



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

## COMMON COUNCIL MEETING AGENDA

JANUARY 18, 2022

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: 12/21/2021

### 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. **Conditional Use:** Consider a request submitted by Timothy Grayman, All Star Buick GMC, for an amendment to the existing Conditional Use Permit to include the property with a former address of 7070 S. 27<sup>th</sup> St. (2<sup>nd</sup> District).
5. **Ordinance:** Consider Ordinance No. 3027, approving a Conditional Use Permit Amendment to add the land with a former address of 7070 S. 27<sup>th</sup> St. (2<sup>nd</sup> District).

### New Business

#### POLICE

6. **Resolution:** Consider Resolution No. 12296-011822, approving the Major Incident Response Team ("MIRT") Memorandum of Understanding (by Committee of the Whole).

#### COMMUNITY DEVELOPMENT

7. **Resolution:** Consider Resolution No. 12297-011822, approving a Certified Survey Map submitted by EndF3DK, LLC for the properties at 8751 and 8775 S. Howell Ave. (6<sup>th</sup> District).
8. **Motion:** Consider a motion to approve the amended Pavilion and Shelter Rental Policy and Athletic Field Rental Policy as recommended by the Parks and Recreation Commission (by Committee of the Whole).

Visit our website at [www.oakcreekwi.org](http://www.oakcreekwi.org) for the agenda and accompanying common council reports.  
This meeting will be live streamed on the City of Oak Creek YouTube page via <http://ocwi.org/livestream>.

## **ENGINEERING**

9. **Resolution:** Consider Resolution No. 12295-011822, approving The Oaks at 8100 Development Agreement with Decker Properties, Inc., for the design and construction of public improvements for the development located at 8100 and 8146 S. 27<sup>th</sup> Street and 8100 S. Orchard Way (Tax Key Nos. 810-9012-001, 810-9005-000 and 810-9013-001) (Project Nos. 22050 and 22051) (2<sup>nd</sup> District).

## **PUBLIC WORKS & UTILITY**

10. **Resolution:** Consider Resolution No. 12292-011822, approving a Municipal Watermain and Utility Easement at Lakeshore Commons (Tax Key No. 868-9005-000) (4<sup>th</sup> District).
11. **Resolution:** Consider Resolution No. 12293-011822, approving a 10' Municipal Maintenance Easement at Lakeshore Commons (Tax Key No. 868-9005-000) (4<sup>th</sup> District).
12. **Resolution:** Consider Resolution No. 12294-011822, approving a Municipal Utility Easement at Lakeshore Commons (Tax Key Nos. 868-9004-000 and 868-9005-000) (4<sup>th</sup> District).

## **LICENSE COMMITTEE**

13. **Motion:** Consider a motion to grant the various license requests as listed on the 1/18/22 License Committee Report (by Committee of the Whole).

## **VENDOR SUMMARY**

14. **Motion:** Consider a motion to approve the December 29, 2021 Vendor Summary Report in the total amount of \$348,733.15. (Of this total, \$298,182.48 will impact the 2021 fiscal year, with the remaining \$50,194.67 impacting 2022) (by Committee of the Whole).
15. **Motion:** Consider a motion to approve the January 12, 2022 Vendor Summary Report in the total amount of \$799,294.15. (Of this total, \$417,768.32 will impact the 2021 fiscal year, with the remaining \$381,525.83 impacting 2022) (by Committee of the Whole).

## **MISCELLANEOUS**

16. **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)(e) to consider a Tax Incremental District No. 12 Finance Development Agreement with Walden OC, LLC for the properties located at 1880, 1997, and 1998 W. Creekside Crossing Cir.
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

TO BE PUBLISHED DECEMBER 8 & 15, 2021

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING  
BEFORE THE OAK CREEK COMMON COUNCIL

IMPORTANT NOTICE

This meeting will be held both in person and by video conference. Persons wishing to participate in the video conference, including applicants and their representatives, must register via <http://ocwi.org/register> prior to the meeting. The video conference will begin at 6:55 PM to allow participants to log in.

Persons who wish to view the meeting live without participating may visit the City of Oak Creek YouTube page at <http://ocwi.org/livestream>.

Persons requiring other reasonable accommodations may contact the City at 414-766-7000. Requests should be made as far in advance as possible, preferably a minimum of 48 hours.

**PURPOSE:**

The purpose of this public hearing is to consider a request submitted by Timothy Grayman, All Star Buick GMC, for an amendment to the existing Conditional Use Permit to include the property with a former address of 7070 S. 27th St.

**Hearing Date:**

January 18, 2022

**Time:**

7:00 PM

**Place:**

Oak Creek Civic Center (City Hall)  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154  
Common Council Chambers and Zoom (see above)

**Applicant(s):**

Timothy Grayman, All Star Buick GMC

**Property Owner(s):**

BOYLAND PROPERTIES OAK CREEK LLC

**Property Location(s):**

7020 & 7070 S. 27th St.

**Tax Key(s):**

737-9094-000 & 737-9984-001

**Legal Description:**

PROPERTIES TO BE COMBINED BY CERTIFIED SURVEY MAP (TO BE RECORDED).

7020 S. 27<sup>th</sup> St. - CERTIFIED SURVEY MAP NO. 9040 SW 1/4 SEC 6-5-22, LOT 1.

7070 S. 27<sup>th</sup> St. - W 247 FT OF S 237.16 FT OF SW1/4 SEC. 6-5-22 EXC. PARTS DEEDED FOR STS & EXC PTS CONV TO DOT IN DOC NO. 10377443 (.487 ACRES).

The Common Council has scheduled other public hearings for January 18, 2022 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: December 1, 2021  
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:** Conditional Use Permit Amendment - Addition of Land - All Star Buick GMC

**Recommendation:** That the Council adopts Ordinance 3027, an ordinance to approve a Conditional Use Permit Amendment to adding the land with a former address of 7070 S. 27th St. (2<sup>nd</sup> Aldermanic District).

**Fiscal Impact:** Fiscal impacts are anticipated to be minor as the property has been owned by the Applicant since 2019. This property is not currently located within a TID.

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
  - Thoughtful Development and Prosperous Economy
  - Safe, Welcoming, and Engaged Community
  - Inspired, Aligned, and Proactive City Leadership
  - Financial Stability
  - Quality Infrastructure, Amenities, and Services
  - Not Applicable

**Background:** The Applicant is requesting approval to amend the existing Conditional Use Permit (CUP) for the All Star Buick GMC property at 7020 S. 27th St. Ordinance 2900, which established the existing CUP, was approved by the Common Council in April of 2018. At the time the CUP was proposed, it did not include the corner (formerly 7070 S. 27th St.), which was owned by WisDOT. Within the Conditions and Restrictions for the CUP was a requirement for the Applicant/heirs/successors/assigns to establish an escrow for purchase of the corner property if and when it became available.

As was mentioned in the staff report for August 24, 2021 Plan Commission review of the vehicle display area, Boyland Properties acquired the corner property at 7070 S. 27th St. from WisDOT by Quit Claim Deed in November of 2019. A CSM (Minor Land Division) showing the consolidation of the lots was approved by the Common Council on September 7, 2021.

The request is to incorporate the parcel into the existing CUP. No other changes to the CUP or property are requested at this time. After careful consideration at the November 23, 2021 meeting, the Plan Commission 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, or deny the permit amendment request. Denial will conflict with plans approved for the expanded parking and vehicle display areas on the property.

Prepared and Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Approved:

Kari Papelbon, CFM, AICP  
Senior Planner

Fiscal Review:

*Maxwell Gagin*

Maxwell Gagin, MPA

Assistant City Administrator / Comptroller

Approved:

*Douglas W. Seymour*

Douglas W. Seymour, AICP

Director of Community Development

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Attachments:

Ord. 3027

Location Map

Narrative (2 pages)

CSM approved 9-7-21 to be recorded (1 page)

Draft Amended Conditions and Restrictions (6 pages)

ORDINANCE NO. 3027

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

AN ORDINANCE TO AMEND THE CONDITIONS AND RESTRICTIONS IN  
ORDINANCE NO. 2900 TO ADD THE LAND WITH A FORMER ADDRESS OF  
7070 S. 27TH ST.

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

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

WHEREAS, Ordinance No. 2900 (The "Ordinance"), which approved a Conditional Use Permit for automotive sales and service and a private car wash facility on the properties at 7008 and 7018 S. 27th St., & 2500 W. Rawson Ave., now 7020 S. 27<sup>th</sup> St., was approved on April 17, 2018; and

WHEREAS, the Ordinance affected the following legally described property:

Parcel 1, 7020 S. 27<sup>th</sup> St.: CERTIFIED SURVEY MAP NO. 9040 SW 1/4 SEC 6-5-22, LOT 1.

WHEREAS, the Applicant, TIMOTHY GRAYMAN, ALL STAR BUICK GMC, is requesting that the Ordinance be amended to add the land with a former address of 7070 S. 27<sup>th</sup> St.; and

WHEREAS, a public hearing was held on this matter on January 18, 2022 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 2900 affecting the Property hereinabove described are amended as follows:

1. LEGAL DESCRIPTION

Parcel 1, 7020 S. 27<sup>th</sup> St.: CERTIFIED SURVEY MAP NO. 9040 SW 1/4 SEC 6-5-22, LOT 1.

Parcel 2, 7070 S. 27<sup>th</sup> St: W 247 FT OF S 237.16 FT OF SW1/4 SEC. 6-5-22 EXC. PARTS DEEDED FOR STS & EXC PTS CONV TO DOT IN DOC NO. 10377443 (.487 ACRES).

(NOTE: These lots combined by CSM approved by Res. 12263-090721, to be recorded).

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

Subsection (G) - deleted in its entirety.

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 18<sup>th</sup> day of January, 2022.

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

Approved this 18<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

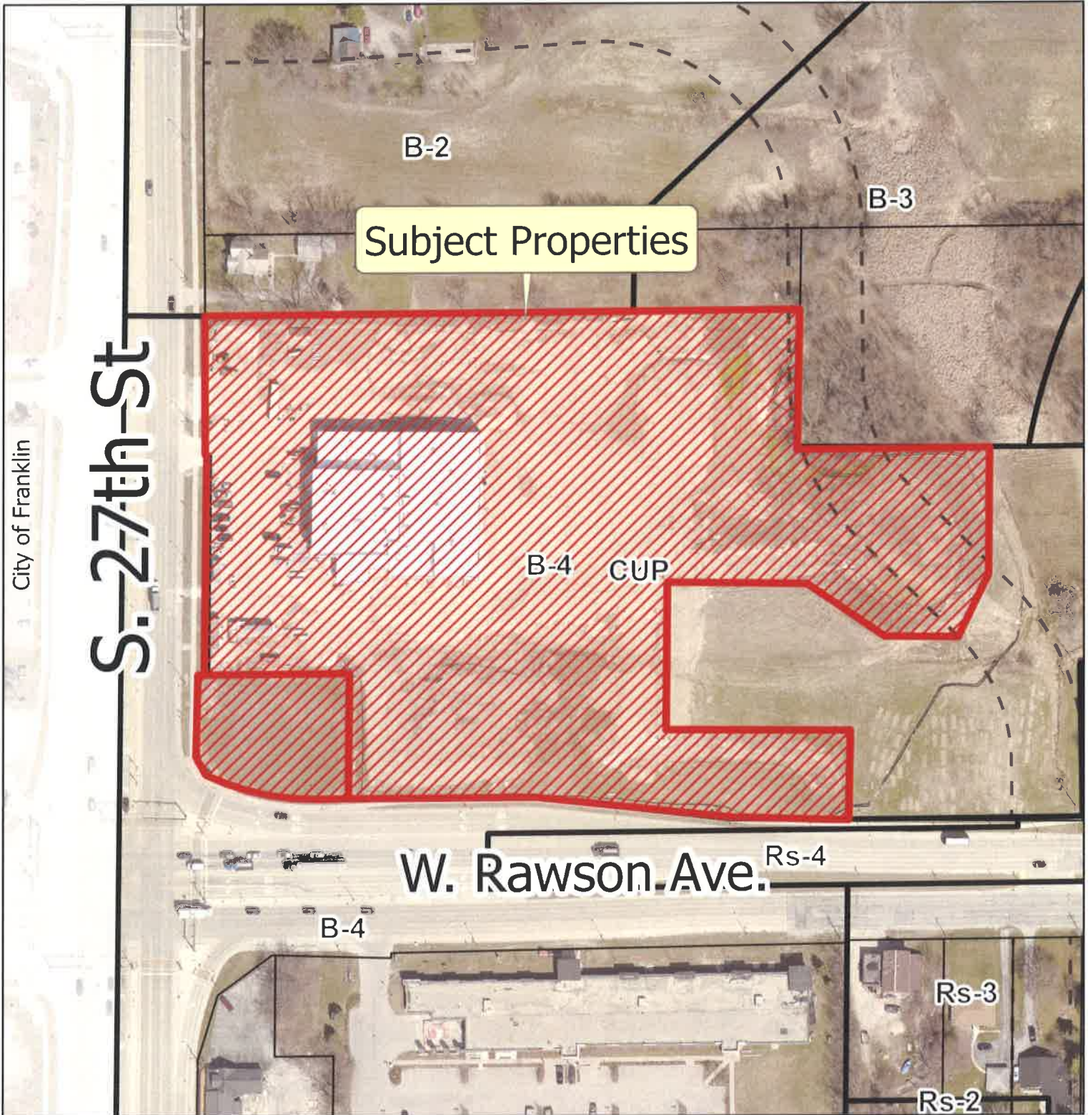
\_\_\_\_\_  
City Clerk

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



# Location Map

## 7020 & 7070 S. 27th St



City of Franklin

S. 27th St

W. Rawson Ave.

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



### Legend

- Zoning
- Official Street Map
- Floodway
- Flood Fringe
- Parcels
- Subject Properties



**All Star Bulck GMC  
Conditional Use Permlt Amendment - Application Narrative**

All Star Bulck GMC Intends to create a vehicle display at the southwest corner of their property, which is the former 7070 South 27<sup>th</sup> Street parcel address. The vehicle display will consist of 5 elevated display areas, with access to these locations from an asphalt drive to the north and east. There will also be 40 vehicle parking spaces northeast of the display.

All Star Bulck GMC plans to maneuver vehicles to and from the display and parking spaces between the hours of 9:00AM to 8:00PM pm, Monday through Friday, and 9:00AM to 6:00PM pm on Saturday. There are no additional deliveries expected beyond what is already delivered to the existing dealership. The vehicles that are maneuvered to the display and parking spaces will come from the existing dealership area.

There will not be any additional employees beyond what is already required for the existing dealership.

There will not be any material storage or dumpsters at the vehicle display or parking areas.

Existing Parcel (7070 South 27<sup>th</sup> Street):

**That part of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 5 North, Range 22 East, Milwaukee County, Wisconsin bounded and described as follows:**

**Commencing at the Southwest corner of Section 6; thence South 89°34'45" East, along the south line of said Southwest 1/4, 80.02 feet; thence North 01°33'21" East, 88.97 feet to a point on the east line of South 27<sup>th</sup> Street and the point of beginning of the parcel hereinafter described; thence North 01°33'21" East, along said east line, 148.20 feet; thence South 89°34'45" East, 166.98 feet; thence South 01°33'21" West, 177.23 feet to a point on the north line of West Rawson Avenue; thence North 89°34'45" West, along said north line, 45.86 feet; thence North 76°04'32" West, along said north line, 123.98 feet to the point of beginning.**

**Excepting Right-of- way Parcel 101 of Transportation Project Plat 2265-16-20 - 4.08, as Document Number 10245801, recorded in Milwaukee County, Wisconsin.**

**This parcel contains 0.488 acres, more or less.**

Combined Parcel (7020/7070 South 27<sup>th</sup> Street):

Lot 1 of Certified Survey Map 9040 and that part of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 5 North, Range 22 East, all in the City of Oak Creek, Milwaukee County, Wisconsin, Which is bounded and described as follows;

Commencing from the Southwest corner of said Southwest 1/4; Thence North 00°06'34" East along the West line of said Southwest 1/4, 237.16 feet; Thence North 88°58'12" East, 82.02 feet to the East right of way line of South 27<sup>th</sup> street and the point of beginning; Thence continuing North 88°58'12" East along said East right of way line, 8.00 feet; Thence North 00°06'34" East along said East right of way line, 236.79 feet; Thence North 89°53'26" West along said East right of way line, 1.70 feet; Thence North 00°41'01" West along said East right of way line, 150.33 feet to the South line of Parcel 1 of Certified Survey Map 3636; Thence North 88°58'12" East along said South line, 639.90 feet to the West line of Outlot 1 of Certified Survey Map 3636; Thence South 00°06'32" West along said West line, 150.03 feet to the South line of said Outlot 1; Thence North 88°58'12" East along said South line, 208.54 feet to the West line of Lot 2 of Certified Survey Map 9040; Thence along the West line of said Certified Survey Map 9040 for the next 8 courses, South 00°00'00" West, 137.65 feet; Thence South 25°28'38" West, 75.47 feet; Thence North 90°00'00" West, 79.33 feet; Thence North 56°37'35" West, 101.98 feet; Thence North 90°00'00" West 150.85 feet; thence South 00°00'00" West, 160.21 feet; Thence North 90°00'00" East, 198.99 feet; Thence South 00°35'39" West, 96.82 feet to the North right of way line of West Rawson Avenue; Thence along said North right of way line for the next 8 courses; Thence North 89°58'00" West, 19.47 feet; Thence North 88°57'08" West, 108.68 feet; Thence North 84°30'09" West, 210.50 feet; Thence South 88°58'16" West 200.00 feet; Thence North 01°01'44" West, 0.98 feet; Thence South 88°58'16" West, 37.82 feet to the beginning of a curve to the right having a radius of 260.50 feet and a central angle of 26°37'00" with a long chord bearing North 77°43'14" West, 119.93 feet; Thence along the arc of said curve 121.02 feet; Thence North 29°46'32" West, 21.94 feet to said East right of way line; Thence North 00°06'34" East along said East right of way line, 90.80 feet to the point of beginning.

Containing 360,625 square feet (8.277 acres), more or less.

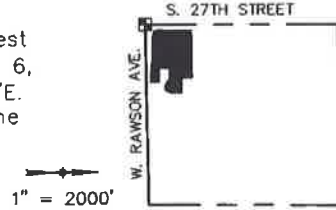
# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Lot 1 of Certified Survey Map 9040 and that part of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 5 North, Range 22 East, all in the City of Oak Creek, Milwaukee County, Wisconsin.

**GRAEF**  
 275 West Wisconsin Avenue, Suite 300  
 Milwaukee, WI 53203  
 414 / 259 1500  
 414 / 259 0037 fax  
 www.graef-usa.com

### REFERENCE BEARING

All bearings are referenced to the West line of the Southwest 1/4 of Section 6, T.5N., R.22E. which bears N.00°06'34"E. and is referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone.

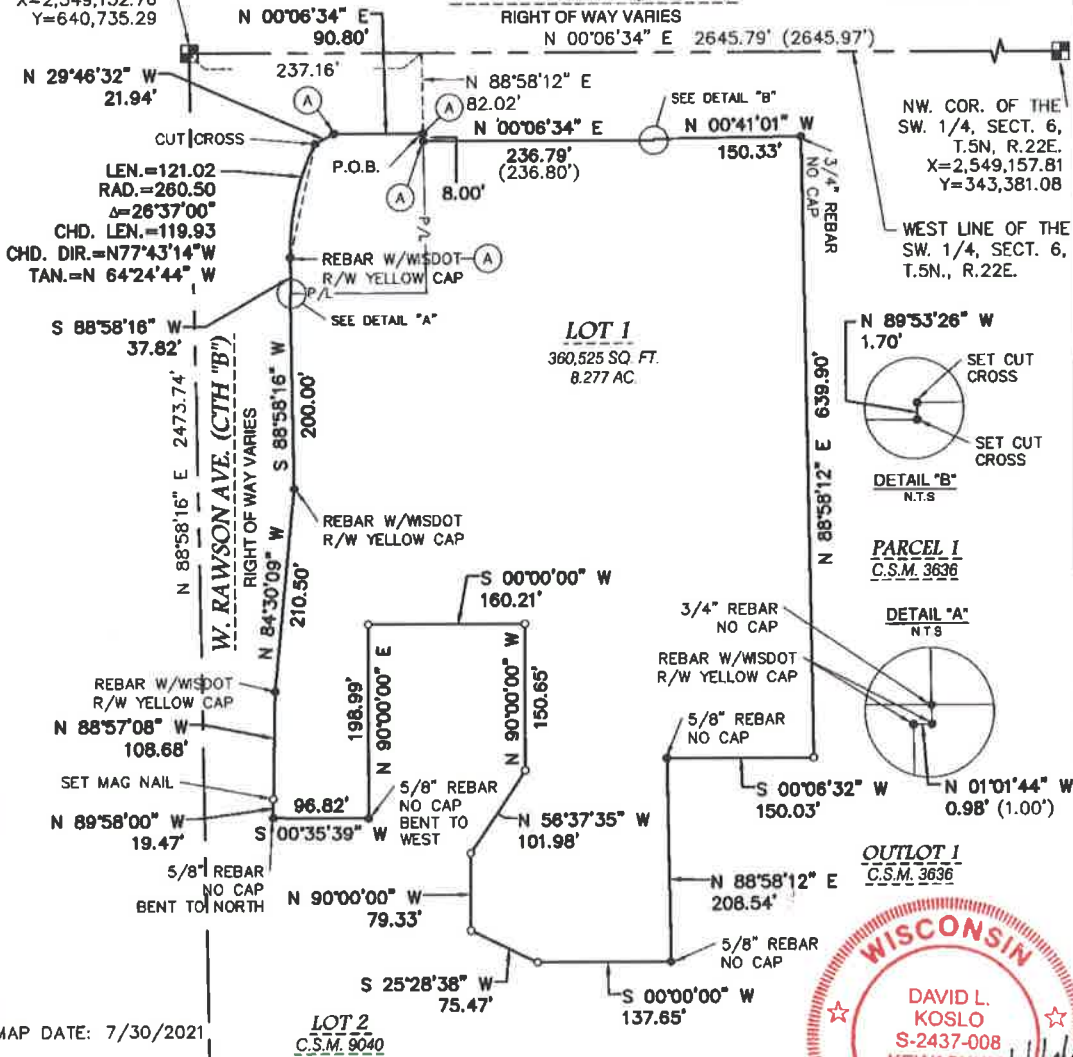


SW. COR. OF THE SW. 1/4, SECT. 6, T.5N., R.22E.  
 X=2,549,152.76  
 Y=640,735.29

### S. 27TH STREET (USH 41)

RIGHT OF WAY VARIES

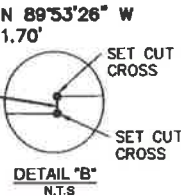
SW. 1/4 SECT. 6, T.5N., R.22E. LOCATION MAP



NW. COR. OF THE SW. 1/4, SECT. 6, T.5N., R.22E.  
 X=2,549,157.81  
 Y=343,381.08

WEST LINE OF THE SW. 1/4, SECT. 6, T.5N., R.22E.

