TOWN OF ALGOMA WINNEBAGO COUNTY, WISCONSIN TOWN BOARD MEETING

Wednesday, September 18, 2024 – 6:00 p.m. 15 N. Oakwood Road, Oshkosh, WI 54904

AGENDA

The Board may discuss and act on the following:

- 1. Call to Order.
 - A. Pledge of Allegiance.
 - B. Roll Call.
- **2. Town agenda was posted at the following locations**: Town of Algoma Municipal Building, Service Oil Co., and town website at www.townofalgoma.org on September 13, 2024.
- 3. Review and approve the minutes of the following meeting:
 - A. Monthly Town Board Meeting dated August 21, 2024
- 4. Review and approve September 2024 disbursements.
- 5. Public Forum (All speakers must sign up before the meeting and the Town's policy is available on the back table).
- 6. Economic Development Update.
- 7. Committee Reports.
 - **A.** Fire Department.
 - B. Planning Commission.
 - C. Parks Committee.
- 8. Administrator Report
 - A. Budget Update.
 - **B.** Major Projects Update.
 - i. Bellhaven Lane Iron Enhanced Sand Filter
 - ii. Leonard Point Road Storm Detention Pond
 - iii. Leonard Point Road Reconstruction
 - iv. Leonard Point Road & STH 21 Roundabout
 - C. TID #1 Update
 - D. Safe Routes to School Update
 - E. Town Hall Playground Equipment Update
- 9. Town Chairman Report.
 - A. Road Maintenance Update.

10. Clerk/Treasurer Report.

- A. Elections: absentees and training.
- **B.** WMCA Conference.
- **C.** Revaluation update and important dates.

11. Monthly Financial Statements and Financial Report.

12. Business.

- **A.** Discussion and possible action re: Ordinance 2024-02 An Ordinance Amending to Chapter 15 of the Code of Ordinances for the Town of Algoma: Citations
- B. Discussion and possible action: 2025 Emergency Medical Service with City of Oshkosh
- **C.** Discussion and possible action: Contracts with Jeff Foust Excavating, Inc for 2024-2025 snow plowing services
- **D.** Discussion and possible action: Winnebago Count Sheriff Joint Powers Agreement.
- **E.** Discussion and possible action re: Developer's Agreement for Town of Algoma TID #1 with OSMS Real Estate, LLC and Algoma Sanitary District #1.

13. Adjourn.

The Town Board meets regularly on the THIRD WEDNESDAY OF EACH MONTH AT 6:00 p.m. (unless otherwise noted) at the Municipal Building (Town Hall), 15 N. Oakwood Road. ALL MEETINGS ARE OPEN TO THE PUBLIC.

NOTE: It is possible that members of other governmental bodies of the municipality may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, call the Town Hall office at 920-235-3789.

TOWN OF ALGOMA WINNEBAGO COUNTY, WISCONSIN August 21, 2024

The public hearing for sanitary district addition started at 6pm. The purpose of the hearing is to add property identified as parcel 002-0210, owned by Jack Merrill and located at 4730 County Rd. E, to the Algoma Sanitary District #1. Kevin Mraz, Sanitary District Utility Director, was present and explained the situation and noted that the Sanitary District is in support of the addition.

There was no further discussion, so the hearing ended, and the regular board meeting started.

The following were present: Chairman Joel Rasmussen, Supervisors Mike Brooks, Petey Clark, and Dan Martin.

The following Supervisors were absent (excused): Teresa Van Aacken.

The following were also present: Administrator Maggie Mahoney and Clerk/Treasurer Katherine Reinbold.

The agenda was posted on August 19, 2024.

On a motion by Supervisors Martin/Brooks, passed on a voice vote (Clark abstained), the Board approved the minutes of the Monthly Town Board meeting dated July 17, 2024 and the minutes of the Special Board Meeting dated August 14, 2024.

On a motion by Supervisors Clark/Martin, passed on a voice vote, the Board approved the August 2024 disbursements.

Tricia Rathermel, President and CEO of the Greater Oshkosh Economic Development Corporation (GOEDC) reported the Wisconsin Economic Development Corporation released their plans for 2025. There is a Vibrant Spaces grant available for 50% matching funds.

The board members had the fire report for their review. Administrator Mahoney commented on the great turnout at the car show.

The Planning Commission met on August 14. They met to discuss the certified survey map (CSM) to join 2 lots. The commission recommends the approval of the CSM conditioned on one of the two current structures getting removed.

The Parks Committee did not meet.

Administrator Mahoney reported the sand filter project in Bellhaven has been delayed due to rain. The contractor for the project is aware that buses need to get in there. There are no major updates currently for the Leonard Point Road storm detention pond. Leonard Point Road reconstruction has officially been pushed back to 2027. The push was made by the Wisconsin Department of Transportation (WisDOT) due to the roundabout construction on STH 21 and Leonard Point Road. Attended a meeting regarding

bridge and culvert rehabilitation on WIS 91. TID #1 update, still working on the developer's agreement. There has been concern of the roof leaking in the meeting room, but it has not been leaking now for some time. Doesn't make sense to fix and is proposing to reallocate a portion of those funds to an online payment portal, which is under new business.

Chairman Rasmussen reported that chip sealing on Nelson Rd and Addie Pkwy needs to be finished, and notices will be sent to residents. The property at 1394 Conrad Street has no driveway culvert and all the water runs to a bad spot on the road. The Town will work with the property owner to cut a ditch and install a culvert.

Clerk/Treasurer Reinbold reported the turnout for the August 13 election had a 38% voter turnout between absentee and in person; it was a good day overall. The November 5 election is right around the corner, and we will be gearing up for that. Clerk/Treasurer Reinbold has some professional development coming up; Wisconsin Municipal Clerks Association (WMCA) Conference and some accounting classes.

The monthly financial statements and report were presented.

On a motion by Supervisors Brooks/Clark, passed on a voice vote, the Town Board approved the petition to add property identified as parcel 002-0210, owned by Jack Merrill and located at 4730 County Rd. E, to the Algoma Sanitary District #1.

On a motion by Supervisors Clark/Martin, passed on a voice vote, the Town Board approved a Transient Merchant Permit for Gailan Group LLC roofing company, pending a background check and approval from the Administrator.

Attorney Tyler Pluff from Town Counsel, spoke on our current sex offender ordinance. It is more restrictive than the State and we can't be. Supervisor Brooks noted there is still a want of restrictions for the lesser offenders from residents. On a motion by Supervisors Clark/Books, passed on a voice vote, the Town Board approved Ordinance 2024-01 An Ordinance Repealing Chapter 274 of the Code of Ordinances for the Town of Algoma, Relating to Sex Offenders, but we will consider an ordinance in the future that could possibly have restrictions for the lesser offenders.

Attorney Pluff also spoke on enforcement of the Town Municipal Code. The Town could use the circuit court for nuisance properties or code violations. On a motion by Supervisors Clark/Martin, passed on a voice vote, the Town Board directed Town staff to move forward with enforcement of Town Municipal Code based on the memorandum from Attorney Tyler Pluff.

There was discussion about burning in the Town of Algoma. Administrator Mahoney suggested we figure out our code enforcement first, mail out another postcard this fall, and then we can follow up on amending the burning ordinance. There was no action taken.

On a motion by Supervisors Clark/Martin, passed on a voice vote, the Town Board approved the Certified Survey Map by petitioner Darryl Lehman, Martinson & Eisele, on behalf of Robert K. Balda, to combine parcels 002001310 and 002001301 into one parcel with the condition of removal of one of the two existing principal structures within one year.

On a motion by Supervisors Clark/Brooks, passed on a voice vote, the Town Board approved the updated fee schedule.

On a motion by Supervisors Brooks/Clark, passed on a voice vote, the Town Board approved the purchase and implementation of the HeyGov for \$9,600, contingent upon review of any required agreement by legal counsel; and to approve reallocation of \$9,600 in the General Fund for the Town Hall Roof Repair for this purchase.

On a motion by Supervisors Brooks/Martin, passed on a voice vote, the Town Board approved the certificate for payment #1 to Northeast Asphalt, Inc. in the amount of \$61,454.40 for the Bellhaven Lane Iron Enhanced Sand Filter Project.

On a motion by Supervisors Martin/Brooks, passed on a voice vote, the Town Board approved the Resolution for Inclusion Under Group Life Insurance.

Administrator Mahoney discussed the 2025-2029 Capital Improvement Plan. This will be updated annually. It is not a project cost tool, it is a planning and reporting tool.

On a motion by Supervisors Brooks/Martin, passed by roll call vote (Brooks-Y, Clark-Yes, Rasmussen-Y, Martin-Y), the Town Board entered into closed session at 7:21pm for board consideration of the following items: Pursuant to WI Statutes 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session. Re: OSMS Developer Agreement.

On a motion by Supervisors Brooks/Clark, passed by roll call vote (Brooks-Y, Clark-Yes, Rasmussen-Y, Martin-Y), the Town Board reconvened in open session at 7:46 p.m. for discussion and take action on all matters discussed in the above listed closed session.

There was no further discussion and no action taken.

On a motion by Supervisors Martin/Brooks, the Town Board adjourned at 7:46 p.m.

Respectfully submitted, Katherine Reinbold



Town of Algoma Fire Department

Monthly Report Prepared by

August 2024

Kevin Sawicki – Fire Chief

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Grants

ARPA/Spirit Funds received from Winnebago County for portable radios. The radios are at Bay Comm being programmed. No new updates.

Trucks and Equipment

Vehicles

• Rescue 21 – experiencing more electrical problems when operating the vehicle. The vehicle is a 2004 and should be replaced or be refurbished due to age/repairs.

Truck Committee

Engine 21 is currently at Rennert's Fire Equipment Service undergoing refurbishment. The
vehicle will undergo corrosion repair and graphic replacement. Completion date is set for
October 2024.

New Members

 Mason Miller – Mason is a former member of The Plainfield Fire Department. Mason recently moved to Oshkosh and is eager to help the fire department/community. He will be starting firefighter 1 class this fall/winter.

First Drill: August 5th, 2024

 Members participated in 911 scenarios. Skills included vehicle operation, incident command, search and rescue, forcible entry, etc. A local resident provided the training opportunity prior to demolition.

Second Drill: August 19th, 2024

 Members participated in 911 scenarios. Skills included vehicle operation, incident command, search and rescue, forcible entry, etc. A local resident provided the training opportunity prior to demolition.

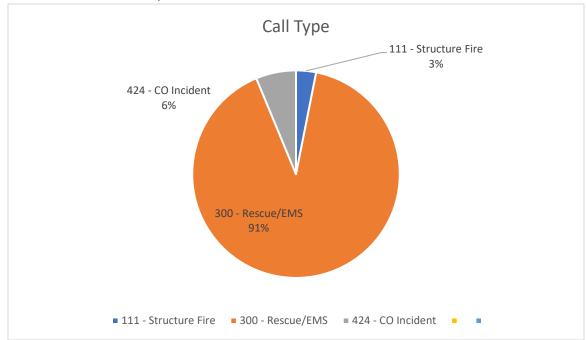
Upcoming Events

Event	Date
Training Drills	Monday, September 16 th @ 6:30pm
	Monday, October 7 th @ 6:30pm
Monthly Department Meeting	Wednesday, October 9 th @ 7:00pm
Fire Department Open House	Saturday, May 17 ^{th,} 2025
Car Show	Saturday, August 16 th , 2025
Pancake Breakfast	Sunday, October 6 th , 2024



Incidents

Overall Incident Summary



Call Type	Count
111 – Structure Fire (Mutual Aid Ripon)	1
300 – Rescue/Emergency Medical Service (EMS)	29
424 – Carbon Monoxide Incident	1
Total Calls	31



AGENDA MEMORANDUM

To: Honorable Town Chairperson and Town Supervisors

From: Maggie Mahoney, Administrator

Date: September 18, 2024

RE: Monthly Administrator's Report

A. Budget Update

The first budget session with the Board was held on September 16. The first draft of the budget was presented and discussed which included departmental operating budgets and capital improvement plan. The next budget meeting will be on September 30 where the Administrator's Recommended budget will be presented. A revised 2025 Budget Calendar is attached which reflects a correction to the date of the November public hearing and date of budget approval.

B. Major Projects Updates

i. Bellhaven Lane Iron Enhanced Sand Filter

The storm sewer from the lake to the sand filter is completed. The sand filter is planned to be constructed the week of Sept 16, and by the end of that week the majority of the project will be completed. The only remaining items would be final restoration of grass and asphalt surfaces. The schedule of completion of these tasks is pending at the time of this memo, but the plan is for the entire project to be completed by the end of September.

ii. Leonard Point Road Storm Detention Pond

I met with the property owner on September 3rd to present the draft CSM (attached) and discuss Town proceeding with an appraisal. When we have the results of the appraisal I will confer with the Board in closed session regarding negotiations.

iii. Leonard Point Road Reconstruction

No updates for this project at the time of this memo.

iv. Leonard Point Road & STH 21 Roundabout

There are no project updates at the time of this memo.

C. TID #1 Update

Developer agreement for the OSMS project for consideration under new business.

The Algoma Sanitary District bid for the watermain will close on Sept 19. Once the amount is known staff will work with Ehlers to request and complete the state trust fund loan application. That application will be considered by the Board prior to submittal, requiring a special board meeting in late September/early October—TBD. Upon approval, the application will be submitted for consideration by the state trust fund board at one of their October meetings (Oct 1 and Oct 15). With the funding secured, the project bid award would be considered at the Oct 16 Town Board meeting.

A CSM to combine the four lots into one has been submitted and will likely be considered in October. Site plan submittal pending.

D. Safe Routes to School Update

The Town and Oakwood Elementary are working with Safe Routes to School (SRTS), through East Central Wisconsin Regional Planning Commission, as part of a study that evaluates the build environment and active transportation to and from schools, which includes the Omro Road and Oakwood Road intersection. SRTS is working with a consultant, Traffic Analysis and Design Inc., to collect the data and complete the study.

A virtual meeting was held on August 29 with SRTS, the consultant, and representatives of other entities in the study (Read Elementary and Bonduel Elementary and related entities) with the goal of using this information as case studies for other schools in our region choosing to conduct a similar study in the future. The consultant will develop a survey for residents and parents later this fall to collect data.

The school requested this engagement from SRST after I met with them earlier in the year about their safety concerns for this intersection. I expect this study to yield recommendations for operations and safety improvements that could be considered for future implementation.

E. Town Hall Playground Equipment Update

Two of the large platform steps are cracking. These parts are under warranty and the manufacturer is sending the replacement pieces but the Town has to install. Timing and labor to install is pending at the time of this memo.

ATTACHMENTS:

- 1. Revised 2025 Budget Calendar dated 8.21.24
- 2. Leonard Point Road Wet Detention Pond draft CSM

Calendar for 2025 Budget Adoption

Revised 8/21/24



Wednesday, June 19, 2024 - Town Board Meeting

Town Administrator distributes 2025 Budget Adoption Calendar

Wednesday, July 17, 2024 - Town Board Meeting

• Discuss key assumptions for budget such as tax levy, general obligation debt, compensation, long-range financial planning for Capital Improvement Plan.

Thursday, July 18, 2024 - Budget Schedule and Memorandum Distributed

- Budget documents and memorandum distributed to key staff and contractors to include:
 - o Key priorities of the Town Board and overall budget outlook.
 - o Budget priorities and spending parameters of the Town Administrator.
 - o Instructions and procedures for preparing departmental budgets.
 - o Internal meeting schedule with Town Administrator to review budget proposals.
 - o Distribute line-item and capital project request forms.

Wednesday, August 21, 2024 - Town Board Meeting

• Initial discussion about Capital Improvement Plan.

Thursday August 22, 2024 – Department and Capital Improvement Plan Requests Due to Town Administrator. Internal departmental budget meetings to review/revise requests Aug 23 – Sep 5.

Monday, September 16, 2024 - Budget Meeting

• First draft of budget presented to the Board, including Departmental Operating Budgets, and Capital Improvement Plan.

Monday, September 30, 2024 - Budget Meeting

Administrator's Recommended budget presented to the Board.

(IF NEEDED) Monday, October 14, 2024 - Budget Meeting

Administrator's Revised budget presented to the Board.

Wednesday, October 16, 2024 - Town Board Meeting

Administrator's Final Recommended Budget presented to the Board for endorsement.
 This is the final review by the Board before the budget is published and noticed for the public hearing.

Wednesday, November 20, 2024

Budget Public Hearing & Special Town Meeting:

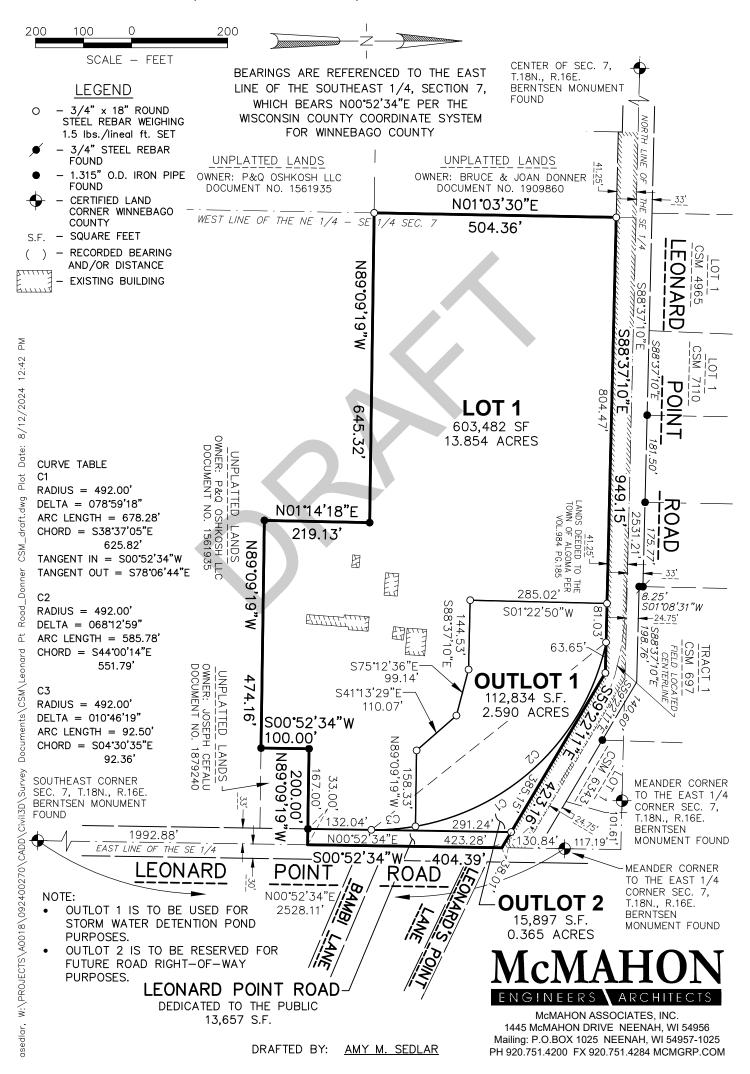
 A Public Hearing in accordance with State Statute is held; staff provides comprehensive presentation on proposed budget.

Town Board Meeting:

Town Board adopts the 2025 Fiscal Year Budget by motion.

CERTIFIED SURVEY MAP NO. _____ SHEET 1 OF __

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 7, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN.



TOWN OF ALGOMA RECONCILED BANK & INVESTMENT BALANCES AS OF 08/30/2024

Bank	Туре	Interest Rate	Balance	Notes
Bank First	Checking	Analysis	\$ 1,045,429.89	
	Money Market	5.56%	\$ 695,859.21	
	Special Accounts	5.56%		
	Parks Money Market		\$ 85,786.12	
	ARPA Funds Money Market		\$ 216,406.17	
	Tax Accounts (Used for collection)			
	Tax Account		\$ 632.00	
	Refund Account		\$ 11.99	
Verve	Savings Account	NA	\$ -	
	Money Market	1.71%	\$ -	
Total Cash and Investments			\$ 2,044,125.38	

Fund: All Funds

		2024	2024 Actual	2024	Budget	% of
Account Number		August	08/30/2024	Budget	Status	Budget
100-00-41102-000-000	GO REFUNDING BONDS LEVY	0.00	0.00	358,840.00	-358,840.00	0.00
100-00-41110-000-000	GENERAL PROPERTY TAXES	337,062.93	337,062.93	1,137,949.00	-800,886.07	29.62
100-00-41150-000-000	MFL TAXES	0.00	0.00	200.00	-200.00	0.00
100-00-41802-000-000	LOTTERY CREDIT	0.00	69,198.59	0.00	69,198.59	0.00
TAXES		337,062.93	406,261.52	1,496,989.00	-1,090,727.48	27.14
100-00-43410-000-000	STATE SHARED REVENUES	0.00	36,641.97	243,624.00	-206,982.03	15.04
100-00-43420-000-000	2% FIRE DUES	0.00	42,104.70	33,000.00	9,104.70	127.59
100-00-43430-000-000	EXEMPT COMPUTER	0.00	263.97	270.00	-6.03	97.77
100-00-43440-000-000	PERSONAL PROPERTY AID	0.00	3,290.83	3,290.83	0.00	100.00
100-00-43530-000-000	TRANSPORTATION AIDS	0.00	107,884.41	106,618.00	1,266.41	101.19
100-00-43540-000-000	RECYCLING GRANTS	0.00	12,471.47	10,000.00	2,471.47	124.71
100-00-43550-000-000	VIDEO SERV PROVIDER FEE	0.00	15,175.31	15,175.00	0.31	100.00
100-00-43650-000-000	FOREST CROPLAND/MGED FOREST	0.00	6.46	6.49	-0.03	99.54
100-00-43750-000-000	ECONOMIC DEVELOPMENT	0.00	400.00	7,600.00	-7,200.00	5.26
100-00-43790-000-000 	DNR STORMWATER MGMT GRANT	0.00	0.00	105,700.00	-105,700.00	0.00
INTERGOVERNM	ENTAL REVENUES	0.00	218,239.12	525,284.32	-307,045.20	41.55
100-00-44100-000-000	BUSINESS/OCCUP LICENSE	0.00	100.00	200.00	-100.00	50.00
100-00-44110-000-000	LIQUOR & MALT BEVERAGE LICENSE	0.00	15,635.00	550.00	15,085.00	2,842.73
100-00-44115-000-000	OPERATORS LICENSES	0.00	260.00	250.00	10.00	104.00
100-00-44116-000-000	CIGARETTE LICENSE	0.00	100.00	100.00	0.00	100.00
100-00-44117-000-000	SODA WATER LICENSES	0.00	100.00	80.00	20.00	125.00
100-00-44120-000-000	OTHER BUSINESS & OCCUP LIC	100.00	100.00	0.00	100.00	0.00
100-00-44125-000-000	CABLE FRANCHISE INCOME	15,166.36	45,559.25	61,000.00	-15,440.75	74.69
100-00-44200-000-000	DOG LICENSES	15.00	2,145.00	4,000.00	-1,855.00	53.63
100-00-44201-000-000	WINNEBAGO CTY DOG LICENSES	0.00	980.89	1,000.00	-19.11	98.09
100-00-44300-000-000	BUILDING PERMITS NEW	0.00	20,800.00	12,000.00	8,800.00	173.33
100-00-44301-000-000	BUILDING PERMITS REMODELING	1,097.67	10,720.91	10,000.00	720.91	107.21
100-00-44302-000-000	EXTRA INSPECTIONS	0.00	0.00	100.00	-100.00	0.00
100-00-44310-000-000	CULVERT PERMITS	50.00	3,200.00	1,000.00	2,200.00	320.00
100-00-44311-000-000	OTHER PERMITS	0.00	69.20	100.00	-30.80	69.20
100-00-44400-000-000	ZONING PERMITS & FEE'S	0.00	0.00	200.00	-200.00	0.00
100-00-44500-000-000	RIGHT OF WAY	0.00	0.00	100.00	-100.00	0.00
LICENSES AND F	PERMITS	16,429.03	99,770.25	90,680.00	9,090.25	110.02
100-00-46100-000-000	ASSESSMENT CERTIFICATION'	180.00	2,220.00	2,500.00	-280.00	88.80
100-00-46101-000-000	LIQUOR LIC PUBLICATION FEE	0.00	-24.06	20.00	-44.06	-120.30
100-00-46310-000-000	SNOW REMOVAL	84.12	84.12	9,000.00	-8,915.88	0.93
202-00-46330-000-000	PARKLAND FEES	0.00	1,650.00	0.00	1,650.00	0.00
100-00-46420-000-000	REFUSE & GARBAGE COLLECTION	14,653.39	14,453.39	620,000.00	-605,546.61	2.33
100-00-46435-000-000	RECYCLING - WINN CTY REBATE	507.66	3,872.73	5,000.00	-1,127.27	77.45
100-00-46720-000-000	PARKLAND FEE INCOME	0.00	12,375.00	10,000.00	2,375.00	123.75
100-00-46850-000-000	SITE PLANS FEES	0.00	950.00	0.00	950.00	0.00
PUBLIC CHARGE	ES FOR SERVICES	15,425.17	35,581.18 =======	646,520.00	-610,938.82	5.50
100-00-48100-000-000	INTEREST GENERAL ACCOUNTS	4,163.06	23,245.81	2,000.00	21,245.81	1,162.29
100-00-48101-000-000	ARPA INTEREST	959.77	10,944.30	1,000.00	9,944.30	1,094.43
200-00-48101-000-000	FD SAVINGS INTEREST	0.00	1.46	0.00	1.46	0.00
100-00-48102-000-000	VERVE ACCTS	0.00	1,951.41	0.00	1,951.41	0.00

Page: ACCT 2

Fund: All Funds

			2024			
		2024	Actual	2024	Budget	% of
Account Number		August	08/30/2024	Budget	Status	Budget
100-00-48200-000-000	RENT REVENUE	450.00	8,550.00	8,000.00	550.00	106.88
100-00-48301-000-000	SALE OF GARB/RECYCLING TOTES	730.00	4,755.00	3,000.00	1,755.00	158.50
200-00-48500-000-000	FD DONATIONS	0.00	1,745.00	0.00	1,745.00	0.00
100-00-48900-000-000	OTHER MISC. REVENUES	0.00	359.00	0.00	359.00	0.00
200-00-48900-000-000	FD PANCAKE BRKFST	0.00	200.00	0.00	200.00	0.00
200-00-48901-000-000	FD CAR SHOW	0.00	6,180.00	0.00	6,180.00	0.00
200-00-48903-000-000	FD OPEN HOUSE	0.00	1,234.00	0.00	1,234.00	0.00
MISCELLANEOUS	S REVENUES	6,302.83	59,165.98	14,000.00	45,165.98	===== 422.61
100-00-49200-000-000	TRANSFERS FROM OTHER FUNDS	0.00	0.00	445,000.00	-445,000.00	0.00
OTHER FINANCIN	IG SOURCES	0.00	0.00	445,000.00	-445,000.00	==== 0.00 =====
Total Reve	nues	375,219.96	819,018.05	3,218,473.32	-2,399,455.27	===== 25.45

Page: ACCT

Fund: All Funds

2024

			2024	•••			
Account Number		2024 August	Actual 08/30/2024	2024 Budget	Budget Status	% of Budget	
Account Number		August	00/00/2024	Dauget	Otatus	Dauget	
100-00-51100-110-000	TOWN BOARD WAGES	1,300.00	11,250.00	15,452.00	4,202.00	72.81	
100-00-51100-130-000	TOWN BOARD SOC SEC/MEDICARE	99.46	860.74	1,125.00	264.26	76.51	
100-00-51100-209-000	ATTORNEY LEGAL FIRE DEPT	0.00	0.00	1,000.00	1,000.00	0.00	
100-00-51100-321-000	TOWN BOARD DUES	0.00	1,435.00	1,400.00	-35.00	102.50	
100-00-51100-390-000	TOWN BOARD MISC EXP	85.00	85.00	500.00	415.00	17.00	
100-00-51300-210-000	ATTORNEY LEGAL CONTRACT	1,360.00	9,272.50	15,000.00	5,727.50	61.82	
100-00-51300-218-000	ATTORNEY ORD CODIFICATION	0.00	1,195.00	2,000.00	805.00	59.75	
100-00-51400-200-000	GEN GOVT HR/PERSONNEL	0.00	0.00	500.00	500.00	0.00	
100-00-51400-310-000	GEN GOVT OFFICE SUPPLIES	1,937.76	4,321.38	3,000.00	-1,321.38	144.05	
100-00-51400-315-000	GEN GOVT OFFICE EQUIPMENT	233.59	2,021.20	2,500.00	478.80	80.85	
100-00-51400-320-000	GEN GOVT PUBLISHING & PRINTING	0.00	535.52	5,000.00	4,464.48	10.71	
100-00-51400-330-000	GEN GOVT MILEAGE	0.00	0.00	800.00	800.00	0.00	
100-00-51400-342-000	GEN GOVT COMPUTER & WEBSITE MA	4,682.36	25,800.07	18,000.00	-7,800.07	143.33	
100-00-51400-390-000	GEN GOVT MISC EXP	249.25	748.70	1,000.00	251.30	74.87	
100-00-51410-110-000	ADMINISTRATOR WAGES	8,750.00	60,796.40	95,254.40	34,458.00	63.83	
100-00-51410-130-000	ADMINISTRATOR SOC SEC/MEDICARE	669.38	5,797.14	7,286.96	1,489.82	79.55	
100-00-51410-131-000	ADMINISTRATOR WRS	603.75	4,194.95	6,572.55	2,377.60	63.83	
100-00-51410-132-000	ADMINISTRATOR HEALTH INSURANCE	42.43	10,035.77	16,136.64	6,100.87	62.19	
100-00-51410-380-000	ADMINISTRATOR DEPT EXPENSES	20.00	13,369.36	1,000.00	-12,369.36	1,336.94	
100-00-51411-110-000	OFFICE ASST WAGES	3,009.80	17,307.80	20,904.53	3,596.73	82.79	
100-00-51411-130-000	OFFICE ASST SOC SEC/MEDICARE	230.25	2,581.86	1,599.19	-982.67	161.45	
100-00-51420-110-000	CLERK TREAS WAGES	5,783.76	45,869.26	69,061.59	23,192.33	66.42	
100-00-51420-130-000	CLERK TREAS SOC SEC/MEDICARE	425.03	5,255.82	5,283.21	27.39	99.48	
100-00-51420-131-000	CLERK TREAS WRS	399.08	3,164.99	4,765.24	1,600.25	66.42	
100-00-51420-132-000	CLERK TREAS HEALTH INSURANCE	3,580.49	28,548.48	22,778.04	-5,770.44	125.33	
100-00-51420-380-000	CLERK TREAS DEPT EXPENSES	0.00	2,792.79	2,500.00	-292.79	111.71	
100-00-51420-390-000	CLERK TREAS MISC EXP	-241.27	752.35	8,000.00	7,247.65	9.40	
100-00-51421-110-000	DEPUTY CLERK TREAS WAGES	4,360.92	33,352.02	48,296.60	14,944.58	69.06	
100-00-51421-130-000	DEP CLERK TR SOC SEC/MEDICARE	330.86	2,496.15	3,722.18	1,226.03	67.06	
100-00-51421-131-000	DEPUTY CLERK TREAS WRS	309.18	2,332.00	3,332.42	1,000.42	69.98	
100-00-51421-132-000	DEPUTY CLERK TREAS HEALTH	2,486.16	19,507.41	15,593.16	-3,914.25	125.10	
100-00-51421-390-000	DEPUTY CLERK TREAS MISC EXP	0.00	375.25	500.00	124.75	75.05	
100-00-51440-110-000	ELECTIONS WAGES	0.00	4,070.00	12,000.00	7,930.00	33.92	
100-00-51440-380-000	ELECTIONS DEPT EXPENSES	437.14	2,975.37	5,000.00	2,024.63	59.51	
100-00-51510-211-000	AUDITOR AUDIT CONTRACT	420.00	15,802.50	16,000.00	197.50	98.77	
100-00-51530-212-000	ASSMT OF PROP ASSESSOR CONTRAC	4,620.00	36,960.00	55,440.00	18,480.00	66.67	
100-00-51530-380-000	BOARD OF REVIEW DEPT EXPENSES	0.00	60.00	300.00	240.00	20.00	
100-00-51530-390-000	ASSMT OF PROP MISC EXP	0.00	0.00	100.00	100.00	0.00	
100-00-51600-220-000	TOWN HALL UTILITIES	1,079.61	5,544.52	8,000.00	2,455.48	69.31	
100-00-51600-221-000	TOWN HALL GRASS/SNOW	400.00	2,000.00	3,000.00	1,000.00	66.67	
100-00-51600-223-000	TOWN HALL PHONE	233.56	1,870.70	4,000.00	2,129.30	46.77	
100-00-51600-225-000	TOWN HALL JANITORIAL	1,842.79	6,067.03	6,000.00	-67.03	101.12	
100-00-51600-380-000	TOWN HALL DEPT EXPENSES	283.30	4,621.33	5,000.00	378.67	92.43	
100-00-51600-510-000	TOWN HALL PROP/LIAB INSURANCE	3,562.00	3,622.00	10,000.00	6,378.00	36.22	
100-00-51600-820-000	TOWN HALL IMPROVEMENTS	2,385.00	2,385.00	5,000.00	2,615.00	47.70	
100-00-51900-313-000	OTHER GEN GOV POSTAGE	0.00	1,392.93	6,000.00	4,607.07	23.22	
100-00-51900-390-000	OTH GEN GOV MISC EXP	0.00	56.50	100.00	43.50	56.50	
100-00-51900-510-000	OTH GEN GOV PROP/LIAB INSURANC	13,179.00	10,788.17	5,000.00	-5,788.17	215.76	
100-00-51900-515-000	OTHER GEN GOV UNEMPLOY. COMP	0.00	0.00	1,000.00	1,000.00	0.00	
GENERAL GOVE	RNMENT 	69,149.64 	414,270.96 	541,803.71 	127,532.75 	76.46	
100-00-52200-120-000	FD CHIEF SALARY	833.33	6,666.64	10,000.00	3,333.36	66.67	

Page: ACCT

Fund: All Funds

			2024		-	
Account Number		2024 August	Actual 08/30/2024	2024 Budget	Budget Status	% of Budget
100-00-52200-121-000	FD ASST. CHIEF SALARY	416.66	3,333.28	5,000.00	1,666.72	66.67
100-00-52200-122-000	FD CAPT SALARY	500.00	4,000.00	6,000.00	2,000.00	66.67
100-00-52200-123-000	FD TREAS & SEC SALARY	200.00	1,600.00	2,400.00	800.00	66.67
100-00-52200-124-000	FD SAFETY/TRNG OFFICER SALARY	150.00	1,280.00	1,200.00	-80.00	106.67
100-00-52200-125-000	FD STAND BY PAY	0.00	4,786.00	21,500.00	16,714.00	22.26
100-00-52200-126-000	FD DRILL & FIRE ALLOWANCE	673.75	7,088.75	13,000.00	5,911.25	54.53
100-00-52200-130-000	FD SOC SEC/MEDICARE	268.82	2,947.06	9,594.00	6,646.94	30.72
100-00-52200-215-000	FD TOWN ALLOW TO FD	0.00	1,555.69	1,000.00	-555.69	155.57
100-00-52200-220-000	FD UTILITIES	1,001.22	5,116.90	6,500.00	1,383.10	78.72
100-00-52200-221-000	FD GRASS/SNOW	260.00	1,960.00	4,000.00	2,040.00	49.00
100-00-52200-223-000	FD PHONE	53.60	427.68	3,000.00	2,572.32	14.26
100-00-52200-224-000	FD COMPUTER & WEBSITE	630.00	736.56	4,200.00	3,463.44	17.54
100-00-52200-331-000	FD TRAINING	795.74	5,974.22	9,000.00	3,025.78	66.38
200-00-52200-331-000	FIRE DEPT TRAINING	0.00	50.00	0.00	-50.00	0.00
100-00-52200-341-000	FD SUPPLIES	261.46	13,393.34	3,500.00	-9,893.34	382.67
100-00-52200-360-000	FD VEHICLE MAINT	4,170.28	65,996.42	11,000.00	-54,996.42	599.97
100-00-52200-361-000	FD FIRE HALL MAINT	79.87	818.07	10,000.00	9,181.93	8.18
100-00-52200-362-000	FD SERVICE/REPAIR EQUIP	581.04	29,914.16	5,000.00	-24,914.16	598.28
100-00-52200-380-000	FD DEPT EXPENSES	0.00	1,510.19	1,500.00	-10.19	100.68
100-00-52200-390-000	FD MISC EXP	675.00	710.72	1,000.00	289.28	71.07
200-00-52200-390-000	FIRE DEPT MISC EXP	0.00	637.13	0.00	-637.13	0.00
200-00-52200-402-000	FIRE DEPT FUNDRAISING OTHER	0.00	811.26	0.00	-811.26	0.00
100-00-52200-510-000	FD PROP/LIAB INSURANCE	24,970.00	19,242.83	22,500.00	3,257.17	85.52
100-00-52200-810-000	FD EQUIPMENT	173,220.46	174,025.79	4,000.00	-170,025.79	4,350.64
200-00-52200-810-000	FIRE DEPT EQUIPMENT	0.00	3,335.88	0.00	-3,335.88	0.00
100-00-52210-000-000	2% FIRE DUES SERVICE AWARD	0.00	0.00	10,000.00	10,000.00	0.00
100-00-52210-128-000	2% FIRE DUES INSPECT REL TRAIN	0.00	0.00	500.00	500.00	0.00
100-00-52210-322-000	2% FIRE DUES FIRE INSPECT & PU	60.00	26,172.67	5,500.00	-20,672.67	475.87
100-00-52210-810-000	2% FIRE DUES DIST EQUIPMENT	0.00	0.00	17,000.00	17,000.00	0.00
100-00-52220-000-000	PUBLIC FIRE PROTECTION	165,827.00	165,827.00	165,827.00	0.00	100.00
100-00-52300-000-000	AMBULANCE	0.00	24,980.40	25,207.20	226.80	99.10
100-00-52302-000-000	FIREHOUSE SUBS GRANT FUNDS	0.00	4,145.00	0.00	-4,145.00	0.00
100-00-52310-122-000	FIRST RESPONDER CAPT SALARY	208.33	1,666.64	2,625.00	958.36	63.49
100-00-52310-127-000	FIRST RESPONDER CALL ALLOWANCE	1,245.00	10,125.00	10,000.00	-125.00	101.25
100-00-52310-130-000	FIRST RESPONDER SOC SEC/MEDICA	111.21	902.23	0.00	-902.23	0.00
100-00-52310-331-000	FIRST RESPONDER TRAINING	0.00	480.00	2,000.00	1,520.00	24.00
100-00-52310-390-000	FIRST RESPONDER MISC EXP	0.00	0.00	200.00	200.00	0.00
100-00-52310-810-000	FIRST RESPONDER EQUIPMENT	0.00	1,389.75	6,000.00	4,610.25	23.16
100-00-52400-130-000	BUILDING INSPECTOR SOC SEC/MED	0.00	869.05	1,606.50	737.45	54.10
100-00-52400-213-000	BUILDING INSPECTOR CONTRACT	13,139.68	25,427.18	21,000.00	-4,427.18	121.08
100-00-52400-390-000	BUILDING INSPECTOR MISC EXP	13,247.00	16,059.46	1,200.00	-14,859.46	1,338.29
PUBLIC SAFETY		403,579.45	635,962.95	423,559.70	-212,403.25	150.15
100-00-53100-130-000	PUBLIC WORKS SOC SEC/MEDICARE	0.00	0.00	3,000.00	3,000.00	0.00
100-00-53101-000-000	GENERAL MAINT LOCAL RDS	24,145.87	67,395.62	130,000.00	62,604.38	51.84
100-00-53102-000-000	HWY & ST. CONST LOCAL RDS	0.00	154,272.58	155,000.00	727.42	99.53
100-00-53103-000-000	TRAFFIC CONTROL	291.65	561.21	1,500.00	938.79	37.41
100-00-53104-000-000	RD INSPECTOR HRLY WAGE	1,595.00	10,092.00	30,000.00	19,908.00	33.64
100-00-53104-130-000	RD INSPECTOR SOC SEC/MEDICARE	122.01	771.97	0.00	-771.97	0.00
100-00-53104-390-000	RD INSPECTOR MISC	108.44	877.98	16,253.00	15,375.02	5.40
100-00-53105-000-000	DRAINAGE & CULVERTS	0.00	3,340.65	20,000.00	16,659.35	16.70
100-00-53106-000-000	SNOW REMOVAL EXPENSE	0.00	63,585.32	120,000.00	56,414.68	52.99
		0.00	20,000.02	.20,000,00	J., 1100	32.00

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Fund: All Funds

		2004	2024	2024	Product	0/ -\$
Account Number		2024 August	Actual 08/30/2024	2024 Budget	Budget Status	% of Budget
100-00-53107-000-000	SNOW REMOVAL PRIV ROADS	0.00	2,700.50	9,000.00	6,299.50	30.01
100-00-53420-000-000	STREET LIGHTING	785.68	5,499.76	9,000.00	3,500.24	61.11
100-00-53432-000-000	SIDEWALK MAINT	0.00	0.00	1,500.00	1,500.00	0.00
100-00-53440-450-000	STORM WATER PLANNING	0.00	11,135.77	5,000.00	-6,135.77	222.72
100-00-53440-451-000	STORM WATER MANAGEMENT	1,790.47	9,037.47	50,000.00	40,962.53	18.07
100-00-53630-000-000	REFUSE & GARBAGE COLLECTION	34,621.35	233,471.02	437,944.00	204,472.98	53.31
100-00-53635-000-000	RECYCLING	16,685.79	116,800.53	198,235.00	81,434.47	58.92
100-00-53635-343-000	RECYCLING TOTES GARB/RECY	0.00	4,068.30	0.00	-4,068.30	0.00
100-00-53640-000-000	WEED & NUISANCE CONTROL	0.00	0.00	1,000.00	1,000.00	0.00
PUBLIC WORKS		80,146.26	683,610.68	1,187,432.00	503,821.32	==== 57.57 =====
100-00-54100-000-000	PUBLIC HEALTH ANIMAL CONTRO	0.00	1,500.00	500.00	-1,000.00	300.00
100-00-54110-000-000	DOG TAX FEES PAID TO COUNT	0.00	1,178.00	1,200.00	22.00	98.17
HEALTH AND HU	MAN SERVICES	0.00	2,678.00	1,700.00	-978.00	157.53
100-00-55200-110-000	PARKS WAGES	250.00	2,712.50	10,000.00	7,287.50	27.13
100-00-55200-130-000	PARKS SOC SEC/MEDICARE	19.13	207.51	0.00	-207.51	0.00
100-00-55200-363-000	PARKS MAINTENANCE EXP	2,489.50	13,761.56	25,000.00	11,238.44	55.05
100-00-55200-390-000	PARKS MISC EXP	39.11	15,411.05	3,000.00	-12,411.05	513.70
100-00-55201-820-000	PARKS IMPROVEMENTS	0.00 ======	1,708.78 	5,000.00 	3,291.22 ========	34.18
CULTURE, RECR	EATION AND EDU.	2,797.74 ========	33,801.40	43,000.00	9,198.60	78.61
100-00-56200-455-000	ECONOMIC DEV WC-IDB	0.00	0.00	7,600.00	7,600.00	0.00
100-00-56200-456-000	ECONOMIC DEV T.I.F.	2,567.50	22,259.17	10,000.00	-12,259.17	222.59
100-00-56300-110-000	PLANNING COMMISSION WAGES	325.00	1,425.00	1,800.00	375.00	79.17
100-00-56300-390-000	PLANNING COMMISSION MISC EXP	0.00	12,698.47	50,000.00	37,301.53	25.40
100-00-56400-452-000	LAND USE/ZONING SURVEYING &FYG	1,718.58	5,976.08	5,000.00	-976.08	119.52
100-00-56400-453-000	LAND USE/ZONING ENGINEERING	234.00	1,093.00	50,000.00	48,907.00	2.19
100-00-56400-454-000	LAND USE/ZONING STM WATER POND	65,323.55 =======	76,053.23 	125,000.00 	48,946.77 =======	60.84
CONSERVATION	AND DEVELOPMENT	70,168.63 =======	119,504.95	249,400.00	129,895.05	47.92
100-00-57100-000-000	LRP ENGINEERING & CONSTRUCT	3,587.50	152,933.80	60,000.00	-92,933.80	254.89
100-00-57200-000-000	RESERVE FOR TOWN REVALUATION	0.00	0.00	10,000.00	10,000.00	0.00
100-00-57301-000-000	BELLHAVEN LANE POND	3,467.05	5,994.29	30,000.00	24,005.71	19.98
100-00-57302-000-000	LEONARD POINT DETENTION POND	3,505.34	11,485.52	8,738.00	-2,747.52	131.44
100-00-57400-000-000	FIRE EQUIPMENT	0.00	0.00	256,000.00	256,000.00	0.00
100-00-57500-000-000	JONES PARK	0.00	0.00	30,000.00	30,000.00	0.00
CAPITAL OUTLA	Υ	10,559.89	170,413.61	394,738.00	224,324.39	43.17
100-00-58100-610-000	GO REFUNDING BOND PRINCIPAL	0.00	0.00	220,000.00	220,000.00	0.00
100-00-58200-620-000	OMRO ROAD INTEREST	50,149.80	265,837.60	102,741.60	-163,096.00	258.74
100-00-58201-620-000	STORM SEWER INTEREST	17,620.20	93,402.40	36,098.40	-57,304.00 ======	258.74
DEBT SERVICE		67,770.00	359,240.00	358,840.00	-400.00 	100.11
Total Expe	nses	704,171.61	2,419,482.55	3,200,473.41	780,990.86	75.60
Net Totals		-328,951.65	-1,600,464.50	17,999.91	1,618,464.41	-8,891.51



AGENDA MEMORANDUM

To: Honorable Town Chairperson and Town Supervisors

From: Maggie Mahoney, Administrator

Date: September 18, 2024

RE: Ordinance No. 2024-02, An Ordinance Amending to Chapter 15 of the Code of

Ordinances for the Town of Algoma: Citations

SUMMARY:

At the August 21, 2024 Town Board meeting Town Attorney Pluff provided the attached memo on ordinance enforcement and discussed this process with the Board. Per that memo:

Step 1 is to draft an amendment to the citation ordinance to allow for citations to be issued by a Town Official.

Step 2 is the Board approving the amended ordinance. The Board should also create/amend its fee schedule in order to allow for correct citation amounts for violations.

Per Step 2, the Board is presented with the amended ordinance for discussion and consideration at this meeting.

Attached is Ordinance 2024-2, which amends and restates two sections of Chapter 15, Citations. Also attached is the current code for these same two sections.

The following is a summary of the changes:

15-3 Schedule of deposits. Provides adequate language to administer schedule of deposits, including naming Winnebago County Circuit Court as entity for cash deposits.

15-4 Issuance and service of citation. Added language makes the ordinance compliant with Wis. Stat. Sec. 66.0113 by stating the Town Board may authorize a Town official or officials to issue citations on behalf of the Town and also authorizing the Town Administrator to issue citations. The authorizations for the Building Inspector and Town Road/Drainage Coordinator remain from the current code.

Attorney Pluff will be present at the meeting to discuss with the Board. The Town Administrator recommends the ordinance as presented.

Next steps upon approval of an amended ordinance:

Review/amendment of the fee schedule will require additional discussion and action, to take place a future meeting.

Coordinate with Winnebago County Clerk of Court in setting up citation intake for the Town.

Town obtains a citation booklet and many begin issuing citations.

Town Attorney prosecutes the citation in court.

RECOMMENDED ACTION: Approve the amended ordinance as presented. Should the Board agree the following motion may be made:

"Motion to approve Ordinance No. 2024-02, An Ordinance Amending to Chapter 15 of the Code of Ordinances for the Town of Algoma: Citations."

