



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

COMMON COUNCIL MEETING AGENDA

NOVEMBER 20, 2018

7:00 P.M.

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

The City's Vision

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 11/5/18

Public Hearings (beginning at 7:00 p.m.)

Citizen input, comments and suggestions are requested on the specific item(s) identified below. Action by the Council may occur at the same meeting if so included in the agenda.

4. **Code Amendment:** Consider a proposed amendment to Sec. 17.03170(i)(1) to set the minimum parking lot setback from the public right-of-way to ten (10) feet in the Lm-1, Limited Manufacturing District.
5. **Ordinance:** Consider Ordinance No. 2919, to repeal and recreate Section 17.03170(i)(1) of the Municipal Code to reduce the minimum parking lot setback from 30 feet to 10 feet from the right-of-way of all public streets in the Lm-1 Limited Manufacturing District.

New Business

6. **Motion:** Consider a motion to approve the 2019 Regular Combined Common Council meeting dates (by Committee of the Whole).

INFORMATION TECHNOLOGY

7. **Resolution:** Consider Resolution No. 12008-112018, approving and authorizing the execution of the First Amendment to the Lease Agreement with American Towers LLC for the part of the property located at 800 W. Puetz Rd. (3rd District).

LICENSE COMMITTEE

8. **Motion:** Consider a motion to adopt the License Committee recommendations as listed on the 11/20/18 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

9. **Motion:** Consider a *motion* to approve the November 14, 2018 Vendor Summary Report in the combined total amount of \$448,707.34 (by Committee of the Whole).

MISCELLANEOUS

10. **Motion:** Consider a *motion* to convene into Closed Session pursuant to Wisconsin State Statutes 19.85(1)(e) to consider a proposed Tax Incremental District No. 16 City/Tenant Agreement by and between the City of Oak Creek and Amazon.com.dedc, LLC, for the property located at 9700 South 13th Street.
11. **Motion:** Consider a *motion* to reconvene into Open Session.
12. **Resolution:** Consider *Resolution* No. 12004-112018, a Resolution approving a Storm Water Management Practices Maintenance Agreement with Commerce 94 Project, LLC for the development located at 9700 S. 13th St. (Tax Key Nos. 905-9993-001, 905-9994-001, and 905-9999-006).
13. **Resolution:** Consider *Resolution* No. 12005-112018, approving the Development Agreement for the design and installation of public improvements for the development located at 9700 S. 13th St. (Tax Key Nos. 905-9993-001, 905-9994-001, and 905-9999-006) (Project Nos. 18058 and 18059).
14. **Resolution:** Consider *Resolution* No. 12006-112018, a Resolution Approving and Authorizing Execution of Tax Incremental District No. 16 City/Tenant Agreement by and between the City of Oak Creek and Amazon.com.dedc, LLC.

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. 6th 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

TO BE PUBLISHED OCTOBER 31st & NOVEMBER 7th

OFFICIAL NOTICE

**NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL**

PURPOSE: The purpose of this public hearing is to consider a proposed amendment to Sec. 17.03170(i)(1) to set the minimum parking lot setback from the public right-of-way to ten (10) feet in the Lm-1, Limited Manufacturing District.

Hearing Date: November 20, 2018
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Proposal: The proposed Code Amendment for Sec. 17.03170(i)(1) would set the minimum parking lot setback from the public right-of-way to ten (10) feet in the Lm-1 District.

The entire text of the proposed amendment to this section is available for review upon request. Any person(s) with questions regarding the proposed changes may contact the City of Oak Creek at (414) 766-7000, during regular business hours (7:30 AM – 4:00 PM).

Date of Notice: October 17, 2018

CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

PLEASE NOTE: 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, preferable a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, or by writing to the ADA Coordinator at the Health Department, City Hall, 8040 South 6th Street, Oak Creek, Wisconsin 53154.



