



**Common Council Chambers**  
8040 S. 6<sup>TH</sup> Street  
Oak Creek, WI 53154  
(414) 766-7000

**COMMON COUNCIL MEETING ADDENDUM**  
**FEBRUARY 19, 2018**  
**7:00 P.M.**

Daniel Bukiewicz - Mayor  
Steven Kurkowski – 1<sup>st</sup> District  
Greg Loreck – 2<sup>nd</sup> District  
Richard Duchniak – 3<sup>rd</sup> District  
Michael Toman – 4<sup>th</sup> District  
Kenneth Gehl – 5<sup>th</sup> District  
Chris Guzikowski – 6<sup>th</sup> District

**The City's Vision**

*Oak Creek: A dynamic regional leader, connected to our community, driving the future of the south shore.*

**ENGINEERING**

19. **Resolution:** Consider Resolution No. 11915-021918, approving the Oakview Business Park CSM Development Agreement.

***Adjournment.***

**Public Notice**

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, by fax at 766-7976, or by writing to the ADA Coordinator at the Oak Creek Health Department, 8040 S. 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice



## COMMON COUNCIL REPORT

Item: OakView Business Park CSM Development Agreement

Recommendation: That the Common Council adopts Resolution No. 11915-021918, approving the OakView Business Park CSM development agreement for the design and installation of public improvements at 300 W OakView Parkway (Tax Key No. 955-1031-000)(Project No. 18051)(5<sup>th</sup> Aldermanic District)

Fiscal Impact: None. Developer pays for all improvement costs.

- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
  - Thoughtful Development and Prosperous Economy
  - Safe, Welcoming, and Engaged Community
  - Inspired, Aligned, and Proactive City Leadership
  - Financial Stability
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

Background: This development agreement is for the installation of public roadway, street lighting, and storm sewer to serve an industrial building development. WisPark, LLC, is the developer for the construction of the improvements. The Common Council approved a Certified Survey Map for the Parcel by Resolution 11770-120616 at the December 6, 2016 meeting. The developer has worked with the Utility and Engineering Departments for the required improvements. This agreement will provide the City with the authority to direct and control the design and construction of the required public improvement to ensure they meet City codes and specifications.

Options/Alternatives: None.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Brian L. Johnston, PE  
Assistant City Engineer

Fiscal Review:

Bridget M. Souffrant  
Finance Director/Comptroller

Approved:

Michael C. Simmons, PE  
City Engineer

Attachments: Resolution 11915-021918, Development Agreement

**RESOLUTION NO. 11915-021918**

**BY:** \_\_\_\_\_

**RESOLUTION APPROVING THE  
OAKVIEW BUSINESS PARK CSM  
DEVELOPMENT AGREEMENT**

**TAX KEY NO. 955-1031-000**

**(5<sup>TH</sup> ALDERMANIC DISTRICT)**

BE IT RESOLVED that Chapter 14 of the Municipal Code requires that a development agreement be entered into first, prior to the required public improvements being installed.

BE IT FURTHER RESOLVED that the Development Agreement attached hereto and incorporated herein by reference, by and between WISPARK LLC, a Wisconsin limited liability company, as party of the first part, and the CITY OF OAK CREEK, as party of the second party, be and the same is hereby approved.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19<sup>th</sup> day of February, 2018.

\_\_\_\_\_  
President, Common Council

Approved this 19<sup>th</sup> day of February, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

VOTE: Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_

Document Number

OAKVIEW BUSINESS PARK  
CSM  
Development Agreement  
Document Title

Recording Area

Douglas W. Seymour, Director  
Dept. of Community Development  
8040 S. 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Name and Return Address

955-1031-000

Parcel Identification Number (PIN)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between WISPARK LLC, a Wisconsin limited liability company, (hereinafter referred to as the "Developer", 231 W Michigan Street, P423, Milwaukee, WI 53203, hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City";

WITNESSETH:

WHEREAS, the Developer proposes to develop the following described lands situated in the City of Oak Creek, County of Milwaukee and State of Wisconsin, to-wit:

All that part of Lot 1 of Certified Survey Map No. 8719, recorded on August 31, 2015 in Milwaukee County Register of Deeds Office as Document No. 10494590, located in the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of the Northeast 1/4 of said Section 32; thence North 01°06'28" West along the east line of said Northeast 1/4 section, 58.02 feet; thence South 88°53'32" West, 75.00 feet to the west line of South Howell Avenue (State

Trunk Highway "38") and a southeast corner of Outlot 1 of Certified Survey Map No. 8702; thence South 70°54'30" West along the northerly line of West Oakview Parkway, 37.39 feet; thence South 88°46'51" West along said northerly line, 354.51 feet to a point of curve; thence northwesterly 78.54 feet along said northerly line and along the arc of said curve to the right whose radius is 50.00 feet and whose chord bears North 46°13'09" West, 70.71 feet to a point of tangency; thence North 01°13'09" West along said northerly line, 10.00 feet to the point of beginning;

Thence continuing North 01°13'09" West, 27.81 feet to a point of curve; thence northwesterly then southeasterly 329.87 feet along the arc of said curve to the left whose radius is 70.00 feet and whose chord bears South 43°46'51" West, 98.99 feet to the westerly line of said West Oakview Parkway; thence North 01°13'09" West along said westerly line 52.18 feet to the northerly line of said West Oakview Parkway; thence North 88°46'51" East along said northerly line 70.00 feet to the point of beginning.