ATTACHMENTS:

- 1. Ord No. 2024-2 Amending Chapter 15 Citations
- 2. Current Town Code Chapter 15 sections 15.3 and 15.4
- 3. Attorney Pluff memo on citation ordinance dated 8.16.24

ORDINANCE NO. 2024 – 02

AN ORDINANCE AMENDING TO CHAPTER 15 OF THE CODE OF ORDINANCES FOR THE TOWN OF ALGOMA: CITATIONS

The Town Board of Supervisors of the Town of Algoma, Winnebago County, Wisconsin, do ordain as follows:

- 1. AUTHORITY/ PURPOSE. The Town Board of the Town of Algoma, Winnebago County, Wisconsin, has the specific authority under s. 66.0113, Wis. stats., to adopt this ordinance. The purpose of this ordinance is to authorize the Town Board of the Town of Algoma, or its designees, to issue citations for violations of Town of Algoma ordinances, including ordinances with statutory counterparts.
- 2. AMENDMENT. Sections 15.3 and 15.4 of the Municipal Code for the Town of Algoma, Winnebago County, Wisconsin, are hereby rescinded and restated as follows:
 - A. Section 15-3 of the Code of the Town of Algoma is hereby rescinded and restated as follows:
 - § 15-3 Schedule of deposits.
 - A. The schedule of cash deposits shall be established by the Town Board for use with citations issued under this chapter according to the penalty provisions of this Code, a copy of which is on file with the Town Clerk.
 - B. The town board names the following court, clerk of court, or other official to whom cash deposits are to be made and requires that receipts shall be given for cash deposits: Winnebago County Circuit Court.
 - C. The town board requires that in traffic regulation violation actions, except for parking regulation violations, the uniform traffic citation specified in s. 345.11, Wis. stats., shall be used by the Town of Algoma in lieu of the citation form described in section 15-2.
 - D. The town board requires that in actions for violations of Town of Algoma ordinances enacted in accordance with s. 23.33 (11) (am), 23.335 (21) (a), or 30.77, Wis. stats., the citation form specified in s. 23.54, Wis. stats., shall be used in lieu of the citation form described in section 15-2.
 - B. Section 15-4 of the Code of the Town of Algoma is hereby rescinded and restated as follows:
 - § 15-4 Issuance and service of citation.
 - A. Town of Algoma citations may be issued by the Town Board of the Town of Algoma, or the Town Board of the Town of Algoma may designate

- certain Town of Algoma, Winnebago County, or other municipal officials, with their written approval, to issue such citations.
- B. Town of Algoma citations, in addition, may specifically be issued by the Town Administrator. This official may also designate a person to issue such Ordinances for the Town of Algoma and this official may revoke this authority to issue anytime.
- C. The Town Building Inspector is authorized to issue citations in regard to Chapter 135, Article I, of the Town Code relating to building permits, Chapter 139 of the Town Code relating to demolition of buildings, Chapter 260 of the Town Code relating to public works, and the Uniform Dwelling Code as adopted by Chapter 135, Article II, of the Town Code and may be amended from time to time.
- D. The Town Road/Drainage Coordinator may issue such citations with respect to violations of Chapter 288, Article II, of the Town Code relating to excavations and utilities in Town highways, Chapter 260 of the Town Code relating to public works, and any other matters over which he is specifically given jurisdiction
- E. The Town of Algoma Town Board has designated the Town Chair, Town Administrator, or any person approved by the Town Board to serve any citations for the Town of Algoma upon issuance. Any person specifically authorized by the Town Board to issue citations by the Town Board of the Town of Algoma may also serve such citations.

3.	EFFEC	TIVE DA	ATE.

This ordinance is effective on publication or posting	5.
Adopted by the Town Board of Algoma, Winnebago	o County, Wisconsin on this day of
ATTEST:	Joel Rasmussen, Town Chair
Katherine Reinbold Municipal Clerk/Treasurer	

Town of Algoma, WI Wednesday, September 11, 2024

Chapter 15. Citations

§ 15-3. Schedule of deposits.

The schedule of cash deposits shall be established by the Town Board for use with citations issued under this chapter according to the penalty provisions of this Code, a copy of which is on file with the Town Clerk.

[1] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

§ 15-4. Issuance of citation.

- A. The Town Building Inspector is authorized to issue citations in regard to Chapter 135, Article I, of the Town Code relating to building permits, Chapter 139 of the Town Code relating to demolition of buildings, Chapter 260 of the Town Code relating to public works, and the Uniform Dwelling Code as adopted by Chapter 135, Article II, of the Town Code and may be amended from time to time.
- B. The Town Road/Drainage Coordinator may issue such citations with respect to violations of Chapter **288**, Article **II**, of the Town Code relating to excavations and utilities in Town highways, Chapter **260** of the Town Code relating to public works, and any other matters over which he is specifically given jurisdiction.
- [1] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II).

LEGAL MEMORANDUM

To: Town of Algoma Board of Supervisors

From: Tyler D. Pluff Date: August 16, 2024

Re: Ordinance Enforcement



Dear Town Board Supervisors:

It is my understanding that the Town desires to implement a procedure that would allow for the Town to penalize violators of the Town's ordinances. Below is a general overview of a procedure available to the Town and an outline showing the steps the Town will need to take to move forward if it desires.

Currently the only method of enforcement available to the Town looks to be through the injunction procedure in the courts. However, this method is normally only useful for continuing and obvious violations that require an increased response through the court system.

State statutes allow for a municipality to enforce its ordinances through a citation procedure. The requirements for this procedure are outlined in Wis. Stat. Sec. 66.0113. A general citation ordinance would allow the Town to issue citations for nuisance properties, failing to obtain proper permits, and other violations of Town Ordinances. These monetary fines do not result a court order to halt the activity as an injunction would but may become an important step in notifying someone of their violation of Town Ordinances.

In review of the Town's current ordinances, the Town looks to have previously enacted a version of the citation ordinance under Chapter 15. However, the authorization to issue the citations is only given to the building inspector and road supervisor for violations of specific codes.

The Town would therefore benefit by amending Chapter 15 of its ordinances to a general citation ordinance compliant with Wis. Stat. Sec. 66.0113. Under the statute, the Town Board may authorize a Town official or officials to issue citations on behalf of the Town. Normally this task is assigned to the administrator. The Town could also keep the citations available to the building inspector and road/drainage coordinator.

Once the Town has proper ordinance in place and an official has the authority to issue the citations, the Town must then set up its citation procedure with a Court. While the Town has the option of creating its own municipal court, there is also the option of having tickets heard in the circuit court. In this instance, given that the Town does not have its own police department, the Town should elect to have its citations heard at the same time as other municipalities in the circuit court.

The authorized Town offical will mail out citaitons, by certified mail, to violators. The Town will need to acquire a citation booklet that contains the information required by the statute and ordinance. The citation would have a date on which the violator would be required to appear in court, and a fine amount. The appearance in court is the Intake Date.

Based on previous emails with the Clerk of Courts, "Intake Hearings" would likely take place on Tuesdays at 9:00 a.m.. The Town Attorney would be present at intake, to discuss the citations with violators who appear. If not guilty pleas are entered, then the matter would proceed to a potential pretrial conference, and then a hearing in front of a circuit court judge. It is important to note that all payments are made to the circuit court because there are fees involved with filing citations in the circuit court and the remainder is then distributed to the Town.

In summary the following steps would need to completed in order to implement a proper citation procedure:

- Step 1: An amended citation ordinance is drafted that allows for citations to be issued by a Town Official
- Step 2: Citation Ordinance Amendment is approved by the Town Board. The Town Board should also create/amend its fee schedule in order to allow for correct citation amounts for violations
- Step 3: The Town will need to coordinate with Winnebago County Clerk of Court in setting up citation intake for the Town
- Step 4: The Town obtains a citation booklet and may begin issuing citations
- Step 5: The Town Attorney prosecutes the citation in court.

This memorandum gives a general overview of the process. I will be attending the Town Board Meeting in person to answer questions that you may have regarding the process.

I look forward to discussing the topic with you further at your meeting.

Town Counsel Law & Litigation, LLC

<u>& Tyler D. Pluff</u> Tyler D. Pluff



AGENDA MEMORANDUM

To: Honorable Town Chairperson and Town Supervisors

From: Maggie Mahoney, Administrator

Date: September 18, 2024

RE: 2025 Emergency Medical Service with City of Oshkosh

SUMMARY:

The Town received the attached communication regarding Emergency Medical Service rates for 2025 dated 8/29/24. The City followed up with a meeting to discuss the rates on 9/12/2024 which I attended.

For the reasons stated in the letter, primarily the addition of a fourth ambulance and using a cost recover model, the rates for 2025 (effective January 1, 2025) are estimated to increase to either \$31.20 per resident or \$26.40 per resident if they obtain a SAFER grant.

The fourth ambulance would go into service on July 1, 2025—so the first year/2025 is prorated.

These are estimates for cost per capita—the final cost will be based on actual revenue and expenditures. This will allow the ability to reduce the cost should additional revenues and grants be available. Costs could also increase.

The Town currently has an agreement with the City to provide this service through 2026, but due to the increase to municipalities they are requesting each municipality to decide by October 1, 2024 if they want to retain service in 2025.

Fiscal Impact:

The Town is billed for service each October and pays the bill in February—so we are able to budget for this cost. For example, the 2023 service bill was received in October 2023 and paid in February 2024. Meaning, this particular increase for the 2025 service year will be included in the 2026 budget. As previously known, rates did increase to \$11.40 per capita for the 2024 service.

The Town Board can set a fee to recover costs for ambulance service as long as the fee bears a reasonable relationship to the service for which the fee is imposed (Wis. Stat.

\$66.0628). The fee must be reasonable in light of the town's costs and may not be used to raise revenues.

The following is a summary of the estimated annual cost for EMS service with the City:

Service Year	Budget Year	Per capita <u>amount</u>	Per capita <u>w/ grant</u>	Total (no grant / grant)*
2023	2024	\$3.60	NA	\$24,980 (actual)
2024	2025	\$11.40	NA	\$79,823
2025	2026	\$31.20	\$26.40	\$218,462 / \$184,853
2026	2027	\$37.77	\$27.73	\$264,465 / \$194,165

^{*}using 7,002 population estimate

Staff recommends continuing service with the City for 2025 for the following reasons:

The increased costs are due to changing the cost methodology to a cost recovery model wherein actual costs will be distributed to all municipalities using the service and not subsidized in part by the City. In addition, they are addressing the need for the fourth ambulance. Although it is a dramatic increase, it is due to those costs not being addressed by the City in the past.

The municipalities covered by the agreement have looked into alternative services and there is currently not another option that is as cost effective that provides this level of service.

The effect of the General Fund is significant and I advise the Board to seriously consider implementing a fee to recover at least part, if not all, of the ambulance service costs. We will discuss that fee as part of the budget process.

RECOMMENDED ACTION: Staff recommends continuing Emergency Medical Services in 2025 with the City of Oshkosh. Should the Town Board agree the following motion may be made:

"Motion to approve continuing Emergency Medical Services in 2025 with the City of Oshkosh."

ATTACHMENTS:

- 1. 8.29.24 Emergency Medical Service Rates for 2025
- 2. 9.12.24 EMS meeting materials





SEP 0 3 2024

TOWN OF ALGOMA
WINNEBAGO COUNTY, WISCONSIN

August 29, 2024

Town of Algoma 15 N Oakwood Rd Oshkosh, WI 54904

RE: Emergency Medical Service Rates for 2025

Dear Municipal Leader,

Like many communities across the state, the City of Oshkosh is faced with significant increases in demand for EMS services, along with rising costs. Recently, City staff presented the Common Council with an updated community risk assessment that confirmed that the cost and demand of emergency medical services continue to climb and **pose a significant public safety risk if not properly addressed**. Over the last 5 years, call volume has increased 16.7%, a trend that continues to accelerate. Just last month, **we saw a record number of calls for service** and the highest unit-hour utilization for our medics.

To meet the growing community needs, the Common Council has directed staff to add a fourth ambulance unit to our Fire Department, effective July 1, 2025. This will have a direct impact on the cost to City of Oshkosh taxpayers and, in turn, our municipal partners. With these growing costs, the Council has also directed that the full share of EMS costs be allocated proportionally to all municipalities benefitting from the service.

As you know, the City of Oshkosh has historically absorbed much of the cost of delivering EMS service. While adjustments were made to the allocation last year, it remained far below the actual cost to deliver services, even before the addition of a fourth ambulance. City staff has prepared the attached estimate of EMS costs for 2025 with the inclusion of the fourth ambulance. Based on actual costs for service, the per capita cost for 2025 is estimated at \$31.20.

We recognize that this amount represents a significant increase from existing rates. We do not make this decision lightly, but recognize that it is necessary to meet our community's public safety needs and to ensure costs are apportioned fairly and equitable for all beneficiaries. The rate is also in line with the independent assessment completed by the Wisconsin Policy Forum in 2022 that identified, at that time, an estimated per capita cost of \$33.67 for service with a fourth ambulance.

We remain committed to providing high-quality EMS services to our municipal partners, as we have done for two decades. In accordance with our existing agreement, we are providing this information by September 1, 2024, so that you can make a decision by October 1, 2024 as to whether or not you wish to continue receiving the service from the City of Oshkosh in 2025. If your municipality does not wish to continue this service at these rates, our service will terminate on January 1, 2025.

We know that these increases represent a challenge for our municipal partners, as it does for the City. We look forward to working collaboratively with all of our partner municipalities in the year ahead to identify the best long-term solutions for our shared public safety needs.

Details regarding an informational meeting on the updated rates will be forthcoming from Fire Chief Mike Stanley. In the meantime, please contact Fire Chief Mike Stanley or City Manager Mark Rohloff with any questions at mstanley@oshkoshwi.gov or 920-236-5235 and mrohloff@oshkoshwi.gov or 920-236-5000.

Sincerely,

Mark Rohloff

Man to Robote

City Manager

Mike Stanley Fire Chief

Mille D. Shwelle

cc: Mayor Mugerauer and Members of the Common Council

Projected Per Capita Rate for EMS Services Delivered in 2025



Personnel Costs	P-31
Total Pay and Benefits for 33 Firefighter/Paramedics assigned to ambulances	\$4,087,672
Total Pay and Benefits for 3 EMS Coordinators	\$429,401
Total Pay and Benefits for 8 Firefighter/Paramedics to staff 4th ambulance unit for .5 year	\$407,719
Total Pay and Benefits for the Division Chief of EMS	\$171,588
Total Personnel Costs	\$5,096,380
Medical Direction	
Cost of Contracting Medical Director	\$20,000
Total Cost for Medical Direction	\$20,000
Equipment and Supplies	
Cardiac Monitors are Replaced on a 10-year Schedule	
Total Cost of Purchasing Cardiac Monitors	\$1,112,930
10% of Cost of Cardiac Monitors	\$111,293
Annual Cost for Durable and Disposable EMS Supplies	\$189,400
Annual Cost for Repair of EMS Equipment	\$12,000
Total Cost of Equipment & Supplies	\$312,693
Preventative Maintenance Contracts	
Cost of Annual Maintenance Contract for Stretchers	\$19,000
Cost of Annual Maintenance Contract for Patient Lifting and Moving Devices	\$7,700
Total Cost of Preventative Maintenance Contracts	\$26,700
Software and Cloud Based Services	
Annual Cost of Record Management Software	\$24,000
Annual Cost of Archive for Records Management Software	\$875
Annual Cost for Software Integration	\$5,700
Annual Cost for Controlled Substance Tracking Software	\$2,650
Annual Cost for Application Based Software for EMS Protocols	\$4,500
Annual Cost for Crash Recovery Software	\$830
Total Cost of Software and Cloud Based Services	\$38,555
EMS Training	
Annual Cost for External EMS Training	\$3,000
Fleet Costs	
Vehicles are Replaced on a 9-year Schedule	
Total Cost of 3 Ambulances Purchased in 2024	\$1,045,341
Total Cost of 3 Ambulances Purchased in 2019	\$849,000
Total Cost of 3 Ambulances Purchased in 2016	\$709,500
Total Cost of Division Chief of EMS Vehicle Purchased in 2023	\$55,358

Total Cost of Vehicles	\$2,659,199
1/9 cost of Vehicles	\$295,437.01
Parts	\$69,940
Labor	\$42,188
Fuel	
Diesel Fuel in Gallons	12,822
Cost Per Gallon of Fuel	\$3.65
Total Cost of Fuel	\$46,800.30
Total Cost of Fleet	\$454,365.31
Total Operational Costs	
	\$5,951,693.31
Overhead Costs	
	F 1900 of the Colors Belog sale of the Color
Departmental Overhead	
Calculated at 7% of Total Operational Costs	\$416,618.53
City Of Oshkosh Administrative Overhead	
Calculated at 3% of Total Operational Costs	\$178,550,80
Total Costs for EMS System	
	\$6,546,862.64
Total EMS Revenue	1 70,540,802.04
The state of the s	\$3,600,000
Projected Total for EMS Billing (Net Revenue After Billing Fee)	\$3,000,000
Projected Total for Funding from the Wisconsin Funding Assistance Program	\$55,000
T-4-1 FAAC D	\$3,633,000
Total EMS Recenue	\$3,033,000
M. (On westless Co.)	62.012.962.67
Net Operating Cost	\$2,913,862.64
Population	
Population for the City of Oshkosh	67,245
Population for Contracted Municipalities	26,149
Total Population of EMS Service Area	93,388
Projected Per Capita Cost for Service	\$31.20

PLEASE NOTE THAT THESE ARE PROJECTIONS AND ARE SUBJECT TO CHANGE WITH INCREASES IN EXPENSES OR REVENUE

Oshkosh Fire Department County Ambulance Services

Annual Information

August 23, 2024



1976

First Oshkosh Fire Department (OFD) ambulance starts serving the City of Oshkosh.

1981

Paramedic level care now available to the Oshkosh Community.

2004

January 1 the Oshkosh Fire Department begins providing ambulance service to the towns of Algoma, Black Wolf, Omro, Rushford, Utica, Winneconne and Poygan along with the Village of Winneconne and City of Omro. Aurora Health Care subsidizes ambulance service \$143,000. Cost per capita \$12.71.

2005

Third ambulance added to the fleet to cover the additional calls for service.

2008

Aurora HealthCare subsidizes \$155,000; Cost per capita \$9.18.

2013

Aurora HealthCare no longer subsidizing ambulance service

2020

OFD stops inter-facility transports.



2022

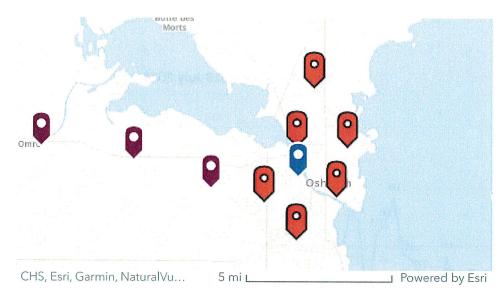
Wisconsin EMS Association names Oshkosh Fire Department as EMS Service of the Year

Service Area

The City of Oshkosh Fire Department is responsible for providing emergency medical services to more than 90,000 people, 38,000 households over a 233 square miles area. More than half of all EMS responses outside the city occur more than 10 miles from the City's boundary.

Area	Population	Daytime Population
EMS Area - Outside of City	26,143	19,171
EMS Area - Inside City	67,245	74,717
Total	93,388	93,388

Households	Area (in Square miles)	
10,590	205.87	
27,600	27.67	
38,190	233.54	

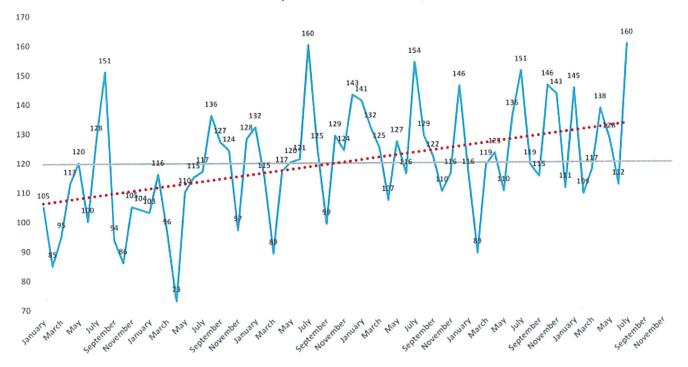


City of Oshkosh Fire Department Ambulance Service Area covers over 233 square miles

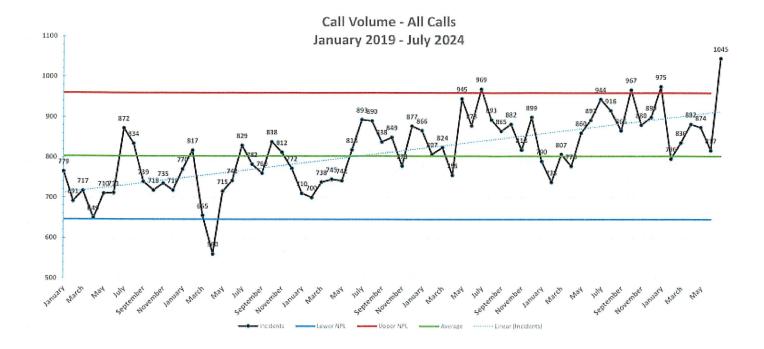
Aging Population

According to the U.S. Census Bureau, American Community Survey 2012-2016, over 35 percent of rural communities in Wisconsin are 65 and older. (Source: The Older Population in Rural America: 2012-2016). This report discusses current and future implications of an aging population including specialized medical care, housing and transportation. As rural communities seek to add development in the form of nursing homes and assisted living facilities, the needs of these residents increase the level of demand for ambulance service.

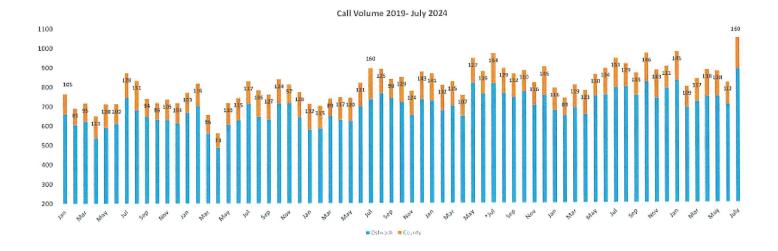
County Call Volume 2019-July 2024



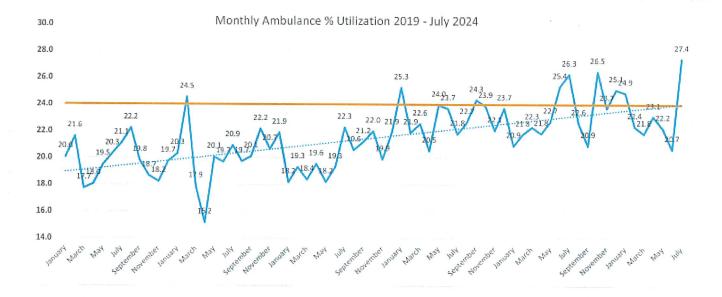
In Winnebago County, rural communities are increasingly consuming resources of a system that was not established to support outlying communities. As demand for services increases outside of Oshkosh, it is taxing service capabilities of the Oshkosh Fire Department. Between 2019 and July 2024, call volume to outlying communities has increased by 14.9%. With the aging population, it is expected that the number of calls will continue to escalate.



The Oshkosh Fire Department call volume has increased by 16.7% between 2019 and 2024.

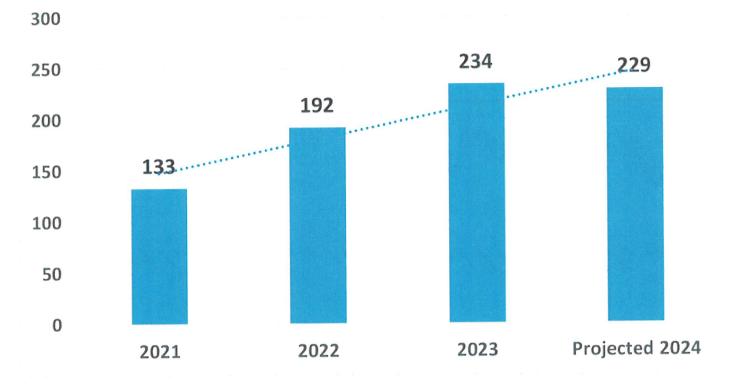


Calls to outside of Oshkosh average 17.3% of total call volume



Ambulance utilization hours have increased by 36.8% from January 2019.

Cross Staff Utilization Out of Service Hours



When all 3 ambulances are in the field working, additional requests for service may come in to the Communication Center. At that point a "Cross-Staff Ambulance" is sent into the field for a 4th, 5th, or 6th simultaneous EMS incident.

Cross Staff ambulance include the following:

- M214 is located at Station 14;
- · M216 located at Station 16;
- M218 located at Station 18; and
- M219 is located at Station 19.

Firefighter/Paramedics then move from an Engine Company to an ambulance. That effectively is removing fire service protection during that period of OOS.

Cross Staff ambulance out of service hours has increased by 75.9% between 2021 and 2023.

Funding for EMS

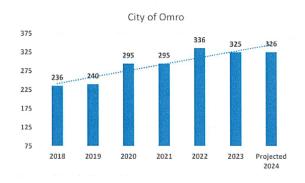
EMS systems receive very little in the way of federal or state subsidies. To offset a portion of our operating costs, we seek reimbursement from individuals for transport to the hospital. This has proven insufficient to cover the costs associated with EMS delivery in Winnebago County.

- Medicare and Medicaid reimbursement rates fails to match the cost of service.
- The current fee for transport model of EMS funding does not adequately account for the non-transport costs,
 - including the cost of medical care rendered to patients;
 - the cost of caring for patients who ultimately decline ambulance transport to the hospital; and
 - the cost of readiness associated with maintaining the capability to quickly respond to emergencies on a 24/7 basis.
- Nearly 29% of all EMS responses in the townships resulted in no transport. This is a 2% increase from last year.

City of Omro

Between 2018 and 2023, call volume in the City of Omro has increased 38.74%. The number of incidents for 2024 are projected based on 7 months of data.

- Between January 1 and July 31 of 2024, OFD cared for 190 patients in the City of Omro.
- 90% of the time, we responded within 19 minutes 42 seconds.
- Our average response time to the City of Omro is 16 minutes 18



seconds.

• When we travel to the City of Omro, 90% of the time it means our ambulance is out of service 1:12:31.

City of Oshkosh

Between 2018 and 2023, EMS calls in the City of Oshkosh increased 29.6%. The number of incidents for 2024 are projected based on 7 months of data.

- Between January 1 and July 31 of 2024, OFD responded to 3,825
 EMS calls in the City of Oshkosh
- 90% of the time, we responded within 7:03
- 90% Incident Unit Notified By
 Dispatch To Unit Back In Service
 1:02:12



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Town of Algoma

Between 2018 and 2023, call volume in the Town of Algoma has increased 27.2%. The number of incidents for 2024 are projected based on 7 months of data.

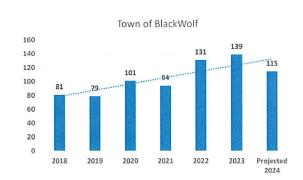
- Between January 1 and July 31 of 2024, OFD responded to 180 calls in the Town of Algoma
- 90% of the time, we responded within 13:44
- Our average response time to Algoma is 9:25
- When we travel to Algoma, 90%
 of the time it means our ambulance is out of service



Town of Black Wolf

Between 2018 and 2023, EMS incidents to the Town of Black Wolf have increased 71.6%. The number of incidents for 2024 are projected based on 7 months of data.

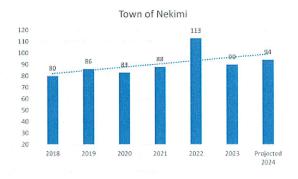
- Between January 1 and July 31 of 2024, OFD responded to 67 calls in the Town of Black Wolf.
- 90% of the time, we responded within 19:07
- Our average response time to Black Wolf is 14:46
- When we travel to Black Wolf,
 90% of the time it means the ambulance is out of service for 01:29:47.



Town of Nekimi

Between 2018 and 2023, EMS incidents to the Town of Nekimi has increased 12.5%. The number of incidents for 2024 are projected based on 7 months of data.

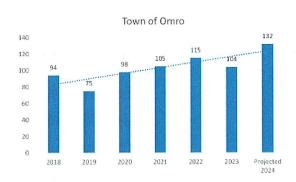
- Between January 1 and July 31 of 2024, OFD responded to 55 calls in the Town of Nekimi.
- 90% of the time, we responded within 18:06.
- Our average response time to Town of Nekimi 13:33.
- When we travel to Nekimi, 90% of the time it means our ambulance is out of service for 1:18:48.



Town of Omro

Between 2018 and 2023, EMS incidents to the Town of Nekimi increased 10.6%. The number of incidents for 2024 are projected based on 7 months of data.

- Between January 1 and July 31 of 2024, OFD responded to 77 calls in the Town of Omro.
- 90% of the time, we responded within 18:49.
- Our average response time to the Town of Omro 15:35.
- When we travel to the Town of Omro, 90% of the time it means our ambulance is out of service for 1:21:50

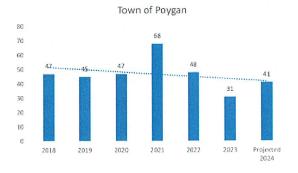


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Town of Poygan

Between 2018 and 2023, EMS incidents to the Town of Poygan decreased by 34%. The number of incidents for 2024 are projected based on 7 months of data.

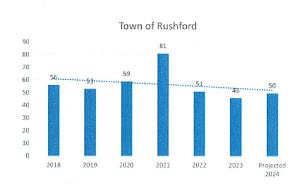
- Between January 1 and July 31 of 2024, OFD responded to 24 calls in the Town of Poygan.
- 90% of the time, we responded within 27:46.
- Our average response time to Town of Poygan is 24:03.
- When we travel to the Town of Poygan, 90% of the time it means our ambulance is out of service for 1:33:31.



Town of Rushford

Between 2018 and 2023, EMS incidents to the Town of Rushford decreased by 17.8%. The number of incidents for 2024 are projected based on 7 months of data.

- Between January 1 and July 31 of 2024, OFD responded to 29 calls in the Town of Rushford.
- 90% of the time, we responded within 24:26.
- Our average response time to Town of Rushford is 20:24
- When we travel to the Town of Rushford, 90% of the time it means our ambulance is out of service for 1:17:50.



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Town of Utica

Between 2018 and 2023, EMS incidents to the Town of Utica increased by 3.4%. The number of incidents for 2024 are projected based on 7 months of data.

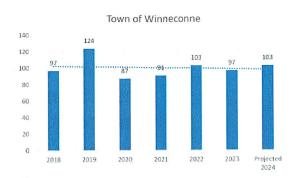
- Between January 1 and July 31 of 2024, OFD responded to 46 calls in the Town of Utica.
- 90% of the time, we responded within 22:20.
- Our average response time to Town of Utica is 17:38
- When we travel to the Town of Utica, 90% of the time it means our ambulance is out of service for 2:07:44.



Town of Winneconne

Between 2018 and 2023, EMS incidents to the Town of Winneconne has remained flat. The number of incidents for 2024 are projected based on 7 months of data.

- Between January 1 and July 31 of 2024, OFD responded to 60 calls in the Town of Winneconne.
- 90% of the time, we responded within 20:59.
- Our average response time to the Town of Winneconne is 16:29.
- When we travel to the Town of Winneconne, 90% of the time it means our ambulance is out of service for 1:41:50.



Village of Winneconne

Between 2018 and 2023, EMS incidents to the Village of Winneconne increased 48.6%. The number of incidents for 2024 are projected based on 7 months of data.

- Between January 1 and July 31 of 2024, OFD responded to 122 calls in the Village of Winneconne.
- 90% of the time, we responded within 20:40.
- Our average response time to the Village of Winneconne is 17:00.
- When we travel to the Village of
 Winneconne, 90% of the time it means our ambulance
 is out of service for 1:18:21



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Materials From Today's Meeting Regarding EMS

Wallmuller, Kim < KWallmuller@oshkoshwi.gov> on behalf of Stanley, Mike < MStanley@oshkoshwi.gov>

Thu 2024-09-12 2:01 PM

To:Wallmuller, Kim <KWallmuller@oshkoshwi.gov>

1 5 attachments (3 MB)

Council Workshop 8.27.24 EMS Service.pdf; 2025 EMS Services Per Capita Worksheet.pdf; Projected 2026 Per Capita Worksheet-With SAFER Grant.pdf; Projected 2026 Per Capita Worksheet if SAFER grant is awarded.pdf;

Dear Municipal Leader,

You will find the presentation from today's meeting attached. Also, the projected per capita rates for 2025 and 2026 are included. The projected rates for 2025 include the costs of the fourth ambulance unit for one-half of the year. The rates for 2026 demonstrate what the rates would be projected at a full year of staffing the fourth ambulance unit. Please note that these are projections for two years into the future and can change based on the inflation of disposables, fuel, etc.

The Oshkosh Fire Department has also applied for a FEMA SAFER grant to fund the personnel costs for the fourth ambulance unit. Should that grant be awarded, it would reduce the cost. Projections for the per capita that reflect costs if the Oshkosh Fire Department were to receive the award are also attached. As a caution, the confidence in receiving the grant should not be very high and it would be more likely that the projected costs without the grant would be the case.

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Mike

Michael Stanley

Fire Chief

Oshkosh Fire Department

920-236-5240

mstanley@oshkoshwi.gov



*** NOTICE *** My e-mail address has changed from mstanley@ci.oshkosh.wi.us to mstanley@oshkoshwi.gov. Please update your address book so messages from the new address are not blocked.

Projected Per Capita Rate for EMS Services Delivered in 2025



Personnel Costs	
Total Pay and Benefits for 33 Firefighter/Paramedics assigned to ambulances	\$4,087,672
Total Pay and Benefits for 3 EMS Coordinators	\$429,401
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Total Cost of Vehicles	\$2,659,199
1/9 cost of Vehicles	\$295,437.01
Parts	\$69,940
Labor	\$42,188
	ψ 12,130
Fuel	
Diesel Fuel in Gallons	12,822
Cost Per Gallon of Fuel	\$3.65
Total Cost of Fuel	\$46,800.30
Tabel Coat of Float	\$454.365.34
Total Cost of Fleet Total Operational Costs	\$454,365.31
Total Operational Costs	\$5,951,693.31
Overhead Costs	43,331,033.31
Departmental Overhead	
Calculated at 7% of Total Operational Costs	\$416,618.53
City Of Oshkosh Administrative Overhead	
Calculated at 3% of Total Operational Costs	\$178,550.80
Total Costs for EMS System	¢6 F46 062 64
Total EMS Revenue	\$6,546,862.64
Projected Total for EMS Billing (Net Revenue After Billing Fee)	\$3,600,000
Projected Total for Funding from the Wisconsin Funding Assistance Program	\$33,000
rojected rotal for runding from the Wisconsin runding / issistance rrogram	, , , , , , , , , , , , , , , , , , ,
Total EMS Revenue	\$3,633,000
Net Operating Cost	\$2,913,862.64
Population	
Population for the City of Oshkosh	67,245
Population for Contracted Municipalities	26,143
Tabel December of FMC Comics Acces	00.000
Total Population of EMS Service Area	93,388
Projected Per Capita Cost for Service	\$31.20

PLEASE NOTE THAT THESE ARE PROJECTIONS AND ARE SUBJECT TO CHANGE WITH INCREASES IN EXPENSES OR REVENUE

Projected Per Capita Rate for EMS Services Delivered in 2025-IF SAFER GRANT IS AWARDED



Personnel Costs	
Total Pay and Benefits for 33 Firefighter/Paramedics assigned to ambulances	\$4,087,672
Total Pay and Benefits for 3 EMS Coordinators	\$429,401
Total Pay and Benefits for 8 Firefighter/Paramedics to staff 4th ambulance unit for .5 year	\$0
Total Pay and Benefits for the Division Chief of EMS	\$171,588
Total Personnel Costs	\$4,688,661
Total Fersonner Costs	34,088,001
Medical Direction	
Cost of Contracting Medical Director	\$20,000
Total Cost for Medical Direction	\$20,000
Equipment and Supplies	
Cardiac Monitors are Replaced on a 10-year Schedule	
Total Cost of Purchasing Cardiac Monitors	\$1,112,930
10% of Cost of Cardiac Monitors	\$111,293
Annual Cost for Durable and Disposable EMS Supplies	\$189,400
Annual Cost for Repair of EMS Equipment	\$12,000
Total Cost of Equipment & Supplies	\$312,693
Preventative Maintenance Contracts	1- /
Cost of Annual Maintenance Contract for Stretchers	\$19,000
Cost of Annual Maintenance Contract for Patient Lifting and Moving Devices	\$7,700
Total Cost of Preventative Maintenance Contracts	\$26,700
Software and Cloud Based Services	
Annual Cost of Record Management Software	\$24,000
Annual Cost of Archive for Records Management Software	\$875
Annual Cost for Software Integration Annual Cost for Controlled Substance Tracking Software	\$5,700 \$2,650
Annual Cost for Application Based Software for EMS Protocols	\$4,500
Annual Cost for Crash Recovery Software	\$830
Annual cost for crash recovery software	7030
Total Cost of Software and Cloud Based Services	\$38,555
EMS Training	
Annual Cost for External EMS Training	\$3,000
Fleet Costs	
Vehicles are Replaced on a 9-year Schedule	A :
Total Cost of 3 Ambulances Purchased in 2024	\$1,045,341
Total Cost of 3 Ambulances Purchased in 2019 Total Cost of 3 Ambulances Purchased in 2016	\$849,000
Total Cost of 3 Ambulances Purchased in 2016 Total Cost of Division Chief of EMS Vehicle Purchased in 2023	\$709,500 \$55,358
Total Cost of Division Chief of Livis Vehicle Fulchased III 2025	ەدد,ددډ

Total Cost of Vehicles	\$2,659,199
1/9 cost of Vehicles	\$295,437.01
Parts	\$60,040
Labor	\$69,940 \$42,188
	742,100
Fuel	
Diesel Fuel in Gallons	12,822
Cost Per Gallon of Fuel	\$3.65
Total Cost of Fuel	\$46,800.30
	\$454.0C5.04
Total Cost of Fleet Total Operational Costs	\$454,365.31
Total Operational Costs	\$5,543,974.31
Overhead Costs	75,543,574.51
Departmental Overhead	
Calculated at 7% of Total Operational Costs	\$388,078.20
	·
City Of Oshkosh Administrative Overhead	
Calculated at 3% of Total Operational Costs	\$166,319.23
Total Costs for EMS System	¢¢ 000 374 74
Total EMS Revenue	\$6,098,371.74
Projected Total for EMS Billing (Net Revenue After Billing Fee)	\$3,600,000
Projected Total for Funding from the Wisconsin Funding Assistance Program	\$33,000
1 Tojected Total for Fullding Hoff the Wisconsin Fullding Assistance Frogram	733,000
Total EMS Revenue	\$3,633,000
	.
Net Operating Cost	\$2,465,371.74
Population	
Population for the City of Oshkosh	67,245
Population for Contracted Municipalities	26,143
Total Population of EMS Service Area	93,388
- Seat - Spandary of Line Service / Hea	1 33,300
Projected Per Capita Cost for Service	\$26.40

PLEASE NOTE THAT THESE ARE PROJECTIONS AND ARE SUBJECT TO CHANGE WITH INCREASES IN EXPENSES OR REVENUE

Projected Per Capita Rate for EMS Services Delivered in 2026



Personnel Costs	
Total Pay and Benefits for 41 Firefighter/Paramedics assigned to ambulances	\$5,123,750
Total Pay and Benefits for 3 EMS Coordinators	\$427,042
Total Pay and Benefits for the Division Chief of EMS	\$179,309
	45 550 101
Total Personnel Costs	\$5,730,101
Medical Direction	
Cost of Contracting Medical Director	\$20,000
Total Cost for Medical Direction	\$20,000
Faulinment and Complies	·
Equipment and Supplies Cardiac Manitage are Penlaced on a 10 year Schedule	
Cardiac Monitors are Replaced on a 10-year Schedule Total Cost of Purchasing Cardiac Monitors	¢1 112 020
Total Cost of Purchasing Cardiac Monitors	\$1,112,930
10% of Cost of Cardiac Monitors	\$111,293
Annual Cost for Durable and Disposable EMS Supplies	\$196,976
Annual Cost for Repair of EMS Equipment	\$12,480
Total Cost of Equipment & Supplies	\$320,749
Preventative Maintenance Contracts	1
Cost of Annual Maintenance Contract for Stretchers	\$19,000
Cost of Annual Maintenance Contract for Patient Lifting and Moving Devices	\$7,700
Total Cost of Preventative Maintenance Contracts	\$26,700
Software and Cloud Based Services	
Annual Cost of Record Management Software	\$24,000
Annual Cost of Archive for Records Management Software	\$875
Annual Cost for Software Integration	\$5,700
Annual Cost for Controlled Substance Tracking Software	\$2,650
Annual Cost for Application Based Software for EMS Protocols	\$4,500
Annual Cost for Crash Recovery Software	\$830
Total Cost of Software and Cloud Based Services	\$38,555
EMS Training	
Annual Cost for External EMS Training	\$3,000
Fleet Costs	
Vehicles are Replaced on a 9-year Schedule	
Total Cost of 3 Ambulances Purchased in 2024	\$1,045,341
Total Cost of 3 Ambulances Purchased in 2019	\$849,000
Total Cost of 3 Ambulances Purchased in 2016	\$709,500
Total Cost of Division Chief of EMS Vehicle Purchased in 2023	\$55,358

Total Cost of Vehicles	\$2,659,199
1/9 cost of Vehicles	\$295,437.01
Parts	\$72,738
Labor	\$43,876
Fuel	
Diesel Fuel in Gallons	12,822
Cost Per Gallon of Fuel	\$3.80
Total Cost of Fuel	\$48,723.60
Total Cost of Floor	\$450.774.61
Total Cost of Fleet Total Operational Costs	\$460,774.61
Total Operational costs	\$6,599,879.61
Overhead Costs	Ţ O J O O O O O O O O O O O O O O O O O
Departmental Overhead	
Calculated at 7% of Total Operational Costs	\$461,991.57
City Of Oshkosh Administrative Overhead	
Calculated at 3% of Total Operational Costs	\$197,996.39
Total Costs for EMS System	
Total cool of the specime	\$7,259,867.57
Total EMS Revenue	
Projected Total for EMS Billing (Net Revenue After Billing Fee)	\$3,700,000
Projected Total for Funding from the Wisconsin Funding Assistance Program	\$33,000
Total CMC Passanus	¢2.722.000
Total EMS Recenue	\$3,733,000
Net Operating Cost	\$3,526,867.57
Population	
Population for the City of Oshkosh	67,245
Population for Contracted Municipalities	26,143
Total Population of EMS Service Area	93,388
Projected Per Capita Cost for Service	\$37.77
	•

PLEASE NOTE THAT THESE ARE PROJECTIONS AND ARE SUBJECT TO CHANGE WITH INCREASES IN EXPENSES OR REVENUE

Projected Per Capita Rate for EMS Services Delivered in 2026-IF SAFER GRANT IS AWARDED



Personnel Costs	
Total Pay and Benefits for 41 Firefighter/Paramedics assigned to ambulances	\$4,271,617
Total Pay and Benefits for 3 EMS Coordinators	\$427,042
Total Pay and Benefits for the Division Chief of EMS	\$179,309
·	
Total Personnel Costs	\$4,877,968
Medical Direction	
Cost of Contracting Medical Director	\$20,000
Total Cost for Medical Direction	\$20,000
Equipment and Supplies	
Cardiac Monitors are Replaced on a 10-year Schedule	
Total Cost of Purchasing Cardiac Monitors	\$1,112,930
Total Cost of Farchasing Cardiac Monitors	71,112,530
10% of Cost of Cardiac Monitors	\$111,293
	
Annual Cost for Durable and Disposable EMS Supplies	\$196,976
Annual Cost for Repair of EMS Equipment	\$12,480
Total Cost of Equipment & Supplies	\$320,749
Preventative Maintenance Contracts	
Cost of Annual Maintenance Contract for Stretchers	\$19,000
Cost of Annual Maintenance Contract for Patient Lifting and Moving Devices	\$7,700
Total Cost of Preventative Maintenance Contracts	\$26,700
Software and Cloud Based Services	10.000
Annual Cost of Record Management Software	\$24,000
Annual Cost of Archive for Records Management Software	\$875
Annual Cost for Software Integration Annual Cost for Controlled Substance Tracking Software	\$5,700 \$2,650
Annual Cost for Application Based Software for EMS Protocols	\$4,500
Annual Cost for Crash Recovery Software	\$830
Aumadi edde for Gradii Neddyeliy ddienare	, , , , , , , , , , , , , , , , , , ,
Total Cost of Software and Cloud Based Services	\$38,555
EMS Training	
Annual Cost for External EMS Training	\$3,000
Fleet Costs	
Vehicles are Replaced on a 9-year Schedule	
Total Cost of 3 Ambulances Purchased in 2024	\$1,045,341
Total Cost of 3 Ambulances Purchased in 2019	\$849,000
Total Cost of 3 Ambulances Purchased in 2016	\$709,500
Total Cost of Division Chief of EMS Vehicle Purchased in 2023	\$55,358

Total Cost of Vehicles	\$2,659,199
1/9 cost of Vehicles	\$295,437.01
Parts	\$72,738
Labor	\$43,876
Fuel	
Diesel Fuel in Gallons	12,822
Cost Per Gallon of Fuel	\$3.80
Total Cost of Fuel	\$48,723.60
Total Cost of Fleet	\$460,774.61
Total Operational Costs	<u> </u>
Overther d Conta	\$5,747,746.61
Overhead Costs	
Departmental Overhead	
Calculated at 7% of Total Operational Costs	\$402,342.26
outstand de 770 of Folds operational costs	ψ 102/0 12.20
City Of Oshkosh Administrative Overhead	
Calculated at 3% of Total Operational Costs	\$172,432.40
Total Costs for EMS System	
	\$6,322,521.27
Total EMS Revenue	
Projected Total for EMS Billing (Net Revenue After Billing Fee)	\$3,700,000
Projected Total for Funding from the Wisconsin Funding Assistance Program	\$33,000
Total EMS Recenue	\$3,733,000
	40,000
Net Operating Cost	\$2,589,521.27
Population	
Population for the City of Oshkosh	67,245
Population for Contracted Municipalities	26,143
Total Population of EMS Service Area	93,388
Projected Per Capita Cost for Service	\$27.73

PLEASE NOTE THAT THESE ARE PROJECTIONS AND ARE SUBJECT TO CHANGE WITH INCREASES IN EXPENSES OR REVENUE



Contract for EMS Services Outside of the City and Impact on Need for 4th Ambulance Unit

Resources and References

- 2019-Fire Department Staffing and Deployment Study-Matrix Consulting Group
- 2020-Standard for the Organization and Deployment of Fire Suppression Operations to the Public for Career Departments-NFPA 1710
- 2022-OFD 2022-2027 Strategic Plan
- 2022-Oshkosh EMS Cost Allocation Evaluation-Wisconsin Policy Forum
- 2023-Community Risk Assessment and Standards of Cover-ESCI
- 2023-Fire Service Organizational Culture of Safety (FOCUS) Report
- 2024-City of Oshkosh Strategic Plan 2025-2026

Clarifications

- It's About Data-Driven Decision Making
- It's About Service and the Promise
- It's About Feedback and Input
- It's Not Political or Personal





SUMMARY & FINDINGS REPORT

2023 Community Risk Assessment & Standards of Cover

Executive Summary | Facilities | Apparatus | Findings | Recommendations

Oshkosh Fire Department

Oshkosh, Wisconsin

Operational Performance & Deployment

from the cross-staffed model to a fully-staffed deployment model. The fourth ambulance will improve the reliability of ambulances to the Oshkosh city community by offsetting ambulance utilization outside of the city. The city's commitment to providing high-quality EMS service to the surrounding communities is a testament to policymakers' investment in neighboring areas; however, the demand on ambulance resources prompts the need for an additional ambulance.

