient. With smaller electrical service, the 2-350 thousand circular mil (kcm) with #1/0 American Wire Gauge (AWG) ground per phase cable and conduit size to be reduced to 1-500 kcm #2 AWG ground per phase over the approximate 300 feet of duct plus 100 feet of routing within the buildings. Cable and conduit to the drives and motors from the motor control center (MCC) can also be reduced from 75 hp (3#1, #6G, 1.5-inch conduit) to 60 hp (3#2, #6G, 1.25-inch conduit) to 50-hp (3#4, #6G, 1-inch conduit). There is no cable, conduit, and duct savings if pump station capacity is reduced to 14 mgd. Cable, conduit, and duct savings is estimated to be \$12,000 if the 13-mgd alternative is selected, and \$13,000 if the 12-mgd alternative is selected.

3.2 High-Lift Pump Station

The HLPS is a single-story, 23,000-square-foot masonry block structure with a standing metal-seam roof. To reduce construction dewatering costs and eliminate the need for an elaborate foundation underdrain system, the pump station will be constructed inside the walls of the buried clearwells. The pump station includes a room for electrical and building mechanical equipment and a room for pumps, piping, and equipment lifting and egress. The facility included extensive new pump suction flow metering piping that included reservoir interconnect piping and new dual-pump discharge. Pump discharge piping connects to existing mains located adjacent to the station.

The horizontal split-case pump selections for the alternative station capacities were provided by Flowserve. A model 10LR pump was selected for all flow-rate alternatives, with each having at least one variation. The pumps had either a different motor size or casing size, or both. The 14- and 16-mgd pump selections included the same casing size but different motor sizes. Despite the 14-mgd alternative pumps having a 250-hp motor and the 16-mgd alternative pumps having a 300-hp motor, the quoted pump prices were the same (about \$58,000 each). Pumps for the 12-, 13-, and 14-mgd alternatives all have 250-hp motors, with the only difference between the pumps being the casing size reducing in diameter relative to flow. The cost of the pumps for the 12- and 13-mgd alternative were relatively equal at approximately \$47,000 each. A reduction in motor hp for the 12-, 13-, and 14-mgd alternatives

also reduces the size of the VFD. The costs for pumps, motors, and drives for the alternatives range from \$362,000 for the 12- and 13-mgd alternative to \$440,000 for the 16-mgd alternative. The piping systems for the 12- and 13-mgd alternatives can be reduced from 16 inches to 14 inches for the other alternatives. The HLPS pump suction and discharge piping system is composed of 53 feet of pipe, 3 check valves, 6 butterfly valves, and 6 bends. The 14-inch piping system costs \$33,000 compared to \$45,000 for the 16-inch piping system.

If 350-hp motors are provided, a 1,600-amp electrical service is required for the HLPS. If the pump motor size is reduced to 300 hp, a 1,200-amp electrical service would be sufficient. With smaller electrical service, 4-600 kcm with #4/0 AWG ground per phase cable and conduit may be reduced to 4-350 kcm with #3/0 AWG ground per phase over the approximate 600 feet of duct plus 50 feet of routing within the buildings. If a 250-hp motor is selected, the cable and conduit required drops further to 3-500 kcm per phase with #3/0 AWG ground over that distance. Cable and conduit to the drives and motors from the MCC can also be reduced from 350 hp (2x3-350 kcm, #1/0 G, 2.5-inch conduit) to 300 hp (2x3-250 kcm, #6 G, 2.5-inch conduit) to 250-hp (3-500 kcm, #1/0 G, 3-inch conduit). Cable, conduit, and duct savings are expected to be \$12,000 if the 14-mgd alternative is selected; \$16,000 if the 13-mgd alternative is selected, and \$25,000 if the 12-mgd alternative is selected.

3.3 Main Power Distribution and Generator Sizing

Reducing the size of the generator and main power transformer is not recommended because the generators in the current design are sized to back up the plant at 12 mgd (including a future UV Disinfection System). Reducing the size of the generators would reduce future backup capability to below 12 mgd. Note that the generators were limited in size to equipment that can fit in the existing electrical room; expanding the existing generator room or construction of a new generator building was determined to be cost prohibitive during design development.

Table 1. Pump Station Capacity Estimated Cost Reduction Summary

Item	Value	Value	Value	Value
Station Capacity, mgd	12	13	14	16
Each Pump, mgd	6	6.5	7	8
Intermediate Pump Station				
Flowserve Pump Model	23SPL	23SPL	25SPM	25SPM
Pump motor size, hp	50	60	75	75
Discharge pipe diameter, inch	14	14	16	16
Discharge pipe velocity, fps	8.7	9.4	7.8	8.9
Pump, motor, drives cost	\$504,074	\$516,245	\$ 574,994	\$574,994
Pipe, fittings, valves cost	\$14,715	\$ 14,715	\$19,476	\$19,476
Pump-related electrical cost savings	(\$13,000)	(\$12,000)	(\$0)	(\$0)
IPS Alternative Equipment Cost	\$505,788	\$518,960	\$594,470	\$594,470
High Lift Pump Station				
Flowserve Pump Model	10LR-14B	10LR-16A	10LR-17B	10LR-17B
Pump motor size, hp	250	250	300	350

Table 1. Pump Station Capacity Estimated Cost Reduction Summary

Item	Value	Value	Value	Value
Pipe diameter, inch	14	14	16	16
Pipe velocity, fps	8.7	9.4	7.8	8.9
Pump, Motor, Drives Cost	\$361,041	\$362,754	\$402,160	\$440,489
Pipe, Fittings, Valves Cost	\$33,317	\$33,317	\$44,678	\$44,678
Pump-Related Electrical Cost Savings	(\$25,000)	(\$16,000)	(\$12,000)	(\$0)
HLPS Alternative Equipment Cost	\$369,358	\$380,071	\$434,838	\$485,168
Total Alternative Equipment Cost	\$875,146	\$899,032	\$1,029,308	\$1,079,638
Contractor's Markups and Contingency	\$290,906	\$298,845	\$342,150	\$358,880
TOTAL	\$ 1,166,052	\$1,197,877	\$1,371,458	\$1,438,518
Cost Difference from 16 mgd	\$272,466	\$240,641	\$50,330	

4. Conclusion

The total estimated construction cost of the Clearwells Replacement Project is \$17.3 million in 2017 dollars. The estimated construction savings for the alternative 12- to 14-mgd pump station capacities are about 1.6 to 0.3 percent, respectively. This is due in large part to mechanical and electrical equipment having nearly the same space requirements for the capacities evaluated. In addition, the opportunity to reduce pipe by one size is generally limited to piping within the stations because the design involves extensive reuse of existing buried WFP piping.

Appendix B
Intergovernmental Utility Service Agreements

WINNEBAGO AREA INTERGOVERNMENTAL UTILITY SERVICE AGREEMENT

Winnebago Area Intergovernmental Utility Service Agreement ("Agreement") dated this 10th day of June, 2020, by and between the Town of Oshkosh, a Wisconsin town ("Town") and the City of Oshkosh, a Wisconsin municipality ("City").

Recitals

A. This Agreement is authorized by the intergovernmental cooperation provisions of Wis. Stats. § 66.0301 and, to that extent, it will be liberally construed to accomplish its intended purposes.

B. Attached as Exhibit A is both a legal description and an aerial photo of the Winnebago area in the Town of Oshkosh that is the subject of this Agreement. The contents of Exhibit A are incorporated by reference and, together, will be referred to as the "Winnebago Area."

C. The Winnebago Area consists of single-family homes, a post office, various apartment buildings, and a commercial business, all consisting of approximately 103 residents. The Winnebago Area is currently served by wastewater and water utilities provided by the State of Wisconsin Department of Health Services, which owns a State institution generally described as the Winnebago Mental Health Institute ("WMHI"). Currently both the water supply and the wastewater discharge flow through WMHI to and from the City.

D. WMHI has notified the Town that it wishes to end its long-standing program of providing water and wastewater utility services to the Winnebago Area. The City is willing to continue providing water and wastewater utility services to the Winnebago Area, subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary, the City expressly reserves all rights regarding its legislative discretion to provide or deny the provision of utility services to other areas within the Town or to any other third party, whether it may be a public sector entity or otherwise.

E. The Town and City recognize that the Town and City, together with other Towns and Sanitary Districts outside of the City but served by the City, are currently in the process of reviewing and negotiating an updated Sanitary District Master Agreement. In addition, the Town and City recognize that there may be issues that will need to be defined, addressed or addressed in a different manner than contemplated at the time of this Agreement and the Town and City agree to act in good faith to address any issues not contemplated, not adequately addressed within the Agreement or in need of amendment or revision.

F. Subsequent to the execution of this Agreement, the Town and the City anticipate that the Town will create a new town sanitary district encompassing the Winnebago Area

(henceforth “Sanitary District”). The parties agree that, without further consideration, the rights privileges and obligations of this Agreement shall automatically be assigned to this newly-created Sanitary District.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, the Town and City agree, as follows:

1. Utility Services. The City will provide water and wastewater utility services (combined “Utility Services”) through the District to the Winnebago Area. Notwithstanding anything to the contrary, the City has no obligation to provide Utility Services to any properties not currently located within the Winnebago Area, as defined in this agreement, and all rights are reserved by the City to decline the provision of Utility Services to any properties outside the Winnebago Area regardless of the future boundaries of the Sanitary District. Furthermore, the provision of the Utility Services described in this Agreement is subject to compliance with all applicable City water and wastewater related ordinances, resolutions, and administrative rules; and the Sanitary District Commission shall adopt all such ordinances, resolutions and administrative rules necessary to fulfill this obligation.

The City agrees to provide potable water meeting Primary Drinking Water Standards to the District to a connection point identified under Section 2 of this Agreement or as may be agreed upon by the City’s Director of Public Works and the parties’ technical engineering representatives. The City and the District shall each be responsible to test the water within their own systems and the City shall bear no responsibility for water quality beyond the point of connection.

The City agrees to provide wastewater utility services to the District at a connection point identified under Section 2 of this Agreement or as may be agreed upon by the City’s Director of Public Works and the parties’ technical engineering representatives.

The District shall be responsible for all costs of connection, including engineering fees, construction fees, and the costs of construction materials, but excluding SCADA equipment, water meters and water metering equipment which shall be installed and paid for by the City and which shall remain under City ownership. All construction plans shall be submitted to the City and WDNR for approval prior to the commencement of any construction.

It is intended that the Utility Services described in this Agreement be limited to those existing properties (whether vacant or developed) within the Winnebago Area, at the date this Agreement is entered into. See attached Exhibit A to this Agreement. In addition to the preceding, the Town/Sanitary District shall require the 12-unit apartment building on Sherman Rd., which is currently served by a private well, to obtain potable water from the City through the District. It is the intention of the parties that the sale, lease, inheritance or other similar conveyance of individual private property rights shall not affect this Agreement except that no additional properties may be added to the District and no substantial change of use for an individual service (such as from residential to commercial or industrial) shall be permitted without specific written approval by

City. There shall be no resale, wholesale sale of or other extension of Utility Services by the District or any customer thereof. Notwithstanding anything to the contrary herein, the Town shall not rezone any parcel(s) within the Winnebago Area without obtaining the City's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned.

2. Scope of Project. Attached as Exhibit B, and incorporated by reference, are maps depicting the location of the existing water distribution system and the existing wastewater collection system within the Winnebago Area. The parties acknowledge that these systems need replacement. Notwithstanding anything to the contrary, the Sanitary District is solely responsible for the costs of replacing the existing water distribution system and the existing wastewater collection system. Attached as Exhibit C, and incorporated by reference, is a description of the project encompassing the construction of a proposed new water distribution system replacement and a proposed wastewater collection system replacement (together "Replacement Utilities").

Upon installation, the Replacement Utilities will remain the property of the Sanitary District, which is responsible for their operation, maintenance, repair, and replacement. Notwithstanding anything to the contrary, the Replacement Utilities shall not include storm sewers.

Furthermore, cross-connections allowing ground water, storm water or any other prohibited substance to enter the Replacement Utilities are strictly prohibited. The District will include as part of the construction project, the replacement of each private building sewer line from property line to its connection point inside the building to visually confirm clearwater cross-connections have been eliminated. The District will be required to verify the elimination of private property cross-connections prior to completion of the construction project.

In addition, a backflow prevention device (full-sized check valve) shall be installed, at the City's cost, with the City water meter at the connection point of the water distribution systems to prevent any backflow from the District's water distribution system into the City's water distribution system.

3. Flow Measurement. The City agrees that the potable water service will be metered as the primary billing method to the District for water and sewer service. In addition, in order to monitor and potentially surcharge for clear water inflow & infiltration (I/I), the District shall install a Palmer Bowlus flume, or equivalent wastewater flow metering device approved by the City, in a new meter manhole at the southeast corner of Sherman Rd./South Drive intersection. This new manhole will be just upstream of the City's existing manhole at that intersection.

The District/City will develop an infiltration/inflow surcharge methodology acceptable to both parties using field data collected in the first 12 months after the utilities replacement project is completed. The Town/District will record continuous flow data from the flow meter in the meter manhole and utilize this information in developing the surcharge methodology. Base level I/I values will be determined by comparing metered potable water volumes to metered wastewater flows in dry weather conditions at minimal usage times such as midnight to 5:00 a.m. It is

anticipated that the dry weather minimal usage time volumes will be insignificant. Similar measurements will be made during wet weather events using storm events of an agreed to magnitude (for example: 1" or greater rain event). The difference between base level flow values and wet weather flow values will be surcharged to the District at an agreed to fee per 1000 gallons. Details of the I/I surcharge methodology will be resolved during the initial year of operation of the upgraded system. Modifications of the surcharge methodology can be made annually if requested by either party. The District will conduct an annual metering check of the sewer system flow over a two month period during spring wet weather conditions to verify I/I values are remaining in check. Changes in the amount of I/I volume measured may result in a recalculation of the I/I surcharge rate and include back billing for increased flows at the City's option.

The District shall provide and maintain a water meter structure with adequate power and heat for the installation of a City owned water meter, with check valve, to be installed to record water flows from City to the District. The structure shall not require confined space entry but shall provide adequate space for safe maintenance, repair, and replacement of the meter. The water meter and check valve shall be installed by the City in the structure and shall remain the property of the City. The City shall be responsible for all maintenance of the meter and check valve. The District shall provide necessary easements and access to the City for reading the meter and maintenance purposed at all reasonable times. The meter shall be tested and maintained by the City as required by PSC regulations and copies of all test results and shall be available to the District.

4. Billing. The District shall pay to the City water charges as determined by the PSC which may include a meter charge, fixed charge, volume charge or such other fees and charges as may be determined by the PSC. The City will make application to the PSC and will request a rate be established for the sale of water to the District. It is the intent of this Agreement that the City shall be fully compensated for its cost of providing Utility Services to the Winnebago service area. Preparation of the application will include a cost of service analysis performed by outside consultants experienced in developing rates and fees for water utilities in accordance with industry practices. The City shall provide the District with a copy of the application within 10 business days after the submission of the application. The District shall apply to the PSC for determination of the rates it must charge the District's customers and abide by all regulations of the PSC, DNR and other authorities governing public water and wastewater systems.

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, including a base line I/I surcharge and a wet weather I/I surcharge; as may be determined by the Common Council in a manner consistent with other Town Sanitary Districts and the master wastewater services agreement. It is the intent of this Agreement that the City shall be fully compensated for the provision of Utility Services to the Winnebago service area. Determination of wastewater rates will include a cost of service analysis performed by outside consultants experienced in developing rates and fees for wastewater utilities in accordance with industry practices. The City shall provide the District with a copy of the analysis at least 15 calendar days

prior to consideration by the Common Council to allow the District to review and comment upon the proposed rates.

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 by outside consultants experienced in developing rates and fees for water and wastewater utilities in accordance with industry practices. New rates shall automatically be included within this Agreement upon approval of the PSC in the case of water, approval of the Council in the case of wastewater; and notification to the District.

The City shall issue a single combined bill to the Sanitary District for the Utility Services being provided pursuant to this Agreement. This combined bill will delineate water and sewer charges and I/I surcharges. The Sanitary District is solely responsible for the payment of City invoices and, further, the Sanitary District bears the risk of collection from individual Sanitary District customers.

The District shall pay the City directly for all utility services consistent with the City's current policy for customer billing. All invoices shall be timely paid and shall be subject to penalty and bear interest in the same manner as other utility customers consistent with the City's current policies. The District shall be responsible to directly invoice third party recipients for utility services. Failure of or delay by any third party recipient to pay the District shall not relieve the District of its obligation to pay City for Utility Services. The District and Town (to the extent authorized by law) shall take all reasonable and necessary action to cause any overdue balances to be paid to the City.

5. Term. The term of this Agreement is indefinite. When a new master agreement among the City and the other Oshkosh-area sanitary districts, including the sanitary district that will encompass the Winnebago area is entered into, that Agreement shall replace the terms of this Agreement as to Sanitary Service and the term of this Agreement as to water service shall be automatically amended to be coextensive with the new master sanitary district agreement.

6. Conditions Precedent. The performance obligations described in this Agreement are subject to the following conditions precedent: (a) the Town or the Sanitary District obtaining 100% funding from the State of Wisconsin or the United States for the direct and indirect fees, including engineering fees, to construct the Replacement Utilities; (b) the creation of the Sanitary District by the Town Board of the Town of Oshkosh; (c) the receipt of all necessary State of Wisconsin and City engineering and regulatory approvals; and (d) the absence of any litigation challenging this Agreement or the formation of the Sanitary District. The Town Board retains, in its sole discretion, all rights to determine the existence or applicability of the above conditions precedent.

The performance obligations described in this Agreement are also subject to the creation of the District and completion of construction of the Replacement Utilities within 36 months of the date of this Agreement.

The provision of the Services provided by the City described in this Agreement is subject to the District's compliance with all applicable City wastewater-related ordinances and administrative rules pertaining to protection of the City's Collection System and the City's Wastewater Treatment Facility. 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 the following sections of Chapter 24 of the City of Oshkosh Municipal Code, except 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; replacing the terms "Control Authority" and "Authority" with the term "District's Board of Commissioners;" and, replacing the terms "Director of Public Works" and "Water Utilities Bureau Manager" with the term "District's Chairman": Sections 24-4, 24-5, 24-6, 24-6.1 through 24-6.4, 24-6.6 and 24-6.7. Should these sections of the Municipal Code be amended or additional regulations be adopted, the City will provide the amended or additional provisions to the District and the District shall have 60 calendar days from receipt to adopt and begin enforcement of the amended or additional required provisions.

7. Dispute Resolution. If a dispute related to this Agreement arises, the parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties directly, the parties will jointly seek the assistance of a qualified mediator. If they cannot agree on the qualified mediator within 10 days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association. The mediation session shall take place within 30 days of the appointment of the mediator. The parties agree that the mediator lacks the authority to impose a settlement upon them but they will nevertheless attempt to reach a satisfactory resolution of their dispute. The mediation session(s) are private and the parties shall maintain the confidentiality of the mediation. The expenses of the mediatory shall be borne equally by the parties. If the dispute is unresolved after mediation, either party may request the other party to agree to arbitration or may commence an action in the Wisconsin Circuit Court. The parties shall continue to perform according to the terms and conditions of this Agreement during the pendency of any litigation or other dispute resolution proceeding. This Agreement is intended to provide each party with the right and standing to seek any available legal or equitable remedy necessary to enforce the terms of the Agreement or to provide relief from or damages for breach of the Agreement. In any legal action brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and all related costs of the mediation, arbitration and/or litigation.

If the parties agree to submit the dispute to binding arbitration by an arbitrator of recognized qualifications and the parties cannot agree on an arbitrator, they will request a five-person panel

list from the Wisconsin Department of Administration-Municipal Boundary Review. If unavailable from this agency, the parties shall request a five-person panel list from the Wisconsin Public Service Commission. Each party will have two strikes from the five-person panel list. The parties may agree to an alternative method for the selection of a single arbitrator.

The arbitrator is not bound by Rules of Evidence or the substantive, internal laws of Wisconsin. The arbitration award is final and binding and shall be enforceable at law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.

The City and the Town or, if the relevant party is the Sanitary District, will equally divide the fees of the arbitrator, as well as the costs of stenographers, if any. The parties are responsible for their own attorneys' fees, expert fees and costs.

Notwithstanding any language or provision in this Agreement, nothing in this section shall be deemed a limitation on the City to enforce any violation of its ordinances, resolutions, or administrative rules relating to water and wastewater services and to seek all available penalties and remedies including injunctive relief.

8. Miscellaneous Provisions. The parties agree to the following additional provisions:

- (a) Existing Sanitary Sewer Agreements. The Town and the City have previously entered into various agreements relating to wastewater services. The parties intend this Agreement and the preexisting agreements to complement and supplement each other until this Agreement and the preexisting agreements are replaced by a new master wastewater services agreement. However, if there is an irreconcilable conflict between this Agreement and any preexisting sanitary sewer (wastewater services) agreement, the terms of this Agreement shall prevail.
- (b) Amendments. This Agreement may be amended, from time to time, only by the mutual consent of the parties, which for this purpose includes the future Sanitary District. Any party wishing to propose an amendment shall provide written notice to the other party. The notice will identify the proposed amendment and the reasons supporting such amendment. Within 30 days after receipt of the notice, the parties shall meet to discuss and, if necessary, negotiate the proposed amendment.
- (c) Notices. All notices required under this Agreement must be served, either personally or by certified mail, upon the parties' respective municipal clerks. Any action taken by a party in violation of these relevant notice requirements is voidable unless, under the particular facts, the public interest outweighs strict enforcement of the notice requirement.

- (d) Enforceability. The parties have entered into this Agreement under the authority of Wis. Stats. § 66.0301. Its enforceability will not be affected by statutory amendments, changes in the form of City, Town or Sanitary District government, or changes in elected officials. The parties agree that this Agreement is to be construed as binding on their respective successors, agents, and employees.
- (e) Complete Agreement. This Agreement and its exhibits constitute the complete agreement of the parties with respect to the matters covered herein. No agreements, promises, or representations made during or in connection with the negotiations for the approval of this Agreement are binding or effective unless included herein. This Agreement may be filed with the Register of Deeds of Winnebago County, Wisconsin. This Agreement may be used in litigation, mediation or arbitration and may be introduced into evidence by either party without objection in any action to enforce the terms herein.
- (f) No Waiver. The failure of any party to require strict performance with any provision of this Agreement does not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by an authorized representative of each party. Waiver of one right, or release of one obligation, does not constitute a waiver or release of any other right or obligation.
- (g) 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 the mutual 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.
- (h) No Third Party Beneficiary. This Agreement is intended to be solely between the signatories set forth on the following pages and the contemplated Sanitary District that may be created by the Town. Nothing in this Agreement grants any third party beneficiary rights to any other party.
- (i) Construction. This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of various individuals representing the parties. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement will be construed to give a reasonable

meaning to each of its provisions, and a construction that would render any provision meaningless, inexplicable, or mere surplusage must be avoided.

- (j) Non-Severability. The parties acknowledge that the provisions of this Agreement are interconnected. Therefore, if any provision of this Agreement is held invalid, illegal or unenforceable, the entire Agreement will be void if the parties are unable to replace the invalid provision through the process described below.

If any provision of this Agreement is held invalid, illegal or unenforceable, the parties shall make a concerted, good faith effort to substitute a valid and enforceable provision as similar as possible to the provision at issue. If agreement is not reached within 90 days of the adverse determination, the parties shall submit the issue to mediation pursuant to the mediation provisions of Section 7, above.

- (k) Reservation of Rights. Nothing contained within this Agreement is intended to be a waiver or estoppel of the City's, the Town's, or the Sanitary District's or their insurers to rely upon limitations, defenses and immunities contained within Wisconsin Statutes, including but not limited to Sections 345.05 and 893.80 and any similar law. To the extent that indemnification is available and enforceable, the City, the Town, or the Sanitary District or their insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

However, nothing in this section shall be deemed a limitation on the City's ability to enforce any violation of its ordinances, resolutions, or administrative rules relating to water and wastewater services and to seek all available penalties and remedies including injunctive relief. The City shall not be required in such instance to provide statutory notice of injury or notice of claim prior to commencement of such enforcement actions.

- (l) Counterparts. This Agreement may be signed in one or more counterparts each of which is deemed an original. This Agreement may also be signed using pdf or facsimile signatures, which are deemed the same as an original signature.

- (m) Emergency / Force Majeure. The ability of a party to fulfill the terms of this Agreement may be impaired or restrictions on utility services may become necessary due to emergency situations, the need for water use limitations as provided within chapter 28 of the City's municipal code, or due to other events, acts or causes not within the control of the party whose

performance is interfered with. In such case the affected party shall notify the other party as soon as practicable and without unreasonable delay and if the emergency or force majeure shall require restrictions on the provision or use of the Utility Services, such restrictions shall be placed and done in a manner consistent with the restrictions placed on similarly situated customers of the utilities. Each party shall reasonably act to protect the assets and resources of the other party.

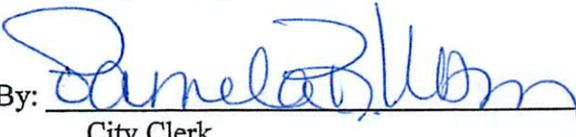
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CITY OF OSHKOSH

The undersigned officers of the City of Oshkosh have executed this Agreement pursuant to a duly-adopted resolution of the City Council dated the 9th day of June, 2020.

By: 
City Manager

Date: 6/16/2020

By: 
City Clerk

Date: 6/16/2020

APPROVED


CITY ATTORNEY
OSHKOSH, WISCONSIN

[Left blank intentionally]

TOWN OF OSHKOSH

The undersigned officers of the Town of Oshkosh have executed this Agreement pursuant to a duly-adopted resolution of the Town Board dated the 8 day of June, 2020.