**LOT 1**  
 360,525 SQ. FT.  
 8.277 AC.

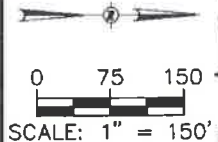


**PARCEL 1**  
 C.S.M. 3636

**DETAIL 'A'**  
 N.T.S.

**OUTLOT 1**  
 C.S.M. 3636

MAP DATE: 7/30/2021



SE. COR. OF THE SW. 1/4, SECT. 6, T.5N., R.22E.  
 X=2,551,626.21  
 Y=340,779.71

### LEGEND

- FOUND (SIZE & TYPE NOTED)
- 3/4"x24" REBAR SET, MINIMUM WEIGHT 1.13 LBS/FT.
- FOUND CONC. MONUMENT W/BRASS CAP
- ( ) RECORDED AS



OWNER  
 BOYLAND PROPERTIES  
 OF OAK CREEK, LLC

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

**Applicant:** All Star Buick GMC  
**Property Address(es):** 7020 & 7070 S. 27<sup>th</sup> St.  
**Tax Key Number(s):** 737-9094-000 & 737-9984-001  
**Conditional Use:** Automobile Sales & Service and  
Private Car Wash Facility

**Approved by Plan Commission:** 11-23-21  
**Approved by Common Council:** TBD  
(Ord. #3027, Amend. Ord. # 2900)

1. LEGAL DESCRIPTION

Parcel 1, 7020 S. 27<sup>th</sup> St.: CERTIFIED SURVEY MAP NO. 9040 SW 1/4 SEC 6-5-22, LOT 1.

Parcel 2, 7070 S. 27<sup>th</sup> St: W 247 FT OF S 237.16 FT OF SW1/4 SEC. 6-5-22 EXC. PARTS DEEDED FOR STS & EXC PTS CONV TO DOT IN DOC NO. 10377443 (.487 ACRES).

(NOTE: These lots combined by CSM approved by Res. 12263-090721, to be recorded).

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. All requirements of the City of Oak Creek Municipal Code, as amended, including all Sections of the 27<sup>th</sup> Street and Regional Retail Overlay Districts unless otherwise amended in these Conditions and Restrictions, 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
  - 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 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. Prior to the approval of site and building plans for the development the applicant shall prepare and submit a certified survey map combining the properties. The right-of-way for any public street as illustrated on the Official Map within these properties shall be dedicated, and the public improvements installed unless a variation or exception is granted by the Common Council pursuant to Section 14.180 of the Municipal Code.
- G. The applicant, their heirs, successors or assigns, shall establish an escrow in accordance with City Development Agreements for the purchase of the 0.4 acre parcel on the corner of 27<sup>th</sup> St. and Rawson Ave. (7070 S. 27<sup>th</sup> St., Tax Key # 737-9984-001) at such time as it becomes available for purchase.

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

- A. One (1) automobile sales & service facility and one (1) private car wash facility in accordance with these Conditions and Restrictions is allowed on the property. Other uses permitted by the zoning district, in accordance with other applicable Sections of the City of Oak Creek Municipal Code and these Conditions and Restrictions, are also allowed on the property.
- B. Hours of operation shall be between 6:30 AM and 9:00 PM Monday through Saturday.
- C. There shall be no outdoor storage of equipment, junk/damaged/non-inventory vehicles, parts, or supplies. Outdoor display areas shall be limited to those for the display of vehicles for sale as approved by the Plan Commission as part of the site plan review process.
- D. There shall be no storage of flammable or hazardous materials except those minimum quantities necessary for the operation of the permitted principal use. All materials shall be stored inside the building or in an area approved by the Plan Commission and Fire Department.
- E. No pole signs, pennant flags, light pole flags, permanent banners, or flashing/blinking signs shall be permitted as part of this development.
- F. Solid waste collection and recycling shall be the responsibility of the owner.
- G. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

### 4. PARKING AND ACCESS

- A. Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended).
- B. Access to West Rawson Avenue (CTH BB) in accordance with executed agreements and access management plans is subject to the review and approval of Milwaukee County. Such approval shall be provided to the City prior to the issuance of any building permits.

C. Access to South 27th Street (STH 241) in accordance with executed agreements and access management plans is subject to the review and approval of the Wisconsin Department of Transportation. Such approval shall be provided to the City prior to the issuance of any building permits.

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 Setback	Side Setback
Principal Structure	50 ft	30 ft	20 ft
Accessory Structure**	50 ft	30 ft	20 ft
Parking	30 ft	0 ft	0 ft

*\*\* This property is located within the 27<sup>th</sup> Street / Regional Retail Overlay District.*

*\*\*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 a building 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, their 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

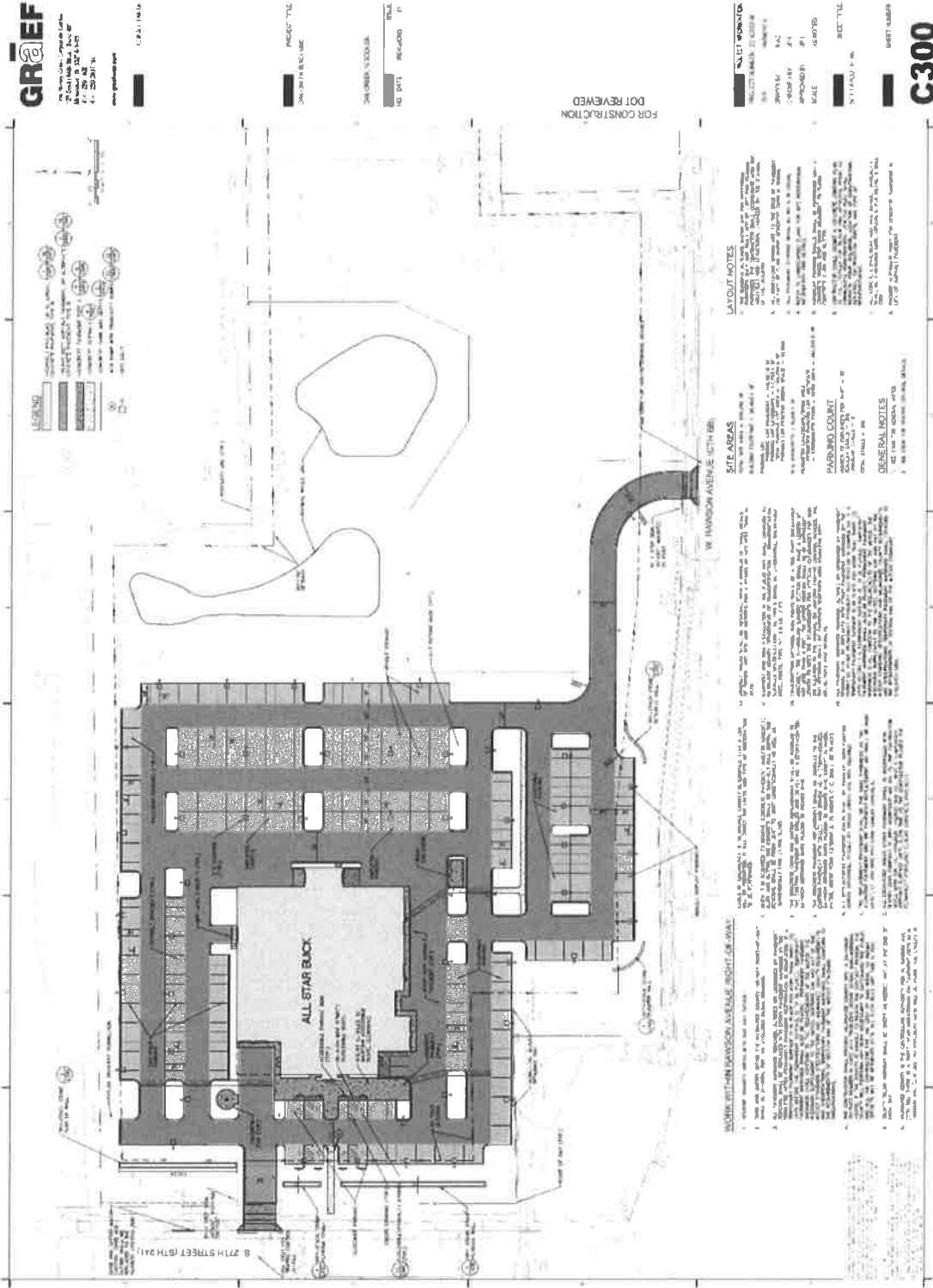
\_\_\_\_\_  
Date

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

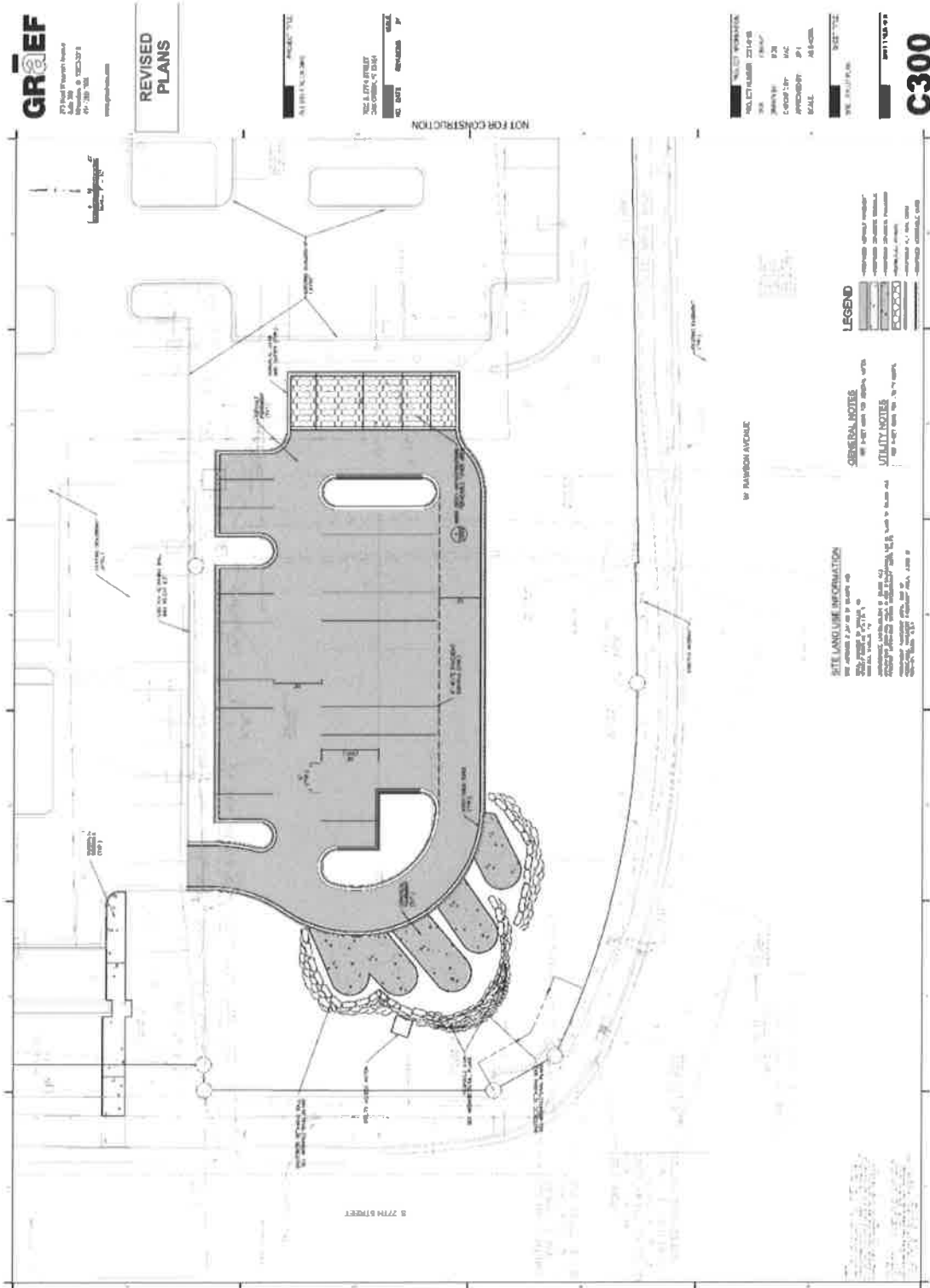
DRAFT



**EXHIBIT A: SITE PLAN CONDITIONALLY APPROVED  
BY THE PLAN COMMISSION MARCH 26, 2019**



**EXHIBIT B: SITE PLANS CONDITIONALLY APPROVED  
BY THE PLAN COMMISSION AUGUST 26, 2021**



## COMMON COUNCIL REPORT

- Item:** Major Incident Response Team ("MIRT") Memorandum of Understanding
- Recommendation:** That the Common Council approves Resolution No. 12296-011822, a Resolution Approving the Major Incident Response Team ("MIRT") Memorandum of Understanding
- Fiscal Impact:** None - City of Oak Creek Police Department mutual aid assistance under this MOU does not incur any additional costs or expenses above those already budgeted
- 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:** This Major Incident Response Team Memorandum of Understanding ("MOU") provides for the City of Oak Creek Police Department to provide and receive mutual assistance response from other participating police departments within the Southeast Wisconsin Emergency Police Services region. The MOU would apply where warranted in emergency situations that require specialized personnel, equipment, and other resources beyond what the City or another participating municipality is able to provide. The MOU provides for assignment of at least one law enforcement officer to participate in annual group training and FEMA Field Force Operations training, as well as to provide any additional necessary equipment as provided for in the MOU.

The Suburban Mutual Assistance Response Teams (SMART) has been utilized in the Milwaukee area for over 20 years with great success. However, the SMART agreement specifically does not allow for crowd-control assistance as the MIRT MOU will. The SMART agreement allows for all of the involved agencies to send an Officer and Squad (5 per 'level' of the requested response). The sizes of agencies and capabilities of agencies varies greatly, which is why the MIRT response method needs to be deployed.

The Milwaukee County Law Enforcement Executives Association (MCLEEA) brought forward the MIRT concept for utilization with our agencies in Milwaukee County. All of the Milwaukee County agencies are in agreement to utilize this MIRT MOU and all have 'signed on' at this time except for Oak Creek. As we have seen with SMART, it is a force multiplier. MIRT will also be a force multiplier for us, for when we have civil unrest. As part of the MIRT MOU we will have teams of specially trained officers with specialty equipment, which can safely and effectively assist with these events.

The combination of our own available staff, a coordinated SMART response coupled with the MIRT response on larger civil unrest events, will help us continue with our normal operations as well as effectively and efficiently handle events with a safer outcome. It is with this, that I highly recommend that the Council approve our involvement with the MIRT MOU.

**Options/Alternatives:** The Common Council could decide not to approve this MOU, which would result in the City neither participating in or receiving mutual aid in those specific situations.

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



David Stecker  
Police Chief

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

---

Attachments:

Exhibit #1 - Major Incident Reponses Team ("MIRT") Memorandum of Understanding

Exhibit #2 - Resolution No. 12296-011822

RESOLUTION NO. 12296-011822

RESOLUTION APPROVING THE MAJOR INCIDENT RESPONSE TEAM  
MEMORANDUM OF UNDERSTANDING

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Major Incident Response Team Memorandum of Understanding ("MOU") is hereby approved.

BE IT FURTHER RESOLVED that the City of Oak Creek Police Chief is hereby authorized to execute the MOU in behalf of the City.

BE IT FURTHER RESOLVED that, given other participating municipalities' pending review and approval, modifications to the MOU that may be reasonably necessary in order to preserve and maintain the general intent thereof and that are approved by the Police Chief and the City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18<sup>th</sup> day of January, 2022.

Passed and adopted this \_\_ day of \_\_\_\_\_, 2022.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

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

# MAJOR INCIDENT RESPONSE TEAM

## Memorandum of Understanding

To provide a safe and effective response to emergency situations that demand specialized personnel, equipment, and other resources in excess of an individual law enforcement agency's resources, the undersigned law enforcement agencies acknowledge the provisions in this Memorandum of Understanding ("MOU"). Each participating law enforcement agency ("Participating Agency") shall:

1. Assign at least one law enforcement officer to participate in group training a minimum of 4 hours annually ("Team Member").
2. Equip its Team Member with the equipment agreed upon by the Participating Agencies to ensure each Team Member is equipped the same. The minimum required equipment list is attached as Exhibit A.
3. Ensure, at its own cost, its Team Members have completed training under FEMA FFO PER-200 (Field Force Operations).
4. Only assign as Team Members those who are able and willing to be activated and deployed to meet mutual assistance requests anywhere within the Southeast Wisconsin Emergency Police Services region or with the Participating Agency governing body's approval within the State of Wisconsin upon mutual assistance request.
5. Pay for all disability payments, pension and worker's compensation claims, damage to equipment and clothing, and medical expenses incurred by its own Team Members when responding to another agency's request pursuant to Wis. Stat. § 66.0513(1) and receive reimbursement from the requesting law enforcement agency for such payments.
6. Pay for all wages incurred by its own Team Members when responding to another agency's request without the expectation of receiving reimbursement from the requesting law enforcement agency for such payments.
7. Participate in selecting Team Commanders, Assistant Team Commanders, and Team Supervisors/Leaders to coordinate training, as well as manage deployments and team personnel.

Each Participating Agency acknowledges that personnel who provide mutual aid assistance shall be deemed employees of the requesting agency for the purpose of Wis. Stat. §§ 895.35 and 895.46.

A Participating Agency may withdraw from this MOU by giving written notice to all other parties at least 30 days before the effective withdrawal date.

By signing below the undersigned officials acknowledge the terms of this MOU on the date indicated.

{Municipality Name}

\_\_\_\_\_  
{Name}  
Chief of Police

Date: \_\_\_\_\_

{Municipality Name}

\_\_\_\_\_  
{Name}  
Chief of Police

Date: \_\_\_\_\_

{Municipality Name}

\_\_\_\_\_  
{Name}  
Chief of Police

Date: \_\_\_\_\_

{Municipality Name}

\_\_\_\_\_  
{Name}  
Chief of Police

Date: \_\_\_\_\_

{Municipality Name}

\_\_\_\_\_  
{Name}  
Chief of Police

Date: \_\_\_\_\_



## COMMON COUNCIL REPORT

**Item:** Minor Land Division (Certified Survey Map) - 8751 & 8775 S. Howell Ave. - EndF3DK, LLC

**Recommendation:** That the Council adopts Resolution No. 12297-011822, a resolution approving a Certified Survey Map submitted by EndF3DK, LLC for the properties at 8751 & 8775 S. Howell Ave. (6<sup>th</sup> Aldermanic District).

**Fiscal Impact:** The proposal is to combine the properties into a single conforming lot prior to development with a phased multitenant commercial development. If approved, development of the combined properties would yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. These properties are 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 is requesting approval of a Minor Land Division (Certified Survey Map) combining the properties at 8751 & 8755 S. Howell Ave. Following consolidation, the parcel will be 1.796 acres in size and meet all dimensional requirements for the B-4, Highway Business District. Wetlands have been identified on the map with notes regarding the Wisconsin DNR's exemption determination.

The Plan Commission reviewed this request during their January 11, 2022 meeting, and recommended approval subject to the following conditions:

1. That the Certified Survey Map is recorded prior to the submission of permit applications.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

**Options/Alternatives:** Council has the discretion to approve, and/or modify the condition(s) of Certified Survey Map approval, or deny the request.

