

COOPERATIVE PLAN

Between

CITY OF OSHKOSH

And

TOWN OF ALGOMA

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

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

RECITALS

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

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

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

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

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

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

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

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

PLAN

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

SECTION 1

PARTICIPATING MUNICIPALITIES

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

SECTION 2

[This section left intentionally blank.]

SECTION 3

TERRITORY SUBJECT TO THE COOPERATIVE PLAN

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

SECTION 4

ISSUES, PROBLEMS, OPPORTUNITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.06 Assure Orderly Development of City and Town Within the Planning Area.

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

**SECTION 5
DEFINITIONS**

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

1. Algoma or Town: The Town of Algoma, Wisconsin, a municipal corporation with offices at 15 North Oakwood Road, Oshkosh, Wisconsin 54904.

2. Attachment: The method by which land is attached to the City as set forth in section 10 of this Plan.

3. Boundary Line: The boundary between the Protected Area and the City or Expansion Area as shown on Exhibits A and B.

4. Buffer Area: Land within the buffer area is shown on Exhibit B and referenced in section 10.04.

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

SECTION 6

TERM

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

SECTION 7

EXPANSION AREA AND PROTECTED AREA

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

SECTION 8

LONG-TERM BOUNDARY BETWEEN CITY AND TOWN

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

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

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

SECTION 9

ATTACHMENT OF TERRITORY IN EXPANSION AREA OF TOWN TO CITY

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

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

SECTION 10

PROCEDURE - ATTACHMENT OF TOWN LAND TO CITY IN EXPANSION AREA

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

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

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

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

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

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

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

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

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

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

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

10.04 Attachments Shall Include Public Right-of-Way.

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

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

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

SECTION 11

LOCAL ORDINANCES

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

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

- (a) The Town consents to the construction of City utilities in Town rights of way and easements as necessary to serve City territory subject to the City's obligations (i) to maintain access to Town territory, (ii) not to interfere with Town utilities, and (iii) to restore the right of way or easement in accordance with commonly accepted practices.
- (b) The Town will not interfere with or object to City applications to extend its sewer service area consistent with this Agreement.
- (c) The City shall provide sanitary sewer, storm sewer and water services to lands prior to attachment on the same extension, cost and payment terms as those generally applicable to similarly situated lands within the City, provided: (1) such services could be made available to such lands if they were within the City; and (2) the owners of such lands unanimously petition for a delayed Voluntary Attachment to the City effective 5 years after the service is available. Any land provided service under this paragraph shall be subject to City zoning and land use regulation pending attachment. The City may at any time adopt an ordinance under sec. 10.01 attaching such land as of a date not earlier than five years after services are made available under this paragraph.

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

- (a) The City shall exercise no extraterritorial jurisdiction in the Protected Area for zoning, land division, official mapping or otherwise.
- (b) The City shall not annex or attach any lands unless such annexation or attachment is approved by a four-fifths majority of the entire Town Board.
- (c) The City and the Town shall consult with each other concerning a new north-south arterial on or near Clairville Road.
- (d) The City shall not object to nor interfere with applications by the Algoma Sanitary District ("District") to expand its boundaries or extend its sewer service area.

11.04 Buffer Area.

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

11.05 Extraterritorial Zoning Committee.

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

SECTION 12

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

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

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

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

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

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

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

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

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

Table 2
Socio-Economic Characteristics

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

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

Source: U.S. Census 2000

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

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

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

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

Table 3
Population Change, 1970-2000

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

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

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

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

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

12.05 Town Plans.

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

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

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

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

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

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

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

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

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

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

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

SECTION 13

RELATIONSHIP OF THE COOPERATIVE PLAN TO NONPARTICIPATING ENTITIES

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

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

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

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

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

SECTION 14 SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 15

ENVIRONMENTAL EVALUATION OF THE COOPERATIVE PLAN

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

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

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

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

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

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

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

SECTION 16 HOUSING NEEDS

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

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

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

SECTION 17

COMPREHENSIVE/MASTER PLANNING

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

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

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

SECTION 18

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

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

18.02 Record of Public Participation and Comment.

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

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

SECTION 19

BINDING EFFECT OF COOPERATIVE PLAN

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

SECTION 20

ADMINISTRATION OF THIS COOPERATIVE PLAN

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

SECTION 21

DISPUTE RESOLUTION

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

a. The Parties shall meet to seek a resolution within 10 days following written notice by one Party to the other Party of the breach or dispute.

b. If the issue is not resolved at such meeting or at an extension thereof mutually agreed to by the Parties, either Party may demand mediation. The Parties shall submit to mediation if demanded by either Party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 22

NO CHALLENGES TO THIS COOPERATIVE PLAN

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

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

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

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

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

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

SECTION 23 REMEDIES

In the event of a breach of this Plan;