By: Jim Erdman
Town Chairperson

Date: JUNE 18, 2020

By: [Signature]
Town Clerk

Date: June 18, 2020

[Left blank intentionally]

TABLE OF CONTENTS – EXHIBITS

Exhibit A – Legal description and aerial photo of Winnebago Area

Exhibit B - Maps depicting the location of the existing water distribution system and the existing wastewater collection system

Exhibit C - Description of the project encompassing the construction of a proposed new water distribution system replacement and a proposed wastewater collection system replacement (“Replacement Utilities”)

EXHIBIT A

Legal Description and Aerial Photo of Winnebago Area

[See attached]

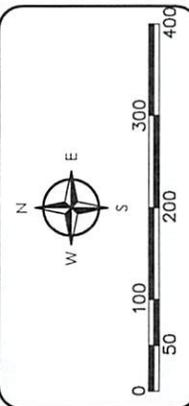
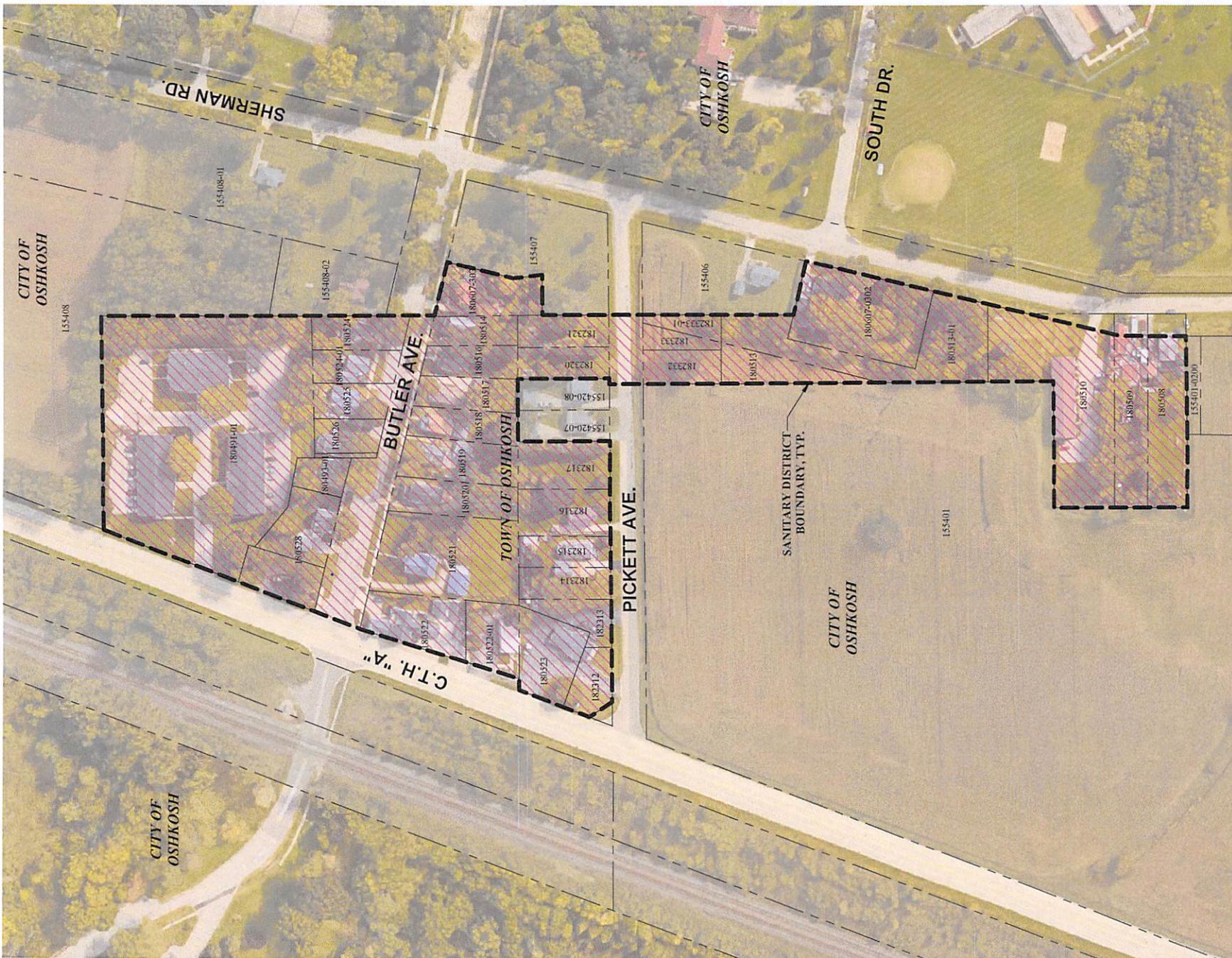
JUNE 3, 2020

RE: TOWN OF OSHKOSH
A1910.5-20

TOWN OF OSHKOSH REVISED SANITARY DISTRICT DESCRIPTION (6-3-2020):

BEGINNING AT THE EAST $\frac{1}{4}$ CORNER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 16 EAST, TOWN OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 36 TO THE SOUTH RIGHT-OF-WAY LINE OF BUTLER AVENUE; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF BUTLER AVENUE AND THE NORTH LINE OF LOT 1, CERTIFIED SURVEY MAP NUMBER 852 AS RECORDED IN WINNEBAGO COUNTY RECORDS TO THE EAST LINE OF SAID LOT 1; THENCE $S14^{\circ}02'28''W$ 102.00 FEET ALONG SAID EAST LINE; THENCE $S06^{\circ}54'53''E$ 42.13 FEET TO A POINT ON THE NORTH LINE OF LOT 3 OF C.S.M. 852; THENCE $S89^{\circ}30'48''W$ 62.18 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF SAID SECTION 36; THENCE $S00^{\circ}17'28''W$ 380.47 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP 749 AS RECORDED IN WINNEBAGO COUNTY RECORDS; THENCE $S76^{\circ}09'32''E$ ALONG SAID NORTH LINE TO THE EAST LINE OF SAID LOT 1; THENCE $S14^{\circ}02'28''W$, 199.00 FEET ALONG SAID EAST LINE; THENCE CONTINUING SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF SHERMAN ROAD TO THE NORTH LINE OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 36; THENCE WEST ALONG SAID NORTH LINE TO A POINT THAT IS 17.77 RODS WEST OF THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 36; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 36, 203.5 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTH LINE OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 36, 193.7 FEET; THENCE NORTHERLY 100.0 FEET ALONG A LINE WHICH IS PARALLEL TO AND 100 FEET WEST OF THE EAST LINE OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 36; THENCE NORTH TO THE SOUTHEAST CORNER OF LOT 10, BLOCK 2, PICKETT'S PLAT AS RECORDED IN WINNEBAGO COUNTY RECORDS; THENCE NORTHERLY ALONG THE EAST LINE AND THE EAST LINE EXTENDED OF SAID LOT 10 TO THE NORTH LINE OF PICKETT AVENUE; THENCE EAST ALONG THE NORTH LINE

OF PICKETT AVENUE TO THE SOUTHEAST CORNER OF LOT 8 OF PICKETT'S PLAT BLOCK ONE; THENCE NORTH 137.7 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST 96 FEET ALONG THE NORTH LINE OF LOTS 8 AND 7 OF PICKETT'S PLAT BLOCK ONE TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 137.7 FEET ALONG THE WEST LINE OF SAID LOT 7 TO THE NORTH LINE OF PICKETT AVENUE; THENCE WESTERLY ALONG SAID NORTH LINE TO THE NORTHEASTERLY LINE OF LANDS DESCRIBED IN DOCUMENT NO. 1062500; THENCE N34°03'07"W ALONG SAID NORTHEASTERLY LINE TO THE WEST LINE OF LOT 1, BLOCK 1, PICKETT'S PLAT; THENCE NORTHEASTERLY ALONG SAID WEST LINE AND THE WEST LINE OF LANDS DESCRIBED IN DOCUMENT NO. 1575209 TO THE NORTHWEST CORNER OF SAID DESCRIBED LANDS; THENCE EAST ALONG THE NORTH LINE OF SAID DESCRIBED LANDS TO THE WEST LINE OF LANDS DESCRIBED IN DOCUMENT NO. 1518698; THENCE NORTHEASTERLY ALONG SAID WEST LINE AND THE WEST LINE OF LANDS DESCRIBED IN DOCUMENT NO. 768615 TO THE SOUTH LINE OF BUTLER AVENUE; THENCE NORTHEASTERLY TO THE SOUTHWEST CORNER OF LOT 3, CERTIFIED SURVEY MAP NO. 5416 AS RECORDED IN VOLUME 1 OF CERTIFIED SURVEY MAPS ON PAGE 5416 AS DOCUMENT NO. 1295080; THENCE N21°41'36"E, 340.27 FEET ALONG THE WESTERLY LINE OF SAID LOT 3 AND THE WESTERLY LINE OF LOT 4 OF SAID CERTIFIED SURVEY MAP NO. 5416 TO THE NORTH LINE OF SAID LOT 4; THENCE N89°37'13"E, 325.68 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHEAST ¼ OF SECTION 36; THENCE S00°14'16"W, 320.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.



General Engineering Company
 P.O. Box 340 • 916 Silver Lake Dr. • Portage, WI 53901
 608-742-2169 (Office) • 608-742-2592 (Fax)
www.generalengineering.net

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**WINNEBAGO
 SANITARY DISTRICT
 TOWN OF OSHKOSH**

TOWN OF OSHKOSH
 WINNEBAGO COUNTY, WI

GEC

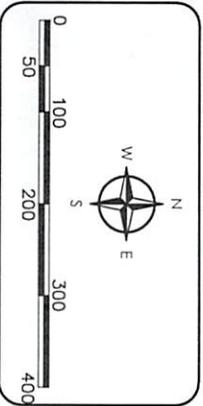
DRAWN BY	SRR
REVIEWED BY	JAF
ISSUE DATE	JUNE 2020
GEC FILE NO.	2-0318-150B
SHEET NO.	

Exhibit A

EXHIBIT B

**Maps Depicting the Location of the Existing Water Distribution System
and the Existing Wastewater Collection System**

[See attached]



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 608-742-2169 (Office) • 608-742-2592 (Fax)
 www.generalengineering.net

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WINNEBAGO SANITARY DISTRICT
 TOWN OF OSHKOSH
 UTILITY MAP
 TOWN OF OSHKOSH
 WINNEBAGO COUNTY, WI

GEC
 DRAWN BY: SRP
 REVIEWED BY: JAF
 ISSUE DATE: JUNE 2020
 GEO FILE NO.: 2-0318-150B
 SHEET NO.:
Exhibit B

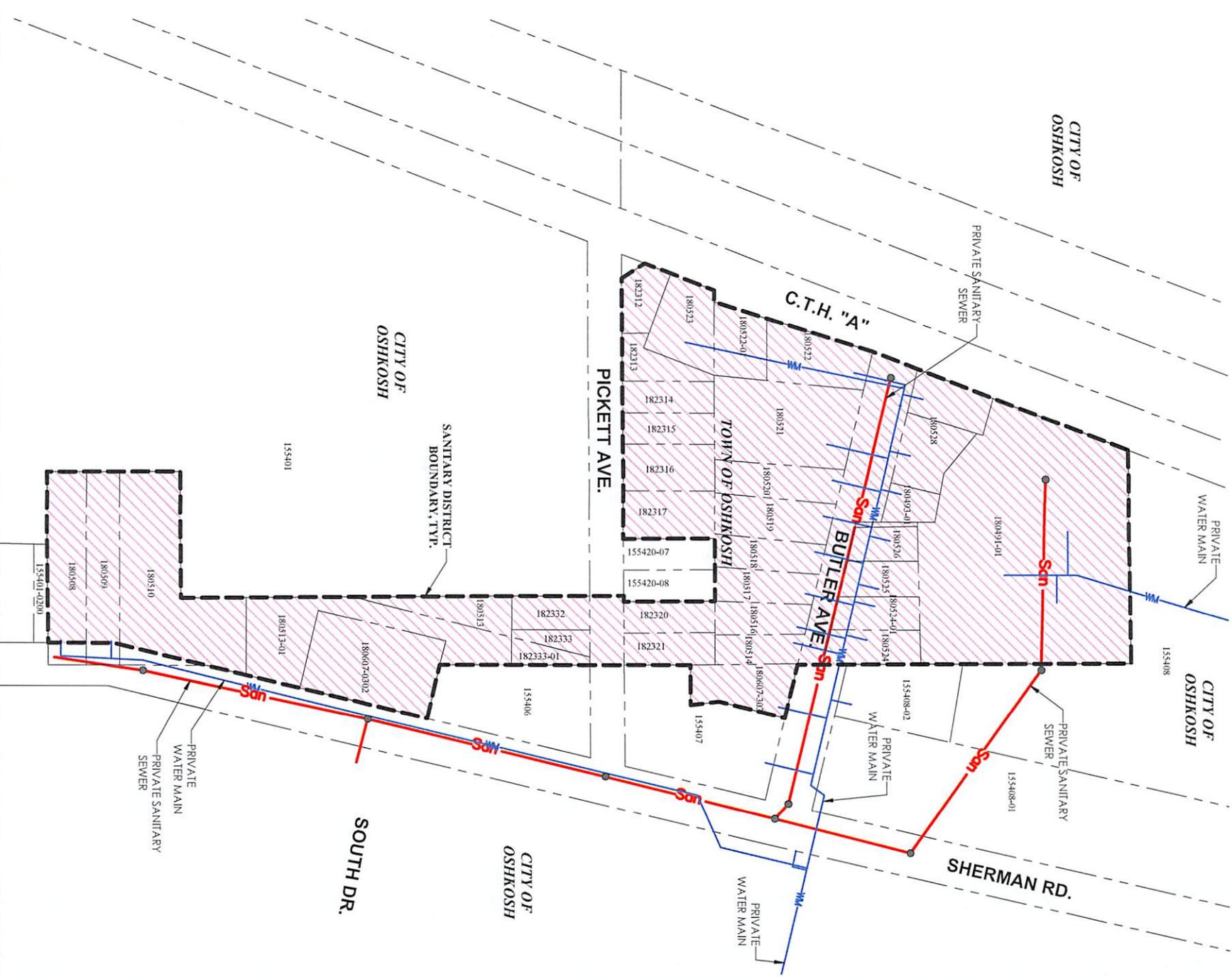


EXHIBIT C

Description of the Project for the Replacement Utilities

[See attached]

Exhibit C

1. Project Background and Existing Conditions:

The Winnebago area currently receives sewer and water services from the Wisconsin Department of Health Services (DHS) through the Winnebago Mental Health Institute (WMHI) property. According to available information, the original 1930s and 1940s water and sewer system that serves the Winnebago area has had no significant repairs or upgrades since the initial installation. Presently, the City of Oshkosh supplies water supply to WMHI, which then feeds Winnebago. Likewise, the sewage flows ultimately back to the City's treatment facilities. WMHI bills the Winnebago area residents for sewer and water.

In recent years, DHS worked to remove itself from the ownership and operation of utility services in the Winnebago area. DHS claimed that it isn't set up to be a utility provider and this service is better handled by a Town Sanitary District or the City's Public Works Department. Letters sent by DHS to residents in 2014 and 2017 indicated that water and sewer services would be terminated. Discussions between the Town and the State occurred to determine the best solution without terminating water and sewer service. The major hurdle to this transfer of ownership is the aging infrastructure and the significant capital required to bring the sewer and water systems up to a level that could be affordably managed and maintained. The recently completed and adopted Town feasibility study found that the best solution for ownership of the infrastructure is a new sanitary district for the Winnebago area, which is in the process of being created.

As of the Spring of 2019, DHS representatives stated that in order to transition ownership of the Winnebago area utilities to the new Winnebago Sanitary District (WSD), funding would be provided to the Town to upgrade the failing infrastructure through the CDBG Special Projects program.

2. Specific Details of Existing Utilities and Infrastructure:

The current infrastructure is old and failing and in need of repair or replacement. The original sewer and water systems were installed by the State in the 1930s and 1940s. The sewer mains and laterals have been noted as clay and there have been issues of cracked, leaking and plugged lines. The age and condition of both systems justify the replacement of the sewer/water mains and laterals. Also, it is likely that the water services contain lead and/or galvanized pipe. Replacement of the private services will be a non-CDBG funded option of the project.

Infrastructure improvements are estimated to cost over \$1 million. The Winnebago area presently includes 21 single family homes, 1 post office and 2 apartment complexes (32-unit and 12-unit). This area involves about 103 residents, 62 of which are low-to-moderate income individuals.

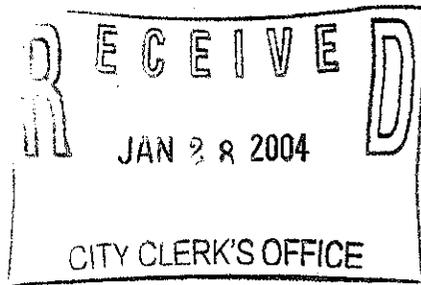
3. Extent of Proposed CDBG Special Project:

The Town of Oshkosh (and the WSD) intends to replace the existing public facilities that serve the Winnebago area residents including sewer, water, drainage and street improvements in accordance with plans and specifications developed by the Engineer. The Winnebago Area Utilities and Infrastructure Rehabilitation Project is located in the Town of Oshkosh, Winnebago County, Wisconsin.

The utilities and infrastructure on Butler Avenue and portions of Sherman Road will be rehabilitated. Specifically, about 700 feet of 8" sewer main and 780 feet of 6" water main and appurtenances will be replaced on Butler. About 1200 feet of sewer and water main and appurtenances will be replaced on the west side of Sherman Road. The street sections along the utilities rehabilitation project route will be replaced as well.

The proposed WSD Utilities and Infrastructure Rehabilitation project will reduce or eliminate sewer/basement backups, reduce infiltration and inflow into the system, and provide more reliable service with new mains/laterals. Oshkosh's Wastewater Treatment Plant will save energy, maintenance operations, and chemical costs from the sewage flow reduction. The result will benefit the area as a whole but will most favorably impact the low- and moderate-income families by keeping their user rates as affordable as possible. New water main and hydrants will improve area's firefighting capability. New water main will provide better reliability and flow to the Winnebago customers.





COOPERATIVE PLAN

Between

CITY OF OSHKOSH

And

TOWN OF ALGOMA

Those Involved in the Preparation of the Cooperative Plan:

City of Oshkosh Community Development Department, Jackson Kinney
City of Oshkosh Attorney, Warren Kraft
Town of Algoma Administrator, Jeanette Diakoff
Town of Algoma Attorney, Robert Wertsch
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Final Version Dated January 16, 2004

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**OUTLINE OF CITY OF OSHKOSH AND TOWN OF ALGOMA
COOPERATIVE PLAN
UNDER WIS. STAT. § 66.0307**

The **CITY OF OSHKOSH**, a Wisconsin municipal corporation with offices at 215 Church Avenue, Oshkosh, Wisconsin 54903-1130 and the **TOWN OF ALGOMA**, a Wisconsin municipality with offices at 15 North Oakwood Road, Algoma, Wisconsin 54904 enter into this Cooperative Plan, ("**Cooperative Plan**" or "**Plan**"), subject to approval of the State Department of Administration, under authority of Wis. Stat. § 66.0307.

RECITALS

A. Wis. Stat. § 66.0307, authorizes municipalities to determine the boundary lines between themselves upon approval of a cooperative plan by the State Department of Administration.

B. The purpose of a cooperative plan is set forth in Wis. Stat. § 66.0307(3)(b), as follows: The cooperative plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.

C. Wis. Stat. § 66.0307(2) permits cooperative plans to provide for future boundary changes.

D. On March 11, 2003, the City and Town entered into an Intergovernmental Agreement under the authority of Wis. Stat. § 66.0301 to provide the basic foundation for this Cooperative Plan. The Intergovernmental Agreement is attached hereto as Exhibit I.

E. The City and Town entered into the Intergovernmental Agreement for the purposes of establishing a long-term boundary, limiting the City's extraterritorial authority within the Protected Area assuring orderly growth and development outside the Protected Area, protecting Town owners from annexations against their will, and facilitating attachment of lands in the Expansion Area at the will of the owners without threat of lawsuits.

F. This Cooperative Plan is intended to implement the Intergovernmental Agreement and to guide and accomplish a coordinated, well-planned and harmonious development of the territory covered by the Plan.

G. This Cooperative Plan was developed following a review of regional, county and local plans and after a public hearing on the Plan noticed under Wis. Stat. § 66.0307(4)(b) on December 18, 2003, from which comments were received and said comments are addressed in Exhibit H.

H. It is the intention of the City and Town that this Cooperative Plan be a binding and enforceable contract.

PLAN

THEREFORE, the City of Oshkosh and Town of Algoma enter into this Cooperative Plan under authority of Wis. Stat. § 66.0307, and petition the State of Wisconsin Department of Administration for approval, in accordance with statutory procedures and time frames.

SECTION 1 PARTICIPATING MUNICIPALITIES

This Cooperative Plan applies to the City of Oshkosh and Town of Algoma, located in Winnebago County, Wisconsin. The boundary between the City and the Town is shown on Exhibit A.

SECTION 2 [This section left intentionally blank.]

SECTION 3 TERRITORY SUBJECT TO THE COOPERATIVE PLAN

The territory subject to this Cooperative Plan is all territory in the Town as of the date of this Plan.

SECTION 4 ISSUES, PROBLEMS, OPPORTUNITIES

This Cooperative Plan will address issues and problems and create opportunities as noted in the subsections below:

4.01 Existing Character of the Territory (Town of Algoma) The Town of Algoma has a substantial amount of land within its sanitary district where development can happen. Exhibit C is a Land Use Plan amendment, adopted by the Town of Algoma in 2001, which illustrates a potential lot concept. This kind of detail is not normally done

for a land use plan. It was done to better understand how each parcel of land could relate to adjoining parcels from the standpoint of vehicular circulation as well as pedestrian trails, parks and a potential grade school site. The planned area identified in Map C is in the protected area, and is also an area where a public water system will be developed. The remainder of the protected area is primarily undeveloped farm land and other open space.

The portions of the Town of Algoma in Zone A are mostly town islands or town peninsulas created by annexations to the City of Oshkosh over the years. Other areas are being included in Zone A to create a more uniform boundary between the Town and the City. Land within Zone A contains a variety of land uses, wetland areas, or highway right-of-way. In general, parcels in Zone A are similar in use to the surrounding land uses within Oshkosh.

That portion of the Town of Algoma in Zone B is located in and around the Winnebago County Airport, located in the City. These parcels have been created from years of boundary changes, and all of them are town islands. The eventual attachment of these town islands will eliminate corporate limit line confusion and will be consistent with similar adjacent land uses.

The land in Zone C is mostly vacant farmland which, within 20 years, will be a logical next tier of growth for the City of Oshkosh. This area, being all east of Clairville Road, will most likely develop as residential north of 20th Avenue, and possibly industrial south of 20th Avenue. This pattern of land use is consistent with what has occurred contiguous to, and directly east of the land in Zone C.

That portion of the Town of Algoma in Zone D is presently rural farmland, but in 40 years, will be needed as a long term tier of growth for the City of Oshkosh. The most likely form of land development will be residential in nature, with some neighborhood commercial uses primarily at the major road intersections.

4.02 Future Road Networks The Town of Algoma and City of Oshkosh have held preliminary discussions with the State Department of Transportation regarding the upgrade of State Trunk Highway 21 to a "backbone" roadway. This means that in the future, Highway 21 may become a freeway that will dissect both the Town of Algoma and City of Oshkosh, and connect to the U.S. Highway 41 freeway. This reclassification will require both the Town and City to plan for alternative arterial street systems to move local traffic around the Town of Algoma and west side of Oshkosh.

Another major roadway being considered is the creation of a north south arterial located near Clairville Road. This limited access roadway would be able to handle future land development and connect Town and City lands on what is now the far western portion of the Oshkosh metropolitan area. Planning for the roadway now will prevent development over the next 20 years from encroaching on the future highway

corridor. This major roadway may also be one of the few connecting points (full interchange) with the potential Highway 21 freeway system.

4.03 Preservation of Natural, Physical and Socio-Economic Attributes The Town has major wetland areas. The Town has already planned for these sensitive environmental areas to be preserved, and has shown trails to provide pedestrian access through such areas for health, wellness, and enjoyment of Town and City residents.

The Town of Algoma contains 60 registered historic structures (according to the Wisconsin Historical Society historic places inventory) and about the same number of archeological sites (according to the State Archeologist office), including a Native American village. Action has been taken to preserve areas of significance, and future planning efforts will take into account these historic and archeological sites.

The City of Oshkosh has made efforts to preserve and enhance accessibility to and across Sawyer Creek, which angles southwest through the west side of the City as well parts of the Town of Algoma (within Zones C and D). The City will make efforts to leave this drainage corridor in its natural state, with connecting trails and selected crossings to allow the public to access and enjoy this natural amenity.

Other pedestrian trail systems not previously mentioned are also being planned to produce a series of walkways that will provide an alternative means of transportation between neighborhoods and places of employment or retail stores.

This Plan will promote and enable cooperation between the City and the Town to coordinate their plans for pedestrian trails.

4.04 Joint Planning The City of Oshkosh is in the process of updating its comprehensive plan. The Town of Algoma has retained a consultant to begin its comprehensive planning process. With the Plan in place, greater emphasis can be applied to working jointly to resolve any potential land use conflicts or issues, and to promote efficient delivery of services to both the City and Town.

The City and Town share the same Sewer Service Area, and the Town of Algoma Sanitary District #1 collects and transports its waste water to the Oshkosh treatment plant. The relationship of the Sanitary District and City of Oshkosh is expected to continue into the foreseeable future.

Those portions of the Town in the Expansion Area will be served (as attachment occurs) with sanitary sewer, water and underground storm sewer system. The Protected Area will be served by the Algoma Sanitary District #1 for sewer, and the new Algoma water utility will serve most of the developed and future growth areas of the Town, using deep wells as their water source (constructed at the end of 2003).

4.05 Establish Long-Term Boundaries Between City and Town, Eliminate Annexation Disputes. In previous years, a number of annexation disputes occurred between the City of Oshkosh and the Town of Algoma. These disputes have absorbed City and Town fiscal resources.

Current Wisconsin annexation statutes and many decades of annexations have resulted in the Town being fragmented into several discontinuous geographic areas and irregular peninsulas. The boundaries of the Town and the City are not well defined by built or natural features, which has resulted in service inefficiencies and challenges. The irregular boundary issues are addressed by this Plan.

The term and implementation phases within the Plan recognize an attempt to balance the competing desires of the City, the Town, and existing Town property owners and residents.

The final boundary between the City and the Town and the interim planning provisions within the Plan will enable both municipalities to engage in more orderly land use planning and development, without wasting public resources on divisive boundary disputes.

4.06 Assure Orderly Development of City and Town Within the Planning Area. The Plan provides a mechanism for joint land use decision making while parcels in the Expansion Area remain in the Town. The Plan establishes extraterritorial zoning to manage land use and development in the Expansion Area. Within the Protected Area, the Town of Algoma will be able to undertake appropriate long range planning with assurance that the Protected Area will remain in the Town.

