



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

## COMMON COUNCIL MEETING AGENDA

MONDAY, FEBRUARY 17, 2020

7:00 P.M.

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

### The City's Vision

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 2/4/20

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

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

4. **Rezone:** Consider a request from Walden OC, LLC, to rezone to B-6, Interchange Regional Retail District and establish a Planned Unit Development on the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way (2<sup>nd</sup> District).
5. **Ordinance:** Consider Ordinance No. 2964, to rezone the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way to B-6, Interchange Regional Retail District, Planned Unit Development (2<sup>nd</sup> District).
6. **CUP Amend:** Consider a request for an amendment to the existing Conditional Use Permit to allow storage of inventory vehicles for sale on the property at 561 W. College Ave. (1<sup>st</sup> District).
7. **Ordinance:** Consider Ordinance No. 2965, to amend the Conditions and Restrictions in Ordinance No. 2665 for automobile service and outdoor storage of rental vehicles on the property at 561 W. College Ave. (1<sup>st</sup> District).

### Old Business

8. **Ordinance:** Consider Ordinance No. 2963, an Ordinance to amend Chapter 19 of the Municipal Code, and to adopt the Comprehensive Plan of the City of Oak Creek (held 2/4/20) (by Committee of the Whole).

**New Business**

9. **Resolution:** Consider Resolution No. 12131-021720, approving the intergovernmental agreement for police and other protection services for the 2020 Democratic National Convention in Milwaukee, Wisconsin (by Committee of the Whole)
10. **Resolution:** Consider Resolution No. 12132-021720, approving the intergovernmental agreement for fire and other protection services for the 2020 Democratic National Convention in Milwaukee, Wisconsin (by Committee of the Whole)

**FIRE**

11. **Motion:** Consider a motion to approve the purchase of the Trane Tracer SC control system upgrade for Fire Station 3 in the amount of \$115,865.00 (by Committee of the Whole).

**COMMUNITY DEVELOPMENT**

12. **Resolution:** Consider Resolution No. 12133-021720, approving a Certified Survey map submitted by John Thomsen, Highgate, LLC, for the property at 7869 S. 13<sup>th</sup> St. (1<sup>st</sup> District).

**ENGINEERING**

13. **Resolution:** Consider Resolution No. 12130-021720, supporting the submission of application for 2020-2024 Transportation Alternatives Program (TAP) award cycle under the Safe Routes to School (SRTS) category (by Committee of the Whole).

**LICENSE COMMITTEE**

14. **Motion:** Consider a motion to grant the various license requests as listed on the 2/17/20 License Committee Report (by Committee of the Whole).

**VENDOR SUMMARY**

15. **Motion:** Consider a motion to approve the February 11 2020 Vendor Summary Report in the combined total amount of \$479,797.27. (Of this total, \$19,444.65 will impact the 2019 fiscal year. The remaining amount, \$460,352.62, will impact the 2020 fiscal year) (by Committee of the Whole).

**MISCELLANEOUS**

16. **Motion:** Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes, Section 19.85(1)(g) to discuss potential litigation regarding cost recovery action for environmental remediation on property owned by the City at 9006 South 5<sup>th</sup> Avenue.
17. **Motion:** Consider a motion to reconvene into Open Session.
18. **Motion:** Consider a motion to take action, if required.

**Adjournment.**

**Public Notice**

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

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

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 Walden OC, LLC, to rezone to B-6, Interchange Regional Retail District and establish a Planned Unit Development on the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way.

**Hearing Date:** February 17, 2020  
**Time:** 7:00 PM  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** Walden OC, LLC  
**Property Owner(s):** Walden OC, LLC  
**Property Location(s):** 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave.  
and 7700 S. Ikea Way

**Tax Key(s):** 784-9012-000, 784-9013-000, 784-9014-000, 784-9016-000, 784-9994-001, 784-9008-000, 784-9009-001, 7849010-001, 784-9024-000

**Legal Description:**

The Northeast ¼ of the Southeast ¼ of Section 7, Town 5 North, Range 22 East, in the City of Oak Certified Survey Map No. 7331, Parcel 1 of Certified Survey Map No. 7375, part of Parcel 1 of Certified Survey Map No. 7331 Lot 2 of Certified Survey Map No. 8851 and lands, all being a part of the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, which is bounded and described as follows:

COMMENCING at the Southwest corner of said 1/4 Section; thence North 00° 10' 44" East 415.00 feet to a point in the East line of South Ikea Way and the point of beginning of lands to be described; thence continuing North 00° 10' 44" East along said East line 478.61 feet to a point; thence Northeasterly 259.54 feet along said East line and an arc of a curve whose center lies to the Southeast, whose radius is 545.50 feet, and whose chord bears North 20° 40' 48" East 257.10 feet to a point; thence Northeasterly 52.60 feet along said East line and an arc of a curve whose center lies to the Northwest, whose radius is 331.66 feet and whose chord bears North 29° 45' 59" East 52.55 feet to a point; thence Northeasterly 7.48 feet along said East line and an arc of a curve whose center lies to the Northwest, whose radius is 159.48 feet, and whose chord bears North 40° 32' 42" East 7.48 feet to the Southwest corner of Lot 1 of Certified Survey Map No. 8851; thence South 50° 47' 55" East along the South line of said Lot 67.20 feet to a point; thence North 46° 58' 30" East along said South line 72.50 feet to a point; hence North 51° 44' 32" East along said South line 70.43 feet to a point; thence North 72° 59' 23" East along said South line 88.02 feet to a point; thence North 79° 13' 30" East along said South line 111.26 feet to a point; thence North 85° 23' 38" East along said South line 86.90 feet to a point; thence North 82° 11' 13" East along said South line 44.43 feet to a point; thence South 87° 35' 31" East along said South line 30.93 feet to a point; thence South 27° 19' 30" East along said South line 23.77 feet to a point; thence South 57° 38' 45" East along said South line 35.90 feet to a point; thence South 72° 20' 25" East along said South line 41.69 feet to a point; hence North 88° 10' 25" East along said South line 35.47 feet to a point; thence North 62° 58' 12" East along said South line 35.49 feet to a point; thence North 43° 51' 41" East along said South line 49.17 feet to a point; thence North 41° 56' 30" East along said South line 66.78 feet to a point; thence North 55° 55' 26" East along said South line 61.54 feet to a point; thence North 73° 37' 33" East along said South line 67.23 feet to a point; thence South 72° 03' 08" East along said South line 47.46 feet to a point; thence South 82° 18' 23" East along said South line 139.86 feet to a point in the West line of Interstate Highway 94; thence South 07° 41' 37" West along said West line 944.62 feet to a point; thence South 89° 18' 02" West along said West line 40.44 feet to a point; thence South 00° 09' 35" West along said West line 332.60 feet to a point in the North line of West Drexel Avenue; thence South 80° 12' 18" West along said North line 101.52 feet to a point; thence South 83° 47' 38" West along said North line 66.06 feet to a point; thence South 89° 18' 02" West along said North line 271.34 feet to the Southeast

corner of Parcel 3 in Certified Survey Map No. 7375; thence North 00° 09' 35" East along the East line of said Map 354.99 feet to the Northeast corner of said Map; thence South 89° 18' 02" West along the North line of said Map 172.00 feet to the Northwest corner of Parcel 2 of said Certified Survey No. 7375; thence South 00° 09' 35" West along the West line of said Parcel 354.99 feet to a point in the North line of West Drexel Avenue; thence South 89° 18' 02" West along said North line 288.89 feet the Southeast corner of Parcel 1 of Certified Survey Map No. 7331; thence North 00° 10' 44" East 24.00 feet to a point; thence North 65° 30' 21" West 21.17 feet to a point; thence North 38° 43' 50" West 31.80 feet to a point; thence Northwesterly 90.45 feet along an arc of a curve whose center lies to the Southwest, whose radius is 645.00 feet and whose chord bears North 10° 00' 09" West 90.38 feet to a point; thence North 14° 01' 11" West 92.42 feet to a point; thence North 00° 10' 44" East 117.78 feet to a point; thence South 89° 18' 02" West 22.08 feet to the point of beginning.

Said land contains 1,198,892 square feet or 27.5228 acres.

The Common Council has scheduled other public hearings for February 17, 2020 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: January 15, 2020  
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 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.

## COMMON COUNCIL REPORT

**Item:** Rezone and Planned Unit Development for Walden OC, LLC for the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way.

**Recommendation:** That the Council adopts Ordinance 2964, an ordinance to approve a rezoning of the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way to B-6, Interchange Regional Retail District, Planned Unit Development.

**Fiscal Impact:** Approval would allow for the development of vacant parcels with a mixed-use Planned Unit Development. Future development will likely include hospitality, destination retail, food and beverage, and multifamily residential uses. These developments will yield positive fiscal impact in terms of assessed value, review and permit fees, and impact fees. These properties are currently located within TID 12.

**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:** Walden OC, LLC is requesting that the property at 1920 W. Drexel Ave. be rezoned to B-6, Interchange Regional Retail District, and that a Planned Unit Development be established for the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way as part of the development of the Creekside Crossing Marketplace. This development is being planned as a destination retail planned development that will consist of a mix of uses that are likely to include hospitality, destination retail, food and beverage, and multifamily residential in a mixed-use setting.

The property at 1920 W. Drexel Avenue is currently zoned I-1, Institutional, and is a remnant of a parcel that was utilized for stormwater management purposes. The remaining parcels are zoned B-6, Interchange Regional Retail. These properties are all identified as Planned Mixed Use in the existing (and pending update to the) Comprehensive Plan. The proposed rezoning and PUD are consistent with both Plans.

The PUD statement and general development plan (attached) that accompany the rezoning application set forth the size, expected minimum value, and proposed management structure of the PUD. The general development plan establishes a proposed public roadway network, and, without being overly-prescriptive, establishes areas for future land divisions and development consistent with the underlying zoning district and PUD. It also identifies several departures from the standards of development in the City's zoning regulations that include:

- Clarifications of acceptable primary and secondary building materials

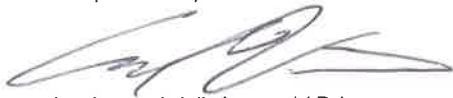
- 
- Minimum lot areas and setbacks
  - Buffer yards
  - Provisions for shared parking and reduced dimensions
  - Parking lot screening, interior and perimeter landscape areas
  - Provisions for shared open space
  - Site and architectural lighting
  - Permitted, accessory and conditional uses.

Site, building, landscaping, and related reviews will occur at a later date. A general development plan and conditions and restrictions (see attached) were part of the Plan Commission review of this request. The Commission voted to recommend that the rezone and Planned Unit Development be approved, including the aforementioned conditions and restrictions.

**Options/Alternatives:** Council has the discretion to modify the proposed Conditions and Restrictions as part of the approval of the Planned Unit Development.

---

Respectfully submitted:



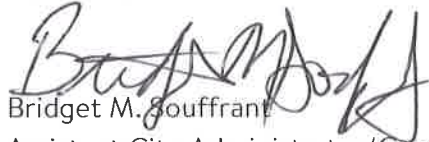
Andrew J. Vickers, MPA  
City Administrator

Prepared:



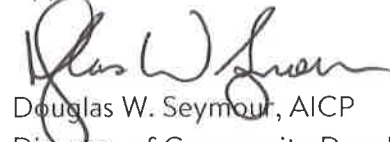
Kari Papelbon, AICP, CFM  
Planner

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

---

Attachments:

Ordinance 2964

Location Map

Hearing Notice

Creekside Crossing Marketplace - PUD

Plan Commission minutes

Draft Conditions and Restrictions

ORDINANCE NO. 2964

By: \_\_\_\_\_

AN ORDINANCE TO REZONE THE PROPERTIES AT 1920, 1900, 1850, 1848, 1816, 1800, 1750, AND 1700 W. DREXEL AVE. AND 7700 S. IKEA WAY TO B-6, INTERSTATE REGIONAL RETAIL DISTRICT PLANNED UNIT DEVELOPMENT (PUD)

(2<sup>nd</sup> Aldermanic District)

WHEREAS, WALDEN OC, LLC has applied for a rezoning of the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way to B-6, Interchange Regional Retail District Planned Unit Development (PUD).

WHEREAS, the properties are more precisely described as follows:

Lot 1 of Certified Survey Map No. 9152, recorded on August 7, 2019 as Document No. 10895711, being a division of Parcel 1 and part of Parcels 2 and 3 of Certified Survey Map No. 5590, Parcels 2 and 3 of Certified Survey Map No. 7331, part of Parcel 1 of Certified Survey Map No. 7331, Parcel 1 of Certified Survey Map No. 7375, Lot 2 of Certified Survey Map No. 8851 and lands, all being a part of the Northwest  $\frac{1}{4}$  and Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

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

WHEREAS, the Common Council held a public hearing on said application on February 17, 2020 at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing and with the 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 Planned Unit Development rezoning was approved; and

WHEREAS, the Plan Commission had recommended that the application be approved subject, however, to the imposition of certain conditions and restrictions upon the construction, location and operation of this Planned Unit Development and which conditions and restrictions are incorporated by reference into this ordinance; 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 Planned Unit Development rezoning was approved for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Planned Unit Development.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands hereinabove described are hereby rezoned to B-6, Interchange Regional Retail District Planned Unit Development (PUD), and the Zoning Map of Chapter 17 of the Municipal Code is amended to reflect the rezoning.

SECTION 2: The Planned Unit Development is subject to the aforementioned conditions and restrictions on the design, construction and operation of the B-6, Interchange Regional Retail District Planned Unit Development (PUD). The General Development Plan attached thereto as Exhibit A is hereby



approved. Any substantial changes to the General Development Plan shall be subject to approval by the Common Council and may require additional public hearings.

SECTION 3: 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 4: 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 5: 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 February, 2020.

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

Approved this 17th day of February, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

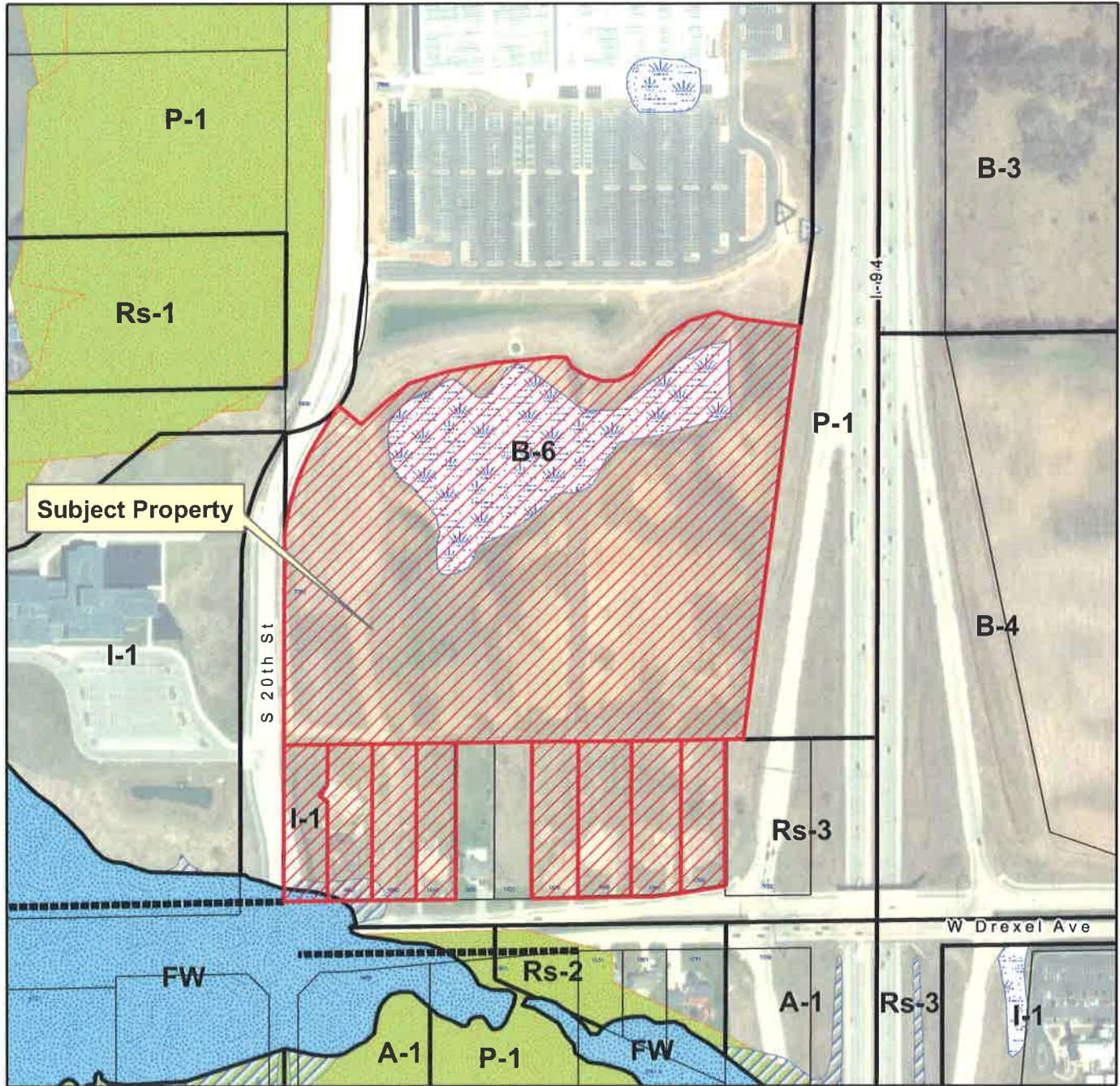
VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

# CREEKSIDE CROSSING MARKETPLACE - PUD

## General Development Plan



Location Map  
 7700 S Ikea Way  
 1920, 1900, 1850, 1848, 1800, 1750,  
 1816 W Drexel Ave



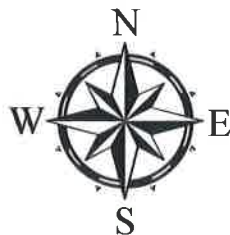
*This map is not a survey of the actual boundary of any property this map depicts*

**Legend**

-  Parcel selection 2
-  Officially Mapped Streets
-  Floodway (2008)
-  Flood Plain (2008)
-  Environmental Corridor
-  DNR Wetlands Inventory



**OAKCREEK**  
 — WISCONSIN —



Department of Community Development

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 Walden OC, LLC, to rezone to B-6, Interchange Regional Retail District and establish a Planned Unit Development on the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way.

**Hearing Date:** February 17, 2020  
**Time:** 7:00 PM  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** Walden OC, LLC  
**Property Owner(s):** Walden OC, LLC  
**Property Location(s):** 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave.  
and 7700 S. Ikea Way  
**Tax Key(s):** 784-9012-000, 784-9013-000, 784-9014-000, 784-9016-000, 784-9994-001, 784-9008-000, 784-9009-001, 7849010-001, 784-9024-000

**Legal Description:**

The Northeast ¼ of the Southeast ¼ of Section 7, Town 5 North, Range 22 East, in the City of Oak Certified Survey Map No. 7331, Parcel 1 of Certified Survey Map No. 7375, part of Parcel 1 of Certified Survey Map No. 7331 Lot 2 of Certified Survey Map No. 8851 and lands, all being a part of the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, which is bounded and described as follows:

COMMENCING at the Southwest corner of said 1/4 Section; thence North 00° 10' 44" East 415.00 feet to a point in the East line of South Ikea Way and the point of beginning of lands to be described; thence continuing North 00° 10' 44" East along said East line 478.61 feet to a point; thence Northeasterly 259.54 feet along said East line and an arc of a curve whose center lies to the Southeast, whose radius is 545.50 feet, and whose chord bears North 20° 40' 48" East 257.10 feet to a point; thence Northeasterly 52.60 feet along said East line and an arc of a curve whose center lies to the Northwest, whose radius is 331.66 feet and whose chord bears North 29° 45' 59" East 52.55 feet to a point; thence Northeasterly 7.48 feet along said East line and an arc of a curve whose center lies to the Northwest, whose radius is 159.48 feet, and whose chord bears North 40° 32' 42" East 7.48 feet to the Southwest corner of Lot 1 of Certified Survey Map No. 8851; thence South 50° 47' 55" East along the South line of said Lot 67.20 feet to a point; thence North 46° 58' 30" East along said South line 72.50 feet to a point; hence North 51° 44' 32" East along said South line 70.43 feet to a point; thence North 72° 59' 23" East along said South line 88.02 feet to a point; thence North 79° 13' 30" East along said South line 111.26 feet to a point; thence North 85° 23' 38" East along said South line 86.90 feet to a point; thence North 82° 11' 13" East along said South line 44.43 feet to a point; thence South 87° 35' 31" East along said South line 30.93 feet to a point; thence South 27° 19' 30" East along said South line 23.77 feet to a point; thence South 57° 38' 45" East along said South line 35.90 feet to a point; thence South 72° 20' 25" East along said South line 41.69 feet to a point; hence North 88° 10' 25" East along said South line 35.47 feet to a point; thence North 62° 58' 12" East along said South line 35.49 feet to a point; thence North 43° 51' 41" East along said South line 49.17 feet to a point; thence North 41° 56' 30" East along said South line 66.78 feet to a point; thence North 55° 55' 26" East along said South line 61.54 feet to a point; thence North 73° 37' 33" East along said South line 67.23 feet to a point; thence South 72° 03' 08" East along said South line 47.46 feet to a point; thence South 82° 18' 23" East along said South line 139.86 feet to a point in the West line of Interstate Highway 94; thence South 07° 41' 37" West along said West line 944.62 feet to a point; thence South 89° 18' 02" West along said West line 40.44 feet to a point; thence South 00° 09' 35" West along said West line 332.60 feet to a point in the North line of West Drexel Avenue; thence South 80° 12' 18" West along said North line 101.52 feet to a point; thence South 83° 47' 38" West along said North line 66.06 feet to a point; thence South 89° 18' 02" West along said North line 271.34 feet to the Southeast

corner of Parcel 3 in Certified Survey Map No. 7375; thence North 00° 09' 35" East along the East line of said Map 354.99 feet to the Northeast corner of said Map; thence South 89° 18' 02" West along the North line of said Map 172.00 feet to the Northwest corner of Parcel 2 of said Certified Survey No. 7375; thence South 00° 09' 35" West along the West line of said Parcel 354.99 feet to a point in the North line of West Drexel Avenue; thence South 89° 18' 02" West along said North line 288.89 feet the Southeast corner of Parcel 1 of Certified Survey Map No. 7331; thence North 00° 10' 44" East 24.00 feet to a point; thence North 65° 30' 21" West 21.17 feet to a point; thence North 38° 43' 50" West 31.80 feet to a point; thence Northwesterly 90.45 feet along an arc of a curve whose center lies to the Southwest, whose radius is 645.00 feet and whose chord bears North 10° 00' 09" West 90.38 feet to a point; thence North 14° 01' 11" West 92.42 feet to a point; thence North 00° 10' 44" East 117.78 feet to a point; thence South 89° 18' 02" West 22.08 feet to the point of beginning.

Said land contains 1,198,892 square feet or 27.5228 acres.

The Common Council has scheduled other public hearings for February 17, 2020 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: January 15, 2020  
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 6<sup>th</sup> Street, Oak Creek, Wisconsin 53154.

# CREEKSIDE CROSSING MARKETPLACE - PUD



## 1.0 Introduction

The following statement has been prepared for the PUD for the overall development currently known as Creekside Crossing Marketplace and shown on the accompanying General Development Plan (GDP).

The purpose of this statement is to set forth the relationship of the proposed PUD with the City's comprehensive plan and to outline the goals and requirements for the development of the sites shown on the attached GDP.

The development encompasses +/- 27 acres of land located on the north side of West Drexel Avenue. South Ikea Way creates the site boundary to the west and Interstate Highway I-94 to the east. The recently completed and open destination retail building IKEA is situated directly to the north of the development with a large natural wetland area between the two areas. Creekside Crossing Marketplace is projected to have primarily commercial, mixed-use residential and compatible uses.

The City's 2040 Comprehensive Plan designates Creekside Crossing Marketplace with a "mixed use" land designation. Mixed Use is meant for properties that have "multiple, distinct uses stacked vertically within the same structure" and/or "horizontal mixed use developments within Planned Unit Developments." The text of the Plan specifically calls out Creekside Crossing Marketplace as appropriate for a "range of housing types and supporting commercial uses" including office development.

Creekside Crossing Marketplace is projected to include structures and site improvements costing not less than \$50 million. While individual development sites may be sold or leased to end users, Walden OC, LLC is intended to retain ownership interests in a majority of the overall development.

Walden OC, LLC also will record a declaration of covenants, conditions and restrictions with the Milwaukee County Register of Deeds to provide additional controls over the entire development. Construction is expected to commence in spring of 2020 and to continue over several years.

## 1.1 General Development Plan and Zoning

A General Development Plan (GDP) showing the intended development boundaries and uses is attached. The nine (9) existing parcels of the development are zoned B-6 (Interchange Regional Retail). The GDP depicts the overall development as four (4) development areas which may be further subdivided to accommodate different uses. This PUD application is requesting approval of a PUD overlay for all of the subject land, with each site retaining B-6 as the base, underlying zoning designation. The GDP excludes two (2) existing single-family lots along Drexel Avenue which are not owned by Walden OC, LLC. The development sites are designed to accommodate a variety of small to large building sizes with configuration maximizing visibility along the Interstate, Drexel Avenue, and Ikea Way. The provisions of this statement shall supersede the provisions of any ordinance, code, or regulation of the City, which may be in conflict with the provisions of this statement. Unless a standard of the City's Municipal Code is altered as part of this statement then the City's Ordinance Municipal Code shall apply.

## 1.2 Public Improvements

Proposed public improvements include public road, water and sanitary sewer main extensions to service the development sites throughout the GDP. Off-site improvements may include access modifications to both West Drexel Avenue and South Ikea Way to accommodate the projected traffic generation from the development.

# CREEKSIDE CROSSING MARKETPLACE - PUD

## 1.3 Development Features

General landscape and lighting requirements shall follow standards established by the Municipal Code, except as modified in this statement. Pedestrian circulation includes a combination of sidewalks, plaza spaces, and trail networks that link to existing infrastructure along West Drexel Avenue and South Ikea Way. Vehicular access throughout the development will be provided by common roads leading to surface parking lots on each parcel. Shared parking is encouraged as part of this development. Parking lot geometry will generally comply with City of Oak Creek requirements. Storm water management will be accomplished by four (4) facilities (two in the south and two in the north). An existing wetland complex is located in the northern portion of the GDP. Wetland fill permits for other wetlands on site have already been obtained.

## 2.0 General Building Design Guidelines

The following offers a general explanation of building design guidelines promoting a walkable urban development.

Implementation of a cohesive architectural composition ensures that buildings harmonize with each other, create a uniform neighborhood design language, and provide understandable architecture without limiting individual building expression and style.

Visually interesting building facades and four-sided architecture appeal to the general public and can enhance the pedestrian experience with the potential to increase nearby property values. A timeless design aesthetic should be demonstrated for all building typologies.

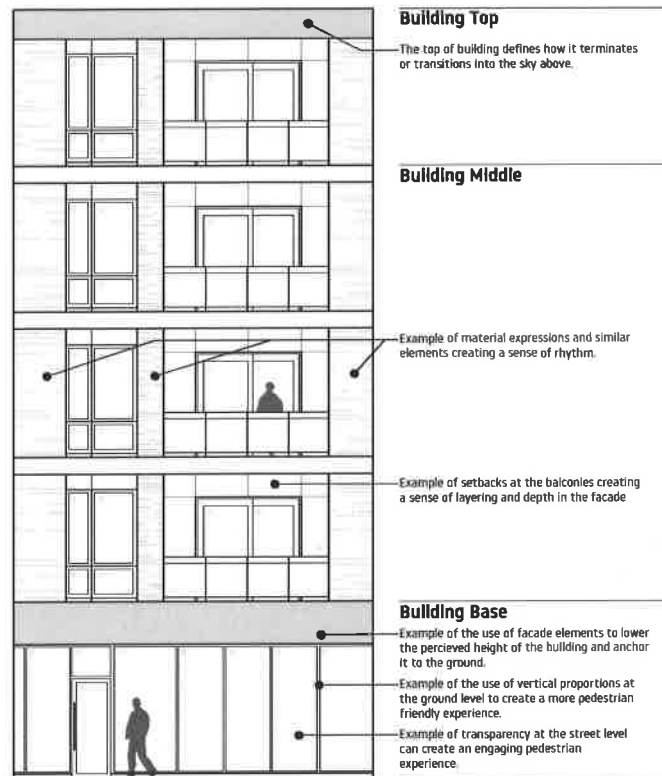
## 2.1 Building Facade Composition

### Building Base

The base of a building facade anchors it to the ground and is the closest interface between the pedestrian and the building. The base elements of proposed buildings should be highly articulated, scaled to relate to the pedestrian experience, utilize high quality materials, and be transparent through the use of glazing wherever possible.

### Rhythm

Rhythm refers to a repetitive pattern or recurrence of building elements along the facade. These patterns are often linked to structural bays or reflect programmatic



Example of successful building material composition.

elements with end conditions given special treatment. Rhythmic elements can provide the backbone for architectural expression or identity: the repetition providing a unifying feature for the facade.

### Scale

Buildings are experienced from a variety of distances and thus the compositional building elements (entries, windows, structural bays, roof elements, etc) should use sizes and shapes that are distinguishable from both near and far. Overall building height and massing should fit within the scale and character of the development as a whole.

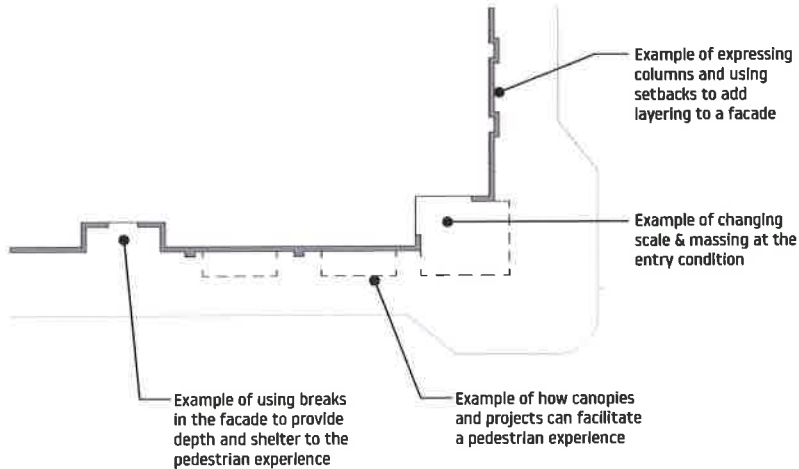
### Height

Building height shall comply with the City of Oak Creek zoning ordinances for a B-6 Interchange Regional Retail District.

### Massing

Building massing should provide visual richness and a pleasant, human scale. Large buildings should consider a hierarchy of masses and forms that break down the building scale rather than a single mass. Techniques for accomplishing these goals include the use of distinct

# CREEKSIDE CROSSING MARKETPLACE - PUD



Example of facade setbacks and articulation.



building components, variation of roof form, or intentional placement of projections or recesses. Massing should consider the principles of rhythm and scale to avoid excessive changes in form or disharmonious street facades.

## Proportion

Proportional harmonies in building massing and building elements should be considered in order to produce visual harmony throughout the building facade. It should be noted that streetfront building elements have typically used vertical, as opposed to horizontal, proportions as it has traditionally seemed to offer a more pedestrian-friendly experience.

## Layering

Building facades with layering and depth are important for creating the visual scales and pedestrian experiences intended in the Creekside Crossing Marketplace development. Techniques for avoiding "flat" facades include the following: the setting back of windows behind the plane of the main facade; the use of window sills, awnings, canopies; the extension of roof eaves; the expression of columns through arcades or changes in plane.

## Freestanding Commercial and other unique buildings

Buildings shall be designed as four-sided architecture with recommended high quality and finish-grade materials used consistently on all facades. Other materials such as precast concrete, decorative concrete block or decorative facade panels may be appropriate if properly detailed and integrated with the architecture. Metal and finished wood may be used as accents, but should not be the primary material for any facade.

## 2.2 Building Materials

Varied materiality should be incorporated within the architectural styles in Creekside Crossing Marketplace. Materials (and their colors) should possess a timeless aesthetic. They should be complementary to each other and should be considered for their high quality and sustainable attributes.

### Quality

It is required to select high quality materials of enduring quality as much as possible. The following guidelines describe levels of quality and locations of appropriate building materials.

### Examples of High Quality Materials

- Brick
- Stone
- Cultured Stone
- Wood
- Fiber cement
- Fine plaster stucco
- High Quality Commercial Grade Metal Panel systems
- Rainscreen systems
- Innovative recycled materials and technologies
- Terracotta
- Photovoltaic integrated systems

### Examples of Lower Quality Materials

- EIFS (Exterior Insulation and Finish Systems)
- Utility grade materials
- Low quality corrugated metals
- Low quality lumber
- Low quality glazing
- Vinyl or aluminum lap siding



# CREEKSIDE CROSSING MARKETPLACE - PUD



Example of successful exterior material integration

## Material Location

Materials are encouraged to be creatively integrated into building facades. This statement does not place outright restrictions of particular materials, but does provide guidelines for the locations of higher and lower quality materials. Proposed buildings will be critically reviewed for material uses and composition.

High quality materials should take precedence along main roadways, public access routes, and any other frontages that will be in direct contact with the public realm.

Lower quality materials should not be used on the building at street level. Certain decorative materials may be integrated along the base of the building as accents but they are not recommended as the dominant facade material on the entire building. Utility-grade materials should only be used on facades of the building not visible from publicly-accessible areas.

## Acceptable Primary Building Materials

Primary materials are those that make up at least 70% of the solid (non-window) portion of any elevation.

- Brick (natural color preferred, painted brick not allowed)
- Stone (natural colors preferred)
- Burnished Block (split-face preferred, variety of colors acceptable)
- Cedar siding or cement board siding (when used in conjunction with brick or other acceptable masonry)
- High Quality Commercial Grade Metal Panel Systems

## Acceptable Secondary & Accent Building Materials

Accents & Secondary materials are those that make up less than 30% of the solid (non-window) portion of any elevation.

- Architectural Metal Panel (variety of colors and patterns acceptable)
- Wood (variety of styles and species acceptable)
- Stucco or EIFS (variety of colors and styles acceptable)
- Concrete (variety of colors and textures acceptable)
- Fritted Glazing (variety of patterns acceptable)
- Translucent Materials (variety of styles acceptable)

## RINKA+ 2.3 Signage

Building signage should enhance and fit well within the character of each building and the development as a whole. Signage for the PUD shall comply with applicable City of Oak Creek ordinances.

# CREEKSIDE CROSSING MARKETPLACE - PUD

## 3.0 General Site Design Guidelines

Coordinated landscaping, signage, lighting, walkways and streetscapes establish the identity of a unified neighborhood. Thoughtfully integrated site circulation solutions shall be implemented to promote an urban connected experience. The following site design guidelines are proposed:

Prioritization of the pedestrian experience by implementing pedestrian friendly design elements

Connection of key pedestrian destinations such as plazas, parks, and entertainment/commercial amenities

Vehicular traffic calming at intersections to give pedestrians a safe experience

Parking areas shall be designed to have minimal impact on pedestrian movements and views

Trash, loading, and utility areas should be screened to be out of public view, except that an overhead door for any underground parking may face a public right of way

Reinforcement of the urban street edge in the form of landscaping or decorative boundary elements shall be implemented to enhance the pedestrian experience and emphasize a community territory

## 3.1 Minimum Lot Area & Setbacks

### Minimum Lot Area & Width

The minimum lot areas and width shall be as designated in the B-6 District.

### Building Setback

The building setbacks shall be as designated in the B-6 District.

## 3.2 Parking

### Circulation

Vehicular access between adjacent lots should occur when possible, eliminating the need to return to roads when visiting multiple adjacent sites.

Pedestrian walks should be incorporated into all site plans. Walks should be at least 5 feet in width along the public edges of the development. Walkways should be encouraged between parking areas and buildings; between adjacent sites; and within large parking areas.

Drive aisles along east property line shall include no minimum setback distance.

### Parking

When possible, parking areas should be shared by adjacent lots to eliminate unnecessary parking stalls and impervious surfaces.

Permeable paving is encouraged for parking areas.

The overall development will include a variety of different uses with differing parking demands. To better understand actual parking supply needs, and as to not provide an over-supply of parking, an overall parking study (based upon ITE best practices) shall be completed to quantify overall parking recommendations. As part of the individual parcel development, the developer shall include a statement and information to substantiate the number of parking spaces as it relates to the overall parking study.

Compact parking spaces requirements shall be as designated in the B-6 District.

Parking lots shall include no minimum side/rear setback space in order to provide seamless (shared) parking fields for between lots (unless abutting a public right-of way). Parking lots shall have a minimum average 5' setback from public rights-of-way.

Unless otherwise indicated in this statement, landscaping, outdoor lighting, and fencing shall comply with City of Oak Creek zoning code.

# CREEKSIDE CROSSING MARKETPLACE - PUD

---

## 3.3 Landscape

Future individual developments are required to submit specific landscape plans for City approval. Unless otherwise stated below, all landscaping shall comply with City of Oak Creek Zoning Code.

### **Parking Lot Screening:**

Parking lot screening shall be as designated in the B-6 District.

### **Interior Landscape Area:**

Interior landscape area requirements shall be as designated in the B-6 District.

### **Perimeter Landscape Area:**

Perimeter landscape area requirements shall be as designated in the B-6 District.

### **Landscaping adjacent to buildings:**

Buffer Yards shall be created and maintained as designated in the B-6 District.

All exterior appurtenances (such as HVAC units, utility boxes, standpipes and other above grade utility features) should be screened from view using either a decorative screen fence, which aesthetically relates to the building architecture, or evergreen plant material. The screen material should be located within 10 ft. of the item(s) being screened.

### **Open Space**

A minimum of 30% open space shall be maintained on a district-wide basis through the entire Creekside Crossing Marketplace development. This open space shall be accomplished through a combination of different existing natural areas and proposed impervious areas. The primary open space is the existing wetland area in the northern portion of the site.

## 3.4 Lighting Standards

Exterior lighting is accommodated in two forms: site lighting and building lighting. Site lighting includes fixtures along all streets as well as parking lots and drives.

### **Site Lighting:**

Lighting design shall address sensitivities to neighboring land uses as well as transportation corridors. Lighting should provide a safe and inviting environment for users. A combination of pedestrian and vehicular scaled lighting should be incorporated throughout the development site. Site lighting for all future developments shall comply with the Municipal Code.

Limits on height: 18 feet-30 feet maximum height for parking lots; and a height limit of 35 feet for the interior roadways.

### **Building Lighting:**

Appropriate illumination of a building and adjacent spaces can emphasize building elements and spaces, while creating a sense of security and intimacy. The use of several types of lighting are encouraged to maintain activity spaces into the night.

Storefronts should be illuminated allowing light to softly illuminate adjacent walkways and spaces. Wall-mounted and ground light fixtures should be used to highlight architectural elements and enliven facades. These can also illuminate community areas adjacent to the building. All lighting, including external lighting, of signage should be a consistent color per development site.