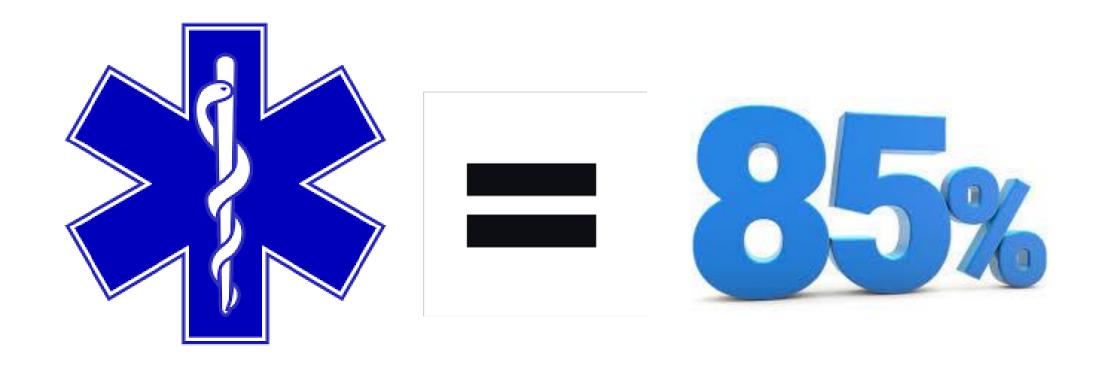
emergency response system. Cross-staffed ambulances reduce the availability of fire engine personnel, tools, equipment, and an effective response force during non-medical emergencies. If OFD determines additional ambulances are needed, the department should seek support and staff an additional full-time ambulance.

Oshkosh Fire Department













Timeline

- 1976-OFD Begins Providing Ambulance Services
- 1981-OFD Begins Providing Paramedic Level Care
- 2004-OFD Begins Providing Ambulance Service to Townships
- 2005-OFD Places Third Ambulance in Service
- 2020-OFD Discontinues Providing Inter-Facility Transports
- 2024-OFD Service Levels Being Critically Impacted



Provide a Safe, Secure, and Healthy Community

Departmental Owners: Fire, Police, and Transportation

Objective A (What): Enhance Community Trust

Strategies (How):

- Increase presence in the community through outreach efforts to strengthen relationships with neighborhoods and diverse community groups
- Increase the reliability of resources that respond to fire and emergency medical services incidents by investigating the financial viability of adding a fourth, staffed ambulance unit

Objective B (What):

Enhance Crime Prevention, Fall Reduction, and Safety Strategies

Strategies (How):

- Provide education to public on crime, fire safety, and traffic safety through education, enforcement efforts, National Night Out, and other engagement opportunities
- Enhance and expand fall prevention and reduction programs with community partners

Objective C (What):

Provide Well-Trained, Effective, and Equipped Public Safety Professionals

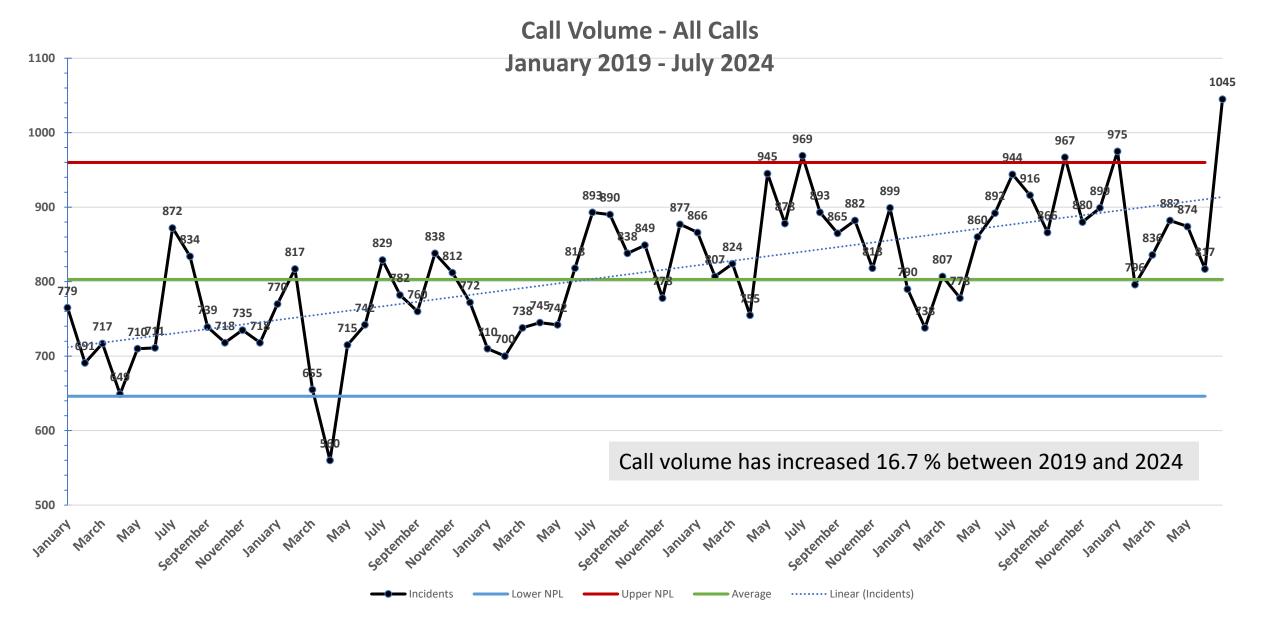
Strategies (How):

- · Continue national- and state-level accreditation efforts
- Continue annual review on all use of force incidents and provide feedback on trends or areas of concern
- Continue to implement recommendations from the staffing study and the space utilization study
- · Support youth programs to enable future recruitment
- Construct Fire Department training center
- Explore the possibility of a future Police Department training center

Community Priorities

To best dedicate time, energy, and resources to services most desired by its community, the Oshkosh Fire Department needs to understand what the customers consider to be their priorities. With that, the community stakeholders were asked to prioritize the programs offered by the department through a process of direct comparison. The results were as follows:

Programs	Ranking	Score
Emergency Medical Services	1	356
Fire Suppression	2	300
Technical Rescue	3	239
Water Rescue	4	214
Emergency Preparedness	5	184
Fire Prevention	6	176
Hazardous Materials Mitigation	7	161
Aviation Rescue and Firefighting	8	125
Public Fire Safety Education	9	117
Fire Investigation	10	63



1. Unit Hour Utilization

Unit hour utilization is another mechanism to measure the workload of a fire protection system. This measures the amount of time units are responding to and handling calls for service. Unit hour utilization is calculated by taking the total hours the unit is committed to an incident divided by the total available hours. Expressed as a percentage, it identifies the amount of time the unit is committed to calls for service but more importantly the amount of time the unit is available. Within the framework of the 90th percentile performance standards the amount of available time can have an impact in meeting that standard. If utilization rates are too high the units are often unavailable for immediate response.

	Unit Hour Utilization								
		2016			2017			2018	
Unit	Duration	Pct. of Time	Avg.	Duration	Pct. of Time	Avg.	Duration	Pct. of Time	Avg.
Medic 17	1984:40:11	22.7%	47:22	2035:33:26	23.2%	46:40	2017:32:35	23.0%	47:49
Medic 15	1956:41:38	22.3%	44:05	1951:36:22	22.3%	43:33	1896:25:21	21.6%	43:45
Medic 16	1794:31:54	20.5%	41:20	1807:26:58	20.6%	40:31	1723:56:25	19.7%	38:30
Engine 15	552:02:01	6.3%	19:29	616:53:04	7.0%	19:20	643:58:13	7.4%	21:54
Engine 16	461:05:33	5.3%	21:45	522:31:48	6.0%	20:57	535:53:48	6.1%	21:05
Engine 18	430:36:47	4.9%	22:37	467:39:26	5.3%	22:42	502:06:15	5.7%	24:15
Quint 17	352:13:02	4.0%	17:32	379:34:05	4.3%	17:48	489:12:46	5.6%	23:48
Rescue 15	231:47:59	2.6%	20:40	306:33:28	3.5%	20:01	382:54:22	4.4%	19:06
Quint 14	269:49:19	3.1%	20:33	260:59:17	3.0%	19:09	326:24:41	3.7%	22:05
Engine 19	255:36:10	2.9%	24:51	283:54:55	3.2%	24:54	260:46:13	3.0%	24:15
Battalion 15	222:32:11	2.5%	21:20	267:29:17	3.1%	24:32	353:17:24	4.0%	31:50

Three medic units are utilized at a rate between 20% and 24% consistently over the past three years. These rates will make it consistently difficult to meet a 90% performance objective for travel time. The fire apparatus is significantly less in terms of unit hour utilization, but the average call time is increasing likely due to the high utilization of the medical units.

Unit hour utilization can be calculated in two different ways. One method is to divide the number of transports by the number of unit hours. The other method is to divide the number of hours a unit is engaged on a call by the total hours the unit is available. Using the first method is typically used by private ambulance companies as they are more concerned about recouping costs and profits. The latter method, the one used in this report, is more concerned with availability of the units. There is no nationally accepted benchmark or baseline performance objectives for unit hour utilization similar to response time. There are a couple of points to consider with this performance measure:

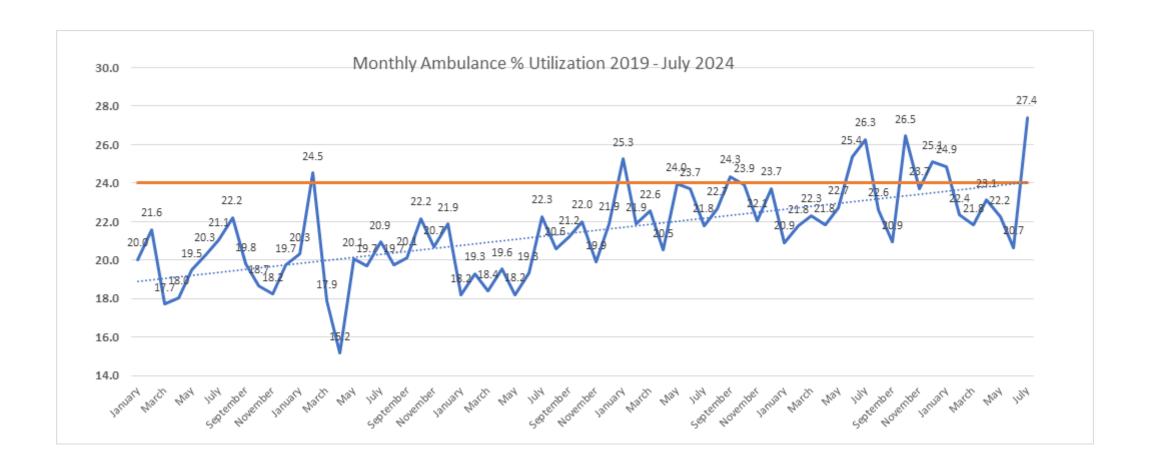
- The time used is strictly related to calls for service, it does not consider other productivity such as completing reports, training or other ancillary duties.
- Increased utilization rates may result in fatigue of personnel and medical errors.

Utilization of these units are in the range of 20% to 23% which also means they are available for a response between 77% and 80% of the time. Higher utilization rates only

Matrix Consulting Group

Page 116

Unit Hour Utilization for Medic Units



Impacts On Our Firefighters

EMS	OFD Score	Average Score	Area of Concern
Emotional Exhaustion	55	44	>60
Engagement	62	73	<60
Job Satisfaction	66	74	<60
Resilience	79	82	<60
Intention to Leave Profession	44	38	>60
Compassion Fatigue	40	37	>60

Adding a Fourth Ambulance



Cost of Staffing a Fourth Ambulance

EFFECTIVE DATE:	1/1/2025		1	'							'	<u> </u>		<u> </u>	<u> </u>			<u> </u>		WRS	FICA
Last Name	First Name	e Position	Status	Grade	Hrs Per Period	1 1	Expected Extra Hrs		d Step Inc	of Step	Periods Affected	Biweekly at	Biweekly t at New	at	# OF PP	Remainder of Current Year @ Step 1 Pay	1		1		7.65%
NEW POSITION		Firefighter	FT	1A	112	18.8875	0.0000	0.0000	19.5330	19	26.00	2,115.40	0 2,187.69	9 18.00	8.00	38,077	17,502	55,578.83	0.00	10,532.19	4,251.7
Total Cost for 8 FF	positions:	\$ 782,195.41	*includ	les 4% p	aramedic	e pay															

Possible Funding Mechanisms

- SAFER Grant
- Levy Increase
- Referendum
- Full Cost Recovery Model

Ambulance Service for Winnebago County Communities

The City of Oshkosh Fire Department provides paramedic service for neighboring communities



Agreement with 10 Municipalities 2022-2026 Letter of Understanding on Billing Methodology 2024

- City of Omro
- Town of Algoma
- Town of Black Wolf
- Town of Nekimi
- Town of Omro
- Town of Poygan
- Town of Rushford
- Town of Winneconne
- Village of Winneconne
- Town of Utica

Per Capita Cost Methodology

- 3-EMS Coordinators
- 15-Paramedics
- .5-Division Chief of EMS
- Cross-Staff Paramedic Pay
- Medical Supplies
- Cardiac Monitors
- Medical Director
- Ambulance costs, fuel, repairs
- Preventative Maintenance
- RMS Software

- 3-EMS Coordinators
- 33-Paramedics
- 1-Division Chief of EMS
- Medical Supplies
- Cardiac Monitors
- Medical Director
- Ambulance costs, fuel, repairs
- Preventative Maintenance
- RMS Software

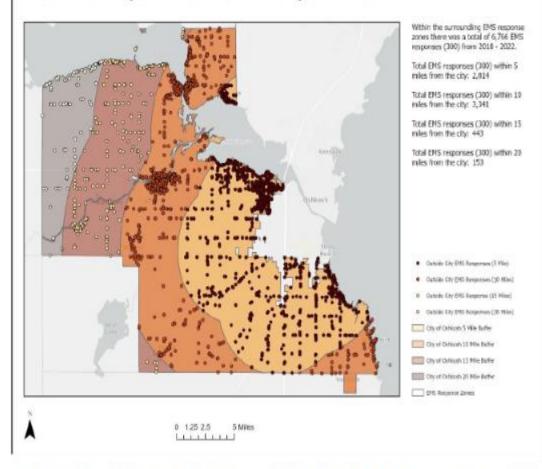
The following table, based on the 2023 projected population, shows that OFD is responsible for providing emergency medical transport services to more than 90,000 people, 38,190 households, over a 233 square mile area. For context, Winnebago County is 434 square miles.

Table 4: Population & Households by EMS Area

Area	Population	Daytime Population	Households	Area (in Sq. Miles)
EMS Area - Outside of City	26,507	19,171	10,590	205.87
EMS Area - Inside City	65,351	74,167	27,600	27.67
Total	91,858	93,338	38,190	233.54

OFD's response outside of the city limits is important to discuss. As visualized in the figure below, responses into the Inter-Governmental Agreement are not evenly distributed. The call volume density is in three different areas. Additionally, more than half of all EMS responses outside the city occur more than ten miles from the city's boundary.

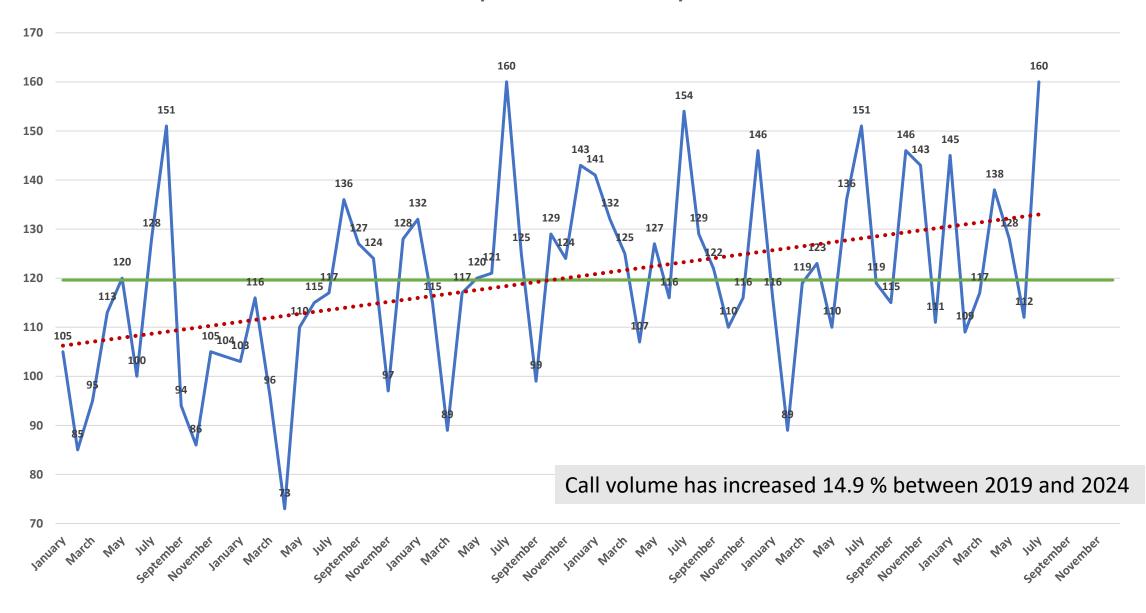
Total EMS Responses Outside the City of Oshkosh

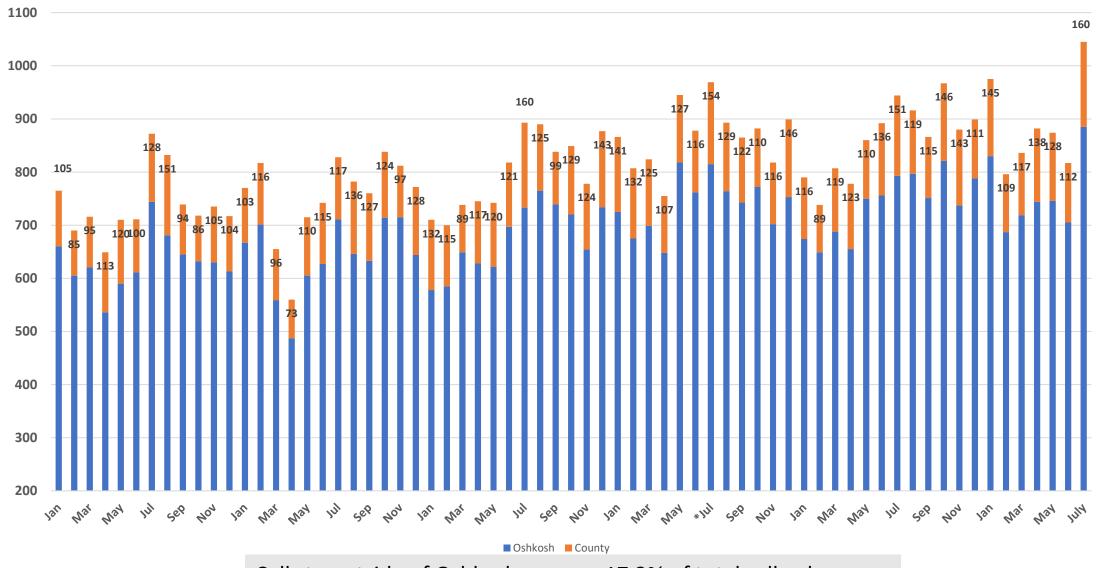


Although EMS responses in this area account for 16.8% of all EMS responses, the travel distance and reflex time back to the city should be considered. On average, OFD ambulances travel more than 10 miles away from the city's nearest boundary 2.15 times per day.

To clarify the figure above, the shaded area labeled "City of Oshkosh 10 Mile Buffer" represents the collection of incident responses between five and ten miles from the city boundary. Furthermore, the communities of Omro and Winneconne are within this

County Call Volume 2019-July 2024



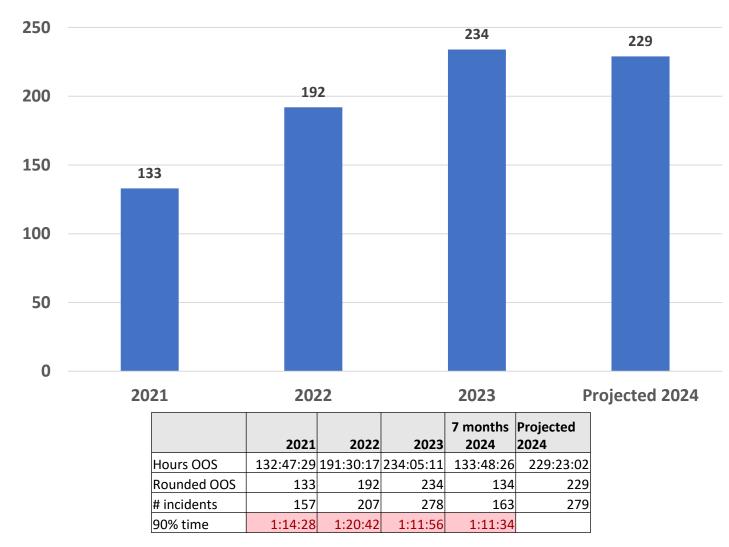


Calls to outside of Oshkosh average 17.3% of total call volume

Response and OOS Times

Community	Response Time (90%) 2023	Response Times (90%) YTD 2024	90% OOS Times YTD 2024
City of Omro	0:19:40	0:20:10	1:13:10
Town of Algoma	0:12:37	0:14:14	1:07:09
Town of Black Wolf	0:19:59	0:19:21	1:32:26
Town of Nekimi	0:16:34	0:18:06	1:18:48
Town of Omro	0:20:55	0:17:59	1:21:50
Town of Poygan	0:29:09	0:27:46	1:41:05
Town of Rushford	0:24:28	0:23:33	1:28:38
Town of Utica	0:21:13	0:25:44	2:15:33
Town of Winneconne	0:21:09	0:20:19	1:41:50
Village of Winneconne	0:20:43	0:20:49	1:17:41
City of Oshkosh	0:06:50	0:07:03	1:01:24

Cross Staff Utilization – Out of Service Hours



Ambulance Utilization Forecasts

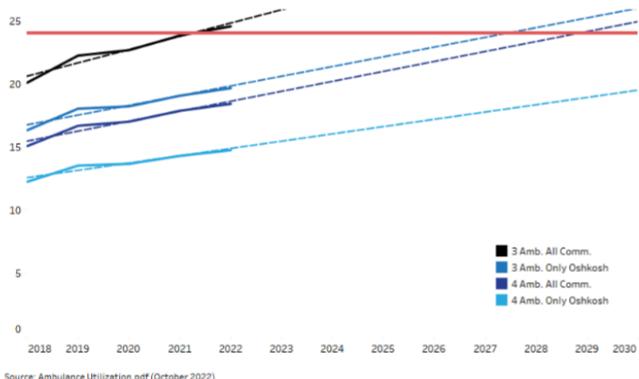
24% threshold

Current status: all communities meet the threshold w/3 ambulances

If 3 ambulances serve only Oshkosh then 24% utilization could be reached in 2028

If 4 ambulances serve all communities then 24% utilization could be reached in 2029

If 4 ambulances serve only Oshkosh then 24% utilization not reached until 2038



Source: Ambulance Utilization.pdf (October 2022)

We've Been Here Before

Emergency medical calls represents 75% of the total call volume. The three staffed medical units are heavily utilized between 20% and 24% of the time. Interfacility transfer calls average about two hours in duration and are mostly occurring during the mid-day hours.

Discontinue the Medical Transfer Program with the local medical facilities if additional funding is not provided to fully cover the cost of operating the program.

Increase the minimum staffing of each shift with two additional personnel to staff a fourth medical transport unit at a first-year cost of \$744,503 if the program is not discontinued.

Establish a written agreement between the medical facilities and the City for the interfacility transfer calls to include provisions for reimbursement of costs for the transfer calls and establishing parameters for the scheduling of these types of calls if the program is not discontinued.

Monitor the performance measurements following the addition of the fourth medical transport unit as it relates to the impact of the transport calls on the overall response system if the program is not discontinued.

Possible Options

- The City of Oshkosh funds the personnel for a 4th Ambulance at an initial cost of \$782,195.00 annually.
- The contracted municipalities fund the personnel for the 4th Ambulance at an initial cost of \$782,195.00 annually.
- Develop a full-cost billing methodology for expenses to be shared by the City of Oshkosh and the contracted municipalities.
- Discontinue providing ambulance services with the contracted municipalities





AGENDA MEMORANDUM

To: Honorable Town Chairperson and Town Supervisors

From: Maggie Mahoney, Administrator

Date: September 18, 2024

RE: Contracts with Jeff Foust Excavating, Inc for 2024-2025 snow plowing services

SUMMARY:

The Town Board is presented for consideration the 2024-2025 season snow removal contracts for:

- 1. Cul de Sacs and Jones Park public roads/park.
- 2. Private Roads to be billed to the property owners on the private roads that receive this service.

Rates are nearly identical to the prior year rates.

RECOMMENDED ACTION: Staff recommend approval the snow removal contracts as presented. Should the Town Board agree the following motion may be made:

"Motion to approve contracts with Jeff Foust Excavating, Inc for 2024-2025 snow plowing services."

ATTACHMENTS:

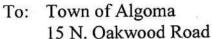
1. 2024-2025 snow removal proposals

JEFF FOUST EXCAVATING, INC.

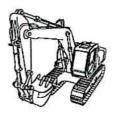


2824 CLAIRVILLE ROAD OSHKOSH, WISCONSIN 54904

> (920) 426-5808 FAX: (920) 426-4000



Oshkosh, WI 54904



Proposal

Page:

(1) Of (1)

Date:

September 6, 2024

Phone:

920-235-3789

E-mail

townoffice@townofalgoma.org

Snow removal location(s): Cul de Sacs and Jones Park

SNOW REMOVAL RATES FOR 2024 –2025 SEASON

1	4 wheel drive plow trucks with 8' hydro-turn v-plows	\$70.00/hr
	4 wheel drive plow trucks with 9' hydro-turn v-plows	\$80.00/hr
4	721 4-wheel drive articulated rubber tired loader with 4 yard snow capacity – 15 ton	\$90.00/hr
5	821 4-wheel drive articulated rubber tired loader with 5 ½ yard snow capacity – 20 ton	\$100.00/hr
6	321F 4-wheel drive articulated rubber tired loader with bucket or 10' snow pusher	\$90.00/hr
8.	3046 Tractor	\$85.00/hr
9.	1025R Tractor	\$80.00/hr
	12' snow pusher – 12 to 15 yard capacity	\$36.00/hr
	14' snow pusher – 18 yard capacity	\$38.00/hr
	16' snow pusher – 21 yard capacity	\$40.00/hr
	Dump trucks with 10' hydro-turn v-plows	\$85.00/hr

Dump trucks to haul available on request.

NOTE: Jeff Foust Excavating, Inc. is not responsible for damage to pavement, lawn or landscape caused by ice control salt products. There is a minimum half-hour charge each time we plow. Additional types or sizes of equipment may be added and available at any time. An updated equipment list may be available at customers request at any time. Equipment not included on this list may be used by Jeff Foust Excavating, Inc. and charged at our current rates without notice.

Hourly rates for snow plowing have been based on \$2.50/gallon fuel prices on average from our suppliers. Due to fluctuations in fuel costs a surcharge will apply, the surcharge will be on average fuel costs during snow/ice removal events and will be 1% of Invoice per \$.10 increase in fuel costs.

TERMS: Net thirty (30) days from invoice date. A service charge of 1 1/2% per month (18% annual rate) will be added to your account after 30 days from first billing date.

Authorized Signature:	Jeff Foust, President	NOTE: This proposal may be withdrawn by us if not accepted within thirty (30) da	iys.
ACCEPTANCE OF P are authorized to do work	ROPOSAL. The above prices, as specified. Payment will be ma	specifications and conditions are satisfactory and are hereby accepted. ade as outlined above.	You
Date of Acceptance:		Signature:	

JEFF FOUST EXCAVATING, INC.



2824 CLAIRVILLE ROAD OSHKOSH, WISCONSIN 54904

(920) 426-5808 FAX: (920) 426-4000



15 N. Oakwood Road Oshkosh, WI 54904



Proposal

Page:

(1) Of (1)

Date:

September 6, 2024

Phone:

920-235-3789

E-mail

townoffice@townofalgoma.org

Snow removal location(s): Private Roads

SNOW REMOVAL RATES FOR 2024 –2025 SEASON

ĩ	4 wheel drive plow trucks with 8' hydro-turn v-plows	\$84.00/hr
1.	4 wheel drive plow trucks with 9' hydro-turn v-plows	\$89.00/hr
3.		\$100.00/hr
4.	721 4-wheel drive articulated rubber tired loader with 4 yard snow capacity – 15 ton	
5.	821 4-wheel drive articulated rubber tired loader with 5 ½ yard snow capacity – 20 ton	\$110.00/hr
6.	321F 4-wheel drive articulated rubber tired loader with bucket or 10' snow pusher	\$100.00/hr
7.	L220 4-wheel drive rubber tired loader with bucket or 8' snow pusher	\$95.00/hr
8.	3046 Tractor	\$95.00/hr
9.	1025R Tractor	\$90.00/hr
10.	QC6 hydraulic angle broom	\$40.00 min chg
11.	12' snow pusher – 12 to 15 yard capacity	\$48.00/hr
12.	14' snow pusher – 18 yard capacity	\$52.00/hr
13.	16' snow pusher – 21 yard capacity	\$56.00/hr
14.	Dump trucks with 10' hydro-turn v-plows	\$90.00/hr
15.	Salter/sander truck – dump truck mounted	\$85.00/hr
16.	Bagged salt and small volume salting	\$22.00/100#'s
17.	Bulk Salt	\$300.00/yard
	Dump trucks to haul available on request.	
	or Found Foundation loss is not reasonable for demand to payement, lawn or landscape caused by ice control salt products. There is	a minimum half-hour

NOTE: Jeff Foust Excavating, Inc. is not responsible for damage to pavement, lawn or landscape caused by ice control salt products. There is a minimum half-hour charge each time we plow. Additional types or sizes of equipment may be added and available at any time. An updated equipment list may be available at customers request at any time. Equipment not included on this list may be used by Jeff Foust Excavating, Inc. and charged at our current rates without notice.

Hourly rates for snow plowing have been based on \$2.50/gallon fuel prices on average from our suppliers. Due to fluctuations in fuel costs a surcharge will apply, the surcharge will be on average fuel costs during snow/ice removal events and will be 1% of Invoice per \$.10 increase in fuel costs.

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30 41,5 210111			
Authorized Signature:	Jeff Foust, President	NOTE: This proposal may be withdrawn by us if not accepted within thirty (30) d	ays.
ACCEPTANCE OF P are authorized to do work	PROPOSAL. The above prices, as specified. Payment will be ma	specifications and conditions are satisfactory and are hereby accepted. ade as outlined above.	You
Date of Acceptance:	ž.	Signature:	

Winnebago County Sheriff

www.co.winnebago.wi.us

Sheriff
John F. Matz

Chief Deputy
Todd A. Christopherson



4311 IACKSON ST

4311 JACKSON ST OSHKOSH, WISCONSIN 54901 (920) 236-7300 (920) 727-2888 JAIL (920) 236-7380 ADMINISTRATION FAX (920) 236-7333 RECORDS FAX (920) 236-7302

AUG 2 1 2024

August 16, 2024

TOWN OF ALGOMA
WINNEBAGO COUNTY, WISCONSIN

To All Winnebago County E911 Users:

Enclosed is the **JOINT POWERS AGREEMENT** which is required by State Statute 256.35(9). The Statute requires an annual renewal of the Agreement. Space is provided for signing by your City Mayor and Clerk, Town/Village Chairman and Clerk or other designee.

Please do the following:

1. <u>Sign, date, and return the **Original**</u> to me no later than **November 8th**, **2024** in the enclosed self-addressed envelope.

Please remember to put **postage** on your envelope before mailing it back. Please <u>Do Not</u> fax the document as we need to have the <u>original</u> copy. Please Do Not staple the document.

2. Please make a copy of the agreement for your records.

Your assistance in this matter is greatly appreciated. Thank you.

Sincerely,

Sheriff John F. Matz

JFM/kkd

enc.

JOINT POWERS AGREEMENT WINNEBAGO COUNTY 911 EMERGENCY SYSTEM

WHEREAS, Winnebago County and the municipalities located within the boundaries of Winnebago County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats. "Joint Powers Agreement", requires that in implementing a 911 system as has been done in Winnebago County, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Winnebago County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements, and conditions contained herein, it is hereby jointly agreed between Winnebago County and the **Town of Algoma**, municipality", as follows:

- 1. That effective <u>December 1, 2024</u>, this Agreement shall, thereafter, be applicable on a daily basis from said date through <u>November 30, 2025</u>.
- 2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Winnebago County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
- 3. That a Winnebago County Communications and Information System Advisory Committee shall be established to develop and recommend policy and procedures in an advisory capacity for emergency services communications and public safety records management issues in Winnebago County. A User's Guide that was developed in 1994 has been updated as necessary, and includes directives and guidelines for the proper use of E911 communication devices (which may include, but not be limited to, radios, computers, mobile data devices and pagers). Violation of User Guide directives could result in disciplinary action being imposed by the employing agency. The committee will be charged to effectively recommend equipment/software purchases and resource allocation with the authority to develop sub-committees as needed to accomplish that task. The committee may develop special ad-hoc, advisory task forces to research

regional communication network(s) with neighboring public safety departments or other County E911 Systems. The Advisory Committee will report to the County Executive and service that position in an advisory nature. Membership on the Advisory Committee shall consist of 9 representatives (appointed by the County Executive) from the following:

- 4 Police Agency (separate departments) Representatives (normally the Police Chief or his/her designee).
- 4 Fire Agency (separate departments) Representatives (normally the Fire Chief or his/her designee).
- 1 Emergency Government Representative.

WINNEBAGO COUNTY

The Advisory Committee shall elect one Chair and Vice-Chair each year commencing in January.

4. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 256.35 (9)(c), Wis. Stats.

Ву:	Winnebago County Executive Jon Doemel	Date: 8/12/2024
Ву:	Outre A. Barthela County Clerk Julie Barthels	Date: 8.7. 2024
TOW	N OF ALGOMA	
Ву:	Town Chairman	Date:
Ву:	Town Clerk	Date:



AGENDA MEMORANDUM

To: Honorable Town Chairperson and Town Supervisors

From: Maggie Mahoney, Administrator

Date: September 18, 2024

RE: Developer's Agreement for Town of Algoma TID #1 with OSMS Real Estate, LLC and

Algoma Sanitary District #1

SUMMARY:

Attached is the final draft developer agreement which has been reviewed and agreed to by the other two parties: OSMS Real Estate LLC and the Algoma Sanitary District.

There are no substantive changes from previous versions presented and discussed with the Board; however, additional administrative changes are still be needed, such as updating names, titles and exhibits. Staff are requesting the authority from the Board to make those changes to the final version.

RECOMMENDED ACTION: Town Attorney and Administrator recommend approval of the developer agreement and request the authority for the two of us and the Town Chair to make additional administrative changes. Should the Town Board agree the following motion may be made:

"Motion to approve the TID #1 Developer Agreement of OSMS Real Estate LLC, the Town of Algoma, and the Algoma Sanitary District #1, and giving by authority to the Town Attorney Administrator and Chair by agreement, to correct any administrative updates, including, without limitation, correcting names titles, errors and the like as well as updating exhibits prior to final execution by the Town"

ATTACHMENTS:

1. Final draft development agreement with exhibits



AGENDA MEMORANDUM

To: Honorable Town Chairperson and Town Supervisors

From: Maggie Mahoney, Administrator

Date: September 18, 2024

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ATTACHMENTS:

1. Final draft development agreement with exhibits

DEVELOPMENT AGREEMENT (TOWN OF ALGOMA TID #1)

THIS DEVELOPMENT AGREEMENT (TOWN OF ALGOMA TID 1) (this "Agreement") is made as of _________, 2024 (the "Effective Date"), by and among the TOWN OF ALGOMA, a Wisconsin municipal corporation (the "Town"), OSMS REAL ESTATE, LLC, a Wisconsin limited liability company (the "Developer"), and the ALGOMA SANITARY DISTRICT #1 (the "Sanitary District").

RECITALS

WHEREAS, the Town has, pursuant to the authority granted in Wisconsin Statutes, Sections 60.23(32) and 66.1105, created a Tax Incremental District, the Town of Algoma, Wisconsin Tax Increment District No. 1 (the "<u>TID</u>"), and adopted a Project Plan relating to the TID (as may be amended from time to time, the "<u>TID Plan</u>") attached hereto as <u>Exhibit R.1</u> to finance certain costs to induce development within or around the TID; and

WHEREAS, in order to achieve the objectives of the TID Plan and to make the land within the TID available for development by private enterprises for and in accordance with the uses specified in the TID Plan, the Town has determined to provide funding to install certain public municipal drinking water infrastructure (the "Water Improvements") within the TID; and

WHEREAS, the Developer owns four (4) parcels of real property within the TID described on **Exhibit R.2** attached hereto (the "Property"); and

WHEREAS, the Developer desires to combine the parcels via a certified survey map and build a new medical clinic facility together with other site improvements on the Property in accordance with the terms and conditions of this Agreement; and

WHEREAS, Developer's ability to develop the Property as set forth herein requires the installation of the Water Improvements as set forth herein; and

WHEREAS, the installation and management of the Water Improvements is under the control and jurisdiction of the Sanitary District; and

WHEREAS, the Town has determined that the proposed development of the Property by Developer, as set forth herein, will (i) promote and carry out the development objectives of the Town, (ii) further the purposes of the TID Plan, and (iii) not occur at the Property without the assistance of the Town.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

- 1. <u>Definitions</u>. As used in this Agreement, the following terms shall have the following meanings:
 - a. "Facility" means a medical clinic as further depicted on **Exhibit 1.d.**
 - b. "Memorandum" means a short form memorandum of this Agreement recorded in the

real estate records against the Property. The parties agree that the form of memorandum attached hereto as **Exhibit 1.b.** is acceptable to all parties.

- c. "<u>Minimum Tax Increment</u>" means an annual Tax Increment generated by the Project that is not less than the amounts necessary to pay the Town's annual debt service payments on the Town Loan (the "Town Debt Service Payments")
- d. "Plans" means final detailed site plan for the Project in form and substance acceptable to the Town, which shall include, without limitation, the following: all improvements now located or to be located on the Property, the footprint of all improvements and the square footage and layout of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, signage, exterior lighting, sidewalks, and landscaping. The Plans shall be substantially similar to the conceptual drawings attached hereto as **Exhibit 1.d.** unless otherwise agreed by the Town.
- e. "<u>Project</u>" means the development of the Property, including, but not limited to, the construction of the Facility and all improvements as may be required in order to comply with applicable laws, rules, regulations, codes and ordinances in the use of the Property and the Facility. For avoidance of doubt, the Project does not include the Water Improvements.
- f. "<u>Project Completion</u>" means all of the following have occurred: (i) the substantial completion of the Project in accordance with the Plans, (ii) a certificate of occupancy is issued by the appropriate governmental authorities for every building constituting the Facility, and (iii) completion of the Water Improvements in accordance with the Water Improvements Plans, each as determined by the Town in its reasonable discretion.
- g. "Project Completion Deadline" means June 30, 2026.
- h. "<u>Property</u>" is defined in the Recitals above.
- i. "<u>Water Improvements</u>" means the installation of public municipal drinking water infrastructure to serve the Project and surrounding parcels, as set forth on the Water Improvements Plans attached hereto as **Exhibit 1.j.**
- j. "<u>Water Improvements Plans</u>" means the final detailed plans for the Sewer and Water Improvements as set forth on **Exhibit 1.j.**
- k. "<u>Tax Increment</u>" for any given calendar year is the amount derived by multiplying the Tax Incremental Value for such year by the total interim tax rate in Column C on the Tax Increment Worksheet (Form PC-202) filed with the Department of Revenue.
- 1. "<u>Tax Increment Base Year Amount</u>" means the equalized value of the Property on January 1, 2024. The Base Year Amount is \$400,000.00.
- m. "<u>Tax Incremental Value</u>" means the total equalized value of the Property less the Base Value.
- n. "TID" is defined in the Recitals above.

- o. "TID Plan" is defined in the Recitals above.
- 2. <u>Developer Obligations</u>. Developer agrees and covenants as follows:
 - a. *Plans*. Developer shall complete the Plans which must be acceptable in all respects to the Town. Any revisions to the Plans shall be subject to the Town's review and approval. Developer shall provide evidence that the Plans have been approved by all required governmental bodies.
 - Construction of the Project. Developer, at its cost and expense, agrees to construct b. the Project in a good and workmanlike manner and substantially in accordance with the Plans. Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including, without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the Town, and all environmental laws, rules, regulations and ordinances. Developer shall have in effect at all times all permits, approvals and licenses as may be required by any governmental authority or nongovernmental entity in connection with the development, construction, management and operation of the Project. Developer will not, without the Town's prior written consent, materially change the scope of the Project or the Plans. Developer shall at all times during and after construction of the Project and during the term of this Agreement, keep and maintain the Project in good repair and maintenance, and make or cause to be made from time to time all necessary repairs thereto, so as to maintain the Project in operational form, absent ordinary war and tear.
 - c. Water Improvements Developer Costs. Developer agrees to pay those costs associated with the Water Improvements as noted on Exhibit 2.c. as "Developer costs" directly to the Sanitary District when invoiced. Developer agrees to cooperate with reasonable requests from the Town and/or Sanitary District relating to the Water Improvements and any associated improvements and will enter into such other agreements and contracts as necessary and reasonably requested. The Developer shall also pay for one-half (1/2) of the Engineering Expenses directly to the Sanitary District when invoiced and as estimated on Exhibit 2.c. The Engineering Expenses shall be considered Project Costs (as defined in Wis. Stat. Sec. 66.1105(2)(f)), and following repayment of the Town Loan, the Engineering Expenses incurred by Developer and the Town shall be reimbursed to Developer and the Town on a pro rata basis from Increment received, if the TID has not been closed. The Town shall take no action to close the TID early, if the Developer has not been reimbursed for its portion of the Engineering Expenses.
 - d. Developer Guaranty. Developer hereby guaranties that the annual Tax Increment generated, which will first be due and payable in 2027, will be sufficient to pay the Town's Debt Service Payment for each year. For example, if the Town's Debt Service Payment for 2028 is \$100,000 and the Tax Increment for such year is \$90,000, the Developer would owe the Town an amount equal to the difference between the Town's Debt Service and the Tax Increment (the "Shortfall Payment"), in this example, \$10,000. Developer shall have no obligation to guaranty annual Tax Increment following payment in full of the Town Loan. Any Shortfall Payment shall be made within thirty (30) days' notice from the Town to Developer of such shortfall. If payment of a Shortfall Payment is not timely made, interest

shall accrue at a rate of twelve percent (12%) on any unpaid amounts from the time it is due. In addition to any other remedies provided herein, the Town may levy any unpaid Shortfall Payment as a special charge assessed against the Property pursuant to Wis. Stat. §66.0627(2) or as a special assessment pursuant to Wis. Stat. §66.0703 and to that end, the Developer agrees to execute the Waiver of Special Assessment attached hereto as **Exhibit 2.d**.

- e. *Corporate Guaranty*. All of the obligations of Developer under this Agreement shall be guaranteed by Orthopedic & Sports Medicine Specialists of Green Bay, S.C., by that Corporate Guaranty attached hereto as **Exhibit 2.e**.
- 3. Obligations of the Town and Contingency. The Town agrees and covenants as follows:
 - a. The Town shall pre-pay the Sanitary District directly for the costs associated with the Project noted on **Exhibit 2.c.** as "Town Costs", including one-half (1/2) of the Engineering Costs. The Town may, following repayment of the Town Loan, reimburse itself for its one-half (1/2) of the Engineering Costs at the same time as it reimburses Developer pursuant to Section 2(c), above.
 - b. The Town's obligations shall be contingent on its ability to borrow the following funds (the "<u>Town Loan</u>"): Up to Five Hundred and Fifty Thousand and NO/100 Dollars (\$550,000.00), amortized over at least twenty (20) years at a fixed rate of no more than six percent (6%). The Town Loan shall have no prepayment penalty. This contingency may be waived by the Town, at its sole discretion. It is anticipated that the Town Loan will fund one hundred percent of the Project Costs (other than Engineering Costs) that the Town incurs. To the extent that the Town incurs any Project Costs in excess of the amount of the Town Loan and its one half (1/2) of Engineering Costs (for purposes hereof, "<u>Additional Project Costs</u>"), the Town may reimburse itself for such Additional Project Costs only after Developer has been paid its one half (1/2) of the Engineering Costs as provided in <u>Section 2(c)</u>, above. The Sanitary District's obligations hereunder shall also be contingent upon the Town securing the Town Loan.
 - c. The proceeds of the Town Loan shall be spent on Project Costs, and no other purpose.
 - d. The Town reserves the right to refinance the Town Loan; provided, however, that the Developer's obligations shall not be increased or expanded.
 - e. The Town shall apply all Tax Increment received each year from the Project toward the repayment of all Town Debt Service Payments. Once the Town Loan is paid in full, the Town shall apply all Tax Increment received to reimburse Developer and the Town for the Engineering Costs, and thereafter to reimburse the Town for any Additional Project Costs.
- 4. <u>Obligations of the Sanitary District</u>. The Sanitary District agrees and covenants as follows:
 - a. The Sanitary District shall construct the Water Improvements in a timely, good and workmanlike manner in compliance with all applicable laws and substantially in accordance with the Water Improvements Plans. The Town, the Sanitary District and the Developer shall enter into such construction contracts and authorizations as necessary for the construction of the Water Improvements..

b. If any other parcels connect to the Water Improvements while the TID remains open (an "Outside Connection"), the Sanitary District shall charge for such connections pursuant to its then-current ordinances and rate file. For reference, a copy of the relevant portion of the Sanitary District's current rate file is attached as **Exhibit 4.b.** To the extent anything in this Agreement conflicts with the Sanitary District's approved rate file, the rate file shall control. While the TID remains open, the Sanitary District shall not retain any funds received from special assessment which are attributable to the initial cost of construction of the Water Improvements. The Sanitary District shall transfer such funds to the TID, where they will be used to offset Project Costs. After the TID is closed, the Sanitary District shall transfer such funds to the Town.

5. Conditions Precedent to the Town's Obligations.

- a. *General Conditions*. In addition to all other conditions and requirements set forth in this Agreement, all of the obligations of the Town under this Agreement are conditioned upon the satisfaction of each and every one of the following conditions:
 - i. Developer shall provide the Town with, with respect to each entity constituting Developer (A) evidence that such entity constituting Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement, (B) a certified copy of its organizational documents, (C) a certificate of status issued by the Wisconsin Department of Financial Institutions or the applicable jurisdiction, and (D) resolutions or consents of its board of directors, partners or members, as the case may be, approving this Agreement and the transactions which are the subject of this Agreement.
 - ii. The Developer shall provide evidence that the Memorandum has been recorded against the Property.
 - iii. No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

All submissions given to the Town to satisfy the conditions contained in this <u>Section 4</u> must be satisfactory in form and content to the Town, in its reasonable discretion.

- 6. <u>Additional Representations, Warranties and Covenants of Developer</u>. Developer represents and warrants to the Town and agrees and covenants with the Town as of the Effective Date:
 - a. All copies of documents, contracts and agreements which Developer has furnished to the Town are true and correct in all material respects.
 - b. Developer has paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.
- c. Developer will pay for all work performed and materials furnished for the Project.

- d. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the Town pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.
- e. Developer is duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
- f. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- g. The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.
- h. There is no litigation or proceeding pending or threatened against or affecting Developer or the Project that would adversely affect the Project or Developer or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- i. No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument entered into in connection with the Project.
- j. Developer agrees to pay timely all generally applicable property taxes assessed and levied in connection with the Property under applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Town and other taxing authorities with respect to the assessment, levy, priority, collection and/or enforcement of property taxes.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

- 7. <u>Default.</u> The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:
 - a. Any representation or warranty made by Developer in this Agreement, or any document or financial statement delivered by Developer pursuant to this Agreement, shall

prove to have been false in any material respect as of the time when made or given; or

- b. Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from the Town to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than sixty (60) days following the notice thereof from the Town); or
- c. Construction of the Project shall be abandoned for more than thirty (30) consecutive days (subject to the force majeure provisions below) or if any portion of the Project shall be damaged by fire or other casualty and not repaired, rebuilt or replaced within a reasonable time thereafter; or
- d. Developer shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer or Guarantor shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or
- e. If Developer shall dissolve or shall cease to exist without transferring the Property as permitted by <u>Section 8</u>, below; or
- f. A default shall occur on any other indebtedness of or loan to Developer, or a default shall occur under any mortgage or other lien or encumbrance affecting the Property.