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

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

SECTION 24 AMENDMENT

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

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

SECTION 25

GOOD FAITH AND FAIR DEALING

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

SECTION 26

INVALID OR INEFFECTIVE ORDINANCE

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

SECTION 27

IMPLEMENTATION

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

SECTION 28

MISCELLANEOUS INTERPRETATION

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

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

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

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

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

SECTION 29

NOTICES

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

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

THE CITY OF OSHKOSH, a Wisconsin Municipal Corporation

Date: 28 January, 2004

By: [Signature], City Manager

APPROVED
[Signature] 01/28/04
CITY ATTORNEY
OSHKOSH, WISCONSIN

Date: 1-28, 2004

By: [Signature] City Clerk

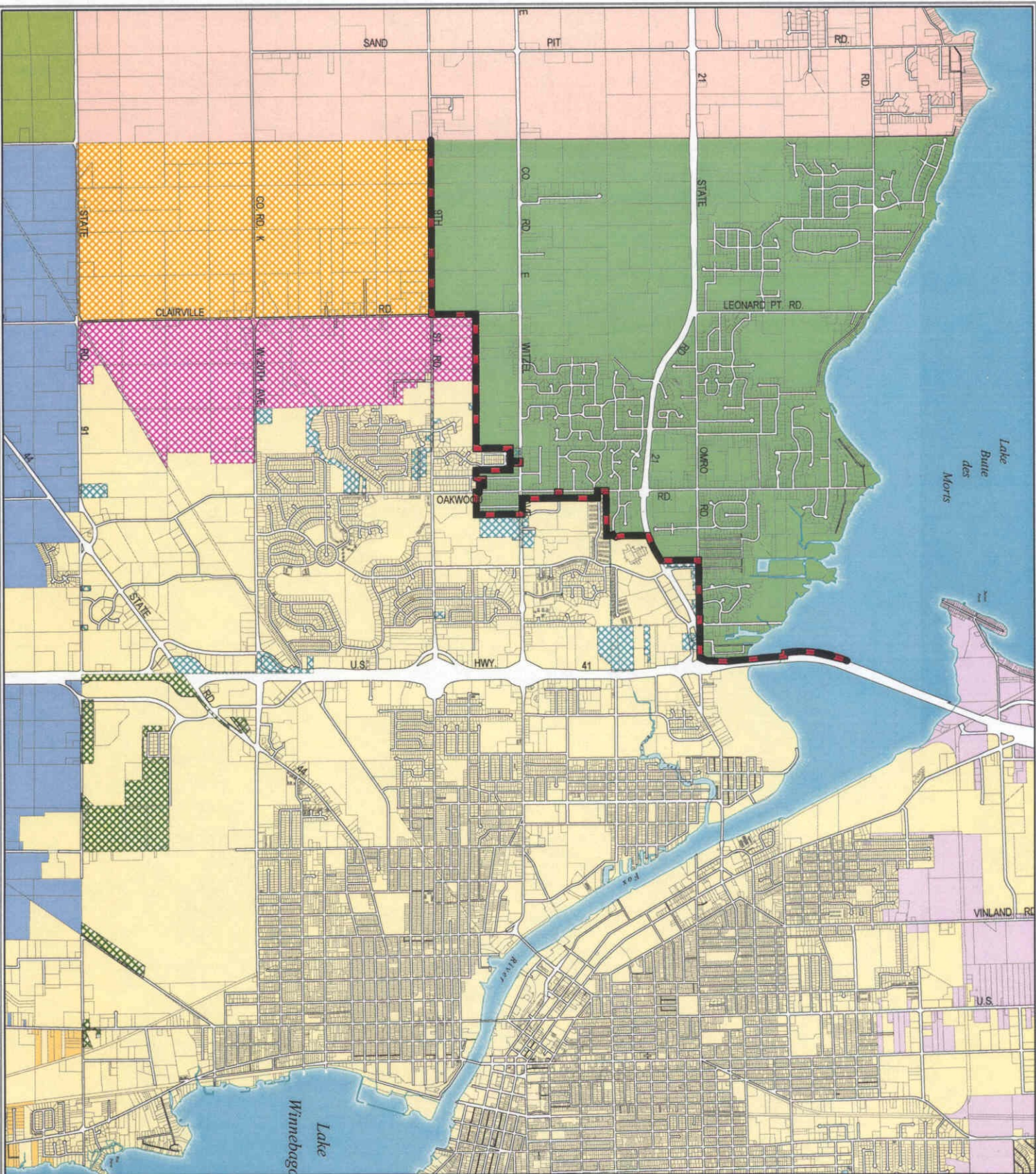
TOWN OF ALGOMA, a Wisconsin Municipality

Date: Jan 21, 2004

By: Kenneth W. Neubauer, Town Chairperson

Date: Jan 21, 2004

By: [Signature], Town Clerk



OSHKOSH
ON THE WATER

City of Oshkosh, Wisconsin
Community Development

EXHIBIT A

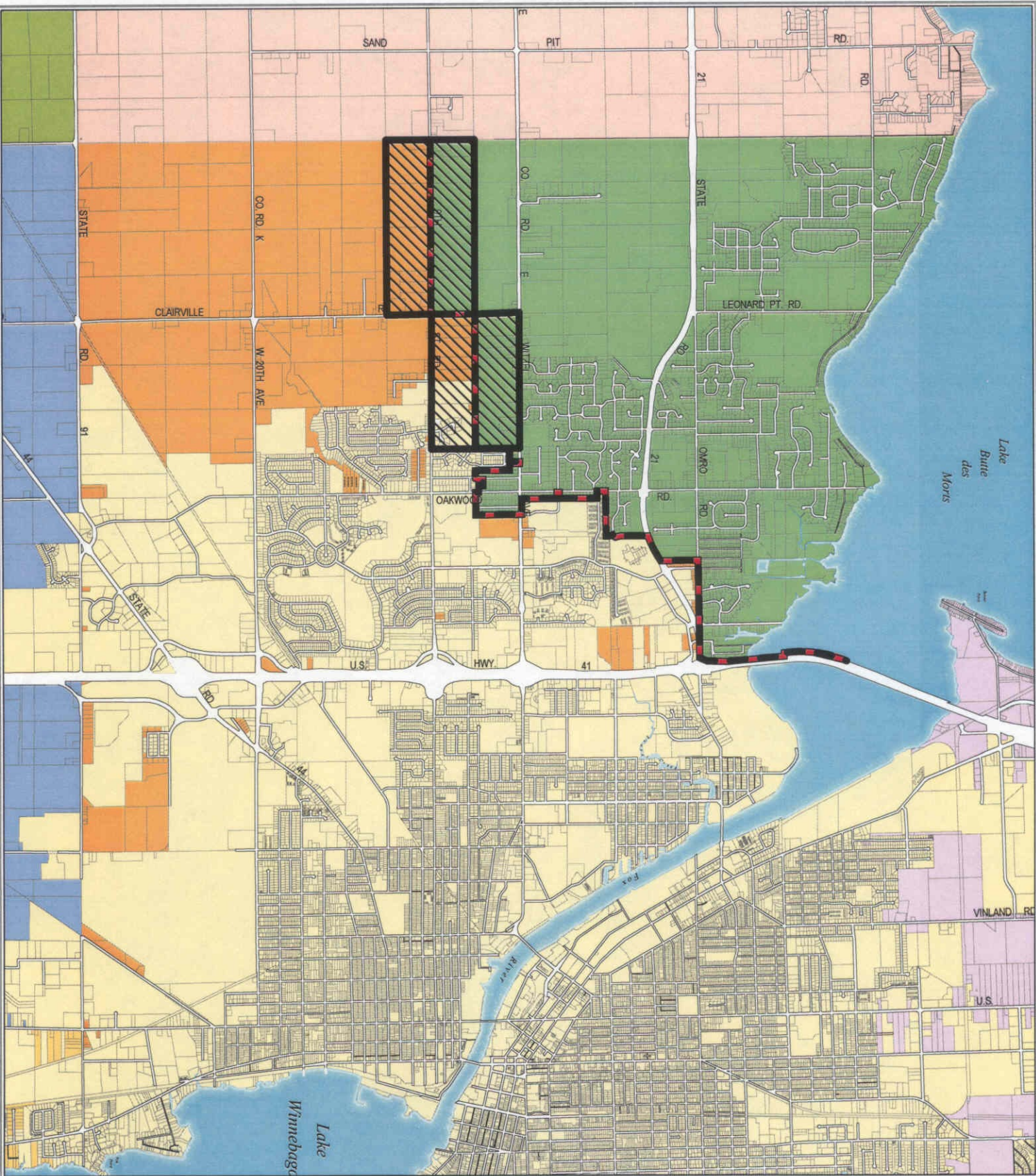
- Protected Area
- City of Oshkosh
- Boundary
- Agreement Line
- Zone A
- Zone B
- Zone C
- Zone D
- Town of Omro
- Town of Utica
- Town of Nekeema
- Town of Black Wolf
- Town of Oshkosh

Scale: 1" = 4,000'

DISCLAIMER

This map is neither a legally recorded map nor a survey and it is not intended to be used as such. The drawing is a compilation of records, data, and other information and is not intended to be used as a legal document. The City of Oshkosh is not responsible for any errors or omissions. If discrepancies are found, please contact the City of Oshkosh.