SECTION 5 DEFINITIONS

For the purposes of this Cooperative Plan, the following words and phrases are defined as follows

- 1. Algoma or Town:** The Town of Algoma, Wisconsin, a municipal corporation with offices at 15 North Oakwood Road, Oshkosh, Wisconsin 54904.
- 2. Attachment:** The method by which land is attached to the City as set forth in section 10 of this Plan.
- 3. Boundary Line:** The boundary between the Protected Area and the City or Expansion Area as shown on Exhibits A and B.
- 4. Buffer Area:** Land within the buffer area is shown on Exhibit B and referenced in section 10.04.

- 5. District or Sanitary District:** Town of Algoma Sanitary District #1.
- 6. Exhibits:** Maps, lists, resolutions and other supporting documents that are attached to this Plan and incorporated as part of the Plan.
- 7. Expansion Area:** Geographic areas of the Town shown on Exhibit B, divided into four zones (A, B, C and D as shown on Exhibit A) which, over time, will be attached to the City of Oshkosh.
- 8. Final Attachment:** Attachment of remaining Town territory in the Expansion Area (Zone D as shown on Exhibit A) after the Intermediate Attachments.
- 9. Intermediate Attachment:** Attachment of designated geographic zones (A, B and C as shown on Exhibit A) within the Expansion Area prior to the Final Attachment.
- 10. Oshkosh or City:** The City of Oshkosh, Wisconsin, a municipal corporation with offices at 215 Church Avenue, Oshkosh, Wisconsin 54903-1130.
- 11. Plan Territory:** All parcels of land within the Town of Algoma as of the date of this Plan.
- 12. Protected Area:** A geographic area shown on Exhibits A and B is protected from annexation or attachment by the City during the term of this Plan.
- 13. Town Island:** A Town Island means territory in the Town completely surrounded by the City of Oshkosh.
- 14. Voluntary Attachment:** An attachment of land within the Expansion Area pursuant to unanimous request of all owners prior to Final or Intermediate Attachment.

SECTION 6

TERM

The term of this Cooperative Plan shall commence upon the date of its approval by the Wisconsin Department of Administration and shall terminate at 11:59 p.m. on February 28, 2063. The basis for the 60 year term is that such time period is deemed by the City and Town to be necessary to protect existing Town land owners from annexation against their will and for the City to fully assimilate the territory in the Expansion Area in an orderly and cost effective manner.

SECTION 7

EXPANSION AREA AND PROTECTED AREA

The area of the Town subject to boundary adjustments over the term of this Cooperative Plan and reserved for City growth ("Expansion Area") and the area of the Town protected from boundary adjustments ("Protected Area") are shown on Exhibits A and B.

SECTION 8

LONG-TERM BOUNDARY BETWEEN CITY AND TOWN

The limits of the City bordering the Town as expanded through the final attachment of the Expansion Area shall constitute the long-term boundary between the City and Town. The Town boundaries will result in a compact community, bounded on the east and south by the City. The boundary agreement will allow for the elimination of Town peninsulas and islands and other irregularities with the municipal border that may create service delivery confusion or inefficiencies. The vast majority of the plan area is and will remain in the Oshkosh Area School District. Terrain and other physical features are virtually uniform throughout the planning area. The staged expansion of the City into the Town will allow for the orderly development of the City that should lessen urban sprawl and create compactness over time. The staged expansion will also allow for appropriate planning of infrastructure and other service needs to these areas.

The City may attach areas within the Expansion Area as provided in this Plan, but will not attach or annex during the term of this Plan, and hereby waives its right to attach or annex, any part of the Protected Area of the Town, except with the approval of four-fifths of the entire Town Board.

The City and Town have independently determined that the long-term boundary established by this Cooperative Plan best promotes the mutual public health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy of development within both the City and the Town.

SECTION 9

ATTACHMENT OF TERRITORY IN EXPANSION AREA OF TOWN TO CITY

9.01 Voluntary Attachment. Following approval of this Plan by the State of Wisconsin Department of Administration, property owner(s) within the Expansion Area will have the right to unanimously request attachment of their land(s) to the City at any time. Procedures to attach land on a voluntary basis are found in Section 10.01 of this Plan.

9.02 Intermediate and Final Attachments. Intermediate and Final Attachments of Town territory in the Expansion Area shall occur as provided in sections 10.02 and 10.03 below.

SECTION 10

PROCEDURE - ATTACHMENT OF TOWN LAND TO CITY IN EXPANSION AREA

10.01 Procedure for Voluntary Attachment The procedure for Voluntary Attachment of territory in the Expansion Area to the City shall be as follows:

- (a) Upon written petition for attachment of land filed with the City Clerk on City forms signed by all of the owners of all the land, exclusive of Town roads abutting such land, the City may, with ten (10) days advance, written notice to Town Clerk, without further review and approval of the Town, and without mandatory review and recommendation by the City Plan Commission or any other sub-unit of the City, adopt an attachment ordinance by a majority of the elected members of its Common Council attaching the land. The attachment ordinance may designate a temporary or permanent zoning classification for each parcel as prescribed in Wis. Stat. § 66.0217 (8).
- (b) Following adoption of the attachment ordinance, the City Clerk shall immediately file, record and send copies of the same, in accordance with Wis. Stat. §§ 66.0217(9)(a) and 66.0307(10). Failure to file, record or send shall not invalidate the attachment and the duty to file, record or send shall be a continuing one. The information filed with the Secretary of State shall be utilized in making adjustments to entitlements under the federal revenue sharing program and to distribution of funds under Wis. Stat. chapter 79, and to any successor or other federal or state entitlement or revenue-sharing program.
- (c) No land shall be attached to the City as a Voluntary Attachment without the consent of all of the owners. Petition signatures or other indices of consent shall not be required of residents, occupants or users of property who are not owners of the property.
- (d) Territory may be attached to the City, under this Cooperative Plan, irrespective of the size, or shape of the territory. Such attachments may create Town islands. The City, however, may reject any petition to attach territory that is not contiguous, configured or located in such a manner as will enable the City to provide adequate and timely service. The City is authorized to confer with landowners interested in attachment to recommend the size, shape and contiguity of territory to be covered by a petition.

- (e) The Town shall not oppose any attachments permitted by this Agreement or provide support, financial or otherwise, to those who do.
- (f) Any territory within the Expansion Area not attached to the City as a Voluntary Attachment shall be attached to the City as an Intermediate or Final Attachment in accordance with the time frames and procedures governing such Attachments set forth below.

10.02 Procedure for Intermediate Attachment. Geographic zones within the Expansion Area may be attached by an Intermediate Attachment Ordinance adopted by a majority vote of the City of Oshkosh Common Council as follows:

- (a) **Zone A.** At any time between January 1, 2012 and October 31, 2012, the City may adopt an Intermediate Attachment Ordinance attaching the territory in Zone A. The attachment shall be effective as of 12:01 a.m. on March 1, 2013.
- (b) **Zone B.** At any time between January 1, 2017 and October 31, 2017, the City may adopt an Intermediate Attachment Ordinance attaching the territory in Zone B and, if not previously attached, the territory in Zone A. The attachment shall be effective as of 12:01 a.m. on March 1, 2018.
- (c) **Zone C.** At any time between January 1, 2022 and October 31, 2022, the City may adopt an Intermediate Attachment Ordinance attaching the territory in Zone C and, if not previously attached, the territory in Zones A and B. The attachment shall be effective as of 12:01 a.m. on March 1, 2023.
- (d) Intermediate Attachment Ordinances may designate temporary or permanent zoning classifications for each parcel of land as prescribed in Wis. Stat. § 62.23(7)(d). The City Clerk shall file, record, or send Intermediate Attachment Ordinances in the same manner as described under paragraph 10.01(b) above.
- (e) Intermediate Attachment Ordinances shall include all territory within each geographic zone as identified in Exhibit A and as scheduled to be attached per paragraphs (a), (b) and (c) of this section.
- (f) Intermediate attachment Ordinances shall not require the consent of owners, residents or electors.

10.03 Procedure for Final Attachment. All, but not part, of the territory within the expansion area of the Town on March 1, 2043 may be attached to the City by a Final Attachment Ordinance adopted by a majority vote of the City of Oshkosh Common Council as follows:

(a) At any time between January 1, 2042 and October 31, 2042, the City may adopt the Final Attachment Ordinance. The attachment shall be effective as of 12:01 a.m. on March 1, 2043.

(b) If the Town gives written notice to the City Clerk between January 1, 2042 and June 30, 2042, reminding the City of the City's right to attach the remaining Town territory under paragraph (a), then the City shall lose that right if not exercised by October 31, 2042.

(c) If the Town fails to give such notice and the City fails to act as provided in paragraph (a), then the City may, by June 30 of any year after 2042, adopt a Final Attachment Ordinance effective at 12:01 a.m. on the March 1 of the following year.

(d) The Final Attachment Ordinance may designate temporary or permanent zoning classifications for each parcel of land as prescribed in Sec. 62.23(7)(d), Wis. Stats. The City Clerk shall file, record, or send the Final Attachment Ordinance in the same manner as described under paragraph 10.01(b) above.

(e) The Final Attachment Ordinance shall not require the consent of owners, residents or electors.

10.04 Attachments Shall Include Public Right-of-Way.

All attachments shall include the full width of abutting Town roads, except those roads the centerline of which is part of the Boundary Line. The City may also include in such attachments any Town road rights-of-way that abut lands previously annexed to the City before the effective date of this Cooperative Plan, even though such inclusions will create Town islands.

10.05 Effective Date of Attachment. Town territory in the Expansion Area included in an attachment will be attached to the City effective at 12:01 a.m., on the next Sunday after adoption of the Attachment Ordinance except as provided in sections 10.02, 10.03 and 11.02(c).

10.06 Immediate Attachment. Effective January 1 following approval of this Plan by the State of Wisconsin Department of Administration, the boundary between the City and the Town is adjusted by this Plan to attach to the City the road rights of way identified on Exhibit J. At that time, the City Clerk shall provide notice of the attachment as provided in section 10.01(b) above.

SECTION 11

LOCAL ORDINANCES

11.01 Attached Territory. Town territory attached to the City from time to time under this Cooperative Plan shall become City territory subject to all City zoning and general ordinances on the effective date of attachment.

11.02 Town Territory in Expansion Area Not Yet Attached. Town territory located within the Expansion Area and subject to attachment, but not attached, shall be subject to the following rules:

(a) The Town consents to the construction of City utilities in Town rights of way and easements as necessary to serve City territory subject to the City's obligations (i) to maintain access to Town territory, (ii) not to interfere with Town utilities, and (iii) to restore the right of way or easement in accordance with commonly accepted practices.

(b) The Town will not interfere with or object to City applications to extend its sewer service area consistent with this Agreement.

(c) The City shall provide sanitary sewer, storm sewer and water services to lands prior to attachment on the same extension, cost and payment terms as those generally applicable to similarly situated lands within the City, provided: (1) such services could be made available to such lands if they were within the City; and (2) the owners of such lands unanimously petition for a delayed Voluntary Attachment to the City effective 5 years after the service is available. Any land provided service under this paragraph shall be subject to City zoning and land use regulation pending attachment. The City may at any time adopt an ordinance under sec. 10.01 attaching such land as of a date not earlier than five years after services are made available under this paragraph.

11.03 Protected Area. The rules applicable to the Protected Area are as follows:

(a) The City shall exercise no extraterritorial jurisdiction in the Protected Area for zoning, land division, official mapping or otherwise.

(b) The City shall not annex or attach any lands unless such annexation or attachment is approved by a four-fifths majority of the entire Town Board.

(c) The City and the Town shall consult with each other concerning a new north-south arterial on or near Clairville Road.

(d) The City shall not object to nor interfere with applications by the Algoma Sanitary District ("District") to expand its boundaries or extend its sewer service area.

11.04 Buffer Area.

- (a) A Buffer Area is established as shown on Exhibit B. As a means of protecting adjoining land uses in the Town and City, the Buffer Area is established to maintain low density land uses (allowed in residential zoning classifications). Allowable uses within the Buffer Area shall be limited to those set forth in Exhibit E.
- (b) Additional uses within the Buffer Area shall be permitted only if approved by the extraterritorial zoning committee established under sec. 11.05.

11.05 Extraterritorial Zoning Committee.

- (a) Consistent with Sec. 62.23(7a), Wis. Stats. (1999-2000), the City and the Town shall establish a joint extraterritorial zoning committee ("EZC") which shall exercise such power and authority as contained therein within the Expansion Area.
- (b) The EZC shall also have jurisdiction within the Buffer Area for purposes of sec. 11.04(b).

SECTION 12

CURRENT LAND USE AND PHYSICAL DEVELOPMENT OF THE TERRITORY The Town is generally located on the west side of Oshkosh south of Lake Butte des Morts. This section of the Plan describes existing land uses within the Town, the socio-economic characteristics of the population, and other aspects of the physical development of the area.

12.01 Existing Land Use and Physical Development Summary. Of the 6,230.24 acres in the Town of Algoma, approximately 35.8%, or 2,228.56 acres is developed (see Table 1). Approximately 54.9% of the town's total land area, or 3,417.57 acres, is in agricultural use, while the remaining 9.4% of the town's total land area, or 583.9 acres, is vacant and undevelopable (open water areas, woodlands, and land within 75 feet of navigable streams)

The Protected Area covers approximately 3,791.77 acres. Of that total, 46.4% is developed. The Expansion Areas covers approximately 2,438.47 acres, of which 19.2% is developed.

The dominant land use in the developed portion of the town is single-family residential, with 21.3%, or 1,324.97 acres, in that use category.

Table 1 also provides a breakdown of land uses in the Protected Area and Expansion Areas of the Town of Algoma, and what uses would remain in the Protected Area compared to the Expansion Area. Based on the statistics in Table 1, nearly half

(46.4%) of the land in the Protected Area has been developed, as compared to less than a fifth (19.2%) of the Expansion Area. The Expansion Area remains mostly rural in nature.

Table 1
Existing Land Use (AS OF JUNE, 2003)

	PROTECTED AREA			EXPANSION AREA			WHOLE TOWN		
	# PARCELS	# ACRES	% AREA	# PARCELS	# ACRES	% AREA	# PARCELS	# ACRES	% AREA
Total	2915	3791.77	100.0%	378	2438.47	100.0%	3293	6230.24	100.0%
Churches	5	28.79	0.8%	0	0.00	0.0%	5	28.79	0.5%
Residential	2036	1139.82	30.1%	157	185.15	7.6%	2193	1324.97	21.3%
Commercial	36	66.18	1.7%	14	66.09	2.7%	50	132.27	2.1%
Industrial	6	34.40	0.9%	1	9.56	0.4%	7	43.96	0.7%
Non-Metallic Mining	5	68.29	1.8%	0	0.00	0.0%	5	68.29	1.1%
Utility / Public Facility	6	9.67	0.3%	12	35.22	1.4%	18	44.89	0.7%
Undeveloped As Area Wetlands	36	257.46	6.8%	9	43.70	1.8%	45	301.16	4.8%
Open Water / Pool Lakes	16	100.91	2.7%	0	0.00	0.0%	16	100.91	1.6%
Recreation / Conservation	5	21.45	0.6%	1	8.61	0.4%	6	30.06	0.5%
Undeveloped/Agricultural	112	1360.94	35.9%	114	1805.68	74.0%	226	3166.62	50.8%
Vacant Single Family Parcels	501	250.95	6.6%	0	0.00	0.0%	501	250.95	4.0%
Transportation (Incl Row)	164	391.25	10.3%	65	164.08	6.7%	229	555.33	8.9%
Undev. Within 75' Of Nav. Stream	0	61.45	1.6%	0	120.38	4.9%	0	181.83	2.9%
DEVELOPED	2263	1759.85	46.4%	250	468.71	19.2%	2513	2228.56	35.8%
(Includes Churches, Developed Residential, Commercial, Industrial, Mining, Utility/Public Facilities, Recreation, Transportation)									
UNDEVELOPED DEVELOPABLE	613	1611.89	42.5%	114	1805.68	74.0%	727	3417.57	54.9%
(Includes Agricultural & Vacant Single Family)									
UNDEVELOPED UNDEVELOPABLE	52	419.82	11.1%	9	164.08	6.7%	61	583.90	9.4%
(Includes Open Water, Wetlands & 75' Buffer from Navigable Streams)									

12.02 Socio-Economic Characteristics of the Town. Table 2 provides a review of the demographic characteristics of the Town of Algoma and City of Oshkosh based on the 2000 Decennial Census. 5,702 people reside in the Town of Algoma. The minority population within the Town is 119 people, which is 2.1% of the total population. The minority population in the City of Oshkosh includes 4,577 residents, which accounts for 7.3% of the total population.

Table 2
Socio-Economic Characteristics

Category	City of Oshkosh	Town of Algoma
Population	62,916	5,702
Race		
White	58,339 (92.7%)	5,583 (97.9%)
Other	4,577 (7.3%)	119 (2.1%)
Median Household Income (1999)	\$37,636	\$71,792

Total Occupied Housing Units	24,082	1,940
Owner-Occupied	13,851	1,865
Renter-Occupied	10,231	75
Total Housing Units	25,420	1,983

Source: U.S. Census 2000

The Town's median household income in 1999 (provided by the 2000 Census) was \$71,792, compared to the median household income in the City of Oshkosh of \$37,636.

According to the 2000 Census, rental housing in Town of Algoma accounted for 75 units (4%) of the 1,940 occupied dwelling units in the Town. In contrast, rental housing in Oshkosh constitutes 10,231 units (42.5%) of the total 24,082 housing units in the City.

The Town's higher median income and much lower number of rental housing reflects its predominantly single family residential character.

Table 3 provides a further breakdown of population statistics for the City of Oshkosh and Town of Algoma. The Town of Algoma was growing steadily from 1970 to 1990, until it took a leap between 1990 to 2000, increasing by over 63% from its 1990 population count. Meanwhile, the City of Oshkosh experienced a 6.5% decrease in its population between 1970 and 1980, but rebounded after 1980 to show double-digit growth in the past twenty years.

Table 3
Population Change, 1970-2000

Year	Town of Algoma	% Change	City of Oshkosh	% Change
1970	3,158		53,082	
1980	3,249	2.88%	49,620	-6.52%
1990	3,492	6.96%	55,006	10.85%
2000	5,702	63.29%	62,916	14.38%
2010	6,945	21.80%	67,757	7.69%
2020	7,963	14.66%	69,991	3.30%

Source: U.S. Census: 1970-2000 & 2010 & 2020 projections from ECWRPC

12.03 Land Values. There are 3,293 individual parcels of land in the Town of Algoma. The Protected Area encompasses 2,915 parcels of which 613 are undeveloped, while the Expansion Area includes 378 parcels of which 114 are undeveloped.

The assessed value of land in the Protected Area of the Town is \$280,501,800, while the assessed value of land in the Expansion Area is \$18,874,000.

12.04 Existing Development Plans. Oshkosh and the Town have each prepared plans that provide guidance on the use and development of properties covered by the Plan. The City is also in the process of updating its comprehensive plan under the State of Wisconsin's comprehensive planning (Smart Growth) legislation. As part of the City's update, the City will be seeking the Town's input and work cooperatively with the Town. In the interim, the existing plans adopted by Oshkosh and the Town and other governing entities (e.g. County and East Central Wisconsin Regional Planning Commission) will remain in place. Existing adopted plans and future comprehensive plans of the Town and City shall govern development in the plan area. The following section provides a summary of the plans currently in place for the area covered by this Plan.

12.05 Town Plans.

(a) The land use plans, prepared by the Town in the last eight years, which guide land use decision-making and physical improvement projects within the Town, are as follows:

1. The Town of Algoma Land Use and Development Plan dated June, 1995, was prepared for the Town by the East Central Wisconsin Regional Planning Commission. The Plan includes a variety of recommendations and policies for residential development, commercial development, parks, open space and transportation.

2. In 2001, the Town adopted a Land Use Plan Amendment (Exhibit C) for areas that may experience long term residential development. This area generally coincides with the Protected Area as set forth in this Cooperative Plan. The plan included land use recommendations for the location of one and two family neighborhoods, future parks and school site, proposed pedestrian trails, future cluster housing, potential commercial development, future office parks, as well as identifying wetland and conservation areas, streams, and ditch locations. The two major Town facilities shown on Exhibit C are the Town Hall, located at 15 North Oakwood Road, and the Volunteer Fire Department's fire station, located near the intersection of Omro Road and Oakwood Circle.

(b) The Town of Algoma contains 60 registered historic structures (according to the Wisconsin Historical Society historic places inventory) and about the same number of archeological sites (according to the State Archeologist office), including a Native American village. Action has been taken to preserve areas of significance, and future planning efforts will take into account these historic and archeological sites.

12.06 City of Oshkosh Plans. The City has prepared a number of plans that cover the Plan territory. These plans include the following:

(a) Urban Growth Plan – Recommendations for Peripheral Area Land Use and Development, adopted by the City in 1990. The Plan includes growth projections and it included an identification of priority growth areas and recommended land uses.

(b) City of Oshkosh Comprehensive Plan, adopted by the City in 1993. The Plan provides a comprehensive growth and development strategy for the community. It provides land use and transportation recommendations that covered anticipated growth areas within the Town of Algoma.

(c) Pedestrian and Bicycle Circulation Plan, adopted by the City in 1998. The Plan includes a variety of recommendations aimed at improving and implementing pedestrian circulation and trail development within the community as well as in peripheral growth areas, including areas within the Town of Algoma.

(d) Southwest Industrial Park Expansion Area Site Master Plan prepared for the City in 2001 by Foth & Van Dyke. The Plan provides a general strategy and guide for the City to follow in its expansion of the Southwest Industrial Park, including into areas within the Town of Algoma.

(e) Southwest Area Sanitary Sewer Study prepared for the City by Earth Tech, Inc. in 2002. The plan provides technical data and planning recommendations to allow for the orderly expansion of sanitary sewer facilities to areas south and west of the City that includes lands within the expansion and buffer areas.

12.07 Coordination of Future Planning. This Plan will facilitate efforts to achieve a coordinated, adjusted, and harmonious development of the territory covered by the plan, and promote consistency of future land use as the two communities develop their own comprehensive plans. The Extraterritorial Zoning Committee will work towards implementing any future Comprehensive Plan updates made by the City and Town over the time period represented by this Cooperative Plan. Any future land use plans or amendments to existing plans made by either community will need to be consistent with this Cooperative Plan.

SECTION 13

RELATIONSHIP OF THE COOPERATIVE PLAN TO NONPARTICIPATING ENTITIES

Exhibit D shows the political entities within Winnebago County and their relationship to the territory included in the Plan. There are six municipalities shown on the map. The territory included in the Plan is adjacent to the City of Oshkosh and the Towns of Omro, Utica, Nekimi, and Black Wolf. The area includes the Town of Algoma Sanitary District, and it is covered primarily by the Oshkosh Area School District and to a lesser extent on its western boundary by the Omro School District.

Wisconsin Statute Section 66.0307 requires that any boundary maintained or changed under the Plan must be reasonably compatible with the characteristics of the surrounding community. In preparing the Plan, Oshkosh and the Town have taken into consideration the location of services that must be provided to areas subject to the Plan, including the transportation infrastructure, the fiscal capacity of the communities to provide the services needed, the existing and ultimate political boundaries, the current boundaries of the school district, and shopping and social customs. For the purposes of this section, the "surrounding community" includes a 5-mile radius outside of the boundaries of the area included in the agreement.

The City of Oshkosh's direction of primary growth has been to the west, and the proposed Plan will provide a structured approach that will enable the City to absorb areas within the Town on a continuing east to westerly basis, with the City eventually incorporating the southern part of the Town of Algoma.

The provision of services by the City and Town are made more difficult by confusing boundaries in many areas. Implementation of the Plan should improve the ability of the City and Town to serve residents in the area covered by the Plan.

It is anticipated that over the plan period residential development will occur to a substantial extent in both the Protected Area and the Expansion Area. It should also be recognized that without a plan, residential development would still occur in the subject areas. However, with the plan in place it will be possible to provide for a more organized and coordinated pattern of development, where basic urban services will be provided in a more efficient and cost effective manner. Given the presumption that significant residential development would occur in the subject areas with or without a plan in place, it would not appear implementation of the plan would result in significant changes in the provision of school services from that which would otherwise occur.

SECTION 14 SERVICES

14.01 Water. Up until 2003, the Town of Algoma has had no central water supply system, with residences, businesses, and other uses receiving their water from individual wells. The District is now moving ahead to develop a new water utility, which will serve existing and future areas in the Protected Area, using deep wells as their water source (constructed at the end of 2003).

The City of Oshkosh has a central water supply system. The City's Water Utility, which receives staff support from the Department of Public Works, includes the community's new state-of-the-art water filtration plant between Merritt Avenue and Washington Avenue on the shore of Lake Winnebago. The Utility maintains a distribution system with over 300 miles of water main, which includes approximately 7,000 valves,

approximately 2,410 fire hydrants, approximately 20,000 water services, and over 22,500 water meters of various sizes.

As annexations or attachments occur and as areas within the Town come into the City under the various attachment expansion time frames, the City will plan for and undertake the extension of water service to the Expansion Areas.

In addition, under the Cooperative Plan, the City agrees to provide water services to lands within the identified Expansion Areas prior to annexation or attachment on the same extension, cost and payment terms as those generally applicable to similarly situated lands within the City, provided: a) such services could be made available to such lands if they were within the City; and b) the owners of such lands unanimously agree to annexation or attachment to the City effective 5 years after the service is available. Lands under such agreements shall be attached to the City pursuant the Boundary Agreement and Cooperative Plan and shall be subject to City zoning and land use regulation pending the attachment.

14.02 Sanitary Sewer. The Town of Algoma Sanitary Sewer District provides sanitary sewer service within the Protected Area of the Town of Algoma, per an agreement between the Algoma Sanitary District and the City of Oshkosh. Approximately 65% of the Protected Area is currently covered by the Town's Sanitary District.

The District will continue to own and operate the portions of the sanitary sewer system within the Town for the term of this Plan regardless of what portion of the patrons of the system is in the City. To the extent supplemental agreements are necessary to implement the terms of this paragraph, the City and District will cooperate to enter into such agreements on terms that are fair to both.

Those portions of the Town in the Expansion Area will be served (as annexation occurs) with City of Oshkosh sanitary sewer, water and storm sewer system.

