



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

COMMON COUNCIL MEETING AGENDA

JUNE 18, 2019
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: 6/4/19

Recognition

4. **Council Proclamation:** Consider Council Proclamation No. 19-08, Congratulations to Chris Guzikowski, 2018 Oak Creek Citizen of the Year (by Committee of the Whole).
5. **Council Proclamation:** Consider Council Proclamation No. 19-07, to Patricia Parks, for dedicated service to the City of Oak Creek as a member of the Library Board (by Committee of the Whole).
6. **Mayoral Proclamation:** Congratulations to Savaglia Financial Advisors on their 20th Anniversary.
7. **Resolution:** Consider Resolution No. 12073-061819, Resolution of Appreciation to Todd R. Abel, retiring Police Officer (by Committee of the Whole)

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.

8. **Rezone:** Consider a request by David DiSanto of ModHome, LLC to rezone and establish a residential Planned Unit Development (PUD) at the property of 10730 S. Howell Ave. (5th District).
9. **Ordinance:** Consider Ordinance No. 2939, approving a rezoning of the property at 10780 S. Howell Ave. from A-1 Limited Agricultural to Rd-1, Two-Family Residential, Planned Unit Development. (5th District)

New Business

Visit our website at www.oakcreekwi.org for the agenda and accompanying common council reports.

10. **Resolution:** Consider *Resolution* No. 12068-061819, authorizing payment of bills, debts and obligations (by Committee of the Whole).
11. **Motion:** Consider a *motion* to concur with the Mayor's (re)appointments as follows:
 - a. Library Board – 3 year term to expire 6/22
 - Sharon Armstrong
 - Jill Meyer – 2233 E. Grewen Dr. – new appointment
12. **Ordinance:** Consider *Ordinance* No. 2940, an ordinance adjusting the salary range and annual salary for the inspector positions in the Engineering Department (by Committee of the Whole)
13. **Resolution:** Consider *Resolution* No. 12071-061819, authorizing the issuance and sale of a \$2,850,000 Taxable General Obligation Promissory Note (by Committee of the Whole)
14. **Resolution:** Consider *Resolution* No. 12070-06819, consenting to the collateral assignment of Tax Incremental District No. 11 Finance Development Agreement by and Among Drexel Hotel Investment, LLC, TFC Oak Creek, LLC, Pinetree Properties X, LLC, Pinetree Properties XI, LLC, McFarland State Band, and the City of Oak Creek (by Committee of the Whole)

COMMUNITY DEVELOPMENT

15. **Resolution:** Consider Resolution No. 12072-061819, approving a certified survey map submitted by David Cialdini, Milwaukee County, for properties at 3810 E. American Ave. and 9050 S. Annette Pl. (4th District)

ENGINEERING

16. **Resolution:** Consider *Resolution* No. 12069-061819, authorizing final payment of \$3,600.00 accepting the workmanship of DC Burbach, Inc. (Project No. 18028) (1st District).

LICENSE COMMITTEE

17. **Motion:** Consider a *motion* to grant the various license requests as listed on the 6/18/19 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

18. **Motion:** Consider a *motion* to approve the June 12, 2019 Vendor Summary Report in the combined total amount of \$794,362.85 (by Committee of the Whole).

MISCELLANEOUS

19. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes Section 19.85(1)(g) to discuss the following:
 - a. Tamekia Bates et al vs. City of Oak Creek et al. (Milwaukee County Case No. 2019CV003954)
 - b. Robin Matchett-Schmidt et al. vs. City of Oak Creek et al. (Milwaukee County Case No. 2019CV004295)
20. **Motion:** Consider a *motion* to reconvene into Open Session.

21. **Motion:** Consider a *motion* to take action, if required.

Adjournment.

Public Notice

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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

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COUNCIL PROCLAMATION 19-08

CONGRATULATIONS TO

CHRIS GUZIKOWSKI

2018 OAK CREEK CITIZEN OF THE YEAR

WHEREAS, the Oak Creek Citizen of the Year Committee conducts an annual search for the person who, in its judgment, is most deserving of acknowledgment because of loyal, unselfish and patriotic service to the community; and

WHEREAS, the Oak Creek Citizen of the Year Committee has selected Chris Guzikowski as its 2018 Citizen of the Year, for which he will be duly honored at a recognition dinner on Friday, June 14, 2019; and

WHEREAS, Chris Guzikowski, was born and raised in Oak Creek, has been married to his wife Colleen for 30 years; and has three children, Alyssa, Carley, and Lauren; and

WHEREAS, Chris Guzikowski was a member of the first class to attend Shepard Hills Elementary before continuing on at Oak Creek Junior High and graduating from Oak Creek High School; and

WHEREAS, after high school graduation, Chris Guzikowski spent time serving his country in the United States Air Force; and

WHEREAS, Chris Guzikowski has worked for Western States Envelope & Label for 30 years. Chris' job provides many opportunities, of which was becoming the Team Chairperson for five years for the company's AI's Walk & Run team and his involvement in the Annual "Spikes for Tykes" volleyball team fundraiser; and

WHEREAS, Chris Guzikowski is a member of St. Stephen Congregation, and in addition to parishioner, has worn many hats, serving on multiple committees. Chris Guzikowski currently serves as the Eucharistic/Cup Minister and is on the Buildings & Grounds Committee. Additionally, Chris served on the Parish Council for 15 years, both as member and President, and was a parish Trustee-Secretary for 12 years, where Chris had the role as an "owners rep" for the new church that was being built in Oak Creek. With the construction, Chris headed up the parish's "transition team" facilitating the churches move from Milwaukee to Oak Creek; and

WHEREAS, Chris has co-chaired the congregation's Friday Fish Frys for three years and worked at the parish festival; and

WHEREAS, Chris was appointed to the Oak Creek Community Center Board of Directors in 2015 and has volunteered many hours at the many banquets held at the facility. In addition, Chris has volunteered at the yearly Summer Concert Series, the Auction, the Dream Drawing, the September Fest, the Evening of Blessings, as well as helping out in the kitchen during the annual Breakfast with Santa; and

WHEREAS, for many years as a "band dad" Chris Guzikowski volunteered his time to the Oak Creek High School Band parking cars at the annual Oak Creek "Lions Fest" before becoming a member of the Oak Creek Lions Club in 2015; and

WHEREAS, in April of 2014, Chris Guzikowski successfully won the office of 6th District Alderperson in the City and has served on the Common Council since that time. In addition to Chris' Council duties, he has also served on the City's Plan Commission, Library Board, Landscape and Beautification Committee, Capital Improvements Committee and Adhoc Lake Vista Park Committee; and

WHEREAS, prior to becoming 6th District Alderperson, Chris Guzikowski served on the Oak Creek Library Planning Committee which was responsible for planning and designing the new library at its current location at the Oak Creek Civic Center. Chris also previously served as a citizen representative on both the City's Traffic and Safety Commission and Board of Housing and Zoning Appeals; and

WHEREAS, Chris Guzikowski has rendered countless hours of community service, echoing the Oak Creek Lions Club motto of "We Serve", living each day as a person of service, and is truly deserving of this recognition.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby congratulate Chris Guzikowski on being selected the 2018 Oak Creek Citizen of the Year.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and that the City Clerk be and she is hereby directed to transmit a suitable copy thereof to Chris Guzikowski.

Presented and adopted this 18th day of June, 2019.

Common Council President Kenneth Gehl

ATTEST:

Mayor Daniel J. Bukiewicz

City Clerk Catherine Roeske

Vote: Ayes _____ Noes _____

COUNCIL PROCLAMATION NO. 19-07

TO

PATRICIA PARKS

**FOR DEDICATED SERVICE TO THE CITY OF OAK CREEK
AS A MEMBER OF THE
LIBRARY BOARD**

WHEREAS, Patricia Parks was appointed to the Library Board on April 20, 2010, and has served for over nine years; and

WHEREAS, Patricia Parks served as Secretary of the Library Board for three years, from 2013 to 2016, and is a member of the Friends of the Library; and

WHEREAS, Patricia Parks has been a strong advocate for moving forward with the construction of a new Oak Creek Public Library; and

WHEREAS, Patricia Parks has been a volunteer leader of multiple library book clubs for more than ten years; and

WHEREAS, Patricia Parks has resigned from the Library Board to spend time with friends and family; and

WHEREAS, Patricia Parks has served the City in a thorough, conscientious and professional manner.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek do hereby show their appreciation and gratitude to Patricia Parks for her dedicated service to the City of Oak Creek as a member of the Library Board.

BE IT FURTHER RESOLVED that this proclamation be spread upon the minutes of this meeting and that the City Clerk be and she is hereby directed to transmit a suitable copy thereof to Patricia Parks.

Introduced and adopted this 16th day of July, 2019.

President, Common Council

Approved this 16th day of July, 2019.

Mayor

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

MAYORAL PROCLAMATION

**CONGRATULATIONS TO SAVAGLIA FINANCIAL ADVISORS
ON THEIR 20TH ANNIVERSARY**

WHEREAS, Savaglia Financial Advisors was started on July 1, 1999 with a focus on building a place where average people could get educated advice from someone who is in their corner; and

WHEREAS, Savaglia Financial Advisors has grown to include eight staff members and has over 1,000 clients located throughout Southeastern WI; and

WHEREAS, Savaglia Financial Advisors helps working families, people nearing retirement, widows, divorcees and small business owners; and

WHEREAS, Savaglia Financial Advisors is a local, independent financial planning firm that has been located in Oak Creek since its founding 20 years ago; and

WHEREAS, Don Savaglia, the owner, is a longtime basketball coach who spent 39 years coaching various Oak Creek boy's select basketball teams, Franklin High School Girls basketball and select teams as well as countless other teams; and

WHEREAS, Savaglia Financial Advisors is a long-standing sponsor of many community events, such as the Oak Creek Community Center Concert Series, Oak Creek Kiwanis Pancake Breakfast, and Oak Creek and Garden District's National Night Out. The Savaglia team also volunteers their time to several causes including the Hunger Task Force Farm in Franklin, mentoring Franklin High School students, serving as host families and volunteering for the AFS foreign exchange student programs; and

NOW, THEREFORE, BE IT RESOLVED that I, Daniel Bukiewicz, Mayor on behalf of the citizens of the City of Oak Creek, hereby congratulate Savaglia Financial Advisors on their 20th Anniversary.

Daniel J. Bukiewicz
Mayor, City of Oak Creek

ATTEST:

Catherine A. Roeske
City Clerk

RESOLUTION NO. 12073 - 061819

RESOLUTION OF APPRECIATION
TO
TODD R. ABEL

WHEREAS, Todd R. Abel began his employment with the City of Oak Creek on December 29, 1997, as a full-time Police Officer; and

WHEREAS, during his twenty-one years and six months of service, Todd R. Abel has been an integral part of the Police Department while serving as a Patrol Officer; and

WHEREAS, Todd R. Abel has served the citizens of Oak Creek with honor; and

WHEREAS, Todd R. Abel has been a valuable employee during his years of dedicated service with the Oak Creek Police Department, always striving to enhance the quality of life for the citizens of the City; and has been well known for his work ethic and his dedication to the Department; and

WHEREAS, Todd R. Abel received two (2) Shift Acknowledgements, five (5) Letters of Commendations, and one (1) Life Saving Award in recognition of his efforts and hard work as an Officer for the Oak Creek Police Department; and

WHEREAS, Todd R. Abel is retiring from the Oak Creek Police Department after completing 21 years and 6 months of full-time service to the City of Oak Creek.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek, for and on behalf of the citizens of the City of Oak Creek, that sincere gratitude and appreciation be extended to Todd R. Abel for his years of professional, dedicated and faithful service to the City of Oak Creek and the Police Department, and that the best wishes for good health and happiness be extended to Todd R. Abel and his family for future years.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of the meeting and that the City Clerk is hereby directed to transmit a suitable copy thereof to Todd R. Abel.

Passed and adopted this 18th day of June, 2019.

President, Common Council

Approved this 18th day of June, 2019.

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

TO BE PUBLISHED MAY 29 & JUNE 5, 2019

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a request by David DiSanto of ModHome, LLC to rezone and establish a residential Planned Unit Development (PUD) at the property of 10730 S. Howell Ave.

Hearing Date: June 18, 2019
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Applicant: David DiSanto, ModHome, LLC
Property Owner(s): 10730 S. Howell, LLC
Property Location(s): 10730 S. Howell Ave.
Tax Key(s): 973-9997-000

Legal Description:

West 20 acres of South 70 acres of North ½ of Southwest ¼ SEC 33-5-22. CONT. 20 acres.

The Common Council has scheduled other public hearings for June 18, 2019 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: May 22, 2019
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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Item No.

COMMON COUNCIL REPORT

Item: Rezone and Planned Unit Development for David DiSanto, ModHome, for the property at 10730 S. Howell Ave.

Recommendation: That the Council adopt Ordinance 2939, an ordinance to approve a rezoning of the property at 10730 S. Howell Ave. from A-1, Limited Agricultural to Rd-1, Two-Family Residential, Planned Unit Development (NO CHANGE to FW, Floodway or C-1, Shoreland Wetland Conservancy zoning districts), refer the matter to the Plan Commission to prepare and approve conditions and restrictions, and direct that this matter be referred back to the Common Council for its meeting of July 16, 2019 for a revision to Ordinance 2939 to incorporate the conditions and restrictions.

Fiscal Impact: Approval would allow for the development of an vacant parcel with an 85-home single-family residential condominium development. The development will include a club house with pool, common areas, walking paths, child recreation area, and dog park. Development with single-family residential condominium homes will yield positive fiscal impact in terms of assessed value, permit fees, and an estimated \$340,000 in impact fees. This property is not located in a TID.

- 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 Applicant, ModHome, is requesting recommendation of approval for the property at 10730 S. Howell Ave. to be rezoned to Rd-1, Two-Family Residential Planned Unit Development (PUD). No changes to the FW, Floodway or C-1, Shoreland Wetland Conservancy zoning districts are included in this request at this time.

Per the submitted narrative and general development plan, the PUD will include 85 single-family residences within a condominium ownership structure. This number was reduced from 87 since Plan Commission review. Council should be aware that the Applicant and their consultants have been working very closely with City staff to address development issues that have been reflected in the revised general development plan included with this report. Staff will continue to work with the consultants to address any remaining minor issues prior to submission of building permit applications. Increasing the availability of single-family residential housing options has been identified as a priority within the City's Strategic Plan.

Similar to a multifamily residential condominium development, all of the units will be on a single parcel (or parcels) with common ownership (condo association) and on-site third party management. Each of the units, with a designated area surrounding the actual building, will be sold or leased. Common amenities for the development will include the open space; clubhouse with management offices, fitness center, game

room, social room, kitchen, and quiet work/study room; pool with outdoor deck, grilling area, and fireplace; children's play area; dog park; and walking trails.

Five different home types will be constructed throughout the property: Jefferson, Kimberly, Tenton, Floridian, and El Paso. Of the 85 total residences, 15% are single-story ranch homes with 2 bedrooms (Jefferson and Kimberly), and 85% are two-story homes with 3 bedrooms (Tenton, Floridian, El Paso). Each home will have an attached garage with additional parking available on the driveway. Conceptual floor plans and models (Tenton forthcoming) are included with this report for reference. The +/-2,700 square-foot clubhouse with pool amenities will be located on the south side, which is the main entrance to the development. All interior roads and sidewalks/trails will be privately constructed and maintained, with parking restricted to one side of the street to maintain a minimum clear width of 20 feet for emergency access. This is reflected in the general development plan included with this report.

Wetlands and floodway are identified on the property, particularly on the east and south. Impacts to the wetland areas will require review and approval by the Wisconsin DNR. Copies of wetland fill permits/approvals will be required to be submitted to the City once issued. Floodway areas will remain undisturbed except for the installation of an unpaved (pervious surface) walking path.

The proposal includes a mix of garages, driveway space, and limited on-street parking. Minimum parking requirements for single- and two-family residential developments are two (2) per dwelling, for a total of 170 parking stalls for the PUD. Jefferson and Kimberly models will have a (minimum) one-car garage with sufficient space for an additional vehicle on the driveway. All other models will have a (minimum) two-car garage with sufficient space for an additional vehicle on the driveway. Therefore, parking requirements appear to be met in the proposal.

Minimum setbacks, which are measured to the exterior property lines for the entire PUD, appear to be met in the proposal. Maximum unit densities also appear to be met in the proposal. Per Code, the maximum density allowed is 5.8 units per net acre, which excludes wetland areas. Although the wetland delineation has not yet been finalized, and there will be application made to the DNR for fill in wetland areas, the area of the on site wetlands appears to be approximately 2.83 acres. Based on a net of 17.17 acres a maximum density would allow for 99 single or two-family units on the property under the base zoning of Rd-1.

A general development plan and conditions and restrictions (see attached) were part of the Plan Commission review of this request during their May 14, 2019 meeting. The Commission raised concerns regarding density, and asked questions regarding anticipated purchases versus leases, soil conditions, drainage, and ownership. Public comments included concerns for drainage, density, rental units, traffic, construction periods. A motion to recommend approval of the proposed rezone and Planned Unit Development to the Common Council resulted in a 3-3 vote, with 3 members absent. In such cases, the motion does not have enough votes to pass; however, the Applicant has requested and is entitled to Common Council consideration without a recommendation from the Plan Commission. Therefore, the application is being brought forward to the Common Council absent a recommendation from the Plan Commission.

After conferring with the City Attorney on this issue, staff has prepared this report for Council review. Should the Council approve the ordinance, staff will submit Conditions and Restrictions for the Planned Unit Development for the Plan Commission's review and consideration at their next meeting (June 25 or July 9, 2019). The Conditions and Restrictions will then be presented for Council approval at the July 16, 2019 meeting.

Options/Alternatives: Council has the discretion to approve or disapprove of the request, and to modify the proposed Conditions and Restrictions as part of their review of the rezoning and Planned Unit Development.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ordinance 2939

Location Map

Hearing Notice

Narrative and General Development Plan(s)

Plan Commission minutes 5-14-19

Conditions and Restrictions

ORDINANCE NO. 2939

By: _____

AN ORDINANCE TO REZONE THE PROPERTY AT 10730 S. HOWELL AVE. FROM A-1, LIMITED AGRICULTURAL TO RD-1, TWO-FAMILY RESIDENTIAL (PUD) PLANNED UNIT DEVELOPMENT (NO CHANGE TO FW, FLOODWAY OR C-1, SHORELAND WETLAND CONSERVANCY)

(5th Aldermanic District)

WHEREAS, DAVID DISANTO, MODHOME, has applied for a rezoning of the property at 10730 S. Howell Avenue from A-1, Limited Agricultural to Rd-1, Two-Family Residential (PUD), Planned Unit Development (no change to FW, Floodway or C-1, Shoreland Wetland Conservancy).

WHEREAS, the property is more precisely described as follows:

The West 20 acres of the South 70 acres of the North ½ of the Southwest ¼ of Section 33-5-22.

WHEREAS, the Plan Commission reviewed the request at its meeting of May 14, 2019 and did not recommend that the rezoning and planned unit development be approved; and

WHEREAS, the Common Council held a public hearing on said application on June 18, 2019 at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing, the Common Council is of the opinion that the best interests of the City would be served if the rezoning and Planned Unit Development was approved and authorized for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Planned Unit Development.

NOW, THEREFORE, the Common Council of the City of Oak Creek does hereby ordain as follows:

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands hereinabove described are hereby rezoned to Rd-1, Two-Family Residential (PUD), Planned Unit Development (no change to FW, FLOODWAY OR C-1, SHORELAND WETLAND CONSERVANCY) which shall include the aforementioned conditions and restrictions, and the Zoning Map of Chapter 17 of the Municipal Code is amended to reflect the Planned Unit Development rezoning.

SECTION 2: The Common Council directs the Plan Commission to prepare and approve conditions and restrictions consistent with the use as a Two Family Residential Planned Unit Development and consistent with past practices of the City and upon review of the conditions and restrictions by the Plan Commission this ordinance shall be further reviewed by the Common Council for the purpose of incorporating the conditions and restrictions.

SECTION 3: The Planned Unit Development is subject to the aforementioned conditions and restrictions on the design, construction and operation of the Rd-1, PUD (Two-Family Residential Planned Unit Development). The General Development Plan attached thereto as Exhibit A is hereby approved. Any substantial changes to the General Development Plan shall be subject to approval by the Common Council and may require additional public hearings.

SECTION 4: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 5: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 6: The rezoning shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.

Passed and adopted this _____ day of _____, 2019.