Upon the occurrence of any Default, the Town at its option, may pursue any or all of the rights and remedies available to it at law and/or in equity and/or under this Agreement and/or under any of the other agreements contemplated herein.

8. Transfers; Assignment.

a. <u>Transfer of the Property</u>. Developer shall not, directly or indirectly, sell, assign, transfer, convey, mortgage or encumber the Property or a portion thereof during the term of this Agreement unless it first obtains the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if no Default exists, Developer may transfer the Property to an entity controlled by or under common control with Developer without such consent upon reasonable prior written notice to the Town but without releasing Developer's liabilities hereunder.

- b. <u>Assignment of Development Agreement</u>. Prior to the completion of the Project, Developer shall not assign this Agreement to any other party without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that if no Default exists, Developer may assign this Agreement to an entity controlled by or under common control with Developer without such consent simultaneously with the transfer of the Property to such entity. Following completion of the Project, Developer may assign this Agreement to a purchaser of the Property, provided, that such purchaser specifically assumes the obligations of Developer hereunder. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- 9. <u>Term.</u> The term of this Agreement shall commence on the Effective Date and shall continue, unless terminated earlier as provided herein, until the termination of the TID.
- 10. <u>Notices.</u> All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

Notices to Developer:

OSMS Real Estate, LLC 2223 Lime Kiln Rd., Ste. 1 Green Bay, WI 54311 Attn:

Notices to the Town:

Town of Algoma 15 N. Oakwood Rd. Oshkosh, WI 54904 Attn: Town Administrator

Notices to the District:

Town of Algoma Sanitary District #1 3477 Miller Dr.
Oshkosh, WI 54904
Attn:

Notices given by mail are deemed delivered within (3) three business days after the party sending the notice deposits the notice in the United States Post Office. Notices delivered by courier are deemed delivered on the next business day after the party delivering the notice timely deposits the Notice with the courier for overnight (next day) delivery.

11. <u>Force Majeure</u>. For the purposes of any provisions of the Agreement, a party shall not be considered in breach or default of its obligations in the event of delay in the performance of such obligations due to causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of public enemy, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, and unusually severe weather; it being the

parties' purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of such party shall be equitably extended for the period of the delay.

12. <u>Joint and Several Obligations</u>. In the event Developer is made up of more than one person or entity, each shall each be jointly and severally liable for the performance of all obligations of Developer under this Agreement, and the Town may bring suit against either of them, jointly or severally, or against both of them.

13. Miscellaneous.

- a. <u>No Personal Liability</u>. Under no circumstances shall any supervisor, officer, official, director, attorney, employee or agent of the Town or District have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
- b. <u>Waiver</u>; <u>Amendment</u>. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by all parties, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.
- c. <u>Entire Agreement</u>. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.
- d. <u>No Third-Party Beneficiaries</u>. This Agreement is intended solely for the benefit of the parties, and no other party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the Town in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by a party, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the Project.
- e. <u>Severability</u>. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.
- f. <u>Governing Law</u>. This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin.
- g. Recording of this Agreement is prohibited except for the Memorandum.
- h. <u>Time is of the Essence; Deadlines</u>. Time is of the essence with respect to this performance of every provision of this Agreement in which time of performance is a factor. In

the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next business day.

- i. <u>Relationship of Parties</u>. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the Town and Developer.
- j. <u>Captions and Interpretation</u>. The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.
- k. <u>Counterparts/Electronic Signature</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first printed above.

DEVELOPER:

OSMS REAL ESTATE, LLC, a Wisconsin limited liability company
By: Name: Sandy Fragale Title:
THE TOWN:
TOWN OF ALGOMA
By: Joel Rasmussen, Town Chair
Attest: Katherine Reinbold, Town Clerk/Treasurer
THE DISTRICT:
TOWN OF ALGOMA SANITARY DISTRICT #1
By: Charles Hayes, President
Attest: Kevin Mraz, Utility Director

EXHIBIT R.1

TOWN OF ALGOMA TID #1 PLAN

EXHIBIT R.2

LEGAL DESCRIPTION OF THE PROPERTY

 $NEED\ LEGAL\ DESCRIPTIONS,\ Town\ of\ Algoma,\ Winnebago\ County,\ Wisconsin.$

PIN: 002-141406; 002-1415; 002-1416 & 002-025924

EXHIBIT 1.b. FORM OF MEMORANDUM

EXHIBIT 1.d.

FACILITY PLANS

[ATTACH TO THIS COVER PAGE]

EXHIBIT 1.j. WATER IMPROVEMENT PLANS

EXHIBIT 2.c.

WATER IMPROVEMENTS COSTS

EXHIBIT 2.d.

WAIVER OF SPECIAL ASSESSMENT

EXHIBIT 2.e. CORPORATE GUARANTY OF DEVELOPER

EXHIBIT 4.b.

RELEVANT PORTIONS OF SANITARY DISTRICT'S RATE FILE

MEMORANDUM OF DEVELOPMENT AGREEMENT (TID 1)

Document Number

Document Name

THIS MEMORANDU	JM OF DEVE	LOPMENT
AGREEMENT (TID 1) (this	"Memorandum") is	made and
entered into as of the	_ day of	, 2024,
by and between the TOWN	OF ALGOMA, a	Wisconsin
municipal corporation (the "To	own"), OSMS REAL	L ESTATE
LLC, a Wisconsin limited liabil	lity company (the "I	Developer")
and ALGOMA SANITARY	DISTRICT #1 (the	e "Sanitary
District"). All are referred to here	in, collectively, as the	"Parties".

WHEREAS, Developer is the owner of certain real property located in the Town of Algoma, Wisconsin described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Parties entered into a certain Development Agreement (TID 1) dated as of the date hereof (as may be amended from time to time, the "<u>Development</u> Agreement") with respect to the Property; and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Winnebago County, Wisconsin to provide notice to third parties of the Development Agreement.

Name and Return Address

Town of Algoma 15 N. Oakwood Rd. Oshkosh, WI 54904 Attn: Town Clerk/Treasurer

See Exhibit A attached

Parcel Identification Number (PIN)

This is <u>not</u> homestead property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>Development Agreement</u>. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination of the Development Agreement, the Development Agreement runs with the land and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors an assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property. The term of the Development Agreement commenced as of the date hereof and terminates as provided therein.

2. Miscellaneous.

a. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity

as to the terms, conditions and provisions thereof. A copy of the Development Agreement is available upon request from the Town at the offices of the Town Clerk/Treasurer 15 N. Oakwood Road, Oshkosh WI 54904.

- b. This Memorandum is not a complete summary of the Development Agreement. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of conflict between this Memorandum and the unrecorded Development Agreement, the unrecorded Development Agreement shall control.
- c. This Memorandum may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the Parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first set forth above.

DEVELOPER:

	OSMS REAL ESTATE, LLC, a Wisconsin limited liability compa	any
	By: Name: Sandy Fragale Title:	
STATE OF WISCONSIN)		
COUNTY OF) ss.		
Personally came before me this Sandy Fragale, to me known to be the peracknowledged to me that they executed the OSMS Real Estate, LLC, a Wisconsin limit	he foregoing instrument as the	rument, and who
	Print Name: Notary Public, State of Wisconsin My commission:	

THE TOWN:

TOWN OF ALGOMA By: Joel Rasmussen, Town Chair Attest: Katherine Reinbold, Town Clerk/Treasurer STATE OF WISCONSIN) ss. COUNTY OF WINNEBAGO) Personally came before me this ____ day of ____ Joel Rasmussen and Katherine Reinbold, to me known to be the persons who executed the foregoing instrument, and who acknowledged to me that they executed the foregoing instrument as Chairperson and Clerk/Treasurer, respectively, of the Town of Algoma, Wisconsin, by its authority. Print Name:_____ Notary Public, State of Wisconsin

My commission:_____

THE DISTRICT:

TOWN OF ALGOMA SANITARY DISTRICT #1

	By:Charles Hayes, President	
	Attest:	
	Kevin Mraz, Utility Director	
STATE OF WISCONSIN)	
COUNTY OF WINNEBAGO) ss.)	
Charles Hayes and Kevin Mraz, to	this day of, 2000 me known to be the person who executed the foregoing to me that they executed the foregoing instrument as Algoma Sanitary District #1.	ing
	Print Name: Notary Public, State of Wisconsin	
	My commission:	

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

C COPYRIGHT 2019 L.A.D. LLC





ABBREVIATIONS LIST

THERMAL BATT INSULATION

CONCRETE MASONRY UNIT

RIGID INSULATION

MATERIAL KEY

EARTH

E.I.F.S.

CONCRETE

AB ADA ADJ AFF ALT ALUM	ANCHOR BOLT AMERICANS W/ DISABILITIES ACT ADJACENT ABOVE FINISHED FLOOR ALTERNATE ALUMINUM	FAR FD FDN FE FEC FF FLR	FLOOR AREA RATIO FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FINISHED FLOOR FLOOR	PART PC PLBR PLT PL PLAM PLAS	PARTITION PRECAST CONCRETE PLUMBING CONTRACTOR PLATE PROPERTY LINE PLASTIC LAMINATE PLASTER
BFREE BLKG BO BRG	BARRIER FREE BLOCKING BOTTOM OF BEARING	G GALV GCONTR GRD GYP	GAS GALVANIZED GENERAL CONTRACTOR GRADE(ING) GYPSUM BOARD	R RAD RD REQD RO	RISER RADIUS ROOF DRAIN REQUIRED ROUGH OPENING
CAP CB CHFR CJ CL CLR CMU COL CONC CONTR CPRS DIA DIM DR DTL EC	CAPACITY CATCH BASIN CHAMFER CONTROL JOINT CENTERLINE CLEAR(ANCE) CONCRETE MASONRY UNIT COLUMN CONCRETE CONTRACTOR COMPRESSIBLE DIAMETER DIMENSION DOOR DETAIL ELECTRICAL CONTRACTOR ELEVATION	HB HC HDCP HM HPT INT JST JT LB LBR LP LVR MFGR MSRY MH MIR MLDG MO	HOSE BIB HVAC CONTRACTOR HANDICAP HOLLOW METAL HIGH POINT INTERIOR JOIST JOINT LOAD BEARING LUMBER LIGHT POLE LOUVER MANUFACTURER MASONRY MANHOLE MIRROR MOLDING MASONRY OPENING	SAN SC SD SHTG SIM SS STD STL STR SYM T #B TEL T#G THK TYP UNO	SANITARY SEWER SOLID CORE STORM DRAIN SHEATHING SIMILAR TO STAINLESS STEEL SOUND TRANSMISSION CLASS STANDARD STEEL STORM SEWER SYMMETRICAL TREAD TOP AND BOTTOM TELEPHONE TONGUE AND GROVE THICKENSS TOP OF TYPICAL UNLESS NOTED OTHERWISE
EL EWC EXCV EXST	ELEVATION ELECTRIC WATER COOLER EXCAVATE EXISTING	MR MTD NTS	MOISTURE RESISTANCE MOUNTED NOT TO SCALE	VAR VB WD	VARIES VAPOR BARRIER WOOD
EXP EXP BLT EXP JT EXT	EXPANSION EXPANSION BOLT EXPANSION JOINT EXTERIOR	NIC O/C OPNG OPT OSB	NOT IN CONTRACT ON CENTER OPENING OPTIONAL ORIENTED STAND BOARD		

DRAWING STANDARDS

GRANULAR FILL

STUD WALL

CEILING TILE

GYPSUM BOARD

STONE VENEER

INSULATED STUD WALL

DRAWING SYMBOLS KEY

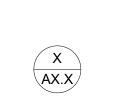
DOOR NUMBERS - REFER TO DOOR SCHEDULE







ROOM NAME AND NUMBER AS NOTED -REFER TO ROOM FINISH SCHEDULE



AX.X

INTERIOR ELEVATION REFERENCE -REFER TO SHEET NUMBER INDICATED IN BOTTOM OF SYMBOL

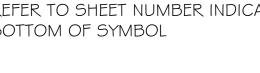
STEEL

PLYWOOD

GRAVEL

ROUGH WOOD

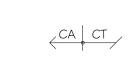
FINISHED WOOD



DETAIL REFERENCE - REFER TO SHEET NUMBER INDICATED IN BOTTOM OF SYMBOL

BUILDING SECTION REFERENCE REFER TO SHEET NUMBER INDICATED AX.X IN BOTTOM OF SYMBOL

WALL SECTION REFERENCE - REFER TO SHEET NUMBER INDICATED IN BOTTOM OF SYMBOL



AX.X

FLOORING MATERIAL CHANGE

ALL WORK SHALL CON BUT ARE NOT LIMITED PROJECT MANUAL (WH CONDITIONS AND SPE ADDENDA, MODIFICATI ENGINEER.

CONTRACT DOCUMENT GENERAL CONTRACTO EXTENT AND COMPLET RESPONSIBLE FOR CO DIMENSIONS.

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ENGINEER BEFORE PF ALL MANUFACTURED / INSTALLED, CONNECT MANUFACTURERS' INS MANUFACTURERS' INS ARCHITECT / ENGINEEI

LARGE-SCALE, MORE S SMALLER-SCALE, LESS REQUIREMENTS FOR (OVER LESS STRINGEN DISCREPANCIES OR CO BEFORE PROCEEDING

PROVIDE CONTINUOUS **EXTERIOR WALL PENE** SEALANT.

ALL DISSIMILAR METAL TO AVOID GALVANIC C SEAL ALL OPENINGS IN PIPES, VENTS, TRAPS, STOPPING AS SPECIFIE REQUIRED AT PENETR PROVIDE TEMPORARY AS REQUIRED TO SEPA BUILDING.

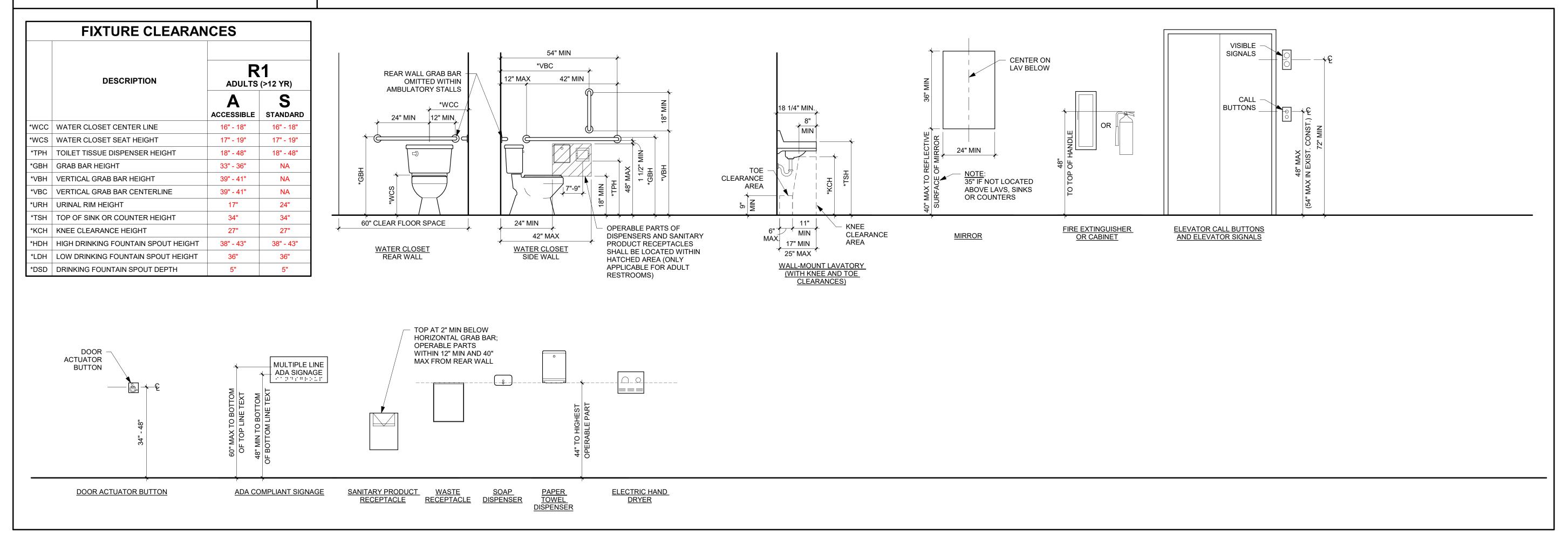
PROVIDE BRACING ANI STRUCTURE TO REMAI TEMPORARY OPENING COMPONENTS FROM D RESTORE ALL EXISTIN CONSTRUCTION TO TH WALLS, FLOORS, AND PROVIDE SOLID WALL BLOCKING BEHIND DO OPENS, ETC. AND AT ALL ITEMS REQUIRING FASTENING THROUGH GYP BD. TO

BLOCKING RENDERED IMAGES MAY NOT BE AN ACCURATE REPRESENTATION OF BUILDING CONDITIONS, REFER TO PLANS AND DETAILS CONTAINED WITHIN FOR SCOPE OF WORK.

JECT GENERAL NOTES		SHEET INDEX
ONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE,	SHEET#	
D TO, THE OWNER - CONTRACTOR AGREEMENT, THE WHICH INCLUDES GENERAL AND SUPPLEMENTARY		
PECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL	GENERAL	
ATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT /	G1-10	TITLE SHEET, SHEET INDEX, PROJECT GENERAL NO
	G1-11	MOUNTING HEIGHTS, ABBREVIATIONS AND SYMBOL
NTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE	G1-21	CODE DATA AND CODE DATA PLAN
TOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL ETE COORDINATION OF ALL WORK. CONTRACTOR IS	ARCHITEC	TURAL
COORDINATING AND CORRELATING QUANTITIES AND	A1-01	WALL TYPES AND NOTES
NS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY	A1-20	BASEMENT PLAN
ER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING	A1-21	FIRST FLOOR PLAN
ARIFICATION BEFORE PROCEEDING WITH THE WORK.	A1-22	FIRST FLOOR DIMENSION PLAN
KISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT /	A1-31	FIRST FLOOR REFLECTED CEILING PLAN
ISCREPANCIES OR CONDITIONS REQUIRING INFORMATION	A1-41	FIRST FLOOR FINISH PLAN
BEFORE PROCEEDING WITH THE WORK.	A1-49	FINISH SCHEDULES
E INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE	A1-71	ROOF PLAN
IRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE	A2-11	EXTERIOR ELEVATIONS
FER TO DETAILS SHOWN. WHERE SPECIFIC DIMENSIONS, INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT /	A3-21	WALL SECTIONS
PROCEEDING WITH THE WORK.	A3-22	WALL SECTIONS
O ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED,	A3-31	WALL DETAILS
CTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO	A4-11	DOOR SCHEDULE, DOOR AND FRAME TYPES
NSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN	A4-21	DOOR AND WINDOW DETAILS
NSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY EER BEFORE PROCEEDING WITH THE WORK.	A5-11	ENLARGED FLOOR PLANS
	A6-11	INTERIOR ELEVATIONS
E SPECIFIC DETAILS TAKE PRECEDENCE OVER SS SPECIFIC DETAILS AND INFORMATION. MORE STRINGENT	A6-12	INTERIOR ELEVATIONS
R CODE, PRODUCTS AND INSTALLATION TAKE PRECEDENCE	A6-13	INTERIOR ELEVATIONS
ENT REQUIREMENTS. NOTIFY ARCHITECT/ENGINEER OF ANY	A6-21	INTERIOR DETAILS
CONDITIONS REQUIRING INFORMATION OR CLARIFICATION	A7-11	ENLARGED VERTICAL CIRCULATION - STAIR A
IG WITH THE WORK.	A7-12	ENLARGED VERTICAL CIRCULATION - STAIR B
US SEALANT AROUND ALL MATERIALS AT ALL INTERIOR AND NETRATIONS. REFER TO SPECIFICATIONS FOR APPROPRIATE	STRUCTU	RAL
ALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER	S1-00	STRUCTURAL NOTES
CORROSION.	S1-01	SPECIAL INSPECTIONS (PER IBC 2018)
IN WALLS, FLOORS, CEILINGS, AND ROOFS, AROUND DUCTS,	S1-05	STRUCTURAL SCHEDULES
S, CONDUIT AND ALL OTHER PENETRATIONS WITH FIRE	S1-11	FOUNDATION PLAN
FIED AND REQUIRED BY CODES. IF FIRE STOPPING IS NOT	S1-21	DRAIN TILE PLAN
FRATIONS PER CODE, SEAL WITH CONTINUOUS SEALANT.	S1-31	BASEMENT SLAB PLAN
RY WALLS, ENCLOSURES, DUST SHIELDS AND WALK-OFF MATS	S1-32	FIRST FLOOR SLAB PLAN
PARATE DEMOLITION AND CONSTRUCTION FROM EXISTING	S2-11	FOUNDATION & SLAB DETAILS
ND SHORING AS REQUIRED TO RROTECT EVISTING	S3-21	FIRST FLOOR FRAMING PLAN
IND SHORING AS REQUIRED TO PROTECT EXISTING IAIN. PROVIDE SECURE AND WEATHERPROOF ENCLOSURE OF	S4-11	LOW ROOF FRAMING PLAN
NGS IN EXTERIOR WALLS. PROTECT ALL BUILDING	S4-12	HIGH ROOF FRAMING PLAN
I DAMAGE DURING DEMOLITION AND CONSTRUCTION.	S5-00	SHEAR WALL PLAN
ING AREAS AFFECTED BY DEMOLITION AND RELATED NEW	S5-11	STRUCTURAL FRAMING ELEVATIONS
THEIR ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO	S6-11	FLOOR FRAMING DETAILS
D CEILINGS AND THEIR ASSOCIATED FINISHES.	S6-21	ROOF FRAMING DETAILS
L BACKING WITH METAL OR FIRE-RETARDANT WOOD OOR HARDWARE SUCH AS WALL STOPS, BUMPERS, HOLD ALL ITEMS REQUIRING FASTENING THROUGH GYP RD. TO		

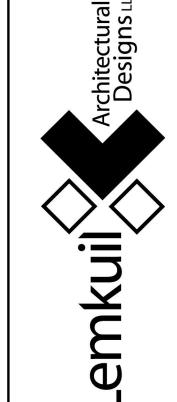
OSHKOSH WISCONSIN

MOUNTING HEIGHTS AND STANDARDS



<u>ABB</u>	REVIATIONS							MATERIALS KEY	TAGS AND SYMBOLS			MOMENT CONNECTION SYMBOL	▶ M1
	POUND OR NUMBER	ENCL	ENCLOSURE	LB	POUND	RTE	REFER TO ELEVATION			(1)	$\left(2\right)$	*REFER TO MOMENT	y 1011
	AT	EPDM	ETHYLENE PROPYLENE DIENE MONOMER	LLH	LONG LEG HORIZONTAL	RTU	ROOF TOP UNIT	BATT INSULATION	CECTION NUMBER		Z	CONNECTION DETAILS	
P	ACOUSTICAL CEILING PANEL	EPX	EPOXY	LLV	LONG LEG VERTICAL	SA	SUPPLY AIR		SECTION NUMBER	: κ			
Т	ACOUSTICAL CEILING TILE	EQ	EQUAL	LN	LINEAR	SC	SEALED CONCRETE			_			
A	AMERICANS WITH DISABILITIES ACT	EQUIP	EQUIPMENT	LVT	LUXURY VINYL TILE	SF	SQUARE FOOT					FOOTING STEP	─
D	ADDENDUM	ETC	ETCETERA	MATL	MATERIAL	SIM	SIMILAR	//// BRICK	SECTION	NEW (A)	EXISTING CONSTRUCTION B — —		
DL	ADDITIONAL	EWC	ELECTRIC WATER COOLER	MAX	MAXIMUM	SM	SURFACE MOUNTED		\A1-11\	CONSTRUCTION A	construction B — — —		
J	ADJACENT	EWC	ELECTRIC WATER COOLER	MB	MARKER BOARD	SPEC	SPECIFICATION		\ \	GRIDS	GRIDS	LEDGE STEP	─
F	ABOVE FINISH FLOOR	EX	EXISTING	MECH	MECHANICAL	SS	SOLID SURFACE		SHEET NUMBER	GRIDS		LLDGL OTL	~
G	ABOVE FINISHED GRADE	EXP	EXPANSION, EXPOSED	MEP	MECHANICAL, ELECTRICAL, PLUMBING	SSTL	STAINLESS STEEL	CONCRETE (SECTION)		ı	l		
U	AIR HANDLING UNIT	EXT	EXTERIOR	MEZZ	MEZZANINE	STD	STANDARD	7 , 4. 4				FOOTING &	4.4
-	ALTERNATE	F&I	FURNISH AND INSTALL	MFR	MANUFACTURER	STN	STONE						\longrightarrow
M	ALUMINUM	FA	FRESH AIR	MH	MANHOLE	STOR	STORAGE	0.411 (0.50.510.11)	ELEVATION NUM	IBER		LEDGE STEP	
ROX	APPROXIMATELY	FAAP	FIRE ALARM ANNUNCIATOR PANEL	MIN	MINIMUM	SUSP	SUSPENDED	CMU (SECTION)	1 🖈				
Н	ARCHITECTURAL	FACP	FIRE ALARM CONTROL PANEL	MISC	MISCELLANEOUS	SV	SHEET VINYL						
	ACOUSTICAL WALL PANEL	FBO	FURNISHED BY OTHERS	MO	MASONRY OPENING	SY	SQUARE YARDS		SHEET NUMBER			BEAM SPLICE	ູ້ດ——
	BASE	FD	FLOOR DRAIN	MTD	MOUNTED	T&G	TONGUE AND GROOVE	FARTU	INTERIOR /			SYMBOL	Ĭ,
	BOARD	FE	FIRE EXTINGUISHER	MTL	METAL	T&P	TEMPERATURE AND PRESSURE	EARTH				J.IIIDOL	
	BROADLOOM CARPET	FFC	FIRE EXTINGUISHER CABINET	MULL	MULLION	TB	TACK BOARD						
	BUILDING	FF	FLOOR FINISH	NA	NOT APPLICABLE	TRD	TO BE DETERMINED		ELEVATION		CDS CATALOG NUMBER FROM	PIER TYPE	 P1
	BOTTOM OF OR BY OWNER	FFF	FINISHED FLOOR ELEVATION	NIC.	NOT IN CONTRACT	TD	TRENCH DRAIN	GRANULAR FILL		KEYNOTE TAG (3)	CASEWORK / NORTH AMERICAN	PIER I TPE	—— Р1
	BRICK	FRP	FIBERGLASS REINFORCED PLASTIC	NTS	NOT TO SCALE	TEC	TECTUM						
	BEARING	ED7	FREEZER	00	ON CENTER	TEI	TELEPHONE		1 DENOTES		/ Monine woodwork		
	BASEMENT	FQ.	FLOOR SINK	OCEW	ON CENTER EACH WAY	TEMP	TEMPERATURE		ANNOTATION IS		/ STANDARDS (NAAWS)		
	CONDUIT	F3 FT	FOOT OR FEET	OCEW	OUTSIDE DIAMETER	TER	TERRAZZO	LOCOCO ODANE	REFERENCING	DOOR NUMBERS 101	/	FOOTING TYPE	
	CONDOTT COLD FORMED STEEL	FTC	FOOTING	OH	OVERHEAD	TO	TOP OF	GRAVEL			(IE III AII IO IN OLI UDED OFF NOTE		
		FIG		0		TOF			ANOTHER VIEW		(IF "M" IS INCLUDED SEE NOTE		
	CORNER GUARD	GA	GAUGE	OHD	OVERHEAD DOOR	TOF	TOP OF FOOTING				BELOW FOR DESCRIPTION OF	FOUNDATION	EDNA
	CAST IN PLACE	GALV	GALVANIZED	OL	OVERALL LENGTH	TOL	TOP OF LEDGE	GYPSUM BOARD		WALL TYPE M12	/ MODIFICATION)	WALL TYPE	FDN1
	CONTROL JOINT OR CONSTRUCTION JOINT	GC	GENERAL CONTRACTOR	OPNG	OPENING	TOS	TOP OF STEEL	「記憶を経験なり」 OR SHEATHING	DETAIL NUMBER —		/ WOBII IO/TITOTY)		
	CENTERLINE	GEN	GENERATOR	ORD	OVERFLOW ROOF DRAIN	TOW	TOP OF WALL	Ort on Extra view	DE IT ILE NOMBER		ALONAINIAL NAUDTILI		
	CEILING	GFCI	GROUND FAULT CIRCUIT INTERRUPT	OSB	ORIENTED STRAND BOARD	IR To	TAMPER RESISTANT		SHEET NUMBER —	OUEAD WALL TYPE	NOMINAL WIDTH	DIDECTION OF	_
	CLEAR	GL	GLAZING	PC	PHOTO CELL, POLISHED CONCRETE	IS	TUBE STEEL / THRESHOLD / TRANSITION STRIP	RIGID INSULATION	OHEET NOWIDER	SHEAR WALL TYPE SW1	NOMINAL DEDTIL	DIRECTION OF	
	CORRUGATED METAL	GND	GROUND	PLAM	PLASTIC LAMINATE	TV	TELEVISION	TOOD INSOLATION	AREA OF DETAIL — 1		CDS NOMINAL DEPTH	INSTALL	
	CONCRETE MASONRY UNIT	GYP	GYPSUM	PLWP	PLASTIC LAMINATE WALL PANEL	TYP	TYPICAL		A1-11		W# D# NOMINAL HEIGHT		
	CLEANOUT	HD	HUB DRAIN	PNT	PAINT	UG	UNDERGROUND		\sim	21.47.77	H# - NOWINAL HEIGHT		
	CONCRETE	HDG	HOT DIP GALVANIZED	PNT-#E	EPOXY PAINT	UH	UNIT HEATER	PLYWOOD	I	SLAB TYPE SL#	MOD LINE 1 DESCRIPTION OF MODIFICATION		??? 100' -
	CONFERENCE	HDW	HARDWARE	POLYETH	POLYETHYLENE	UNO	UNLESS NOTED OTHERWISE	PLIVVOOD		<i></i> 3L#	MAD LINE A	SPOT	•
	CONTINUOUS	HM	HOLLOW METAL	POLYISO	POLYISOCYANURATE	VCT	VINYL COMPOSITE TILE		DETAIL CALLOUT	/	FROM CDS CATALOG	ELEVATION	T T
	CARPET	HORIZ	HORIZONTAL	PRV	POWER ROOF VENTILATOR	VERT	VERTICAL		PETAIL OALLOOT	CEILING, FLOOR, OR F1			CRIPTION
	CHAIR RAIL	HSS	HOLLOW STRUCTURAL SECTION	PVC	POLYVINYL CHLORIDE	VEST	VESTIBULE	MACONINA SAND	1			DES	CRIPTION —
	CORK	HT	HEIGHT	QT	QUARRY TILE	VF	VINYL FLOOR	PARTY SAIND		ROOF ASSEMBLY TYPE		FI	LEVATION —
	TILE	HVAC	HEATING VENTILATION AND AIR CONDITIONING	QTZ	QUARTZ	VIF	VERIFY IN FIELD		\ <i>J</i>			LL	LLVATION
	PRIVACY CURTAIN	ID	INSIDE DIAMETER	RA	RETURN AIR	VTR	VENT THROUGH ROOF						
	CUBIC YARD	IG	ISOLATED GROUND	RB	RESILIENT BASE	VWP	VENEER WALL PANEL	STEEL		WINDOW TYPE AL15	/ MEMBER SIZE		CAP PLAT
	DEMOLITION	IMP	INSULATED METAL PANEL	RBR	RUBBER	W/	WITH	// // // JIEEL		TLIO	/ INFINIBER SIZE		
	DRINKING FOUNTAIN	INFO	INFORMATION	RCP	REFLECTED CEILING PLAN	W/O	WITHOUT	· // // // //			EDAMINO /		CP#
	DOOR HOLDER (MAGNETIC)	INP	IN-PLACE	RD	ROOF DRAIN	WC	WATER CLOSET	XXXXX	\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \		FRAMING — NUMBER OF STUDS	COLUMN TYPE -	— C# COLUMN
	DIAMETER	INSUL	INSULATION	REF	REFRIGERATOR	WCG	WALL COVERING	CANTHETIC STUCCO	DRAWING VIEW NAME	EQUIPMENT TYPE A	TAG NUMBER OF STUDS		
	DIMENSIONAL LETTER SIGNAGE	INT	INTERIOR	REINF	REINFORCED	WD	WOOD	SYNTHETIC STUCCO	1 JIN (1) VIL VI (1) VIL VIL VI (1) VIL VIL VI (1) VIL				BP#
	EACH	 J	JUNCTION BOX	REQD	REQUIRED	WF	WINDOW FILM	· / / / / / / / / / / / / / / / / / / /	TITLE 1/8" = 1'-0"		/ CAMBER SIZE		BASE PLA
	ELECTRICAL CONTRACTOR	ΙΔΝΙ	JANITOR	RES	RESINOUS FLOOR	W _C	WALL GUARD			FLOOR E CINH			5, 6216
	EXHAUST FAN	IRE	JOIST BEARING ELEVATION	DEV/		///U	WALL GUARD WALL HYDRANT	WOOD		FLOOR MATERIAL TYPE F FIN#	/ / REACTION, TYPICAL		
		JDE		LE A	REVISION / REVISED	VVIII VVIIII		WOOD		MATERIAL TYPE	BOTH ENDS	WELD 637156	>
	EXTERIOR INSULATION FINISH SYSTEM	NE6 191	JOIST	IZIVI	ROOM BOLICH OPENING	WE	WATER HEATER				18K W8X24 (25) C=1" 15K	WELD SYMBOL	<u> </u>
	ELECTRICAL	VE9	KITCHEN EQUIPMENT SUPPLIER	ROW / DAM	ROUGH OPENING	VVP	WEATHERPROOF	N/	ELEVATION LEVEL 1			*REFER TO ANSI FOR WFI	LD 1/4 2-12
	ELEVATION	KVV	KILOWATT	ROW / R/W	RIGHT OF WAY	VV I	WINDOW TREATMENT	SPRAY IN PLACE	ELEVATION	MATERIAL TYPE FIN#		*REFER TO ANSI FOR WEL SYMBOL STANDARDS	/ 1/7 Z-12
	EMERGENCY	LAV	LAVATORY	KP	RESIN PANEL	WWF	WELDED WIRE FABRIC	SPRAY IN PLACE INSULATION	100'-0"				•
						XFMR	TRANSFORMER		• IUU -U				

MM/DD/YY DRAWN BY CHECKED BY



OSMS CLINIC

MOUNTING HEIGHTS, ABBREVIATIONS AND SYMBOLS

WALL LEGEND

CODE DATA PLAN KEY

ROOM NAME

ROOM#

SP=SPRINKLED → SP Y ← ALARM SYSTEM (Y/N)

CONSTRUCTION TYPE → II-B | S-1 ← OCCUPANCY GROUP

NS=NON SPRINKLED 11,234 SF ← AREA (SQUARE FT.)

OCC. LOAD FACTOR → 500 G 22 ← OCCUPANT LOAD

EGRESS WIDTH INCHES

COMMON PATH OF TRAVEL

SEMI-RECESSED FIRE

EXTINGUISHER CABINET

FRONTAGE DISTANCE

DOOR ACTUATOR BUTTON

FIRE DEPARTMENT CONNECTION

COLOR: ENSURE TO COORDINATE

ELEVATOR

WITH SPEC

KNOX BOX

EW3 3-HOUR EXTERIOR WALL

EW2 2-HOUR EXTERIOR WALL

EW1 1-HOUR EXTERIOR WALL

FW4 4-HOUR FIRE WALL

FW3 3-HOUR FIRE WALL

FW2 2-HOUR FIRE WALL

FB4 4-HOUR FIRE BARRIER

FB3 3-HOUR FIRE BARRIER

FB2 2-HOUR FIRE BARRIER

FB1 1-HOUR FIRE BARRIER

FP1 1-HOUR FIRE PARTITION

FP1/2 1/2-HOUR FIRE PARTITION

SB1 1-HOUR SMOKE BARRIER

CONSTRUCTION CAPABLE OF RESISTING

THE PASSAGE OF SMOKE

FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE

REQUIRED TO HAVE PROTECTED OPENINGS OR

IDENTIFIED WITH SIGNS OR STENCILING. SUCH

IDENTIFICATION SHALL:

CEILING OR ATTIC SPACES

OTHER SIMILAR WORDING.

BARRIERS AND SMOKE PARTITIONS OR ANY OTHER WALL

PENETRATIONS SHALL BE EFFECTIVELY AND PERMANENTLY

1. BE LOCATED IN ACCESSIBLE CONCEALED FLOOR, FLOOR-

. BE LOCATED WITHIN 15 FEET OF THE END OF EACH WALL AND AT INTERVALS NOT EXCEEDING 30 FEET MEASURED HORIZONTALLY ALONG THE WALL OR PARTITION, AND INCLUDE LETTERING NOT LESS THAN 3 INCHES IN HEIGHT WITH A MINIMUM 3/8" STROKE IN A CONTRASTING COLOR INCORPORATING THE SUGGESTED WORDING "FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS" OR

SP SMOKE PARTITION

FB1 1/2 1 1/2-HOUR FIRE BARRIER

KB

FE-# FIRE EXTINGUISHER

EGRESS OCCUPANT CAPACITY

NEW CONSTRUCTION

EXISTING CONSTRUCTION TO REMAIN

GENERAL CODE DATA

(insert code data here)

I Touchstone Drivneida WI 54155 (920)-609-4663 mkuilarchdesigns

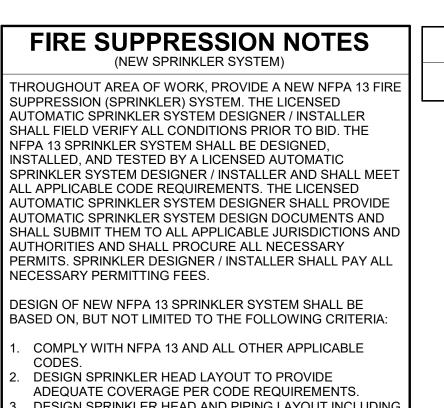
(G=GROSS, N=NET)

14.4" 33.0" EXIT WIDTH PROVIDED

HC HD HG EXIT WIDTH REQUIRED

OSMS C

CODE DATA AND CODE DATA PLAN

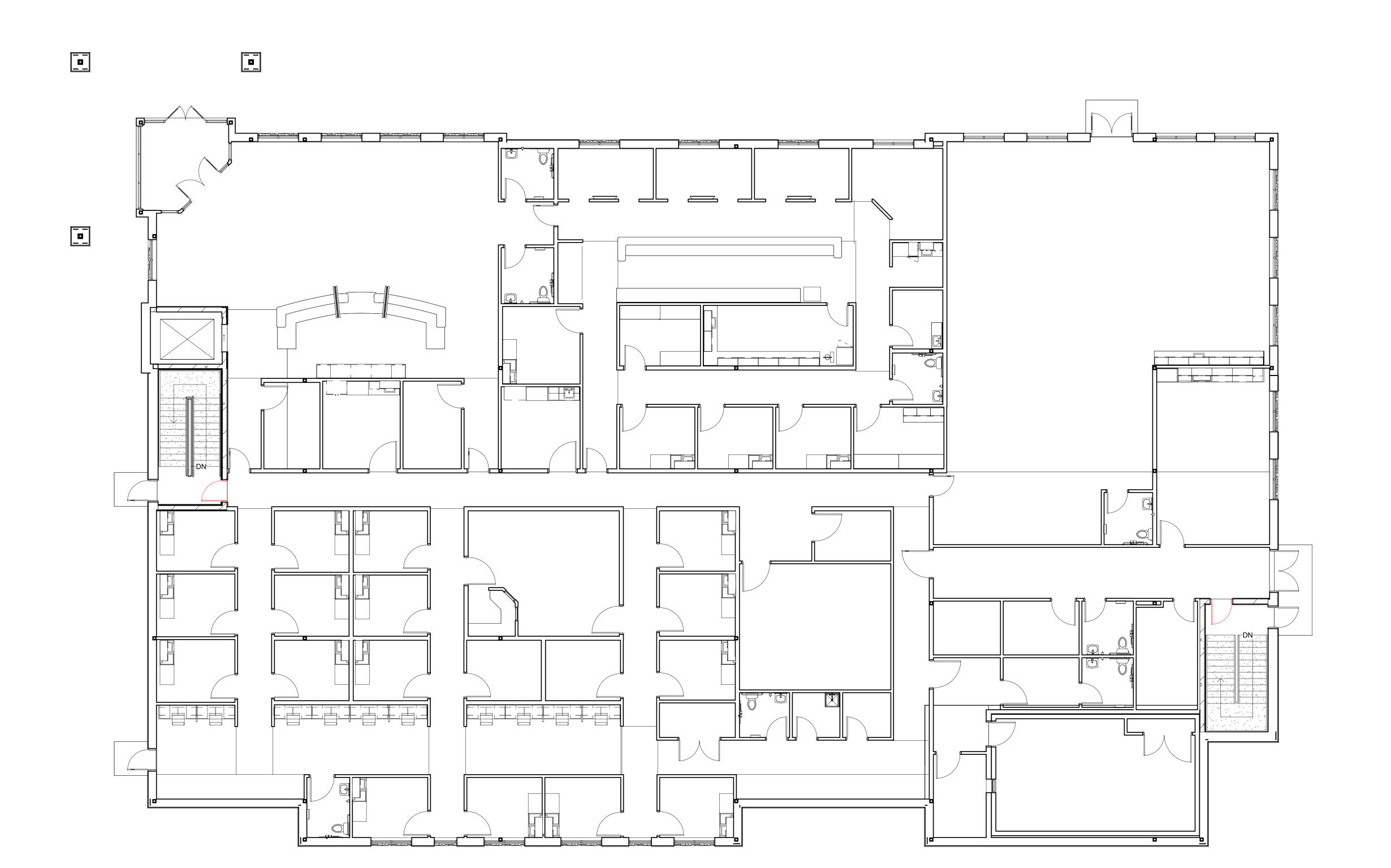


DESIGN SPRINKLER HEAD AND PIPING LAYOUT INCLUDING

EGRESS PATH SCHEDULE COMMENTS DISTANCE CLEAR WIDTH ALL DROPS, ARM-OVERS AND MAIN PIPES TO AVOID DIFFUSERS, LIGHT FIXTURES, MECHANICAL WORK, PLUMBING WORK, ELECTRICAL WORK, NEW CONSTRUCTION WORK AND ALL OTHER WORK AND COMPONENTS IN THE CONTRACT. PROVIDE PROPER COVERAGE IN CONCEALED SPACES AS REQUIRED PER CODE. ALL SPRINKLER PIPING AND COMPONENTS SHALL BE CONCEALED ABOVE CEILINGS AND WITHIN WALLS. ALL SPRINKLER HEADS TO BE INSTALLED IN ACOUSTICAL CODE DATA PLAN STANDARDS: CEILING TILE SHALL BE INSTALLED IN CENTER OF TILE.