The City's Sewer Utility, which receives staff support from the Department of Public Works, includes the Wastewater Treatment Plant on Campbell Road and over 260 miles of sanitary sewer line. The Wastewater Treatment Plant, which completed a \$20 million upgrade in 1998, is designed to treat a daily flow of 20 million gallons per day (MGD). In 2001 the plant received an average of 12.8 MGD, while servicing a population of approximately 73,000. About 8% of the flow to the plant comes from industrial sources.

The City's Sewer Utility has 33 full time equivalent employees.

As annexations or attachments occur and as areas within the Town come into the City under the 10, 15, 20 and 40 year expansion time frames, the City will plan for and undertake the extension of sanitary sewer service to these expansion areas.

In addition, under the Cooperative Plan, the City agrees to provide sanitary sewer services to lands within the Expansion Area prior to annexation or attachment on the same extension, cost and payment terms as those generally applicable to similarly situated lands within the City, provided: a) such services could be made available to such lands if they were within the City; and b) the owners of such lands unanimously agree to delayed attachment to the City effective 5 years after the service is available. Lands under such agreements shall be attached to the City pursuant to the Plan and shall be subject to City zoning and land use regulation pending the attachment.

14.03 Stormwater. The Town of Algoma primarily utilizes ditches for the conveyance of storm water. New development within the Town is subject to provisions of the Winnebago County and Town Storm Drainage Regulations.

The City of Oshkosh recently created a Storm Water Utility for the purpose of managing and maintaining its storm water facilities. The City has 210 miles of storm sewer and various other streams, creeks, ditches and drainageways.

The City has had a Storm Water Management and Retention Ordinance in place for a number of years, and through its enforcement the City has been able to minimize problems associated with storm water runoff and control.

14.04 Streets. By eliminating uncertainty about future jurisdiction over, and responsibility for, roads in the Town, this Plan is expected to promote better maintenance of roads and cooperation between the City and the Town over road improvements.

In addition, the City and Town agree to consult with each other concerning a new north-south arterial on or near of Clairville Road.

14.05 Police, Fire, and Emergency Services. Police services within the Town are provided by the Winnebago County Sheriff's Department.

The City of Oshkosh maintains a full time professional police department with 157 employees. Personnel include 100 officers, 26 civilian employees, 9 community service officers, 22 crossing guards, and 1 police canine. In addition, there are currently 11 active volunteers who support Department activities, as well as 35 auxiliary police officers.

The Town of Algoma is currently protected by a volunteer fire department responding from one fire station located near the intersection of Omro Road and Oakwood Road, in the Protected Area. The Volunteer Fire Department has a maximum of 40 members on their roster and currently have approximately 35 members. They operate 3 engines or

pumping apparatus, one of which is a newer style Pierce engine. They also have a water tanker which carries 3,500 gallons of water, and a small grass/brush fire unit.

The City is currently protected by a full time fire department responding from 6 fire stations. Total staff for the department is 104. The City operates 4 front line engine companies, 2 quints (combination engine and ladder company), 1 heavy rescue, a grass/brush fire unit, 1 command car, and 4 paramedic ambulances (2 front line, 2 cross staffed with engine companies). The Fire Department also staffs 3 airport fire apparatus at its Wittman Regional Airport station, and 2 hazardous materials units. Reserve equipment includes 2 engines, 2 ambulances, and a variety of support vehicles.

Ambulance Services. Commencing on the first day of the next month starting at least thirty (30) days after a written request from the Town to the City Manager, the City shall provide emergency ambulance services throughout the Town on the same terms under which the City currently provides such services to a portion of the Town.

14.06 Fiscal Capacity. Town property valuation generates the second highest per capita tax base of all municipalities in Winnebago County and the fourth lowest overall tax rate. The City has a diversified tax base and the attachment of lands in the expansion area will strengthen that base.

SECTION 15

ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN

The City and Town have evaluated the potential environmental consequences of the Cooperative Plan, including air and water pollution impacts, energy use and the protection of environmentally sensitive lands. The Cooperative Plan identifies areas which will become part of the City and be developed within the City consistent with the City's growth and development ordinances. The Plan also identifies an area which will remain within the Town and which will eventually be developed by the Town, consistent with Town and County ordinances and development standards. The parties have found no significant adverse environmental consequences of the Plan to the natural environment including air and water pollution, energy use, environmentally sensitive lands, and development outside compact urban areas that contribute to urban sprawl.

In the negotiation and preparation of this Plan, the parties considered alternatives. No practical alternatives were discovered that would avoid or reduce adverse environmental consequences. In particular, policies to discourage development are not feasible as this area is committed to urbanization due to the attraction of Lake Butte des Morts, links to the major highways, the City's easterly growth constraint at Lake Winnebago, and its place within the rapidly growing Appleton-Oshkosh metropolitan area.

15.01 Air Quality Impacts. The existing adopted plans covering the area do not recommend a significant change in the type of development which currently exists within the Town.

15.02 Water Quality Impacts. The plans and regulations of the City and Town recognize and are consistent with the areawide water quality plans adopted by the East Central Wisconsin Regional Planning Commission. Few water quality impacts are anticipated related to the Plan. As noted in Sections 14.02 and 14.03, areas within the City are served by the City's sanitary sewer system, while the majority of development within the Town is served by the Town of Algoma Sanitary District and both parties are governed by storm water regulations.

15.03 Energy Use. The City and Town believe the Plan will serve to reinforce implementation of smart growth planning principles, which should serve to create more compact and contiguous development patterns overall. As a result, energy use impacts associated with implementation of the Plan will be comparatively lower than energy use impacts associated with development that could occur on a more fragmented basis without the Plan.

15.04 Environmentally Sensitive Lands. The City, Winnebago County, and the East Central Wisconsin Regional Planning Commission have identified environmentally sensitive lands in the area covered by the Plan as shown on Exhibit J, and the Plan will promote cooperation between the City and the Town to protect these resources. Environmentally sensitive lands are identified and protected as part of the development review and approval process that occurs in the City and Town. The environmentally sensitive lands that are identified include parks and open spaces, wetlands, stormwater drainage corridors, floodplain lands, navigable streams, natural areas, significant woodlands, and steep slopes.

15.05 Compliance with Environmental Regulations. Lands covered by this Plan are and will remain under the jurisdiction of state and federal environmental laws and regulations as applicable. There are relatively few lands where state shoreland zoning jurisdiction applies and legal requirements arising from shoreland designations will be met by the Town and City as applicable.

SECTION 16 HOUSING NEEDS

16.01 Town Housing. According to the 2000 census, the Town of Algoma contained 1,983 dwelling units, of which 1,865 were owner-occupied; 75 were rental; and 43 were vacant. Of the 1,983 dwelling units in the Town, approximately 96 %, or 1,900 units, are located in the Protected Area, with 4% or approximately 83 units located in the proposed Expansion Areas. In general, residential units in the expansion areas contain some of the older single family housing stock in the Town of Algoma. Due to higher

median income levels and high home ownership rates in the Town's protected area as compared to the City of Oshkosh, the Town expects to have relatively few residents of low income seeking housing opportunities.

16.02 Oshkosh Housing. The City contains a broad spectrum of housing types to meet the various needs of its citizens. Oshkosh's adopted Comprehensive Plan includes strategies aimed at preserving and maintaining the community's housing stock, as well as promoting housing affordability, diverse housing opportunities, and neighborhood viability.

SECTION 17

COMPREHENSIVE/MASTER PLANNING

The territory subject to this Plan is covered by adopted plans of the City and Town, as described in Section 12 above. The existing adopted plans and future updated Comprehensive Plans will govern new development, infill development, and redevelopment within the City and Town.

The Plan will allow the City and Town to move forward with confidence over the plan period in planning for the delivery of municipal services to the affected territory. The Plan identifies prospective cooperation in the area of extraterritorial zoning, and it provides a foundation for further cooperation between the City and Town in other areas of mutual public interest.

This Plan is consistent and compatible with existing local, County, State and Federal plans, ordinances, codes and statutes. The Plan was developed in recognition of the multiple jurisdictions with an interest in the planning area.

SECTION 18

AUTHORIZING RESOLUTIONS, RECORD OF PUBLIC PARTICIPATION AND COOPERATIVE PLAN ADOPTION RESOLUTIONS

18.01 Initial Authorizing Resolutions. Both the City of Oshkosh and Town of Algoma adopted resolutions authorizing the initial support of a boundary agreement, with copies located in Appendix F & G.

18.02 Record of Public Participation and Comment.

Public participation for this effort has included numerous public discussions and a hearing held at the Algoma Town Hall on December 18, 2003. The record of this hearing is included in Exhibit H.

18.03 Resolution Indicating Adoption and Authorizing Transmittal of the Cooperative Plan to the State. On _____, 2004, the City of Oshkosh adopted a resolution to adopt the Cooperative Plan (Exhibit K), and on _____, 2004, the Town of Algoma adopted a resolution to adopt the same Cooperative Boundary Plan (Exhibit L).

SECTION 19

BINDING EFFECT OF COOPERATIVE PLAN

This Cooperative Plan shall bind, and accrue to the benefit of, all successors of the City and Town, whether one or more. For example, if a part of the Town should be incorporated, both the incorporated and unincorporated entities would be considered to be bound by the terms of the Plan. Except as to the rights of the District and owners of land currently in the Town as expressly set forth herein, this Cooperative Plan is for the exclusive benefit of the Town and the City and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity.

SECTION 20

ADMINISTRATION OF THIS COOPERATIVE PLAN

This Cooperative Plan shall be administered on behalf of the Town by Ken Neubauer, Town Board Chairperson, a successor to this position, or a designee approved by the Town Board, and on behalf of the City by Oshkosh, by Jackson Kinney, Director of Community Development, a successor to this position, or a designee approved by the Common Council. Notification of the appointment of a designee must be given in writing to the other party to this Cooperative Plan.

SECTION 21

DISPUTE RESOLUTION

In the event of a breach of this Plan or a dispute between the Parties involving the application, interpretation or enforcement of this Plan,

- a. The Parties shall meet to seek a resolution within 10 days following written notice by one Party to the other Party of the breach or dispute.
- b. If the issue is not resolved at such meeting or at an extension thereof mutually agreed to by the Parties, either Party may demand mediation. The Parties shall submit to mediation if demanded by either Party.

(1) If the Parties cannot agree on a mediator within five (5) days after the demand for mediation, either Party may request appointment of a qualified mediator by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of

Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.

(2) The mediation session must take place within thirty (30) days of the appointment of the mediator.

(3) Each Party must designate a representative with appropriate authority to be its representative in the mediation of the dispute.

(4) Each Party must provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 10 days prior to the scheduled mediation session. The Parties must also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require any Party to supplement such information.

(5) The mediator does not have authority to impose a settlement upon the Parties, but will attempt to help the Parties resolve their dispute. The mediation sessions shall be private. The Parties and their representatives may attend the mediation sessions.

(6) The cost of the mediator shall be borne equally by the Parties.

(7) The Parties shall maintain the confidentiality of the mediation and may not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding (i) views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute; (ii) admissions made by the other Party in the course of the mediation proceedings; (iii) proposals made or views expressed by the mediator; or (iv) the fact that the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

c. In the event the issue is not resolved as a result of the meeting or mediation as provided in paragraphs a and b, the matter shall be submitted to binding arbitration upon written demand by either Party to the other with notice to the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration of such demand. The arbitration shall be performed by a person designated by the Director in accordance with such rules and procedures such person may specify, subject to the terms of this Plan. In the event the Director does not appoint an arbitrator within 30 days of the Director's receipt of a written request to do so, then:

(1) The arbitration must be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration ("Rules"), except as such Rules may be modified by this Plan.

(2) A Party desiring to submit a dispute to arbitration hereunder must file a Demand for Arbitration ("Demand") with the AAA at its office in Chicago, Illinois. A copy of such Demand must be sent to the other Party at the same time. The arbitration proceeding must be conducted by a panel of three (3) arbitrators selected from a list of qualified arbitrators supplied by the AAA. The arbitrators must be selected as follows: Within 10 days after filing, each Party shall appoint one (1) arbitrator. Within 10 days after they are chosen, the two arbitrators shall choose a third arbitrator who acts as chairperson of the arbitration proceedings. If the two arbitrators are unable to agree upon a third arbitrator within 10 days, then the third arbitrator shall be appointed by the AAA. The arbitrators in the arbitration proceeding must be individuals with the necessary expertise and competency to pass on the matters presented for arbitration, but said arbitrators may have no interest in or prior connection with any Party.

(3) Following the appointment of the arbitrators, each Party has the right to mail to any other Party (with a copy to the arbitrators) a written request for the production of certain identified documents or of all documents in possession of the other Party relevant to any claims or counterclaims in the arbitration. Within 10 days of receipt of any such request, the receiving Party must respond to such request but may object to all or part of said request (with a copy to the arbitrators), on the ground that it is unduly burdensome, that the documents requested are irrelevant or privileged, or that such documents are equally available to the requesting Party. The arbitrators will rule on the validity of any such objection and the Parties must produce documents in accordance with the ruling.

(4) The site of the arbitration shall be in Winnebago County, Wisconsin, unless otherwise agreed to by the Parties. The Parties must diligently and expeditiously proceed with arbitration. Upon the conclusion of any hearing, the Parties shall have 30 days to submit written briefs in support of their respective positions. The arbitrators must make an award within 45 days after the filing of such briefs, subject to any reasonable delay due to unforeseen circumstances.

(5) Except to the extent the Parties' remedies may be limited by the terms of this Plan, the arbitrators are empowered to award any remedy available under the laws of the State of Wisconsin including, but not limited to, monetary damages and specific performance. The arbitrators have no authority to award punitive or other damages not measured by the prevailing Party's actual damages and may not, in any event, make any ruling, finding, or award that does not conform to the terms and conditions of this Plan. The award of the arbitrators must be in writing with a statement of reasons for such award and signed by the arbitrators. A written decision of a majority of the arbitrators is binding upon the Parties. An award rendered by the arbitrators in an individual or consolidated arbitration may be entered in any court having jurisdiction thereof.

(6) The arbitrators' authority is limited solely to resolving disputes under this Plan.

(7) The pendency of any arbitration hereunder does not relieve either Party of any of its obligations under this Plan.

(8) The Parties shall share equally the fees and expenses of the arbitrators as well as all fees imposed by the AAA including, but not limited to, transcripts, hearing room rentals and administrative costs. Each Party to the arbitration proceeding is responsible for its own costs and legal fees, if any, except that the arbitrators are empowered to award such costs and fees against a Party who prosecutes or defends an arbitration hereunder in bad faith or as otherwise provided in section 11.b.

d. Paragraphs a, b, and c of this section shall be the exclusive method of resolving the issues specified in the introduction to this section and both Parties waive their rights under sec. 893.80, Stats. and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to

(1) Actions to enforce an arbitration award under c;

(2) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution process;

(3) Disputes involving a necessary third party who refuses to consent to arbitration as provided above; or

(4) Disputes involving a necessary third party when the Municipal Boundary Review Director fails to appoint an arbitrator.

e. In the event any of the entities designated to perform mediation or arbitration services under this section ceases to exist or for some other reason cannot or does not perform said services, the Parties shall use their best efforts to agree on a substitute to perform the services.

SECTION 22

NO CHALLENGES TO THIS COOPERATIVE PLAN

a. The Parties waive all rights to challenge the validity or enforceability of this Plan or any of its provisions or to challenge any actions taken pursuant to or in accordance with this Plan.

b. In the event of a court action by a third party challenging the validity or enforceability of the Plan or any of its provisions, the Parties shall fully cooperate to vigorously defend the Plan.

(1) If only one Party is named as a party to the action the other Party shall seek to intervene and the named Party shall support such intervention.

(2) No settlement of such an action shall be permitted without the approval of the governing bodies of the Parties.

(3) The workload to defend the Plan shall be shared equally.

c. A challenge to the Plan by one of the Parties or a failure to vigorously defend the Plan constitutes a breach of the Plan.

SECTION 23 REMEDIES

In the event of a breach of this Plan;

(a) Except as limited by section 21 above, either Party may seek declaratory judgment or specific performance of this Plan by court action in addition to any other remedies available at law or in equity. No Party shall challenge the standing of the other in such an action.

(b) The breaching Party shall pay the other Party's attorney fees reasonably incurred in seeking remedies for the breach provided that the breaching party has been given notice and a reasonable opportunity to cure the breach prior to commencement of any proceedings for a remedy. Following the dispute resolution procedure outlined in section 21 a and b constitutes sufficient notice and reasonable opportunity to cure under this paragraph

SECTION 24 AMENDMENT

24.01 The procedure for amendment of this Cooperative Plan is found in Sec. 66.0307(8), Wis. Stats.

24.02 In the event a change in state or federal law substantially affects this Plan, either party may request that modifications be made to the Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. In the event they are not able to reach agreement in such situation, either the City or Town may require submission of such dispute to arbitration under Section 21.

SECTION 25

GOOD FAITH AND FAIR DEALING

The City and the Town hereby acknowledge that this Cooperative Plan imposes upon each of them a duty of good faith and fair dealing in its implementation.

SECTION 26

INVALID OR INEFFECTIVE ORDINANCE

In the event that any Ordinance, including but not limited to Attachment and Zoning Ordinances, which parties are required or entitled to enact and/or enforce by this Cooperative Plan is adjudged by any court of competent jurisdiction to be invalid or ineffective, in whole or in part, the City and Town shall promptly meet to discuss how they might satisfy the intent of this Cooperative Plan by alternative means, including, without limitation, enacting another ordinance designed to satisfy the court's objections. The Town and City shall use their best efforts to find, design and implement a means of successfully accomplishing the intent of this Cooperative Plan. If necessary, they shall negotiate appropriate amendments of this Cooperative Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Cooperative Plan. In the event they are not able to reach agreement in such situation, either the City or Town may require submission of such dispute to arbitration under Section 21.

SECTION 27

IMPLEMENTATION

The Town and the City shall each take such actions as may be necessary or desirable to implement and effectuate the provisions and intent of this Cooperative Plan.

SECTION 28

MISCELLANEOUS INTERPRETATION

28.01 References. Any references in this Cooperative Plan to any particular agency, organization or officials shall be interpreted as applying to any successor agency, organization or official or to any other agency, organization or official to which contemplated functions are transferred by statute or ordinance. Any references in this Cooperative Plan to any particular statute or ordinance shall be interpreted as applying to such statute or ordinance as recreated or amended from time to time.

28.02 Section Titles. Section and subsection titles in this Cooperative Plan are provided for convenience only and shall not be used in interpreting this Cooperative Plan.

28.03 Governing Law. This Cooperative Plan shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

28.04 Interpretation. If any term, section or other portion of this Cooperative Plan is reviewed by an administrative agency, court, mediator, arbitrator or other judicial or *quasi*-judicial entity, such entity shall treat this Plan as having been jointly drafted by both the City and the Town. By the terms of this Plan, neither Party shall benefit from not having drafted this document.

28.05 Entire Agreement. The entire agreement of the City and the Town is contained in this Cooperative Plan and it supercedes any and all oral representations and negotiations between the municipalities, and supercedes and replaces that certain Intergovernmental Agreement of February 28, 2003. However, in the event of any ambiguity in this Plan, the Intergovernmental Agreement may serve as a guide to interpretation of this Plan.

SECTION 29 NOTICES

All notices required by or relating to this Cooperative Plan shall be in writing. Each notice shall specifically refer to this Cooperative Plan by name and shall refer specifically to the number of the section(s), subsection(s), paragraph(s) or subparagraph(s) to which the notice relates. Any such notice shall be delivered in person to the Clerk of the municipality receiving the notice or to the person apparently in charge of the Clerk's office during normal business hours, or shall be mailed to such Clerk by certified mail, return receipt requested at the Clerk's office. Each notice shall be effective upon delivery in person, or mailing, or upon actual receipt without regard to the method of transmission, whichever occurs first.

IN WITNESS WHEREOF, the City and Town certify that this Cooperative Plan has been duly approved by their respective governing bodies in accordance with State and local laws, rules and regulations, and each has caused their duly authorized officers to execute this Cooperative Plan on the dates written before their respective signatures.

THE CITY OF OSHKOSH, a Wisconsin Municipal Corporation

Date: 28 January, 2004

By: [Signature], City Manager

APPROVED
[Signature] 1/28/04
CITY ATTORNEY
OSHKOSH, WISCONSIN

Date: 1-28, 2004

By: [Signature], City Clerk

TOWN OF ALGOMA, a Wisconsin Municipality

Date: Jan 21, 2004

By: [Signature], Town Chairperson

Date: Jan 21, 2004

By: [Signature], Town Clerk



OSHKOSH
ON THE WATER

City of Oshkosh, Wisconsin
Community Development

EXHIBIT A

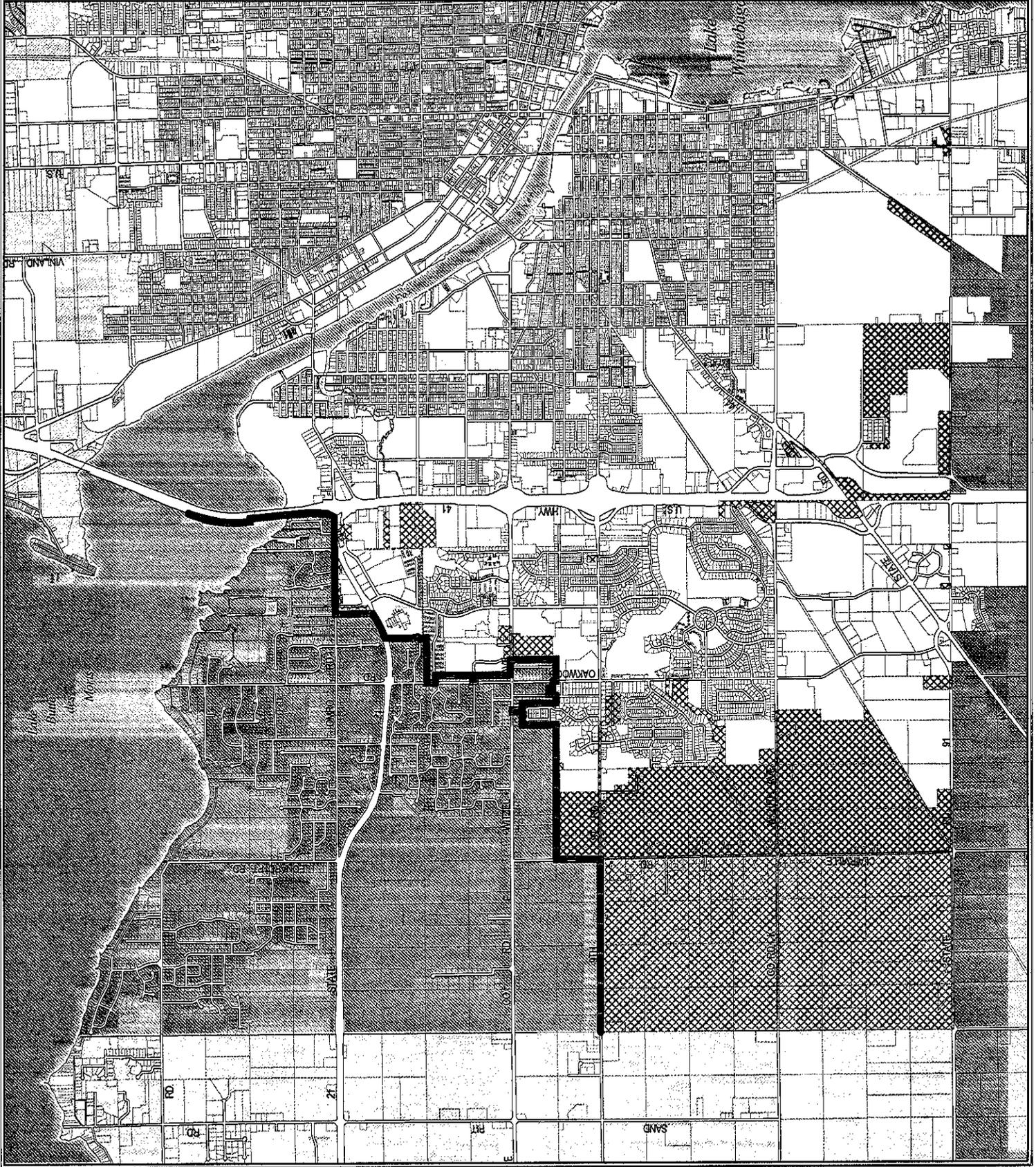
- Protected Area
- City of Oshkosh
- Boundary Agreement Line
- Zone A
- Zone B
- Zone C
- Zone D
- Town of Omro
- Town of Utica
- Town of Nekimi
- Town of Black Wolf
- Town of Oshkosh

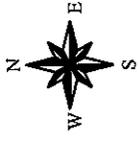
Scale: 1" = 4,000'

DISCLAIMER

This map is neither a legally recorded map nor a survey. It is a compilation of records, data and information located in various city, county and state records. It is not intended for use as a legal document. The City of Oshkosh is not responsible for any discrepancies hereto examined. If discrepancies are found, please contact the City of Oshkosh.