Containing in all 12,792 square feet (0.2937 acre) of lands, more or less.

WHEREAS, the Developer has submitted a Certified Survey map, encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City for the purpose of creating a 3-lot development, and

WHEREAS, the proposed Certified Survey Map was approved by the Plan Commission and Common Council of the City as required by law, subject, however, to the Developer entering into an agreement with the City relative to certain undertakings and/or actions to be performed by the Developer prior to approval by the City, and

WHEREAS, S.236.13(2)(a), Wis. Stats., and Chapter 14 of the Municipal Code of the City, provide that as a condition of approval, the Common Council of the City of Oak Creek may require that the Developer make and install any public improvements reasonably necessary, and

WHEREAS, the City's Capital Improvement plan and budget does not now include funds necessary to install improvements for this development, and

WHEREAS, the City believes that the orderly, planned development of the said lands will best promote the health, safety and general welfare of the community, and hence is willing to approve the proposed development providing that the Developer agrees to undertake and assume certain obligations and conditions and/or performed as hereinafter described, and

NOW, THEREFORE, in consideration of the payment of \$1.00, and in consideration of the mutual covenants listed below, the parties agree:

1. The proposed Certified Survey Map is served and will benefit by the existing sanitary sewer and water main as installed within easements on the property and

along W. Oakview Parkway.

2. Special Assessments and Waiver - There are no outstanding special assessment payments required for this agreement. The Developer shall sign the Waiver of Special Assessment Notice and Hearing attached as Exhibit B.
3. Time Period to Install Improvements - The Developer, entirely at his expense, shall complete the public improvements as described in Exhibit A.
  - A. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate all public improvements to the City. Dedication of public improvements shall occur prior to the issuance of building occupancy and/or the termination of this agreement.
  - B. In the event the Developer does not complete the installation of improvements, the City shall, upon written notice to the Developer, have the authority to complete same and take title of the improvements. The City shall, without notice of hearing, impose a special assessment for the amount of said completion costs, upon each and every building site (or tax key parcel) fronting on the proposed road as shown on the Certified Survey Map, payable with the next succeeding tax roll.
  - C. In accordance with Section 3.06 of the Oak Creek Municipal Code and under Sections 66.0703 and 66.0701 of the Wisconsin Statutes and other statutory provisions, the City may exercise its power to levy special assessments for the required improvements that shall benefit the development.
4. Items Prior to Construction - Prior to the commencement of construction of required improvements, the City Engineer shall ensure that the following requirements are met:
  - A. Approval of plans required in Exhibit A.
  - B. Developer has issued a notice to proceed to his contractor(s).
  - C. Developer and City have arranged a preconstruction conference.
  - D. All pertinent approvals have been attained from the Milwaukee Metropolitan Sewerage District, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Transportation or other required jurisdictional agencies. The review and approval of sanitary sewer plans by the City (and its Utility) and MMSD occur independently. Approvals are based in part on each system's ability to handle the proposed additional sanitary sewer waste flows.

- E. Arrangements made for the City to inspect the proposed construction.
5. Prior to the Issuance of Building Occupancy – Only upon final certification by the City Engineer that all of the required public improvements and requirements as outlined in this agreement are constructed, inspected and found to be in compliance with City requirements and, 1.) proof of the public infrastructure costs associated with streets, sewers, water main, lights, trees, etc., have been filed with the City Finance Director; 2.) lien waivers shall be filed with the City Engineer as proof that all subcontractors have been paid, shall building occupancy be issued for the site.
  6. Reimbursement of Costs - The Developer shall reimburse the City for all outstanding fees, expenses, costs, and disbursements which were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the development's improvements covered by this agreement. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials.
  7. Workmanship Guarantee - Developer shall guarantee the public improvements described in Exhibit A, against defects due to faulty materials or workmanship, for a period of one year from the date of dedication; i.e. at issuance of building occupancy or at close out of the agreement. Pursuant to Paragraph 9(B), the Developer shall establish a security deposit, in an amount not less than 10% of construction costs of the sanitary sewer and water main, to cover the guarantee period for each of these public improvements (part of the "collateral"). The maintenance obligations regarding the streets and street lighting shall begin upon completion of the asphalt binder course installation. Responsibility for the streets and street lighting will be assigned as follows:
    - A. Pavement maintenance, including any repairs and street sweeping, shall be the Developer's responsibility. Snow plowing will be the City's responsibility after acceptance and dedication of the improvements.
    - B. Street lighting maintenance, including any repairs or knock downs, shall be the Developer's responsibility. The Developer is required to provide street lighting until the development has been dedicated to the City.
    - B. If street repairs, plowing, street sweeping and/or street lighting are not satisfactorily performed by the Developer; the City shall perform such with its own forces and charge the Developer accordingly for actual manpower, equipment and materials, plus 25% administration and overhead. Developer's responsibility with respect to the streets and street lighting shall terminate upon dedication of the streets to the City.