COMMON COUNCIL REPORT

Item: Text Amendment - Lm-1 District Parking Lot Setbacks from Rights-of-way

Recommendation: That the Council adopts Ordinance No. 2919, to repeal and recreate Section 17.03170(i)(1) of the Municipal Code to reduce the minimum parking lot setback from 30 feet to 10 feet from the right-of-way of all public streets in the Lm-1 Limited Manufacturing District.

Fiscal Impact: Although there is no direct fiscal impact with amending the Lm-1, Limited Manufacturing District, this change will provide greater flexibility for locating parking lots with this district resulting in increased development potential.

- 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: Recently, the City adopted the new zoning district Lm-1, Limited Manufacturing. The purpose of this district was to create a zoning district that would provide a mix of low-impact manufacturing, industrial, wholesaling, limited warehousing, research and development, engineering and testing, and related service facilities and uses which occur within enclosed buildings, which would not have an adverse effect upon the district in which it was located.

This zoning district was intended as a bridge between the land uses in the B-4, Highway Commercial Business District and M-1, Manufacturing District. When creating a new zoning district, staff proposed regulations such as size, setbacks, land uses. Etc. When the Lm-1 District was adopted, staff proposed using the same parking lot setbacks that was found in the M-1 District. Not having a similar district elsewhere in the code, it was difficult to determine what the appropriate setback should be. Since that time, staff has reviewed the parking lot setback for the Lm-1 District and evaluated the various land uses in that district as it relates to parking lot setbacks.

Zund America has requested that the City reduce the parking lot setbacks for the Lm-1 District as to provide flexibility when siting a development in the Lm-1 District. Staff has determined that the 30-foot parking lot setback, as it relates to the types of uses in the Lm-1 District, would restrict potential development in the Lm-1 District by being setback thirty feet from the public right-of-way. This change in parking lot setback would not have an adverse effect on any other districts. This change will not impact any other setback requirements.

Options/Alternatives: Council has the discretion to approve, approved with amendments, or not approve the proposed Zoning Text Amendment. Disapproval of the proposal may affect future proposals for developments in the Lm-1 District within the City, up to and including loss of potential projects.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Peter Wagner, AICP
Zoning Administrator/Planner

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ordinance 2919

Hearing Notice

Section 17.03170(i)(1)

Plan Commission Minutes

ORDINANCE NO. 2919

BY: _____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 17.03170(i)(1) OF THE MUNICIPAL CODE TO REDUCE THE MINIMUM PARKING LOT SETBACK FROM 30 FEET TO 10 FEET FROM THE RIGHT-OF-WAY OF ALL PUBLIC STREETS IN THE LM-1, LIMITED MANUFACTURING DISTRICT.

The Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: Section 17.03170(i)(1) is hereby repealed and recreated to read as follows:

There shall be a minimum setback of ten (10) feet from the right-of-way of all public streets.

SECTION 2: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this 20th day of November, 2018.

Passed and adopted this _____ day of _____, 2018.

President, Common Council

Approved this _____ day of _____, 2018.

ATTEST: _____ Mayor

City Clerk

VOTE: Ayes _____ Noes _____

lic street or right-of-way as a modification ONLY:

- i. If a ¾ majority vote of those Commissioners present at a meeting approves of the orientation; AND
 - ii. If it is proven to the satisfaction of the Plan Commission that no practical alternative exists; AND
 - iii. if screening through vegetation, architectural walls, fencing, or a combination thereof is approved; AND
 - iv. If supplemental design elements or improvements are incorporated into the project which compensate for the modification.
- f. All other applicable requirements as defined in the Municipal Code.
- (e) Lot area and width. Lots shall have a minimum area of 1 acre (43,560 square feet), and shall not be less than 150 feet in width. Lots shall provide sufficient area and width for the principal structure(s) and its accessory structures, off-street parking and loading areas, required setbacks and buffer yards, and minimum green/open space areas.
- (f) Building height and area:
- (1) No principal building or parts of a principal building shall exceed fifty (50) feet in height. No accessory building shall exceed seventeen (17) feet in height, subject to regulations and permitting requirements under the jurisdiction of the Federal Aviation Administration and Milwaukee County.
 - (2) The sum total of the floor area on all floors of the principal building and all accessory buildings shall not exceed sixty (60) percent of the lot area.
- (g) Building setbacks and yards:
- (1) There shall be a minimum front setback of twenty-five (25) feet from the right-of-way of all public streets.
 - (2) There shall be a side setback on each side of not less than fifteen (15) feet.
 - (3) There shall be a rear setback of not less than twenty-five (25) feet.
 - (4) Side and rear setbacks shall not be less than thirty (30) feet to a residential, institutional, or park district line, and subject to buffer requirements in Section 17.0205(d).
- (h) Loading. All provisions of Section 17.0402 of the Municipal Code are applicable to this subsection.
- (i) Parking. In addition to the provisions of Sections 17.0403 and 17.0404 of the Municipal

Code, the following shall apply in the LM-1, Light Manufacturing District:

- (1) Setbacks as established for the M-1, Manufacturing District shall apply.
 - (2) Buffers, landscape areas and screening for parking lots shall be approved by Plan Commission.
 - (3) Parking for self-service storage/mini-warehouse premises shall be in accordance with the following:
 - a. (1) space per employee;
 - b. (1) space per 1,000 gross square feet of retail/leasing office space;
 - c. (1) space for every 10 units for interior/controlled-access buildings. Units accessed via exterior overhead/roll-up doors may count one (1) space in front of each unit as a parking stall. All travel aisles and emergency access areas shall remain completely unobstructed at all times.
 - (4) The Plan Commission may modify these requirements in accordance with Section 17.0404.
- (j) Site plan and architectural review. All provisions of Section 17.1009 of the Municipal Code are applicable to this subsection.
- (k) Landscaping. All provisions of Sections 17.1010 and 17.0205 of the Municipal Code are applicable to this subsection.

Ordinance #2848 A 4/3/17 Sec. 17.03170

Ordinance #2893, A 12/19/17, Sec. 17.03170(g)(1)

Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

**ZONING TEXT AMENDMENT
PARKING SETBACKS
SECTION 17.03170(i)(1)**

Zoning Administrator/Planner Wagner provided a review of the zoning text amendment on parking setbacks. (See staff report for details.)

Commissioner Chandler asked why the change is such a huge difference in footage. Zoning Administrator/Planner Wagner responded that this particular setback will mirror what is in Drexel Town Square.

Mayor Bukiewicz clarified that this is a city-wide change, and does not only apply to Zund America or Drexel Town Square.

Commissioner Siepert moved that the Plan Commission recommends to the Common Council that Section 17.03170(i)(1) of the Municipal Code be amended as presented, requiring a 10-foot parking lot setback from the public right-of-way, after a public hearing.

Commissioner Chandler seconded. On roll call: all voted aye. Motion carried.

**REZONE
CITY OF OAK CREEK
2600 W. SOUTHBRAND BLVD. AND 9810 S. 27TH ST.
M-1 (PUD) MANUFACTURING AND OO, MIXED USE OFFICE OVERLAY TO
M-1 (PUD), MANUFACTURING**

Planner Papelbon provided an overview of the rezoning request. (See staff report for details.)

Commissioner Hanna asked how this is impacting the remaining offices in the area. Planner Papelbon responded that it does not. This area is the limits of the Southbranch Industrial Park, so south of these parcels is still available for office.

Commissioner Hanna stated that this is the face or entrance to Oak Creek. She asked how the City ensures that the manufacturing uses are not going to destroy the appearance of the 27th Street Corridor. Planner Papelbon responded that these are properties that have been part of Southbranch Industrial Park. They have always been manufacturing. This is just allowing them to maintain that manufacturing use. They are also in that PUD, dating from the mid-1960s. It is not actually changing anything here if they wanted to redevelop it with office use, the City would be in support of that potentially. It also means that their existing uses can be maintained and remain part of the PUD.