January 27, 2003



OSHKOSH
ON THE WATER

City of Oshkosh, Wisconsin
Community Development

EXHIBIT B

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

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

Scale: 1" = 4,000'

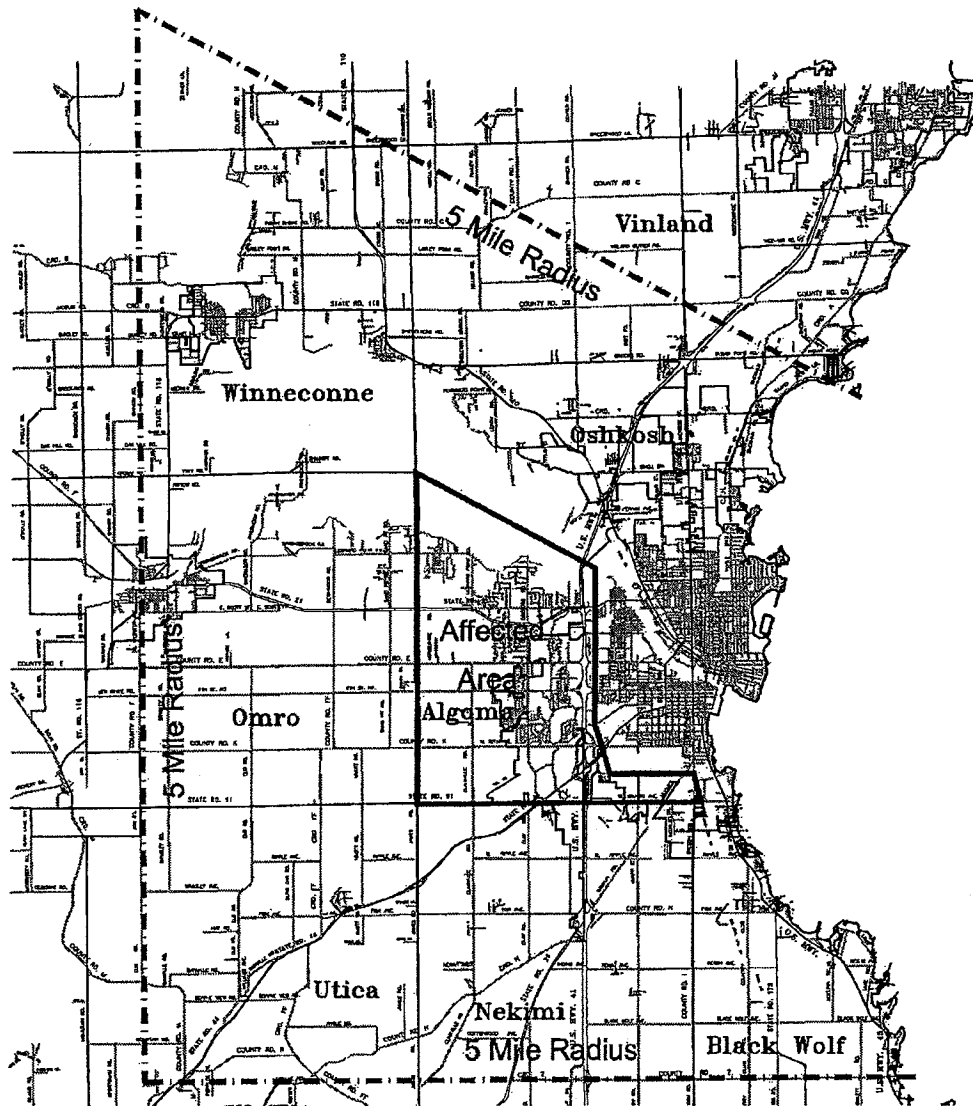
DISCLAIMER

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January 27, 2003

EXHIBIT C- TOWN OF ALGOMA LAND USE PLAN

Exhibit D



Martenson & Eisele, Inc.

Planning - Surveying - Engineering - Architecture
1377 Midway Road, Menasha, WI 54952
Phone (920) 731-0381 Fax (920) 733-8878

www.martenson-eisele.com
info@martenson-eisele.com

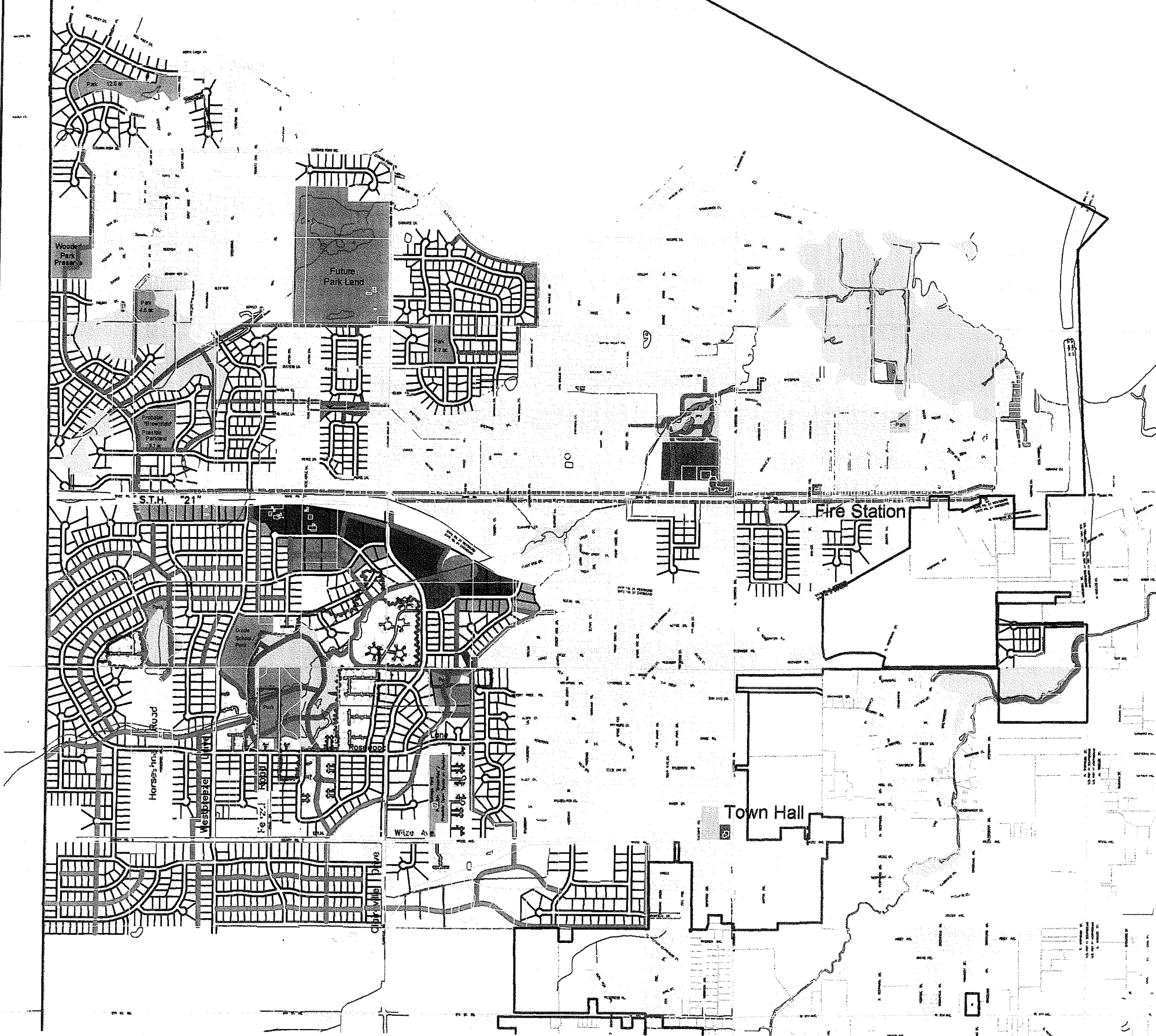
Non Participating Entities
Oshkosh/Algoma Boundary
Agreement Plan

Town of Algoma Comprehensive Plan Amendment

(Adopted June 21, 2001)

Legend

- Stream/Ditch
- Wetland/Conservation
- Existing Park
- Existing Governmental Facilities
- Proposed Park
- Proposed Trail System
- Future Cluster Housing
- Future Governmental
- Future Commercial
- Future Office Park
- Future Two-Family Units



Martenson & Eisele, Inc.
Planning - Surveying - Engineering - Architecture
1919 American Court, Neenah, WI 54956
Phone (920) 731-0381 Fax (920) 733-8578
www.martenson-eisele.com
info@martenson-eisele.com
pnac583909_fnac583905cp_8-15-03



EXHIBIT E

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

Single family dwelling

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

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

Home occupation.