President, Common Council

Approved this _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT A: GENERAL DEVELOPMENT PLAN



KAPUR & ASSOCIATES, INC.
 10730 S HOWELL AVE
 OAK CREEK, WI 53154
 TEL: 414-763-1100
 FAX: 414-763-1101
 WWW.KAPURANDASSOCIATES.COM

PROJECT:
 OAK CREEK VILLAGE

PROPERTY:
 10730 S HOWELL AVE
 OAK CREEK, WI 53154

CLIENT:
 MODHOME LLC
 836 OAK STREET
 GLEN ELLYN, IL 60137
 847-414-3215

PROJECT TYPE:
 PUD SUBMITTAL

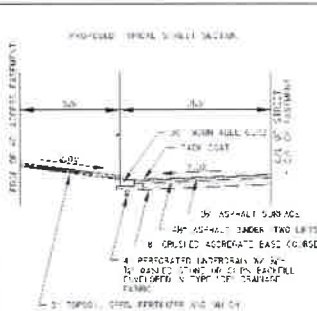
DATE:
 11/15/11



SCALE:
 1" = 40'

DATE:
 11/15/11

PROJECT NUMBER:
 C102



S. CHRISTINA COURT



S. HOWELL AVENUE
 (WIDTH VARIES)

HOME BREAKDOWN		
TOTAL # OF HOMES	240	0
CONDOMINIUMS	0	0
SINGLE-FAMILY	0	0
TOWNHOMES	0	0
TOTAL # OF UNITS	240	0
TOTAL # OF PLOTS	240	0

QUANTITIES		
TOTAL # OF HOMES	240	0
TOTAL # OF UNITS	240	0
TOTAL # OF PLOTS	240	0
TOTAL # OF LOTS	240	0
TOTAL # OF TRACTS	240	0

EXHIBIT A: GENERAL DEVELOPMENT PLAN (ENLARGED)



Location Map

10730 S. Howell Ave.



This map is not a survey of the actual boundary of any property this map depicts.



Legend

- 10730 S. Howell Ave.
- Floodway (2008)
- Officially Mapped Streets
- Flood Fringe (2008)
- DNR Wetlands Inventory
- Environmental Corridor

Department of Community Development

TO BE PUBLISHED MAY 29 & JUNE 5, 2019

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider a request by David DiSanto of ModHome, LLC to rezone and establish a residential Planned Unit Development (PUD) at the property of 10730 S. Howell Ave.

Hearing Date: June 18, 2019
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Applicant: David DiSanto, ModHome, LLC
Property Owner(s): 10730 S. Howell, LLC
Property Location(s): 10730 S. Howell Ave.
Tax Key(s): 973-9997-000

Legal Description:

West 20 acres of South 70 acres of North ½ of Southwest ¼ SEC 33-5-22. CONT. 20 acres.

The Common Council has scheduled other public hearings for June 18, 2019 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: May 22, 2019
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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DEVELOPMENT BRIEF: Oak Creek Village (Oak Creek, WI)

- Section 1: Development Team
- Section 2: Development Plan
- Section 3: Market Overview





Oak Creek Village Development Team

1. Developer

Jeremy Samatas and David DiSanto
Modhome, LLC
654 N Park Blvd
Glen Ellyn, IL 60137
Direct: 630.514.0667
jsamatas@modhomedev.com



2. Legal Representation

Steven R. Sorenson
von Briesen & Roper, s.c
Oshkosh, WI 54904
Direct: 920-232-4846
ssorenson@vonbriesen.com



3. Engineers

Thomas R. Perez, P.E.
KAPUR & ASSOCIATES, INC.
Principal: Site Development Manager
7711 North Port Washington Road
Milwaukee, WI 53217
414.751.7224 direct
tperez@kapurinc.com



4. Clubhouse Design / Build

Chris Manske
KELLER, INC.
Architect / Co-Owner
Mobile (262) 825-7095
Office (262) 250-9710
cmanske@kellerbuilds.com



5. Home Contractor/Builder

Alex Berlin
Rochester Homes, Inc.
Owner
Office: (888) 247-4317
Cell: (574) 835-5959
alex@rochesterhomesinc.com





6. Landscape Design and Installation

Sue Ellen Bloch
Bloch's Farm
Owner
W1604 State Road 23
Green Lake, WI 54941
920.294.600





SECTION 2 DEVELOPMENT PLAN

Address: 10730 S. Howell, Oak Creek, WI 53154
 Year Built: Phase I 2019
 Phase II 2020
 Amenities: 2,500 sqft Clubhouse, Pool, Secure Access
 Fitness Center, Dog Park, Tot Lot
 Homes: 85

Net Rentable Area: 151,293
 Avg Sqft: 1,780
 Avg Rent: \$2,671
 Avg Rent Sqft: \$1.50
 Home Mix: 5 - 2BR 1BA
 8 - 2BR 2BA
 72 - 3BR 3BA

Plan Name	Type	Sqft	Bedrooms per Home	UnitMix	Total Plan Square Footage
Jefferson	2br2ba	1144	2	8	9,152
Kimberly	2br1ba	1250	2	5	6,250
Tenton	3br3ba	1744	3	11	19,184
Floridian	3br3ba	1707	3	27	46,089
EL Paso	3br3ba	2077	3	34	70,618
				85	151,293

Description	\$	Per Home	Per Sqft
Land Acquisition Price	\$900,000	\$10,345	\$6
Development Acquisition Settlement Exp	\$512,225	\$5,888	\$3
Soft Costs	\$510,000	\$5,862	\$3
Debt Costs	\$360,000	\$4,138	\$2
Interest Reserve	\$0		
MH Developer Fees	\$250,000	\$2,874	\$2
Site Infrastructure Costs	\$2,675,000	\$30,747	\$18
Hard and Soft Contingency	\$345,000	\$3,966	\$2
Home Construction Costs	\$15,748,260	\$185,274	\$104
Clubhouse and Common Amenities	\$775,000	\$8,908	\$5
Total Development Budget	\$22,075,485	\$259,712	\$146



Phase I Development Budget - \$13,149,355

Phase I Development Timeline (Infrastructure, Clubhouse and 42 Homes)

Land Closing **June/July 2019**

Site Infrastructure work (Grading, utilities, sewer, stormwater, pavement) – **August – December 2019**

Clubhouse and Pool Construction **October 2019 – March 2020**

Home Lot excavation, foundations and utilities **September – December 2019**

Home Development, Site Work and Landscaping **November 2019 – March 2020**

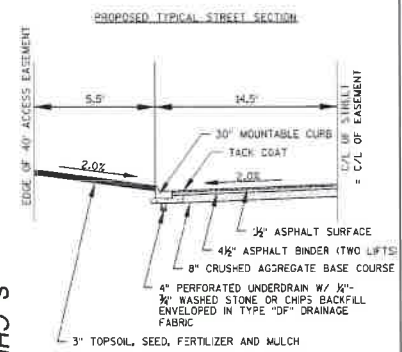
Phase II Development Budget - \$ 8,926,130

Phase II Development Timeline (Infrastructure and 43 Homes)

Site Infrastructure work (Grading, utilities, sewer, stormwater, pavement) **April – August 2020**

Home Lot excavation, foundations and utilities **July – September 2020**

Home Development, Site Work and Landscaping **August – December 2020**



S. CHRISTINA COURT

HOME BREAKDOWN

HOME TYPE	QUANTITY	SYMBOL
JEFFERSON	8	J
KIMBERLY	5	K
TENION	11	T
FLORIDIAN	28	F
EL PASO	32	E

QUANTITIES

ITEM	QUANTITY	UNIT
ASPHALT PAVEMENT	9675	SY
CURB & CUTTER	8466	LF
LIGHT POLE	10	UNITS
TREES	20	UNITS



KAPUR & ASSOCIATES, INC.
 CIVIL ENGINEERS ARCHITECTS
 1711 N. PORT WASHINGTON ROAD
 MILWAUKEE, WISCONSIN 53233
 PHONE 414.261.8848 FAX 414.261.1111
 www.kapurengr.com

PROJECT:
OAK CREEK VILLAGE

LOCATION:
 10730 S HOWELL AVE
 OAK CREEK, WI 53154

CLIENT:
MODHOME, LLC
 696 OAK STREET
 GLEN ELLYN, IL 60137
 847-414-3215

RELEASE:
PUD SUBMITTAL

REVISIONS

#	DATE	DESCRIPTION
1	1/20/09	PRELIMINARY PL
2	1/20/09	PUD LAYOUT #1
3	1/20/09	PUD LAYOUT #1



SCALE: 1"=50'

DATE: 1/20/09

BY: [Signature]

SHEET SITE LAYOUT PLAN

PROJECT MANAGER: [Signature]

PROJECT LEADER: [Signature]

DATE: 1/20/09

SHEET NUMBER
C102

SHEET INDEX

C1.0 SITE PLAN
 A1.0 FLOOR PLAN
 A2.0 ELEVATIONS

PROJECT INFORMATION

APPLICABLE BUILDING CODE

2015 INTERNATIONAL BUILDING CODE (WITH WISCONSIN AMENDMENTS)
 ASHRE STANDARD 90.1-2013

BUILDING CONTENT

BUILDING & FIRE AREA SQUARE FOOTAGES

FLOOR AREAS	NEW	SUB-TOTAL
SECOND FLOOR	— S.F.	— S.F.
FIRST FLOOR	2,384 S.F.	2,384 S.F.
CANOPIES (COLUMN SUPPORTED)	120 S.F.	120 S.F.
BASEMENT	— S.F.	— S.F.
BUILDING AREA (SUB-TOTALS)	2,504 S.F.	2,504 S.F.
MEZZANINES	— S.F.	— S.F.
FIRE AREA TOTALS	2,504 S.F.	2,504 S.F.

HIGH PILE STORAGE: NO
 FIRE ALARM SYSTEM: VERIFY

OCCUPANCY

A3, B, S1
 NON SEPARATED

CONSTRUCTION CLASSIFICATION

TYPE SB CONSTRUCTION
 SPRINKLED: NO
 FIREWALL: NO

ALLOWABLE AREA

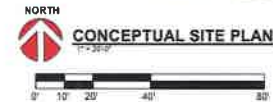
TABULAR FLOOR AREA: 6,000 S.F.
 FRONTAGE INCREASE: 4,500 S.F.
 SPRINKLER INCREASE: N/A
 TOTAL ALLOWABLE AREA: 10,500 S.F.
 ALLOWABLE FIRE AREA: 10,500 S.F.

BUILDING/SITE CONTENT

BUILDING SIZE: — S.F. —-%
 HARD SURFACE: — S.F. —-%
 GREEN SPACE: — S.F. —-%
 PARCEL SIZE (APPROX): — S.F. — ACRES
 PARKING PROVIDED: — STALLS (1 STALL/— S.F.)

ZONING INFORMATION

ZONING: PUD
 FRONT YARD SETBACK: SEE CIVIL
 SIDE YARD SETBACK: SEE CIVIL
 REAR YARD SETBACK: SEE CIVIL



THE LOT DIMENSIONS AND BEARINGS SHOWN ON THIS PLAN ARE INTERPRETED VALUES. FOLLOW UP INVESTIGATION WITH STATE AND LOCAL AUTHORITIES AND/OR WITH CERTIFIED SURVEY MAP DATA WHEN AVAILABLE IS REQUIRED

PROPOSED FOR:

MH OAK CREEK CLUBHOUSE

OAK CREEK,

WISCONSIN

Keller
 PLANNERS | ARCHITECTS | BUILDERS

DESIGN: NEW YORK, NY | WISCONSIN: MILWAUKEE, WI
 NEW YORK: 212.512.1000 | MILWAUKEE: 414.224.1000
 CHICAGO: 773.345.1000 | MADISON: 608.271.1000
 LOS ANGELES: 310.440.1000 | PHOENIX: 602.440.1000
 HOUSTON: 281.440.1000 | SAN ANTONIO: 214.440.1000
 AUSTIN: 512.440.1000 | DALLAS: 972.440.1000
 SAN DIEGO: 619.440.1000 | SEATTLE: 206.440.1000
 PORTLAND: 503.440.1000 | DENVER: 303.440.1000
 BOULDER: 303.440.1000 | COLORADO SPRINGS: 719.440.1000
 BOULDER: 303.440.1000 | COLORADO SPRINGS: 719.440.1000

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PROPOSED FOR:
MH OAK CREEK CLUBHOUSE
 OAK CREEK,
 WISCONSIN

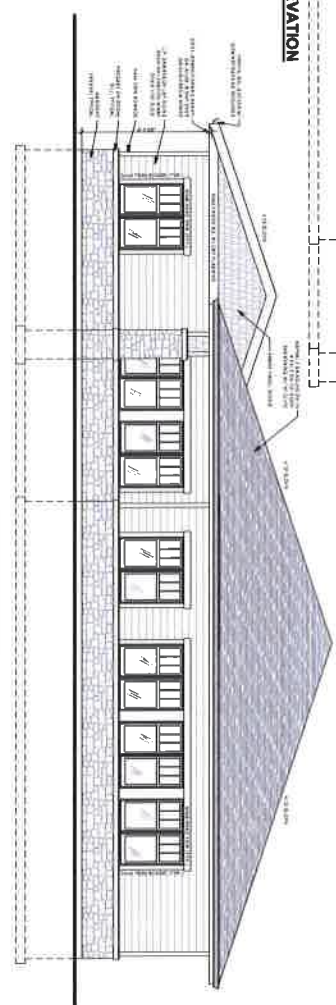
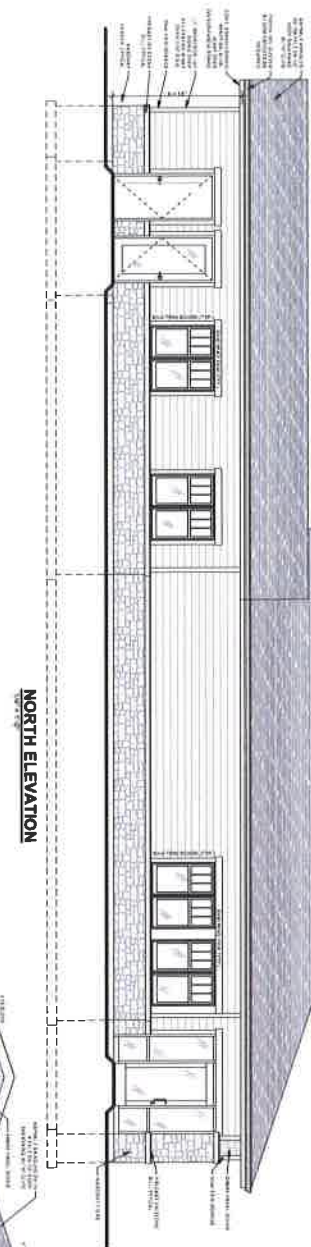
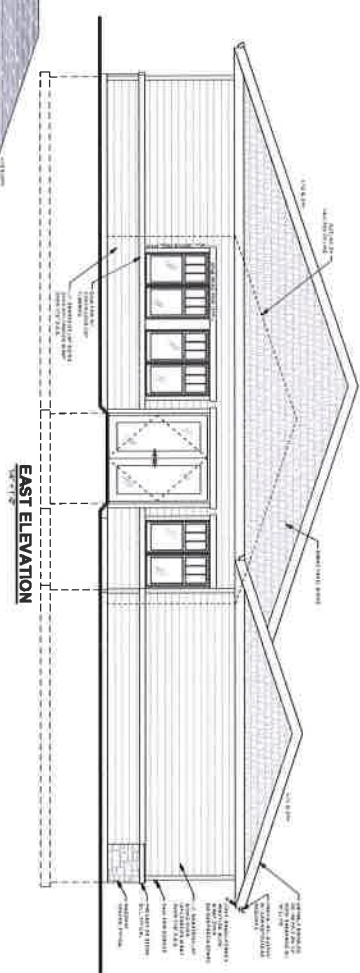
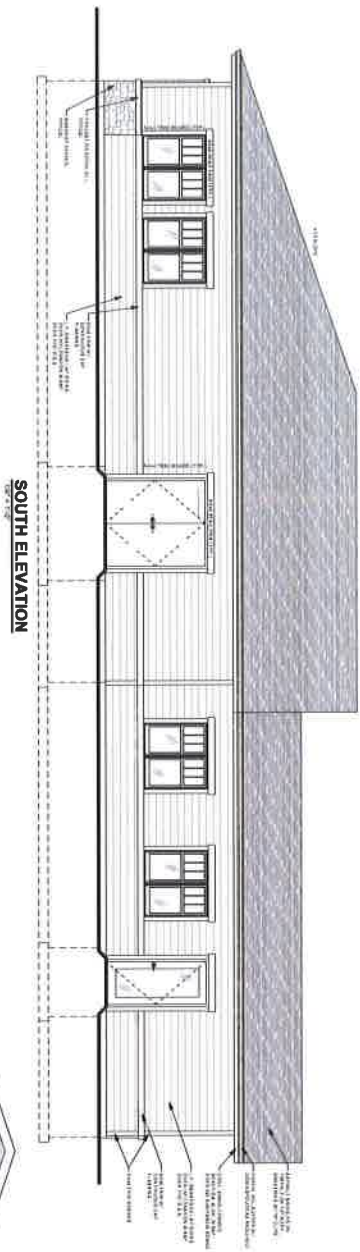
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REVISIONS

1	APRIL 17, 2019	KRW
2	MAY 21, 2019	KRW

PROJECT MANAGER: S. LAUSTEN
DESIGNER: C. MANSKE
DRAWN BY: KRW
EXPECITOR:
SUPERVISOR:
PRELIMINARY NO: P19081
CONTRACT NO:
DATE: APRIL 4, 2019
SHEET: C1.0

PRELIMINARY - NOT FOR CONSTRUCTION



PRELIMINARY - NOT FOR CONSTRUCTION

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 Keller Architects, Inc.
 1000 N. Lincoln Ave.
 Oak Creek, WI 53151

REVISIONS

1	ASBRL 12 2018 KRW
2	MAY 24, 2018 KRW

PROJECT MANAGER: S LUSTEN
DESIGNER: C MARSH
DRAWN BY: KRW
EXPECTOR:
SUPERVISOR:
PRELIMINARY NO: P18001
CONTRACT NO.:
DATE: APRIL 4, 2018
SHEET: **A2.0**

PROPOSED FOR:
MH OAK CREEK CLUBHOUSE
 OAK CREEK, WISCONSIN

Keller
 PLANNING | ARCHITECTURE | INTERIORS

PROJECT: MH OAK CREEK CLUBHOUSE
CLIENT: OAK CREEK MUNICIPALITY
ARCHITECT: KELLER ARCHITECTS
DATE: APRIL 4, 2018
SCALE: AS SHOWN
PROJECT NO.: P18001
CONTRACT NO.:
DATE: APRIL 4, 2018
SHEET: A2.0



MH OAK CREEK CLUBHOUSE

OAK CREEK,

WISCONSIN



SECTION 3 MARKET OVERVIEW

- **Introduction:** ModHome, LLC (the “Developer”), is developing a 21 acre parcel into luxury rental community consisting of 85 single family homes with common area amenities. The development is located in the south suburban Milwaukee town of Oak Creek, Wisconsin. In addition to the 85 homes, the community will share amenities including a 2,500 square foot clubhouse with dedicated management offices, social room with full kitchen, fitness center, game room and a quiet work/study room; other community amenities to include outdoor pool deck with grilling pavilion, outdoor fireplace, dog park and walking trails.
- **Location:** Oak Creek is located within the suburban lakefront community just twenty minutes south of Downtown Milwaukee. With its close proximity to the larger city, low crime rate, and numerous high-performing public schools, Oak Creek serves as a popular affordable home base for many Milwaukee commuters. Oak Creek is bordered by I-94 and is ideally located ten minutes from the General Mitchell International Airport. Oak Creek had a population of 34,451 at the 2010 census and is growing significantly with emergence of major development projects such as Drexel Town Square 85 acres of residential, retail and corporate and civic offices; OakView Business Park is a 220 acre business park located across the street from our site; and the announcement of a new employers such as Masterlock corporate headquarters and Amazon’s 2.5 million square foot distribution center that will create 1,500 full time jobs by 2021. Many name brand companies have significant offices in Oak Creek such as: Northwestern Mutual corporate headquarters, Ikea’s only store in the state, PPG’s largest plant in the world, GE Healthcare, Honeywell, FedEx, Pilot, Komatsu, Stella & Chewy and the highly publicized development of Foxconn’s \$10 billion manufacturing facility, located approximately 15 minutes south of Oak Creek. All these strong brands provide economic stability and decades of future employment growth to Oak Creek.