Prepared and Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Approved:

Kari Papelbon, CFM, AICP  
Senior Planner



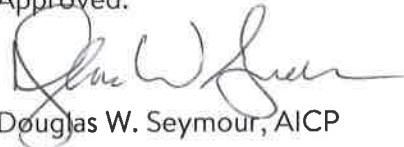
Fiscal Review:

*Maxwell Gagin*

Maxwell Gagin, MPA

Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP

Director of Community Development

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Attachments:

Res. 12297-011822

Location Map

Proposed CSM (3 pages)

RESOLUTION NO. 12297-011822

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

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR  
ENDF3DK, LLC

8751 & 8755 S. Howell Ave.  
(6<sup>th</sup> Aldermanic District)

WHEREAS, ENDF3DK, 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 Certified Survey Map is recorded prior to the submission of permit applications.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

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

1. That the Certified Survey Map is recorded prior to the submission of permit applications.
2. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18<sup>th</sup> day of January, 2022.

Passed and adopted this 18<sup>th</sup> day of January, 2022.

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

Approved this 18<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
Mayor

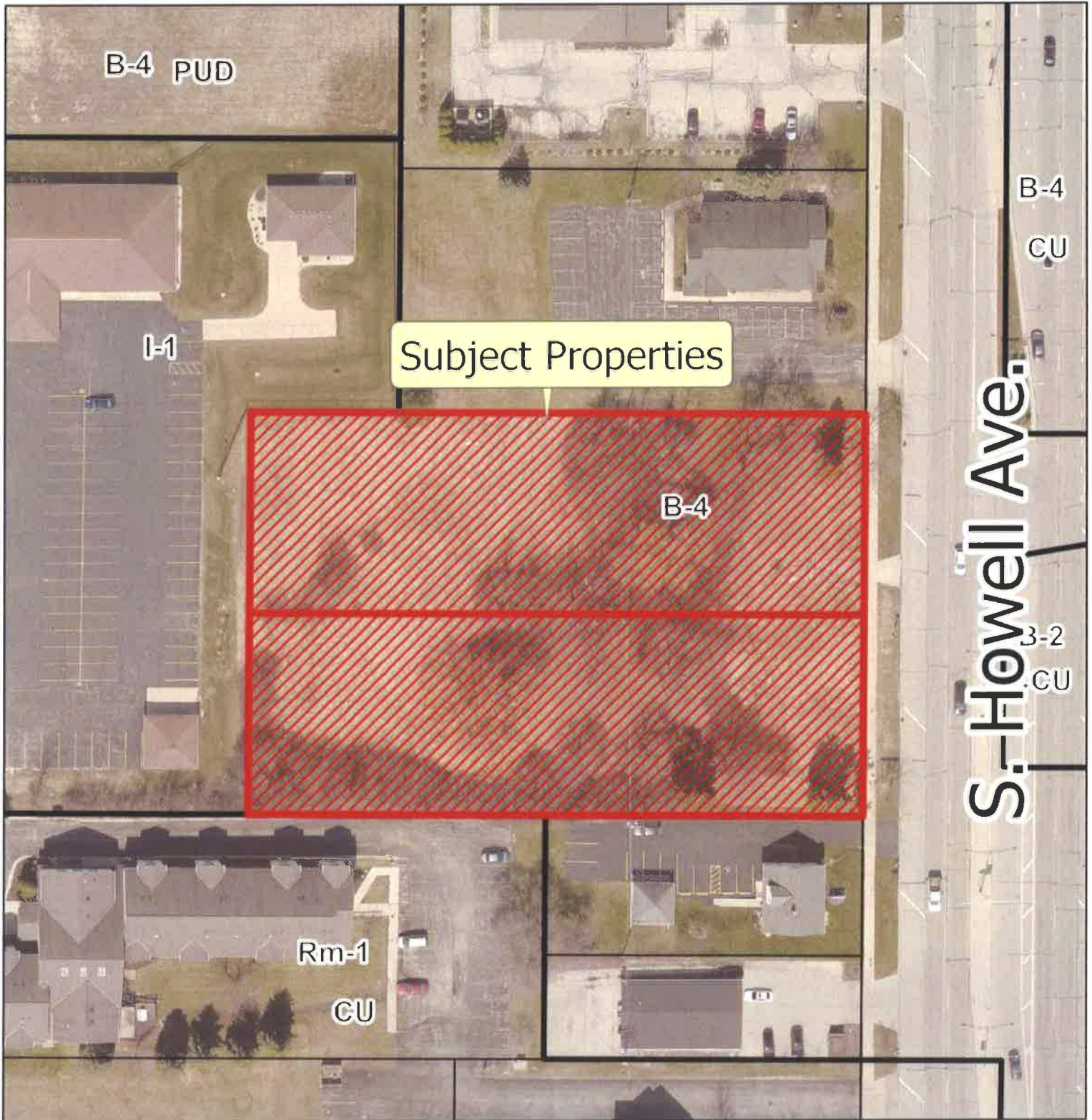
ATTEST:

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

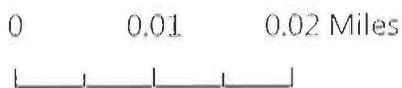
VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_

# Location Map

## 8751 & 8755 S. Howell Ave.



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



### Legend

- Zoning
- Official Street Map
- Floodway
- Parcels
- Subject Properties
- Flood Fringe

# PRELIMINARY PLAT

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

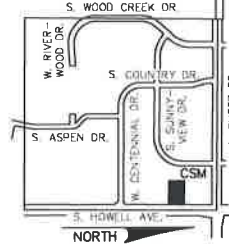


**CAPITOL SURVEY ENTERPRISES**  
220 REGENCY CT STE 210  
BROOKFIELD, WI 53045  
PH: (262)-786-6600  
WWW.CAPITOLSURVEY.COM

**PREPARED FOR:**  
[OWNER'S NAME]  
[OWNER'S MAILING ADDRESS]  
[CITY, STATE]

TAX KEY NOS.: 8599995000,  
8599994000

**VICINITY MAP**  
1" = 2000'



NORTH  
NE 1/4  
SEC. 20-5-22

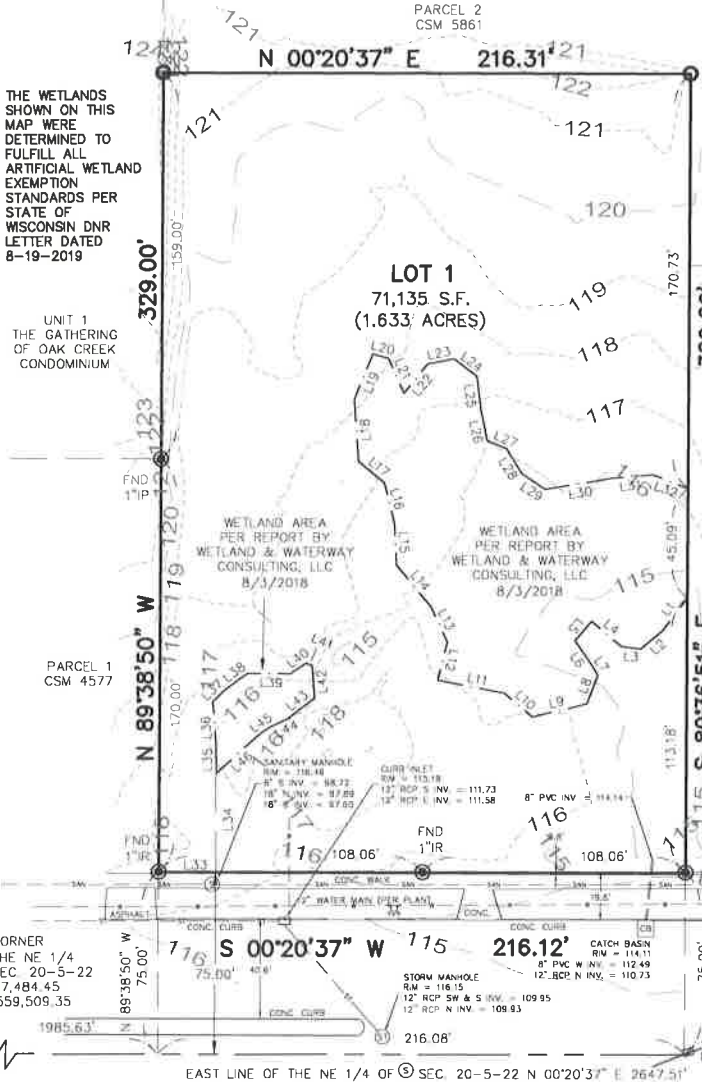
- +— EXISTING WATER MAIN
- +— EXISTING SANITARY SEWER
- +— EXISTING STORM SEWER
- ⊗ EXISTING HYDRANT

- 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.
- ⊙ IRON PIPE/ IRON ROD FOUND AS NOTED

SEE SHEET 2 FOR LINE TABLE

PARCEL 2  
CSM 5292

CSM IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, PER INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 55079C0168E, WITH A DATE OF IDENTIFICATION OF 09/26/2008, IN COMMUNITY NO. 550279, CITY OF OAK CREEK, WHICH IS THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.



THE WETLANDS SHOWN ON THIS MAP WERE DETERMINED TO FULFILL ALL ARTIFICIAL WETLAND EXEMPTION STANDARDS PER STATE OF WISCONSIN DNR LETTER DATED 8-19-2019

UNIT 1  
THE GATHERING OF OAK CREEK CONDOMINIUM

PARCEL 1  
CSM 4577

P.O.B.  
FND  
1"IR

P.O.C.  
NE CORNER  
OF THE NE 1/4  
OF SEC. 20-5-22  
CONC. MON.  
W/BRASS CAP FND  
N 330,131.75  
E 2,559,525.23

### SOUTH HOWELL AVENUE (S.T.H. "38")

(150' WIDE PUBLIC RIGHT OF WAY)

PROJECT/SITE BENCHMARK - NORTH INVERT OF SANITARY SEWER 185'± FROM THE NORTHEAST CORNER OF SUBJECT PROPERTY, WITH AN ELEVATION OF 99.27'.

ELEVATIONS BASED ON INFORMATION FROM THE CITY OF OAK CREEK AND ARE AT CITY OF OAK CREEK COUNTY DATUM.

ALL BEARINGS REFER TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20-5-22, WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)(REVISION DEC, 2011 DATUM NAD 27) BEARING OF N 00°20'37" E.



#### GRAPHIC SCALE



1 inch = 60 ft.



# PRELIMINARY PLAT

## CERTIFIED SURVEY MAP NO.

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

### SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, MICHAEL J BERRY, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SAID SECTION, THENCE S 00°20'37" W 445.80 FEET; THENCE N 89°38'50" W 75.00 FEET TO A 1" IRON ROD AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE S 00°20'37" W 216.12 FEET TO A 1" IRON ROD; THENCE N 89°38'50" W 329.00 FEET; THENCE N 00°20'37" E 216.31 FEET; THENCE S 89°36'51" E 329.00 FEET TO THE POINT OF BEGINNING.


CONTAINING 71,135 SQUARE FEET OR 1.633 ACRES.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY [OWNER NAME], OWNER OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE SUBDIVISION REGULATIONS OF THE CITY OF OAK CREEK IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 13TH DAY OF DECEMBER, 2021.

  
MICHAEL J. BERRY  
PROFESSIONAL LAND SURVEYOR,  
S-2545  
STATE OF WISCONSIN

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 53°12'36" E	16.93'
L2	S 39°40'02" E	11.57'
L3	S 06°06'03" E	7.87'
L4	S 40°28'07" W	16.33'
L5	S 49°32'52" E	10.39'
L6	N 55°37'36" E	12.87'
L7	N 60°31'01" E	4.37'
L8	S 68°49'13" E	12.52'
L9	S 13°21'50" E	23.20'
L10	S 40°39'46" W	15.20'
L11	S 11°06'51" W	27.84'
L12	N 75°58'28" W	16.25'
L13	S 65°20'34" W	16.16'
L14	S 50°39'43" W	22.14'
L15	S 87°13'35" W	17.31'
L16	S 75°58'36" W	17.42'
L17	S 39°13'10" W	13.32'
L18	S 89°00'19" W	25.61'
L19	N 68°04'10" W	20.13'
L20	N 13°37'32" E	6.47'
L21	N 66°15'33" E	15.98'
L22	N 51°09'01" W	15.64'
L23	N 10°02'36" W	10.95'

LINE TABLE		
LINE	BEARING	LENGTH
L24	N 37°35'49" E	11.85'
L25	N 82°58'57" E	13.99'
L26	N 78°38'43" E	12.76'
L27	N 23°44'52" E	8.70'
L28	N 58°56'59" E	11.96'
L29	N 33°31'34" E	11.61'
L30	N 09°13'05" W	27.27'
L31	N 04°44'03" W	17.31'
L32	N 21°24'24" E	15.51'
L33	N 00°30'18" E	23.44'
L34	N 89°39'23" W	40.66'
L35	S 89°53'46" W	12.10'
L36	S 85°09'07" W	17.35'
L37	N 44°00'01" W	6.80'
L38	N 36°23'25" W	11.65'
L39	N 01°01'41" E	17.70'
L40	N 33°43'39" W	7.81'
L41	N 23°17'13" E	2.63'
L42	N 85°26'39" E	13.32'
L43	S 37°45'45" E	13.97'
L44	S 25°09'41" E	7.81'
L45	S 33°16'37" E	5.40'
L46	S 41°44'20" E	23.87'



# PRELIMINARY PLAT

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

### CORPORATE OWNER'S CERTIFICATE

[OWNER'S NAME] AN ORGANIZATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS MAP, AND SUBMITTED TO THE CITY OF OAK CREEK AS REQUIRED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF OAK CREEK.

IN WITNESS WHEREOF, THE ABOVE NAMED ORGANIZATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY \_\_\_\_\_ ITS REPRESENTATIVE, AT \_\_\_\_\_, WISCONSIN, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
(REPRESENTATIVE)

STATE OF WISCONSIN) SS  
WAUKESHA COUNTY)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 [REPRESENTATIVE], TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF WISCONSIN  
MY COMMISSION EXPIRES: \_\_\_\_\_

### PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF CITY OF OAK CREEK ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR DANIEL BUKIEWICZ, CHAIRPERSON

\_\_\_\_\_  
CATHERINE A. ROESKE, SECRETARY

### COMMON COUNCIL APPROVAL

THIS CERTIFIED SURVEY MAP, BEING PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN HAVING BEEN APPROVED BY THE PLANNING COMMISSION BEING THE SAME, IS HEREBY APPROVED AND ACCEPTED BY THE COMMON COUNCIL OF THE CITY OF BROOKFIELD ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR DANIEL BUKIEWICZ, MAYOR

\_\_\_\_\_  
CATHERINE A. ROESKE, CLERK





## COMMON COUNCIL REPORT

**Item:** Update of the Community/Public Facilities Use/Rental Policy

**Recommendation:** That the Common Council approve the amended Pavilion and Shelter Rental Policy and Athletic Field Rental Policy as recommended by the Parks and Recreation Commission.

**Fiscal Impact:** None.

**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:** Staff have recently begun the process of updating our policies and guidelines to reflect the current state of Oak Creek's park system and management structure. The Parks and Recreation Commission adopted the Community/Public Facilities Use/Rental Policy (Exhibit 1) in 2010. While reviewing this policy, staff identified a need to split the policy into two separate policies (Exhibit 2: Athletic Field Rental Policy and Exhibit 3: Pavilion and Shelter Rental Policy) and make language changes to address the following issues:

- Rental permitting process: The existing policy does not provide details on the permitting process. Permitting process details were discussed in a separate document. The current process provides the first opportunity to reserve athletic fields and pavilions to the City and school district programs. Then residents and non-residents would be able rent facilities on a first-come, first-served basis or through a lottery system.
  - o There were concerns raised that the permitting process treated residents and non-residents equally causing many residents to lose out on rental opportunities for the use of city facilities. Staff have proposed a new process that allows residents the opportunity to pick rental dates before non-residents.
  - o There were concerns raised about the lack of limitation to the number of dates an individual could reserve athletic fields for games. Staff proposes that each individual or team will be limited initially to 6 time slots. If there are still open dates then game requests will be taken, first come, first serve for new Oak Creek individuals and teams followed by non-resident individuals and teams.
  - o Staff felt that the permitting process should be included with the general policy guidelines to improve transparency.

- 
- Rental permitting fees: The existing policy does not provide detail on permitting fees. The permitting fees document has historically been kept separate from the rental policy. Staff felt that the rental permitting fee list should be included with the general policy guidelines to improve transparency.
  - Capacity issues at Abendschein and Shepard Hills ball diamonds: Currently, individuals and teams are allowed to use the baseball fields at Abendschein and Shepard Hills parks for games and practices and any neighborhood park field for practices only. By allowing practices at Abendschein and Shepard Hill's fields, there is a limited availability for games to be played in the City and there has been greater wear and tear on the gamefields. Staff is recommending that Abendschein and Shepard Hills ball diamonds only be used for games.
  - Other minor changes:
    - o Personal donations and their impact on rental priority: Staff added text to the policy indicating that donations do not give permit requestors any kind of rental priority.
    - o Damage of facilities/fields: Staff added text to the policy to address actions that can result in damage to city facilities and the consequence of damaging city property.
    - o City ordinances and rules governing the parks: Staff added text to the policy to remind renters that they must abide by all City ordinances and rules governing the parks and inform them of the consequences of not complying.
    - o Cancelation Policy.

The Parks and Recreation Commission reviewed and approved the policy changes at their December 16, 2021 meeting and are recommending Common Council approval.

**Options/Alternatives:**

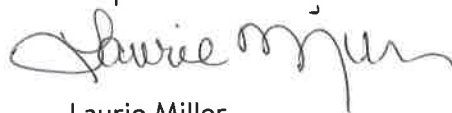
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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Laurie Miller  
Zoning Administrator

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator/Comptroller



Doug Seymour  
Director of Community Development

---

Attachments:

Exhibit 1: Community/Public Facilities Use/Rental Policies

Exhibit 2: Oak Creek Athletic Field Rental Policy

Exhibit 3: Oak Creek Pavilion and Shelter Rental Policy



## Exhibit 1

Oak Creeks Parks, Recreation & Forestry Department (OCPRF)

### COMMUNITY / PUBLIC FACILITIES USE / RENTAL POLICIES

#### GENERAL

Recreation facilities, fields, etc. are acquired and developed to serve the community's needs and promote the general health and welfare of the community.

The use of public facilities by private groups, clubs, and organizations to promote basic community needs should be permitted within established guidelines. A permit system for use by an individual and/or group with the appropriate fees meets these objectives for both the public and private user. A permit system provides order to the use of recreation facilities and returns needed monies to the City for underwriting annual operational and maintenance costs.

Facilities rentals and permits are for residents and bona-fide (must verify) Oak Creek groups, clubs, and organizations and not for non-residents.

It is highly recommended but not required to obtain a permit for use of a field or facility.

Whenever the Department is using a field and/or facility for maintenance, program, or activity, it is closed to the general public.

Permits are not issued for fields or facilities located on or adjacent to school property during the school day.

Use of athletic fields for the purpose of league play, tournaments, and special events shall be limited to bona-fide (must verify) Oak Creek groups, clubs, and organizations and must be approved by the Director of Parks, Recreation & Forestry.

Reservations for fields and/or facilities for the purpose of league play, tournaments, special events, etc. by groups, clubs, organizations, etc. must be requested IN WRITING identifying all pertinent information (date, time, facility, number in group, special requests, etc. at least one month prior to the date requested.

Clubs, groups and/or organizations that wish to reserve facilities for the purpose of raising monies for proposed projects and/or programs serving the community's needs and interests, must indicate on the written application how the anticipated profits will be spent.

No individual may utilize publicly owned athletic facilities for personal profit. This includes, but is not limited to, clinics, lessons, tournaments or the sale of items or concession.

All athletic fields' maintenance (i.e. raking, lining, alternations, additions or materials, etc.) must be completed by OCPRF personnel unless otherwise approved (in writing) by the Director of Parks, Recreation & Forestry.

Neighborhood parks are for neighborhood residents. Organized sports and other long-term ongoing activities are not scheduled in neighborhood parks. Exceptions to this policy may be made by the Parks, Recreation & Forestry Commission.

For park/facilities usage and reservation procedures and specific policies please contact OCPRF.

## Exhibit 2

### OAK CREEK ATHLETIC FIELD RENTAL POLICY

Athletic field rental permits are required for the use of any sport field. Sport fields include: soccer, cricket, volleyball, tennis, basketball, and pickleball courts. Sports fields permits are issued for any individual, organized practice, game, league or tournament play.

#### General Policy Guidelines

The use of these athletic fields by private groups, clubs, and organizations to promote basic community needs should be permitted within established guidelines. A permit system for use by an individual and/or group with the appropriate fees meets these objectives for both the public and private user. A permit system provides order to the use of the athletic fields and returns needed monies to the city for underwriting and annual operational and maintenance costs.

Athletic field rental permits are issued to both resident and non-resident individuals.

Priority is given to Oak Creek residents and organizations when requesting an athletic field rental permit.

Permits may be revoked in the interest of City sponsored activities.

Sport fields are permitted on an "as is" basis.

Permits are only good for the date(s), location(s), permit holder(s), and time(s) listed on the permit.

No field reservations can start prior to 8 am and must conclude no later than 10pm.

Permit holder(s) have priority in case of conflict: have your permit with you.

All requests for tournament/ league/ special event athletic field rental permits are subject to review and approval by the City of Oak Creek.

No tournaments, leagues, games, or practices will be scheduled prior to April 1st (weather permitting) and all fields will close for the season on or before October 30th (weather depending).