January 27, 2003





OSHKOSH
OF THE NORTH

City of Oshkosh, Wisconsin
Community Development

EXHIBIT B

-  Protected Area
-  City of Oshkosh
-  Buffer Area
-  Expansion Area
-  Boundary Agreement Line

-  Town of Omro
-  Town of Utica
-  Town of Nekimi
-  Town of Black Wolf
-  Town of Oshkosh

Scale: 1" = 4,000'

DISCLAIMER

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City of Oshkosh

January 27, 2003

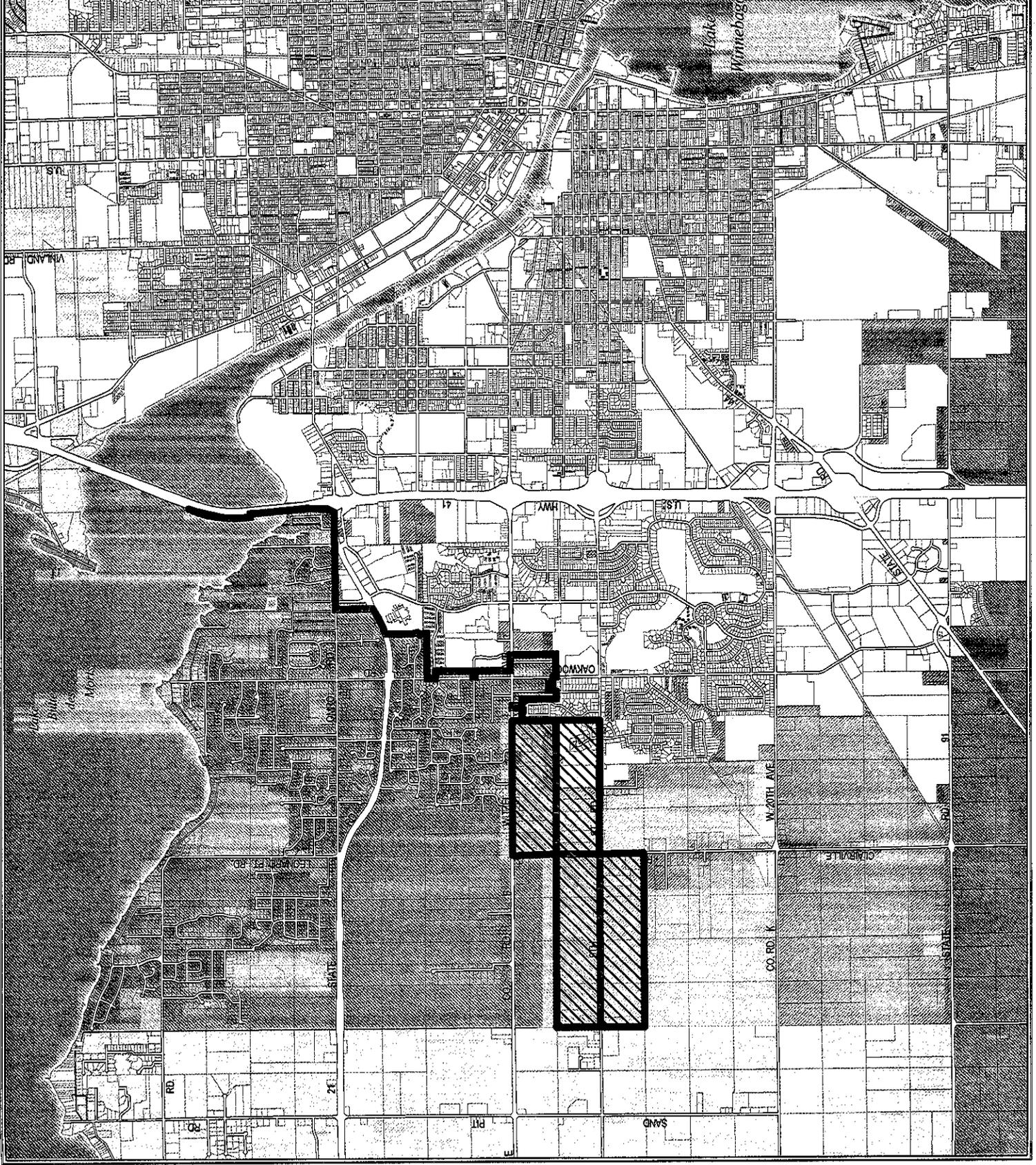
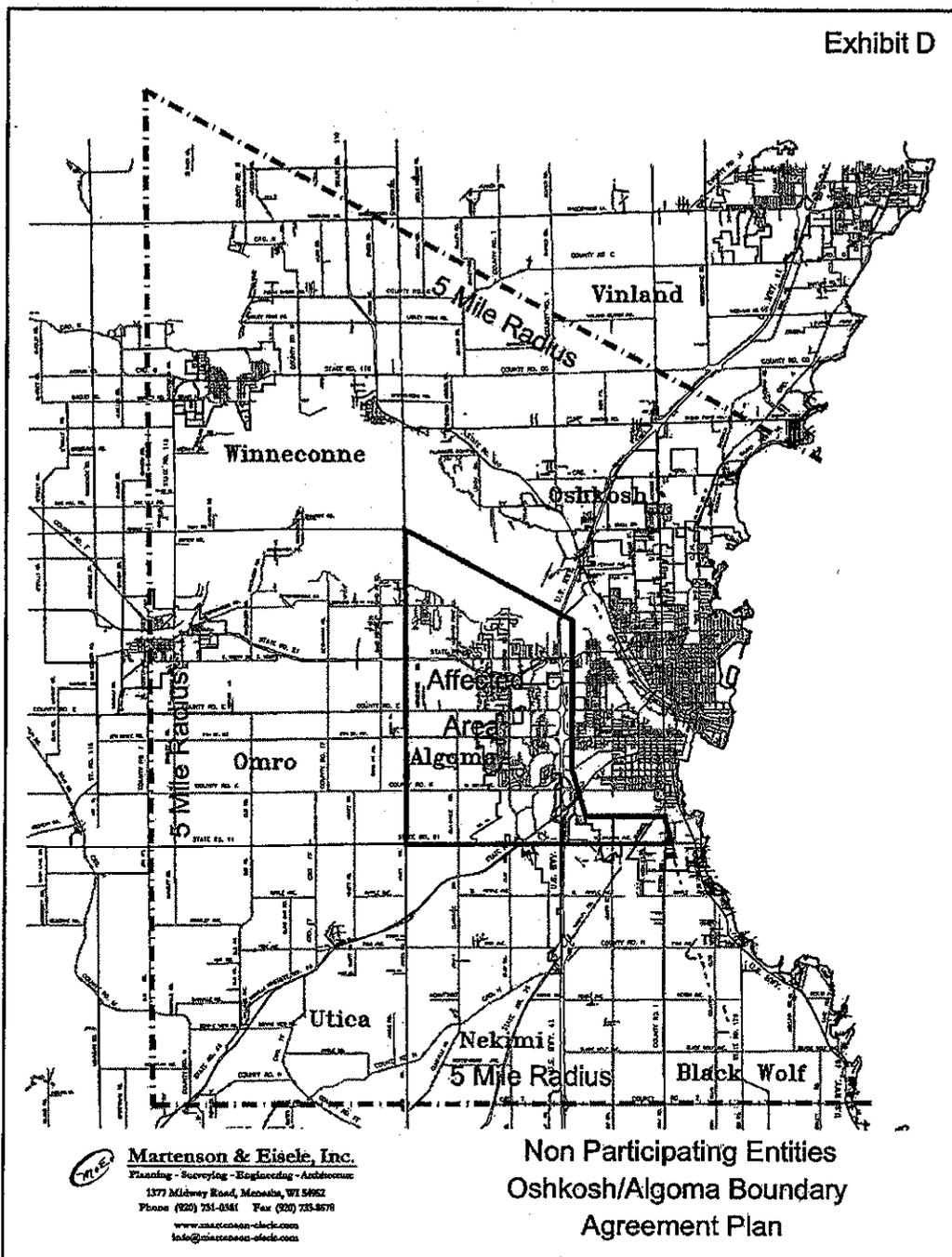


EXHIBIT C- TOWN OF ALGOMA LAND USE PLAN



 **Martenson & Eisele, Inc.**
Planning - Surveying - Engineering - Architecture
1377 Midway Road, Menasha, WI 54952
Phone (920) 751-0581 Fax (920) 753-8670
www.martenson-eisele.com
info@martenson-eisele.com

Non Participating Entities
Oshkosh/Algoma Boundary
Agreement Plan

EXHIBIT E

Permitted Uses (according to Oshkosh and Winnebago County Zoning Ordinance excerpts).

Single family dwelling

Accessory structure customarily incidental to the residential principal use when located on the same lot and not occupied by nor involving the conduct of a business or home occupation.

One boathouse on lots abutting navigable water which, incidental to the residential principal use when located on the same lot not occupied by nor involving the conduct of a business or home occupation.

Home occupation.

Family day care center.

Group homes licensed, operated or permitted under authority of Wisconsin Department of Health and Social Services with 8 or fewer persons.

Public park, including all accessory structures, parking lots, signage and any other park related structures.

Agricultural.

Beekeeping.

Dairying.

Fish farms.

Floriculture.

Forestry.

Fur farms.

Grazing.

Greenhouse.

Hay.

Livestock raising.

Orchards.

Paddocks.

Pasturage.

Plant nurseries.

Poultry raising.

Stables,

Sod farming.

Truck farming.

Viticulture.

Wild crop harvesting.

Raising of:

Cash crops.

Mint.

Grass.

Seed crops.

Silage.
Nuts and berries.
Vegetables.
Barns, silos, etc.

Conditional Uses.

Art center.
Cemetery.
Church.
Commercial greenhouse and nursery.
Community center.
Day care center.
Funeral home.
Governmental structures.
Group home licensed, operated, or permitted under authority of Wisconsin Department of Health and Social Services with 9 or more persons.
Hospital.
Municipal structure.
Museum.
Nursing home.
Parking lot.
Public utility structures.
Retirement community.
School, public and private (including kindergarten, elementary and high school).
Swimming club, private (non-profit).
Farm dwellings which are for those resident laborers including family of operator or laborers, who earn any part of their livelihood from farm operations on the parcel, provided the Town Board verifies – in writing – said use of proposed residential unit. (Yard standards according to the applicable residential district).

EXHIBIT F

**Town of Algoma Resolution
Authorizing Support of Boundary Agreement**

RESOLUTION

**RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
TOWN OF ALGOMA AND THE CITY OF OSHKOSH
AND INITIATION OF A COOPERATIVE BOUNDARY PLAN**

WHEREAS the Town of Algoma and the City of Oshkosh have negotiated the intergovernmental agreement attached hereto, regarding boundary changes and other urban growth and service issues; and

WHEREAS the intergovernmental agreement provides for the terms of the agreement to be incorporated into a cooperative plan under Wis. Stat. sec. 66.0307 to be submitted to the Wisconsin Department of Administration for approval; and

WHEREAS, the intergovernmental agreement is in the public interest;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Algoma, Winnebago County, Wisconsin as follows:

1. The intergovernmental agreement, a copy of which is attached, is approved and the Town Chairperson and Town Clerk are authorized to execute the intergovernmental agreement as well as any other documents related thereto or required thereby in a form approved by the Town Attorney.
2. Participation in the preparation of a cooperative plan is authorized as provided in Wis. Stat. sec. 66.0307(4)(a).
3. The Town Attorney and all necessary staff are authorized and directed to participate in the preparation of a cooperative plan which contains all of the applicable provisions set forth in the intergovernmental agreement and any further provisions deemed necessary by Town and City attorneys under Wis. Stat. sec. 66.0307.

"EXHIBIT F"

4. The Town Clerk shall provide notice of this resolution as required by Wis. Stat. sec. 66.0307(4)(a), and shall work with the Town Attorney and City Attorney and City Clerk to schedule and notice a joint public hearing on the proposed plan under Wis. Stat. sec. 66.0307(4)(b).

Adopted this 4th day of MARCH, 2003.

By: Richard J. Spambauer
Richard J. Spambauer, Chairperson

Attest:

Betsy A. Kunde
Betsy A. Kunde, Town Clerk

Exhibit G

**City of Oshkosh Resolution
Authorizing Support of Boundary Agreement**

(CARRIED 7-0 LOST _____ LAID OVER _____ WITHDRAWN _____)

PURPOSE: APPROVE INTERGOVERNMENTAL AGREEMENT/
TOWN OF ALGOMA
INITIATED BY: CITY ADMINISTRATION

WHEREAS, the City of Oshkosh and the Town of Algoma share a common border on the City's west side and the Town's east side and have had a history of concerns and disputes regarding their border including litigation over annexations from the Town to the City; and,

WHEREAS, recent developments, including a citizen-initiated effort to incorporate the Town, have led the City and Town to explore reaching an agreement to secure long-range benefits for both Parties and their citizens; and,

WHEREAS, the petition to incorporate the Town is pending before the Winnebago County Circuit Court and the State of Wisconsin Department of Administration; and,

WHEREAS, the City's long term growth and development plans envision continued westward development in a logical and well-planned fashion; and,

WHEREAS, the Town desires to protect, indefinitely, the integrity of its territory within certain boundaries and further desires to protect lands from being annexed against the owners' wishes for an extended period of time; and,

WHEREAS, the City and Town both desire that a Transition Area be established so that the eventual City-Town border is well-planned, with compatible development on both sides; and,

WHEREAS, to attain the objectives of both the City and Town and to provide for mutual peace and cooperation beneficial to citizens in both communities, representatives from the City and Town have negotiated on behalf of their respective communities an Intergovernmental Agreement designed to meet the foregoing objectives;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the Intergovernmental Agreement with the Town of Algoma, **on file in the City Clerk's Office**, is hereby approved and the proper City officials are hereby authorized to execute and deliver the agreement in substantially the same form as attached hereto, any changes in the execution copy being deemed approved by their respective signatures, and said City officials are authorized and directed to take those steps necessary to implement the terms and conditions of the Agreement.

STATE OF WISCONSIN)
COUNTY OF WINNEBAGO) SS
CITY OF OSHKOSH)

I, PENNY S. WOLF, Deputy City Clerk for the City of Oshkosh, Winnebago County, Wisconsin, do hereby certify that the foregoing resolution is a true and correct copy of the original on file in my office, adopted by the Common Council of the City of Oshkosh, Wisconsin at the meeting held on February 25, 2003.

Witness my hand and the Corporation seal of the City of Oshkosh, Wisconsin.

DATED: January 20, 2004

Penny S. Wolf
Deputy City Clerk of the City of Oshkosh,
Winnebago County, Wisconsin

FEBRUARY 25, 2003

03-56

RESOLUTION

(CARRIED 7-0 LOST _____ LAID OVER _____ WITHDRAWN _____)

PURPOSE: AUTHORIZE PREPARATION OF COOPERATIVE PLAN/
TOWN OF ALGOMA

INITIATED BY: CITY ADMINISTRATION

WHEREAS, the Common Council of the City of Oshkosh has approved an Intergovernmental Agreement with the Town of Algoma; and,

WHEREAS, as part of that Agreement, the City and Town have agreed to develop and seek approval of a cooperative plan, pursuant to Sec. 66.0307, Wisconsin Statutes, to implement the terms and conditions contained within the Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Oshkosh that participation in the preparation of a cooperative plan is authorized as provided in Sec. 66.0307(4)(a), Wisconsin Statutes.

BE IT FURTHER RESOLVED that the proper city officials are authorized and directed to participate in the preparation of a cooperative plan which contains all of the applicable provisions set forth in the intergovernmental agreement and any further provisions deemed necessary under Sec. 66.0307, Wisconsin Statutes.

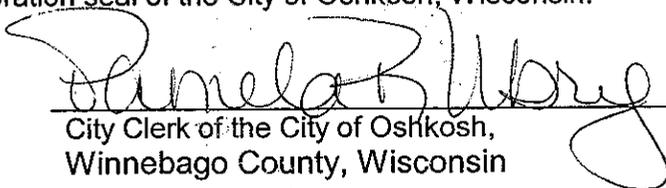
BE IT FURTHER RESOLVED that the City Clerk shall provide notice of this resolution as required by Sec. 66.0307(4)(a), Wisconsin Statutes, and shall, at the appropriate time schedule and notice a joint public hearing on the proposed plan under Sec. 66.0307(4)(b), Wisconsin Statutes.

STATE OF WISCONSIN)
COUNTY OF WINNEBAGO) SS
CITY OF OSHKOSH)

I, PAMELA R. UBRIG, City Clerk for the City of Oshkosh, Winnebago County, Wisconsin, do hereby certify that the foregoing resolution is a true and correct copy of the original on file in my office, adopted by the Common Council of the City of Oshkosh, Wisconsin at the meeting held on February 25, 2003.

Witness my hand and the Corporation seal of the City of Oshkosh, Wisconsin.

DATED: January 22, 2004



City Clerk of the City of Oshkosh,
Winnebago County, Wisconsin

Exhibit H

Record of Public Participation and Comment

On December 18, 2003, the joint public hearing required by Wis. Stat. § 66.0307(4)(b) was held at the Algoma Town Hall following proper notice. Attached are copies of the notice of the hearing, the attendance sheet from the hearing, the minutes of the hearing, and copies of all written comments received at the hearing or received by the City or Town Clerk, including the comments of the East Central Regional Planning Commission required by Wis. Stat. § 66.0307(4)(c).

The East Central Regional Planning Commission has no objection to the Plan. The objections expressed to the plan were that incorporation would be more advantageous (Dinkel), that they did not want their property annexed (Radloff and Olson), and that the creation of the Plan was too expensive for the Town. In addition, Mr. Thompson suggested several modifications of the Plan.

In response to the objections and suggestions noted above:

- The Town Board and City Council both determined that the Plan was preferable to proceeding with litigation over incorporation.
- The properties subject to intermediate and final attachment are likely to be forced into the City involuntarily during the term of the Plan in any event. The Town and the City agree that it is preferable for the transition to occur in a planned and orderly manner that maximizes the efficient delivery of services and minimizes costs to both parties. The Plan also gives property owners protection from earlier involuntary annexations that might otherwise occur.
- Whether or not the Plan was too expensively achieved is a subjective judgment. Having achieved it, it is now in the best interests of the parties.
- Mr. Thompson's suggestions are partially incorporated in the Plan. Section 4.04 now says only that sewer service will be provided in attached areas rather than specifying that it will be City sewer, leaving open the possibility of service by the Sanitary District. Section 10.06 and Exhibit J have been created providing for immediate attachment of some road segments.

**NOTICE OF JOINT PUBLIC HEARING REGARDING
TOWN OF ALGOMA AND CITY OF OSHKOSH
PROPOSED COOPERATIVE BOUNDARY PLAN**

Notice is hereby given that the City of Oshkosh and Town of Algoma will hold a joint public hearing in the Town of Algoma Town Hall, 15 N. Oakwood Road, Oshkosh, Wisconsin, on Thursday, December 18, 2003, at 6:00 p.m., regarding the proposed Cooperative Boundary Plan ("Plan") between the Town of Algoma and the City of Oshkosh. The Plan and related maps and exhibits will be available for inspection before the hearing beginning at 5:30 p.m.

At the hearing, all interested persons will be given an opportunity to be heard in support of or in opposition to the Plan, pursuant to Wis. Stat. § 66.0307.

The Plan may be viewed at all branches of the Oshkosh Public Library and at the following locations during regular business hours:

City of Oshkosh

City Clerk
215 Church Avenue
P.O. Box 1130
Oshkosh, WI 53903

Town of Algoma

Town Hall
15 N. Oakwood Road
Oshkosh, WI 53904

The Plan will also be available on the Internet at: <http://www.ci.oshkosh.wi.us>

The Plan affects all of the Town of Algoma.

To allow all interested persons an opportunity to be heard during the hearing, each person will be permitted to speak only once for not more than three minutes. Written comments will also be accepted at the hearing. If you are unable to attend the hearing and would like to submit comments in writing, you may do so by delivering them to either the City Clerk or the Town Clerk at the above specified address for receipt no later than January 7, 2004.

If you need an interpreter, materials in alternate formats or other accommodations, please contact the City Clerk or Town Clerk. Please do so at least 48 hours prior to the hearing, so that proper arrangements can be made.

Richard Wollangk, City of Oshkosh City Manager
Ken Neubauer, Town of Algoma Chairperson

TOWN OF ALGOMA
WINNEBAGO COUNTY, WISCONSIN

MEETING DATE: 12-18-03

GROUP MEETING: Cooperative Boundary Agreement
Public Hearing

ATTENDANCE SHEET

NAME	ADDRESS	SUBJECT TO SPEAK ON
Jackson Kinney	3368 Isaac Lane Oshkosh	
CHARLES DINKEL	1013 WILDE OAK DR.	
TAM NOEBEL	4705 COUNTY RD E	
Bruce Noebel	4705 County Rd E	
Paul Orser	2580 Claville Rd	
Bob Nardolka	3016 Wylde Oak CT	
Clair Kentopp	2453 Burnwood Dr	
Mark Green	1553 N. Oakwood Rd	
Mark Thompson	3375 Sheppard DR.	
Timothy J. Lake	1410 Valley Rd.	
Joe Averick Kamp	4106 STE Rd 91	
Dewey Nelson	2946 OAKWOOD Ln	
Richard Wollanek	1965 BRINDEN DR	
Kevin Mraz	1240 Pheasant Creek Dr	
Gary Eck	2135 Carlton	
Don Seinfeld	2517 Burnwood Dr	
Ken Meibauer	2997 Claville Rd	
DICK SPANBAUER	3040-5 MELDON DR	
Ken Radloff	2162 JAMES Rd.	
Wes Radloff	2041 JAMES Rd	
Warren Wecht	3137 N Durkee App	

**TOWN OF ALGOMA
WINNEBAGO COUNTY, WISCONSIN
MINUTES FOR PUBLIC HEARING FOR COOPERATIVE BOUNDARY
AGREEMENT
DECEMBER 18, 2003 6:00 PM**

Call To Order

The public hearing was called to order by Atty. Yde at 6:00PM.

Atty. Yde provided background information on events that led up to today's public hearing.

Public Comment

Chuck Dinkel, 1013 Wylde Oak Drive- stated he is against the plan as it in his opinion forces 500 people to annex to the city. He feels incorporating as a village would be more advantageous, as a border agreement may be reversed by the court system at a later time. In his opinion the boundary agreement would inhibit progress and expansion to business parks and business in general.

Joe Averkamp-4102 State Road 91-Does not want to annex to the city, as he feels there is no advantage for him to annex, but as long as he can remain in the town for 15 years prior to annexation is ok with the agreement.

Kevin Mraz, Utility Director Algoma Sanitary District #1- The sanitary district expects that with the approval of this agreement that all parties involved will cooperate and fully support the district with sewer service area expansion up to the documented protected area of this agreement.

Dick Spanbauer, 3040 Sheldon – supports the agreement and feels it is in the best interest for the majority of the town, as it keeps the core of the town intact.

Kevin Radloff, 2162 James Road, land owned in Algoma- 4760 Hwy 91-is against the agreement as in his opinion the residents were not notified, and feels that having a member of the town board on the committee to draw up the agreement was not right. Sessions for structuring of the agreement were not open to the public. He heard about this plan six years ago in the Town of Nekimi. It is his thought that he is the sacrificial lamb of this agreement, and he would like to be compensated accordingly. As the Town of Algoma does not wish to have his property within their borders he would like to have the option of annexing to the Town of Utica or the Town of Omro.

Paul Olson, 2550 Clairville Road- Owns the town's largest industrial tax parcel. He is against the plan as he does not want to pay city taxes or services. Olson feels that the town should develop an industrial base on its own and not allow the city to do so.

Kenneth W. Neubauer, 2997 Clairville Road- Is against the plan as it has cost the town too much money already.

Public Hearing was closed at 6:32PM.

Respectfully submitted,

Betsy A. Kunde, Clerk
Town of Algoma

PUBLIC COMMENT ON TOWN OF ALGOMA-CITY OF OSHKOSH
JOINT COOPERATIVE PLAN

Name: Kenneth W. Neubauer
Address: 2997 Clairville Rd

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF ALGOMA-CITY OF OSHKOSH
JOINT COOPERATIVE PLAN

Name: Paul Ouse
Address: 2532 Clairville W

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF ALGOMA-CITY OF OSHKOSH
JOINT COOPERATIVE PLAN

Name: Kevin Radloff
Address: 2162 James Rd
OSH KOSH

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF ALGOMA-CITY OF OSHKOSH
JOINT COOPERATIVE PLAN

Name: DICK SPANBAUER

Address: _____

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF ALGOMA-CITY OF OSHKOSH
JOINT COOPERATIVE PLAN

Name: Clair Kentopp
Address: 2453 Burnwood Dr

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF ALGOMA-CITY OF OSHKOSH
JOINT COOPERATIVE PLAN

Name: CHUCK DINKEL
Address: 1013 WYLDE DAK DR.

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF ALGOMA-CITY OF OSHKOSH
JOINT COOPERATIVE PLAN

Name: JOE AVERKAMP
Address: 4102 Ste. Rd 911
OSH

I wish to speak.

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF ALGOMA-CITY OF OSHKOSH
JOINT COOPERATIVE PLAN

Name: Bob Nadalska
Address: 301 Maple Oak
Oshkosh

I wish to speak.
MAY 5²

I do not wish to speak.

Comments:

PUBLIC COMMENT ON TOWN OF ALGOMA-CITY OF OSHKOSH
JOINT COOPERATIVE PLAN

Name: Kevin Mraz
Address: 1242 Pleasant Creek Drive
OSHKOSH WI 54904

I wish to speak.

I do not wish to speak.

Comments:

3375 Sheppard Drive
Oshkosh, WI 54904

December 31, 2003

Betsy A. Kunde, Clerk
Town of Algoma
15 North Oakwood Road
Oshkosh, WI 54904

Re: Oshkosh / Algoma Cooperative Plan

Dear Betsy:

I strongly support the Cooperative Plan. I do have some concerns. The first is with the first sentence of the last paragraph of Section 4.04 on page 6. There are existing parcels in the expansion area that are in the Algoma Sanitary District and will continue to be served by the Algoma Sanitary District #1. There are also areas now in the City of Oshkosh that are being served by Algoma Sanitary District #1. These were part of the Sanitary District prior to previous annexations. I question how these areas would be affected by this sentence. For example, would properties fronting on Emmers Lane need to be detached from the Sanitary District and would a new pipe have to be put in to be serviced by the City?

As previous annexations have occurred along streets such as 9th Avenue, the City has left all or part of 9th Avenue as a corridor to avoid creating islands. Most of the development on both sides of 9th Avenue from Oakwood Road west to Linden Oaks is in this situation. There are also areas such as Washburn Street north of 20th Street (GTHK) that have recently been paved by the Town. The City now plows that portion. This area will become part of the City in ten (10) years. Maryden Road is a very short street whose primary function will be to serve a large development that is taking place within the City. I feel that these streets, and others, should be maintained by the City. This could probably be accomplished either by agreement or annexation of the rights-of-way.

Enclosed is a listing of locations that I understand the City would entertain annexing. I agree with these. I would add Maryden Road.

The Algoma Fire Department has jurisdiction over portions of Highway 41 from the center of the Butte des Morts Bridge south to STH 44. Most of the frontage from STH 21 south.

Betsy A. Kunde, Clerk
Town of Algoma
December 31, 2003
Page 2

will be in the City in the future. I believe that the reality is that the City of Oshkosh possesses superior heavy rescue equipment that can better serve the needs of Highway 41. I believe the agreement should give the City of Oshkosh Fire and Rescue jurisdiction over this highway.

There has been considerable discussion over the years regarding the extension of Leonard Road south to meet up with Clairville Road. In fact, the City and the Town worked together so that the City, at the Town's request, official mapped either an 80' or 100' right-of-way for this road extension. There has been recent discussion by DOT and others of the possibility of moving such a road to the Algoma/Omro Town Line. I feel that this agreement should recite the intention to extend Leonard Road southerly as a four (4) lane road.