8. Hold Harmless - The Developer shall indemnify and save harmless the City, its officers, agents and employees, from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever is owed, which may in any manner result from the negligent construction or maintenance of improvements by the Developer pursuant to the terms of this agreement, the violation of any law or ordinance, the infringement of any patent, trademark, tradename or copyright, and the use of road improvements prior to their formal dedication to the City as provided in Paragraph 4 thereof.

9. Financial Guarantees

A. Letters of Credit/Bonds – No bonds or letters of credit are required for this development.

B. Security Deposit

Prior to and as a condition of prior to the issuance of a building permit, the Developer shall deposit the Collateral to secure the prompt, full and faithful performance by Developer of each and every provision of this agreement and all obligations of the Developer hereunder. The City is not required to hold the Collateral in any special or trust account, but may commingle the Collateral with other funds of the City. Interest shall be paid to the Developer on the Collateral. If the Developer fails to perform any of its obligations hereunder, the City may use, apply or retain the whole or any part of the Collateral together with interest therein, if any, for payment of: (a) Sums of money due from the Developer under this agreement; (b) Any sum expended by the City on the Developer's behalf in accordance with this agreement; and/or (c) Any sum which the City may expend or be required to expend by reason of the Developer's default under this agreement.

The use, application or retention of the Collateral, or any portion thereof, by the City shall not prevent the City from exercising any other right or remedy provided by this agreement or by law (it being intended that the City shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which the City may otherwise be entitled. If any portion of the Collateral is used, applied or retained by the City, prior to the termination of this agreement, for the purposes set forth above, Developer agrees, within ten days after the written demand therefore is made by the City, to deposit cash with the City in an amount sufficient to restore the Collateral to its original amount.

Without limitation as to the obligations secured, the Collateral shall also secure the following specific obligations of the Developer to the City.

1) Completion of final asphalt surface course – asphalt base repair,



curb repair and final catch basin setting.

- 2) Completion of landscaping: including establishment of vegetative cover.
- 3) Payment of reasonable in-house administrative and inspection fees.
- 4) Maintenance fund for public improvements as described in paragraph 8.
- 5) Street Trees – Escrow deposit calculated at \$250 per tree spaced at 40 feet on both sides of the proposed roadway.

The City will release to the Developer all funds from the Collateral, including interest, upon the earliest of the termination of this agreement or when the Developer fully and faithfully complies with all of the provisions of this agreement and completes the above-listed items, all to the satisfaction of the City Engineer, less amounts, if any previously applied by the City for the obligations secured hereby.

C. Billing

The City shall bill the Developer quarterly for costs incurred and backed up by the City. In the event the Developer fails to make payment to the City within 30 days of billing, interest shall accrue on the unpaid balance at the rate of 15% per annum. If unsuccessful, the City, upon written notice to the Developer, shall, without notice of hearing, impose a special assessment for the amount of said costs upon each tax key parcel in the development, payable with the next succeeding tax roll.

10. Inspection - The City, or its agents, shall provide full-time inspection of all improvements enumerated in Exhibit A, at the Developer's cost.
11. Easements - The Developer shall acquire and dedicate to the City all public easements necessary to install and maintain public improvements required by this agreement. Permanent easements and deeds, on forms acceptable to the City, on or through private lands, shall be negotiated and obtained by the Developer, at his expense.
12. Changes to Plans and Specifications - The City Engineer may make reasonable changes to the approved plans and specifications for any of the improvements covered under this agreement which are necessary to correct oversights, omissions, and errors, to compensate for changing site conditions, or to complete fully the work in accordance with sound engineering practice. The Developer shall be informed of any changes to the plans or specifications directed by the City Engineer in writing. The Developer shall perform the work as changed entirely at

his expense without any claim for reimbursement.

13. Miscellaneous

- A. The Developer shall negotiate with contractors and subcontractors a contract price for all work necessary for the Development.
- B. All construction required by this agreement shall be carried out and performed in a sequence agreed upon by the City Engineer.
- C. Developer shall properly locate and install all survey or other monuments required by State statute or City ordinance.
- D. Recording of this agreement shall be accepted by the City as adequate provision for improvements specified in Chapter 14 of the Municipal Code.
- E. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- F. This agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
- G. Some or all obligations of the Developer shall terminate upon issuance of building occupancy or passage of a resolution by the Common Council of the City of Oak Creek releasing the Developer from the terms of this agreement.
- H. Developer shall provide specifications on a compact disk in the City's most current Microsoft Word version.
- I. Developer shall provide all stamped and signed construction plans on a compact disk in most current version of Adobe pdf files.

IN WITNESS WHEREOF, the parties hereto have executed this instrument under their several seals the day and year first above written, the name and corporate seal of each corporate body being hereto affixed and the instrument duly signed by its duly authorized representatives.