Family day care center.

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

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

Agricultural.

Beekeeping.

Dairying.

Fish farms.

Floriculture.

Forestry.

Fur farms.

Grazing.

Greenhouse.

Hay.

Livestock raising.

Orchards.

Paddocks.

Pasturage.

Plant nurseries.

Poultry raising.

Stables.

Sod farming.

Truck farming.

Viticulture.

Wild crop harvesting.

Raising of:

Cash crops.

Mint.

Grass.

Seed crops.

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

Conditional Uses.

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

EXHIBIT F

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

RESOLUTION

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

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

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

WHEREAS, the intergovernmental agreement is in the public interest;

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

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

"EXHIBIT F"

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

Adopted this 4th day of MARCH, 2003.

By: Richard J. Sparbauer
Richard J. Sparbauer, Chairperson

Attest:

Betsy A. Kunde
Betsy A. Kunde, Town Clerk

Exhibit G

City of Oshkosh Resolution Authorizing Support of Boundary Agreement

FEBRUARY 25, 2003

03-55

RESOLUTION

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

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

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

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

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

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

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

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

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

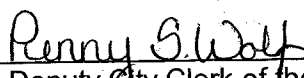
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oshkosh that the Intergovernmental Agreement with the Town of Algoma, **on file in the City Clerk's Office**, is hereby approved and the proper City officials are hereby authorized to execute and deliver the agreement in substantially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

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

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

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

DATED: January 20, 2004


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

FEBRUARY 25, 2003

03-56

RESOLUTION

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

PURPOSE: AUTHORIZE PREPARATION OF COOPERATIVE PLAN/
TOWN OF ALGOMA

INITIATED BY: CITY ADMINISTRATION

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

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

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

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

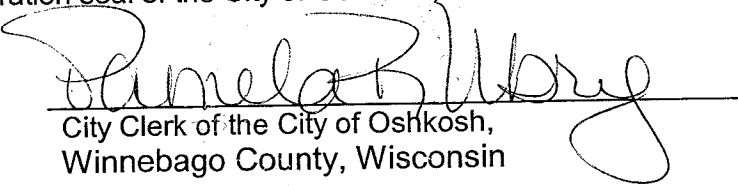
BE IT FURTHER RESOLVED that the City Clerk shall provide notice of this resolution as required by Sec. 66.0307(4)(a), Wisconsin Statutes, and shall, at the appropriate time schedule and notice a joint public hearing on the proposed plan under Sec. 66.0307(4)(b), Wisconsin Statutes.

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

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

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

DATED: January 22, 2004



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

Exhibit H

Record of Public Participation and Comment

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

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

In response to the objections and suggestions noted above:

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

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

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

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

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

City of Oshkosh

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

Town of Algoma

Town Hall
15 N. Oakwood Road
Oshkosh, WI 53904

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

The Plan affects all of the Town of Algoma.

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

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

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

TOWN OF ALGOMA
WINNEBAGO COUNTY, WISCONSIN

MEETING DATE: 12-18-03

GROUP MEETING: Cooperative Boundary Agreement
Public Hearing

ATTENDANCE SHEET

| NAME | ADDRESS | SUBJECT TO SPEAK ON |
|------------------|-------------------------|---------------------|
| Jackson Kinney | 3368 Isaac Lane Oshkosh | |
| CHARLES DINKEL | 1013 WILDE OAK DR. | |
| TAM NOEBEL | 4705 COUNTY RD E | |
| Bruce Noebel | 4705 County Rd E | |
| Paul Orsen | 2580 CLAVILLE RD | |
| Bob Nadelstok | 3016 WYLD OAK CT | |
| Clair Kentopp | 2453 Burnwood Dr | |
| Mark Green | 1553 N. Oakwood Rd | |
| Mark Thompson | 3375 Sheppard DR. | |
| Timothy J. Blake | 1416 Valley Rd. | |
| JOE AVERICKAMP | 4106 STE RD 91 | |
| DEWEY NELSON | 2946 OAKWOOD LANE | |
| RICHARD WALLANAK | 1965 SPRINGDALE DR | |
| Kevin Mraz | 1240 Pheasant Creek Rd | |
| Gray Eakle | 2135 Carlton | |
| Don Soine | 2517 Burnwood Dr | |
| Ken Neubauer | 2997 Claville Rd | |
| DICK SPANBAUER | 3040-5 MELDON DR | |
| Ken Radloff | 2162 JAMES RD. | |
| Wes Radloff | 2041 JAMES RD | |
| Warren Wecht | 3137 N Durkee Ave | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

Call To Order

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

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

Public Comment

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

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

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

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

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

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

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

Public Hearing was closed at 6:32PM.

Respectfully submitted,

Betsy A. Kunde, Clerk
Town of Algoma

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

Name: Kenneth W. Neubauer
Address: 2997 Clairville Rd

☒ I wish to speak.

☐ I do not wish to speak.

Comments:

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

Name: Paul Oiser
Address: 2530 E Mainville W

☒ I wish to speak.

☐ I do not wish to speak.

Comments:

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

Name: Kevin Radloff
Address: 2162 JAMES Rd
OSH KOSH

☒ I wish to speak.

☐ I do not wish to speak.

Comments:

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

Name: DICK SPANBAUER
Address: _____

☒ I wish to speak.

☐ I do not wish to speak.

Comments:

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

Name: Clair Kentopp
Address: 2453 Burnwood Dr

☒ I wish to speak.

☐ I do not wish to speak.

Comments:

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

Name: CHUCK DINKEL
Address: 1013 WYLD E OAK DR.

☒ I wish to speak.

☐ I do not wish to speak.

Comments:

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

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

☒ I wish to speak.

☐ I do not wish to speak.

Comments:

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

Name: Bob Nadalske
Address: 3016 Maple Oak
Oshkosh

☒ I wish to speak.
May 32

☐ I do not wish to speak.

Comments:

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

Name: Kevin Miraz
Address: 1240 Pleasant Creek Drive
OSHKOSH WI 54904

☒ I wish to speak.

☐ I do not wish to speak.