Alderman Guzikowski stated his only concern is that it starts looking like a warehouse area. Planner Papelbon responded that there are code requirements for maintaining the properties. Part of the PUD has conditions and restrictions already part of it. The unfortunate part of the PUD is that it is so old. The 1965 or 1968 PUD rules have changed since then. So the nomenclature or wording in the PUD is a little bit antiquated. Also, some of those restrictions do not comply with the current code. The City still has the ability, if there is a redevelopment or potential expansion of these property uses, to require a conditional use per the M-1.



COMMON COUNCIL REPORT

Item: 2019 Regular Combined Council meeting dates

Recommendation: That the Common Council approve the 2019 Regular Combined Common Council meeting dates.

Fiscal Impact: There is no fiscal impact; however, the vacation of the below mentioned meetings will require the Common Council to approve a resolution authorizing payment of bills, debts and obligations prior to each meeting.

- 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: At the November 5, 2018 meeting, a tentative 2019 Common Council meeting dates schedule was presented, with a recommendation to vacate the January 2 and July 2, 2019 meetings.

The Common Council was in agreement to vacate both recommended meeting dates, as presented.

Attached is the 2019 schedule for approval.

Options/Alternatives: The Council could choose to not vacate the recommended meetings on January 2 and July 2, 2019.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:

Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 2019 Schedule of Regular Combined Common Council Meetings

2019
SCHEDULE OF REGULAR COMBINED
COMMON COUNCIL MEETINGS

TUESDAY	JANUARY 15	
TUESDAY MONDAY	FEBRUARY 5 FEBRUARY 18	(due to Spring Primary Election, Tuesday, February 19, if required)
TUESDAY TUESDAY	MARCH 5 MARCH 19	
MONDAY TUESDAY	APRIL 1 APRIL 16	(due to Spring General Election, Tuesday, April 2)
TUESDAY TUESDAY	MAY 7 MAY 21	
TUESDAY TUESDAY	JUNE 4 JUNE 18	
TUESDAY	JULY 16	
MONDAY TUESDAY	AUGUST 5 AUGUST 20	(due to National Night Out, Tuesday, August 6)
TUESDAY TUESDAY	SEPTEMBER 3 SEPTEMBER 17	
TUESDAY TUESDAY	OCTOBER 1 OCTOBER 15	
TUESDAY MONDAY TUESDAY	NOVEMBER 5 NOVEMBER 18 NOVEMBER 19	Budget Hearing (tentative)
TUESDAY TUESDAY	DECEMBER 3 DECEMBER 17	

2019

January

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Common Council Dates - **Circled**
 Tentative Budget Hearing Date - **ORANGE**

National Night Out - **YELLOW**
 Election Dates - **GREEN**

Holiday - **PINK**



COMMON COUNCIL REPORT

Item: Property lease extension for private cell tower located at 800 W. Puetz Rd.

Recommendation: That Common Council adopts Resolution No. 12008-112018, approving and authorizing the execution of the first amendment to the lease agreement with American Towers LLC for part of the property located at 800 W. Puetz Road.

Fiscal Impact: The impact of this lease extension will equate to \$2,761,006.50 of cumulative revenue between 2018 and 2063. This will result in an annual lease payment of \$31,740 in 2018 plus upto \$30,000 signing bonus. increase 15% every five years throughout the lease extension. The final lease payment in 2063 will be \$97,093.39

- 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: Since 2008, American Tower LLC has leased a portion of the property located at 800 W. Puetz Rd. from the City. This lease is for the portion of the property where private cellular tower and communication building reside. These structures were built and are owned and operated by American Towers LLC. The current lease was initiated in 2008 for a period of 25 years, expiring in 2032. The current lease began with an annual lease payment of \$24,000 in 2008 and it increases by 15% every 5 years. In 2018 the lease payment will be \$31,740 under the current lease.