In presence of:

WISPARK LLC

  
\_\_\_\_\_  
Scott J. Lauber, President

STATE OF WISCONSIN)  
(SS.  
MILWAUKEE COUNTY)

Personally came before me this 19 day of February, 2018, the above-named, Scott J. Lauber, to me known to be the persons who executed the foregoing instrument and to me known to be such President of said limited liability corporation, acknowledged that he executed the foregoing instrument as such officer.

  
\_\_\_\_\_  
Notary Public

Milwaukee County, Wisconsin

My commission expires 2/2/2021

CITY OF OAK CREEK

\_\_\_\_\_  
DANIEL J. BUKIEWICZ, Mayor

Countersigned:

\_\_\_\_\_  
CATHERINE A. ROESKE, City Clerk

STATE OF WISCONSIN)  
(SS.  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
DANIEL J. BUKIEWICZ, Mayor and CATHERINE A. ROESKE, City Clerk, of the above-  
named municipal corporation, CITY OF OAK CREEK, to me known to be the persons  
who executed the foregoing instrument to me known to be such Mayor and City Clerk of  
said municipal corporation, and acknowledged that they executed the foregoing  
instrument as such officers, as the deed of said municipal corporation, by its authority,  
and pursuant to Resolution No. \_\_\_\_\_ adopted by its Common Council  
on the \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Melissa L. Karls, Notary Public  
Milwaukee County, Wisconsin  
My commission is permanent.

This instrument was drafted by Brian L. Johnston of the City of Oak Creek Engineering  
Department.

Approved as to form:

\_\_\_\_\_  
Melissa L. Karls, City Attorney

**EXHIBIT A**  
**CITY OF OAK CREEK**  
**CITY ENGINEER'S REPORT**  
**OAKVIEW BUSINESS PARK CSM**

**I. INTRODUCTION**

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the City of Oak Creek Engineering Design Manual, adopted by the Common Council on March 16, 2004, and all future amendments thereof.

The Developer is responsible for required improvements, plans, and conditions:

**II. DEVELOPMENT GRADING AND DRAINAGE**

**A. Required Improvements**

Design, install, and provide grading of land as necessary to establish lot pads for future buildings, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.

**B. Plans and Specifications**

1. A grading and drainage plan shall be prepared showing 1' contours for both existing and proposed condition, and proposed finished yard grades.
2. System plan showing all tributary areas to the proposed subdivision drainage and downstream analysis. Included on the system plan shall be all proposed and existing drainage structures.
3. Lot pad grade plan showing only minimum setback and offset dimensions and proposed finish grades.
4. Storm water management plan that meets current City ponding ordinance requirements along with the MMSD Chapter 13 storm water requirements.
5. As-built grading plan certifying that all grading was performed in

accordance with the approved grading and drainage plan. The certification shall be required on lot corners and side yard breaks, main ditches, and detention ponds. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer. The grade tolerances for approval are as follows:

- a.  $\pm 0.1'$  grade tolerance of the approved proposed grade with topsoil or sod in place.
  - b.  $0.0'$  to  $-0.3'$  grade tolerance of the approved proposed grade without topsoil in place.
- C. Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas, lot pads, and drainage swales. All lot pads may be graded to interim grading plan.
  - D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching to prevent erosion.
  - E. The Developer, at his expense, shall provide detailed soil analysis and compaction results by a competent soils engineer for all areas requiring fill. The results shall be submitted to the City Engineer as soon as they are available.
  - F. The Developer is responsible for restoring all damage to finish grades and vegetative cover caused, but not restored by, utility companies until acceptance of final plat.
  - G. If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace with approved engineered fill.
  - H. After site grading is completed, the Developer shall place 3" of topsoil on all exposed soil and seed, fertilize and mulch.
  - I. Established grass seed or sod must be in place in the terrace area, minimum of 6' behind the curb, before the agreement is terminated.

### III. **STORM DRAINAGE SYSTEM**

#### A. Required Improvements

Design, install, and provide a complete storm drainage system, including culverts, curb and gutter, storm sewer and/or open ditches as required to adequately convey surface water from and through the development.

B. Plans and Specifications

1. Storm sewer plans showing plan and profile views.
2. Storm sewer calculations.
3. Storm sewer system plan update.

C. Additional considerations will be required on all ditch slopes exceeding five percent. All areas within drainage easements shall have a minimum one percent slope. Ditch slopes less than one percent will require storm sewer.

D. Mainline storm sewer must be installed to provide a sump pump and downspout connection to all lots. All sump pump lines and downspouts shall discharge into a storm sewer or to other outlets approved by the City Engineer.

IV. **EROSION AND RUN-OFF CONTROL**

A. Required Improvements

Installation and construction of Best Management Practices in the proposed development that shall conform with the most current edition of the Department of Natural Resources Technical Standards.

B. Plans and Specifications

Control plan for land-disturbing activities showing existing contours at least 200' into adjacent parcels. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

C. The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be obtained, which requires the Developer to construct and maintain such measures in conformance with the City's erosion control ordinance.