2. REMOVE THIS NOTE WHEN VERIFIED.

1. ALL FIRE RATING WALL TYPE PARAMETERS MUST MATCH THE CODE DATA PLAN KEY ABBREVIATIONS. A. USE THE DYNAMO SCRIPT "WALL FIRE RATINGS" TO GENERATE GRAPHICS IN THE ACTIVE PLAN VIEW



1 CODE DATA PLAN
1/8" = 1'-0"

MM/DD/YY

PLAN							
WALL TYPE	STUD DESIGNATION	SPACING	MAX. HEIGHT (5 PSF, L/240)	SOUND TRANSMISSION (STC)	FIRE RATING / UL DESIGN	COMMENTS	
(A1)	250S125-30	16"	11'-7"				
(A2)	350S125-30	16"	15'-0"				
(A3)	362S125-30	16"	15'-6"				
(A3*)	362S125-30	16"	15'-6"			SEE NOTE 1.	
(A4)	400S125-30	16"	16'-8"		1		
(A6)	600S125-30	16"	22'-11"		1		
(A6*)	600S125-30	16"	22'-11"			SEE NOTE 1.	
NOTES: 1. LEAD LINE	ED GYPSUM BOAF	RD TO BE US	SED AT WALL T	YPES A3* AND A6*	,		

WALL TYPE A (METAL STUD PARTITION)

NOT TO SCALE

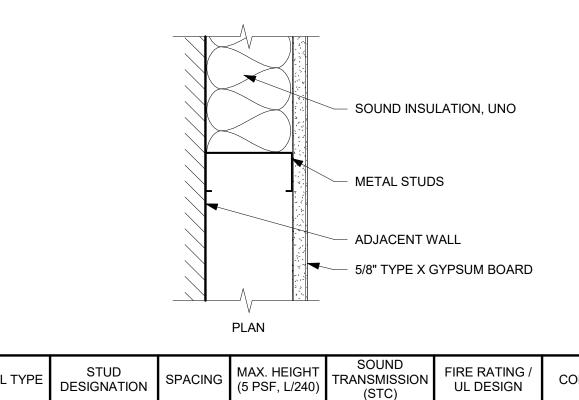
- METAL STUDS

HORIZONTAL WALL

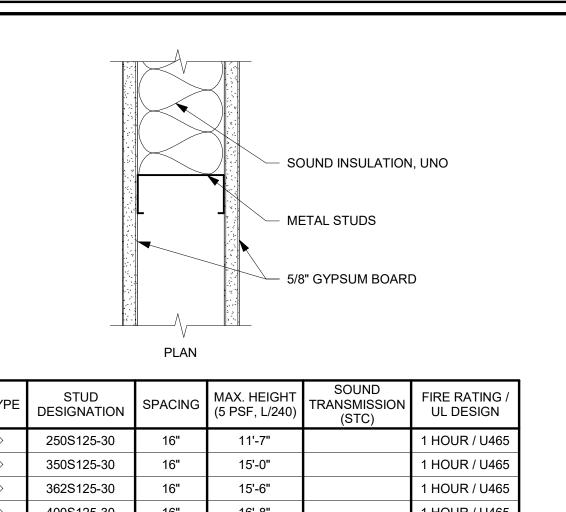
CORE-FILL WITH VERTICAL

WALL REINFORCING

REINFORCING

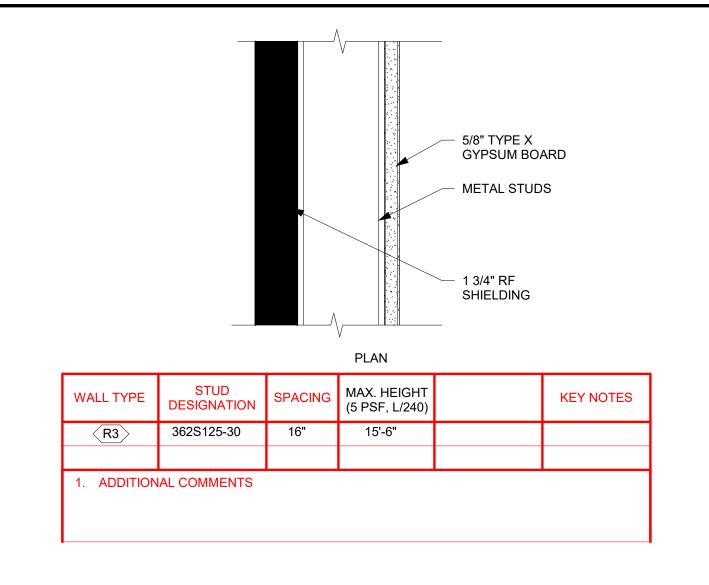


WALL TYPE	STUD DESIGNATION	SPACING	MAX. HEIGHT (5 PSF, L/240)	SOUND TRANSMISSION (STC)	FIRE RATING / UL DESIGN	COMMENTS
(B1)	250S125-30	16"				
B2	350S125-30	16"				
(B3)	362S125-30	16"				
(B4)	400S125-30	16"				
(B5)	550S125-30	16"				
(B6)	600S125-30	16"				
(B6*)	600S125-30	16"				SEE NOTE 1

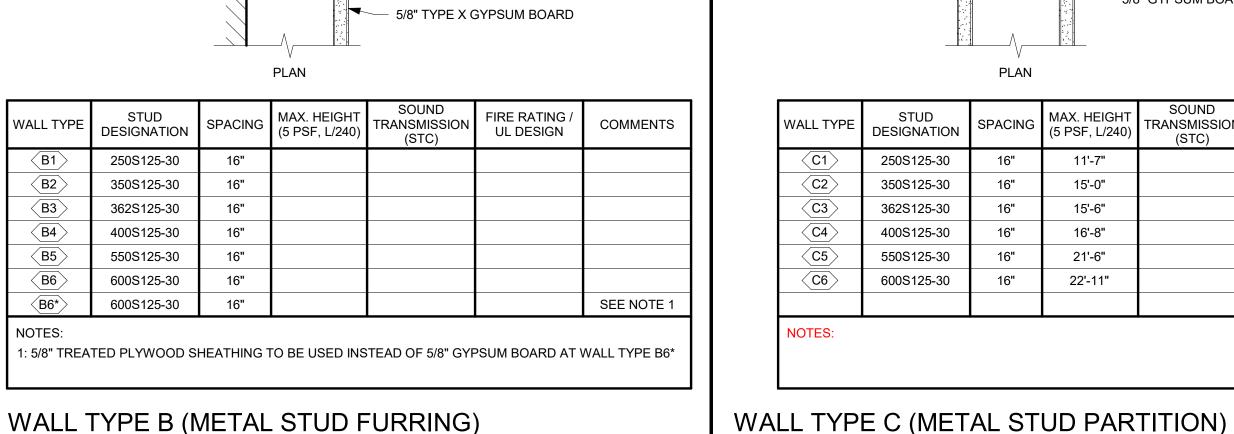


		PLAN			
WALL TYPE	STUD DESIGNATION	SPACING	MAX. HEIGHT (5 PSF, L/240)	SOUND TRANSMISSION (STC)	FIRE RATING / UL DESIGN
<u>C1</u>	250S125-30	16"	11'-7"		1 HOUR / U465
C2	350S125-30	16"	15'-0"		1 HOUR / U465
C3	362S125-30	16"	15'-6"		1 HOUR / U465
C4	400S125-30	16"	16'-8"		1 HOUR / U465
C 5	550S125-30	16"	21'-6"		1 HOUR / U465
C6	600S125-30	16"	22'-11"		1 HOUR / U465

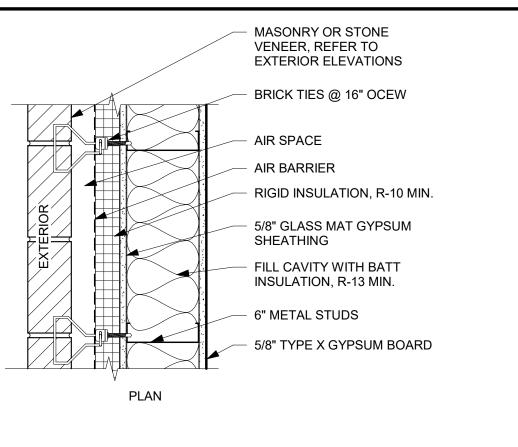
NOT TO SCALE



WALL TYPE R (RF SHIELDING PARTITION) NOT TO SCALE







DESIGNATION

6" METAL STUD

EXTERIOR WALL TYPE

1 1/2" = 1'-0"

	BRICK TIES @ 16" OCEW
	AIR SPACE
	RIGID INSULATION, R-10 MIN.
	AIR BARRIER
RIOR	5/8" GLASS MAT GYPSUM SHEATHING
	FILL CAVITY WITH BATT INSULATION, R-13 MIN.
	6" METAL STUDS
γ PLAN	

DESIGNATION

2 EXTERIOR WALL TYPE
1 1/2" = 1'-0"

6" METAL STUD

MASONRY OR STONE

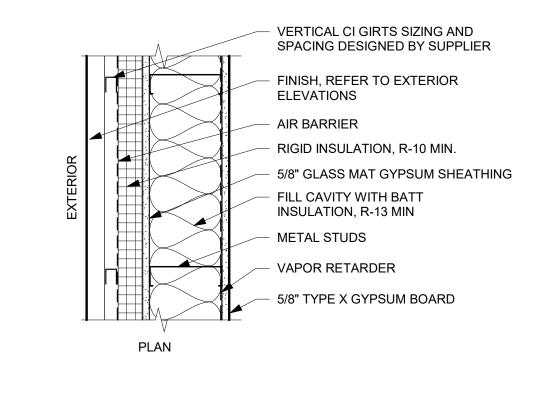
VENEER, REFER TO

EXTERIOR ELEVATIONS

FIRE RATING /

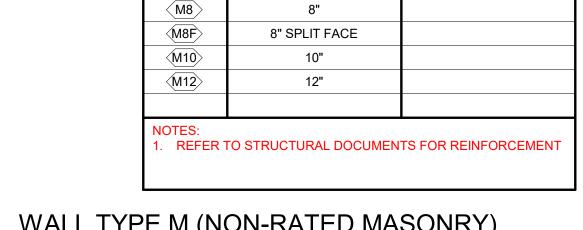
UL DESIGN

SPACING

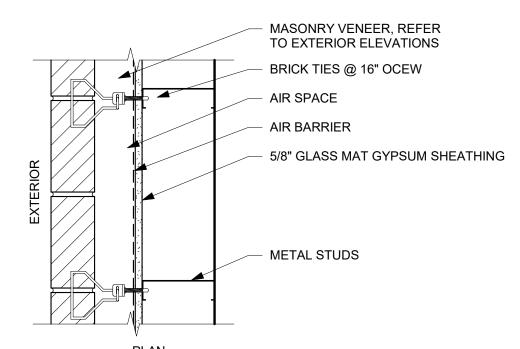


	WALL TYPE	STUD DESIGNATION	SPACING	FIRE RATING / UL DESIGN
	X3	6" METAL STUD	16"	
	NOTES:			
EXTERI	OR WAL	L TYPE		

(M4)	4"	
	6"	
M8	8"	
(M8F)	8" SPLIT FACE	
M10>	10"	
M12	12"	

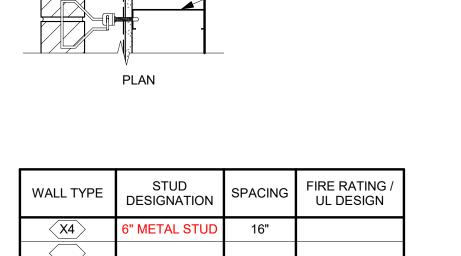


WALL TYPE M (NON-RATED MASONRY) NOT TO SCALE

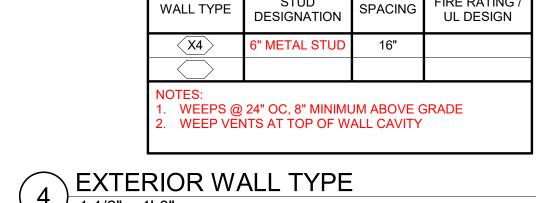


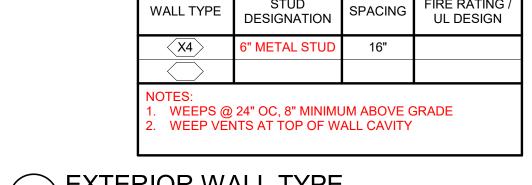
WALL TYPE	STUD DESIGNATION	SPACING	FIRE RATING / UL DESIGN
₹ X4	6" METAL STUD	16"	
	24" OC, 8" MINIMU		GRADE

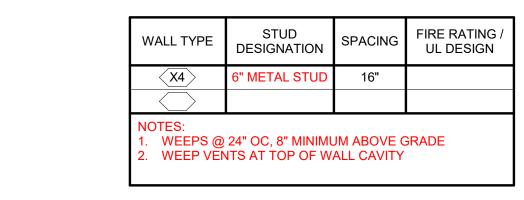
WALL TYPE	STUD DESIGNATION	SPACING	FIRE RATING / UL DESIGN
X4	6" METAL STUD	16"	
	24" OC, 8" MINIMU NTS AT TOP OF W		

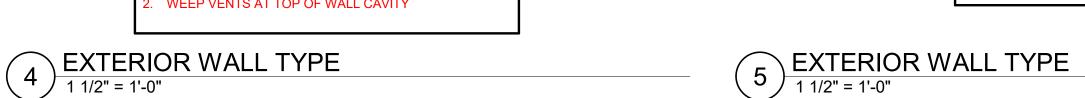


WALL TYPE	STUD DESIGNATION	SPACING	FIRE RATING / UL DESIGN		
X4>	6" METAL STUD	16"			
	24" OC, 8" MINIMU		GRADE		





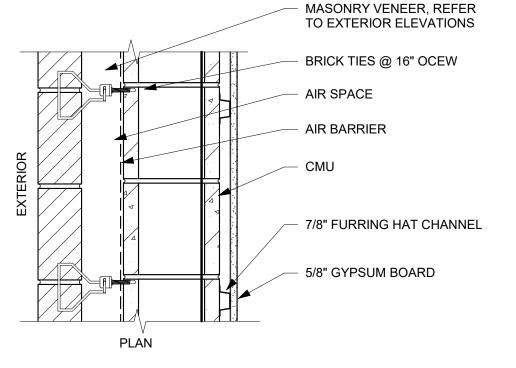




REFER TO PAVER DETAIL FOR INSTALLATION OF COVER BOARD

> FASTENERS NOT TO EXCEED 1 1/4" BELOW TOP OF METAL DECK

SECTION



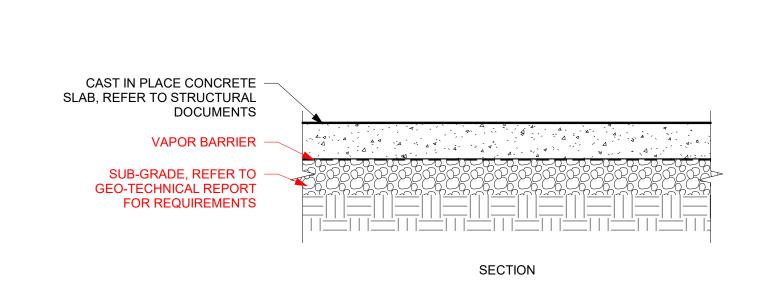
FIRE RATING

UL DESIGN

WALL TYPE	NOMINAL BLOCK SIZE	FIRE RATING / UL DESIGN
X5	8" CMU	
	24" OC, 8" MINIMU NTS AT TOP OF W	JM ABOVE GRADE ALL CAVITY

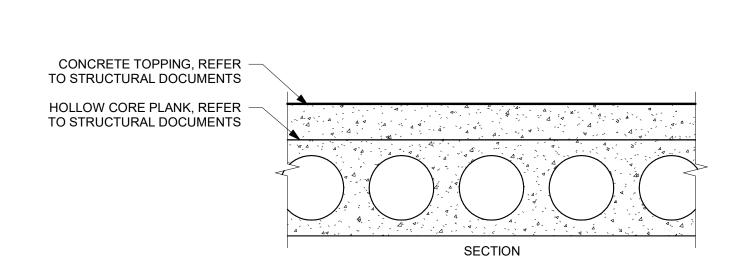
WALL TYPE	NOMINAL BLOCK SIZE	FIRE RATING / UL DESIGN	
(X5)	8" CMU		
	24" OC, 8" MINIMU ITS AT TOP OF W	JM ABOVE GRADE ALL CAVITY	

NOTES: 1. WEEPS @ 2. WEEP VE	24" OC, 8" MINIMU NTS AT TOP OF W	JM ABOVE GRADI ALL CAVITY





SLAB ON GRADE ASSEMBLY SL1



FIRE RATING:
UL DESIGN:
SOUND RATING: STC
IMPACT RATING: IIC

FLOOR/CEILING ASSEMBLY SL2

LINIC OSMS

WALL TYPES AND NOTES

ROOF/CEILING ASSEMBLY R1

EPDM ROOF MEMBRANE

POLYISOCYANURATE INSULATION, R-30 MIN

VAPOR RETARDER -

METAL ROOF DECK AND

STRUCTURE BELOW, REFER TO

STRUCTURAL DOCUMENTS

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. INCLUDE SEALANT, MATERIALS, AND/OR ASSEMBLIES AT ALL TERMINATIONS AND PENETRATIONS REFER TO IBC CHAPTER 7, TABLE "MINIMUM EQUIVALENT THICKNESS OF BEARING OR NONBEARING

GENERAL ASSEMBLY NOTES:

B. LIGHT GAUGE STEEL FRAMING MEMBER DESIGNATION SYSTEM: (REFER TO STRUCTURAL NOTES)

MINIMUM BASE METAL THICKNESS IN MILS. EXAMPLE - .054 = 54 MILS)

U = CHANNEL SECTION (STUDS WITHOUT FLANGE STIFFENERS) = [

30 = 20 GAUGE (DRYWALL) 68 = 14 GAUGE 33 = 20 GAUGE (STRUCTURAL) 97 = 12 GAUGE

43 = 18 GAUGE

54 = 16 GAUGE

A. NOT ALL ASSEMBLY TYPES LISTED APPLY TO THIS PROJECT. REFER TO FLOOR PLANS FOR

600S125-54 (EQUIVALENT TO 6" x 16 GAUGE STUD OR JOIST WITH 1 1/4" FLANGES)

FLANGE WIDTH (1/100 INCHES): EXAMPLE - 125 = 1.25

- STYLE: S = STUD OR JOIST SECTION (WITH FLANGE STIFFENERS) = [

IN ALL WET AREAS SUCH AS SHOWERS AND TUBS, INSTALL CEMENT-BASED BACKER BEHIND AREAS

PROVIDE A MINIMUM OF MOISTURE-RESISTANT GYPSUM BOARD ON ALL RESTROOM WALLS AND

. ALL PARTITIONS CONTAINING PLUMBING OR HAVING AN EXTERIOR FACE SHALL BE INSULATED.

. INCLUDE PAINTABLE ACOUSTIC SEALANT AT ALL TERMINATIONS AND PENETRATIONS FOR ALL NON

PROVIDE FIRE-TREATED WOOD OR STEEL BACKING FOR ALL WALL-MOUNTED FINISH CARPENTRY, ARCHITECTURAL WOODWORK, TOILET PARTITIONS, ACCESSORIES AND OTHER SIMILAR ITEMS.

WOOD FRAMING MEMBERS IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE

ALL NON-RATED WALLS TO BE CONSTRUCTED FULL HEIGHT TO THE UNDERSIDE OF FLOOR OR

I. NON LOAD BEARING METAL STUD WALLS SHALL HAVE A SLOTTED TOP TRACK FOR DEFLECTION.

OCCUPY COLD FORMED FRAMING DESIGNED BY FRAMING CONTRACTOR; REFER TO STRUCTURAL NOTES

ALL ASSEMBLIES NOTED TO BE FIRE-RESISTANCE RATED SHALL BE CONSTRUCTED IN STRICT

REQUIRED BY FIRE RATED ASSEMBLIES AS INDICATED ON THE DRAWINGS ARE APPROVED.

2. ALTERNATE MATERIALS AND ASSEMBLIES MUST BE APPROVED BY THE ARCHITECT PRIOR TO

HIGHER FIRE-RATED ASSEMBLIES SHALL BE CONSTRUCTED BEFORE LOWER (OR NON-RATED)

WHICH MAINTAIN THE FIRE-RESISTANCE RATING. TYPICAL BOTH SIDES OF ASSEMBLY.

CONCRETE MASONRY WALLS" FOR CALCULATED FIRE-RESISTANCE RATING.

ALL FIRE-RATED WALLS TO BE CONSTRUCTED FULL HEIGHT FROM TOP OF UNFINISHED FLOOR TO

ACCORDANCE WITH THE REFERENCED FIRE RESISTANCE TEST. ANY PROPRIETARY PRODUCTS

PROVIDE 1" GAP FOR DEFLECTION ALLOWANCE BETWEEN WALL FINISH, SUBSTRATE, AND

STRUCTURE ABOVE. TYPICAL UNLESS NOTED OTHERWISE ON STRUCTURAL DOCUMENTS.

REFERENCE FINISH PLANS FOR ADDITIONAL FINISHES NOT INDICATED ON PARTITION TYPES.

18 = 25 GAUGE

27 = 22 GAUGE

T = TRACK SECTION = ⊔

F = FURRING CHANNEL = -Z = ZEE SECTION =

-MEMBER DEPTH (1/100 INCHES): EXAMPLE - 600 = 6"

OTHER AREAS SCHEDULED TO RECEIVE FRP OR TILE FINISH.

RATED ASSEMBLIES. TYPICAL BOTH SIDES OF ASSEMBLY.

ROOF STRUCTURE ABOVE UNLESS NOTED OTHERWISE.

FOR COMPONENTS AND CLADDING DESIGN REQUIREMENTS.

ADDITIONAL NOTES FOR FIRE-RATED ASSEMBLIES:

COMMENCING WORK.

UNDERSIDE OF STRUCTURE ABOVE.

ASSEMBLIES.

REFER TO STRUCTURAL DOCUMENTS FOR SHEAR WALL CRITERIA.

PROVIDE DOUBLE TOP PLATES AT ALL WOOD LOAD BEARING WALLS.

FINISHES / SUBSTRATES SHALL NOT BE FASTENED TO THE TOP TRACK.

LOCATIONS AND ADDITIONAL NOTES.

SCHEDULED TO RECEIVE TILE FINISH.

Project Status:

OSMS CLINIC

ADDRESS

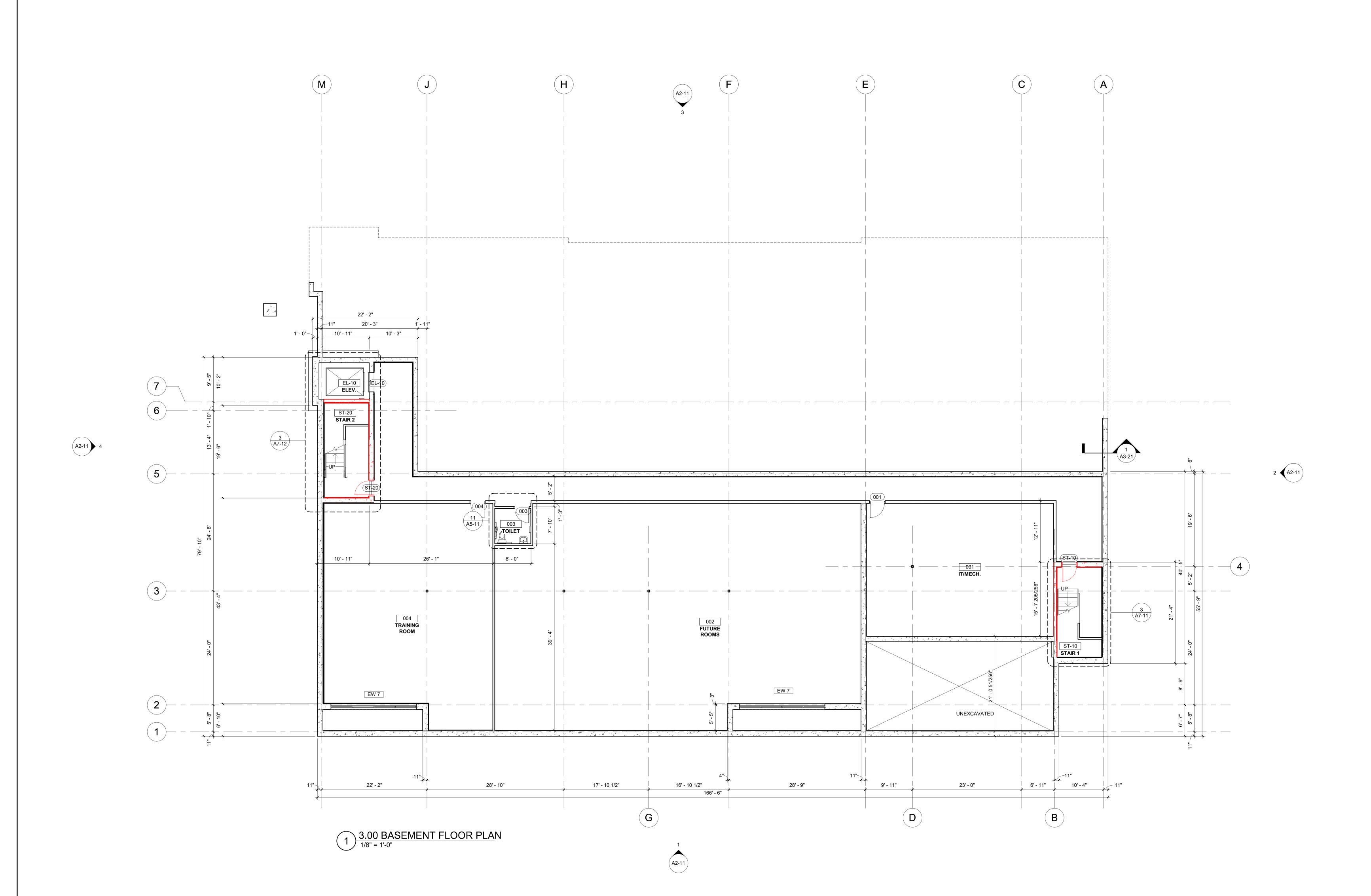
ADDRESS

ADDRESS

ADDRESS

BASEMENT PLAN

A1-20



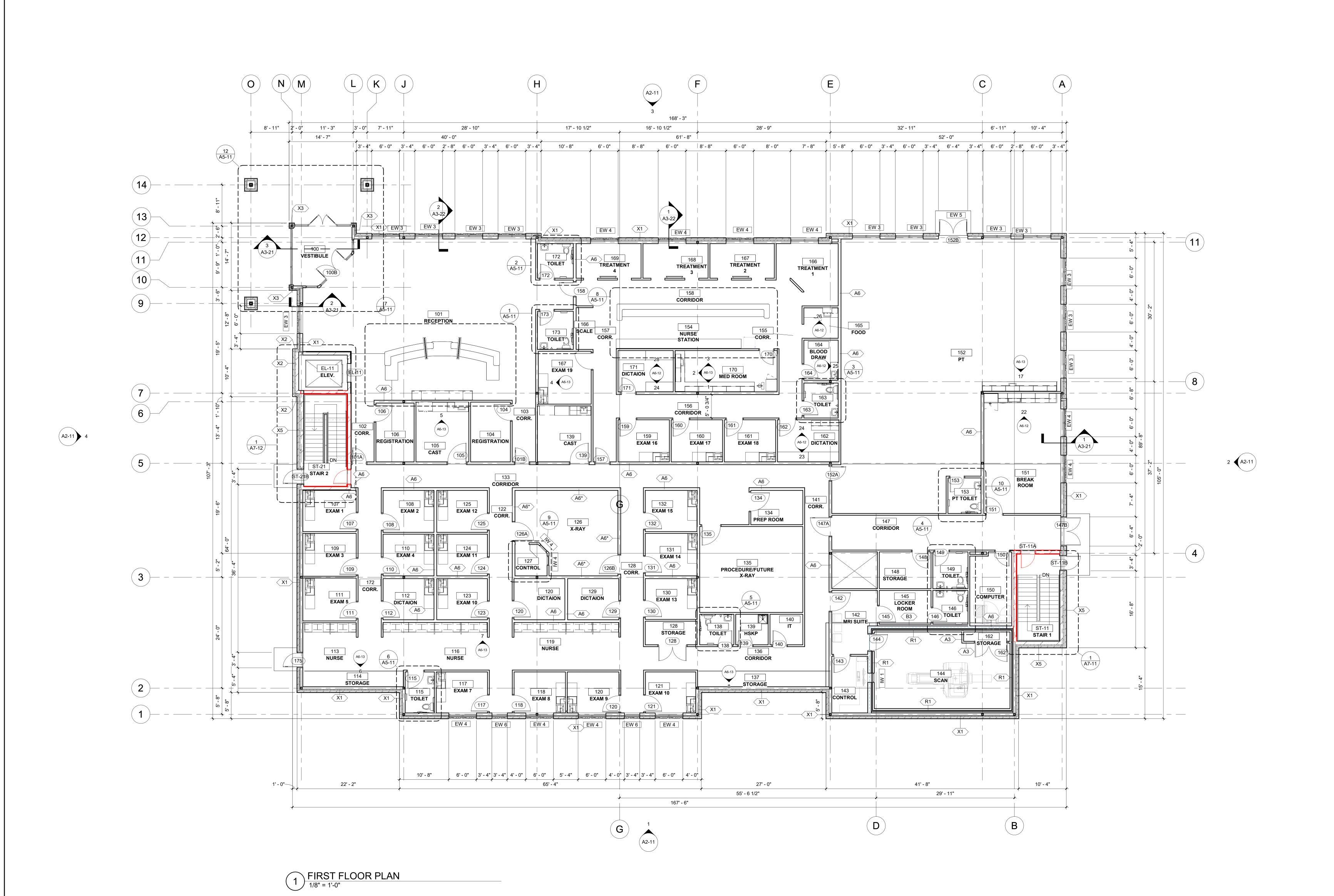
SHEET NOTES

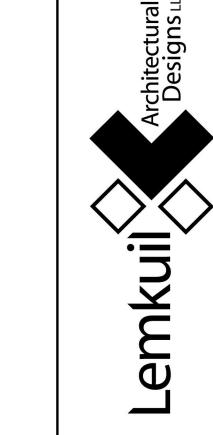
A. ALL INTERIOR PARTITION WALLS SHALL BE WALL TYPE A3, UNLESS OTHERWISE NOTED.
 B. REFER TO SHEET A1-49 'FINISH SCHEDULES' FOR MARKER/TACK BOARD SPECIFICATIONS.

MM/DD/YY DRAWN BY CHECKED BY Checker

OSMS CI

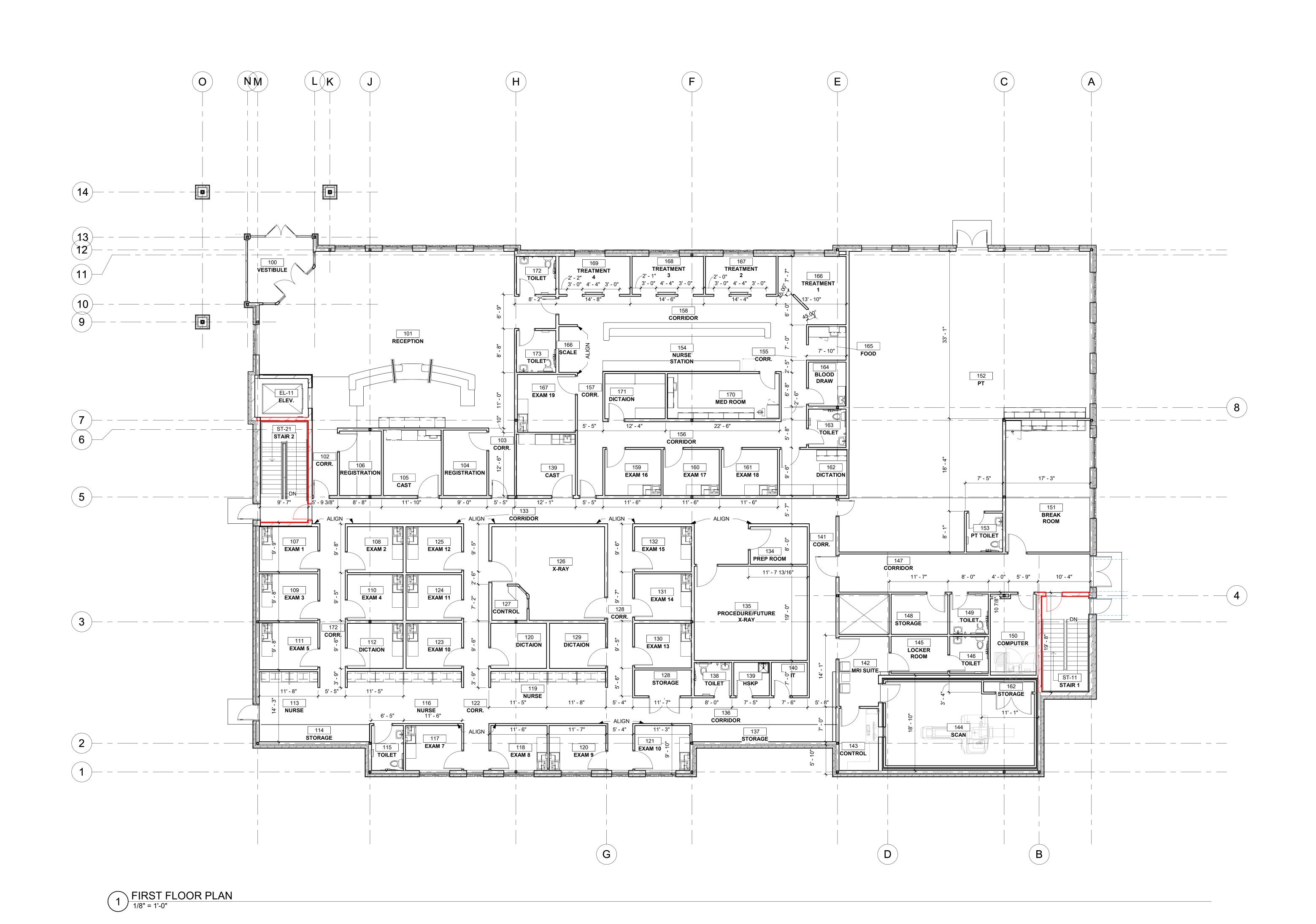
FIRST FLOOR PLAN



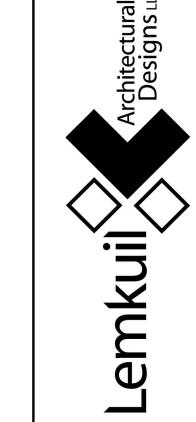


OSMS CI

FIRST FLOOR DIMENSION PLAN

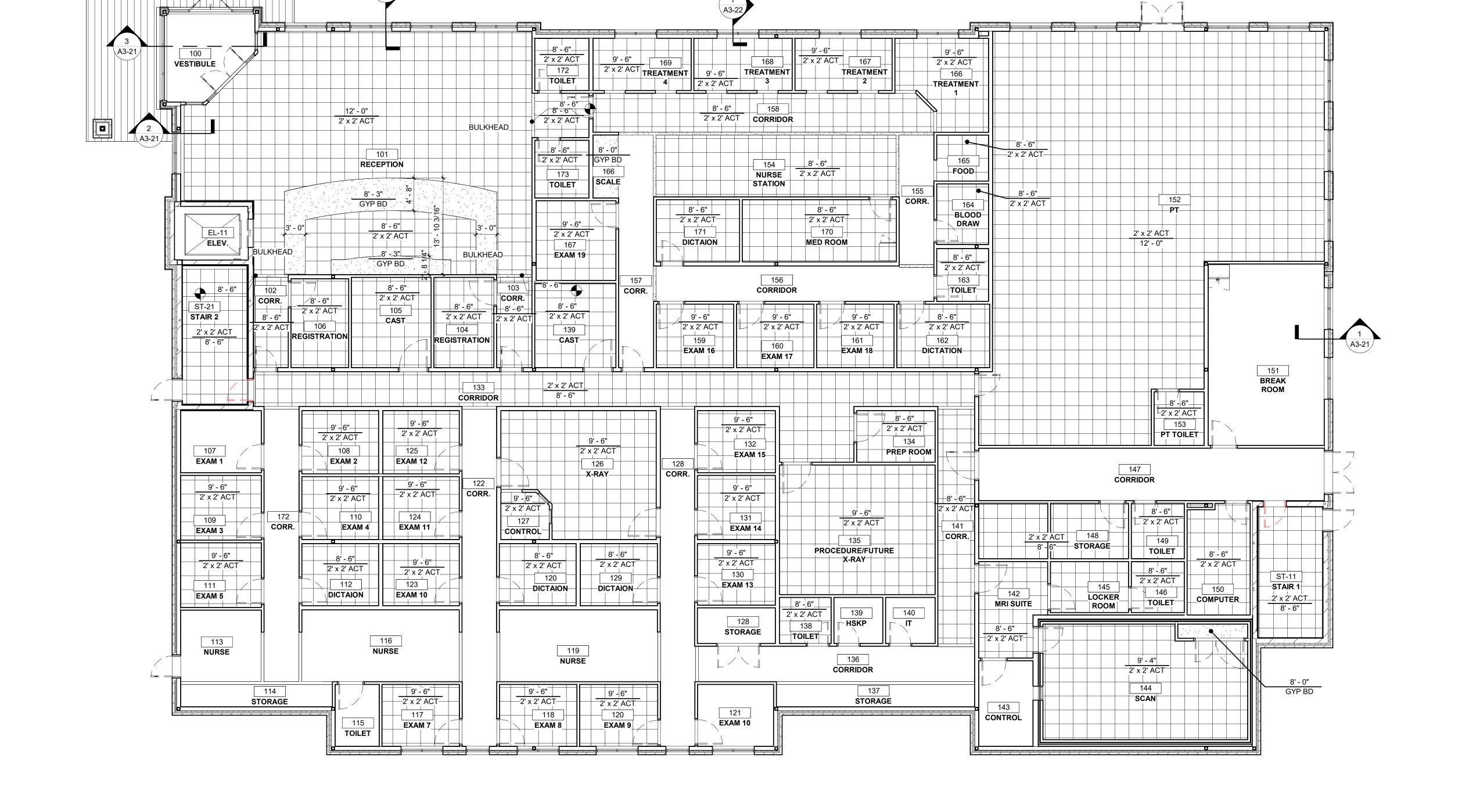


DATE N	IM/DD/YY
DRAWN BY	Author
CHECKED BY	Checker



OSMS CI

FIRST FLOOR REFLECTED **CEILING PLAN**



ROOM / FINISH TAG **ROOM NAME**

W WALL
B BASE
F FLOOR

FINISHES LISTED IN ROOM TAG APPLY TO ALL ELEMENTS IN ROOM,

UNLESS NOTED OTHERWISE

THE FOLLOWING SYMBOL APPLIES TO FINISHES DIFFERENT FROM THOSE NOTED IN ROOM TAG:

FIN#

THE FOLLOWING SYMBOL INDICATES: "REFER TO **ELEVATIONS" FOR** ADDITIONAL FINISH INFORMATION

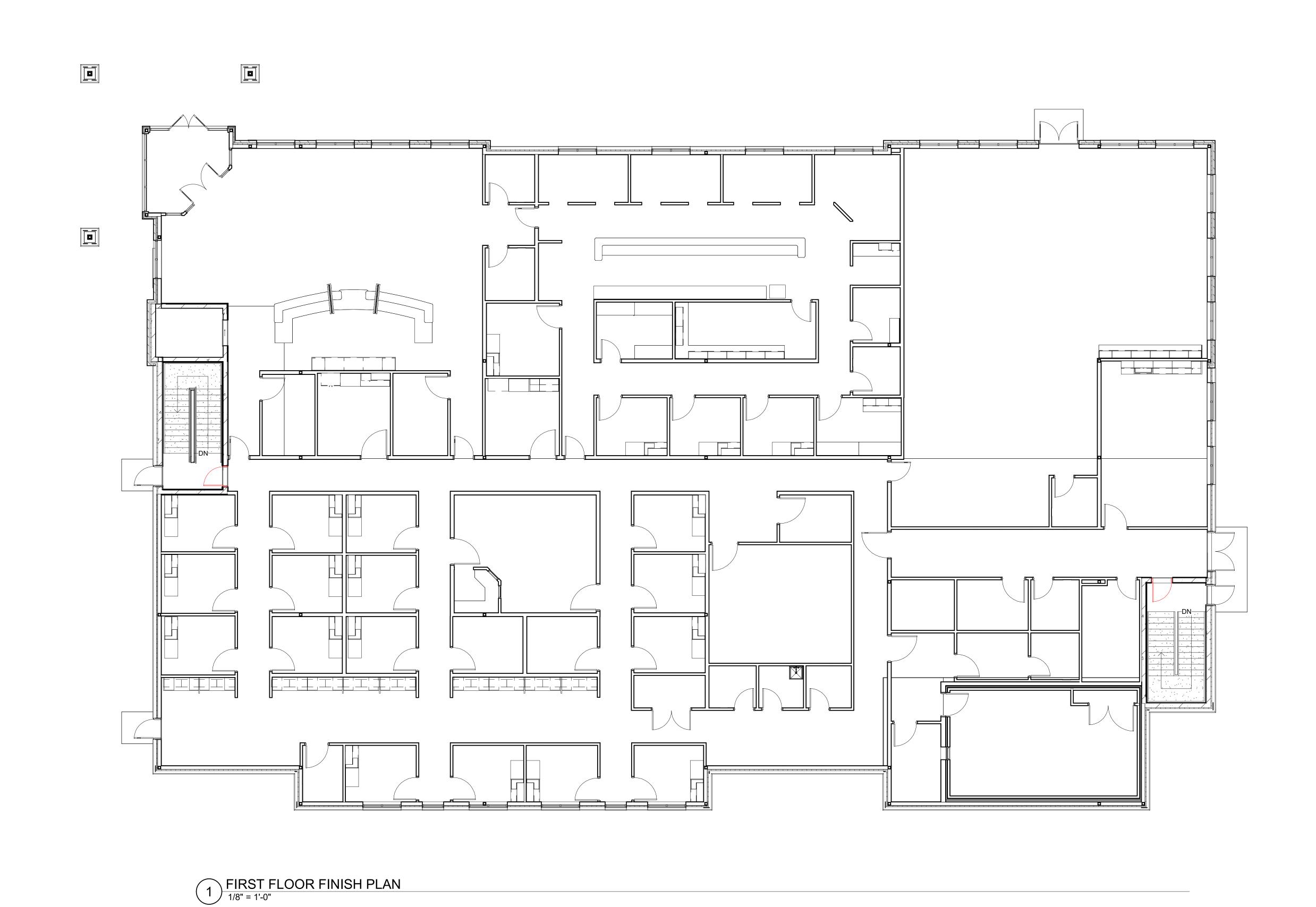
KEYNOTE LEGEND

INDICATES DIRECTION OF FLOORING INSTALLATION PATTERN

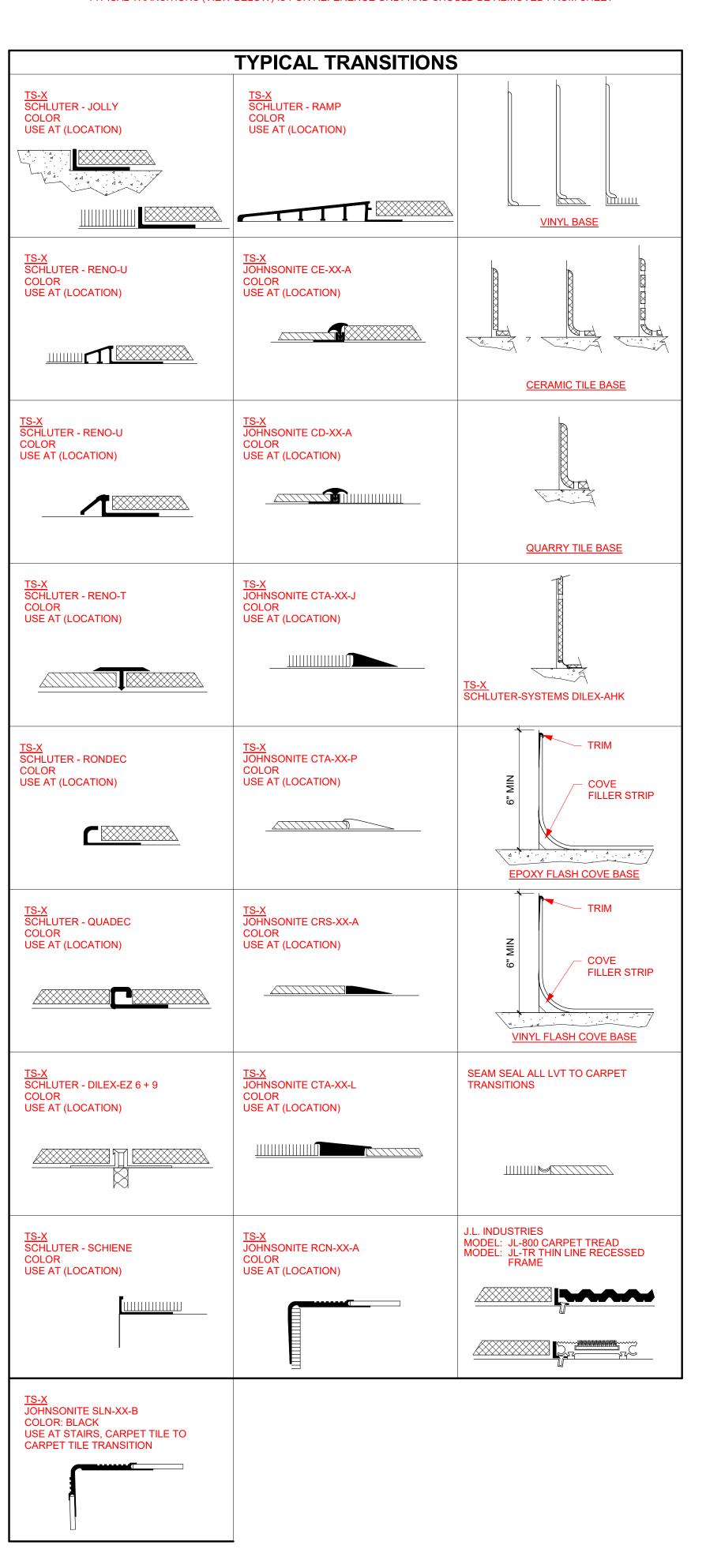
OR INDICATES LOCATION OF CORNER GUARDS

OSMS CI

FIRST FLOOR FINISH PLAN

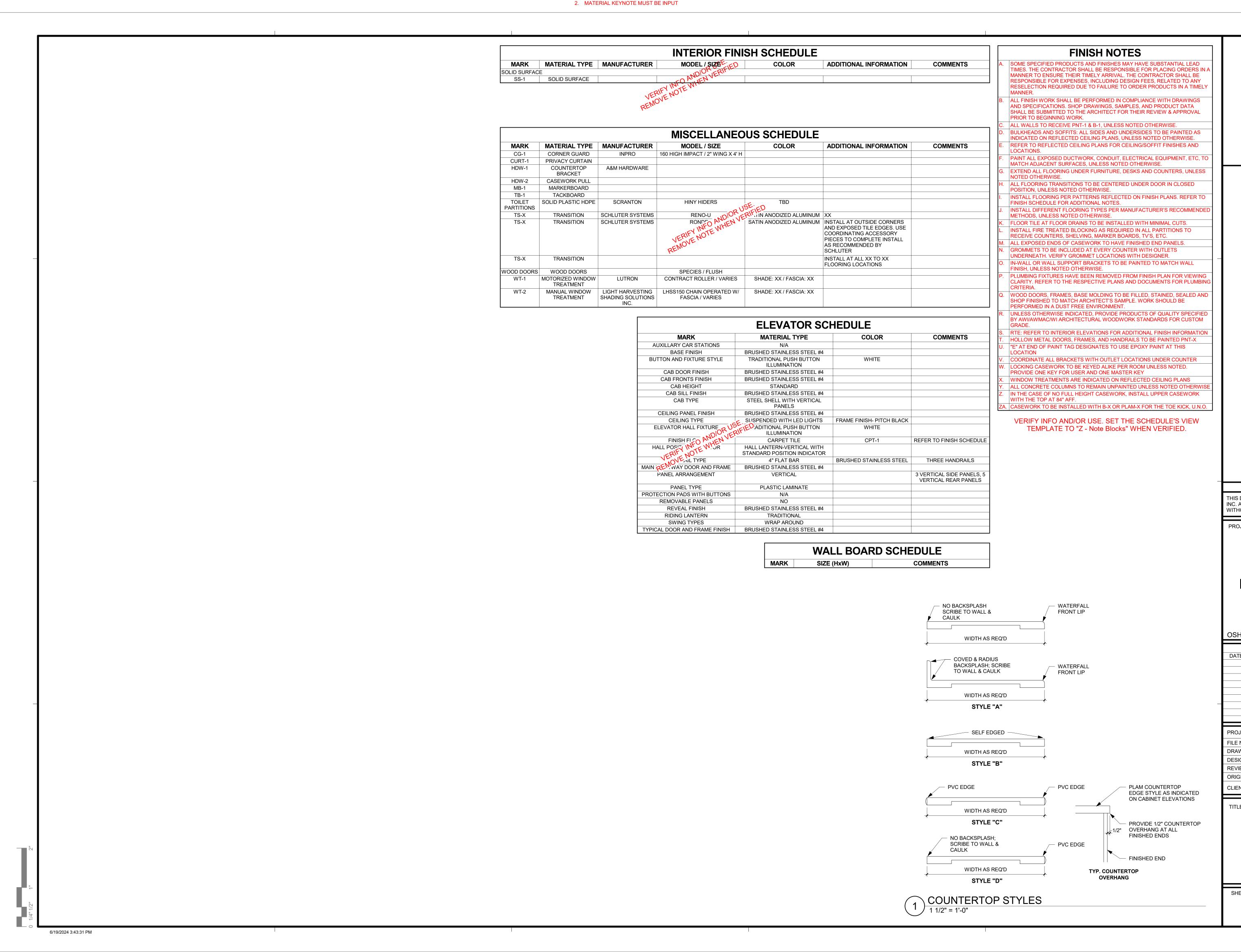


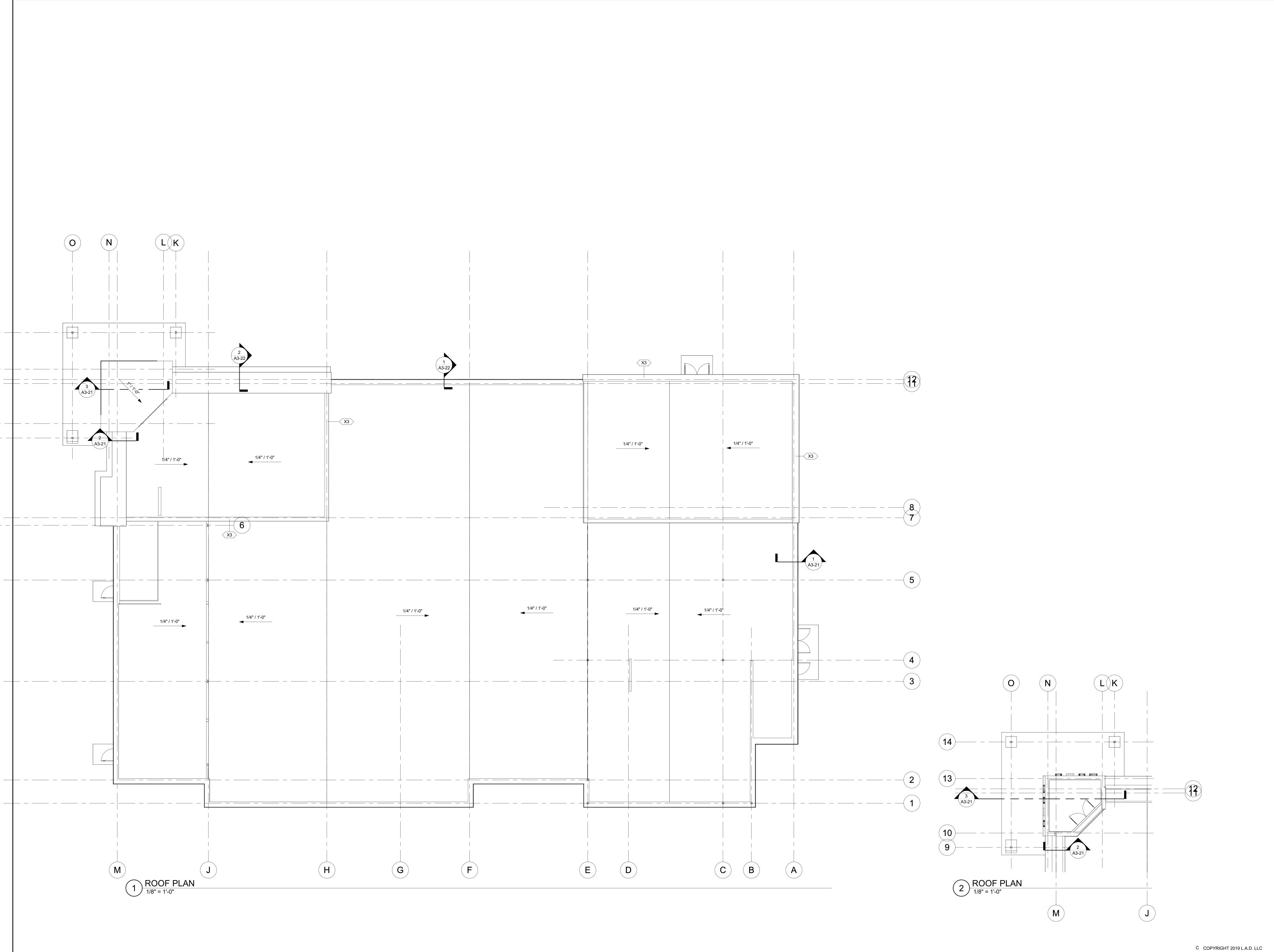
TYPICAL TRANSITIONS (VIEW BELOW) IS FOR REFERENCE ONLY AND SHOULD BE REMOVED FROM SHEET