Comments:

3375 Sheppard Drive
Oshkosh, WI 54904

December 31, 2003

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

Re: Oshkosh / Algoma Cooperative Plan

Dear Betsy:

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

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

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

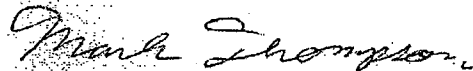
The Algoma Fire Department has jurisdiction over portions of Highway 41 from the center of the Butte des Morts Bridge south to STH 44. Most of the frontage from STH 21 south

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

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

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

Sincerely yours,



Mark Thompson
Supervisor, Town of Algoma

cc: Attorney Richard Yde

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

Locations East of Hwy 41

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

Locations West of Hwy 41

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

Let me know if you have any questions Thanks DCP

January 7, 2004

To: Betsy Kunde, Town Clerk
Town of Algoma

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

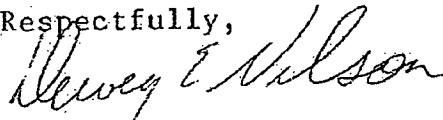
During this time, I have been aware of all the controversies. The main one being the expansion of the City into the Town. Recently, discussions have occurred between the two municipalities on a Boundary Agreement.

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

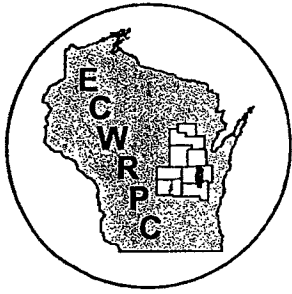
It would be good in the future for both the residents of the Town and the City.

Thank you,

Respectfully,



Dewey E. Nelson



EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

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

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

January 6, 2004

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

Dear Mr. Yde:

ECWRPC No. 2003-353

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

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

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

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

If you have any questions, please contact East Central.

Sincerely,

Harlan P. Kiesow
Executive Director

HPK\jwh

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

JAN 07 2004

Exhibit I
Intergovernmental Boundary Agreement

EXHIBIT I

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF OSHKOSH AND THE TOWN OF ALGOMA

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

RECITALS

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

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AGREEMENT

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

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

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

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

4. *Land Use and Zoning.*

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

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5. *Services and Utilities.*

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

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

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

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

7. *Incorporation Petitions.*

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

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

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

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

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

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

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

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

EXHIBIT I

Dated this 11th day of March 2003.

TOWN OF ALGOMA

By: Richard Spanbauer
Richard Spanbauer, Town Chairperson

By: Betsy A. Kuhde
Betsy Kuhde, Town Clerk

Approved as to Form:

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

Dated this 11th day of March 2003.

CITY OF OSHKOSH

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

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

Approved as to Form:

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

EXHIBIT I

EXHIBIT C

Permitted Uses.

- (1) Single family dwelling
- (2) Accessory structure customarily incidental to the residential principal use when located on the same lot and not occupied by nor involving the conduct of a business or home occupation.
- (3) One boathouse on lots abutting navigable water which, incidental to the residential principal use when located on the same lot not occupied by nor involving the conduct of a business or home occupation.
- (4) Home occupation.
- (5) Family day care center.
- (6) Group homes licensed, operated or permitted under authority of Wisconsin Department of Health and Social Services with 8 or fewer persons.
- (7) Public park, including all accessory structures, parking lots, signage and any other park related structures.
- (8) Agricultural.
- (9) Beekeeping.
- (10) Dairying.
- (11) Fish farms.
- (12) Floriculture.
- (13) Forestry.
- (14) Fur farms.
- (15) Grazing.
- (16) Greenhouse.
- (17) Hay.
- (18) Livestock raising.
- (19) Orchards.
- (20) Paddocks.
- (21) Pasturage.
- (22) Plant nurseries.
- (23) Poultry raising.
- (24) Stables.
- (25) Sod farming.
- (26) Truck farming.
- (27) Viticulture.
- (28) Wild crop harvesting.
- (29) Raising of:
 - a. Cash crops.
 - b. Mint.
 - c. Grass.
 - d. Seed crops.
 - e. Silage.
 - f. Nuts and berries.

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- g. Vegetables.
- h. Barns, silos, etc.

Conditional Uses.

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

Exhibit J
Immediate Attachments

All of U.S. Highway 41

Waukau Avenue

Hughes Street North of Waukau Avenue

Ripon Lane

South Park Avenue from Ripon Lane to Washburn Street

Poberezny Road North of Waukau Avenue

20th Avenue from Washburn Street to U.S. Highway 41

Oakwood Road from Village Lane to Killarney Court

Homestead Drive

9th Avenue from Fox Fire Drive to Linden Oak Drive

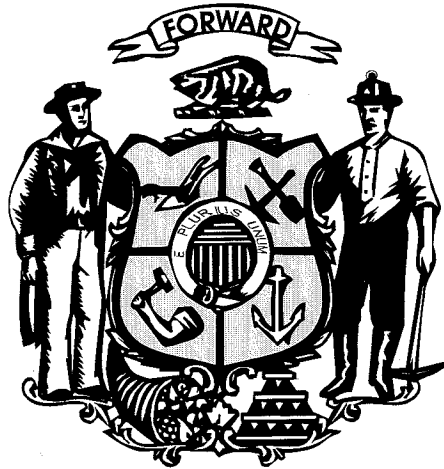
9th Avenue from Graceland Drive to Greenfield Trail

Westhaven Drive from Springmill Drive to Patriot Lane

Washburn Street North of Sawyer Creek

Washburn Street North of 20th Avenue

Maryden Road



WISCONSIN DEPARTMENT OF ADMINISTRATION

**APPROVAL OF THE COOPERATIVE PLAN
BETWEEN CITY OF OSHKOSH AND THE TOWN OF ALGOMA,
WINNEBAGO COUNTY, WISCONSIN**

MAY 2004

Introduction

The cooperative boundary plan procedure as set forth in s. 66.0307, Wis. Stats., affords any combination of cities, villages and towns the opportunity to establish boundary lines and services between or amongst themselves pursuant to a cooperative plan approved by the Wisconsin Department of Administration (Department). Municipalities interested in learning more about this statute are encouraged to review explanatory materials available upon request from the Department. This is the fifteenth cooperative plan submitted to, and approved by, the Department.

On February 19, 2004, the Department of Administration received the *Cooperative Plan Between City of Oshkosh and Town of Algoma* (hereinafter called the "Cooperative Plan," or the "Plan"), that was approved for submission to the Department by the City of Oshkosh on January 28, 2004, and by the Town of Algoma on January 21, 2004.

The purpose of the Cooperative Plan is described in Section 4 of the Plan. The partially urbanized Town of Algoma lies immediately west and in the growth path of the City of Oshkosh. A combination of institutional and economic factors, including a desire by residents to preserve the core of the Town through an incorporation petition (case no. 2001CV000586, for which dismissal will be sought from the Winnebago County Circuit Court subsequent to approval of this Cooperative Plan), the need for both the City and Town to plan for the future location of utilities and an arterial street system to serve the area (due to the future upgrade of State Trunk Highway 21 to freeway status), consideration for the preservation of environmental and historical amenities, the willingness by the governing bodies to establish long-term boundaries between the Town and the City, and the need for long-term land use planning for the area, led to the creation of this Cooperative Plan.¹

The territory encompassed by this Cooperative Plan is shown on Exhibits A and B, and includes the entire remaining Town of Algoma.²

Subsequent paragraphs of this approval document will describe the Plan in more detail. It is important to understand that this approval document is not a complete restatement of the Plan, nor should it be construed as containing all of the nuances and conditions of the Plan. Instead, this approval document is designed to examine the ways in which the Plan complies with the requirements of s. 66.0307, Wis. Stats. This narrative touches mainly on the principal components of the Cooperative Plan, not the specific details. Specific details can be found in the text of the Plan. This approval document is prepared pursuant to s. 66.0307(5)(a), Wis. Stats., which requires that the Department review cooperative plans and agreements and issue findings based on criteria found in s. 66.0307(5)(c), Wis. Stats.