No tournaments or leagues are allowed in the neighborhood parks.

No individual, group, or organization may utilize any sports field for personal profit. This includes, but is not limited to clinics, lessons, tournament/league entry fees, or the sale of

concessions. If you are requesting a permit for the purpose of raising monies for proposed projects/programs that benefit the Oak Creek communities needs and interests, you must inform is in writing of how the anticipated profits will be spent.

Monies raised or personal donations to the City of Oak Creek or any of its departments does not give the permit requester any kind of sport field rental priority. Current or future.

All athletic sport field maintenance (i.e. raking, lining, alterations, fencing, additions or materials etc.) must be done by Oak Creek Parks staff only.

All athletic sport field events, participants and guests, shall abide by all city ordinances and rules governing the parks. Permits may be revoked immediately at the discretion of the coordinator or local authorities, if the terms of permit are misrepresented, violated, or when public safety is threatened. Permits revoked for failure to abide by ordinances will result in forfeiture of all fees.

Vehicles are prohibited from parking or driving on grass, athletic fields, park walkways or trails. Any damage done to fields/grass/turf caused by an event is the responsibility of the permit holder to pay for all restoration costs.

## **Permitting Process**

### **Sport Field Priority**

1. City of Oak Creek events and Oak Creek School District Sports and Recreation Programs
2. Any returning resident individual or team (51% of participants must be Oak Creek Residents) that used athletic fields in 2021 for GAMES will have first priority to request the same fields for 2022 Games only.
3. New Oak Creek resident individuals or teams (51% of participants must be Oak Creek Residents).
4. Non-resident, returning or new, individuals or teams

**Baseball/Softball Rental (Games Only)** – Shepard Hills and Abendschein ball diamonds only.

Game requests must be submitted to Paula Nevarez, Leisure Services Assistant by mail to 8040 S. 6th Street or by email to [Rentals@oakcreekwi.gov](mailto:Rentals@oakcreekwi.gov) by the dates listed below.

Game requests only for the use of Shepard Hills must be submitted no later than 1<sup>st</sup> Monday in January for requests starting April 1st (weather permitting).

Game requests for the use of Abendschein ball diamond must be submitted no later than the 1<sup>st</sup> Monday in February for requests starting May.

Each individual or team will be awarded six (6) game days from their requests, once all individual and teams have been awarded their six (6) games, any leftover requested game dates

will enter into a lottery draw for the remaining open dates. If there are still open dates then game requests will be taken, first come, first serve for new Oak Creek individuals and teams followed by non-resident individuals and teams.

Individuals and teams will be notified of awarded game dates by the 2<sup>nd</sup> Friday in February and payment for permits must be made by 5pm on the last Friday of February. Any payment not received by the last Friday in February by 5pm will incur cancellation of requested game dates.

**Baseball/Softball Field Rental (Practice only)**- Ball diamond athletic field rental permit requests for individual practices are first come, first serve and need be done no more than 90 days for residents/60 days for non-residents and no less than 1 day prior to the event. No same day rentals are allowed. No practices are allowed to take place at Shepard Hills and Abendschein ball diamonds.

**Other Athletic Field Rental (Games and Practices)** - Athletic field rental permit requests for individual games/practices are first come, first serve and need be done no more than 90 days for residents/60 days for non-residents and no less than 1 day prior to the event. No same day rentals are allowed.

### Athletic Field Rental Fees

Individual residents, groups, organizations, etc. of the City of Oak Creek (must be verified) will pay a discounted resident rate for athletic field permits. Groups and organizations must have 51% resident membership to qualify for resident rate.

Individual non-residents etc. will pay double the resident rate for an athletic field permit.

#### *Sport Fields (except Shepard and Abendschein Ball Diamonds)*

Resident - \$8.00 per hour

Non-Resident \$16.00 per hour

#### *Shepard Hills Ball Diamond and Abendschein Ball Diamond*

Resident -\$10.00 per hour

Non-Resident -\$20.00 per hour

Field set-up, i.e. lines or equipment, are available for an additional fee for games only. Please contact for pricing.

Large tournaments/ special events/leagues may incur additional fees.

**Cancellation policy:**

No refunds are given for field rental permits! Transfers will be made, contingent on field availability or fees applied to your city permit account upon requests made the next business day following rain outs or wet field cancellations.

## Exhibit 3

### Oak Creek Pavilion and Shelter Rental Policy

#### Pavilions

Oak Creek has (2) two indoor pavilions available for rent year-round (weather permitting).

Henry Miller Park Pavilion – 315 W Groveland Avenue

Lake Vista Pavilion – 4159 E Lake Vista Parkway

#### Shelters

40' Open air shelter – Abendschein Park - 1311 W Drexel Avenue

28' Open air shelter – Various Locations

#### General Policy Guidelines

The renter is defined as the legal adult who pays the rental fee and security deposit using their credit/debit card, check or cash. Resident fees apply when the renter's primary address is in Oak Creek.

Facilities are permitted on an "as is" basis.

Permits are good only for date(s), location(s), permit holder(s), and time(s) listed on the permit.

The daily rental fee will be charged for any additional time that you, a member of your rental party, or personal property or equipment is setup/left on the rental premises or outside the rental area before or after the date and times listed on your permit.

Keys are to be used on the permitted date/time only.

Permits may be revoked in the interest of City-sponsored activities.

Permits may be revoked due to failure of the permit-holder to comply with Department standards and policies.

Permit holder(s) have priority in case of conflict: have your permit with you.

We reserve the right to limit the number of permits issued.

## Permitting Process

- Rental priority is given to City of Oak Creek events and Oak Creek School District.
- Rental request forms for pavilion rentals may be submitted (1) one year in advance for Oak Creek residents and resident organizations (51% of participants must be Oak Creek residents). Non-residents can submit rental request 30 days in advance.
- Rental requests for open air shelters may be submitted 90 days in advance for residents and non-residents.
- Please contact Leisure Services Assistant, Paula Nevarez (8040 S. 6th Street, [Rentals@oakcreekwi.gov](mailto:Rentals@oakcreekwi.gov)) to check availability of your preferred venue. Be prepared to provide information on the type of event, number of attendees, and vision for the event set-up. This will help staff determine if the venue has the capacity to host your event and/or if additional permits may be required.
- The following completed forms, information, and fees are required to be submitted to the Leisure Services Assistant prior to approval of a rental:
  - Facilities Request Form
  - Policy Agreement
  - Hold Harmless Agreement
  - Proof of residency (if renter is an Oak Creek resident)
  - Rental fee + security deposit
  - Insurance information (If applicable)
- You will receive your rental permit, a facility rental information sheet, and key pick up instructions within 3 business days of rental approval.
- Beer/wine permits are available to renters over the age of 21 for a \$25 fee. A beer/wine permit allows the consumption of beer/wine. It is valid only on the date listed on the permit. No other alcoholic beverages are permitted. Beer/wine permits are issued by the Leisure Services Assistant.

## Rental Policy

- You will need to present identification upon key pick up.
- No individual, group, or organization may utilize any rental facility for personal profit. This includes, lessons, class fees, entry fees, clinics, or sales of concessions.
- Any individual, club, group, or organization that wish to reserve a facility for the purpose of raising monies for proposed projects/or programs that benefit the community's needs and interests, must indicate in writing on the Facility Reservation Form how the anticipated profits will be spent.



- Weddings and special events that exceed the facility's capacity may require a special event permit and incur additional fees. If additional fees or permits are needed, your contact information will be given to the City Clerk.
- Tents over 10 feet require a permit issued by the City of Oak Creek and will be provided a tent placement map. Please let your tent rental company know in advance that **tents used at Lake Vista cannot be staked**. Tents bigger than 20'x50' are not allowed at Henry Miller Pavilion but tents can be staked at that pavilion.
- All trash must be removed from the shelters and pavilions and disposed of in the proper area.
- Charcoal must be disposed of in the green barrels labeled for this purpose.
- All city ordinances apply.
- Damage to walls, ceilings, light fixtures, etc., from the use of tape, fasteners, or decorations of any kind will result in the loss of security deposit. The use of confetti or silly string is strictly prohibited.
- Permits may be revoked immediately at the discretion of the coordinator or local authorities, if the terms of permit are misrepresented, violated, or when public safety is threatened. Permits revoked for failure to abide by ordinances will result in forfeiture of all fees and the inability to rent City of Oak Creek facilities in the future.
- Vehicles must park in appropriate street or parking lot areas. No vehicles are allowed on park pathways, grass areas, patios, etc.
- Monies raised or personal donations to the City of Oak Creek or any of its departments does not give the permit requester any kind of rental priority. Current or future.

### Cancellation Procedures

#### Shelters –

- If your event is cancelled due to severe weather, we will be happy to help you reschedule your rental or have fees applied to your account provided you contact the office the first business day after the cancellation during normal business hours (9am-3pm Monday – Thursday and Fridays 9am-Noon) at 414-766-7920. No refunds will be provided.

#### Pavilions -

Friday through Sunday (including holidays):

- A refund of 50% of the rental fee will be given for cancellation notices received by the Leisure Services Assistant 30 days or more prior to the event date.
- The full fee is forfeited for a cancellation notice received by the Leisure Services Assistant 29 days or less prior to the event **unless** the department is able to secure a rental for the pavilion for the date of the cancellation. The department will issue a refund of 50% of the rental fee to the original renter.

Monday through Thursday rentals are non-refundable if cancelled.

- If your event is cancelled due to severe\*\* weather, we will be happy to help you reschedule your rental provided you contact the office the first business day after the cancellation during normal business hours (9am-3pm Monday – Thursday and Fridays 9am-Noon) at 414-766-7920.  
\*\* Severe weather is defined as weather resulting in a significant number of businesses and/or school closings in the Oak Creek area.

### **Winter Pavilion Rental Information**

- Pathways to the pavilions are plowed as soon as possible after the public roads and public walkways have been cleared. Please note that pathways may be snow covered and/or icy at times.
- Salt will be available for use as needed. Please use responsibly. Salt can be detrimental to water sources, wildlife and plants.
- The heat in the pavilions is maintained at 60 degrees. It is raised to 68 degrees for paid rentals.

### **Pavilion Rental Fees**

#### **Henry Miller Park Pavilion**

Friday – Sunday (including holidays)

Residents – \$150 Summer/\$110 Winter

Non-residents – \$300 Summer/\$220.00 Winter

Monday – Thursday

Resident – \$55 year-round

Non-resident – \$110.00 year-round

#### **Lake Vista Pavilion**

Friday – Sunday (including holidays)

Residents – \$475.00 Summer/\$250.00 Winter

Non-residents – \$950.00 Summer/\$500 Winter

Monday – Thursday

Resident – \$250 Summer/\$25 per hour Winter (2-hour minimum required).

Non-resident – \$500.00 Summer/\$50 per hour Winter (2-hour minimum required)

## **Shelter Rental Fees**

### **Abendschein 40' outdoor shelter**

Residents – \$28 flat fee 1-4 hours, \$8 per hour after 4 hours

Non-residents – \$56 flat fee 1-4 hours, \$16 per hour after 4 hours

### **28' outdoor shelters (various locations)**

Residents – \$20 flat fee 1-4 hours, \$6 per hour after 4 hours

Non-Residents – \$40 flat fee 1-4 hours, \$12 per hour after 4 hours

### **Lake Vista Bluff Shelters #1 and #2**

Residents – \$30 flat fee 1-4 hours, \$9 per hour after 4 hours

Non-residents – \$60 flat fee 1-4 hours, \$18 per hour after 4 hours

### **Daily Rental Fee for Oak Creek Service Organizations: Boy Scouts, Girl Scouts, etc.**

- Applies to rentals at Henry Miller Pavilion only.
- Available Monday through noon on Friday. No charge/building “as is”.
- Friday after 12 noon, weekends and Holidays: Full rental price.

## **Security Deposits**

**Henry Miller Park Pavilion \$100.00    Lake Vista Pavilion \$200.00**

- Security deposits are required for ALL rentals, including service organizations. City of Oak Creek events (i.e. Celebrations Committee) are exempt from requiring deposits.
- Security deposits can be made by credit card or cash (no checks accepted for security deposits)
- Pavilions are inspected after each rental. Security deposits will be returned upon receipt of the pavilion keys and a completed staff inspection that reveals no damage, excessive clean up, violation of rental policy, etc.
- No security deposit is required for any open-air shelter.



## COMMON COUNCIL REPORT

**Item:** The Oaks at 8100 Development Agreement

**Recommendation:** That the Common Council adopts Resolution No. 12295-011822 approving The Oaks at 8100 Development Agreement with Decker Properties, Inc. for the design and construction of public improvements for the development located at 8100 & 8146 S. 27<sup>th</sup> Street and 8100 S. Orchard Way (Tax Key Nos. 810-9012-001, 810-9005-000 and 810-9013-001) (Project Nos. 22050 and 22051) (2<sup>nd</sup> District).

**Fiscal Impact:** Developer will be responsible for their 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

**Background:** Decker Properties, Inc. has proposed developing lands at 8100 & 8146 S. 27<sup>th</sup> Street and 8100 S. Orchard Way. This Development Agreement establishes the developer's responsibilities and obligations for the installation of the public and private infrastructure and storm water management required for a functional site development. The public infrastructure includes water main, extension of S. Orchard Way and roadway improvements along the S. 27<sup>th</sup> Street. The extension of S. Orchard Way will terminate in a cul-de-sac at the north property line and include water main, sanitary sewer, storm sewer, street lighting, asphalt pavement, concrete sidewalk and street trees. The agreement also includes private interceptor sanitary sewer as this requires all the strict specifications, approvals and inspection needs of public sanitary sewer. The agreement outlines that the design and construction of these facilities will be in accordance with all City and other applicable local and state codes, and that they will be inspected by the City during construction and funded by the developer.

**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.

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared/Approved:

Matthew J. Sullivan, PE  
City Engineer

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator/Comptroller

Approved:



Brian L. Johnston, PE  
Utility Engineer

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**Attachments:** The Oaks at 8100 Development Agreement, Resolution 12295-011822

**RESOLUTION NO. 12295-011822**

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

**RESOLUTION APPROVING THE  
OAKS AT 8100 DEVELOPMENT AGREEMENT**

**TAX KEY NOS. 810-9012-001, 810-9005-000  
and 810-9013-001**

**(2<sup>nd</sup> ALDERMANIC DISTRICT)**

WHEREAS Chapter 14 of the City of Oak Creek Municipal Code requires that a Development Agreement be entered into prior to the required public improvements being installed.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the Development Agreement, attached hereto and incorporated herein by reference, by and between DECKER PROPERTIES, INC and the CITY OF OAK CREEK, is hereby approved.

BE IT FURTHER RESOLVED that any necessary technical corrections to the Development Agreement that are approved by the City Engineer and City Attorney are hereby authorized.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Development Agreement on behalf of the City, and upon execution by both the City and the Developer, the City Clerk is hereby directed to record the same in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18<sup>th</sup> day of January, 2022.

Passed and adopted this 18<sup>th</sup> day of January, 2022.

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

Approved this 18<sup>th</sup> day of January, 2022.

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

ATTEST:

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

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

THE OAKS AT 8100  
DEVELOPMENT AGREEMENT  
Document Title

Document Number

Recording Area

Name and Return Address:  
Douglas W. Seymour, Director  
Department of Community Development  
8040 South 6<sup>th</sup> Street  
Oak Creek, WI 53154

810-9012-001, 810-9005-000  
& 810-9013-001

Parcel Identification Number (Pin)

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, by and between Decker Properties, Inc., hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City", each a "Party" and both the "Parties";

WITNESSETH:

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

Part of Lots 1 & 3 of Certified Survey Map No. 7769 recorded in the office of the Register of Deeds for Milwaukee County on June 07, 2006 as Document No. 09248022, and Parcel 1 of Certified Survey Map No. 4431 recorded in the office of the Register of Deeds for Milwaukee County on March 7, 1984, as Document No. 5698638, all being part of the Southeast 1/4 & Southwest 1/4 of the Northwest 1/4 of Section 18, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 18; thence North 00°-01'-54" West along the West line of said Northwest 1/4, a distance of 1,196.33 feet; thence North 89°-07'-25" East, a distance of 80.01 feet to the point of beginning, said point also being the Northwest corner of Lot 1 of said Certified Survey Map No. 7769; thence continuing North 89°-07'-25" East along the North line of said Certified Survey Map No. 7769, a distance of 1,419.90 feet to the Northeast corner of said Lot 3, thence South 05°-29'-22" West along an East line of said Lot 3, a distance of 291.18 feet; thence South 26°-35'-24" West along an East line of said Lot 3, a distance of 193.05 feet; thence South 05°-44'-21" West along an East line of said Lot 3, a distance of 333.38 feet to the North line of Phase 1 of Colonial Woods Condominium Plat recorded in the office of the Register of Deeds for Milwaukee County on October 30, 2007, as Document No. 9516206; thence South 88°-38'-30" West along said North line, a distance of 1,272.05 feet to the Easterly right-of-way line of S. 27th Street; thence North 00°-01'-54" West, a distance of 802.62 feet to the point of beginning.

Said lands contain 1,071,388 square feet or 24.596 acres, hereinafter called the "Property"; and

WHEREAS, the Developer has submitted a development plan titled "The Oaks at 8100", Tax Key Nos. 810-9012-001, 81-9005-000, and 810-9013-001, encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City Municipal Code for the purpose of creating a Planned Unit Development consisting of Four (4) – 44 Unit buildings, One (1) – 10 Unit building, Two (2) – 8 Unit buildings, Two (2) – 6 Unit buildings, One (1) – 4 Unit building, and One (1) club house with pool, hereinafter called the "Development"; and

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

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

WHEREAS, Developer will submit to the City final engineering plans which, when approved by the City, shall set forth the final plans and specifications of the improvements necessary for the Development; and

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

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 Development providing that the Developer agrees to undertake and assume certain obligations and conditions as hereinafter described.

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

1. Final Engineering Plans. Any reference herein to "Final Engineering Plans" shall mean those certain engineering plans prepared by Excel Engineering with the latest revision date, to be approved and signed by the City Engineer.
2. Existing Improvements. The Development is served and will benefit by the existing sanitary sewer and water main as installed within South Orchard Way and S. 27th Street.
3. Project Phasing. The proposed development will be constructed in three phases as shown in Exhibit C. Before construction of improvements in any phase commences, including building construction, the Developer must receive the City Engineer's written approval to proceed, which approval shall not be unreasonably withheld, delayed, or conditioned for all public infrastructure, grading and drainage, erosion control, MMSD and DNR approval for the entire development. Phases are related to the construction of certain improvements as specified below.

#### PHASE 1

- A. Phase 1 shall consist of the site Buildings A1 – 44 Unit building, B1 – 10 Unit building, C1 – 8 Unit building, One (1) - club house with pool, South Orchard Way extension, White Oak Way (private roadway), portions of Red Oak Lane (private), parking for building A1 and club house, public utility infrastructure and storm water facilities as shown in Exhibit C. Following execution of this Agreement and the City Engineer's written approval of the entire site, grading and erosion control plans, said Phase 1 improvements may proceed.
- B. All site utility work shall be continuous and not phased.
- C. The club house and pool must be completed prior to or concurrent with the issuance of occupancy permits for any residential building within Phase 1.
- D. The foundations for Buildings A1, B1, and C1 as shown in Exhibit C may be constructed once site utilities are completed on Red Oak Lane, White Oak Way and South Orchard Way.
- E. The water main and fire hydrant system deemed necessary and approved by the City Engineer and Fire Chief shall be constructed and approved prior to the storage of any combustible materials on site and/or the building construction proceeding above grade.

- F. The temporary access for emergency equipment shall be installed by the developer and approved by the Fire Chief prior to the storage of any combustible materials on site and/or the building construction proceeding above grade for each section of Phase 1.
- G. Sanitary sewer and storm sewer mains deemed necessary and approved by the City Engineer shall be designed and constructed as provided by this Agreement and Exhibit A, and certified complete and approved by the City Engineer prior to building construction proceeding above grade for the site.
- H. Red Oak Lane, White Oak Way and South Orchard Way, as shown on Exhibit C, shall be constructed to stone grade prior to building construction proceeding above grade for the site. The roads shall be paved as per this Agreement and approved by the City Engineer and Fire Chief prior to issuance of individual occupancy permits for the buildings.
- I. The private pavement and sidewalk as shown on Exhibit C shall be designed and constructed prior to issuance of individual occupancy permits for the buildings in Phase 1.
- J. Public improvements to STH 241 as required by WisDOT for the project shall be designed and constructed prior to issuance of individual occupancy permits for the buildings in Phase 1.

## PHASE 2

- A. Phase 2 shall consist of the site Buildings A2 – 44 Unit building, C2 – 8 Unit building, C3 & C4 – 6 Unit buildings, C5 – 4 Unit building, portions of Red Oak Lane (private) and parking as shown in Exhibit C.
- B. The temporary access for emergency equipment shall be installed by developer and approved by the Fire Chief prior to the storage of any combustible materials on site and/or the building construction proceeding above grade.
- C. The private pavement and sidewalk as shown on Exhibit C shall be designed and constructed prior to issuance of individual occupancy permits for the buildings in Phase 2.

## PHASE 3

- A. Phase 3 shall consist of the site Buildings A3 & A4 – 44 Unit buildings and parking as shown in Exhibit C.
- B. The temporary access for emergency equipment shall be installed by developer

and approved by the Fire Chief prior to the storage of any combustible materials on site and/or the building construction proceeding above grade.