DEVELOPMENT RATIONALE

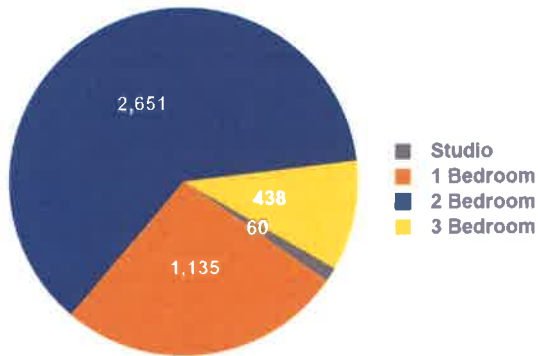
ModHome, LLC sees an opportunity to leverage the expansive economic development in Oak Creek over the last five years and add the one asset class that hasn't been introduced during the cycle, *single family homes*. Oak Creek has transformed itself into one of the premier destinations for new and old families to live, work and play in the greater Milwaukee metro. The City has won major corporate relocations and developments; significant expansion of entertainment, restaurants and retail spaces in the Drexel Town Center; and a brand new high school center that opened in fall of 2017. The City is pro-business and pro-development but has not attracted any new built housing outside of traditional luxury apartments. The median age of the city's housing stock in a 3 mile radius is approximately 40 years old. Median household income is \$67,035, with 2.4 occupants and 2 vehicles. These statistics support our strategy to attract young millennial households, first time home seekers who are renters by choice, but desire more space for their growing family and the privacy offered by single family home.

ModHome, LLC is introducing the first single family rental community in greater Milwaukee metro. *The ModHome model combines the benefits of both a luxury apartment community's maintenance free living and common area amenities with the privacy and comfort found in single family homes.* To execute this strategy, the Developer has to provide attractive home designs, modern finishes, open floorplans and integrate smart home technologies all for a competitive value compared to the Class A apartment inventory and the cost of ownership.

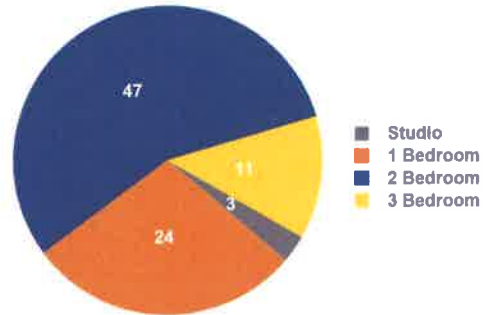
- **Rental Market:** Oak Creek is part of the Southern Milwaukee County submarket. The submarket as a whole is an industrialized suburb that offers affordable housing, short commutes to Downtown Milwaukee and safe communities. The submarket is known to offer good schools and quality neighborhoods at reasonable prices. *Oak Creek and Franklin are the more affluent zip codes in the submarket.* Apartments rents are nearly 25% higher than the submarket average and the median apartment size is the largest at 1,100 square feet. The submarket has a long history of tight vacancy. The market has successfully absorbed delivery of approximately 800 units over the past three years from Emerald Row Apartments, Drexel Ridge Townhomes and Forge & Flare Apartments, all located within Oak Creek and all are stabilized. Emerald Row and Drexel Ridge are working on Phase II additions to their original projects, but both are relatively small and total 224 units in 2019. A majority of the apartment inventory of smaller units. With a total inventory of 4,284 units, 3,846 units or 90%, are 2Br's or less. *In contrast, ModHome is targeting families with a larger average floor plan and 72 of 85 homes with 3Br's or 85%.* Demand for larger units in the submarket has been robust. There are 438 three bedroom apartments in the market and only 11 are vacant as of *12/10/2018 per CoStar data.*



EXISTING UNITS

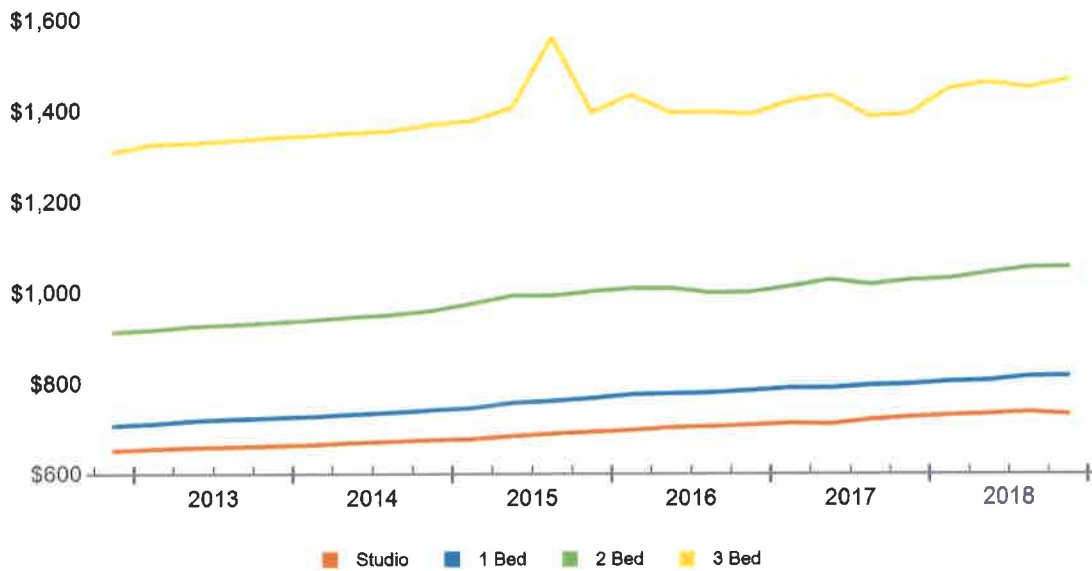


VACANT UNITS



Market supply demand inefficiencies for three bedrooms apartments is evident in the more significant movements in the average market rent trend as compared to other unit types units which has maintained a gradual trend line and a slight flattening in Q3 2018 data.

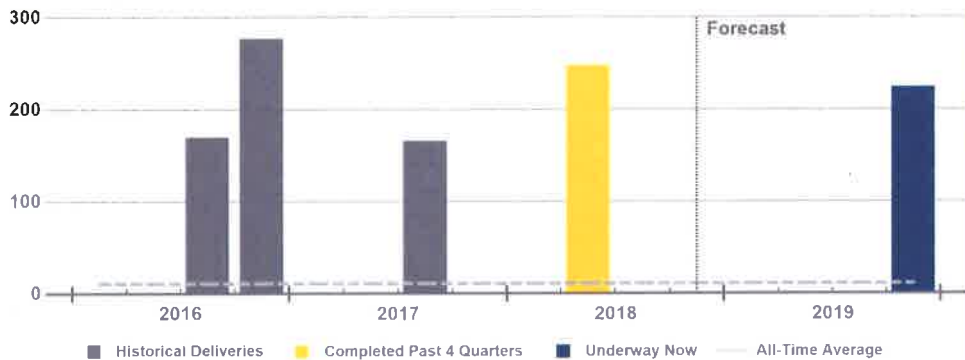
MARKET RENT PER UNIT BY BEDROOM



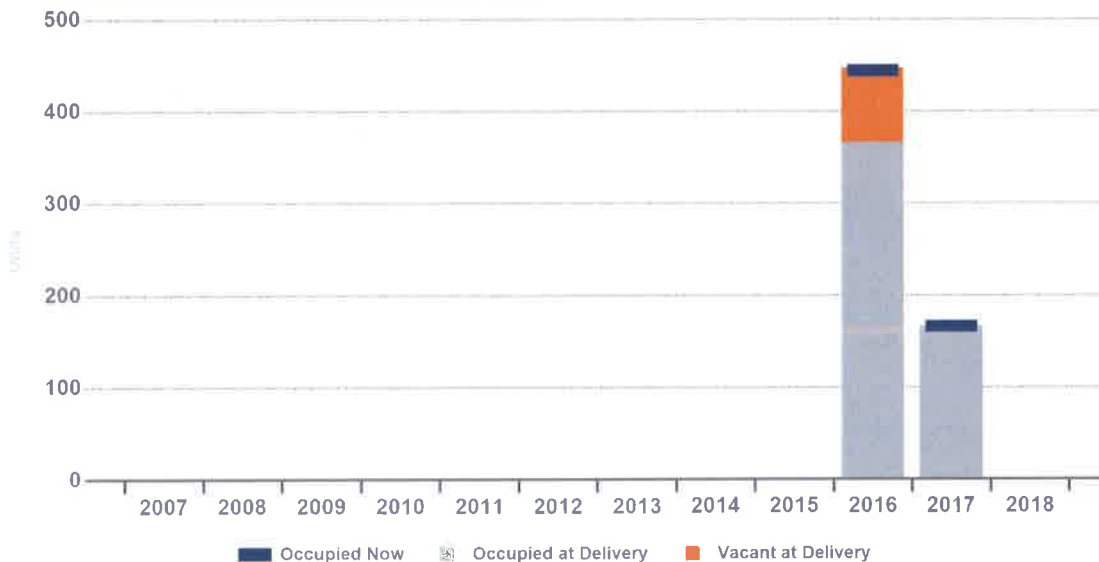


Another example of strong fundamentals is shown through the markets absorption of new supply without negatively impacting effective rents (as shown above). Also, the market was able to prelease a majority of new deliveries prior to the product being available for rent, as shown in the second chart below. Developers typically plan for 10-18 months of leaseup period at discounted rents to stabilize the property as soon as possible. The CoStar data shows full lease up of new deliveries within 12 months of availability at market rates.

PAST AND FUTURE DELIVERIES



UNITS OCCUPIED IN DELIVERIES OVER TIME





Demographic Overview (moody's 12/10/2018)

Population (1 mi)	Avg. HH Size (1 mi)	Avg. Age (1 mi)	Med. HH Inc. (1 mi)
6,815	2.3	37	\$65,173

DEMOGRAPHIC SUMMARY

Population	1 Mile	3 Mile	5 Mile
2018 Population	6,815	53,966	143,424
2023 Population	6,880	54,064	143,299
Pop Growth 2018-2023	1.0%	0.2%	(0.1%)
2018 Average Age	37	39	40
Households			
2018 Households	2,920	22,335	58,641
2023 Households	2,948	22,368	58,546
Household Growth 2018-2023	1.0%	0.2%	(0.2%)
Median Household Income	\$65,173	\$67,035	\$63,248
Average Household Size	2.3	2.4	2.4
Average HH Vehicles	2	2	2
Housing			
Median Home Value	\$213,750	\$189,849	\$178,672
Median Year Built	1992	1981	1971

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, May 14, 2019**

Alderman Guzikowski called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Sullivan, Alderman Loreck, Alderman Guzikowski, Commissioner Oldani, and Commissioner Siepert. Mayor Bukiewicz, Commissioner Carrillo, and Commissioner Chandler were excused. Also present: Kari Papelbon, Planner, and Director of Community Development Seymour.

**REZONE AND PLANNED UNIT DEVELOPMENT
MODHOME LLC
10730 S. HOWELL AVE
TAX KEY NO. 973-9997-000**

Planner Papelbon provided an overview of the request to rezone the property at 10730 S. Howell Avenue from A-1, Limited Agricultural to Rd-1, Two-Family Residential with a Planned Unit Development (PUD). (See staff report for details).

The applicant, Jeremy Samatis, 670 N Park Blvd, Glen Ellyn, Illinois, did a short presentation of the project which included five styles of Single-Family houses. (See staff report for details).

- Some of the amenities include:
 - Club house
 - Large pool
 - BBQ grilling pavilion
 - Gated dog park and dog washing station
 - Community trail connects to Oak Leaf Trail
 - Open floor plans
 - 9' Foot ceilings
 - Fireplaces
 - Smart home features: keyless entry, Wifi thermostats, 24/7 security and fire monitoring
 - Quartz countertops
 - Energy star appliances
 - Manufactured wood floors
 - Luxury bathrooms
 - Efficient furnace and Central Air
 - Laundry rooms with full size washer and dryer
- He gave national and local statistics of the benefits of access to a home without the obligations of ownership.
- Listed benefits to residents
- Provided a background of the developer

Steve Sorenson, 479 Golf Hill Court Road, Green Lake, Wisconsin, von Briesen and Roper, explained he is present to address the concept and advantages of this project. He explained this is a condominium project so it will be maintained and managed by a single management company to create uniformity and the City will not be responsible for any maintenance. Mr. Sorenson continued to explain that he spoke with Alderman Loreck and Mayor Bukiewicz and made changes to gear this project to Oak Creek, which lead to the single family home instead of the

multi-family units or duplexes. He compared the cost of these homes to the cost of a new apartment in Oak Creek.

Commissioner Hanna expressed concern over the density of the homes in this project.

Mr. Sorenson explained it is less than the allowable density per Oak Creek Ordinance; 160 units is the allowable density in this complex.

Alderman Guzikowski explained it does seem denser, but these are homes and has a more residential feel.

Commissioner Hanna reiterated that the overview makes it look very dense and without measurements it is hard to know how close the houses are.

Mr. Sorenson clarified that this is not meant to duplicate a single-family residential neighborhood; this is a condominium or PUD project. This is meant to be affordable and quality housing. The development is meant to balance the costs of new single-family homes and still maintain all the required clearances from other houses, roadways, and the property lines. He explained this is for people that do not want to live in a multi-family condominium project or apartments, but does not have the resources or desire to maintain a lot in a regular subdivision at that level.

Commissioner Hanna asked Planner Papelbon if they are required to hold a public meeting to notify the public of the rental options going up in that area and what is happening.

Planner Papelbon explained part of the notice is notice for this meeting. Any review that comes before the City has a notice that goes along with it. They are not required to do a public information meeting before they submit anything everybody does get notice of this.

Mr. Sorenson explained himself and the developers are happy to talk with the community about this project.

Commissioner Hanna explained she is concerned about the rental option verses the ownership option.

Mr. Sorenson explained the option to buy is available. He continued to explain that Oak Creek has no developments like this and marketability studies say this is the type of project that would work well in Oak Creek.

Alderman Loreck asked about the proposed rental costs of these units.

Mr. Sorenson stated the estimate is \$2,000 a month for a two bedroom and \$2,500 a month for a three bedroom.

Alderman Loreck inquired if this specific concept has been used somewhere else.

Mr. Sorenson explained ModHome has not done this other places, but it has been done other places.

Alderman Loreck asked if there is study on the turnover of tenants for these types of units verses multi-family complexes.

Mr. Sorenson specified there would not be a study on this specific type of project because it doesn't exist, but there are similar projects in areas of senior citizens. In those types of areas the turnover rate is very low and usually occurs due to death.

Director of Community Development Seymour asked if the leases would be 12 month leases or month to month leases.

Mr. Sorenson confirmed the leases would be 12 months and they wouldn't offer month to month leases.

Alderman Loreck questioned what if the association fee would be included in the rent and what it would cover.

Mr. Sorenson explained the renters only pay rent and everything is handled for them.

Alderman Loreck asked if the renters are allowed to put things up in their yards.

Mr. Sorenson explained there are limited common areas that surround the facility where chairs could be out, but most of the land would be referred to as common area.

Commissioner Siepert asked if the houses are modular homes and would not have a basement.

Mr. Sorenson confirmed this.

Commissioner Siepert inquired if the applicant is aware of condition of the soil at this location.

Mr. Sorenson referred to the engineer for the project.

Dan Janke, Kapur and Associates, 7711 North Port Washington Road, Milwaukee, stated he is not the environmental engineer, but there is a phase two study being done right now.

Commissioner Siepert asked if the applicants are aware that it is a land filled area.

Mr. Janke stated he knows the south side of the site has some of that, but the phase two study will address all the soil.

Commissioner Siepert questioned if these would be strictly rental units that will not be sold.

Mr. Sorenson explained that every unit is going to be sold and the owner can rent the facility. The project will start out with their company owning all of the units and they will sell them so people can buy the units. The market they are aiming for is the rental market. These are condominiums so someone or multiple people will own all these units. The condominium association will run the whole project and will be in charge of all maintenance and lawn upkeep.

Dave Dudor, 10670 S. Howell Avenue:

"Most of the questions that I have were answered by the presentation. However, is there any concern that this property is in the 100 year flood plain? I don't know if that's a concern or not that has any bearing on it. I guess that's the last question that I had on my list."

Mr. Janke explained the flood plain and the flood way are on the eastern portion of the site and

will not be disturbed. Flood plain storage, volume, and flood way boundary are all the same. They are maintaining a minimum of a 15 foot setback from any FEMA mapped flood way.

Eric Kotecki, 10765 S. Christina Court:

"We bought our house about three years ago; nice quiet neighborhood. All owners as far as we know of, our concern is renters too. Renters don't seem to care about properties nearly as much as homeowners do. The capacity seems outrageous too, 20 acres to fit 87 homes, that's going to be packed in pretty tight. Noise is going to go up, constant lawn mowers and snow blowers, I know one property management is going to take care of it, but that's a lot to take care of. Rather than hearing one snow blower go by on our single block, that's six more roads or eight more roads to plow. I'm concerned about wetlands too because we have water that builds up close to our property as it is or on our property as it. Are all these new homes are they going to drain towards Howell or when it rains it's all got to go somewhere? Those are my main concerns and rental properties, rental properties; single family homes are never good. Thank you."

Alderman Guzikowski said questions would be held until the end.

Andrea Kultgen 10723 S Christina Court:

"Our main concern is definitely echoing the wetland, the entire area back there is absolutely prone to flooding. The drawings you're rendering this pathway looks to be literally through our backyards. So it is concerning that the traffic, any foot traffic from these rental properties, that of course are rental verses owned would be coming through the neighborhood and are people who are tenants turning over very frequently. Again, owned homes, we have plenty of family friends that are looking for lots to buy in Oak Creek to build homes and own them, but not necessarily rental. I'm absolutely opposed to that."

Alderman Guzikowski explained that buying land to build a typical house on is cost prohibited and that's why developers are looking to do projects like this. We are still trying to build traditional neighborhoods, but the cost of doing business like that is not as easy as one would think.

Director of Community Development Seymour stated, density is a concern, but the Comprehensive Plan shows this land as two-family residential or duplexes. Director of Community Development Seymour believes the minimum lot size for those types of homes in the zoning code is about a third of an acre. On paper this proposed plan actually has fewer units then what would be allowed under the current Comprehensive Plan designation for two-family residential.

Nichole Kotecki, 10765 S. Christina Court:

"I didn't even want to come tonight, and my husband told me, 'No, we need to do this,' and when you guys popped that picture up there, I almost cried. We bought this house and there is a beautiful farm behind there, I sit there and do my dishes and I look at this barn and imagining staring at 87 houses is outrageous. You talked about how you lived in Chicago or you live in Chicago, I used to live in Chicago, I don't live in Chicago anymore, if I wanted to live in a house where I turned around and I looked out a window and saw another window or that many houses I would still live in Chicago. I cannot believe that there aren't more people here and I kind of remember the paperwork saying this meeting was open to people within, I think it was 350 feet. I don't think we would have this less of

a turn out had all of the neighborhood been notified. I'm ready to cry right now, I cannot believe that this is something that's going to possibly happen; I wouldn't even want to live in Oak Creek anymore or that area if this happened. I am going to cry, I'm sorry, but yes the water damage back there, we see the flooding in spring, it is really bad and I can only imagine, I know you guys probably hear engineers have all your information and stuff like that, but I can tell you from experience that it's going to go somewhere and it's going to go on my kids' playset and it's going to go, I just can't imagine it, it's sad."

Alderman Guzikowski asked Planner Papelbon what the square footage for notice distribution is.

Planner Papelbon explained the City code states for public hearing notices we notify people within 300 feet of the proposed project. For this project notifications went a little outside of that 300 foot rule. Alderman Gehl recently informed planning staff that for the public hearing before the Common Council, should this item move forward, the area for notification will be expanded so additional people would be notified.

Jim Steffens, 10724 S. Christina Court:

"Evidentially, these letters only went out to people on Christina Court because we happen to be on the back side of this. I mean there is just so much, in the spring we see the Root River flooding, and the minute you add all this, acres of concrete that waters going to go right in our backyard. Not only adding the traffic, I mean you have a business complex on the other side, now we got FedEx, and then you're going to have all this traffic from a condo thing, with twice as many buildings as there should be on that piece of land. I think this is just ridiculous and then on top of it, renters are notorious for destroying areas, just because they don't care, they know they can go in and live in this nice place for a year and then they walk out and then somebody else comes in. I just think this is just a horrible, horrible idea."

Director of Community Development Seymour stated he would not characterize any group of people as being notorious for destroying an area.

A resident made remarks or asked questions off the microphone.

Director of Community Development Seymour explained providing specific examples would be more appropriate than making sweeping generalizations.

Alderman Guzikowski asked the applicant to help answer the benefit of rental, people taking care of their property verses people that don't own the property and will not be inclined to take care of it.

Mr. Sorenson explained the renters are in no way responsible for maintaining the property; the owners will be responsible for maintaining the property. All of the proposed units will be owned and the management company that the owners hire will be responsible. The renters will not have the ability to do anything to be sloppy because they are not responsible for anything. There will be rules regarding the way cars are parked and what can be placed outside. There will be rules like a condominium property. This is a marketing concept that can work in this community because of the need for housing in the community. Mr. Sorenson stated he can provide statistics on housing developments and the pressure for this type of housing. There will be reserved funds to make repairs to the homes.

Commissioner Hanna asked the applicant, if after hearing all the comments, if he would be open

to investigating the approach of just having the ownership part of the plan without the rental portion.

Mr. Sorenson explained they had looked at that approach a great deal; however, the cost of buying the properties eliminates a huge portion of the market that is looking for housing in the community.

Commissioner Hanna pointed out that Mr. Sorenson said he was planning to sell all the properties anyway.

Mr. Sorenson said they will sell over time as the demand resolves and the project will take place in two phases to keep the project cost effective. This project will keep the quality up because of the single management company.

Alderman Guzikowski asked for the best qualified person to address the issue of drainage.

Mr. Janke explained there is a flood way on the property, but the developers will follow the strict ordinance set by the city of Oak Creek. Right now, everything does drain to the south east corner of the site, which is where a proposed wet detention basin will be that will treat the water; 80% total suspended solids or pollutants removal. This will hold the flow and reduce it. According to City code the development cannot increase the water to the flood way area, but must reduce it. Phil Beiermeister, environmental design engineer with Oak Creek, has reviewed the model and concurred with the proposed wet detention basin.

Alderman Guzikowski asked where the outflow was located.

Mr. Janke explained it would flow to the south east because that cannot be changed, but it would reduce the flow by using private storm sewers and holding the water.

Alderman Guzikowski called for residents wishing to speak.

Nichole Kotecki, 10765 S. Christina Court:

"The other thing I wanted to mention, you're talking about doing two phases, so that's two years of you guys doing construction in our backyard. My husband's a third shifter so now you're also affecting his quality of life because he's not going to be able to sleep with you guys building there constantly. I can tell you there already doing construction right across the way on that new building, I'm not sure the address, but it's kiddie-corner over there, we hear it, we hear it all day. When they're working on it, we hear it so telling me that you're going to work on 44 house for the first year and then another 43 houses for the next year, that's, I mean would you like to hear that every day? I mean it's outrageous, I'm sorry, that's it."

Alderman Guzikowski asked Ms. Kotecki what do you think the neighbors thought when the neighborhood you live in was being built.

Nichole Kotecki, 10765 S. Christina Court:

"I understand that."

Alderman Guzikowski continued they were probably feeling the same angst and uneasiness, but

sometimes you have to look at the big picture. The farm owner, as a business, has to sell it; they're doing it for a reason too. It does make life difficult for you for two years, especially with sleeping patterns and jobs, but the quality of life is going to be much better when it's all said and done.

Nichole Kotecki, 10765 S. Christina Court:

"And I'm not sure how many houses they built at one time, I kind of think it wasn't 87 at one time, just considering the cul-de-sac is only a small amount. 87 is a big number."

Alderman Guzikowski stated he understands and thanked Ms. Kotecki. Alderman Guzikowski asked for other speakers.

Suzi Rzeplinski, 10851 S. Christina Court:

"We bought our home not even a year and a half ago, purposefully because it's in a cul-de-sac, it's private, it's quiet and we chose to invest quite a bit of money into Oak Creek because we believe in it and the community and the family values of it. So, seeing an 87 single home development go in behind my property that I have to look at through my kitchen, dining room, living room, master bedroom, and master bathroom every day is very upsetting to me and makes me question the investment we made here in Oak Creek if that were to go into place. Also the fact that 87 single family homes times three people per home that's a lot of people, that's a lot of vehicles, that's a lot of traffic and we wanted a quiet neighborhood, which we have right now and there are a lot of neighbors here speaking up. I mean there's not that many homes on Christina Court, over half the people on the street are here saying what they're thinking. So, I just really want to encourage you to listen to the neighbors and the residents who already are here and already invested in Oak Creek and to take that into consideration when you consider this development."

Jim Block, 103 E. Elm Road:

"This project here will change the view out of my rear window as well. I was just curious, on the map it shows unit 87 drawn quite a bit smaller than unit 80 does this drawing indicate which one of the houses you get abutting my property?"

Director of Community Development Seymour explained he will not speak for the applicant, but there are five different housing types that are shown.

Jim Block, 103 E Elm Road:

"Is this drawn to scale? Right, I saw there are five different style homes, so does this indicate that unit 87 may be a smaller unit than unit 80, as a for instances."

Director of Community Development Seymour explained the regulatory document, which would be similar to the general development plan that was provided with the staff report. There will be letters on the regulatory document to indicate what type of unit can be built in each spot. They are bound by what is shown on the plan.

Jim Block, 103 E. Elm Road:

"Can I ask also, how close to the lot line, to the north would the new homes be? How many feet south of the lot line?"

Director of Community Development Seymour stated he believes it to be 30 feet, which is the same as the zoning on the adjacent residential parcels and the same as what would have been for the two-family homes that would be allowed under the current Comprehensive Plan amendment.

Alderman Guzikowski asked for anyone else asking to speak.

Suzi Rzeplinski, 10851 S. Christina Court:

"I forgot my most important point. For reference, based on the density of the homes, you can see the plot lines of the homes on Christina Court in the dark green on the right there's about, it's hard to see, but I think there's about six to eight properties of single family homes for where you've got 12 or more if you count the street going across the top of the page and then down the right, I mean there's over 12 units there, so there's 12 units where you've got six to eight homes and so your observations about how dense it is based on the size of that property and the fact that I stare at that lot every single day that I'm home, I think it's very concerning the density and just how much it's actually going to affect the quality of life of everyone who's already living there."

Alderman Guzikowski asked for any other comments or questions.

Kristine Patzer, 115 E. Elm Road:

"Just had one question, I know there's going to be walking trails, are the walking trails going to be available for people that live in the area, not just for the residents?"

Alderman Guzikowski explained the trails will be connecting up to the Oak Leaf trail so anyone will be allowed to use them.

Kristine Patzer, 115 E. Elm Road:

"And then the buildings that are there, the two homes and the barn, how will those be removed? Will they be burned? Has that been decided?"

Alderman Guzikowski stated he is unsure if they have an answer for that. Right now, they don't know if the property has been bought or sold, they could still be in that stage of the progress.

Alderman Guzikowski asked for any last questions.

Josh Kultgen, 10723 S. Christina Court:

"I just had a follow-up question about the trails, are those planned to be lit trails?"

Alderman Guzikowski stated they would not be; there are no lit trails in the City.

Josh Kultgen, 10723 S. Christina Court:

"Right, I was just wondering, just in case because if we had those lit that would be absolutely a deal breaker because then that's lighting up everyone's backyard and even worse than all the houses there would be all the lit trails."

Alderman Guzikowski again asked for other questions or comments.

David Paro, 159 E. Elm Road:

"I just, kind of a cautionary thing too you guys, both me and my wife are police officers and generally speaking when you see rental properties your calls for service go up through the roof. It's just, actually we have theory within law enforcement it's called broken window theory, if you have a broken window and you're not taking care of it yourself you don't own that specific property generally speaking crime comes into that community. With Oak Creek being what it is and the amount of rental properties that we've allowed into it over the past couple years, I wouldn't be very surprised that this strain that you're going to put on your law enforcement community with the calls for service, especially with a building of this magnitude. Just on a side note as well, both me and my wife we bought our home three years ago, we're 30 years old, we're new, this is the first home that we built or bought. Just looking at if I had the option of either spending \$2,000 a month on a rental property or spending \$2,000 a month on buying a new home, there's no question to ask that I would buy a new home for that equity in itself. What is to say that there's no really no places in this community except for Drexel Town Square that you can rent a rental property for \$2,000 a month, that is a very, very high cost. What happens when these rental properties all sudden have to reduce the amount that they are renting these out to \$1,000, to \$900, \$800 a month and you get the different people throughout the community that are going to eventually come into these places, now you got to look at the vast majority of these homes that surround this property are in the high \$200,000, \$300,000 mark, those are very high end homes for Oak Creek and I think you would do nothing, but decrease the value to those homes and the surrounding community when you put rental properties into these areas."

Alderman Guzikowski asked for any other questions or comments from the audience. Seeing none he asked the commissioners.

Commissioner Siepert stated that the concept is great and he likes the idea, but the selected location is not right for that development. The development would bring in more traffic to the area and the soil has been filled so it might cause problems for the development.

Commissioner Oldani asked the applicant why the owners would not be living out of state.

Steve Sorenson, 479 Golf Hill Court Road, Green Lake, Wisconsin, von Briesen and Roper, explained they could, but the owners that have already been identified don't live out of state.

Commissioner Oldani sought confirmations that owners have been found for all 87 homes.

Mr. Sorenson confirmed they have found owners for all 87 homes.

Commissioner Oldani asked for clarification that it will be seven to eight owners and they are local.

Mr. Sorenson confirmed it will be seven to eight owners and some are local, but cannot disclose their locations. Mr. Sorenson also corrected that they do not own the land yet; they have an offer to purchase the land. Mr. Sorenson explained if they do not build on this property they will not purchase the land because it is zoned for duplexes with a higher density.

Commissioner Oldani asked the applicant to explain the process. If there is an issue with a renter is there a board that will handle the complaints?

Mr. Sorenson confirmed there is a condo board and there will be two managements groups. The home owners or residents would make up the homeowners' group and owners make up the condominium association. This project cannot be compared to a rental project because this project is a one of a kind with a 20 or 30 year plan.

Planner Papelbon asked if there were any comments or questions on the proposed conditions or restrictions that were included in the Plan Commission packet.

Commissioner Siepert inquired about the high powered wires that are going through the property on the south end.

Mr. Sorenson explained they are out of the easement and checked with WE Energies.

Nichole Kotecki, 10765 S. Christina Court, asked a question inaudibly while off the microphone.

Alderman Guzikowski stated, *"It's going to be underground."*

Alderman Loreck moved that the Plan Commission recommends that the Common Council approves the rezoning of the property at 10730 S. Howell Ave. from A-1, Limited Agricultural to Rd-1, Two-Family Residential with a Planned Unit Development (NO CHANGE to FW, Floodway or C-1, Shoreland Wetland Conservancy zoning districts) after a public hearing.

Commissioner Hanna seconded. On roll call: all voted aye, except Commissioner Hanna, Commissioner Oldani, and Commissioner Siepert who voted no. The motion failed.

Director of Community Development Seymour explained this is a recommendation to the Common Council. The applicant and any property owner are entitled to a public hearing before the Common Council. If this moves to a public hearing the City will notify the expanded notification area per Alderman Gehl.

Commissioner Siepert moved to adjourn the meeting. Commissioner Oldani seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 7:54 p.m.

ATTEST:



Douglas Seymour, Plan Commission Secretary

5-28-19

Date

City of Oak Creek – Planned Unit Development (PUD)
DRAFT Conditions and Restrictions

Applicant: David DiSanto, ModHome, LLC
Property Address(es): 10730 S. Howell Avenue
Tax Key Number(s): 973-9997-000

Approved by Plan Commission:
Approved by Common Council:
(Ord. #)

1. LEGAL DESCRIPTION

The West 20 acres of the South 70 acres of the North ½ of the Southwest ¼ of Section 33-5-22

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect, unless otherwise specifically modified by the Planned Unit Development approval.

B. A precise detailed site plan for the area affected by the Planned Unit Development shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building permits for each phase. This plan shall be in substantial conformance with the adopted General Development Plan (see Exhibit A) and show and describe the following:

1) **General Development Plan**

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number & type(s) of dwellings
 - iii) Number of garage & surface parking spaces
 - iv) Dimensions
 - v) Setbacks
- h) Location of sanitary sewer (existing & proposed)
- i) Location of water (existing & proposed)
- j) Location of storm sewer (existing & proposed)
- k) Location(s) of wetlands (field verified)
- l) Location(s) of flood hazard areas (field verified)
- m) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

2) **Landscape Plan**

- a) Screening plan, including parking lot screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

3) **Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans
- c) Materials of construction (including colors)

4) **Lighting Plan**

- a) Types & color of fixtures
- b) Mounting heights
- c) Types & color of poles
- d) Photometrics of proposed fixtures

5) **Grading, Drainage and Stormwater Management Plan**

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins (if required)

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction

C. Homes constructed within this planned unit development shall be one of five (5) approved designs: Jefferson, Kimberly, Tenton, Floridian, El Paso (see Exhibit A). Building permits for individual homes do not require additional Plan Commission review provided they conform to the approved general development plan and these conditions and restrictions.

D. All plans for the clubhouse, including additions, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.

- E. For each phase of the development, site grading and drainage, storm water management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.
- F. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 1 above, and/or as specified by these conditions and restrictions.
- G. A Stormwater Maintenance Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction and maintenance of required stormwater management features.
- H. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- I. For each phase of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit. Landscaping, in accordance with the approved plan, shall be installed for each phase prior to the issuance of occupancy permits for that phase.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. There shall be a maximum of 87 residential units allowed within the Planned Unit Development. Accessory buildings, a clubhouse, and a pool may be permitted so long as they are compliant with all applicable provisions of the Municipal Code and these conditions and restrictions.
- B. Maintenance, including reconstruction, of roadways and sidewalks within this development shall be the responsibility of the property owner(s).
- C. Removal of snow from off-street parking areas, walks, paths, public sidewalks, private roads and access drives shall be the responsibility of the property owner(s).
- D. Solid waste collection and recycling shall be the responsibility of the owner.
- E. The clubhouse and pool shall be constructed as part of the initial phase of the development, and must be completed prior to or concurrent with the issuance of occupancy permits for any residential building.
- F. Deed restrictions (private) and condominium by-laws, while not enforceable through the City, (to the extent they do not violate Municipal Code or these conditions and restrictions) shall be reviewed and approved by the Plan Commission prior to the development of each phase.

4. PARKING AND ACCESS

- A. Each (Jefferson & Kimberly models only) residential unit shall have, at a minimum, an attached one-car garage, with a minimum 20-foot long adjacent driveway parking spot.
- B. Each (Tenton, Floridian, and El Paso models only) residential unit shall have, at a minimum, an attached two-car garage, with a minimum 20-foot long adjacent driveway parking spot for two additional vehicles.
- C. On-street parking shall be restricted to one side of the road, and shall not interfere with any fire hydrants or apparatus turning movements. A minimum 20-foot wide clear area shall be maintained

at all times.

D. Parking requirements for the clubhouse shall be determined by the Plan Commission as part of the required site and building plan(s) approval.

5. LIGHTING

All plans for any new outdoor lighting (individual homes excepted) shall be reviewed and approved by the Electrical Inspector in accordance with Section 17.0808 of the Municipal Code (as amended).

6. SIGNS

Development signage for this planned development shall be limited to one (1) monument sign in conformance with Section 17.0705 of the Municipal Code (as amended) as illustrated on the approved general development plan, clubhouse signage, and directional signs. All development signage must be reviewed by the Plan Commission prior to the issuance of a sign permit. Development signs shall not encroach upon required vision triangles.

7. IMPACT FEES

Homes constructed as part of this planned unit development shall be subject to the collection of impact fees as required by Section 3.40 of the Municipal Code.

8. MINIMUM SETBACKS*

	Front & street setback (to private street & sidewalk)	Between Structures	To the exterior of the PUD	To Floodway Areas	To Wetland Areas within C-1, Shoreland Wetland Conservancy
Principal Structure	20 ft	12 ft	30 ft	15 ft	10 ft
Accessory Structure*	30 ft	N/A	30 ft	15 ft	10 ft
Parking	n/a	N/A	30 ft	N/A	N/A

**No accessory structures shall be permitted in the front yard or in required buffer yards.*

9. TIME OF COMPLIANCE

The operator of the Planned Unit Development shall commence work on Phase I in accordance with these Conditions and Restrictions within eighteen (18) months from the date of adoption of the ordinance authorizing this Planned Unit Development. This Planned Unit Development approval shall expire within eighteen (18) months after the date of adoption of the ordinance if a building permits have not been issued for this use. The applicant shall re-apply for Planned Unit Development approval prior to recommencing work or construction.

10. OTHER REGULATIONS

Compliance with all other applicable City, State, DNR and Federal regulations, laws, Code, ordinances, and orders, as amended, not heretofore stated or referenced, is mandatory.

11. VIOLATIONS & PENALTIES

Any violations of the terms of this Planned Unit Development shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Planned Unit Development is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Planned Unit Development, subject to the provisions of paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Planned Unit Development or to seek an injunction regarding any violation of this Planned Unit Development or any other City ordinances.

12. REVOCAION

Should an applicant, their heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Planned Unit Development approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Planned Unit Development as set forth in Section 17.1007 of the Municipal Code (as amended).

13. ACKNOWLEDGEMENT

The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns.

Owner / Authorized Representative Signature

Date

(please print name)

EXHIBIT A: GENERAL DEVELOPMENT PLAN

(For illustrative purposes only. Detailed plans for each phase in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)



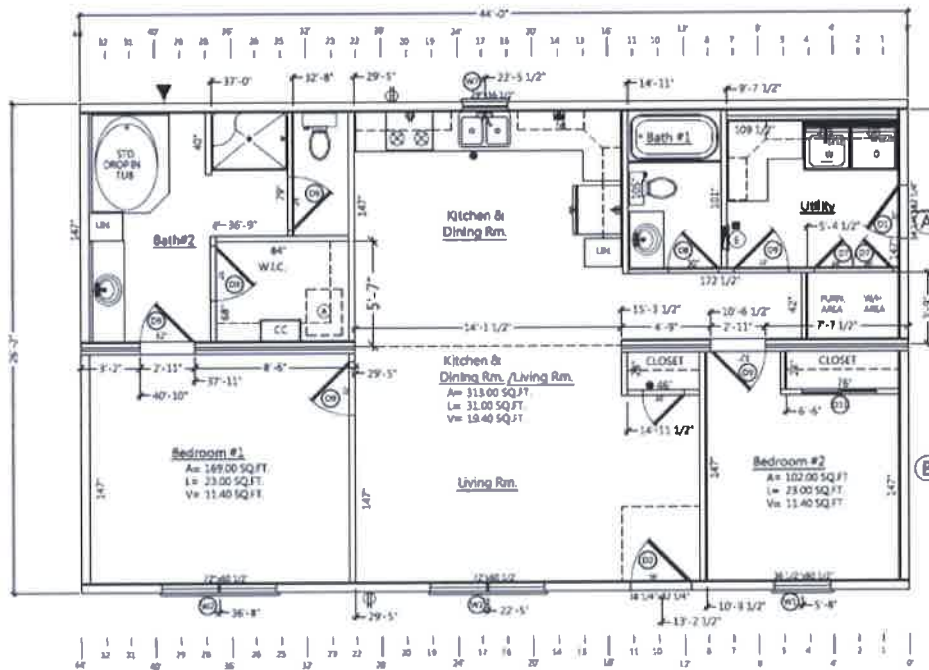
EXHIBIT B: APPROVED HOME DESIGNS

(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must apply for and receive building permits.)