Before a cooperative plan and agreement is submitted to the Department, a joint public hearing is required in order for the participating governing bodies to receive public comment. Pursuant to s. 66.0307(4)(a), Wis. Stats., a joint public hearing was held at the Town of Algoma Town Hall by the City of Oshkosh and Town of Algoma on Thursday, December 18, 2003, commencing at 6 p.m. An affidavit of publication was submitted to the Department along with the Cooperative Plan, and a record of attendees and summary of comments is attached to the Cooperative Plan as Exhibit H.

¹ *Cooperative Plan between City of Oshkosh and Town of Algoma* (January 16, 2004), pp. 4-7.

² *Ibid*, pp. 34-35.

Attachments to this Cooperative Plan contain copies of authorizing resolutions, Exhibits "F" and "G," approved by the City and Town, along with separate affidavits of mailing/service to the governmental units entitled to notice pursuant to s. 66.0307(4), Wis. Stats. Those agencies and institutions served include the Wisconsin Department of Natural Resources (WDNR), Wisconsin Department of Transportation (WisDOT), the Wisconsin Department of Agriculture, Trade and Consumer Protection (WDATCP), East Central Wisconsin Regional Planning Commission, Winnebago County Planning and Zoning, area school districts, universities and vocational and technical colleges, municipal clerks, town sanitary districts, the county clerk of Winnebago and Fond du Lac Counties, and this Department.

Following approval of a cooperative plan by the governing bodies of the participating municipalities, and prior to submission to the Department, an advisory referendum may be conducted if requested by qualified electors. In this instance, no formal advisory referendum was requested prior to submission of this Cooperative Plan to the state.

Following receipt of a cooperative plan by the Department, a public hearing conducted by the Department may be requested, or the Department may, on its own motion, conduct a public hearing. In this instance, no such requests have been received. The Department believes that the purpose of this Cooperative Plan is clear and that the information submitted to the Department is sufficiently adequate so that no additional public hearing is necessary.

Description of territory covered by the Cooperative Plan

Boundary Modification Area

As described in the Plan, the jurisdictional area of the Plan is depicted on Exhibit Maps A and B, attached to the Cooperative Plan as pages 34 and 35, and also a "1000 scale" Exhibit Map. The territory comprises all of the remaining US Public Land Survey Township of Algoma, Town 18 North, Range 16 East, including several town islands located east and west of US Highway 41, and surrounded by the City of Oshkosh (within existing City of Oshkosh territory lying west of the Fox River and Lake Winnebago, there are numerous Town islands and peninsulas included in this Plan), and the remaining contiguous town lands lying between the Town of Omro to the west, Lake Butte des Mort to the north, and Town of Nekimi to the south.

Approval Criteria Applicable to the Department

A cooperative plan shall be approved by the Department if the Department determines that all of the following numbered criteria from s. 66.0307(5)(c), Wis. Stats., apply:

- (1) The content of the plan under sub. S. 66.0307(3)(c) to (e) is sufficient to enable the Department to make the determinations under subds. 2 to 5m.***

This Cooperative Plan contains sufficient information³ to enable the Department to approve it. Information required by statute, and provided by the parties, includes the following:

³ In conjunction with additional explanatory information contained in existing land use and development plans adopted by the Town of Algoma (*The Town of Algoma Land Use and Development Plan* (1995), and *Land Use Plan Amendment* (2001); and City of Oshkosh (*Urban Growth Plan—Recommendations for Peripheral Area Land Use and development* (1990), *City of Oshkosh Comprehensive Plan* (1993), *Pedestrian and Bicycle Circulation Plan* (1998), *Southwest Industrial Park Expansion Area Site Master*

Identification of current land use conditions of the territory designated by the proposed agreement; identification of a time period specifying the duration of the cooperative agreement, identification of boundary change areas and the conditions for the changes and when they may occur; a statement as to why the boundary area is appropriate; the availability of services and the method for provision of services to the identified territory; maps that sufficiently identify the area of the Cooperative Plan; fiscal activities necessary for the planned territory; potential environmental consequences of the plan have been considered and evaluated; housing activities within the area affected by the plan are described; all permits, ordinances and sources of jurisdiction necessary are identified for plan activities to occur within the territory – either before or after attachment to the city; the plan contains evidence that opportunities for public comments were provided during preparation of the plan;⁴ and finally, the plan is consistent with applicable state and federal codes, and with adopted city, town, county and regional plans.

(2) *The cooperative plan is consistent with current state laws, municipal regulations and administrative rules that apply to the territory affected by the plan.*

This Cooperative Plan was reviewed by staff from the East Central Wisconsin Regional Planning Commission (ECWRPC), and found to be consistent with regional plans and regulations.⁵ ECWRPC is the designated metropolitan clearinghouse for the ten-county East Central Region. ECWRPC advises on the development and implementation of NR-121, Wis. Admin. Code, for the Oshkosh Sewer Service Area Plan (which includes review and consideration for development limitations within designated environmental corridors, shoreland, floodplain, and wetland areas). By letter dated January 6, 2004, ECWRPC indicates that they will include the Planning Area within this agreement in their 2004 comprehensive plan update for the Oshkosh Sewer Service Area.

Pursuant to s. 66.0307 (4) (c), Wis.Stats., the Cooperative Plan was shared with Winnebago County Planning and Zoning Department. Although the County did not officially provide comments, county staff indicated to the Department that the county will cooperate with the Town and City in implementation of this Cooperative Plan. Currently platting (including land subdivision) and zoning authority resides with the County, and will remain so until such time as the Town and City are able to jointly begin implementing extraterritorial zoning over the territory following the procedure specified in s. 62.23 (7) (a), Wis.Stats., as provided for in the Cooperative Plan.⁶

Plan (2001), and *Southwest Area Sanitary Sewer Study* (2002)), that relate to the territory involved in this Cooperative Plan. At the request of the Department, the City of Oshkosh prepared a supplemental map that identifies road right-of-way segments enumerated in Exhibit J that are subject to immediate attachment upon approval of the Plan by the DOA.

⁴ The Department received several letters and phone calls concerning the nature of the private negotiating process which preceded the initiation of this Cooperative Plan. Notwithstanding these private sessions (which are not atypical among local governments choosing to enter into intergovernmental agreements), the subsequent public notification, hearing requirements, and opportunities for public comment and potential plan refinement required by this statute were met.

⁵ Cooperative Plan, Exhibit H, p. 18.

⁶ Although the fact that zoning and subdivision control will reside with the County until such time as extraterritorial powers are initiated by the City as envisioned by the Cooperative Plan, this can only be inferred from the text. In order to inform landowners and electors how attachment of territory along with current and future planning, zoning, and subdivision activities will work in practice, and to ease the transition from one system to another, the Town and City are drafting an explanatory pamphlet for this purpose (communication from Jackson Kinney, City of Oshkosh Community Development Director,

The preceding agency comments, along with the Department's analysis of this Cooperative Plan, suggest that the Plan as approved by the local governing bodies should not be in opposition to existing law. Existing and proposed development within the territory of the Cooperative Plan will be consistent with local, state, and federal laws.

(3) *Adequate provision is made in the cooperative plan for delivery of necessary municipal services to the territory covered by the plan.*

The Department finds that adequate provision has been made for delivery of municipal services.