THIS INTERIOR FINISH SCHEDULE IS COORDINATED WITH THE "INTERIOR FINISH SCHEDULE_WORKING" FOR MATERIALS TO APPROPRIATELY POPULATE INTO THIS SCHEDULE, TWO CONDITIONS MUST BE MET:

1. MATERIAL MARK MUST BE INPUT.





DATE MM/DD/YY

DRAWN BY Author

CHECKED BY Checker

54155 4663 designs.com

4361 Touchstone I ctural gns.∟c (920)-609-466

Lemkuil

Project Status:

OSMS CLINIC

ADDRESS

ROOF PLAN

ADDITIONAL INFORMATION

EXTERIOR FINISH SCHEDULE

MODEL / SIZE

ALAMO BLEND

CHILTON LEDGESTONE

ROCK CAST GP-A

MANUFACTURER

BELDON

HALQUIST STONE

COUNTY MATERIALS

COUNTY MATERIALS

COLOR

MM/DD/YY

4361 Touchstone Drive Oneida WI 54155 (920)-609-4663

Lemkuil

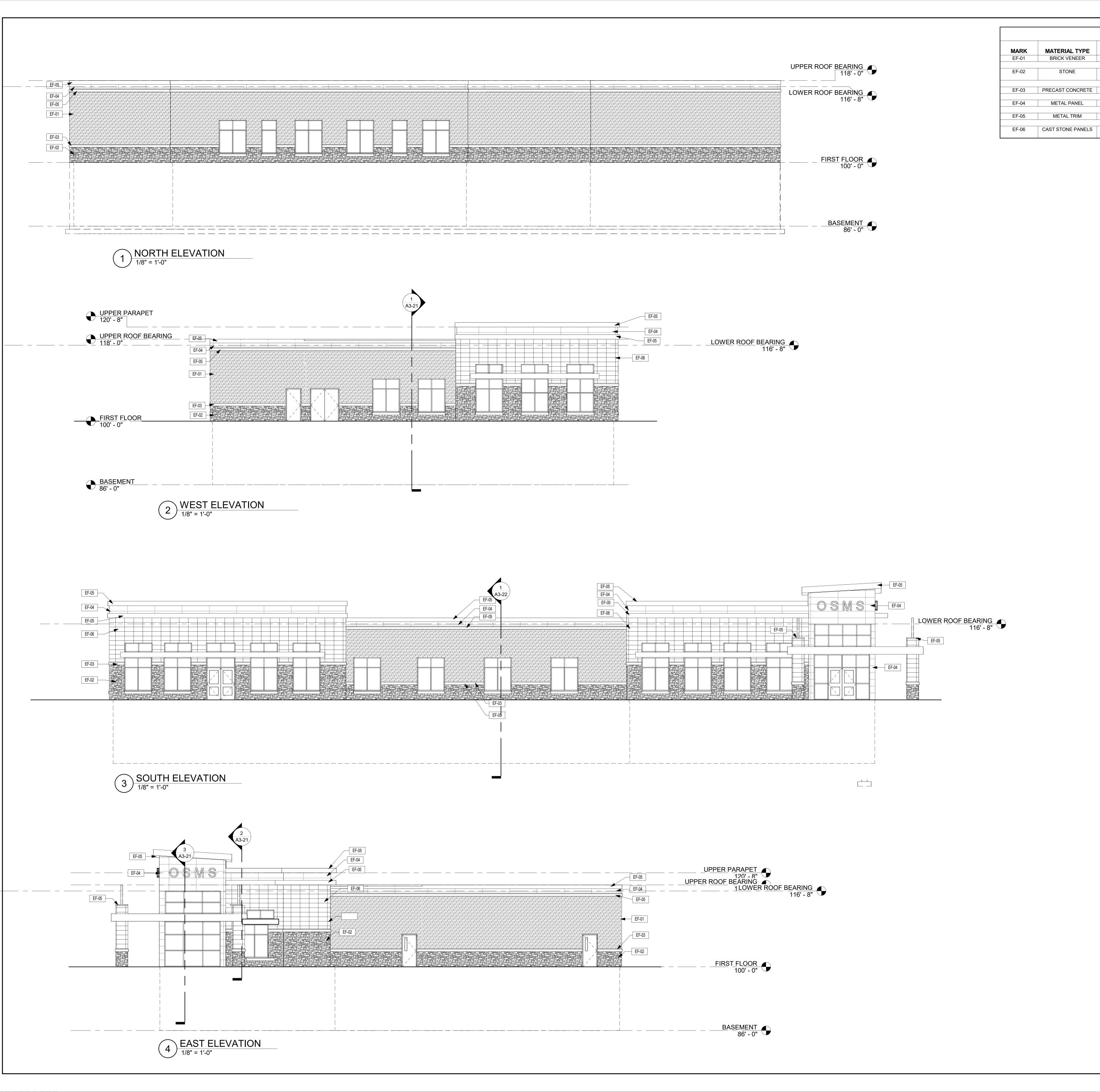
Project Status:

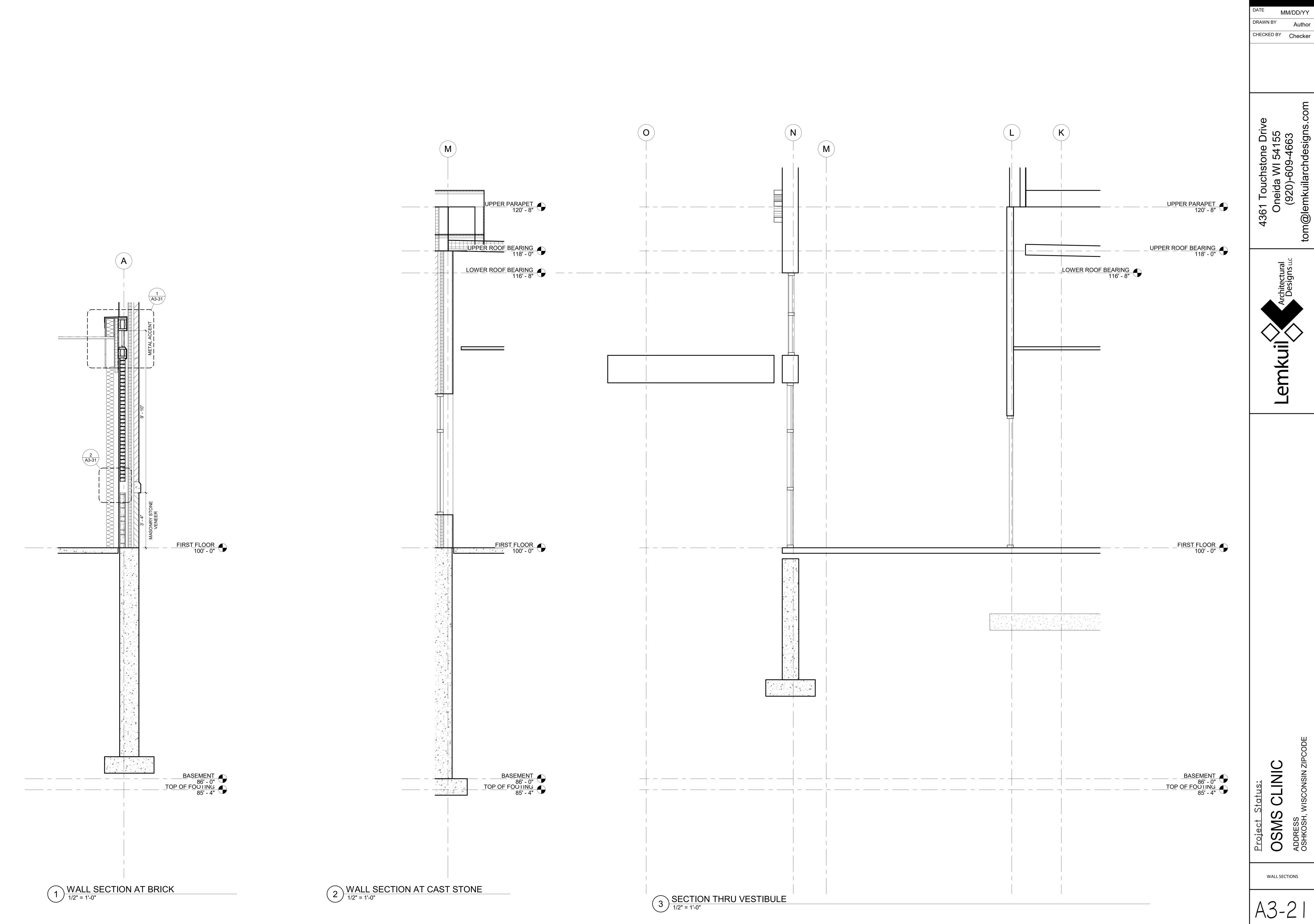
OSMS CLINIC

ADDRESS

EXTERIOR ELEVATIONS

A2-11





MM/DD/YY

Project State OSMS CIANDRESS OSHKOSH, WISC

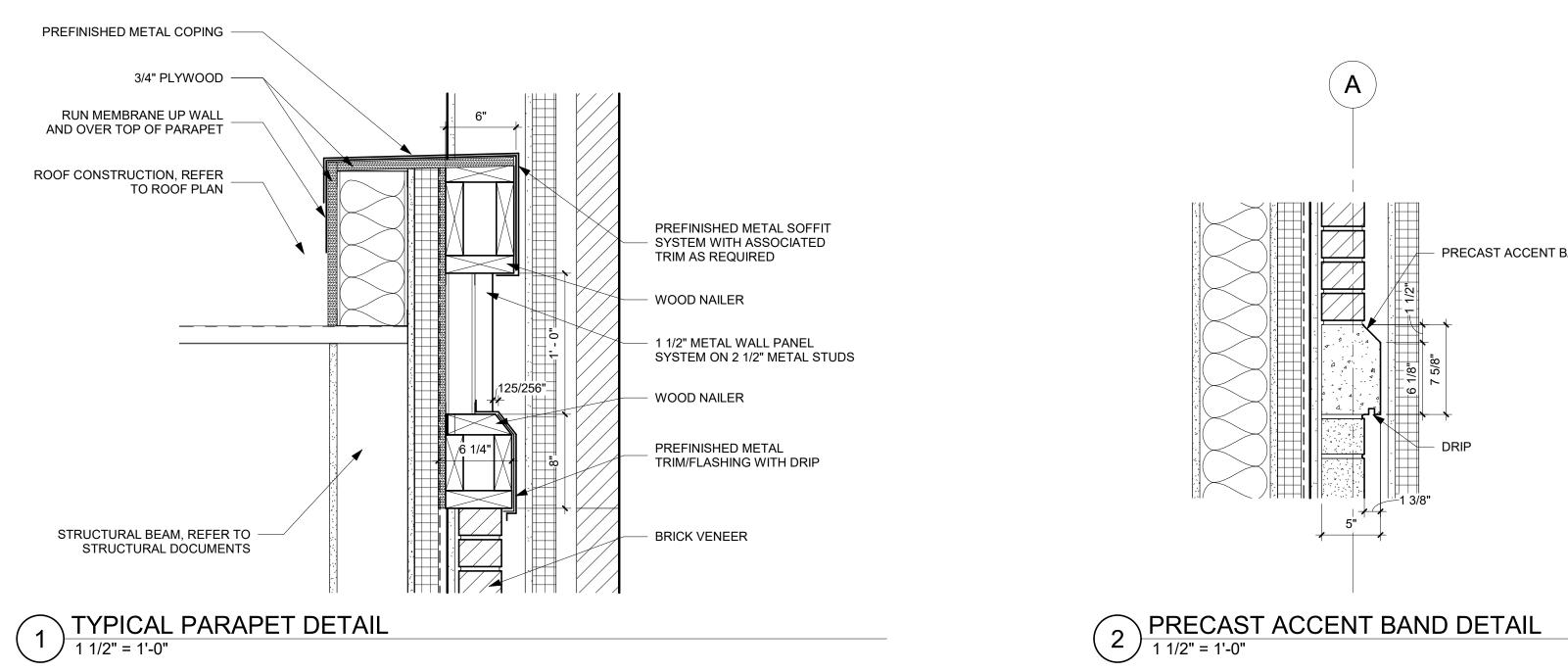
WALL SECTIONS

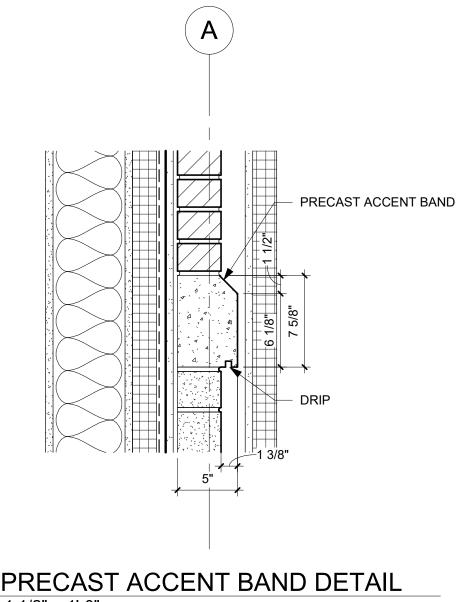
WALL SECTIONS

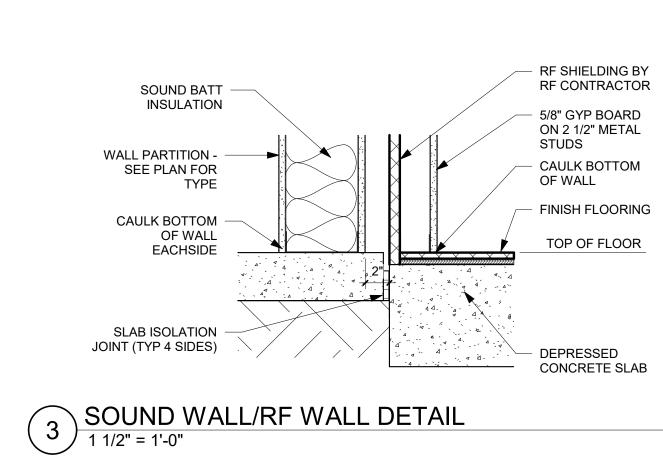
LIPPER ROCE SPRANCE AND CONTROL OF THE THOUGHT A		
FIRST FLOOR TOUT - 0"	UPPER ROOF BEARING 118' - 0" LOWER ROOF BEARING 116' - 8"	LOWER ROOF BEARING 118' - 0" LOWER ROOF BEARING 116' - 8"
	FIRST FLOOR 100' - 0"	FIRST FLOOR 100' - 0"
	BASEMENT 86' - 0" TOP OF FOULING 85' - 4"	BASEMENT 86' - 0" TOP OF FOULING 85' - 4"

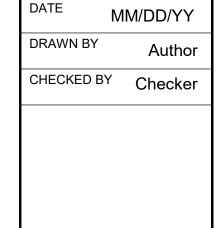
OSMS CLINIC

WALL DETAILS









3' - 4" 3' - 0"

60 MIN

60 MIN

60 MIN

EW 6
3/8" = 1'-0"

DOOR SCHEDULE

FRAME MATERIAL

HOLLOW METAL

HOLLOW METAL

HOLLOW METAL

HOLLOW METAL

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HOLLOW METAL

FIRE RATING

60 MIN

HARDWARE

FRAME TYPE

DOOR TYPE

FG1

DOOR MATERIAL

HOLLOW METAL

WOOD

WOOD

WOOD

ALUMINUM

WOOD

HOLLOW METAL

WOOD

HOLLOW METAL

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ALUMINUM

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HOLLOW METAL

HEIGHT

3' - 0" 7' - 0" 3' - 0" 7' - 0" 3' - 0" 7' - 0" 3' - 0" 7' - 0"

6' - 0" 7' - 10"

3' - 0" 7' - 0" 3' - 0" 7' - 0" 3' - 6" 7' - 0" 4' - 0" 7' - 0"

3' - 6" 7' - 0" 3' - 6" 7' - 0"

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3' - 0" 7' - 0"

3' - 0" 7' - 0"

3' - 0" 7' - 0"

3' - 0" 7' - 0" FL

3' - 0" 7' - 0" NL

002 STAIR 2

003 TOILET

100B VESTIBULE

101A CORRIDOR

101B CORRIDOR

105 CORRIDOR

104 CORR.

106 CORR.

107 CORR.

108 CORR.

109 CORR. 110 CORR. 111 CORR. 112 CORR.

115 NURSE 117 CORR.

118 CORR.

120 CORR. 120 121

123 CORR.

124 CORR.

125 CORR.

129 CORR.

130 CORR. 131 CORR.

132 CORR.

134 CORRIDOR

135 CORRIDOR

138 CORRIDOR

139 CORRIDOR

139 CORRIDOR

140 CORRIDOR

143 MRI SUITE

144 MRI SUITE

147B CORRIDOR

148 CORRIDOR 149 TOILET

150 CORRIDOR

151 CORRIDOR

152A CORRIDOR

152B PT 153 PT 157 CORRIDOR

158 RECEPTION

159 CORRIDOR

160 CORRIDOR

161 CORRIDOR

162 STORAGE 163 TOILET

170 NURSE STATION
171 CORRIDOR
172 RECEPTION
172 CORR.
173 RECEPTION
175 NURSE

164 CORR.

EL-10 ELEV.

EL-11 ELEV.

ST-10 STAIR 1

ST-11B STAIR 1 ST-20 STAIR 2

ST-11A CORRIDOR

145 LOCKER ROOM

146 LOCKER ROOM

142 CORR.

147A CORR.

126A CORR. 126B CORR. 128 STORAGE

004 TRAINING ROOM

MARK	MATERIAL	THICKNESS	COMMENTS
INSULATE	D		
IG-1	INSULATED GLAZING UNIT	1"	VIRACON #: VE1-2M (CLEAR)
IG-2	INSULATED GLAZING UNIT, TEMPERED	1"	VIRACON #: VE1-2M (CLEAR)
S-1	SPANDRAL GLASS	1"	
NON-INSU	JLATED		
G-1	GLAZING UNIT	1/4"	
G-2	GLAZING UNIT, TEMPERED	1/4"	
OTHER			·
FPG-1	FIRE PROTECTION RATED GLAZING UNIT	5/16"	
FRG-1	FIRE RESISTANCE RATED GLAZING UNIT		

	(1	0) [3	W 3 8/8" = 1'-0"		1 IW 4 3/8" = 1'-0"			
2"			2"\ -	3' - 10 3/4"	12' - 2 3/4" 2" 3' - 10 1/2" 2	" 3' - 9 1/2"	2"	
		7	2. 7	S-1	S-1	S-1	SPANDRAL GLASS	
		5	2	S-1	5 A4-21	S-1		
2"	16' - 8"	5	8	IG-2	IG-2	IG-2		
		10' - 0"	7 4 - 5	IG-2	IG-2	IG-2		
			4- 6	IG-2	IG-2	IG-2		

9' - 6"

DOOR WIDTH

2"____1' - 5" 2"

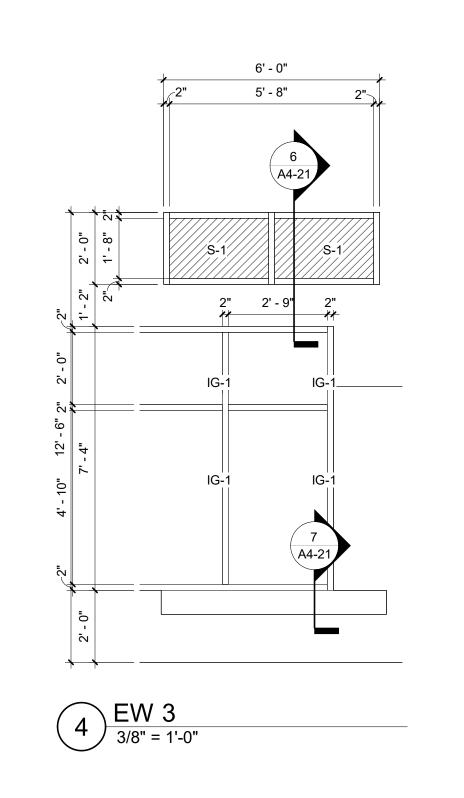
3 EW 2 3/8" = 1'-0"

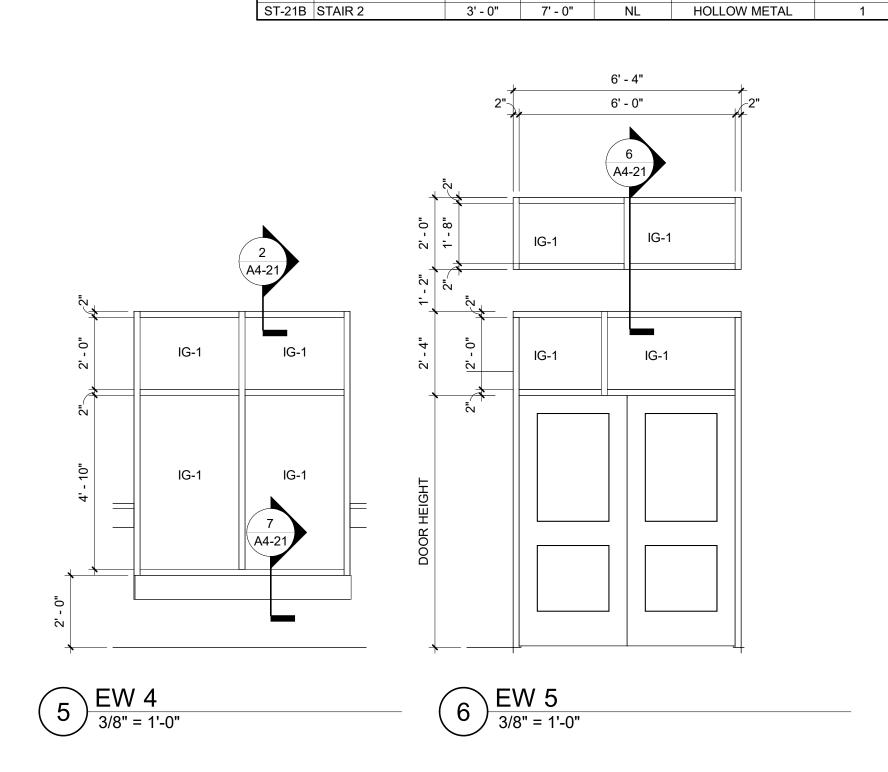
2" 1' - 5" 2"

2' - 0"
2" 1' - 8" 2"

LEAD LINED

WINDOW





	4	լ 18' - 0"									
	2"	4' - 3"	2"	4' - 4"	2" **	4' - 4"	2" **	4' - 3"	2"		
2						3 A4-21					
3'-0"		IG-1		IG-1		IG-1		IG-1			
2											

DOOR TYPES

FRAME TYPES

METAL FRAME

2" DOOR 2" 2" DOOR 2" WIDTH

METAL FRAME W/

2' - 0"

SHEILDED

WINDOW

7 IW 1 3/8" = 1'-0"

MASONRY HEAD

6" 9" 9" 1' - 6" 9"

2' - 6"

G-2

 ${
m NL}$ ${
m NL-1}$ ${
m NL-2}$ ${
m FG}$ NARROW LITE NARROW LITE FULL GLASS

9 IW 2 3/8" = 1'-0"

12' - 5 33/64"

2' - 10" 2" 2' - 11" 2" 2' - 11" 2" 2' - 9"

IG-2

IG-2

IG-2

IG-2

IG-2

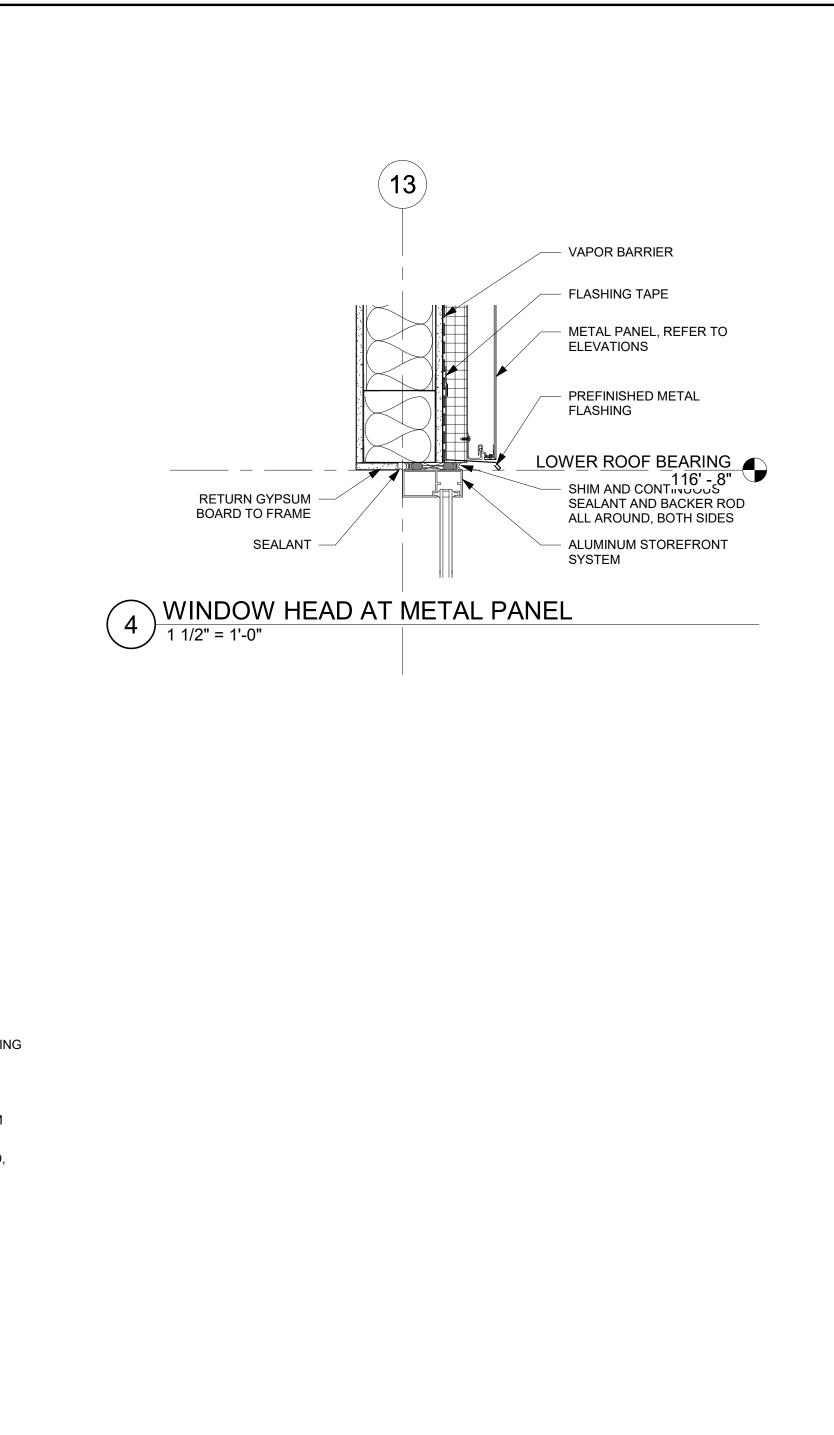
~ *

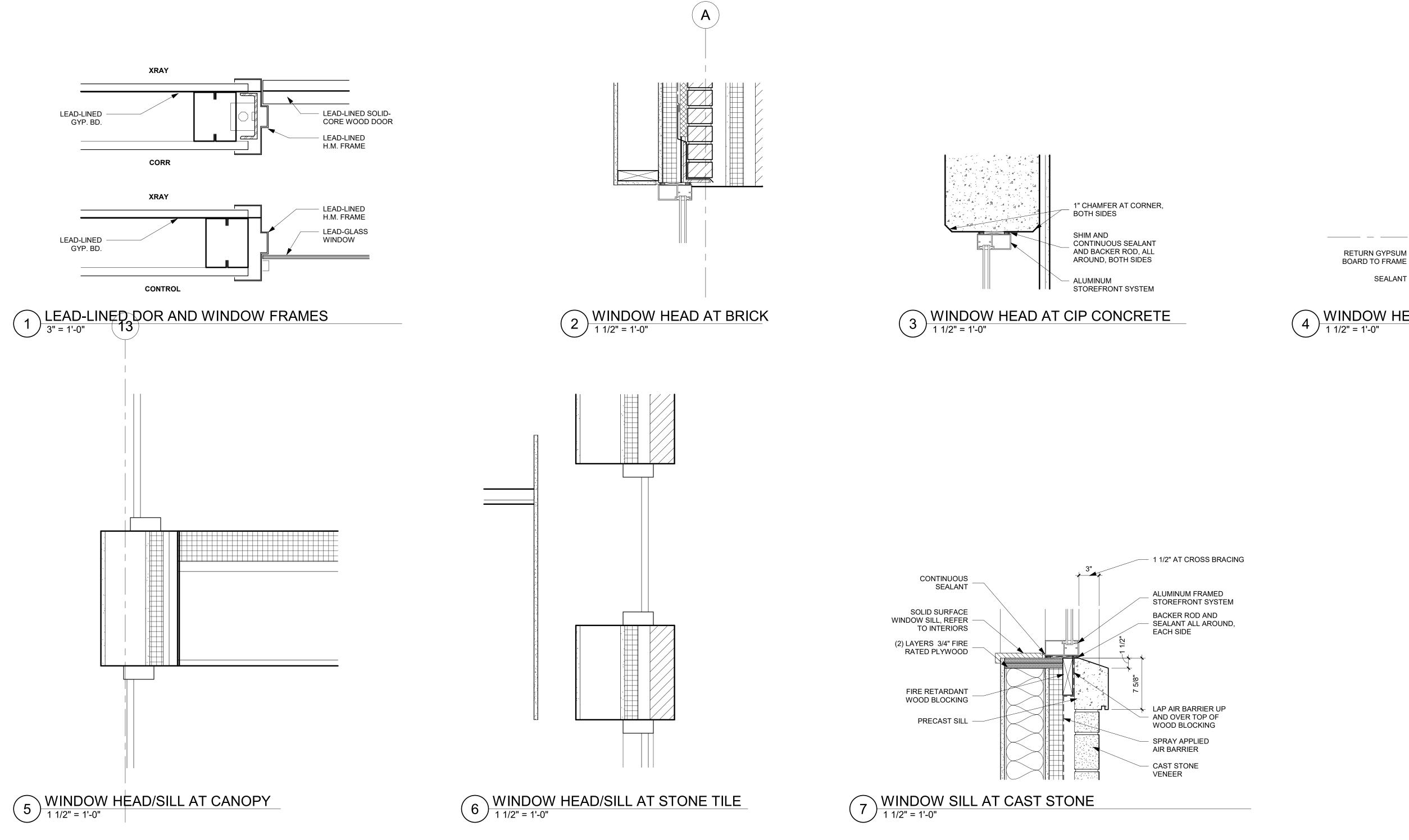
2 EW 1 3/8" = 1'-0"

2" 2' - 10 33/64" 2" 2' - 11" 2" 2' - 11" 2" 2' - 11"

DOOR SCHEDULE, DOOR AND FRAME TYPES



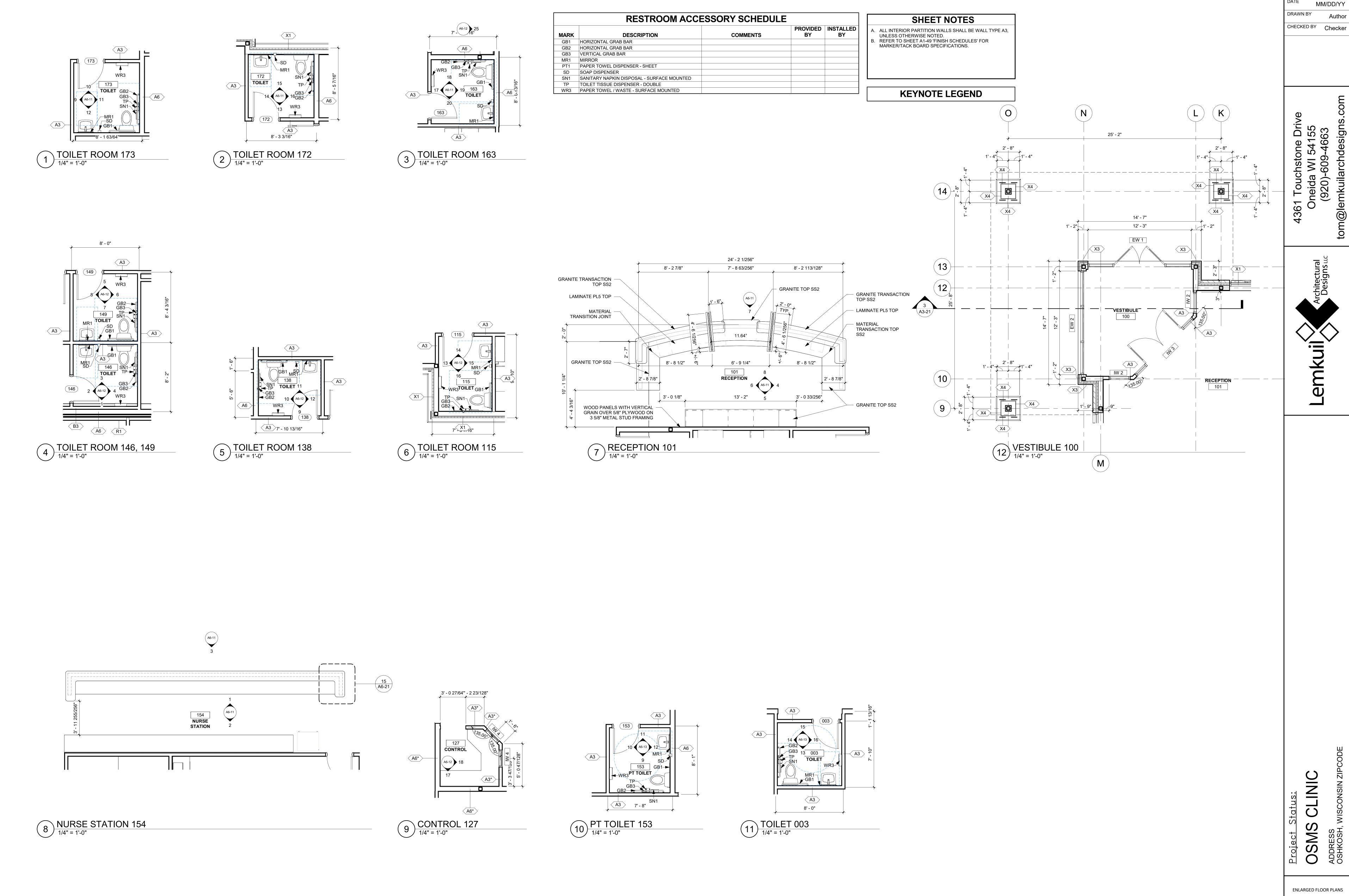




OSMS CLINIC
ADDRESS
ADDRESS
ADDRESS

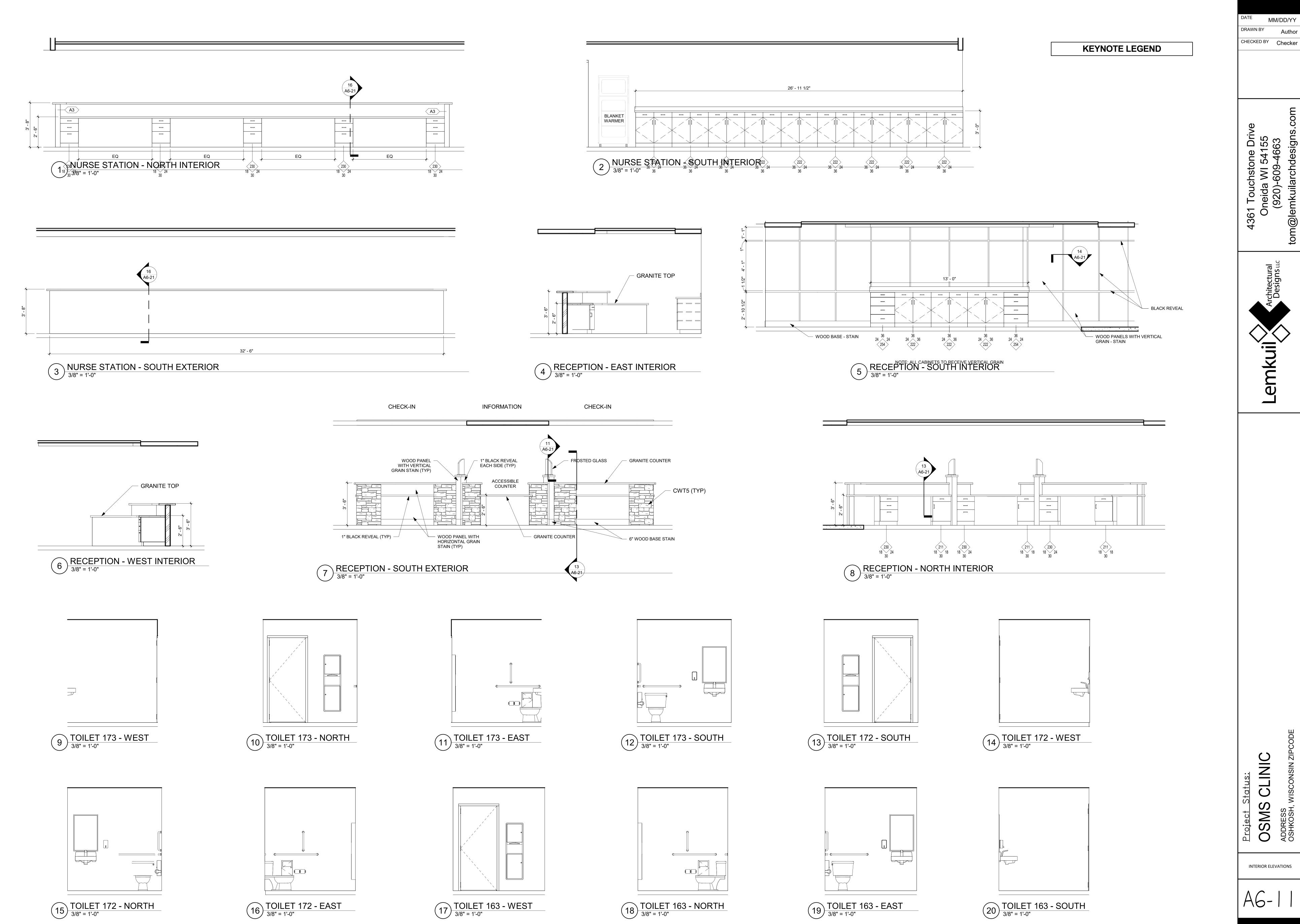
DOOR AND WINDOW DETAILS

A4-21



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AD-11



MM/DD/YY

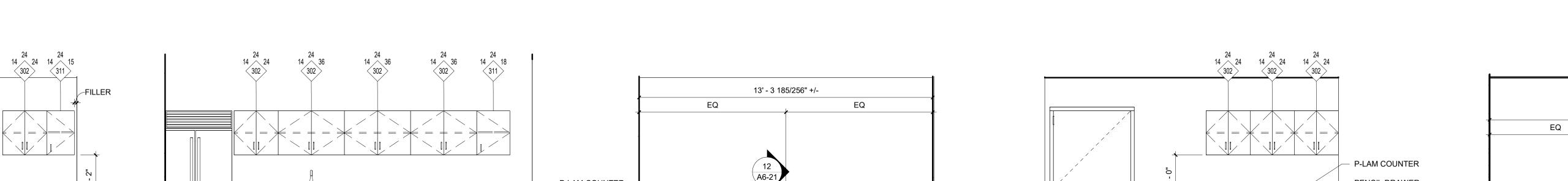
INTERIOR ELEVATIONS

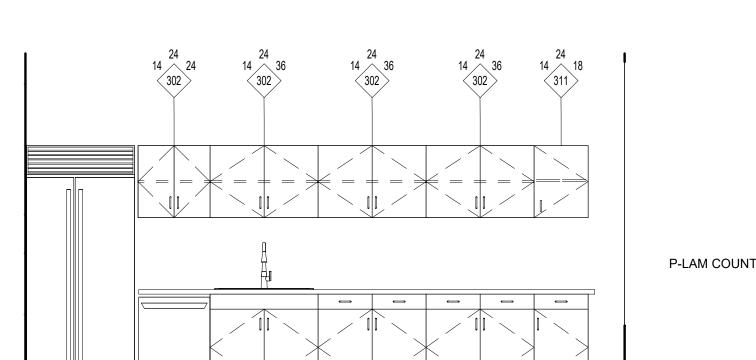
A6-1

OSMS C

INTERIOR ELEVATIONS

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22 BREAK ROOM 151 - NORTH
3/8" = 1'-0"

24 36 36 24 18 211 36 18

TOILET 115 - EAST
3/8" = 1'-0"

3 TOILET 146 - NORTH

9 TOILET 138 - SOUTH
3/8" = 1'-0"

1 TOILET 146 - SOUTH 3/8" = 1'-0"

7 TOILET 149 - SOUTH
3/8" = 1'-0"

13 TOILET 115 - WEST

25 BLOOD DRAW 164 - EAST

2 TOILET 146 - WEST
3/8" = 1'-0"

8 TOILET 149 - WEST 3/8" = 1'-0"

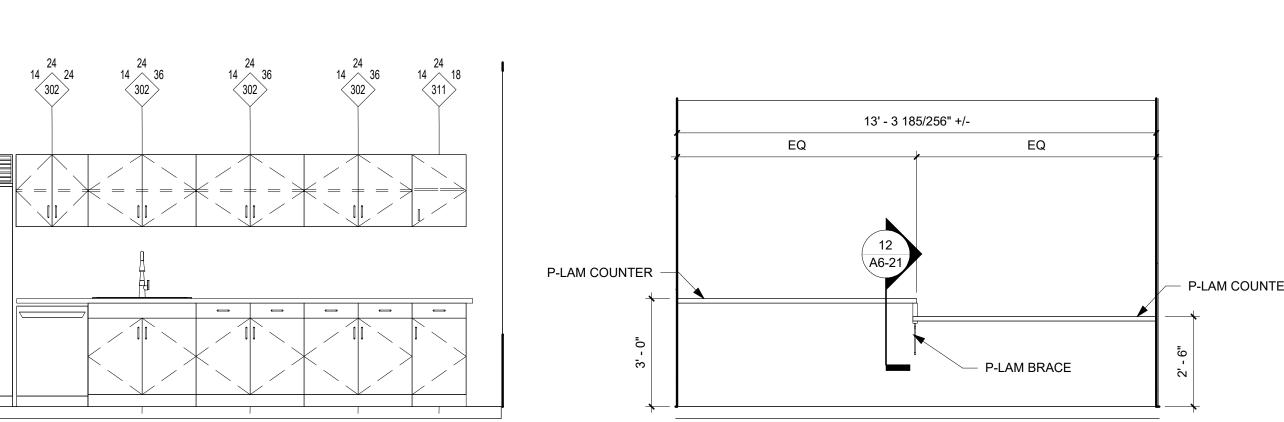
TOILET 115 - NORTH
3/8" = 1'-0"