- C. The private pavement and sidewalk as shown on Exhibit C shall be designed and constructed prior to issuance of individual occupancy permits for the buildings in Phase 3.
  - D. Developer may elect to proceed with multiple phases of grading at any time following execution of this Agreement once the City Engineer has provided written approval of the entire site's grading and erosion control plans, which include the construction of applicable storm water management facilities.
  - E. Any building construction that occurs above ground without a building permit, and without satisfying the conditions set forth in this Agreement, is subject to a \$5,000 per day forfeiture per building.
4. Deferred Special Assessments – There are no outstanding special assessment payments required for this agreement. Developer shall also sign the Waiver of Special Assessment Notice and Hearing attached at Exhibit B.
5. Bike Path and Impact Fees - A bike path acquisition fee of \$50.00 per parcel or dwelling unit, as applicable, is required of all residential developments. The impact fees established for the City under Ordinance 2562 shall also apply to this development. The Developer agrees to pay the \$50.00 bike path fee and the appropriate impact fees, per dwelling unit, created by this Development, at the time a building permit is issued.
6. Conditions and Time Period to Install Improvements - The Developer, entirely at its expense, shall, upon receipt of the notice to proceed from the City, complete the public improvements, hereinafter called the "Improvements", in accordance with the requirements set forth in Exhibit A and as set forth in the Final Engineering Plans.
- A. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate all public improvements along White Oak Way and South Orchard Way to the City and along STH 241 to Wisconsin Department of Transportation (WisDOT), as applicable.
  - B. In the event the Developer does not complete the installation of the Improvements in accordance with the Final Engineering Plans or the terms of Exhibit A, the City shall, upon written notice to the Developer and the expiration of a reasonable cure period (3 months from certified receipt of notice, to be reasonably extended due to force majeure or other factors beyond Developer's control), have the authority to complete same and take title to said Improvements. Upon the City's completion thereof, without notice of hearing, the City may impose a special assessment for the reasonable actual cost of said completion upon the Property, payable with the next succeeding tax roll.

- C. In accordance with Sections 3.200 through 3.222 of the City Municipal Code and under Sections 66.0701 through 66.0733 of the Wisconsin Statutes and other applicable statutory provisions, the City may exercise its power to levy special assessments for the public improvements that shall benefit the Development and which have not been put installed by the Developer.
7. Items Required Prior to installation of Erosion Control - Prior to the commencement of construction consistent with the required erosion control plan, the City Engineer shall ensure:
- A. Approval of all plans required in Paragraph IV of Exhibit A.
  - B. Issuance of erosion control permit.
8. Items Required Prior to start of Site Work - Prior to the commencement of site work, including but not limited to clearing and grubbing, grading, footings and foundations and construction of the approved storm water management facilities, the City Engineer shall ensure:
- C. Approval of all plans required in Paragraph II and III in Exhibit A.
  - D. Developer has issued a notice to proceed to its contractor(s).
  - E. Developer and City have arranged a preconstruction conference.
  - F. All pertinent approvals have been attained from the Milwaukee Metropolitan Sewerage District for the storm water management plan.
  - G. Developer has attained and provided to the City Engineer the approved Notice of Intent from the Wisconsin Department of Natural Resources.
  - H. Developer has received City approval of the Storm Water Management Plan and Maintenance Agreement.
9. Items Required Prior to start of Private Sanitary Sewer and Public Infrastructure Construction - Prior to the commencement of construction of private sanitary sewer and public infrastructure construction, the City Engineer shall ensure:
- A. Approval of all plans required in Exhibit A.
  - B. Developer has issued a notice to proceed to its contractor(s).
  - C. Developer and City have arranged a preconstruction conference.

- D. All pertinent approvals have been obtained from the Milwaukee Metropolitan Sewerage District and the State of Wisconsin Department of Natural Resources. The review and approval of sanitary sewer and water main plans by the City (and its Utility), MMSD and WDNR occur independently. Approvals are based in part on each system's ability to handle the proposed additional sanitary sewer waste flows.
  - E. Developer has arranged for the City to inspect the proposed construction of the public infrastructure and private sanitary sewer main.
  - F. Developer has received City approval of the Storm Water Management Plan and Maintenance Agreement.
  - G. City has issued building permits.
10. Phased Development Approval - Upon certification by the City Engineer and City Fire Chief that all of the required Improvements within a phase are constructed, inspected, and found to be in compliance with City requirements, development approval for individual phases may be granted by the Common Council. The City and Developer have mutually agreed upon a phasing plan per Exhibit C. Development approval for the entire project will be granted by the Common Council upon certification by the City Engineer and City Fire Chief that all agreement requirements have been satisfied.
11. Reimbursement of Costs - The Developer shall, within thirty (30) days of receipt of an itemized invoice, reimburse the City for all reasonable and outstanding fees, expenses, costs, and disbursements which were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the Improvements. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials for public improvements.
12. Workmanship Guarantee - Developer shall guarantee the public improvements described in Exhibit A against defects due to faulty materials or workmanship for a period of one year from the date of dedication of the public improvements. Pursuant to Paragraph 14.B., the Developer shall establish a security deposit, in the amount of 10% of total construction costs of the public improvements, to cover the guarantee period for each of the public improvements. The maintenance obligations regarding the private internal streets are the Developer's in perpetuity. Until that time, responsibility for the adjacent public streets will be assigned as follows:
- A. Pavement maintenance caused by the construction activities, including any repairs and street sweeping, shall be the Developer's responsibility. Snow plowing along South Orchard Way shall be the City's responsibility. Snow plowing along STH 241 shall be Milwaukee County's responsibility.

- B. If street repairs and/or street sweeping are not satisfactorily performed by the Developer; the City shall, after notice to Developer and reasonable time to cure, perform such with its own forces or hired contractors and charge the Developer accordingly for actual manpower, equipment and materials, plus 10% administration and overhead. Developer's responsibility with respect to the streets shall terminate upon approval of the building occupancy.
13. Hold Harmless - The Developer shall, for a period of one (1) year from the date of final City approval of the subject phase of the Improvements (on an Improvement by Improvement basis), indemnify and save harmless the City, and its officers, agents and employees (hereinafter "City Representatives"), from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever is owed, which may in any manner, except the negligence or misconduct of City or City Representatives, result from the (i) negligent construction or maintenance of the Improvements pursuant to the terms of this Agreement, (ii) violation of any law or ordinance, (iii) infringement of any patent, trademark, tradename or copyright, and (iv) the use of road Improvements prior to their formal dedication to the City and WisDOT as provided in Paragraph 6.A. hereof.
14. Financial Guarantees and Billing
- A. No letter of credit or bond is required under this Agreement.
- B. Security Deposit - Prior to and as a condition of Final Engineering Plan approval, the Developer shall deposit the sum of money in cash or certified check as required under Paragraph 12 with the City as the Security Deposit (hereinafter referred to as "Collateral"), to secure the prompt, full and faithful performance by Developer of each and every provision of this Agreement and all obligations of the Developer hereunder. The City is not required to hold the Collateral in any special or trust account, but may commingle the Collateral with other funds of the City. Interest shall be paid to the Developer on the Collateral. If the Developer fails to perform any of its obligations hereunder following the expiration of any applicable notice and cure period, the City may use, apply or retain the whole or any part of the Collateral together with interest therein, if any, for payment of: (a) Sums of money due from the Developer under this Agreement; (b) Any sum expended by the City on the Developer's behalf in accordance with this Agreement; and/or (c) Any sum which the City may expend or be required to expend by reason of the Developer's default under this Agreement.

The use, application or retention of the Collateral, or any portion thereof, by the City shall not prevent the City from exercising any other right or remedy provided by this Agreement or by law (it being intended that the City shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which the City may otherwise be entitled. If any portion of the Collateral is used, applied or retained by the City for the purposes set forth above,

Developer agrees, within ten (10) days after the written demand therefore is made by the City, to deposit cash with the City in an amount sufficient to restore the Collateral to its original amount.

Without limitation as to the obligations secured, the Collateral shall also secure the following specific obligations of the Developer to make to the City:

- 1) Completion of landscaping within public right-of-way, if any, including establishment of vegetative cover.
- 2) Payment of reasonable anticipated in-house administrative and inspection fees with deposit of \$5,000.
- 3) Maintenance of public improvements as described in Paragraph 12.
- 4) \$250 per street tree spaced at 50 feet along both sides of the public street.

The City will release to the Developer all funds from the Collateral, including interest, after the Developer fully and faithfully complies with all of the provisions of this Agreement and completes the above-listed items, all to the satisfaction of the City Engineer, which approval shall not be unreasonably withheld, delayed, or conditioned, less amounts, if any previously applied by the City for the obligations secured hereby. If the Developer's obligations hereunder to the City, including but not limited to, costs of the above-enumerated improvements, exceed the amount of the Collateral, the Developer is responsible for payment of the balance to the City within 30 days of billing.

C. Billing - The City shall bill the Developer quarterly as costs are incurred by the City. In the event the Developer fails to make payment to the City within 30 days of billing, interest shall accrue on the unpaid balance at the rate of 15% per annum. The City shall, without notice of hearing, impose a special assessment for the amount of said unpaid costs upon the Property, payable with the next succeeding tax roll.

15. Inspection - The City or its agents shall, at the Developer's cost, provide full-time inspection of all of the Improvements outlined in Exhibit A to the Agreement.
16. Easements - The Developer shall acquire and dedicate to the City all public easements and right-of-way necessary to install and maintain public improvements required by this Agreement. Permanent easements and deeds, on forms acceptable to the City, on or through private lands, shall be negotiated and obtained by the Developer, at its expense. The Developer shall provide just compensation for the easements in accordance with the City's easement acquisition policy.
17. Changes to Plans and Specifications - The City Engineer may make reasonable

changes to the Final Engineering Plans for any public improvements which are reasonably necessary to (i) correct oversights, omissions, and errors, (ii) compensate for changing site conditions, or (iii) complete fully the work in accordance with sound engineering practice. The Developer shall perform the work as changed entirely at its expense without any claim for reimbursement.

18. Notices - If notice is required to City or Developer it may be given by reputable overnight delivery service, prepaid and addressed as follows:

If as to City:                               City of Oak Creek  
Oak Creek City Hall  
8040 S. 6th Street  
Oak Creek, Wisconsin 53154  
Attention: City Engineer

With a copy to:                            City of Oak Creek  
Oak Creek City Hall  
8040 S. 6th Street  
Oak Creek, Wisconsin 53154  
Attention: City Attorney

If as to Developer:                        Decker Properties, Inc.  
250 N Sunny Slope Road  
Suite 290  
Brookfield, WI 53005  
Attention: David Decker

The persons to whom notice should be sent may be changed in writing from time to time by sending notice to the other party as provided herein.

19. Miscellaneous

- A. All construction required by this Agreement shall be carried out and performed in a sequence to be mutually agreed to by Developer and the City Engineer.
- B. Developer shall properly locate and install all survey or other monuments required by State Statute or City Ordinance.
- C. Recording of this Agreement shall be accepted by the City as adequate provision for the 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. Upon Developer satisfying all of its obligations under this Agreement, the Common Council of the City of Oak Creek shall adopt a resolution releasing the Developer from the terms of this Agreement.
- G. Developer shall provide specifications in the latest Adobe pdf electronic format.
- H. Developer shall provide all construction plans in the latest Adobe pdf electronic format.
- I. Occupancy permits will be issued upon a building-by-building basis subject to the following items being substantially completed prior to issuance of an occupancy permit for any building within any phase of the development:
  - 1) Asphalt binder course is installed on main access road leading to the building as well as any asphalt that surrounds the building as detailed on Exhibit C.
  - 2) The public improvements and pavement of South Orchard Way shall be completed and approved by the City Engineer as detailed on Exhibit C.
  - 3) Exterior skin of the building is completed.
  - 4) Exterior building mounted lighting is installed on the building.
  - 5) Sidewalks associated with the building have been completed.
  - 6) Final grading around the building is completed.
  - 7) Landscaping around the building is completed. Notwithstanding the foregoing, in the event landscaping is not completed at time of occupancy due to winter weather conditions, Developer will make a cash deposit in the amount of \$10,000.00 per building that is occupied without landscaping completed. This deposit will be returned to the Developer upon completion of the landscaping around each building for which the deposit was made. In no event shall landscaping of a building be completed more than one (1) year from the date of issuance of an occupancy permit for the specific building.
  - 8) Sanitary sewer and storm sewer mains deemed necessary and approved by the City Engineer shall be designed and constructed as provided by this agreement and Exhibit A and certified complete and approved by the City Engineer prior to issuance of the occupancy permits for the buildings in the specific phase.

- 9) Street lighting and parking lot lighting is completed for the section of each phase of buildings.
- J. In the event of any conflict between the terms of this Agreement (inclusive of Exhibit A) and the terms of applicable City codes and ordinances, the terms of this Agreement shall govern and control. In the event of any conflict between the terms of this Agreement (inclusive of Exhibit A), the terms of applicable City codes and ordinances and the Final Engineering Plans, the City codes and ordinances shall govern and control.
- K. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be fully severable from this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain fully enforceable in accordance with its remaining terms.
- L. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when together shall constitute one and the same agreement by and among the Parties.

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

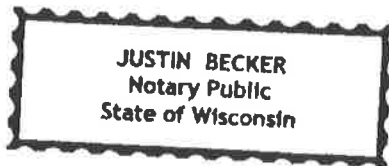
In presence of:

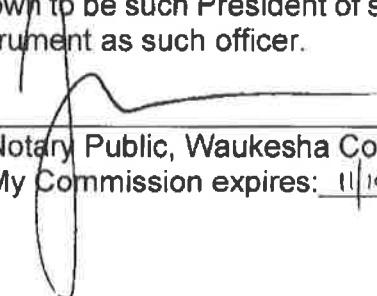
Decker Properties, Inc.

By:   
David Decker, President

STATE OF WISCONSIN)  
SS.)  
WAUKESHA COUNTY)

Personally came before me this 5<sup>th</sup> day of January, 2021, the above-named David Decker of Decker Properties, Inc. to me known to be the person who executed the foregoing instrument and to me known to be such President of said corporation, acknowledged that he executed the foregoing instrument as such officer.



  
Notary Public, Waukesha County, WI  
My Commission expires: 11/14/23

(signatures continued on following page)



## EXHIBIT A

### CITY OF OAK CREEK CITY ENGINEER'S REPORT THE OAKS AT 8100

#### 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 July 18, 1995, and all incorporated amendments thereof, as provided on the Oak Creek Engineering website at the time of City's approval of the improvements.

The following are the general required improvements, plans, and conditions, all of which will be provided with greater specificity on the Final Engineering Plans, which are incorporated herein by reference:

#### II. GRADING AND DRAINAGE

##### A. Required Improvements

Design, install, and provide grading of land as necessary to establish a building pad, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff 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 condition and proposed finished floor grades.
2. System plan showing all tributary areas to the proposed site drainage and downstream analysis. Included on the system plan shall be all proposed and existing drainage structures.
3. Building grading plan showing only proposed building grades.
4. Storm water management plan that meets current City Ponding 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 property corners, main ditches, and detention 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, building pads, and drainage swales.
  - D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching as soon as possible to prevent erosion.
  - E. The Developer is responsible for restoring all damage to finished grades and vegetative cover caused, but not restored by, utility companies providing service to the Development.
  - F. After site grading is completed, the Developer shall place a minimum of 3" of topsoil on all exposed soil. Developer may request to remove excess topsoil from the site with a written request detailing the removal methods to the City Engineer. No excess topsoil shall be removed without the written authorization from the City Engineer.
  - G. Established grass seed or sod must be in place along the private roadway edge, a minimum of six (6) feet behind the curb, pond slopes and the slopes adjoining the property line, and wetlands, before the building occupancy is authorized for buildings within that section of each Phase in which the improvements are located.
  - H. 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, or as otherwise approved by Developer's geotechnical engineer.
  - I. Except for the club house, the one (1) proposed detention ponds that affect and serve drainage for the Development must be installed prior to the start of building foundations.

### III. **STORM DRAINAGE SYSTEM**

#### A. Required Improvements

Design, install, and provide a complete storm drainage system, including

culverts, curb and gutter, storm sewer and/or open ditches as required to adequately convey surface water from and through the Development. Storm sewer shall not be considered public infrastructure and shall be owned and maintained by the Developer or its assignee.

B. Plans and Specifications

1. Storm sewer plans.
2. Storm sewer calculations.
3. Storm sewer system plan update.

C. Mainline storm sewer must be installed to provide a downspout connection to all proposed buildings.

D. Additional considerations will be required on all ditch slopes exceeding five (5) percent. All roadside ditches or areas within drainage easements shall have a minimum one (1) percent slope. Ditch flow line slopes with less than one (1) percent will require storm sewer.

E. All roof drains and sump pumps will discharge into a storm sewer or to other outlets approved by the City Engineer.

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

A. Required Improvements

Installation and construction of Best Management Practices in the proposed Development that shall conform with the most current edition of the Department of Natural Resources Technical Standards.

B. Plans and Specifications

Control plan for land-disturbing activities showing existing contours onto adjacent lands to the extent that allows the determination of drainage patterns pre and post construction. 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 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 in accordance with the City's Erosion Control Ordinance and all applicable State and Federal requirements. If winter shutdown prevents the establishment or maintenance of a cover crop, anionic polyacrylamide (PAM) may be permitted by the City Engineer. Anionic PAM shall not be permitted to be used in the terrace area of the public road right-of-way. If approved, the use of the anionic PAM shall be performed under inspection and meet the Wisconsin Department of Natural Resources Technical Standards. This does not apply to the immediate building site area that is subject to workers and equipment in and around the perimeter of a new structure.

**V. SANITARY SEWER – PUBLIC AND PRIVATE INTERCEPTOR**

A. Required Improvements

Design, install, and provide a complete private interceptor 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, MMSD, and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Sanitary sewer plans, specifications, and design calculations.
2. The City will furnish "as-built" plans of the entire system, 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 MMSD, the State of Wisconsin, and South-eastern Wisconsin Regional Planning Commission.

C. Installation of one sanitary sewer lateral from the sanitary sewer main, to within five (5) feet of each proposed building.

D. Upon completion, furnish and provide to the City a complete summary of the actual construction costs for sanitary sewer.



## **VI. WATER - PUBLIC**

### **A. Required Improvements**

Design, install, and provide a complete public 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 copies of all easements.
2. The City will create "as-built" plans of the entire system, including hydrant and valve locations, and the location and elevation of laterals, 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 the site, where appropriate, shall be recorded.

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 within five (5) feet of each proposed building.

E. Provide hydrant marker flags for each installed public fire hydrant.

## **VII. STREETS**

### **A. Required Improvements**

A 33', back of curb to back of curb, roadway construction with 31" concrete curb and asphalt pavement within the public right-of-way along South Orchard Way. The pavement section shall be comprised of a 10" crushed stone base, pavement edge drains at low points, 31" curb and gutter section, 3-1/4" asphalt binder course and a 1-3/4" layer of asphalt surface course, 5' sidewalk and street lighting.

All pavement markings required for this Development shall be approved by

the City Engineer and meet the TIA requirements.

White Oak Way, all other drives and parking areas will be private in this Development and shall be owned and maintained by the Developer or its assignee.

All improvements along STH 241 (South 27th Street) shall be in accordance with the requirements and permitting of WisDOT.

## **VII. STREET LIGHTING**

### **A. Required Improvements**

A 480-volt LED street lighting system including poles, fixtures, controller, concrete anchor bases, cable-in-duct, junction boxes and other appurtenances is required.

### **B. Plans and Specifications**

1. Street lighting plans, on the paving plans, showing the anchor base, C-N-D, connection to existing lighting system, and junction box locations.

2. Lighting design calculations.

C. The Developer shall be required to maintain/repair the street lighting until the streets are dedicated to the City.

D. The luminaire is to be LED as approved by the Engineering Department.

## **VIII. MISCELLANEOUS**

### **DEVELOPER SHALL:**

A. be responsible to preserve existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.

B. repair all damage to roads caused by construction operations.

C. submit a landscape plan for any screen plantings, berms, and entrances. Installation of landscaping shall be in accordance with approved plan.

D. acquire all required underground utility easements.

E. show all sanitary, drainage, and other public utility easements on the

certified survey map ("CSM") or plat. If required easements are omitted, or errors are detected on the CSM or plat, the Developer shall make all necessary modifications to the CSM or plat at its expense.

- F. design and install all required sidewalk and/or bikeways.

**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 MMSD.
- C. Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.
- D. State of Wisconsin, Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- E. The Wisconsin Department of Natural Resources Erosion Control Technical Standards.

**X. SPECIAL PROVISIONS**

The development process shall strictly conform to the conditions set forth in the Development Agreement. Request for building occupancy approval is subject to the City Engineer's certification (not to be unreasonably withheld or delayed) that all Improvements required to be installed are satisfactorily completed. The City will not accept deposits in lieu of completion of the Improvement prior to building occupancy approval.

Approved by:

---

Matthew J. Sullivan, P.E.  
City Engineer

---

Date

## 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 the Owners of the property that shall benefit by the following proposed public improvements:

Water main, Sanitary Sewer, Storm Sewer, Streets and Street lighting contemplated under this agreement

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 improvement will benefit our property and consent to the levying of special assessments against our premises under Sections 66.0701 through 66.0733 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 City Municipal Code, and we further agree and acknowledge the benefit to our properties from the construction of such improvement.

Description of premises that shall benefit:

Part of Lots 1 & 3 of Certified Survey Map No. 7769 recorded in the office of the Register of Deeds for Milwaukee County on June 07, 2006 as Document No. 09248022, and Parcel 1 of Certified Survey Map No. 4431 recorded in the office of the Register of Deeds for Milwaukee County on March 7, 1984, as Document No. 5698638, all being part of the Southeast 1/4 & Southwest 1/4 of the Northwest 1/4 of Section 18, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 18; thence North 00°-01'-54" West along the West line of said Northwest 1/4, a distance of 1,196.33 feet; thence North 89°-07'-25" East, a distance of 80.01 feet to the point of beginning, said point also being the Northwest corner of Lot 1 of said Certified Survey Map No. 7769; thence continuing North 89°-07'-25" East along the North line of said Certified Survey Map No. 7769, a distance of 1,419.90 feet to the Northeast corner of said Lot 3, thence South 05°-29'-22" West along an East line of said Lot 3, a distance of 291.18 feet; thence South 26°-35'-24" West along an East line of said Lot 3, a distance of 193.05 feet; thence South 05°-44'-21" West along an East line of said Lot 3, a distance of 333.38 feet to the North

line of Phase 1 of Colonial Woods Condominium Plat recorded in the office of the Register of Deeds for Milwaukee County on October 30, 2007, as Document No. 9516206; thence South 88°-38'-30" West along said North line, a distance of 1,272.05 feet to the Easterly right-of-way line of S. 27th Street; thence North 00°-01'-54" West, a distance of 802.62 feet to the point of beginning.

Said lands contain 1,071,388 square feet or 24.596 acres.

Decker Properties, Inc.

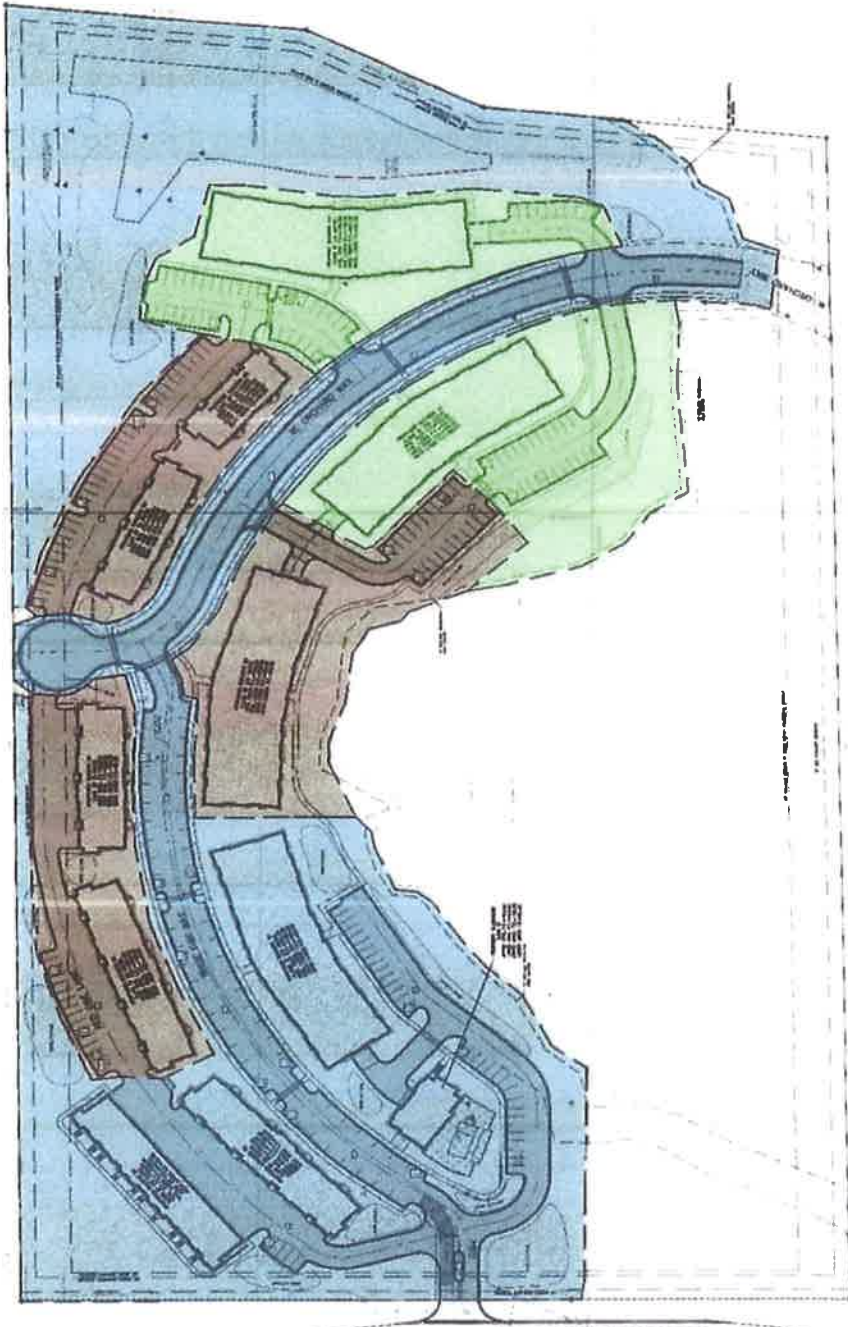
By:

  
David Decker, President

Date

1/5/2022

EXHIBIT C  
PROJECT PHASE



- Anticipated Phase 1
- Anticipated Phase 2
- Anticipated Phase 3



## COMMON COUNCIL REPORT

**Item:** Municipal Watermain and Utility Easement Lakeshore Commons

**Recommendation:** That the Common Council adopts Resolution No. 12292-011822, a resolution approving a Municipal Watermain and Utility Easement at Lakeshore Commons. (Tax Key No. 868-9005-000) (4th Aldermanic District)

**Fiscal Impact:** None

**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 part of the proposed Lakeshore Commons development there is a need for easements on the public infrastructure that are not located along a public street. This variable width easement will provide the Utility with access for maintaining the public watermain. The 74' wide utility easement will provide an easement for the existing road that serves the west side of the park pavilion. This covers the existing water, sanitary, storm, street lighting and roadway. The utility easement will be vacated in the final platting that dedicates the public right-of-way.

**Options/Alternatives:** None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Brian L. Johnston, PE  
Utility Engineer

Fiscal Review:

Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Approved:

Michael J. Sullivan, PE  
General Manager

Approved:

Matthew J. Sullivan, PE  
City Engineer

**Attachments:** Resolution 12292-011822, Municipal Watermain and Utility Easement

RESOLUTION NO. 12292-011822

RESOLUTION APPROVING A MUNICIPAL WATERMAIN AND  
UTILITY EASEMENT WITH F STREET OCLV, LLC  
(Lakeshore Commons)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Municipal Watermain and Utility Easement with F Street OCLV, LLC (“Easement”) is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute and the City Clerk to attest to the Easement in behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18<sup>th</sup> day of January, 2022.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

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



MUNICIPAL WATERMAIN AND  
UTILITY EASEMENT

Document Number

Document Title

EASEMENT NO \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

GRANTOR:

F STREET OCLV, LLC

Recording Area

Name and Return Address:

Brian Johnston, PE  
Oak Creek Water and Sewer Utility  
170 West Drexel Avenue  
Oak Creek, WI 53154

Part of 868-9005-000  
Parcel Identification Number (PIN)

MUNICIPAL WATERMAIN AND UTILITY EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of January, 2022, by and between F Street OCLV, LLC, party of the first part, hereinafter referred to as "Grantor", and the City of Oak Creek, a Wisconsin municipal corporation, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary a municipal watermain and utility easement and appurtenances in, under, over and across the real property of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A", and more particularly described as follows:

TO HAVE AND TO HOLD said easement unto the Grantee, and unto its successors and assigns forever.

The Grantee shall have the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid municipal watermain and utility easement and appurtenances thereto.

The Grantee agrees to restore or cause to have restored the property as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. However, the Grantee's obligation to restore the property does not apply to any structure, fence, hard surface paving of any type or configuration, trees, bushes, branches or roots which may interfere with the Grantee's use of the aforesaid easement.

The Grantee shall have the right to trim or remove any trees, bushes, branches or roots so as not to interfere with the grantees use of the aforesaid easement.

Structures, which are defined as anything constructed or erected, the use of which requires more or less permanent location on ground or attached to something having permanent location on the ground and fences, shall not be located over Grantee's facilities or in, upon or over the property within aforesaid easement without the prior written consent of the City Engineer.

The aforesaid municipal watermain and utility easement and appurtenances shall be maintained and kept in good order and condition at the expense of the Grantee.

The Grantor reserves the right, to themselves and to their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises, except as to the rights herein granted.

If the premises herein are discontinued or abandoned for the purpose granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, the City agrees to reconvey by quit claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

The City shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss of damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid municipal watermain and utility easement and appurtenances thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.


Grantor:

**F STREET OCLV, LLC**

By: Scott J. Lurie

STATE OF WISCONSIN )  
                                  )SS.  
MILWAUKEE COUNTY )

Personally came before me this 12 day of January, 2022, the above-named, Scott J. Lurie, to me known to be the Manager of F Street OCLV, LLC and the person who executed the foregoing instrument and acknowledged the same.

  
Notary Public, Milwaukee County, WI

My commission expires: is permanent



Grantee:

**CITY OF OAK CREEK**

By: \_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

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

STATE OF WISCONSIN )  
  ) SS.  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of January, 2022, Daniel J. Bukiewicz and Catherine A. Roeske of the above-named municipal corporation, City of Oak Creek, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, as the deed of said municipal corporation, by its authority, pursuant to Resolution No. \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI

My commission expires: \_\_\_\_\_

This instrument was drafted by Melissa L. Karls

Approved as to form by:

\_\_\_\_\_  
Melissa L. Karls, City Attorney

EXHIBIT A



226 W. WISCONSIN AVE.  
APPLETON, WI 54911  
kapurinc.com

SHEET 1 OF 2

**MUNICIPAL WATERMAIN EASEMENT  
& MUNICIPAL UTILITY EASEMENT EXHIBIT**

That part of Lot 3, of Certified Survey Map No. 9355, of Certified Survey Maps of the Milwaukee County Registry, as Document No. 11174987, being part of the Fractional SW 1/4 of Section 24, Township 05 North, Range 22 East, situated within the City of Oak Creek, Milwaukee County, Wisconsin

**MUNICIPAL WATERMAIN EASEMENT LEGAL DESCRIPTION:**

That part of Lot 3, of Certified Survey Map No. 9355, of Certified Survey Maps of the Milwaukee County Registry, as Document No. 11174987, being part of the Fractional SW 1/4 of Section 24, Township 05 North, Range 22 East, situated within the City of Oak Creek, Milwaukee County, Wisconsin, and described as follows:

A varied width Municipal Watermain Easement, described as follows:

Commencing at the NW corner of said Lot 3; thence S 00°52'00" W, along the west line of said Lot 3, also being the east line of S. 5th Avenue, 88.98 feet to the Point of Beginning; thence S 89°58'41" E, 443.67 feet to the south line of S. Lake Vista Parkway and a point of curvature; thence Southeasterly along the arc of a curve to the left, and along said south line of S. Lake Vista Parkway, 44.73 feet, said curve having a radius of 262.50 feet and chord bearing S 85°09'06" E, 44.68 feet; thence N 89°58'00" E, continuing along said south line of S. Lake Vista Parkway, 383.20 feet; thence S 00°00'58" W, 305.67 feet; thence N 89°59'02" W, 10.00 feet; thence N 00°00'58" E, 284.06 feet; thence N 89°58'41" W, 861.76 feet to said west line of Lot 3, also being said east line of S. 5th Avenue; thence N 00°52'00" E, along said west line of Lot 3, also being said east line of S. 5th Avenue, 25.00 feet to the Point of Beginning.

Containing 23,148 square feet / 0.531 acres of land, more or less.

**MUNICIPAL UTILITY EASEMENT LEGAL DESCRIPTION:**

That part of Lot 3, of Certified Survey Map No. 9355, of Certified Survey Maps of the Milwaukee County Registry, as Document No. 11174987, being part of the Fractional SW 1/4 of Section 24, Township 05 North, Range 22 East, situated within the City of Oak Creek, Milwaukee County, Wisconsin, and described as follows:

A 74 foot wide Municipal Utility Easement, described as follows:

Commencing at the NW corner of said Lot 3; thence S 00°52'00" W, along the west line of said Lot 3, also being the east line of S. 5th Avenue, 88.98 feet; thence S 89°58'41" E, 443.67 feet to the south line of S. Lake Vista Parkway and a point of curvature; thence Southeasterly along the arc of a curve to the left, and along said south line of S. Lake Vista Parkway, 44.73 feet, said curve having a radius of 262.50 feet and chord bearing S 85°09'06" E, 44.68 feet; thence N 89°58'00" E, continuing along said south line of S. Lake Vista Parkway, 383.20 feet to the Point of Beginning; thence continuing N 89°58'00" E, along said south line of S. Lake Vista Parkway, 40.23 feet; thence S 00°02'00" E, continuing along said south line of S. Lake Vista Parkway, 2.50 feet; thence N 89°58'00" E, continuing along said south line of S. Lake Vista Parkway, 33.77 feet to the east line of said Lot 3; thence S 00°00'58" W, along said east line, 303.24 feet; thence N 89°59'02" W, 74.00 feet; thence N 00°00'58" E, 305.67 feet to the Point of Beginning.

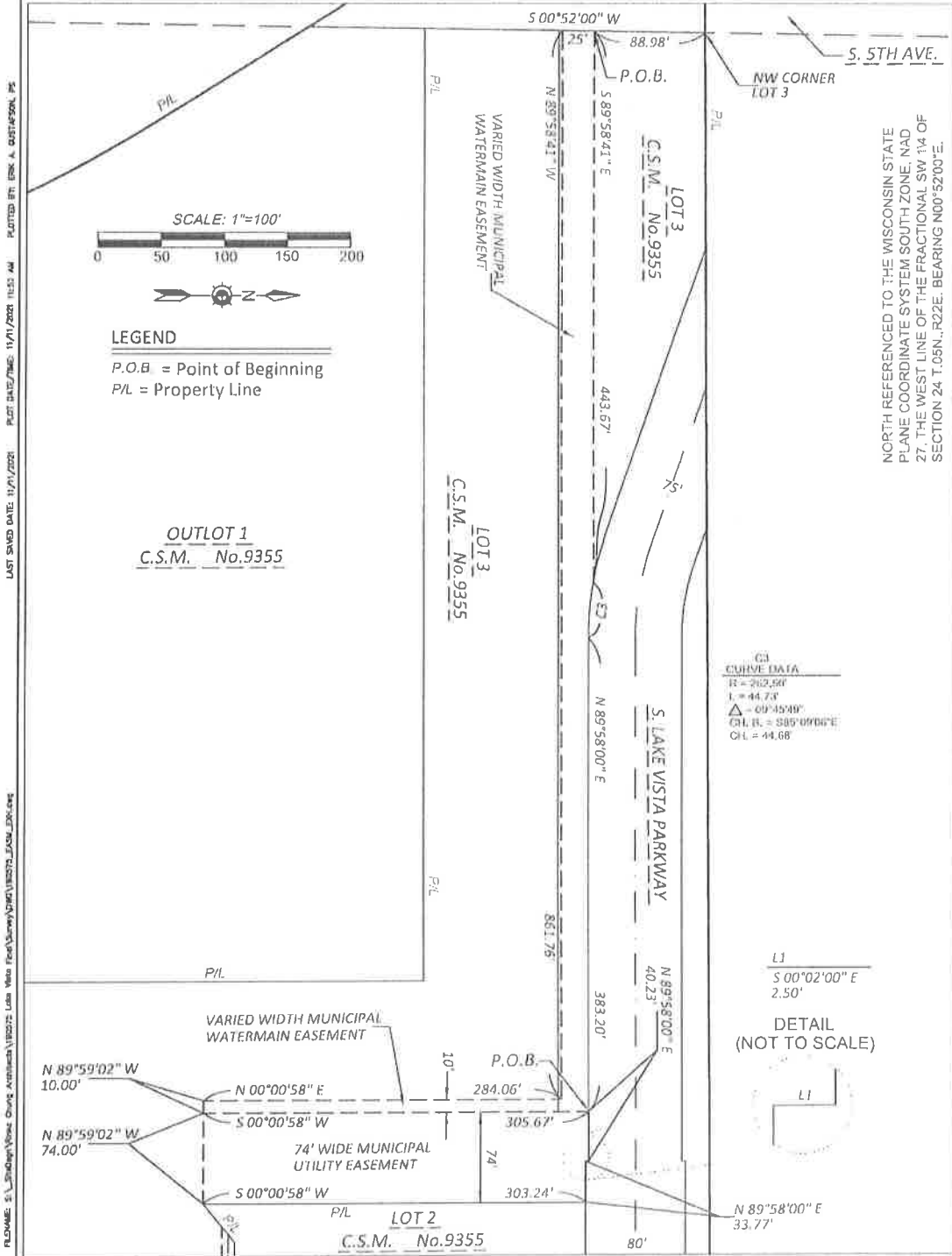
Containing 22,538 square feet / 0.517 acres of land, more or less.

LAST SAVED DATE: 11/11/2021 11:42 AM PLOTTED BY: ERIC A. GUSTAFSON, PS

FILED: S:\Storage\New - Design\Projects\11174987 Lake Vista Final\Utility\Utility\_Easement\_11174987.dwg

# MUNICIPAL WATERMAIN EASEMENT & MUNICIPAL UTILITY EASEMENT EXHIBIT

That part of Lot 3, of Certified Survey Map No. 9355, of Certified Survey Maps of the Milwaukee County Registry, as Document No. 11174987, being part of the Fractional SW 1/4 of Section 24, Township 05 North, Range 22 East, situated within the City of Oak Creek, Milwaukee County, Wisconsin





## COMMON COUNCIL REPORT

**Item:** 10' Municipal Maintenance Easement Lakeshore Commons

**Recommendation:** That the Common Council adopts Resolution No. 12293-011822, a resolution approving a 10' Municipal Maintenance Easement at Lakeshore Commons. (Tax Key No. 868-9005-000)(4th Aldermanic District)

**Fiscal Impact:** None

- 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 part of the proposed Lakeshore Commons development the new property line will follow the existing path in Lake Vista Park. The Lakeshore Commons project will construct a detention pond adjacent to the existing park path. So that the City will be able to maintain the path an agreement was made for the approval of an easement between the existing path and proposed pond. This proposed 10' easement will accomplish the needs of the City to maintain the existing park path and mow the grass next to the path.

**Options/Alternatives:** None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Brian L. Johnston, PE  
Utility Engineer

Fiscal Review:

Maxwell Gagin, MPA  
Assistant City Administrator / Comptroller

Approved:

Michael J. Sullivan, PE  
General Manager

Approved:

Matthew J. Sullivan, PE  
City Engineer

**Attachments:** Resolution 12293-011822, 10' Municipal Maintenance Easement

RESOLUTION NO. 12293-011822

RESOLUTION APPROVING A 10' MUNICIPAL MAINTENANCE EASEMENT  
WITH F STREET OCLV, LLC  
(Lakeshore Commons)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the 10' Municipal Maintenance Easement with F Street OCLV, LLC ("Easement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute and the City Clerk to attest to the Easement in behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18<sup>th</sup> day of January, 2022.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

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



10' WIDE MUNICIPAL  
MAINTENANCE EASEMENT

Document Number

Document Title

EASEMENT NO. \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

GRANTOR:

F STREET OCLV, LLC

Recording Area

Name and Return Address:

Brian Johnston, PE  
Oak Creek Water and Sewer Utility  
170 West Drexel Avenue  
Oak Creek, WI 53154

Part of 868-9005-000  
Parcel Identification Number (PIN)

10' WIDE MUNICIPAL MAINTENANCE EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of January, 2022, by and between F Street OCLV, LLC, party of the first part, hereinafter referred to as "Grantor", and the City of Oak Creek, a Wisconsin municipal corporation, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary a 10-foot wide municipal maintenance easement and appurtenances in, under, over and across the real property of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A", and more particularly described as follows:

TO HAVE AND TO HOLD said easement unto the Grantee, and unto its successors and assigns forever.

The Grantee shall have the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid 10-foot wide municipal maintenance easement and appurtenances thereto.

The Grantee agrees to restore or cause to have restored the property as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. However, the Grantee's obligation to restore the property does not apply to any structure, fence, hard surface paving of any type or configuration, trees, bushes, branches or roots which may interfere with the Grantee's use of the aforesaid easement.

The Grantee shall have the right to trim or remove any trees, bushes, branches or roots so as not to interfere with the grantees use of the aforesaid easement.

Structures, which are defined as anything constructed or erected, the use of which requires more or less permanent location on ground or attached to something having permanent location on the ground and fences, shall not be located over Grantee's facilities or in, upon or over the property within aforesaid easement without the prior written consent of the City Engineer.

The aforesaid 10-foot wide municipal maintenance easement and appurtenances shall be maintained and kept in good order and condition at the expense of the Grantee.

The Grantor reserves the right, to themselves and to their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises, except as to the rights herein granted.