Earlier this year, Tower Alliance LLC contacted city staff on behalf of American Tower LLC with three options to extend the lease beyond 2032. Of the three options, staff found the standard lease extension to be the most viable of the three based on the revenue generated for the City. The standard lease extension will extend the lease to the year 2063. In addition, the City will receive a one-time signing bonus of \$30,000. All other aspects of the original lease will remain the same, including the 15% revenue increase every five years. Compared to other cellular towers and communication structures the City owns, this lease payment is lower. However, the City does not have to maintain the structures for this particular lease, so the expense to the City is also lower.

Options/Alternatives: Tower Alliance LLC proposed two alternate options listed below:

Option 1: Lump sum payment in exchange for a perpetual easement in lieu of annual rental payments.

This option consisted of a payment of \$415,000 in exchange for perpetual easement agreement for the leased property. Since this is a one-time payment, this option would not yield any additional revenue for the City beyond the \$415,000. This would equate to a lifetime revenue loss of \$2,346,006.50 when compared

to the lease extension. When compared to the current lease initiated in 2008, Option 1 would result in a loss of \$136,068.75 over the next fifteen years.

Option 2: 120 monthly payments in exchange for a perpetual easement in lieu of rental payments.

This option consisted of 120 monthly payments of \$4,658 in exchange for a perpetual easement agreement for the leased property. Compared to the standard lease agreement, this would result in an 10-year annual revenue increase of \$24,156 per year between 2018-2022. The benefit would drop to \$19,395 per year between 2023-2027 because the current lease payment increases by 15% in year 2023. Because this option is for 10 years, no additional revenue is generated after 2027, so this results in a lifetime revenue loss of \$2,202,046.50 when compared to the the lease extension.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kevin A. Koenig
Information Technology Manager

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: American Tower Lease Extension Proposal

American Tower Lease Extension

American Tower Cumulative Revenue Comparison

RESOLUTION NO. 12008-112018

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE FIRST
AMENDMENT TO LEASE AGREEMENT WITH AMERICAN TOWERS LLC

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the First Amendment to Lease Agreement by and between the City of Oak Creek and American Towers LLC (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City.

BE IT FURTHER RESOLVED that amendments to the Agreement that do not substantively change the terms of the Agreement and that are approved by the City Administrator and the City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of November, 2018.

Passed and adopted this 20th day of November, 2018.

Common Council President Kenneth Gehl

Approved this 20th day of November, 2018.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____



February 15, 2018

American Tower Site: Site Number 272808
City of Oak Creek WI

Dear Caesar;

Thank you so much for taking the time to speak with me yesterday. As I promised here is the current "market value" for this site and information regarding a Standard lease Extension.

As you know, American Tower Corporation owns, operates, and maintains, as applicable, a telecommunications site located on the above referenced property. As a leading independent operator of wireless and broadcast communication sites, American Tower understands the importance of maintaining long term relationships with landlords. Over the past several years, an increasing number of landlords have contacted us about taking advantage of the equity in the tower located on their property by selling their lease agreement for a lump sum payment. In connection with this interest and our own desire to establish a long term relationship with you, American Tower is pleased to present you with the following conditional offers:

Easement Agreement

- Option 1: Full Monetization
 - Lump sum cash payment of \$415,000.00 in exchange for a perpetual easement interest in the leased area on your property paid at closing in lieu of rental payments.
- Option 2: Installment Plan
 - 120 monthly payments of approximately \$4658.00 in exchange for a perpetual easement interest in the leased area on your property in lieu of rental payments.
 - Total value of payments over plan period of approximately \$558,991.00; or
 - An installment structure personalized to fit your short and/or long-term financial needs.
(For example: a down payment of \$100,000 would still provide 120 monthly payments of \$3453.00)

OR

A Standard Lease Extension

A standard Lease Extension is executed as an amendment to the current lease. It would add 6 – 5 year terms to the current expiration date of your lease – extending through 2063. We can offer a signing Bonus of up to \$30,000 for this amendment. All other aspects of your lease remain in place.