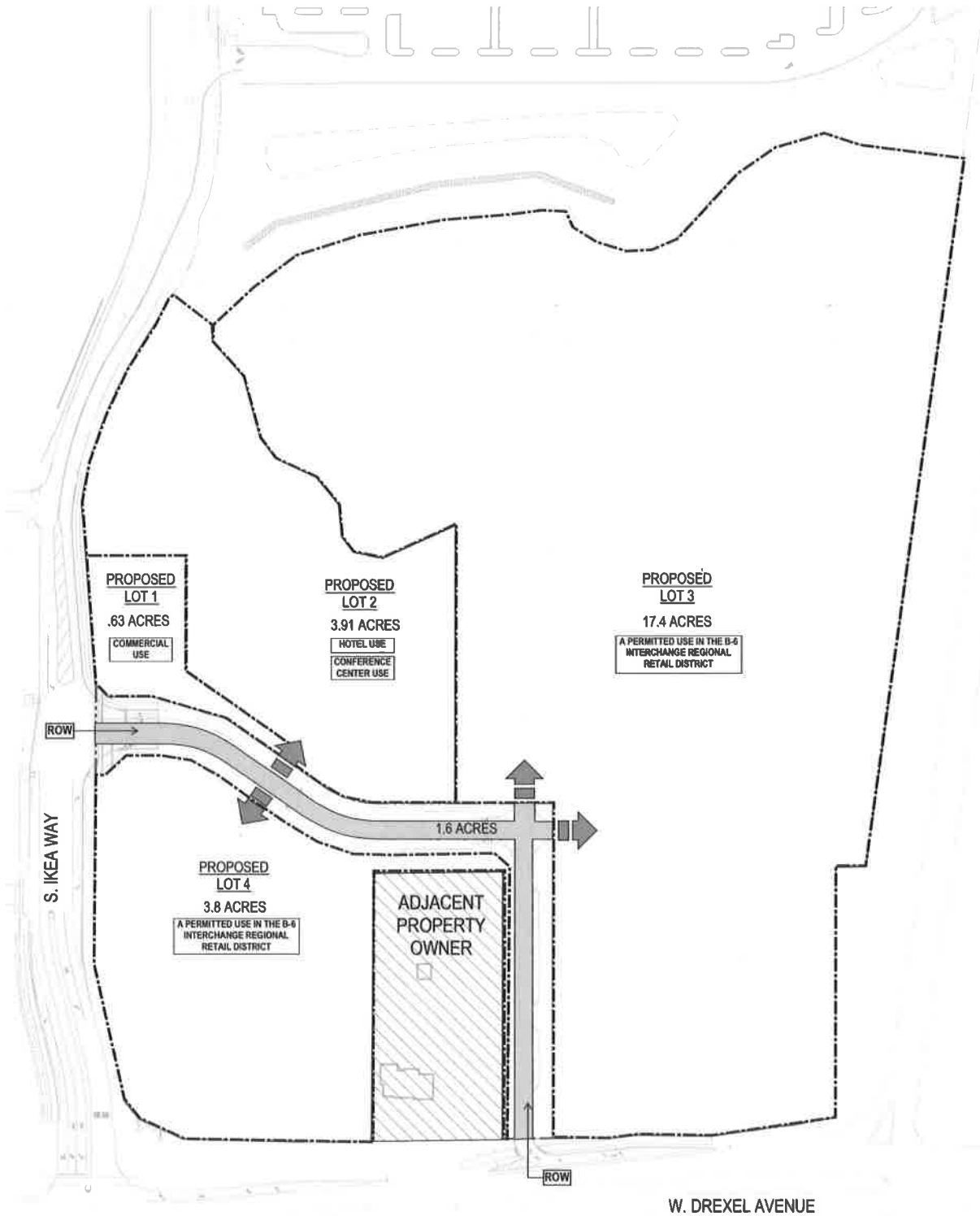
Lighting fixtures should conceal the light source and provide diffused or soft reflected light. All lighting fixtures should be selected to avoid negative impacts on neighboring properties.

## 3.5 Permitted Uses

The permitted uses shall be as designated in the B-6 District.

# CREEKSIDE CROSSING MARKETPLACE - PUD

## General Development Plan



**EXCERPTED MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, DECEMBER 10, 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 Siefert and Commissioner Chandler. Also present: Kari Papelbon, Planner; Doug Seymour, Director of Community Development; and Laurie Miller, Zoning Administrator.

**Minutes of the November 12, 2019 meeting**

Commissioner Siefert moved to approve the minutes of the November 12, 2019 meeting. Commissioner Chandler seconded. On roll call: all voted aye.

**REZONE/PLANNED UNIT DEVELOPMENT  
CREEKSIDE CROSSING**

**1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way  
TAX KEY NO. 784-9012-000, 784-9013-000, 784-9014-000, 784-9016-000, 784-9994-001, 784-9008-000, 784-9009-001, 784-9010-001, 784-9024-000**

Director Seymour provided an overview of the request to rezone the property at 1920 W. Drexel Ave. to B-6, Interchange Regional Retail District, and to establish a Planned Unit Development for the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way (see staff report for details).

Mayor Bukiewicz agreed with Director Seymour that this is a very exciting announcement. Mayor Bukiewicz also believes people have been looking forward to that announcement for a long time.

Commissioner Siefert moved that the Plan Commission recommends to the Council that the property at 1920 W. Drexel Ave. be rezoned to B-6, Interchange Regional Retail District, and that a Planned Unit Development be established for the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way after a public hearing. Commissioner Oldani seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Hanna seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 8:00 p.m.

ATTEST:

  
\_\_\_\_\_  
Douglas Seymour, Plan Commission Secretary

1-14-20  
\_\_\_\_\_  
Date

**EXCERPTED MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, January 14, 2020**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Sullivan, Commissioner Carrillo, Alderman Loreck, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldani, Commissioner Siefert and Commissioner Chandler. Commissioner Hanna was excused. Alderman Guzikowski left during presentation of item 6e. Also present: Kari Papelbon, Planner; Laurie Miller, Zoning Administrator, and Doug Seymour, Director of Community Development.

**Minutes of the December 10, 2019 meeting**

Commissioner Siefert moved to approve the minutes of the December 10, 2019 meeting. Commissioner Chandler seconded. On roll call: all voted aye, except Commissioner Sullivan, who abstained.

**CONDITIONS AND RESTRICTIONS**

**WALDEN OC, LLC**

**1920, 1900, 1850, 1848, 1816, 1800, 1750, & 1700 W. DREXEL AVE. AND 7700 S. IKEA WAY  
TAX KEY NOS. 784-9012-000, 784-9013-000, 784-9014-000, 784-9016-000, 784-9994-0001,  
784-9008-000, 784-9009-001, 784-9010-001, AND 784-9024-000**

Planner Papelbon provided an overview of the draft Conditions and Restrictions for a mixed use Planned Unit Development (PUD) on the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way (see staff report for details).

Commissioner Siefert inquired what the difference is between compact vehicles and standard cars.

Planner Papelbon explained that it allows the parking stall to be shortened from 9' x 18' to 9' x 15.'

Alderman Loreck asked if the "no direct vehicular access" to Ikea Way and Drexel Avenue would exclude the roads that are being put in or just put in.

Planner Papelbon confirmed those two access points have already been approved.

Alderman Loreck asked if the entrance from Drexel Avenue is one-way.

Planner Papelbon confirmed.

Alderman Loreck asked to confirm that if the Traffic Impact Analysis has already been done.

Staff nodded in agreement.

Commissioner Chandler inquired if there would be any restrictions on shops or items for sale that need to be identified, given this developments proximity to Drexel Town Square.

Planner Papelbon clarified there has not been any restrictions identified in the conditions and restrictions.

Mayor Bukiewicz asked if the Plan Commission is at the point to start putting conditions and restrictions in for charging stations for cars.

Planner Papelbon stated the City allowed it as part of the site plan review for Ikea, but it is not part of the Conditional Use Permit requirement.

Mayor Bukiewicz asked Planner Papelbon to talk about the Creekside Crossing PUD.

Planner Papelbon explained the areas are highlighted to identify where there were some slight deviations in the Conditions and Restrictions from that in the submitted text. Staff has been working with the applicants to incorporate those. After the Conditions and Restrictions are proposed and approved by the Common Council, staff will ask that the document be updated so the documents match.

Commissioner Oldani moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Planned Unit Development submitted by Walden OC, LLC, for the properties at 1920, 1900, 1850, 1848, 1816, 1800, 1750, and 1700 W. Drexel Ave. and 7700 S. Ikea Way after a public hearing. Commissioner Siepert seconded. On roll call: all voted aye. Commissioner Carrillo's vote was inaudible.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Siepert seconded. On roll call: all voted aye. Alderman Guzikowski left before votes were cast for adjournment. Motion carried. The meeting was adjourned at 9:12p.m.

ATTEST:

  
\_\_\_\_\_  
Douglas Seymour, Plan Commission Secretary

2-11-20 \_\_\_\_\_  
Date

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

**Applicant:** Walden OC, LLC

**Property Address(es):** 1920, 1900, 1850, 1848, 1816,  
1800, 1750, & 1700 W. Drexel Ave.,  
and 7700 S. Ikea Way

**Approved by Plan Commission:** 1-14-20

**Approved by Common Council:** TBD  
(Ord. #2964)

**Tax Key Number(s):** 784-9012-000, 784-9013-000, 784-9014-000, 784-9016-000, 784-9994-001,  
784-9008-000, 784-9009-001, 7849010-001, 784-9024-000

**1. LEGAL DESCRIPTION**

Lot 1 of Certified Survey Map No. 9152, recorded on August 7, 2019 as Document No. 10895711, being a division of Parcel 1 and part of Parcels 2 and 3 of Certified Survey Map No. 5590, Parcels 2 and 3 of Certified Survey Map No. 7331, part of Parcel 1 of Certified Survey Map No. 7331, Parcel 1 of Certified Survey Map No. 7375, Lot 2 of Certified Survey Map No. 8851 and lands, all being a part of the Northwest  $\frac{1}{4}$  and Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

**2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS**

A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect.

B. A precise detailed site plan for each area affected by the Planned Unit Development shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

**1) General Development Plan**

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

**2) Landscape Plan**

- a) Screening plan, including parking lot screening/berming
- b) Number, initial & mature sizes, and types of plantings
- c) Percentage open/green space

**3) Building Plan**

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

**4) Lighting Plan**

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

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

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

**6) Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
  - c) Materials of construction
  - d) Materials to be stored (interior & exterior)

C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of



a building permit.

- D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.
- E. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements (e.g., Creekside Crossing Circle, etc.) required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- G. All future land divisions shall follow subdivision plat and/or certified survey map procedures. If required by the Common Council, a development agreement shall be completed between the owner and the City prior to approval of said land division document to ensure the construction/installation of public improvements required in these Conditions and Restrictions, Chapter 14 (as amended), and all other applicable Sections of the Municipal Code (as amended).
- H. Prior to the issuance of any permits for any portion of the development, the Applicant/landowner shall submit all City-approved Certified Survey Maps for recording.
- I. A Master Landscaping Plan for the overall development shall be submitted to the Plan Commission for approval prior to the review of any project within the Planned Unit Development. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit. Landscaping, in accordance with the approved plan, shall be installed for each phase prior to the issuance of occupancy permits for that phase.

### 3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed within this planned unit development shall be limited to those allowed by the B-6, Interchange Regional Retail zoning district, these Conditions and Restrictions, and all applicable Sections of the Municipal Code (as amended).
- B. A minimum of 30% of the entire land area included in this Planned Unit Development shall be set aside as open space (excluding all impervious areas).
- C. All structures shall be constructed in conformance with the Creekside Crossing Marketplace PUD in Exhibit A and the following:
  - 1. Use of spandrel glass shall require Plan Commission approval as part of reviews for architectural and building plans.
  - 2. Secondary materials may be used as accents comprising no more than 25% of the visible perimeter of a building. The Plan Commission may approve of the use of secondary materials up to a maximum of 30% of any elevation of any building as part of reviews for architectural and building plans.
- D. Signage for the development shall be in conformance with Sections 17.0316 and all other applicable

Sections of the Municipal Code.

- E. A Master Sign Plan for all development signs and Master Sign Plans for each multitenant building (3 or more tenant spaces) shall be submitted for review and approval by the Plan Commission prior to submission of sign permit applications.
- F. Solid waste collection and recycling shall be the responsibility of the owner. All solid waste and recycling collection units shall be screened and sited in conformance with Municipal Code requirements.
- G. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).
- H. The owner and operator of the Planned Unit Development shall enter into an agreement with the City for the design, construction, and maintenance of a public trail as depicted on the General Development Plan and included in the development agreement referred to in Item 2E of these conditions and restrictions prior to the issuance of occupancy permits for any phase of the development.

#### 4. PARKING AND ACCESS

- A. Required roadway improvements and modifications identified in the existing Traffic Impact Analysis (TIA) shall be the responsibility of the property owner, unless otherwise provided for by other executed agreements.
- B. Parking for this development shall be provided in accordance with all applicable Sections of the Municipal Code, the Creekside Crossing Marketplace PUD in Exhibit A, and the following:
  - 1. The Plan Commission may approve a reduction in parking stall dimensions for compact vehicles (9' x 15') as part of site plan review, up to a maximum of 15% of the total required parking for the parcel and/or proposal.
  - 2. Parking lots shall have a minimum 5-foot setback from all public rights-of-way, and shall include landscaping and screening approved by the Plan Commission. The Plan Commission may modify the minimum parking setback on a site-specific basis by a  $\frac{3}{4}$  majority vote of those Commissioners present at a meeting, but only if deemed consistent with an approved-Master Landscaping Plan.
  - 3. Perimeter landscaping areas, where required as part of the Master Landscape Plan and individual site landscaping plans shall be a minimum of 5 feet wide, unless otherwise modified by the Plan Commission by a  $\frac{3}{4}$  majority vote of those Commissioners present at a meeting, but only if deemed consistent with an approved-Master Landscaping Plan.
- C. There shall be no direct vehicular access to S. Ikea Way or W. Drexel Avenue where prohibited. One additional access point onto Ikea Way may be permitted north of its intersection with Creekside Crossing Circle provided that its location and design receive approval by the Plan Commission and City Engineer.

#### 5. LIGHTING

- A. All plans for new outdoor lighting shall be reviewed and approved by the Plan Commission and Electrical Inspector in accordance with Sections 17.0316 and 17.0808 of the Municipal Code (as amended).

- B. Pole heights shall be limited to 25 feet within 100 feet of a residential zoning district line, and shall not be located within any buffer yard.
- C. Pole type, color, height, and placement in public rights-of-way shall be in accordance with all applicable requirements of the Municipal Code.
- D. Fixture type and color on light poles in public rights-of-way shall be in accordance with all applicable requirements of the Municipal Code.

6. BUILDING AND PARKING SETBACKS

|                              | Front and Public ROW Setback | Rear Setback | Side Setback |
|------------------------------|------------------------------|--------------|--------------|
| Principal Detached Structure | 20 ft                        | 10 ft        | 5 ft         |
| Principal Attached Structure | 20 ft                        | 10 ft        | 0 ft         |
| Accessory Structure*         | 20 ft                        | 10 ft        | 5 ft         |
| Off-street Parking**         | 5 ft                         | 5 ft         | 0 ft         |

*\*No accessory structures shall be permitted in the front yard nor shall any structures be permitted in required buffer yards. Trash enclosures shall be sited in conformance with Sec. 17.1010(e) as amended.*

*\*\*The Plan Commission may modify the parking setback per Section 4(B)(2) above.*

7. TIME OF COMPLIANCE

The operator of the Planned Unit Development shall commence work in accordance with these Conditions and Restrictions within twelve (12) months from the date of adoption of the ordinance authorizing this Planned Unit Development. This Planned Unit Development approval shall expire within twelve (12) months after the date of adoption of the ordinance if a building permit has not been issued for this use. The applicant shall re-apply for Planned Unit Development approval prior to recommencing work or construction.

8. OTHER REGULATIONS

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

9. VIOLATIONS & PENALTIES

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

10. REVOCATION

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

11. ACKNOWLEDGEMENT

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

\_\_\_\_\_  
Owner / Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(please print name)

DRAFT

**EXHIBIT A:**  
**CREEKSIDE CROSSING MARKETPLACE PUD**

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

# CREEKSIDING CROSSING MARKETPLACE - PUD



## 1.0 Introduction

The following statement has been prepared in accordance with Section 17.0325(d)(2)(a) of the City Municipal Code to create a Planned Unit Development Overlay District for the overall development currently known as Creekside Crossing Marketplace and shown on the accompanying General Development Plan (GDP).

The purpose of this statement is to set forth the relationship of the proposed PUD with the City's comprehensive plan and to outline the goals and requirements for the development of the sites shown on the attached GDP. Any PUD overlay ordinance adopted by the City Common Council will modify the standards in the underlying B-6 Interchange Regional Retail District and other referenced provisions of the City Municipal Code as applied to the Creekside Crossing Marketplace.

The development encompasses +/- 27 acres of land located on the north side of West Drexel Avenue. South Ikea Way creates the site boundary to the west and Interstate Highway I-94 to the east. The recently completed and open destination retail building IKEA is situated directly to the north of the development with a large natural wetland area between the two areas. Creekside Crossing Marketplace is projected to have primarily commercial, mixed-use residential and compatible uses.

The City's current and 2040 Comprehensive Plans designate Creekside Crossing Marketplace with a "mixed use" land designation. Mixed Use is meant for properties that have "multiple, distinct uses stacked vertically within the same structure" and/or "horizontal mixed use developments within Planned Unit Developments." The text of the Plan specifically calls out Creekside Crossing Marketplace as appropriate for a "range of housing types and supporting commercial uses" including office development.

Creekside Crossing Marketplace is projected to include structures and site improvements costing not less than \$50 million. While individual development sites may be sold or leased to end users, Walden OC, LLC is intended to retain ownership interests in a majority of the overall development. Walden OC, LLC also will record a declaration of covenants, conditions and restrictions with the Milwaukee County Register of Deeds to provide additional controls over the entire development. Construction is expected to commence in spring of 2020 and to continue over several years.

## 1.1 General Development Plan and Zoning

A General Development Plan (GDP) showing the intended development boundaries and uses is attached. The nine (9) existing parcels of the development are zoned B-6 (Interchange Regional Retail). The GDP depicts the overall development as four (4) development areas which may be further subdivided to accommodate different uses. This PUD application is requesting approval of a PUD overlay for all of the subject land, with each site retaining B-6 as the base, underlying zoning designation. The GDP excludes two (2) existing single-family lots along Drexel Avenue which are not owned by Walden OC, LLC. The development sites are designed to accommodate a variety of small to large building sizes with configuration maximizing visibility along the Interstate, Drexel Avenue, and Ikea Way. The provisions of any PUD overlay ordinance adopted by the City Common Council shall supersede the provisions of any ordinance, code, or regulation of the City, which may be in conflict with the provisions of such PUD overlay ordinance. Specifically, the provisions of any adopted PUD overlay ordinance shall supersede Subsections 17.0316(e), (g), (l)(1) and (m) and Section 17.1009 of the City Municipal Code for Creekside Crossing Marketplace. Unless a standard of the City's Municipal Code is altered as part of the adopted PUD overlay ordinance, then the City's Ordinance Municipal Code shall apply to Creekside Crossing Marketplace.

# CREEKSIDE CROSSING MARKETPLACE - PUD

## 1.2 Public Improvements

Proposed public improvements include public road, water and sanitary sewer main extensions to service the development sites throughout the GDP. Off-site improvements may include access modifications to both West Drexel Avenue and South Ikea Way to accommodate the projected traffic generation from the development.

## 1.3 Development Features

General landscape and lighting requirements shall follow standards established by the Municipal Code, except as modified in the adopted PUD overlay ordinance. Pedestrian circulation includes a combination of sidewalks, plaza spaces, and trail networks that link to existing infrastructure along West Drexel Avenue and South Ikea Way. Vehicular access throughout the development will be provided by common roads leading to surface parking lots on each parcel. Shared parking is encouraged as part of Creekside Crossing Marketplace. Parking lot geometry will generally comply with City of Oak Creek requirements. Storm water management will be accomplished by four (4) regional facilities (two in the south and two in the north). An existing wetland complex is located in the northern portion of the GDP. Wetland fill permits for other wetlands on site have already been obtained.

## 2.0 General Building Design Guidelines

The following offers a general explanation of building design guidelines promoting a walkable urban development.

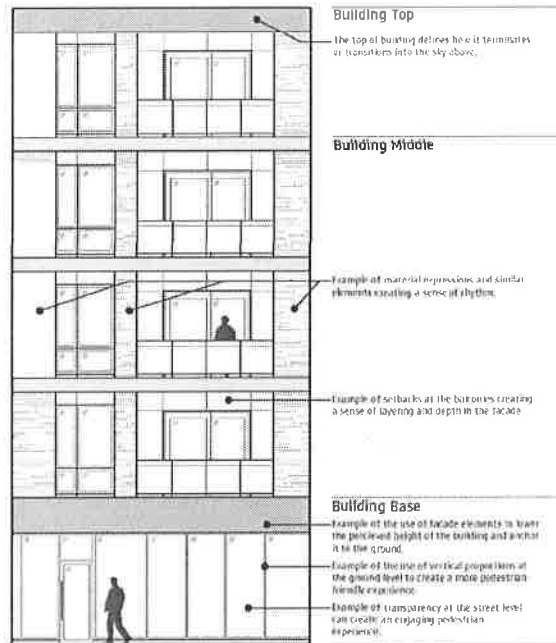
Implementation of a cohesive architectural composition ensures that buildings harmonize with each other, create a uniform neighborhood design language, and provide understandable architecture without limiting individual building expression and style.

Visually interesting building facades and four-sided architecture appeal to the general public and can enhance the pedestrian experience with the potential to increase nearby property values. A timeless design aesthetic should be demonstrated for all building typologies.

### 2.1 Building Facade Composition

#### Building Base

The base of a building facade anchors it to the ground and is the closest interface between the pedestrian and the



Example of successful building material composition.

building. The base elements of proposed buildings should be highly articulated, scaled to relate to the pedestrian experience, utilize high quality materials, and be transparent through the use of glazing wherever possible. At least 60 percent of all glazing shall be clear, provided that spandrel glazing and glazing covered by signs or graphics may be used to screen the view of any "back of house" functional spaces.

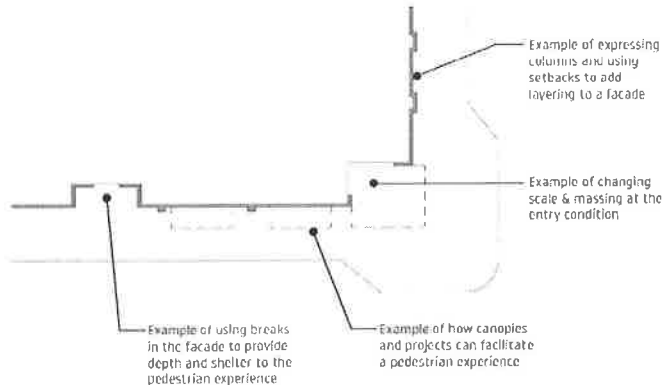
#### Rhythm

Rhythm refers to a repetitive pattern or recurrence of building elements along the facade. These patterns are often linked to structural bays or reflect programmatic elements with end conditions given special treatment. Rhythmic elements can provide the backbone for architectural expression or identity; the repetition providing a unifying feature for the facade.

#### Scale

Buildings are experienced from a variety of distances and thus the compositional building elements (entries, windows, structural bays, roof elements, etc) should use sizes and shapes that are distinguishable from both near and far. Overall building height and massing should fit within the scale and character of the development as a whole.

# CREEKSIDE CROSSING MARKETPLACE - PUD



Example of facade setbacks and articulation.



Example of a successful streetscape.

## Height

Building height shall comply with the City of Oak Creek zoning ordinances for a B-6 Interchange Regional Retail District.

## Massing

Building massing should provide visual richness and a pleasant, human scale. Large buildings should consider a hierarchy of masses and forms that break down the building scale rather than a single mass. Techniques for accomplishing these goals include the use of distinct building components, variation of roof form, or intentional placement of projections or recesses. Massing should consider the principles of rhythm and scale to avoid excessive changes in form or disharmonious street facades.

## Proportion

Proportional harmonies in building massing and building elements should be considered in order to produce visual harmony throughout the building facade. It should be noted that streetfront building elements have typically used vertical, as opposed to horizontal, proportions as it has traditionally seemed to offer a more pedestrian-friendly experience.

## Layering

Building facades with layering and depth are important for creating the visual scales and pedestrian experiences intended in the Creekside Crossing Marketplace development. Techniques for avoiding "flat" facades include the following: the setting back of windows behind the plane of the main facade; the use of window sills, awnings, canopies; the extension of roof eaves; the expression of columns through arcades or changes in plane.

## Freestanding Commercial and other unique buildings

Buildings shall be designed as four-sided architecture with recommended high quality and finish-grade materials used consistently on all facades. Other materials such as precast concrete, decorative concrete block or decorative facade panels may be appropriate if properly detailed and integrated with the architecture. Metal, EIFS and finished wood may be used as accents comprising no more than 25 percent of the visible perimeter of any building,

## 2.2 Building Materials

Varied materiality should be incorporated within the architectural styles in Creekside Crossing Marketplace. Materials (and their colors) should possess a timeless aesthetic. They should be complementary to each other and should be considered for their high quality and sustainable attributes.

## Quality

It is required to select high quality materials of enduring quality as much as possible. The following guidelines describe levels of quality and locations of appropriate building materials.

### Examples of High Quality Materials

- |   |   |
|---|---|
| Brick   | Fine plaster stucco                               |
| Stone   | High Quality Commercial Grade Metal Panel systems |
| Cultured stone (with an average minimum depth at least one and one half inches) | Rainscreen systems                                |
| Wood  | Innovative recycled materials and technologies    |
| Fiber cement  | Terracotta  |
|   | Photovoltaic integrated systems                   |

### Examples of Lower Quality Materials

- |   |                              |
|---|------------------------------|
| EIFS (Exterior Insulation and Finish Systems) | Low quality lumber           |
| Utility grade materials                       | Low quality glazing          |
| Low quality corrugated metals                 | Vinyl or aluminum lap siding |



# CREEKSIDE CROSSING MARKETPLACE - PUD



Example of successful exterior material integration

## Material Location

Materials are encouraged to be creatively integrated into building facades. This statement does not place outright restrictions of particular materials, but does provide guidelines for the locations of higher and lower quality materials. Proposed buildings will be critically reviewed for material uses and composition.

High quality materials should take precedence along main roadways, public access routes, and any other frontages that will be in direct contact with the public realm.

Lower quality materials should not be used on the building at street level. Certain decorative materials may be integrated along the base of the building as accents but they are not recommended as the dominant facade material on the entire building. Utility-grade materials should only be used on facades of the building not visible from publicly-accessible areas.

## Acceptable Primary Building Materials

Primary materials are those that make up at least 70% of the solid (non-window) portion of any elevation.

- Brick (natural color preferred, painted brick not allowed)
- Stone (natural colors preferred)
- Cultured Stone
- Burnished Block (split-face preferred, variety of colors acceptable)
- Cedar siding or cement board siding (when used in conjunction with brick or other acceptable masonry)
- High Quality Commercial Grade Metal Panel Systems

## Acceptable Secondary & Accent Building Materials

Accents & Secondary materials are those that make up less than 30% of the solid (non-window) portion of any elevation.

- Architectural Metal Panel (variety of colors and patterns acceptable)
- Wood (variety of styles and species acceptable)
- Stucco or EIFS (variety of colors and styles acceptable)
- Concrete (variety of colors and textures acceptable)
- Fritted Glazing (variety of patterns acceptable)
- Translucent Materials (variety of styles acceptable)

RINKA+

## 2.3 Signage

Building signage should enhance and fit well within the character of each building and the development as a whole. Signage for Creekside Crossing Marketplace shall comply with applicable City of Oak Creek ordinances.

# CREEKSIDE CROSSING MARKETPLACE - PUD

## 3.0 General Site Design Guidelines

Coordinated landscaping, signage, lighting, walkways and streetscapes establish the identity of a unified neighborhood. Thoughtfully integrated site circulation solutions shall be implemented to promote an urban connected experience. The following site design guidelines are proposed:

Prioritization of the pedestrian experience by implementing pedestrian friendly design elements

Connection of key pedestrian destinations such as plazas, parks, and entertainment/commercial amenities

Vehicular traffic calming at intersections to give pedestrians a safe experience

Parking areas shall be designed to have minimal impact on pedestrian movements and views

Trash, loading, and utility areas should be screened to be out of public view, except that overhead doors for any underground parking may face a public right of way

Reinforcement of the urban street edge in the form of landscaping or decorative boundary elements shall be implemented to enhance the pedestrian experience and emphasize a community territory.



Example of traffic calming at intersections

## 3.1 Minimum Lot Area & Setbacks

### Minimum Lot Area & Width

Lots shall have a minimum area of 20,000 square feet and shall be not less than 100 feet in width. Lots shall provide sufficient area and width for the principal structure(s) and its accessory structures, off-street parking and loading areas, and required setbacks.

### Building Setbacks

There shall be a minimum front setback of twenty (20) feet from any right-of-way on the exterior of the perimeter of Creekside Crossing Marketplace and a minimum front setback of zero (0) feet from any right of way on the interior of Creekside Crossing Marketplace. Setbacks from interstate highways shall be governed by federal requirements.

The side setback on each side may be zero (0) feet.

There shall be a rear setback of not less than ten (10) feet.

## 3.2 Parking

### Circulation

Vehicular access between adjacent lots should occur when possible, eliminating the need to return to roads when visiting multiple adjacent sites.

Pedestrian walks should be incorporated into all site plans. Walks should be at least 5 feet in width along the public edges of the development. Walkways should be encouraged between parking areas and buildings; between adjacent sites; and within large parking areas.

Drive aisles along east boundary of the GDP shall include no minimum setback distance.



Example of walkway integration at parking areas

# CREEKSIDE CROSSING MARKETPLACE - PUD



Example of permeable paving integration

## Parking

When possible, parking areas should be shared by adjacent lots to eliminate unnecessary parking stalls and impervious surfaces.

Permeable paving is encouraged for parking areas.

The overall development will include a variety of different uses with differing parking demands. To better understand actual parking supply needs, and as to not provide an over-supply of parking, an overall parking study (based upon ITE best practices) shall be completed to quantify overall parking recommendations. As part of the individual parcel development, a statement and information to substantiate the number of parking spaces as it relates to the overall parking study shall be included.

Compact parking spaces (a minimum of 9 feet wide and 15 feet long) shall be allowed for up to twenty-five (25) percent of any required parking spaces.

Any portions of parking lots that directly abut other parking lots may include no minimum side/rear setback space in order to provide seamless (shared) parking fields between lots. Parking lots shall have a minimum average 5' setback from public rights-of-way running the entire linear width between the parking lot and the adjacent public right of way. An effective visual edge and screen including landscaping shall be provided between any public right of way and parking lot (See Section 3.3 below).

Unless otherwise indicated in a PUD overlay ordinance adopted by the City Common Council, landscaping, outdoor lighting, and fencing shall comply with applicable provisions of the City Municipal Code.

## 3.3 Landscape

An overall landscape guidance document shall be prepared by Walden OC, LLC and submitted to the City. Future individual developments are required to submit specific landscape plans for City approval in accordance with those guidelines. Unless otherwise stated below, all landscaping shall comply with applicable provisions of the City Municipal Code.

### Parking Lot Screening:

Those parking areas for five (5) or more vehicles if adjoining a public right-of-way shall be screened from casual view by an earth berm, a solid wall, fence, evergreen planting of equivalent visual density or other effective means. Such fence or berm and landscaping together shall be an average of at least three (3) feet in height between the parking and the street right-of-way. All screening materials shall be placed and maintained at a minimum height of three (3) feet. Landscaped areas shall include native plantings. At least 50% of the total green space area shall be landscaped utilizing plant materials, other than maintained turf, which contribute to ground coverage. In cases where a parking lot directly abuts a public right of way, there shall be a minimum average 5-foot setback area for landscaping running the entire linear width between the public right of way and the parking lot. This setback area shall be exclusive of any public or private easements that might restrict or prohibit landscaping within them. In cases where a 5-foot landscape area is not possible there shall be provisions made for decorative fencing to accomplish required screening.

### Interior Landscape Area:

All public off-street parking lots which serve five (5) vehicles or more shall be provided with accessory landscaped areas, which may be landscape islands, or landscape peninsulas totaling not less than five (5) percent of the surfaced area. Landscape islands or peninsulas may be dispersed throughout the off-street parking area, and shall include trees and other native plantings. Landscape islands shall provide a minimum 30-inch clear area for vehicle overhang and snow storage.



Example of parking lot screening and walkway integration

# CREEKSIDE CROSSING MARKETPLACE - PUD

## **Perimeter Landscape Area:**

In an effort to prevent adjacent parking lots from becoming one large expanse of paving, perimeter landscaping shall be required. The perimeter strip shall be a minimum average 5 feet in width. A minimum of five native plantings are required for every 35 linear feet and one tree for every 80 linear feet of the perimeter of the parking area where it is adjacent to existing or future parking and located within the perimeter landscape area.

## **Buffer Yards:**

A buffer yard shall be created and maintained in accordance with Municipal Code Section 17.031(6)(l)(1)(m) where the Creekside Crossing Marketplace PUD abuts park districts. No buffer yard shall be required where the Creekside Crossing Marketplace PUD abuts residential districts.

## **Open Space**

A minimum of 30% open space shall be maintained on a district-wide basis through the entire Creekside Crossing Marketplace development. This open space shall be accomplished through a combination of different existing natural areas and proposed impervious areas. The primary open space is the existing wetland area in the northern portion of the site.

## **3.4 Lighting Standards**

Exterior lighting is accommodated in two forms: site lighting and building lighting. Site lighting includes fixtures along all streets as well as parking lots and drives.

### **Site Lighting:**

Lighting design shall address sensitivities to neighboring land uses as well as transportation corridors. Lighting should provide a safe and inviting environment for users. A combination of pedestrian and vehicular scaled lighting should be incorporated throughout Creekside Crossing Marketplace. Site lighting for all future developments shall comply with Subsection 17.0316(k) of the Municipal Code.

Limits on pole height: 18 feet-30 feet maximum height for parking lots; and a height limit of 32 feet for the interior public roadways.

### **Building Lighting:**

Appropriate illumination of a building and adjacent spaces can emphasize building elements and spaces, while creating a sense of security and intimacy. The use of several types of

lighting are encouraged to maintain activity spaces into the night.

Storefronts should be illuminated allowing light to softly illuminate adjacent walkways and spaces. Wall-mounted and ground light fixtures should be used to highlight architectural elements and entrance facades. These can also illuminate community areas adjacent to the building. All lighting, including external lighting, of signage should be a consistent color per development site.

Lighting fixtures should conceal the light source and provide diffused or soft reflected light. All lighting fixtures should be selected to avoid negative impacts on neighboring properties.

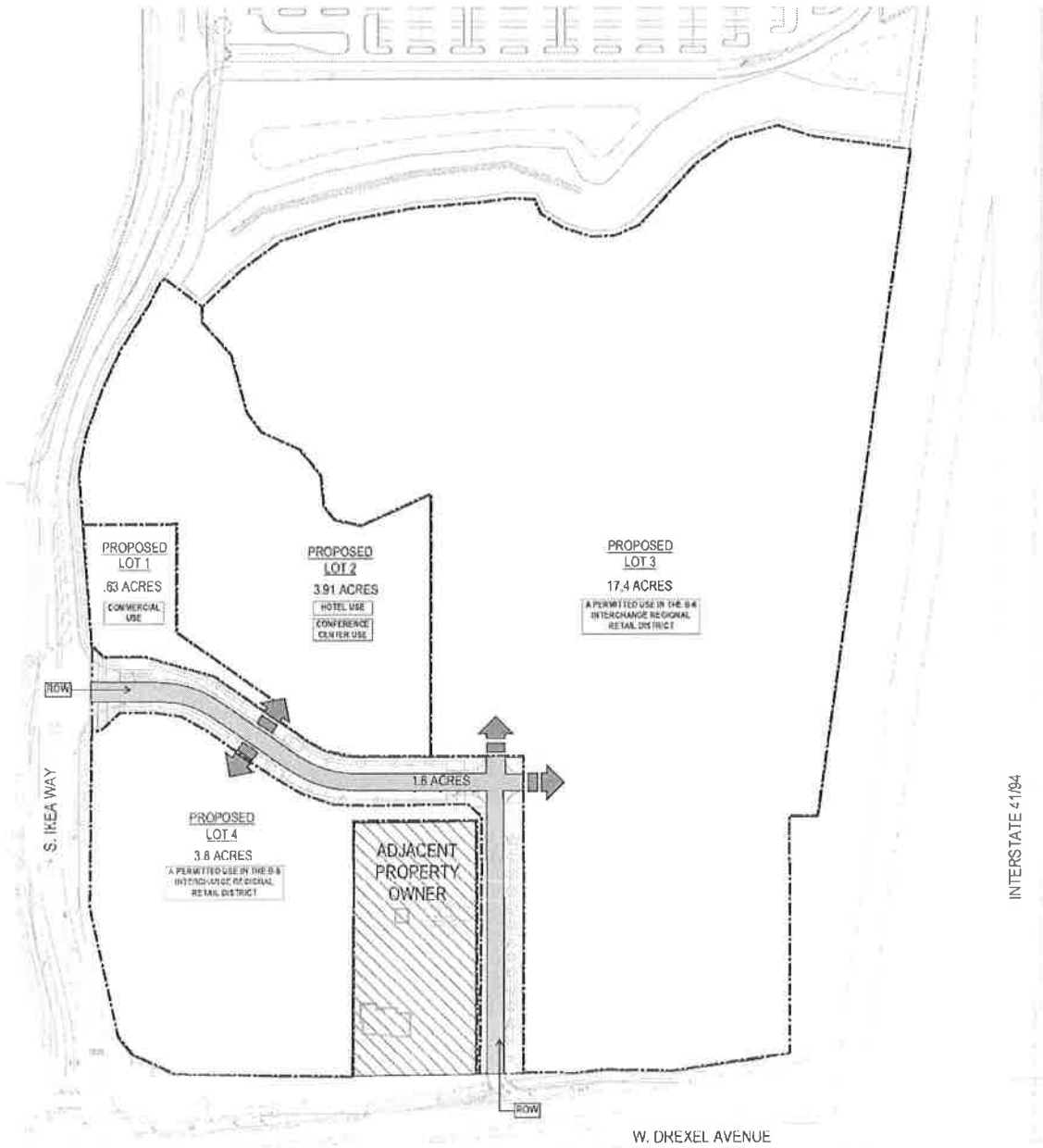
## **3.5 Permitted, Accessory and Conditional Uses**

The permitted, accessory and conditional uses shall be as designated in the B-6 District.

# CREEKSIDE CROSSING MARKETPLACE - PUD

## General Development Plan

RINKA+



OFFICIAL NOTICE

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

**PURPOSE:** The purpose of this public hearing is to consider an amendment to the existing Conditional Use Permit to allow storage of inventory vehicles for sale on the property at 561 W. College Ave.

**Hearing Date:** February 17, 2020  
**Time:** 7:00 p.m.  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** Christian Orr, Carvana LLP  
**Property Owner:** PETRICHOR HOLDINGS, LLC  
**Property Location(s):** 561 W. College Ave.  
**Tax Key(s):** 718-9002-000

**Legal Description:**

CERTIFIED SURVEY MAP NO 8522 NE 1/4 SEC 5-5-22 LOT 1.

The Common Council has scheduled other public hearings for February 17, 2020 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: January 22, 2020  
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 write to the ADA Coordinator at the Health Department, City Hall, 8040 S. 6<sup>th</sup> St., Oak Creek, WI 53154.

## COMMON COUNCIL REPORT

**Item:** Conditional Use Permit Amendment - 561 W. College Ave.

**Recommendation:** That the Council adopts Ordinance 2965, an ordinance to amend the Conditions and Restrictions in Ordinance 2665 for automobile service and outdoor storage of rental vehicles on the property at 561 W. College Ave.