Sincerely yours,



Mark Thompson
Supervisor, Town of Algoma

cc: Attorney Richard Yde

Jackson- These are locations that I noticed with a quick review of the map

Locations East of Hwy 41

Waukau Ave (East & West of Oregon Street)
Hughes Street (North of Waukau Ave)
Ripon Lane
South Park Ave (Ripon Lane to Washburn St.)
Poberezny Road (North of Waukau Ave)

Locations West of Hwy 41

20th Ave (Washburn St to Hwy 41)
Washburn St (North of 20th Ave)
Oakwood Road (Village Lane to Killarney Ct.)
Homestead Drive
9th Ave (Fox Fire Drive to Linden Oak Drive)
9th Ave (Graceland Dr. to Greenfield Tr)
Westhaven Drive (Springmill Dr to Patriot Lane)
Washburn St (North of Sawyer Creek)

Let me know if you have any questions Thanks DCP

January 7, 2004

To: Betsy Kunde, Town Clerk
Town of Algoma

I have lived in the Town of Algoma for 25 years and previously in the City of Oshkosh for several years.

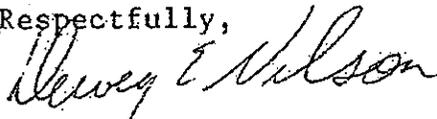
During this time, I have been aware of all the controversies. The main one being the expansion of the City into the Town. Recently, discussions have occurred between the two municipalities on a Boundary Agreement.

I believe it is in the best interest for the Town of Algoma and the City of Oshkosh that the Boundary Agreement be completed.

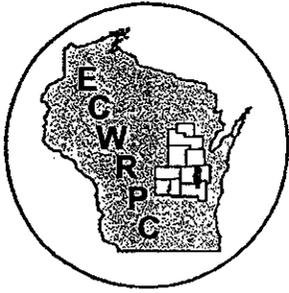
It would be good in the future for both the residents of the Town and the City.

Thank you,

Respectfully,



Dewey E. Nelson



EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

132 Main Street Menasha Wisconsin 54952-3100 (920) 751-4770 Fax (920) 751-4771
Website: www.eastcentralrpc.org Email: staff@eastcentralrpc.org

*An Economic Development District and Metropolitan Planning Organization
Serving the East Central Wisconsin Region for over 30 years*

January 6, 2004

Richard Yde
Stafford Rosenbaum, LLP
3 S. Pinckney Street., Suite 1000
Madison, WI 53701

Dear Mr. Yde:

ECWRPC No. 2003-353

Subject: Clearinghouse Review Comments – Cooperative Plan: Town of Algoma and City of Oshkosh

The East Central Wisconsin Regional Planning Commission, the designated metropolitan clearinghouse for the ten county East Central region, has reviewed the proposed cooperative plan between the City of Oshkosh and Town of Algoma dated November, 2003.

Staff is aware of the long history between the two entities regarding boundary issues and disputes and feels that this agreement will eliminate future problems.

East Central is advisory to the WDNR in all matters pertaining to the development and implementation of the NR-121 based Oshkosh Sewer Service Area (SSA) Plan. To that end, staff has reviewed the agreement in light of the current SSA plan and finds no major concerns with the agreement as it relates to the plan. Staff will be conducting a comprehensive update of the Oshkosh SSA Plan in 2004 and will factor the information provided by the new agreement into the plan development process and re-configuration of the existing SSA and SSA Planning Area boundaries.

If you have any questions, please contact East Central.

Sincerely,

Harlan P. Kiesow
Executive Director

HPK\jwh

Cc: Jackson Kinney, Director of Community Development, City of Oshkosh

JAN 07 2004

Member Counties: Calumet Menominee Outagamie Shawano Waupaca Waushara Winnebago

Exhibit I
Intergovernmental Boundary Agreement

EXHIBIT I

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF OSHKOSH AND THE TOWN OF ALGOMA

The Parties to this Agreement are the City of Oshkosh ("City") and the Town of Algoma ("Town"); both located in Winnebago County, Wisconsin.

RECITALS

- A. The City and Town share a common border on the City's west side and the Town's east side.
- B. The City and Town have a history of disputes regarding their border including litigation over annexations from the Town to the City.
- C. Recent developments, including a citizen-initiated effort to incorporate the Town, have caused the City and Town to explore reaching an agreement to secure long-range benefits for both Parties and their citizens.
- D. The petition to incorporate the Town is pending before the State of Wisconsin Department of Administration.
- E. The City's long term growth and development plans envision continued westward development in a logical and well-planned fashion.
- F. The Town desires to protect, indefinitely, the integrity of its territory within certain boundaries.
- G. The Town desires to protect lands from being annexed against the owners' wishes for an extended period of time.
- H. The City and Town both desire that a Transition Area be established so that the eventual City-Town border is well-planned, with compatible development on both sides.
- I. To attain the objectives of both the City and Town and to provide for mutual peace and cooperation beneficial to citizens in both communities, the City and Town desire to enter into this new Intergovernmental Agreement.

AGREEMENT

Therefore, in accordance with the authority granted them under the Wisconsin statutes and for their mutual benefit and in the public interest, the Parties agree as follows:

1. *Establishment of Protected Area.* Lands within the Town are divided into a Protected Area and an Expansion Area as shown on Exhibits A and B attached hereto.
2. *Protected Area.* Within the Protected Area,
 - a. The City shall not annex any lands unless such annexation is approved by a four-fifths (4/5) majority of the entire Town Board.
 - b. Except as otherwise specifically provided in this Agreement, the City shall exercise no extraterritorial jurisdiction. The limitation on the City's exercise of extraterritorial jurisdiction includes, but is not limited to, zoning, land division, and official mapping.
 - c. The City and the Town shall consult with each other concerning a new north-south arterial on or near Clairville Road.
 - d. The City shall not object to nor interfere with applications by the Algoma Sanitary District ("District") to expand its boundaries or extend its sewer service area.
3. *Expansion Area.* Within the Expansion Area,
 - a. All lands within Zone A as shown on Exhibit A (east of U.S. Highway 41) shall attach to the City as of March 1, 2013.
 - b. All lands in Zone B as shown on Exhibit A shall attach to the City as of March 1, 2018.
 - c. All lands in Zone C as shown on Exhibit A (east of Clairville Road) shall attach to the City as of March 1, 2023.
 - d. All lands in Zone D as shown on Exhibit A (west of Clairville Road) shall attach to the City as of March 1, 2043.
 - e. Lands may be annexed to the City prior to the above dates only upon the unanimous consent of the owners of the lands, exclusive of any right-of-way that may be annexed. Such annexations need not be contiguous to the City and may create town or city islands. Such annexations shall include the entire width of highway rights of way abutting the lands

EXHIBIT I

annexed. The Town shall not oppose, nor support opposition to, annexations consistent with the terms of this Agreement.

- f. The Town consents to the construction of City utilities in Town rights of way and easements as necessary to serve annexed lands subject to the City's obligations (i) to maintain access to Town territory, (ii) not to interfere with Town utilities, and (iii) to restore the right of way or easement in accordance with commonly accepted practices.
- g. The Town will not interfere with or object to City applications to extend its sewer service area consistent with this Agreement.
- h. The City shall provide sanitary sewer, storm sewer and water services to lands prior to annexation or attachment on the same extension, cost and payment terms as those generally applicable to similarly situated lands within the City, provided: (1) such services could be made available to such lands if they were within the City; and (2) the owners of such lands unanimously agree to annexation or attachment to the City effective 5 years after the service is available. Lands under such agreements shall be attached to the City pursuant to this Agreement and shall be subject to City zoning and land use regulation pending the attachment.
- i. The City shall be responsible for all actions necessary to accomplish annexations or attachments as provided herein.

4. *Land Use and Zoning.*

- a. Consistent with Sec. 62.23(7a), Wis. Stats. (1999-2000), the City and the Town shall establish an extraterritorial zoning committee ("EZC"), which shall exercise such power and authority as contained therein, within the Expansion Area of the Town except as provided in section 3h.
- b. A Buffer Zone is established as shown on Exhibit B. Allowable uses within the Buffer Zone shall be limited to those set forth in Exhibit C. Additional uses shall not be permitted unless approved by the EZC, as provided in Sec. 62.23(7a), Wis. Stats.
- c. The EZC shall also have jurisdiction within the Buffer Zone for the purposes of section 4b.

5. *Services and Utilities.*

- a. Commencing on the first day of the next month starting at least thirty (30) days after a written request from the Town to the City Manager, the City shall provide emergency ambulance services throughout the Town on the same terms under which the City currently provides such services to a portion of the Town.
- b. The District shall continue to own and operate the portions of the sanitary sewer system within the Town for the term of this Agreement regardless of what portion of the patrons of the system is in the City. To the extent supplemental agreements are necessary to implement the terms of this paragraph, the City shall cooperate with the District to enter into such agreements on terms that are fair to both.

6. *Cooperative Plan.* The Town and the City shall fully participate in the preparation of a cooperative plan and seek approval thereof under sec. 66.0307, Stats.

- a. The resolution by which each Party approves this Agreement shall authorize participation in the preparation of a plan as provided in sec. 66.0307(4)(a), Stats., and the clerk of each Party shall give notice of such resolution as required by sec. 66.0307(4)(a), Stats.
- b. Any failure to comply with paragraph a may be cured by adopting a new resolution and giving notice as provided in sec. 66.0307(4)(a), Stats., not later than 45 days after the date of commencement of the term of this Agreement.
- c. To the extent it is determined not to be contrary to the public interest after the hearings, comments and review by the Department of Administration required by sec. 66.0307(4) and (5), Stats., the cooperative plan shall incorporate the terms of this Agreement except as otherwise provided in this section.
- d. The cooperative plan shall permit attachment of territory by ordinance adopted by a simple majority of the City's Common Council in place of annexation under section 3.e of this Agreement upon the written request or agreement of the owner or owners of the parcel attached and notice to the Town.
- e. The cooperative plan shall permit the attachment of territory to the City under section 3.a, b, c, or d of this Agreement by adoption of an ordinance by a simple majority of the City's Common Council.

EXHIBIT I

- f. The cooperative plan shall provide that no part of the Town may be incorporated prior to March 1, 2008.
- g. The Town and the City shall fully cooperate to complete the preparation of the cooperative plan and submit it to the Department of Administration for final approval as soon as reasonably possible after the effective date of this Agreement.
- h. Once approved, the cooperative plan shall govern without respect to subsequent changes in statutory law.

7. *Incorporation Petitions.*

- a. The Town and the City shall jointly request the Department of Administration and the Circuit Court to suspend all proceedings related to the currently pending petition to incorporate a part of the Town while they seek approval of the cooperative plan from the Department of Administration.
- b. Within 30 days after final approval of the cooperative plan under sec. 6.g, the Town shall request the Court and the Department of Administration to dismiss the currently pending incorporation petition. For purposes of this section, final approval means that the Department of Administration has issued its approval under Wis. Stat. sec. 66.0307(5) and either the time for judicial challenge of the approval has elapsed without challenge or the approval has been upheld by the courts and the time for further appeal has elapsed.
- c. Pending final approval of the cooperative plan, the Town shall not support in any way any effort to incorporate any part of the Town.
- d. Pending final approval of the cooperative plan, the City may annex any part of the area subject to the pending incorporation petition with majority Town Board approval, consistent with Chapter 66 of the Wisconsin Statutes. The Town and the City shall sign and file with the circuit court a stipulation deleting such territory from the legal description accompanying the incorporation petition.
- e. If the cooperative plan does not receive approval from the Department of Administration under Wis. Stat. sec. 66.0307(5) by February 28, 2005, or such later date as mutually agreed in writing by the Parties, or if the approval is reversed by the courts and no further appeal or proceeding is possible to have the approval reinstated, then this Agreement shall terminate and the pending incorporation petition may proceed with the Town's support.

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8. *Term.* This Agreement shall commence upon being signed by the Parties and shall terminate at 11:59 p.m. on February 28, 2063, unless extended by mutual agreement. No later than March 1, 2053, the Parties shall meet and confer to extend this agreement on such terms and conditions as the Parties may then agree. Failure to agree on extension shall not be considered a breach or dispute subject to resolution under section 10.
9. *Challenge to Agreement.*
 - a. The Parties waive all rights to challenge the validity or enforceability of this Agreement or any of its provisions or to challenge any actions taken pursuant to or in accordance with this Agreement.
 - b. In the event of a court action by a third party challenging the validity or enforceability of the Agreement or any of its provisions, the Parties shall fully cooperate to vigorously defend the Agreement.
 - (1) If only one Party is named as a party to the action the other Party shall seek to intervene and the named Party shall support such intervention.
 - (2) No settlement of such an action shall be permitted without the approval of the governing bodies of the Parties.
 - (3) The workload to defend the Agreement shall be shared equally.
 - c. A challenge to the Agreement by one of the Parties or a failure to vigorously defend the Agreement constitutes a breach of the Agreement.
10. *Dispute Resolution.* In the event of a breach of this Agreement or a dispute between the Parties involving the application, interpretation or enforcement of this Agreement,
 - a. The Parties shall meet to seek a resolution within 10 days following written notice by one Party to the other Party of the breach or dispute.
 - b. If the issue is not resolved at such meeting or at an extension thereof mutually agreed to by the Parties, either Party may demand mediation. The Parties shall submit to mediation if demanded by either Party.
 - (1) If the Parties cannot agree on a mediator within five (5) days after the demand for mediation, either Party may request appointment of a qualified mediator by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.

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- (2) The mediation session must take place within thirty (30) days of the appointment of the mediator.
 - (3) Each Party must designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (4) Each Party must provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least ten (10) days prior to the scheduled mediation session. The Parties must also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require any Party to supplement such information.
 - (5) The mediator does not have authority to impose a settlement upon the Parties, but will attempt to help the Parties resolve their dispute. The mediation sessions shall be private. The Parties and their representatives may attend the mediation sessions.
 - (6) The cost of the mediator shall be borne equally by the Parties.
 - (7) The Parties shall maintain the confidentiality of the mediation and may not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding (i) views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute; (ii) admissions made by the other Party in the course of the mediation proceedings; (iii) proposals made or views expressed by the mediator; or (iv) the fact that the other Party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- c. In the event the issue is not resolved as a result of the meeting or mediation as provided in paragraphs a and b, the matter shall be submitted to binding arbitration upon written demand by either Party to the other with notice to the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration of such demand. The arbitration shall be performed by a person designated by the Director in accordance with such rules and procedures such person may specify, subject to the terms of this Agreement. In the event the Director does not appoint an arbitrator within 30 days of the Director's receipt of a written request to do so, then:
- (1) The arbitration must be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration ("Rules"), except as such Rules may be modified by this Agreement.

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- (2) A Party desiring to submit a dispute to arbitration hereunder must file a Demand for Arbitration ("Demand") with the AAA at its office in Chicago, Illinois. A copy of such Demand must be sent to the other Party at the same time. The arbitration proceeding must be conducted by a panel of three (3) arbitrators selected from a list of qualified arbitrators supplied by the AAA. The arbitrators must be selected as follows: Within ten (10) days after filing, each Party shall appoint one (1) arbitrator Within ten (10) days after they are chosen; the two (2) arbitrators shall choose a third arbitrator who acts as chairperson of the arbitration proceedings. If the two (2) arbitrators are unable to agree upon a third arbitrator within ten (10) days, then the third arbitrator shall be appointed by the AAA. The arbitrators in the arbitration proceeding must be individuals with the necessary expertise and competency to pass on the matters presented for arbitration, but said arbitrators may have no interest in or prior connection with any Party.
- (3) Following the appointment of the arbitrators, each Party has the right to mail to any other Party (with a copy to the arbitrators) a written request for the production of certain identified documents or of all documents in possession of the other Party relevant to any claims or counterclaims in the arbitration. Within 10 days of receipt of any such request, the receiving Party must respond to such request but may object to all or part of said request (with a copy to the arbitrators), on the ground that it is unduly burdensome, that the documents requested are irrelevant or privileged, or that such documents are equally available to the requesting Party. The arbitrators will rule on the validity of any such objection and the Parties must produce documents in accordance with the ruling.
- (4) The site of the arbitration shall be in Winnebago County, Wisconsin, unless otherwise agreed to by the Parties. The Parties must diligently and expeditiously proceed with arbitration. Upon the conclusion of any hearing, the Parties shall have 30 days to submit written briefs in support of their respective positions. The arbitrators must make an award within 45 days after the filing of such briefs, subject to any reasonable delay due to unforeseen circumstances.
- (5) Except to the extent the Parties' remedies may be limited by the terms of this Agreement, the arbitrators are empowered to award any remedy available under the laws of the State of Wisconsin including, but not limited to, monetary damages, and specific performance. The arbitrators have no authority to award punitive or other damages not measured by the prevailing Party's actual damages and may not, in any event, make any ruling, finding, or

EXHIBIT I

award that does not conform to the terms and conditions of this Agreement. The award of the arbitrators must be in writing with a statement of reasons for such award and signed by the arbitrators. A written decision of a majority of the arbitrators is binding upon the Parties. An award rendered by the arbitrators in an individual or consolidated arbitration may be entered in any court having jurisdiction thereof.

- (6) The arbitrators' authority is limited solely to resolving disputes under this Agreement.
 - (7) The pendency of any arbitration hereunder does not relieve either Party of any of its obligations under this Agreement.
 - (8) The Parties shall share equally the fees and expenses of the arbitrators as well as all fees imposed by the AAA including, but not limited to, transcripts, hearing room rentals, and administrative costs. Each Party to the arbitration proceeding is responsible for its own costs and legal fees, if any, except that the arbitrators are empowered to award such costs and fees against a Party who prosecutes or defends an arbitration hereunder in bad faith or as otherwise provided in section 11.b.
- d. Paragraphs a, b, and c of this section shall be the exclusive method of resolving the issues specified in the introduction to this section and both Parties waive their rights under sec. 893.80, Stats., and their rights to seek remedies in court as to such issues except that the prohibition on court actions shall not apply to
- (1) Actions to enforce an arbitration award under c;
 - (2) Actions for injunctive relief necessary to protect the public health, safety or welfare during the dispute resolution process;
 - (3) Disputes involving a necessary third party who refuses to consent to arbitration as provided above; or
 - (4) Disputes involving a necessary third party when the Municipal Boundary Review Director fails to appoint an arbitrator.
- e. In the event any of the entities designated to perform mediation or arbitration services under this section ceases to exist or for some other reason cannot or does not perform said services, the Parties shall use their best efforts to agree on a substitute to perform the services.

11. *Remedies.* In the event of a breach of this Agreement,

EXHIBIT I

- a. Except as limited by sec. 10 above, either Party may seek declaratory judgment or specific performance of this Agreement by court action in addition to any other remedies available at law or in equity. No Party shall challenge the standing of the other in such an action.
 - b. The breaching Party shall pay the other Party's attorney fees reasonably incurred in seeking remedies for the breach provided that the breaching party has been given notice and a reasonable opportunity to cure the breach prior to commencement of any proceedings for a remedy. Following the dispute resolution procedure outlined in section 10 a and b constitutes sufficient notice and reasonable opportunity to cure under this paragraph.
12. *Binding Effect.* This Agreement shall bind, and accrue to the benefit of, all successors of the Parties, whether one or more. For example, if a part of the Town should be incorporated, both the incorporated and unincorporated entities would be considered to be Parties bound by the terms of the Agreement. Except as to the rights of owners of land currently in the Town as expressly set forth herein, and except as to the provisions for the benefit of the District as expressly set forth in sections 2.d. and 5.b., this Agreement is for the exclusive benefit of the Parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy or claim to any other person or entity.
 13. *Recording.* A notice of this Agreement may be recorded by any Party.
 14. *Entire Agreement.* This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements and writings are specifically superseded by this Agreement. This Agreement represents the mutual intent of the Parties and the fact that one or more of its provisions was drafted by one Party or the other shall not be construed to the benefit or detriment of any Party.
 15. *Authority.* Each Party represents that it has the authority to enter into this Intergovernmental Agreement and that all necessary procedures have been followed to authorize the Agreement. Copies of the resolutions of the City's Common Council, and the Town's Board authorizing this Agreement are attached. Each person signing this Agreement represents and warrants that he or she has been duly authorized to do so.
 16. *Counterparts.* This Agreement may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original.

Dated this 11th day of March 2003.

TOWN OF ALGOMA

By: Richard J. Spangbauer
Richard Spangbauer, Town Chairperson

By: Betsy A. Kuhde
Betsy Kuhde, Town Clerk

Approved as to Form:

By: Robert C. Wertsch
Robert C. Wertsch, Town Attorney

Dated this 11th day of March 2003.

CITY OF OSHKOSH

By: Richard A. Wollangk
Richard A. Wollangk, City Manager

By: Pamela R. Ubrig
Pamela R. Ubrig, City Clerk

Approved as to Form:

By: Warren P. Kraft
Warren P. Kraft, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF OSHKOSH AND THE TOWN OF BLACK WOLF
TO PROVIDE FOR ORDERLY GROWTH AND DEVELOPMENT
WITHIN AGREED-UPON MUNICIPAL BOUNDARIES**

Agreement effective as indicated herein by and between the **City of Oshkosh** ("City"), and the **Town of Black Wolf** ("Town").

**ARTICLE I
PURPOSE OF AGREEMENT**

- 1.1 Purpose. The purpose of this Agreement is to set forth the procedures, terms and conditions by which the parties wish to achieve the following mutual goals pursuant to Wis. Stat. §§ 66.1001, 66.0301 and 66.0307:
- (A) Orderly, planned growth for the City and the Town and the provision of appropriate, cost-effective municipal services for such development;
 - (B) Orderly boundaries between the City and the Town, promoting cost-effective provision of services and more efficient operation of all units of government;
 - (C) Continual City growth to provide the City with an ever-renewing and expanding tax base and a pool of citizen leadership;
 - (D) Continual development for the Town to replace tax base lost to the City by reason of annexations or attachments so that the Town may also have an ever-renewing and expanding tax base and a pool of citizen leadership;
 - (E) Prevention of unplanned development leading to sprawl, and the protection of the area's natural resources, including its lakes, streams, rivers, wetlands, woodlands and prime agricultural land; and
 - (F) Promotion of quality development in the City and the Town.

**ARTICLE II
AREA GROWTH DELINEATIONS**

- 2.1 Introduction. The parties intend to identify and accept three geographical delineations, as follows:
- (A) Black Wolf Protected Area. The Black Wolf Protected Area (sometimes referred to as "BPA") is an area from which the City agrees not to annex or attach territory during the term of this Agreement. The BPA is delineated in the attached map, which is identified as Exhibit 1 and which is incorporated by reference. Additional provisions relating to the BPA are identified in Section 2.2, below.

- (B) City Expansion Area. The City Expansion Area (sometimes referred to as “CEA”) is an area that the parties expect to be developed for urban uses within the City during the term of this Agreement. The CEA is delineated in the attached map, which is identified as Exhibit 1 and which is incorporated by reference. Additional provisions relating to the CEA are identified in Section 2.3, below.
- (C) Rural Preservation Area. The Rural Preservation Area (sometimes referred to as “RPA”) is an area that the parties expect will remain primarily rural and agriculturally oriented during the term of this Agreement. The RPA is delineated in the attached map, which is identified as Exhibit 1 and which is incorporated by reference. Additional provisions relating to the CEA are identified in Section 2.4, below.

2.2 Black Wolf Protected Area. The parties acknowledge that the territory in the Black Wolf Protected Area will be developed and will remain in the Town during the term of this Agreement. The following additional provisions shall apply to the BPA:

- (A) The City will not annex any land from the BPA without the Town’s prior written consent. A written request for consent will be submitted to the Town upon receipt of an annexation petition. The Town will respond in writing to such request within 45 days. Failure to respond within said 45 days shall be deemed a denial of the request. The Town reserves all legislative prerogative in deciding whether it wishes to allow the annexation and, to that extent, all rights are reserved.
- (B) The Town reserves the right to permit unsewered development on lands within the BPA, provided the development is consistent with the Town’s comprehensive plan. To the extent that the City has jurisdiction to review or approve any land division within the BPA, the City shall provide timely approval of said land division without conditioning its consent on the execution of an attachment agreement.
- (C) In consideration for the rights and privileges granted to the City by the Town under this Agreement, the City agrees that it shall not adopt or exercise extraterritorial zoning and plat approval jurisdiction applicable to the BPA.

2.3 City Expansion Area. The parties acknowledge that the territory within the City Expansion Area is likely to be developed with comprehensive urban services, including, but not limited to, sanitary sewers and water in conformance with the City’s comprehensive plan. The following additional provisions shall apply to the City Expansion Area:

- (A) Lands may be annexed to the City only upon the unanimous consent of the owners of the lands, exclusive of any right-of-way that may be annexed. Such annexations need not be contiguous to the City and may create town or city islands. Such annexations shall include the entire width of highway rights of way abutting the lands annexed. The Town shall not oppose, or support opposition to, annexation consistent with the terms of this Agreement.

- (B) The parties acknowledge and agree that any area that, on the effective date of this Agreement or during the term of this Agreement, becomes a functional town island shall be annexed or attached to the City within sixty (60) months, except as otherwise provided in subsection 2.3(C), below. The Town shall cooperate with the City on the annexation or attachment of the relevant area. For the purposes of this Agreement, a 'functional town island' occurs when either man-made or natural barriers, employed in conjunction with City corporate boundaries, isolate a portion of the Town. In determining whether an area is sufficiently isolated so as to constitute a 'functional town island,' the parties shall consider: (i) the extent to which lakes, rivers and political boundaries isolate the area from the balance of the Town, (ii) the extent to which natural borders and political boundaries of the City isolate the area from the balance of the Town, or (iii) the extent to which, for all practical purposes, the area is cut off from the remainder of the Town. Following annexation, properties shall be required to connect to the City's municipal sewer system within one (1) year, except that connection to the City municipal sewer system may be delayed for a period not to exceed sixty (60) months if the property owner provides a current evaluation of the existing private sanitary system performed by a Licensed Plumber.
- (C) Once seventy (70%) percent or more of the land in a Town Section which has been designated as City Expansion Area has been annexed or attached to the City, the remaining land within the Town Section that has been designated as City Expansion Area shall attach to the City within seven (7) years; provided, however, that once 70% or more of the land within Town Section 1 has been annexed or attached to the City, the remaining land within this Section shall attach to the City within ten (10) years. Following annexation, properties shall be required to connect to the City's municipal sewer system within one (1) year, except that connection to the City municipal sewer system may be delayed for a period not to exceed sixty (60) months if the property owner provides a current evaluation of the existing private sanitary system performed by a Licensed Plumber.
- (D) The Town shall consent to the construction of City utilities in Town rights of way and easements as necessary to serve annexed lands subject to the City's obligations (i) to maintain access to Town territory, and (ii) to restore the right of way or easement in accordance with commonly accepted practices.
- (E) When a new road is proposed by the City to be built on land located in the CEA, the parties will discuss the exact location of the road in order to avoid jurisdictional confusion over the provision of governmental services. The City must obtain the Town's prior written consent for new roads to be built on land located in the CEA, but such consent shall not be unreasonably withheld. The City must obtain the Town's prior written consent before the Town is financially obligated to pay for any portion of the construction or reconstruction of a road project initiated by the City, with such consent at the Town's legislative discretion.
- (F) The Town will not interfere with or object to City applications to extend its sewer service area consistent with this Agreement.