C. Both during and after construction, the surface of exposed bare soils shall be protected by mulches and perennial grasses. If winter shutdown prevents the establishment or maintenance of a cover crop, anionic polyacrylamide (PAM) may be permitted by the City Engineer. Anionic PAM shall not be permitted to be used in the terrace area of the public road right-of-way. If approved, the use of the anionic PAM shall be performed under inspection and meet the Wisconsin Department of Natural Resources Technical Standards. This does not apply to the immediate building site

area that is subject to men and equipment working in and around the perimeter of a new structure.

**V. SANITARY SEWER**

**A. Required Improvements**

Design, install, and provide a complete sanitary sewer system designed to meet the ultimate needs of this development and all tributary areas, in accordance with the City's sanitary sewer system plan with rules, regulations and procedures of the City, Milwaukee Metropolitan Sewerage District, and the State of Wisconsin Department of Natural Resources.

**B. Plans and Specifications**

1. Sanitary sewer plans, specifications, design calculations, and copies of all easements.
2. The City will furnish "as-built" plans of the entire system, including location and elevation of laterals to mains to meet MMSD requirements. All other "as-built" requirements are the responsibility of the Developer.
3. Sanitary sewer system plan update.
4. All reports required by the Milwaukee Metropolitan Sewerage District, the State of Wisconsin, and Southeastern Wisconsin Regional Planning Commission.
5. Separate sanitary sewer easements, where appropriate, shown on the final plat.

- C.** Installation of one sanitary sewer lateral from the sanitary sewer main to property line, for each proposed lot.

**VI. WATER**

**A. Required Improvements**

Design, install, and provide a complete water distribution system and install water main designed to meet the ultimate needs of this development and all tributary areas, in accordance with the City's water main system plan and with the rules, regulations, and procedures of the City and the State of Wisconsin Department of Natural Resources.



B. Plans and Specifications

1. Water main plans, specifications, design calculations, and copies of all easements.
2. The City will create "as-built" plans of the entire system including hydrant and valve locations, and the location and elevation of laterals to the lot lines, all for the use of the City of Oak Creek Water and Sewer Utility. All other "as-built" requirements are the responsibility of the Developer.
3. Separate water main easements for each parcel, where appropriate, recorded on the Certified Survey Map.

C. Upon completion, furnish and provide to the City a complete summary of the actual construction costs for water distribution, itemized in sufficient detail to satisfy the requirements of the Public Service Commission of the State of Wisconsin in establishing or revising a rate base.

D. Installation of one water lateral from the water main to the property line, for each proposed lot.

E. Provide hydrant marker flags for each installed fire hydrant.

VII. **STREETS**

A. Required Improvements

A cul-de-sac roadway construction with concrete curb and gutter, sidewalk and asphalt pavement. The pavement section shall be comprised of a 8" crushed stone base, pavement edge drains, 31" curb and gutter section with underdrain, 4 ¼" asphalt binder course and a 1 ¾" layer of asphalt surface course, 6' concrete sidewalk and street lighting.

B. Plans and Specifications

1. Street plans, including plan and profile view, road cross-section and specifications.
2. Pavement design calculations.
3. Proposed established street grade drawing.

- C. The asphalt road shall be installed prior to approval of the issuance of building occupancy.
- D. Clean up, repairs, and restoration of all pavement, subgrade, shoulder, or curb and gutter defects shall be performed prior to the placement of the final asphalt surface course.
- E. If directed by the City Engineer, soil borings shall be taken within the roadway at sufficient intervals to determine sub-base composition. If material is determined unsuitable for a stable road base, the material shall be removed and replaced with material approved by the City Engineer.

#### VIII. **STREET LIGHTING**

##### A. Required Improvements

A 480-volt street lighting system including poles, fixtures, controller, concrete anchor bases, cable-in-duct, junction boxes and other appurtenances is required.

##### B. Plans and Specifications

1. Street lighting plans, on the paving plans, showing the anchor base, C-N-D, controller, and junction box locations.
2. Lighting design calculations.

- C. The Developer shall be required to maintain/repair the street lighting until the streets are dedicated to the City.

#### IX. **MISCELLANEOUS**

##### **DEVELOPER SHALL:**

- A. Be responsible to preserve existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- B. Repair all damage to City streets caused by construction operations.
- C. Arrange for installation of approved street signs.
- D. Submit a landscape plan for screen plantings, berms, and entrances. Installation of landscaping shall be in accordance with approved plan with allowances made for street trees.

- E. Allow for street trees along the proposed roadways in the development. The number of street trees is based on, but not limited to, one tree every forty feet, on each side of the roadway. The City Forester will select the species, location of planting, select the individual trees from the nursery and purchase the trees with the security deposit funds. The trees shall be installed by City forces after the lots are developed and the yards are established.
- F. Acquire all required underground utility easements.
- G. Show all sanitary, drainage, and other public utility easements on the certified survey map or final plat. If required easements are omitted, or errors are detected on the plat, the Developer shall make all necessary modifications to the plat at his expense.
- H. Design and install all required sidewalk and/or bikeways.
- I. Design and install ornamental street lighting concurrently with road construction.
- J. Wetland limits shall be clearly marked on each lot where wetlands are present.

**X. SPECIFICATIONS**

The improvements shall be constructed in accordance with the following specifications.