**Fiscal Impact:** Approval will allow for the occupancy of an existing building in the M-1, Manufacturing zoning district currently occupied with a rental vehicle facility with a similar operation that includes storage and sales of inventory vehicles. As the property is currently developed and occupied, no direct fiscal impact is anticipated. This property is not currently part of a TID.

**Critical Success Factor(s):**

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

---

**Background:** The Applicant, with authorization and support from the landowner, is requesting approval for an amendment to the existing Conditional Use Permit (CUP) for the property at 561 W. College Ave. Council may recall that a CUP was approved in November of 2012 for automobile service and outdoor storage of rental vehicles on the property. Key in that approval are the term “rental vehicles” and Section 8(D) of the Conditions and Restrictions, which states: “The outdoor storage area shall be used only for fleet vehicles normally associated with a commercial car rental operation...” Use of the property for the sale of vehicles was not included in the original approval.

Carvana is requesting the amendment to allow for the operation of their business and storage of inventory vehicles for sale on the property. Unlike a traditional vehicle dealership, Carvana’s operations do not include onsite sales; rather, customers choose their vehicles from an online inventory, with direct delivery to the customer following the final transaction. Inventory of trade-ins received is also organized online, and deliveries to the site will occur within the existing fenced parking area (west lot) south of the building between 7:00 AM and 8:00 PM. Delivery to customers from the site will occur by appointment during the same hours.

Between 4 and 8 employees will be onsite at any given time. Per the submitted plan, over 18 parking stalls are available for employees. Current average inventory stored onsite is approximately 30 vehicles, with capacity up to 85 vehicles. Vehicles sold online are stored an average of 1-4 days before delivery. Preparation of the vehicles for sale include inspection, minor service, and cleaning.

The existing CUP allows for the storage of vehicles in the fenced area, but does not allow for storage of semi-trucks/trailers, recreational vehicles, construction vehicles, or equipment. This condition will remain

---

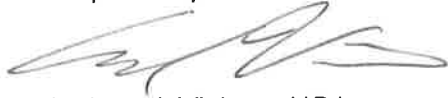
in effect for the property and all tenants. Automobile service is also allowed in the existing CUP; however, engine repair, body repair, and painting will not be recommended as allowed uses. Additionally, staff have included a clarification within the proposed amended Conditions and Restrictions that no sales will take place at the facility. The intent of this clarification is to distinguish the site from a vehicle dealership operation. No site or exterior building modifications, with the exception of potential future wall signs, are proposed.

The Plan Commission reviewed the proposed Conditional Use Permit request at their meeting on January 14, 2020, and has recommended approval subject to the attached Conditions and Restrictions.

**Options/Alternatives:** Council has the discretion to modify the proposed Conditions and Restrictions as part of the approval of the Conditional Use Permit Amendment.

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



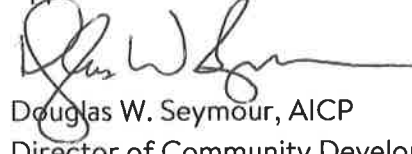
Kari Papelbon, CFM, AICP  
Planner

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:



Douglas W. Seymour, AICP  
Director of Community Development

---

Attachments:

Ordinance 2965

Location Map

Hearing Notice

Plan Commission Minutes 1-14-20

Ord. 2665, Current Conditions and Restrictions (7 pages)

Letter dated December 17, 2019 (2 pages)

Existing Site Plan approved 12-12-17

Proposed Site Plan

Proposed Amended Conditions and Restrictions



ORDINANCE NO. 2965

By: \_\_\_\_\_

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS IN ORDINANCE NO. 2665 FOR AUTOMOBILE SERVICE (NO ENGINE/BODY REPAIR OR PAINT) AND OUTDOOR STORAGE OF VEHICLES ON THE PROPERTY AT 561 W. COLLEGE AVE.

(1<sup>st</sup> Aldermanic District)

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

WHEREAS, Ordinance No. 2665 (The "Ordinance"), which approved a Conditional Use Permit for automobile service and outdoor storage of rental vehicles on the property at 561 W. College Ave. was approved on November 20, 2012; and

WHEREAS, the Ordinance affected the following legally described property;

CERTIFIED SURVEY MAP NO 8522 NE 1/4 SEC 5-5-22 LOT 1.

WHEREAS, the Applicant, CHRISTIAN ORR, CARVANA, LLP, with support of the landowner, is requesting that the Ordinance be amended to allow outdoor storage of inventory vehicles for sale; and

WHEREAS, a public hearing was held on this matter on February 17, 2020 to hear comments from all who were interested.

NOW, THEREFORE, BE IT RESOLVED, 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 Conditions and Restrictions approved pursuant to Ordinance 2665 affecting the Property hereinabove described are amended as follows:

1. LEGAL DESCRIPTION

CERTIFIED SURVEY MAP NO 8522 NE 1/4 SEC 5-5-22 LOT 1.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect.

B. A precise detailed site plan for the area affected by the Conditional Use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) **General Development Plan**

- a) Detailed building/structure location(s) with setbacks

2) **Landscape Plan**

- a) Screening plan, including parking lot screening/berming

- b) Square footage of all buildings/structures
  - c) Area(s) for future expansion
  - d) Area(s) to be paved
  - e) Access drive(s) (width and location)
  - f) Sidewalk location(s)
  - g) Parking layout and traffic circulation
    - i) Location(s) and future expansion
    - ii) Number of employees & clients
    - iii) Number of parking spaces
    - iv) Dimensions
    - v) Setbacks
  - h) Location(s) of loading berth(s)
  - i) Location of sanitary sewer (existing & proposed)
  - j) Location of water (existing & proposed)
  - k) Location of storm sewer (existing & proposed)
  - l) Location(s) of wetlands (field verified)
  - m) Location(s) and details of sign(s)
  - n) Location(s) and details of proposed fences/gates
- b) Number, initial size, and type of plantings
  - c) Percentage open/green space
- 3) Building Plan**
- a) Architectural elevations (w/dimensions)
  - b) Building floor plans
  - c) Materials of construction (including colors)
- 4) Lighting Plan**
- a) Types & color of fixtures
  - b) Mounting heights
  - c) Types & color of poles
  - d) Photometrics of proposed fixtures
- 5) Grading, Drainage and Stormwater Management Plan**
- a) Contours (existing & proposed)
  - b) Location(s) of storm sewer (existing and proposed)
  - c) Location(s) of stormwater management structures and basins (if required)
- 6) Fire Protection**
- a) Locations of existing & proposed fire hydrants
  - b) Interior floor plan(s)
  - c) Materials of construction

C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building or occupancy permit.

D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.

E. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

F. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building or occupancy permit.

**3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS**

A. Deliveries of vehicles for sale for the Carvana operation shall occur between the hours of 7:00 AM and 8:00 PM.

B. There shall be no sale of vehicles onsite. All transactions for inventory vehicles shall occur online or by prior arrangement.

C. There shall be no public access to the fenced and screened storage areas.

- D. No pole signs, pennant flags, light pole flags, permanent banners, or flashing/blinking signs shall be permitted as part of this Conditional Use Permit.
- E. All outdoor storage of vehicles shall be within the approved, fenced and screened parking area to the south of the existing building.
- F. Long-term storage of vehicles shall be limited to the rear/southern parking lot. The front/north parking lot may be used for short-term (less than 14 calendar days) rental vehicle storage, such as vehicles being dropped off, picked up, cleaned, or maintained. Service or repair of vehicles shall be limited to the area behind the existing fence.
- G. Engine repair, body repair, and painting of vehicles shall be prohibited onsite.
- H. The outdoor storage area shall be used only for inventory vehicles for sale for the Carvana operation and fleet vehicles normally associated with a commercial car rental operation. There shall be no storage of semi-trucks or trailers, recreational vehicles, and construction vehicles or equipment, junk/damaged/non-inventory vehicles, parts, or supplies permitted.
- I. There shall be no storage of flammable or hazardous materials except those minimum quantities necessary for the operation of the permitted principal uses. All materials shall be stored inside the building or in an area approved by the Plan Commission and Fire Department.
- J. The applicant shall screen operations from the property to the east with a privacy fence or a combination of privacy fence and year-round landscaping. This screening shall be approved by the Plan Commission.
- K. Solid waste collection and recycling shall be the responsibility of the owner.
- L. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), Site Plans approved by the Plan Commission December 12, 2017, and the Site Plan included as Exhibit A of these Conditions and Restrictions.

5. LIGHTING

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

6. SETBACKS

|                      | Front and Street Setback | Rear (North) Setback | Side Setback |
|----------------------|--------------------------|----------------------|--------------|
| Principal Structure  | 40 ft                    | 20 ft                | 20 ft        |
| Accessory Structure* | 40 ft                    | 5 ft                 | 5 ft         |
| Parking              | 30 ft                    | 10 ft                | 10 ft        |

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

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if an occupancy permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. OTHER REGULATIONS

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

9. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 9 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other city ordinances.

10. REVOCACTION

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

11. ACKNOWLEDGEMENT

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

\_\_\_\_\_  
Owner / Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(please print name)

SECTION 2: Except as herein modified the conditions and restrictions approved by the Ordinance shall remain in full force and effect.

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

SECTION 5: This Ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this 17<sup>th</sup> day of February, 2020.

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

Approved this 17<sup>th</sup> day of February, 2020.

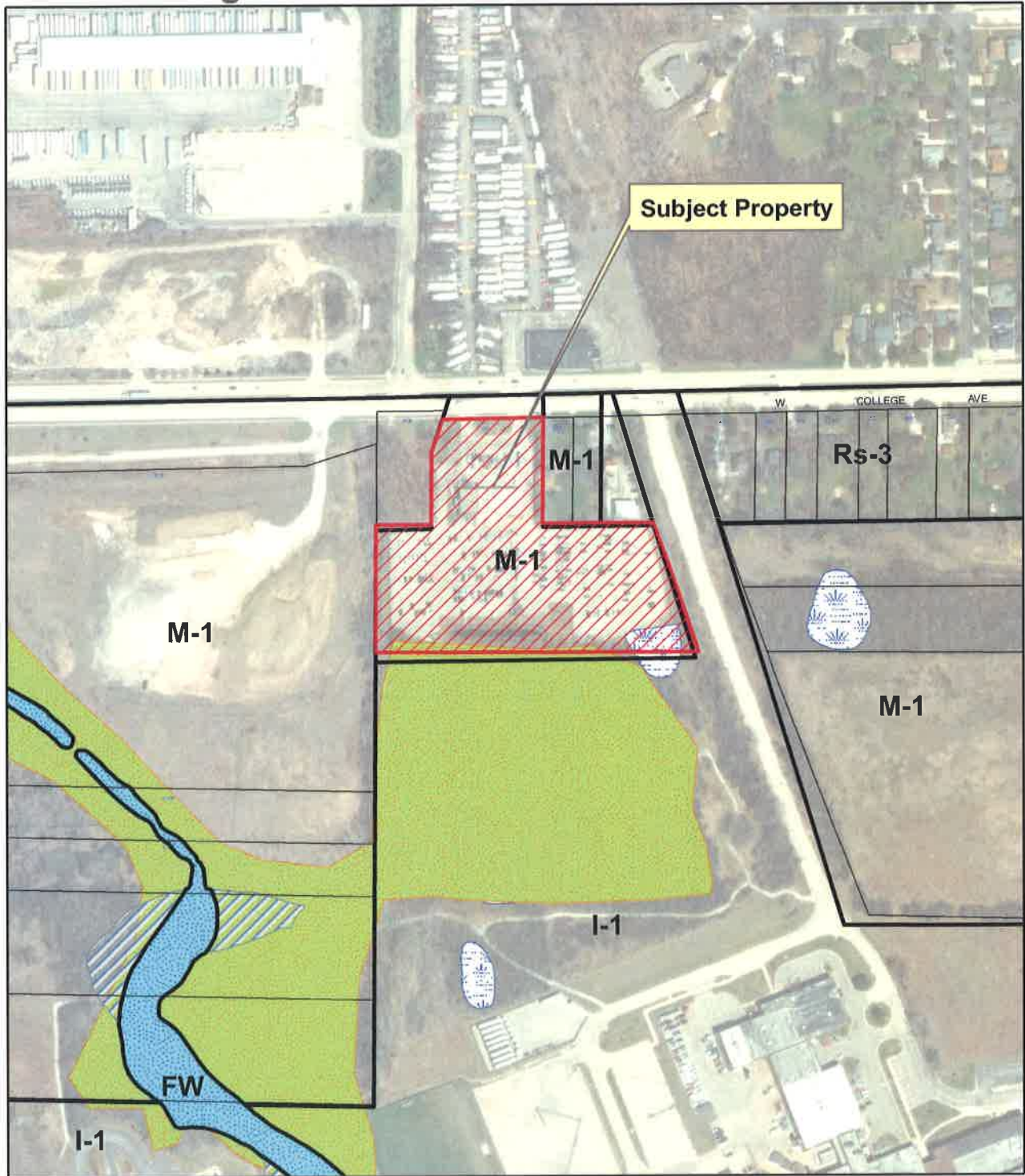
\_\_\_\_\_  
Mayor

ATTEST:

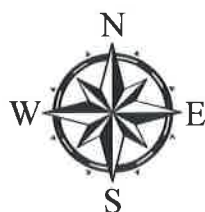
\_\_\_\_\_  
City Clerk

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

# Notification Map 561 W. College Ave



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



### Legend

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

TO BE PUBLISHED JANUARY 29 & FEBRUARY 5, 2020

OFFICIAL NOTICE

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

**PURPOSE:** The purpose of this public hearing is to consider an amendment to the existing Conditional Use Permit to allow storage of inventory vehicles for sale on the property at 561 W. College Ave.

**Hearing Date:** February 17, 2020  
**Time:** 7:00 p.m.  
**Place:** Oak Creek City Hall  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers

**Applicant:** Christian Orr, Carvana LLP  
**Property Owner:** PETRICHOR HOLDINGS, LLC  
**Property Location(s):** 561 W. College Ave.  
**Tax Key(s):** 718-9002-000

**Legal Description:**

CERTIFIED SURVEY MAP NO 8522 NE 1/4 SEC 5-5-22 LOT 1.

The Common Council has scheduled other public hearings for February 17, 2020 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: January 22, 2020  
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 write to the ADA Coordinator at the Health Department, City Hall, 8040 S. 6<sup>th</sup> St., Oak Creek, WI 53154.

**EXCERPTED MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, January 14, 2020**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Sullivan, Commissioner Carrillo, Alderman Loreck, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldani, Commissioner Siefert and Commissioner Chandler. Commissioner Hanna was excused. Alderman Guzikowski left during presentation of item 6e. Also present: Kari Papelbon, Planner; Laurie Miller, Zoning Administrator, and Doug Seymour, Director of Community Development.

**Minutes of the December 10, 2019 meeting**

Commissioner Siefert moved to approve the minutes of the December 10, 2019 meeting. Commissioner Chandler seconded. On roll call: all voted aye, except Commissioner Sullivan, who abstained.

**CONDITIONAL USE PERMIT AMENDMENT  
CARVANA LLP  
561 W. COLLEGE AVE  
TAX KEY NO. 718-9002-000**

Planner Papelbon provided an overview of the Conditional Use Permit Amendment request to allow storage of inventory vehicles for sale on the property at 561 W. College Ave (see staff report for details).

Commissioner Siefert asked the applicant what is done with the cars that are traded in.

Christian Orr, 1930 West Rio Salado Parkway, Tempe, Arizona, explained the cars that are traded in are brought to the site, and when the car hauler comes the cars are sent back to their main location in Indianapolis. Typically, what will be seen through the gate at the location in Oak Creek are the new cars for delivery to customers.

Alderman Loreck asked to confirm if the rental operation will continue.

Planner Papelbon explained the original approval for the site had one large parking lot that envisioned two tenants. This proposal would allow for Enterprise to use the eastern side of the lot as they currently do, and the applicant to use the western side of the lot. The lot is already divided by fence.

Alderman Loreck asked if Carvana takes returns at the lot.

Mr. Off confirmed there is a seven-day or 400-mile return policy. If the customer is within that window and not satisfied the company will send a truck to pickup the return and bring it back to the lot.

Mayor Bukiewicz asked the current hours of Enterprise.

Planner Papelbon stated she does not recall if the original Conditional Use Permit limited the hours. There may have been some areas that had restrictions.



Mayor Bukiewicz believes there was some restrictions about taking deliveries.

Planner Papelbon stated it is possible, but it would also fall under the noise ordinance. If the hours of operation were not specific within the original Conditional Use Permit, they would still have to abide by Code requirements for the noise ordinances.

Mayor Bukiewicz believes early on there were noise complaints registered.

Planner Papelbon explained the hours of operation would have been included if they had separate hours of operation. She does not believe the original Conditional Use Permit Conditions and Restrictions had hours of operation.

Mr. Orr explained Carvana was seeking a separate suite number to have mail delivered. At that time, it was brought to Carvana's attention that there had been previous complaints regarding noise. While working with staff the applicant made sure they were working within the sound and operating hours.

Mayor Bukiewicz asked if the fences going towards the residents are screened.

Keane Kehoe, 513 W. College Ave.:

*"I own 521 and 531, I'm their neighbors. It's been an ongoing business, Carvana for the last six to eight months. They've been transporting cars there, along with Enterprise. We have a lot of issues continuing since last time I was here, with late night transit, semi-trucks dropping off vehicles. All hours, 24/7 and now it's compounded with these guys too on top of it. I even got a list of times. Last time I was here you guys told me to notify the police department. I've called the police department numerous times, they come down there's no conditions on the truck drivers' paperwork limiting when they can deliver cars. There's actually an Oak Creek Statue 11-26 B8 that limits them. So, they never get tickets and it never stops. They just continue to do this. It's been an ongoing nightmare for years now. It's gotten worse with these guys. So, I don't know what the solution is 'cause I've called, talked to everyone and nothings getting accomplished."*

Mayor Bukiewicz explained it has been awhile, but knows there have been complaints in the past. Mayor Bukiewicz thought there was hours of delivery.

Keane Kehoe, 513 W. College Ave.: *"There is in that statue. That there not allowed to deliver."*

Mayor Bukiewicz explained it would have been put in the Conditions and Restrictions; however, Planner Papelbon says they are not there.

Planner Papelbon does not recall that they were. They would have been incorporated into what is included in the staff report. However, deliveries of vehicles for sale for the Carvana operation shall occur between the hours 7am and 8pm.

Keane Kehoe, 513 W. College Ave, stated, *"It's 24/7 right now."*

Mayor Bukiewicz inquired if the hours of operation can be set for the whole site for Carvana and Enterprise.

Keane Kehoe, 513 W. College Ave.:

*"To compound the problem, they actually stop the semi-truck on College Avenue to unload cars and then they also do the same thing in front. I mean four o'clock in the morning, chains slamming against loading ramps. It wakes me up, it wakes my neighbor up. A lot of times by the time the police department gets there they're already gone and when they do get there, nothing gets accomplished. It's like I'm beating a dead horse, nothing is getting done."*

Alderman Guzikowski stated the City will have to look into this a little bit more for Mr. Kehoe to figure out a solution.

Keane Kehoe, 513 W. College Ave: *"I would greatly appreciate it. Thank you."*

Mr. Orr explained he wants to make sure they are good neighbors and make sure all the needs are taken care of; however, he also requests that the Plan Commission consider that the application is coming from one of the two tenants and that those actions are not necessarily the actions of both tenants.

Mayor Bukiewicz conquered and both need to be taken separately, but again there is an ongoing issue. Mayor Bukiewicz made more comments that were not audible.

Planner Papelbon explained staff in the past have had multiple conversations about the issue with Enterprise. Unfortunately, it is a situation of he said/she said. Enterprise is stating that they are operating within the terms of the Code, and then we have a neighbor complaint, and as mentioned by the neighbor, by the time the police have arrived the complaints have already gone away. Planner Papelbon asked that Plan Commission would allow staff to contact Enterprise again to discuss the issue and perhaps there can be a solution for the Common Council meeting if this is recommended for approval.

Mayor Bukiewicz explained he would like to see conditions such as they cannot unload any time after eight o'clock and 1,000 feet of the property.

Alderman Guzikowski indicated he remembers it being a big deal when it was brought up last time. We need to dial in on this and maybe the hours of operations could help with deliveries.

Planner Papelbon reiterated that this Conditions and Restrictions request states, "Deliveries of vehicles for sale for the Carvana operation shall occur between the hours of 7:00 AM and 8:00 PM."

Keane Kehoe, 513 W. College Ave: *"Right now, the City Ordinance is 8-5 for car transport. They're doing it 24/7. It doesn't matter if it's Christmas day, holidays."*

Mr. Orr explained there are two separate time frames that are referred to in the City Ordinance. The applicant previously spoke to staff about it. There is the one, but there is also a second. In terms of the Conditional Use that is something that has been previously approved by the Plan Commission. The fact of the matter is that there is a concern on the table and Carvana, just like Enterprise or any other business, we have every intention of honoring and following those. We have set our stipulations straight forward and if there are concerns or problems with Enterprise then it would be my hope that be executed through due process just like it would if it was Carvana's. The topic at hand is Carvana's Conditional Use Permit Amendment and if you want to address Enterprise's, in my opinion that would be a separate matter.

Zoning Administrator Miller read Section 17.0810 of the Noise Ordinance. "At no point on the boundary of residences or business district shall the sound intensity level of any individual operation exceed 58 to 62 decibels respectively during normal operations." The struggle is to define what is normal operations.

Mayor Bukiewicz agreed it is hard with this type of service, but we have to be reasonable. Mayor Bukiewicz also made comments that were not audible. Mayor Bukiewicz continued by stating the operation needs to be better defined.

Rodney Carter, Husch Blackwell, 555 East Wells Street, Milwaukee, representing Carvana, explained they have worked with staff and understand the concerns about the hours of operation and noise. Staff indicated this would be the significant issue with the proposal. Carvana is accepting of the hours of operation as defined. Mr. Orr met with staff earlier and emphasized those hours of operation and needing to be cognizant of what is being proposed. From Carvana's perspective they will be adhering to those hours of operation.

Keane Kehoe, 513 W. College Ave: *"They've been running this for at least six months and not following the rules. They've been dropping cars off all the time. There's no regulations on it."*

Mayor Bukiewicz reiterated that the City has no knowledge of the incident unless it's been reported and documented with the zoning administrator or the police.

Keane Kehoe, 513 W. College Ave: *"Can I have someone's card that I can start communicating 'cause the police are actually getting kind of tired of me. Which I don't blame them 'cause nothing's ever getting done. They got more important things to do then to come by me."*

Mayor Bukiewicz stated he understands, however, if it's part of the public good, it's part of their jobs and they will have to come out.

Keane Kehoe, 513 W. College Ave: *"So, who can I call when I do have problems 'cause I've got pictures of semi-trucks getting four or five in the morning."*

Mayor Bukiewicz reiterated he could contact the zoning administrator.

Keane Kehoe, 513 W. College Ave: *"Someone's card? Someone got, wanna give me their card?"*

Zoning Administrator Miller explained they have spoken in the past. Zoning Administrator Miller continued by stating another issue is needing to determine if it is an Enterprise or a Carvana delivery.

Keane Kehoe, 513 W. College Ave: *"I see where they unload the cars and where they drive the cars. I know which side is which."*

Mayor Bukiewicz explained the City would need plate numbers or something that is trackable.

Keane Kehoe, 513 W. College Ave.: *"It's just this has been going on for so many years. It's..."*

Mayor Bukiewicz stated the City should be taking care of it. Mayor Bukiewicz continued by stating Mr. Kehoe is following the proper channels which are the police and the zoning administrator.

Zoning Administrator Miller noted staff's hours are limited from approximately 7:30 AM to 4:00

PM, the police department is an excellent resource because they can come out at all hours to assist residents.

Keane Kehoe, 513 W. College Ave:

*"I understand, but people have to start getting citations, I think for things to start changing. And somehow the truck drivers' paperwork has to get that there's restrictions on their paperwork so when the police do look at their paperwork, 'cause they're looking at, the guy is just doing his job, delivering cars. They don't want to give him a ticket for doing his jobs. So where does the responsibility fall on?"*

Mayor Bukiewicz agreed Mr. Kehoe is right. Mayor Bukiewicz continued by stating he is not sure where the cars are coming from or how the time is determined.

Keane Kehoe, 513 W. College Ave.: *"Without a sign being out front, their front sign has been down for how many months? Half the time they are parking in front of my place, calling my phone number saying I'm getting cars delivered because they don't know where they're going."*

Mayor Bukiewicz directed the Plan Commission back to Carvana and asked another member of the audience if would still like to speak.

Commissioner Chandler asked the applicant if they also have rentals and auctions at this location.

Mr. Orr confirmed they do not.

Mayor Bukiewicz asked commissioners to only focus on the agenda item and not take Enterprise into consideration. Staff feels that the hours of operation from 7 AM to 8 PM are acceptable. Mayor Bukiewicz also asked staff if the Plan Commission can add a stipulation to disallow any unloading of vehicles on College Avenue.

Planner Papelbon stated there is a Code section that can be sited.

Mayor Bukiewicz asked Director Seymour if the Conditions and Restrictions can be amended if there are multiple violations.

Director Seymour explained if there were a violation of the Conditions and Restrictions there is a revocation clause and process to revoke the Conditional Use Permit. It sounds like there are violations of the City Ordinance. Typically, the Conditional Use Permits are not amended unless the applicant is in concurrence with that. Staff would need to take a look at what the original Conditional Use Permit states, if there are continued violations of the permit there is a process available to revoke the permit. Director Seymour continued by stating in more recent Conditional Use Permits there is a method of limiting the duration so they don't go on indeterminately. In this case it does not look like the permit had those requirements in it.

Mayor Bukiewicz is hopeful they can work with Enterprise to find a solution.

Director Seymour explained the Conditional Use Permit is with the property owner. Director Seymour hopes the property owner would want any complaints rectified with the City.

Mayor Bukiewicz asked if there was a time limit on these Conditions and Restrictions.

Planner Papelbon stated one was not included.

Mayor Bukiewicz asked if the Plan Commission wanted to add one.

Director Seymour explained that typically if staff has knowledge of the term of the lease the time limit will be run concurrently with that if approved by Plan Commission and Common Council. Mayor Bukiewicz made statements that were inaudible.

Planner Papelbon asked the applicants if they have a lease term.

Mr. Orr stated there is a lease term, but he is aware of the term.

Director Seymour stated staff can find that out as part of the research for the public hearing.

Mayor Bukiewicz stated he would include the time limit and the delivery on College Avenue restriction.

Alderman Guzikowski moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit Amendment to allow outdoor storage of vehicles for sale on the property at 561 W. College Ave., after a public hearing. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

Keane Kehoe, 513 W. College Ave.: Began speaking off the mic, *"notices, and I'm still not getting these notices."*

Mayor Bukiewicz stated he should have gotten one if he is within 300 feet and asked staff if Mr. Kehoe should have gotten one for the current meeting, January 14, 2020.

Keane Kehoe, 513 W. College Ave.: *"I don't know if it's 'cause I have a business address there that they just"*

Mayor Bukiewicz stated any affected property within 300 feet should get notice.

Director Seymour explained staff used the county database for where the tax bill is sent.

Keane Kehoe, 513 W. College Ave.: *"When's the next meeting?"*

Planner Papelbon explained it would not be for another four weeks.

Keane Kehoe, 513 W. College Ave.: *"If I could get on a mailing list, that would be great."*

Commissioner Carrillo moved to adjourn the meeting. Commissioner Siepert seconded. On roll call: all voted aye. Alderman Guzikowski left before votes were cast for adjournment. Motion carried. The meeting was adjourned at 9:12p.m.

ATTEST:

  
\_\_\_\_\_  
Douglas Seymour, Plan Commission Secretary

2-11-20  
\_\_\_\_\_  
Date

City of Oak Creek - Conditional Use Permit  
Conditions and Restrictions



Applicant: DTG Operations, LLC

Property Address: 545, 561, and 605 W. College Avenue

Tax Key Number: 718-9978, 718-9997, 718-9975

Conditional Use: Automobile Service &  
Outdoor storage of rental vehicles

Approved by Plan Commission: October 23, 2012

Approved by Common Council: November 20, 2012

## 1. LEGAL DESCRIPTION

This conditional use shall be confined to the following legally described parcels:

561 W. College Avenue - That part of the Northeast 1/4 of Section 5, in Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows: beginning at a point 8 rods East of the Northwest corner of said 1/4 Section; thence 20 rods South more or less to the South line of the North 1/2 of the North 1/2 of the North 1/2 of said 1/4 Section; thence 8 rods East; thence 20 rods North more or less; thence 8 rods West to a point of beginning, excepting therefrom the North 33 feet and further excepting that portion of said premises, bounded and described as follows: beginning at a point on the West line of said parcel said point being 132 feet East of the Northwest corner of said 1/4 Section and 33 feet South of the North line of said 1/4 Section; thence South 100 feet along the West line of said parcel; thence Northeasterly 105.7 feet to a point on the Southerly right-of-way line of West College Avenue; thence West 32 feet to the point of beginning; and further excepting that part conveyed in deed recorded May 7, 1986, as Document No. 5912108. Also excepting therefrom, that part of the Northeast 1/4 of Section 5, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows: commencing at a point in the West line of said 1/4 Section, 33 feet South of, measured at right-angles to, the North line of said 1/4 Section; thence East and parallel with the North line of said 1/4 Section, 164 feet to the point of beginning; thence Southwesterly along a straight line (the Southwesterly-most point of which is in the East line of the West 132 feet of said 1/4 Section, measured parallel with the North line of said 1/4 Section, and 100 feet South of, measured along said East line, a point in said East line which is 33 feet South of, measured at right-angles to, the North line of said 1/4 Section) to a point 55 feet South of, measured at right-angles to, the North line of said 1/4 Section; thence East and parallel with the North line of said 1/4 Section to a point 264 feet East of, measured parallel with the North line of said 1/4 Section, the West line of said 1/4 Section, thence North and parallel with the West line of said 1/4 Section to a point 33 feet South of, measured at right angles to, the North line of said 1/4 Section; thence West and parallel with the North line of said 1/4 Section to the point of beginning.

605 W. College Avenue - That part of the North 20 acres of the South 60 acres of the North 1/2 of the Northeast 1/4 of Section 5, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, lying West of the Chicago, North Shore and Milwaukee Railroad right of way and more particularly described as follows: Commencing at the Northwest corner of said Northeast 1/4 Section, thence South 0 deg 22' 35" West along the West line of said 1/4 Section 306.32 feet to the place of beginning of the lands to be described; thence North 89 deg. 36' 40" East, 665.52 feet to a point on the West line of the C.N.S. & M. Railroad right of way; thence Southeasterly along the West line of said right of way; 330.73 feet along the arc of a circle whose center is to the East and whose chord bears South 19 deg. 08' 57" East, 330.71 feet; thence North 89 deg. 53' 00" West, 776.00 feet to a point on the West line of said 1/4 Section; thence North 0 deg. 22' 35" East along said West line 306.32 feet to the place of beginning

545 W. College Avenue - All that part of the North 1/2 of the North 1/4 of the Northeast 1/4 of Section 5, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point in the North line of the Northeast 1/4 of Section 5, 264 feet East of the Northwest 1/4 of said 1/4 Section; running thence South parallel to the West line 20 rods (330 feet) more or less to a point in the South line of the North 1/2 of the North 1/4 of the Northeast 1/4 of Section 5; running thence East 135 feet on and along the South line of the North 1/2 of the North 1/4 of the Northeast 1/4 of said Section; thence North 20 rods (330 feet) more or less to a point in the North line of the Northeast 1/4 of said Section; thence West on and along the North line of said 1/4 Section 135 feet to the place of beginning, excepting therefrom that part conveyed in Warranty Deed Document No. 5944290.

## 2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. A precise detailed site plan for the area affected by the conditional use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

### 1) **General Development Plan**

- a) detailed building locations with setbacks
- b) square footage of building
- c) areas for future expansion
- d) area to be paved
- e) access drives (width and location)
- f) sidewalk locations
- g) parking layout and traffic circulation
  - i) location
  - ii) number of employees
  - iii) number of spaces
  - iv) dimensions
  - v) setbacks

- h) location of loading berths
- i) location of sanitary sewer (existing and proposed)
- j) location of water (existing and proposed)
- k) location of storm sewer (existing and proposed) including detention/retention basins if needed
- l) location of wetlands (field verified)
- m) location, square footage and height of signs

### 2) **Landscape Plan**

- a) screening plan for outdoor storage
- b) number, initial size and type of plantings
- c) parking lot screening/berming

- 3) **Building Plan**
  - a) architectural elevations
  - b) building floor plans
  - c) materials of construction
  
- 4) **Lighting Plan**
  - a) types of fixtures
  - b) mounting heights
  - c) type of poles
  - d) photometrics of proposed fixtures
  
- 5) **Grading, Drainage and Stormwater Management Plan**
  - a) contours (existing and proposed)
  - b) location of storm sewer (existing and proposed)
  - c) location of stormwater management and water quality structures and basins
  
- 6) **Fire Protection**
  - a) location of existing and proposed fire hydrants (public and private)
  - b) interior floor plan
  - c) materials of construction

- B. All plans for new buildings, additions, or exterior remodeling shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.
- C. For any new buildings or structures and additions, site grading and drainage, stormwater management and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.
- D. Plans and specifications for any necessary public improvements within developed areas (e.g. sanitary sewer, water main, storm sewer, etc.) shall be subject to approval by the City Engineer.
- E. If required by the City of Oak Creek, public easements for telephone, electric power, sanitary sewer, storm sewer and water main shall be granted. Said easements shall be maintained free and clear of any buildings, structures, trees or accessory outdoor appurtenances. Shrubbery type plantings shall be permitted; provided there is access to each of the aforementioned systems and their appurtenances.
- F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- G. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit.

3. PARKING AND ACCESS

- A. Parking requirements for this project shall be provided in accordance with Section 17.0403 of the Municipal Code. Community Development Staff may authorize reductions in parking stall area and drive aisle width for the rear storage lot since it is not accessible to the public.

4. LIGHTING

All plans for new outdoor lighting shall be reviewed and approved by the Electrical Inspector in accordance with Section 17.0808 of the Municipal Code.

5. LANDSCAPING

- A. Parking Lot Screening. Those parking areas for five (5) or more vehicles if adjoining a residential zoning district line or public right-of-way shall be screened from casual view by an earth berm, a solid wall, fence, evergreen planting of equivalent visual density or other effective means approved by the City Plan Commission. Such fence or berm and landscaping together shall be an average of three (3) feet in height between the parking and the street right-of-way. All screening materials shall be placed and maintained at a minimum height of three (3) feet.
  - 1. At least one ornamental deciduous tree, no less than 2.5" caliper, shall be incorporated into the design for every 35 linear feet of public street frontage.
  - 2. At least 25% of the total green space area shall be landscaped utilizing plant materials, other than maintained turf, that contribute to ground coverage.
  - 3. For purposes of determining the number of plants necessary to meet the minimum 25% ground coverage requirement, plant types are categorized by their general size and potential mature at-grade coverage area.



| <u>Plant Type</u>         | <u>Area of Coverage<br/>Provided</u> |
|---------------------------|--------------------------------------|
| Evergreen Tree (>8' Dia.) | 75 sq. ft.                           |
| Large Shrub (6-8' Dia.)   | 38 sq. ft.                           |
| Medium Shrub (4-6' Dia.)  | 20 sq. ft.                           |
| Small Shrub (2-4' Dia.)   | 12 sq. ft.                           |
| Perennial (4.5" Pot)      | 6 sq. ft.                            |

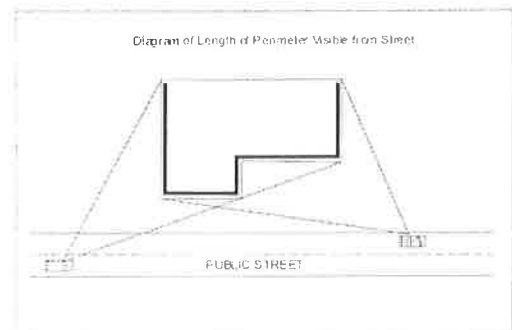
\* Note shade and ornamental trees are not considered a plant type contributing to "at grade" coverage.

4. To assure a diversity of color, texture and year-round interest, the total number of plant materials must be comprised of a minimum 25% evergreens, but no more than 70%.
  - B. Interior Landscape Area. All public off-street parking lots which serve five (5) vehicles or more shall be provided with accessory landscaped areas; which may be landscape islands, landscape peninsulas or peripheral plantings totaling not less than five (5) percent of the surfaced area for lots under 50,000 square feet in area and 10 percent for lots 50,000 square feet or larger. Landscape islands or peninsulas shall be dispersed throughout the off-street parking area. Landscape islands shall provide a minimum 30-inch clear area for vehicle overhang and snow storage. One shade tree shall be provided within the interior planting area for every 300 square feet of interior landscaping. Interior landscape areas are not required for the rear storage lots since they are not accessible by the public.
  - C. Perimeter Landscape Area. In an effort to prevent adjacent parking lots from becoming one large expanse of paving, perimeter landscaping shall be required. The perimeter strip shall be a minimum 5 feet in width. A minimum of one tree and five shrubs is required for every 35 linear feet of the perimeter of the parking area and located within the perimeter landscape area.
  - D. Landscaping Adjacent to Buildings. There shall be a minimum three-foot landscaped area provided between the edge of pavement and the entrance elevation of the building.
  - E. Screening of Trash. Trash receptacles shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
  - F. Screening of Ground Mounted Mechanical Equipment. Ground mounted mechanical equipment shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
  - G. Screening of Outdoor Parking areas – Outdoor storage areas for rental vehicles shall not be located within the front or side yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.
  - H. Screening of Roof Mounted Mechanical Equipment - Roof mounted mechanical equipment shall be screened from casual view.
  - I. Retaining Walls. No retaining wall shall exceed four (4) feet in height unless it has been designed and its construction supervised by a Professional Engineer. A retaining wall may be stepped to achieve greater height. Each step of the wall shall be no more than four (4) feet in height and shall be set back a minimum of three (3) feet from the previous step. Acceptable materials for retaining walls are: segmental masonry type, timber, railroad ties, or concrete
  - J. Berms. Side slopes of berms shall not exceed a gradient of 1-ft. vertical to 3-ft. horizontal unless approved by the City Engineer.

- K. Buffer Yards. Appropriate buffers shall be provided between dissimilar uses as set forth in Section 17.0205 (d) of the Municipal Code. The applicant shall screen operations from the property to the east with a privacy fence or a combination of privacy fence and year round landscaping. This screening shall be approved by the Plan Commission.
- L. Submittal Requirements. A Landscape Plan (to scale) must be submitted which includes details of all proposed landscaping, buffering and screening, including the estimated cost of the landscaping. These plans shall be prepared by a landscape professional and show the location and dimensions of all existing and proposed structures, parking, drives, right-of-ways and any other permanent features, and all other information required by the Plan Commission, including but not limited to the following:
1. A plant list and coverage chart showing the location, quantity, size (at time of planting and at maturity), spacing and the scientific and common names of all landscape materials used.
  2. The location and type of existing trees over four (4) inches in diameter (measured six (6) inches above the ground) within the area to be developed.
  3. The location and percent of slope of all proposed berms using one (1) foot contours.
  4. Detailed sections showing elevations of all proposed architectural features, such as walls, lighting or water features.
  5. Methods used in staking, mulching, wrapping or any other early tree care used.
  6. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule.