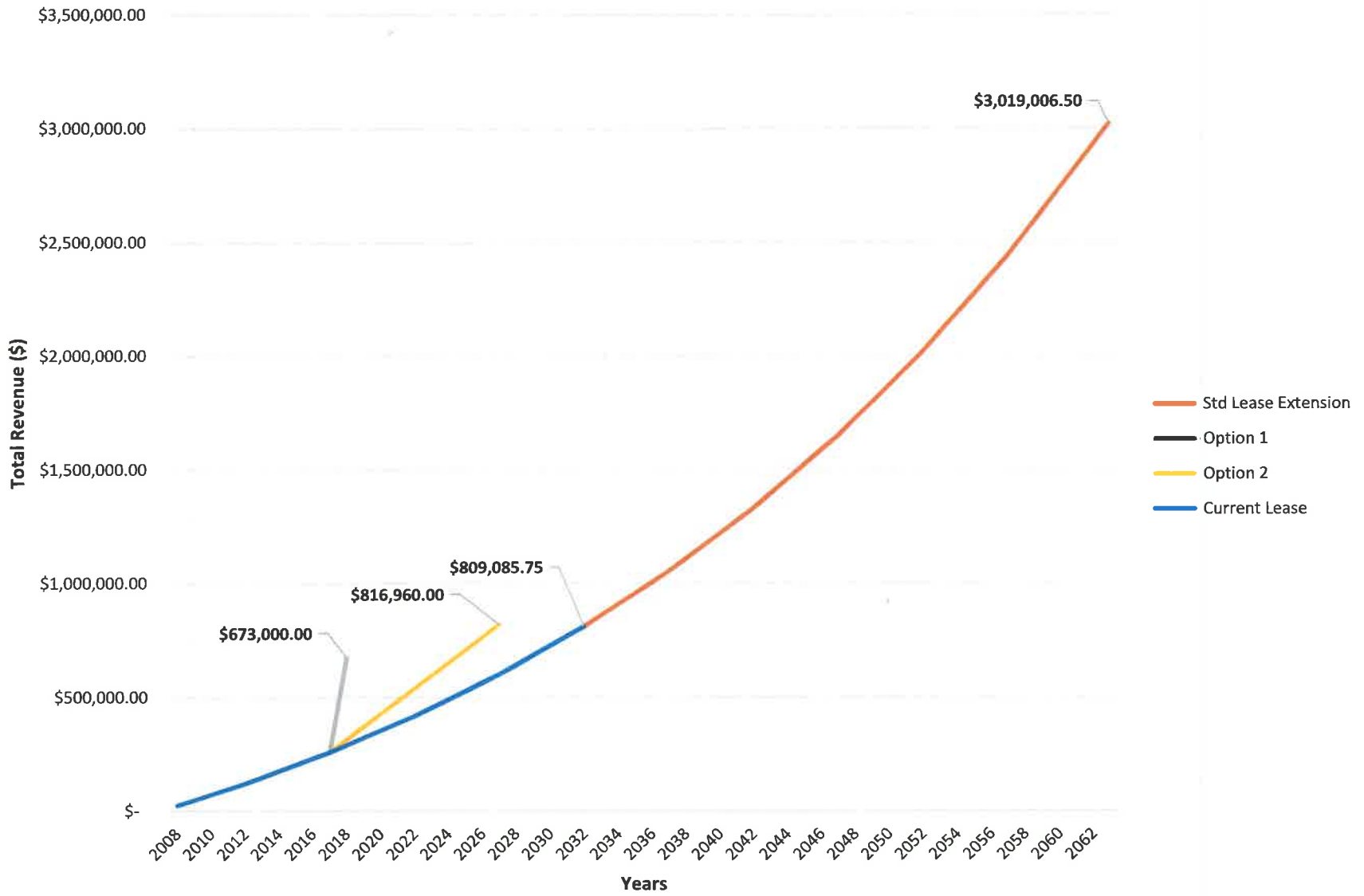
I'd appreciate hearing from you to discuss these options and to confirm that you have received this information as well as to answer any questions.