Municipal water and sewer

Municipal service provision varies according to the location of Town territory at issue. Exhibit A, a map, identifies the Town "protected area," existing City of Oshkosh territory, and four categories of "expansion" territory, each with their own unique locational attributes, that will transition into the City during or following the term of the agreement. Approximately 65% of the Town "protected area" is served by the existing Town Sanitary District, for which development of a public water supply system is already under way (deep wells were constructed in 2003, ultimately the system will replace existing private wells). The Sanitary District owns and operates the sanitary sewer collection system in the Town, and receives treatment through an existing agreement with the City. The City's wastewater treatment plant was upgraded in 1998 to treat a daily flow of 20 million gallons per day (MGD), and received an average of 12.8 MGD in 2001, indicating that sufficient capacity is available to serve both "protected" and "expansion" areas.

The four categories of existing Town territory designated as City "expansion areas" (as characterized on Exhibit A), will ultimately receive water and sewer service from the City according to terms specified in the Cooperative Plan (during the 10-, 15-, 20-, and 40-year expansion time frames). Under the terms of the Agreement, services may be provided prior to annexation or attachment if certain conditions are met (if services "could be made available...", and land owners "...unanimously agree to delay attachment for 5 years after service is available...."⁷

Stormwater management

Stormwater in the Town is currently handled by a system of ditches. The *Town of Algoma Land Use and Development Plan* (1995), pages 25-26, describes the challenges brought about by the relatively flat topography, and recommends use of detention/retention facilities as urban development occurs in the Town. Exhibit C, the *Comprehensive Plan Amendment* (2001), illustrates a proposed park and conservation area system designed to address this issue within the "protected area." For "expansion areas" "C" and "D" south of 20th Avenue, westward to Clairville Road, and southward to STH-44 (outside of the Cooperative Plan area), the City's *Southwest Industrial Park Expansion Area Site Master Plan* (April 2001)) outlines the approaches to stormwater management either currently in place or envisioned by the City and

March 24, 2004). Current permitted and conditional uses (according to the City of Oshkosh and Winnebago County zoning ordinances are listed in Exhibit E, p. 38, and the process for attachment is contained in Sections 9 through 11. Exhibit J contains local roads and streets which will attach on January 1, 2005. For the most part, these road rights-of-way are associated with property lying in Zones A and B.

⁷ Cooperative Plan, pp. 21-22.

CHAMCO (a non-profit industrial development company). Proposed treatments include a combination of 40-foot drainageway easements along lot lines, storm sewer piping, regional treatment/retention ponds, and overland conveyance using non-navigable environmentally sensitive drainageways and buffer strips (when excessive flooding occurs).

Public protection services (police and fire)

Currently the Winnebago County Sheriff provides police services with the Town. As territory transitions to the City, law enforcement responsibilities will shift to the City. Fire protection in the Town is provided by a 35-member volunteer department operating out of a single station at the intersection of Omro and Oakwood Roads.

The City's Police Department operates out of the Safety Building at 420 Jackson Street, which is situated adjacent to City Hall. Based on the number of police officers cited on page 22, the City currently maintains a ratio of 1.6 police officers per 1,000 people.

Areas within expansion Zones A and B include minimal levels of existing development, and the areas are situated within the general bounds of one or more of the City's seven existing patrol areas, so it would not be anticipated that additional personnel will be required in order to provide appropriate levels of police services to these areas.

It's anticipated that over the next 20 years the City will grow into the Zone C area, and this will necessitate a re-evaluation of patrol areas, and it's anticipated that based on that growth and the eventual attachment of Zone C to the City, an additional patrol area will be provided and additional police officers will be added to maintain the current ratio of police officers per 1,000 people in the City. This same situation would occur as the City grows into Zone D.

The City has no current plans for establishment of satellite police facilities in new growth areas. However, as the City continues its future growth it can be anticipated evaluations will be required concerning the need and appropriateness for creating such satellite facilities, possibly in combination with new fire station development.

The City is currently protected by a full time fire department responding from 6 fire stations with an ISO rating of 2. Total staff for the department is 103. The City operates 4 front line engine companies, 2 quints (combination engine and ladder company), 1 heavy rescue, a grass/brush fire unit, 1 command car, and 6 paramedic ambulances (2 front line, 4 cross staffed with engine companies). The Fire Department also staffs 3 airport fire apparatus at its Wittman Regional Airport station, and 2 hazardous materials units. Reserve equipment includes 2 engines, 1 ambulances, and a variety of support vehicles.

The City could provide protection to the annexation area in Zones A, B and C (within 20 years, or sooner) from it's current fire station locations and still meet response time goals of the first company arriving in 5 minutes or less 90% of the time. The station that responds first and is likely to provide protection to most of this area is Station 16 near the intersection of 9th Avenue and Washburn Street, and the other station serving this area is Station 14 at 20th and Knapp Street. As further annexation and development occurs west of Clairville and potentially in combination with development to the south an additional fire station location may be needed. The fire department evaluates response times and call volume on an annual basis and has conducted fire station location studies on 10-year basis. A formal location study may be done more or less frequently depending upon analysis of annual data trends.

Ambulance services

According to terms specified in the Cooperative Plan, the city has already contracted with the Town of Algoma to provide ambulance service and began this coverage on January 1, 2004. This service is provided from the City's current fire station locations. Two front line and four cross-trained staff ambulances are available for response, which are all staffed with Paramedics. Primary response for this area is from Station 16 at 9th and Washburn Streets. Response times from January 1, 2004 through March 31, 2004 have been under 12 minutes 94.7% of the time and under 9 minutes 63% of the time.

The current contract calls for an \$8.75 per capita subsidy, which is covered by a donation on behalf of the contracted municipalities by Aurora Medical Center and a non-resident fee of \$150.00 per ambulance transport, in addition to the standard fees charged by the city. This contract term is for 5 years ending on December 31, 2008.

Parks, recreation, and historic areas

The *Town of Algoma Land Use and Development Plan* (June 1995), Figure 14, identifies extensive park and openspace lands, principally in the "protected" area of the Town. The Town has also acted to account for and preserve identified historic places and archaeological sites (*Cooperative Plan*, p. 6). For the City expansion areas A-D, the City's Comprehensive Plan (1993) identifies open space goals and actions (section E-1 through E-7) that will apply to the lands as the annex or are attached, according to "Park and Outdoor Recreation Facility Standards" (section E-8 through E-10). The City also identified community and neighborhood park deficiencies, and proposed new community, neighborhood, playlots or mini-parks, and special purpose parks (section E-14 through E-18). Both the Town and City are addressing environmental and public access issues associated with Sawyer Creek, along with pedestrian and bicycle trails that will further link the Town and City (*Cooperative Plan*, p. 6).

(4) Any boundary maintained or any boundary change under the cooperative plan is reasonably compatible with the characteristics of the surrounding community, taking into consideration present and potential transportation, sewer, water and storm drainage facilities and other infrastructure, fiscal capacity, previous political boundaries and shopping and social customs.

Political boundaries

The "expansion" and "protected" areas directly affect the Town of Algoma and the City of Oshkosh. Upon fulfillment of the Cooperative Plan, the City and "protected" area of the Town will border the Town of Omro to the West. To the south, the City already borders, and has annexed into, the Town of Nekimi. This Cooperative Plan provides for the elimination of existing Town of Algoma islands and peninsulas that create inefficiencies and confuse service delivery (see Exhibit A). Extending the City municipal limit line further west will increase the amount of territory in the Towns of Omro, Utica, and Nekimi that is currently subject to extraterritorial jurisdiction.