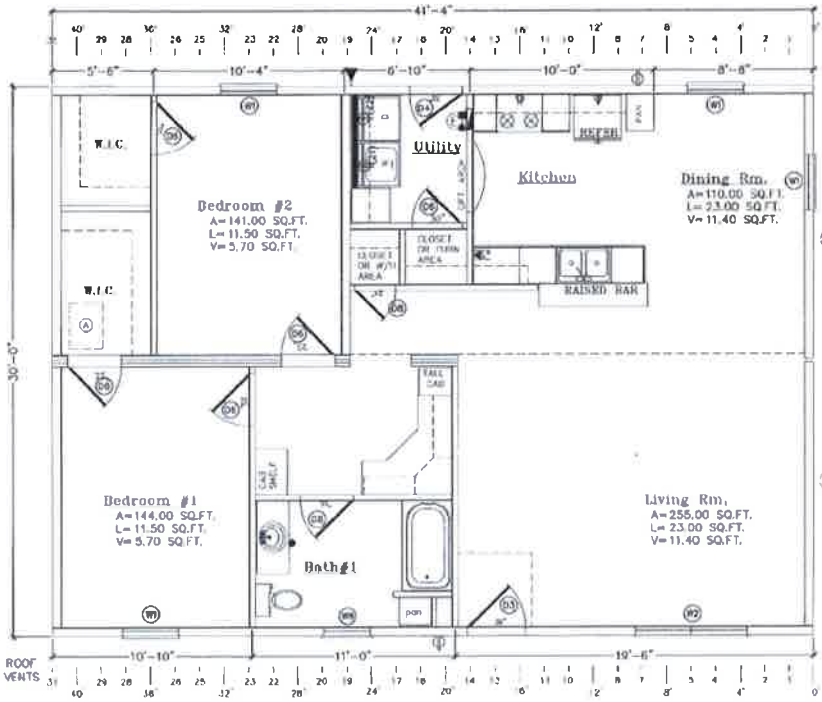
Home Breakdown (see general development plan)

Home Type	Quantity	Symbol (see Exhibit A)
Jefferson	16	J
Kimberly	5	K
Tenton	11	T
Floridian	21	F
El Paso	34	E

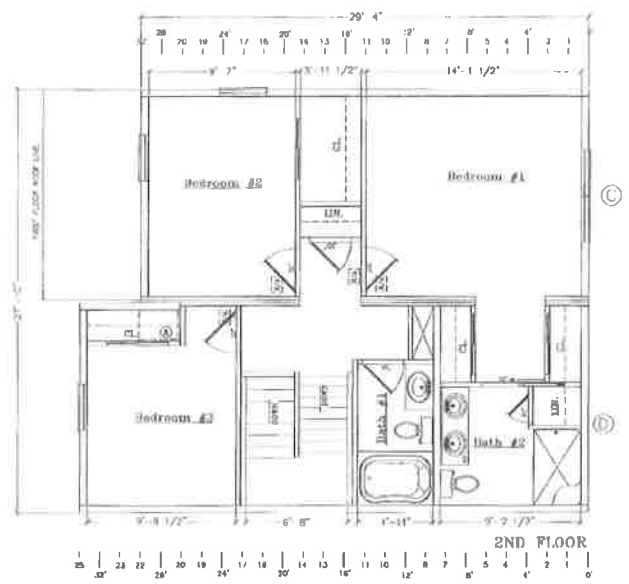
Jefferson



Kimberly



Tenton (need to insert rendering from applicant)



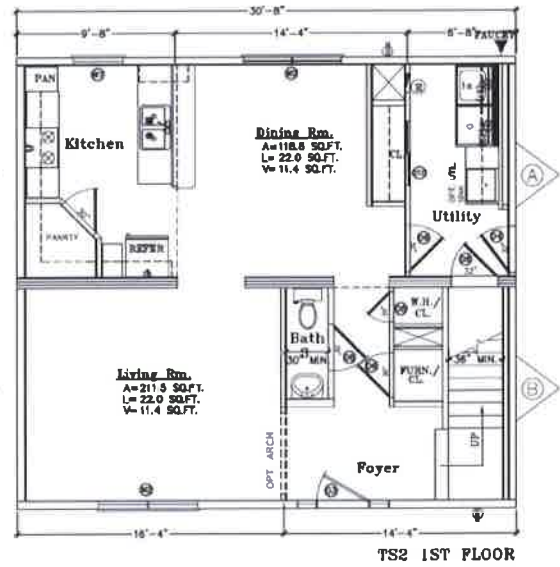
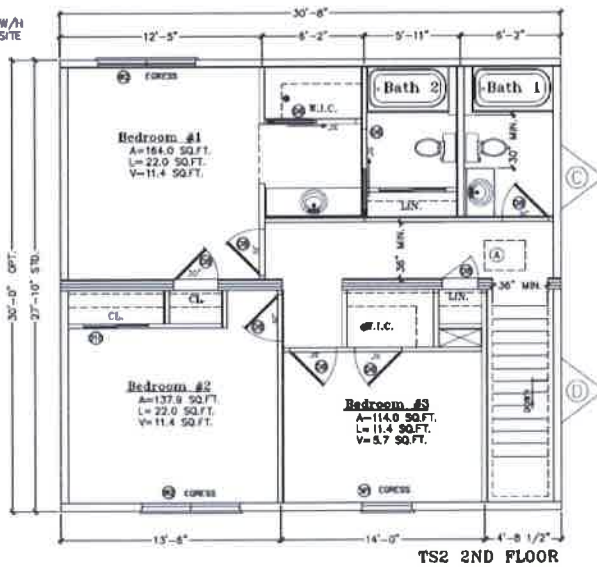
Floridian



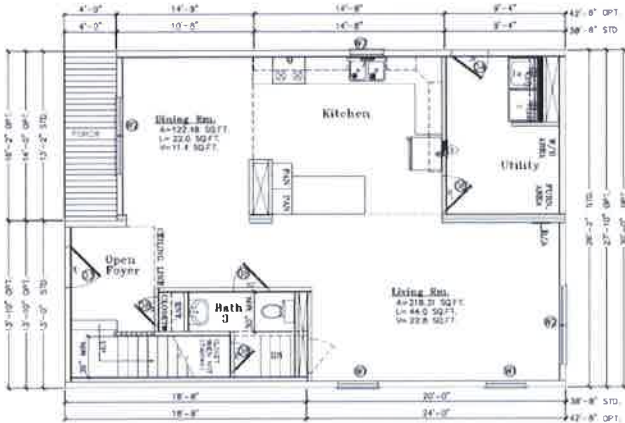
NOTE:
 ■=DATA PLATE LOCATION
 ●=MODULAR LABEL LOCATIONS
 SEE SHEET #8 FOR DOOR & WINDOW SCHEDULE.

NOTE:
 FURNACE AND W/H INSTALLED ON SITE BY OTHERS.

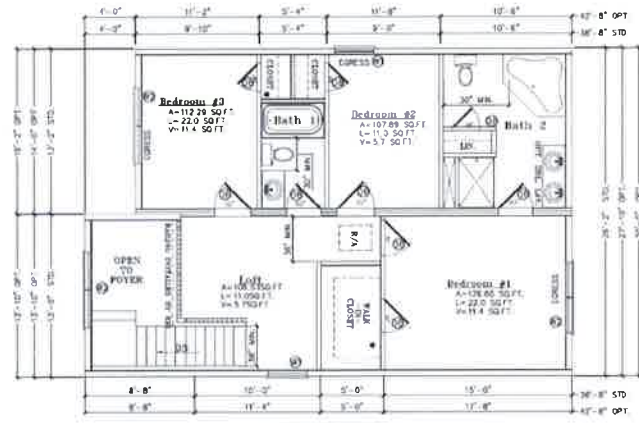
NOTE:
 ALL PENETRATIONS AND CHASES THAT COMMUNICATE BETWEEN FLOORS WILL BE FIREBLOCKED USING 1/2" THICK GYPSUM BOARD OR OTHER APPROVED MATERIAL LISTED IN RCO 502.13 AND 602.8.



El Paso

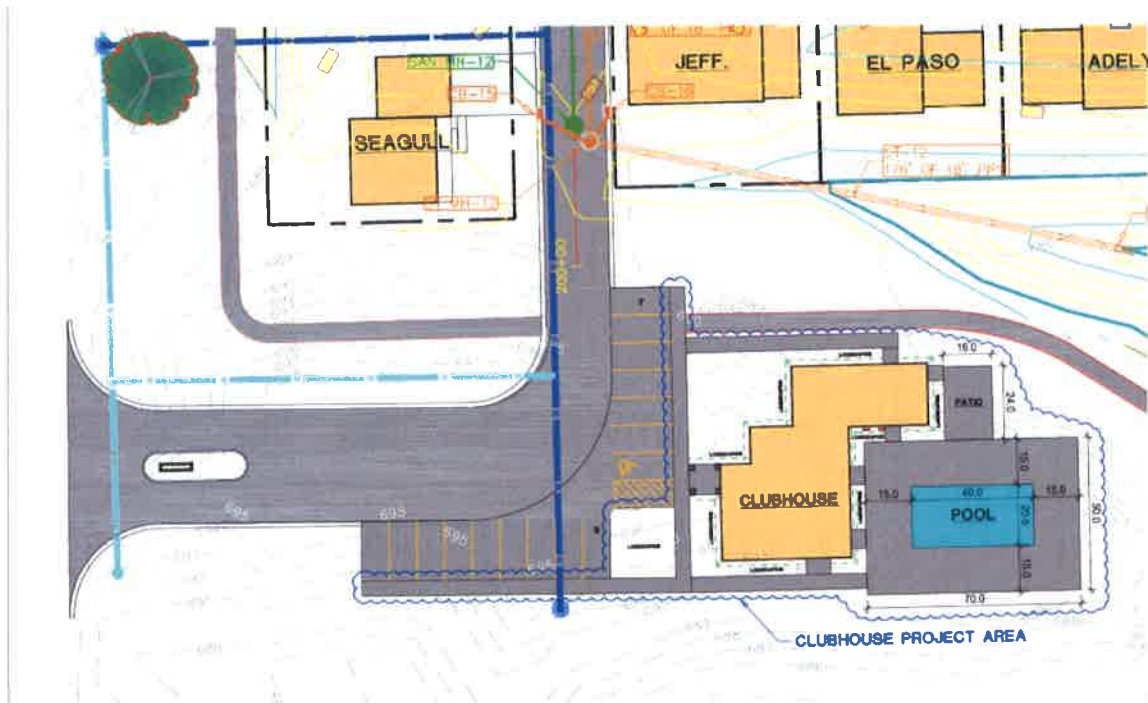


FIRST FLOOR



SECOND FLOOR

Clubhouse





Meeting Date: June 18, 2019

Item No.

COMMON COUNCIL REPORT

Item: Authorizing payment of bills, debts and obligations.


Recommendation: That the Common Council adopt Resolution No. 12068-061819, a Resolution authorizing payment of bills, debts and obligations.

Fiscal Impact: There is no further fiscal impact other than potentially saving on interest charges or late fees.

- 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 Common Council voted to hold only one meeting in the month of July, on July 16, 2019. This leaves four weeks before the July 16, 2019 meeting and would put some of our bills past due if not paid. Per State Statute 62.12(6), "unless otherwise provided by law, City funds should be paid out only by authority of the Council." The attached resolution will allow the Finance Department to create a vendor summary report and cut and release checks as if there were still a meeting on July 2, 2019. At the July 16, 2019 meeting, we will provide the Council with a vendor summary report from July 2 as well as a vendor summary report for July 16.

Options/Alternatives: Hold all bills until July 16, 2019 and potentially incur interest charges or late fees.

Respectfully submitted:

 Andrew J. Vickers, MPA
 City Administrator

Prepared:

Fiscal Review:

 Bridget M. Souffrant
 Assistant City Administrator/Comptroller

Approved:

Attachments: Resolution No. 12068-061819

RESOLUTION NO. 12068-061819

RESOLUTION AUTHORIZING PAYMENT OF BILLS, DEBTS AND OBLIGATIONS

WHEREAS, the Common Council has decided to cancel the Common Council meeting that had been scheduled for July 2, 2019; and,

WHEREAS, Wis Stats §62.12(6) provides that “unless otherwise provided by law, City funds should be paid out only by authority of the Council”; and,

WHEREAS, City bills, debts and obligations may become delinquent because of the cancellation of the July 2, 2019 Common Council Meeting; and,

WHEREAS, Common Council desires to ensure that all bills, debts and obligations of the City are paid in a timely manner.

NOW THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the payment of City bills, debts and obligations that become due during the month of June, 2019 to be paid in accordance with state and local law prior to the approval of the vendor summary report for the July 16, 2019 Common Council meeting.

BE IT FURTHER RESOLVED that any bills, debts and obligations that are paid pursuant to this Resolution after the June 18th vendor summary report has been approved, but prior to approval of the vendor summary report by the Common Council for the July 16th meeting be included in the vendor summary report for the July 16, 2019 Common Council meeting.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of June, 2019.

Passed and adopted this 18th day of June, 2019.

Kenneth Gehl, Common Council President

Approved this 18th day of June, 2019.

Mayor Daniel Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____



**CITY OF OAK CREEK
BOARD / COMMISSION / COMMITTEE
APPLICATION**

*This application for appointment is kept on file for 2 years
and is a public document open for inspection and reproduction.*

I wish to be considered for appointment to the following Board, Commission or Committee *:

(PLEASE CHECK)

Celebrations Commission
 Board of Health
 Finance Committee
 Community Development Authority
 Board of Health
 Landscape and Beautification Committee
 Library Board
 Parks, Recreation & Forestry Commission
 Plan Commission
 Police & Fire Commission
 Board of Review
 Tourism Commission
 Traffic & Safety Commission
 Water & Sewer Utility Commission
 Zoning/Housing Board of Appeals
 Other _____

*A list of the various Commissions, Committees and Boards with a brief description of responsibilities is available in the City Clerk's office.

(Please Print) **DATE:** April 3, 2019

NAME: Jill Marie Meyer

First Middle Last

ADDRESS: 2233 East Grewer Dr.

CITY/STATE/ZIP: Oak Creek WI 53154

DATE OF BIRTH: 7/16/1968

LENGTH OF RESIDENCE IN OAK CREEK: 23 yrs

414-571-9763 262-524-4516

HOME PHONE: _____ **WORK PHONE:** _____

FAX: _____

E-MAIL: cjnekmeier@sbcglobal.net

OCCUPATION/EMPLOYER: Plant Controller
Eaton (Cooper Power Systems)

COMMUNITY SERVICE EXPERIENCE:

Organization	Dates Served	Position
Girl Scouts of WI SE	9/2006 - present	Troop leader
Divine Mercy Parish	9/2003 - present	religious education teacher
Boy Scout Troop 221	3/2009 - 5/2016	Activities Coordinator, Secretary
Edgewood PTO	2002 - 2005	Publicity, Vice President

EDUCATION:

School	Major	Graduation Date / Degree
UW-Whitewater	Finance	May 1990 / BBA
UW-Whitewater	Accounting	December 1997 / MBA



COMMON COUNCIL REPORT

Item: An Ordinance adjusting the salary range and annual salary of the Inspector positions in the Engineering Department.

Recommendation: The Personnel Committee recommends Common Council approval of Ordinance No. 2940 fixing the salary range and annual salary for the Inspector positions.

Fiscal Impact: The fiscal impact of increasing the base pay for the Inspector positions as recommended in the Ordinance is \$8,179.42 annually.

- 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: In order to maintain internal equity, staff recommends that the City increase the wage of the two current Inspector positions to \$75,000. The fiscal impact for moving these two positions to \$75,000 is \$8,179.42 annually.

On June 12, 2019, the wage adjustments for the Inspectors were recommended and approved by the Personnel Committee. The fiscal expenditures for these adjustments were not reflected in the proposed 2019 City budget. The effective date for the adjustment will be June 18, 2019.

Options/Alternatives: The Common Council could reject the Personnel Committee recommendation and take the base wage and range adjustment through the regular budget process for 2020.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Judy L. Rogers
Human Resources Manager

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:

Attachments:

ORDINANCE No. 2940

BY: _____

An ORDINANCE Fixing the Salary Ranges and Salary Wages
For Inspector Positions
For 2019 (pro-rated year)

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

SECTION 1: There is herewith established the uniform rates of pay of those certain positions under the control of the Common Council of the City of Oak Creek affecting Inspector personnel for the year 2019. The proper city officials are hereby authorized and directed to make the required payments to those affected employees of the City pursuant to this ordinance.

SECTION 2: The pay ranges and rates of pay of those certain positions shall be as follows provided that the salary range and salaries are subject to review by the Common Council. Those affected employees pursuant to this section shall receive the fringe benefits set forth in the current Personnel Manual. These employees shall contribute fifteen percent (15%) of the cost of the premium for a single and family medical plan, respectively. Employees and their spouses who participate in a health risk assessment (HRA) program, or an annual physical exam and completion of the HRA certification, shall contribute ten percent (10%) of the premium for a single and family plan, respectively.

Position Title	Salary as of 1/1/2019	Salary as of 6/18/2019	Hourly Rate	Starting Salary	Top Salary
Inspector (f/k/a Building Inspector)	72,652.32	\$75,000	\$36.058	\$67,633	\$75,000
Inspector (f/k/a Electrical Inspector)	70,185.44	\$75,000	\$36.058	\$67,633	\$75,000

SECTION 5: VALIDITY. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions thereof. The Common Council of the City of Oak Creek hereby declares that it would have passed this ordinance and each section, subsection, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions thereof, may be declared invalid or unconstitutional.

SECTION 6: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 7: This ordinance shall take effect and be in force upon its passage and publication and shall apply as of June 18, 2019, except where otherwise noted.

Passed and adopted this __18th__ day of June 2019

President, Common Council

Approved this 18th day of June 2019

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

COMMON COUNCIL REPORT

Item: Resolution No. 12071-061819, a Resolution authorizing the issuance and sale of a \$2,850,000 Taxable General Obligation Promissory Note

Recommendation: That the Common Council adopt Resolution No. 12071-061819, a Resolution authorizing the issuance and sale of a \$2,850,000 Taxable General Obligation Promissory Note.

Fiscal Impact: The promissory notes will be paid from tax increment revenue in TID 16 from the values generated by the Amazon project.

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: On May 21, 2019, the Common Council approved the Plan of Finance covering the initial TID project costs for the Ryan Business Park development. The \$2,850,000 Taxable General Obligation Promissory Note was privately placed with an award date of June 18, 2019 and an interest rate of 2.89%. This promissory note will be refunded and moved into long term financing after the project has generated increment.

Justin Fischer, Senior Vice President with Baird will be at the Council meeting to discuss the City's new borrowing for TID 16.

Options/Alternatives: Council has obligated the City for these project costs through the Finance Development Agreement with Ryan Business Park, LLC.

Respectfully submitted:

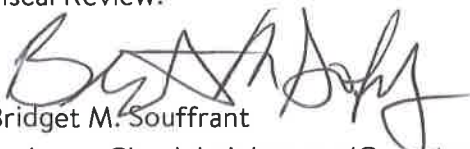
Prepared:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

Approved:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Resolution No. 12071-061819

Preliminary Private Placement Memorandum Dated June 10, 2019

CITY OF OAK CREEK (the "City") Milwaukee County, Wisconsin

\$2,850,000 Taxable General Obligation Promissory Note (the "Note")

Par Amount: \$2,850,000
Award Date: June 18, 2019.
Dated Date/Closing Date: June 27, 2019.

Maturity Schedule:

(June 1)	Amount	Rate	CUSIP ⁽¹⁾ Base 671137
2020	\$2,850,000	2.89%	

⁽¹⁾CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright(c) 2019 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for services provided by CGS. CUSIP® numbers are provided for convenience of reference only. None of the City, the Placement Agent (defined herein), the Purchaser (defined herein) or their agents or counsel assume responsibility for the accuracy of such numbers.

Interest Due: Interest shall be payable at maturity. Calculated on a 30/360 day basis.

Purchase Price: Par.

Redemption Provision: The Note is subject to call and prior redemption on October 1, 2019 or any date thereafter, in whole or in part, by lot, at par plus accrued interest to the date of redemption upon 30 days prior written notice to the Purchaser.

Security: The full faith, credit and resources of the City are pledged to the payment of the principal of and the interest on the Note as the same become due and, for said purposes, there are levied without limitation on all the taxable property in the City, direct, annual irrevocable taxes in each year and in such amounts which will be sufficient to meet such principal and interest payments when due. Under current law, such taxes may be levied without limitation as to rate or amount.

Purpose: The proceeds from the sale of the Note will be used for public purposes, including tax incremental district project costs.

Tax Status: Interest on the Note is included in gross income for federal income tax purposes.

Authorization: By way of a resolution to be adopted on June 18, 2019 (the "Resolution"), the Common Council will authorize the issuance of the Note, provide the details and form of the Note, and set out certain covenants with respect thereto. Wisconsin Statutes permit general obligation promissory notes such as the Note to be issued by the City without a referendum.

Type of Bond: Typewritten note. (Not DTC eligible)

Population

	<u>Milwaukee County</u>	<u>City of Oak Creek</u>
Estimate, 2018	950,381	35,739
Estimate, 2017	945,416	35,560
Estimate, 2016	948,930	35,206
Estimate, 2015	949,795	34,791
Census, 2010	947,735	34,451

Source: Wisconsin Department of Administration, Demographic Services Center.