- (G) When requests are made for approval of any certified survey map, plat, or initiation of development activities that will result in the creation of any non-rural, non-agricultural use, where the certified survey map, plat, or development activity does not include an annexation or attachment to the City, the following standards shall apply:
- (i) An attachment agreement is executed with the City, which requires the property owner and successor owners to annex and/or attach the affected parcel(s) when the parcel(s) become contiguous with the City. The annexation and/or attachment agreement shall also provide provisions for necessary easements, which the City determines, may be required for the future extension of utilities to the relevant parcel(s) and development area.
 - (ii) The property owner and/or developer prepares and submits to the City a master development plan for the Town Section within which the certified survey map, plat, or development activity is proposed, and a finding is made by the City that the certified survey map, plat, or development activity is consistent with the City's adopted Comprehensive Plan, or can be made consistent with the addition of appropriate conditions, including conditions relative to the installation of public improvements. The City may waive the master development plan requirement based on the size and scope of the proposal.
 - (iii) The certified survey map, plat, and development activity must be served by a publicly dedicated road built in accordance with the City's Subdivision Regulations, unless said requirement is waived and/or modified by the City.
 - (iv) The maximum lot size of residential parcels shall not exceed two (2) acres, and they must be designed in such a manner that future land divisions may be possible relative to creating additional residential building site(s), unless said requirement is waived and/or modified by the City.
- (H) The Town will not rezone land located in the CEA without first obtaining the City's consent to the rezoning, which consent may not be withheld if the proposed rezoning is consistent with the terms of this Agreement and the provisions of the City's adopted Comprehensive Plan.

2.4 Rural Preservation Area. The parties acknowledge that the majority of land within the Rural Preservation Area is likely not to be developed to urban densities within the term of this Agreement. Nevertheless, the parties agree to the following provisions applicable to the RPA:

- (A) Lands may be annexed to the City only upon the unanimous consent of the owners of the lands, exclusive of any right-of-way that may be annexed. Such annexations need not be contiguous to the City and may create Town or City islands. Such annexations shall include the entire width of highway rights of way abutting the lands annexed. The Town shall not oppose, or support opposition to, annexation consistent with the terms of this Agreement.

- (B) The parties acknowledge and agree that any area that, on the effective date of this Agreement or during the term of this Agreement, becomes a functional town island shall be annexed or attached to the City within sixty (60) months. The Town shall cooperate with the City on the annexation or attachment of the relevant area. For the purposes of this Agreement, a 'functional town island' occurs when either man-made or natural barriers, employed in conjunction with City corporate boundaries, isolate a portion of the Town. In determining whether an area is sufficiently isolated so as to constitute a 'functional town island,' the parties shall consider: (i) the extent to which lakes, rivers and political boundaries isolate the area from the balance of the Town, (ii) the extent to which natural borders and political boundaries of the City isolate the area from the balance of the Town, or (iii) the extent to which, for all practical purposes, the area is cut off from the remainder of the Town.
- (C) The Town shall consent to the construction of City utilities in Town rights of way and easements as necessary to serve annexed lands subject to the City's obligations (i) to maintain access to Town territory, and (ii) to restore the right of way or easement in accordance with commonly accepted practices.
- (D) When a new road is proposed by the City to be built on land located in the RPA, the parties will discuss the exact location of the road in order to avoid jurisdictional confusion over the provision of governmental services. The City must obtain the Town's prior written consent for new roads to be built on land located in the RPA, but such consent shall not be unreasonably withheld. The City must obtain the Town's prior written consent before the Town is financially obligated to pay for any portion of the construction or reconstruction of a road project initiated by the City, with such consent at the Town's legislative discretion.
- (E) The Town will not interfere with or object to City applications to extend its sewer service area consistent with this Agreement.
- (F) When requests are made for approval of any certified survey map, plat, or the initiation of development activities that will result in the creation of any non-rural, non-agricultural use, where the certified survey map, plat, or development activity does not include an annexation or attachment to the City, the following standards shall apply:
- (i) A maximum of twenty-eight (28) non-rural, non-agricultural residential dwellings are permitted within each Town Section, provided, however, that not fewer than ten (10) additional non-rural, non-agricultural residential dwellings will be permitted in each Town Section regardless of the number of non-rural, non-agricultural residential dwellings in existence on the date of this Agreement.
 - (ii) To promote greater flexibility in lot design and to conserve the natural environment and features the use of conservation-based subdivisions shall be permitted. The use of conservation-based subdivisions and minimum lot size requirements may be waived under the following criteria:

- a. The average density of the development does not exceed the number of non-rural, non-agricultural dwellings permitted within the Town Section under (i) above.
 - b. Each lot meets the requirements for on-site sewage treatment and private water wells, whether through private on-site sewage treatment and private water wells or through joint/community on-site sewage treatment and joint/community private water wells.
 - c. The proposed lot layout for the overall parcel locates structures on building sites that have the least impact on environmentally sensitive areas and are less well suited for farming and agricultural uses.
 - d. The conservation area be placed in a conservation easement for the term of this Agreement.
 - e. The proposed lot layout for the overall development provides for future efficient re-subdividing for urban densities and the cost effective and orderly extension of public streets and utilities. All lots will be required to illustrate on the plat or CSM how each lot in the subdivision can be re-subdivided and all lots will be required to illustrate on the plat or CSM building envelopes that will be protected from future development that would impair the ability to re-subdivide or to provide public services.
- (iii) Except as otherwise provided for conservation subdivisions, the minimum lot size of residential parcels shall be five (5) acres, and they must be designed in such a manner that future land divisions may be possible relative to creating additional residential building site(s), unless said requirement is waived and/or modified by the City.
- (iv) Commercial and light industrial development may be permitted, subject to the review and approval of development proposals by the City, a finding that any such proposed development is and/or will be deemed compatible with the City's and the Town's Comprehensive Plans, and an attachment agreement is executed with the City which requires the property owner and successor owners to annex and/or attach the affected parcel(s) within sixty (60) months of the date when the parcel(s) become contiguous with the City. The annexation and/or attachment agreement shall also provide provisions for necessary easements, which the City determines, may be required for the future extension of utilities to the relevant parcel(s) and development area. If the City's and the Town's respective Comprehensive Plans are inconsistent with regard to the proposed development, the parties agree to meet for the purpose of attempting to reconcile the inconsistencies, either through amendments to the Comprehensive Plans or by other mutually agreed upon means.

ARTICLE III

COOPERATION WITH GOVERNMENTAL AGENCIES

- 3.1 Advancement of Mutual Interests. The parties acknowledge that in order to effectively implement this Agreement, it may be necessary to obtain the cooperation and approval of other governmental agencies, including, but not limited to, East Central Wisconsin Regional Planning Commission, the Wisconsin Department of Natural Resources, the Wisconsin Department of Transportation, the Wisconsin Department of Administration and Winnebago County. In all matters necessary to implement this Agreement, the parties agree to seek the cooperation and approval of the relevant agency. To the extent practicable, the parties will, where necessary, submit a single, joint request or other appropriate document requesting the approval.

ARTICLE IV DISPUTE RESOLUTION

- 4.1 Dispute Resolution. All disputes over the interpretation or application of this Agreement shall be resolved according to the following dispute resolution procedures:
- (A) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
- (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
 - (iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - (iv) In the event that a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 10 days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.

- (v) The mediator does not have authority to impose a settlement upon the parties but will attempt to help the parties reach a satisfactory resolution of their dispute. To the extent authorized by law, the mediation session(s) are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of the mediation proceedings.
- (vi) The expenses of a mediator, if any, shall be borne equally by the parties.
- (B) If unresolved after (a) above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request a 5-person panel list from the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or his successor. Each party will have two strikes from the 5-person panel. The parties may agree to an alternative method for the selection of the single arbitrator.
- (C) The City and the Town will be responsible for the fees of their own arbitrator and will equally divide the fees of the third arbitrator, as well as the costs of court reporters, if any. The City and the Town will be responsible for their own attorneys' fees and expert fees.
- (D) The arbitration panel shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the panel is final and binding, and shall be enforceable at law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.
- (E) The parties agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings within such periods shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

ARTICLE V

MISCELLANEOUS PROVISIONS

- 5.1 Amendments. This Agreement may be amended, from time to time, by mutual consent of all parties hereto. Any party wishing to propose such an amendment will give written notice to all other parties. The notice will identify the proposed amendment and the reasons supporting such amendment. Within 30 days after receipt of the notice, the parties will meet to discuss and, if necessary, negotiate the proposed amendment. If, after 90 days, the parties are unable to agree upon and approve the proposed amendment, it shall be automatically deemed to have been withdrawn and shall not thereafter be proposed for a period of 2 years after the date of the initial notice, unless a majority of the parties jointly re-submit it for consideration.
- 5.2 Notices. All notices required under this Agreement must be served, either personally or by certified mail, upon the parties' respective municipal clerks. A copy of the notices shall also be mailed via regular U.S. mail to the Town Chairperson and City Mayor. Any action taken by a party in violation of the relevant notice requirements is voidable unless, under the facts of the particular case, the public interest outweighs strict enforcement of the notice requirement.
- 5.3 Enforceability. The parties have entered into this Agreement under the authority of Wis. Stats. §§ 66.1001, 66.0301 and 66.0307. Its enforceability will not be affected by statutory amendments, changes in the forms of City or Town government, or changes in elected officials. The parties agree that this Agreement be construed so as to be binding on their respective successors, agents and employees.
- 5.4 Complete Agreement. This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede all prior agreements or municipal policies to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein. This Agreement may be filed with the Register of Deeds of Winnebago County. This Agreement may be used in litigation and may be introduced into evidence by either party without objection in any action to enforce the terms of this Agreement.
- 5.5 No Waiver. The failure of any party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the party waiving the right. If an obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that did not sign the waiver or release.

- 5.6 Term of Agreement. The initial term of this Agreement shall be 40 years from the date of the last signature. No breach or violation of any of the terms of this Agreement shall operate to void or terminate this Agreement, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined, or otherwise remedied by exercise of any lawful, contractual enforcement remedies then available to be utilized by the aggrieved party to enforce the terms of this Agreement. Despite the preceding, this Agreement shall automatically terminate when the parties mutually agree that the purposes recited in Section 1.1, above, are no longer relevant.
- 5.7 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 imposed 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.
- 5.8 No Third Party Beneficiary. This Agreement is intended to be solely between the signatories set forth on the following pages. Nothing in this Agreement grants any third party beneficiary rights to any non-party that may be enforced by any non-party to this Agreement.
- 5.9 Construction. This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.
- 5.10 Non-Severability. The parties acknowledge that the provisions of this Agreement are interconnected. Therefore, if any provision of this Agreement is held invalid, illegal or unenforceable, the entire Agreement will be void if the parties are unable to replace the invalid provision through the process described below.

If any provision of this Agreement is held invalid, illegal or unenforceable, the parties shall make a concerted, good faith effort to substitute a valid and enforceable provision as similar as possible to the provision at issue. If agreement is not reached within 90 days of the adverse determination, the parties shall submit the issue to mediation pursuant to the mediation provisions of Section 5.1(a), above. If unresolved after mediation the Agreement is void.

CITY OF OSHKOSH

The undersigned officers of the City of Oshkosh have executed this Agreement pursuant to a duly adopted Resolution (Res. #08-467) of the Common Council dated December 9, 2008.

By: Mark Rohloff 12/19/08
Mark Rohloff Date
City Manager

Attest Pamela R. Ubrig
Pamela R. Ubrig Date
City Clerk

APPROVED
[Signature]
CITY ATTORNEY
OSHKOSH, WISCONSIN

STATE OF WISCONSIN)
)ss
WINNEBAGO COUNTY)

Personally came before me this 19th day of Dec., 2008, the above-named Mark Rohloff, City Manager and Pamela R. Ubrig, City Clerk, to me known to be said officer(s) who executed the foregoing instrument and acknowledged that they executed the same as such officers by its authority, for the purpose therein contained.

[Signature]
Notary Public, Winnebago County, Wisconsin
My commission is ~~permanent~~/expires: 12-13-09

TOWN OF BLACK WOLF

The undersigned officers of the Town of Black Wolf have executed this Agreement pursuant to a duly adopted Resolution (Res. # 2-2008) of the Town Board dated SEPT. 15, 2008.

By: [Signature] 3-9-09
Frank Frassetto Date
Chairperson

Attest [Signature] 1-15-09
Ellen Chmielewski Date
Town Clerk

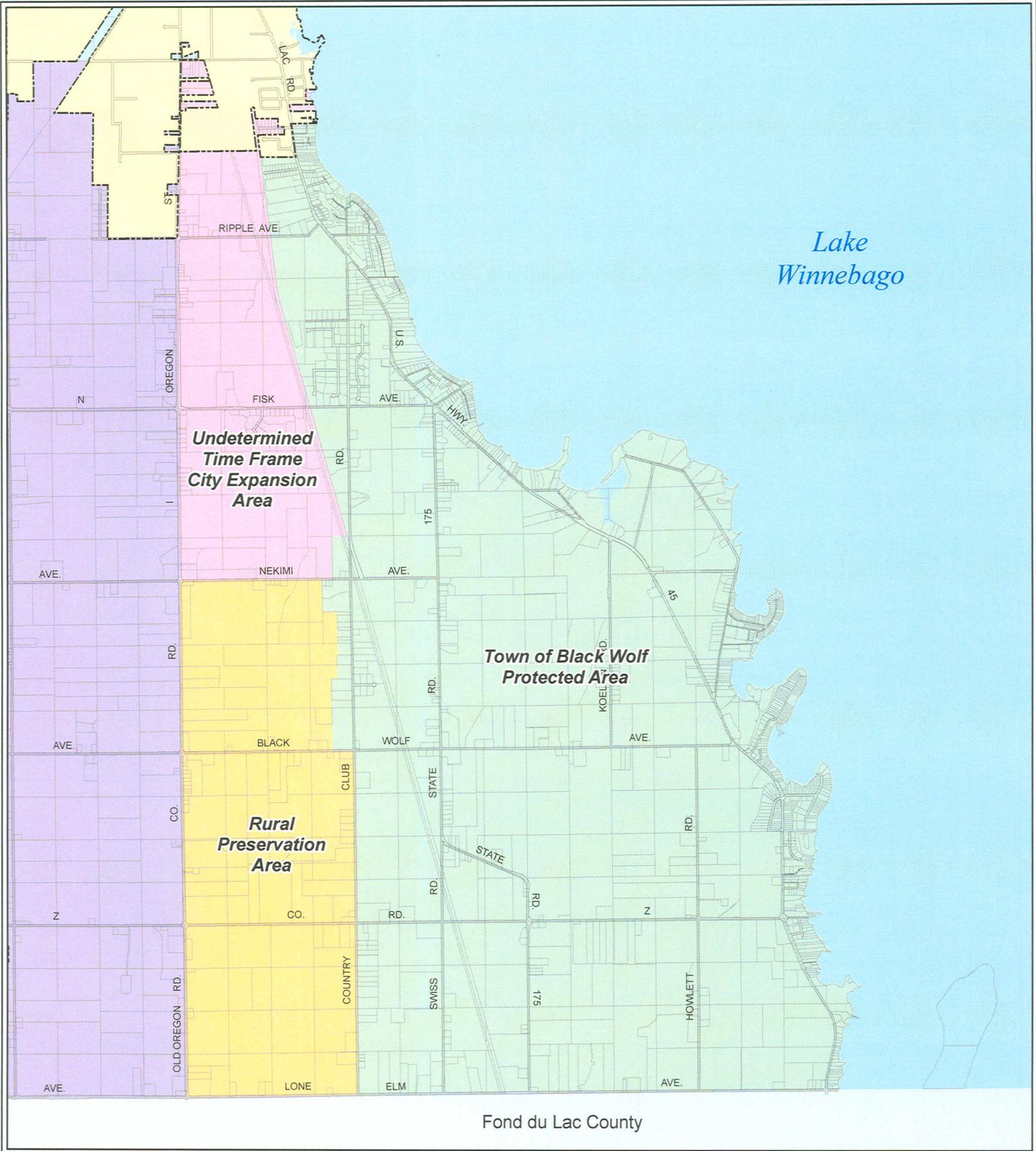
STATE OF WISCONSIN)
)ss
WINNEBAGO COUNTY)

Personally came before me this 9th day of MARCH, 2009, the above-named Frank Frassetto, Town Chairman and Ellen Chmielewski, Town Clerk, to me known to be said officer(s) who executed the foregoing instrument and acknowledged that they executed the same as such officers by its authority, for the purpose therein contained.

[Signature]
Notary Public, Winnebago County, Wisconsin
My commission is permanent/expires: 09-30-09

EXHIBIT 1

**MAP DELINEATING BLACK WOLF PROTECTED AREA,
CITY EXPANSION AREA AND
RURAL PRESERVATION AREA**

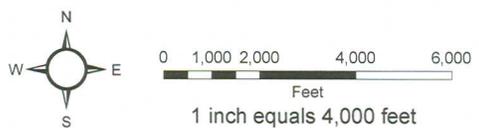


- | | |
|--|--|
|  City of Oshkosh |  Town of Nekimi |
|  Rural Preservation Area |  Town of Algoma |
|  Town of Black Wolf Protected Area |  Fond du Lac County |
|  Undetermined City Expansion Area | |

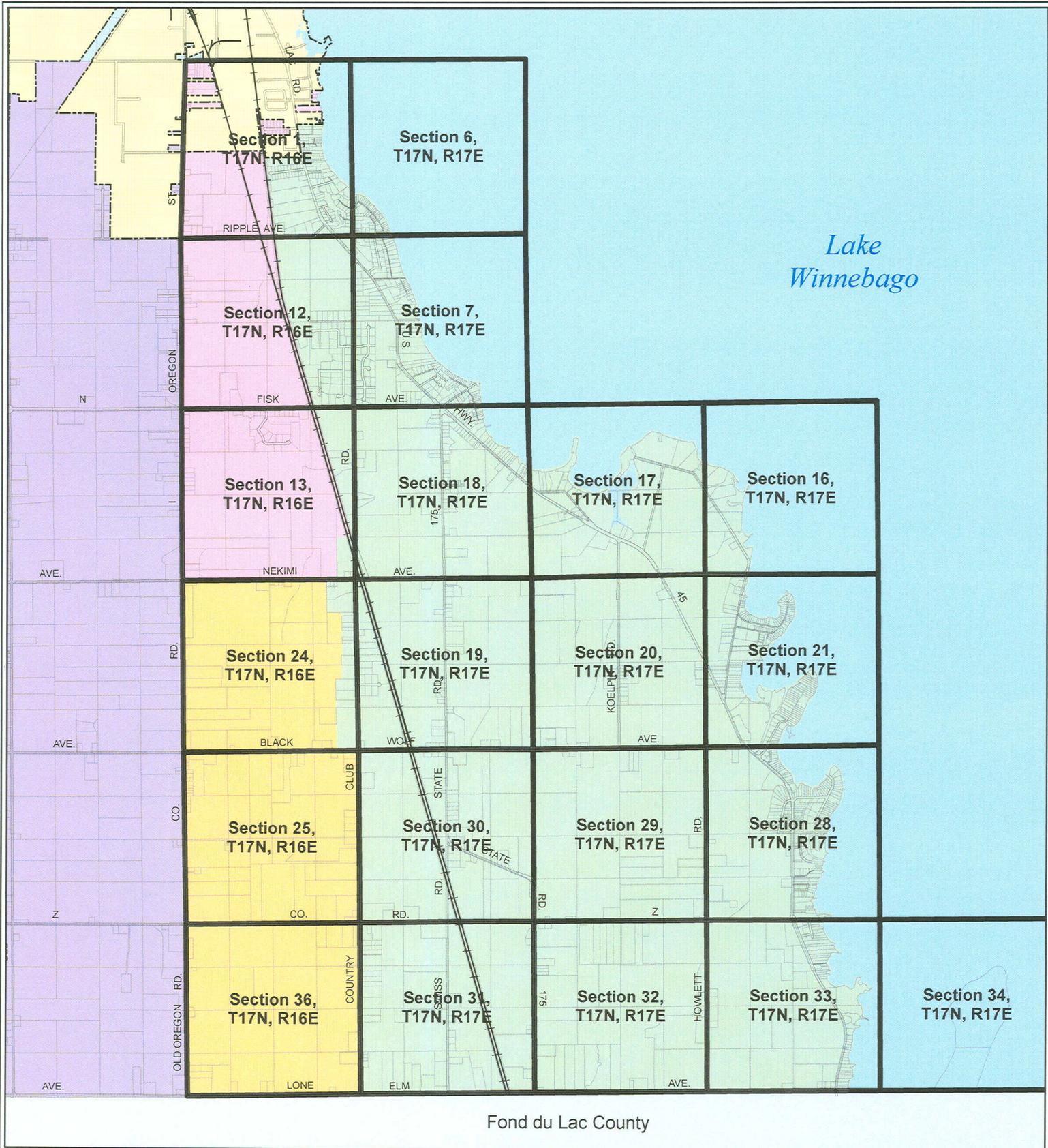
EXHIBIT 1

Town Protected, City Expansion & Rural Preservation Areas

City of Oshkosh / Town of Black Wolf Boundary Agreement



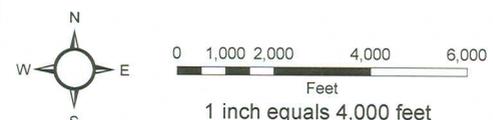
Sources: City of Oshkosh GIS, Winnebago County WINGS Project



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

EXHIBIT 2

Town of Black Wolf Sections



City of Oshkosh / Town of Black Wolf
Boundary Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF OSHKOSH AND THE TOWN OF NEKIMI
TO PROVIDE FOR ORDERLY GROWTH AND DEVELOPMENT
WITHIN AGREED-UPON MUNICIPAL BOUNDARIES**

Agreement effective as indicated herein by and between the **City of Oshkosh** (“City”), and the **Town of Nekimi** (“Town”).

**ARTICLE I
PURPOSE OF AGREEMENT**

- 1.1 Purpose. The purpose of this Agreement is to set forth the procedures, terms and conditions by which the parties wish to achieve the following mutual goals pursuant to Wis. Stat. §§ 66.1001, 66.0301 and 66.0307:
- (A) Orderly, planned growth for the City and the Town and the provision of appropriate, cost-effective municipal services for such development;
 - (B) Orderly boundaries between the City and the Town, promoting cost-effective provision of services and more efficient operation of all units of government;
 - (C) Continual City growth to provide the City with an ever-renewing and expanding tax base and a pool of citizen leadership;
 - (D) Continual development for the Town to replace tax base lost to the City by reason of annexations or attachments so that the Town may also have an ever-renewing and expanding tax base and a pool of citizen leadership;
 - (E) Prevention of unplanned development leading to sprawl, and the protection of the area’s natural resources, including its lakes, streams, rivers, wetlands, woodlands and prime agricultural land; and
 - (F) Promotion of quality development in the City and the Town.

**ARTICLE II
AREA GROWTH DELINEATIONS**

- 2.1 Introduction. The parties intend to identify and accept three geographical delineations, as follows:
- (A) Nekimi Protected Area. The Nekimi Protected Area (sometimes referred to as “NPA”) is an area from which the City agrees not to annex or attach territory during the term of this Agreement. The NPA is delineated in the attached map,

which is identified as Exhibit 1 and which is incorporated by reference. Additional provisions relating to the NPA are identified in Section 2.2, below.

(B) City Expansion Area. The City Expansion Area (sometimes referred to as “CEA”) is an area that the parties expect to be developed for urban uses within the City during the term of this Agreement. The CEA is delineated in the attached map, which is identified as Exhibit 1 and which is incorporated by reference. Additional provisions relating to the CEA are identified in Section 2.3, below.

(C) Rural Preservation Area. The Rural Preservation Area (sometimes referred to as “RPA”) is an area that the parties expect will remain primarily rural and agriculturally oriented during the term of this Agreement. The RPA is delineated in the attached map, which is identified as Exhibit 1 and which is incorporated by reference. Additional provisions relating to the CEA are identified in Section 2.4, below.

2.2 Nekimi Protected Area. The parties acknowledge that the territory in the Nekimi Protected Area will be developed and will remain in the Town during the term of this Agreement. The following additional provisions shall apply to the NPA:

(A) The City will not annex any land from the NPA without the Town’s prior written consent. A written request for consent will be submitted to the Town upon receipt of an annexation petition. The Town will respond in writing to such request within 45 days. Failure to respond within said 45 days shall be deemed a denial of the request. The Town reserves all legislative prerogative in deciding whether it wishes to allow the annexation and, to that extent, all rights are reserved.

(B) The Town reserves the right to permit unsewered development on lands within the NPA, provided the development is consistent with the Town’s comprehensive plan. To the extent that the City has jurisdiction to review or approve any land division within the NPA, the City shall provide timely approval of said land division without conditioning its consent on the execution of an attachment agreement.

(C) In consideration for the rights and privileges granted to the City by the Town under this Agreement, the City agrees that it shall not adopt or exercise extraterritorial zoning and plat approval jurisdiction applicable to the NPA.