- A. City of Oak Creek Engineering Design Manual, most recent edition.
- B. Applicable Specifications and Regulations of the Milwaukee Metropolitan Sewerage District.
- C. Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, December 22, 2003, with latest addendum.
- D. The Wisconsin Department of Natural Resources Erosion Control Technical Standards.
- E. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, most recent edition with supplemental specifications.

**XI. SPECIAL PROVISIONS**

The development process shall strictly conform to the conditions set forth in the development agreement. Request for issuance of building occupancy is subject to the City Engineer's certification that all public improvements required to be installed are satisfactorily completed, and project construction costs have been reported to the City Accountant. Security deposit will only be allowed for the public improvement maintenance fund, street trees and landscaping. Apart from the above, the City will not accept escrows in lieu of completion of the improvement prior to the issuance of building occupancy.

Approved by:

*Michael C. Simmons*

Michael C. Simmons, P.E.  
City Engineer

*2-19-18*

Date

**EXHIBIT B**

**WAIVER OF SPECIAL ASSESSMENT  
NOTICES AND HEARINGS**

City of Oak Creek  
8640 South Howell Avenue  
Oak Creek, WI 53154

We, the undersigned being owners of the property that shall benefit by the following proposed public improvements:

Sanitary sewer, storm sewer, water main, streets, street lights, sidewalk, trees, and drainage facilities

all made in the City of Oak Creek, Milwaukee County, Wisconsin, in consideration of the construction of said improvements by the City of Oak Creek, Wisconsin, hereby admit that such public improvement will benefit our property and consent to the levying of special assessments against our premises under Section 66.62 of the Wisconsin Statutes and Section 3.06 of the Municipal Code of the City of Oak Creek for the cost of such improvement.

In accordance with Section 3.06 (14) of the Municipal Code of the City of Oak Creek, we hereby waive all special assessment notices and hearings required by Section 66.62 of the Wisconsin Statutes and Section 3.06 (9) of the Municipal Code of the City of Oak Creek, and we further agree and admit that the benefit to our properties from the construction of such improvement.

Description of premises that shall benefit lands situated in the City of Oak Creek, County of Milwaukee and State of Wisconsin, to-wit:

All that part of Lot 1 of Certified Survey Map No. 8719, recorded on August 31, 2015 in Milwaukee County Register of Deeds Office as Document No. 10494590, located in the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

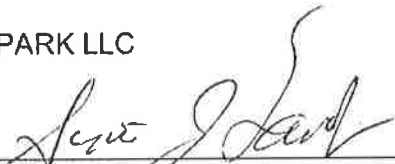
Commencing at the southeast corner of the Northeast 1/4 of said Section 32; thence North 01°06'28" West along the east line of said Northeast 1/4 section, 58.02 feet; thence South 88°53'32" West, 75.00 feet to the west line of South Howell Avenue (State Trunk Highway "38") and a southeast corner of Outlot 1 of Certified Survey Map No. 8702; thence South 70°54'30" West along the northerly line of West Oakview Parkway, 37.39 feet; thence South 88°46'51" West along said northerly line, 354.51 feet to a point of curve; thence northwesterly 78.54 feet along said northerly line and along the arc of said

curve to the right whose radius is 50.00 feet and whose chord bears North 46°13'09" West, 70.71 feet to a point of tangency; thence North 01°13'09" West along said northerly line, 10.00 feet to the point of beginning;

Thence continuing North 01°13'09" West, 27.81 feet to a point of curve; thence northwesterly then southeasterly 329.87 feet along the arc of said curve to the left whose radius is 70.00 feet and whose chord bears South 43°46'51" West, 98.99 feet to the westerly line of said West Oakview Parkway; thence North 01°13'09" West along said westerly line 52.18 feet to the northerly line of said West Oakview Parkway; thence North 88°46'51" East along said northerly line 70.00 feet to the point of beginning.

Containing in all 12,792 square feet (0.2937 acre) of lands, more or less.

WISPARK LLC

  
\_\_\_\_\_  
Scott J. Lauber, President

2/19/18  
\_\_\_\_\_  
Date



MSI GENERAL CORPORATION  
P.O. BOX 7  
OCONOMOWOC, WI 53066  
PHONE: 262-367-3661  
FAX: 262-367-7390

WWW.MSIGENERAL.COM  
SINGLE SOURCE RESPONSIBILITY™

REVISIONS

1	11.18.16	CUL-DE-SAC
2	12.08.16	CITY STAFF COMMENTS
3		
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10.25.16 CITY REVIEW SET

PROJECT ADDRESS:  
PROJECT NAME  
MARRIOTT OAKVIEW BUILDING  
STREET ADDRESS  
OAKVIEW BUSINESS PARK  
CITY/STATE/ZIP  
OAK CREEK, WI 53154

ALL WORK TO BE COMPLETED AS SHOWN, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE MSI GENERAL MASTER SPECIFICATION.

Date: 10.25.16  
Drawn By:  
Sheet Title:  
SITE PAVE ID PLAN  
Sheet Number:  
**C-102**  
Project Number: P11728  
**P-11728**

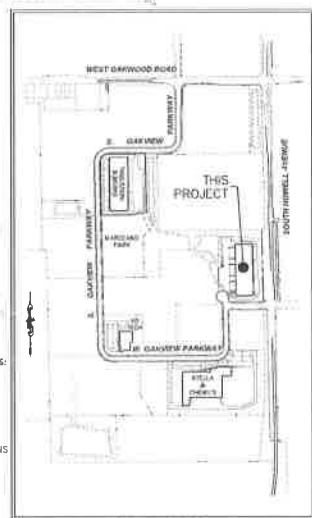
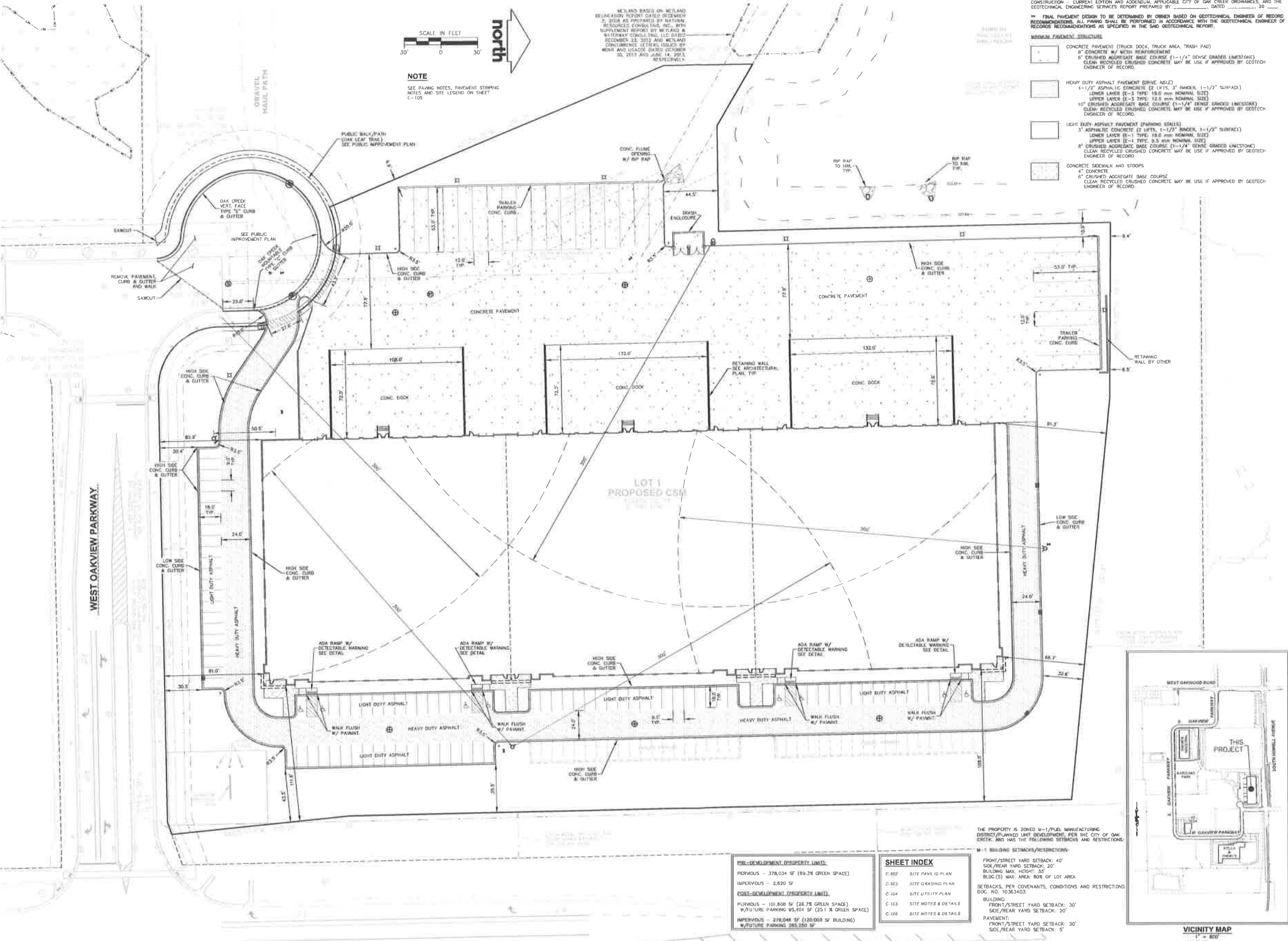
PAVEMENT THICKNESS NOTE

- ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION - CURRENT EDITION AND ADDENDUM, APPLICABLE CITY OF OAK CREEK ORDINANCES, AND THE GEOTECHNICAL ENGINEERING SERVICES REPORT PREPARED BY \_\_\_\_\_ DATED \_\_\_\_\_ 2016"
- FINAL PAVEMENT DESIGN TO BE DETERMINED BY OTHER BASED ON GEOTECHNICAL ENGINEER OF RECORD RECOMMENDATIONS. ALL PAVING SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER OF RECORD RECOMMENDATIONS AS SPECIFIED IN THE SAID GEOTECHNICAL REPORT.
- MINIMUM PAVEMENT STRUCTURE
- CONCRETE PAVEMENT (TRUCK DOCK, TRUCK AREA, TRASH PAD)
    - 8" CONCRETE W/ WEAR REINFORCEMENT
    - 6" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LIMESTONE)
    - CLEAN RECYCLED CRUSHED CONCRETE MAY BE USE IF APPROVED BY GEOTECH ENGINEER OF RECORD.
  - HEAVY DUTY ASPHALT PAVEMENT (DRIVE ASLT)
    - 1-1/2" ASPHALT CONCRETE (2 LIFTS, 3" BINDER, 1-1/2" SURFACE)
    - LOWER LAYER (2-3 TYPE, 19.0 mm NOMINAL SIZE)
    - 10" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LIMESTONE)
    - CLEAN RECYCLED CRUSHED CONCRETE MAY BE USE IF APPROVED BY GEOTECH ENGINEER OF RECORD.
  - LIGHT DUTY ASPHALT PAVEMENT (PARKING STALLS)
    - 3" ASPHALT CONCRETE (2 LIFTS, 1-1/2" BINDER, 1-1/2" SURFACE)
    - LOWER LAYER (2-3 TYPE, 19.0 mm NOMINAL SIZE)
    - UPPER LAYER (2-1 TYPE, 9.5 mm NOMINAL SIZE)
    - 8" CRUSHED AGGREGATE BASE COURSE (1-1/4" DENSE GRADED LIMESTONE)
    - CLEAN RECYCLED CRUSHED CONCRETE MAY BE USE IF APPROVED BY GEOTECH ENGINEER OF RECORD.
  - CONCRETE SIDEWALK AND STAIRS
    - 4" CONCRETE
    - 6" CRUSHED AGGREGATE BASE COURSE
    - CLEAN RECYCLED CRUSHED CONCRETE MAY BE USE IF APPROVED BY GEOTECH ENGINEER OF RECORD.

WETLAND BASED ON WETLAND DELINEATION REPORT DATED DECEMBER 3, 2008 AS PREPARED BY NATURAL RESOURCES CONSULTING, INC. WITH SUPPLEMENT REPORT BY WETLAND & WATERWAY CONSULTING, LLC DATED DECEMBER 22, 2012 AND WETLAND CONFORMANCE (ITERS) ISSUED BY WEA AND USACE DATED OCTOBER 30, 2013 AND JUNE 14, 2014.



NOTE  
SEE PAVING NOTES, PAVEMENT STRIPING NOTES AND SITE LEGEND ON SHEET C-105



PRE-DEVELOPMENT (PROPERTY LIMITS)	
PERVIOUS -	378,034 SF (99.3% GREEN SPACE)
IMPERVIOUS -	2,820 SF
POST-DEVELOPMENT (PROPERTY LIMITS)	
PERVIOUS -	101,808 SF (26.7% GREEN SPACE)
W/FUTURE PARKING	95,404 SF (25.1% GREEN SPACE)
IMPERVIOUS -	279,046 SF (120,000 SF BUILDING)
W/FUTURE PARKING	285,250 SF

SHEET INDEX	
C-102	SITE PAVE ID PLAN
C-103	SITE GRADING PLAN
C-104	SITE UTILITY PLAN
C-105	SITE NOTES & DETAILS
C-106	SITE NOTES & DETAILS

THE PROPERTY IS ZONED M-1 (PUD), MANUFACTURING DISTRICT-PLANNED UNIT DEVELOPMENT, PER THE CITY OF OAK CREEK, AND HAS THE FOLLOWING SETBACKS AND RESTRICTIONS:  
M-1 BUILDING SETBACKS/RESTRICTIONS:  
FRONT/STREET YARD SETBACK: 40'  
SIDE/REAR YARD SETBACK: 20'  
BUILDING MAX. HEIGHT: 35'  
BLDG (S) MAX. AREA, ROOF OF LOT AREA  
SETBACKS, PER COVENANTS, CONDITIONS AND RESTRICTIONS DOC. NO. 10363403.  
BUILDING:  
FRONT/STREET YARD SETBACK: 30'  
SIDE/REAR YARD SETBACK: 20'  
PAVEMENT:  
FRONT/STREET YARD SETBACK: 30'  
SIDE/REAR YARD SETBACK: 5'

SOUTH HOWELL AVE. (S.T.H. "31")

SITE PAVE ID PLAN 1" = 30'-0"

**DIGGERS & HOTLINE**  
Call 811 or (800) 242-8511  
www.DiggerHotline.com

**JSD Professional Services, Inc.**  
Engineers • Surveyors • Planners  
MILWAUKEE REGIONAL OFFICE:  
102 W2231 NANCY'S COURT SUITE 3  
WAUWATOSA, WISCONSIN 53188  
262.513.0566 PHONE | 262.513.1232 FAX  
www.jsdinc.com  
JSD JOB NO: 161652  
JSD PROJ. MGR: RVM