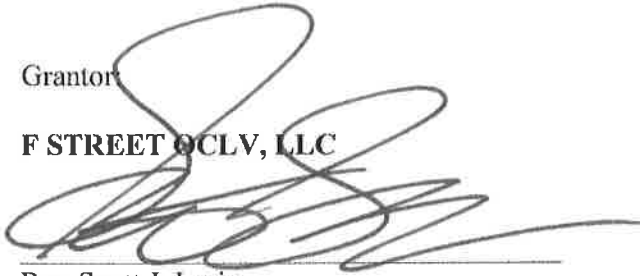
If the premises herein are discontinued or abandoned for the purpose granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, the City agrees to reconvey by quit claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

The City shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss of damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid 10-foot wide municipal maintenance easement and appurtenances thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Grantor

**F STREET OCLV, LLC**



By: Scott J. Lurie

STATE OF WISCONSIN )  
  )SS.  
MILWAUKEE COUNTY )

Personally came before me this 12 day of January, 2022, the above-named, Scott J. Lurie, to me known to be the Manager of F Street OCLV, LLC and the person who executed the foregoing instrument and acknowledged the same.

  
Notary Public, Milwaukee County, WI

My commission expires: is permanent



Grantee:

**CITY OF OAK CREEK**

By: \_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

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

STATE OF WISCONSIN    )  
                                      ) SS.  
MILWAUKEE COUNTY     )

Personally came before me this \_\_\_\_\_ day of January, 2022, Daniel J. Bukiewicz and Catherine A. Roeske of the above-named municipal corporation, City of Oak Creek, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, as the deed of said municipal corporation, by its authority, pursuant to Resolution No. \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI

My commission expires: \_\_\_\_\_

This instrument was drafted by Melissa L. Karls

Approved as to form by:

\_\_\_\_\_  
Melissa L. Karls, City Attorney

EXHIBIT A



226 W. WISCONSIN AVE.  
APPLETON, WI 54911  
kapurInc.com

SHEET 1 OF 2

MUNICIPAL MAINTENANCE EASEMENT EXHIBIT

That part of Lot 3, of Certified Survey Map No. 9355, of Certified Survey Maps of the Milwaukee County Registry, as Document No. 11174987, being part of the Fractional SW 1/4 of Section 24, Township 05 North, Range 22 East, situated within the City of Oak Creek, Milwaukee County, Wisconsin

**LEGAL DESCRIPTION:**

That part of Lot 3, of Certified Survey Map No. 9355, of Certified Survey Maps of the Milwaukee County Registry, as Document No. 11174987, being part of the Fractional SW 1/4 of Section 24, Township 05 North, Range 22 East, situated within the City of Oak Creek, Milwaukee County, Wisconsin, and described as follows:

A 10' wide Municipal Maintenance Easement, the centerline of said easement being located as follows:

Commencing at the NE corner of said Lot 3; thence S 00°00'58" W, along the easterly line of said Lot 3, 303.24 feet; thence N 51°32'08" E, along the easterly line of said Lot 3, 31.74 feet to the Point of Beginning of said centerline; thence N 89°42'28" E, parallel with the easterly line of said Lot 3, 57.98 feet; thence S 34°27'31" E, parallel with said easterly line of Lot 3, 78.21 feet to a point of curvature; thence Southeasterly along the arc of a curve to the right, and also parallel with said easterly line of Lot 3, 53.70 feet, said curve having a radius of 80.00 feet and chord bearing S 15°13'42" E, 52.70 feet; thence S 04°00'06" W, parallel with said easterly line of Lot 3, 54.84 feet to a point of curvature; thence Southeasterly along the arc of a curve to the left, and also parallel with said easterly line of Lot 3, 301.12 feet, said curve having a radius 237.51 feet and a chord bearing S 32°19'04" E, 281.35 feet to said easterly line of said Lot 3, and the Point of Termination. Containing 5,458 square feet / 0.125 acres of land, more or less.

PLotted BY: ERIC A. BUSTAFAN, PLS  
LAST SAVED DATE: 11/10/2021 4:17 PM  
PLOT DATE/TIME: 11/10/2021 4:17 PM  
P:\DNAME: s\_\3180209\Yehua Cheng\_Architects\180205\_Lana\_Veter\_Ford\Survey\Draw\180205\_LEASIN\_EXHIBIT.dwg

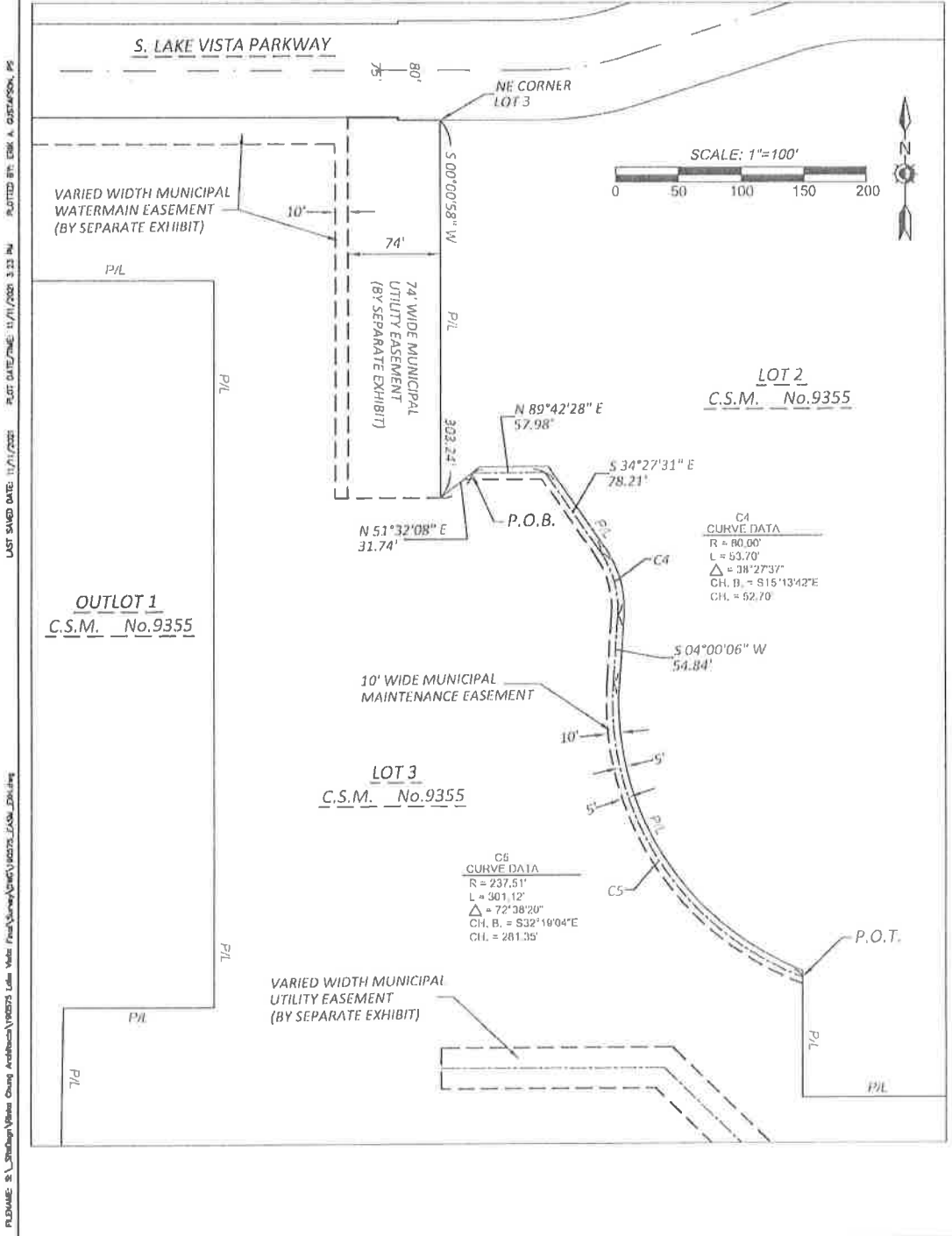
# MUNICIPAL MAINTENANCE EASEMENT EXHIBIT

That part of Lot 3, of Certified Survey Map No. 9355, of Certified Survey Maps of the Milwaukee County Registry, as Document No. 11174987, being part of the Fractional SW 1/4 of Section 24, Township 05 North, Range 22 East, situated within the City of Oak Creek, Milwaukee County, Wisconsin

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24 T.05N., R22E. BEARING N00°52'00"E.

### LEGEND

- P.O.B. = Point of Beginning
- P.O.T. = Point of Termination
- P/L = Property Line



PLDNAME: S:\Storage\Water\Comp\Arbitration\180275\_Lake\_Vista\_Fractional\Arbit\180275\_Lake\_Vista.dwg  
 LAST SAVED DATE: 11/11/2021  
 PLOTTED BY: ERIC A. GUSTAFSON, PS  
 PLOT DATE/TIME: 11/11/2021 3:23 PM



Meeting Date: January 18, 2022

Item No. 12

### COMMON COUNCIL REPORT

**Item:** Municipal Utility Easement Lakeshore Commons

**Recommendation:** That the Common Council adopts Resolution No. 12294-011822, a resolution approving a Municipal Utility Easement at Lakeshore Commons. (Tax Key Nos. 868-9004-000 and 868-9005-000(4th Aldermanic District))

**Fiscal Impact:** None

- 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 part of the proposed Lakeshore Commons development there is a need for easements on the public infrastructure that is not located along a public street. This variable width easement will provide the City with access for maintaining the public infrastructure. This includes public water, sanitary and storm sewer.

**Options/Alternatives:** None

Respectfully submitted:

Andrew J. Vickers, MPA  
City Administrator

Prepared:

Brian L. Johnston, PE  
Utility Engineer

Fiscal Review:

Maxwell Gaggin, MPA  
Assistant City Administrator / Comptroller

Approved:

Michael J. Sullivan, PE  
General Manager

Approved:

Matthew J. Sullivan, PE  
City Engineer

**Attachments:** Resolution 12294-011822, Municipal Utility Easement

RESOLUTION NO. 12294-011822

RESOLUTION APPROVING A MUNICIPAL UTILITY EASEMENT  
WITH F STREET OCLV, LLC  
(Lakeshore Commons)

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Municipal Utility Easement with F Street OCLV, LLC ("Easement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute and the City Clerk to attest to the Easement in behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18<sup>th</sup> day of January, 2022.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

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



MUNICIPAL UTILITY EASEMENT

Document Number

Document Title

EASEMENT NO \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

GRANTOR:

F STREET OCLV, LLC

Recording Area

Name and Return Address:

Brian Johnston, PE  
Oak Creek Water and Sewer Utility  
170 West Drexel Avenue  
Oak Creek, WI 53154

Part of 868-9004-000 and 868-9005-000  
Parcel Identification Number (PIN)

MUNICIPAL UTILITY EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of January, 2022, by and between F Street OCLV, LLC, party of the first part, hereinafter referred to as "Grantor", and the City of Oak Creek, a Wisconsin municipal corporation, party of the second part, hereinafter referred to as "Grantee";

WITNESSETH:

Grantor does hereby grant to the Grantee an easement to construct, maintain, operate and reconstruct where necessary a municipal utility easement and appurtenances in, under, over and across the real property of Grantors in the City of Oak Creek, County of Milwaukee and State of Wisconsin, as shown on Exhibit "A", and more particularly described as follows:

TO HAVE AND TO HOLD said easement unto the Grantee, and unto its successors and assigns forever.

The Grantee shall have the right to enter upon and to pass and repass over and along the aforesaid land whenever and wherever necessary for the purpose of installation, maintenance, operation and repair of the aforesaid municipal utility easement and appurtenances thereto.

The Grantee agrees to restore or cause to have restored the property as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. However, the Grantee's obligation to restore the property does not apply to any structure, fence, hard surface paving of any type or configuration, trees, bushes, branches or roots which may interfere with the Grantee's use of the aforesaid easement.

The Grantee shall have the right to trim or remove any trees, bushes, branches or roots so as not to interfere with the grantees use of the aforesaid easement.

Structures, which are defined as anything constructed or erected, the use of which requires more or less permanent location on ground or attached to something having permanent location on the ground and fences, shall not be located over Grantee's facilities or in, upon or over the property within aforesaid easement without the prior written consent of the City Engineer.

The aforesaid municipal utility easement and appurtenances shall be maintained and kept in good order and condition at the expense of the Grantee.

The Grantor reserves the right, to themselves and to their heirs, personal representatives, successors and assigns, to have the full use and enjoyment of the aforesaid premises, except as to the rights herein granted.

If the premises herein are discontinued or abandoned for the purpose granted, the easement herein conveyed shall, without notice, demand or re-entry, revert to the Grantors, their heirs, personal representatives, successors and assigns. In such event, the City agrees to reconvey by quit claim deed to Grantors, their heirs, personal representatives, successors and assigns, the premises described herein.

The City shall and does hereby agree to indemnify and save harmless the Grantors, their heirs, personal representatives, successors and assigns, from any and all loss of damage to property or injury to or death of any and all persons, or from any suits, claims, liability or demand in connection therewith however caused, resulting directly or indirectly by reason of the installation, operation, maintenance, removal, use or existence of the aforesaid municipal utility easement and appurtenances thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Grantor:

**F STREET OCLV, LLC**

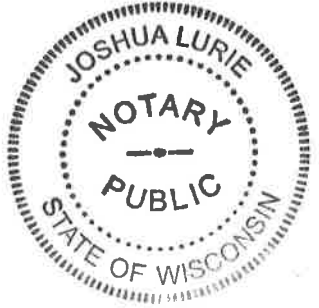
*[Handwritten Signature]*  
By Scott J. Lurie

STATE OF WISCONSIN )  
  )SS.  
MILWAUKEE COUNTY )

Personally came before me this 12 day of January, 2022, the above-named, Scott J. Lurie, to me known to be the Manager of F Street OCLV, LLC and the person who executed the foregoing instrument and acknowledged the same.

*[Handwritten Signature]*  
Notary Public, Milwaukee County, WI

My commission expires: is permanent



Grantee:

**CITY OF OAK CREEK**

By: \_\_\_\_\_  
Daniel J. Bukiewicz, Mayor

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

STATE OF WISCONSIN )  
                                  ) SS.  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of January, 2022, Daniel J. Bukiewicz and Catherine A. Roeske of the above-named municipal corporation, City of Oak Creek, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, as the deed of said municipal corporation, by its authority, pursuant to Resolution No. \_\_\_\_\_, adopted by its Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI

My commission expires: \_\_\_\_\_

This instrument was drafted by Melissa L. Karls

Approved as to form by:

\_\_\_\_\_  
Melissa L. Karls, City Attorney

EXHIBIT A



226 W. WISCONSIN AVE.  
APPLETON, WI 54911  
kapurinc.com

SHEET 1 OF 5

MUNICIPAL UTILITY EASEMENT EXHIBIT

That part of Lots 2 & 3, of Certified Survey Map No. 9355, of Certified Survey Maps of the Milwaukee County Registry, as Document No. 11174987, being part of the Fractional SW 1/4 of Section 24, Township 05 North, Range 22 East, situated within the City of Oak Creek, Milwaukee County, Wisconsin

LEGAL DESCRIPTION:

That part of Lots 2 & 3, of Certified Survey Map No. 9355, of Certified Survey Maps of the Milwaukee County Registry, as Document No. 11174987, being part of the Fractional SW 1/4 of Section 24, Township 05 North, Range 22 East, situated within the City of Oak Creek, Milwaukee County, Wisconsin, and described as follows:

A varied width Municipal Utility Easement, the centerline of said easement being located as follows: Commencing at the SW corner of said Lot 3; thence N 89°46'26" E, along the south line of said Lot 3, also being the north line of E. Lake Vista Blvd., 12.50 feet to Point "A"; thence continuing N 89°46'26" E, along said south line of Lot 3, and the north line of E. Lake Vista Blvd., 645.84 feet to the Point of Beginning; thence N 00°13'34" W, along the C/L of a 25' wide easement, 116.00 feet to Point "B"; thence N 89°46'26" E, along the C/L of a 41' wide easement, 213.05 feet; thence N 85°10'06" E, along the C/L of a 41' wide easement, 7.10 feet to Point "D"; thence continuing N 85°10'06" E, along the C/L of a 41' wide easement, 42.96 feet to a point of curvature; thence Northeasterly along the arc of a curve to the left, and along the C/L of a 41' wide easement, 339.28 feet, said curve having a radius of 354.00 feet and chord bearing N 50°53'17" E, 326.44 feet; thence N 19°21'28" E, along the C/L of a 41' wide easement, 3.40 feet to Point "E"; thence continuing N 19°21'28" E, along the C/L of a 41' wide easement, 25.81 feet to Point "F"; thence continuing N 19°21'28" E, along the C/L of a 41' wide easement, 21.08 feet to a point of curvature; thence Northwesterly along the arc of a curve to the left, and along the C/L of a 41' wide easement, 202.85 feet, said curve having a radius of 354.00 feet and chord bearing N 01°07'53" W, 200.09 feet; thence N 17°37'25" W, along the C/L of a 41' wide easement, 86.78 feet to Point "G"; thence continuing N 17°37'25" W, along the C/L of a 41' wide easement, 195.38 feet to Point "H"; thence S72°22'58" W, along the C/L of a 25' wide easement, 126.26'; thence S 41°19'33" W, along the C/L of a 25' wide easement, 62.79 feet; thence S 89°58'59" W, along the C/L of a 25' wide easement, 127.95 to Point "J"; thence N 00°00'58" E, along the C/L of a 33' wide easement, 11.12 feet to Point "L"; thence continuing N 00°00'58" E, along the C/L of a 33' wide easement, 169.92 feet; thence N 89°59'02" W, along the C/L of a 33' wide easement, 107.25 feet; thence N 44°59'05" W, along the C/L of a 33' wide easement, 177.79 feet to Point "M"; thence continuing N 44°59'05" W, along the C/L of a 33' wide easement, 119.92 feet; thence N 89°59'04" W, along the C/L of a 33' wide easement, 177.39 feet to the Point of Termination.

Also:  
Beginning at aforesaid Point "A"; thence N 00°52'00" E, along the C/L of a 25' wide easement, 35.00 feet to the Point of Termination.  
Commencing at aforesaid Point "B"; thence N 00°13'34" W, 8.00 feet to the Point of Beginning; thence S 89°46'26" W, along the C/L of a 25' wide easement, 22.25 feet to Point "C"; thence continuing S 89°46'26" W, along the C/L of a 25' wide easement, 54.75 feet to the Point of Termination.  
Beginning at aforesaid Point "C"; thence S 00°13'34" E, along the C/L of a 19.5' wide easement, 38.00 feet to the Point of Termination.  
Beginning at aforesaid Point "D"; thence S 04°49'54" E, along the C/L of a 25' wide easement, 31.16 feet to the Point of Termination.  
Beginning at aforesaid Point "E"; thence S 70°38'32" E, along the C/L of an 18.5' wide easement, 28.50 feet to the Point of Termination.  
Beginning at aforesaid Point "F"; thence S 70°37'41" E, along the C/L of a 33' wide easement, 116.88 feet to the westerly line of S. Lake Vista Parkway and the Point of Termination.  
Beginning at aforesaid Point "G"; thence N 72°22'35" E, along the C/L of a 25' wide easement, 26.50 feet to the Point of Termination.  
Beginning at aforesaid Point "H"; thence N 17°37'25" W, along the C/L of a 41' wide easement, 65.56 feet to Point "I"; thence continuing N 17°37'25" W, along the C/L of a 41' wide easement, 12.5 feet to the Point of Termination.  
Beginning at aforesaid Point "I"; thence N 72°22'35" E, along the C/L of a 25' wide easement, 26.50 feet to the Point of Termination.  
Commencing at aforesaid Point "J"; thence S 89°58'59" W, 4.12 feet to the Point of Beginning; thence S 00°00'37" E, along the C/L of a 25' wide easement, 139.47 feet; thence N 89°59'02" W, 153.62 feet to Point "K"; thence continuing N 89°59'02" W, 303.41 feet to the Point of Termination.  
Beginning at aforesaid Point "K"; thence N 00°00'58" E, along the C/L of a 25' wide easement, 39.00 feet to the Point of Termination.  
Beginning at aforesaid Point "L"; thence N 89°59'02" W, along the C/L of a 25' wide easement, 43.00 feet to the Point of Termination.  
Beginning at aforesaid Point "M"; thence S 45°00'55" W, along the C/L of a 25' wide easement, 28.66 feet to the Point of Termination.  
Containing 108,452 square feet / 2.490 acres of land, more or less.