2.3 City Expansion Area. The parties acknowledge that the territory within the City Expansion Area is likely to be developed with comprehensive urban services, including, but not limited to, sanitary sewers and water in conformance with the City’s comprehensive plan. The following additional provisions shall apply to the City Expansion Area:

- (A) Lands may be annexed to the City only upon the unanimous consent of the owners of the lands, exclusive of any right-of-way that may be annexed. Such annexations need not be contiguous to the City and may create town or city islands. Such annexations shall include the entire width of highway rights of way abutting the lands annexed. The Town shall not oppose, nor support opposition to, annexation consistent with the terms of this Agreement.
- (B) The parties acknowledge and agree that any area that, on the effective date of this Agreement or during the term of this Agreement, becomes a functional town island shall be annexed or attached to the City within sixty (60) months, except as otherwise provided in subsection 2.3(C), below. The Town shall cooperate with the City on the annexation or attachment of the relevant area. For the purposes of this Agreement, a 'functional town island' occurs when either man-made or natural barriers, employed in conjunction with City corporate boundaries, isolate a portion of the Town. In determining whether an area is sufficiently isolated so as to constitute a 'functional town island,' the parties shall consider: (i) the extent to which lakes, rivers and political boundaries isolate the area from the balance of the Town, (ii) the extent to which natural borders and political boundaries of the City isolate the area from the balance of the Town, or (iii) the extent to which, for all practical purposes, the area is cut off from the remainder of the Town. Following annexation, properties shall be required to connect to the City's municipal sewer system within one (1) year, except that connection to the City municipal sewer system may be delayed for a period not to exceed sixty (60) months if the property owner provides a current evaluation of the existing private sanitary system performed by a Licensed Plumber.
- (C) Once seventy (70%) percent or more of the land within a Town Section has been annexed or attached to the City, the remaining land within the Town Section shall attach to the City within seven (7) years; provided, however, that once 70% or more of the land within Town Sections 2 and 4 have been annexed or attached to the City, the remaining land within these Sections shall attach to the City within ten (10) years. Following annexation, properties shall be required to connect to the City's municipal sewer system within one (1) year, except that connection to the City municipal sewer system may be delayed for a period not to exceed sixty (60) months if the property owner provides a current evaluation of the existing private sanitary system performed by a Licensed Plumber.
- (D) The Town shall consent to the construction of City utilities in Town rights of way and easements as necessary to serve annexed lands subject to the City's obligations (i) to maintain access to Town territory, and (ii) to restore the right of way or easement in accordance with commonly accepted practices.
- (E) When a new road is proposed by the City to be built on land located in the CEA, the parties will discuss the exact location of the road in order to avoid jurisdictional confusion over the provision of governmental services. The City must obtain the Town's prior written consent for new roads to be built on land

located in the CEA, but such consent shall not be unreasonably withheld. The City must obtain the Town's prior written consent before the Town is financially obligated to pay for any portion of the construction or reconstruction of a road project initiated by the City, with such consent at the Town's legislative discretion.

- (F) The Town will not interfere with or object to City applications to extend its sewer service area consistent with this Agreement.
- (G) When requests are made for approval of any certified survey map, plat, or initiation of development activities that will result in the creation of any non-rural, non-agricultural use, where the certified survey map, plat, or development activity does not include an annexation or attachment to the City, the following standards shall apply:
 - (i) An attachment agreement is executed with the City, which requires the property owner and successor owners to annex and/or attach the affected parcel(s) when the parcel(s) become contiguous with the City. The annexation and/or attachment agreement shall also provide provisions for necessary easements, which the City determines, may be required for the future extension of utilities to the relevant parcel(s) and development area.
 - (ii) The property owner and/or developer prepares and submits to the City a Master Development Plan for the Town Section within which the certified survey map, plat, or development activity is proposed, and a finding is made by the City that the certified survey map, plat, or development activity is consistent with the City's adopted Comprehensive Plan, or can be made consistent with the addition of appropriate conditions, including conditions relative to the installation of public improvements. The City may waive the Master Development Plan requirement based on the size and scope of the proposal.
 - (iii) The certified survey map, plat, and development activity must be served by a publicly dedicated road built in accordance with the City's Subdivision Regulations, unless said requirement is waived and/or modified by the City.
 - (iv) The maximum lot size of residential parcels shall not exceed two (2) acres, and they must be designed in such a manner that future land divisions may be possible relative to creating additional residential building site(s), unless said requirement is waived and/or modified by the City.
- (H) The Town will not rezone land located in the CEA without first obtaining the City's consent to the rezoning, which consent may not be withheld if the proposed rezoning is consistent with the terms of this Agreement and the provisions of the City's adopted Comprehensive Plan.

2.4 Rural Preservation Area. The parties acknowledge that the majority of land within the Rural Preservation Area is likely not to be developed to urban densities within the term of this Agreement. Nevertheless, the parties agree to the following provisions applicable to the RPA:

- (A) Lands may be annexed to the City only upon the unanimous consent of the owners of the lands, exclusive of any right-of-way that may be annexed. Such annexations need not be contiguous to the City and may create town or city islands. Such annexations shall include the entire width of highway rights of way abutting the lands annexed. The Town shall not oppose, nor support opposition to, annexation consistent with the terms of this Agreement.
- (B) The parties acknowledge and agree that any area that, on the effective date of this Agreement or during the term of this Agreement, becomes a functional town island shall be annexed or attached to the City within sixty (60) months. The Town shall cooperate with the City on the annexation or attachment of the relevant area. For the purposes of this Agreement, a 'functional town island' occurs when either man-made or natural barriers, employed in conjunction with City corporate boundaries, isolate a portion of the Town. In determining whether an area is sufficiently isolated so as to constitute a 'functional town island,' the parties shall consider: (i) the extent to which lakes, rivers and political boundaries isolate the area from the balance of the Town, (ii) the extent to which natural borders and political boundaries of the City isolate the area from the balance of the Town, or (iii) the extent to which, for all practical purposes, the area is cut off from the remainder of the Town.
- (C) The Town shall consent to the construction of City utilities in Town rights of way and easements as necessary to serve annexed lands subject to the City's obligations (i) to maintain access to Town territory, and (ii) to restore the right of way or easement in accordance with commonly accepted practices.
- (D) When a new road is proposed by the City to be built on land located in the RPA, the parties will discuss the exact location of the road in order to avoid jurisdictional confusion over the provision of governmental services. The City must obtain the Town's prior written consent for new roads to be built on land located in the RPA, but such consent shall not be unreasonably withheld. The City must obtain the Town's prior written consent before the Town is financially obligated to pay for any portion of the construction or reconstruction of a road project initiated by the City, with such consent at the Town's legislative discretion.
- (E) The Town will not interfere with or object to City applications to extend its sewer service area consistent with this Agreement.
- (F) When requests are made for approval of any certified survey map, plat, or the initiation of development activities that will result in the creation of any non-

rural, non-agricultural use, where the certified survey map, plat, or development activity does not include an annexation or attachment to the City, the following standards shall apply:

- (i) A maximum of twenty-eight (28) non-rural, non-agricultural residential dwellings are permitted within each Town Section, provided, however, that not fewer than ten (10) additional non-rural, non-agricultural residential dwellings will be permitted in each Town Section regardless of the number of non-rural, non-agricultural residential dwellings in existence on the date of this Agreement.
- (ii) The certified survey map, plat, and development activity must be served by a publicly dedicated road built in accordance with the design (but not construction) standards of Section 30.73 of the City of Oshkosh Municipal Code, as amended from time to time, unless said requirement is waived and/or modified by the City.
- (iii) The minimum lot size of residential parcels shall be five (5) acres, and they must be designed in such a manner that future land divisions may be possible relative to creating additional residential building site(s), unless said requirement is waived and/or modified by the City.
- (iv) Commercial and light industrial development may be permitted within the Highway 41 Corridor Overlay District for all parcels abutting the right-of-way of U.S. Highway 41 and/or the U.S. Highway 41 frontage roads, but excluding any portion of abutting parcels lying more than one thousand three hundred twenty (1,320) feet beyond the most westerly and easterly right-of-way line of U.S. Highway 41 and/or the U.S. Highway 41 frontage roads. The frontage roads include Black Oak School Road and Plainview Road. Any such commercial and light industrial development permitted shall also be required to execute an attachment agreement with the City which requires the property owner and successor owners to annex and/or attach the affected parcel(s) within sixty (60) months of the date when the parcel(s) become contiguous with the City. The annexation and/or attachment agreement shall also provide provisions for necessary easements, which the City determines, may be required for the future extension of utilities to the relevant parcel(s) and development area.
- (v) Commercial and light industrial development may be permitted outside the Highway 41 Corridor Overlay District, subject to the review and approval of development proposals by the City, a finding that any such proposed development is and/or will be deemed compatible with the City's and the Town's Comprehensive Plans, and an attachment agreement is executed with the City which requires the property owner and successor owners to annex and/or attach the affected parcel(s) within sixty (60) months of the date when the parcel(s) become contiguous with the City. The annexation

and/or attachment agreement shall also provide provisions for necessary easements, which the City determines, may be required for the future extension of utilities to the relevant parcel(s) and development area. If the City's and the Town's respective Comprehensive Plans are inconsistent with regard to the proposed development, the parties agree to meet for the purpose of attempting to reconcile the inconsistencies, either through amendments to the Comprehensive Plans or by other mutually agreed upon means.

ARTICLE III

COOPERATION WITH GOVERNMENTAL AGENCIES

- 3.1 Advancement of Mutual Interests. The parties acknowledge that in order to effectively implement this Agreement, it may be necessary to obtain the cooperation and approval of other governmental agencies, including, but not limited to, East Central Wisconsin Regional Planning Commission, the Wisconsin Department of Natural Resources, the Wisconsin Department of Transportation, the Wisconsin Department of Administration and Winnebago County. In all matters necessary to implement this Agreement, the parties agree to seek the cooperation and approval of the relevant agency. To the extent practicable, the parties will, where necessary, submit a single, joint request or other appropriate document requesting the approval.
- 3.2 New West Side Arterial. In addition to the subjects of cooperation referenced in Section 3.1 above, the parties agree that they will cooperate in the mapping of a possible new west side arterial running from State Highway 21 on the north to State Highway 26 on the south. The City acknowledges the Town's opposition to this project south of State Highway 44 and, therefore, agrees not to map this project south of State Highway 44. The City will periodically provide the Town with reports of the status of this project together with all relevant background documents that the Town may need to make informed decisions concerning the project.
- 3.3 Road Transfer. Effective January 1 following approval of the Cooperative Plan by the State of Wisconsin Department of Administration under Wis. Stat. § 66.0307, the boundary between the City and the Town is adjusted by the Plan to attach to the City the road rights-of-way identified on Exhibit 4. At that time, the City Clerk shall provide notice of the attachment as provided in the Cooperative Plan. The parties will execute the documents necessary, as may be required by the State, to provide for the transfer of jurisdiction.

ARTICLE IV

DISPUTE RESOLUTION

- 4.1 Dispute Resolution. All disputes over the interpretation or application of this Agreement shall be resolved according to the following dispute resolution procedures:

- (A) If the dispute cannot be resolved by the personnel directly involved, the parties will conduct the following mediation process before invoking formal arbitration:
- (i) Each party will designate a representative with appropriate authority to be its representative in the mediation of the dispute.
 - (ii) Either representative may request the assistance of a qualified mediator. If the parties cannot agree on the qualified mediator within five days of the request for a mediator, a qualified mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin, or if the Chairperson fails to appoint a mediator, by the American Arbitration Association.
 - (iii) The mediation session shall take place within 30 days of the appointment of the respective representatives designated by the parties, or the designation of a mediator, whichever occurs last.
 - (iv) In the event that a mediator is used, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved at least 10 days prior to the first scheduled mediation session. The parties will also produce all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement such information.
 - (v) The mediator does not have authority to impose a settlement upon the parties but will attempt to help the parties reach a satisfactory resolution of their dispute. To the extent authorized by law, the mediation session(s) are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding, views expressed or suggestions made by the other party with respect to a possible settlement of the dispute, or admissions made by the other party in the course of the mediation proceedings.
 - (vi) The expenses of a mediator, if any, shall be borne equally by the parties.
- (B) If unresolved after (a) above, the parties will submit the dispute to binding arbitration by an arbitrator of recognized qualifications. If the parties cannot agree on an arbitrator they will request a 5-person panel list from the Municipal Boundary Review Director of the Office of Land Information Services of the State of Wisconsin Department of Administration, or his successor. Each party will have two strikes from the 5-person panel. The parties may agree to an alternative method for the selection of the single arbitrator.

- (C) The City and the Town will be responsible for the fees of their own arbitrator and will equally divide the fees of the third arbitrator, as well as the costs of court reporters, if any. The City and the Town will be responsible for their own attorneys' fees and expert fees.
- (D) The arbitration panel shall not be bound by rules of evidence or the substantive, internal laws of Wisconsin. The award of the panel is final and binding, and shall be enforceable at law. The arbitration provisions of Chapter 788 of the Wisconsin Statutes shall apply to the arbitration proceedings, unless the parties agree on different arbitration procedures.
- (E) The parties agree that arbitration proceedings must be instituted within one year after the claimed breach occurred, and that the failure to institute arbitration proceedings within such periods shall constitute an absolute bar to the institution of any proceedings and a waiver of all claims.

ARTICLE V

MISCELLANEOUS PROVISIONS

- 5.1 Amendments. This Agreement may be amended, from time to time, by mutual consent of all parties hereto. Any party wishing to propose such an amendment will give written notice to all other parties. The notice will identify the proposed amendment and the reasons supporting such amendment. Within 30 days after receipt of the notice, the parties will meet to discuss and, if necessary, negotiate the proposed amendment. If, after 90 days, the parties are unable to agree upon and approve the proposed amendment, it shall be automatically deemed to have been withdrawn and shall not thereafter be proposed for a period of 2 years after the date of the initial notice, unless a majority of the parties jointly re-submit it for consideration.
- 5.2 Notices. All notices required under this Agreement must be served, either personally or by certified mail, upon the parties' respective municipal clerks. A copy of the notices shall also be mailed via regular U.S. mail to the Town Chairperson and City Mayor. Any action taken by a party in violation of the relevant notice requirements is voidable unless, under the facts of the particular case, the public interest outweighs strict enforcement of the notice requirement.
- 5.3 Enforceability. The parties have entered into this Agreement under the authority of Wis. Stats. §§ 66.1001, 66.0301 and 66.0307. Its enforceability will not be affected by statutory amendments, changes in the forms of City or Town government, or changes in elected officials. The parties agree that this Agreement be construed so as to be binding on their respective successors, agents and employees.
- 5.4 Complete Agreement. This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede all prior

agreements or municipal policies to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein. This Agreement may be filed with the Register of Deeds of Winnebago County. This Agreement may be used in litigation and may be introduced into evidence by either party without objection in any action to enforce the terms of this Agreement.

- 5.5 No Waiver. The failure of any party to require strict performance with any provision of this Agreement will not constitute a waiver of the provision or of any of the parties' rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the party waiving the right. If an obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that did not sign the waiver or release.
- 5.6 Term of Agreement. The initial term of this Agreement shall be 40 years from the date of the last signature. No breach or violation of any of the terms of this Agreement shall operate to void or terminate this Agreement, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined, or otherwise remedied by exercise of any lawful, contractual enforcement remedies then available to be utilized by the aggrieved party to enforce the terms of this Agreement. Despite the preceding, this Agreement shall automatically terminate when the parties mutually agree that the purposes recited in Section 1.1, above, are no longer relevant.
- 5.7 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 imposed 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.
- 5.8 No Third Party Beneficiary. This Agreement is intended to be solely between the signatories set forth on the following pages. Nothing in this Agreement grants any third party beneficiary rights to any non-party that may be enforced by any non-party to this Agreement.
- 5.9 Construction. This Agreement shall be liberally construed to accomplish its intended purposes. The parties acknowledge that the language contained in this Agreement is the product of numerous individuals representing the various interests. Therefore, ambiguities shall not be construed against the drafter of this document. This Agreement should be construed to give a reasonable meaning to each of its provisions, and a construction that would render any of its provisions meaningless, inexplicable, or mere surplusage is to be avoided.

5.10 Non-Severability. The parties acknowledge that the provisions of this Agreement are interconnected. Therefore, if any provision of this Agreement is held invalid, illegal or unenforceable, the entire Agreement will be void if the parties are unable to replace the invalid provision through the process described below.

If any provision of this Agreement is held invalid, illegal or unenforceable, the parties shall make a concerted, good faith effort to substitute a valid and enforceable provision as similar as possible to the provision at issue. If agreement is not reached within 90 days of the adverse determination, the parties shall submit the issue to mediation pursuant to the mediation provisions of Section 5.1(a), above. If unresolved after mediation the Agreement is void.

CITY OF OSHKOSH

The undersigned officers of the City of Oshkosh have executed this Agreement pursuant to a duly adopted resolution of the Common Council dated July 24, 2007 Res. 07-203

By: Mark Rohloff 6/1/11
Mark Rohloff Date
City Manager

Attest: Pamela R. Ubrig
Pamela R. Ubrig Date
City Clerk

APPROVED

STATE OF WISCONSIN)
)ss
WINNEBAGO COUNTY)

James J. Johnson
CITY ATTORNEY
OSHKOSH, WISCONSIN

Personally came before me this 3rd day of June, 2011, the above-named Mark Rohloff, City Manager and Pamela R. Ubrig, City Clerk, to me known to be said officer(s) who executed the foregoing instrument and acknowledged that they executed the same as such officers by its authority, for the purpose therein contained.

Kathy J. J. J.
Notary Public, Winnebago County, Wisconsin
My commission is permanent/expires: 2-24-13

TOWN OF NEKIMI

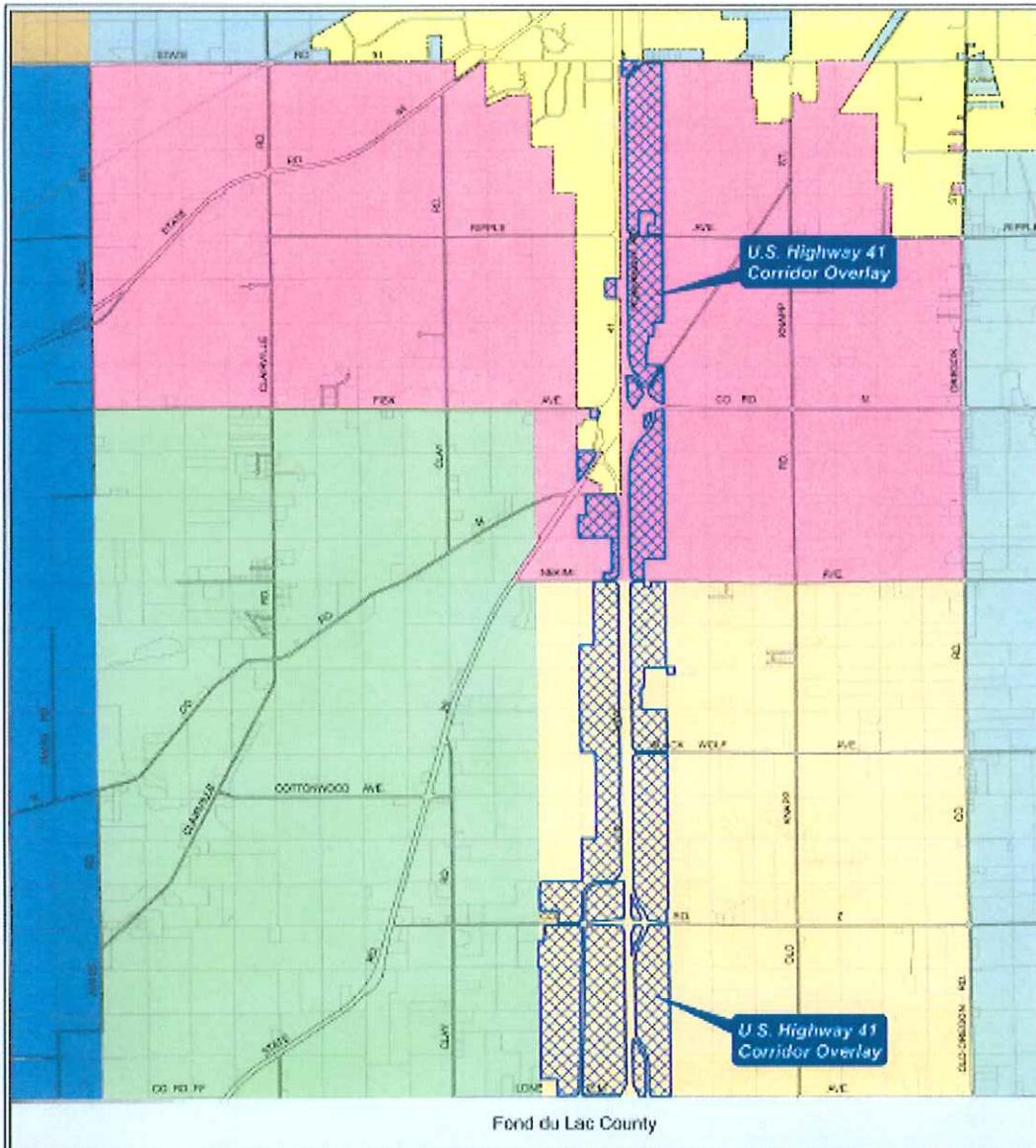
The undersigned officers of the Town of Nekimi have executed this Agreement pursuant to a duly adopted resolution of the Town Board dated May 11, 2011.

By: Glen Barthels 5/11/11
Glen Barthels Date
Chairperson

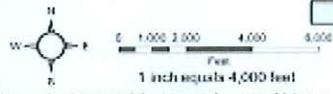
Attest: Jerome Braasch 5-11-11
Jerome Braasch Date
Deputy Town Clerk

EXHIBIT 1

**MAP DELINEATING NEKIMI PROTECTED AREA,
CITY EXPANSION AREA AND
RURAL PRESERVATION AREA**



- City of Oshkosh
- Rural Preservation Area
- Town of Nekimi Protected Area
- Undetermined City Expansion Area
- Town of Black Wolf
- Town of Ulica
- Town of Omro
- Town of Algona
- Fond du Lac County



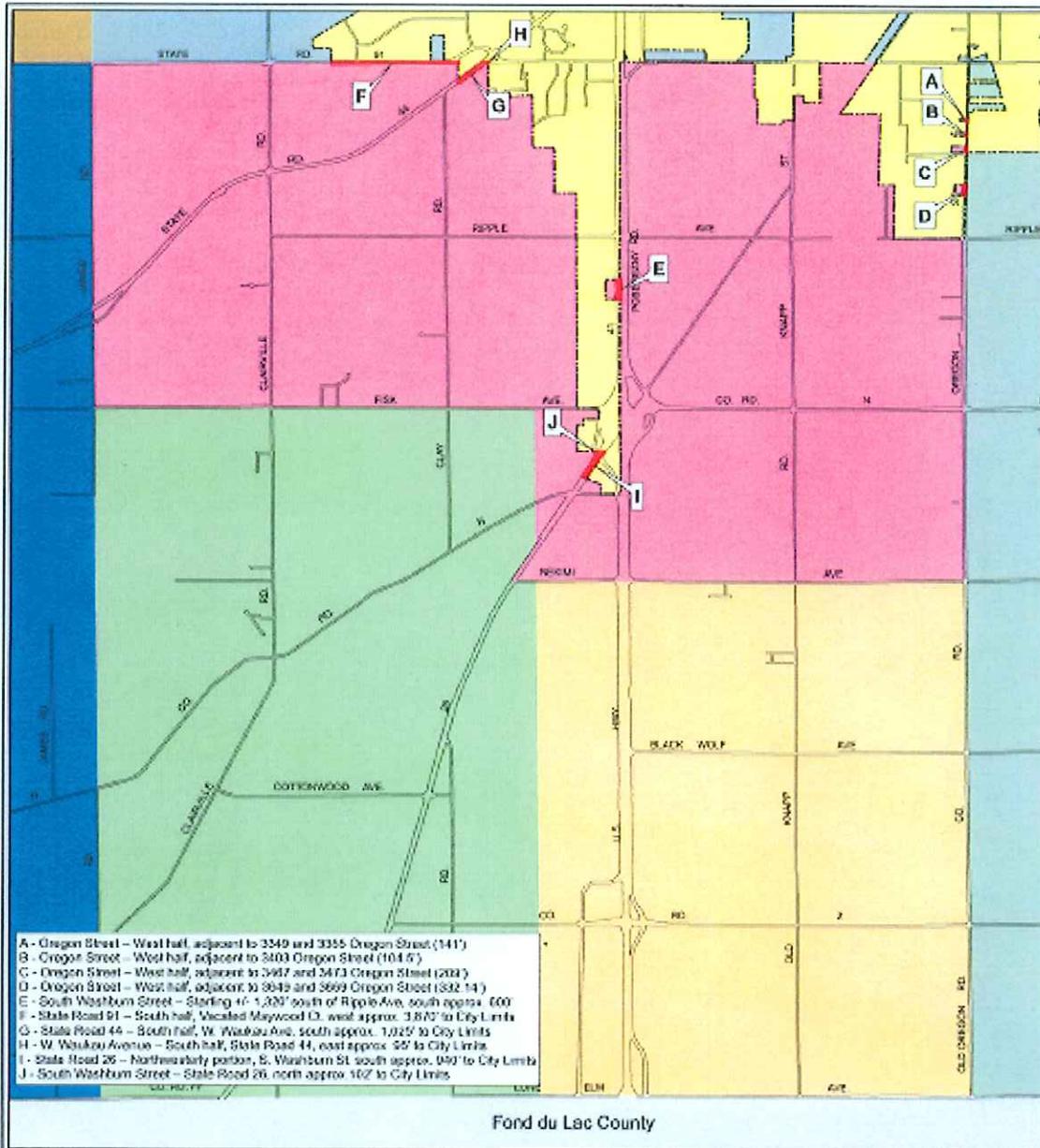
Sources: City of Oshkosh GIS, Winnebago County WISGIS Project

EXHIBIT 3

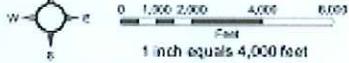
U.S. Highway 41 Corridor Overlay

City of Oshkosh / Town of Nekimi
Boundary Agreement

December, 2008



- City of Oshkosh
- Town of Black Wolf
- Rural Preservation Area
- Town of Utsa
- Town of Nekimi Protected Area
- Town of Oniro
- Undetermined City Expansion Area
- Town of Algona
- Fond du Lac County



Source: City of Oshkosh GIS, Winnebago County GIS/IS Project

EXHIBIT 4

Immediate Right-of-Way Attachments to the City of Oshkosh City of Oshkosh / Town of Nekimi Boundary Agreement

Right-of-Way to be Attached to City

December, 2006
Revised 05-21-2009

Appendix C
Public Participation Materials