Largest Taxpayers

<u>Taxpayer</u>	<u>Type of Business</u>	<u>2018 Assessed Valuation</u>	<u>2018 Equalized Valuation</u>
Springbrook Circle Apartments	Apartments	\$55,793,400	\$55,721,600
Occidental Development LP	Apartments	50,585,400	50,520,300
Arbors at Centennial Park LLC	Apartments	38,555,000	38,505,500
Legacy/Timber Ridge LLC	Apartments	25,917,500	25,884,300
JES Oak Creek MOB LLC	Froedtert health clinic	24,411,200	24,379,800
Aldi Inc.	Grocery warehouse, distribution center	22,839,700	22,810,400
NDC LLC	Tri-City Bank	21,097,500	21,070,500
Woodman's Food Market, Inc.	Grocery store	19,741,800	19,716,500
Barrett Visionary Development LLC	Apartments	19,665,400	19,640,100
HSI Drexel Ridge LLC	Apartments	19,003,400	18,979,000
TOTAL		<u>\$297,610,300</u>	<u>\$297,228,000</u>

The above taxpayers represent 8.51% of the City's 2018 Equalized Value (TID IN) (\$3,492,653,000).

Source: The City.

Set forth in the table below is a comparison of the outstanding indebtedness of the City, as of the closing date of the Note, as a percentage of the applicable debt limit.

Equalized Valuation (2018) as certified by Wisconsin Department of Revenue	\$3,492,653,000
Legal Debt Percentage Allowed	<u>5.00%</u>
Legal Debt Limit	\$174,632,650
Debt Outstanding Including the Note	<u>\$99,240,000</u>
Unused Margin of Indebtedness	\$75,392,650
Percent of Legal Debt Incurred	56.83%
Percentage of Legal Debt Available	43.17%

Legal Opinion: Ms. Rebecca Speckhard, Quarles & Brady LLP
Phone: (414) 277-5761
E-mail: rebecca.speckhard@quarles.com

Ms. Sue Weber, Quarles & Brady LLP
Phone: (414) 277-5782
E-mail: sue.weber@quarles.com

Legal matters incident to the authorization and issuance of the Note are subject to the unqualified approving legal opinion of Quarles & Brady LLP, Bond Counsel. Such opinion will be issued on the basis of the law existing at the time of the issuance of the Note. A copy of such opinion will be available at the time of the delivery of the Note.

Bond Counsel has not assumed responsibility for this Private Placement Memorandum or participated in its preparation and has not performed any investigation as to its accuracy, completeness or sufficiency.

Exemption from Continuing Disclosure: The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") are not applicable to the Note because the Note is being placed with the Purchaser, which is buying the Note for investment purposes, without a view to resell or reoffer the Note. The Purchaser will be required to certify to this effect. No continuing disclosure undertaking will be entered into with respect to the Note.

Issuer Contacts: Mr. Andrew Vickers, City Administrator
Phone: (414) 766-7060
E-mail: avickers@oakcreekwi.org

Ms. Bridget Souffrant, Assistant City Administrator/Comptroller
Phone: (414) 766-7000
E-mail: bsouffrant@oakcreekwi.org

Issuer Tax ID: 39-6022803.

Placement Agent: Mr. Justin Fischer, Robert W. Baird & Co. Incorporated (the "Placement Agent")
Phone: (414) 765-3635 Fax (414) 298-7354
E-mail: jfischer@rwbaird.com

Ms. Emily Timmerman, Robert W. Baird & Co. Incorporated
Phone: (414) 298-7856
E-mail: etimmerman@rwbaird.com

On April 1, 2019, Baird Financial Corporation, the parent company of Robert W. Baird & Co. Incorporated ("Baird"), acquired HL Financial Services, LLC, its subsidiaries, affiliates and assigns (collectively "Hilliard Lyons"). As a result of such common control, Baird and Hilliard Lyons are now affiliated. It is expected that Hilliard Lyons will merge with and into Baird later in 2019.

Purchaser: Bank of Alma

Signature & Date: *Andrew Vickers* / 6/14/19
Date

City: City of Oak Creek, Wisconsin

Signatures & Date: _____ 06/18/2019
City Administrator Date

_____ 06/18/2019
Assistant City Administrator/Comptroller Date

RESOLUTION NO. 12071-061819

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF A
\$2,850,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTE

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of tax incremental district project costs (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation promissory note on a taxable rather than tax-exempt basis;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell such taxable general obligation promissory note to Bank of Alma (the "Purchaser"), pursuant to the terms and conditions of its Preliminary Private Placement Memorandum attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal"); and

WHEREAS, the City was duly organized and is validly existing and operating under and by the virtue of the laws of the State of Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Note. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$2,850,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, a taxable general obligation promissory note aggregating the principal amount of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$2,850,000) (the "Note") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Note. The Note shall be designated "Taxable General Obligation Promissory Note"; shall be issued in the aggregate principal amount of \$2,850,000; shall be dated June 27, 2019; shall be in the denomination of \$100,000 or more; shall be numbered R-1; and shall bear interest at the rate per annum and mature on June 1, 2020 as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable at maturity. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Note is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Note is subject to redemption prior to maturity, at the option of the City, on October 1, 2019 or on any date thereafter. Said Note is redeemable as a whole or in part, and if in part by lot, at the principal amount thereof, plus accrued interest to the date of redemption. Before the redemption of the Note, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail or electronic transmission at least thirty (30) days prior to the date fixed for redemption to the Purchaser or the registered owner of the Note to be redeemed, in whole or in part, at the address shown on the registration books.

Section 4. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the year 2019 for payments due in the year 2020 in the amount set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Note remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Note, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Note when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Note, dated June 27, 2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Note; (ii) any premium which may be received by the City above the par value of the Note and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Note when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Note when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided (i) the funds to provide for each payment of principal of and interest on the Note prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Note may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When the Note has been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Note; Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Note. Monies in the Borrowed Money Fund may be

temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Note has been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Note; Closing; Professional Services. The Note shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Note may be imprinted on the Note in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Note, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Note and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all respects.

Section 9. Payment of the Note; Fiscal Agent. The principal of and interest on the Note shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Note. The City shall cause books for the registration and for the transfer of the Note to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding the interest payment date shall be the record date for the Note (the "Record Date"). Payment of interest on the Note on any interest payment date shall be made to the registered owners of the Note as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Continuing Disclosure. The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") are not applicable to the Note because the Purchaser will covenant that it will hold and not make a primary offering of the Note, or otherwise will establish an exception to the Rule relating to the Note.

Section 13. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note in the Record Book.

Section 14. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 18, 2019.

Daniel Bukiewicz
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A

Preliminary Private Placement Memorandum

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution,

(See Attached)

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

NUMBER	UNITED STATES OF AMERICA STATE OF WISCONSIN MILWAUKEE COUNTY CITY OF OAK CREEK	DOLLARS
_____	TAXABLE GENERAL OBLIGATION PROMISSORY NOTE	\$ _____

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
June 1, 2020	June 27, 2019	2.89%	671137__

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS (\$ __)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, until such principal amount is fully repaid, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable at maturity.

Both the principal of and interest on this Note are payable in lawful money of the United States by the City Clerk or City Treasurer (the "Fiscal Agent").

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,850,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of tax incremental district project costs, as authorized by a resolution adopted on June 18, 2019. Said resolution is recorded in the official minutes of the Common Council for said date.

The Note is subject to redemption prior to maturity, at the option of the City, on October 1, 2019 or on any date thereafter. Said Note is redeemable as a whole or in part, and if in part by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Before the redemption of any of the Note, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail or electronic transmission at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner

receives the notice. The Note shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Note shall no longer be deemed to be outstanding.

The Note is issued in registered form in the denomination of \$100,000 or more. This Note may be exchanged at the office of the City Clerk or City Treasurer for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Oak Creek, Milwaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Registered Owner)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

*The Internal Revenue Code of 1986 (IRC Section 149) requires that for interest on a municipal obligation with a term greater than one year to be exempt from federal income tax, the obligation must be issued and remain in registered form.

Section 67.09, Wisconsin Statutes provides that the City Clerk of the City when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the City Clerk of the City should be notified and a copy of this Assignment should be sent to the City Clerk of the City for his or her records.

COMMON COUNCIL REPORT

Item No. 14

- Item:** Collateral Assignment of Tax Incremental District No. 11 Finance Development Agreement (Drexel Hotel Investment, LLC et al.)
- Recommendation:** That the Common Council adopt Resolution No. 12070-061819, a Resolution Consenting to the Collateral Assignment of Tax Incremental District No. 11 Finance Development Agreement by and Among Drexel Hotel Investment, LLC, TFC Oak Creek, LLC, Pinetree Properties X, LLC, Pinetree Properties XI, LLC, McFarland State Bank, and the City of Oak Creek.
- Fiscal Impact:** There is no direct fiscal impact as a result of the City's consenting to this assignment, but the property taxes generated by the hotel are expected to repay the \$1,450,000 TIF bonds for the project and a portion of the public infrastructure bonds issued to support the Drexel Town Square development.
- 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: On April 15, 2014 the City entered into a Tax Incremental District No. 11 Finance Development Agreement with Oak Creek Hotel Group, LLC (the "Agreement"). The developer was subsequently converted to Drexel Square Hotel Group, LLC on June 17, 2016 and sold to Drexel Hotel Investment LLC, TFC Oak Creek LLC, Pinetree Properties X, LLC and Pinetree Properties XI, LLC on December 18, 2018. This project is the Towneplace Suites Marriott at Drexel Town Square.

When the property was sold in 2018, the Council consented to an assignment and assumption of the Agreement given the change in ownership. The purpose of that consent was to transfer the rights and obligations to the new owners. The Collateral Assignment now before the Council for consideration relates to the new owners' refinancing with a closing on June 26, 2019.

Options/Alternatives: None.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:

Melissa L. Karls
City Attorney

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments:

- Collateral Assignment of Tax Incremental District No. 11 Finance Development Agreement
- Resolution No. 12070-061819

RESOLUTION NO. 12070-061819

RESOLUTION CONSENTING TO THE COLLATERAL ASSIGNMENT OF TAX INCREMENTAL DISTRICT NO. 11 FINANCE DEVELOPMENT AGREEMENT BY AND AMONG DREXEL HOTEL INVESTMENT, LLC, TFC OAK CREEK, LLC, PINETREE PROPERTIES X, LLC, PINETREE PROPERTIES XI, LLC, MCFARLAND STATE BANK, AND THE CITY OF OAK CREEK
(2nd Aldermanic District)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the City of Oak Creek hereby consents to the Collateral Assignment of Tax Incremental District No. 11 Finance Development Agreement by and among Drexel Hotel Investment, LLC, TFC Oak Creek, LLC, Pinetree Properties X, LLC, Pinetree Properties XI, LLC, McFarland State Bank, and the City of Oak Creek.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the same in behalf of the City of Oak Creek subject to minor amendments or modifications that are approved by the City Administrator and City Attorney.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of June, 2019.

Passed and adopted this ____ day of _____, 201_.

Common Council President Kenneth Gehl

Approved this ____ day of _____, 201_.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

**Collateral Assignment of Tax Incremental District No. 11
Finance Development Agreement**

(AREA ABOVE RESERVED FOR RECORDING INFORMATION)

DRAFTED BY AND RETURN TO:

Athena Skaleris
Boardman & Clark LLP
PO Box 927
Madison, WI 53701-0927

**COLLATERAL ASSIGNMENT OF TAX INCREMENTAL DISTRICT NO. 11
FINANCE DEVELOPMENT AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF TAX INCREMENTAL DISTRICT NO. 11 FINANCE DEVELOPMENT AGREEMENT (this "**Assignment**") is made as of June 26, 2019 (the "**Effective Date**"), by and among Drexel Hotel Investment LLC, TFC Oak Creek LLC, Pinetree Properties X, LLC and Pinetree Properties XI, LLC (collectively, "**Assignor**"), McFarland State Bank, a Wisconsin state bank, its successors and assigns ("**Assignee**"), and the City of Oak Creek, a municipal corporation of the State of Wisconsin, located in Milwaukee County, Wisconsin ("**City**").

RECITALS

A. Assignor, as successor in interest to Drexel Square Hotel Group, Inc., as successor in interest to Oak Creek Hotel Group, LLC, an Illinois limited liability company, and City entered into that certain Tax Incremental District No. 11 Finance Development Agreement (Oak Creek Hotel Group, LLC), dated April 15, 2014, as amended by that certain First Amendment to Tax Incremental District No. 11 Finance Development Agreement dated December 16, 2014, as further amended by that Second Amendment to Tax Incremental District No. 11 Finance Development Agreement dated June 29, 2015, and as further amended by that Third Amendment to Tax Incremental District No. 11 Finance Development Agreement dated July 15, 2016 as further amended by the Fourth Amendment to Tax Incremental District No. 11 Finance Development Agreement dated October 23, 2017 (as amended, the "**Tax Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Tax Agreement.

B. Pursuant to the Tax Agreement, City agreed to grant to Assignor for the development of a 108-room Hotel located in Milwaukee, Wisconsin, more particularly described on **Exhibit A** attached hereto and made a part hereof for all purposes (the "**Hotel**") a City Grant in the amount not to exceed \$1,450,000.00 (the "**Grant**").

C. Contemporaneously with the execution of this Assignment, Assignor, as borrower, has executed and delivered to Assignee that certain Loan Agreement (the "**Loan Agreement**"), and that certain Term Note (the "**Note**") in the amount of up to \$10,000,000.00 in evidence of the loan made by Assignor to Assignee (the "**Loan**"). The Loan is secured by, among other things, that certain Mortgage, Assignment of Leases and Rents and Fixture Filing (the "**Mortgage**"), executed by Assignor, for the benefit of Assignee, which encumbers, among other property, the Hotel. This Assignment, the Note, the Loan Agreement, the Mortgage and all other documents evidencing or securing the Loan or executed in connection therewith, and any modifications, renewals and extensions thereof, are referred to herein collectively as the "**Loan Documents**."

D. As contemplated in the Loan Agreement, the Grant was to be a part of the initial equity contributed by original assignor. As additional security for the Loan and to ensure the Grant is used as anticipated under the Tax Agreement and the Loan Agreement, Assignee has

required Assignor to execute this Assignment for the benefit of Assignee. City by executing this Assignment hereby acknowledges and consents to this Assignment.

AGREEMENT

1. Assignor, for good and valuable consideration, receipt which is hereby acknowledged, hereby transfers and collaterally assigns to Assignee, all rights, title, and interests of Assignor in and to the Tax Agreement. Upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), Assignee may at its option (without the obligation to do so), either by a representative or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, exercise all rights and privileges of Assignor under the Tax Agreement and in its own name, demand, or otherwise enforce all of Assignor's rights under the Tax Agreement; provided, Assignee must first provide City with prior written notice before exercising this remedy.

2. This Assignment is made for the purpose of (a) securing the payment and performance of any and all indebtedness and obligations incurred by Assignor to Assignee pursuant to the terms of the Loan Agreement, including, without limitation, the payment of the principal sum, interest and indebtedness evidenced by the Note, and (b) payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment, the Loan Agreement, the Note, and all other documents executed by the Assignor in connection with or as security for the Loan Agreement or the Note.

3. The Grant is hereby made subordinate to the Loan, as more particularly described below. Notwithstanding the date, time, method, manner, or order of grant, attachment or perfection of any lien or charge on the Hotel, or any other collateral securing the Loan and notwithstanding any provision of the applicable law, or the Tax Agreement, Assignee, Assignor, and City hereby agree that, with the exception of the Exempt Entitlements (defined in Section 19 below), the Loan Documents, and all supplements, amendments, modifications, renewals, replacements, consolidations and extensions of and to them, shall unconditionally be and remain at all times a lien or charge on the Hotel prior to and superior to the Tax Agreement, and to all rights and privileges of City under the Tax Agreement. Excepting the Exempt Entitlements, the Tax Agreement, together with all rights and privileges of City under the Tax Agreement, are hereby unconditionally subjected and made subordinate to the lien or charge of the Loan Documents in favor of Assignee. Excepting the Exempt Entitlements, City hereby intentionally waives, relinquishes and subordinates the priority and superiority of the Tax Agreement and the rights, privileges and powers of City thereunder, including without limitation rights to any insurance proceeds or condemnation award and similar rights or interests of City under the Tax Agreement, in favor of the Mortgage and any instrument modifying or amending the same or entered into in substitution or replacement thereof. Excepting the Exempt Entitlements, the Tax Agreement shall be subject and subordinate to any and all advances made and expenses incurred, with interest thereon, pursuant to the Loan Documents. City further declares, agrees and acknowledges that Assignee, by making disbursements under the Loan Documents, has no obligation or duty to, nor has Assignee represented that it will, see to the application of such proceeds by the person or persons to whom they are disbursed by Assignee, and any application or use of such proceeds for purposes other than those provided for in the Loan Documents shall not defeat the subordination made in this Assignment, in whole or in part.

4. City acknowledges and agrees that Lender has the right to modify the Loan Documents and/or exercise its rights under the Loan Documents without the joinder or consent of City.

5. Assignee hereby represents, warrants and certifies to City and Assignor that, as of the date of this Assignment, this Assignment has been duly authorized, executed and delivered by Assignee. City hereby represents, warrants and certifies to Assignee and Assignor that, as of the date of this Assignment, this Assignment has been duly authorized, executed and delivered by City. Assignor hereby represents, warrants and certifies to Assignee and City that, as of the date of this Assignment, this Assignment has been duly authorized, executed and delivered by City.

6. The Tax Agreement is cross-defaulted with the Loan. An Event of Default under the Tax Agreement shall be an Event of Default under the Loan Documents.

7. City shall, simultaneously with delivery to Assignor, give Assignee copies of any notices given to the Assignor under the Tax Agreement of "Events of Default" or notices of events that with the passage of time and failure to cure, would result in the occurrence of a "default" or "Event of Default" under the Tax Agreement, including without limitation any notices of ineligible Project Costs (as defined in the Tax Agreement). Assignee shall, simultaneously with delivery to Assignor, give City copies of any notices given to the Assignor under the Loan Documents of "Events of Default" or notices of events that with the passage of time and failure to cure, would result in the occurrence of a "default" or "Event of Default" under the Loan Documents.

8. City agrees that Assignee shall have the right, after the receipt of a default notice to cure the default specified in said City default notice within the same cure period as is afforded to Assignor under the Tax Agreement or the City default notice, as applicable, to cure the default in question. Notwithstanding anything to the contrary contained in this Assignment, Assignee shall not have any obligation to cure any such default. It is expressly agreed that the curing by Assignee of any event of default under the Tax Agreement or the taking of any action by Assignee in connection therewith shall not be deemed an assumption by Assignee of any of Assignor's obligations under the Tax Agreement. City shall accept performance by Assignee of any cure of a default within the same cure period as is afforded to Assignor under the Tax Agreement or the City default notice, as applicable, to cure the default in question as though performed by Assignor.

9. Notwithstanding City's rights under applicable law or any provision of the Tax Agreement to the contrary, City hereby acknowledges and agrees that, except for Exempt Entitlements and/or as specifically set forth in this Section 9, it shall not take any Enforcement Action until, in any such case, 91 days following the satisfaction in full of the Loan. For purposes of this Assignment, "Enforcement Action" in this Section 9 means the commencement of the exercise of any remedies against Assignor or any guarantor or any indemnitor of the Loan, including, without limitation, the commencement of any litigation or proceeding, the commencement of any foreclosure proceeding, the exercise of any power of sale, the sale by advertisement, the taking of a deed or assignment in lieu of foreclosure, the obtaining of a receiver or the taking of any other enforcement action against, or the taking of possession or

control of, any of the Hotel, but specifically excludes (x) the exercise of remedies pursuant to any of the Exempt Entitlements, (y) requests and demands made upon Assignor by delivery of notices to Assignor, and (z) assertion or enforcement of any right of City to receive payment from proceeds of a foreclosure sale of the Hotel incident to foreclosure of the liens or security interests of the Loan Documents which may remain after payment of costs and expenses of such foreclosure and payment and satisfaction in full of the Loan (collectively, the actions described in clauses (x) through (z) above shall be hereinafter known as the "**Exempt Actions**"). Excepting Exempt Actions, until 91 days following the satisfaction in full of the Loan, City shall not institute any judicial or administrative proceeding against the Hotel, Assignor, any guarantor or any indemnitor of the Loan, or Assignee which would interfere with or delay the exercise by Assignee of its right and remedies under the Loan Documents. City agrees that if Assignee commences any enforcement action against the Hotel, Assignor, or any guarantor or any indemnitor of the Loan, City may pursue Exempt Actions, but that otherwise Assignee shall have exclusivity to continue so long as the enforcement action is being diligently pursued. In the Event of Default under the Loan, Assignee shall be able to immediately commence the exercise of any rights and remedies available under the Loan Documents, law or equity, against the Hotel, Assignor or any guarantor or any indemnitor of the Loan, including, without limitation, the acceleration of the Loan, or the exercise of any of its rights related to any accounts or deposits of Assignor that are collateral for the Loan, the appointment of a receiver to any part of the Hotel, the commencement of any litigation or proceeding, the commencement of any foreclosure proceeding, the exercise of any power of sale, the sale by advertisement, the taking of a deed or assignment in lieu of foreclosure. If Assignee does not cure an event of default under the Tax Agreement, nor assumes the rights, title and interests of Assignor under the Tax Agreement, but instead after the occurrence and continuation of an Event of Default under the Loan Documents, forecloses on the Hotel, or Assignor accepts a deed-in-lieu of foreclosure of the Hotel, or causes the appointment of a receiver to the Hotel, upon Assignee's request those portions of the Tax Agreement that are not Exempt Entitlements will terminate as to Assignee or any successor in title to the Hotel, and City's surviving rights and remedies (but excepting the Exempt Entitlements which shall be unmodified) will solely be against Assignor. City and Assignor will cooperate with Assignee to cause the Tax Agreement to be terminated pursuant to this Section 9 upon such request.