As stated by the participants, this Cooperative Plan is, to a great extent, a consensual ratification of past plans, with the intent that the Cooperative Plan will provide development direction and assure the efficient provision of urban services for anticipated urban growth.

Present and potential transportation systems

Future road networks are described in Section 4.02 of the Cooperative Plan, where the City and Town recognize the need to cooperatively plan, in conjunction with the Wisconsin Department

of Transportation (WisDOT), the upgrade of STH 21, and the location of related arterial and local streets. Both the City's *Southwest Industrial Park Expansion Area Site Master Plan* (2001), and the *Town of Algoma Land Use and Development Plan* (1995, and amended 2001) contain recommendations for transportation-related facilities.

Sewer, water and storm drainage facilities and other infrastructure

See the prior discussion on preceding pages 4 and 5.

Fiscal capacity

Year 2002 statistics from the Wisconsin Department of Revenue indicate that for that year, the Town of Algoma had no general obligation debt, with an allowable debt capacity of \$19,087,470. The comparable statistic for the City of Oshkosh is \$137,473,475 in general obligation debt, with a remaining capacity of \$36,357,384. In 2002, both communities realized a slight surplus of municipal revenues over municipal expenditures.⁸ For these reasons, and due to the availability of financing mechanisms other than general obligation debt, the Department concludes that the Town and City are capable of financing a full range of municipal services to those areas destined to be served according to provisions within the Cooperative Plan.

Shopping and social customs

From inspection of various City and Town land use, comprehensive, and special-area plans, retail/commercial districts related to the territory in the agreement either currently exist, or envisioned to be sited, adjacent to the USH "41," or STH "21" corridors. The Department finds that build-out of the *Cooperative Plan* will likely strengthen existing shopping patterns. A very large and comprehensive indoor community recreation center, the Oshkosh Community YMCA on 20th Street, is located in Town territory that will transfer to the City.

For all of the above-mentioned reasons, the Department finds that the standards set forth in s. 66.0307(5)(4), Wis. Stats., have been met.

(5) The shape of any boundary maintained or any boundary change under the cooperative plan is not the result of arbitrariness and reflects due consideration for compactness of area. Considerations relevant to the criteria under this subdivision include quantity of land affected by the boundary maintenance or boundary change and compatibility of the proposed boundary maintenance or boundary change with natural terrain including general topography, major watersheds, soil conditions, and such features as rivers, lakes and major bluffs.

The jurisdictional transfer of territory proposed by this Cooperative Plan will result in a more logical boundary than currently exists by eventually eliminating Town islands and peninsulas, concluding with a boundary that follows (for the most part) easily identifiable distinctions between land use types, parcel sizes, and straight lines. This Cooperative Plan will reinforce the City's existing westerly growth, while likely causing the Town's "protected area" to become a more cohesive political unit over time. As described previously, land use planning, as well as the actions envisioned by this Cooperative Plan, have taken environmental and

⁸ *County and Municipal Revenues and Expenditures 2002*, Wisconsin Department of Revenue. Available on the internet at: <http://www.dor.state.wi.us/lfa/cmreb02.pdf>; and <http://www.dor.state.wi.us/lfa/02aadebt.pdf>.

cultural issues, into account. With or without this Cooperative Plan, this area would have urbanized over time due to its central location in the greater Oshkosh-Appleton metropolitan area.

Environmental protection

The Town and City indicate that no new environmental effects of a significant nature will result from the proposed boundary changes⁹, and the Department concurs. This Plan "...will promote cooperation between the City and the Town to protect...(environmental) resources."

(5m) The cooperative plan adequately identifies and addresses the significant adverse environmental consequences to the natural environment that may be caused by the proposed physical development of the territory covered by the plan, the municipalities submitting the plan have adequately identified and considered alternatives to minimize or avoid the significant adverse environmental consequences, the proposals in the plan for compliance with federal environmental laws or regulations and state environmental laws or rules are adequate and the need for safe and affordable housing for a diversity of social and income groups in each community has been met.

Significant adverse environmental consequences

As identified earlier in this review, the City and Town indicate that no new environmental effects of a significant nature will result from the proposed boundary changes.

Housing

The Town has a high percentage (96%) of owner occupied housing, and of the total dwelling units within the Town, 96% of those (1,900 units) are located in the "protected area." In contrast, of the City's (2000) total occupied housing units, roughly 57% were owner-occupied. The City Expansion Areas "C" and "D" will provide additional opportunity for various existing housing programs to achieve the goals set forth in the *Comprehensive Plan* (1993), pages D1-6.

Historically significant resources

Historically significant resources (required by s. 66.0307 (3) (c) (6), Wis.Stats.) are briefly discussed in the Cooperative Plan on page 6. The parties have utilized the Wisconsin State Historical Society's (WSHS) Wisconsin Architecture & History Inventory (AHI) to identify historic places currently listed on the state or national register of historic places.

Alternatives considered

As the content of this Plan was negotiated by the Town and the City, alternatives to "urbanization" were considered but determined to be infeasible given the location of the area within the Oshkosh-Appleton metropolitan area.¹⁰

(6) Any proposed planning period exceeding 10 years is consistent with the plan.

The 60-year duration of the Plan is determined by the Department to be consistent with the objective of protecting existing town landowners from annexation against their will, and for the projected build-out to occur in conjunction with the provision of full urban services by the City¹¹ along with realization by the Town of proposed development within the Protected Area.

⁹ Cooperative Plan. Section 15, pages 23 and 24.

¹⁰ Ibid., p. 23.

¹¹ Ibid. Section 6, page 8.

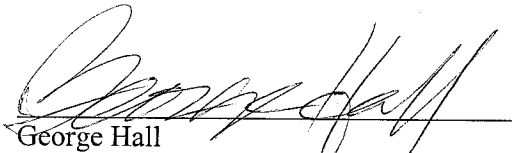
Approval

This "Cooperative Plan Agreement" meets the statutory criteria of s. 66.0307, Wis. Stats. Pursuant to authority found in s. 66.0307(5), Wis. Stats., the Wisconsin Department of Administration hereby approves the "Cooperative Plan Between the City of Oshkosh and the Town of Algoma; Final Version Dated January 16, 2004."

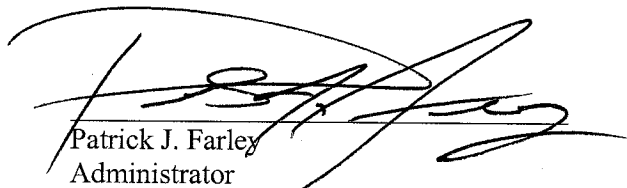
Henceforth, amendments or revisions to the "Cooperative Plan Agreement" can only occur with the approval of the Town of Algoma and the City of Oshkosh, and with the concurrence of the Wisconsin Department of Administration or any successor agency granted the authority to administer the provisions of s. 66.0307(8), Wis. Stats. This "Cooperative Plan" is effective from today's date, and remains in effect pursuant to the language and terms contained therein.

Dated this 19th day of May, 2004.


By the Wisconsin Department of Administration:



George Hall
Municipal Boundary Review
Division of Intergovernmental Relations
Wisconsin Department of Administration



Patrick J. Farley
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