Kind Regards,
Laurene

Laurene Franklin
Lease Consultant, Tower Alliance LLC (An Authorized Vendor of American Tower)
479-981-2155 Office lfranklin@toweralliancellc.com

****PLEASE NOTE: Offers subject to change, with required final approval, and are for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all applicable parties.**

Cumulative Total Revenue of Lease Options for Cell Tower Property Located at 800 W Puetz Rd



THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Oak Creek**, a municipal corporation, ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord and New Cingular Wireless PCS, LLC, a Delaware limited liability company, predecessor-in-interest Tenant, entered into that certain Lease Agreement dated September 25, 2008 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Thirty Thousand and No/100 Dollars (\$30,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before November 25, 2018; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on September 25, 2008 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on September 24, 2033. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and

return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Oak Creek WI**.

4. **Revenue Share.**
 - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord an amount equal to Two Hundred and No/100 Dollars (\$200.00) per month for each sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party (any such party, the "**Additional Collocator**") subsequent to the Effective Date (such amount, the "**Collocation Fee**"). The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.

 - b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant.

 - c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on Tenant's communications tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

 - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant's predecessors-in-interest, as applicable, and any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases,

licenses or other collocation agreements entered into by and between Tenant and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

- e. Within thirty (30) days after Tenant's receipt of Landlord's written request, Tenant shall provide Landlord with a statement showing the number of Additional Collocators installed on the Tower, the rents collected by Tenant from the Additional Collocators, and the Collocation Fee due from Tenant to Landlord.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. [can't go anywhere to get a building permit and free of any fees; still need permission from city for zoning] Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees in Landlord's capacity as Landlord; however, to the extent any such building permits, zoning applications and other forms and documents are required for the use of the Leased Premises as required by the City of Oak Creek in accordance with its applicable regulations, the City of Oak Creek, in its capacity as a municipal corporation and not in its capacity as Landlord, is not under any obligation to approve such permits or documents or waive any accompanying fees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
 6. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant.
 7. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant

elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

8. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
9. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential to the extent possible consistent with Public Records Laws. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
10. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Oak Creek, 8040 S. 6th Oak Creek, WI 53154; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
11. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall

constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

12. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin without regard to the conflicts of laws provisions.
13. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
14. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
15. **Deletions.** The Parties acknowledge and agree that Section(s) 17, 22(b) and 23(e) of the Lease are hereby deleted in their entirety and are of no further force and effect.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Oak Creek, a municipal corporation

Signature: _____

Print Name: Daniel J. Bukiewicz

Title: Mayor

Date: _____

Signature: _____

Print Name: Catherine A. Roeske

Title: City Clerk

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

American Towers LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Lot 1 of Certified Survey Map No. 86, of a part of the South West 1/3 of Section 17, in Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee and State of Wisconsin, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on September 20, 1960 in Volume 1 of Certified Survey Maps, pages 179 & 180, as Document No.:3834830.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 930 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Pending Survey

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Pending Survey

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Ryan Oatis, Esq.
ATC Site No: 272808
ATC Site Name: Oak Creek WI
Assessor's Parcel No(s): 829-9000-001

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201____ by and between **City of Oak Creek**, a municipal corporation, ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord and New Cingular Wireless PCS, LLC, a Delaware limited liability company, predecessor-in-interest Tenant, entered into that certain Lease Agreement dated September 25, 2008 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 24, 2063. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Oak Creek, 8040 S. 6th Oak Creek, WI 53154; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin, without regard to the conflicts of laws provisions.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Oak Creek, a municipal corporation