10. For purposes of this Assignment, "Insolvency Proceeding" means any proceeding under Title 11 of the United States Code (11 U.S.C. Sec. 101 et. seq.) or any other insolvency, liquidation, reorganization or other similar proceeding concerning Assignor or guarantor, any action for the dissolution of Assignor, any proceeding (judicial or otherwise) concerning the application of the assets of Assignor, for the benefit of its creditors, the appointment of or any proceeding seeking the appointment of a trustee, receiver or other similar custodian for all or any substantial part of the assets of Assignor or any other action concerning the adjustment of the debts of Assignor, the cessation of business by Assignor, except following a sale, transfer or other disposition of all or substantially all of the assets of Assignor in a transaction permitted under the Loan Documents, if any. Notwithstanding anything to the contrary contained in this Assignment, during the continuance of any Insolvency Proceeding, the Loan shall first be indefeasibly paid and satisfied in full in cash before any payment or distribution of cash or other property is made upon City (other than funds distributed to City pursuant to the City's exercise of any of the Exempt Entitlements, which can be paid to City). In any Insolvency Proceeding, any payment or distribution (other than funds distributed to City pursuant to the City's exercise of

any of the Exempt Entitlements, which can be paid to City) which may be payable or deliverable with respect to City shall be paid or delivered directly to Assignee for application to the payment and satisfaction of the Loan unless and until the Loan shall have been indefeasibly paid and satisfied in full in cash. In the event that, notwithstanding the foregoing, in any Insolvency Proceeding any payment or distribution not allowed to be made to City hereunder shall be paid or delivered to City before the date on which the Loan shall have been indefeasibly paid and satisfied in full in cash, and all of the commitments of Assignee to make loans or other extensions of credit to Assignor pursuant to the Loan Documents shall have terminated, City shall immediately pay, deliver and assign to Assignee any such disallowed payment or distribution for application to the Loan (and while held by City, all such payments or distributions so received shall be held in trust by City for the benefit of Assignee). If applicable, City agrees to vote for any plan of reorganization approved by Assignee in respect of Assignor in any Insolvency Proceeding respecting Assignor; provided, however, that Assignee agrees not to unreasonably withhold or delay its consent to City's voting for a different plan of reorganization if (i) the different plan is at least as beneficial to Assignee (including without limitation with respect to Assignee's payment, lien and remedy rights thereunder) as the plan approved by Assignee, and (ii) City agrees in writing (A) that any payments received by City by virtue of such Insolvency Proceeding will be held by City in trust for the benefit of Assignee until such time as the Loan is satisfied in full, and (B) if the Loan will not be satisfied in full by virtue of such Insolvency Proceeding, pay over to Assignee the payments so held in trust up to the amount of the deficiency. In any Insolvency Proceeding commenced by or against Assignor or any member of Assignor, City shall file a proof of claim with respect to its claims against Assignor or any member of Assignor and shall deliver a copy thereof to Assignee together with evidence of the filing with the appropriate court or other authority. In any Insolvency Proceeding commenced by or against Assignor or any member of Assignor, City shall be entitled to file, prosecute and defend a proof of claim with respect to the Grant subordinate in all respects (but excepting the City's exercise of any of the Exempt Entitlements) to the Loan and seek non-economic adequate protection orders such as the maintenance of adequate insurance.

City agrees that it shall not join with any creditor in bringing or consenting to any Insolvency Proceeding unless Assignee also joins therein or consents thereto in writing. City agrees that in connection with any Insolvency Proceeding commenced by or against Assignor or any member of Assignor, it will: (1) not take any legal action that will impede, interfere with or restrict the exercise by Assignee of its rights and remedies under the Loan Documents; provided, however, that City may take any legal actions with respect to the exercise of any of the Exempt Entitlements, (2) not agree or attempt to extend credit to Assignor or any member of Assignor without Assignee's prior consent, (3) not oppose any request by the representative of Assignor's bankruptcy estate to use collateral or cash collateral if Assignee has consented to such use, and (4) take such actions consistent with the terms of this Assignment as may be reasonably requested by Assignee to effectuate the subordination as provided hereunder and other agreements herein made. City agrees not to oppose any post-petition motion filed or supported by Assignee, including, without limitation, motions for adequate protection with respect to the Loan, for relief from stay, or for Assignor's application of cash collateral for use in the ordinary course of its business or for post-petition borrowing from Assignee. City waives the right to contest use of cash collateral or debtor-in-possession ("DIP") financing where Assignee agrees to permit such use of cash collateral or permit DIP financing by a third party. Excepting the Exempt Entitlements, City further agrees to subordinate its lien to the lien of a DIP lender, any

adequate protection liens granted to Assignee, and any carve-out agreed to by Assignee. City, and any affiliates thereof, agree to not be a DIP lender to Assignor if such DIP financing includes liens with priority equal to or senior to Assignee's liens.

11. Assignee shall not be obligated to perform or discharge nor does Assignee hereby undertake to perform or discharge any obligation, duty or liability under the Tax Agreement or under or by reason of this Assignment and Assignor shall, and does hereby agree, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Tax Agreement or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Tax Agreement. Should Assignee incur any such liability under the Tax Agreement by reason of this Assignment, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor to do so, Assignee may, at its option, during the continuation of such condition declare all sums secured hereby immediately due and payable. Further, if in any event City fails to fund the entirety of the Grant, Assignor is hereby responsible for the difference and shall immediately, upon such failure, advance such funds to Assignee. Failure to fund such funds by Assignor shall be an additional Event of Default (as defined in the Loan Documents) under the Loan Documents, in which case Assignee shall have all rights and remedies under the Loan Documents.

12. Assignor covenants with Assignee: (i) to observe and perform all the obligations imposed upon Assignor under the Tax Agreement and not to do or permit to be done anything to impair the security thereof; (ii) not to execute any other assignment of Assignor's interest of all or any part of the Tax Agreement; (iii) to give Assignee written notice of each and every default by Assignor and/or City, provided that Assignee shall never have any obligation or duty to cure any such default; and (iv) not to modify or otherwise amend the Tax Agreement without the prior written consent of Assignee.

13. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of such Loan Documents. The right of Assignee to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

14. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee and any subsequent holder of the Note and shall be binding upon Assignor and Assignor's heirs, legal representatives, successors and assigns. The obligations of each Assignor under this Assignment are joint and several.

15. This Assignment may be executed in multiple counterparts, each of which, for all purposes, shall be deemed an original, and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Assignment by facsimile or

electronic mail shall be equally as effective as delivery of an executed original counterpart and shall constitute a covenant to deliver an executed original counterpart, but the failure to do so shall not affect the validity, enforceability and binding effect of this Assignment.

16. Wherever used, the singular number shall include the plural, and the use of any gender shall be applicable to all genders. If any obligation or portion of this Assignment is determined to be invalid or unenforceable under law, it shall not affect the validity or enforcement of the remaining obligations or portions hereof. This Assignment is to be construed under the laws of the State of Wisconsin. The failure or delay of Assignee to exercise or enforce any rights, liens, powers or remedies hereunder or under any of the aforesaid agreements shall not operate as a waiver of such liens, rights, powers and remedies, but all such liens, rights, powers and remedies shall continue in full force and effect. Assignee shall have all rights and remedies with respect to this Assignment as provided in the Loan Documents. Assignor shall do any and all things necessary, or take any action requested by Assignee, to carry out the intent of this Assignment.

17. Intentionally Deleted.

18. All notices or other communications required or permitted to be given pursuant hereto shall be in writing and shall be considered as properly given if (i) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by facsimile transmission to the facsimile machine of the intended recipient with evidence of receipt of transmission at the recipient's facsimile machine. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; notice sent by facsimile transmission shall be effective upon receipt thereof at the facsimile machine of the intended recipient, provided a copy is also sent the same day by mail, personal delivery, or commercial delivery service; and notice given by other means shall be effective only if and when received at the designated address of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth on the signature page hereof. Either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of 30 days' notice to the other party in the manner set forth herein.

19. As used herein, the term "Exempt Entitlements" includes all of the following rights and remedies of the City: (a) the rights of the City to exercise any of its rights and powers granted under Wisconsin law, including without limitation the right to assess taxes against the Hotel and/or control the required permitting for the Hotel; (b) the City's right under the Tax Agreement to cease disbursement of the undisbursed amount of the City Grant if an Event of Default occurs under the Tax Agreement; (c) the City's right to levy upon the letter of credit and/or cash collateral account provided by Assignor to the City (in which City is the senior secured party) pursuant to the Tax Agreement; (d) the right of the City under the Tax Agreement to levy property taxes upon the Hotel in amounts which may be derived from certain Minimum Assessed Values as prescribed in the Tax Agreement; and (e) the right of the City under the Tax

Agreement to prohibit and or restrain Assignor (or any successor of Assignor in title to the Hotel) from selling or leasing the Hotel to any tax exempt organizations. Notwithstanding any provision contained in this Assignment to the contrary, City acknowledges that despite its rights to the Exempt Entitlements, Assignee shall not be held liable or responsible for the Default Repayment (as defined in the Tax Agreement) or Special Charge (as defined in the Tax Agreement) that accrued prior to Assignee taking title to the Hotel.

[Remainder of page intentionally left blank.]

DRAFT

EXECUTED to be effective as of the Effective Date.

ASSIGNOR:

Drexel Hotel Investment LLC
a Wisconsin limited liability company

By: _____
John D. Kothe, Director and Manager

STATE OF WISCONSIN)
) ss:
COUNTY OF DANE)

On _____, 2019, before me, _____ (insert name of notary), personally appeared John D. Kothe, Director and Manager of Drexel Hotel Investment LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.

Print Name: _____
My Commission: _____

[Signature Page and Acknowledgment Continue]

ASSIGNOR:

TFC Oak Creek LLC

a Wisconsin limited liability company

By The Flying Colonel, LLC, its Manager

By: _____
James L. Korb, Manager

By: _____
Marlene A. Korb, Manager

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

On _____, 2019, before me, _____ (insert name of notary), personally appeared James L. Korb, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.

Print Name: _____
My Commission: _____

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

On _____, 2019, before me, _____ (insert name of notary), personally appeared Marlene A. Korb, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.

Print Name: _____
My Commission: _____

[Signature Page and Acknowledgment Continue]

ASSIGNOR:

Pinetree Properties X, LLC
a Wisconsin limited liability company

By: _____
Robert O. Wehrenberg, Manager

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

On _____, 2019, before me, _____ (insert name of notary), personally appeared Robert O. Wehrenberg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.

Print Name: _____
My Commission: _____

[Signature Page and Acknowledgment Continue]

ASSIGNOR:

Pinetree Properties XI, LLC
a Wisconsin limited liability company

By: _____
Robert O. Wehrenberg, Manager

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

On _____, 2019, before me, _____ (insert name of notary), personally appeared Robert O. Wehrenberg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.

Print Name: _____
My Commission: _____

EXECUTED to be effective as of the Effective Date.

ASSIGNEE:

McFarland State Bank,
a Wisconsin state bank

By: _____
Dan W. Carey
Assistant Vice President

5990 U.S. Hwy. 51
P.O. Box 7
McFarland, WI 53558

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2019, the above named Dan W. Carey, to me known to be the Assistant Vice President of McFarland State Bank and the person who executed the foregoing instrument on behalf of said entity and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

Acknowledged and Agreed to by the undersigned as of the Effective Date:

CITY

CITY OF OAK CREEK

By: _____
Daniel Bukiewicz, Mayor

By: _____
Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this ____ day of _____, 2019, personally came before me Daniel Bukiewicz, and Catherine A. Roeske, the Mayor and City Clerk respectively of the City of Oak Creek, and to me known to be the persons who executed the foregoing instrument and acknowledged the same in such capacity.

[Notarial Seal]

Notary Public, State of Wisconsin
My Commission: _____

F:\DOCS\WD\20130\253\A3442858.DOCX

EXHIBIT A

The Hotel

Lot 3 of Certified Survey Map No. 8573, recorded with the Milwaukee County Register of Deeds on December 12, 2013 as Document No. 10320408, being a division of Lot 2 and a part of Lot 3 of Certified Survey Map No. 8542, in the Northwest ¼, Northeast ¼ and Southwest 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Tax Key Number: 813-9033 (2014 Tax Key Number)
(Part of 813-9023 for 2013 Tax Key Number)

And all improvements located or to be located thereon.

COMMON COUNCIL REPORT

- Item:** Certified Survey Map (Minor Land Division) - 3810 E. American Ave. and 9050 S. Annette Pl.
- Recommendation:** That the Council adopts Resolution No. 12072-061819, a resolution approving a Certified Survey Map (Minor Land Division) for David Cialdani, Milwaukee County, for the properties at 3810 E. American Ave. and 9050 S. Annette Pl.
- Fiscal Impact:** The proposed CSM will relocate the existing shared property boundary between the two (2) lots such that Lot 1 will retain approximately 18.9 acres for future residential development, and Lot 2 will retain approximately 2.8 acres for anticipated remediation and/or future roadway connections. No direct fiscal impact is anticipated with this change as the vacant lots currently exist. There are no immediate plans for development; however, future residential development will yield positive fiscal impact in terms of assessed value, permit and review fees, and impact fees. These properties are not part of a TID.
- 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 Applicant is requesting approval of a Minor Land Division for the properties at 3810 E. American Ave. and 9050 S. Annette Pl. The only proposed change is for the shared property line between the two properties to be moved north to maximize future development potential. Each lot will be in conformance with minimum lot size requirements for the Rs-4, Single Family Residential zoning district. Since the lots currently exist, and the only proposed change is to the shared property line between them, any existing wetland boundaries will not be affected. Delineations are not required at this time, but will be required prior to any development on either parcel. Staff strongly urges a notation on the final Certified Survey Map indicating that wetlands have not been delineated.

Comments received from the Oak Creek Water and Sewer Utility indicate that a 25-foot public water easement is required across Lot 2, and a condition of approval for such has been included in the Suggested Motion. Lot 2 is located at the end of two temporary cul-de-sacs, and Officially-Mapped Streets affect both properties. Temporary easements will be required for the temporary cul-de-sacs at Briandean Ct. and Annette Pl. on Lot 2. The future roads and/or right-of-way dedications should be included on the map prior to recording. All dedications of public rights-of-way must be reflected in the Common Council Approval signature block

The Plan Commission reviewed the CSM (Minor Land Division) proposal at their meeting on June 11, 2019, and recommend approval with the following conditions:

-
1. That a minimum 25-foot public water easement is included across Lot 2 prior to recording.
 2. That temporary easements for the temporary cul-de-sacs at Briandean Court and Annette Place on Lot 2 are coordinated with the City.
 3. That the CSM includes the future street pattern on the Official Map and/or dedicates the public right-of-way for such.
 4. That the Common Council Approval signature block includes the dedication of rights-of-way.
 5. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Options/Alternatives: Council has the discretion to modify the condition(s) of Certified Survey Map approval, or deny the request. Disapproval will likely result in the existing condition of the properties to remain as one (1) vacant, underutilized lot, and one (1) developed lot with a single-family residential dwelling.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Finance Director/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Resolution 12072-061819

Location Map

Proposed Property Line Exhibit (1 page)

Certified Survey Map (Sheets 1-4)

RESOLUTION NO. 12072-061819

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
DAVID CIALDANI, MILWAUKEE COUNTY

3810 E. AMERICAN AVE. AND 9050 S. ANNETTE PL.
(4th Aldermanic District)

WHEREAS, DAVID CIALDANI, MILWAUKEE COUNTY, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this certified survey map be approved, subject to the following conditions:

1. That a minimum 25-foot public water easement is included across Lot 2 prior to recording.
2. That temporary easements for the temporary cul-de-sacs at Briandean Court and Annette Place on Lot 2 are coordinated with the City.
3. That the CSM includes the future street pattern on the Official Map and/or dedicates the public right-of-way for such.
4. That the Common Council Approval signature block includes the dedication of rights-of-way.
5. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following conditions:

1. That a minimum 25-foot public water easement is included across Lot 2 prior to recording.
2. That temporary easements for the temporary cul-de-sacs at Briandean Court and Annette Place on Lot 2 are coordinated with the City.
3. That the CSM includes the future street pattern on the Official Map and/or dedicates the public right-of-way for such.
4. That the Common Council Approval signature block includes the dedication of rights-of-way.
5. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of June, 2019.

Passed and adopted this 18th day of June, 2019.

President, Common Council

Approved this 18th day of June, 2019.

Mayor

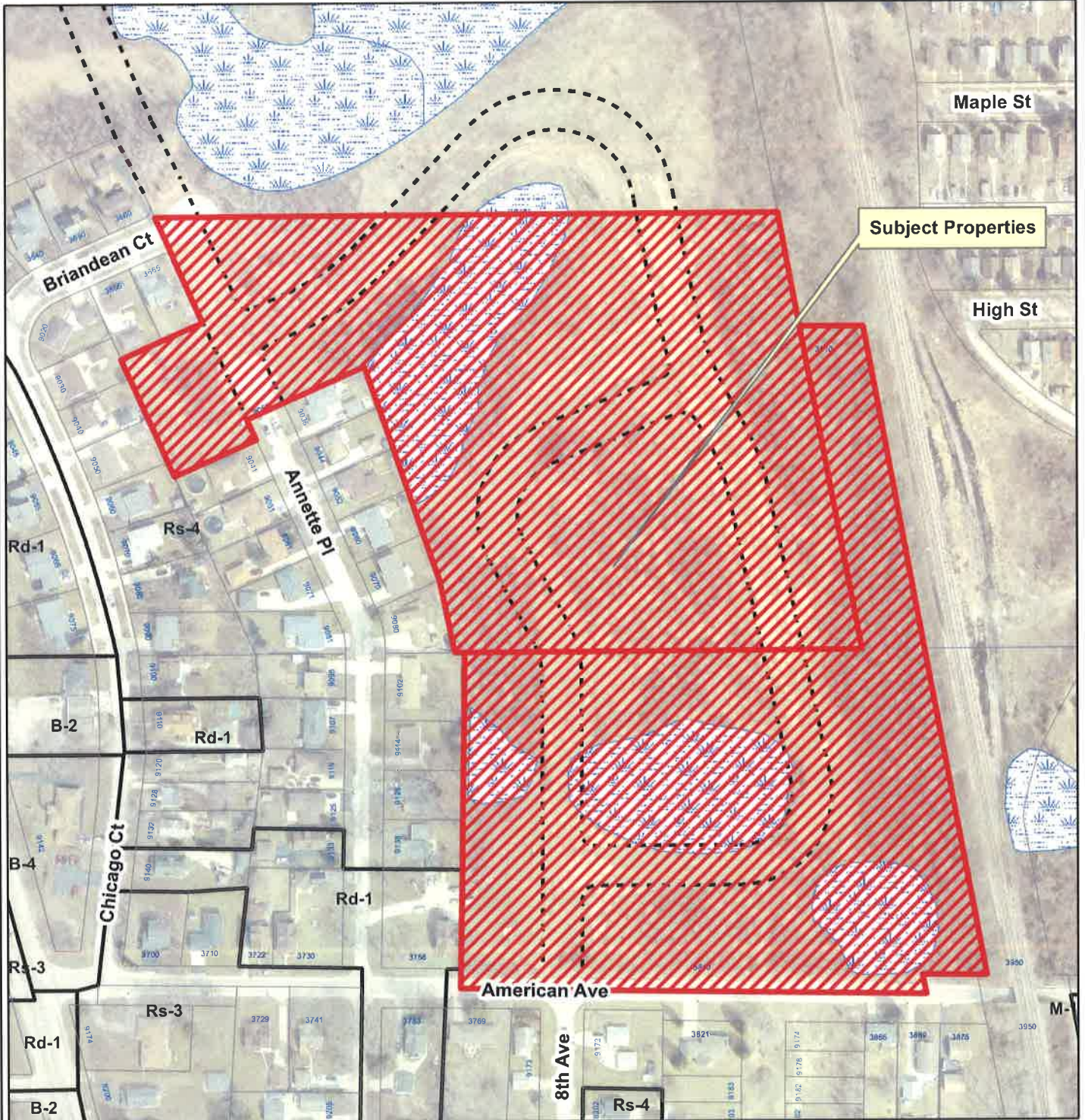
ATTEST:

City Clerk

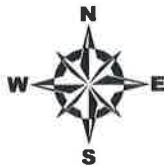
VOTE: Ayes _____ Noes _____

Location Map




3810 E. American Ave. & 9050 S. Annette Pl.



This map is not a survey of the actual boundary of any property this map depicts.



Legend

-  Parcels selection
-  Officially Mapped Streets
-  DNR Wetlands Inventory

Department of Community Development

Cottonwood Development Parcels
BRRTS 02-41-184202
Proposed Property Line



Proposed New Property Line

9050 S ANNETTE PL
8659978003

This property line would be removed.

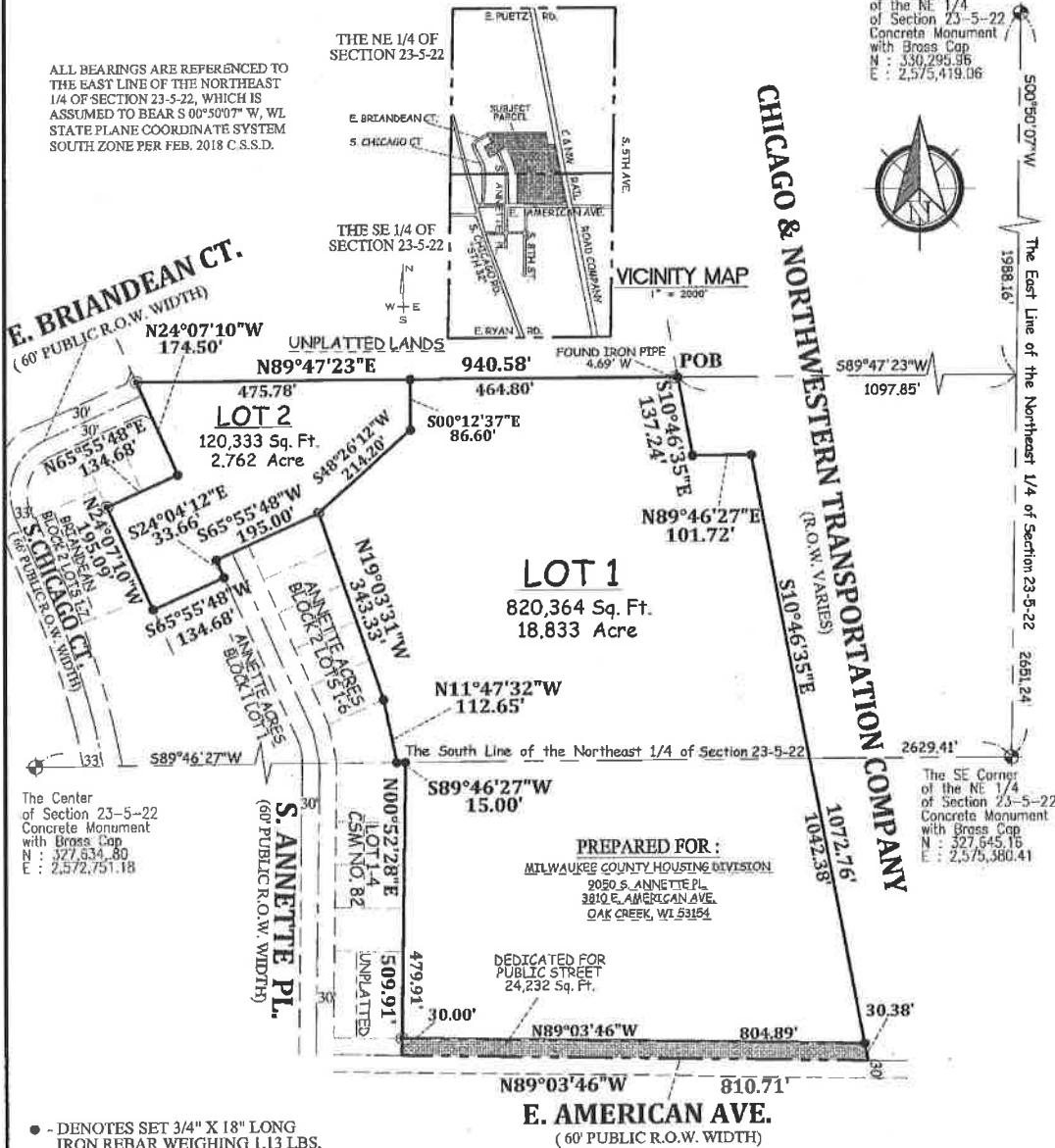
3810 E AMERICAN AVE
8699993000

CERTIFIED SURVEY MAP NO. _____

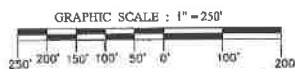
BEING A PART OF SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWN 5 NORTH, RANGE 22 EAST AND PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWN 5 NORTH, RANGE 22 EAST IN CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 23-5-22, WHICH IS ASSUMED TO BEAR S 00°50'07" W, WL STATE PLANE COORDINATE SYSTEM SOUTH ZONE PER FEB. 2018 C.S.S.D.

The NE Corner of the NE 1/4 of Section 23-5-22 Concrete Monument with Brass Cap
 N : 330,295.96
 E : 2,575,419.06



- - DENOTES SET 3/4" X 18" LONG IRON REBAR WEIGHING 1.13 LBS.
- - DENOTES FOUND 2" IRON PIPE
- ⊙ - DENOTES FOUND 1" IRON PIPE



SURVEYING ASSOCIATES, INC.
 MEMBER OF WISCONSIN SOCIETY OF LAND SURVEYORS & NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS

2554 N. 100TH STREET
 P.O. BOX 26596
 WAUWATOSA, WISCONSIN 53226
 (414) 257-2212 FAX: (414) 257-2443
 sai@wlrr.com

MARC C. PASSARELLI P.L.S. # 2817

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWN 5 NORTH, RANGE 22 EAST AND PART OF THE NORTHWEST ¼ AND NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWN 5 NORTH, RANGE 22 EAST IN CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

I, Marc C. Passarelli, a Professional Land Surveyor do hereby certify:

That I have surveyed, divided and mapped a part of the Southwest ¼ and the Southeast ¼ of the Northeast ¼ of Section 23, Town 5 North, Range 22 East and Part of the Northwest ¼ and Northeast ¼ of the Southeast ¼ of Section 23, Town 5 North, Range 22 East in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of Section 23, thence South 00° 50' 07" West along the East line of the Northeast ¼ of Section 23, 1988.16 feet; thence South 89° 47' 23" West, 1097.85 feet to the point of beginning of the lands to be described; thence South 10° 46' 35" East along the Westerly right-of-way line of the Chicago and Northwestern Transportation Company, 137.24 feet; thence North 89° 46' 27" East, 101.72 feet; thence South 10° 46' 35" East along said Westerly right-of-way line, 1072.76 feet to a point on the centerline of American Ave.; thence North 89° 03' 46" West along said centerline, 810.41 feet; thence North 00° 52' 28" East, 509.91 feet to the Northeast corner of Lot 4 of Certified Survey Map No. 82 also being on the South line of the Northeast ¼ of said Section 23; thence South 89° 46' 27" West along said South line, 15.00 feet; thence North 11° 47' 32" West, 112.65 feet to the Northeast corner of Lot 1 in Block 2 of Annette Acres; thence North 19° 03' 31" West, 343.33 feet to a 2" diameter iron pipe marking the Northwest Corner of Lot 1 in Block 1 of Annette Acres; thence South 65° 55' 48" West, 195.00 feet; thence South 24° 04' 12" East, 33.66 feet to the Northeast corner of Lot 1 in Block 2 of Annette Acres; thence South 65° 55' 48" West 134.68 feet to the Northwest corner of Lot 1 in Block 2 of Annette Acres; thence North 24° 07' 10" West, 195.08 feet to the Southwest corner of Lot 3 in Block 2 of Briandean; thence North 65° 55' 48" East, 134.68 feet to the Southeast corner of Lot 1 in Block 2 of Briandean; thence North 24° 07' 10" West, 174.50 feet; thence North 89° 47' 23" East, 940.58 feet to the point of beginning.

Dedicating the most Southerly 30.00 feet to the public for street purposes on East American Avenue. Containing 24,232 square feet (0.5562 acres) of land.

That I have made such survey, land division and map by the direction of the Milwaukee County, owner of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Chapter 18 of the Municipal Code of the City of Oak Creek in surveying, dividing and mapping the same.

Dated this 2nd day of April 2019.

Marc C. Passarelli S-2817
Wisconsin Professional Land Surveyor

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWN 5 NORTH, RANGE 22 EAST AND PART OF THE NORTHWEST ¼ AND NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWN 5 NORTH, RANGE 22 EAST IN CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE:

STATE OF WISCONSIN)
COUNTY OF _____)SS

As owner the County of Milwaukee, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map.

In consideration of the approval of the map by the Planning Commission and the Common Council of the City of Oak Creek, the undersigned agrees:

- a. That all utility lines to provided electric power and telephone services and cable televisions or communications systems lines or cables to all lots in the subdivision shall be installed underground in easements provided therefore, where feasible.

This agreement shall be binding on the undersigned and assigns.

The County of Milwaukee does further certify that this map is required to be submitted to the following for approval or objection: City of Oak Creek.

IN WITNESS WHEREOF, the County of Milwaukee has caused these presents to be signed by, Chris Abele its county Executive and George Christenson, its County Clerk at _____, Wisconsin on this day of _____, 2019.

THE COUNTY OF MILWAUKEE

Chris Abele, Milwaukee County Executive

George Christenson, County Clerk

STATE OF WISCONSIN)
COUNTY OF _____)SS

Personally came before me this _____ day of _____, 2019, the above named Chris Abele and George Christenson, of the above named corporation, to me known to be such County Executive and County Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

PRINT

(Seal)
Notary Public, State of Wisconsin
My Commission expires _____
My Commission is permanent.

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 23, TOWN 5 NORTH, RANGE 22 EAST AND PART OF THE NORTHWEST ¼ AND NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWN 5 NORTH, RANGE 22 EAST IN CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

CERTIFICATE OF MILWAUKEE COUNTY TREASURER:

STATE OF WISCONSIN)
COUNTY OF _____)SS

I, David Cullen, being the duly elected, qualified County Treasurer of the County of Milwaukee, certify that in accordance with the records of the office of the County Treasurer of the County of Milwaukee, there are no unpaid taxes or unpaid special assessments on the land included in this Certified Survey Map.

Date: _____

David Cullen, County Treasurer

PLANNING COMMISSION APPROVAL

Approved by the Planning Commission of the City of Oak Creek on this _____ day of _____, 2019.

Daniel Bukiewicz, Chairman

Douglas Seymour, Secretary

COMMON COUNCIL APPROVAL

Approved and Accepted by the Common Council of the City of Oak Creek in accordance with Resolution Number _____, adopted on the _____ day of _____, 2019.

Daniel Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

COMMON COUNCIL REPORT

Item: Final Payment - Project No. 18028

Recommendation: That the Common Council approve Resolution No. 12069-061819, accepting the workmanship of DC Burbach, Inc. and authorizing final payment for Project No. 18028.

Fiscal Impact: Final payment of \$3,600.00 is to be paid with CIP provided funding. South Milwaukee will reimburse the city \$1,800.00.

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: Oak Creek and South Milwaukee jointly coordinated a traffic study of Nicholson Avenue (a/k/a Pennsylvania Avenue) from Drexel to Rawson in 2016. The study identified the need for improvements that would mitigate a.m. and p.m. rush hour delays at the intersection of Milwaukee/Nicholson. The Common Council authorized city staff to enter into an agreement with South Milwaukee on April 17, 2018 outlining responsibilities for the shared project.

Under authorization by the Common Council on May 15, 2018 the project was awarded to D.C. Burbach, Inc., as part of the Capital Improvement Program. Attached to this report is the final project payment cost breakdown, which identifies major contract item overages and shortages, as well as contract change orders (additions and deletions), that account for the final contract amount.

Options/Alternatives: The Council could opt to not accept the work and thus not make the final payment. This would delay the project closeout.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Matthew J. Sullivan, PE
Assistant City Engineer

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, PE
City Engineer

Attachments: Project 18028 Final Project Payment Cost Breakdown

RESOLUTION NO. 12069-061819

BY: _____

**RESOLUTION ACCEPTING THE WORKMANSHIP OF
D.C. BURBACH, INC.
AND AUTHORIZING FINAL PAYMENT**

MILWAUKEE/NICHOLSON INTERSECTION IMPROVEMENTS PROJECT

PROJECT NO. 18028

(1ST ALDERMANIC DISTRICTS)

WHEREAS, the City of Oak Creek, hereinafter referred to as the City, and D.C. Burbach, Inc., hereinafter referred to as the Contractor, entered into a contract whereby the Contractor agreed to perform certain public works under Project No. 18028 for the installation of intersection improvements in the City of Oak Creek, in accordance with plans and specifications prepared by the City Engineer for the agreed price of \$144,658.72; and,

WHEREAS, said total final contract price has been determined to be \$169,311.50 as computed by the City Engineer using actual quantities as measured, additions and deletions to the contract, and contract unit prices; and,

WHEREAS, the Contractor has completed all of the work set out in the specifications; and,

WHEREAS, the City Engineer has submitted his final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account, the sum of \$3,600.00.

NOW, THEREFORE, BE IT RESOLVED that the recommendation and report prepared by the City Engineer be accepted.

BE IT FURTHER RESOLVED that the City of Oak Creek does hereby accept the workmanship furnished by the Contractor, subject, however, to all guarantees and other obligations set out in the contract which the City of Oak Creek hereby reserves, if any, and subject to the right of the City of Oak Creek to commence an action or file a third party claim against the Contractor in the event that an action is commenced by anyone against the City of Oak Creek as a result of alleged injuries or wrongful death as a result of the condition of the work site or any other condition related to this project.

BE IT FURTHER RESOLVED that in order to guarantee said workmanship and materials on the street improvement installation for a period of 12 months after the acceptance of the work, the performance or contract bond, which has been made a part of the contract, shall be in effect until 12 months after the passage of the resolution.

BE IT FURTHER RESOLVED that the City, through its proper officials, issues its voucher in the sum of \$3,600.00 to the Contractor in full and final payment of the City's obligations under this contract.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of June, 2019.

Passed and adopted this 18th day of June, 2019.

President, Common Council

Approved this 18th day of June, 2019.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

CONTRACTORS FINAL PAY ESTIMATE QUANTITY AND COST BREAKDOWN

PROJECT NO. **18028**
 LOCATION: Intersection of Pennsylvania Ave. & Milwaukee Ave. PREPARED BY: *Matthew J. Sullivan*
 DESCRIPTION: Intersection Improvements Assitant City Engineer
 GENERAL CONTRACTOR: DC Burbach City of Oak Creek
 Engineering Department
 DATE PREPARED: Thursday, June 6, 2019

CONTRACT BID AMOUNT: \$ 144,658.72
 AUTHORIZED ADDITIONS TO THE ORIGINAL CONTRACT AMOUNT: \$ 5,485.00
 REVISED CONTRACT AMOUNT: \$ 150,143.72
 AS-BUILT PROJECT COST: \$ 169,311.50
 AMOUNT PAID PREVIOUSLY: \$ 165,711.50
 AMOUNT DUE FINAL PAYMENT: \$ 3,600.00

AS AUTHORIZED AGENT OF THE ABOVE NOTED CONTRACTOR, I SIGNIFY THAT I HAVE REVIEWED AND ACCEPT THE FINAL AS-BUILT QUANTITIES AS NOTED ON THE

ATTACHED PAGES, AND REQUEST THAT FINAL PAYMENT BE MADE IN THE AMOUNT OF \$ 3,600.00

ACCEPTED BY:

Dave Winsten

(PRINT NAME)

Office Manager

TITLE

[Signature]

SIGNATURE

6/10/19

DATE ACCEPTED



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 6/18/19 License Committee Report.

Fiscal Impact: License fees in the amount of \$930.00 were collected.

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 6/18 Council meeting. Tentative recommendations are as follows (favorable background reports received):

Grant an Operator's license to:

- * Julie A. Vokes, 714 1/2 N. Chicago Ave., South Milwaukee (Aldi)
- * Bethany R. Lueck, 828 Columbia Ave., South Milwaukee (Ryan Road Mobil)
- * Felix-Jose Acevedo, 3662 S. 20th St., Milwaukee (Kwik Trip)
- * Cordell L. Gholson, 5340 N. 38th St., Milwaukee (South Shore Cinemas)
- * Joshua M. Schultz, 7357 Heatheridge Ct., Franklin (Aldi)
- * Kelly A. Marek, 3534 E. Plankinton Ave., Cudahy (Pick 'n Save)
- * Joshua J. Mack, 3331 W. Wilbur Ave., Milwaukee (Kwik Trip)
- * Rebecca A. Omick, 8823 S. Oak Park Dr., Oak Creek (Pick 'n Save)
- * Samantha L. Krajewski, 4231 S. 91st St., Greenfield (Pick 'n Save)

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Bridget M. Scuffrant

Assistant City Administrator/Comptroller

Attachments: None

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the June 12, 2019 Vendor Summary Report in the total of \$794,362.85.

Fiscal Impact: Total claims paid of \$794,362.85.

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. \$5,400.00 to Baker Tilly (pgs #2-3) for services in connection to 2018 financial audit and 2018 Form C services.
2. \$65,610.40 to Benistar (pg #3) for Medicare supplement insurance.
3. \$20,569.50 to Buelow Vetter (pgs #3-4) for legal services.
4. \$9,525.00 to Door Master Garage Doors Co, LLC. (pg #5) for garage door maintenance at Fire station #3.
5. \$45,804.00 to General Traffic Controls, Inc. (pg #6) for school zone equipment, Projects 19026,19028, and 19031.
6. \$11,999.00 to Granicus (pg #7) for City's website hosting and support.
7. \$11,109.00 to Healics Inc. (pg #8) for 2019 wellness service deposit.
8. \$40,227.56 to Holz Motors, Inc (pg #8) for transmission replacement on SQ #10 and new Police Department squad vehicle.
9. \$267,075.70 to Ikea (pg #8) for developer reimbursement per developer agreement.
10. \$5,700.00 to Midwest Signal & Light (pg #11) for temporary lighting on Ryan Road and transformer bases.
11. \$6,000.00 to Milwaukee Milkmen Baseball LLC (pg #11) for 2019 sponsorship (Tourism).
12. \$43,104.80 to Montgomery Associates (pg #12) for shoreline evaluation.
13. \$7,908.00 to Ray O'Herron Co., Inc (pg #12) for Police Department ammunition supply.
14. \$7,622.28 to Securian Financial Group, Inc. (pgs #15-16) for July employee life insurance.

-
15. \$15,900.15 to Sherwin Industries, Inc. (pg #16) for DPW street maintenance supplies.
 16. \$6,545.03 to Telecom Fitness, Inc. (pg #17) for audit fees from savings.
 17. \$8,349.00 to The Explorium Brewpub (pg #17) for Abendschien's Beer Garden supplies: beer, wine, trailer, t-shirts etc. (Tourism)
 18. \$6,702.00 to Trane (pg #17) for service call on makeup air unit, located at Library.
 19. \$49,430.79 to US Bank (pgs #19-26) 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.
 20. \$5,323.75 to Vandewalle & Associates, Inc. (pg #18) for professional services relating to TIF #12 amendment.
 21. \$16,747.40 to WE Energies (pg #18) for street lighting, electricity & natural gas.
 22. \$5,190.10 to Western Culvert & Supply (pg #18) for culvert and ADS supplies.
 23. \$12,690.13 to WI Court Fines & Surcharges (pg #18) for May court fines.
 24. \$19,653.01 to World Fuel (pg #19) for fuel inventory.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:

Attachments: 6/12/19 Invoice GL Distribution Report