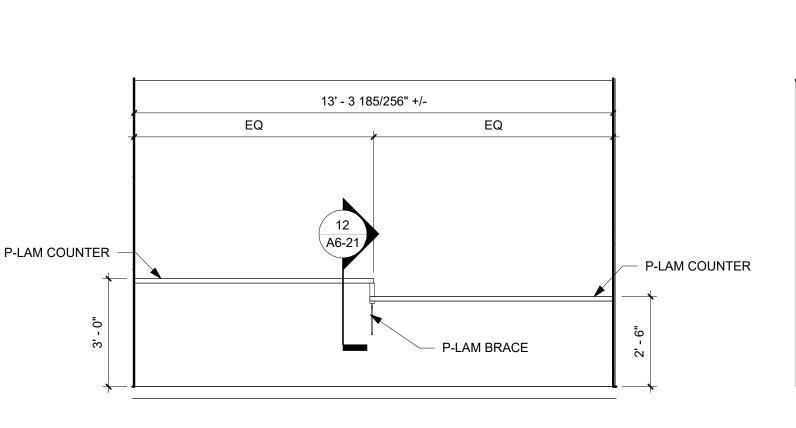
24 24 18 15 FILLER

ICE MACHINE BY OWNER

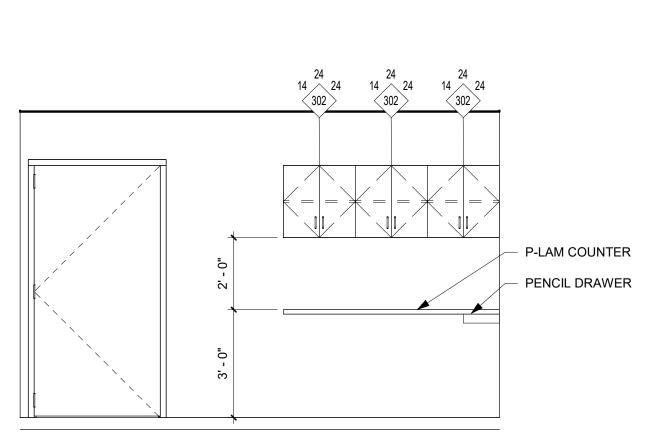
FILLER 34 24 222

26 FOOD 165 - NORTH
3/8" = 1'-0"

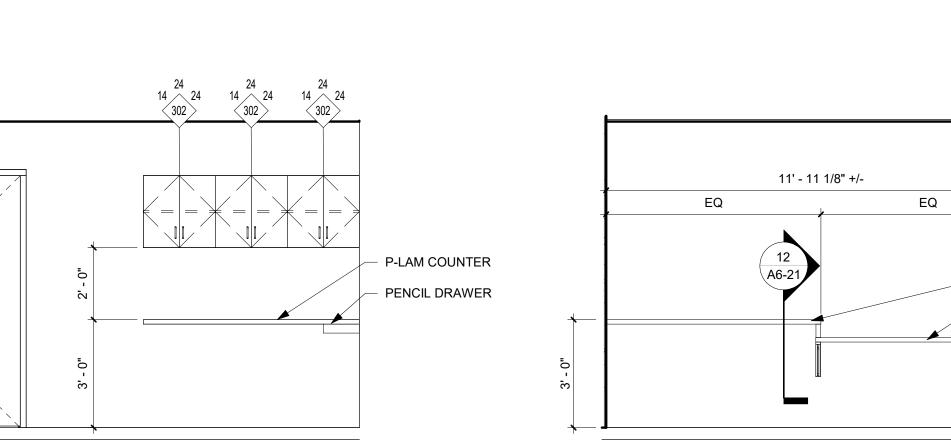


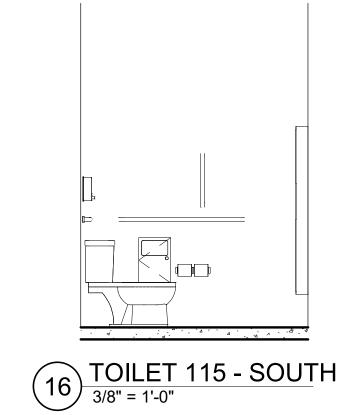


23 DICTATION 162 - SOUTH
3/8" = 1'-0"

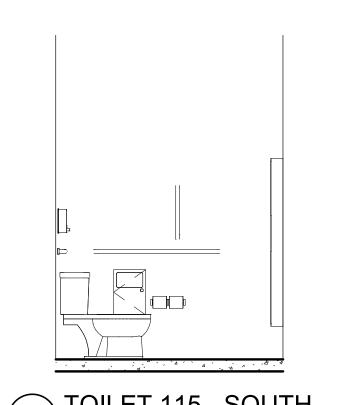


24 DICTATION 162 - NORTH
3/8" = 1'-0"

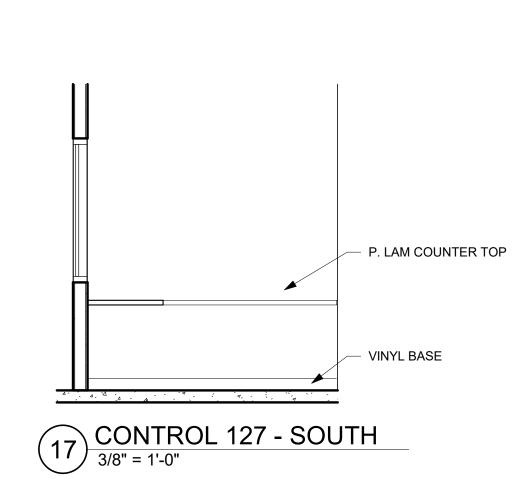


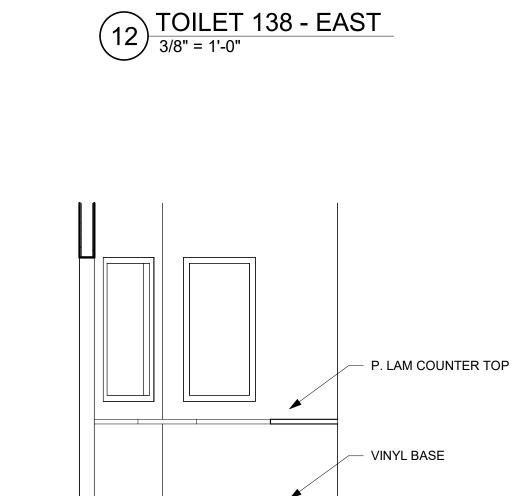


4 TOILET 146 - EAST 3/8" = 1'-0"



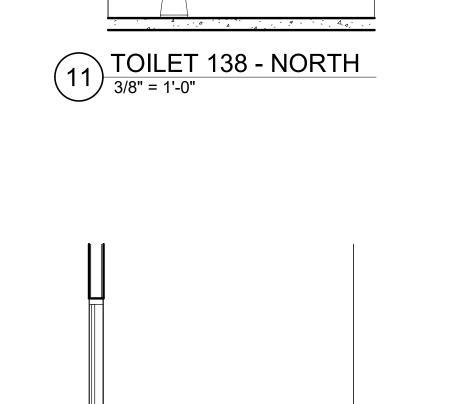
TOILET 138 - WEST



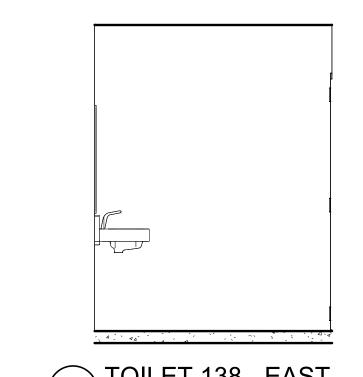


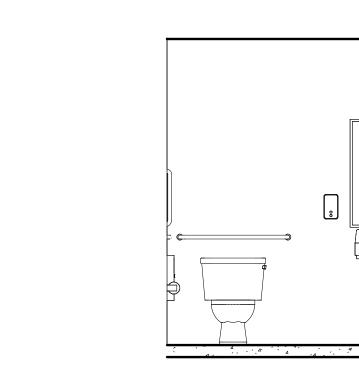
18 CONTROL 127 - EAST

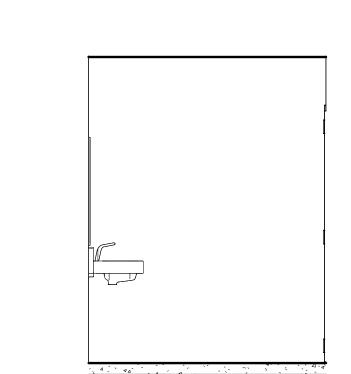
28 DICTATION 171 - NORTH
3/8" = 1'-0"

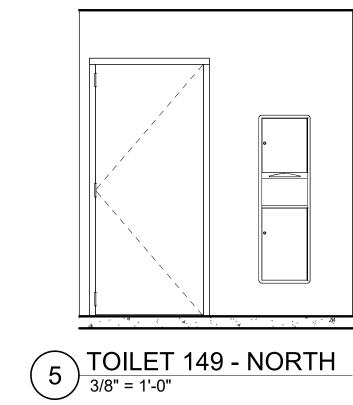












6 TOILET 149 - EAST

DATE	05/10/24
DRAWN BY	Author
CHECKED BY	Checker

05/10/24

OSMS CI

INTERIOR ELEVATIONS

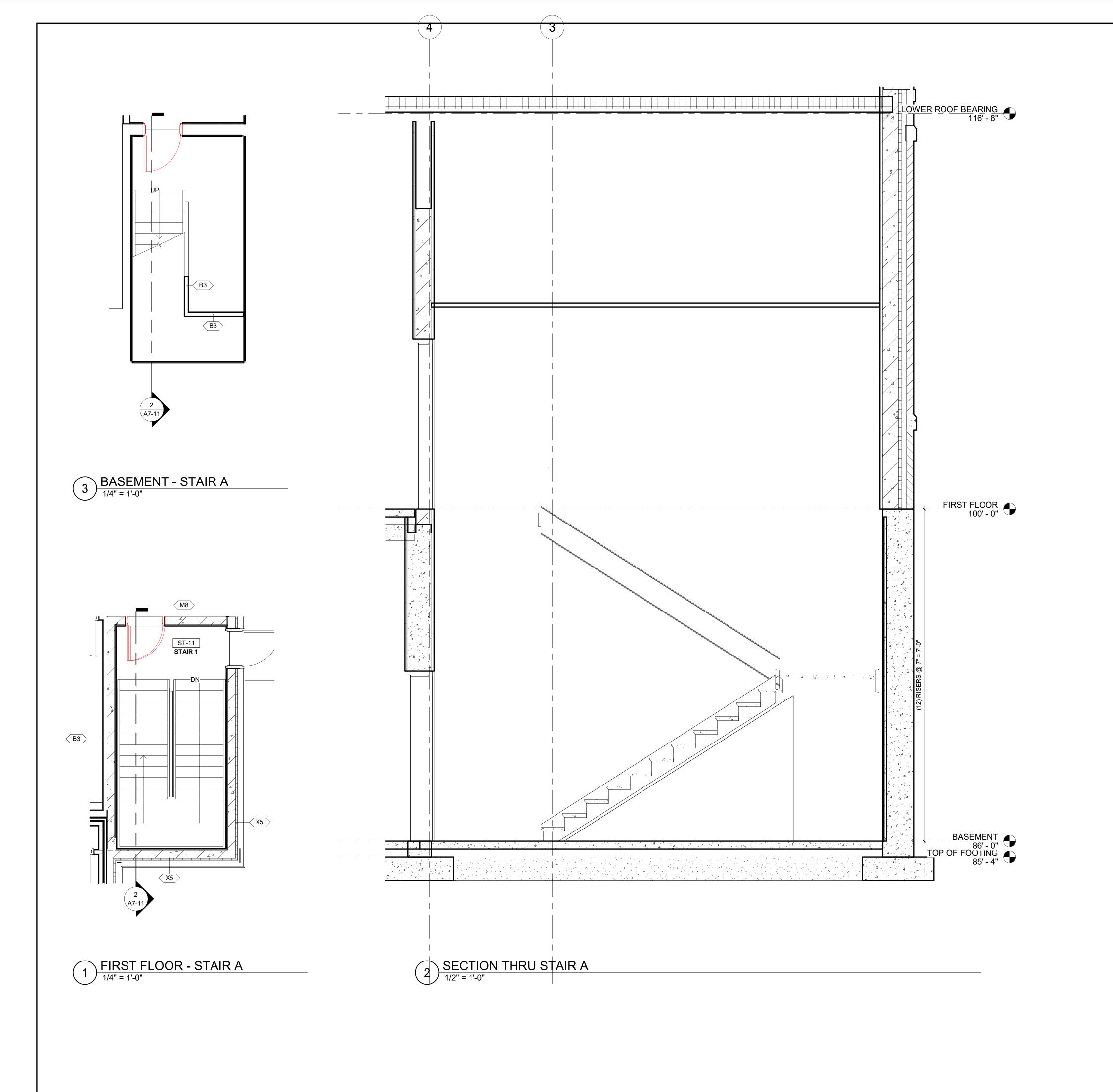
A6-13

MM/DD/YY DRAWN BY Author CHECKED BY Checker

4361 Or

LINIC OSMS CI

INTERIOR DETAILS



DATE MM/DD/YY

DRAWN BY Author

CHECKED BY Checker

H361 Touchstone Drive Oneida WI 54155 (920)-609-4663

Architectural Designs LC (920 tom@lemku

Lemkuil

Project Status:

OSMS CLINIC

ENLARGED VERTICAL CIRCULATION - STAIR A

A/-I

Project Status:

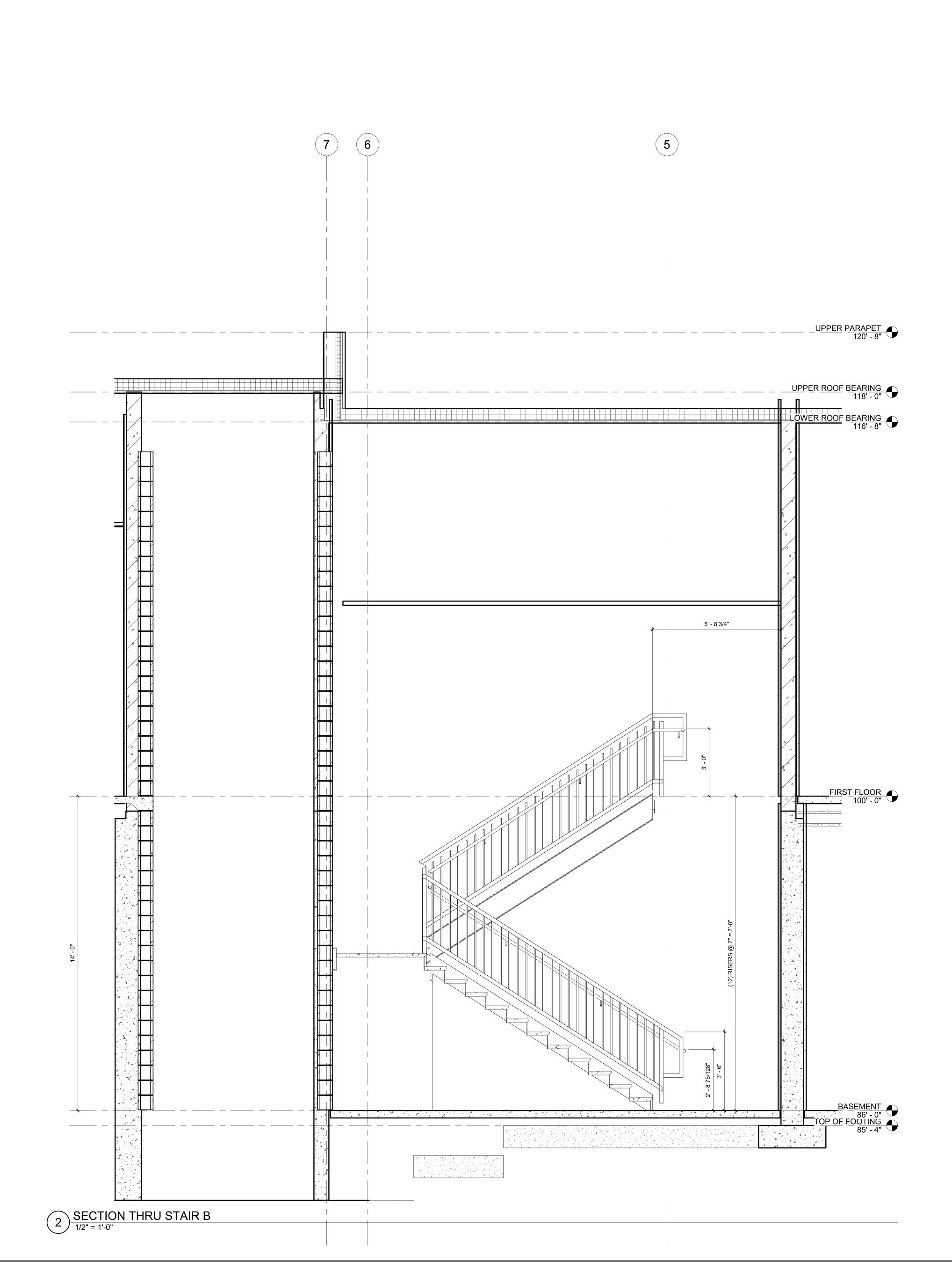
OSMS CLINIC

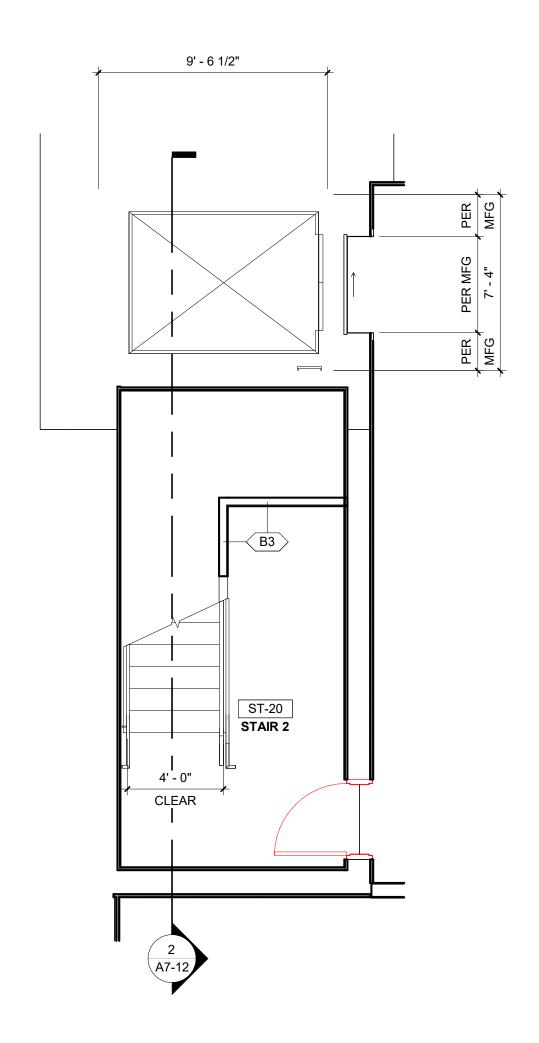
ADDRESS

ENLARGED VERTICAL CIRCULATION - STAIR B

A7-12

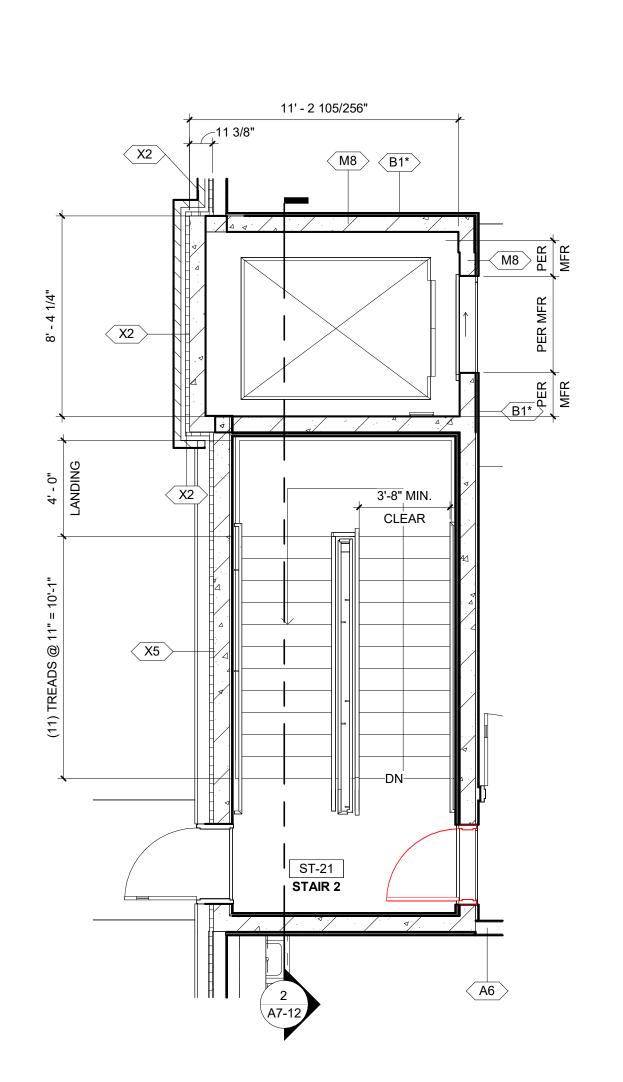
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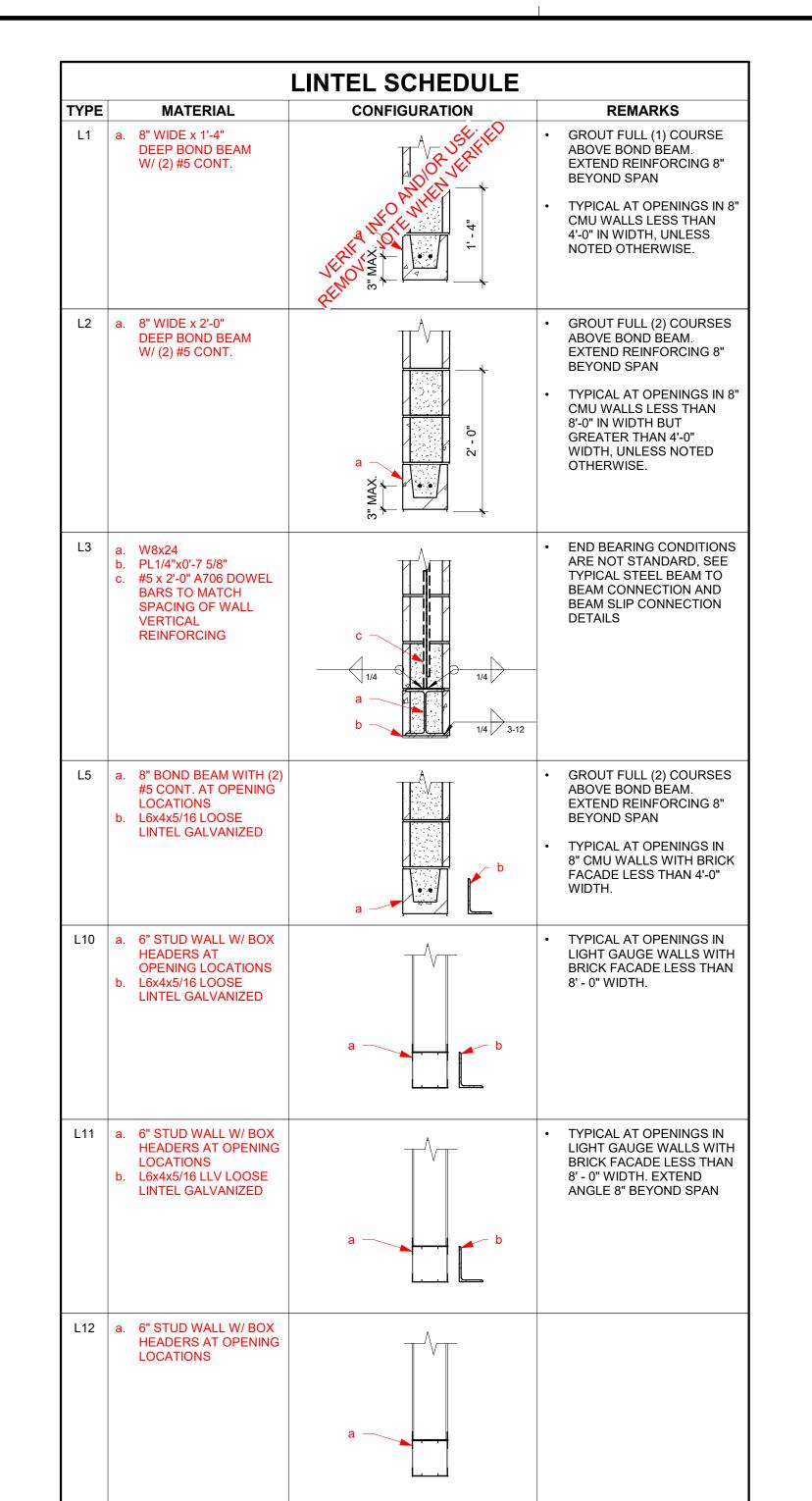


BASEMENT - STAIR B

1/4" = 1'-0"

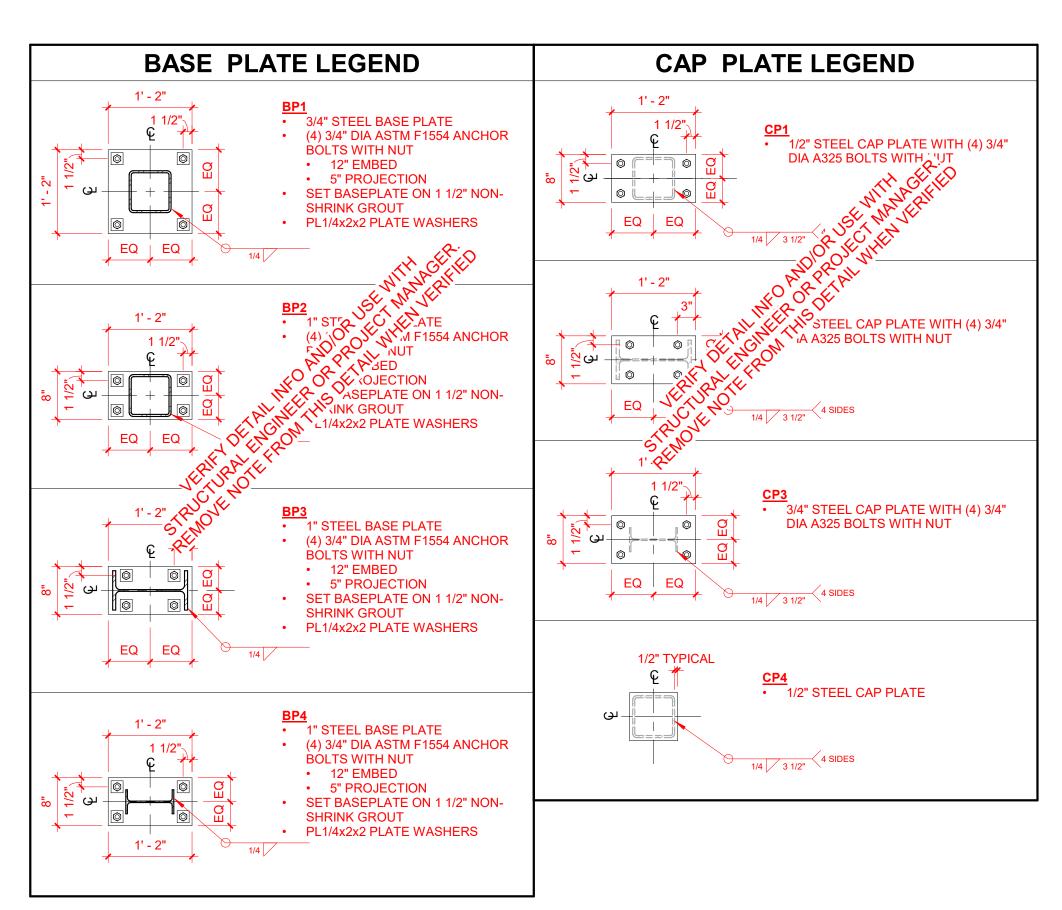


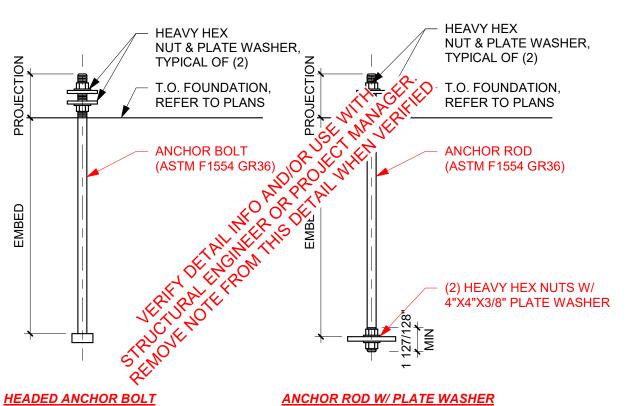
1 FIRST FLOOR - STAIR B

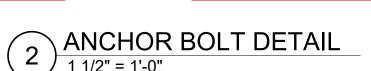


- CMU WALLS SHALL BE GROUTED SOLID THREE COURSES BELOW LINTEL BEARING POINT AS MINIMUM. REFER TO ARCHITECTURAL & MECHANICAL DRAWINGS FOR SIZE AND LOCATION OF WALL OPENINGS.
- FOR MASONRY LINTELS GROUT ALL CORES SOLID, CONTINUE VERTICAL WALL REINFORCEMENTS (AND
- UNLESS APPROVED BY ENGINEER.
- FOR LINTELS REQUIRED AT OPENINGS DIFFERENT THAN ABOVE, CONTACT STRUCTURAL ENGINEER.
- FOR ALL LINTELS IN EXISTING WALLS, REMOVE EXISTING CMU/BRICK AS REQUIRED FOR LINTEL INSTALLATION. SHORE EXISTING CMU/BRICK PATCH CMU/BRICK AS REQUIRED.

	COLUMN SCHEDULE				
MARK	TYPE	DESCRIPTION			
C1	HSS5x5x3/8				







CHEDULE				FOC	TING SCHEDULE	
DESCRIPTION	MARK	LENGTH	WIDTH	THICKNESS	REINFORCEMENT	COMMENTS
		VARIES	VARIES	1' - 0"		
_	WF1		3' - 0"	1' - 0"		
	WF2		2' - 0"	1' - 0"		

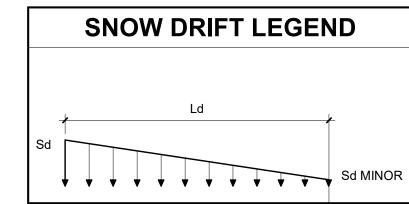
FOUNDATION WALL SCHEDULE					
MARK	WIDTH	REINFORCEMENT	COMMENTS		
FDN1	1' - 2"				
FDN2	1' - 0"				
FDN3	1' - 4"				
FDN4	0' - 8"				

	SLAB SCHEDULE				
MARK	THICKNESS	REINFORCEMENT	COMMENTS		
SL1	4"				
SL2	5"				
SL3	12"		SLAB BELOW MRI ROOM		
SL4	4"		4" BONDED CONCRETE TOPPING OVER 8" HOLLOW CORE PRECAST PLANK.		

CMU WALL SCHEDULE					
MARK	WIDTH	REINFORCEMENT	COMMENTS		
M8	8"				
X2	8"				
X5	8"				

SNOW DRIFT SCHEDULE DRIFT LOAD Sd (PSF) -**BALANCED** MARK Sd (PSF) MINOR Ld (FT) SNOW LOAD

INTERSECTING SNOWDRIFT LOADS SHALL BE CONSIDERED TO OCCUR CONCURRENTLY, EXCEPT THAT THE TWO DRIFT LOADS NEED NOT BE SUPERIMPOSED AS DESCRIBED IN ASCE 7-16 SECTION 7.7.3.



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PROJECT

PRELIMINAR

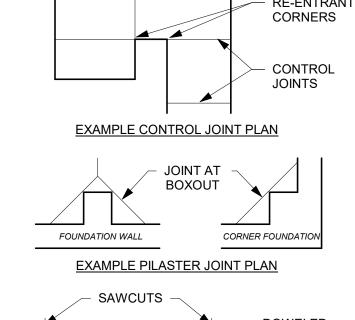
CONTROL JOINT PLACEMENT GUIDELINES

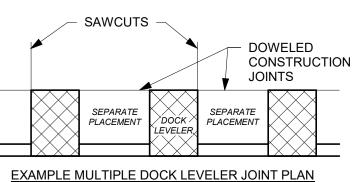
SPACE JOINTS (IN FEET) NO MORE THAN 2-3 TIMES THE SLAB THICKNESS (IN INCHES). FOR EXAMPLE, A 4" SLAB SHOULD HAVE JOINTS 8' TO 12' APART. CUT JOINTS 25% OF THE DEPTH OF SLAB, MIN. CUT JOINTS USING GROOVING TOOLS IN FRESH CONCRETE OR SAW CUTTING JOINTS AS SOON AS THE CONCRETE IS

HARD ENOUGH THAT THE EDGES ABUTTING THE CUT DON'T CHIP FROM THE SAW BLADE. IN HOT WEATHER. CONCRETE MIGHT CRACK IF JOINTS ARE NOT CUT WITHIN 6-12 HOURS AFTER FINISHING CONCRETE. PLAN ALTERNATE JOINT CUTTING EQUIPMENT

ACCORDINGLY. WHERE POSSIBLE, PLACE JOINTS UNDER PROPOSED NON-LOAD-BEARING WALL LOCATIONS OR UNDER CARPET

MINIMIZE RE-ENTRANT CORNERS AND AVOID WHERE POSSIBLE. RE-ENTRANT CORNERS





NEW BUILDING

OSMS CLINIC

OSHKOSH WISCONSIN **REVISION SCHEDULE** DATE DESCRIPTION 24-31067 PROJECT NO. FILE NAME 31067 Arch R24 DRAWN BY Author DESIGNED BY Designer

ORIGINAL ISSUE DATE MM/DD/YY CLIENT PROJECT NO.

REVIEWED BY

TITLE

STRUCTURAL SCHEDULES

Checker

MINIMUM BEARING FOR ALL LINTELS SHALL BE 8" EACH END UNLESS OTHERWISE NOTED.

GALVANIZE ALL STEEL LINTELS AT EXTERIOR WALLS.

SPACING) AT ALL LINTELS. SOLID MÁSONRY " BOND BEAM" LINTELS AND ITS GROUTED COURSES SHALL NOT BE PENETRATED

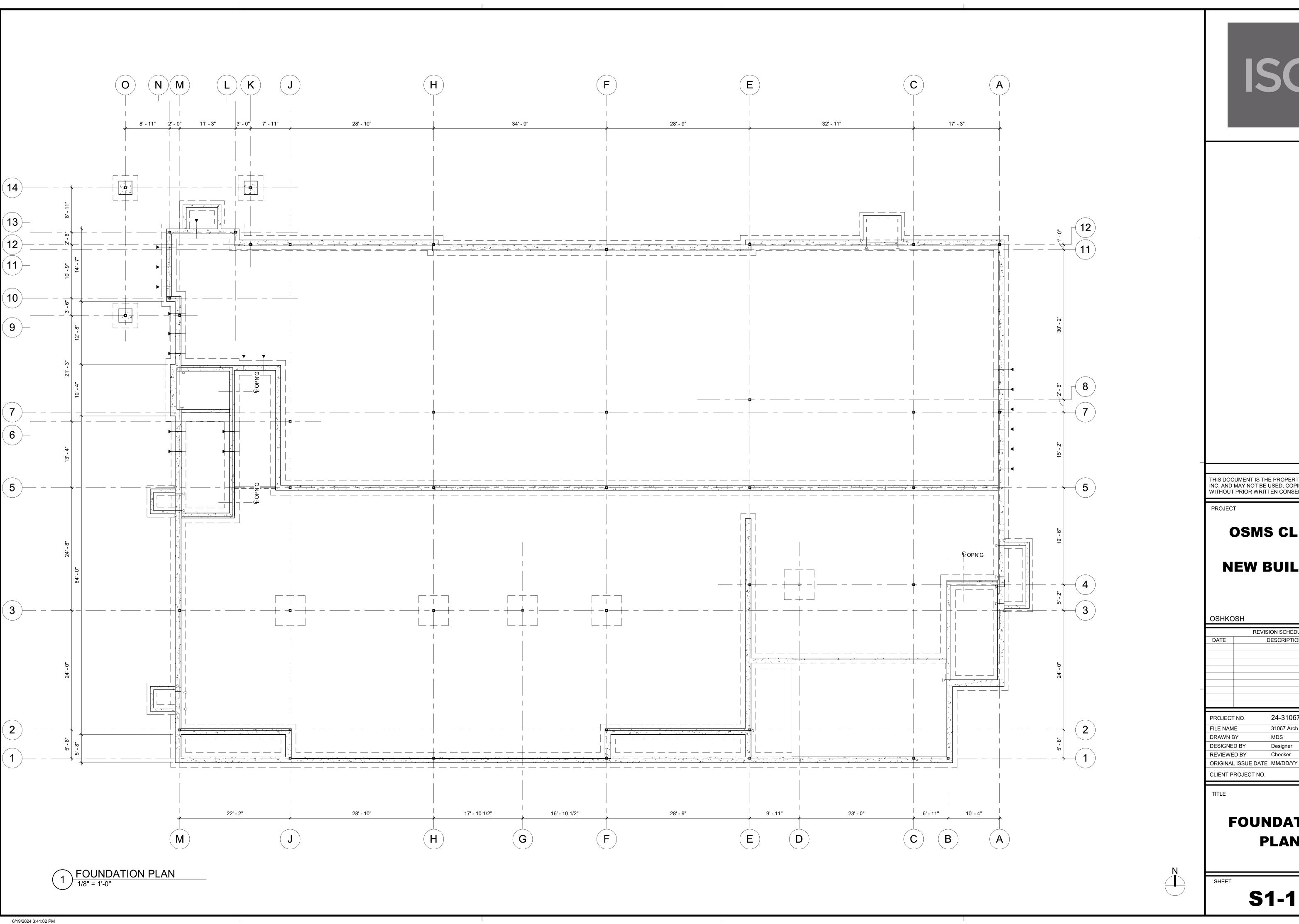
BRICK SHALL NOT OVERHANG THE EDGE OF LINTELS GREATER THAN 1/3 THE WIDTH OF BRICK (1 3/16" FOR STANDARD 3 5/8" WIDTH BRICK.)

ANCHOR ROD W/ PLATE WASHER

6/19/2024 3:41:00 PM

S1-05

PR



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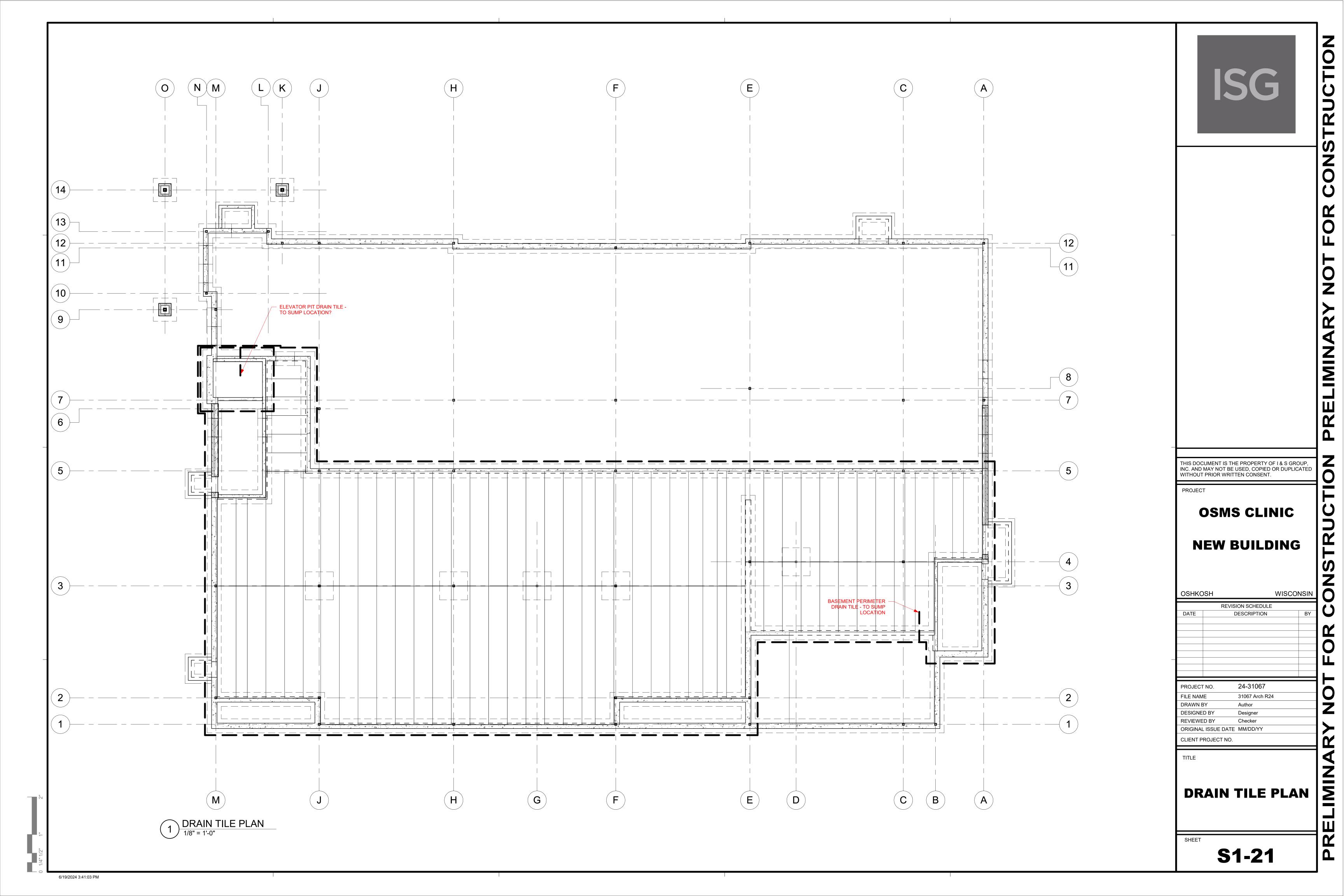
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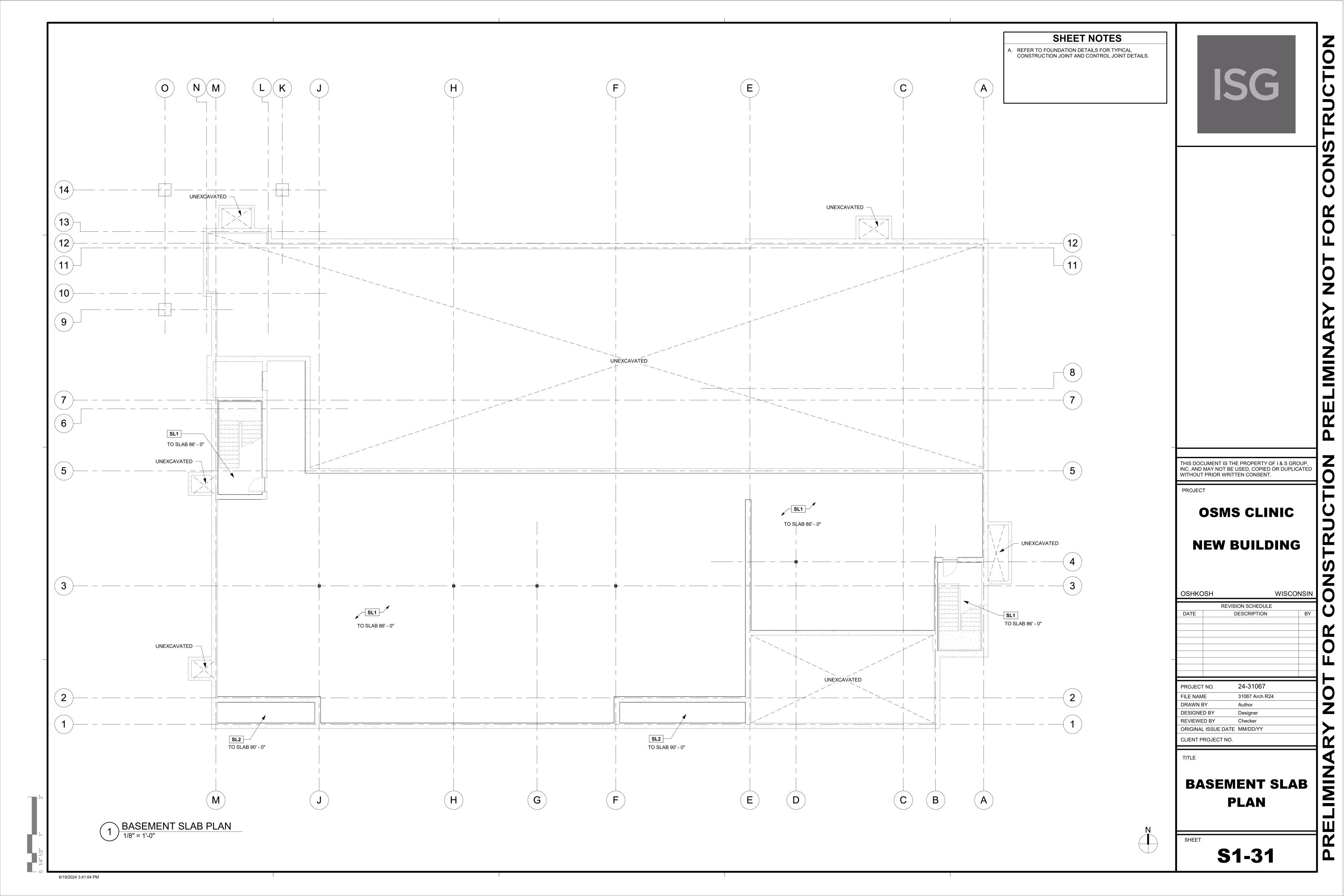
NEW BUILDING

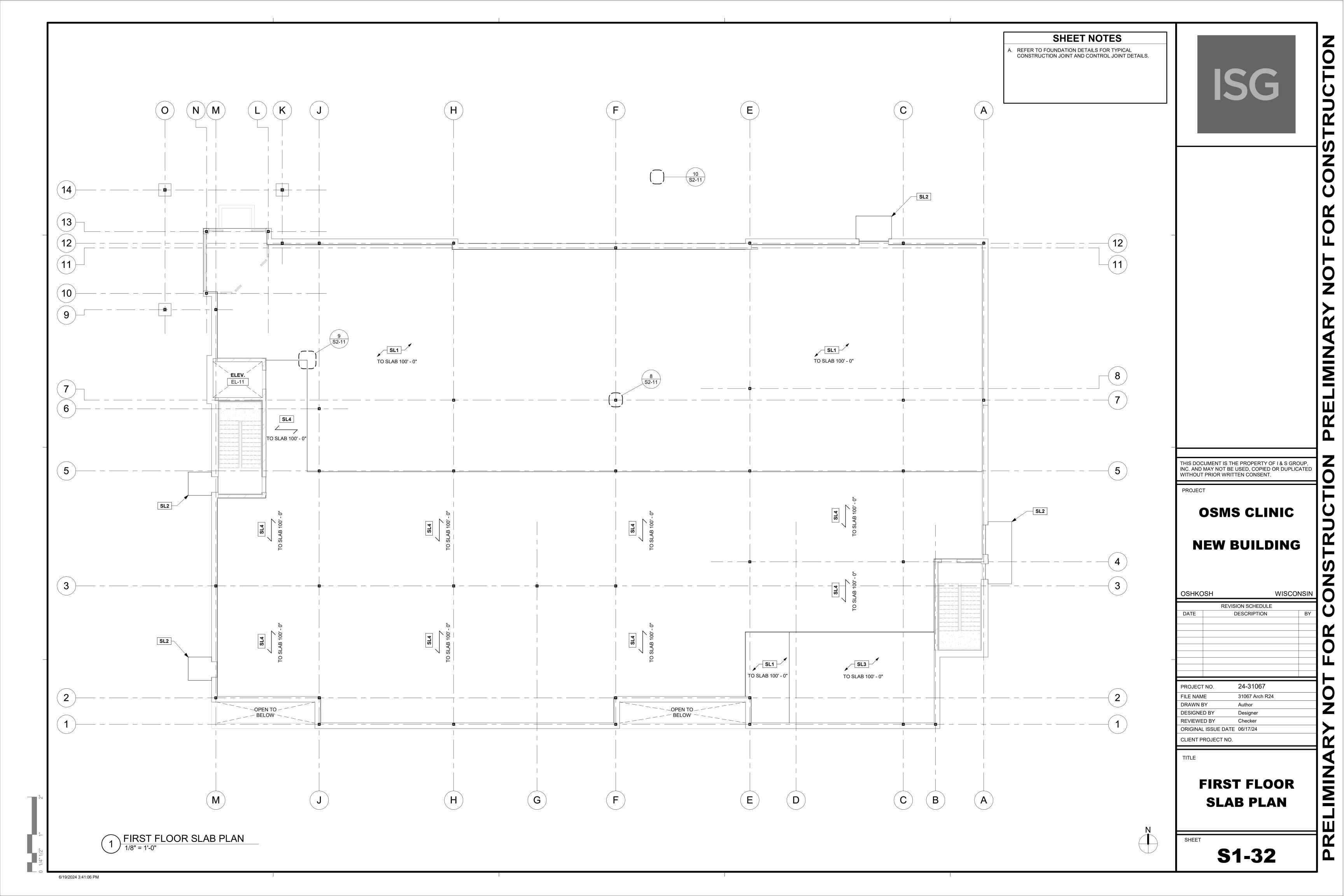
WISCONSIN REVISION SCHEDULE DESCRIPTION 24-31067 31067 Arch R24 Designer