## 6. ARCHITECTURAL STANDARDS

- A. No building shall be permitted if the design or exterior appearance is of such unorthodox or abnormal character in relation to its surroundings as to be unsightly or offensive to generally accepted taste and community standards.
- B. No building shall be permitted where **any** exposed facade is not constructed or faced with a finished material which is aesthetically compatible with the other facades of surrounding properties and presents an attractive appearance to the public. Predominant exterior building materials must be of high quality. Acceptable exterior materials include split face concrete masonry, decorative block, 4-inch brick veneer, 4-inch stone veneer, cut stone panels, pre-cast concrete wall panels, and terra cotta. Proposals to use other materials, including cement fiber products or cultured stone shall require a  $\frac{3}{4}$  majority of the Plan Commission. Materials such as smooth-faced concrete block, EIFS products (such as Dryvit) or pre-fabricated steel panels are not permitted as a primary exterior building material and shall only be allowed as an accent material comprising no more than 25 percent of the visible perimeter of the building.



- C. The facade of a manufacturing, commercial, office, institutional, or park building shall be finished with an aesthetically pleasing material. A minimum of seventy-five (75) percent of the visible perimeter (see diagram) shall be finished with an acceptable glass, brick or decorative masonry material.
- D. Material and color samples shall be submitted to the Plan Commission for review and approval.
- E. The Plan Commission has the discretion to adjust this minimum for building additions.
- F. The relative proportion of a building to its neighboring buildings or to other existing buildings shall be maintained or enhanced when new buildings are built or when existing buildings are remodeled or altered.
- G. Each principal building shall have a clearly defined, highly visible customer entrance with features such as canopies or porticos, arcades, arches, wing walls, and integral planters.
- H. Sides of a building that are visible from adjoining residential properties and/or public streets should contribute to the pleasing scale features of the building by featuring characteristics similar to the front façade of the building.
- I. Dumpsters and other trash receptacles shall be fenced and/or screened from view from street rights-of-way and adjacent residential uses.
- J. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule; as well as the approved protection of the identified wetlands and woodlands on the approved plan.

7. BUILDING AND PARKING SETBACKS

|                     | Front and Street Setback | Rear Setback | Side Setback |
|---------------------|--------------------------|--------------|--------------|
| Principal Structure | 40 ft.                   | 20 ft.       | 20 ft.       |
| Accessory Structure | 40 ft.                   | 5 ft.        | 5 ft.        |
| Off-street Parking  | 40 ft.                   | 10 ft.       | 10 ft.       |

8. MAINTENANCE AND OPERATION

- A. The number, size, location and screening of appropriate solid waste collection units shall be subject to approval of the Plan Commission as part of the required site plan(s). Solid waste collection and recycling shall be the responsibility of the owner.
- B. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the owners.
- C. Long-term storage of rental vehicles shall be limited to the rear/southern parking lot. The front portion of the property may be used for short term rental vehicle storage such as vehicles being dropped off, picked up, cleaned, or maintained. The Zoning Administrator staff may authorize temporary parking of fleet vehicles on the front portion of the property for up to 90 days if the southern parking area is not completed

by May 1, 2013. Any request longer than 90 days shall require Plan Commission approval.

- D. The outdoor storage area shall be used only for fleet vehicles normally associated with a commercial car rental operation. There shall be no storage of semi-trucks or trailers, recreational vehicles, and construction vehicles or equipment permitted.

9. SIGNS

All signs shall conform to the provisions of Sec. 17.0706 of the Municipal Code. All signs must be approved by the Plan Commission as part of the site plan review process.

10. PERMITTED USES

- A. All permitted uses in the M-1, Manufacturing zoning district
- B. Automobile service & repair
- C. Outdoor storage of rental vehicles.
- D. Usual and customary accessory uses to the above listed permitted uses.

11. TIME OF COMPLIANCE

The operator of the conditional use(s) shall begin installing or constructing the elements required in these conditions and restrictions for the conditional use(s) within twenty-four (24) months from the date of adoption of the ordinance authorizing the issuance of a conditional use permit. This conditional use approval shall expire within twelve (12) months after commencing construction, if the structure(s) and paved area(s) for Phase I are not substantially completed. The applicant shall re-apply for a conditional use approval, prior to recommencing work or construction.

12. OTHER REGULATIONS

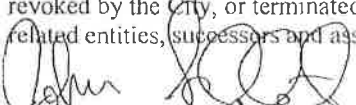
Compliance with all other applicable City, State and Federal regulations not heretofore stated or referenced, is mandatory.

13. REVOCATION

Upon project completion, should an applicant, his heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use as set forth in Section 17.1007 of the Municipal Code.

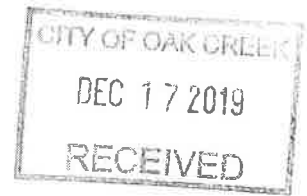
14. ACKNOWLEDGEMENT

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

  
Owner's authorized representative

12/12/12  
Date

John Schlueter  
(please print name)



17 December 2019

Mr. Doug Seymour  
Director of Community Development  
City of Oak Creek  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154

**Re: Carvana LLC – Conditional Use Amendment  
561 West College Avenue**

Dear Mr. Seymour:

Earlier this year Carvana was seeking the addition of a new separate suite number for its delivery hub location at 561 West College Avenue (the “Property”). In that process we were contacted by the City’s Community Development Department concerning the existing conditional use permit (the “Existing CUP”) for auto service and outdoor storage of vehicles for the Property. We were advised that the Existing CUP needs to be updated to formally allow Carvana’s storage, staging, and delivery of pre-sold vehicles, and trade-ins. The permitted functions and use terminology in the Existing CUP is very close to Carvana’s proposed operation, but a little overly specific to rental cars. Kari Papelbon provided us with the Existing CUP, and under her recommendation, I would like to respectfully submit the following Conditional Use Amendment application (the “CUP Amendment”).

#### **Carvana Overview**

Carvana is a publically traded online automotive retailer that operates on a robust online platform ([www.carvana.com](http://www.carvana.com)) of over 22,000 vehicle selection across the country. Buyers make their vehicle selection using 360° views of the interior and exterior of the vehicle. Vehicles are clean titles that have undergone an extensive 150-point inspection and repair process, and typically under 90,000 miles. Once they have made their vehicle selection and completed the purchase transaction portion, customers schedule a specific delivery time slot that can be made in as little as 24 hours. The Oak Creek area doesn’t currently have one of our proprietary Car Vending Machine centers, so customer vehicles are delivered from the regional inspection center to local final-leg delivery hubs (like what is hosted at the Property); thereafter, the vehicles are delivered to the customer’s office or home. Customers are given a 7-day or 400 mile test-to-own period where, for whatever reason, they can schedule a return pickup if necessary. Customers can also trade in their vehicles using the Carvana’s online portal, delivery scheduling options

#### **Site Operation Overview**

Carvana’s use of the Property is limited to delivery hub site. The use consists of in-bound receiving, storing, staging, and delivery of vehicles purchased online, and receiving and outbound of trade-ins. In-bound multi-car haulers deliver pre-sold inventory between 7 am and 8 pm in accordance with existing noise ordinances, typically between 7-8 am. Unloading inventory occurs in the back lot behind the building providing a visual and audible barrier from street front and adjacent properties, minimizing presence of operation during typical business hours. Individual

vehicle deliveries from this location to customers occurs daily between 7 am to 8 pm. Deliveries are by appointment only, and most typically occur between 10 am and 7 pm. The number of employees for current operations is 4-8 depending on shift demand. The number of employee parking stalls provided in front of the building and adjacent in the back are 18 (designated in the site plan concept with the letter 'E') with ample additional available parking. The current average number of vehicles stored in preparation for delivery is 30, but the site could easily accommodate up to 85 vehicles in the future. The site plan submitted with this CUP Amendment illustrates that these projections are only a portion of the total stalls approved in the Existing CUP and less than half the current approved capacity. Pre-sold vehicles are stored for approximately one to four days. The total number of stalls provided is shown at 182, which is fewer than shown on the Existing CUP to allow maneuvering around the back of the lot away from surrounding view.

Ms. Papelbon advises that the City received complaints of stray trash on the Property prior to Carvana's occupancy of the site. Carvana takes great pride in the overall maintenance and aesthetics of all of its sites. Trash and refuse at the Property will be disposed of appropriately in the enclosed dumpster on the Property. Upkeep of the Property, including litter collection and routine maintenance will be ongoing.

We also understand that the City has received intermittent noise complaints relative to the site prior to Carvana's occupancy of the Property. As with trash and refuse management, Carvana will take all appropriate measures to contain noise from its operations. The requested conditions in the CUP Amendment are limited in terms of the duration of hours of operation. Loading of vehicles and related activities will occur only during approved times.

#### **CUP Amendment**

Carvana requests to amend the Existing CUP to incorporate the operation described above. The Existing CUP states that the *outdoor storage area shall be used only for fleet vehicles normally associated with a commercial car rental operation*. Additionally, permitted uses include *automobile service & repair; outdoor storage of rental vehicles; and usual and customary accessory uses to the above listed permitted uses*. Carvana's operation is a less invasive land use than those in the Existing CUP, and minimizes overall impact through its lean Property operational needs and online platform.

Carvana respectfully requests that its uses, similar in nature to the Existing CUP, be expanded from the Existing CUP's rental car operation to include outdoor auto storage for Carvana's inventory honoring the existing approved lot capacity, delivery-fulfillment of sold vehicles, auto sale trade-ins, and usual and customary accessory uses associated therewith.

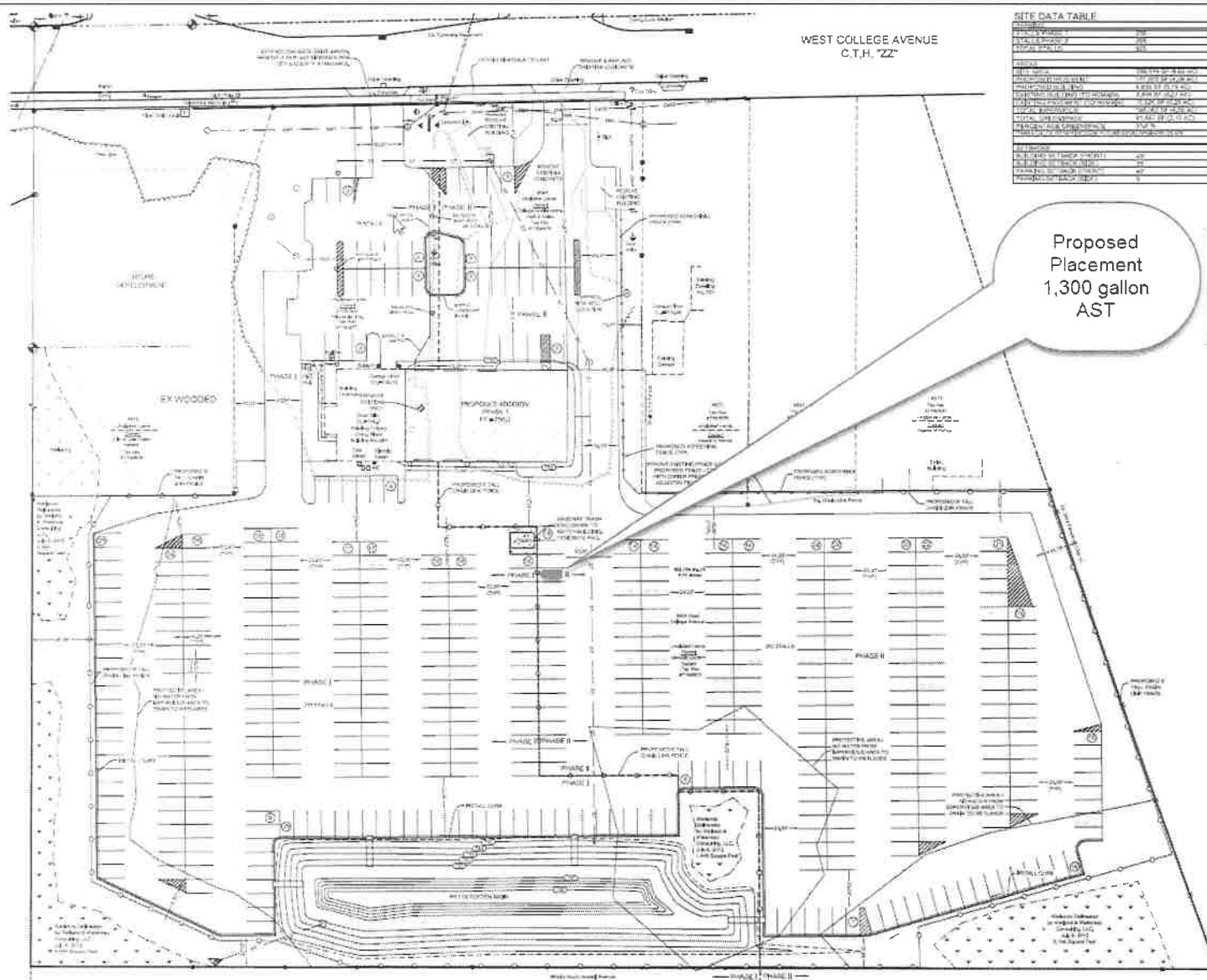
Thank you,

Christian Orr  
Development Project Manager  
1930 Rio Salado Parkway  
Tempe, AZ 85281  
(801) 310-9977 | [Christian.Orr@carvana.com](mailto:Christian.Orr@carvana.com)

APPROVED

*Handwritten signature:* David Papillon  
PC Decision Date: 12-12-17.

WEST COLLEGE AVENUE  
C.T.H. "Z"



**SITE DATA TABLE**

| GENERAL INFORMATION             |  |
|---------------------------------|--|
| PROJECT NO.                     | 17-025   |
| DATE PREPARED                   | 07/11/17   |
| DATE REVISED                    | 07/11/17   |
| SCALE                           | AS SHOWN   |
| PROJECT LOCATION                | 1701 1/2 S. UNIVERSITY AVENUE, MILWAUKEE, WI 53233 |
| CLIENT                          | PETRICHOR HOLDINGS, LLC                            |
| DESIGNER                        | DAAR ENGINEERING, INC.                             |
| CHECKED BY                      | A. KOCH  |
| APPROVED BY                     | A. KOCH  |
| DATE                            | 07/11/17   |
| CONSTRUCTION PERMITS            |  |
| SOUTH SIDE OF COLLEGE AVENUE    |  |
| SOUTH SIDE OF UNIVERSITY AVENUE |  |
| SOUTH SIDE OF HUBBARD STREET    |  |
| SOUTH SIDE OF SYCAMORE STREET   |  |
| SOUTH SIDE OF CHICAGO STREET    |  |
| SOUTH SIDE OF WASHINGTON STREET |  |
| SOUTH SIDE OF MADISON STREET    |  |
| SOUTH SIDE OF JEFFERSON STREET  |  |
| SOUTH SIDE OF CLAY STREET       |  |
| SOUTH SIDE OF WASHINGTON STREET |  |
| SOUTH SIDE OF MADISON STREET    |  |
| SOUTH SIDE OF JEFFERSON STREET  |  |
| SOUTH SIDE OF CLAY STREET       |  |



Proposed Placement  
1,300 gallon  
AST

**LEGEND**

|                     |                                    |
|---------------------|------------------------------------|
| ---(dashed line)--- | EXISTING MINOR CONTOUR             |
| ---(solid line)---  | EXISTING MAJOR CONTOUR             |
| ---(solid line)---  | EXISTING CONTOUR                   |
| ---(solid line)---  | PROPOSED SPOT GRADE AT TOP OF CURB |
| ---(solid line)---  | PROPOSED SPOT GRADE ON CONCRETE    |
| ---(solid line)---  | PROPOSED SPOT GRADE ON ASPHALT     |

**UTILITY LEGEND**

|                     |                         |
|---------------------|-------------------------|
| ---(solid line)---  | EXISTING STORM SEWER    |
| ---(dashed line)--- | EXISTING WATER MAIN     |
| ---(solid line)---  | EXISTING SANITARY MAIN  |
| ---(dashed line)--- | PROPOSED STORM SEWER    |
| ---(dashed line)--- | PROPOSED WATER MAIN     |
| ---(solid line)---  | PROPOSED SANITARY SEWER |

**PROPOSED UTILITY LOCATIONS**

|   |                            |
|---|----------------------------|
| □ | PROPOSED CURB DATE MARKER  |
| ▲ | PROPOSED MANHOLE LOCATION  |
| ▢ | PROPOSED CULVERT STRUCTURE |
| □ | PROPOSED WALL LOCATIONS    |
| ○ | PROPOSED STORM MANHOLE     |

**EXISTING UTILITY LOCATIONS**

|   |                           |
|---|---------------------------|
| ○ | EXISTING MANHOLE LOCATION |
| ○ | EXISTING CURB DATE MARKER |
| ○ | EXISTING STORM MANHOLE    |
| ○ | EXISTING SANITARY MANHOLE |

**DAAR ENGINEERING, INC.**  
 1701 1/2 S. UNIVERSITY AVENUE, SUITE 103  
 MILWAUKEE, WISCONSIN 53233  
 PHONE (414) 334-4437 FAX (414) 334-4438  
 www.daarengineering.com

**SITE PLAN**  
 561.645, 805 W COLLEGE AVENUE  
 OAK CREEK WISCONSIN

OWNER  
 JOHN SCHLUETER  
 PETRICHOR HOLDINGS, LLC  
 1755 N. HUBBARD ST.  
 MILWAUKEE, WISCONSIN 53212

**ENGINEER**  
 AARON E. KOCH, P.E.  
 DIRECTOR OF ENGINEERING  
 DAAR ENGINEERING  
 525 E CHICAGO STREET, SUITE 500  
 MILWAUKEE WISCONSIN 53202  
 414-835-4437

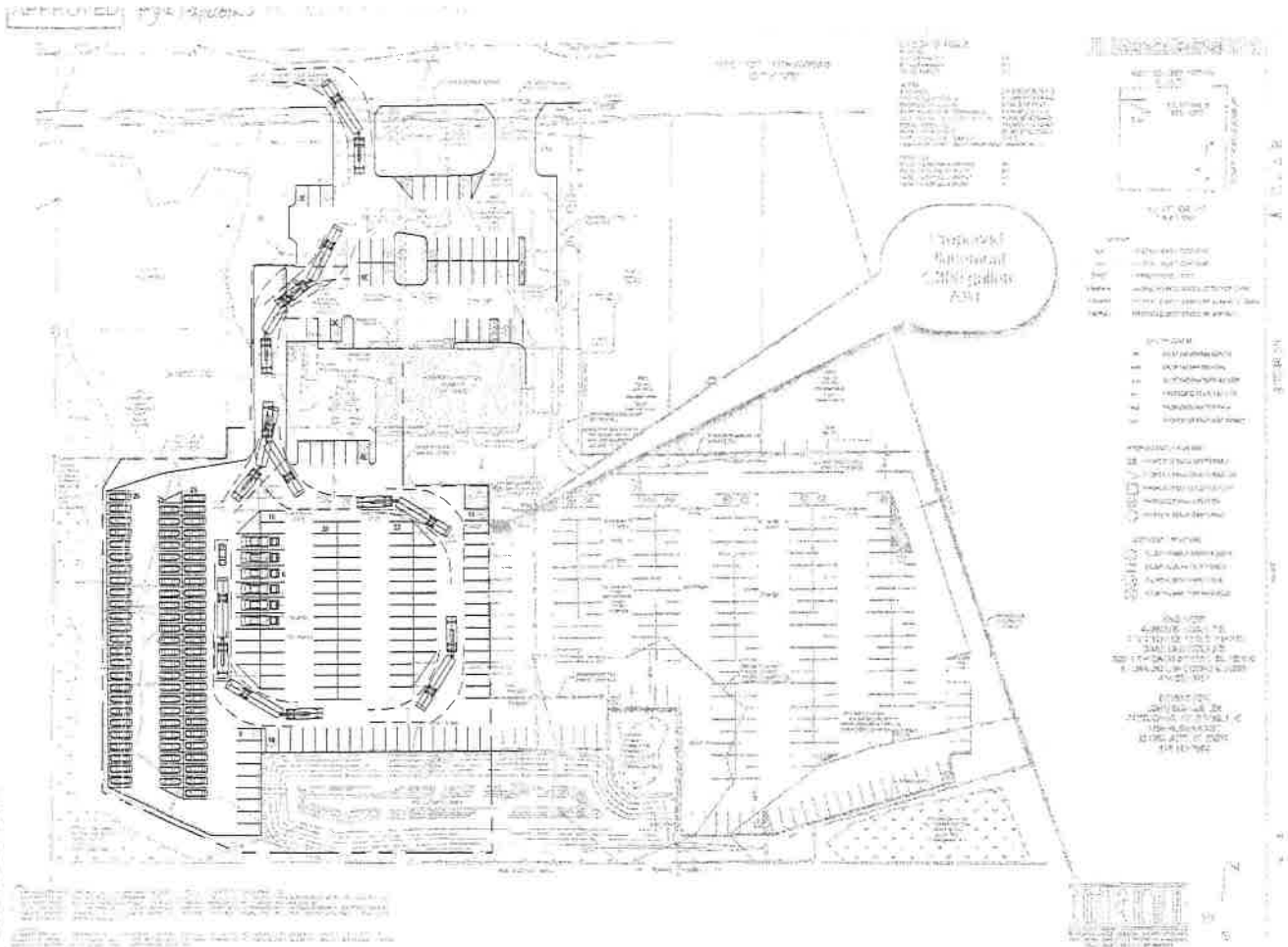
**DEVELOPER**  
 JOHN SCHLUETER  
 PETRICHOR HOLDINGS, LLC  
 1755 N HUBBARD ST  
 MILWAUKEE, WI 53212  
 414-769-7000

DATE: FEB 21, 2013  
 DRAWN BY: AEK  
 PERMITTED BY: AEK  
 PROJECT NO.: 17-025  
 SHEET NO.: 1 of 2



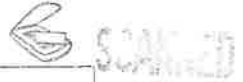
C1.0

1. THIS PLAN AND ALL INFORMATION HEREON IS THE PROPERTY OF DAAR ENGINEERING, INC. AND IS NOT TO BE REPRODUCED, COPIED, TRANSMITTED, OR IN ANY MANNER DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF DAAR ENGINEERING, INC. 2. THE USER OF THIS PLAN AND ALL INFORMATION HEREON IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL INFORMATION CONCERNING THE EXISTING CONDITIONS OF THE SITE. 3. THE USER OF THIS PLAN AND ALL INFORMATION HEREON IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL INFORMATION CONCERNING THE EXISTING CONDITIONS OF THE SITE. 4. THE USER OF THIS PLAN AND ALL INFORMATION HEREON IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL INFORMATION CONCERNING THE EXISTING CONDITIONS OF THE SITE. 5. THE USER OF THIS PLAN AND ALL INFORMATION HEREON IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL INFORMATION CONCERNING THE EXISTING CONDITIONS OF THE SITE.



EMPLOYEE PARKING - 18  
 SINGLE CAR HAULERS - 6  
 TOTAL INVENTORY PARKING - 162

CITY OF GLENDALE  
 DEC 17 2019  
 RECEIVED



**CARVANA**

| ABCD                   |                  |
|------------------------|------------------|
| Purchase               | Annual Rent/Term |
| Access Rating          | Parking Count    |
| Height or Right        | Height Desired   |
| Zoning / Use           | Variance Needed  |
| Launch: Projection Q/Y |                  |

Date Issued: August 23, 2019  
 561 W College Ave

**SD-1**



**City of Oak Creek – Conditional Use Permit (CUP)  
DRAFT AMENDED Conditions and Restrictions**

**Applicant:** Christian Orr, Carvana  
Enterprise Rent-A-Car (former DTG Operations)

**Approved by Plan Commission:** TBD

**Property Address:** 561 W. College Ave.

**Approved by Common Council:** TBD  
(TBD, Amending Ord. # 2665)

**Tax Key Number:** 718-9002-000

**Conditional Use:** Automobile Service (no engine/body repair or paint); Outdoor storage of vehicles

1. LEGAL DESCRIPTION

CERTIFIED SURVEY MAP NO 8522 NE 1/4 SEC 5-5-22 LOT 1.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect.

B. A precise detailed site plan for the area affected by the Conditional Use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

1) **General Development Plan**

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

2) **Landscape Plan**

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

3) **Building Plan**

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

4) **Lighting Plan**

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

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

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

6) **Fire Protection**

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

C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building or occupancy permit.

D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.

- E. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- F. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building or occupancy permit.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Deliveries of vehicles for sale for the Carvana operation shall occur between the hours of 7:00 AM and 8:00 PM.
- B. There shall be no sale of vehicles onsite. All transactions for inventory vehicles shall occur online or by prior arrangement.
- C. There shall be no public access to the fenced and screened storage areas.
- D. No pole signs, pennant flags, light pole flags, permanent banners, or flashing/blinking signs shall be permitted as part of this Conditional Use Permit.
- E. All outdoor storage of vehicles shall be within the approved, fenced and screened parking area to the south of the existing building.
- F. Long-term storage of vehicles shall be limited to the rear/southern parking lot. The front/north parking lot may be used for short-term (less than 14 calendar days) rental vehicle storage, such as vehicles being dropped off, picked up, cleaned, or maintained. Service or repair of vehicles shall be limited to the area behind the existing fence.
- G. Engine repair, body repair, and painting of vehicles shall be prohibited onsite.
- H. The outdoor storage area shall be used only for inventory vehicles for sale for the Carvana operation and fleet vehicles normally associated with a commercial car rental operation. There shall be no storage of semi-trucks or trailers, recreational vehicles, and construction vehicles or equipment, junk/damaged/non-inventory vehicles, parts, or supplies permitted.
- I. There shall be no storage of flammable or hazardous materials except those minimum quantities necessary for the operation of the permitted principal uses. All materials shall be stored inside the building or in an area approved by the Plan Commission and Fire Department.
- J. The applicant shall screen operations from the property to the east with a privacy fence or a combination of privacy fence and year-round landscaping. This screening shall be approved by the Plan Commission.
- K. Solid waste collection and recycling shall be the responsibility of the owner.
- L. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended), Site Plans approved by the Plan Commission December 12, 2017, and the Site Plan included as Exhibit A of these Conditions and Restrictions.

5. LIGHTING

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

6. SETBACKS

|                      | Front and Street Setback | Rear (North) Setback | Side Setback |
|----------------------|--------------------------|----------------------|--------------|
| Principal Structure  | 40 ft                    | 20 ft                | 20 ft        |
| Accessory Structure* | 40 ft                    | 5 ft                 | 5 ft         |
| Parking              | 30 ft                    | 10 ft                | 10 ft        |

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

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if an occupancy permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. OTHER REGULATIONS

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

9. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 9 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other city ordinances.

10. REVOCAION

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

11. ACKNOWLEDGEMENT

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

\_\_\_\_\_  
Owner / Authorized Representative Signature

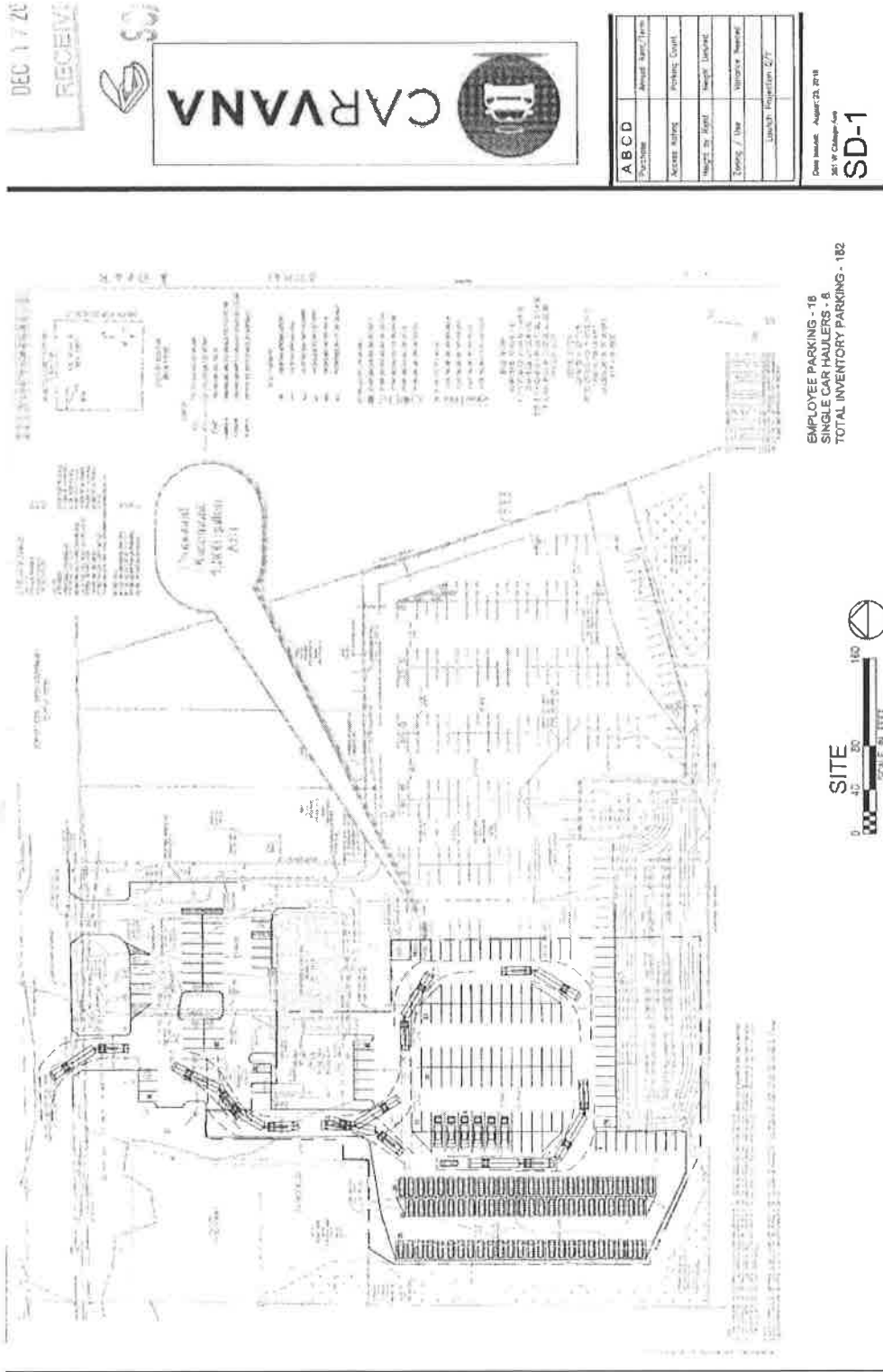
\_\_\_\_\_  
Date

\_\_\_\_\_  
(please print name)

DRAFT

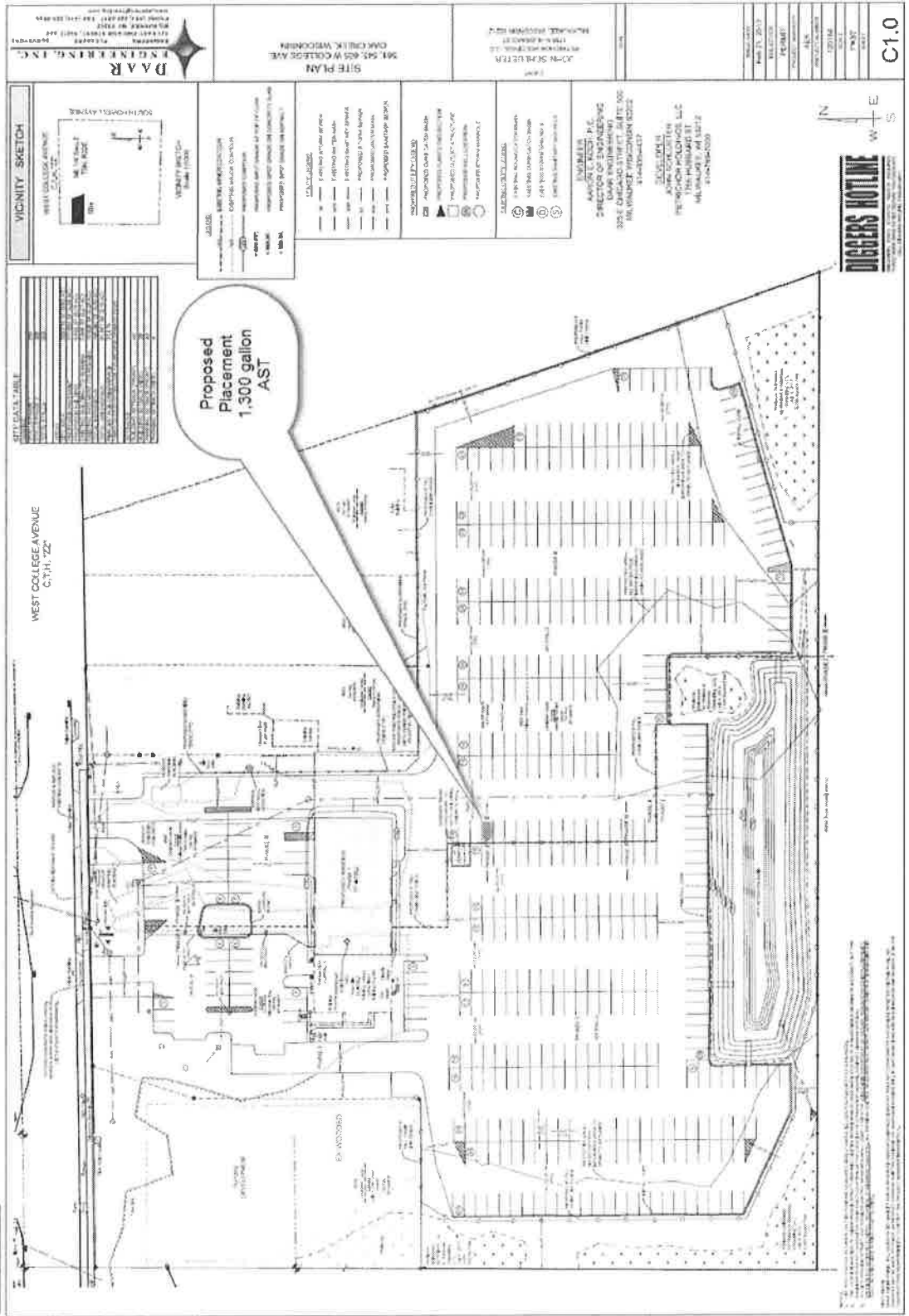
**EXHIBIT A: SITE PLAN**

(Detailed plans in accordance with these Conditions and Restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)



# EXHIBIT B: SITE PLAN APPROVED 12-12-17 (FOR REFERENCE)

APPROVED PC Decision Date: 12-12-17.



## COMMON COUNCIL REPORT

**Item:** Comprehensive Plan Adoption and Text Amendment - Chapter 19, Comprehensive Plan

**Recommendation:** That the Council adopts Ordinance 2963, an ordinance to amend Chapter 19 of the Municipal Code, and to adopt the Comprehensive Plan of the City of Oak Creek.

**Fiscal Impact:** This Comprehensive Plan updates and replaces the "2020 Vision - A Comprehensive Plan for the City of Oak Creek" adopted by the Common Council April 1, 2002. The Comprehensive Plan provides essential guidance for development within the City over the next 20 years. While area-specific updates to the have occurred since 2002, this Comprehensive Plan is the culmination of a multiyear effort to update the Plan in its entirety. Positive effects will be seen in all Critical Success Factor categories, ultimately providing opportunities for continued positive fiscal impacts for future developments and reinvestments.

**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:** As the Common Council is aware, staff have been engaged with consultants from Houseal Lavigne Associates (HLA) in the preparation of a full update to the "2020 Vision – A Comprehensive Plan for the City of Oak Creek." Following an extensive program for public engagement, Steering Committee review, internal staff participation, a public Open House held October 10, and a public hearing before the Plan Commission, staff and HLA are presenting the draft Comprehensive Plan for Council adoption.

In November of 2019, the Council was provided with select discussion points of the Draft Plan for each Aldermanic District. Comments received from Council were incorporated into the document presented to (and adopted by) the Plan Commission. During the public review process, the Plan Commission amended the Land Use Map to identify the properties on the east side of S. 13<sup>th</sup> St. between Rawson Ave. and the property at 7433 S. 10<sup>th</sup> St. (currently owned by Bast Holdings, aka GoRiteway) as appropriate for future Commercial development. South of that area to the existing cemetery would remain shown as Industrial. Additional comments received by staff regarding minor corrections and clarifications were in the process of being incorporated into the draft, and were presented to the Plan Commission during the public hearing on December 10, 2019, and subsequent meetings on January 14 and 28, 2020.

Wisconsin Statutes Section 66.1001(2) defines the contents required to be incorporated into a Comprehensive Plan, which are included with this report for Council reference. The Plan Commission accepted the aforementioned comments and adopted Resolution 2019-04, adopting the Comprehensive Plan and recommending Common Council adoption.

held to 2/17/20

**Options/Alternatives:** Council may request modifications or clarifications to portions of the Comprehensive Plan, provided such modifications or clarifications are in conformance with Wisconsin Statutes.

---

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Fiscal Review:

Bridget M. Souffrant  
Finance Director/Comptroller

Prepared:

  
Kari Papelbon, CFM, AICP  
Planner

Approved:

  
Douglas W. Seymour, AICP  
Director of Community Development

---

Attachments:

Ordinance 2963

Chapter 19 Amendment

Wis. Stats. 66.1001(2), Contents of a Comprehensive Plan

Plan Commission Resolution 2019-04

Comprehensive Plan (link to be provided)

Existing Future Land Use map

Proposed Future Land Use map

Implementation Matrix

Excerpted Plan Commission Minutes 12/10/19 & 1/14/20



ORDINANCE NO. 2963

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

AN ORDINANCE AMENDING CHAPTER 19 OF THE MUNICIPAL CODE  
AND ADOPTING THE COMPREHENSIVE PLAN OF  
THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

WHEREAS, Pursuant to Sections 62.23(2) and (3) of the Wisconsin Statutes, the City of Oak Creek is authorized to prepare and adopt a comprehensive plan update as defined in Sections 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes; and

WHEREAS, The Common Council of the City of Oak Creek has adopted and followed written procedures designed to foster public participation in every stage of the preparation of a comprehensive plan as required by Section 66.1001(4)(a) of the Wisconsin Statutes; and

WHEREAS, The Plan Commission of the City of Oak Creek, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution (Plan Commission Resolution 2019-04) recommending to the Common Council the adoption of the document entitled "Comprehensive Plan, City of Oak Creek," containing all the elements specified in Section 66.1001(2) of the Wisconsin Statutes; and

WHEREAS, The City of Oak Creek has, in compliance with the requirements of Section 66.1001(4)(d) of the Wisconsin Statutes, provided numerous opportunities for public involvement per its adopted public participation plan; and

WHEREAS, The Plan Commission held a public hearing on the proposed "Comprehensive Plan, City of Oak Creek" on December 10, 2019, and subsequently discussed at the January 14, 2020 and January 28, 2020 meetings, in conformance with the requirements of Section 66.1001(4)(d) of the Wisconsin Statutes.

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

SECTION 1: The Common Council of the City of Oak Creek, Wisconsin, does, by enactment of this ordinance, formally adopt the document entitled "Comprehensive Plan, City of Oak Creek," pursuant to Section 66.1001(4)(c) of the Wisconsin Statutes.

SECTION 2: Chapter 19 of the Municipal Code is hereby amended and restated in its entirety as follows:

**SEC. 19.01 INTENT**

The purpose of this section is to establish the City of Oak Creek Comprehensive Plan as the official comprehensive plan of the City of Oak Creek, as defined by Wisconsin statutes. The Comprehensive Plan is intended to promote public health, safety and welfare of the City of Oak Creek by effectively guiding long-range growth and development within the City of Oak Creek and its extraterritorial planning jurisdiction. The Comprehensive Plan provides goals, objectives, policies and recommendations for future land use, transportation, housing, economic development, utilities, community facilities, agricultural resources, natural resources, cultural resources, intergovernmental relations and implementation. Implementation of the Comprehensive Plan is accomplished through other sections of the Oak Creek Municipal Code, more detailed plans, public investments, private development decisions, intergovernmental cooperation and citizen involvement.

**SEC. 19.02 STATUTORY AUTHORITY**

The authority for the City of Oak Creek to prepare and adopt a comprehensive plan is established under Section 62.23(2) of the Wisconsin Statutes. Section 66.1001(2) specifies the required contents of a comprehensive plan.

**SEC. 19.03 ADOPTION OF COMPREHENSIVE PLAN**

The City of Oak Creek Comprehensive Plan, adopted by Resolution of the Plan Commission on January 28, 2020, and by Ordinance of the Common Council on February 4, 2020, is the official Comprehensive Plan of the City of Oak Creek. The abovementioned Comprehensive Plan supersedes and replaces all Comprehensive Plans previously adopted by the City of Oak Creek, except as explicitly provided for in the Comprehensive Plan document or under Section 19.05 below. The text, maps, tables, graphics, goals, objectives, policies and recommendations of the comprehensive plan are intended to serve as a guide as the City of Oak Creek undertakes subsequent actions to implement the plan, except as otherwise provided for under Wisconsin Statutes.

**SEC. 19.04 DISTRIBUTION OF COMPREHENSIVE PLAN**

Per Section 66.1001(4)(b) of Wisconsin Statutes, following adoption of the Comprehensive Plan, the City Clerk of the City of Oak Creek shall send a copy of the adopting ordinance and the adopted Comprehensive Plan document to all of the following:

- (a) Every governmental body that is located in whole or in part within the boundaries of the City of Oak Creek.
- (b) The clerk of every local governmental unit that is adjacent to the local governmental unit that is the subject of the plan that is adopted or amended as described above.
- (c) The Wisconsin Department of Administration.
- (d) The Southeastern Wisconsin Regional Planning Commission (SEWRPC).
- (e) The Oak Creek Public Library.

**SEC. 19.05 DETAILED COMPONENTS OF COMPREHENSIVE PLAN**

Section 62.23(3)(b) of Wisconsin Statutes provides that the City of Oak Creek may from time to time by resolution adopt a part or parts of a Comprehensive Plan.

SECTION 3: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this 4<sup>th</sup> day of February, 2020.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

## COMPREHENSIVE PLAN

### SEC. 19.01 INTENT.

The purpose of this section is to establish the City of Oak Creek Comprehensive Plan as the official comprehensive plan of the City of Oak Creek, as defined by Wisconsin statutes. The Comprehensive Plan is intended to promote public health, safety and welfare of the City of Oak Creek by effectively guiding long-range growth and development within the City of Oak Creek and its extraterritorial planning jurisdiction.

The Comprehensive Plan provides goals, objectives, policies and recommendations for future land use, transportation, housing, economic development, utilities, community facilities, agricultural resources, natural resources, cultural resources, intergovernmental relations and implementation. Implementation of the Comprehensive Plan is accomplished through other sections of the Oak Creek Municipal Code, more detailed plans, public investments, private development decisions, intergovernmental cooperation and citizen involvement.

### SEC. 19.02 STATUTORY AUTHORITY

The authority for the City of Oak Creek to prepare and adopt a comprehensive plan is established under Section 62.23(2) of the Wisconsin Statutes. Section 66.1001(2) specifies the required contents of a comprehensive plan.

### SEC. 19.03 ADOPTION OF COMPREHENSIVE PLAN

The City of Oak Creek Comprehensive Plan, adopted by Resolution of the Plan Commission on January 28, 2020, and by Ordinance of the Common Council on February 4, 2020, is the official Comprehensive Plan of the City of Oak Creek. The abovementioned Comprehensive Plan supercedes and replaces all Comprehensive Plans previously adopted by the City of Oak Creek, except as explicitly provided for in the Comprehensive Plan document or under Section 19.05 below. The text, maps, tables, graphics, goals, objectives, policies and recommendations of the comprehensive plan are intended to serve as a guide as the City of Oak Creek undertakes subsequent actions to implement the plan, except as otherwise provided for under Wisconsin Statutes.

### SEC. 19.04 DISTRIBUTION OF COMPREHENSIVE PLAN

Per Section 66.1001(4)(b) of Wisconsin Statutes, following adoption of the Comprehensive Plan, the City Clerk of the City of Oak Creek shall send a copy of the adopting ordinance and the adopted Comprehensive Plan document to all of the following:

- (a) Every governmental body that is located in whole or in part within the boundaries of the City of Oak Creek.
- (b) The clerk of every local governmental unit that is adjacent to the local governmental unit that is the subject of the plan that is adopted or amended as described above.
- (c) The Wisconsin Department of Administration.
- (d) The Southeastern Wisconsin Regional Planning Commission (SEWRPC).
- (e) The Oak Creek Public Library.

### SEC. 19.05 DETAILED COMPONENTS OF COMPREHENSIVE PLAN.

Section 62.23(3)(b) of Wisconsin Statutes provides that the City of Oak Creek may from time to time by resolution adopt a part or parts of a Comprehensive Plan.

- (2) CONTENTS OF A COMPREHENSIVE PLAN. A comprehensive plan shall contain all of the following elements:
- (a) *Issues and opportunities element.* Background information on the local governmental unit and a statement of overall objectives, policies, goals and programs of the local governmental unit to guide the future development and redevelopment of the local governmental unit over a 20-year planning period. Background information shall include population, household and employment forecasts that the local governmental unit uses in developing its comprehensive plan, and demographic trends, age distribution, educational levels, income levels and employment characteristics that exist within the local governmental unit.
  - (b) *Housing element.* A compilation of objectives, policies, goals, maps and programs of the local governmental unit to provide an adequate housing supply that meets existing and forecasted housing demand in the local governmental unit. The element shall assess the age, structural, value and occupancy characteristics of the local governmental unit's housing stock. The element shall also identify specific policies and programs that promote the development of housing for residents of the local governmental unit and provide a range of housing choices that meet the needs of persons of all income levels and of all age groups and persons with special needs, policies and programs that promote the availability of land for the development or redevelopment of low-income and moderate-income housing, and policies and programs to maintain or rehabilitate the local governmental unit's existing housing stock.
  - (c) *Transportation element.* A compilation of objectives, policies, goals, maps and programs to guide the future development of the various modes of transportation, including highways, transit, transportation systems for persons with disabilities, bicycles, electric scooters, electric personal assistive mobility devices, walking, railroads, air transportation, trucking and water transportation. The element shall compare the local governmental unit's objectives, policies, goals and programs to state and regional transportation plans. The element shall also identify highways within the local governmental unit by function and incorporate state, regional and other applicable transportation plans, including transportation corridor plans, county highway functional and jurisdictional studies, urban area and rural area transportation plans, airport master plans and rail plans that apply in the local governmental unit.
  - (d) *Utilities and community facilities element.* A compilation of objectives, policies, goals, maps and programs to guide the future development of utilities and community facilities in the local governmental unit such as sanitary sewer service, storm water management, water supply, solid waste disposal, on-site wastewater treatment technologies, recycling facilities, parks, telecommunications facilities, power-generating plants and transmission lines, cemeteries, health care facilities, child care facilities and other public facilities, such as police, fire and rescue facilities, libraries, schools and other governmental facilities. The element shall describe the location, use and capacity of existing public utilities and community facilities that serve the local governmental unit. shall include an approximate timetable that forecasts the need in the local governmental unit to expand or rehabilitate existing utilities and facilities or to create new utilities and facilities and shall assess future needs for government services in the local governmental unit that are related to such utilities and facilities.
  - (e) *Agricultural, natural and cultural resources element.* A compilation of objectives, policies, goals, maps and programs for the conservation, and promotion of the effective management, of natural resources such as groundwater, forests, productive agricultural areas, environmentally sensitive areas, threatened and endangered species, stream corridors, surface water, floodplains, wetlands, wildlife habitat, metallic and nonmetallic mineral resources consistent with zoning limitations under s. [295.20 \(2\)](#), parks, open spaces, historical and cultural resources, community design, recreational resources and other natural resources.
  - (f) *Economic development element.* A compilation of objectives, policies, goals, maps and programs to promote the stabilization, retention or expansion, of the economic base and quality employment opportunities in the local governmental unit, including an analysis of the labor force and economic base of the local governmental unit. The element shall assess categories or particular types of new businesses and industries that are desired by the local governmental unit. The element shall assess the local governmental unit's strengths and weaknesses with respect to attracting and retaining businesses and industries, and

shall designate an adequate number of sites for such businesses and industries. The element shall also evaluate and promote the use of environmentally contaminated sites for commercial or industrial uses. The element shall also identify county, regional and state economic development programs that apply to the local governmental unit.

- (g) *Intergovernmental cooperation element.* A compilation of objectives, policies, goals, maps, and programs for joint planning and decision making with other jurisdictions, including school districts, drainage districts, and adjacent local governmental units, for siting and building public facilities and sharing public services. The element shall analyze the relationship of the local governmental unit to school districts, drainage districts, and adjacent local governmental units, and to the region, the state and other governmental units. The element shall consider, to the greatest extent possible, the maps and plans of any military base or installation, with at least 200 assigned military personnel or that contains at least 2,000 acres, with which the local governmental unit shares common territory. The element shall incorporate any plans or agreements to which the local governmental unit is a party under s. 66.0301, 66.0307 or 66.0309. The element shall identify existing or potential conflicts between the local governmental unit and other governmental units that are specified in this paragraph and describe processes to resolve such conflicts.
- (h) *Land-use element.* A compilation of objectives, policies, goals, maps and programs to guide the future development and redevelopment of public and private property. The element shall contain a listing of the amount, type, intensity and net density of existing uses of land in the local governmental unit, such as agricultural, residential, commercial, industrial and other public and private uses. The element shall analyze trends in the supply, demand and price of land, opportunities for redevelopment and existing and potential land-use conflicts. The element shall contain projections, based on the background information specified in par. (a), for 20 years, in 5-year increments, of future residential, agricultural, commercial and industrial land uses including the assumptions of net densities or other spatial assumptions upon which the projections are based. The element shall also include a series of maps that shows current land uses and future land uses that indicate productive agricultural soils, natural limitations for building site development, floodplains, wetlands and other environmentally sensitive lands, the boundaries of areas to which services of public utilities and community facilities, as those terms are used in par. (d), will be provided in the future, consistent with the timetable described in par. (d), and the general location of future land uses by net density or other classifications.
- (i) *Implementation element.* A compilation of programs and specific actions to be completed in a stated sequence, including proposed changes to any applicable zoning ordinances, official maps, or subdivision ordinances, to implement the objectives, policies, plans and programs contained in pars. (a) to (h). The element shall describe how each of the elements of the comprehensive plan will be integrated and made consistent with the other elements of the comprehensive plan, and shall include a mechanism to measure the local governmental unit's progress toward achieving all aspects of the comprehensive plan. The element shall include a process for updating the comprehensive plan. A comprehensive plan under this subsection shall be updated no less than once every 10 years.

RESOLUTION NO. 2019-04

A RESOLUTION BY THE PLAN COMMISSION  
ADOPTING THE COMPREHENSIVE PLAN OF THE  
CITY OF OAK CREEK, IN MILWAUKEE COUNTY, WISCONSIN

**WHEREAS**, §62.23(2) and (3) and §66.1001(4) of the Wisconsin Statutes establish the required procedure for a local government to adopt a Comprehensive Plan; and

**WHEREAS**, §66.1001(2), Wisconsin Statutes; identifies the required elements of a Comprehensive Plan; and

**WHEREAS**, the City of Oak Creek Plan Commission has the authority to adopt the Comprehensive (master) Plan by resolution, and also to recommend that the Common Council adopt the Comprehensive Plan; and

**WHEREAS**, the City has prepared the attached document, Comprehensive Plan City of Oak Creek, containing all maps and other descriptive materials, to be the Comprehensive Plan for the City under §66.1001, Wisconsin Statutes; and

**WHEREAS**, the City has duly noticed a public hearing on the aforementioned Comprehensive Plan City of Oak Creek, and the Plan Commission has held the public hearing following the procedures in §66.1001(4), Wisconsin Statutes.

**NOW, THEREFORE, BE IT RESOLVED** that the Plan Commission of the City of Oak Creek hereby adopts the attached Comprehensive Plan City of Oak Creek as the City's Comprehensive Plan, and recognizing that the Common Council must also adopt the Comprehensive Plan for it to become effective; and

**BE IT FURTHER RESOLVED** that the Secretary of the Plan Commission certifies a copy of the attached Comprehensive Plan City of Oak Creek to the Common Council; and

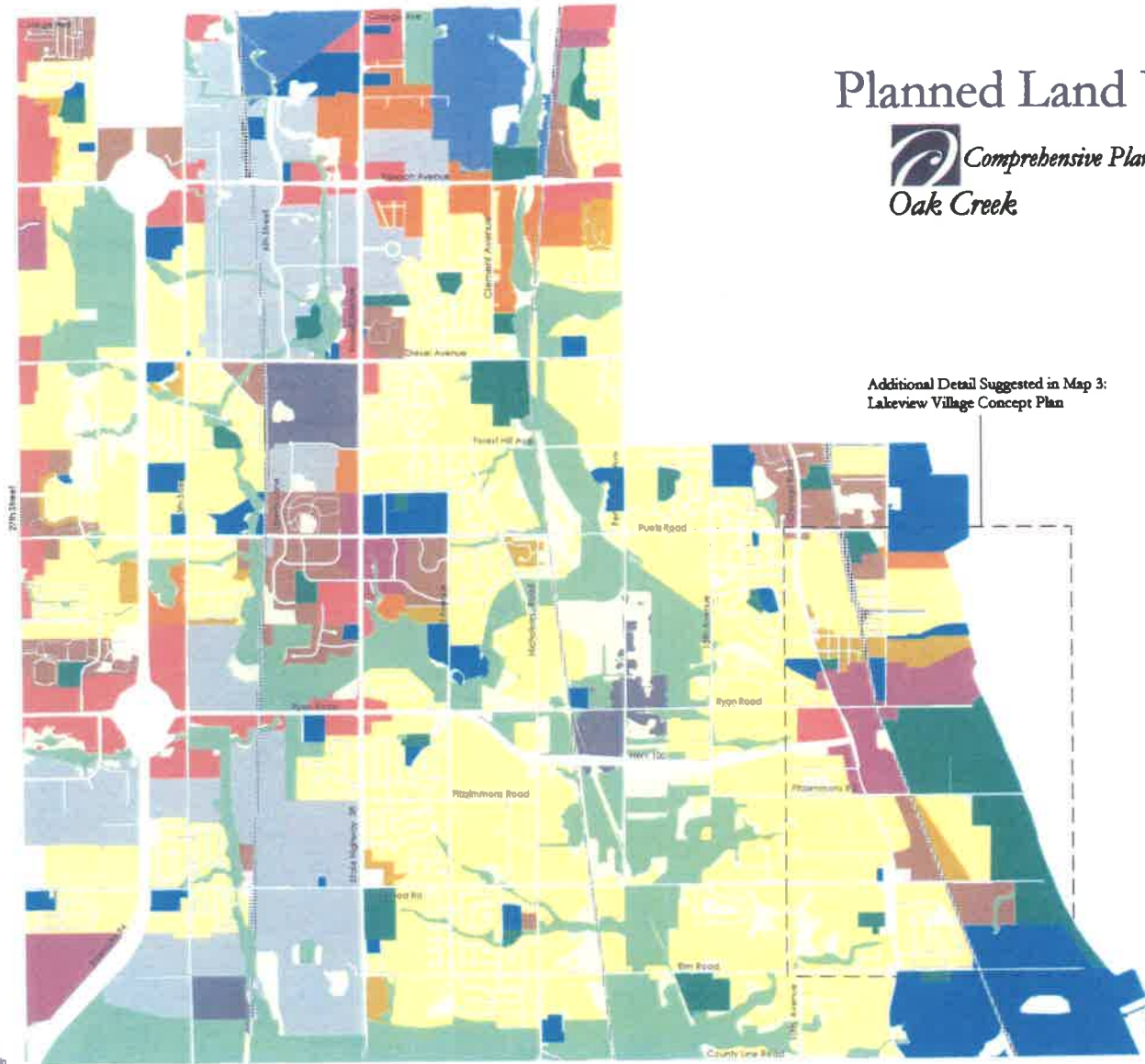
**BE IT FURTHER RESOLVED** that the Plan Commission hereby recommends that the Common Council adopts the Comprehensive Plan by Ordinance.

Passed and adopted this 28<sup>th</sup> day of January, 2020.

  
Plan Commission Chair

Attest:  
  
Secretary of the Plan Commission

# Planned Land Use



- Planned Land Use Categories**
- Single Family Residential
  - Two Family/Townhouse Residential
  - Mixed Residential
  - Planned Office
  - Neighborhood Business
  - Planned Business
  - Planned Industrial
  - General Industrial
  - Planned Mixed Use
  - Institutional
  - Air Transportation
  - Active Recreation
  - Resource Protection Area
  - Limited Development Area
  - Road
  - Rail

Shapes on map represent general recommendations for future land use at "build-out" of the City. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map.

Base Map Source: City of Oak Creek.  
See plan text for source of Resource Protection Area delineations.

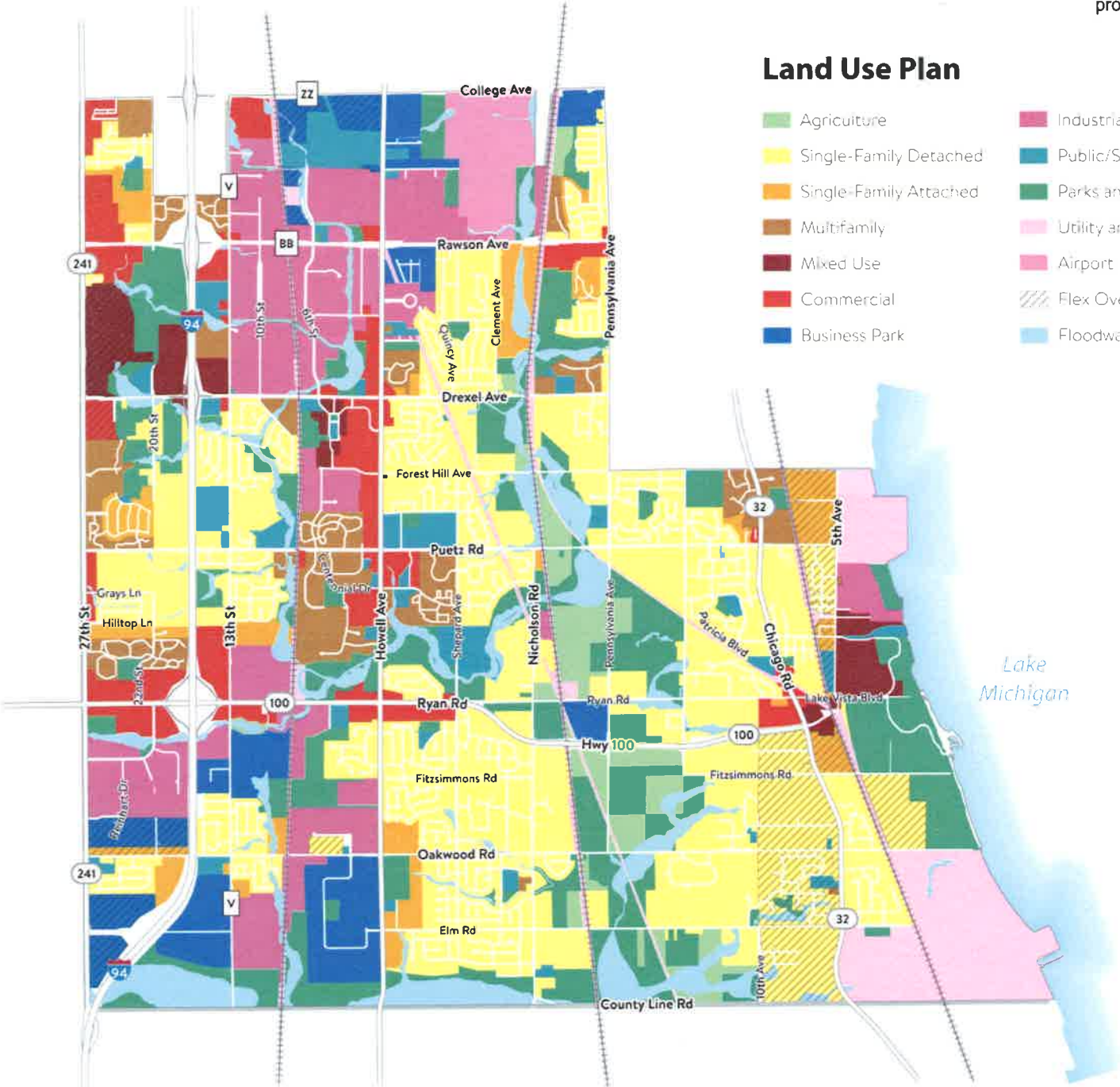


Adopted: April 1, 2002

\*Please refer to staff report for revisions in progress.

### Land Use Plan

- Agriculture
- Single-Family Detached
- Single-Family Attached
- Multifamily
- Mixed Use
- Commercial
- Business Park
- Industrial
- Public/Semi-Public
- Parks and Open Space
- Utility and Railroad
- Airport
- Flex Overlay
- Floodway





\*Please refer to staff report for revisions in progress.

| Objective  | Recommended Action  | Priority | Ease of Implementation | Potential Partners                                       |
|--|---|----------|------------------------|--|
| <b>Housing and Neighborhoods Framework</b>   |   |          |                        |  |
| Promote reinvestment in established neighborhoods  | Encourage private property owners to continually invest and maintain their properties   | Ongoing  | C                      | Private Property Owners                                  |
| Support property maintenance   | Consider waiving the costs that the City generates to place a dumpster or receive a license or permit for a limited time period every year to encourage homeowners to reinvest in their properties          | 2        | B                      | Public Works Department                                  |
| Strategic code enforcement   | Adopt technology to maximize the amount of time inspectors are in the field, speed the flow of information between concerned parties, foster accountability, and track results                              | 2        | C                      | Community Development Department                         |
|  | Put systems in place to establish a fast and seamless process by which cases move through the enforcement process by coordinating code enforcement activities with the activities of other City departments |          |                        |  |
|  | Identify which property maintenance issues should be prioritized and focus resources to these categories  |          |                        |  |
|  | Continue to foster strong working relationships with Oak Creek residents, neighborhood associations, and homeowners' associations to capitalize on their "eyes on the ground"                               |          |                        |  |
|  | Build an information system on the City's website to better communicate the code enforcement process with the Oak Creek community   |          |                        |  |
| Target areas for new residential development   | Proactively rezone properties identified in the Land Use Plan for all forms of housing  | 1        | B                      | Private Property Owners, Plan Commission, Common Council |
|  | Establish standards of review for zoning text and map amendments including standards for both the City Plan Commission and the Common Council   | 1        | A                      |  |
| Encourage the development of attainable housing products   | Work to capture the portion of the local workforce who live outside the City through the development of attainable housing in conjunction with new residential development                                  | 3        | C                      | Development Community                                    |
| Promote the development of affordable senior housing near retail, transit, and open space  | Promote the development of affordable senior housing which incorporates universal design  | 2        | C                      | Development Community                                    |
| Revise the City's subdivision ordinance to encourage conservation designed development and other sustainable practices to accommodate residential growth adjacent to sensitive natural areas | Update the subdivision ordinance to include provisions for the allowance of conservation-oriented subdivision development, also known as cluster development.   | 1        | B                      | Private Property Owners                                  |
|  | Incorporate sustainable practices in the development process to help protect the quality of natural resources   | 1        | B                      | Wisconsin Department of Natural Resources                |

| Objective  | Recommended Action   | Priority | Ease of Implementation | Potential Partners                      |
|--|--|----------|------------------------|---|
| Encourage increased density in select areas of the City, including the Lakefront and along key corridors   | Update the list of Permitted and Conditional Uses in the Rm-1 zoning district  | 1        | A                      | Community Development Department        |
|  | Permit accessory dwelling units (ADU) as a conditional use in the Rs-4 and Rd-1 Districts  | 1        | A                      |   |
| Encourage new residential development that supports healthy lifestyles and positively impacts key well-being indicators  | Revising Section 14.104 of the City's Subdivision Ordinance to require sidewalks to be installed in all new residential developments                             | 1        | B                      | Community Development Department        |
|  | Incentivize the development of residential neighborhoods that incorporate elements of universal design   | 3        | C                      | Development Community                   |
|  | Promote development within walking distance of commercial areas  | 2        | B                      |   |
|  | Promote incorporation of public gathering spaces into design of new neighborhoods to provide opportunities for social interaction                                | 3        | B                      |   |
| <b>Economic Development Framework</b>  |  |          |                        |   |
| Promote additional commercial, entertainment, and mixed use development  | Proactively rezone properties identified in the Land Use Plan for commercial and mixed use development   | 1        | B                      | Private Property Owners                 |
|  | Expand the list of permitted uses in key zoning districts  | 1        | A                      | Community Development Department        |
|  | Consider alternative funding sources for improvements that foster a sense of place   | 2        | C                      | Elected Officials                       |
| Ensure that commercial and multifamily development and redevelopment reflect the high standards of the community   | Consider updating and expanding the 27th Street Overlay District design guidelines to apply to other commercial and multifamily areas in the City                | 1        | A                      | Community Development Department        |
| Promote neighborhood-serving commercial uses in proximity to residential neighborhoods   | Consider establishing specific use provisions for new commercial uses near residential zoning districts  | 1        | A                      | Community Development Department        |
| Continue to implement the Lakefront Redevelopment Concept TID #13  | Activate recreation areas along the lakefront  | 2        | C                      | Development Community, Milwaukee County |
|  | Increase residential opportunities   | 2        | C                      |   |
|  | Increase commercial and mixed-use options  | 2        | C                      |   |
| Revise the City's development standards to ensure quality site design that reflects the high standards of the community and the preservation of quality open space | Consider revising the maximum building area requirement to a maximum lot coverage requirement  | 1        | A                      | Development Community                   |
|  | Enhance buffer yard requirements to include a variety of buffer types that feature varying depths, landscape materials, and heights based on adjoining land uses | 1        | A                      | SEWRPC                                  |

| Objective  | Recommended Action  | Priority | Ease of Implementation | Potential Partners                    |
|--|---|----------|------------------------|---------------------------------------|
| Improve the appearance and stormwater function of commercial, industrial, and multifamily developments in the City   | Strengthen the City's landscaping standards to ensure that they are consistently applied across development types, and enhanced to require a varying amount of screening based on adjacent uses       | 1        | A                      | SEWRPC                                |
|  | Consider developing incentives for the use of green infrastructure, such as native plantings, bioswales, and permeable pavers to improve onsite stormwater absorption                                 | 1        | A                      |                                       |
|  | Consider establishing required parking maximums in addition to minimums   | 1        | A                      | Community Development Department      |
| Continue to require appropriate private investment in infrastructure to offset the City's burden related to the development or expansion of industrial land uses   | Continue to require appropriate private investment in infrastructure to offset the increased burden related to the development  | Ongoing  | A                      | Development Community                 |
| Consider allowing live/work spaces in appropriate locations in the City for Artisan Manufacturing  | Allow Artisan Manufacturing in small lot industrial areas in close proximity to commercial areas  | 1        | A                      | Arts Community, Development Community |
|  | Permit multiunit live/work housing and limited retail within Artisan Manufacturing  | 1        | A                      |                                       |
| Consider the development of retrofit standards to ensure appropriate reinvestment in existing industrial and commercial properties as ownership or uses change   | Establish a zoning compliance certification process which would require all new users to certify with the Department of Community Development that they comply with all zoning ordinance requirements | 1        | A                      | Community Development Department      |
|  | Establish a menu of retrofit options to allow developers to choose the most effective and financially feasible option for the development   | 1        | A                      |                                       |
| <b>Transportation and Mobility Plan</b>  |   |          |                        |                                       |
| Coordinate with adjacent municipalities, Milwaukee County, Southeastern Wisconsin Regional Planning Commission (SEWRPC), and WisDOT to address improvement and enhancement projects on roadways not under the jurisdiction of the City | Review the multiyear programming and planning of SEWRPC, Milwaukee County, and WisDOT to ensure that Oak Creek is up-to-date on planned projects and improvements                                     | Ongoing  | A                      | SEWRPC, WisDOT                        |
|  | Maintain that Oak Creek is a stakeholder on any future updates or new planning endeavors that are commissioned by SEWRPC, Milwaukee County, or WisDOT   | Ongoing  | A                      |                                       |
| Explore the feasibility of enhancing east-west connections throughout the community to relieve traffic congestion and create better access   | Revise the subdivision ordinance to include a connectivity index minimum of new residential and nonresidential subdivision street networks  | 1        | B                      | Community Development Department      |

| Objective  | Recommended Action  | Priority | Ease of Implementation | Potential Partners               |
|--|---|----------|------------------------|----------------------------------|
| Preserve and enhance the existing street hierarchy to ensure that commercial and industrial areas are well served, and residential neighborhoods are protected from incompatible through traffic | Continue working with regional partners to study the feasibility of roadway widening projects   | Ongoing  | B                      | WisDOT                           |
|  | Consider requiring that large-scale traffic-generating uses either build new roads or expand impacted roads to City specifications, then transfer them to the City once development is finished | 2        | C                      | Development Community            |
|  | Consider exacting impact fees to offset the cost of improvements  | 2        | C                      |                                  |
| Continue to regularly review roadway conditions and identify priority projects to ensure the continued maintenance, efficiency, and safety of the roadway network                                | Continually monitor regional, state, and federal funding programs and grants  | Ongoing  | A                      | Community Development Department |
| Embrace new technology for autonomous vehicles by updating parking requirements and land use patterns to adapt to shifting transportation preferences  | Develop a strategic plan to identify community priorities as to how reclaimed right-of-way and parking areas should be repurposed   | 3        | C                      | Public Works Department          |
|  | Regularly check sources such as the Institute of Transportation Engineers (ITE) to ensure that requirements are relevant  | Ongoing  | A                      |                                  |
| Enhance pedestrian and cyclist connections to commercial areas   | Revise Section 14.104 of the City's subdivision ordinance to expand the requirements for sidewalks to include internal pedestrian walkways  | 1        | B                      | Community Development Department |
|  | Revise Section 17.0403 of the City's zoning ordinance to require internal pedestrian walkways to be built and connected to public sidewalks when any parking lot is built                       | 1        | A                      |                                  |
|  | Adopt retrofit standards and include the construction of internal pedestrian walkways and their connection to public sidewalks as an option developers may choose from                          | 1        | A                      |                                  |
| Consider the development of a bike share system to offer an active transportation option to key locations such as parks, schools, employment centers, and commercial corridors                   | Conduct a study with South Milwaukee and BublR Bikes to better understand how this system could be implemented in Oak Creek and to document community support for such an initiative            | 2        | C                      | South Milwaukee, BublR Bikes     |
| Coordinate with transit providers to adjust and potentially expand bus routes and bus frequency to better connect area residents to Oak Creek employment and commercial areas                    | Work with Milwaukee County Transit to study the feasibility of expanding Route 80   | 2        | D                      | Milwaukee County Transit         |

| Objective   | Recommended Action  | Priority | Ease of Implementation | Potential Partners                        |
|---|---|----------|------------------------|---|
| Support the extension of Kenosha-Racine-Milwaukee rail service and the location of a station in Oak Creek   | Support plans to increase the number of Milwaukee-Chicago round trips on the Amtrak Hiawatha line from seven to 10 in the next five years   | Ongoing  | A                      | Amtrak, State of Wisconsin                |
| Implement Complete Streets policies as part of roadway and infrastructure improvements to enhance and complement the existing trails system in the City | Pass a Complete Streets ordinance to expand its network of multimodal transportation routes throughout the community  | 1        | C                      | Elected Officials                         |
| <b>Parks, Open Spaces, and Environmental Features Plan</b>  |   |          |                        |   |
| Continue to identify opportunities for parkland enhancement to better serve the community   | Prioritize the development of new parks in portions of the City where development potential is severely limited due to the presence of floodplains and wetlands.  | 2        | D                      | Recreation Department                     |
| Create accessible and inclusive playgrounds.  | Make accessibility and inclusivity be prime considerations as the City updates and replaces existing playgrounds and builds new ones.   | 3        | B                      | Recreation Department                     |
| Perform a facilities needs assessment for the Recreation Department to ensure easy and continued access to their programming.                           | Perform a facilities needs assessment to ensure that the Recreation Department has the facilities to accommodate existing needs and potential increased demand for these services.  | 2        | B                      | Recreation Department                     |
| Undertake a feasibility study to determine the demand for the development of a recreation center.   | Undertake a feasibility study to determine the demand for the development of a recreation center both as a part of the Lakefront redevelopment and in other highly accessible locations in the community, such as Abendschein Park or the Oak Creek Parkway Park. | 2        | B                      | Recreation Department                     |
| Work with Milwaukee County to explore opportunities to better utilize open spaces.  | Work with Milwaukee County to explore opportunities to better activate County owned open space while ensuring their quality is not diminished so that the regional open space network can better meet local open space needs.                                     | 3        | C                      | Milwaukee County                          |
| Continue to protect environmental resources in Oak Creek.   | Review and update the development standards for the Floodway, Flood Fringe, and General Floodplain zoning overlay districts to ensure that they are in keeping with modern best practices.  | 1        | A                      | Community Development Department          |
| Continue to work with the Wisconsin Department of Natural Resources to improve the water quality of the Oak Creek and Root River.                       | Continue to utilize green infrastructure throughout the community.  | ongoing  | B                      | Wisconsin Department of Natural Resources |

| Objective  | Recommended Action   | Priority | Ease of Implementation | Potential Partners                       |
|--|--|----------|------------------------|--|
| <b>Community Facilities and Utilities Plan</b>   |  |          |                        |  |
| Achieve green goals.   | Consider placing an existing staff position (or creating a new position) in charge of sustainability and resiliency implementation.  | 2        | C                      | Elected Officials                        |
|  | Form a Sustainability and Resiliency Advisory Board to work with the appointed staff person in the development of a Sustainability and, Resiliency, and Hazard Mitigation Master Plan with the goal of meeting the standards of the U.S. Green Building Council's LEED for Cities and Communities program. | 2        | D                      |  |
| Provide a supportive environment for people of all ages, abilities, and backgrounds to meaningfully engage through diverse and connected venues and activities that appreciate the City's history, affirm its evolving present, and envision its future. | Provide non-English versions of City permits, event notifications, surveys, and more.  | 3        | D                      | City Administrator's Office              |
|  | Consider offering to drop-off and pick-up barricades needed for block parties under certain circumstances and expand the hours during which residents can pick-up and drop-off barricades.   | 3        | B                      | Public Works Department                  |
|  | Host additional events for holidays such as Holi, Diwali, Chinese New Year, or Ramadan and consider expanding the existing holiday events it hosts to showcase how other cultures celebrate the holiday.   | 3        | B                      | Recreation Department                    |
|  | Include a Resident Showcase in the Acorn Newsletter.   | 3        | A                      | City Administrator's Office              |
| Continue to work with the Oak Creek-Franklin Joint School District as it implements the planned improvements funded by the November 2018 referendum.   | Prioritize the recommendation and approval processes of School District projects as they appear before the Plan Commission and Common Council.   | Ongoing  | B                      | Oak Creek-Franklin Joint School District |
|  | Coordinate with the School District to notify the community of road/lane closures and other impacts associated with the construction of planned projects.  | Ongoing  | B                      |  |
| Cooperate with the Oak Creek-Franklin Joint School District to ensure school capacity is a central component of decision making as new residential development occurs and the community continues to grow.   | Revise the City's Planned Unit Development (PUD) Ordinance process to ensure that City staff have an opportunity to meet with the School District after the pre-application conference and prior to referral to the Plan Commission.   | 1        | A                      | Community Development Department         |
|  | Require larger scale multifamily developments to be permitted as a conditional use.  | 1        | A                      |  |

| Objective  | Recommended Action   | Priority | Ease of Implementation | Potential Partners                                  |
|--|--|----------|------------------------|---|
| Support the Oak Creek campus of the Milwaukee Area Technical College as they continue to grow and expand their facilities.   | Co-sponsor events around areas of common interest such as economic development, job placement, and business development.   | 3        | B                      | Milwaukee Area Technical College - Oak Creek Campus |
|  | Improve joint planning efforts such as attracting and retaining businesses and linking Emergency Management Plans.   | 3        | B                      |   |
|  | Explore the feasibility of partnering with MATC on developing a conference center in proximity to the Oak Creek campus and airport.  | 3        | B                      |   |
| Continue to coordinate and cooperate with utility providers in the City to ensure that the community continues to be well served as Oak Creek grows and demand for services increases and changes. | Coordinate with We Energies on all future expansions to ensure that any proposed development in close proximity to existing or potential residential areas is properly buffered.                 | Ongoing  | B                      | We Energies   |
|  | Coordinate with MMSD to ensure that the community continues to be well served as the population grows in the future.   | Ongoing  | B                      | Milwaukee Metropolitan Sewer District               |
|  | Review the Land Use Plan and priority areas for additional development to ensure that they align with the recommendations made in the Comprehensive Water System Master Plan once it is adopted. | 2        | A                      | Community Development Department                    |
|  | Continue to coordinate with utility providers as they upgrade and enhance their facilities.  | Ongoing  | B                      | Utility Providers                                   |
| Increase and bolster broadband capacity in Oak Creek through detailed analysis, strategic partnerships, and applicable resources.  | Establish a broadband entity or committee to oversee the implementation of the Broadband Forward! ordinance.   | 1        | C                      | Information Technology Department                   |
|  | Conduct a comprehensive City-wide analysis of existing conditions to establish a basis for improvements and develop a plan of implementation to increase bandwidth.                              | 1        | D                      |   |

**EXCERPTED MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, DECEMBER 10, 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; Doug Seymour, Director of Community Development; and Laurie Miller, Zoning Administrator.

**Minutes of the November 12, 2019 meeting**

Commissioner Siepert moved to approve the minutes of the November 12, 2019 meeting. Commissioner Chandler seconded. On roll call: all voted aye.

**PUBLIC HEARING  
COMPREHENSIVE PLAN AMENDMENT  
CITY OF OAK CREEK  
UPDATE COMPREHENSIVE PLAN**

Planner Papelbon explained City staff have been working with Houseal Lavigne Associates since Spring 2018 to do a complete update to the Comprehensive Plan. There has been a lot of internal staff participation that informed the draft that was presented at the meeting. There have also been several Steering Committee meetings. Public participation included an online platform called map.social, online surveys, in-person interviews, workshops, pop-up event at the tree lighting ceremony, and an Open House on October 10, 2019 where the draft was presented. As part of the staff report there are before-and-after maps that highlight the changes in each Aldermanic District. These maps were also provided to the Aldermen of each District for information purposes, and to solicit comments or answer any questions.

Planner Papelbon read the public hearing notice into the record.

Brandon Nolin, Houseal Lavigne Associates, explained the firm has worked with staff and the community over the last year-and-a-half to develop the draft Comprehensive Plan that is being presented to Commissioners. Mr. Nolin presented an overview of the Comprehensive Plan. His points are summarized below.

- The purpose of the Plan is to provide a long-term vision for growth and development over the next 20 years.
- Wisconsin State Statutes state the Comprehensive Plan must be updated every 10 years.
- Many communities do interim updates as they go, but this is the longer larger scale update of the Plan.
- The Comprehensive Plan should be a guiding force as considering changes in zoning, changes in subdivision ordinances, looking at districts and improvement standards, and serving as a way station when looking at how to evaluate and propose amendments to zoning ordinances in the future.
- Over the last 18 months, starting in May 2018, they started with public engagement exercises to make sure they had a solid understanding of what the community was looking to achieve with the Comprehensive Plan. They also provided an existing conditions overview. A vision workshop was held to develop visions, goals, and vectors for the plan. That was then vetted



- with staff and the Steering Committee. A plan was developed and now going through the adoption process.
- The existing additions phase was founded in community outreach and engagement through various outreach exercises, as mentioned by Planner Papelbon.
  - Some of the key themes from the community outreach were:
    - There were concerns about the pace of development and making sure there is a plan in place. This key theme underscored the need for this process.
    - There is a limited availability of land available left to grow. Growth in the future must be very strategic.
    - With an increase in distribution and warehouse uses there are some notes from the community regarding potential conflicts between previous development, residential development, and new uses.
    - The community is calling for ways to improve public transportation as well as the bike and pedestrian infrastructure throughout the community. Public transit does need to be done in partnership with other entities, but the community is looking for the City to do more to accommodate bike and pedestrian mobility in the future as development occurs and improve existing neighborhoods and districts as well.
    - The community sited the strength of City services and are happy with what is happening in Oak Creek right now. The concern is to maintain the high level of quality services as development occurs in the future.
  - The Comprehensive Plan is founded on existing conditions. Houseal Lavigne documented a snapshot of current conditions. The conditions they looked at were population, age characteristics, unemployment rates, inflow/outflow of employment, and housing stock. The graph presented shows steady growth with predicted growth to continue. The plan is important moving down the line because it looks at change happening in the community and how to accommodate that change.
  - Existing land use was also a big factor, looking at what is the current palette of land use and development is within the community. They documented every parcel in the City. They also took into consideration previous studies, such as the single-family development inventory that was undertaken as part of a strategic plan initiative. They looked at those opportunities as part of the existing land use inventory as well.
  - The land use plan is the core element of the Comprehensive Plan document. The following slides he covered showed areas where land use has changed.
    - The proposed land use for the 27<sup>th</sup> Street corridor is true to what was in the previous plan, however, this plan is looking more at select applications of where commercial or mixed-use development will be considered. Focusing the activity at key intersections and allowing for more housing in the interior components of the corridor. Looking for more housing opportunities away from the main intersections.
    - On the south end of 27<sup>th</sup> Street there was mixed messaging in the pervious planning efforts. With the interchange improvement on the south end of town the plan looks at how that can be leveraged for more economic development. The plan proposes business parks and industrial uses in that area complimented by single family and single family attached development that is already there or proposed. Attention will be paid to how those different land uses relate to one another. Along the edges there will be landscaping and buffers built in to avert those conflicts.
    - Along the 13<sup>th</sup> Street area most of the east side of the corridor has been viewed predominantly as industrial in the past and this proposed plan is the same. On the west side of 13<sup>th</sup> Street along the Interstate the proposed plan is promoting regional commercial and mixed-use development. Towards the intersection with Drexel the proposed plan is complimenting what is happening to the west in the area of Ikea. North

- along 13<sup>th</sup> Street there will be a mix of multi family and commercial development to reflect more of what is on the ground today and make it a better version.
  - The plan supports what has been discussed in the past along the lakefront area. This is in alignment with TID 13 and recommendations made by that plan. One area of note is at Chicago Road and Ryan Road. They are proposing a neighborhood commercial note there as a way of providing additional access to retail in a growing area.
- The compliment to the land use framework is the housing and neighborhoods framework. This will provide additional levels of detail around housing and additional level of details around commercial and economic development to show some of the nuances that's occurring within those different land use colors. This will take the land use plan and break out the residential components.
  - Promote reinvestment: The proposed plan is really focused on promoting reinvestment in some established neighborhoods and recognizing that those are great assets that should be preserved and maintained. With hopes of future reinvestment. As housing prices and affordability changes the established neighborhoods become the affordable stock that the City would want to preserve for the future.
  - Attainable housing: When looking at new single-family development also looking at other housing types, else where in the community that could accommodate a range of price points and a range of affordability.
  - Encourage Conservation-Oriented Development- There are a lot of water ways in the community that impacts flood plain and developable area.
  - Increase density where appropriate- Looking at the key corridors and areas where there is a foot hold in development. Looking at Drexel Town Square there is more density here creating a nice district and the proposed plan looks at capitalizing on some of those assets.
  - Fostering community health- Making sure neighborhoods are very walkable and healthy areas to live.
- Conservation development- When looking at developing a plat of land that is partially impacted by flood plains it is important to look at ways that still accommodates desired density, but only does it on select parts of the parcel. More density would be concentrated on parts of the parcel, but overall, it's the same gross density. This tool can be used with single family development, town homes, or multifamily development. This takes advantage of the developable areas and maintaining natural areas.
- The Comprehensive Plan recommends that to accommodate the growth that is happening in the region to consider attached dwelling units in some residential areas to allow for some density without impacting the character of those areas. Looking at internal accessory dwelling units or attached dwelling units that allows an addition of a studio or one-bedroom unit to an existing building. The units would not be noticeable from the street, it would accommodate more density in the neighborhood, and provide more affordability and flexibility for the property owners.
- Economic Development Framework focuses in what the nuances and differences are between those different red and purples areas on the land use plan. This really does focus in on those different character areas along the 27<sup>th</sup> Street corridor. Looking at promoting more business park development on the north end of town while recognizing there is an established momentum going with the larger scale industrial on the south end of town and looking at mixed use development in the lake front area as well as around Drexel Town Square. Mr. Nolin noted that the proposed plan shows a very similar ratio in terms of commercial areas to residential areas that the City currently has. The proposed plan maintains the same level of access to retail and services that the community enjoys now with more residential development and complimenting it with additional mixed use and

- commercial development.
- The transportation plan pulls in a lot from the regional long-range transportation plan. The red band shown on the map is the planned highway development that would provide additional north south regional access to compliment Interstate 94. The plan also highlights potential roadway extensions of local roads and collector streets with an emphasis on maintaining the existing street grid and complimenting with additional routes as development occurs. As autonomous vehicles come online and become main stream it is projected that parking requirements could be reduced by as much as 40% by the year 2050. There is going to be a lot of real estate that could be freed up to use for other purposes besides just parking spaces. The City needs to be prepared to have a conversation about how to leverage some of those assets in commercial areas to do something else.
  - Active transportation plan highlights existing transit routes, shows a couple considered extension to transit routes right now, highlights several key corridors that should be considered for complete streets. It also shows existing trails and bikeway network and proposed connections that will complete that network and help answer some of the requests from the community for that greater multimodal access throughout the community.
  - The Comprehensive Plan recommends that the City adopts a complete streets ordinance to encourage future development and accommodate multiple modes of transportation on new routes. The routes highlighted in the previous graphic are seen as the routes with the most potential to have those kinds of multimodal infrastructure built in to them as they stand now. There is enough right of way and connections between other assets. Long term looking at how do you modify the roadways and encourage multimodal kind of transportation in the future.
  - The parks and open space plan looks at how to enhance the network the City has. Oak Creek has a great resource with regional trails and greenway system complimented by local parks and highlighting where residential development is planned to occur per the land use plan. A few areas have been identified where there would be gaps if residential development would occur per the land use plan. There will be additional parks needed along the 27<sup>th</sup> Street corridor and the southern end of the community. There is a great parks system, but as development occurs the City will need to fill in some gaps as new housing comes online. There is a need to preserve greenway corridors. They flagged areas of open space that are within the flood ways.
  - Environmental features –They are flagged because there are wetlands and floodway on multiples areas in the central component of the community. These layers were used to flag some of the parcels earlier on where conservation design would be most appropriate. Some of the parcels are flagged on the map presented because those are parcels that are impacted by those various flood plains and wetlands.
  - Community Facilities and Utilities - The key theme for this chapter is coordination with partner entities and maintaining service levels as development occurs. Working with the school districts, MATC, or different service providers to make sure things get better as development occurs and there isn't a strain on the system.
  - The section, "Implementation," provided an action matrix to show all the recommendations of the plan in a user-friendly table to have a starting point to start mobilizing, operationalizing the plan and implementing various tools and strategies in the plan.

Mayor Bukiewicz made three calls for public questions or comments. Seeing none, he closed the public hearing.

## **COMPREHENSIVE PLAN CITY OF OAK CREEK**

Commissioner Siefert asked Mr. Nolin how the wetlands and flood plains were determined and if he worked with the DNR to establish the wetlands.

Mr. Nolin explained all the wetland and floodway information was provided to them from the latest resource the City had access to.

Commissioner Siefert asked to confirm Houseal Lavigne just took the wetland information from what the City had.

Mr. Nolin confirmed they used the maps provided by the City, and did not work with the DNR to update any maps.

Planner Papelbon stated the wetlands layer that was provided to Houseal Lavigne is the latest wetland information on file from DNR sources.

Commissioner Hanna asked Mr. Nolin how they are mixing the different land uses with bike paths for Complete Streets.

Mr. Nolin referenced the transportation graphics. He continued by stating they selected several corridors they believe to be the best candidates and he does not believe any of those are going through industrial areas. Mr. Nolin agreed it can be tricky and you don't want people sharing a road with a semitruck when they don't need to. Ideally, they will provide a complete network where they can, but it does not mean every road gets a complete street. The City has to provide quality east-west access and quality north-south access, but it will not be every single road.

Commissioner Hanna explained on the provided map they show the intersection of Hwy V and Oakwood. There are plenty of industrial parks and there is yellow showing residential, but there are plenty of trucks, yet that was identified as one of the roads to have a complete street.

Mr. Nolin explained a complete street does not always share the same pavement. It could be a multi-use path on the side or something that is physically separated as well so there is safe access for both users even though they are seen as a conflict, they use the same right of way, but they are separated physically. Mr. Nolin believes along Oakwood it would probably be a physical separation with a path.

Commissioner Simmons stated the Engineering Department will want to review the transportation graphic and would like to provide feedback.

Mr. Nolin noted they did try to distribute the draft through staff to various departments. The Comprehensive Plan is in the public hearing phase so they are welcome to make changes. A recent edit is to add a portion of Drexel to the complete street target. He would like to get feedback from staff and departments to make any changes and make it right.

Commissioner Oldani asked Mr. Nolin asked if Targeted Reinvestment Residential on slide 18 was related to slide 20, illustrating adding on to existing buildings or neighborhoods.

Mr. Nolin explained accessory dwelling units (ADUs) could be an explanation of that, however Targeted Reinvestment Residential is focusing on older subdivisions. The developments highlighted are from the 70s and 80s based on the data provided by the City. The age is used as a flag to indicate more affordable housing because they are older and tend to be more affordable. The Comprehensive Plan wants to encourage reinvestment in that stock instead of it being

redeveloped into something else.

Alderman Guzikowski stated he liked the thought process and the idea of Complete Streets. Alderman Guzikowski also appreciated Houseal Lavigne for looking at all the different opportunities.

Commissioner Siepert asked how agricultural areas were going to be identified.

Director Seymour confirmed that in the old Plan, "agricultural" was used to recognize land that is still heavily into agricultural uses, but it was also used as a transitional area to preserve some of the areas for future redevelopment, with the most notable area being Drexel Town Square. When Delphi ceased operations, for a period of time the area was zoned agricultural to allow the community to adapt and reset to focus on uses that would be more appropriate. The same philosophy is not being used for the new Comprehensive Plan, we do share the same kind of philosophy in a different type of a tool kit. In branding there are flex areas along the lake front and the east side of the City that are going to change significantly over the life of the Plan. Some of the Flex designation give the Plan Commission and the Common Council tools to allow them to adapt to different market conditions while preserving the underlining concepts of the Comprehensive Plan.

Mr. Nolin stated he did gloss over the Flex assignments. The Flex use is covered in the Land Use Plan and highlighted in more detail in the Housing and other plans. Mr. Nolin continued by stating the Land Use Plan is putting its best foot forward based on the information and data available today. The colors shown on the parcels is thought to be the most likely and most beneficial land use proposed for that site. A parcel can be marked with a hatch on top of it, meaning a parcel could go to different designation. Mr. Nolin provided the example that a parcel with a residential designation on it could go more to a mixed-use or commercial designation as long as it is of a certain quality and in response to what is happening in its context. Houseal Lavigne tried to provide additional details for each of the flex areas within the Housing section and Commercial sections as well to specify what caveats go along with that. If it is commercial it will have to be a certain scale to respect the residential.

Mayor Bukiewicz explained the Flex areas are important because these are the most likely areas to develop the quickest in Oak Creek. It lends a hand to flexibility because we do not know precisely how it will all lay out. Mayor Bukiewicz explained the shared traffic is very important. He reminded everyone that this plan is a 20-year outlook. He continued by explaining this plan allows a lot of flexibility, particularly with the traffic component because we will transport ourselves differently in the coming years. Mayor Bukiewicz found the external dwelling units very interesting. This is a concept that is coming back, they are a very useful tool given the development costs of properties and if families want to cohabitate in the same yard. It is interesting and adds some flexibility. Mayor Bukiewicz continued by stating it is being done in Districts four and one. He inquired if those are the most likely ones.

Mr. Nolin explained Houseal Lavigne was also hired to update the Zoning Code as well. Houseal Lavigne will be looking at that in more detail. Those are the districts where the density will probably be looked at a little more favorably given the density already present in those areas. This would not be seen as a significant change.

Mayor Bukiewicz inquired about the ordinances regarding size and setbacks.

Planner Papelbon explained there would be an open conversation about extending this to other residential districts.

Mayor Bukiewicz agreed with Planner Papelbon that is where he was going with his question.

Planner Papelbon stated they are continuing to have those conversations, and looking at whether or not it would make more sense in Districts Four and One because they are already more dense residential areas, or opening it up to the larger lot sizes. This is a topic that staff will continue to explore and get input on.

Mr. Nolin indicated he believes the Comprehensive Plan language can be flexible enough to give license to figure that out in the Zoning Code update.

Mayor Bukiewicz explained the City got to where it is by following the Comprehensive Plan. The Comprehensive Plan is used to try to eliminate surprises. As things develop in the City, we go back to the Comprehensive Plan. There are times we have modified it over the years to accommodate opportunities. Mayor Bukiewicz stated he believes the update is very well done and acknowledged it is a lot of work.

Commissioner Oldani inquired how something like accessory dwelling units would be implemented or how to encourage land owners to do something like this.

Mr. Nolin stated the first step is to have it permitted per the Code. There needs to be proper standards in place to prevent the unit from being too big or encroaching on another person's property. The key to this is to have the unit there, but not be able to tell the unit is there. Mr. Nolin continued by stating to implement it the City would allow it to be permitted and then educate the community on the topic.

Planner Papelbon explained she does have the Resolution available if the Plan Commission wishes to consider it; however, staff is recommending that the Plan Commission hold decision tonight to allow for more questions and discussion. The Comprehensive Plan will be brought back to the Plan Commission on January 14, 2020 if the Commission chooses. Consultants will also be asked to come back to answer more questions on January 28, 2020.

Alderman Guzikowski moved that the Plan Commission HOLDS ACTION on Resolution 2019-04, approving the City of Oak Creek Comprehensive Plan and recommending adoption by the Common Council. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Hanna seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 8:00 p.m.

ATTEST:

  
\_\_\_\_\_  
Douglas Seymour, Plan Commission Secretary

1-14-20  
\_\_\_\_\_  
Date

**DRAFT EXCERPTED MINUTES OF THE  
OAK CREEK PLAN COMMISSION MEETING  
TUESDAY, January 14, 2020**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Simmons, Commissioner Carrillo, Alderman Loreck, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldani, Commissioner Siefert and Commissioner Chandler. Commissioner Hanna was excused. Alderman Guzikowski left at during the applicants' presentation of item 6e. Also present: Kari Papelbon, Planner; Laurie Miller, Zoning Administrator, and Doug Seymour, Director of Community Development.

**Minutes of the December 10, 2019 meeting**

Commissioner Siefert moved to approve the minutes of the December 10, 2019 meeting. Commissioner Chandler seconded. On roll call: all voted aye, except Commissioner Sullivan who abstained.

**COMPREHENSIVE PLAN AMENDMENT  
CITY OF OAK CREEK  
UPDATE COMPREHENSIVE PLAN**

Planner Papelbon provided updates based on comments received.

Commissioner Siefert asked why the bluffs along Lake Michigan in District Four are labeled as agricultural instead of parks and open spaces.

Planner Papelbon stated that is something that has been changed.

Commissioner Chandler asked what the three types of single-family residences are.

Planner Papelbon explained the land use plan calls for single-family detached, single-family attached, and multi-family. In the neighborhoods map there are a couple of other housing typologies, but the land use categories are single-family detached, single-family attached, and multi-family.

Commissioner Chandler stated there was another term that was used.

Director Seymour inquired if Commissioner Chandler was referring to accessory dwelling units.

Commissioner Chandler confirmed that she was referring to accessory dwelling units.

Planner Papelbon explained it is not a category itself, but would be a type of additional use on a single-family parcel.

Commissioner Chandler asked if it needed to be noted somewhere that those three options are acceptable.

Planner Papelbon stated accessory dwelling units would be addressed by the zoning code.

Alderman Guzikowski asked if there were any targeted areas identified as affordable senior housing.

Planner Papelbon explained there are categories that can accommodate those areas. Most likely those would be multi-family dwellings. In the housing and neighborhoods framework map, in the Comprehensive Plan it is on page 35. It identifies some areas of targeted reinvestment residential, some senior housing may be able to be accommodated in that area. As far as other types of residential senior living there is medium density and high density, it depends on the type that would be proposed.

Alderman Loreck explained the northwestern mutual land between 27<sup>th</sup> Street and Ikea Way is going from a mix of residential and planned mixed use to mixed use. Alderman Loreck inquired if the mixed use with the flex overlay would still allow a single-family development.

Planner Papelbon explained the mixed-use category is the most flexible category that allows for a mix of typology, which would allow for different housing. It could allow a development similar to Drexel Town Square in which apartments are incorporated with retail on the first floor.

Mayor Bukiewicz referenced land in District Two that is around Forest Ridge just west of Ikea and asked for an example of Public/Semi-Public land use.

Planner Papelbon explained the Public/Semi-Public that has been identified is the school. The parks and open spaces in that area would be Falk Park.

Mayor Bukiewicz asked Planner Papelbon to clarify what the flex overlay allows.

Planner Papelbon explained the flex overlay allows a specific development proposal to be brought to the City that may not exactly fit into the underlying land use category identified in the plan, but is similar in its application and makes sense within the context of the neighborhood and is appropriate for the subject property. Clarifying language will be added to the text.

Mayor Bukiewicz stated the City has dealt with flex overlay districts before and this allows much more flexibility.

Planner Papelbon stated this is actually a land use category so the flex overlay is a little bit of a misnomer because it is not overlay in the zoning context. This allows just for land use planning purposes.

Mayor Bukiewicz referenced the staff report in District 1, "remove the Air Transportation extending from College Avenue west of Howell." Mayor Bukiewicz asked if this gives the City developable land.

Director Seymour confirmed the airport master plan that is underway will show the runway being de-mapped. It will allow for new development in those areas and as well increase density development with new height requirements.

Planner Papelbon explained staff is recommending that the Plan Commission holds action on this item until the January 28, 2020 meeting to allow for a more final draft to be presented and allow commissioners to ask representatives from Houseal Lavigne Associates any final questions.

Commissioner Siepert moves to put the recommendations on hold until the next Plan Commission meeting on January 28, 2020. Commissioner Chandler seconded. On roll call: all voted aye.



Commissioner Carrillo moved to adjourn the meeting. Commissioner Siefert seconded. On roll call: all voted aye. Alderman Guzikowski left before votes were cast for adjournment. Motion carried. The meeting was adjourned at 9:12p.m.

ATTEST:

\_\_\_\_\_  
Douglas Seymour, Plan Commission Secretary

1-28-20  
\_\_\_\_\_  
Date

DRAFT

**COMMON COUNCIL REPORT**

**Item:** Approval of Resolution 12131-021720

**Recommendation:** That the Common Council approves Resolution 12131-021720 approving the intergovernmental agreement for police and other protection services for the 2020 Democratic National Convention in Milwaukee, Wisconsin

**Fiscal Impact:** This intergovernmental agreement provides the framework for the request of compensation for costs associated with providing support personnel for the event.

**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 2020 Democratic National Convention in Milwaukee, Wisconsin, will require a significant number of police service resources to meet the objectives of the convention security plan. These objectives generally include the deployment of police personnel as security teams during official convention events in the Milwaukee metropolitan area. As the lead police agency for this event, the Milwaukee Police Department is requesting personnel and resource assistance from other Milwaukee County police departments, as well as other police agencies throughout Wisconsin and the United States. Although the DNC is scheduled from July 13-16<sup>th</sup>, 2020, the MOU does plan for the need for resources from July 10-16, 2020 for sanctioned DNC events.

This intergovernmental agreement provides the structure for the identification, selection, and training of Oak Creek Police Department personnel who may be deployed as resources during the convention. Additionally, this agreement provides the City of Oak Creek with the ability to request reimbursement for personnel costs associated with our participation in official convention events, including those official events that may occur in the City of Oak Creek. At this time, the police department anticipates that our resource allocation to official events outside of the City of Oak Creek will be limited to our tactical response team.

**Options/Alternatives:** NA

---

Respectfully submitted:



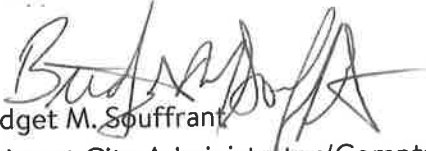
Andrew J. Vickers, MPA  
City Administrator

Prepared:



Steven J. Anderson  
Police Chief

Fiscal Review:



Bridget M. Souffrant

Assistant City Administrator/Comptroller

---

Attachments:

IGA with MPD

RESOLUTION NO. 12131-021720

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
FOR LAW ENFORCEMENT SERVICES FOR THE  
2020 DEMOCRATIC NATIONAL CONVENTION IN MILWAUKEE, WISCONSIN

WHEREAS, the City of Milwaukee requested assistance from the City of Oak Creek Police Department to provide law enforcement services for the 2020 Democratic National Convention held from July 13 to July 16, 2020; and

WHEREAS, the City of Oak Creek is able to provide said assistance before, during and after said convention; and

WHEREAS, the City of Milwaukee agrees to compensate the City of Oak Creek for said assistance;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin ("IGA") be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the IGA in behalf of the City of Oak Creek.

BE IT FURTHER RESOLVED that the City Attorney is authorized to make nonsubstantive changes to the IGA, including any exhibits, addendums, amendments and attachments, as may be appropriate and necessary to make technical corrections in order to preserve and maintain the general intent thereof, and to prepare other documents as may be reasonably necessary to complete the transactions contemplated therein.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17<sup>th</sup> day of February, 2020.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Common Council President Kenneth Gehl

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Daniel J. Bukiewicz

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

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

Intergovernmental Agreement for Law Enforcement Services for the 2020  
Democratic National Convention in Milwaukee, Wisconsin

City of Oak Creek

**This Intergovernmental Agreement** for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as of February 17, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Oak Creek (the “Agency”) for the provision of law enforcement services to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention delegates, dignitaries, media and the general public.

**1. Definitions.**

“Agreement” means this Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MPD Commanding Officer, to coordinate Agency Personnel in such a manner as to carry out those assignments, and to receive and respond to such administrative requests as City MPD deem necessary to fulfill the requirements of the Security Plan and fulfill the requirements of the federal security grant under which Agency will serve as a subrecipient. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes, but is not limited to, Agency’s LEOs.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MPD.

“City MPD” means the City of Milwaukee Police Department, a department of the City.

“City MPD Commanding Officer” means any of the following City MPD chain of command: Chief of Police Alfonso Morales, Asst. Chief Michael Brunson, or their designees. The City may amend this list of individuals at any time by providing notice to the Agency In Writing.

“City MPD Policies” means City MPD’s Code of Conduct and standard operating procedures, along with those state and local laws regulating police services in the State of Wisconsin and the City of Milwaukee, as may be amended from time to time. City MPD’s Code of Conduct and standard operating procedures are available online at <https://city.milwaukee.gov/Directory/police/About-MPD/Code-of-Conduct.htm#.XMhwordKiUk>.

“Convention” means the 2020 Democratic National Convention scheduled to take place from July 13 to 16, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s law enforcement services are required to supplement the City’s law enforcement services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 20, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by the City MPD Commanding Officer(s) utilizing forms attached hereto as Exhibit D. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not “In Writing” and should not be used for official purposes.

“LEO” means a law enforcement officer employed by the Agency who is licensed or certified as a law enforcement officer according to the state and local laws of the Agency.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan. “Metropolitan Area” may include locations outside of what is traditionally thought of as metropolitan Milwaukee.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police, fire, security, bomb disposal and emergency and rescue services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

## **2. Authority.**

2.1. Statutory Authority. Wisconsin Statutes § 66.0313 provides that any Wisconsin law enforcement agency may assist a requesting Wisconsin law enforcement agency with their law enforcement efforts within the requesting agency's jurisdiction. Such mutual assistance may include, but is not limited to, the use of specialized equipment, facilities and trained personnel. Wisconsin Statutes § 66.0303 allows a Wisconsin law enforcement agency to enter into a mutual aid agreement with a law enforcement agency of another state subject to certain statutory limitations, including the approval of the Attorney General of the State of Wisconsin. If Agency is located in a state other than Wisconsin, Agency Personnel may not act with any arrest or other police authority in Wisconsin, pursuant to Wis. Stat. 175.46.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party's governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

## **3. Background.**

3.1. The City has been designated as the host city of the Convention by the DNC, to be held July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been classified by the federal government as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MPD, is responsible for coordinating local law enforcement efforts in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional law enforcement personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency provides law enforcement services to the City of Oak Creek, Wisconsin, under the police powers and law enforcement authority granted under applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MPD Commanding Officer.

#### **4. Organizational Structure.**

4.1. Unified Law Enforcement Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City MPD through a unified law enforcement command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MPD is the Lead Local Law Enforcement Agency. City MPD is the lead local law enforcement agency for purposes of Convention security and law enforcement. City MPD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MPD as necessary, or upon request of Agency.

4.3. City MPD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MPD Policies. City MPD will identify the



relevant City MPD Policies within the training materials City MPD will provide to Agency on or before April 1, 2020. Agency shall disseminate those City MPD Policies to Agency Personnel, and shall train Agency Personnel on those City MPD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MPD Policies, Agency will instruct its Agency Personnel to follow City MPD Policies with respect to the services provided by Agency hereunder.

## **5. Agency Responsibilities.**

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MPD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MPD, and in conformance with the deadlines specified by City MPD. City MPD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MPD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to assignments in which Agency Personnel are already experienced or trained and for which they are licensed or certified to do in accordance with state and local laws of Agency. Assignment of duties to Agency Personnel shall be determined solely by City MPD and may comprise all aspects of law enforcement including, but not limited to traffic control, security detail and crowd control.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by City MPD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MPD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of City MPD Commanding Officer and the requirements of the Security Plan shall control. Any refusal to accept an assignment may result in Agency not being reimbursed for personnel costs under Section 7 of this Agreement.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MPD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MPD presently expects to provide a tactical operating and briefing manual to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MPD, the City Comptroller, and the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by City MPD as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank.]

5.7. Agency Personnel Names to be Sent to City MPD. Agency will provide to City MPD a list of all Agency Personnel that Agency intends to provide under this Agreement at least two months before the first scheduled training session, presently scheduled for April 1, 2020. The list shall be provided in the following format attached as Exhibit A. An electronic version of this spreadsheet will be made available upon request.

5.8. LEO Criteria. Each of the LEOs provided by Agency shall meet the following criteria:

5.8.1. Each LEO must be duly licensed or certified as a law enforcement officer or equivalent by the State of Wisconsin or by the authority of the state in which the Agency is located. Statutory certification requirements for Agency LEOs shall be forwarded to the City MPD with the list of all Agency Personnel required by Section 5.7.

5.8.2. Each LEO, by reason of experience, training and physical fitness must be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

5.8.3. Each LEO participating in crowd control or management assignments as part of the Major Incident Response Team, as determined by City MPD, must have completed Mobile Field Force training or its equivalent and will complete other training as required by City MPD or USSS based upon the LEO's Convention assignment.

5.8.4. Each LEO must have been employed as a licensed or certified police officer for a minimum of two years by the Agency.

5.8.5. Each LEO must be an officer in good standing with the Agency. The Agency shall promptly notify the City MPD in the event that any LEO is no longer an officer in good standing with the Agency and the Agency shall remove that LEO from the list of Agency Personnel.

5.8.6. No LEO may have (i) been sued in an individual capacity in the last three years and adjudicated as liable for violations of the first amendment of the U.S. Constitution, or (ii) have any sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

5.9. Agency Personnel Equipment.

5.9.1. Each LEO shall be equipped by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to: service belts, service weapon, radio, a device that contains oleoresin of capsicum, an electronic control device, and a personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Convention Facilities any other chemical or other non-lethal munitions except as provided by City MPD unless authorized by City MPD.

5.9.2. A complete, sanctioned, equipment list will be provided to Agency as part of the preparatory materials provided by City MPD no later than April 1, 2020. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MPD in writing no later than June 1, 2020, and (b) City MPD consents In Writing to the use of the requested additional equipment.

5.9.3. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.10. City MPD Can Decline Agency Personnel. At any time during the term of this Agreement, City MPD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MPD declines assignment or deployment of Agency Personnel due to no fault of Agency or Agency Personnel, City MPD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its

best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in Section 14 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MPD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

**6. City Responsibilities.** In addition to its lead local law enforcement responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel as determined necessary by City MPD and USSS. Training will include the provision of preparatory materials and training according to the schedule described in Section 4.3.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide services for the Convention. The commute will be to a location designated by the City MPD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MPD will provide food location assignments to Agency prior to the Convention Security Period. City will not provide lodging to Agency Personnel due to Agency's proximity to the Metropolitan Area.

6.3. Procuring Insurance. City is in the process of procuring a law enforcement liability insurance policy to cover certain liabilities of the Parties associated with the Convention. Said insurance policy will include coverage for the Agency and the Agency Personnel supplied to City for the purpose of fulfilling Agency's obligations under this Agreement for the Convention. Certificates of insurance shall be provided to Agency prior to the Convention Security Period. In the event that the policy cannot be procured before the Convention Security Period, City will notify Agency in writing.

**7. Payment Terms.**

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing utilizing Exhibit D, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Upon the City receiving the federal grant described in Section 7.4,

below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training for each Agency Personnel whose services are actually utilized (including "on duty status" set forth in Section 5.4, or an auxiliary status) by the City MPD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel are considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MPD Commanding Officer or designee and the time that they check out with a City MPD Commanding Officer or designee at the end of their shift. Agency Personnel are also considered to be working when they are being transported to the Convention Facility to which they are assigned before and after their shift in a vehicle authorized by City MPD. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the meeting place for City MPD transportation of Agency Personnel to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits, and the hours worked shall not exceed the hours set forth in the relevant training materials or Convention Security Period assignment unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least two months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MPD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on

City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold a reasonable amount of any due payment until corrective action has been taken or completed. City may withhold payment for any Agency Personnel refusing to perform the work assigned by City MPD pursuant to Section 5.3 of this Agreement. This right is in addition to and not in lieu of the City's right of termination.

7.3. Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a subrecipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be made available to Agency upon request after the grant is actually awarded. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

## **8. Law Enforcement Procedures.**

8.1. No Police Authority. Unless Agency is from a municipality located in the State of Wisconsin, Agency Personnel may not act with the arrest or other police authority of a law enforcement officer of any Wisconsin law enforcement agency pursuant to Wis. Stat. 175.46. Except as provided in this Section 8.1, the services to be provided by Agency Personnel shall be limited to security detail in accordance with the procedures and assignments that shall be provided by City MPD.

8.2. Activities. Law enforcement methods employed by the LEOs shall conform to the lawful commands of the City MPD Commanding Officer or his/her

designee, City MPD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. **Term.** The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials.

10. **Consideration.** Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MPD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

#### 11. **Independent Contractor.**

11.1. Independent Relationship. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Nothing in the paragraph shall be construed to invalidate a Business Associate Agreement executed between the City and Agency, if required by Section 13.3 of this Agreement.

11.2. Payment of Wages and Benefits for Agency Personnel. Except to the extent covered by reimbursement by City compensation for Agency Personnel specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City shall reimburse Agency for those expenses to the extent required by state law.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency, as appropriate, for investigation with appropriate notice to Agency.

## **12. Liability.**

12.1. Indemnification. The City shall indemnify Agency and Agency Personnel for liability to third parties incurred while Agency Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

## **13. Records.**

13.1. Agency to Comply. Agency shall comply with all applicable local, state, and federal laws and requirements pertaining to maintenance and disclosure of personal information (name, age, phone number, address, social security number, etc.) belonging to members of the public and criminal justice records.

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term "record" shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this



Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

13.6. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration of the records retention period described in Section 13.4, above.

#### **14. Early Termination.**

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may withhold payment of costs for any particular Agency Personnel if that Agency Personnel receives training from City MPD and fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency or Agency Personnel fails to cure such default within seven calendar days after the City or City MPD provides Agency with notice of such failure.

14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to March 1, 2020, upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement after March 1, 2020, only upon the occurrence of an Agency Emergency Event. If Agency terminates prior to the Convention Security Period, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement. If Agency terminates during the Convention Security Period, City shall pay to Agency only those costs, funds, or other payments for work performed by Agency prior to the moment of termination.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsec. 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 7 calendar days after the Agency provides City with notice of such failure.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

**15. Governing Law.** This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

**16. Notices.** All notices required under this Agreement shall be provided to:

To the City:

Alfonso Morales  
Chief of Police  
749 West State Street  
Milwaukee, WI 53233  
*MPDChief@milwaukee.gov*  
Via email and paper copy sent via U.S. Mail

With courtesy copies which shall not constitute notice to:

Deputy City Attorney Mary Schanning  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202  
*mschan@milwaukee.gov*

and

Nicholas DeSiato  
Chief of Staff  
Milwaukee Police Department  
749 West State Street  
Milwaukee, WI 53233  
*nidesi@milwaukee.gov*

To Agency:

Chief Steve Anderson  
City of Oak Creek  
301 W. Ryan Rd.  
Oak Creek, WI 53214  
*sanderson@oakcreekwi.org*

**17. Additional Provisions.**

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

***SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)***

The Parties have executed this Agreement as on the dates set forth below.

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Alfonso Morales, Chief of Police

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Martin Matson, City Comptroller

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020

Authorizing Resolution: 191192

Approved as to Form and Execution:

\_\_\_\_\_  
Office of the City Attorney

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF OAK CREEK**

By: \_\_\_\_\_

Daniel J. Bukiewicz, Mayor

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_

Catherine A. Roeske, City Clerk

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.



**Exhibit B**

(Electronic version available from Captain Derrick Harris, [धारri@milwaukee.gov](mailto:धारri@milwaukee.gov))

**Exhibit C**

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))



## Exhibit D

### Additional Expenditure Authorization Form - "In Writing"

Directions for Use of This Form: Use this form to obtain approval for additional expenditures "In Writing," pursuant to your Agency's Intergovernmental Agreement for Law Enforcement Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin "Agreement." Please note that your agency will not be reimbursed for any expenditures that were not expressly agreed to in the expense estimate provided pursuant to Section 7.1.2 of the Agreement unless you have both (1) obtained a valid signature on this form before making the expenditure, and (2) provide the City with the supporting documentation necessary for reimbursement described in Exhibit B of the Agreement.

| <b>Agency Information</b>  |  |
|--|--|
| Agency:  |  |
| Agency Personnel Completing Form:                                |  |
| Date:  |  |
| <b>Additional Expenditure Information</b>                        |  |
| Expenditure Requested:   |  |
| Reimbursable Cost:   |  |
| Vendor:  |  |
| Description/Purpose:   |  |
| Additional Memo (optional):                                      |  |
| <b>City of Milwaukee Commanding Officer Approval Information</b> |  |
| Name:  |  |
| Rank:  |  |
| Date:  |  |
| Signature:   |  |
| Memo (optional):   |  |

## COMMON COUNCIL REPORT

**Item:** Approval of Resolution 12132-021720

**Recommendation:** That the Common Council approves Resolution 12132-021720 approving the intergovernmental agreement for fire and other protection services for the 2020 Democratic National Convention in Milwaukee, Wisconsin

**Fiscal Impact:** This intergovernmental agreement provides the framework for the request of compensation for costs associated with providing support personnel for the event.

**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 2020 Democratic National Convention in Milwaukee, Wisconsin, will require a significant number of fire service resources to meet the objectives of the convention security plan. These objectives generally include the deployment of fire personnel to standby during official convention events in the Milwaukee metropolitan area. As the lead fire agency for this event, the Milwaukee Fire Department is requesting personnel and resource assistance from other Milwaukee County fire departments.

This intergovernmental agreement provides the structure for the identification, selection, and training of Oak Creek Fire Department personnel who may be deployed as resources during the convention. Additionally, this agreement provides the City of Oak Creek with the ability to request reimbursement for personnel costs associated with our participation in official convention events, including those official events that may occur in the City of Oak Creek. At this time, the fire department anticipates that our resource allocation to official events outside of the City of Oak Creek will be limited.

**Options/Alternatives:** NA

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Michael Kressuk, Jr.  
Fire Chief

Fiscal Review:



Bridget M. Souffrant

Assistant City Administrator/Comptroller

---

Attachments:

Request Letter - Chief Rohlfing

IGA

Exhibit A

Exhibit B

Exhibit C

Resolution

RESOLUTION NO. 12132-021720

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
FOR FIRE & OTHER PROTECTION SERVICES FOR THE  
2020 DEMOCRATIC NATIONAL CONVENTION IN MILWAUKEE, WISCONSIN

WHEREAS, the City of Milwaukee requested assistance from the City of Oak Creek Fire Department to provide protective services for the 2020 Democratic National Convention held from July 13 to July 16, 2020; and

WHEREAS, the City of Oak Creek is able to provide said assistance before, during and after said convention; and

WHEREAS, the City of Milwaukee agrees to compensate the City of Oak Creek for said assistance;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin ("IGA") be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the IGA in behalf of the City of Oak Creek.

BE IT FURTHER RESOLVED that the City Attorney is authorized to make nonsubstantive changes to the IGA, including any exhibits, addendums, amendments and attachments, as may be appropriate and necessary to make technical corrections in order to preserve and maintain the general intent thereof, and to prepare other documents as may be reasonably necessary to complete the transactions contemplated therein.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17<sup>th</sup> day of February, 2020.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Common Council President Kenneth Gehl

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor Daniel J. Bukiewicz

ATTEST:

\_\_\_\_\_  
Catherine A. Roeske, City Clerk

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

Intergovernmental Agreement for Fire & Other Protection Services  
for the 2020 Democratic National Convention in Milwaukee, Wisconsin

City of Oak Creek Fire Department

**This Intergovernmental Agreement** for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin is made as February 17, 2020, (the “Effective Date”) by and between the City of Milwaukee, Wisconsin (“City”) and the City of Oak Creek, Wisconsin (the “Agency”) for the provision of Fire & Other Protection Services, as defined below, to facilitate the safe and secure completion of scheduled Convention events and the protection of Convention dignitaries.

**1. Definitions.**

“Agreement” means this Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin, and all of its exhibits, attachments, and schedules.

“Agency” is defined in the introductory paragraph of this Agreement.

“Agency Commanding Officer” means the member of Agency Personnel designated by Agency to receive assignments from the City MFD Commanding Officer and to coordinate Agency Personnel in such a manner as to carry out those assignments. Agency Commanding Officer(s) shall be identified as such in Exhibit A.

“Agency Personnel” means any and all of the employees of Agency that Agency agrees to supply to City for the purposes of fulfilling Agency’s obligations under this Agreement. “Agency Personnel” includes firefighters, EMTs, paramedics, HazMat team members and other fire and rescue personnel employed by the Agency that are licensed or certified to perform such work according to Wisconsin state law and the local laws of the Agency.

“Agency Emergency Event” means a court order preventing Agency from fulfilling its obligations under this Agreement or a public emergency in Agency’s jurisdiction of such magnitude that even after incurring reasonable overtime expenses, Agency cannot adequately provide for the safety of the public without the services of some or all of the Agency Personnel.

“City” is defined in the introductory paragraph of this Agreement. “City” includes City MFD.

“City MFD” means the City of Milwaukee Fire Department, a department of the City.

“City MFD Commanding Officer” means any City MFD staff holding any of the following positions: Incident Commander, Branch Director or Division Supervisor, as identified to Agency Personnel upon receiving their Convention assignment from the City MFD.

“City MFD Policies” means City MFD’s standard operating procedures, along with those state and local laws regulating Fire & Other Protection Services in the State of Wisconsin and the City of Milwaukee. City MFD Policies are available to Agency upon request.

“Convention” means the 2020 Democratic National Convention scheduled to take place July 13 to 16, 2020, for which the City has been selected as the host city.

“Convention Facilities” means any venue, hotel, office, event space, public space or any other location, indoors or outdoors, within the Metropolitan Area that is designated in the Security Plan as a location where Convention events are occurring, Convention attendees are staying or where Convention-related security services are required during the Convention Security Period pursuant to the Security Plan.

“Convention Security Period” means the time period set forth in the Security Plan during which Agency’s Fire & Other Protection Services are required to supplement the City’s Fire & Other Protection Services. The exact dates of the Convention Security Period will be mutually agreed upon by the Parties after completion of the Security Plan. For planning purposes at the time the Agreement is executed, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 20, 2020.

“DNC” means the DNC Services Corp., a District of Columbia nonprofit corporation, or an entity affiliated with DNC Services Corp.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Fire & Other Protection Services” means fire, emergency medical services (EMS), HazMat, technical rescue and any other services typically provided by a fire department. Fire & Other Protection Services includes the services of personnel but not the provision or usage of equipment owned by Agency other than personal equipment described in Section 5.9, below.

“Host Committee” means The Good Land Committee, Inc., a Wisconsin non-stock, nonprofit corporation.

“In Writing” means a written document signed by a City MFD Commanding Officer utilizing forms created by City MFD. PDF signatures are acceptable. E-mail authorizations are “In Writing” only if the email originates from the official City email

account (@milwaukee.gov) of one of the individuals specified in this paragraph. Text messages, Facebook messages, and similar social media messaging messages are not In Writing and should not be used for official purposes.

“Metropolitan Area” means the City of Milwaukee metropolitan area, which encompasses those surrounding municipalities containing Convention Facilities and events and as may be further defined in the Security Plan.

“Party” means either the City or Agency, individually.

“Parties” means the City and Agency, collectively.

“Security Plan” means the security plan developed by the City in cooperation with the USDHS and its subsidiary agencies and divisions, including, but not limited to, the USSS, and in cooperation with other appropriate federal, state and local law enforcement and emergency services agencies, and in consultation with the DNC and the Host Committee for the provision of police and Fire & Other Protection Services in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area.

“USDHS” means the United States Department of Homeland Security.

“USSS” means the United States Secret Service.

## **2. Authority.**

2.1. Statutory Authority. Wisconsin Statutes §66.0301 allows a Wisconsin municipality to contract with other municipalities and with federally recognized Indian tribes and bands in Wisconsin for the receipt or furnishing of services, including Fire & Other Protection Services, or the joint exercise of any power or duty required or authorized by law.

2.2. Authority to Execute. Each Party represents that it, and the person(s) signing on its behalf, possesses the legal authority, pursuant to appropriate statute, ordinance, resolution, or other official action of the Party’s governing body or code, to enter into this Agreement and to validly and legally bind the Party to all terms herein.

## **3. Background.**

3.1. The City has been designated as the host city of the Convention by the DNC, to be held July 13 to 16, 2020 at the Fiserv Forum and many surrounding venues throughout the Metropolitan Area.

3.2. The Convention has been or is expected to be classified by the USDHS as a National Special Security Event, for which the USSS is the authorized lead agency for the design and implementation of the Security Plan.

3.3. The City, through its City MFD is responsible for coordinating Fire & Other Protection Services in compliance with the Security Plan. In this role, the City seeks to promote the safety and welfare of all Convention participants and members of the public, while enabling individuals to exercise their constitutional rights.

3.4. The City seeks to procure the assistance of additional fire department personnel to provide services required by the Security Plan during the Convention Security Period.

3.5. Agency's fire department provides Fire & Other Protection Services to the City of Oak Creek, Wisconsin under the authority granted by applicable state law.

3.6. At the request of the City, Agency will provide the services of the Agency Personnel identified in Exhibit A of this Agreement to assist the City in meeting the requirements of the Security Plan for the duration of the Convention Security Period or during such other period of time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer. Exhibit A may be amended from time to time upon mutual written consent of the Agency Commanding Officer and City MFD Commanding Officer.

#### **4. Organizational Structure.**

4.1. Unified Incident Command. At all times during any joint training session prior to the Convention, and at all times during the Convention Security Period, Agency Personnel shall be subject to the structure of supervision, command and control coordinated by the City through a unified incident command structure, irrespective of the rank or job title normally held by any member of Agency Personnel within the Agency.

4.2. City MFD is the Lead Local Fire Department. City MFD is the lead local fire department for purposes of Convention Security Plan. City MFD Commanding Officer, or his/her designee, will communicate the specific assignments for Agency Personnel to the Agency Commanding Officer. Agency shall be provided with briefings from City MFD as necessary, or upon request of Agency.

4.3. City MFD Policies to Apply. Agency Personnel performing services under the Agreement will abide by applicable City MFD Policies. Agency acknowledges its possession of and familiarity with the City MFD Policies due to prior interactions between City MFD and Agency under existing mutual aid and other shared services agreements. Agency shall disseminate City MFD Policies to Agency Personnel and shall



ensure that Agency Personnel have been trained on those City MFD Policies before the Convention Security Period. In the event of a conflict between relevant Agency policies and City MFD Policies, Agency will instruct its Agency Personnel to follow City MFD Policies with respect to the services provided by Agency hereunder.

## **5. Agency Responsibilities.**

5.1. Agency Personnel to Participate in Training. Upon reasonable advance written notification from City MFD, Agency Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by City MFD, and in conformance with the deadlines specified by City MFD. City MFD shall make reasonable efforts to coordinate the training schedule with Agency, recognizing that City MFD will need to accommodate the schedules of many different agencies.

5.2. Services Limited. Services provided by Agency Personnel shall be limited to Fire & Other Protection Services in which Agency Personnel are already experienced, and are also licensed or certified to participate in under Wisconsin law.

5.3. Agency to Provide Services. Agency shall assign Agency Personnel to complete those assignments provided to Agency by the City MFD Commanding Officer in accordance with Section 4.2. Should Agency object to any specific assignment, Agency shall make such objection known immediately after receipt of the assignment to the City MFD Commanding Officer who shall reasonably attempt to accommodate Agency; provided that the decision of the City MFD Commanding Officer and the requirements of the Security Plan shall control.

5.4. Agency Personnel "On Duty." If required by the assignments provided to Agency by the City MFD Commanding Officer, Agency Personnel shall be placed in an "on duty" status in which Agency Personnel are physically near specified Convention Facilities or a Convention-related event location within the Metropolitan Area, so as to be able to physically report in a timely manner to his or her assigned duty post, and be prepared to undertake the specific assignment. City MFD presently expects to provide a Field Operations Guide to Agency Personnel as they arrive in the City, which Agency Personnel shall comply with at all times while functioning under the terms of this Agreement.

5.5. Agency Personnel to Participate in After Action Activities. At the request of the City (including but not limited to City MFD, the Milwaukee Police Department, the City Comptroller or the City Attorney), Agency shall reasonably provide information, participate in debriefings, complete surveys, respond to information requests required for insurance or audit purposes, and reasonably aid the City in the prosecution or defense of any civil or criminal proceedings related to Agency's performance under this Agreement or any matter in which Agency Personnel is identified by the Milwaukee Police

Department or Milwaukee City Attorney's Office as a witness. Such assistance shall include the provision, by Agency, of personnel or other records in administrative, criminal and/or civil proceedings as reasonably requested by City.

5.6. [Intentionally left blank]

5.7. Agency Personnel Names to be Sent to City MFD. Agency will provide to City MFD a list of all Agency Personnel that Agency intends to provide under this Agreement at least 6 months before the Convention Security Period. The list shall be provided in the format provided in Exhibit A and shall specify both the regular hourly wage rates and hourly overtime rates of each Agency Personnel with a description attached to Exhibit A that defines the criteria that would trigger the overtime rate to be charged, if ever, during the Convention Security Period.

5.8. Agency Personnel Criteria. Each Agency Personnel provided by Agency shall meet the following criteria:

5.8.1. Each Agency Personnel must, at a minimum, be duly licensed or certified as a full-time professional firefighter qualified as a Firefighter Level II with EMT-Basic in the State of Wisconsin. Some Agency Personnel, as determined by City MFD, will be required to hold HazMat or technical rescue certifications or paramedic licenses. Statutory certification and licensing requirements for each Agency Personnel shall be forwarded to the City MFD with the list of all Agency Personnel required by section 5.7. Agency shall provide no Agency Personnel that does not meet these minimum requirements unless agreed to in writing in advance by City MFD.

5.8.2. Each Agency Personnel, by reason of experience, training and physical fitness, must be qualified and capable of performing the duties required of an active duty firefighter, HazMat personnel, EMT or paramedic assigned to an event of the Convention's size and scope and as relevant to that person's individual assignment.

5.8.3. Each Agency Personnel is required to complete training required by the Agency Personnel's Convention assignment as determined by City MFD or USSS.

5.8.4. [Intentionally left blank]

5.8.5. Each Agency Personnel must be an employee in good standing with the Agency. The Agency shall promptly notify City MFD in the event that any Agency Personnel is no longer in good standing with the Agency and the

Agency shall remove that person from the list of Agency Personnel providing services under this Agreement.

5.8.6. No Agency Personnel may have (i) been sued in an individual capacity in the last three years and adjudicated as negligent in providing Fire & Other Protection Services or liable for any civil rights violation, or (ii) had any sustained complaints for failing to comply with an employer's standard operating policies, procedures or guidelines that resulted in an injury to a person or property within the last five years.

5.9. Agency Personnel Equipment.

5.9.1 Each Agency Personnel shall be equipped by Agency at Agency's own expense, with an appropriate uniform and equipment customarily assigned to personnel filling the functions of the Agency Personnel's expected assigned Convention-related duties, including but not limited to: radio, Agency identification and personal protective equipment, or PPE (for firefighters this shall include NFPA-compliant structural firefighting ensemble and self-contained breathing apparatus with face piece).

5.9.2. Any equipment or gear that are not customarily assigned to Agency Personnel by Agency as described in subsection 5.9.1, above, may not be used by Agency Personnel during the Convention unless (a) Agency notifies City MFD in writing no later than February 1, 2020, and City MFD consents In Writing to the use of the requested additional equipment, or (b) such equipment is provided by Agency pursuant to MABAS, as described in subsection 5.9.4.

5.9.3. Equipment sent with Agency Personnel shall be limited to equipment issued by Agency for its employees in the normal course. Agency Personnel may not bring or utilize any demo equipment provided at low or no cost to Agency by a supplier seeking to demonstrate new equipment to the Agency or other agencies.

5.9.4. All equipment other than personal equipment described in subsection 5.9.1, above, provided by Agency for the Convention shall be provided pursuant the Mutual Aid Box Alarm System ("MABAS") and all terms of existing MABAS agreements shall control with regard to all Agency-owned equipment borrowed by City from Agency for the Convention.

5.10. City MFD Can Decline Agency Personnel. At any time during the term of this Agreement, City MFD has the sole discretion to decline assignment or deployment of any Agency Personnel at any time without cause or explanation. In the event that City MFD declines assignment or deployment of Agency Personnel due to no fault of Agency

or Agency Personnel, City MFD shall reimburse Agency for any costs already incurred pursuant to the terms and limitations of Section 7 of this Agreement.

5.11. Agency Judgment and Priority. Agency has entered this Agreement in good faith and intends to provide those Agency Personnel set forth herein to assist City with implementation of the Security Plan during the Convention Security Period. However, the Parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction. That prioritization decision belongs solely to Agency and Agency may recall its Agency Personnel in accordance with the termination procedures set forth in subsec. 14.2 of this Agreement.

5.12. Agency Responsible for Costs. Agency shall be responsible for all costs associated with providing Agency Personnel that are not explicitly assumed by City in this Agreement and/or authorized In Writing. Nothing in this Section shall prohibit City MFD Commanding Officers from agreeing In Writing to the assignment of specific costs borne of unforeseen circumstances during the Convention Security Period.

**6. City Responsibilities.** In addition to its lead local fire department responsibilities for the Convention, the City will provide all of the following:

6.1. Event Training. City agrees that it will provide training for Agency Personnel, as determined necessary by City MFD or USSS.

6.2. Transportation and Food. Agency Personnel will commute to and from the City on the days they are assigned to provide Fire & Other Protection Services for the Convention. The commute will be to a location designated by the MFD Commanding Officer based upon Agency Personnel's assignment each day. City will provide food for Agency Personnel while on duty. City MFD will provide food location assignments to Agency prior to the Convention Security Period. City will not provide lodging to Agency Personnel due to Agency's proximity to the Metropolitan Area.

**7. Payment Terms.**

7.1. Costs Covered. City shall cover the following costs, provided such costs are, in City's sole discretion, (1) actual, necessary, and pre-approved by the City either through assignments, as set forth herein, or otherwise In Writing, and (2) properly supported by itemized receipts to be and/or payroll records submitted along with the form attached hereto as Exhibit B, and supported by all of the documentation set forth in Exhibit C. Upon the City receiving the federal grant described in Section 7.4, below, Exhibit B may be updated to match the then-current federal regulations for the federal grant. The City expects to be awarded the federal grant in early 2020. Any costs

incurred by Agency prior to receiving pre-approval pursuant to subsection (1) of this Section 7.1, are incurred at Agency's own risk.

7.1.1. *Payment for Agency Personnel Time.* Payment for actual time worked and, if authorized by the U.S. Department of Justice and approved In Writing, actual time in training, for each Agency Personnel whose services are actually utilized by the City MFD during the Convention Security Period, at the rate(s) provided by Agency in the Agency Personnel list required by Section 5.7. Agency Personnel is considered to be working when they are physically located at the Convention Facility to which they are assigned between the time that they check in with a City MFD Commanding Officer or desigee and the time that they check out with a City MFD Commanding Officer or desigee at the end of their shift. Agency Personnel are not considered to be working while located at their place of lodging or home or while traveling to or from their place of lodging or home to the Convention Facilities to which they are assigned, unless Agency Personnel are covered by a collective bargaining agreement or employment contract that requires them to be paid for such time (Agency shall provide City with a copy of such agreement or contract). The rates of Agency Personnel shall not exceed the costs of the individual Agency Personnel's normal salary and benefits and the hours worked shall not exceed the hours established for the Agency Personnel by the City MFD Commanding Officer unless pre-approved In Writing.

7.1.2. *Approved Expenses.* City shall reimburse reasonable and documented transportation and various additional expenses of Agency Personnel during such time that they are actually providing services under this Agreement during the Convention Security Period. City will estimate and itemize allowable expenses and categories of expenses at least six months before the Convention Security Period, and provide that estimate to Agency. Transportation expenses will be estimated using the then-current federal GSA mileage reimbursement rates. Agency will have six weeks after receiving the estimate to contest the not-to-exceed. The City shall not unreasonably deny Agency's requests; however, the decision of the City MFD Commanding Officer shall control. Agency shall not be reimbursed in excess of the not-to-exceed amount, nor shall Agency be reimbursed for expenses from categories of spending that are not set forth on City's not-to-exceed estimate (i.e. personal entertainment, additional food or transportation beyond that provided or authorized In Writing by City, etc.)

7.2. Withhold Payment. In the event Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, City may withhold any available payment until the City is satisfied that

corrective action has been taken or completed. This right is in addition to and not in lieu of the City's right of termination.

7.3. Failure of City to Obtain Security Grant. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all of City's security obligations under the Security Plan, Agency shall have no obligation to provide the services described in this Agreement and City shall not be obligated to remit the funds described in this Agreement to Agency unless reimbursed for such costs by the Host Committee, the DNC or any other entity.

7.4. Federal Grant Requirements. Agency shall be reimbursed for allowable expenses as a sub-recipient of a federal grant expected to be awarded to the City. As such, Agency shall comply with all applicable requirements set forth in the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)), as set forth in 2 C.F.R. Part 200, and any additional requirements set forth in the grant agreement itself between the federal government and the City, a copy of which will be made available to Agency upon request after the grant is actually awarded. Agency and City affirmatively acknowledge that the federal grant funds will not be used to supplant local and/or state funds. In order to provide adequate documentation of the costs of Agency Personnel expected to be reimbursed by City, Agency should create a separate rate code within its payroll system to be used to accurately track work of Agency Personnel under this Agreement.

## **8. Services and Procedures.**

8.1. Limitations of Authority. The services to be provided shall be determined by City MFD and are limited in accordance with the procedures and assignments that shall be provided by City MFD.

8.2. Activities. Methods employed by the Agency Personnel shall conform to the lawful commands of the City MFD Commanding Officer or his/her designee, City MFD Policies, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, the United States Constitution, and other applicable law.

8.3. Conformance to Security Plan. All functions and duties to be performed by Agency Personnel under this Agreement shall conform to the Security Plan.

9. **Term.** The term of the Agreement shall begin on the Effective Date and shall end upon the completion of all obligations under this Agreement inclusive of participation in administrative proceedings and/or criminal and/or civil trials.

10. **Consideration.** Consideration for this Agreement shall be the exchange of monetary reimbursement for the services of Agency Personnel, the enhanced public

safety and improved law enforcement activity in the Metropolitan Area for the Convention Security Period, and the professional growth and development of City MFD and Agency Personnel through the City and the Agency's training and cooperative efforts to provide a safe and secure Convention.

## **11. Independent Contractor.**

11.1. No Business Association. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. The rights and obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

11.2. Agency Personnel Remain Employees of Agency. Except to the extent covered by the reimbursement by City of compensation for Agency Personnel, specifically set forth in this Agreement, Agency acknowledges and affirms that Agency remains fully responsible for any and all obligations as the employer of its Agency Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance or contract. Agency Personnel remain employees of Agency. Agency shall be responsible for the payment of any compensation or death benefits to Agency Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Agency for those expenses under the terms of this Agreement.

11.3. Discipline / Probable Cause Matters. City shall refer disciplinary matters involving Agency Personnel to Agency. Based on the judgment of City, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to the Milwaukee Police Department or an external law enforcement agency for investigation with appropriate notice to Agency.

## **12. Liability.**

12.1. Each Party Responsible for Own Acts or Omissions. Each Party agrees that it will be responsible for its own acts and/or omissions and those of its Agency Personnel, officials, employees, representatives and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.

12.2. No Waiver. Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.

### 13. **Records.**

13.1. [Intentionally Left Blank]

13.2. Security Information. Agency shall comply with all privilege requirements and procedures set forth by the USDHS, USSS or other governmental entity. If Agency has custody of a record provided by City which contains details of security arrangements or investigations, Agency shall, as soon as practical and without delay, notify City of any request to disclose such record and shall follow the requirements of Section 13.5, below, prior to disclosure. For purposes of this Paragraph, the term “record” shall be broadly construed and shall include, but not be limited to, all documents, paper, electronic files, and other things containing information, irrespective of the form of that record or data, *i.e.* electronic, hard copy, voice recording, photograph, etc., unless such form is specified by law.

13.3. Protected Health Care Information. Agency hereby confirms that it is a “covered entity” for purposes of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and will comply with all applicable state and federal medical privacy laws, including but not limited to HIPAA and Sections 51.30, 146.816 and 146.82 of the Wisconsin Statutes, when applicable.

13.4. Wisconsin Public Records Law. Both Parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Agency acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Agency under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement. The Parties further agree and acknowledge that because of the federal grant described in Section 7.4 of this Agreement, 2 CFR 200.333 shall establish the minimum record retention requirements to be followed by Agency. Agency certifies that it will comply with the record retention requirements in 2 CFR § 200.333. Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending



matters are closed. Nothing in this Section 13.4 should be construed as prohibiting the Agency from retaining records for longer than 2 CFR § 200.333 requires.

13.5. City Access to Agency's Records. Agency agrees that any duly authorized representative of the City, including the City Attorney and the City Comptroller or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent records, documents, paper, and data of the Agency, involving transactions related to this Agreement until the expiration the records retention period described in Section 13.4, above.

13.6. Notice of Request for Disclosure. Agency will provide notice to City of any request for the disclosure of information associated with or generated as a result of the work performed under this Agreement at least ten business days before such information is disclosed and shall confer with the City and, if City deems appropriate, the USSS before deciding whether the Wisconsin Public Records Law requires Agency to release the requested records. Nothing in this paragraph shall supersede any other term of this Section 13, and in the event of a direct conflict between this paragraph and any other paragraph and of this Section, this paragraph shall not control.

#### **14. Early Termination.**

14.1. Termination by City. City may terminate this Agreement at any time and for any reason. Should City terminate this Agreement without cause, City shall pay Agency for any costs actually and already incurred pursuant to Section 7. City may terminate this Agreement without payment of costs if Agency fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, Agency fails to cure such default within seven calendar days after the City or City MFD provides Agency with notice of such failure.

#### 14.2. Termination by Agency.

14.2.1. Agency may terminate this Agreement prior to March 13, 2020 upon a determination that it must do so to meet its own staffing needs. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.2. Agency may terminate this Agreement on or after March 13, 2020, only upon the occurrence of an Agency Emergency Event. Upon such termination, Agency shall fully refund to City all costs, funds, or other payments that the City may have paid to Agency pursuant to this Agreement.

14.2.3. Agency may terminate this Agreement without payment of costs described in subsecs. 14.2.1 and 14.2.2 if City fails to comply with or perform any material term, condition or obligation contained in this Agreement and either such breach cannot be cured, or, if such breach may be cured, City fails to cure such default within 14 calendar days after the Agency provides City with notice of such failure.

14.3. Parties Contract in Good Faith. The Parties shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.

14.4. Consequential Damages. Neither Party shall be entitled to recover any penalties, consequential damages or attorneys' fees related to an event of termination hereunder.

**15. Governing Law.** This Agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.

**16. Notices.** All notices required under this Agreement shall be provided to:

To the City: Chief Mark Rohlffing  
711 West Wells Street  
Milwaukee, WI 53233  
*mrohlff@milwaukee.gov*  
Via email and paper copy sent via U.S. Mail

With courtesy copies, sent via email, which shall not constitute notice to:

Deputy City Attorney Mary Schanning  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202  
Courtesy copy which shall not constitute notice to  
*mschan@milwaukee.gov*

Assistant Chief David Votsis  
711 West Wells Street  
Milwaukee, WI 53233  
*dvotsi@milwaukee.gov*

Deputy Chief Kevin Hafemann  
711 West Wells Street  
Milwaukee WI 53233  
*khafem@milwaukee.gov*

To Agency: Chief Michael Kressuk, Jr.  
Oak Creek Fire Department  
7000 S 6<sup>th</sup> St  
Oak Creek, WI 53154  
*mkressuk@oakcreekwi.org*

## **17. Additional Provisions.**

17.1. Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the terms of this Agreement.

17.2. No Waiver. Any failure of a Party to assert any right under this Agreement, including but not limited to acceptance of partial performance or continued performances after a breach, shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

17.3. Subcontracting. Neither Party shall subcontract for any of the work contemplated under this Agreement without obtaining the prior written approval of the other Party.

17.4. No Third Party Beneficiary. No provision in this Agreement is intended to create, or shall create, any rights with respect to the subject matter of this Agreement in any third party, including but not limited to members of the general public.

17.5. Headings. The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

17.6. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

17.7. Survival. The terms of this Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

17.8. Counterparts. This Agreement may be executed in multiple parts. Signatures to this Agreement transmitted by facsimile or by electronic mail shall be valid and effective to bind the Party so signing.

17.9. Nondiscrimination. It is the City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories, pursuant to Milwaukee Code of Ordinances Section 109-9. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

***SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)***

The Parties have executed this Agreement as on the dates set forth below.

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Mark Rohlfig, Fire Chief  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Martin Matson, City Comptroller  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Authorizing Resolution: 191192

Approved as to Form and Execution:

\_\_\_\_\_  
Office of the City Attorney  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF OAK CREEK**

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



## **Exhibit B**

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))

Portions in yellow will be updated after the federal DOJ BJA grant is awarded in early 2020

**Exhibit C**

(Electronic version available from Captain Derrick Harris, [dharris@milwaukee.gov](mailto:dharris@milwaukee.gov))





Fire Department

**Mark A. Rohlfing**  
Chief

**David C. Votsis**  
Assistant Chief  
Operations Bureau

**Kevin D. Hafemann**  
Deputy Chief  
2020 DNC/Homeland Security

December 6, 2019

Fire Chief Michael Kressuk  
Oak Creek Fire Department  
7000 S. 6<sup>th</sup> Street  
Oak Creek, WI. 53154

Chief Kressuk:

The City of Milwaukee (WI) has been designated as the host city for the 2020 Democratic National Convention, to be held July 13, 2020 through July 16, 2020. For planning purposes, the Convention Security Period may reasonably be expected to extend from approximately July 10, 2020 through July 17, 2020.

We anticipate needing additional personnel and equipment to fulfill the fire service requirements detailed in the *2020 Democratic National Convention Agreement with the City of Milwaukee* for the provision of *Fire & Other Protection Services* in and around the Convention Facilities and at all official Convention-related meetings and activities in the Metropolitan Area as they are determined.

Included with this letter is an official *Intergovernmental Agreement for Fire & Other Protection Services for the 2020 Democratic National Convention in Milwaukee, Wisconsin* as an official request for personnel and/or equipment. Reimbursement procedures and legal details are outlined in the document for your consideration.

Sincerely,

  
MARK ROHLFING  
Chief

MR/DV



Exhibit A



List of Agency Personnel to be provided to City MFD

| <b>Agency:</b>                       |                   | Oak Creek Fire Department     |                                  |                            |                           |
|--------------------------------------|-------------------|-------------------------------|----------------------------------|----------------------------|---------------------------|
| <b>Agency Commanding Officer:</b>    |                   | Fire Chief Michael Kressuk    |                                  |                            |                           |
| <b>Date:</b>                         |                   | February 13, 2020             |                                  |                            |                           |
| <b>Commanding Officer Signature:</b> |                   |                               |                                  |                            |                           |
| Name                                 | Payroll ID Number | Job Description               | Hourly Wage Rate / Overtime Rate | Hourly Fringe Benefit Cost | Certifications / Licenses |
| Anderson, Brian                      | 32781             | Fire Inspector                | 27.848/41.772                    | 8.5424                     | Firefighter/EMT           |
| Biggart, Jerry                       | 32709             | Lieutenant                    | 32.166/48.249                    | 9.8669                     | Firefighter/Paramedic     |
| Brooks, Michael                      | 32799             | Firefighter                   | 27.848/41.772                    | 8.5424                     | Firefighter/EMT           |
| Crawford, Colin                      | 33087             | Firefighter                   | 27.494/41.241                    | 8.4338                     | Firefighter/Paramedic     |
| Cummings, Lucas                      | 33132             | Firefighter                   | 25.748/38.622                    | 7.8982                     | Firefighter/Paramedic     |
| Faber, Tyler                         | 33123             | Firefighter                   | 27.494/41.241                    | 8.4338                     | Firefighter/Paramedic     |
| Gordon, Ryan                         | 32979             | Firefighter                   | 29.24/43.86                      | 8.9694                     | Firefighter/Paramedic     |
| Grzyb, Amy                           | 32844             | Firefighter                   | 29.24/43.86                      | 8.9694                     | Firefighter/Paramedic     |
| Havey, Michael                       | 32682             | Assistant Fire Chief          | 51.975/77.9625                   | 15.9433                    | Firefighter/Paramedic     |
| Herr, Eric                           | 32835             | Lieutenant                    | 32.166/48.249                    | 9.8669                     | Firefighter/Paramedic     |
| Hildebrandt, Gary                    | 32763             | Firefighter                   | 27.848/41.772                    | 8.5424                     | Firefighter/EMT           |
| Jonson, Thomas                       | 32673             | Assistant Fire Chief          | 51.975/77.9625                   | 15.9433                    | Firefighter/Paramedic     |
| Kasten, Scott                        | 32808             | Battalion Chief of Operations | 34.513/51.7695                   | 10.5869                    | Firefighter/Paramedic     |
| Kolosovsky, Aaron                    | 32871             | Lieutenant                    | 32.166/48.249                    | 9.8669                     | Firefighter/Paramedic     |

|                    |       |                               |                |         |                       |
|--------------------|-------|-------------------------------|----------------|---------|-----------------------|
| Kressuk Jr         | 32575 | Fire Chief                    | 56.03/84.045   | 17.1872 | Firefighter/Paramedic |
| Krukowski, Aaron   | 33114 | Firefighter                   | 27.494/41.241  | 8.4338  | Firefighter/Paramedic |
| Leanna, Johnathan  | 32934 | Firefighter                   | 27.848/41.772  | 8.5424  | Firefighter/EMT       |
| Lesniewski, Scott  | 32567 | Firefighter                   | 27.848/41.772  | 8.5424  | Firefighter/EMT       |
| Mallas, Jeffrey    | 32817 | Lieutenant                    | 32.166/48.249  | 9.8669  | Firefighter/Paramedic |
| Martin, John       | 32772 | Battalion Chief of Operations | 34.513/51.7695 | 10.5869 | Firefighter/Paramedic |
| Mayer, Christopher | 32826 | Firefighter                   | 29.24/43.86    | 8.9694  | Firefighter/Paramedic |
| McClellan, Jay     | 32916 | Firefighter                   | 29.24/43.86    | 8.9694  | Firefighter/Paramedic |
| Mielke, Patrick    | 33141 | Firefighter                   | 25.748/38.622  | 7.8982  | Firefighter/Paramedic |
| Mondelli, Matthew  | 33150 | Firefighter                   | 25.748/38.622  | 7.8982  | Firefighter/Paramedic |
| Naker, Joshua      | 33042 | Firefighter                   | 29.24/43.86    | 8.9694  | Firefighter/Paramedic |
| Nale, Justin       | 32952 | Firefighter                   | 29.24/43.86    | 8.9694  | Firefighter/Paramedic |
| Nass, David        | 32889 | Firefighter                   | 27.848/41.772  | 8.5424  | Firefighter/EMT       |
| Nett, Stephen      | 33078 | Firefighter                   | 27.494/41.241  | 8.4338  | Firefighter/Paramedic |
| Olson, Peter       | 32862 | Lieutenant                    | 32.166/48.249  | 9.8669  | Firefighter/Paramedic |
| Ordonez, Victor    | 33024 | Firefighter                   | 29.24/43.86    | 8.9694  | Firefighter/Paramedic |
| Perry, Ian         | 32961 | Firefighter                   | 29.24/43.86    | 8.9694  | Firefighter/Paramedic |
| Petricek, Ronald   | 32853 | Firefighter                   | 29.24/43.86    | 8.9694  | Firefighter/Paramedic |
| Prinz, Charles     | 33060 | Firefighter                   | 29.24/43.86    | 8.9694  | Firefighter/Paramedic |

|                    |       |             |               |        |                       |
|--------------------|-------|-------------|---------------|--------|-----------------------|
| Rainy, Michael     | 33168 | Firefighter | 20.514/30.771 | 6.2927 | Firefighter/Paramedic |
| Rezner, Daniel     | 93287 | Firefighter | 27.848/41.772 | 8.5424 | Firefighter/EMT       |
| Ritchie, Aaron     | 32898 | Firefighter | 29.24/43.86   | 8.9694 | Firefighter/Paramedic |
| Rohde, Daniel      | 33015 | Firefighter | 29.24/43.86   | 8.9694 | Firefighter/Paramedic |
| Runge, Sean        | 33177 | Firefighter | 20.514/30.771 | 6.2927 | Firefighter/Paramedic |
| Schaefer, Patrick  | 33096 | Firefighter | 32.166/48.249 | 9.8669 | Firefighter/Paramedic |
| Schaefer, Wesley   | 32745 | Lieutenant  | 27.494/41.241 | 8.4338 | Firefighter/Paramedic |
| Schrader, Matthew  | 32988 | Firefighter | 29.24/43.86   | 8.9694 | Firefighter/Paramedic |
| Skarban, Wesley    | 32664 | Firefighter | 27.848/41.772 | 8.5424 | Firefighter/EMT       |
| Smukalla, Robb     | 99399 | Firefighter | 29.24/43.86   | 8.9694 | Firefighter/Paramedic |
| Steinhaus, Scott   | 33105 | Firefighter | 27.494/41.241 | 8.4338 | Firefighter/Paramedic |
| Teichmiller, Jesse | 32880 | Lieutenant  | 30.634/45.951 | 9.397  | Firefighter/EMT       |
| Wargolet, Matthew  | 33186 | Firefighter | 29.24/43.86   | 8.9694 | Firefighter/Paramedic |
| Wargolet, Michael  | 32551 | Firefighter | 20.514/30.771 | 6.2927 | Firefighter/Paramedic |
| Weiss, James       | 97619 | Lieutenant  | 30.634/45.951 | 9.397  | Firefighter/EMT       |
| Wilding, Steven    | 32424 | Lieutenant  | 30.634/45.951 | 9.397  | Firefighter/EMT       |
| Wrecke, David      | 32736 | Firefighter | 27.848/41.772 | 8.5424 | Firefighter/EMT       |

## EXHIBIT B - Reimbursement of Personnel Costs - Assisting Agency

|                                   |  |  |                             |  |              |   |  |
|-----------------------------------|--|--|-----------------------------|--|--------------|---|--|
| Assisting Agency:                 |  |  | Agency's # Regular Hours**: |  | <b>RATES</b> | Medicare (set rate)                     |  |
| Prepared By: (Print Contact Name) |  |  | Contact/Phone #:            |  |              | Signature:                              |  |
| Approved By: (Print Contact Name) |  |  | Contact/Phone #:            |  |              | Signature:                              |  |
|                                   |  |  |                             |  |              | FICA (set rate)                         |  |
|                                   |  |  |                             |  |              | Pension Contribution (Agency's Rate)*** |  |

- \* Total hours worked will be verified / reconciled to the hours logged by payroll system. Regular hours plus overtime hours cannot exceed the total hours logged in payroll system.
- \*\* Provide your agency's number of regular hours scheduled for a typical week (i.e. 40 hours).
- \*\*\* Use your agency's pension contribution rate to calculate pension contribution expenses. Provide official documentation that shows your current pension contribution rate.
- \*\*\*\* Please provide breakdown of additional benefits being requested for reimbursement. This should include description of each individual benefit and applicable rate. Please input total amount of benefit in this column.

| Agency Employee's Name: | Regular Rate: | Overtime Rate: | Regular Hours: | Overtime Hours: | Total Regular Hours: | Total OT Hours: | Salary Expense: | Medicare: | FICA: | Pension Contribution: | Additional Benefits****: | TOTAL EXPENSE: |
|-------------------------|---------------|----------------|----------------|-----------------|----------------------|-----------------|-----------------|-----------|-------|-----------------------|--------------------------|----------------|
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |
|                         | \$ -          | \$ -           | 0.00           | 0.00            | \$ -                 | \$ -            | \$ -            | \$ -      | \$ -  | \$ -                  | \$ -                     | \$ -           |



DRAFT



**EXHIBIT C**  
**2020 Democratic National Convention**  
**DNC Reimbursement Request Form**



**DRAFT**

|                          |                           |                   |
|--------------------------|---------------------------|-------------------|
| <b>Assisting Agency:</b> |                           |                   |
| <b>Prepared By:</b>      | <b>Contact Phone's #:</b> | <b>Signature:</b> |
| <b>Approved By:</b>      | <b>Contact Phone's #:</b> | <b>Signature:</b> |

| Personnel Costs  |                     |                     |                      |                    |                     |                                 |       |
|--|---------------------|---------------------|----------------------|--------------------|---------------------|---------------------------------|-------|
|  | Number of Personnel | Total Regular Hours | Total Overtime Hours | Total Regular Cost | Total Overtime Cost | Total Regular and Overtime Cost |       |
|  |                     |                     |                      | \$ -               | \$ -                | \$ -                            |       |
| <u>Three sets of documentation are required:</u>   |                     |                     |                      |                    |                     |                                 |       |
| a. Outside Agency Tracking Form. These forms were signed off on by the personnel during the event and in the possession of the City of Milwaukee (City). If you are in possession of any of these timesheets, please provide them to the City as soon as possible.<br><br>b. Daily work records/work logs, time and attendance records, payroll registers. This includes whatever your typical system is to track payroll. This will be submitted as part of the reimbursement package. These records will be reconciled against the timesheets in order to approve final reimbursement. For this reason, these records should show information such as hourly rates, number of hours worked, total amount of personnel expense, etc.<br><br>c. Final payroll costs submitted with reimbursement request (Reimbursement of Personnel Costs Worksheet – Outside Agencies and Reimbursement Request Form). |                     |                     |                      |                    | Pension Rate        | 0.00%                           |       |
|  |                     |                     |                      |                    |                     | FICA Rate                       | 0.00% |
|  |                     |                     |                      |                    |                     | Medicare Rate                   | 0.00% |
|  |                     |                     |                      |                    |                     | Other Benefits Rate             | 0.00% |
|  |                     |                     |                      |                    |                     | Total Fringe                    | \$ -  |
|  |                     |                     |                      |                    | Total Wages         | \$ -                            |       |

| Food Per Diem Costs (Travel Days only)  |                    |   |  |            |
|---|--------------------|---|--|------------|
|   | Number of Officers | Number of Days (Combine To and From - Prorated) | Federal Per Diem Food Rate (Travel Days) | Total Cost |
| <b>Meals:</b> Travel days will be paid at 75% as stipulated by federal regulations. <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a><br><br><b>Note:</b> Travel day meal per diems will not be reimbursed for outside agencies that are within 100 miles of Milwaukee. |                    |   | \$ 49.50                                 | \$ -       |

| Transportation Costs (Travel Days only)  |                    |                                   |  |            |
|--|--------------------|-----------------------------------|--|------------|
| <b>Airfare:</b> Receipt from airline or travel agent indicating name of traveler, dates of travel and total cost of ticket; receipt from airline indicating name of traveler, dates and cost of any baggage fees assessed; and boarding passes.  | Number of Officers | Number of Tickets                 | Average Airfare Price (Per Round Trip) | Total Cost |
|  |                    |                                   | \$ -                                   | \$ -       |
| <b>Auto reimbursement:</b> Google map showing vehicle route to and from Milwaukee. Mileage reimbursed at federally approved rates: <a href="https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/private-owned-vehicle-pov-mileage-reimbursement-rates">https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/private-owned-vehicle-pov-mileage-reimbursement-rates</a><br>a. Motorcycles – \$0.XX/mile – This includes fuel.<br>b. Private Vehicles – \$0.XX/mile – This includes fuel.<br>c. Gov't Owned Vehicles – \$0.XX/mile – This includes fuel. | Number of Vehicles | Total Miles (Combine to and From) | Mileage Rate                           | Total Cost |
|  |                    |                                   | \$ -                                   | \$ -       |
| <b>Bus/Vehicle Rentals:</b> Contract cost of rental vehicles or buses; highway and bridge toll fees.   |                    | Number of Buses/Rented Vehicles   | Cost Per Bus/Rented Vehicle            | Total Cost |
|  |                    |                                   | \$ -                                   | \$ -       |

| Additional Requested Costs (Not Listed Above)   |                                |                      |
|---|--------------------------------|----------------------|
|   | Description of Additional Cost | Amount of Total Cost |
| <b>Additional Expenses:</b> Please provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.<br><br>Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. <b>Example:</b> If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the invoice for the total cost of the lodging.<br><br><b>NOTE: Any reimbursement under this section must be preapproved in writing by the City and such preapproval shall be attached to this form.</b> |                                | \$ -                 |
|   |                                | \$ -                 |
|   |                                | \$ -                 |

| Total Request for Reimbursement  |                     |             |
|--|---------------------|-------------|
| All expenses incurred as described in the Intergovernmental Agreement and Estimate Cost Forms (ECF) are eligible for reimbursement. The costs initially provided were estimates and require documentation for final approval and reimbursement.<br><br>Note: Credit card statements are not considered a valid document for the purposes of reimbursement. | Salary              | \$ -        |
|  | Per Diem            | -           |
|  | Transportation      | -           |
|  | Additional Expenses | -           |
|  | <b>Total Cost</b>   | <b>\$ -</b> |

Please feel free to contact the following City of Milwaukee Personnel with any questions you may have:

|                  |              |
|------------------|--------------|
| Rhonda Kelsey    | 414-286-3639 |
| Dennis Yaccarino | 414-286-8552 |
| Andrea Fowler    | 414-286-5563 |



## COMMON COUNCIL REPORT

**Item:** Purchase of HVAC control system upgrades for Fire Station 3

**Recommendation:** That the Common Council approves the purchase of the Trane Tracer SC control system upgrade for Fire Station 3 in the amount of \$115,865.00.

**Fiscal Impact:** The funding for this equipment will be obtained through the \$120,000.00 amount approved for 2020 CIP Project 20006.

- 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 2019, the Common Council approved the replacement of the boilers in Fire Station 3. It was identified at that time that the HVAC (temperature) control system and software would also require upgrades. The current HVAC control system and software for Fire Station 3 is approximately 20 years old. This system is no longer supported by the manufacturer and replacement components are generally no longer available. The department is seeking approval to upgrade this control system and software to the same model currently installed in City Hall and Fire Station 1.

In addition to having manufacturers support and available replacement components, the proposed control system will improve the overall efficiency of the HVAC system. The newer technology will also provide building maintenance personnel with web-based tools that will allow for easier access to system diagnostics and controls.

**Options/Alternatives:** NA

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Michael Kressuk, Jr.  
Fire Chief

Fiscal Review:

Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Attachments: Trane Turnkey Proposal



# Trane Turnkey Proposal



**Turnkey Proposal For:**

Richard Kulka  
City of Oak Creek  
8640 South Howell Avenue  
Oak Creek, WI 53154 U.S.A.

**Local Trane Office:**

Trane U.S. Inc.  
234 W. Florida Street, 6th Floor  
Milwaukee, WI 53204 U.S.A.

**Local Trane Representative:**

Allan Lantz  
Account Manager  
Office: (414) 266-5222  
Cell: (262) 308-4002  
Email: [alantz@trane.com](mailto:alantz@trane.com)

**Proposal ID:**

2649265

**U.S. Communities:**

Quote Number: 33-135908-19-001  
Co-op Contract Number: USC 15-JLP-023

**Date:** December 13, 2019





**Trane Turnkey Proposal**

**Job Name:**  
City of Oak Creek – Fire Station #3

**Proposal Number:**  
2649265

**Delivery Terms:**  
Freight Allowed and Prepaid – F.O.B Factory

**Payment Terms:**  
Net 30

**Proposal Expiration Date:**  
90 Days

---

## Scope of Work – Trane Tracer Control System Upgrade

### TRANE TRACER CONTROL SYSTEM

- Project Management & Coordination
- Project Engineering & "As Built" Control Drawings
- Trane Tracer SC+ Main System Controller (Qty 1)
  - Includes:
    - Demo existing Trane Tracer Summit BCU Controller & Enclosure
    - Installation & Wiring (Includes conduit for network lines if required)
    - Enclosures w/Power Supply & UPS Battery Back-Up
    - Set-Up & Licensing
    - Graphics
    - Training – 4 hours
- BACnet MS/TP Communication Link
  - Includes:
    - Demo existing communication link (wire only)
    - Installation of communication link to all BACnet MS/TP field devices (reuse existing conduits)
    - Communication link in conduit, if required, except at roof deck or plenum ceiling areas
- Trane Air Handling Unit (Qty 1)
  - Includes:
    - Demo existing Trane UPCM Controller & Enclosure
    - Furnish, install & wire Trane BACnet MS/TP UC Controller w/Enclosure
    - Demo the following existing End Devices:
      - Temperature/Humidity Sensing Devices
      - Damper Actuators
    - Furnish, install & wire new End Devices (use existing conduits & conductors)
      - Temperature/Humidity Sensing Devices
      - Damper Actuators
  - Excludes:
    - Hot & Chilled Water Valves (reuse existing)



- Trane VAV Box w/Hot Water Reheat (Qty 18)\*\*
    - Includes:
      - Demo & disposal of existing Trane VAV Boxes w/Hot Water Reheat
      - Furnish, install & wire new Trane VAV Boxes w/Hot Water Reheat
        - Includes:
          - Trane BACnet MS/TP UC Controllers w/End Devices (**See below**)
          - Rework existing sheet metal & piping connections as required
          - Furnish, install & wire new Reheat Valves
          - Furnish, install & wire Fuse
      - Demo existing Trane Zone Sensors
      - Install & wire new Trane Zone Sensors
      - Air Balancing
- \*\*Trane BACnet MS/TP Controllers are "Factory" mounted on new Trane VAV Boxes w/Hot Water Reheat**
- Hot Water System (Qty 1)\*\*
  - Includes:
    - Demo existing Trane UPCM Controller & Enclosure
    - Furnish, install & wire Trane BACnet MS/TP UC Controller w/Enclosure
    - Demo the following existing Temperature Sensing Devices
    - Furnish, install & wire new Temperature Sensing Devices (use existing conduits & conductors)

**\*\*Assumes the Boilers have been upgraded & integrated into the existing Trane Tracer Summit Control System**

- Chilled Water System (Qty 1)
  - Includes:
    - Reuse existing LON Communication Link
- Fire Station Garage Area
  - Includes:
    - Demo existing Trane UPCM Controller & Enclosure
    - Furnish, install & wire Trane BACnet MS/TP UC Controller w/Enclosure
    - Demo the following existing End Devices:
      - Temperature Sensing Devices
      - Damper Actuators
    - Furnish, install & wire new End Devices (use existing conduits & conductors)
      - Temperature Sensing Devices
      - Damper Actuators
- Programming, Integration & Commissioning
- (1) Year Parts & Labor Warranty on supplied components



**Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 18)**

| Item | Tag(s) | Qty | Description                              | Model Number |
|------|--------|-----|--|--------------|
| A1   | 5"     | 6   | Variable Air Volume Single Duct Terminal | VCWF05       |
| A2   | 6"     | 5   | Variable Air Volume Single Duct Terminal | VCWF06       |
| A3   | 8"     | 3   | Variable Air Volume Single Duct Terminal | VCWF08       |
| A4   | 10"    | 4   | Variable Air Volume Single Duct Terminal | VCWF10       |

**Product Data - Variable Air Volume Single Duct Terminal Units**

**All Units**

- Single Duct w/Hot Water Heat
- Matte Faced Insulation - 1/2" (13 mm)
- Trane UC BACnet MS/TP Controller
- Standard Actuator
- Left Hand &/or Same Side Connection (Control &/or Hot Water Coil)
- Duct Temperature Sensor - Factory Mounted
- Bottom Access w/Left Side Connection
- 2 Row Hot Water Coil (**TBD based on existing Trane VAV Boxes**)
- Trane Zone Sensor w/Display Display (Field Installed)
- 1<sup>st</sup> Year Parts & Labor Warranty

**Item: A1 Qty: 6 Tag(s): 5"**  
5" Inlet Size, 350 CFM

**Item: A2 Qty: 5 Tag(s): 6"**  
6" Inlet Size, 500 CFM

**Item: A3 Qty: 3 Tag(s): 8"**  
8" Inlet Size, 900 CFM

**Item: A4 Qty: 4 Tag(s): 10"**  
10" Inlet Size, 1400 CFM



**OPTIONAL SYSTEM UPGRADES:**

- Power Meter (Qty 1)
  - Includes:
    - Furnish & install BACnet MS/TP Communication Link
    - Furnish, install & wire Trane BACnet MS/TP Power Meter w/Enclosure
    - Integration & Commissioning
  
- Baseboard Heating (Qty 1)
  - Includes:
    - Furnish & install Baseboard Finned Tube Radiation under counter in Support Staff Open Office area
    - Furnish, install & wire new End Devices tied to new Trane VAV Box w/Hot Water Reheat serving this area
      - Trane Zone Sensor (Averaging)
      - Heating Valve
    - Programming & Commissioning
  
- Vestibule Cabinet Unit Heater-(Qty 1)\*\*
  - Includes:
    - Furnish, install & wire Trane Cabinet Unit Heater
      - Includes:
        - Trane BACnet MS/TP UC Controller w/End Devices (**See below**)
    - Furnish & install BACnet MS/TP Communication Link
    - Programming & Commissioning

**\*\*Trane BACnet MS/TP Controller is "Factory" mounted on new Trane Cabinet Unit Heater**

**Tag Data - Cabinet Unit Heaters (Qty: 1)**

| Item | Tag(s) | Qty | Description                     | Model Number                                 |
|------|--------|-----|---------------------------------|--|
| A1   | CUH-1  | 1   | Unit Cabinet Heater (Force-Flo) | FFJB0601J--B0H10AG0A0000D100ELZ00ADE00000C00 |

**Product Data - Cabinet Unit Heaters**

**Item: A1 Qty: 1 Tag(s): CUH-1**

- Force-Flo Cabinet Unit Heater
- Vertical Slope Top
- Size 060
- 115v/60hz/1ph
- Right Hand Connection w/Piping Package
- Front Bar Grille Return/Top Bar Grille Supply
- Color to be selected from Trane Standard Colors by the Customer**
- Free Discharge Fan Motor
- 2 Row Hot Water Coil
- Disconnect Switch
- 1" Throwaway Filter
- Deluxe Ball Valve (Supply) & Armstrong Return Valve w/Automatic Air Vent
- Trane UC BACnet MS/TP Controller
- Unit Mounted Temperature Sensor
- Low Limit Sensor
- 3-Way, 2 Position N.O. Valve (2.7 Cv)
- 4" Subbase for Vertical/Slope Top Units (Field Installed)
- 1st Year Parts & Labor Warranty



**Clarifications & Exclusions:**

- Applicable taxes are not included.
- Any service not listed is not included.
- Work will be performed during normal Trane business hours. Any work outside of normal Trane business hours (Monday thru Friday - 7:30am to 4:30pm) would be quoted accordingly.
- The above pricing assumes factory mounted Trane BACnet MS/TP controls on the Trane equipment provided in this proposal.
- The above pricing does not include connecting of the Trane Tracer Control System components to the customer's local area network (LAN). All data ports, switches, routers and cabling to be provided by others.
- Any exposed wiring would be installed in conduit. Any wiring above the plenum would be plenum rated and ran in existing raceways or properly supported.
- The above pricing is based on reusing existing end devices (relays, current sensors, low limits, etc.), conduits and conductors where applicable.
- The above pricing does assume that the Boilers have been integrated into the existing Trane Tracer Summit Control System (This work was quoted separately to the mechanical contractor installing the new boilers).
- The above pricing assumes reusing/reconnecting existing NO2 & CO System for the garage area.
- The above pricing does not include integration of any equipment not specified above.
- The above pricing does not include labor to assist Commissioning Agent for verification of the systems.
- The above pricing does not include the motorized dampers and/or damper actuators unless listed.
- The above pricing does not include motor starters or VFD's for any equipment.
- The above pricing does not include Fire/Life Safety equipment, dampers or controls.
- The installation of the Power Meter will require shutdown of the main electrical service by WE Energies – Trane will coordinate this work with the customer – customer will be responsible for contacting WE Energies to have the service shutdown.
- The above pricing does not include providing any software.
- The above pricing does not include any bid/payment/performance bonds or an energy/operational guarantee or savings.
- The City of Oak Creek would be responsible for engaging Focus on Energy for any rebates as well as submitting any necessary paperwork to qualify and/or receive rebates.
- The above pricing includes a (1) year parts and labor warranty on supplied components which includes labor for modifications to the controls system for defects in workmanship only. Any customer requests for modifications to the controls system that are not considered a defect in workmanship would be billed separately at Trane current T&M service rates.



# Pricing and Acceptance


## Trane Tracer Control System Upgrade:

**Total Net Price (Excluding Sales Tax) .....\$115,865.00\***

**\*Optional Systems Pricing:**

- Power Meter - \$2,024.00 ADD
- Baseboard Heating - \$7,914.00 ADD
- Vestibule Fan Coil Unit - \$9,293.00 ADD

**This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).**

|                           |   |
|---------------------------|---|
| Submitted By: Allan Lantz | Office: (414) 266-5222<br>Proposal Date: December 13, 2019  |
| CUSTOMER ACCEPTANCE       | TRANE ACCEPTANCE<br>Trane U.S. Inc.   |
| Authorized Representative | <br>Authorized Representative |
| Printed Name              | Account Manager   |
| Title                     | Title   |
| Purchase Order            | 12-13-19<br>Signature Date  |
| Acceptance Date           |   |



**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

"Company" shall mean Trane U.S. Inc.

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
3. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
5. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
9. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
10. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
11. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
12. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or



fungl. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**13. Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**14. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**15. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**16. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**17. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**18. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be represented by counsel at their own expense.

**19. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

**20. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

|                              |                            |
|------------------------------|----------------------------|
| Commercial General Liability | \$2,000,000 per occurrence |
| Automobile Liability         | \$2,000,000 CSL            |
| Workers Compensation         | Statutory Limits           |





If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**21. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**22. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**23. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**24. U.S. Government Work.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**25. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (In the U.S.) or a First Nation or Band Council (In Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The Individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)  
Supersedes 1-26.251-10(0614)

## COMMON COUNCIL REPORT

**Item:** Certified Survey Map - 7869 S. 13<sup>th</sup> St.

**Recommendation:** That the Council adopts Resolution No. 12133-021720, a resolution approving a Certified Survey Map submitted by John Thomsen, Highgate, LLC, for the property at 7869 S. 13th St.

**Fiscal Impact:** Approval of the CSM will allow for the anticipated recreational and athletic facility developments within an approved commercial Planned Unit Development. Future developments will yield positive fiscal impacts in terms of assessed value, permit fees, review fees, and impact fees. This property and all of the proposed lots are located within TID 12.

**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 property at 7869 S. 13th St. As proposed, three (3) lots would be created:

- Lot 1 = 3.9561 acres in the northwest corner
- Lot 2 = 5.9514 acres in the center, west of the internal access road
- Lot 3 = remaining 11.0345 acres

Wetlands have been delineated and are shown on the northeast side of Lot 3 on Sheet 2. However, wetlands should be shown on all pages of the CSM prior to recording, and a condition of approval for such is recommended in the attached Resolution. For clarity and consistency, the same language for the access easement should be used as was shown on CSM 9148 ("Cross Access Easement Area").

A question was raised as to depicting the stormwater ponds on portions of Lot 3 as Outlots. Identifying the stormwater facilities as Outlots on the same CSM would have the benefit of combining divisions into one (1) map rather than several, would potentially include easements for the benefit of and maintenance responsibilities of each lot for the stormwater infrastructure, and would prevent the potential encroachment of development into the stormwater facility areas. Rather than dividing individual lots, changing the designation of Lot 3 to an Outlot is a potential solution to this concern. The Plan Commission incorporated this solution into the recommended conditions below.

The Plan Commission reviewed the Certified Survey Map proposal at their meeting on February 11, 2020, and recommend approval with the following conditions:

- 
1. That the CSM is revised to incorporate all wetland areas on all sheets.
  2. That the CSM is revised to incorporate the same language for the access easement as was shown on CSM 9148.
  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.
  4. That Lot 3 is revised to an Outlot 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 pending 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 12133-021720

Location Map

CSM

RESOLUTION NO. 12133-021720

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

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR  
JOHN THOMSEN, HIGHGATE, LLC

7869 S. 13<sup>TH</sup> ST.  
(1<sup>st</sup> Aldermanic District)

WHEREAS, JOHN THOMSEN, HIGHGATE, 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 the CSM is revised to incorporate all wetland areas on all sheets.
2. That the CSM is revised to incorporate the same language for the access easement as was shown on CSM 9148.
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.
4. That Lot 3 is revised to an Outlot 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 the CSM is revised to incorporate all wetland areas on all sheets.
2. That the CSM is revised to incorporate the same language for the access easement as was shown on CSM 9148.
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.
4. That Lot 3 is revised to an Outlot prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17<sup>th</sup> day of February, 2020.

Passed and adopted this 17<sup>th</sup> day of February, 2020.

President, Common Council

Approved this 17<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Mayor

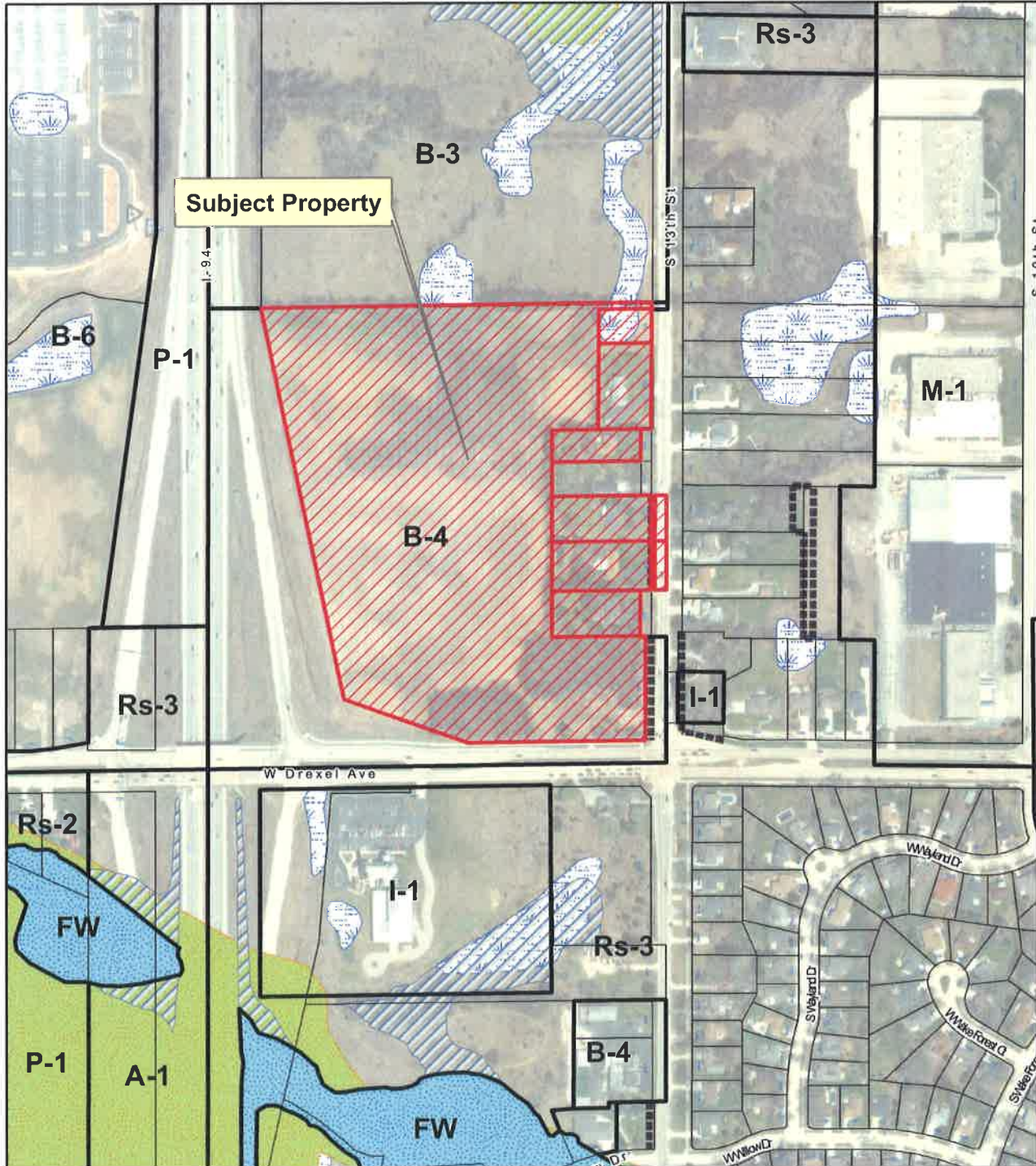
ATTEST:

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

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

# Notification Map

7869, 7725, 7765, 7781, 7811, 7869, 7869 S 13TH ST



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



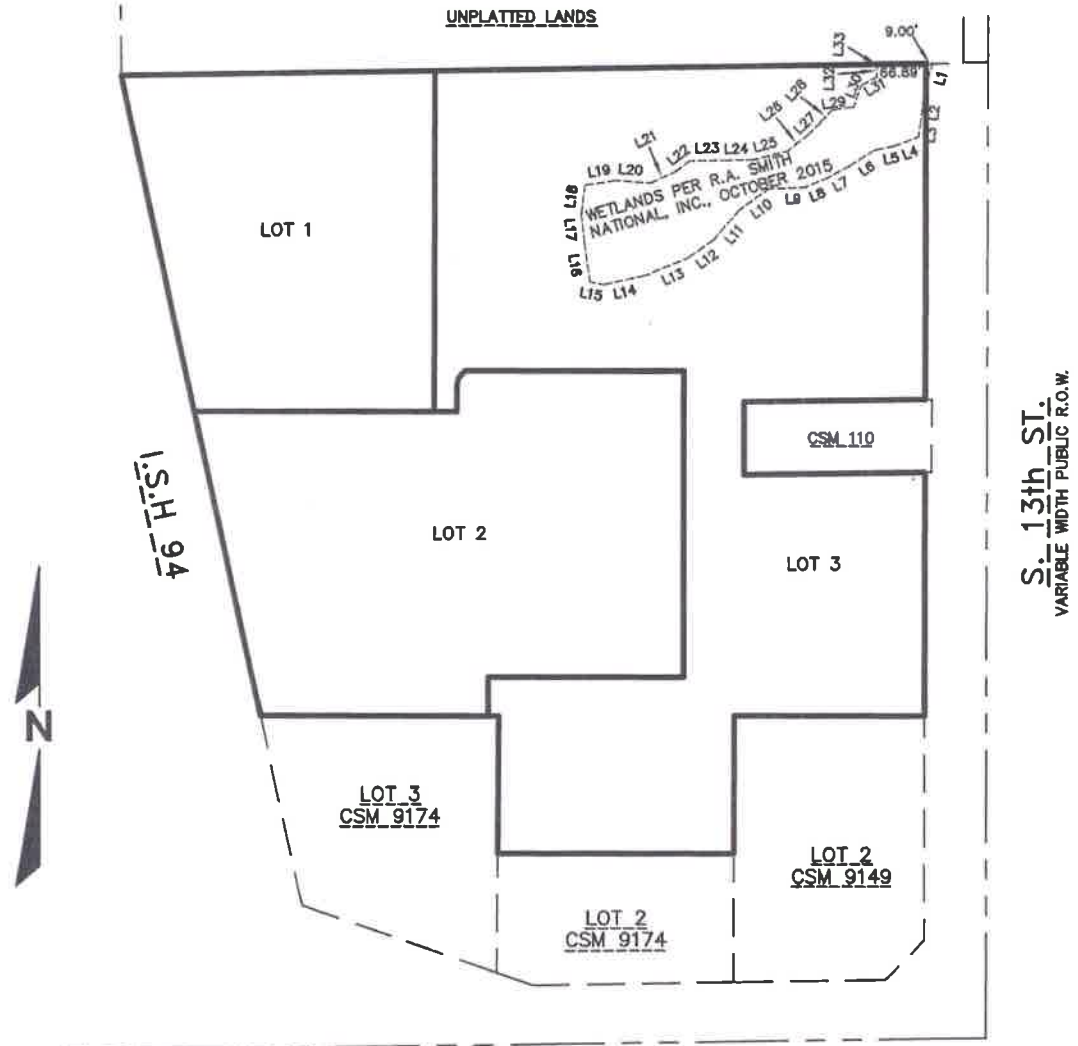
| Legend |                           |
|--------|---------------------------|
|        | Parcel selection          |
|        | DNR Wetlands Inventory    |
|        | Officially Mapped Streets |
|        | Floodway (2008)           |
|        | Flood Plain (2008)        |
|        | Environmental Corridor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

Department of Community Development



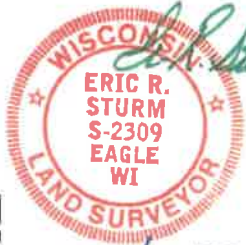
CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map No. 9174, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

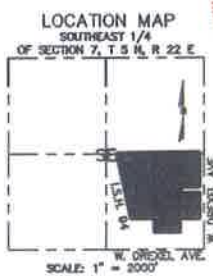


W. DREXEL AVE.  
VARIABLE WIDTH PUBLIC R.O.W.

| Line Table |             |        |        |             |        |        |             |        |
|------------|-------------|--------|--------|-------------|--------|--------|-------------|--------|
| Line #     | Direction   | Length | Line # | Direction   | Length | Line # | Direction   | Length |
| L1         | S17°03'57"W | 35.86  | L12    | S55°12'57"W | 43.47  | L23    | N89°05'13"E | 47.26  |
| L2         | S7°00'47"W  | 47.62  | L13    | S67°40'01"W | 62.07  | L24    | N68°51'28"E | 39.91  |
| L3         | S8°42'34"W  | 16.45  | L14    | S77°39'31"W | 56.52  | L25    | N75°36'13"E | 47.80  |
| L4         | S69°09'47"W | 33.02  | L15    | N60°11'12"W | 16.67  | L26    | N52°35'33"E | 32.43  |
| L5         | S75°28'10"W | 29.97  | L16    | N8°12'31"W  | 53.23  | L27    | N45°14'43"E | 27.81  |
| L6         | S57°25'31"W | 40.19  | L17    | N52°30'27"W | 40.56  | L28    | N41°58'47"E | 22.03  |
| L7         | S62°13'16"W | 37.16  | L18    | N6°51'04"E  | 38.64  | L29    | N81°36'10"E | 29.73  |
| L8         | S67°07'33"W | 30.18  | L19    | N81°30'45"E | 41.84  | L30    | N19°42'11"E | 30.86  |
| L9         | S88°01'00"W | 48.76  | L20    | S88°05'05"E | 48.11  | L31    | N61°12'08"E | 23.47  |
| L10        | S54°11'45"W | 50.82  | L21    | N64°14'57"E | 37.41  | L32    | N0°17'28"E  | 15.12  |
| L11        | S40°36'46"W | 51.40  | L22    | N53°45'12"E | 23.23  | L33    | N4°27'14"E  | 2.02   |



*JAN. 13, 2020*  
*Revised, Jan. 31, 2020*



**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
resmith.com



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map No. 9174, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN        }  
                                      :SS  
WAUKESHA COUNTY        }

I, ERIC R. STURM, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a Lot 1 of Certified Survey Map No. 9174, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, which is bounded and described as follows:

COMMENCING at the Southeast corner of said 1/4 Section; thence North 00°05'47" East along the East line of said 1/4 Section 1330.29 feet to a point; thence South 89°13'29" West 83.51 feet to a point on the West line of South 13<sup>th</sup> Street being the point of beginning of lands to be described; thence South thence South 00°05'47" West along said West line 456.94 feet to a point on the North line of Certified Survey Map No. 110; thence South 89°18'02" West along said North line 246.50 feet to a point on the West line of Certified Survey Map No. 110; thence South 00°05'47" West along said West line 99.99 feet to a point on the South line of Certified Survey Map No. 110; thence North 89°18'02" East along said South line 246.50 feet to a point on the West line of South 13<sup>th</sup> Street; thence South 00°05'47" West along said West line 332.22 feet to a point; thence North 89°52'55" West 259.29 feet to a point; thence South 00°09'10" West 188.09 feet to a point on the North line of Lot 2 of Certified Survey Map No. 9174; thence North 89°50'50" West along the aforesaid North line 319.70 feet to a point on the East line of Lot 3 of Certified Survey Map No. 9174; thence North 00°29'02" East along said East line 187.63 feet to a point; thence North 89°46'11" West along the North line of said Lot 3 for a distance of 322.71 feet to a point on the East line of Interstate Highway 94; thence North 12°06'03" West along said East line 891.87 feet to a point; thence North 00°03'52" East along said East line 0.15 feet to a point on the North line of the Southeast 1/4 of said 1/4 Section; thence North 89°13'29" East along said North line 1089.18 feet to the point of beginning.

Said lands contain 912,239 square feet or 20.9421 acres.

THAT I have made the survey, land division and map by the direction of HIGHGATE, LLC, owner.

THAT the 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 Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Municipal Code in surveying, dividing, and mapping the same.

DATE January 13, 2020  *Eric R. Sturm* (SEAL)  
ERIC R. STURM  
PROFESSIONAL LAND SURVEYOR S-2309

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map No. 9174, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

HIGHGATE, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, and mapped in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek Municipal Code.

HIGHGATE, LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Oak Creek

IN Witness Whereof, HIGHGATE, LLC has caused these presents to be signed by

\_\_\_\_\_, its Managing Member, this \_\_\_\_\_

day of \_\_\_\_\_, 2020.

\_\_\_\_\_

STATE OF WISCONSIN     }  
  :SS  
MILWAUKEE COUNTY     }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_\_ of the above named HIGHGATE, LLC, to me known to be the person who executed the foregoing instrument, and to me known to be Managing Member and acknowledged that he executed the foregoing instrument as such officer as the deed of the corporation, by its authority.

\_\_\_\_\_(SEAL)  
Notary Public, State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map No. 9174, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

## CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a national banking association, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing, and mapping of the land described in the foregoing affidavit of Eric R. Sturm, Surveyor, and does hereby consent to the certificate of said owner.

In witness whereof, the said \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, and by \_\_\_\_\_ (name) \_\_\_\_\_ (title) \_\_\_\_\_, its \_\_\_\_\_ (name) \_\_\_\_\_ (title) at \_\_\_\_\_, and its corporate seal to be hereunto affixed.

this \_\_\_ day of \_\_\_\_\_, 2020.

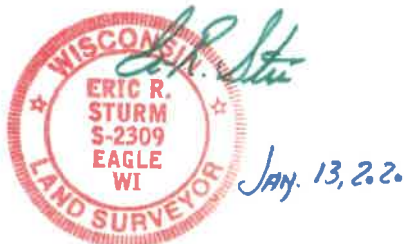
\_\_\_\_\_

STATE OF \_\_\_\_\_ }  
 :SS  
 COUNTY OF \_\_\_\_\_ }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, \_\_\_\_\_ (name) \_\_\_\_\_ (title) and \_\_\_\_\_ (name) \_\_\_\_\_ (title) of the

above named organization, to me known as the person(s) who executed the foregoing instrument, and to me known to be the \_\_\_\_\_ and the \_\_\_\_\_ of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority.

\_\_\_\_\_  
 Notary Public, State of \_\_\_\_\_ (SEAL)  
 My commission expires \_\_\_\_\_



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map No. 9174, being part of the Southeast 1/4 of the Southeast 1/4 of Section 7, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

PLANNING COMMISSION OF APPROVAL

Certified Survey Map accepted by the Planning Commission of the City of Oak Creek on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR DANIEL BUKIEWICZ, CHAIRMAN

\_\_\_\_\_  
DOUGLAS SEYMOUR, SECRETARY

COMMON COUNCIL APPROVAL

Certified Survey Map approved by the Common Council of the City of Oak Creek on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
DANIEL BUKIEWICZ, MAYOR

\_\_\_\_\_  
CATHERINE ROESKE, CITY CLERK



THIS INSTRUMENT WAS DRAFTED BY ERIC R. STURM,  
PROFESSIONAL LAND SURVEYOR S-2309



## COMMON COUNCIL REPORT

Item: Safe Routes to School

Recommendation: That the Common Council considers adoption of Resolution No. 12130-021720, a resolution supporting the submission of application for 2020-2024 Transportation Alternatives Program (TAP) award cycle under the Safe Routes to School (SRTS) category.

Fiscal Impact: If the application is selected, the City would need to front the funding of the project for a total of \$792,000 in future budgets, then would be reimbursed \$633,600 (80 percent) with responsibility for a net outlay of \$158,400 (20 percent).

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

Background: On March 18, 2014 The Common Council approved a Resolution of Support: Wisconsin Department of Transportation (WisDOT) 2014-2018 Transportation Alternatives Program (TAP) Award Cycle to develop a Safe Routes to School (SRTS) city-wide plan which would be used to provide recommendations for infrastructure and non-infrastructure improvements for routes to elementary and middle schools. This 2020-2024 TAP Application includes the initial phase of infrastructure improvements to implement the high priority recommendations included in the SRTS Action Plan that was completed in 2018.

The proposed SRTS improvements are located within a 1/2-mile radius of the following schools within the Oak Creek-Franklin School District; Cedar Hills Elementary, Edgewood Elementary, Meadowview Elementary, Shepard Hills Elementary and West Middle School. The improvements range from the installation of high-visibility crosswalks, improved signage, ADA ramp improvements, raised sidewalks, sidewalk connections and a High-Intensity Activated Crosswalk Signal (HAWK).

A local government Resolution of Support is required by April 17, 2020 for the 2020-2024 TAP Application to be eligible. Within the Resolution of Support the City commits to securing project funding. WisDOT operates TAP as a reimbursement program that requires local entities to front the funding of the project. WisDOT reimburses project sponsors for the federal share of 80 percent of the approved project cost up to the limit of the award. The Engineering Department estimated the construction would cost a total of \$600,000, then be reimbursed for 80 percent with responsibility for a net outlay of \$120,000 (20 percent). In addition to the construction cost, the construction oversight would cost an estimated 90,000, then be reimbursed 80 percent with responsibility for a net outlay of \$18,000 (20 percent). The Engineering Department estimated the design would cost \$90,000, then be reimbursed 80 percent with

---

responsibility for a net outlay of \$18,000 (20 percent). In addition to the design cost, the design is required to be reviewed by the State for a total of \$12,000, then be reimbursed for 80 percent with responsibility for a net outlay of \$2,400 (20 percent).

Design would be anticipated to begin in 2021 and construction would be anticipated to begin in 2023.

Options/Alternatives: The alternative is to not adopt the Resolution, which would result in the City having to fully fund the improvements or to not construct the improvements.

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Ashley Kiepczynski, PE  
Design Engineer

Fiscal Review:



Bridget M. Souffrant  
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, PE  
City Engineer

---

Attachments: Resolution No. 12130-021720

**RESOLUTION NO. 12130-021720**

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

**RESOLUTION OF SUPPORT: WISCONSIN DEPARTMENT OF  
TRANSPORTATION (WISDOT) 2020-2024 TRANSPORTATION  
ALTERNATIVES PROGRAM (TAP) AWARD CYCLE**

**(VARIOUS ALDERMANIC DISTRICTS)**

WHEREAS, the City of Oak Creek (City) has submitted a grant application to the Wisconsin Department of Transportation (WisDOT) for the 2020-2024 Transportation Alternatives Program (TAP) award cycle seeking funding aid for the implementation of Safe Routes to School infrastructure improvements; and

WHEREAS, the City recognizes that WisDOT reimburses project sponsors for the federal share of eighty (80) percent of the approved TAP project costs, up to the limit of the federal award amount. In light of the minimum twenty (20) percent local net cost responsibility requirement, the City commits to securing the matching funds; and

NOW, THEREFORE, BE IT RESOLVED, that the City supports the TAP application and, should the City be awarded funding by WisDOT for the 2020-2024 TAP award cycle, will agree to accept the award per its application criteria and enter into all necessary agreements with WisDOT for the above referenced project; and

BE IT FURTHER RESOLVED, the City agrees to comply with all applicable laws, requirements, and regulations outlined in the WisDOT 2020-2024 TAP application materials, the state-municipal agreement between WisDOT and the City, and any other program and/or project documentation.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 17<sup>th</sup> day of February 2020.

Passed and adopted this 17<sup>th</sup> day of February 2020.

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

Approved this 17<sup>th</sup> day of February 2020.

\_\_\_\_\_  
Mayor

ATTEST:

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

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



# COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 2/17/20 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$675.00 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 2/17/20 council meeting. Tentative recommendations are as follows (favorable background reports received):

1. Grant an Operator's license to:
  - \* Cielo A. Griego (Meijer)
  - \* Joshua J. Schacht (Buffalo Wild Wings)
  - \* Beth L. Opalewski (Jim Dandy's)
  - \* Christine Pelzek (Kwik Trip)
  - \* Tanya J. Bielinski (Jim Dandy's)
  - \* Elijah M. Rivera (Buffalo Wild Wings)
  
2. Grant a 2020 Secondhand Jewelry Dealer license to Julie A. Turner, Ruby & Jewels, 8811 Charmaine Cr. with release of license subject to final department approvals.

**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 February 11, 2020 Vendor Summary Report in the total of \$479,797.27.

**Fiscal Impact:** Total claims paid of \$479,797.27. Of this grand total paid, \$19,444.65 will impact the 2019 fiscal year. The remaining amount, \$460,352.62, will impact the 2020 fiscal year.

**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. \$8,800.08 to Barrett/Lo Visionary Development LLC (pg #3) for tax overpayment.
2. \$10,000.00 to Clever Sauce Creative LLC (pg #4) for The Confluence. (Tourism)
3. \$36,874.27 to Compass Minerals Company (pg #4) for salt inventory.
4. \$8,100.00 to Digicorp, Inc. (pg #5) for 2020 City Hall Unitrends backup support and maintenance.
5. \$15,645.04 to E. H. Wolf & Sons, Inc. (pg #5) for fuel inventory.
6. \$8,177.02 to Enterprise FM Trust (pg #5) for DPW vehicle lease monthly payment.
7. \$9,998.40 to GHA Technologies, Inc. (pg #7) for 2019 - 2020 computer monitors.
8. \$7,136.82 to Henkel Corporation (pg #8) for tax overpayment refund.
9. \$12,703.18 to Kansas City Life Insurance Co. (pgs #9-10) for March disability insurance.
10. \$42,316.00 to Milwaukee County Federated Library System (pg #12) for annual fees.
11. \$9,289.00 to Oak Creek Water & Sewer Utility (pg #13) for project inspection costs, Projects #17064, #18053, #18056, #19052, #19054.
12. \$12,192.65 to Ramboll (pg #13) for Peter Cooper support.
13. \$5,000.00 Reserve Account (pg #14) for postage refill.
14. \$5,601.02 to Ruben Garcia-Soto and Alejandra Garcia (pg #14) for tax overpayment refund.
15. \$6,620.35 to Securian Financial Group, Inc. (pgs #14-15) for March employee life insurance.
16. \$16,533.33 to Tyler Technologies, Inc. (pg #17) for consulting services.

---

17. \$77,409.18 to US Bank (pgs #23-33) 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.

17. \$9,995.10 to Viking Electric Supply, Inc. (pg #18) for fixtures.

18. \$22,615.34 to WE Energies (pg #18) for street lighting, electricity & natural gas.

19. \$13,352.18 to WI Court Fines & Surcharges (pg #18) for January 2020 court fines.

20. \$36,113.54 to WI Dept. of Transportation (pg #18) for construction services relating to Ryan Business Park.

**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: 2/11/20 Invoice GL Distribution Report