



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

COMMON COUNCIL MEETING AGENDA

TUESDAY, DECEMBER 17, 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: 12/3/19

Recognition

4. **Resolution:** Consider *Resolution* No. 12116-121719, a Resolution of Appreciation to Deborah A. Paget, retiring Police Clerk (by Committee of the Whole).
5. **Resolution:** Consider *Resolution* No. 12117-121719, a Resolution of Appreciation to Susanne M. Ventela, retiring Executive Administrative Assistant (by Committee of the Whole).
6. **Council Proclamation:** Consider *Council Proclamation* No. 19-13, Congratulations to David C. Sokol for receiving the Eagle Scout Award (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.

7. **Rezone:** Consider a request by Mike Kaerek, East Brooke LLC, to rezone the properties at 9343, 9352, 9357 and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd., to remove portions of the FF, Flood Fringe district (3rd District).
8. **Ordinance:** Consider *Ordinance* No. 2959, to approve a rezone of the properties at 9343, 9352, 9357 and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd. to remove portions of the FF, Flood Fringe district (3rd District).
9. **Resolution:** Consider *Resolution* No. 12122-121719, approving a Certified Survey Map submitted by Mike Kaerek, East Brooke LLC, for the properties at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. (3rd District).

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

10. **Resolution:** Consider Resolution No. 12120-121719, approving a Final Subdivision Plat for East Brooke Preserve Addition No. 1 (aka, Phase 2) (3rd District).

New Business

11. **Motion:** Consider a motion to approve the selection of Universal Medical Resources (UMR) for third party administrator services and access to the United Healthcare network for the 2020, 2021, and 2022 health insurance plan years (by Committee of the Whole).

FIRE

12. **Motion:** Consider a motion to purchase a LUCAS Chest Compression System from Stryker Medical in the amount of \$14,957 (by Committee of the Whole).

INFORMATION TECHNOLOGY

13. **Motion:** Consider a motion to enter into a three (3) year Small Municipal and County Government Enterprise Agreement (EA) with Esri for Geographic Information Systems (GIS) software, as recommended by the Information Technology Manager (by Committee of the Whole).

COMMUNITY DEVELOPMENT

14. **Resolution:** Consider Resolution No. 12121-121719, approving a Certified Survey Map submitted by Frank Giuffre, Star Properties 2, LLC, for the properties at 6524 and 6548 S. 13th St. (1st District).

ENGINEERING

15. **Resolution:** Consider Resolution No. 12123-121719, issuing a release from the Development Agreement for the properties at 1820, 1830, 1848, 1850, 1900 and 1920 W. Drexel Ave. (Tax Key Nos. 784-9018-000, 784-9017-000, 784-9016-000, 784-9014-000, 784-9013-000 and 784-9012-000) (2nd District).
16. **Resolution:** Consider Resolution No. 12124-121719, issuing a release from the Development Agreement for the properties at 1632, 1700, 1750 and 1800 W. Drexel Ave. (Tax Key Nos. 784-9011-000, 784-9010-001, 784-9009-001, 784-9008-000) (2nd District).
17. **Resolution:** Consider Resolution No. 12125-121719, issuing a release from the Development Agreement for the properties at 1632, 1700 and 1750 W. Drexel Ave. (Tax Key Nos. 784-9011-000, 784-9010-001 & 784-9009-001) (2nd District).

LICENSE COMMITTEE

18. **Motion:** Consider a motion to grant the various license requests as listed on the 12/17/19 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

19. **Motion:** Consider a motion to approve the December 11, 2019 Vendor Summary Report in the amount of \$675,506.22 (by Committee of the Whole).

Adjournment.

Public Notice

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

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend 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

RESOLUTION NO. 12116-121719

BY: COMMITTEE AS A WHOLE

RESOLUTION OF APPRECIATION
TO
DEBORAH A. PAGET

WHEREAS, Deborah A. Paget began her employment with the City of Oak Creek on April 11, 1994 as a full-time Emergency Services Dispatcher; and

WHEREAS, Deborah A. Paget served as an Emergency Services Dispatcher until December of 2000 where she moved to the clerical unit of the Police Department.

WHEREAS, Deborah A. Paget served professionally in both units completing many duties on short notice and sacrificed family time due to the short time frame requirements for completion of her duties.

WHEREAS Deborah A. Paget served in the capacity of a trainer and was a valuable member of the Department's Career Survival Unit where she served as an excellent team member for others on the Department.

WHEREAS Deborah A. Paget received the following Awards and Recognition for her excellent work product in several incidents: two (2) Letters of Commendation, two (2) awards for Outstanding Police Administrative Services, one (1) Shift Acknowledgement, one (1) Unit Citation, and is the first non-sworn member of the Department to receive the Honorable Service Award.

WHEREAS, Deborah A. Paget has been a valuable employee during her 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

WHEREAS, Deborah A. Paget is retiring from the Oak Creek Police Department after completing twenty-five years and eight 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 Deborah A. Paget for her years of professional, dedicated and faithful service to the City of Oak Creek and the Police Department, that the best wishes for good health and happiness be extended to Deborah A. Paget and her family for future years.

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

Passed and adopted this 17th day of December, 2019.

President, Common Council

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes ____ Noes ____

RESOLUTION NO. 12117-121719

BY: COMMITTEE AS A WHOLE

RESOLUTION OF APPRECIATION
TO
SUSANNE M. VENTELA

WHEREAS, Susanne M. Ventela began her employment with the City of Oak Creek on November 28, 1988 and worked in the Parks and Recreation Department as a Secretary; and

WHEREAS, Susanne M. Ventela served as a Secretary with Parks and Recreation until June of 1997 when she moved to the Police Department as the Staff Secretary.

WHEREAS, Susanne M. Ventela served professionally as a part of the administrative team of the Police Department being the main resource of information on many benefits issues for not only the Command Staff but for all personnel. Due to this knowledge, Susanne M. Ventela was also a conduit of the employee benefit information to City Hall staff related to many of these issues.

WHEREAS Susanne M. Ventela's service has transformed the Secretary position into the position of Executive Administrative Assistant due to the duties she was assigned and assisted in. Sue did assist with officially changing the job description and position title for this role. This could not have occurred if Sue did not continually strive to make the functioning of the Police Department efficient, and did not demonstrate true caring for the Department and those she worked with.

WHEREAS Susanne M. Ventela received the following Awards and Recognition for her excellent work product and dedication: one (1) Award of Excellence, one (1) award for Attendance, the Chief's Award, and is the first non-sworn member of the organization to receive the Thomas P. Bauer Career Achievement Award.

WHEREAS, Susanne M. Ventela has left a positive mark on the Oak Creek Police Department through her dedication, attention to detail, compassion, and forward-thinking positive attitude.

WHEREAS, Susanne M. Ventela has been a valuable employee during her 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

WHEREAS, Susanne M. Ventela is retiring from the Oak Creek Police Department after completing thirty-one years and one month 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 Susanne M. Ventela for her years of professional, dedicated and faithful service to the City of Oak Creek and the Police Department, that the best wishes for good health and happiness be extended to Susanne M. Ventela and her family for future years.

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

Passed and adopted this 17th day of December, 2019.

President, Common Council

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes ____ Noes ____

COUNCIL PROCLAMATION NO. 19-13
CONGRATULATIONS TO
DAVID C. SOKOL
FOR RECEIVING THE EAGLE SCOUT AWARD

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than four percent of all Scouts actually achieve this goal; and

WHEREAS, at a Court of Honor to be held at the Divine Mercy Parish on December 29, 2019, at 1:00 p.m., an Eagle Award will be conferred upon David C. Sokol; and

WHEREAS, as his Eagle project, David's passion and interest in tigers led him to choose a project with one of the country's finest zoological attractions, the Milwaukee County Zoo; and

WHEREAS, during David's project, he worked closely with the Big Cat Supervisor to design and construct a deck in the Florence Mila Borchert Big Cat Country habitat area of the zoo; and

WHEREAS, David single-handedly solicited donations to cover the material costs necessary for his Eagle Scout project, including those from donors who needed tax exempt paperwork, which required David to work together with the zoological society in order to facilitate that request; and

WHEREAS, the construction of the deck in the tiger area not only offers an added element to the habitat, but it is also beneficial to the species, providing a perch for the tigers to rest upon and a shaded area for the tigers to retreat under during hot, sunny days; and

WHEREAS, David coordinated the efforts of eleven volunteers to assist with the deck construction and installation, putting in a total of over 187 man hours of work; and

WHEREAS, David not only chose a project that will provide added life enjoyment to the tigers, but also to all visitors who pass through the gates at the Milwaukee County Zoo to watch these magical creatures; and

WHEREAS, the Oak Creek Common Council wishes to recognize this noteworthy achievement of David C. Sokol.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby extend their congratulations to Eagle Scout David C. Sokol for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

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

Dated this 17th day of December, 2019.

Presented and adopted this 17th day of December, 2019.

Common Council President

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____



David Sokol

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

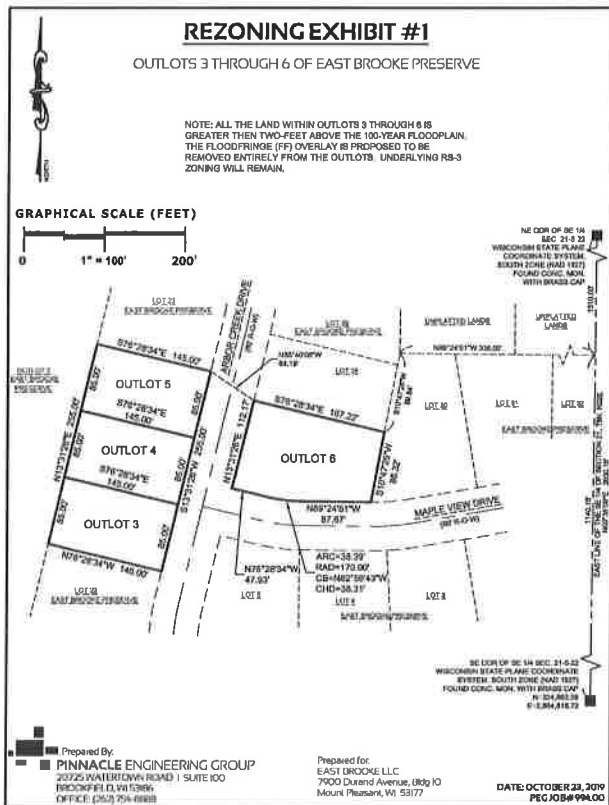
PURPOSE: The purpose of this public hearing is to consider a request by Mike Kaerek, East Brooke LLC, to rezone the properties at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd. to remove portions of the FF, Flood Fringe district.

Hearing Date: December 17, 2019
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Applicant: Mike Kaerek, East Brooke LLC
Property Owner(s): East Brooke LLC
Property Location(s): 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd.
Tax Key(s): 873-1037-000, 873-1038-000, 873-1036-000, 873-1035-000, 873-9998-003

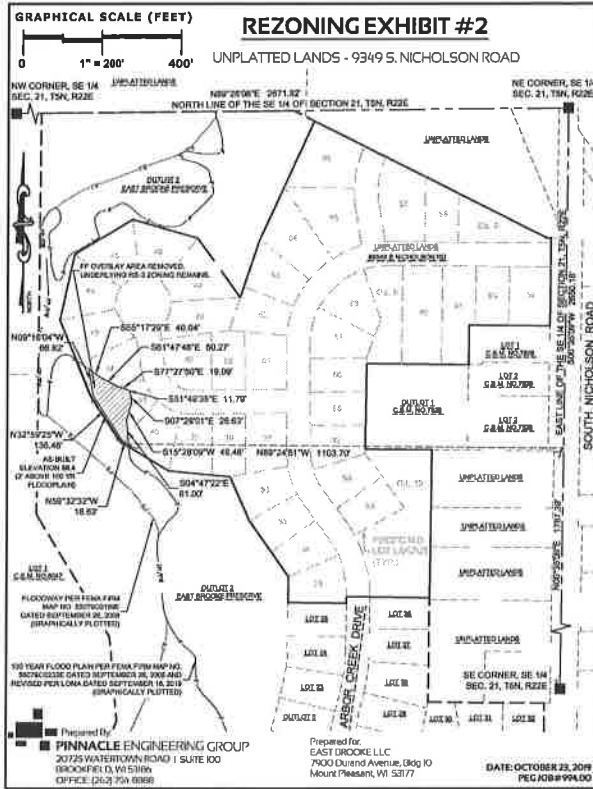
Legal Description:

9343, 9352, 9357, and 9365 S. Arbor Creek Dr.



Outlots 3 through 6 of East Brooke Preserve, a subdivision recorded on February 1, 2019 as Document No. 10845146, Milwaukee County Register of Deeds office, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

9349 S. Nicholson Rd.



Being a part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 21; thence North 00°35'09" East along the east line of said Southeast 1/4, 1787.39 feet; thence North 89°24'51" West, 1103.70 feet to the place of beginning of the land hereinafter to be described;

Thence North 59°32'32" West, 18.83 feet; thence North 32°59'25" West, 136.46 feet; thence North 09°16'04" West, 66.82 feet; thence South 55°17'29" East, 40.04 feet; thence South 61°47'48" East, 50.27 feet; thence South 77°27'50" East, 19.09 feet; thence South 51°49'35" East, 11.79 feet; thence South 07°28'01" East, 26.63 feet; thence South 15°26'09" West, 46.46 feet; thence South 04°47'22" East, 61.00 feet to the place of beginning.

The Common Council has scheduled other public hearings for December 17, 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: November 13, 2019
 CITY OF OAK CREEK COMMON COUNCIL
 By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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



COMMON COUNCIL REPORT

Item: Rezone - 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd.

Recommendation: That the Council adopts Ordinance 2959, an ordinance to approve a rezone of the properties at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd. to remove portions of the FF, Flood Fringe district.

Fiscal Impact: Approval would allow for the development of single-family residential parcels within the new East Brooke Preserve subdivision. This area was identified as priority for the development of single-family residential lots in the City's Strategic Planning efforts. Development of the lot will have positive fiscal impacts in terms of assessed value, permit fees, impact fees, and addressing the housing needs of the City. These properties are 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 is requesting that the properties at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd. be rezoned to remove portions from the FF, Flood Fringe district. The change is being requested following a FEMA Letter of Map Revision (LOMR) that recognizes portions of the properties have been raised at least 2 feet above the floodplain elevation by fill. Following the rezone, the Common Council will be asked to review a Certified Survey Map that will change Outlots 3-6 to building lots. Staff have been aware of the proposed change, and have no objections to the rezone request.

The Plan Commission recommended Common Council approval at their meeting on November 12, 2019. Should the Council agree that rezoning the parcels at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd. is appropriate, a motion recommending approval is provided above.

Options/Alternatives: Council has the discretion to approve or not approve the proposed rezone request. Disapproval of the rezone would be in conflict with FEMA approval for removing the FF, Flood Fringe areas and would potentially affect the development of the single-family residential lots.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Kaci Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant

Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP

Director of Community Development

Attachments:

Ordinance 2959

Location Map

Hearing Notice

Rezoning Exhibits 1 & 2

Plan Commission Minutes

ORDINANCE NO. 2959

By: _____

AN ORDINANCE TO REZONE THE PROPERTIES AT 9343, 9352, 9357, AND 9365 S. ARBOR CREEK DR. AND 9349 S. NICHOLSON RD. TO REMOVE PORTIONS OF THE FF, FLOOD FRINGE DISTRICT

(3rd Aldermanic District)

WHEREAS, Mike Kaerek, East Brooke LLC, has proposed a rezoning of a portion of the properties at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd. be rezoned to remove the FF, Flood Fringe district.

WHEREAS, the properties are more precisely described as follows:

Outlots 3 through 6 of East Brooke Preserve, a subdivision recorded on February 1, 2019 as Document No. 10845146, Milwaukee County Register of Deeds office, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

9349 S. Nicholson Rd.

Being a part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 21; thence North 00°35'09" East along the east line of said Southeast 1/4, 1787.39 feet; thence North 89°24'51" West, 1103.70 feet to the place of beginning of the land hereinafter to be described;

Thence North 59°32'32" West, 18.83 feet; thence North 32°59'25" West, 136.46 feet; thence North 09°16'04" West, 66.82 feet; thence South 55°17'29" East, 40.04 feet; thence South 61°47'48" East, 50.27 feet; thence South 77°27'50" East, 19.09 feet; thence South 51°49'35" East, 11.79 feet; thence South 07°28'01" East, 26.63 feet; thence South 15°26'09" West, 46.46 feet; thence South 04°47'22" East, 61.00 feet to the place of beginning. (See attached Exhibit).

WHEREAS, the Plan Commission reviewed the application and recommended that the rezoning request be approved; and

WHEREAS, the Common Council held a public hearing on said application on December 17, 2019, at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing and upon favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the rezoning was approved for the lands hereinabove described.

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 at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd. hereinabove described shall be rezoned to remove the FF, Flood Fringe district, and the Zoning Map of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.

SECTION 2: 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 3: 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 4: 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 17th day of December, 2019.

President, Common Council

Approved this 17th day of December, 2019.

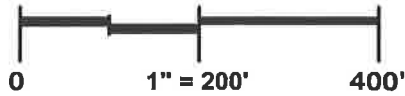
Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

GRAPHICAL SCALE (FEET)



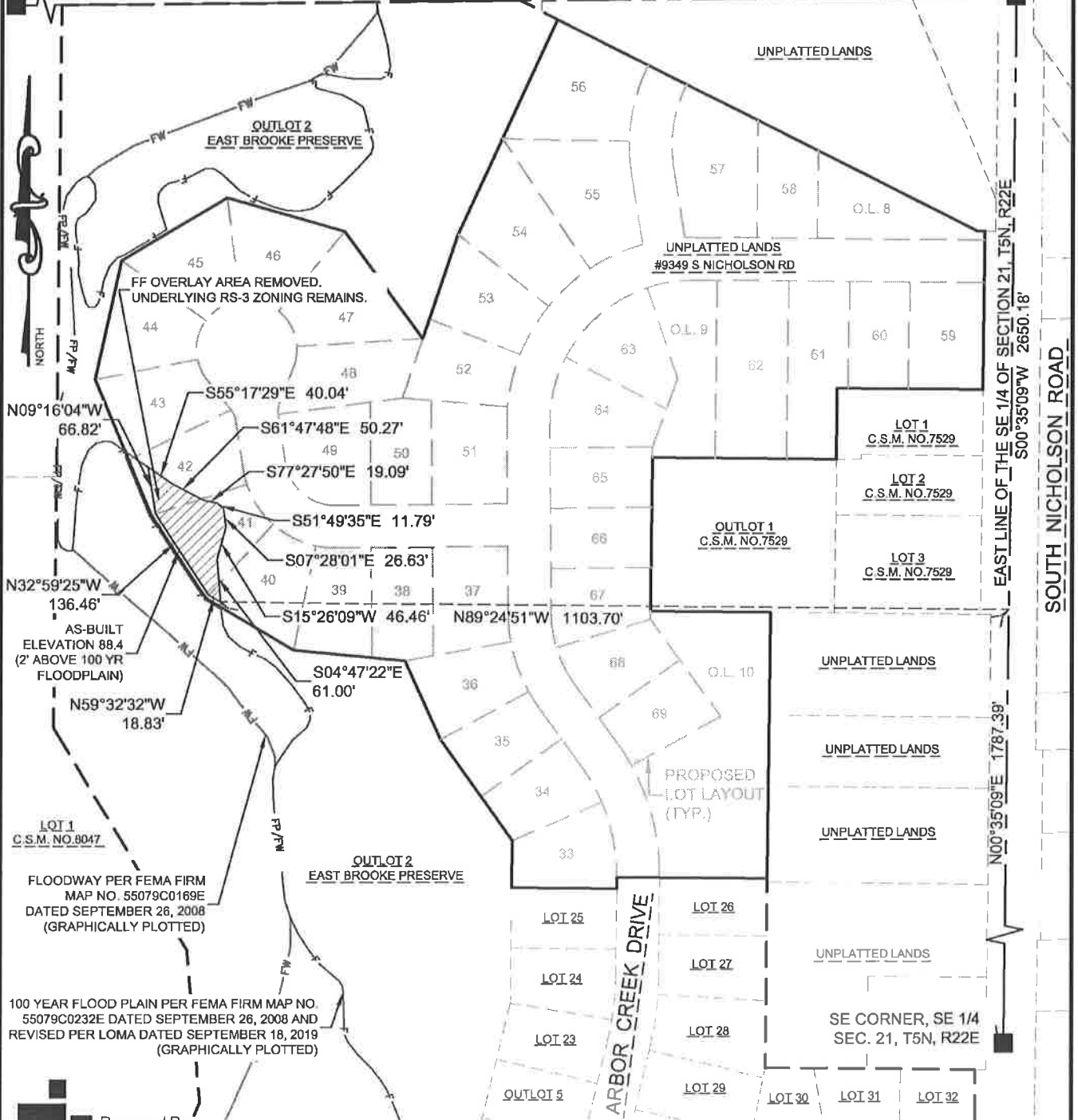
REZONING EXHIBIT #2

UNPLATTED LANDS - 9349 S. NICHOLSON ROAD

NW CORNER, SE 1/4
SEC. 21, T5N, R22E

N89°28'08"E 2671.82'
NORTH LINE OF THE SE 1/4 OF SECTION 21, T5N, R22E

NE CORNER, SE 1/4
SEC. 21, T5N, R22E



LOT 1
C.S.M. NO. 8047

FLOODWAY PER FEMA FIRM
MAP NO. 55079C0169E
DATED SEPTEMBER 26, 2008
(GRAPHICALLY PLOTTED)

AS-BUILT
ELEVATION 88.4
(2' ABOVE 100 YR
FLOODPLAIN)

N59°32'32"W 18.83'

N32°59'25"W 136.46'

N09°16'04"W 66.82'

100 YEAR FLOOD PLAIN PER FEMA FIRM MAP NO.
55079C0232E DATED SEPTEMBER 26, 2008 AND
REVISED PER LOMA DATED SEPTEMBER 18, 2019
(GRAPHICALLY PLOTTED)

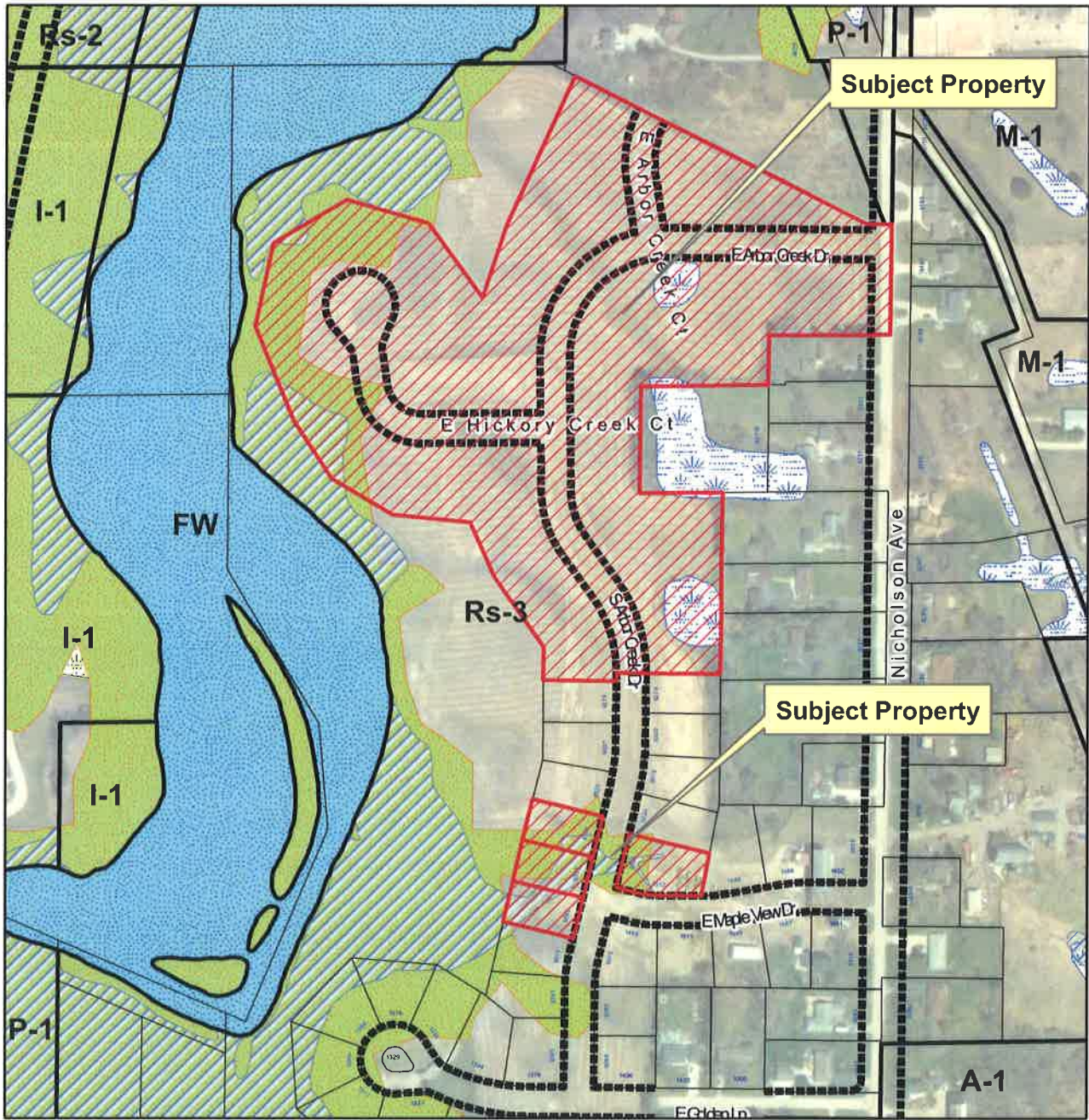
Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

Prepared for
EAST BROOKE LLC
7900 Durand Avenue, Bldg 10
Mount Pleasant, WI 53177

DATE: OCTOBER 23, 2019
PEG JOB#994.00

Location Map

Unplatted Lands-9349 S. Nicholson Rd. &
9365, 9357, 9343, 9352 S Arbor Creek Dr.



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



OAKCREEK
— WISCONSIN —

Department of Community Development



Legend

- Parcel selections
- Officially Mapped Streets
- Flood Plain (2008)
- Floodway (2008)
- Environmental Corridor
- DNR Wetlands Inventory

OFFICIAL NOTICE

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

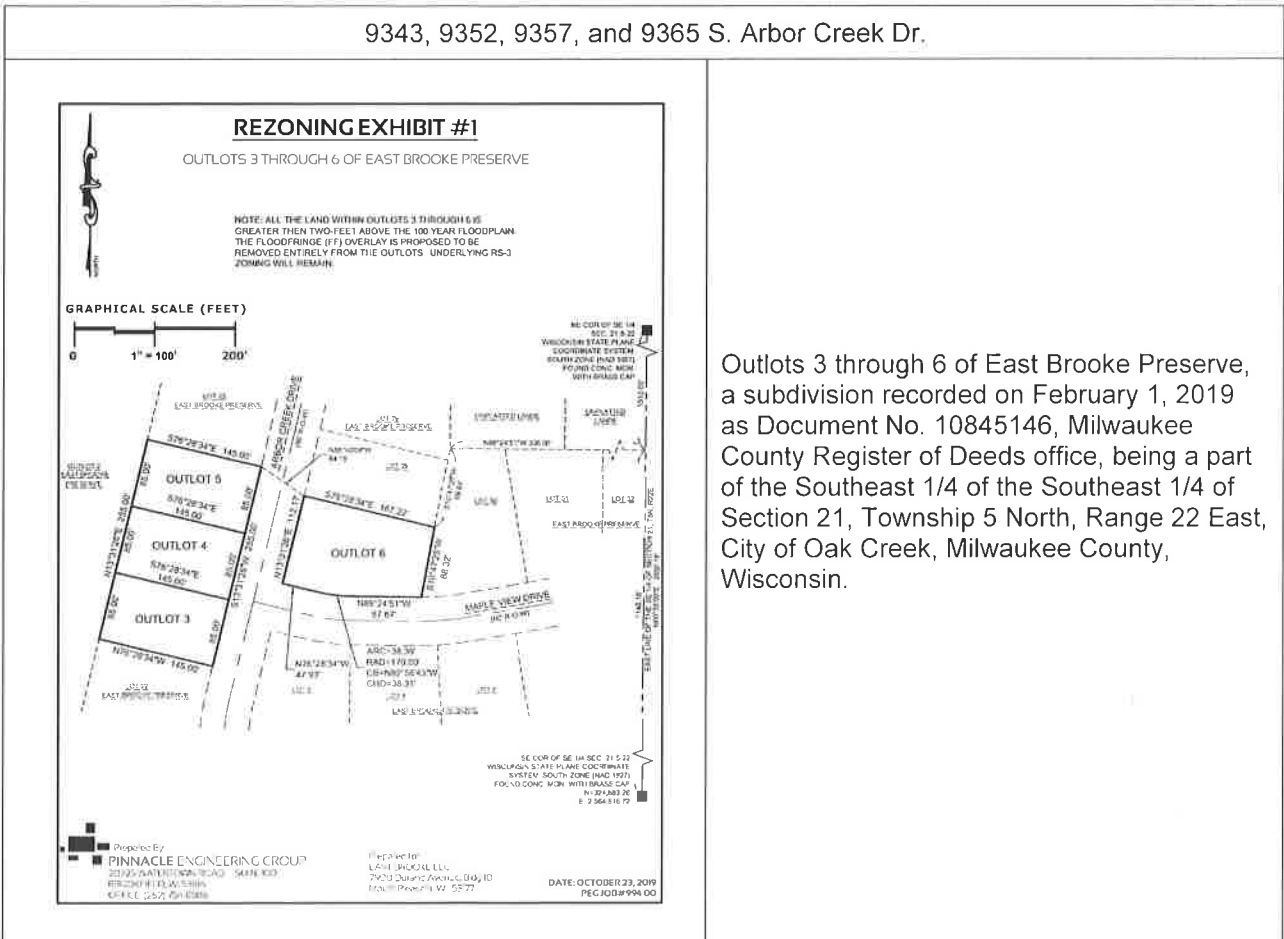
PURPOSE: The purpose of this public hearing is to consider a request by Mike Kaerek, East Brooke LLC, to rezone the properties at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd. to remove portions of the FF, Flood Fringe district.

Hearing Date: December 17, 2019
Time: 7:00 PM
Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

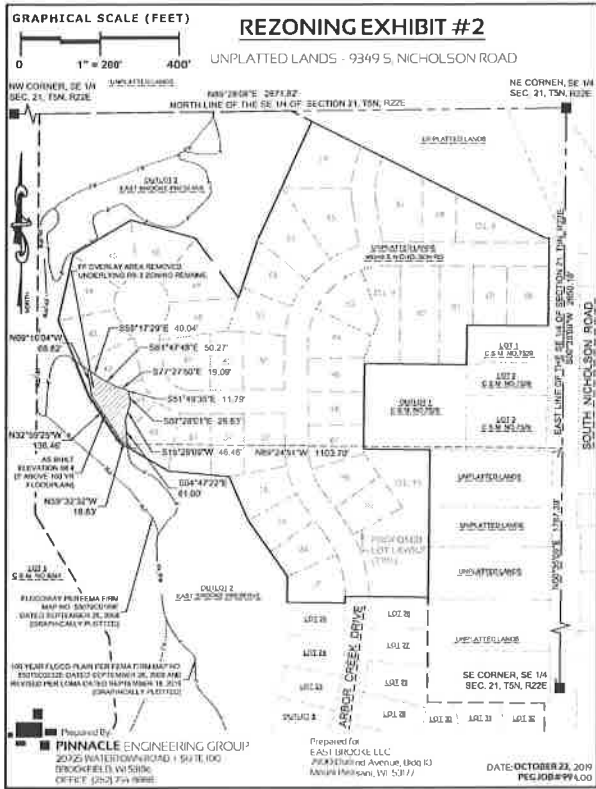
Applicant: Mike Kaerek, East Brooke LLC
Property Owner(s): East Brooke LLC
Property Location(s): 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd.
Tax Key(s): 873-1037-000, 873-1038-000, 873-1036-000, 873-1035-000, 873-9998-003

Legal Description:

9343, 9352, 9357, and 9365 S. Arbor Creek Dr.



Outlots 3 through 6 of East Brooke Preserve, a subdivision recorded on February 1, 2019 as Document No. 10845146, Milwaukee County Register of Deeds office, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.



Being a part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 21; thence North 00°35'09" East along the east line of said Southeast 1/4, 1787.39 feet; thence North 89°24'51" West, 1103.70 feet to the place of beginning of the land hereinafter to be described;

Thence North 59°32'32" West, 18.83 feet; thence North 32°59'25" West, 136.46 feet; thence North 09°16'04" West, 66.82 feet; thence South 55°17'29" East, 40.04 feet; thence South 61°47'48" East, 50.27 feet; thence South 77°27'50" East, 19.09 feet; thence South 51°49'35" East, 11.79 feet; thence South 07°28'01" East, 26.63 feet; thence South 15°26'09" West, 46.46 feet; thence South 04°47'22" East, 61.00 feet to the place of beginning.

The Common Council has scheduled other public hearings for December 17, 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: November 13, 2019
 CITY OF OAK CREEK COMMON COUNCIL
 By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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

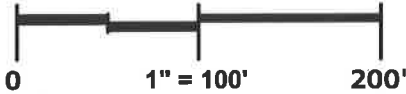
REZONING EXHIBIT #1

OUTLOTS 3 THROUGH 6 OF EAST BROOKE PRESERVE

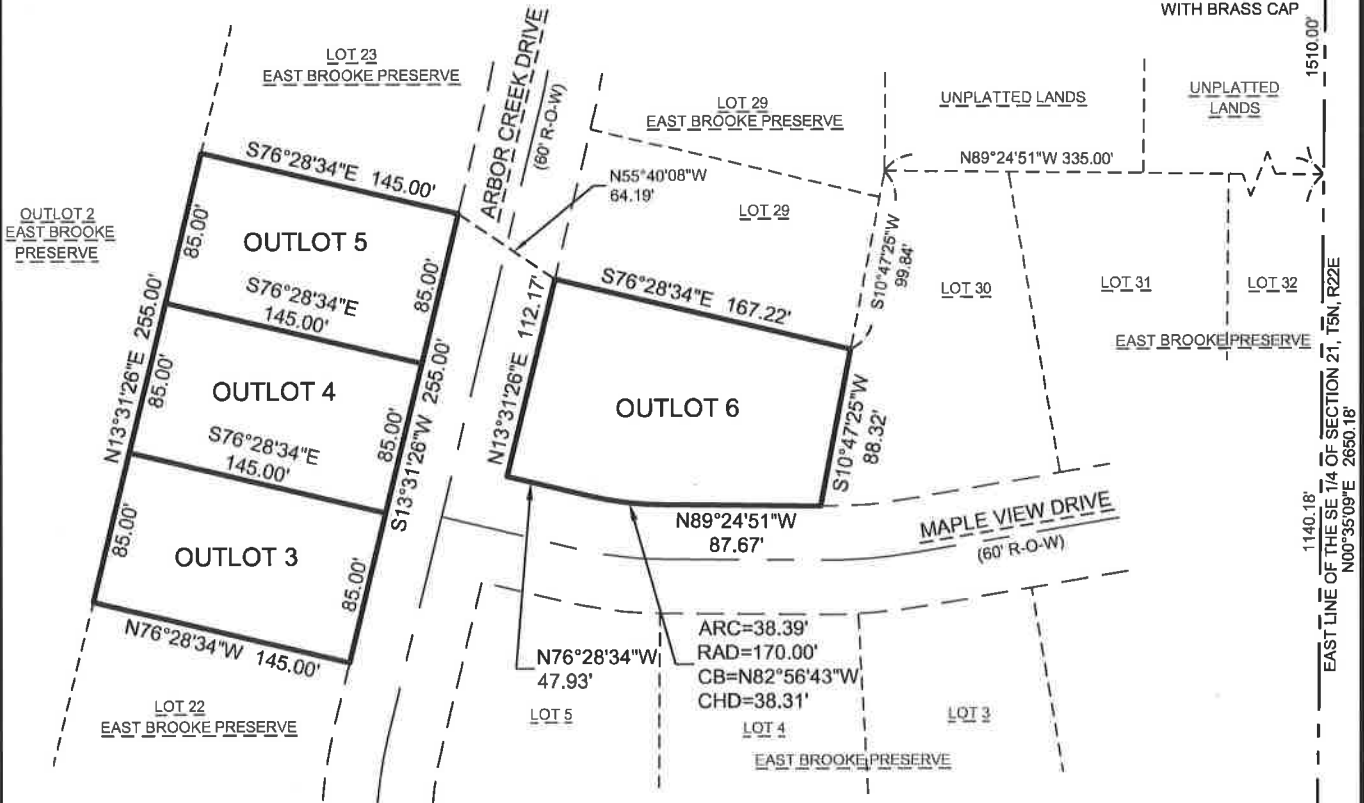


NOTE: ALL THE LAND WITHIN OUTLOTS 3 THROUGH 6 IS GREATER THEN TWO-FEET ABOVE THE 100-YEAR FLOODPLAIN. THE FLOODFRINGE (FF) OVERLAY IS PROPOSED TO BE REMOVED ENTIRELY FROM THE OUTLOTS. UNDERLYING RS-3 ZONING WILL REMAIN.

GRAPHICAL SCALE (FEET)



NE COR OF SE 1/4
SEC. 21-5-22
WISCONSIN STATE PLANE
COORDINATE SYSTEM,
SOUTH ZONE (NAD 1927)
FOUND CONC. MON.
WITH BRASS CAP



1510.00'
1140.18'
EAST LINE OF THE SE 1/4 OF SECTION 21, T5N, R22E
N00°35'09\"/>

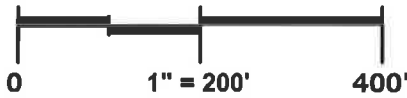
SE COR OF SE 1/4 SEC. 21-5-22
WISCONSIN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE (NAD 1927)
FOUND CONC. MON. WITH BRASS CAP
N=324,883.28
E=2,564,816.72

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

Prepared for:
EAST BROOKE LLC
7900 Durand Avenue, Bldg 10
Mount Pleasant, WI 53177

DATE: OCTOBER 23, 2019
PEG JOB#994.00

GRAPHICAL SCALE (FEET)



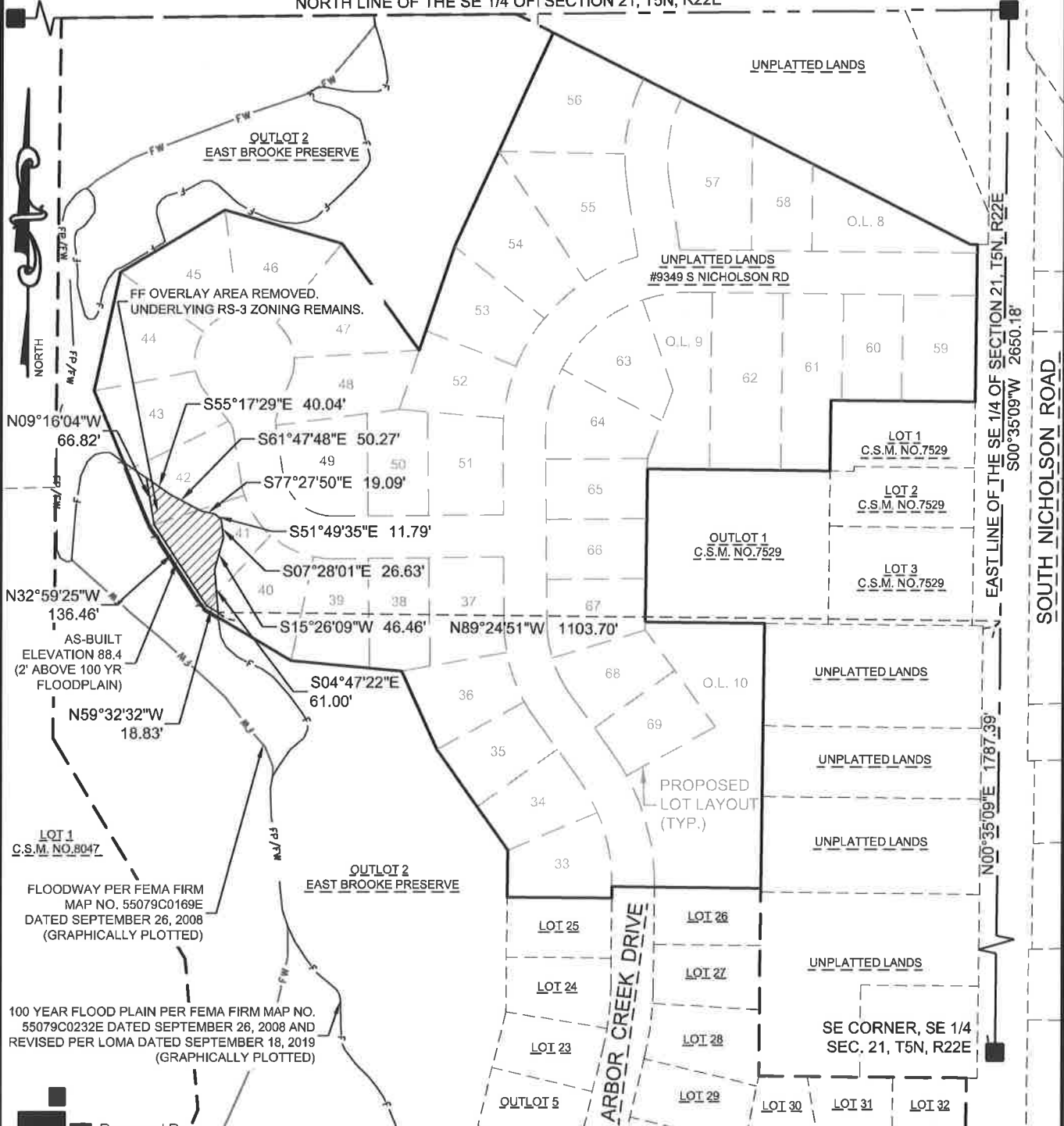
REZONING EXHIBIT #2

UNPLATTED LANDS - 9349 S. NICHOLSON ROAD

NW CORNER, SE 1/4
SEC. 21, T5N, R22E

NE CORNER, SE 1/4
SEC. 21, T5N, R22E

N89°28'08"E 2671.82'
NORTH LINE OF THE SE 1/4 OF SECTION 21, T5N, R22E



LOT 1
C.S.M. NO. 8047
FLOODWAY PER FEMA FIRM
MAP NO. 55079C0169E
DATED SEPTEMBER 26, 2008
(GRAPHICALLY PLOTTED)

100 YEAR FLOOD PLAIN PER FEMA FIRM MAP NO.
55079C0232E DATED SEPTEMBER 26, 2008 AND
REVISED PER LOMA DATED SEPTEMBER 18, 2019
(GRAPHICALLY PLOTTED)

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

Prepared for:
EAST BROOKE LLC
7900 Durand Avenue, Bldg 10
Mount Pleasant, WI 53177

DATE: OCTOBER 23, 2019
PEG JOB#994.00

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
NOVEMBER 12, 2019**

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

Minutes of the October 22, 2019 meeting

Commissioner Siepert moved to approve the minutes of the October 22, 2019 meeting. Commissioner Chandler seconded. On roll call: all voted aye. Motion carried.

REZONE

EAST BROOKE LLC

9343, 9352, 9357, AND 9365 S. ARBOR CREEK DR. AND 9349 S. NICHOLSON RD.

TAX KEY NOS. 873-1037-000, 873-1038-000, 873-1036-000, 873-1035-000, 873-9998-003

Planner Papelbon provided an overview of the request to rezone the above properties to remove portions of the Flood Fringe District. (See staff report for details.)

Commissioner Siepert asked about the DNR's involvement in this process. Dave Tanner, Korndoerfer Homes, stated that this was a planned change for the rezoning and in this case, for the lots in phase I. It is not a DNR issue and it is strictly a floodplain mapping. They studied that area of the site and established those grades. They also worked closely with staff to design a grading plan and a construction sequencing plan to make sure it was regraded properly so they would have the appropriate drainage and floodplain storage. Once everything was regraded, they had to go back and certify the grades and FEMA has signed off on that officially. They are now making this official before the City to make it so they can pull building permits on these lots.

Commissioner Siepert asked if this was merely a regrading of the property and filling in some flood fringe. Mr. Tanner concurred and further stated that they had to account for floodplain storage in the floodplain and pond areas. Sometimes with these farm areas, there are some flat spots and the water will tend to migrate if its not directed to the right places. They basically regraded it to direct the water to the right spots. Now that that is done, they are at the final stage where they can wrap it up and make it official.

Commissioner Hanna asked if this work impacted the wetlands. Mr. Tanner responded no, because that is outside of the wetland area. They had some room with the pond areas and floodplain storage areas available.

Commissioner Hanna asked why this work is handled as a rezoning request. Planner Papelbon responded that it is because it is in a flood fringe district and the City's regulations require a hearing to rezone outside of that district. It is not an automatic out. Staff checked the regulations and they do have to go through the process to remove the flood fringe district.

Commissioner Simmons stated that the applicant did work closely with staff and they did confirm that all of the compensating storage and other requirements were taken care of adequately.

Commissioner Siepert moved that the Plan Commission recommends to the Common Council that portions of the properties at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd. be rezoned to remove the FF, Flood Fringe district after a public hearing. Commissioner Chandler seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Alderman Loreck seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 6:12 p.m.

ATTEST:



Douglas Seymour, Plan Commission Secretary

12-10-19

Date



COMMON COUNCIL REPORT

Item: Certified Survey Map - 9343, 9352, 9357, and 9365 S. Arbor Creek Dr.

Recommendation: That the Council adopts Resolution No. 12122-121719, a resolution approving a Certified Survey Map submitted by Mike Kaerek, East Brooke LLC, for the properties at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr.


Fiscal Impact: Approval of the CSM will allow for the development of four (4) lots with single-family residences. This area was identified as priority for the development of single-family residential lots in the City's Strategic Planning efforts. Development of the lots will have positive fiscal impacts in terms of assessed value, permit fees, impact fees, and addressing the housing needs of the City. These properties are 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 is requesting recommendation of approval of a Certified Survey Map (CSM) for the properties at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. As mentioned in the staff report for the rezone request, the CSM proposes to change the outlots impacted by the FEMA Letter of Map Revision (LOMR) (which recognizes portions of the properties have been raised at least 2 feet above the floodplain elevation by fill) to building lots. Staff have been aware of the proposed change, and have no objections to the request.

The Plan Commission reviewed the Certified Survey Map proposal at their meeting on November 12, 2019, and recommend approval.

Options/Alternatives: Council has the discretion to assign conditions of approval, or deny the request. Disapproval would potentially result in incompatible district standard applications based on a FEMA-approved project, and affect the development potential of the parcels in a single-family residential subdivision identified as a priority site in the Strategic Plan.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Karly Papelbon, CFM, AICP
Planner

Fiscal Review:


Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:


Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Resolution 12122-121719

Location Map

CSM

Plan Commission Minutes

RESOLUTION NO. 12122-121719

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
MIKE KAEREK, EAST BROOKE, LLC

9343, 9352, 9357, AND 9365 S. ARBOR CREEK DR.
(3rd Aldermanic District)

WHEREAS, MIKE KAEREK, EAST BROOKE, LLC, 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.

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of December, 2019.

Passed and adopted this 17th day of December, 2019.

President, Common Council

Approved this 17th day of December, 2019.

Mayor

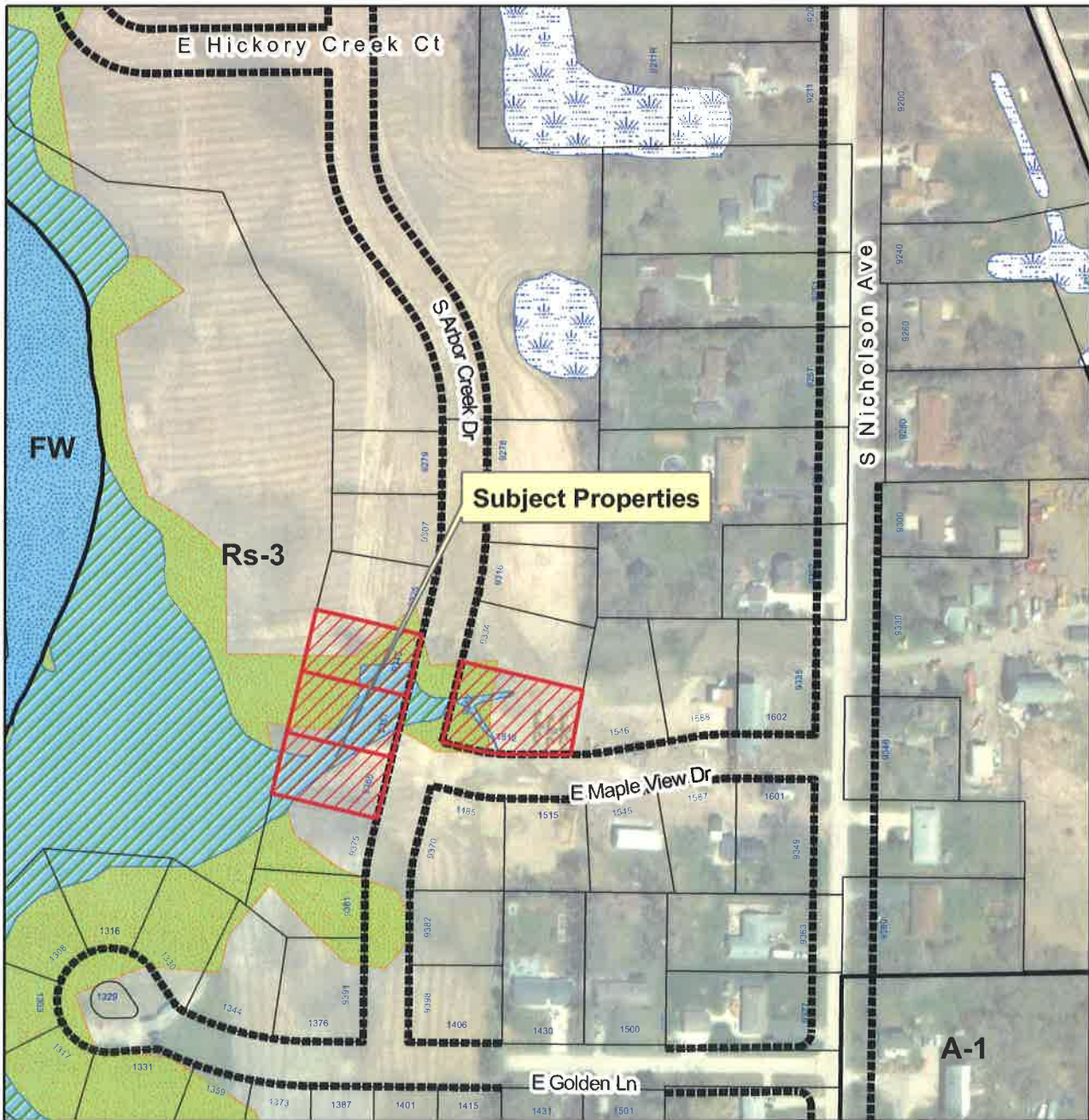
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map

9365, 9357, 9343, 9352 S Arbor Creek Dr,

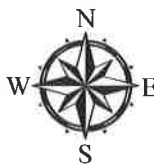


This map is not a survey of the actual boundary of any property this map depicts



OAKCREEK
— WISCONSIN —

Department of Community Development

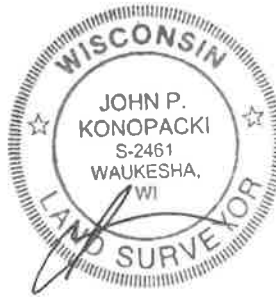
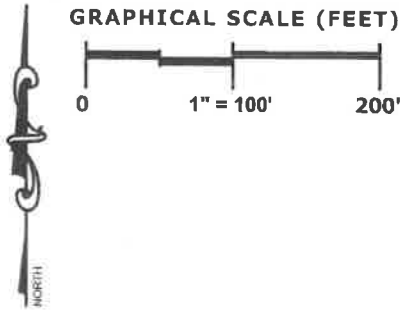


Legend

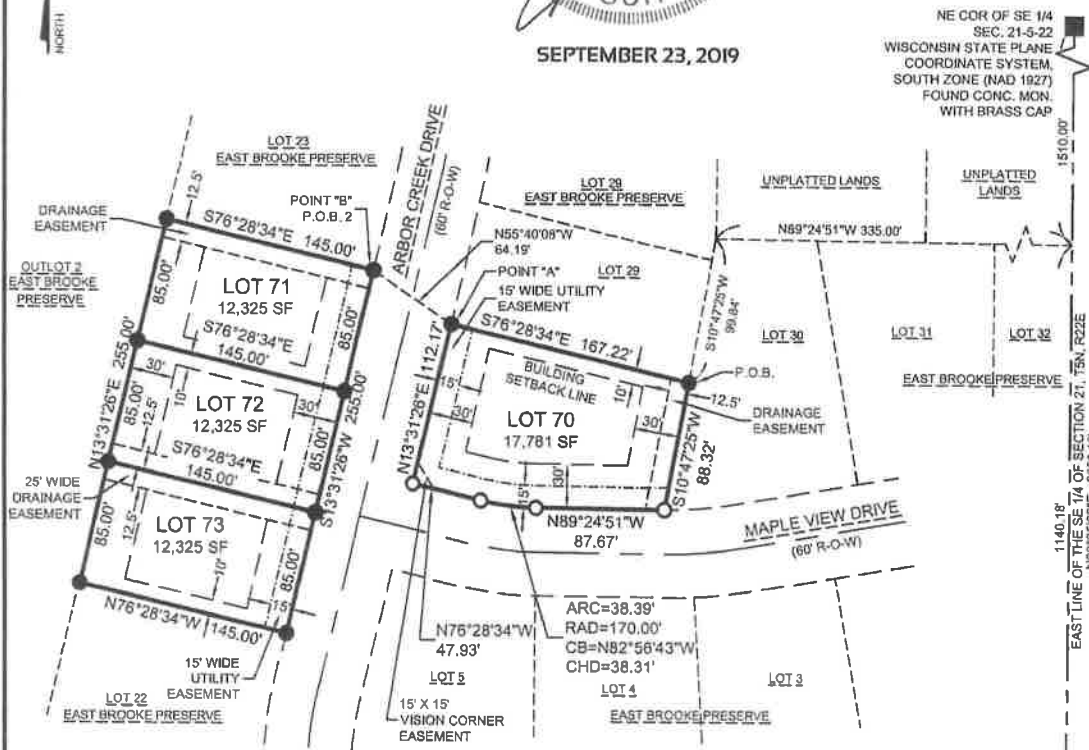
-  Parcel selection selection
-  Officially Mapped Streets
-  Flood Plain (2008)
-  Floodway (2008)
-  Environmental Corridor
-  DNR Wetlands Inventory

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Outlots 3 through 6 of East Brooke Preserve, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin



SEPTEMBER 23, 2019



- LEGEND:**
- - Denotes Found 1-1/4" Iron Rebar
 - - Denotes Found 3/4" Iron Rebar
 - SF - Denotes lot areas to the nearest square foot.

- NOTES:**
- All measurements have been made to the nearest one-hundredth of a foot
 - All angular measurements have been made to the nearest one second.
 - Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The west line of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East has a bearing of N00°35'09"E
 - All easements and building setbacks shown are per the plat of East Brooke Preserve.
 - All drainage easements are granted to the City of Oak Creek.

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

Prepared for:
EAST BROOKE LLC
7900 Durand Avenue, Bldg 10
Mount Pleasant, WI 53177

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#994.00
SHEET 1 OF 4

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Outlots 3 through 6 of East Brooke Preserve, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided Outlots 3 through 6 of East Brooke Preserve, a subdivision recorded on February 1, 2019 as Document No. 10845146, Milwaukee County Register of Deeds office, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 21; Thence North 00°35'09" East along the east line of said Southeast 1/4, 1140.18 feet;
Thence North 89°24'51" West, 335.00 feet;
Thence South 10°47'25" West, 99.84 feet to the northeast corner of said Outlot 6 and the Point of Beginning;
Thence continuing South 10°47'25" West along east line of said Outlot 6, 88.32 feet to the southeast corner of said Outlot 6 and the north right of way line of Maple View Drive;
Thence North 89°24'51" West along the south line of said Outlot 6 and said north right of way line, 87.67 feet to a point on a curve;
Thence northwesterly 38.39 along said south line of said Outlot 6 and said north right of way line and the arc of a curve to the right, whose radius is 170.00 feet and whose chord bears North 82°56'43" West, 38.31 feet;
Thence North 76°28'34" West along said south line of said Outlot 6 and said north right of way line, 47.93 feet to the southwest corner of said Outlot 6 and the east right of way line Arbor Creek Drive;
Thence North 13°31'26" East along the west line of said Outlot 6 and said east right of way line, 112.17 feet to the northwest corner of said Outlot 6 and Point "A";
Thence South 76°28'34" East along the north line of said Outlot 6, 167.22 feet to the Point of Beginning.

ALSO

Commencing at the aforesaid Point "A";
Thence North 55°40'08" West, 64.19 feet to Point "B" and the northeast corner of said Outlot 5 and the east right of way line of Arbor Creek Drive and the Point of Beginning 2;
Thence South 13°31'26" West along the east line of said Outlots 5 through 3 and said west right of way line, 255.00 feet to the southeast corner of said Outlot 3;
Thence North 76°28'34" West along the south line of said Outlot 3, 145.00 feet to the southwest corner of said Outlot 3;
Thence North 13°31'26" East along the west line of said Outlots 3 through 5, 255.00 feet to the northwest corner of said Outlot 5;
Thence South 76°28'34" East along the north line of said Outlot 3, 145.00 feet to the Point of Beginning 2

Containing 54,756 square feet (1.2570 acres) more or less.


That I have made such survey, land division and map by the direction of EAST BROOKE LLC, owner of said land.

That such plat 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 requirements of Chapter 236 of the Wisconsin State Statutes and the City of Oak Creek Land Division Ordinance in surveying, mapping and dividing the land with in this certified survey map.

Date: SEPTEMBER 23, 2019




John P. Konopacki
Professional Land Surveyor S-2461

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Outlots 3 through 6 of East Brooke Preserve, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin

OWNER'S CERTIFICATE

EAST BROOKE LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map.

EAST BROOKE LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. City of Oak Creek

IN WITNESS WHEREOF, the said **EAST BROOKE LLC** has caused these presents to be signed by _____, its member, at (city) _____, _____ County, Wisconsin, on this _____ day of _____, 20__.

In the presence of: EAST BROOKE LLC

(signature)

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20__, _____, member, of the above named **EAST BROOKE LLC**, to me known to be the person who executed the foregoing instrument, and to me known to be such member of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dedication and mapping of the land described in the foregoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 20__.

Date

President

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 20__, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



SEPTEMBER 23, 2019

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#994.00
SHEET 3 OF 4

CERTIFIED SURVEY MAP NO. _____

Being a redivision of Outlots 3 through 6 of East Brooke Preserve, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Oak Creek, on this _____ day of _____, 20__.

Date

Daniel Bukiewicz, Chairman

Date

Douglas W. Seymour, Secretary or Clerk

COMMON COUNCIL APPROVAL

Approval by the Common Council of the City of Oak Creek, per Plan Commission recommendation on this _____ day of _____, 20__ by Resolution No. _____

Date

Daniel Bukiewicz, Mayor

Date

Catherine A. Roeske, City Clerk



SEPTEMBER 23, 2019

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
NOVEMBER 12, 2019**

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

**CERTIFIED SURVEY MAP
EAST BROOKE LLC**

**9343, 9352, 9357, AND 9365 S. ARBOR CREEK DR. AND 9349 S. NICHOLSON RD.
TAX KEY NOS. 873-1037-000, 873-1038-000, 873-1036-000, 873-1035-000, 873-9998-003**

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

Commissioner Chandler asked if these are now buildable lots. Planner Papelbon responded yes, the only thing that was preventing them from being buildable lots was the presence of the flood fringe. Since they went through the Letter of Map Revision based on fill permit (FEMA) process and now they have gone through the local rezone process, these lots meet all of the requirements so that they can become building lots.

Alderman Loreck moved that the Plan Commission recommends to the Common Council that the Certified Survey Map submitted by Mike Kaerek, East Brooke LLC, for the properties at 9343, 9352, 9357, and 9365 S. Arbor Creek Dr. and 9349 S. Nicholson Rd. be approved. Commissioner Siepert seconded. On roll call: all voted aye.

Commissioner Carrillo moved to adjourn the meeting. Alderman Loreck seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 6:12 p.m.

ATTEST:



Douglas Seymour Plan Commission Secretary

12-10-19

Date



COMMON COUNCIL REPORT

Item: Final Subdivision Plat - East Brooke Preserve Addition No. 1 (aka, Phase 2)

Recommendation: That the Council adopts Resolution No. 12120-121719, a resolution approving a Final Subdivision Plat for East Brooke Preserve Addition No. 1 (aka, Phase 2).

Fiscal Impact: Addition No. 1 (aka, Phase 2) will create 37 new, conforming single-family residential lots. This area was identified as priority for the development of single-family residential lots in the City's Strategic Planning efforts. Development of the lots will have positive fiscal impacts in terms of assessed value, permit fees, impact fees, and addressing the housing needs of the City. These properties are 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 is requesting approval of a Final Subdivision Plat for the property at 9349 S. Nicholson Rd., known as East Brooke Preserve Addition No. 1 (aka, Phase 2). Council will recall that this subdivision was to be completed in phases. Phase 1 was completed and the Final Plat approved in January of this year. Addition No. 1 contains 37 new single-family residential lots, ranging in size from 12,000 square feet to 25,000 square feet, plus 4 outlots. South Arbor Creek Drive has been extended north from Phase 1 to meet with East Arbor Creek Drive (terminating at Nicholson Rd.). Hickory Creek Court, a new public road, intersects with South Arbor Creek Drive to provide access west to additional lots, and terminates in a cul-de-sac. Arbor Creek Court, another new public street, provides additional access to Lots 55-57 and the property at 9025 S. Nicholson Rd.

Council will note that some of the lots are less than the required 80-foot width immediately along the public frontage. However, Chapter 17 of the Municipal Code defines lot width as:

The horizontal distance between side lot lines of a lot measured at right angles to its depth along a straight line and parallel to the front lot line, or its chord if on a curve. Lot widths may vary in width, especially on cul-de-sac lots and lots on curved streets, from the front of the lot to the back of the lot. A lot is not considered buildable unless the minimum lot width required for the district in which the lot is located is maintained at the front setback line and for a distance of 30 feet immediately behind the front setback line (see attached graphics).

Based on the diagram provided by the Applicant's consultant, all of the lots meet the required lot width at the setback line and for 30 feet beyond per the definition and requirements.

Drainage, utility, and vision corner easements are shown throughout Addition No. 1. A Landscape Easement is also shown on the northeast corner of Lot 59, and a Temporary Cul-de-Sac Easement is shown on the northwestern portion of Lot 59. Setbacks to protective areas (wetlands) are included for Outlot 9, Lot 62, and Outlot 10. Water and sewer easements appear to be missing, and must be included on the plat prior to recording.

The Plan Commission reviewed the Final Subdivision Plat at their December 10, 2019 meeting, and recommended Council approval with the following conditions (included in the Resolution):

1. That all easements, including water and sewer, are included on the plat prior to recording.
2. That the Common Council Approval signature block includes acceptance of the public streets.
3. That any 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 approve the Plat with conditions, modify the conditions of Final Plat Approval, or deny the request.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kati Papelbon, CFM, AICP
Planner

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Resolution 12120-121719

Location Map

Lot Width Graphics

Lot Width Exhibit

East Brooke Preserve Addition No. 1 Final Plat

RESOLUTION NO. 12120-121719

BY _____

RESOLUTION APPROVING THE
FINAL PLAT FOR THE EAST BROOKE PRESERVE ADDITION NO. 1 (PHASE 2)
SUBDIVISION

(3rd Aldermanic District)

WHEREAS, it appears that the subdivision plat submitted by MIKE KAEREK, EAST BROOKE PRESERVE, LLC, hereinafter referred to as the subdivider, for the subdivision known as EAST BROOKE PRESERVE ADDITION NO. 1 (Phase 2), is in compliance with all statutory requirements; and

WHEREAS, letters of no objection of said subdivision by the reviewing agencies per Wisconsin Statutes and Municipal Code shall be received prior to recording; and

WHEREAS on December 10, 2019, the Oak Creek Plan Commission conditionally approved the final plat for the subdivision known as EAST BROOKE PRESERVE ADDITION NO. 1 (Phase 2); and,

WHEREAS, the public improvements have been installed pursuant to a development agreement approved by Resolution No. 11885-112117, and those improvements have been certified complete by the City Engineer, the Streets Department and the Water and Sewer Utility; and,

WHEREAS on December 10, 2019, the Oak Creek Plan Commission recommended approval of the final plat for the subdivision subject to the following conditions:

1. That all easements, including water and sewer, are included on the plat prior to recording.
2. That the Common Council Approval signature block includes acceptance of the public streets.
3. That any 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 the final plat for EAST BROOKE PRESERVE ADDITION NO. 1 (Phase 2) is hereby approved subject to the following conditions:

1. That all easements, including water and sewer, are included on the plat prior to recording.
2. That the Common Council Approval signature block includes acceptance of the public streets.
3. That any 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 17th day of December, 2019.

President, Common Council

Approved this ____ day of _____, 2019.

Mayor

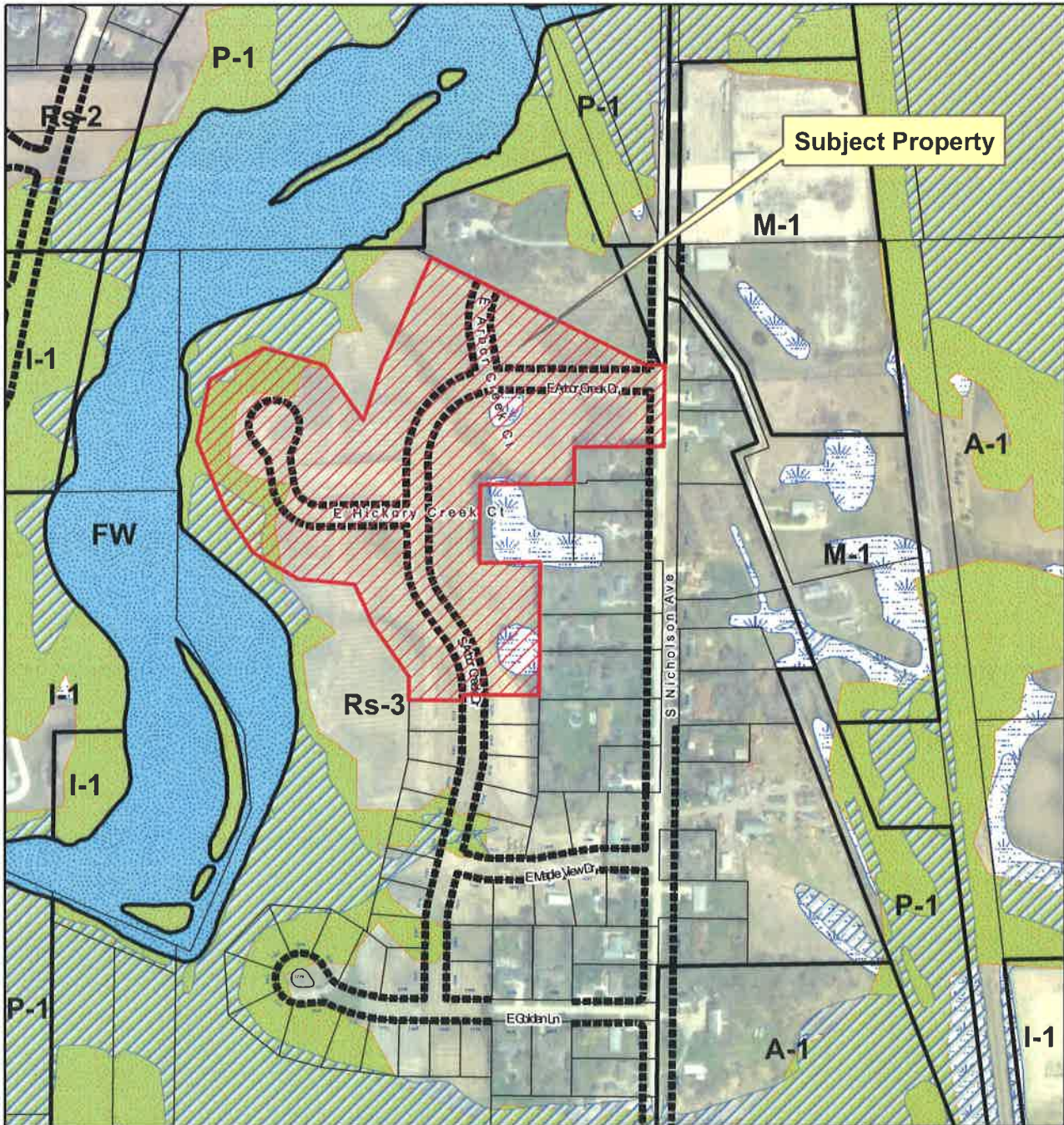
ATTEST:

City Clerk

VOTE: Ayes: ____ Noes: ____

Location Map

9349 S. Nicholson Rd.

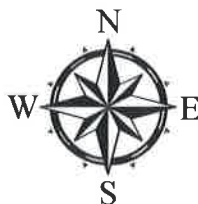


This map is not a survey of the actual boundary of any property this map depicts



OAKCREEK
— WISCONSIN —

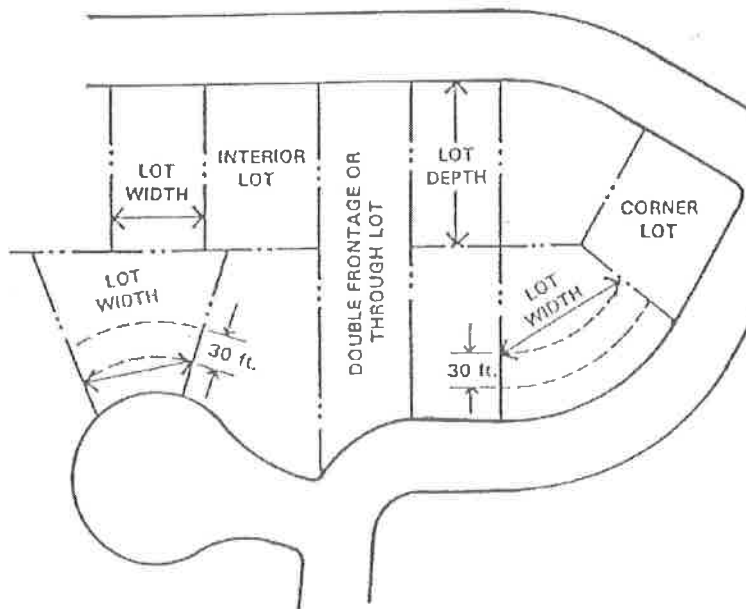
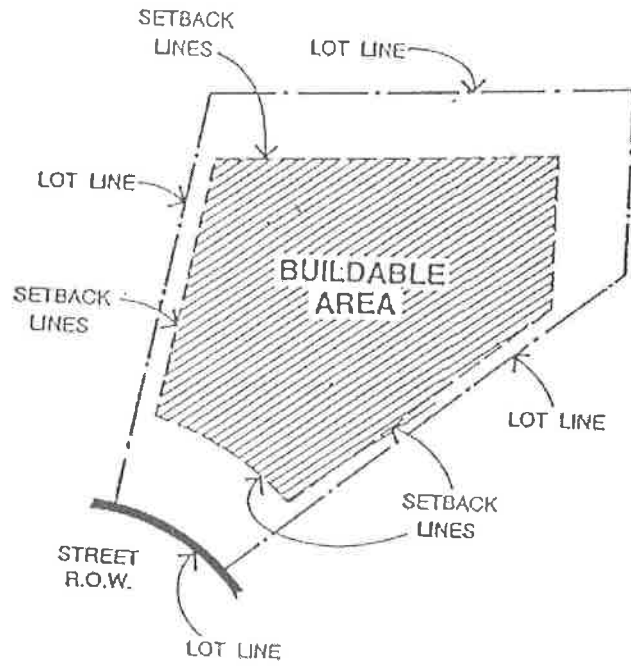
Department of Community Development



Legend

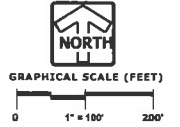
-  Parcel selection
-  Officially Mapped Streets
-  Flood Plain (2008)
-  Floodway (2008)
-  Environmental Corridor
-  DNR Wetlands Inventory

Lot Width Exhibits, Chapter 17 of the Municipal Code

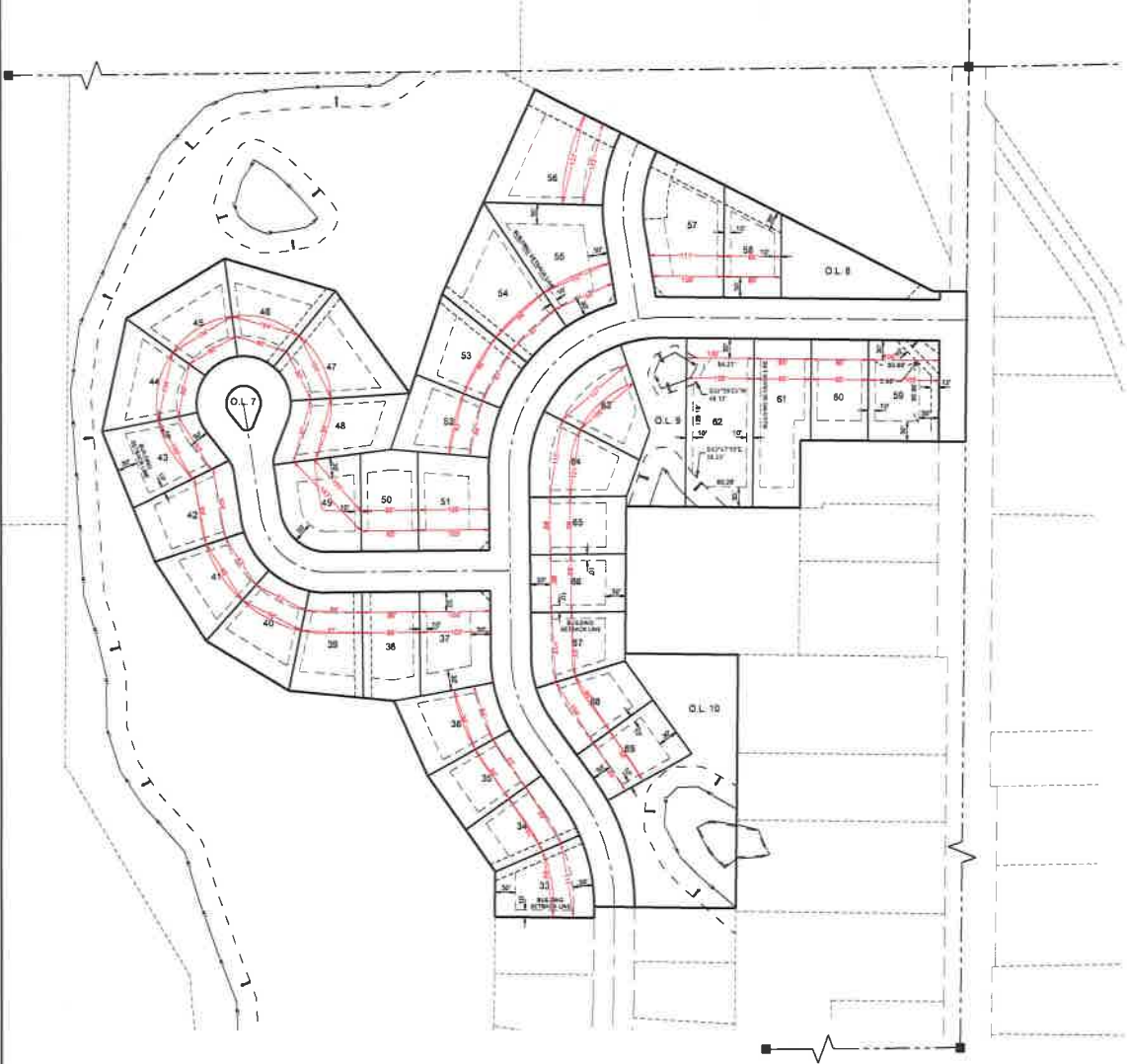


EAST BROOKE PRESERVE ADDITION No. 1

Being a part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



LINE NO.	BEARING	DISTANCE
L1	S89°30'00"W	228.00
L2	S00°30'00"W	144.30
L3	N44°13'30"W	72.50
L4	N44°23'17"W	38.76
L5	N02°18'23"W	62.51
L6	N04°34'24"E	39.72
L7	N45°20'25"E	24.13
L8	N03°44'30"E	28.40
L9	S59°20'40"E	65.81
L10	N09°24'31"W	122.33
L11	N09°24'31"W	70.81
L12	N18°12'27"E	80.89
L13	S37°11'24"E	40.90
L14	S45°20'27"E	26.47
L15	S33°18'11"E	26.38
L16	S00°02'10"E	38.42
L17	S32°58'23"W	21.40
L18	S79°42'34"W	43.88
L19	N02°50'40"W	24.00
L20	N02°54'10"E	22.82
L21	N02°18'52"E	24.82



Owner/Subdivider
 EAST BROOKE LLC
 7900 DURAND AVENUE, BLDG 10
 MOUNT PLEASANT, WI 53177

Prepared by
 PINNACLE ENGINEERING GROUP
 30725 WATERLOO ROAD | SUITE 100
 BROOKFIELD, WI 53166
 OFFICE: (262) 754-8888
 WWW.PINNACLE-ENGR.COM

REFERENCE BEARING: THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 22 EAST, WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF SOUTH 89°27'03" WEST PER THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927).

REFERENCE BENCHMARK: 86.36 (CITY DATUM) TOP OF CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 22 EAST (ADD 580.56 TO NGVD 29).

This instrument drafted by John P. Konopachi, PLS-Registration No. 5-2461
PINNACLE ENGINEERING GROUP



Date: NOVEMBER 7, 2017

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

www.pinnacle-engr.com

EAST BROOKE PRESERVE ADDITION No. 1

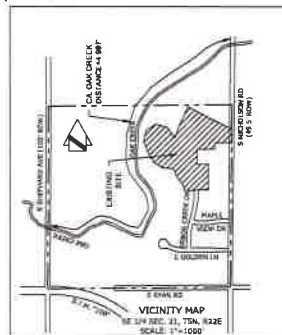
Being a part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

REFERENCE BEARING: THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 22 EAST, WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF SOUTH 89°27'03" WEST PER THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927).

REFERENCE BENCHMARK: 86.36 (CITY DATUM) TOP OF CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 22 EAST (ADD S80.56 TO NGVD 29).



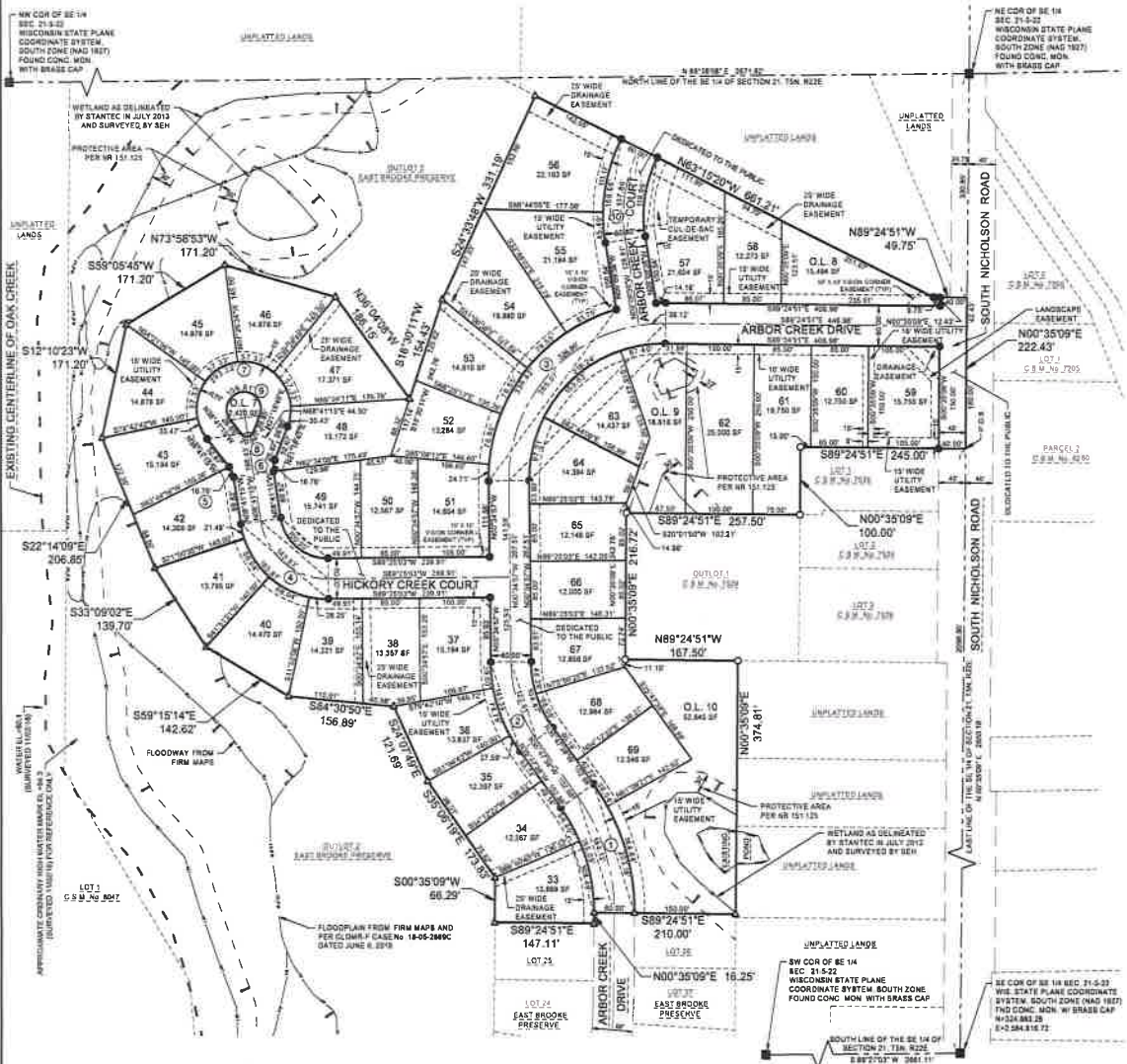
GRAPHICAL SCALE (FEET)
0 1" = 100' 200'



LEGEND:
 ○ - Denotes Found C.O.D. Iron Pipe
 △ - Denotes Found 1/4" Iron Rebar
 ● - Denotes 5/16" x 8" Iron Rebar, 4.3 LBS./FT.
 SF - Denotes to areas to the nearest square foot.
 CL - Denotes Chain
 POS - Denotes Point Of Beginning

All distances computed to the nearest 0.01'
 All angles computed to the nearest 00'00"00" and measured to the nearest 00'00"00"

NOTES:
 1 SEE BUILDING SETBACKS, EASEMENTS AND WETLAND DETAIL ON SHEET 2
 2 SEE ADDITIONAL NOTES ON SHEET 1



CURVE TABLE									
CURVE NO.	LOT NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CH LENGTH	TANGENT IN	TANGENT OUT	
1 WEST	-	182.00	260.00	88°22'47"	N17°28'15"W	182.33	N09°26'05"E	N36°41'28"W	
-	33	108.88	260.00	27°54'28"	N11°52'05"W	107.71	-	-	
-	34	54.97	260.00	12°38'18"	N05°23'05"W	54.44	-	-	
1 CL	-	144.12	260.00	38°22'47"	N17°30'15"W	151.00	N09°26'05"E	N36°41'28"W	
1 EAST	-	202.19	220.00	28°22'47"	N17°30'15"W	188.79	N09°26'05"E	N36°41'28"W	
-	O.L. 9	184.84	220.00	28°28'48"	N14°09'18"W	182.84	-	-	
2 WEST	-	141.20	230.00	38°12'41"	S18°11'17"E	128.12	S09°26'05"E	S36°41'28"E	
-	35	27.89	230.00	8°32'21"	S23°21'28"E	27.87	-	-	
-	36	14.78	230.00	18°37'28"	S19°28'54"E	14.42	-	-	
-	37	38.00	230.00	8°42'39"	S09°26'05"E	38.88	-	-	
2 CL	-	122.81	200.00	38°12'41"	S18°11'17"E	120.99	S09°26'05"E	S36°41'28"E	
2 EAST	-	184.47	170.00	38°12'41"	S18°11'17"E	192.84	S09°26'05"E	S36°41'28"E	
-	68	88.08	170.00	18°18'43"	S28°20'37"E	85.83	-	-	
-	67	48.39	170.00	18°18'43"	S28°20'37"E	48.23	-	-	
3 WEST	-	338.42	240.00	78°47'47"	S38°48'51"W	316.82	S18°12'01"W	S00°34'57"E	
-	51	24.71	240.00	3°28'45"	S02°58'26"W	24.70	-	-	
-	52	79.86	240.00	18°24'39"	S13°13'18"W	73.98	-	-	
-	53	79.55	240.00	17°11'20"	S30°14'03"W	78.23	-	-	
-	54	18.50	240.00	17°18'50"	S47°12'23"W	18.25	-	-	
-	55	61.73	240.00	18°03'54"	S08°12'24"W	61.41	-	-	
-	57	14.18	240.00	2°07'13"	S88°11'33"W	14.18	-	-	
3 CL	-	326.87	230.00	81°10'06"	S45°50'09"W	328.67	N09°26'05"E	S00°34'57"E	
-	-	326.86	230.00	81°23'32"	S49°27'42"W	320.83	-	-	
-	-	38.12	230.00	9°44'40"	S83°42'43"W	38.68	-	-	
3 EAST	-	318.24	200.00	101°05'08"	S45°05'09"W	320.71	N09°26'05"E	S00°34'57"E	
-	64	87.21	200.00	37°50'31"	S13°20'29"E	86.23	-	-	
-	65	132.83	200.00	44°00'47"	S08°11'17"W	140.88	-	-	
-	O.L. 9	67.47	200.00	18°18'38"	S20°18'53"W	67.08	-	-	
4 SOUTH	-	158.81	130.00	81°12'41"	S49°28'08"E	179.40	S09°26'05"E	N09°26'05"E	
-	38	28.29	130.00	12°37'56"	S84°21'54"E	28.20	-	-	
-	40	68.04	130.00	28°58'12"	S63°08'19"E	67.20	-	-	
-	41	68.54	130.00	28°58'12"	S33°18'02"E	67.36	-	-	
-	42	21.48	130.00	8°28'10"	S13°20'39"E	21.46	-	-	
4 CL	-	142.81	100.00	81°12'41"	S49°28'08"E	131.67	S09°26'05"E	N09°26'05"E	
4 NORTH	-	100.00	70.00	81°12'41"	S49°28'08"E	81.73	S09°26'05"E	N09°26'05"E	
5	42	18.76	33.00	30°00'00"	N23°41'13"W	18.88	N08°41'13"W	N08°41'13"W	
6	48	18.78	33.00	30°00'00"	S08°18'43"W	18.88	S21°18'43"W	S08°41'13"E	
7	-	263.22	70.00	240°00'00"	S81°18'40"W	121.38	N21°18'40"E	S38°41'13"E	
-	43	33.47	70.00	37°22'25"	S28°38'17"E	33.58	-	-	
-	44	57.33	70.00	48°58'22"	S12°10'33"W	58.74	-	-	
-	45	57.33	70.00	48°58'22"	S88°05'45"W	58.74	-	-	
-	46	57.33	70.00	48°58'22"	N73°18'33"W	58.74	-	-	
-	47	57.33	70.00	48°58'22"	N27°03'30"W	58.74	-	-	
-	48	58.43	70.00	34°54'34"	N08°11'01"E	30.18	-	-	
8	O.L. 7	20.94	15.00	120°00'00"	N81°18'43"E	11.20	S38°41'13"E	N21°18'43"E	
8	O.L. 7	108.81	35.00	240°00'00"	S81°18'43"W	44.17	N21°18'43"E	S38°41'13"E	
10 WEST	-	138.88	250.00	35°34'17"	S28°47'22"W	154.11	S28°44'40"W	S09°26'05"E	
-	56	43.43	250.00	10°23'31"	S09°36'51"E	43.42	-	-	
-	66	111.77	250.00	25°24'48"	S14°50'19"W	110.28	-	-	
10 CL	-	157.88	200.00	35°34'17"	S28°47'22"W	158.42	S28°44'41"W	S09°26'05"E	
10 EAST	-	118.00	180.00	35°34'17"	S08°47'22"W	111.13	S28°44'41"W	S09°26'05"E	

Owner/Subdivider:
 EAST BROOKE LLC
 7900 DURAND AVENUE, BLDG 10
 MOUNT PLEASANT, WI 53177

Prepared by:
 PINNACLE ENGINEERING GROUP
 20725 WATERLOO ROAD 1 SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888
 WWW.PINNACLE-ENGR.COM

NOTE: ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

There are no objections to this plat with respect to Secs 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stat. as provided by s. 236.12, Wis. Stat.

Certified _____, 20____
 Department of Administration



Date: NOVEMBER 7, 2019

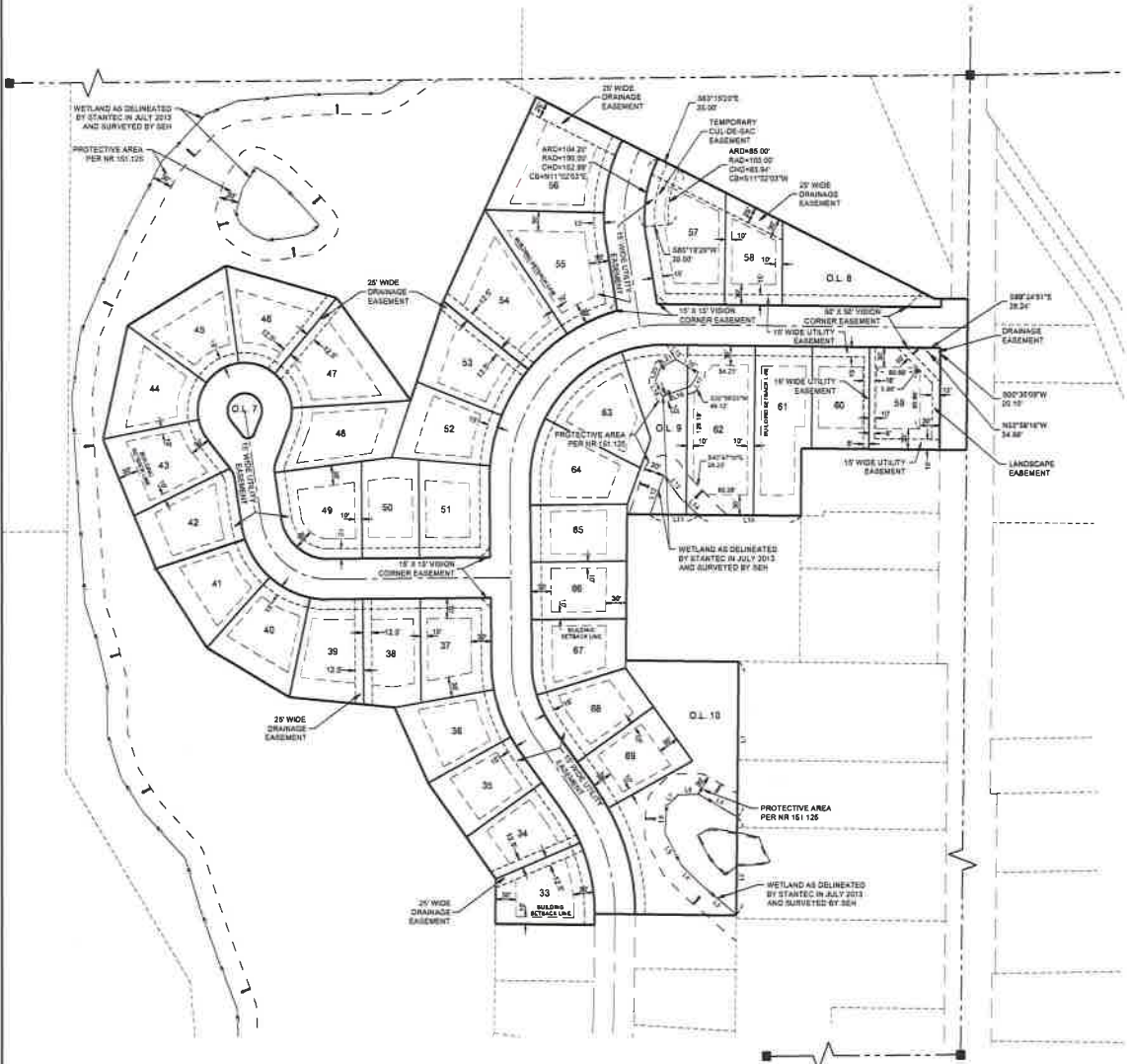
This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

EAST BROOKE PRESERVE ADDITION No. 1

Being a part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



LINE NO	BEARING	DISTANCE
L1	S00°28'00"W	238.96'
L2	S00°28'00"W	144.38'
L3	N44°23'12"W	72.81'
L4	N44°23'12"W	58.78'
L5	N02°18'00"W	52.01'
L6	N04°24'24"E	38.73'
L7	N45°29'23"E	24.13'
L8	N08°14'00"E	28.40'
L9	S05°28'48"E	66.81'
L10	N08°24'51"W	153.32'
L11	N08°24'51"W	70.81'
L12	N18°13'27"E	65.80'
L13	S31°11'24"E	40.90'
L14	S45°29'27"E	36.47'
L15	S33°18'11"E	38.88'
L16	S58°02'18"E	39.42'
L17	S32°02'23"W	21.48'
L18	S70°42'54"W	43.88'
L19	N25°00'40"W	24.00'
L20	N20°54'18"E	22.02'
L21	N02°10'53"E	24.80'



Owner/Subdivider:
EAST BROOKE LLC
7900 DURAND AVENUE, BLDG 10
MOUNT PLEASANT, WI 53177

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

REFERENCE BEARING: THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 22 EAST, WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF SOUTH 89°27'03" WEST PER THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927).

REFERENCE BENCHMARK: 86.36 (CITY DATUM) TOP OF CONCRETE MONUMENT WITH BRASS CAP MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 22 EAST (ADD 580.56 TO NGVD 29).



Date: NOVEMBER 7, 2019

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461
PINNACLE ENGINEERING GROUP

www.pinnacle-engr.com

EAST BROOKE PRESERVE ADDITION No. 1

Being a part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southwest corner of the Southeast 1/4 of said Section 21, thence North 00°39'00" East along the east line of said Southeast 1/4, 2096.90 feet to the Point of Beginning; thence commencing along said east line North 00°39'00" East, 232.42 feet; thence North 88°29'51" West, 49.70 feet; thence North 02°10'20" West, 957.21 feet to the east line of recorded plat of East Brooke Preserve; thence along said east line South 24°23'48" West, 331.18 feet; thence along said east line South 10°20'11" West, 124.42 feet; thence along said east line North 30°54'00" West, 106.15 feet; thence along said east line South 72°56'32" West, 171.20 feet; thence along said east line South 39°53'45" West, 171.20 feet; thence along said east line South 11°15'22" West, 171.20 feet; thence along said east line South 20°10'09" East, 256.80 feet; thence along said east line South 23°08'02" East, 138.29 feet; thence along said east line South 09°13'14" East, 142.82 feet; thence along said east line South 84°20'00" East, 138.88 feet; thence along said east line South 44°09'40" East, 121.88 feet; thence along said east line South 30°30'10" East, 173.83 feet; thence along said east line South 00°39'00" West, 80.29 feet; thence along said east line South 88°33'31" East, 142.11 feet; thence along said east line South 00°39'00" East, 18.20 feet; thence along said east line South 80°24'11" East, 212.00 feet; thence North 00°39'00" East, 274.81 feet; thence North 80°24'11" West and then along a south line of Certified Survey Map No. 7559, 167.30 feet to a west line of said Map No. 7528; thence North 00°39'00" East along said east line, 218.72 to a south line of said Map No. 7528; thence South 89°24'51" East along said south line, 207.30 feet to a west line of said Map No. 7528; thence North 00°39'00" East along said east line, 192.00 feet to a north line of said Map No. 7528; thence South 89°24'51" East along said south line, 243.00 feet to the east line of the Southeast 1/4 of said Section 21 and the Point of Beginning. Said lands containing 804,746 square feet (18.4744 Acres).

That I have made such survey, land division and map by the direction of EAST BROOKE LLC, owner of said land

That said plat is a correct representation of all the evidence boundaries of the land surveyed and the land division thereof made

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Oak Creek Land Division and Platting Ordinance in surveying, mapping and dividing the lands within the subdivision

Date: NOVEMBER 7, 2019



John P. Konopacki
Professional Land Surveyor S-2461

The UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

EAST BROOKE LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee

Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee,

and CHARTER CABLE PARTNERS, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections to such areas, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots, along the right to trim or cut down trees, brush and rocks as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property of all such purposes. The Grantee agrees to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or rocks which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee's facilities or, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantee.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

NOTE:

- OUTLOTS 7 THROUGH 10 OF THE PLAT OF EAST BROOKE PRESERVE ADDITION No. 1 ARE OWNED AND SHALL BE MAINTAINED BY THE EAST BROOKE PRESERVE HOMEOWNERS ASSOCIATION AND EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDABLE FRACTIONAL OWNERSHIP OF OUTLOTS 7 THROUGH 10 AND THAT MILWAUKEE COUNTY AND THE CITY OF OAK CREEK SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL ASSESSMENTS IN THE EVENT MILWAUKEE COUNTY OR THE CITY OF OAK CREEK SHOULD BECOME THE OWNER OF ANY LOT IN THE SUBDIVISION BE REASON OF DELINQUENCY. THE HOMEOWNERS ASSOCIATION SHALL MAINTAIN SAID OUTLOTS IN AN UNOBSTRUCTED CONDITION SO AS TO MAINTAIN ITS INTENDED PURPOSE. CONSTRUCTION OF ANY BUILDING, GRADING, OR FILLING IN SAID OUTLOTS IS PROHIBITED UNLESS APPROVED BY THE CITY OF OAK CREEK. THE HOMEOWNERS ASSOCIATION GRANTS TO THE CITY THE RIGHT (BUT NOT THE RESPONSIBILITY) TO ENTER UPON THESE OUTLOTS IN ORDER TO INSPECT, REPAIR OR RESTORE SAID OUTLOTS TO ITS INTENDED PURPOSE. EXPENSES INCURRED BY THE CITY FOR SAID INSPECTION, REPAIR OR RESTORATION OF SAID OUTLOTS MAY BE PLACED AGAINST THE TAX ROLL FOR SAID ASSOCIATION AND COLLECTED AS A SPECIAL CHARGE BY THE CITY.

OWNER'S CERTIFICATE OF DEDICATION

EAST BROOKE LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on the plat to be surveyed, divided, mapped and dedicated as represented on the plat.

EAST BROOKE LLC also certifies that the plat is required by s. 236.10 and s. 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- City of Oak Creek
- Wisconsin Department of Administration
- Milwaukee County (Department of Administrative Services)

IN WITNESS WHEREOF, the said EAST BROOKE LLC, has caused these presents to be signed by (name) _____, its member at (City) _____ County, Wisconsin, on this _____ day of _____, 20____.

In the presence of: EAST BROOKE LLC

Member

STATE OF WISCONSIN
(COUNTY) SS

Personally came before me this _____ day of _____, 20____ (name) _____, member of the above named limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such member of said limited liability company and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public

Name _____

State of Wisconsin _____

My Commission Expires _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on the plat and does hereby consent to the above dedication of same.

IN WITNESS WHEREOF, the said _____ has caused these presents to be signed by _____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 20____.

Date _____

President

STATE OF WISCONSIN
(COUNTY) SS

Personally came before me this _____ day of _____, 20____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public

Name _____

State of Wisconsin _____

My Commission Expires _____

CITY OF OAK CREEK CERTIFICATE

Resolved, that the plat known as EAST BROOKE PRESERVE ADDITION No. 1, being a part of the Northeast 1/4 of the Southeast 1/4 of Section 21, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, which has been filed for approval, be and is hereby approved as required by Chapter 236 of the Wisconsin State Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Oak Creek, Wisconsin on the _____ day of _____, 20____, which action becomes effective upon receipt of approval of all other reviewing agencies and all conditions of the City of Oak Creek's approval were satisfied as of the _____ day of _____, 20____.

Date _____

Daniel Bukulicz, Mayor

Date _____

Catherine A. Roehke, City Clerk

CITY OF OAK CREEK TREASURER'S CERTIFICATE

STATE OF WISCONSIN
MILWAUKEE COUNTY) SS

I, Beth Guckenberg, being duly appointed, qualified and acting Director of Finance and Administrative Services of the City of Oak Creek, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____, 20____ on any of the lands included in the plat of EAST BROOKE PRESERVE ADDITION No. 1.

Date _____

Beth Guckenberg, City Treasurer

MILWAUKEE COUNTY TREASURER'S CERTIFICATE

I, David Cullen, being duly elected County Treasurer of the County of Milwaukee, do hereby certify that the records in my office show no unpaid taxes and no unperfected tax sales or special assessments as of _____, 20____ on any of the lands included in the plat of EAST BROOKE PRESERVE ADDITION No. 1.

Date _____

David Cullen, County Treasurer

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



Owner/Subdivider:
EAST BROOKE LLC
7900 DURAND AVENUE, BLDG 10
MOUNT PLEASANT, WI 53177

Prepared by:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53066
OFFICE: (262) 754-8888
WWW.PINNACLE-ENGR.COM

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP



COMMON COUNCIL REPORT

- Item: UMR proposal for the City's Self-funded Health Insurance Plan to provide a network and third party administrator services
- Recommendation: Motion to approve the selection of Universal Medical Resources (UMR) for third party administrator services and access to the United Healthcare network for the 2020, 2021, and 2022 health insurance plan years.
- Fiscal Impact: The City will realize a savings of \$197,429 in 2020 of administration and stop loss fees. For 2021 and 2022 stop loss fees will be quoted for renewal and the City will pay an estimated \$236,034 in administration 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:

In 2018, the Common Council and City Leadership made the decision to attack rising health care costs at the cost center by working with an insurance vendor that would address excessive charges directly with the facilities. It was expected that this would generate savings for employees as well as the City's self-funded insurance plan, however, this insurance vendor was not able to be successful in the Milwaukee market. Therefore, in March of 2019, the City made a move to add a full coverage network for both physicians and facilities in an effort to find some stability from the issue's employees were experiencing. The objective of that move was employee-focused with the goal of creating the least amount of physician/facility disruption possible.

Moving into 2020, the goal of City Leadership was to steady the ship. Each year our insurance broker, AJ Gallagher, goes to the market and seeks quotes for renewal where vendors review the City's health insurance claim data and submits a bid to receive our business. For 2020, the City received 3 bids: one from our current TPA and network (BAS & CIGNA), one from Prairie States (HPS network), and one from UMR (UHC network). The quote from Prairie States was comparable to the renewal from BAS; thus, it was not worth further discussion; however, the quote from UMR showed significant potential savings for the City.

UMR's discount rate is roughly 13% better (greater savings) than our current network, which will result in future savings for the City. Shown below, you can see the reduction in stop loss fees and the 3 month administration fee holiday that offset the minimal increase in administration fees and the 4 month run-out fee.

**City of Oak Creek
Summary of BAS vs. UMR**

	BAS	UMR	Savings
Individual Stop Loss Fees	\$ 737,363	\$ 540,015	\$ (197,348)
Administration/Network Access Fees	\$ 217,520	\$ 236,034	\$ 18,514
Administration Holiday (3 month)	\$ -	\$ (38,125)	\$ (38,125)
Run-Out Fee	\$ -	\$ 19,530	\$ 19,530
Total Savings			\$ (197,429)

Comparing only the known costs and savings: Individual stop loss fees, administration fees (and holiday), and the run out fee; the City will be saving \$197,429 by moving to UMR. In addition to that, the City anticipates a savings in 2020 with a deeper claims discount presented in the UHC network. Therefore, effective January 1, 2020, the City will be working with UMR.

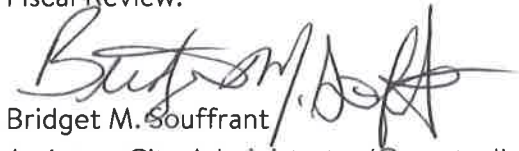
Options/Alternatives:

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Summary of BAS vs. UMR



Gallagher

Insurance | Risk Management | Consulting

City of Oak Creek
Summary of BAS vs. UMR

	BAS	UMR
Estimated Claims after Discounts	\$4,744,449	\$4,075,449
Individual Stop Loss Fees	\$737,363	\$540,015
Aggregate Stop Loss Fees	\$21,830	\$21,830
Administration/Network Access	\$217,520	\$236,034
	\$5,721,162	\$4,873,328
Administration Holiday (3mon)		(\$38,125.35)
<i>includes: Medical Admin, Transplant Interface, and prescription drug fees</i>		
Run-out fee (4mon)		\$19,530
Total	\$5,721,162	\$4,854,732.65
		-\$866,429.35

*Please note the Estimated Claims after discounts shown above is not a known savings.



COMMON COUNCIL REPORT

Item: LUCAS Chest Compression System

Recommendation: The Common Council approve the purchase of a LUCAS Chest Compression System in the amount of \$14,957 from Stryker Medical.

Fiscal Impact: \$8,450 will come from donated funds and the remaining amount will come from the 2018 and 2019 Ambulance CIP accounts.

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 LUCAS Chest Compression System assists first responders and paramedics by providing automated chest compressions on cardiac arrest patients.

The Fire Department purchased their first LUCAS device in August of 2018 and placed the device on Battalion 18, which is located in the center of the city at Station #1. Although centrally located, there is a longer response time for Battalion 18 if the need for the device is outside of Station 1's territory. The department would like to add an additional LUCAS device to be placed on Med-183 in an effort to shorten the response time for the device to arrive in Station 3's area. The department's goal is to eventually have a LUCAS device placed on each paramedic unit.

The key performance indicators for evaluating CPR are compression depth and rate. The department has had 76 cardiac arrests since the LUCAS device has been in service. The attachments show sample data for two patients in cardiac assest. Manual CPR was performed on the first patient for 41 minutes. During those 41 minutes, target compression depth was achieved 51% of the time and target rate 81% of the time. The second patient had automated CPR administered with the LUCAS device for 33 minutes. Target depth and rate of compressions were automatically measured by the LUCAS and were achieved 100% of the time.

Options/Alternatives: The Fire Department will continue to keep their LUCAS device on Battalion 18 and operations and response for the device will remain the same.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Michael Havey
Assistant Fire Chief of Operations

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Michael Kressuk
Fire Chief

Attachments: Lucas Device CPR & Manual CPR

Device Summary

LUCAS® 3 Chest Compression System

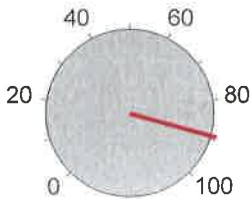
Incident ID:
 Patient ID:
 Patient Name:
 Power On: 12/4/2019 1:07:44 PM
 Recording Duration: 00:33:48
 Compressions Duration: 00:32:46

Device Type: LUCAS® 3
 Device ID: LUCAS3-3518B292
 Serial Number: 3518B292
 Software Version: LUCAS3 v3.1.4.26

*Times have been adjusted by the system.

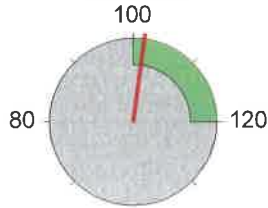
LUCAS Data

LUCAS compression ratio (/total time)



89%
29:03 / 32:46

Compression rate (average)



102
per minute

Compression count: 2943
 Pauses over 10 sec: 11
 Longest pause: 40 sec

LUCAS Device Configuration

Compression

Rate at Power ON
 102 111 120

Rate change: OFF

Allow rate to alter between
 102 111 120

Depth (nominal patient)

Chest height > 7.3 in: 2.1 ± 0.1 in
 Chest height 6.7 to 7.3 in: 1.5 to 2.1 ± 0.1 in

Ventilation

In 30:2 mode

Ventilation pause: 3.2 sec

Compression/ventilation ratio
 30:2 50:2

In continuous mode

Audible alerts: OFF
 Alerts/minute: 10
 Ventilation pause: 0.3 sec

Suction Cup Start Position

Use AutoFit
 Use QuickFit (1.2 in)
 Use Manual

Pressure Pad Release

Return up in ADJUST mode
 During ventilation pauses (0.4 in)
 In PAUSE mode (0.4 in)
 In ACTIVE mode (0.4 in)

Audible Timer

OFF
 CPR timer
 Continuous timer

Data Transmission

Auto transmit at charging

Device Summary

LUCAS® 3 Chest Compression System

Power On: 12/4/2019 1:07:44 PM

Serial Number: 3518B292

*Times have been adjusted by the system.

LUCAS Time Graph



*Times have been adjusted by the system.

Event log LUCAS® 3 Chest Compression System

Incident ID:		Device Type:	LUCAS® 3
Patient ID:		Device ID:	LUCAS3-3518B292
Patient Name:		Serial Number:	3518B292
Power On:	12/4/2019 1:07:44 PM	Software Version:	LUCAS3 v3.1.4.26
Recording Duration:	00:33:48		
Compressions Duration:	00:32:46		

Elapsed Time	Real Time	Description
Wednesday, December 4, 2019		
00:00:00	1:07:44 PM	LUCAS 3 Power On
00:00:00	1:07:44 PM	Adjust Mode
00:00:57	1:08:41 PM	Pause Mode
00:00:58	1:08:42 PM	Continuous Mode
00:00:58	1:08:42 PM	First LUCAS Compression
00:02:48	1:10:32 PM	Pause Mode
00:02:57	1:10:41 PM	Continuous Mode
00:04:46	1:12:30 PM	Pause Mode
00:04:59	1:12:43 PM	Continuous Mode
00:07:18	1:15:02 PM	Pause Mode
00:07:28	1:15:12 PM	Continuous Mode
00:09:19	1:17:03 PM	Pause Mode
00:09:32	1:17:16 PM	Continuous Mode
00:11:18	1:19:02 PM	Pause Mode
00:11:28	1:19:12 PM	Continuous Mode
00:13:22	1:21:06 PM	Pause Mode
00:13:38	1:21:22 PM	Continuous Mode
00:15:46	1:23:30 PM	Pause Mode
00:15:56	1:23:40 PM	Continuous Mode
00:17:47	1:25:31 PM	Pause Mode
00:17:55	1:25:39 PM	Continuous Mode
00:19:46	1:27:30 PM	Pause Mode
00:19:58	1:27:42 PM	Continuous Mode
00:21:47	1:29:31 PM	Pause Mode
00:21:57	1:29:41 PM	Continuous Mode
00:23:47	1:31:31 PM	Pause Mode
00:24:05	1:31:49 PM	Continuous Mode
00:25:47	1:33:31 PM	Pause Mode
00:25:59	1:33:43 PM	Continuous Mode
00:27:46	1:35:30 PM	Pause Mode
00:27:54	1:35:38 PM	Continuous Mode
00:29:47	1:37:31 PM	Pause Mode
00:30:27	1:38:11 PM	Continuous Mode
00:31:47	1:39:31 PM	Pause Mode
00:32:21	1:40:05 PM	Continuous Mode
00:33:45	1:41:29 PM	Pause Mode

*Times have been adjusted by the system.

Event log

LUCAS® 3 Chest Compression System

Incident ID:		Device Type:	LUCAS® 3
Patient ID:		Device ID:	LUCAS3-3518B292
Patient Name:		Serial Number:	3518B292
Power On:	12/4/2019 1:07:44 PM	Software Version:	LUCAS3 v3.1.4.26
Recording Duration:	00:33:48		
Compressions Duration:	00:32:46		

Elapsed Time	Real Time	Description
Wednesday, December 4, 2019		
00:33:45	1:41:29 PM	Last LUCAS Compression
00:33:48	1:41:32 PM	LUCAS 3 Power Off

CASE START: 6/4/2018 04:58:35

DURATION: 00:41:22

GENDER: MALE

AGE GROUP: ADULT

CPR TIMES			
Power on time:	04:58:35	Time to first compression:	02:24
Pads on time:	05:00:55	Time to first shock:	00:00
Power off time:	05:39:57	Total time in CPR:	24:55

LEGEND	
	In target
	Out of target
	Target band
	CPR period
	Pause
	ROSC

CPR event summary



Depth: Target (2.0 - 2.4 in) 51% in target depth Average CPR depth: 2.1 in



Rate: Target (100 - 120 cpm) 81% in target rate Average CPR rate: 114 cpm



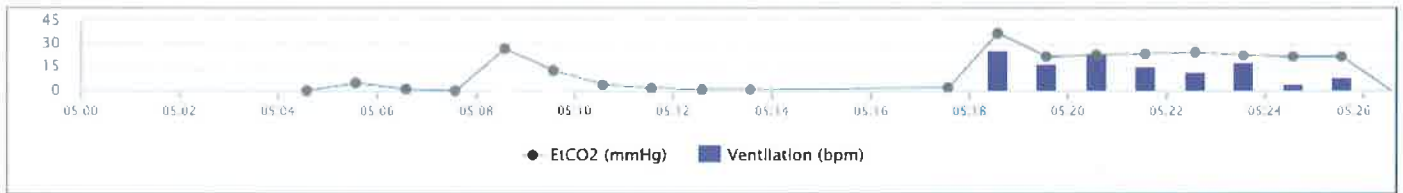
Compressions in target 45% Compressions in target



Release velocity trend: Target (400+ mm/s) Average release velocity: 420 mm/s



EtCO2 trend



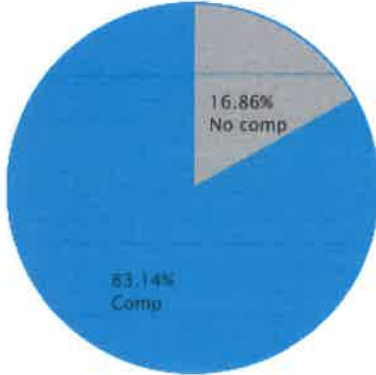
CASE START: 6/4/2018 04:58:35

DURATION: 00:41:22

GENDER: MALE

AGE GROUP: ADULT

COMPRESSION FRACTION



CPR PAUSES



DEPTH VARIABILITY



RATE VARIABILITY



LONGEST PAUSES

70.5 Seconds / Time: 05:24:06

15.0 Seconds / Time: 05:11:37

14.2 Seconds / Time: 05:05:04

There are no shocks in this case.



COMMON COUNCIL REPORT

- Item:** Three (3) year Esri Small Municipal and County Government Enterprise Agreement
- Recommendation:** That the Common Council approve the recommendation of the Information Technology Manager for the City of Oak Creek to enter into a three (3) year Small Municipal and County Government Enterprise Agreement (EA) with Esri for Geographic Information Systems (GIS) software.
- Fiscal Impact:** \$35,000 per year until the end of 2022. Cost was included in the approved 2020 Budget as part of Information Technology's Annual License 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: Various City departments have expanded their use of our existing GIS offerings. Many have begun to ask for additional GIS applications that the City currently does not have. These applications are costly if purchased individually. By entering into an Enterprise Agreement, we get access to the various software packages at a price that is based on the population of the City. A full listing of the applications included is in Table A on page 1 of the agreement.

Options/Alternatives: Due to the amount of data and information in our current Esri applications it is not feasible to change to another vendor. Furthermore, the only other vendor would be Google with their GIS Mapping services which does not offer the same tools as Esri has included with the agreement.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Kevin A. Koenig
Information Technology Manager

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller



November 14, 2019

Kevin Koenig
City of Oak Creek
8040 S 6th St
Oak Creek, WI 53154-2313

Dear Kevin,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Nick Meyers



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-401915

Date: November 14, 2019

Customer # 16669 Contract #

City of Oak Creek
 Information Technology Dept
 8040 S 6th St
 Oak Creek, WI 53154-2313

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 11/14/2019 To: 2/12/2020

ATTENTION: Kevin Koenig
 PHONE: (414) 766-7050
 EMAIL: kkoenig@oakcreekwi.org

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$35,000.00	\$35,000.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 2	\$35,000.00	\$35,000.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 3	\$35,000.00	\$35,000.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$105,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$105,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Nick Meyers	Email: nmeyers@esri.com	Phone: (909) 793-2853 x8305
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

MEYERSN

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

- ArcGIS Desktop Advanced
- ArcGIS Desktop Standard
- ArcGIS Desktop Basic
- ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

- ArcGIS Enterprise and Workgroup (Advanced and Standard)
- ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

- ArcGIS Image Server

Developer Tools

- ArcGIS Engine
- ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
- ArcGIS Runtime (Standard)
- ArcGIS Runtime Analysis Extension

Limited Quantities

- One (1) Professional subscription to ArcGIS Developer*
- Two (2) Esri CityEngine Single Use Licenses
- 100 ArcGIS Online Viewers
- 100 ArcGIS Online Creators
- 17,500 ArcGIS Online Service Credits
- 100 ArcGIS Enterprise Creators
- 3 Insights in ArcGIS Enterprise
- 3 Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items
 **Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



COMMON COUNCIL REPORT

Item: Certified Survey Map - 6524 & 6548 S. 13th St.

Recommendation: That the Council adopts Resolution No. 12121-121719, a resolution approving a Certified Survey Map submitted by Frank Giuffre, Star Properties 2, LLC, for the properties at 6524 & 6548 S. 13th St.

Fiscal Impact: Approval of the CSM will allow for a holistic reuse/redevelopment of former recycling properties, including pavement upgrades and parking lot additions. Remediation and cleanup of the property have occurred, providing non-financial benefit in addition to the positive fiscal impacts from assessed value and review/permit fees. These properties are 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 is requesting approval of a Certified Survey Map for the properties at 6524 & 6548 S. 13th St. The proposal would consolidate the properties into one (1) lot of conforming size for the M-1, Manufacturing district. Wetlands, floodway and floodplain boundaries, and utility easements are shown on the property. Two (2) minor corrections are required prior to recording the CSM:

- The existing 30-foot-wide public utility easement must be shown.
- Sheet 5 is missing the dedication of the right-of-way along 13th St. under the Common Council Approval. There is a question as to whether this was previously completed, and staff has recommended that the Applicant have their surveyor verify this prior to preparing the final map for signature and recording.

The above errors were provided to the Applicant and their surveyor for correction. Suggested conditions of approval addressing the aforementioned items are included in the motion for consideration.

The Plan Commission reviewed the Certified Survey Map proposal at their meeting on December 10, 2019, and recommend approval with the following conditions:

1. That all easements, including public utility easements, are included on the CSM prior to recording.
2. That the Common Council Approval signature block includes acceptance of the dedication of right-of-way (if required).

3. 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 conditions of approval, or deny the request. Disapproval would have the potential for conflicts with zoning district requirements and redevelopment plans.

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:

Resolution 12121-121719

Location Map

CSM

RESOLUTION NO. 12121-121719

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
FRANK GIUFFRE, STAR PROPERTIES 2, LLC

6524 AND 6548 S. 13TH ST.
(1ST Aldermanic District)

WHEREAS, FRANK GIUFFRE, STAR PROPERTIES 2, LLC, 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 all easements, including public utility easements, are included on the CSM prior to recording.
2. That the Common Council Approval signature block includes acceptance of the dedication of right-of-way (if required).
3. 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 all easements, including public utility easements, are included on the CSM prior to recording.
2. That the Common Council Approval signature block includes acceptance of the dedication of right-of-way (if required).
3. 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 17th day of December, 2019.

Passed and adopted this 17th day of December, 2019.

President, Common Council

Approved this 17th day of December, 2019.

Mayor

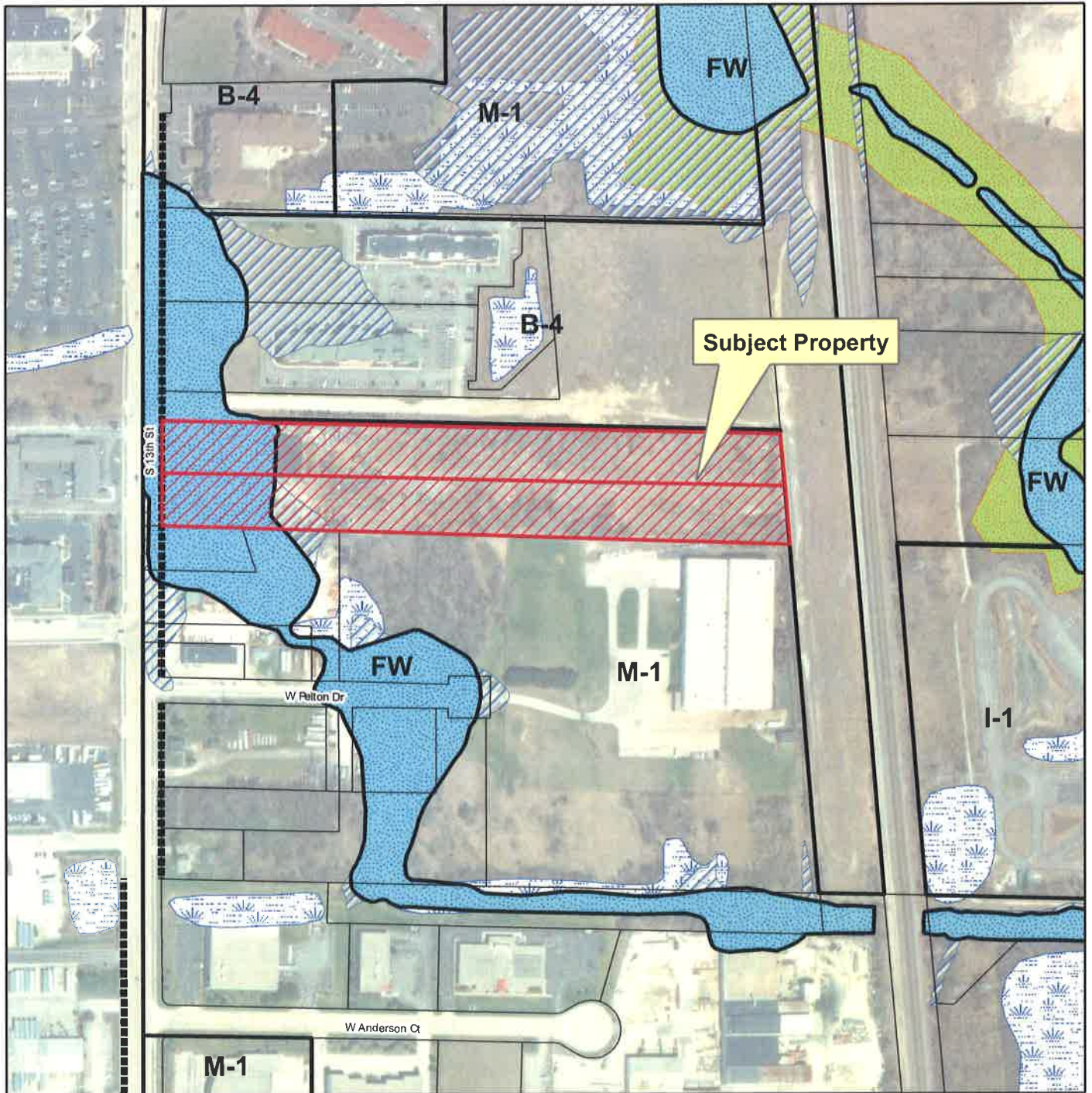
ATTEST:

City Clerk

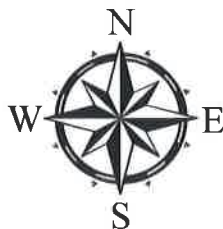
VOTE: Ayes _____ Noes _____

Location Map








6524 & 6548 S. 13th St.



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



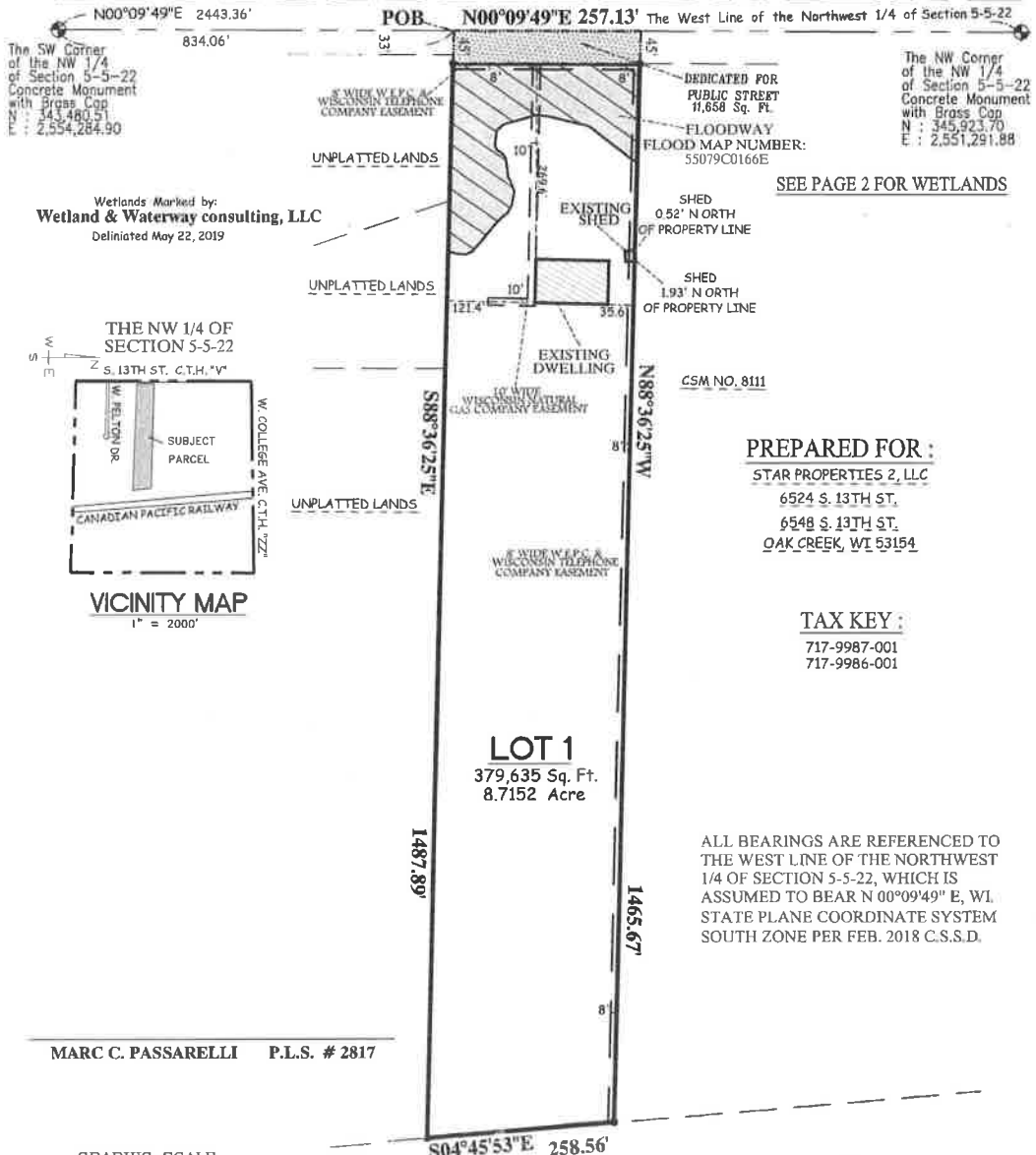
Legend

-  Parcel selection
-  Officially Mapped Streets
-  Parcel
-  Floodway (2008)
-  Flood Plain (2008)
-  Environmental Corridor
-  DNR Wetlands Inventory

CERTIFIED SURVEY MAP NO. _____

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

S. 13TH STREET C.T.H. "V"
(PUBLIC R.O.W. WIDTH VARRIES)



The SW Corner of the NW 1/4 of Section 5-5-22 Concrete Monument with Brass Cap
N : 343,480.51
E : 2,554,284.90

The NW Corner of the NW 1/4 of Section 5-5-22 Concrete Monument with Brass Cap
N : 345,923.70
E : 2,551,291.88

Wetlands Marked by:
Wetland & Waterway consulting, LLC
Delineated May 22, 2019



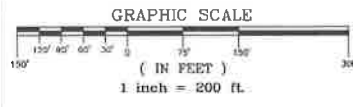
VICINITY MAP
1" = 2000'

SEE PAGE 2 FOR WETLANDS

PREPARED FOR :
STAR PROPERTIES 2, LLC
6524 S. 13TH ST.
6548 S. 13TH ST.
OAK CREEK, WI 53154

TAX KEY :
717-9987-001
717-9986-001

ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 5-5-22, WHICH IS ASSUMED TO BEAR N 00°09'49" E, WI STATE PLANE COORDINATE SYSTEM SOUTH ZONE PER FEB. 2018 C.S.S.D.



CANADIAN PACIFIC RAILROAD
(25' WIDE R.O.W.)



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

• - DENOTES SET 3/4" X 18" LONG IRON REBAR WEIGHING 1.13 LBS.

CERTIFIED SURVEY MAP NO. _____

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



S. 13TH STREET C.T.H. "V"

(PUBLIC R.O.W. WIDTH VARIES)

POB N00°09'49"E 257.13' The West Line of the Northwest 1/4 of Section 5-5-22

Wetlands Marked by:
Wetland & Waterway consulting, LLC
Delineated May 22, 2019

WETLAND AREA 2 LINE

LINE	BEARING	LENGTH
L5	S38°34'09"E	9.16
L6	S00°04'36"E	18.75
L7	S01°29'56"W	24.66
L8	S10°38'14"W	19.36
L9	S07°16'50"E	21.57
L10	S53°10'27"E	22.65
L11	S04°50'13"E	20.01
L12	N86°09'07"E	30.32
L13	N81°57'07"E	29.17
L14	N86°46'29"E	31.13
L15	S70°22'00"E	62.37
L16	N84°07'32"E	43.18
L17	S82°17'39"E	53.50
L18	N72°22'41"E	52.20
L19	S60°31'44"E	20.25
L20	S68°57'46"E	32.81
L21	S30°00'38"E	16.45

WETLAND AREA 4 LINE

LINE	BEARING	LENGTH
L45	N57°20'42"E	28.40
L46	N10°09'44"W	23.61
L47	N72°11'11"E	30.98
L48	N48°47'44"E	30.02
L49	S90°25'31"E	21.16
L50	N80°16'40"E	27.15
L51	N54°41'49"E	40.37
L52	N44°24'06"E	34.26
L53	N65°17'48"E	25.67
L54	S43°16'10"E	35.78
L55	N74°44'27"E	25.27
L56	N84°17'45"E	43.19
L57	S94°50'32"E	48.27
L58	S87°37'59"E	144.72
L59	N83°01'09"E	31.02
L60	N55°22'55"E	79.87
L61	S81°26'22"E	33.25
L62	S68°21'42"E	31.23
L63	N83°46'41"E	37.13
L64	N52°37'13"E	32.64
L65	N73°37'54"E	17.19
L66	S55°16'36"E	23.57
L67	N78°30'10"E	43.29
L68	S67°49'29"E	47.49
L69	S23°59'56"E	27.28

WETLAND AREA 1 LINE

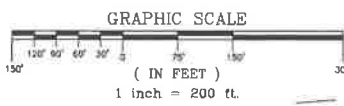
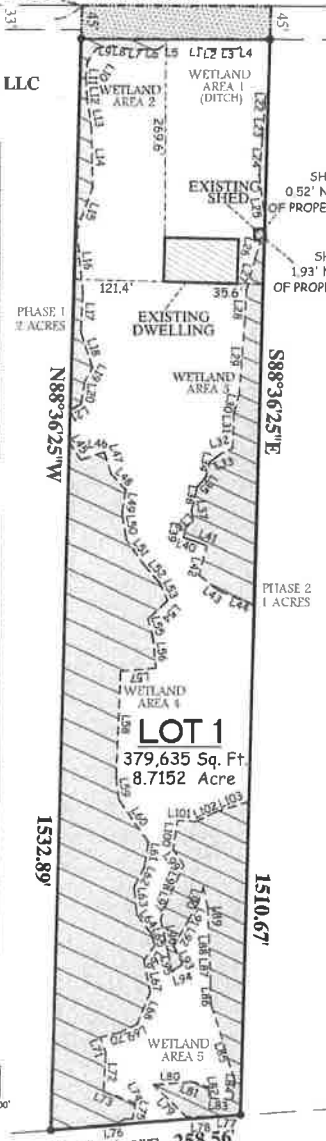
LINE	BEARING	LENGTH
L1	N05°32'55"E	19.16
L2	N00°06'21"W	19.82
L3	N84°06'32"W	17.29
L4	N42°17'23"W	35.4

WETLAND AREA 3 LINE

LINE	BEARING	LENGTH
L22	S64°08'42"E	10.35
L23	S86°07'23"E	55.30
L24	S85°01'41"E	49.26
L25	N82°20'16"E	65.59
L26	S74°13'55"E	50.59
L27	S74°34'42"E	44.03
L28	S86°50'37"E	42.81
L29	S85°50'13"E	98.19
L30	S73°42'45"E	29.03
L31	S88°21'30"E	47.12
L32	S26°18'22"E	19.34
L33	S37°35'03"E	16.82
L34	S74°04'36"E	22.15
L35	S49°07'10"E	18.06
L36	S78°20'03"E	53.39
L37	N81°30'31"E	13.10
L38	S44°13'16"E	14.90
L39	S78°56'03"E	12.56
L40	N68°03'49"E	17.00
L41	N21°08'01"E	16.37
L42	S75°26'49"E	40.93
L43	N38°33'01"E	33.68
L44	N22°30'33"E	93.01

WETLAND AREA 5 LINE

LINE	BEARING	LENGTH
L77	S92°53'02"W	2.18
L78	S00°11'24"W	40.29
L79	S44°14'33"W	61.91
L80	N84°27'59"W	53.83
L81	N19°22'56"E	21.42
L82	N79°59'03"E	15.12
L83	N04°06'24"E	30.39
L84	N82°45'31"W	26.44
L85	S72°36'44"W	108.16
L86	S88°49'42"W	29.41
L87	S87°26'26"W	103.01
L88	S76°53'36"W	28.24
L89	N90°00'00"E	2.00
L90	S70°52'13"E	18.98
L91	S62°21'20"E	29.00
L92	S59°35'27"E	39.67
L93	N64°00'00"E	28.04
L94	S34°54'25"E	17.41
L95	S78°39'06"W	24.34
L96	S76°43'47"W	49.00
L97	N69°36'24"W	22.33
L98	N65°36'59"W	37.73
L99	S54°29'57"W	25.78
L100	N81°23'56"W	40.19
L101	N02°12'39"E	25.04
L102	N25°16'38"W	22.74
L103	N81°16'23"W	48.73



CANADIAN PACIFIC RAILROAD
(255' WIDE R.O.W.)



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

CERTIFIED SURVEY MAP NO. _____

BEING A PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 5, TOWN 5 NORTH, RANGE 22 EAST, IN THE 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 of the Northwest ¼ of Section 5, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southwest corner of the Northwest ¼ of Section 5; thence North 00° 09' 49" East along the West line of said ¼ Section, 834.06 feet to the point of beginning of the lands to be described; thence North 00° 09' 49" East along said West line, 257.13 feet; thence South 88° 36' 25" East, 1510.67 feet to the Southeast corner of Certified Survey Map No. 8111; thence South 04° 45' 53" East along the Westerly right-of-way line of the Canadian Pacific Railroad, 258.56 feet; thence North 88° 36' 25" West, 1532.89 feet to the point of beginning.

Dedicating the West 45.00 feet to the public for road purposes. Containing 11,658 square feet (0.2676 acres) of land.

That I have made such survey, land division and map by the direction of the Star Properties 2, LLC, 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 6th day of March 2019.

Marc C. Passarelli S-2817
Wisconsin Professional Land Surveyor

CERTIFIED SURVEY MAP NO. _____

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

CORPORATE OWNERS CERTIFICATE:

Star Properties 2, LLC, as owner, does hereby certify that said company has caused the land described to be surveyed, divided, mapped and dedicated as represented on this map.

IN WITNESS WHEREOF, the said Star Properties 2, LLC has caused these presents to be signed by Frank Giuffre, managing member, on this _____ day of _____, 2019.

In the Presence of:

Frank Giuffre, Managing Member
Star Properties 2, LLC

STATE OF WISCONSIN)
COUNTY OF _____)SS

Personally came before me this _____ day of _____, 2019, the above named Frank Giuffre, managing member of the above named Star Properties 2, LLC, to me known to be the person who executed the foregoing instrument and to me known to be such Member of said company and acknowledged that he executed the foregoing instrument as such member as the deed of said LLC by its authority.

Notary Public, State of Wisconsin
My Commission expires _____

CONSENT OF MORTGAGEE:

Tri City National Bank, mortgagor of the above described land, hereby consents to the surveying, dividing and mapping of the land described on this plat, and does hereby consent to the above certificate of Star Properties 2, LLC, owner.

In Witness Whereof, Tri City National Bank, has caused these presents to be signed by Steve DeLasus, Representative, at _____, this ___ day of _____, 2019.

Steve DeLasus, Representative

STATE OF WISCONSIN)
_____ COUNTY)SS

Personally came before me this _____ day of _____, 2019, the above named Steve DeLasus, of the above named Tri City National Bank, to me known to be the person who executed the foregoing instrument as such Representative and acknowledged that he executed the foregoing instrument as such by its authority.

Notary Public, State of Wisconsin
My Commission expires _____

CERTIFIED SURVEY MAP NO. _____

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

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: Release from Development Agreement

Recommendation: That the Common Council adopts Resolution No. 12123-121719, a resolution issuing a release from the Development Agreement for the properties at 1820, 1830, 1848, 1850, 1900 and 1920 W. Drexel Avenue. (Tax Key Nos. 784-9018-000, 784-9017-000, 784-9016-000, 784-9014-000, 784-9013-000 & 784-9012-000) (2nd Aldermanic District)

Fiscal Impact: There is no fiscal impact associated with this Council action.

- 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 December, 1986 the City and the then-property owner (Harvey R. Wilke, as "Developer") entered into a Development Agreement. The Development Agreement is recorded as Document 6001602 on Reel 2013, Image 40 through 44, on file with the Milwaukee County Register of Deeds. The Development Agreement established the responsibilities of the City and the Developer for the division and residential development of a portion of Developer's property along the north side of W. Drexel Avenue. The main financial aspects of this old Development Agreement dealt with the Developer's responsibility to pay the special assessment costs, levied by Resolution No. 6852-020486, involving sanitary sewer and water main construction within Drexel Avenue along the property frontages.

This Development Agreement came to light in a title search related to a financial transaction involving some of the planned redevelopment on the Creekside Marketplace site. The City Finance Department researched this and has confirmed that the special assessments on these properties have been paid in full.

Thus, this is simply a matter of cleaning up this old outstanding Development Agreement, for which all Developer requirements have been satisfied, to facilitate this aspect of the development process. Staff requests that the Developer be released from this Development Agreement.

Options/Alternatives: To not release the properties from the Development Agreement could potentially hinder future real estate transactions to this developing area of the City.


Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Michael C. Simmons, PE
City Engineer

Fiscal Review:



Bridget M. Souffrant

Assistant City Administrator/Comptroller

Attachments: Resolution No. 12123-121719, Recorded Development Agreement (Doc. 60011602)

RESOLUTION NO. 12123-121719

BY: _____

**RESOLUTION ISSUING A RELEASE FROM THE DEVELOPMENT AGREEMENT
FOR THE PROPERTIES AT 1820, 1830, 1848, 1850, 1900 & 1920 W. DREXEL AVENUE**

**TAX KEY NOS. 784-9018-000, 784-9017-000, 784-9016-000,
784-9014-000, 784-9013-000 & 784-9012-000**

(2ND ALDERMANIC DISTRICT)

WHEREAS, the then-property owner, Harvey R. Wilke ("Developer"), and the City of Oak Creek ("City") entered into a Development Agreement in December, 1986; and recorded with the Milwaukee County Register of Deeds as Document No. 6001602 on Reel 2013, Image 40 through 44; and

WHEREAS, the City Comptroller and City Engineer certify that the Developer has successfully satisfied all requirements of the Development Agreement, including fully paying the special assessment charges levied under Resolution No. 6852-020486 for sanitary sewer and water main construction and related service laterals;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the Developer is hereby released from the terms and conditions of the Development Agreement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Release (in the form of this Resolution No. 12123-121719) on behalf of the City, and the City Clerk is hereby directed to record said Release in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of December, 2019.

Passed and adopted this 17th day of December, 2019.

Common Council President Kenneth Gehl

Approved this 17th day of December, 2019.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

REEL 2013 IMAGE 40

149

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of December, 1986 by and between HARVEY R. WILKE, party of the first part, hereinafter called the "Developer", and the CITY OF OAK CREEK, Wisconsin municipal corporation, party of the second part, hereinafter called the "City";

WITNESSETH:

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

That part of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee and State of Wisconsin, bounded and described as follows: Commencing at the South 1/4 corner of said Section; thence N 00°09'54" E, along the West line of said 1/4 Section, 415.00 feet to a point; thence N 89°17'38" E, parallel to the South line of said 1/4 Section, 560.77 feet to a point; thence S 00°08'45" W, 415.00 feet to a point; thence S 89°17'38" W, along the South line of said 1/4 Section, 560.91 feet to the point of commencement, and

WHEREAS, the Developer has submitted a Certified Survey Map encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 18 of the Municipal Code of the City for the purpose of creating two parcels of land, hereinafter referred to as Parcel No. 1 and Outlot No. 1, and

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

WHEREAS, S. 236.13(2)(a), Wis. Stats., and Chapter 18 of the Municipal Code of the City, provide that as a condition of approval, the governing body of a municipality may require that the Developer make and install any public improvements reasonably necessary and underwrite the financing thereof, and

6001602

REGISTER'S OFFICE } 88
Milwaukee County, WI }
RECORDED AT 8:20 AM

DEC 23 1986

REEL 2013 IMAGE

REGISTER OF DEEDS

6001602
14.00

RECORD

A2-3

56 11 12

700

6001602

WHEREAS, the City, as part of the 1986 Capital Improvement Program, is installing a sanitary sewer and watermain in West Drexel Avenue, which improvements will front on the Developer's land for which the Developer is required to pay special assessments in accord with Common Council Resolution No. 6852-020486 for said improvements to be levied against the lands encompassed within the proposed Certified Survey Map, and

WHEREAS, Parcel No. 1 of the proposed Certified Survey Map is considered a developed parcel within a residential zoning district and will benefit by the proposed sanitary sewer and watermain installations described above, and

WHEREAS, the special assessments for the proposed sanitary sewer and watermain installations for Parcel No. 1 may be paid in cash within thirty (30) days of the special assessment notice or in installments, all in accord with Common Council Resolution No. 6852-020486 and by Section 3.04 of the City of Oak Creek Municipal Code, and

WHEREAS, Outlot No. 1 of the proposed Certified Survey Map is considered an undeveloped parcel of land, and the special assessments levied for sanitary sewer and watermain will qualify for a deferment of payment in accord with Common Council Resolution No. 6852-020486 and by Section 3.04 of the City of Oak Creek Municipal Code.

NOW, THEREFORE, in consideration of the payment of one (\$1.00) Dollar and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The area to be divided are those lands as hereinbefore described.
2. That the Developer agrees to pay the special assessments levied against Parcel No. 1 of the proposed Certified Survey Map in the estimated amount of \$6,200.00, for sanitary sewer, watermain and lateral improvements in cash within thirty (30) days of the assessment notice or by installments, all in accord with Common Council Resolution No. 6852-020486 and by Section 3.04 of the City of Oak Creek Municipal Code.
3. That the Developer may request a deferment of payment of special assessments levied against Outlot No. 1 of the proposed Certified Survey Map.

4. That the City will grant the deferment for Outlot No. 1, if requested by the Developer, as defined in Section 3, all in accord with Common Council Resolution No. 6852-020486 and by Section 3.04 of the City of Oak Creek Municipal Code.
5. The amount of Special Assessments levied against Parcel No. 1 and Outlot No. 1 of the proposed Certified Survey Map (Laterals are an estimated cost) are as follows:

Parcel No. 1

Sanitary Sewer 100.00' x \$22.00/ft.	\$2,200.00
Sanitary Sewer Lateral - 1 @ \$1,200.00	1,200.00/ea. (Est.)
Watermain 100.00' x \$20.00/ft.	2,000.00
Water Lateral - 1 @ \$800.00	800.00/ea. (Est.)
Parcel No. 1 Total	\$6,200.00

Outlot No. 1

Sanitary Sewer 460.93' x \$22.00/ft.	\$10,140.46
Watermain 460.93' x \$20.00/ft.	9,218.60
Outlot No. 2 Total	\$19,359.06

Grand Total Special Assessments levied against Parcel No. 1 and Outlot No. 1 of the proposed Certified Survey Map **\$25,559.06**

6. The City shall grant permission to the Developer to connect at this time into the sanitary sewer, watermain and associated laterals in West Drexel Avenue for the purpose of providing service to Parcel No. 1 only, of the proposed Certified Survey Map.
7. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Section 18.13 of the Municipal Code of the City of Oak Creek.
8. Penalties for failure to perform any or all parts of this Agreement shall be in accordance with Section 18.24 and 18.25 of the Municipal Code of the City of Oak Creek.
9. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

10. This Agreement shall be recorded by the City with the Register of Deeds of Milwaukee County after it has been executed by the Developer and the proper City officials.
11. Prior to the development and/or the issuance of any permit to build on Outlot No. 1 proposed as part of the certified survey map being created in association with this agreement, a development agreement, separate of this agreement, shall be executed between the City and the Developer, or their personal representatives, successors and assigns.

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

In presence of

Floyd M. Leonard
FLOYD M. LEONARD

Harvey R. Wilke
HARVEY R. WILKE

Kathleen Margenau
Kathleen Margenau

CITY OF OAK CREEK
By Milo G. Schocker
MILO G. SCHOCKER, Mayor

Countersigned:

Pat Boucher
Pat Boucher

Laverne C. Gutrecht
LAVERNE C. GUTRECHT



STATE OF WISCONSIN)
(ss.
MILWAUKEE COUNTY)

Personally came before me this 2 day
of December, 1986 the above named Harvey R. Wilke to me
known to be the person who executed the foregoing instrument and
acknowledged the same.

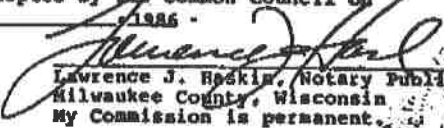


Patricia Boucher
Patricia Boucher
Notary Public
Milwaukee County, Wisconsin
My Commission 7/23/89

REC-2013 11:22 11

STATE OF WISCONSIN)
(ss.
MILWAUKEE COUNTY)

Personally came before me this 3rd day of December
1986, Milo G. Schocker, Mayor and LaVerne C. Gutknecht, City Clerk,
of the above named municipal corporation, CITY OF OAK CREEK, to me
known to be the persons who executed the foregoing instrument and to
me known to be such Mayor and City Clerk of said municipal
corporation, and acknowledged that they executed the foregoing
instrument as such officers, as the deed of said municipal
corporation, by its authority, and pursuant to Resolution
No. 6987-061786 adopted by its Common Council on
the 16th day of December, 1986.


Lawrence J. Haskin, Notary Public
Milwaukee County, Wisconsin
My Commission is permanent.

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

Approved as to form:


City Attorney - Lawrence J. Haskin

RETURN TO: Lawrence J. Haskin
124 East Drexel Avenue
Oak Creek, WI 53154



COMMON COUNCIL REPORT

Item: Release from Development Agreement

Recommendation: That the Common Council adopts Resolution No. 12124-121719, a resolution issuing a release from the Development Agreement for the properties at 1632, 1700, 1750 and 1800 W. Drexel Avenue. (Tax Key Nos. 784-9011-000, 784-9010-001, 784-9009-001 & 784-9008-000) (2nd Aldermanic District)

Fiscal Impact: There is no fiscal impact associated with this Council action.

- 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 August, 1991 the City and the then-property owners (Carl R. & Diane M. Scherbarth and Jeffrey W. & Jean Ann Pollnow; collectively as "Developer") entered into a Development Agreement. The Development Agreement is recorded as Document 6521002 on Reel 2618, Image 275 through 285, on file with the Milwaukee County Register of Deeds. The Development Agreement established the responsibilities of the City and the Developer for the division and residential development of Developer's property along the north side of W. Drexel Avenue. The main financial aspects of this old Development Agreement dealt with the Developer's responsibility to pay the special assessment costs, levied by Resolution No. 6852-020486, involving sanitary sewer and water main construction within Drexel Avenue along the property frontages.

This Development Agreement came to light in a title search related to a financial transaction involving some of the planned redevelopment on the Creekside Marketplace site. The City Finance Department researched this and has confirmed that the special assessments on these properties have been paid in full.

Thus, this is simply a matter of cleaning up this old outstanding Development Agreement, for which all Developer requirements have been satisfied, to facilitate this aspect of the development process. Staff requests that the Developer be released from this Development Agreement.

Options/Alternatives: To not release the properties from the Development Agreement could potentially hinder future real estate transactions to this developing area of the City.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Michael C. Simmons, PE
City Engineer

Fiscal Review:


Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Resolution No. 12124-121719, Recorded Development Agreement (Doc. 6521002)

RESOLUTION NO. 12124-121719

BY: _____

**RESOLUTION ISSUING A RELEASE FROM THE DEVELOPMENT AGREEMENT
FOR THE PROPERTIES AT 1632, 1700, 1750 & 1800 W. DREXEL AVENUE**

TAX KEY NOS. 784-9011-000, 784-9010-001, 784-9009-001 & 784-9008-000

(2ND ALDERMANIC DISTRICT)

WHEREAS, the then-property owners, Carl R. & Diane M. Scherbarth and Jeffrey W. & Jean Ann Pollnow (collectively as "Developer"), and the City of Oak Creek ("City") entered into a Development Agreement in August, 1991; and recorded with the Milwaukee County Register of Deeds as Document No. 6521002 on Reel 2618, Image 275 through 285; and

WHEREAS, the City Comptroller and City Engineer certify that the Developer has successfully satisfied all requirements of the Development Agreement, including fully paying the special assessment charges levied under Resolution No. 6852-020486 for sanitary sewer and water main construction and related service laterals;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the Developer is hereby released from the terms and conditions of the Development Agreement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Release (in the form of this Resolution No. 12124-121719) on behalf of the City, and the City Clerk is hereby directed to record said Release in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of December, 2019.

Passed and adopted this 17th day of December, 2019.

Common Council President Kenneth Gehl

Approved this 17th day of December, 2019.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of August, 1991, by and between CARL R. & DIANE M. SCHERBARTH, owners of proposed Parcel No. 1 and JEFFREY W. & JEAN ANN POLLNOW, owners of proposed Parcel Nos. 2, 3 and 4, parties of the first part, hereinafter called the DEVELOPER of the parcels they individually own, and hereinafter referred to in the singular masculine form for brevity purpose, and the CITY OF OAK CREEK, Wisconsin municipal corporation, part of the second part, hereinafter called the "City";

WITNESSETH:

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

That part of the southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee and State of Wisconsin, bounded and described as follows:

Commencing at the southwest corner of said southwest 1/4; thence N 89° 17' 38" E along the south line of said southwest 1/4, 666.13 feet to a point; thence N 0° 09' 11" E, 60.01 feet to a point on the north line of W. Drexel Avenue, said point being the place of beginning of the lands to be described; thence continuing N 0° 09' 11" E, 354.99 feet to a point; thence N 89° 17' 38" E, 525.78 feet to a point on the west line of Interstate Highway 94; thence S 0° 09' 11" W along said west line, 354.99 feet to a point on the north line of W. Drexel Avenue; thence S 89° 17' 38" W along said north line, 525.78 feet to the place of beginning. Said lands containing 4.284 acres of land.

WHEREAS, the Developer has submitted a Certified Survey Map encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 18 of the Municipal Code of the City for the purpose of creating four (4) parcels of land, hereinafter referred to as Parcel Nos. 1, 2, 3 and 4.

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

WHEREAS, S. 236.13(2)(a), Wis. Stats., and Chapter 18 of the Municipal Code of the City, provide that as a condition of approval, the governing body of a municipality may require that the Developer make and install any public improvements reasonably necessary and underwrite the financing thereof, and

3000

1000

WHEREAS, the City has heretofore caused a sanitary sewer and water main to be installed in West Drexel Avenue, which improvements front on the Developer's land for which the Developer has not paid the outstanding special assessments levied in accord with Common Council Resolution No. 6852-020486 for said improvements against the lands encompassed with the prepared Certified Survey Map, and

WHEREAS, as a condition of approval of a Certified Survey Map where an outstanding assessment is involved, the City requires that the assessments be paid in full at the time development of the lands takes place and paid as special assessments for the lands encompassed with the prepared Certified Survey Map, and

WHEREAS, Parcel Nos. 1, 2, 3 and 4 of the proposed Certified Survey Map are considered developed parcels within a residential zoning district, all benefitted by the existing sanitary sewer and water main installations described above, and

WHEREAS, Parcel No. 1 has one existing residential dwelling located at 1800 West Drexel Avenue and Parcel No. 4 has one existing residential dwelling located at 1632 West Drexel Avenue, which are sewer and water customers of the City Water and Sewer Utility, and

WHEREAS, the special assessments levied against Parcel Nos. 1 and 4 were billed on April 25, 1988 with the property owner electing to pay said special assessments over a ten (10) year installment plan in accord with Common Council Resolution No. 6852-020486 and may continue to be paid by installments until paid in full, and

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

and,

WHEREAS, Section 18.10(2)(c)(2) of the City Code states:

"Storm Drainage. Where the map area is not contiguous to existing storm sewers, the owner shall petition the Common Council for preparation of plan and profile drawings and installation of storm drainage facilities to adequately handle drainage from the newly created lots and development thereof. Such work shall include creation of new ditches and/or enlargement of existing ditches or swales in public right-of-way or easements along the road and/or through the map area, culverts,

inlet basins and leads, and seeding or sodding of such ditches or swales. This work shall be done by the City or by outside contract financed by the City, except that the total cost of driveway culverts shall be paid by the owner.", and

WHEREAS, Section 18.10(2)(c)(3) of the City Code states:

"Downstream Ditching. If the proper handling of storm water facilities under (1) or (2) above requires the installation for improvement of downstream ditching, the developer shall petition the Common Council for such work to be done by the City or by outside contract financed by the City."

and,

WHEREAS, Section 18.10(2)(h), Future Public Improvements of the City Code States that:

"Where the map area is located such that it is impractical to install full public improvements at the time of its development, those further improvements will be installed in future years. These may include, but not be limited to, sanitary laterals, water main laterals, storm sewer, storm channel, storm laterals, street paving, curb and gutter, sidewalk and street lights. The financing of the cost of said future public improvements shall be accomplished by the applicable special assessment laws, regulations and rates in affect at the time of installation."

and,

NOW, THEREFORE, in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The area to be divided are those lands as hereinbefore described.
2. That the developer agrees to pay the total outstanding special assessment fees for Parcel Nos. 1, 2, 3 or 4 of the prepared Certified Survey Map, a total of \$20,661.22 in cash within thirty (30) days of the approval date of this agreement or become due and payable upon further development of each parcel or upon application for a permit to build a principal building upon any vacant parcel of the prepared Certified Survey Map, or in annual installments, if paid in installments, the same shall

bear interest at the rate of nine (9%) percent per annum on the unpaid balance commencing from the date of approval of this agreement, or due date as described above, all in accord with Common Council Resolution No. 6852-020486 and by Section 3.06 of the City of Oak Creek Municipal Code.

3. That the Developers may pay the outstanding special assessment fees as described in two (2) above, by installments until paid in full, unless either of Parcel Nos. 1, 2, 3 or 4 are sold prior to the payment in full, which in such event the outstanding balance shall become due and payable in full, plus interest accrued to date for the calendar year of the date of the parcel sale, payment of principal and interest to be made within thirty (30) days of the date of such parcel sale.

In the event the Developer does not make total payment within thirty (30) days of the date of the parcel sale, the City shall charge interest on such payment due at the rate of twelve (12%) percent per annum, which interest shall be calculated from the date of parcel sale to date of payment.

4. That the total amount of outstanding special assessment fees for Parcel Nos. 1, 2, 3 and 4 of the prepared Certified Survey Map are as follows:

Parcel One (1)

Sanitary Sewer	120.00' x \$20.00/ft.	\$2,400.00
Water Main	120.00' x \$19.00/ft.	2,280.00
Sanitary Sewer		
Lateral 1 each @ \$1,200.00/each		1,200.00
Water Lateral 1 each @ \$800.00/each		<u>800.00</u>

Parcel One (1) Total	\$6,680.00
Less Amount Paid To Date	<u>-1,828.50</u>
Total Outstanding Balance	
Parcel One (1)	
(Due on 1991, through 1997	
tax rolls)	\$4,851.50

Parcel Two (2)

Sanitary Sewer	111.78' x \$20.00/ft.	\$2,235.60
Water Main	111.78' x \$19.00/ft.	<u>2,123.82</u>

Parcel Two (2) Total	\$4,359.42
----------------------	------------

Parcel Three (3)

Sanitary Sewer	100.00' x \$20.00/ft.	\$2,000.00
Water Main	100.00' x \$19.00/ft.	<u>1,900.00</u>
Parcel Three (3) Total		\$3,900.00

Parcel Four (4)

Sanitary Sewer	194.00' x \$20.00/ft.	\$3,880.00
Water Main	194.00' x \$19.00/ft.	3,686.00
Sanitary Sewer Lateral		
1 each @ \$1,200.00/each		1,200.00
Water Lateral	1 each @ \$800.00/each	<u>800.00</u>
Parcel Four (4) Total		\$9,566.00
Less Amount Paid to Date		<u>-2,015.70</u>
Total Outstanding Balance - Parcel Four (4) Due on 1992 through 1997 tax rolls)		7,550.30

Grand Total Outstanding Special Assessments
Due and Payble for Parcel Nos. 1, 2, 3 and
4 of the proposed Certified Survey Map \$20,661.22

5. A park land acquisition and/or development fee of \$100.00 per parcel or dwelling unit, as applicable, is required of all residential development. The Developer agrees to pay the sum of \$200.00, representing \$100.00 per newly created and developable parcel included in this development, such payment to be made in full in the form of a cashier's check or cash deposit prior to the City approving this agreement and the proposed Certified Survey Map.
6. The Developer shall finance the entire cost of, and provide for the private installation of the sanitary sewer and water main service laterals.
7. The Developer shall cause a grading plan to be prepared by a professional engineer in accordance with specifications of the City of Oak Creek engineering department for the newly created and developable Parcel Nos. 2 and 3 of the proposed Certified Survey Map. The developer shall assume the cost of preparation of such grading plan. The grading plan shall be approved by the City Engineer prior to the sale and/or the building upon, whichever occurs first, of either of the proposed parcels and prior to the recording of deed restrictions. See Section 9.

The grading plan shall indicate existing and proposed parcel corner grades and proposed house grades, and shall show a typical parcel layout indicating building set back dimensions in accordance with Chapter 17 of the Municipal Code of the City of Oak Creek and any supplements or amendments thereto. It shall reflect the anticipated future redivision of the proposed parcels, if applicable. This grading plan shall further show typical drainage swale details as may be required. All necessary drainage easements required shall be shown on the grading plan and on the final plat. The Developer shall provide certification that the final grading complies with the grades as shown on the grading plan with the furnishing of a plan copy indicating elevation data at critical locations as determined by the City Engineer, prior to the sale of and/or the issuance of an occupancy permit for any building on, whichever occurs first, of either of the proposed parcels. Responsibilities pertaining to drainage easements shall be indicated in deed restrictions. The plot plan survey required for building permit shall indicate existing and proposed parcel corner grades and the proposed house grade. The requirements herein shall be subject to the acceptance of the City Engineer, and no deviation therefrom shall be permitted unless approved by the City Engineer. The grading plan shall be attached to the deed restrictions as an exhibit.

The grading plan shall include the area of the public street right-of-way fronting the proposed Certified Survey Map. It shall indicate the location and elevations of the existing pavement, shoulder and roadside ditching, as may be applicable, and any improvements and/or changes proposed to the shoulder and/or roadside ditching.

The Developer shall establish and maintain temporary vegetative cover on all graded areas including stockpiles but excluding street rights-of-way and parcels where homes are actively under construction. Said temporary vegetative cover shall consist of the seeding of either annual grasses, legumes or small grain. All temporary vegetative cover shall be planted before the first day of June following the rough grading of the Certified Survey Map.

Further, the Developer shall include in the deed restrictions that permanent lawn shall be established within one year after initial occupancy of any home.

8. It is mutually agreed and understood by the parties hereto that there will be other public improvements installed in W. Drexel Avenue fronting the newly created

and developable Parcel Nos. 2 and 3 of the proposed Certified Survey Map in future years.

The future public improvements may include but not be limited to pavement resurfacing, pavement shoulder widening, roadside drainage channel reconstruction, sanitary sewer laterals, water main laterals, storm sewer, storm channel and storm laterals, street paving, sidewalk and street lights. Said future public improvements shall be installed at such time as directed by the Common Council as governed by public need.

The financing of the cost of said future public improvements shall be accomplished by the applicable special assessment laws, regulations and rates in affect at the time of installation.

9. The Developer shall cause to be prepared and shall submit for review and approval by the City, a draft of deed restrictions governing the proposed parcels. The Developer shall record the deed restrictions, as approved by the City with the Register of Deeds for Milwaukee County, Wisconsin, prior to the sale and/or the building upon, whichever occurs first, of the proposed parcels. Said restrictions shall incorporate, but not be limited to the following provisions:
 - A. Developer, as used in the context of these deed restrictions shall mean the Developer, their heirs, personal representatives, successors and assigns.
 - B. In accordance with Section 3.10 of the City Code, a roadside culvert installed by City forces, and paid in full by the Developer, shall be provided at Parcel Nos. 2 & 3 driveway approaches prior to the issuance of a building permit for such parcels. Such culvert shall be set in accordance with the location determined on the approved grading plan. Also, such culvert shall be sized to maintain the hydraulic capacity of the existing open drainage channel, such sizing as approved by the Engineer.
 - C. The Developer shall be responsible for maintaining drainage swales on each parcel of the certified survey map in accordance with the approved site grading plan attached and incorporated herein as EXHIBIT "1", so as to facilitate the planned drainage patterns. The Developer shall also keep all inlet grates and culverts located on or abutting his property, free of debris and in a condition which allows for the natural flow of storm water.

- D. A paved driveway approach, constructed to the specifications of the City of Oak Creek, shall be installed for Parcel Nos. 2 & 3 within one (1) year after the initial occupancy of the house built thereon. Such construction shall be permitted for, inspected by and approved by the City engineer.
- E. The plot plan survey required for the building permit on Parcel Nos. 2 & 3 shall indicate existing and proposed parcel corner grades and proposed house grade, in accordance with the grading plan required in compliance with Section 7, and no deviation therefrom shall be permitted unless approved by the City Engineer.
- F. Electric, telephone and cable television services shall be provided by the installation of underground service lines.
- G. In accordance with City Code, provision for the immediate connection to the City storm sewer system shall be made at such time as such system facilities are installed in the fronting street. It is advisable that at the time of house construction on Parcel Nos. 2 and 3, that storm sewer service laterals be installed on each parcel between the house and the front property line in order to expedite connection to the respective facility in the street at such time as public facility is installed by the City.
- H. A copy of the approved grading plan referred to in Section 7 of the Development Agreement associated with this Certified Survey Map, shall be on file at the office of the City Engineer, and shall be an attachment to these deed restrictions as an exhibit. The Developer shall be responsible for providing the reduced copy of the grading plan for the exhibit purpose.
- I. The Developer shall provide certification from a registered land surveyor or professional engineer that the final grade along all lot lines, in the invert of all drainage swales and at other critical locations as determined by the City Engineer, complies with the accepted grading plan. Such certification shall be on a plan copy with the elevations as existing so indicated. All such elevations shall be within plus or minus three inches of the accepted grading plan elevations. If not in compliance, appropriate regrading shall be performed. Such certification shall be provided to

the City engineer prior to the issuance of an occupancy permit for any building on the parcel.

- J. A permanent lawn shall be established on each parcel within one year after the issuance of the initial occupancy permit for the home on such parcel.
 - K. The permanent maintenance of all drainage swales shall be vested with the Developer.
 - L. The Developer shall be responsible for damage to and replacement of sewer and water laterals, water curb stop and box, underground electric and telephone cables, and all other existing improvement facilities and appurtenances thereto damaged during the period of home construction and/or lot grading or improvements as may be caused by said Developer or his contractors while working or traversing within the Certified Survey Map limits or an adjacent parcel or within the abutting street right-of-way.
 - M. When installed, each owner agrees to pay, when due, the cost of future public improvements such as, but not limited to, pavement resurfacing, pavement shoulder widening, roadside drainage channel reconstruction, storm sewer, storm channel and laterals, street paving and sidewalk and street lighting as may be allocable to his parcel.
 - N. The installation of any type of improvement on the public street right-of-way (walks, drives, sprinkler systems, etc.) require the issuance of a permit by the City.
 - O. The location of this Certified Survey Map is within the area which would be utilized by an interchange with Interstate 94. The interchange has been recommended by the Oak Creek Watershed Study and the I-94 corridor study.
10. Inasmuch as to the proposed Certified Survey Map area is not contiguous to existing storm sewers, in accordance with City Code, the Developer shall petition the City's Common Council for the preparation of plan and profile drawings and the installation of storm drainage facilities to adequately handle drainage from the newly created parcels and development thereof, including the improvement of downstream ditching. The improvement of the storm drainage facilities shall be done by the City or by outside contract financed by the City.

- 11. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Section 18.13 of the Municipal Code of the City of Oak Creek.
- 12. Penalties for failure to perform any or all parts of this Agreement shall be in accordance with Section 18.24 and 18.25 of the Municipal Code of the City of Oak Creek.
- 13. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- 14. This Agreement shall be recorded by the City with the Register of Deeds of Milwaukee County after it has been executed by the Developer and the proper City officials.

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

In presence of:

Jeffrey W. Pollnow
Jeffrey W. Pollnow

Jean Ann Pollnow
Jean Ann Pollnow

Carl R. Scherbarth
Carl R. Scherbarth

Diane M. Scherbarth
Diane M. Scherbarth

CITY OF OAK CREEK
By Dale J. Richards
DALE J. RICHARDS, Mayor

Countersigned:

Beverly A. Buretta
BEVERLY A. BURETTA, City Clerk

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 19th day of August, 1991, the above named Jeffrey W. & Jean Ann Pollnow and Carl R. & Diane M. Scherbarth to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Carl R. Scherbarth
Notary Public

Milwaukee County, Wisconsin
My Commission May 2, 1993

STATE OF WISCONSIN)
(SS.
MILWAUKEE COUNTY)

Personally came before me this 21 day of August, 1991, Dale J. Richards, Mayor, and Beverly A. Buretta, City Clerk, of the above named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation by its authority, and pursuant Resolution No. 8250-082011 adopted by its Common Council on the 20 day of August, 1991.

Lawrence J. Haskin
Lawrence J. Haskin, Notary Public
Milwaukee County, Wisconsin
My Commission is permanent.

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

Approved as to form:

Lawrence J. Haskin
City Attorney - Lawrence J. Haskin

6521002

6521002
RECORD 30.00
30.00
6521002

REGISTER'S OFFICE } 98
Milwaukee County, WI }
RECORDED AT _____ M -9 25 AM

SEP 12 1991
REEL 2618 IMAGE 275 to
Walter Engel REGISTER OF DEEDS 285
RECOR.



COMMON COUNCIL REPORT

Item: Release from Development Agreement

Recommendation: That the Common Council adopts Resolution No. 12125-121719, a resolution issuing a release from the Development Agreement for the properties at 1632, 1700 and 1750 W. Drexel Avenue. (Tax Key Nos. 784-9011-000, 784-9010-001 & 784-9009-001) (2nd Aldermanic District)

Fiscal Impact: There is no fiscal impact associated with this Council action.

- 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 January, 1987 the City and the then-property owners (Jeffrey W. & Jean Ann Pollnow; collectively as "Developer") entered into a Development Agreement. The Development Agreement is recorded as Document 6014818 on Reel 2035, Image 388 through 396, on file with the Milwaukee County Register of Deeds. The Development Agreement established the responsibilities of the City and the Developer for the division and residential development of Developer's property along the north side of W. Drexel Avenue. The main financial aspects of this old Development Agreement dealt with the Developer's responsibility to pay the special assessment costs, levied by Resolution No. 6852-020486, involving sanitary sewer and water main construction within Drexel Avenue along the property frontages.

This Development Agreement came to light in a title search related to a financial transaction involving some of the planned redevelopment on the Creekside Marketplace site. The City Finance Department researched this and has confirmed that the special assessments on these properties have been paid in full.

Thus, this is simply a matter of cleaning up this old outstanding Development Agreement, for which all Developer requirements have been satisfied, to facilitate this aspect of the development process. Staff requests that the Developer be released from this Development Agreement.

Options/Alternatives: To not release the properties from the Development Agreement could potentially hinder future real estate transactions to this developing area of the City.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Michael C. Simmons, PE
City Engineer

Fiscal Review:


Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Resolution No. 12125-121719, Recorded Development Agreement (Doc. 6014818)

RESOLUTION NO. 12125-121719

BY: _____

**RESOLUTION ISSUING A RELEASE FROM THE DEVELOPMENT AGREEMENT
FOR THE PROPERTIES AT 1632, 1700 & 1750 W. DREXEL AVENUE**

TAX KEY NOS. 784-9011-000, 784-9010-001 & 784-9009-001

(2ND ALDERMANIC DISTRICT)

WHEREAS, the then-property owners, Jeffrey W. & Jean Ann Pollnow (collectively as "Developer"), and the City of Oak Creek ("City") entered into a Development Agreement in January, 1987; and recorded with the Milwaukee County Register of Deeds as Document No. 6014818 on Reel 2035, Image 388 through 396; and

WHEREAS, the City Comptroller and City Engineer certify that the Developer has successfully satisfied all requirements of the Development Agreement, including fully paying the special assessment charges levied under Resolution No. 6852-020486 for sanitary sewer and water main construction and related service laterals;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the Developer is hereby released from the terms and conditions of the Development Agreement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Release (in the form of this Resolution No. 12125-121719) on behalf of the City, and the City Clerk is hereby directed to record said Release in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17th day of December, 2019.

Passed and adopted this 17th day of December, 2019.

Common Council President Kenneth Gehl

Approved this 17th day of December, 2019.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

B4

LN

REEL 2035 IMAGE 308

6014818

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 2:30 AM
JAN 28 1987 368 10
REEL 2035 IMAGE 396
REGISTER OF DEEDS
Michael Campbell

6014818

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of January, 19 87 by and between JEFFREY W. POLLNOW and JEAN ANN POLLNOW, parties of the first part, hereinafter called the "Developers", and the CITY OF OAK CREEK, Wisconsin municipal corporation, party of the second part, hereinafter called the "City";

RECORD 6014818 20.00

WITNESSETH:

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

That part of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee and State of Wisconsin, bounded and described as follows: Commencing at the Southwest corner of said SE 1/4 Section; thence N 89°17'38" E, along the South line of said SE 1/4 Section 771.13 feet; thence N 0°09'11" E, 60.01 feet to a point on the North line of West Drexel Ave., said point being the place of beginning of the lands to be described; thence N 89°17'38" E along said North line, 420.78 feet to a point on the West line of Interstate Highway "94"; thence N 0°09'11" E along said West line, 354.99 feet; thence S 89° 17' 38" W, 420.78 feet; thence S 0°09'11" W, 354.99 feet to the place of beginning, and

WHEREAS, the Developers have submitted a Certified Survey Map encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 18 of the Municipal Code of the City for the purpose of creating two parcels of land, hereinafter referred to as Parcel Nos. 1 and 2, and

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

WHEREAS, S. 236.13(2)(a), Wis. Stats., and Chapter 18 of the Municipal Code of the City, provide that as a condition of approval, the governing body of a municipality may require that the Developers make and install any public improvements reasonably necessary and underwrite the financing thereof, and

SE 7-5-22

B4

20th

REEL

IMAGE

2035

389

WHEREAS, the City, as part of the 1986 Capital Improvement Program, is installing a sanitary sewer and watermain in West Drexel Avenue which improvements will front on the Developers' land for which the Developers are required to pay special assessments in accord with Common Council Resolution No. 6852-020486 for said improvements levied against the lands encompassed within the proposed Certified Survey Map, and

WHEREAS, Parcel No. 1 of the proposed Certified Survey Map is considered a developed parcel within a residential zoning district and will benefit by the proposed sanitary sewer and watermain installations described above, and

WHEREAS, the special assessments for the proposed sanitary sewer and watermain installations may be paid in cash within thirty (30) days of the special assessment notice or in installments, all in accord with Common Council Resolution No. 6852-020486 and by Section 3.04 of the City of Oak Creek Municipal Code, and

WHEREAS, Parcel No. 2 of the proposed Certified Survey Map is considered an undeveloped parcel of land, and the special assessments levied for sanitary sewer and watermain will qualify for a deferment of payment in accord with Common Council Resolution No. 6852-020486 and by Section 3.04 of the City of Oak Creek Municipal Code.

NOW, THEREFORE, in consideration of the payment of one (\$1.00) Dollar and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The area to be divided are those lands as hereinbefore described.
2. That the Developers agree to pay the total Special Assessment Fees levied against Parcel No. 1 of the proposed Certified Survey Map, (\$7,082.00) in cash within thirty (30) days of the assessment notice or in ten (10) annual installments. If paid in installments, the same shall bear interest at the rate of nine (9%) percent per annum on the unpaid balance commencing from the date of the assessment notice, all in accord with Common Council Resolution No. 6852-020486 and by Section 3.04 of the City of Oak Creek Municipal Code,
3. That the Developers may request a deferment of payment of special assessments (\$12,590.76) levied against Parcel No. 2 of the proposed Certified Survey Map.

REEL IMAGE

2035 390

4. That the City will grant the deferment, if requested by the Developers, as defined in Section 3, all in accord with Common Council Resolution No. 6852-020486 and by Section 3.04 of the City of Oak Creek Municipal Code,
5. That amount of Special Assessments levied against Parcel Nos. 1 and 2 of the proposed Certified Survey Map (Laterals are an estimated cost) are as follows:

Parcel No. 1

Sanitary Sewer 121.00' x \$22.00/ft.	\$2,662.00
Sanitary Sewer Lateral - 1 @ \$1,200.00 ea.	1,200.00
Watermain 121.00' x \$20.00/ft.	2,420.00
Water Lateral - 1 @ \$800	<u>800.00</u>

Parcel No. 1 Total \$7,082.00

Parcel No. 2

Sanitary Sewer 299.78' x \$22.00/ft.	\$6,595.16
Watermain 299.78' x \$20.00/ft.	5,995.60

Parcel No. 2 Total \$12,590.76

Grand Total Special Assessments
levied against

Parcel Nos. 1 and 2 of the
proposed Certified Survey Map \$19,672.76

6. The Developers agree to obtain a permit from the City for the installation and connection of sewer and/or water laterals necessary for connection of the existing residential dwelling on Parcel No. 1 to the sanitary sewer and watermain and to be installed and connected in compliance with the City and State Plumbing Codes.
7. A park land acquisition and/or development fee of \$100.00 per parcel or dwelling unit, as applicable, is required of all residential development. The Developers agree to pay the sum of \$100.00, representing \$100.00 per newly created and developable parcel included in this development, such payment to be made in full in the form of a cashier's check or cash deposit prior to the recording of this agreement and the proposed Certified Survey Map.
8. The Developers shall cause a grading plan to be prepared by a professional engineer in accord with specifications of the City of Oak Creek Engineering Department for the newly created and developable Parcel No. 2 of the proposed

Certified Survey Map. The Developers shall assume the cost of preparation of such grading plan. The grading plan shall be approved by the City Engineer prior to the issuance of a building permit or the sale of the parcel, whichever shall occur first.

The grading plan shall include the area of the public street right-of-way fronting Parcel No. 2 of the proposed Certified Survey Map. It shall indicate the location and elevations of the existing pavement, shoulder and roadside ditching, as may be applicable, and any improvements and/or changes proposed to the shoulder and/or roadside ditching, as may be applicable, to provide for compliance with applicable standards.

9. The Developers, prior to issuance of a building permit on Parcel No. 2 of the proposed Certified Survey Map, shall provide for the road shouldering and ditch grading in conformance with the approved grading plan as aforementioned in Section 8.
10. It is mutually agreed and understood by the parties hereto that there will be other public improvements installed in West Drexel Avenue fronting the newly created and developable Parcel No. 2 of the proposed Certified Survey Map in future years. The Developers agree to pay "the Developers' share" of said future public improvements fronting Parcel No. 2 when installed. Said "Developers' share" shall be based upon contract bid prices at the time of installation and City of Oak Creek land development policies in effect at the time of construction.

The future public improvements may include but not be limited to storm sewer and laterals, street paving, sidewalk and street lights. Said future public improvements shall be installed at such time as directed by the Common Council as governed by public need.

The "Developer's share" is currently defined as follows for the various public improvements, subject to credit adjustment for any special assessments and/or development fees chargeable against other benefiting properties. In no event though, will the "Developer's share" be less than one-half of the full improvement cost.

Sanitary Sewer - The full cost of an 8" sanitary sewer in residential areas or the full cost of whatever size sewer (minimum 8") is necessary to serve the development in either commercial or industrial areas, as applicable, including a proportional share of associated manholes and risers.

REEL IMAGE
2035 392

Sanitary Service Lateral - The full cost of the service lateral, including all appurtenances such as connection to the sanitary sewer.

Watermain - The full cost of an 8" watermain in residential areas or 12" watermain in either commercial or industrial areas, as applicable, including a proportional share of associated hydrants, hydrant leads, valves and air vents.

Water Service Laterals - The full cost of the service lateral including all appurtenances such as the watermain connection and shut-off valve.

Storm Sewer and/or Channel - The cost of the "equivalent size" facility necessary to serve the development.

Storm Service Lateral - The full cost of the service lateral, including all appurtenances such as connection to the storm sewer or channel.

Street Paving - The full cost of concrete street paving, the width as determined by the City, including concrete curb and gutter and associated grading and surface restoration.

Sidewalk - The full cost of the walk in the public right-of-way as it abuts the property.

Street Lighting - A proportional share, based on abutting street frontage, of the full cost of installing the lighting system, including the lighting standards and the power facilities such as cable and load center.

11. The Developers shall cause to be prepared and shall submit for review and approval by the City, a draft of deed restrictions governing the proposed Parcel No. 2. The Developers shall record the deed restrictions, as approved by the City with the Register of Deeds for Milwaukee County, Wisconsin, prior to the sale of the proposed parcel. Said restrictions shall incorporate, but not be limited to the following provisions:
 - a. In accord with the Certified Survey Map No. _____ development agreement, roadside shoulder and drainage ditch improvements shall be installed by the Developers or their successors or assigns, in West Drexel Avenue in front of Parcel No. 2, prior to the issuance of a building permit for such parcel.

REEL

IMAGE

2035 393

In accord with Section 3:10 of the City Code, a roadside culvert installed by City forces, and paid in full by the Developers or their successors or assigns, shall be provided at the Parcel No. 2 driveway approach prior to the issuance of a building permit for such parcel.

- b. A paved asphalt driveway approach, constructed to the specifications of the City of Oak Creek, shall be installed for Parcel No. 2 within one (1) year after the initial occupancy of the house built thereon. Such construction shall be permitted for, inspected by, and approved by the City Engineer.
 - c. The plot plan survey required for the building permit on Parcel No. 2 shall indicate existing and proposed parcel corner grades and proposed house grade, in accord with the grading plan required in compliance with Section 8 above and no deviation therefrom shall be permitted unless approved by the City Engineer.
 - d. Electric, telephone and cable television services shall be provided by the installation of underground service lines for Parcel No. 2.
 - e. In accord with City Code, for Parcel No. 2, provision for the immediate connection to the City storm sewer system shall be made at such time as such system facilities are installed in the fronting street. It is advisable that at the time of house construction on such parcel, that installation of the storm sewer service lateral be installed on the parcel between the house and the front property line in order to expedite connection to the respective facility in the street at such time as the public facility is installed by the City.
 - f. The approved grading plan referred to in Section 8 of this agreement shall be on file at the office of the City Engineer prior to the sale of Parcel No. 2.
12. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Section 18.13 of the Municipal Code of the City of Oak Creek.

REEL

IMAGE

2035

394

13. Penalties for failure to perform any or all parts of this Agreement shall be in accordance with Section 18.24 and 18.25 of the Municipal Code of the City of Oak Creek.
14. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
15. This Agreement shall be recorded by the City with the Register of Deeds of Milwaukee County after it has been executed by the Developers and the proper City officials.

REEL IMAGE
2035 395

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

In presence of

Mary J. A. Krawczyk
Mary J. A. Krawczyk

Mary C. Cram
Mary C. Cram

Jeffrey W. Pollnow
JEFFREY W. POLLNOW

Jean Ann Pollnow
JEAN ANN POLLNOW



Kathleen A. Margenau
Kathleen A. Margenau

CITY OF OAK CREEK

By Milo G. Schocker
MILO G. SCHOCKER, Mayor

Countersigned:

Patricia Boucher
Patricia Boucher

Laverne C. Gutknecht
LAVERNE C. GUTKNECHT, City Clerk



STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 14 day of January, 1987, the above named Jeffrey W. Pollnow and Jean Ann Pollnow, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

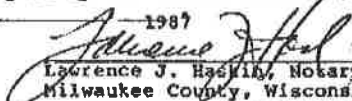
Bonnie Cieslewicz
Notary Public
Milwaukee County, Wisconsin
My Commission 3-26-89




REEL INACE
2035 396

STATE OF WISCONSIN)
(ss.
MILWAUKEE COUNTY)

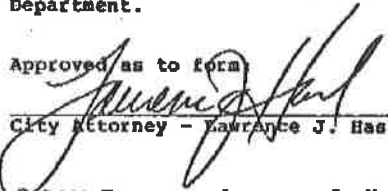
Personally came before me this 14th day of January,
1987, Milo G. Schocker, Mayor and LaVerne C. Gutknecht, City Clerk,
of the above named municipal corporation, CITY OF OAK CREEK, to me
known to be the persons who executed the foregoing instrument and to
me known to be such Mayor and City Clerk of said municipal
corporation, and acknowledged that they executed the foregoing
instrument as such officers, as the deed of said municipal
corporation, by its authority, and pursuant to Resolution
No. 7025-080586 adopted by its Common Council on
the 20th day of January 1987


Lawrence J. Haskin, Notary Public
Milwaukee County, Wisconsin
My Commission is permanent.



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

Approved as to form


City Attorney - Lawrence J. Haskin

Return To: Lawrence J. Haskin
124 E. Drexel Avenue
Oak Creek, WI 53154



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 12/17/19 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,512.5.00 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 12/17/19 council meeting. Tentative recommendations are as follows (favorable background reports received):

1. Grant an Operator's license to:
 - * Sara L. Schlemm, 2254 S. Woodward St., Milwaukee (Meijer)
 - * Katrina A. Schaeffer, 5314 Gallant Fox Ln., Racine (Water Street Brewery)
 - * Amy M. Gullifer, 8507 E. Wind Lake Rd., Muskego (Gary's Beer & Liquor)
2. Grant a 2020 Dog Kennel License to Bradley Osgood, Brentwood Animal Hospital, 318 W. Ryan Rd., with release of license subject to final department approvals.
3. Grant a 2020 Secondhand Article Dealer and Secondhand Jewelry Dealer License to Richard Radtke, Oak Creek Currency & Coin, 616 E. Ryan Rd., with release of license subject to final department approvals.
4. Grant a 2020 Secondhand Article Dealer License to Alex Trejo, Tech Exchange, 8360 S. Golden Fields Dr.
5. Grant a 2020 Secondhand Article Dealer License to James Bell, GameStop #6246, 8171 S. Howell Ave., with release of license subject to final department approvals.
6. Grant a Temporary Class "B" beer license to Roland Komorowski, Agent on behalf of St. Matthew Parish, 9303 S. Chicago Rd., for a Chili Cook-off to be held on January 25, 2020.

7. Grant a Temporary Class "B" beer license to Roland Komorowski, Agent on behalf of St. Matthew Parish, 9303 S. Chicago Rd., for a Holy Name Society Card Party to be held on February 21, 2020.

8. Grant a 2020 Mobile Home Park license to the following, with release of license subject to final department approvals:

- * ACG Oak Creek, LLC, 2301 W. College Ave.
- * Fifth Avenue Development Group, LLC, 8481 S. 5th Ave.
- * TCSC, LLC, dba Hy-View Mobile Home Court, 2331 W. College Ave.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: None



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the December 11, 2019 Vendor Summary Report in the total of \$675,506.22.

Fiscal Impact: Total claims paid of \$675,506.22.

- 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. \$97,949.92 to Advanced Disposal (pg #1) for November recycling and trash pickup.
2. \$8,991.00 to Applied Ecological Services, Inc. (pg #2) for Drexel Town Square wetland maintenance.
3. \$13,305.50 to Buelow Vetter (pg #4) for legal services.
4. \$16,529.92 to CDW Government, Inc. (pg #5) for CH camera server hard drives.
5. \$76,350.00 to East Brooke, LLC (pg #7) for Water & Sewer escrow return, Project #17065.
6. \$12,652.15 to Kansas City Life Insurance Co. (pgs #13-14) for January disability insurance.
7. \$13,746.86 to Kasdorf, Lewis & Sweitlik (pg #14) for legal services.
8. \$12,648.00 to Milwaukee County EMS (pg #12) for county radio fees.
9. \$91,166.20 to ProPhoenix (pg #9) for support and netmotion.
10. \$7,359.42 to Securian Financial Group, Inc. (pgs #23-24) for January employee life insurance.
11. \$21,543.33 to Tyler Technologies, Inc. (pg #26) for consulting services, Project #129752.
12. \$82,723.01 to US Bank (pgs #31 - 44) 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.
13. \$5,488.13 to Vermont Systems, Inc. (pg #26) for Rec Trac system support.
14. \$19,511.98 to WE Energies (pg #27) for street lighting, electricity & natural gas.
15. \$10,374.51 to WI Court Fines & Surcharges (pg #28) for November 2019 court fines.
16. \$33,508.66 to World Fuel Services, Inc. (pg #29) for fuel inventory.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Staff Accountant

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: 12/11/19 Invoice GL Distribution Report