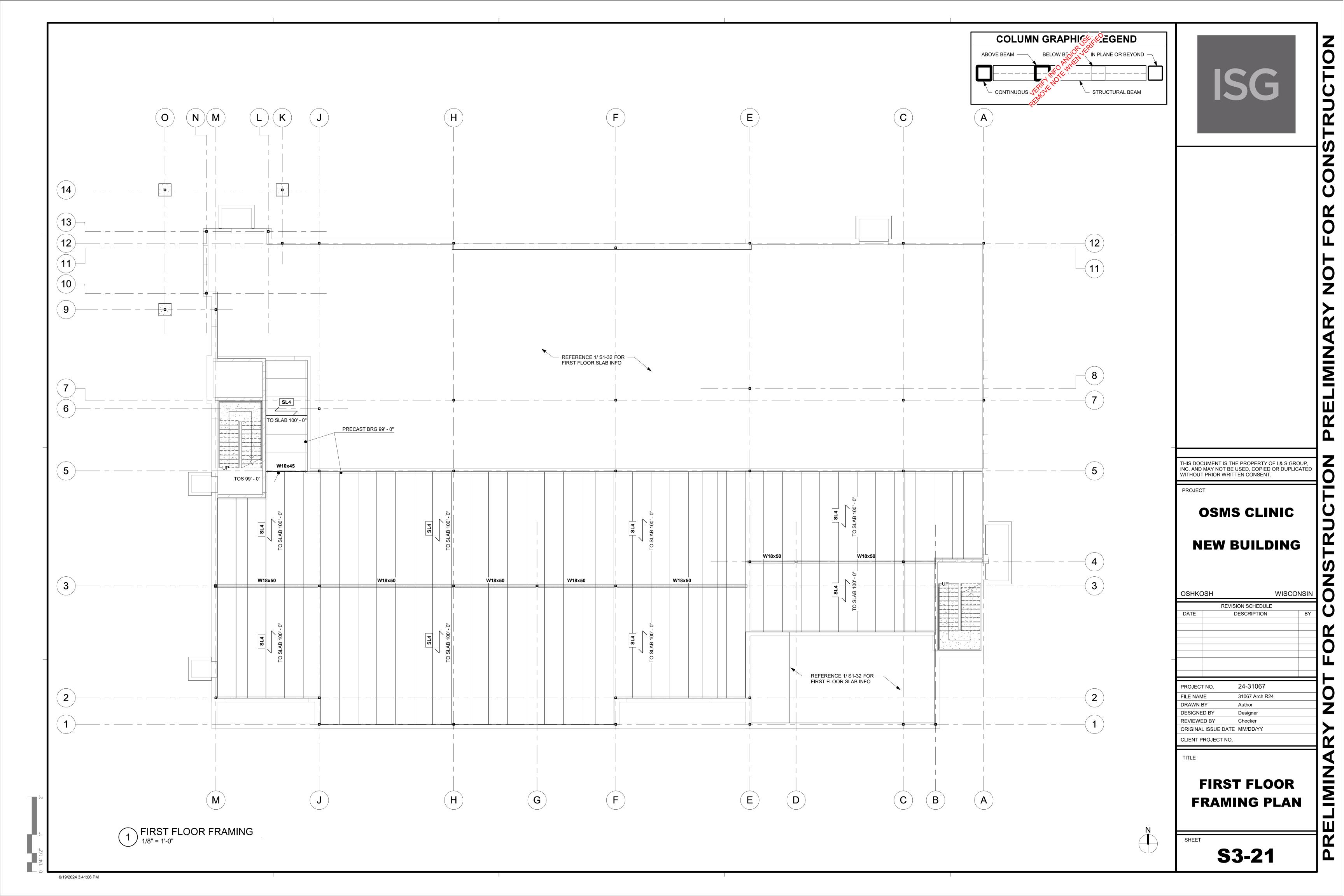
> **FOUNDATION PLAN**

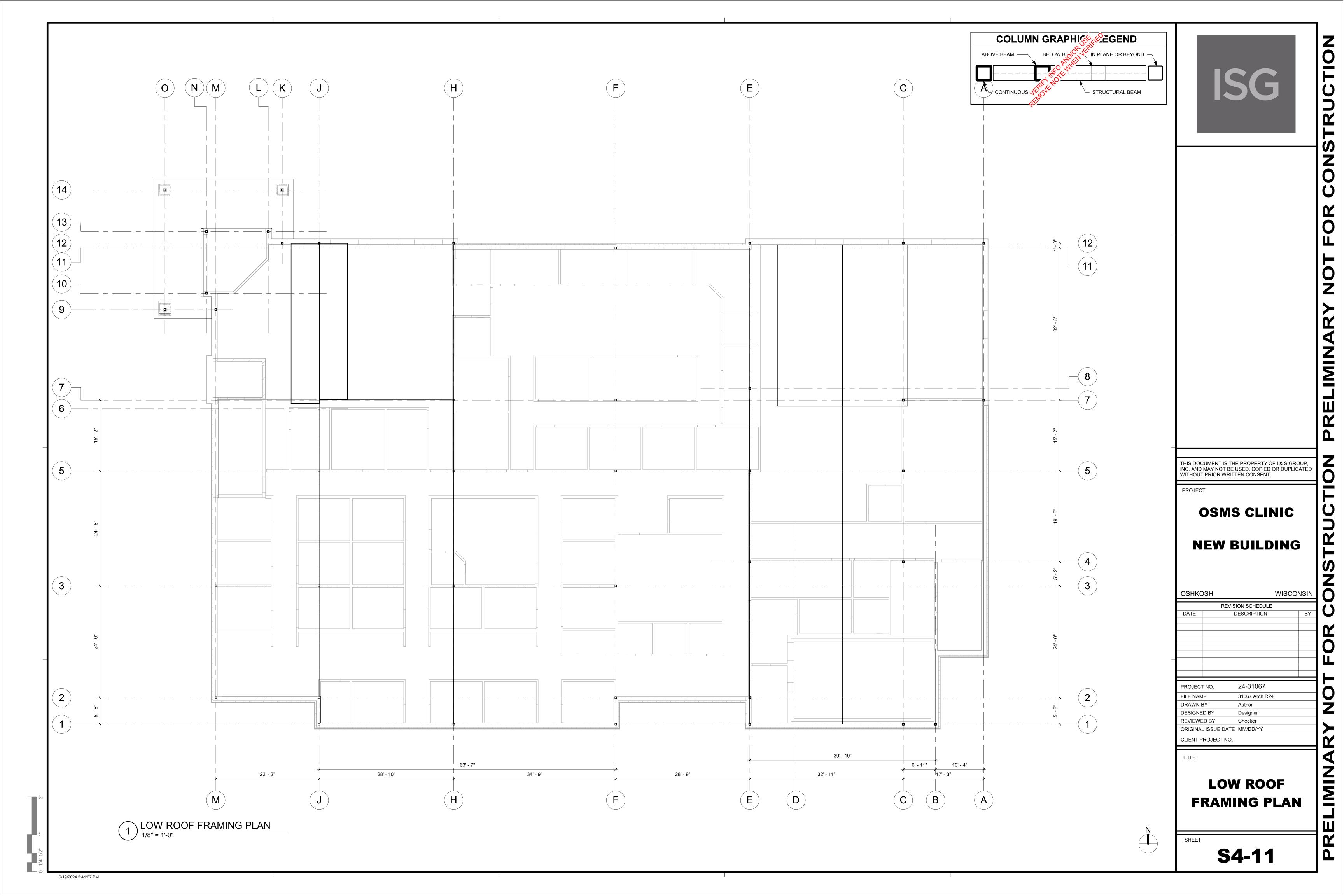
> > **S1-11**



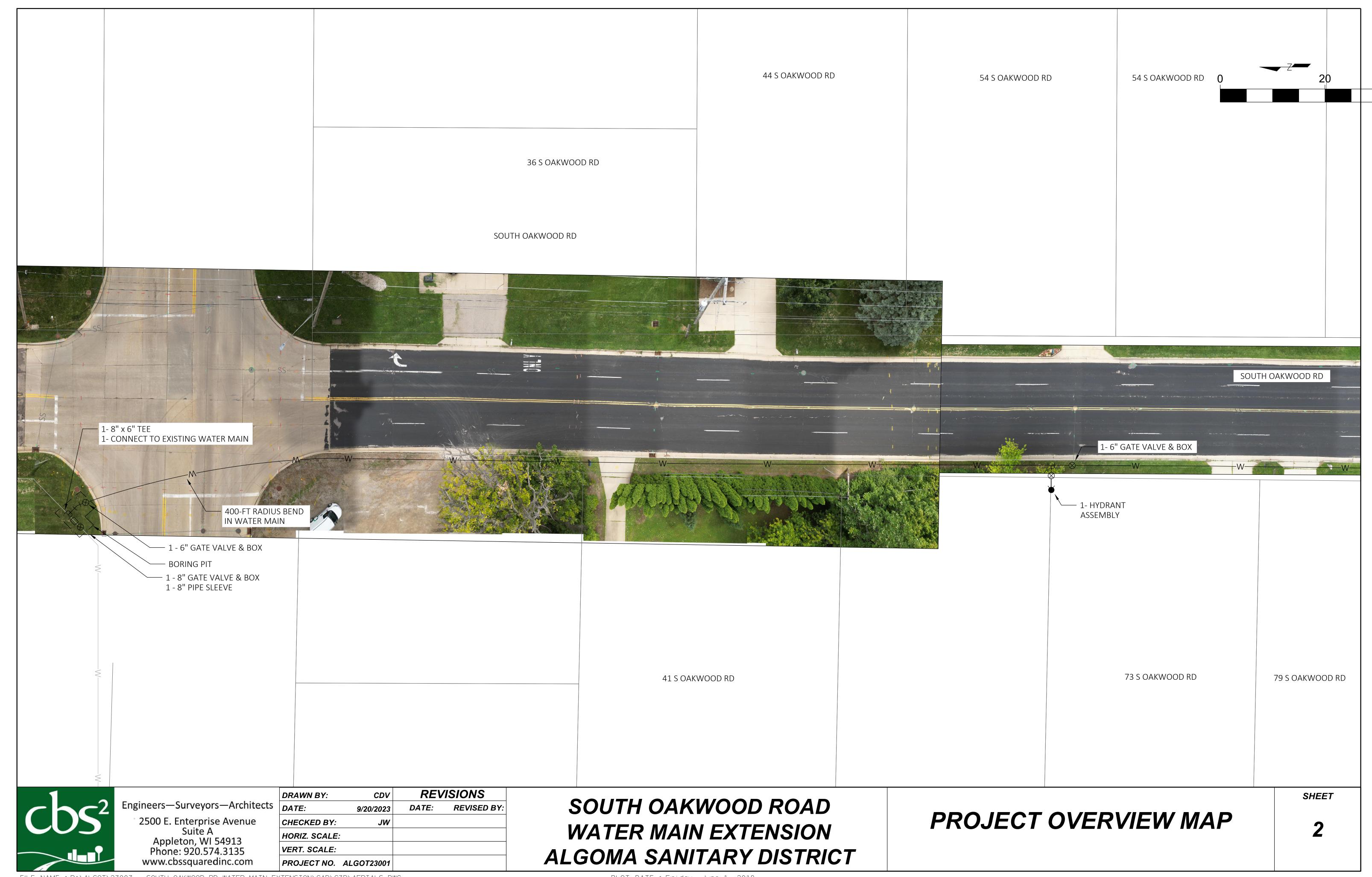












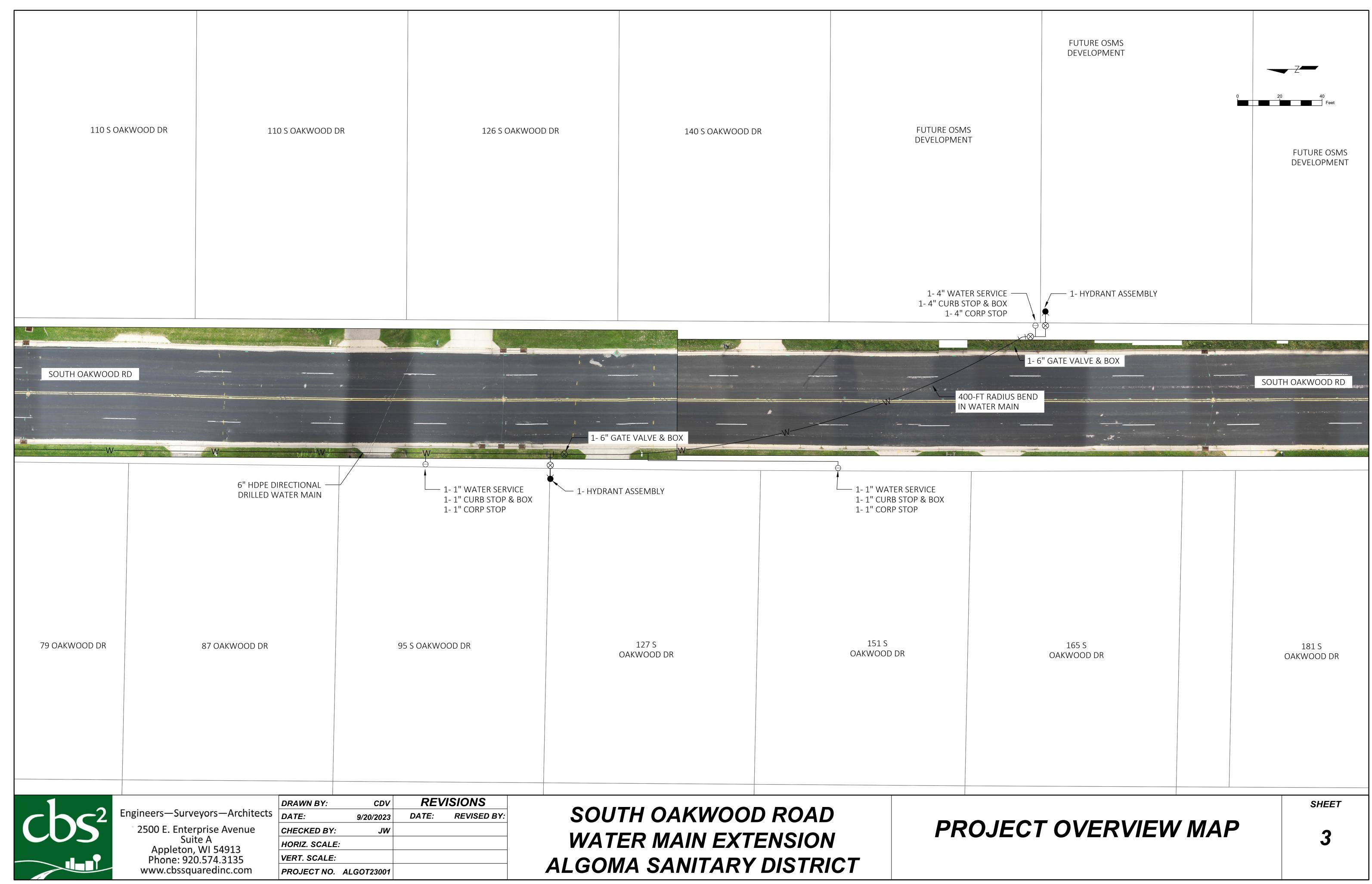


Exhibit 2.c.

ALGOT23003

Algoma Sanitary Disctrict South Oakwood Street Water Main Extension

	ry Project Cost Estimate	-				٦
Item No.	Description	Unit	Est. Quantity	Avg Unit Cost	Estimated Cost	_
01 45 00.01	Quality Control	L.S.	1.00	\$7,900.00	\$ 7,900.00	
01 55 25.01	Maintenance of traffic	L.S.	1.00	\$25,000.00	\$ 25,000.00	0
01 57 33.01	Application of Water	MGal	60.00	\$45.00	\$ 2,700.00	٥
01 71 13.01	Mobilization	L.S.	1.00	\$22,000.00	\$ 22,000.00	0 /
24 41 33.03	Remove C+G	LF	75.00	\$15.00	\$ 1,125.00	0
31 25 10.03	Inlet Protection	Each	14.00	\$80.00	\$ 1,120.00	
32 11 26.01	Crushed Aggregate Base Course	C.Y.	3.00	\$40.00	\$ 120.00	Town
32 12 18.01	Hot Mix Asphalt Pavement	Ton	4.00	\$150.00	\$ 600.00	Costs
32 16 30.01	30-Inch Concrete Curb and Gutter Type D	L.F.	75.00	\$65.00	\$ 4,875.00	0
32 92 12.01	Turf Establishment	S.Y.	100.00	\$7.50	\$ 750.00	0 /
33 11 00.01	6-Inch HDPE Directional Drilling	L.F.	1,200.00	\$150.00	\$ 180,000.00	0
33 11 00.02	Fittings	LB.	200.00	\$22.00	\$ 4,400.00	0
33 11 00.04	6-Inch Gate Valve and Box	Each	5.00	\$2,800.00	\$ 14,000.00	0
34 11 00.05	Full Hydrant Assembly w/ Valve and Hyd Lead	Each	3.00	\$7,500.00	\$ 22,500.00	o
34 11 00.06	1-Inch Corporation Stops	Each	2.00	\$450.00	\$ 900.00	0
34 11 00.07	1-Inch Curb Stops and Boxes	Each	2.00	\$600.00	\$ 1,200.00	0
34 11 00.08	1-Inch Water Service Pipe	L.F.	120.00	\$31.00	\$ 3,720.0	0
35 11 00.09	4-Inch Corporation Stops	Each	1.00	\$700.00	\$ 700.0	0
35 11 00.10	4-Inch Curb Stops and Boxes	Each	1.00	\$900.00	\$ 900.00	0
35 11 00.11	4-Inch Water Service Pipe	L.F.	50.00	\$60.00	\$ 3,000.00	0
33 11 00.13	Connect to Existing 8 Inch Water Main	Each	1.00	\$8,000.00	\$ 8,000.0	0
33 11 00.14	San Dist Connection Charge to Water System	Each	1.00	\$4,500.00	\$ 4,500.0	0
33 31 00.01	6-Inch Sewer Lateral Pipe	L.F.	24.00	\$70.00	\$ 1,680.0	Developer Costs
33 31 00.02	6-Inch Sewer Riser Pipe	L.F.	10.00	\$52.00	\$ 520.0	Costs
33 31 00.03	8-Inch x 6-Inch Wye Lateral Connection	Each	1.00	\$600.00	\$ 600.0	JO I
33 31 00.04	Tracer Wire Access Box	Each	1.00	\$250.00	\$ 250.0	o <mark>d</mark>
33 31 00.05	Connect to Existing Sanitary Sewer	Each	1.00	\$2,000.00	\$ 2,000.0	JO I
33 31 00.06	San Dist Connection Charge to Sanitary Sewer System	Acre	1.87	\$3,000.00	\$ 5,610.0	JO
				SUBTOTAL	\$ 320,670.0	0
Contingency	10%			ļ,	\$ 32,100.0	Divided
Engineering					\$ 58,100.0	oo < between Town
AdminLegal	2%				\$ 6,400.0	and Developer
Interest					\$ 12,000.0	O _F
				TOTAL	\$ 429,270.0	00

Town Costs

Developer Costs

WAIVER OF SPECIAL CHARGE / SPECIAL ASSESSMENT

	oper Agreement (TII Sanitary District.	D#1) between the Town of Algoma, OSMS Real Estate, LLC
AFFECTING:		
INSERT	LEGAL DESCRIPT	ΓΙΟΝ
waive all rights assessment agai due as required special charges	for objection for the nst said the Real Esta by the Developer's A	Town of Algoma to place such fees and costs as an ate, if Developer defaults on the payment of any amounts Agreement, including without limitation, any levying of ts against the benefited properties pursuant to Wis. Stats. § appropriate.
Dated this	day of	, 2024.
		<u>DEVELOPER</u> :
		OSMS REAL ESTATE, LLC, a Wisconsin limited liability company
		By: Name: Sandy Fragale Title:

GUARANTY OF OBLIGATIONS OF DEVELOPER

The undersigned ("Guarantor") hereby guarantees the performance of all of Developer's obligations under the terms of that Developer Agreement ("Agreement") of even date herewith between the Town of Algoma, Algoma Sanitary District and OSMS Real Estate, LLC, a Wisconsin limited liability company ("Developer") and to which this Guaranty is attached. The obligations guaranteed shall include, without limitation, the punctual payment of all sums due pursuant to the Agreement. The undersigned agrees that any party may enforce the obligations of the Developer under the Agreement against the undersigned, without first proceeding against Developer or any other guarantor, and further agrees that an enforcing party may take or omit to take any action pursuant to the terms of the Agreement or any extension or modification thereof, with or without notice to the Guarantor without affecting or releasing the liability of the Guarantor.

The Guarantor hereby waives notice of default, demand for payment or any other formal prerequisite to the commencement of an action under this Guaranty. This Guaranty shall remain in full force and effect for the full term of the Developer Agreement, including any extensions and shall be binding upon the Guarantor and its successors and assigns.

The undersigned Guarantor, because it is an affiliate and tenant of Developer, will be directly benefitted by the Developer Agreement. Guarantor expressly acknowledges that said benefits constitute adequate and sufficient consideration for this Guaranty and agrees not to contest the validity of this Guaranty on the basis of the nature of the relationship between the parties or the consideration for this Guaranty.

IN WITNESS WHE, 2024.	REOF, the undersigned has executed this Guaranty this day of
	Orthopedic & Sports Medicine Specialists of Green Bay, S.C.
	By:
	Print Name:
	Title

May 15, 2024

PROJECT PLAN

Town of Algoma, Wisconsin

Tax Incremental District No. 1



Prepared by:

Ehlers N19W24400 Riverwood Drive, Suite 100 Waukesha, WI 53188

BUILDING COMMUNITIES. IT'S WHAT WE DO.

KEY DATES

Organizational Joint Review Board Meeting Held: April 10, 2024
Public Hearing Held: April 10, 2024
Consideration by Plan Commission: April 10, 2024
Consideration by Town Board: May 15, 2024
Approval by the Joint Review Board: June 5, 2024

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SECTION 1: Executive Summary

DESCRIPTION OF DISTRICT

Tax Incremental District ("TID") No. 1 ("District") is a proposed In Need of Rehabilitation or Conservation District comprising approximately 11 acres located along the Oakwood Road corridor. The District will be created to extend water service to facilitate development of a medical building ("Project") by OSMS Real Estate ("Developer"). The District is also being created to assist with long-term redevelopment of property owned by the Town of Algoma. No plans are in place at the time of District creation to redevelopment sites owned by the Town of Algoma. The District provides a financial tool to aid in the redevelopment of these sites subject to approval of the Town.

AUTHORITY

Towns with a population of at least 3,500 and equalized valuation of at least \$500 million are permitted by Wis. Stat. § 60.23(32) to create a tax incremental district in the same manner as a city or village using the procedures set forth in Wis. Stat. § 66.1105. To exercise this authority, certain conditions related to provision of sanitary sewer service must be met. Those conditions are:

- 1. The boundaries of the proposed district must be within a sewer service area; and
- 2. Sewer service, provided by a wastewater treatment facility that complies with Wis. Stat. Chapter 283, must either currently extend to, or be provided to, the proposed district before the use or operation of any improvements to real property in the proposed district begins.

Additionally, a town must specify that one of the following will apply to the district:

- a. That at least 51% of the value of public infrastructure improvements within the district will be financed by a private developer, or other private entity, in return for the town's agreement to repay the developer or other entity for those costs solely through the payment of cash grants.
- b. That the town expects all project costs to be paid within 90% percent of the proposed tax incremental district's life.
- c. That expenditures may be made only within the first half of the proposed tax incremental district's life, except that expenditures may be made after this period if the expenditures are approved by a unanimous vote of the joint review board.

The Town meets the population (6,939) and valuation requirements (\$1,018,843,800) and development within the proposed District will be provided with the required sewer service (by Algoma Sanitary District #1). The Town expects all project costs to be paid within 90% percent of the District's life.

ESTIMATED TOTAL PROJECT COST EXPENDITURES

The Town anticipates making total expenditures of approximately \$2,100,000 ("Project Costs") to undertake the projects listed in this Project Plan ("Plan"). The Project Plan allows the projects to be District eligible expenditures. Separate approval of these projects by the Town Board will be required.

INCREMENTAL VALUATION

The Town projects that new land and improvements value of approximately \$5.5 million will occur from the OSMS project. Additional incremental value could result from redevelopment on Town of Algoma parcels. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumptions as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

EXPECTED TERMINATION OF DISTRICT

Based on the Economic Feasibility Study located within Section 9 of this Plan, the Town anticipates that the District will generate sufficient tax increment to pay all Project Costs within 21 years of its allowable 27 year maximum life.

SUMMARY OF FINDINGS

As required by Wis. Stat. § 60.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

- 1. That "but for" the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the Town. In reaching this determination, the Town has considered:
 - The investment needed to provide the public water infrastructure necessary to allow for the OSMS project to proceed.
- 2. The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the Town has considered the following information:
 - The construction of a medical facility will provide additional health care services within the Town and diversify the tax base.

- That the Developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.
- 3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the Town finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
- 4. Not less than 50% by area of the real property within the District is in need of rehabilitation or conservation work as defined by Wis. Stat. §66.1337(2m)(a).
- 5. Based on the foregoing finding, the District is designated as a district in need of rehabilitation or conservation.
- 6. The Project Costs relate directly to the rehabilitation or conservation of property and improvements in the District, consistent with the purpose for which the District is created.
- 7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
- 8. The equalized value of taxable property in the District, plus the incremental value of all existing tax incremental districts within the Town does not exceed 12% of the total equalized value of taxable property within the Town.
- 9. The Town estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
- 10. The Plan for the District is feasible and is in conformity with the Master Plan of the Town.

SECTION 2: Preliminary Map of Proposed District Boundary

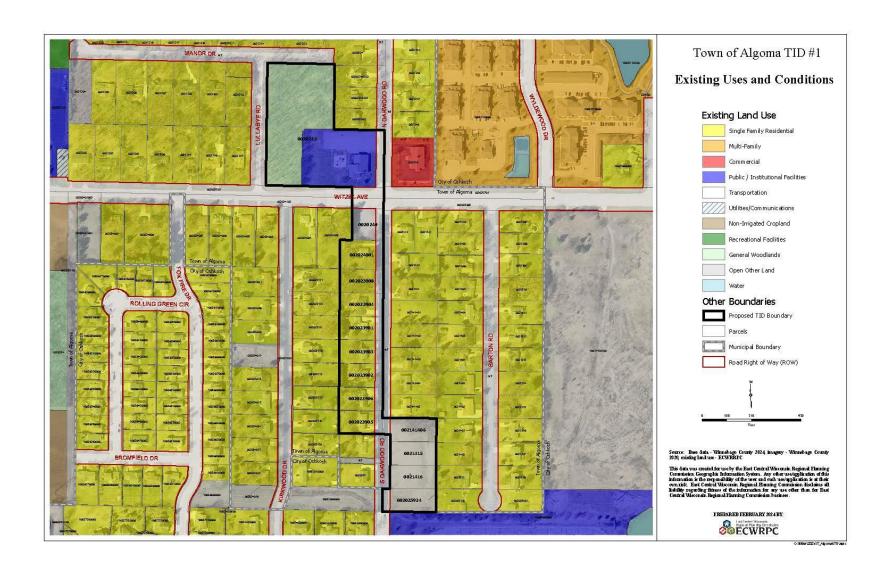
Map Found on Following Page.

To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.



SECTION 3: Map Showing Existing Uses and Conditions

Map Found on Following Page.



SECTION 4: Preliminary Parcel List and Analysis

Calculation of Estimated Base Value¹

	Assessed Value			ı	Equalized Value	2
Parcel	Land	Improvement	Total	Land	Improvement	Total
0020223	0	0	0	0	0	0
0020240	0	0	0	0	0	0
002024001	36,900	88,300	125,200	48,700	116,500	165,200
002023908	32,500	0	32,500	42,900	0	42,900
002023904	32,500	0	32,500	42,900	0	42,900
002023901	32,500	123,700	156,200	42,900	163,200	206,100
002023903	32,500	98,500	131,000	42,900	129,900	172,800
002023902	32,500	109,200	141,700	42,900	144,000	186,900
002023906	32,500	122,500	155,000	42,900	161,600	204,500
002023905	32,500	119,800	152,300	42,900	158,000	200,900
002141406	36,000	0	36,000	47,500	0	47,500
0021415	36,000	0	36,000	47,500	0	47,500
0021416	36,000	0	36,000	47,500	0	47,500
002025924	19,000	0	19,000	25,100	0	25,100
TOTALS	391,400	662,000	1,053,400	516,600	873,200	1,389,800

- 1) Estimated based on values as of January 1, 2023. Actual base value will be as of January 1, 2024.
- 2) Calculation based on assessment ratio of .7581.

Map Reference Number	Parcel Number	Address	Owner	Acres	Acres	Assessment Classification
					Rehab/ Conservation	
N/A	Right of Way			0.14		
N/A	0020223	15 N. Oakwood Road	Town of Algoma	4.97	4.97	Exempt
N/A	0020240	15 N. Oakwood Road	Town of Algoma	0.47	0.47	Exempt
N/A	002024001	41 S. Pakwood Road	Rudolph Meyers	0.50		1 - Residential
N/A	002023908	925 Dove Street	Richard Schanilec	0.42		1 - Residential
N/A	002023904	73 S Oakwood	Jeffrey Stenerson	0.42		1 - Residential
N/A	002023901	79 S. Oakwood	Kyle Kehoe	0.42		1 - Residential
N/A	002023903	87 S. Oakwood	Traci Jennings	0.42		1 - Residential
N/A	002023902	95 S. Oakwood	Jeffrey Cady	0.42		1 - Residential
N/A	002023906	127 S. Oakwood	Beverly Sanchez	0.42		1 - Residential
N/A	002023905	151 S. Oakwood	Justin Marchelis	0.42		1 - Residential
N/A	002141406	2223 Lime Kilin Road Ste 1	OSMS Real Estate	0.45		2 - Commercial
N/A	0021415	2223 Lime Kilin Road Ste 1	OSMS Real Estate	0.45		2 - Commercial
N/A	0021416	2223 Lime Kilin Road Ste 1	OSMS Real Estate	0.45		2 - Commercial
N/A	002025924	2223 Lime Kilin Road Ste 1	OSMS Real Estate	0.43		2 - Commercial
TOTALS				10.80	5.44	

Percentage of TID Area Designated as in Need of Rehabilitation or Conservation (at least 50%)

50.37%	
--------	--

At least 50% of the TID area must meet the criteria of "Rehabilitation or Conservation work". Rehabilitation or conservation work includes any of the following as defined in Wis. Stat. § 66.1337(2m)(a):

- 1. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements.
- 2. Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities.
- 3. Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out the objectives of the urban renewal project.
- 4. The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project. The disposition shall be in the manner prescribed in this section for the disposition of property in a redevelopment project area.
- (b) "Urban renewal project" includes undertakings and activities for the elimination and for the prevention of the development or spread of slums or blighted, deteriorated or deteriorating areas and may involve any work or undertaking for this purpose constituting a redevelopment project or any rehabilitation or conservation work, or any combination of the undertaking or work.

The parcels within the District owned by the Town of Algoma are suitable for carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements. To promote redevelopment, the structures require demolition and site remediation will be required.

No plans are in place at the time of District creation to redevelopment sites owned by the Town of Algoma. The District provides a financial tool to aid in the redevelopment of these sites subject to approval of the Town.

SECTION 5: Equalized Value Test

The following calculations demonstrate that the Town expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property in the proposed District does not exceed 12% of the total equalized value of taxable property within the Town.

The estimated equalized base value of the proposed District totals \$1,389,800. This value is less than the maximum of \$122,261,256 in equalized value that is permitted for the Town.

Town of Algoma, Wisconsin Tax Increment District No.1 Valuation Test Compliance Calculation	n	
Calculation of Town Equalized Value Limit		
Town TID IN Equalized Value (Jan. 1, 2023)	\$	1,018,843,800
TID Valuation Limit @ 12% of Above Value	\$	122,261,256
Calculation of Value Subject to Limit		
Estimated Base Value of Territory to be Included in District	\$	1,389,800
Incremental Value of Existing Districts (Jan. 1, 2023)	\$	-
Total Value Subject to 12% Valuation Limit		1,389,800
Total Percentage of TID IN Equalized Value		0.14%
Residual Value Capacity of TID IN Equalized Value	\$	120,871,456

SECTION 6:

Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating Town ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs.

The following is a list of public works and other tax incremental financing eligible Project Costs that the Town expects to make, or may need to make, in conjunction with the implementation of the District's Plan. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

Property, Right-of-Way and Easement Acquisition

Property Acquisition for Development

To promote and facilitate development the Town may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the Town from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the Town to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly

costs" as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

Property Acquisition for Conservancy

To promote the objectives of this Plan, the Town may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

Acquisition of Rights-of-Way

The Town may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the Town to identify, negotiate and acquire rights-of-way are eligible Project Costs.

Acquisition of Easements

The Town may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the Town to identify, negotiate and acquire easement rights are eligible Project Costs.

Relocation Costs

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include, but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

Site Preparation Activities

Environmental Audits and Remediation

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the Town related to environmental audits, testing, and remediation are eligible Project Costs.

Demolition

To make sites suitable for development, the Town may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

Site Grading

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The Town may need to remove and dispose of excess material, or bring in fill material to provide for proper site elevations. Expenses incurred by the Town for site grading are eligible Project Costs.

Utilities

Sanitary Sewer System Improvements

To allow development to occur, the Town may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the Town will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Town construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Water System Improvements

To allow development to occur, the Town may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the Town will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Town construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Stormwater Management System Improvements

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the Town may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the Town will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the Town construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

Electric Service

To create sites suitable for development, the Town may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the Town to undertake this work are eligible Project Costs.

Gas Service

To create sites suitable for development, the Town may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the Town to undertake this work are eligible Project Costs.

Communications Infrastructure

To create sites suitable for development, the Town may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the Town to undertake this work are eligible Project Costs.

Streets and Streetscape

Street Improvements

To allow development to occur, the Town may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

Streetscaping and Landscaping

To attract development consistent with the objectives of this Plan, the Town may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include, but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the Town are eligible Project Costs.

Community Development

Cash Grants (Development Incentives)

The Town may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the Town executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the Town are eligible Project Costs.

Miscellaneous

Professional Service and Organizational Costs

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

Administrative Costs

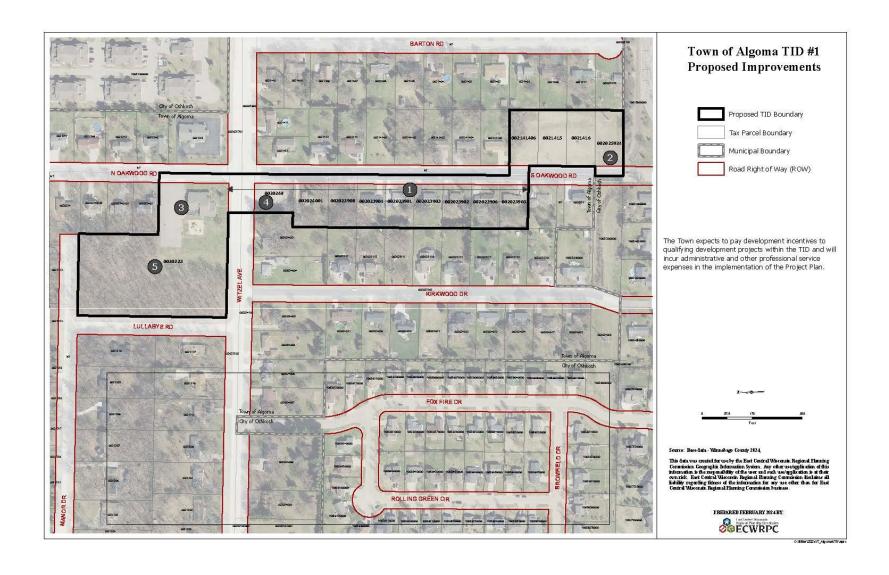
The Town may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by Town employees relating to the implementation of the Plan.

Financing Costs

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

SECTION 7: Map Showing Proposed Improvements and Uses

Map Found on Following Page.



SECTION 8: Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the Town currently expects to incur in implementing the District's Plan. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

The Project Plan is not a commitment by the Town to complete these projects. Specific infrastructure projects will require authorization by the Town Board. Any development incentive offered will require approval of a development agreement by the Town Board.

						Non- Project	
Project ID	Project Name/Type	Phase I	Future phases	Ongoing	1/2 Mile	Costs	Totals
1	Water Line Improvements	450,000					450,000
2	Storm Water Improvements ¹		60,000				60,000
3	Town Hall site and parking preparation ¹		100,000				100,000
4	Small parking lot site preparation ¹		35,000				35,000
5	Utility extensions into town hall parcel ¹		250,000				250,000
6	Developer Incentives		500,000				500,000
7	Interest on long-term debt		500,000				500,000
8	Financing Costs	15,000	50,000				65,000
9	Ongoing Planning & Administrative Costs			140,000			140,000
Total Projects		465,000	1,495,000	140,000	0	0	2,100,000

Notes

^{1.} These projects can be financed by the Town or financed by a developer and reimbursed through a developer incentive.

SECTION 9:

Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred

This Section includes a forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how Project Costs would be financed, and a projected cash flow demonstrating that the District is economically feasible.

Key Assumptions

Estimated valuations and timing for construction of the initial development and potential future development are included in **Table 1**. Assuming the Town's current equalized TID Interim tax rate of \$15.23 per thousand of equalized value declining by 1.00% per year, and no economic appreciation or depreciation, the District would generate \$2,563,780 in incremental tax revenue over the term of the District as shown in **Table 2**.

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 3), the District is projected to accumulate sufficient funds by the year 2046 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

Table 1 - Development Assumptions

	Town of A	lgoma, Wiscon	nsin	
	Tax Incre	ement District No.1		
	Develop	ment Assumptions		
Construction Year	OSMS Project (Proposed Project) Total Value	Town Hall Development (Illustration Only) Total Value	Annual Total	Construction Year
1 2024 2 2025 3 2026 4 2027 5 2028	5,500,000		0 5,500,000 0 0	2024 1 2025 2 2026 3 2027 4 2028 5
6 2029 7 2030 8 2031 9 2032 10 2033		2,500,000	0 2,500,000 0 0	2029 6 2030 7 2031 8 2032 9 2033 10
11 2034 12 2035 13 2036 14 2037			0 0 0	2034 11 2035 12 2036 13 2037 14
15 2038 16 2039 17 2040 18 2041 19 2042			0 0 0 0	2038 15 2039 16 2040 17 2041 18 2042 19
20 2043 21 2044 22 2045 23 2046			0 0 0 0	2043 20 2044 21 2045 22 2046 23
24 2047 25 2048 26 2049 27 2050			0 0 0	2047 24 2048 25 2049 26 2050 27
Totals	5,500,000	2,500,000	8,000,000	

Table 2 - Tax Increment Projection Worksheet

Town of Algoma, Wisconsin

Tax Increment District No.1

Tax Increment Projection Worksheet

Type of District
District Creation Date
Valuation Date
Max Life (Years)
Expenditure Period/Termination
Revenue Periods/Final Year
Extension Eligibility/Years
Eligible Recipient District

Rehabilitation									
May 1, 2024									
Jan 1, 2024									
27									
22	5/1/2046								
27	2052								
Yes 3									
Ye	es								

Base Value Economic Change Factor Apply to Base Value Base Tax Rate Rate Adjustment Factor

1,389,800
\$15.23
-1.00%

(Construction		Valuation	Economic	Total			
	Year	Value Added	Year	Change	Increment	Revenue Year	Tax Rate	Tax Increment
1	2024	0	2025	0	0	2026	\$15.08	0
2	2025	5,500,000	2026	0	5,500,000	2027	\$14.93	82,118
3	2026	0	2027	0	5,500,000	2028	\$14.78	81,297
4	2027	0	2028	0	5,500,000	2029	\$14.63	80,484
5	2028	0	2029	0	5,500,000	2030	\$14.49	79,679
6	2029	0	2030	0	5,500,000	2031	\$14.34	78,883
7	2030	2,500,000	2031	0	8,000,000	2032	\$14.20	113,591
8	2031	0	2032	0	8,000,000	2033	\$14.06	112,455
9	2032	0	2033	0	8,000,000	2034	\$13.92	111,330
10	2033	0	2034	0	8,000,000	2035	\$13.78	110,217
11	2034	0	2035	0	8,000,000	2036	\$13.64	109,115
12	2035	0	2036	0	8,000,000	2037	\$13.50	108,024
13	2036	0	2037	0	8,000,000	2038	\$13.37	106,944
14	2037	0	2038	0	8,000,000	2039	\$13.23	105,874
15	2038	0	2039	0	8,000,000	2040	\$13.10	104,815
16	2039	0	2040	0	8,000,000	2041	\$12.97	103,767
17	2040	0	2041	0	8,000,000	2042	\$12.84	102,730
18	2041	0	2042	0	8,000,000	2043	\$12.71	101,702
19	2042	0	2043	0	8,000,000	2044	\$12.59	100,685
20	2043	0	2044	0	8,000,000	2045	\$12.46	99,678
21	2044	0	2045	0	8,000,000	2046	\$12.34	98,682
22	2045	0	2046	0	8,000,000	2047	\$12.21	97,695
23	2046	0	2047	0	8,000,000	2048	\$12.09	96,718
24	2047	0	2048	0	8,000,000	2049	\$11.97	95,751
25	2048	0	2049	0	8,000,000	2050	\$11.85	94,793
26	2049	0	2050	0	8,000,000	2051	\$11.73	93,845
27	2050	0	2051	0	8,000,000	2052	\$11.61	92,907
T	otals	8,000,000		0		Future V	alue of Increment	2,563,780

Notes:

Table 3 - Cash Flow

Town of Algoma, Wisconsin

Tax Increment District No.1

Cash Flow Projection

	Projected Revenu	ies				Pr	ojected Expend	ditures					Balances		
	•		G.O. N	lotes	G.O. Notes	Potential									
			\$567,	416	\$567,416	Development				Ongoing					
	Tax	Total	Dated Date:	06/01/24	Issue	Incentives	Creation	Initial Capital	Financing	Planning &	Total			Liabilities	
Year	Increments Debt Proceeds	Revenues	Principal	Interest	Total	(Town sites)	Costs	Outlay	Costs	Administration	Expenditures	Annual	Cumulative	Outstanding	Year
2024	567,416	567,416			0		25,000	450,000	15,000		490,000	77,416	77,416	846,584	2024
2025		0		31,208	31,208					5,000	36,208	(36,208)	41,208	815,376	2025
2026	0	0		31,208	31,208					5,000	36,208	(36,208)	5,000	784,168	2026
2027	82,118	82,118		31,208	31,208					5,000	36,208	45,911	50,911	752,960	2027
2028	81,297	81,297	44,010	31,293	75,303					5,000	80,303	994	51,904	677,657	2028
2029	80,484	80,484	46,505	28,788	75,293					5,000	80,293	191	52,095	602,363	2029
2030	79,679	79,679	49,063	26,230	75,293					5,000	80,293	(614)	51,482	1,472,071	2030
2031	78,883	78,883	51,762	23,531	75,293	25,000				5,000	105,293	(26,410)	25,072	1,396,778	2031
2032	113,591	113,591	54,563	20,741	75,303	25,000				5,000	105,303	8,288	33,359	1,296,474	2032
2033	112,455	112,455	57,609	17,684	75,293	25,000				5,000	105,293	7,162	40,521	1,196,182	2033
2034	111,330	111,330	60,778	14,515	75,293	25,000				5,000	105,293	6,038	46,559	1,095,889	2034
2035	110,217	110,217	64,121	11,172	75,293	25,000				5,000	105,293	4,925	51,483	845,000	2035
2036	109,115	109,115	67,637	7,666	75,303	25,000				5,000	105,303	3,812	55,295	820,000	2036
2037	108,024	108,024	71,367	3,925	75,293	25,000				5,000	105,293	2,731	58,026	795,000	2037
2038	106,944	106,944			0	70,000				5,000	75,000	31,944	89,970	770,000	2038
2039	105,874	105,874			0	100,000				5,000	105,000	874	90,844	700,000	2039
2040	104,815	104,815			0	100,000				5,000	105,000	(185)	90,659	600,000	2040
2041	103,767	103,767			0	100,000				5,000	105,000	(1,233)	89,427	500,000	2041
2042	102,730	102,730			0	100,000				5,000	105,000	(2,270)	87,156	400,000	2042
2043	101,702	101,702			0	100,000				5,000	105,000	(3,298)	83,859	300,000	2043
2044	100,685	100,685			0	100,000				5,000	105,000	(4,315)	79,544	200,000	2044
2045	99,678	99,678			0	100,000				5,000	105,000	(5,322)	74,222	100,000	2045
2046	98,682	98,682	ļ		0					5,000	5,000	93,682	167,904	0	2046
2047	97,695	97,695			0					5,000	5,000	92,695	260,599	0	2047
2048	96,718	96,718			0					5,000	5,000	91,718	352,317	0	2048
2049	95,751	95,751			0					5,000	5,000	90,751	443,067	0	2049
2050	94,793	94,793			0					5,000	5,000	89,793	532,860	0	2050
2051	93,845	93,845			0					5,000	5,000	88,845	621,706	0	2051
2052	92,907	92,907			0					5,000	5,000	87,907	709,612	0	2052
TOTAL	2,563,780 567,416	3,131,196	567,416	279,168	846,584	945,000	25,000	450,000	15,000	140,000	2,421,584				TOTAL

Notes:

PROJECTED CLOSURE YEAR

LEGEND:

_____END OF EXP. PERIOD

SECTION 10: Estimate of Property to Be Devoted to Retail Business

Pursuant to Wis. Stat. § 66.1105(5)(b), the Town estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

SECTION 11:

Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and Town Ordinances

Zoning Ordinances

The proposed Plan is in general conformance with the Town's current zoning ordinances. Individual properties may require rezoning at the time of development.

Master (Comprehensive) Plan and Map

The proposed Plan is in general conformance with the Town's Comprehensive Plan identifying the areas targeted for redevelopment and development as appropriate for commercial uses.

Building Codes and Ordinances

Development within the District will be required to conform to State Building Codes and will be subject to the Town's permitting and inspection procedures. The proposed Plan conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

SECTION 12:

Statement of the Proposed Method for the Relocation of any Persons to be Displaced

Should implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

SECTION 13:

How Creation of the Tax Incremental District Promotes the Orderly Development of the Town

Creation of the District and the implementation of the projects in its Plan will promote the orderly development of the Town by rehabilitating property, providing necessary public infrastructure improvements, and providing appropriate financial incentives for private development projects if needed. Through use of tax increment financing, the Town can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses

SECTION 14: List of Estimated Non-Project Costs

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a nonproject cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

SECTION 15:

Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

Legal Opinion Found on Following Page.



Emily Z. Dunham

Dunham LAW, LLC

Marcia A. Vandehey Paralegal

Town Chairman Town of Algoma 15 N Oakwood Road Oshkosh, Wisconsin 54904

April 2, 2024

RE: Project Plan for Tax Incremental District No. 1

Dear Town Chairman:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the Town Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105.

As Town Attorney for the Town of Algoma, I have been asked to review the above-referenced project plan for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the Project Plan for the Town of Algoma Tax Incremental District No. 1 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely

Emily Z. Dunham Town Attorney

SECTION 16:

Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Town of Algoma, Wisconsin

Tax Increment District No.1

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.

Revenue		Algoma			Technical		Reven
Year	County	Sanitary District	Town	School District	College	Total	Yea
2026	0	0	0	0	0	0	202
2027	21,439	1,014	7,822	47,914	3,930	82,118	202
2028	21,225	1,004	7,743	47,435	3,891	81,297	202
2029	21,013	994	7,666	46,960	3,852	80,484	202
2030	20,802	984	7,589	46,491	3,813	79,679	203
2031	20,594	974	7,513	46,026	3,775	78,883	203
2032	29,656	1,402	10,819	66,277	5,436	113,591	203
2033	29,359	1,388	10,711	65,614	5,382	112,455	203
2034	29,066	1,375	10,604	64,958	5,328	111,330	203
2035	28,775	1,361	10,498	64,309	5,275	110,217	203
2036	28,487	1,347	10,393	63,665	5,222	109,115	203
2037	28,202	1,334	10,289	63,029	5,170	108,024	203
2038	27,920	1,320	10,186	62,398	5,118	106,944	203
2039	27,641	1,307	10,084	61,775	5,067	105,874	203
2040	27,365	1,294	9,983	61,157	5,016	104,815	204
2041	27,091	1,281	9,884	60,545	4,966	103,767	204
2042	26,820	1,268	9,785	59,940	4,917	102,730	204
2043	26,552	1,256	9,687	59,340	4,867	101,702	204
2044	26,287	1,243	9,590	58,747	4,819	100,685	204
2045	26,024	1,231	9,494	58,159	4,771	99,678	204
2046	25,763	1,218	9,399	57,578	4,723	98,682	204
2047	25,506	1,206	9,305	57,002	4,676	97,695	204
2048	25,251	1,194	9,212	56,432	4,629	96,718	204
2049	24,998	1,182	9,120	55,868	4,583	95,751	204
2050	24,748	1,170	9,029	55,309	4,537	94,793	205
2051	24,501	1,159	8,938	54,756	4,491	93,845	205
2052	24,256	1,147	8,849	54,208	4,446	92,907	205
_	669,342	31,653	244,192	1,495,892	122,701	2,563,780	

LEGAL DESCRIPTION OF PROPERTY

Tax Parcel Numbers: