



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

## COMMON COUNCIL MEETING AGENDA

SEPTEMBER 21, 2021

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: 9/7/2021

### Recognition

4. **Council Proclamation:** Consider *Council Proclamation* No. 21-12, honoring Eagle Scout Joshua Rich for receiving all 137 Merit Badges (by Committee of the Whole).
5. **Council Proclamation:** Consider *Council Proclamation* No. 21-13, Congratulations to the Oak Creek Lions Club, 2020 Oak Creek Citizen of the Year (by Committee of the Whole).

### New Business

6. **Resolution:** Consider *Resolution* No. 12266-092121, authorizing closing on the Sale of the Property at 4200 East Lake Vista Boulevard and 4001 E. Lake Vista Parkway to F Street OCLV, LLC pursuant to the Real Estate Purchase Agreement (4<sup>th</sup> District).

### ENGINEERING

7. **Resolution:** Consider *Resolution* No. 12267-092121, approving the Infrastructure Development Agreement between the City of Oak Creek and F Street OCLV, LLC (Lakeshore Commons) (4<sup>th</sup> District).

### LICENSE COMMITTEE

8. **Motion:** Consider a *motion* to grant the various license requests as listed on the 9/21/21 License Committee Report (by Committee of the Whole).

**VENDOR SUMMARY**

9. **Motion:** Consider a *motion* to approve the September 15, 2021 Vendor Summary Report in the total amount of \$965,224.18 (by Committee of the Whole).

**MISCELLANEOUS**

10. **Motion:** Consider a *motion* to convene into closed session pursuant to Wisconsin State Statutes Section 19.85, to discuss the following:
- (a) Section 19.85(1)(g) to consider claim against the estate of Thomas W. Jungck in Waukesha County, Case No. 2018PR457.
11. **Motion:** Consider a *motion* to reconvene into open session.
12. **Motion:** Consider a *motion* to take action, if necessary.

***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

## COUNCIL PROCLAMATION NO. 21-12

HONORING EAGLE SCOUT  
JOSHUA RICH  
FOR RECEIVING ALL 137 MERIT BADGES

WHEREAS, Joshua Rich, a member of Boy Scout Troup 218, earned the highest rank of Eagle Scout on January 29, 2020; and

WHEREAS, the Eagle Scout rank has been awarded for over 100 years, with only 5 percent of Boy Scouts earning this prestigious accomplishment; and

WHEREAS, to earn rank of Eagle Scout, Joshua Rich was required to earn 21 merit badges, serve six months in a position of responsibility, develop a service project, participate in a Scoutmaster conference and be approved by the Eagle Scout review board; and

WHEREAS, the City of Oak Creek commends Joshua Rich on his Eagle Scout project, working with the Salvation Army to renovate their monument sign and putting in a new LED display; and

WHEREAS, on March 3, 2020, Joshua Rich was presented with a Council Proclamation congratulating him on his Eagle Scout rank achievement; and

WHEREAS, of the 21 merit badges required to earn Eagle Scout, 13 are specific merit badges required by the program and the other 8 are electives; and

WHEREAS, in addition to the 21 merit badges required to earn Eagle Scout rank, Joshua Rich has accomplished a rare feat unmatched by millions of other scouts, having earned all 137 merit badges; and

WHEREAS, of the 137 merit badges offered, Josh Rich found the Small Boat Sailing merit badge the most enjoyable and also a hobby he's considering for his future;

WHEREAS, since the founding of the Boy Scouts of America in 1912, Joshua Rich is one of fewer than 500 scouts to achieve this momentous feat; and

WHEREAS, Joshua's goal to acquire all 137 merit badges took him 5 years, 11 months and 21 days to accomplish, with the last merit badge earned this past summer being the Bugling Merit Badge. To acquire this badge, Josh was to provide a brief history of the bugle, explain and demonstrate the sounds it makes, compose a bugle call, learn and play ten bugle calls and serve as a bugler in his troop for a minimum of three months; and

WHEREAS, in pursuit of this achievement, Joshua Rich had several unforgettable and unique experiences such as backpacking in the mountains of New Mexico, scuba diving in the Bahamas, mountain biking and white-water rafting in West Virginia, and working with an archaeologist at Koshkonong Creek Village Site in Jefferson County, Wisconsin; and

WHEREAS, on September 29, 2021, Joshua Rich will be recognized by the Court of Honor for this remarkable achievement; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby congratulate Eagle Scout Joshua Rich for having earned all 137 merit badges offered by the Boy Scouts of America.

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

Dated this 21<sup>st</sup> day of September, 2021.

Presented and adopted this 21<sup>st</sup> day of September, 2021.

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Common Council President

**COUNCIL PROCLAMATION 21-13**

**CONGRATULATIONS TO  
THE OAK CREEK LIONS CLUB  
2020 OAK CREEK CITIZEN OF THE YEAR**

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

WHEREAS, the Oak Creek Citizen of the Year Committee has selected the Oak Creek Lions Club as its 2020 Citizen of the Year, for which they will be duly honored at a recognition dinner on Friday, September 24, 2021; and

WHEREAS, the Oak Creek Lions Club was formed in 1958 by two men, Lion Lenny Weiss and Lion Earl Nowak and soon after were quickly joined by thirty-six others to make the Club a leader in volunteer service; and

WHEREAS, in the early days, the Club raised funds by holding cash drawings and, as members increased, they continued to search for new ways to raise funds to give back and help the community; and

WHEREAS, the Oak Creek Lions Club started their "Lions Festival" in the early 1960s, which was held in the Miller Park area. The first festival featured a portable grill, a few barrels of beer, pony rides and a raffle to guess the weight of a pig named Lombardi; and

WHEREAS, over the years, the festival outgrew Miller Park and moved to an area on South 27<sup>th</sup> Street before outgrowing that, too. LionsFest finally settled at the American Legion grounds of Post 434 on South Shepard Avenue, where it continues to be the Club's largest fundraiser, held yearly over Labor Day weekend; and

WHEREAS, now 100 members strong, the Oak Creek Lions Club is involved in countless community services as well as holding many other events each year to raise funds with 100% of the proceeds given away to various organizations; and

WHEREAS, since 1958, the Oak Creek Lions Club has donated over two million dollars to support those in need, including support for the Oak Creek Fire Department for their children's Fire Prevention Program, Oak Creek High School scholarships, the Juvenile Diabetes Research Foundation, Oak Creek Little League and Youth Baseball Programs, the Salvation Army Holiday Food Basket Program and Hunger Task Force Food Pantries; and various State Lions programs supporting vision and hearing programs; and

WHEREAS, the number of people, families and organizations that donations and hours of community service made by the Oak Creek Lions Club has helped is immeasurable and they are truly deserving of this recognition; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby congratulate the Oak Creek Lions Club on being selected the 2020 Oak Creek Citizen of the Year.

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

Passed and adopted this 21<sup>st</sup> day of September, 2021.

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

ATTEST:

\_\_\_\_\_  
Mayor, City of Oak Creek

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

Vote: Ayes \_\_\_\_\_ Noes \_\_\_\_\_



## COMMON COUNCIL REPORT

Item: Real Estate Purchase Agreement with F Street OCLV, LLC (Lakeshore Commons Project)

Recommendation: That the Council adopts Resolution No. 12266-092121, a Resolution Authorizing Closing on the Sale of the Property at 4200 East Lake Vista Boulevard and 4001 East Lake Vista Parkway to F Street OCLV, LLC pursuant to the Real Estate Purchase Agreement

Fiscal Impact: Per the Finance Development Agreement with F Street OCLV, LLC

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 December 1, 2020, the Common Council approved the Real Estate Purchase Agreement (the "Agreement") with F Street OCLV, LLC ("F Street") for the sale of City-owned property at 4200 East Lake Vista Boulevard and 4001 East Lake Vista Parkway. By Resolution No. 12247-060121 the Common Council approved the First Amendment to Real Purchase Agreement and Tax Incremental District No. 13 Finance Development Agreement with F Street.

The parties are working toward closing so that F Street can commence infrastructure construction this fall. Proposed Resolution No. 12266-092121 authorizes the Mayor and City Clerk to execute any documents necessary for closing in behalf of the City and directs the City Attorney to consummate this transaction pursuant to the Agreement, First Amendment and Finance Development Agreement.

**Options/Alternatives:** It is anticipated the Common Council will approve this resolution, as it is consistent with the terms of the Real Estate Purchase Agreement, First Amendment and Finance Development Agreement, bringing the developer into title to the property so it can proceed with the next steps toward commencing construction of the Lakeshore Commons project.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Melissa L. Karls  
City Attorney

Fiscal Review:

Maxwell Gaggin, MPA  
Assistant City Administrator/Comptroller

Attachments: Proposed Resolution No. 12266-092121

RESOLUTION NO. 12266-092121

RESOLUTION AUTHORIZING CLOSING ON THE SALE OF THE PROPERTY AT  
4200 EAST LAKE VISTA BOULEVARD AND 4001 EAST LAKE VISTA  
PARKWAY TO F STREET OCLV, LLC PURSUANT TO THE REAL ESTATE  
PURCHASE AGREEMENT  
(Lakeshore Commons)  
(4<sup>th</sup> Aldermanic District)

WHEREAS on December 1, 2020 the Mayor and Common Council of the City of Oak Creek (the "City") approved the Real Estate Purchase Agreement (the "Agreement") with F Street OCLV, LLC ( "F Street") to sell the property at 4200 East Lake Vista Boulevard and 4001 East Lake Vista Parkway (the "Property"); and

WHEREAS by Resolution No. 12247-060121, the Mayor and Common Council approved the First Amendment to Real Estate Purchase Agreement ("First Amendment") and Tax Incremental District No. 13 Finance Development Agreement ("Finance Development Agreement"); and

WHEREAS the City and F Street are preparing to close on the sale of the Property;

NOW THEREFORE BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute any documents necessary for closing in behalf of the City of Oak Creek, and the City Attorney is hereby directed to consummate this transaction according to the terms of the Agreement, First Amendment and Finance Development Agreement.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21st day of September, 2021.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

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

## COMMON COUNCIL REPORT

**Item:** Lakeshore Commons Public Infrastructure Development Agreement

**Recommendation:** That the Common Council adopts Resolution No. 12267-092121, approving the Infrastructure Development Agreement between the City of Oak Creek and F-Street OCLV, LLC for the proposed Lakeshore Commons residential development at S. 5<sup>th</sup> Avenue and Lake Vista Parkway. (Tax Key Nos. 868-9996-002, 868-9994-002 and 868-9993-001) (Project No. 21068) (4<sup>th</sup> District).

**Fiscal Impact:** Developer will be responsible for its established share of the costs related to the work covered under this Development Agreement.

**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

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**Background:** F-Street OCLV, LLC has plans to develop lands at 4001 E. Lake Vista Parkway, 4200 E. Lake Vista Boulevard and 9300 S. 5<sup>th</sup> Avenue. This Development Agreement establishes F-Street's responsibilities and obligations for the installation of the public infrastructure and storm water management required for a functional site development. The public infrastructure includes sanitary and storm sewer, water main, streets and sidewalks, and street lighting. The agreement outlines that the design and construction of these facilities will be in accordance with all applicable City and State codes, and that they will be inspected by the City during construction and funded by the project.

**Options/Alternatives:** If the Development Agreement is not approved the public improvements would not be permitted to be installed and the site would remain in its current undeveloped state.

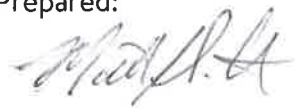
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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Matthew J. Sullivan, PE  
Assistant City Engineer

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator/Comptroller

Approved:



Michael C. Simmons, PE  
City Engineer

Approved:



Brian L. Johnston, PE  
Utility Engineer

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**Attachments:**

Lakeshore Commons Infrastructure Development Agreement  
Resolution 12267-092121



RESOLUTION NO. 12267-092121

RESOLUTION APPROVING THE INFRASTRUCTURE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OAK CREEK AND F STREET OCLV, LLC (Lakeshore Commons)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek (the "City") that the Infrastructure Development Agreement between the City and F Street OCLV, LLC (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign and the City Clerk is authorized to attest in executing the Agreement.

BE IT FURTHER RESOLVED that modifications to the Agreement as may be necessary while maintaining the general intent thereof and that are approved by the City Administrator and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 21st day of September, 2021.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

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

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

# DRAFT

## INFRASTRUCTURE DEVELOPMENT AGREEMENT (Lakeshore Commons – Phase 1)

Document Number

Document Title

THIS INFRASTRUCTURE DEVELOPMENT AGREEMENT (this "Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between F STREET OCLV, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Developer"), and the CITY OF OAK CREEK (hereinafter referred to as the "City");

WITNESSETH:

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

See Exhibit A attached hereto

and identified by the Tax Key Numbers shown on Exhibit A; and

WHEREAS, the Property is located in Tax Incremental District No. 13 of the City of Oak Creek (the "District"), and in connection therewith the Developer and the City have entered into that certain Tax Incremental District No. 13 Finance Development Agreement (Lakeshore Commons -- F Street) made as of June 29<sup>th</sup>, 2021 (the "TIF Agreement"); and

WHEREAS, the Developer has submitted and the City has approved a certified survey map encompassing the hereinabove described Property in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City in connection with a multi-family residential and mixed use development; and

WHEREAS, the proposed preliminary site development was conditionally approved by the Plan Commission of the City as required by law, subject, however, to the Developer entering into an Infrastructure Development Agreement with the City relative to certain undertakings and/or actions to be performed by the Developer prior to approval by the City; and

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

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

Recording Area

Name and Return Address

Michael C. Simmons, P.E.  
City of Oak Creek  
8040 South 6<sup>th</sup> Street  
Oak Creek, Wisconsin 53154

See Exhibit A attached hereto

Parcel Identification Number (PIN)

WHEREAS, the City believes that the orderly, planned development of the Property will best promote the health, safety and general welfare of the community, and hence is willing to approve the proposed development provided that the Developer agrees to undertake and assume certain obligations and conditions and/or perform as described herein and in the TIF Agreement; and

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

1. Property Benefit. The Property is partially served by existing sanitary sewer and water main in only the far northwest portion and requires the installation of significant additional sewer and water main to serve it fully.
2. Special Assessments and Waiver. There are no outstanding special assessment payments required for this Agreement. The City may, in the future, levy special assessments consistent with the TIF Agreement. The Developer shall sign the Waiver of Special Assessment Notice and Hearing attached as Exhibit B.
3. Impact Fees. Impact fees (including a Bike Path fee) shall apply to the redevelopment of the Property. The impact fees have been established for the City of Oak Creek and are shown in the table here:

Impact Fee Schedule

Fee Type	Single Family Home*	Multi-Family Developments (per unit)			Non-Residential Development		
		3+ Bedroom Unit	2 Bedroom Unit	1 Bedroom Unit	Commercial (per S.F.)	Industrial (per S.F.)	Institutional (per S.F.)
Library Facilities	\$705	\$705	\$529	\$352	N/A	N/A	N/A
Parks & Rec Facilities	\$2,105	\$2,105	\$1,579	\$1,052	N/A	N/A	N/A
Fire Facilities	\$338	\$338	\$254	\$169	\$0.18	\$0.13	\$0.18
Police Facilities	\$798	\$798	\$599	\$399	\$0.45	\$0.30	\$0.45
Bike Path	\$50	\$50	\$50	\$50	N/A	N/A	N/A
<b>Total Impact Fees</b>	<b>\$3,996</b>	<b>\$3,996</b>	<b>\$3,011</b>	<b>\$2,022</b>	<b>\$0.63</b>	<b>\$0.43</b>	<b>\$0.63</b>

\*The fee for single-family homes shall also be applied to each unit in a 2-family structure/duplex and for each mobile home.

The Developer agrees to pay the appropriate impact fees (including the Bike Path fee), per dwelling unit or square foot, created by the redevelopment of the Property (or portion thereof), at the time the applicable building permit is issued.

4. Time Period to Install Improvements. The Developer (subject to the financing provisions of the TIF Agreement), shall complete the public improvements as described in Exhibit C (the "Public Improvements").
  - A. The Developer shall, subject to the financing provisions of the TIF Agreement and upon certification by the City Engineer that the Public Improvements have been completed in substantial accordance with the approved plans and specifications therefor (the "Plans"), unconditionally grant and fully dedicate all Dedicated Public Improvements (as such term is hereinafter defined) to the City. Dedication of the Dedicated Public Improvements shall occur within thirty (30) days after installation of the last course of asphalt on the road(s) included as part of the Public Improvements; provided, however, that upon reasonable mutual determination by the City and the Developer the Public Improvements may be dedicated in phases. For purposes hereof, the term "Dedicated Public Improvements" shall mean those Public Improvements consisting of the following: Public streets, street lighting, sidewalks, street trees, traffic and street name signs, traffic pavement markings, storm sewers and storm water detention ponds, and sanitary sewers and water mains which are located within public rights-of-way or within public utility easements and as depicted on the attached Exhibit D.
  - B. In the event the Developer does not substantially complete the installation of the Public Improvements (excluding only the last course of asphalt and landscaping) on or before the dates set forth in the TIF Agreement, the City shall, upon written notice to the Developer, have the authority to exercise remedies available under the TIF Agreement, including taking title of the Public Improvements. In addition, if (i) the Developer is materially delayed, hindered or prevented from the performance of any act required to be performed by the Developer by reason of Acts of God, casualty, natural disaster or other matter which is beyond the reasonable control of the Developer, or (ii) subject to the City's rights set forth in the TIF Agreement, the City fails to act reasonably expeditiously and in good faith in processing and issuing the required approvals and permits in connections with the development, utilization and operation of the Property, then the time for performance of such act by the Developer shall be extended for a reasonable period of time which is reasonably acceptable to both parties, provided however, the Developer (I) first gives prompt notice to the City and (II) takes all reasonable actions to overcome and cure the condition affecting its performance as expeditiously as possible. Nothing herein shall require the City to issue a certificate of occupancy unless the conditions provided in Paragraph 6 herein are complied with.

- C. In accordance with Sections 3.200 through 3.222 of the Oak Creek Municipal Code and under Sections 66.0703 and 66.0701 of the Wisconsin Statutes and other statutory provisions, but subject to the terms of the TIF Agreement, the City may exercise its power to levy special assessments for the Public Improvements that shall benefit the Property as set forth in the TIF Agreement and in subparagraph A; provided, however, that the City shall not levy any special assessments in connection with or arising out of the Public Improvements or the development of the Property if the Developer complies with the obligations under the TIF Agreement and hereunder to complete the installation of the Public Improvements at its cost.
5. Items Prior to Construction - Prior to the commencement of construction of the Public Improvements, the Developer and the City Engineer shall ensure that the following requirements are met:
- A. Approval of all plans required in Exhibit C, which approval shall not be unreasonably withheld.
- B. The Developer has issued a notice to proceed to its contractor(s).
- C. The Developer and the City have arranged and conducted a preconstruction conference.
- D. All pertinent approvals have been attained from the Milwaukee Metropolitan Sewerage District, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Transportation or other required jurisdictional agencies. The review and approval of sanitary sewer plans by the City (and its Utility) and MMSD occur independently. Approvals are based in part on each system's ability to safely and adequately convey the proposed additional sanitary sewer waste flows.
- E. Arrangements have been made for the City to inspect the proposed construction.
6. Certificate of Occupancy. Upon final certification by the City Engineer that the Public Improvements are constructed, inspected and found to be in substantial compliance with the Plans, and the costs of the Public Improvements have been fully paid consistent with the TIF Agreement, or in the event of a good faith dispute in connection therewith sufficient funds to fully make such payments have been reserved, Certificates of Occupancy shall be issued for any improvements on the Property; provided, however, that if the Public Improvements are not so completed because the last course of asphalt has not been installed or landscaping has not been completed due to winter weather restrictions, then the Certificate of Occupancy shall be issued notwithstanding such uncompleted items if the improvements to which the Certificate of Occupancy applies otherwise comply with the requirements for the issuance of such certificates; and further provided that as the Public Improvements are being constructed and dedicated in phases (as set forth in

the TIF Agreement), then the City may issue its Certificate(s) of Occupancy in phases to correspond to the portion of the Public Improvements that have been completed and dedicated.

7. Intentionally omitted.
8. Reimbursement of Costs. Except as set forth in this Agreement, and subject to the terms and conditions of the TIF Agreement, all outstanding reasonable and customary fees, expenses, costs, and disbursements which were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the Public Improvements covered by this Agreement shall be funded as set forth in the TIF Agreement. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, and consultants who performed work or supplied materials for the Public Improvements within a reasonable time after completion thereof and in any event prior to the issuance of a Certificate of Occupancy (subject to the Developer's right to contest any lien claims).
9. Workmanship Guarantee. The Developer shall guarantee the Public Improvements against defects due to faulty materials or workmanship for a period of two (2) years from the date of substantial completion thereof; provided, however, that the guarantee period for any road(s) constructed as part of the Public Improvements ("Road" or "Roads") shall commence upon the installation of the last course of asphalt for such Road(s) ("Developer Guaranty"). The Developer's obligations hereunder shall terminate upon the expiration of said two-year period, except as to those defects with respect to which the Developer receives a specific written notice thereof prior to the expiration of the applicable guarantee period and which defects have not been corrected. The maintenance obligations regarding the Road(s) shall begin upon completion of the asphalt binder course installation. Responsibility for the Road(s) will be assigned as follows:
  - A. Pavement maintenance, including any repairs and street sweeping, shall be the Developer's responsibility until the earlier of (i) dedication of the Road(s), or (ii) thirty (30) days after substantial completion of the Road(s) (including, for this purpose, the paving of the last course of asphalt). Thereafter, maintenance (including repairs and street sweeping) shall be the City's responsibility. Snow plowing will be the City's responsibility after installation and approval of binder course asphalt paving of the Road(s).
  - B. If street repairs and/or street sweeping are required of the Developer hereunder but are not satisfactorily performed, the City shall perform such with its own forces or contractor and charge the Developer the reasonable costs for actual manpower, equipment and materials, plus ten percent (10%) of such costs for administration and overhead.

10. Indemnification; Hold Harmless
  - A. The Developer shall indemnify and save harmless the City, its officers, agents and employees, from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, reasonable attorney's fees, and the like to whomsoever is owed, which result from the negligent construction or negligent maintenance of the Public Improvements by the Developer pursuant to the terms of this Agreement; the violation of any applicable law or ordinance by the Developer with respect to the Public Improvements; or the infringement of any patent, trademark, tradename or copyright by the Developer with respect to the Public Improvements. This indemnity does not apply to any claims arising out of the City's willful misconduct, negligence or willful acts of bad faith or a breach by the City of its obligations hereunder or under the TIF Agreement.
  
11. Financial Guarantee
  - A. Letters of Credit/Bonds. No letter of credit or bond is required for this Agreement.
  - B. Collateral. No cash collateral deposit is required for this Agreement; provided, however, the City and Developer shall be required to deposit funds for the cost of the construction of the Public Improvements, as may be required under the City Escrow Agreement, as such term is defined in the TIF Agreement.
  
12. Inspection. The City, or its agents, shall provide on-site inspection during the actual installation of all Dedicated Public Improvements enumerated in Exhibit C, (subject to the terms and conditions of the TIF Agreement).
  
13. Deed Restrictions. No Deed Restrictions are required for this Agreement.
  
14. Easements. The Developer and the City shall cooperate in good faith with respect to any required easements necessary for the installation and maintenance of the Public Improvements required by this Agreement. Such easements shall be in a manner and on forms reasonably acceptable to the City and the Developer.
  
15. Changes to Plans and Specifications. The Developer and the City Engineer shall cooperate in good faith to make reasonable changes to the approved Plans for any of the Public Improvements covered under this Agreement which are necessary to correct oversights, omissions, and errors; to compensate for changing site conditions; or to complete fully the work in accordance with sound engineering practice. The inspector for the City shall be authorized to consent on the City's behalf to such reasonable changes, subject to the approval of the City Engineer or designee.

16. Miscellaneous

- A. All construction required by this Agreement shall be carried out and performed in a sequence reasonably agreed upon by the City Engineer and the Developer.
- B. Developer shall properly locate and install all survey or other monuments required by State statutes or City ordinances.
- C. Recording of this Agreement shall be accepted by the City as adequate provision for improvements specified in Chapter 14 of the Municipal Code.
- D. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- E. This Agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
- F. Some or all of the obligations of the Developer shall terminate upon passage of a resolution by the Common Council of the City of Oak Creek releasing the Developer from the terms of this Agreement. The City agrees to promptly issue resolutions, completion certificates and releases upon both substantial completion of the Public Improvements and termination of any guaranties pertaining to the Developer, and shall provide copies thereof to the Developer. The City shall also timely accept the dedication of the Public Improvements. All of the Developer's obligations under this Agreement shall fully terminate at such time as all of the Public Improvements have been substantially completed and dedicated to the City. At such time the Developer and the City shall execute a termination of this Agreement, which will be recorded by the Developer with the Register of Deeds of Milwaukee County.
- G. The Developer shall provide all final construction Plans in the City's most current version of AutoCAD and a scalable .PDF format full plan set.
- H. The Developer agrees to allow the City to grant utility companies construction permits within proposed City rights-of-way prior to dedication of said rights-of-way. The Developer, the City and the utility companies shall cooperate with each other with respect to the installation of utilities within such rights-of-way.
- I. Upon approval of this Agreement, the City shall issue building permits for any building included in the development as described in the TIF Agreement, provided the Developer pays for such permits from the City and complies with all necessary prerequisites to issuance of the permits. The City shall cooperate with the Developer and shall undertake all reviews and inspections as promptly as reasonably possible and provide the





With a copy to:

Husch Blackwell LLP  
Attn: Derek Taylor  
511 N. Broadway, Suite 1100  
Milwaukee, WI 53202  
Telephone: (414) 975-5748  
Facsimile: (414) 223-5000  
Email: derek.taylor@huschblackwell.com

and shall be deemed given upon personal delivery, the third business day after certification or registration, the first business day after deposit with the overnight delivery service and upon acknowledgement of receipt by email (provided notice is promptly sent by one of the other methods).

[Signatures on Following Pages.]

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

DEVELOPER:

F STREET OCLV, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN    )  
                                  ) SS.  
MILWAUKEE COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named \_\_\_\_\_, as \_\_\_\_\_ of F Street OCLV, LLC, to me known to be the person who executed the foregoing instrument on behalf of said entity.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_



## EXHIBIT A

### DESCRIPTION OF THE PROPERTY

That part of Government Lots 3 and 4, and the West 1/2 of the Fractional Southwest 1/4, of Section 24, Township 05 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin, described as follows:

Commencing at the West 1/4 corner of said Section 24; thence South 00°52'00" West, along the west line of said fractional Southwest 1/4, of Section 24, 601.27 feet; thence North 89°44'00" East, 60.01 feet to the east right-of-way line of South 5th Avenue and the Point of Beginning; thence continuing North 89°44'00" East, 173.78 feet; thence South 70°45'02" East, 239.78 feet to a point of curvature; thence southeasterly along the arc of a curve to the left, 88.34 feet, said curve having a radius of 262.50 feet and a chord bearing South 80°23'31" East, 87.93 feet; thence North 89°58'00" East, 423.43 feet; thence South 00°02'00" East, 2.50 feet; thence North 89°58'00" East, 33.77 feet; thence South 00°00'58" West, 303.24 feet; thence North 51°32'08" East, 39.83 feet; thence North 89°42'28" East, 54.27 feet; thence South 34°27'31" East, 80.86 feet to a point of curvature; thence southeasterly along the arc of a curve to the right, 57.06 feet, said curve having a radius of 85.00 feet and a chord bearing South 15°13'42" East, 55.99 feet; thence South 04°00'06" West, 54.84 feet to a point of curvature; thence southeasterly along the arc of a curve to the left, 292.82 feet, said curve having a radius of 232.51 feet and a chord bearing South 32°04'35" East, 273.85 feet; thence South 00°00'10" West, 102.81 feet; thence North 89°46'26" East, 190.16 feet; thence South 15°25'25" East, 75.24 feet; thence South 33°06'31" East, 40.42 feet; thence South 37°18'04" East, 27.02 feet; thence South 47°17'16" East, 18.13 feet; thence South 57°07'46" East, 130.28 feet; thence South 07°07'40" West, 25.09 feet; thence South 13°19'18" East, 85.24 feet; thence South 04°53'47" East, 83.89 feet; thence South 24°46'41" West, 150.13 feet; thence South 44°39'15" West, 281.61 feet; thence South 63°26'16" West, 54.37 feet; thence North 79°17'03" West, 34.56 feet; thence North 47°51'32" West, 84.05 feet; thence North 59°02'00" West, 87.71 feet; thence North 86°10'59" West, 86.41 feet; thence South 55°32'39" West, 158.54 feet; thence South 30°34'55" West, 98.75 feet; thence South 05°36'08" West, 98.14 feet; thence South 41°10'59" East, 229.72 feet; thence South 71°33'44" East, 41.54 feet to a point of curvature; thence northeasterly along the arc of curve to the left, 43.12 feet, said curve having a radius of 99.00 feet and a chord bearing North 70°33'47" East, 42.78 feet; thence North 58°05'03" East, 23.59 feet to a point of curvature; thence northeasterly along the arc of a curve to the left, 78.45 feet, said curve having a radius of 99.00 feet and a chord bearing North 35°23'03" East, 76.41 feet; thence North 12°41'03" East, 65.33 feet to a point of curvature; thence northeasterly along the arc of a curve to the right, 31.97 feet, said curve having a radius of 113.00 feet and a chord bearing North 20°47'18" East, 31.86 feet; thence North 28°53'33" East, 3.14 feet to a point of curvature; thence northeasterly along the arc of a curve to the right, 96.63 feet, said curve having a radius of 125.00 feet and a chord bearing North 51°02'22" East, 94.25 feet; thence North 73°11'10" East, 82.38 feet to a point of curvature; thence northeasterly along the arc of a curve to the left, 34.72 feet, said curve having a radius of 49.00 feet and a chord bearing North 52°53'21" East, 34.00 feet to a point of reverse curvature; thence northeasterly along the arc of a curve to the right, 216.32 feet, said curve having a radius of 501.00 feet and a chord bearing North 44°57'43" East, 214.64 feet; thence North 57°19'53" East, 38.90 feet; thence North 56°14'47" East, 69.80 feet to a point of curvature; thence

northeasterly along the arc of a curve to the left, 145.50 feet, said curve having a radius of 149.00 feet and a chord bearing North 28°16'17" East, 139.79 feet; thence North 00°17'46" East, 66.20 feet to a point of curvature; thence northwesterly along the arc of a curve to the left, 21.30 feet, said curve having a radius of 99.00 feet and a chord bearing North 05°52'07" West, 21.26 feet; thence North 12°02'01" West, 19.65 feet to a point of curvature; thence northwesterly along the arc of a curve to the right, 93.98 feet, said curve having a radius of 501.00 feet and a chord bearing North 06°39'35" West, 93.84 feet; thence North 01°17'09" West, 14.52 feet to a point of curvature; thence northeasterly along the arc of a curve to the right, 70.03 feet, said curve having a radius of 101.00 feet and a chord bearing North 18°34'36" East, 68.63 feet; thence North 38°26'21" East, 24.25 feet to a point of curvature; thence northeasterly along the arc of a curve to the right, 45.02 feet, said curve having a radius of 76.00 feet and a chord bearing North 55°24'40" East, 44.37 feet; thence North 72°22'58" East, 72.65 feet; thence South 17°37'25" East, 395.46 feet to a point of curvature; thence southwesterly along the arc of a curve to the right, 827.86 feet, said curve having a radius of 470.00 feet and a chord bearing South 32°50'12" West, 724.91 feet to the north right-of-way line of E. Lake Vista Boulevard; thence South 89°46'26" West, along said north line, 1,524.60 feet to said east right-of-way line of South 5th Avenue; thence North 47°24'59" West, along said east line, 11.86 feet; thence North 14°34'27" West, continuing along said east line, 69.35 feet; thence North 09°54'46" West, continuing along said east line, 53.16 feet; thence North 00°52'00" East, continuing along said east line, 1,886.36 feet to the Point of Beginning.

Containing 2,754,685 square feet / 63.239 acres of land, more or less.

EXHIBIT B

WAIVER OF SPECIAL ASSESSMENT  
NOTICES AND HEARINGS

City of Oak Creek  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154

We, the undersigned being owners of the Property described below that shall benefit by the proposed public improvements for Lakeshore Commons as outlined in Exhibit C herein.

all made in the City of Oak Creek, Milwaukee County, Wisconsin, in consideration of the construction of said improvements by the City of Oak Creek, Wisconsin, hereby admit that such public improvements will benefit our property and consent to the levying of special assessments against our premises under Section 66.0703 of the Wisconsin Statutes and Sections 3.200 through 3.222 of the Municipal Code of the City of Oak Creek for the cost of such improvement.

In accordance with Section 3.204 of the Municipal Code of the City of Oak Creek, we hereby waive all special assessment notices and hearings required by Section 66.0703 of the Wisconsin Statutes and Section 3.203 of the Municipal Code of the City of Oak Creek, and we further agree and admit that the benefit to our properties from the construction of such improvement.

Description of Property: As set forth in Exhibit A to this Agreement.

Notwithstanding the foregoing, this waiver is granted subject to and shall be administered consistent with into that certain Tax Incremental District No. 13 Finance Development Agreement (Lakeshore Commons – F Street) entered into by the undersigned and the City of Oak Creek as of June 29<sup>th</sup>, 2021.

F STREET OCLV, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**  
**CITY OF OAK CREEK**  
**CITY ENGINEER'S REPORT**  
**LAKESHORE COMMONS**

**I. INTRODUCTION**

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

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

**II. DEVELOPMENT GRADING AND DRAINAGE**

A. Required Improvements

Design, install, and provide grading of land as necessary to establish the future lot pads for future buildings, provide adequate drainage to manage storm water across the site and safely discharge downstream to avoid property damage.

B. Plans and Specifications

1. A grading and drainage plan shall be prepared showing 1' contours for both existing and proposed condition, and proposed finished yard grades.
2. System plan showing all tributary areas to the proposed development drainage and downstream analysis. Included on the system plan shall be all proposed and existing drainage structures.
3. Site grading plan showing only minimum setback, offset dimensions, and proposed grades for development
4. Storm water management plan that meets current City storm water management ordinance requirements along with the MMSD Chapter 13 storm water requirements.
5. As-built grading plan certifying that all grading was performed in accordance with the approved grading and drainage plan. The certification shall be required on lot corners and side yard breaks, main ditches, and storm water management ponds. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer. The grade tolerances for approval are as follows:



- a.  $\pm 0.1'$  grade tolerance of the approved proposed grade with topsoil or sod in place.
  - b.  $0.0'$  to  $-0.3'$  grade tolerance of the approved proposed grade without topsoil in place.
- C. Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas, lot pads, and drainage swales. All lot pads may be graded 1' below finished proposed yard grade to accommodate building spoils.
- D. The Developer, at its expense, shall provide detailed soil analysis and compaction results by a qualified soils engineer for all areas requiring fill for development. The results shall be submitted to the City Engineer as soon as they are available.
- E. The Developer is responsible for restoring all damage to finished grades and vegetative cover caused by, but not restored by, the utility companies' installation operations.
- F. If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace with approved engineered fill.
- G. After site grading is completed for site development, the Developer shall place 3" of topsoil, seed, fertilize, and mulch for erosion protection on all exposed soil. Erosion mat to be used where steeper and longer slopes require in accordance with technical standards.

### III. STORM DRAINAGE SYSTEM

#### A. Required Improvements

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

#### B. Plans and Specifications

- 1. Storm sewer plans showing plan and profile views.
- 2. Storm sewer calculations.
- 3. Storm sewer system plan update.
- 4. Public storm sewer easements where necessary across private property.

- C. Additional considerations will be required on all ditch slopes exceeding five (5) percent. All areas within drainage easements shall have a minimum one (1) percent slope. Ditch slopes less than one (1) percent shall require storm sewer instead.

- D. Mainline storm sewer must be designed and installed in a manner sufficient to provide a sump pump and gravity downspout connection to every proposed building. All sump pump lines and downspouts shall discharge into a storm sewer or to other outlets approved by the City Engineer.
- E. Installation of one storm sewer lateral from the storm sewer main to property line, for each proposed building.

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

- A. Installation and construction of Best Management Practices (Erosion Control plan) in the proposed development of the site that conforms with the most current edition of the Department of Natural Resources Technical Standards. Obtain an Erosion Control permit from the City. Install all erosion control devices (i.e. silt fence, bales, checks sedimentation ponds, etc.). Regularly maintain and document inspections. Establish vegetative cover on all temporarily exposed soil by topsoiling, seeding, and mulching to prevent erosion. Erosion mat to be used where steeper and longer slopes require in accordance with technical standards.
- B. Control plan for land-disturbing activities for development showing existing contours at least 200' into adjacent parcels. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.
- C. The Developer shall not commence land-disturbing activities for the site until all erosion control measures are installed and approved by the City. An erosion control permit must be obtained, which requires the Developer to construct and maintain such measures in conformance with the City's erosion control ordinance.
- D. Both during and after construction, the surface of exposed bare soils shall be protected by mulches and perennial grasses. This does not apply to the immediate building site area that is subject to men and equipment working in and around the perimeter of a new structure.

#### V. SANITARY SEWER

##### A. Required Improvements

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

##### B. Plans and Specifications

- I. Sanitary sewer plans, specifications, design calculations, and all required casements.

2. The City is to furnish "as-built" plans of the entire system on mylar, including location and elevation of laterals to mains to meet MMSD requirements. All other "as-built" requirements are the responsibility of the Developer.
  3. Sanitary sewer system plan update.
  4. All reports required by the Milwaukee Metropolitan Sewerage District, the State of Wisconsin, and Southeastern Wisconsin Regional Planning Commission.
  5. Separate sanitary sewer easements, where appropriate, shown on the final plat.
- C. Installation of one sanitary sewer lateral from the sanitary sewer main to the property line, for each proposed building.

## VI. WATER MAIN

### A. Required Improvements

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

### B. Plans and Specifications

1. Water main plans, specifications, design calculations, and all required easements.
  2. The City will create "as-built" plans of the entire system on mylar, including hydrant and valve locations, and the location and elevation of laterals to the lot lines, all for the use of the City of Oak Creek Water and Sewer Utility. All other "as-built" requirements are the responsibility of the Developer.
  3. Separate water main easements for each parcel, where appropriate, recorded on the final plat.
- C. Upon completion, furnish and provide to the City a complete summary of the actual construction costs for water distribution, itemized in sufficient detail to satisfy the requirements of the Public Service Commission of the State of Wisconsin in establishing or revising a rate base.

- D. Installation of one water lateral from the water main to the property line, for each proposed building.
- E. Provide hydrant marker flags for each installed fire hydrant.

## VII. STREETS

### A. Required Improvements – Public Streets

Provide a public road system adequate to serve the entire development of the Property. Roads will have concrete curb and gutter, storm inlets and sewer, street lights, concrete sidewalks, street trees, pavement markings and signage in accordance with the current Manual on Uniform Traffic Control Devices (“MUTCD”). The development’s roads shall intersect with existing City streets with adequate turn lanes and tapers. The pavement section shall be comprised of either concrete or asphalt as determined by the pavement design calculations and approval of the City Engineer.

### B. Plans and Specifications

- 1. Street plans, including plan and profile views, typical cross-section and specifications.
  - 2. Pavement design calculations.
  - 3. Installation of all proposed improvements.
- C. If the public roads are to be paved in asphalt, the final surface course shall be paved only after substantial completion of the development’s buildings and prior to final approval of the site development.
  - D. Clean up, repairs, and restoration of all pavement, subgrade, shoulder, and curb and gutter defects shall be performed prior to the placement of the final asphalt surface course.
  - E. If directed by the City Engineer, soil testing shall be conducted within the roadway at sufficient intervals to determine subbase composition. If material is determined unsuitable for a stable subgrade, the material shall be reworked, stabilized and/or removed and replaced with material approved by the City Engineer.

## VIII. MISCELLANEOUS

- A. The Developer is responsible for preserving existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- B. The Developer shall repair all damage to City streets caused by its construction operations.

- C. The Developer shall arrange for installation of approved street signs.
- D. The Developer shall submit a landscape plan for screen plantings, berms, and entrances for the entire right-of-way on the Property and the buildings referred to in the Development Plan. Installation of landscaping shall be in accordance with the approved plan with allowance made for street trees.
- E. The Developer shall acquire all required underground utilities and related utility easements.
- F. The Developer shall show all sanitary, drainage, and other public utility easements on the certified survey map or plat. If required easements are omitted, or errors are detected on the plat, the Developer shall make all necessary modifications to the plat at its expense.
- G. The Developer shall design and install all required sidewalk and/or bikeways.
- H. The Developer shall design and install street lighting concurrently with road construction.

#### **IX. SPECIFICATIONS**

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

- A. City of Oak Creek Engineering Design Manual, most recent edition.
- B. Applicable Specifications and Regulations of the Milwaukee Metropolitan Sewerage District.
- C. Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, December 22, 2003 with latest amendments.
- D. The current Wisconsin Department of Natural Resources Technical Standards.
- E. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 2021 Edition, and supplemental specifications.

#### **X. SPECIAL PROVISIONS**

- A. The development process shall strictly conform to the conditions set forth in this Agreement.
- B. Developer shall design and construct the public infrastructure, site grading and storm water management facilities in strict conformance with the requirements of the VPLE (i.e. the Soils Management Plan ("SMP") and the Barrier Maintenance Plan ("BMP")). Design and construction will be evaluated closely by the City's Qualified Environmental Professional ("QEP").

Approved by:

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Michael C. Simmons, P.E.  
City Engineer

---

Date

**EXHIBIT D**  
**DEDICATED PUBLIC IMPROVEMENTS**

**OWNERSHIP HATCH LEGEND**

-  PUBLIC RIGHT-OF-WAY  
CITY OF OAK CREEK
-  PROPOSED DEVELOPMENT  
CITY OF OAK CREEK
-  PROPOSED DEVELOPMENT  
DEVELOPER



**kapur** INCORPORATED

CALL ENGINEER'S HOTLINE  
1-800-242-9311

**LAKESHORE COMMONS  
OAK CREEK, WI**

CITY OF OAK CREEK - ENGINEERING DEPARTMENT					
DESIGNED BY	DATE	DRAWN BY	DATE	CHECKED BY	DATE
R. BIRSCHBACH	8/26/21	T. CHA	8/26/21	D. JANKE	8/26/21
<b>PROPOSED OWNERSHIP</b>					
				DEVELOPER'S SCALE	CITY SHEET
				PLAN HOR. 1"=40'	2
				PROFILE HOR. 1"=20'	01
				VERT. 1"=4'	180
APPROVED BY COUNCIL, RESOLUTION NO. XXXX-XXXXXX					
FILE NO: XXXXX-X-X-XXX					





# COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 9/21/2021 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$600.00 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:**

1. Grant an Operator’s license to (favorable background reports received):
  - \* Krysten S. Pepinski (Classic Lanes)                      \* Denise M. Lazarski (Aldi)
  - \* Katherine M. Jozefiak (Aldi)
  
2. Grant a 2021-22 Amusement Device Operator license to Amit Vadsaria, Allstate Amusement, 4623 75<sup>th</sup> Ave., Kenosha.

**Options/Alternatives:** None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Christa J. Miller CMC/WCMC  
Deputy City Clerk

Fiscal Review:

Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Attachments: none

## COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the September 15, 2021 Vendor Summary Report in the total of \$965,224.18.

**Fiscal Impact:** Total claims paid of \$965,224.18.

**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

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**Background:** Of note are the following payments:

1. \$71,425.18 to Bestco UA (pg #3) for October retiree insurance.
2. \$31,919.50 to Edgewater Resources, LLC (pg #5) for bluff stability site permit and design.
3. \$16,424.17 to Enterprise FM Trust (pg #6) for DPW vehicle lease monthly payment, Project #19024.
4. \$6,537.70 to Force America (pg #6) for spreader equipment.
5. \$13,965.00 to Graef (pg #6) for Drexel Avenue Streetscape plan, Project #21003.
6. \$73,702.04 to I-Kenosha LLC (pg #7) for TIF 15 payment per developer agreement.
7. \$15,793.23 to Interstate Power Systems (pg #7) for transmission repair.
8. \$13,427.31 to Kansas City Life Insurance Co. (pg #8) for October disability insurance.
9. \$288,006.76 to Masterlock (pg #10) for TIF 10 payment per developer agreement.
10. \$5,150.37 to Milwaukee County Treasurer (pg #10) for August court fines.
11. \$31,424.23 to ModHome, LLC (pg #11) for BD Bond Refund.
12. \$6,028.66 to Motorola Solutions, Inc. (pg #11) for radio equipment.
13. \$115,597.13 to Payne & Dolan, Inc. (pg #12) for annual road improvements and repaving of W Puetz Road, Projects #20019 & 21022.
14. \$47,287.27 to Ramboll (pg #13) for consulting related to lakefront properties, Peter Cooper, and Lakeshore Commons.
15. \$5,000.00 to Reserve Account (pg #13) for postage refill.
16. \$7,648.76 to Securian Financial Group, Inc. (pgs #14-15) for October employee life insurance.

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17. \$48,067.78 to US Bank (pgs #21-28) 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.

18. \$24,486.00 to US Marshals Service (pg #1) for seized money.

19. \$15,836.58 to WE Energies (pgs #1 & 17) for street lighting, electricity & natural gas.

20. \$13,936.47 to WI Court Fines & Surcharges (pg #17) for August court fines.

21. \$5,404.02 to WI Dept. of Transportation (pg #17) for Drexel Avenue design, Project #21017.

22. \$6,066.75 to WI Park & Rec Association (pg #1) for summer ticket sales in recreation department.

**Options/Alternatives:** None

---

Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Kristina Strmsek  
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator/Comptroller

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Attachments: 9/15/2021 Invoice GL Distribution Report