Signature: _____

Print Name: Daniel J. Bukiewicz, Mayor

Title: _____

Date: Catherine A. Roeske, City Clerk

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of Wisconsin

County of Milwaukee

On this ____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared Daniel J. Bukiewicz and Catherine A. Roeske, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

American Towers LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Lot 1 of Certified Survey Map No. 86, of a part of the South West 1/3 of Section 17, in Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee and State of Wisconsin, recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on September 20, 1960 in Volume 1 of Certified Survey Maps, pages 179 & 180, as Document No.:3834830.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 930 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Pending Survey

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Pending Survey



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 11/20/18 License Committee Report.

Fiscal Impact: License fees in the amount of \$720.00 were collected. Additional fees in the amount of \$10,425.75 will be collected prior to the release of the Reserve Class B Combination alcohol license.

- 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: The License Committee did not meet prior to the 11/20/18 council meeting. Tentative recommendation is as follows:

1. Grant an Operator's license to:
 - * Carly E. Klotz, 3531 W. Woodward Dr., Franklin (Gary's Beer & Liquor)
 - * Michael J. Hartmann, 3378 S. 9th Pl., Milwaukee (Kwik Trip)
 - * Rachel A. Torgerson, 1221 Mackinac Ave., South Milwaukee (Applebee's)
 - * Apollonia M. Jacobs, 6747 Crocus Ct., Greendale (Comfort Suites)
 - * Stephanie M. Post, 10370 W. Plumtree, Hales Corners (Buffalo Wild Wings)
 - * Alexis M. Kirschbaum, 10020 S. Austin St., Oak Creek (Kwik Trip)
 - * Mark R. Lyman II, 5161 S. 45th St., Greenfield (Kwik Trip)

2. Grant a 2018-19 Reserve Class B Combination alcohol license to Florea Vinca, Agent, Agave Blu Cantina Inc., dba Agave Blue Cantina, 8950 S. 27th St., with issuance subject to issuance of Occupancy Permit and receipt of fees due.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:

Bridget Souffrant #K

Bridget M. Souffrant

Finance Director/Comptroller

Attachments: None

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the November 14, 2018 Vendor Summary Report in the combined total of \$448,707.34.

Fiscal Impact: Total claims paid of \$448,707.34

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: Of note are the following payments:

1. \$95,654.31 to Advanced Disposal (pg #1) for October recycling and trash pickup.
2. \$14,018.69 to Ascension Medical Group (pg #2) for October pre-employment physicals and near-site nursing services/supplies.
3. \$13,074.00 to Godfrey & Kahn S.C. (pg #6) for legal services regarding Ryan Business Park.
4. \$7,675.00 to Hospitality Marketers (pg #1) for strategic plan initiatives – Hotel & conference center market study.
5. \$5,033.00 to Latonya Stevens (pg #9) for property return – Police Department.
6. \$15,000.00 to Moody's Investor Services, Inc. (pg #11) for refunding TIF #11 bond fee.
7. \$38,437.11 to Oak Creek Water & Sewer Utility (pg #11) for digger's hotline charges and project inspection costs relating to: East Brooke, FedEx, Glen Crossing, Drexel Ridge, and Drexel & 20th.
8. \$7,434.43 to Securian Financial Group, Inc. (pgs #14-15) for December employee life insurance.
9. \$69,356.15 to US Bank (pgs #19 - 25) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
10. \$9,903.10 to WE Energies (pgs #17-18) for street lighting, electricity & natural gas.
11. \$6,878.12 to West Bend Mutual (pg #18) for claim payment submitted on behalf of Milwaukee Flower Source, LLC.
12. \$13,248.07 to WI Court Fines & Surcharges (pg #18) for October'18 court fines.
13. \$15,000.00 to Wilnet (pg #19) for IT consulting.

14. \$19,096.31 to World Fuel (pg #19) for fuel inventory.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Attachments: 11/14/18 Invoice GL Distribution Report