LAST SAVED DATE: 11/11/2021 PLOT DATE/TIME: 11/11/2021 11:07 AM PLOTTED BY: ERK A. GUSTAFSSON, PS PLOTNAME: E:\S:\cherry\cherry\cherry\100275 Lake Vista Food\cherry\000275\_LAKE\_VISTA.dwg

### MUNICIPAL UTILITY EASEMENT EXHIBIT

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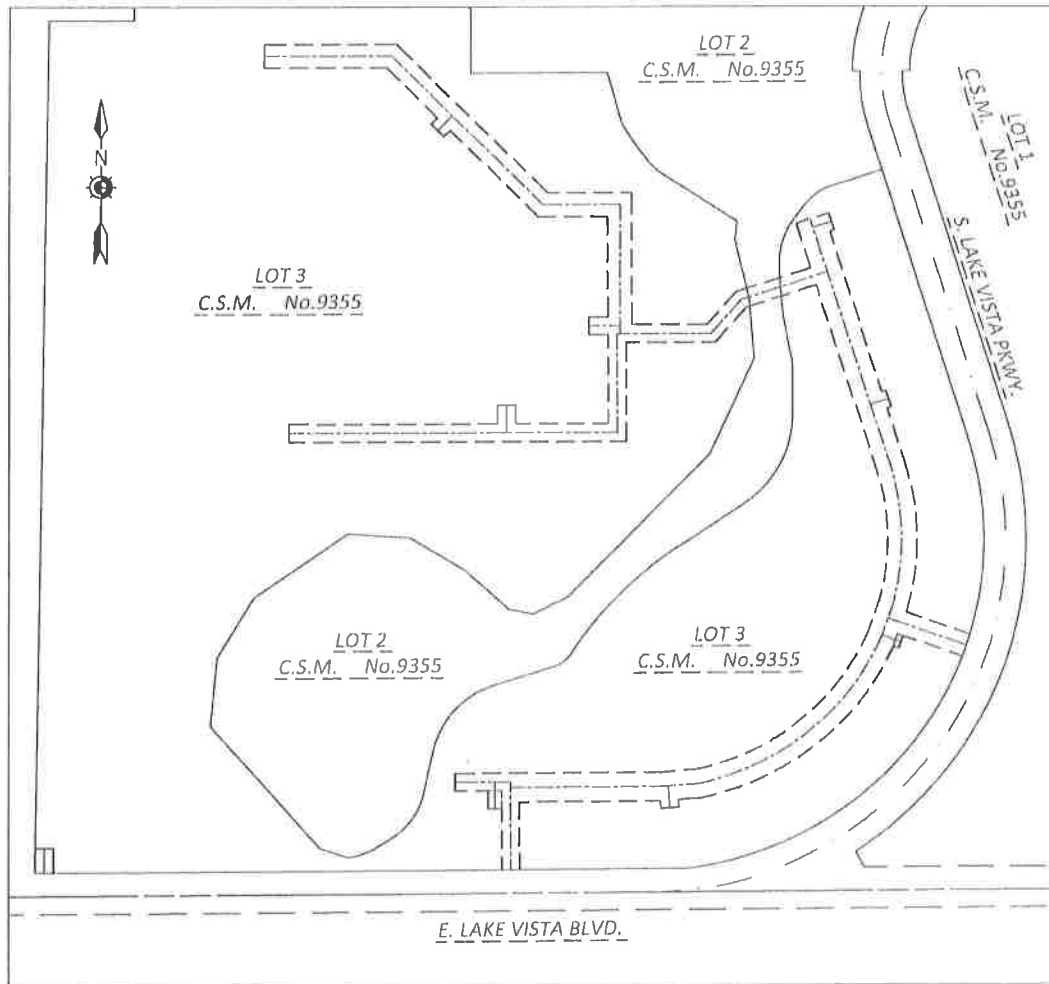
NORTH REFERENCED TO THE WISCONSIN STATE  
PLANE COORDINATE SYSTEM SOUTH ZONE, NAD  
27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF  
SECTION 24 T.05N.,R22E. BEARING N00°52'00"E.

**LEGEND**

*P.O.B.* = Point of Beginning  
*PL* = Property Line



### OVERALL EASEMENT LAYOUT



FILENAME: S:\\_Storage\Yohai\_Daming\_Architects\180275\_Lake\_Vista\_Plan\Survey\2016\180275\_LAKV\_L201.dwg  
LAST SAVED DATE: 11/16/2021  
PLOT DATE/TIME: 11/16/2021 4:48 PM  
PLOTTER BY: ERK - A. BUCHANAN, PS

# MUNICIPAL UTILITY EASEMENT EXHIBIT

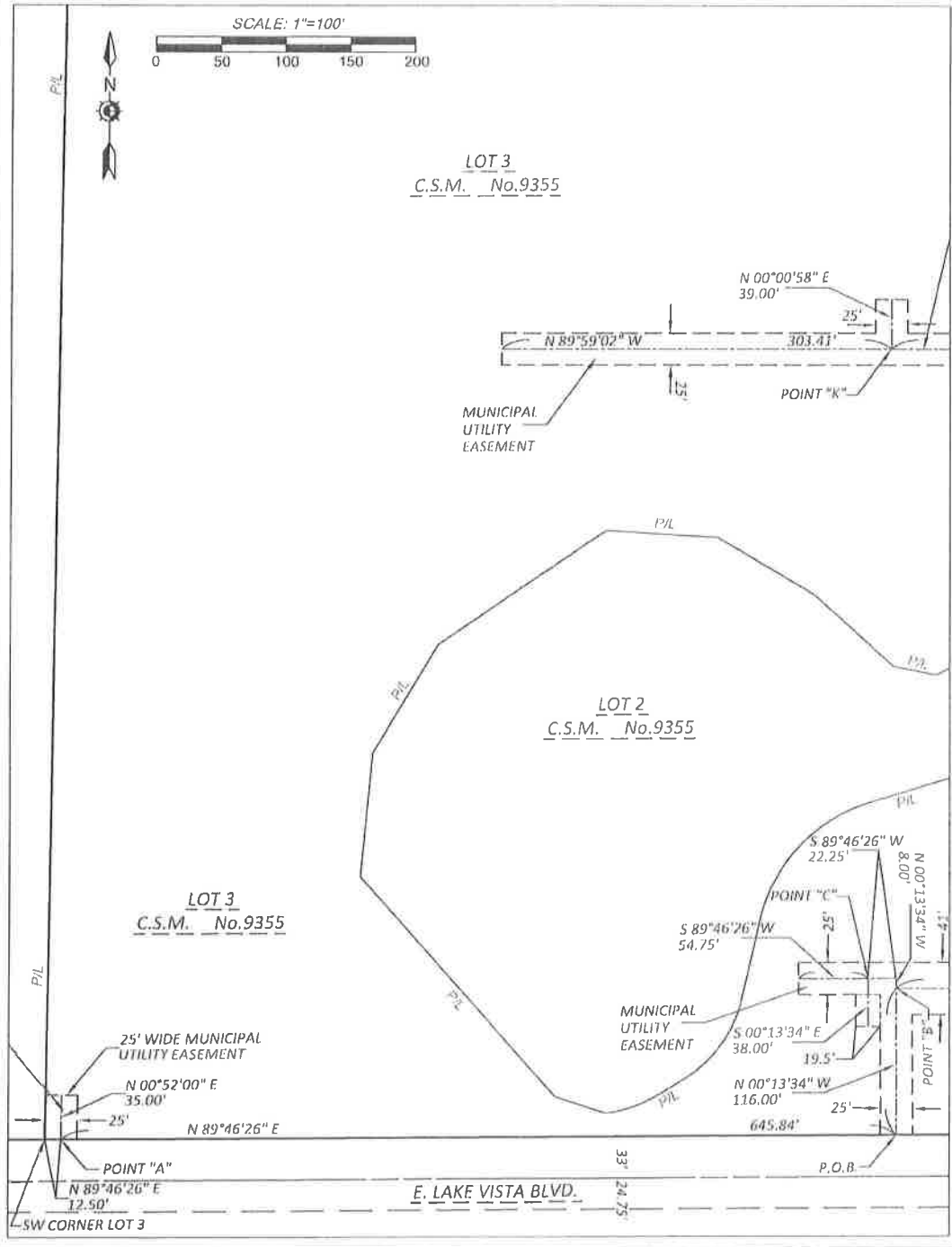
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**LEGEND**

P.O.B. = Point of Beginning  
P/L = Property Line

PLOT DATE/TIME: 11/11/2022 11:05 AM  
 PLOTTED BY: EBK A. CLEWASKA, PS  
 LAST SAVED DATE: 11/11/2022  
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# MUNICIPAL UTILITY EASEMENT EXHIBIT

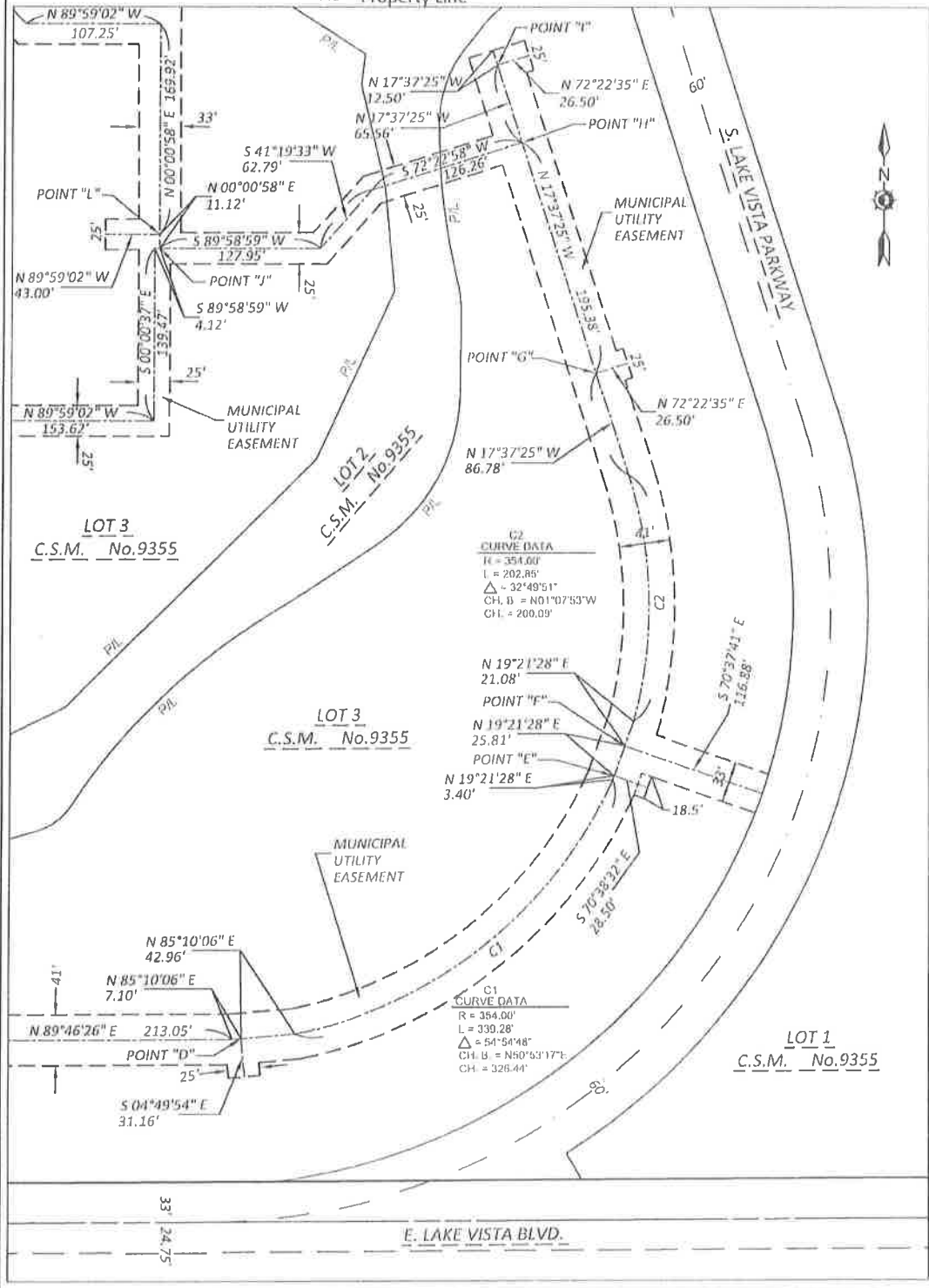
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**LEGEND**  
P.O.B. = Point of Beginning  
P/L = Property Line

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 27, THE WEST LINE OF THE FRACTIONAL SW 1/4 OF SECTION 24 T.05N., R.22E. BEARING N00°52'00"E.

PLOT DATE/TIME: 11/10/2021 3:55 PM PLOTTED BY: BAK A. GUSTAFSSON, PE  
 LAST SAVED DATE: 11/10/2021  
 P:\DWG\5\_Library\GIS\GIS Data\Utilities\102573 Low Year Prod\102573.dwg\102573.dwg





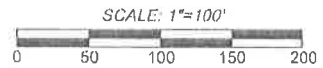
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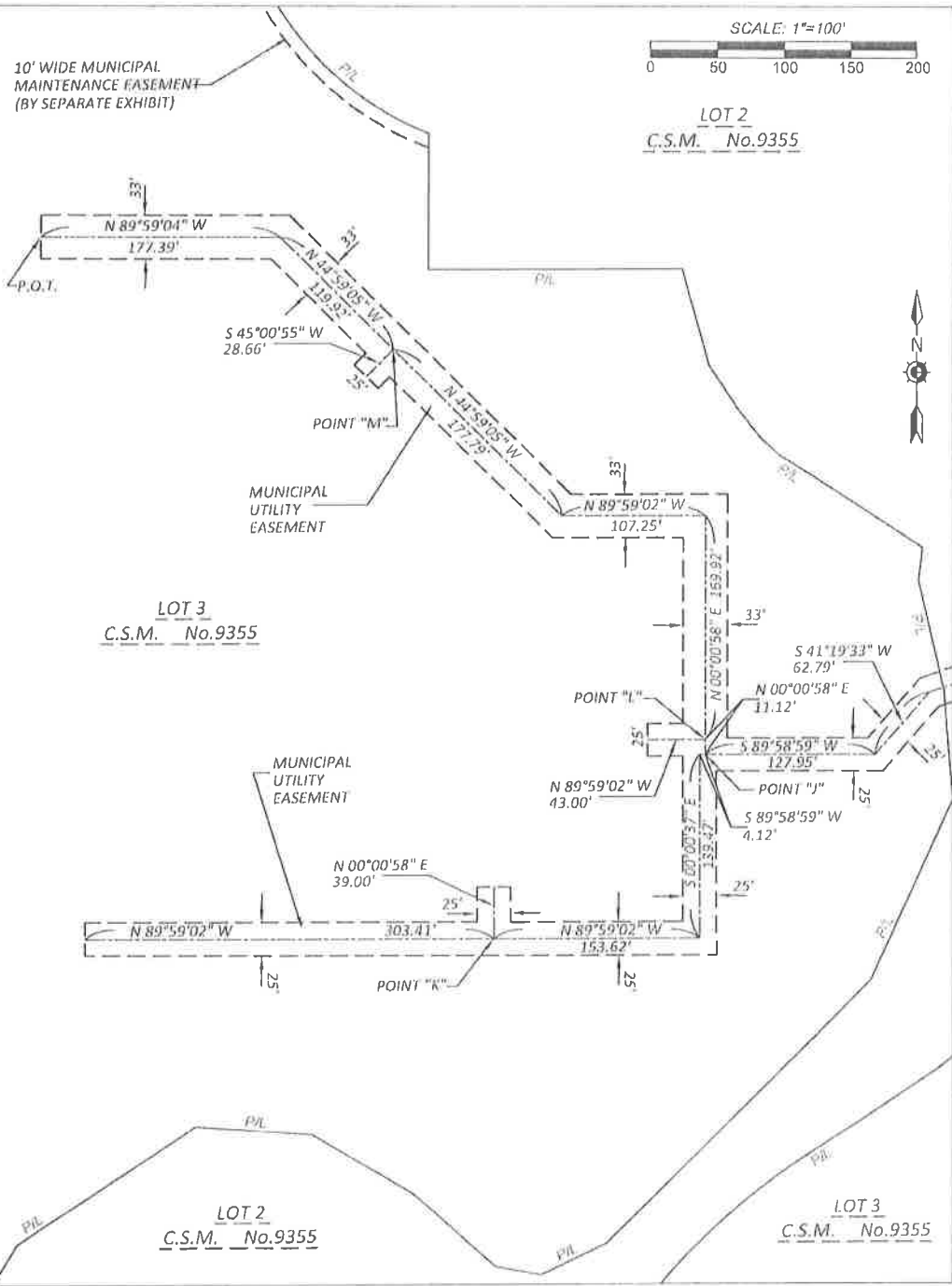
**LEGEND**

- P.O.B. = Point of Beginning
- P.O.T. = Point of Termination
- P.L. = Property Line



LOT 2  
C.S.M. No.9355

10' WIDE MUNICIPAL MAINTENANCE EASEMENT (BY SEPARATE EXHIBIT)



LAST SAID DATE: 11/17/2021 PLOT DATE/TIME: 11/17/2021 11:48 AM PLOTTED BY: DREW A. GUSTAFSON, PS  
 FILENAME: S:\2020\05\05\Draw\Utilities\110223\_Lot4\_Mid\_Fwd\Survey\9355\_Lot4\_Mid\_Fwd\Survey\9355\_Lot4\_Mid\_Fwd.dwg



## COMMON COUNCIL REPORT

**Item:** License Committee Report

**Recommendation:** That the Common Council grant the various license requests as listed on the 1/18/2022 License Committee Report.

**Fiscal Impact:** License fees in the amount of \$310.00 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):
  - \* Daniel R. Grabowski (Kwik Trip)
  - \* Julie A. Knous (Meijer)
  - \* Jennifer F. Prodzinski (Sidetracked)
  
2. Grant a 2022 Temporary Class “B” beer license to Roland Komorowski, agent on behalf of St. Matthew Parish, 9329 S. Chicago Rd., for a Chili Cook-off scheduled for February 5, 2022.

**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 December 29, 2021 Vendor Summary Report in the total of \$348,377.15.

**Fiscal Impact:** Total claims paid of \$348,377.15. Of this grand total paid, \$298,182.48 will impact the 2021 fiscal year. The remaining amount, \$50,194.67 will impact the 2022 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. \$7,585.00 to DoorMaster Garage Door Co. LLC (pg #4) for door replacement.
2. \$19,735.96 to E. H. Wolf & Sons, Inc. (pg #4) for fuel inventory.
3. \$35,400.00 to Hiller Ford, Inc. (pg #6) for squad car.
4. \$10,235.22 to League of Wisconsin (pg #7) for yearly membership.
5. \$15,332.00 to Locution Systems, Inc. (pg #15) for 2022 annual maintenance (IT).
6. \$8,170.00 to Medical Expense Reimbursement Account (pg #15) for WI HRA VEBA Plan.
7. \$85,813.04 to Payne & Dolan, Inc. (pg #8) for street improvements and repaving W Puetz Road, Projects #20019 & #21022.
8. \$6,270.00 to Root-Pike Watershed Initiative Network (pg #9) for 2022 Respect Our Waters Clear Water Campaign.
9. \$8,600.00 Ruekert/Mielke (pg #15) for 2022 GIS cloud hosting.
10. \$6,287.26 to SAM-Howell Ave 2 LLC (pg #9) for tax overpayment refund.
11. \$6,468.80 to Secure-It Tactical, Inc. (pg #9) for armory cabinets.
12. \$10,863.00 to Titan Public Safety Solutions, LLC (pg #15) for 2022 court software support.
13. \$12,580.00 to TLC Carpet Care (pgs #10-11) for carpet cleaning.
14. \$13,950.00 to W.S. Darley & Co. (pg #11) for fire hose, Project #21004.
15. \$24,324.39 to WE Energies (pgs #1 & 11) for street lighting, electricity & natural gas.
16. \$11,650.00 to Wil-Surge Electric (pg #12) for Rawson Avenue street light relocation, Project #22005.

Options/Alternatives: None

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Kristina Strmsek  
Assistant Comptroller

Fiscal Review:



Maxwell Gagin, MPA  
Assistant City Administrator/Comptroller

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Attachments: 12/29/2021 Invoice GL Distribution Report

## COMMON COUNCIL REPORT

**Item:** Vendor Summary Report

**Recommendation:** That the Common Council approve the January 12, 2022 Vendor Summary Report in the total of \$799,294.15.

**Fiscal Impact:** Total claims paid of \$799,294.15. Of this grand total paid, \$417,768.32 will impact the 2021 fiscal year. The remaining amount, \$381,525.83 will impact the 2022 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

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

1. \$22,049.39 to Baycom, Inc. (pg #13) for 2022 radio service agreement (PD).
2. \$6,645.00 to Best Technology Systems, Inc. (pg #3) for range cleaning and disposal of hazardous waste.
3. \$29,856.08 to Compass Minerals Company (pg #14) for salt inventory.
4. \$9,848.69 to Corelogic, Inc. (pg #14) for tax overpayment refund.
5. \$10,015.95 to Corelogic Real Estate Tax Service (pgs #4-5) for tax overpayment refund.
6. \$10,073.42 to Craig M Salzer (pg #4) for tax overpayment refund.
7. \$17,099.22 to Enterprise FM Trust (pg #15) for DPW vehicle lease monthly payment, Project #19024.
8. \$106,919.32 to GFL Environmental (pg #4) for December trash and recycling.
9. \$5,159.00 to Graef (pg #5) for Drexel Avenue streetscape plan, Project #21003.
10. \$13,978.33 to Kansas City Life Insurance Co. (pg #16) for February disability insurance.
11. \$5,732.63 to Landmark Credit Union (pg #17) for tax overpayment refund.
12. \$5,263.03 to Life-Assist, Inc. (pg #17) for medical supplies.
13. \$5,327.51 to Merit Title LLC (pg #17) for tax overpayment refund.
14. \$107,007.00 to Municipal Property Insurance Co. (pg #18) for 2022 insurance payment.
15. \$96,189.96 to Oak Creek – Franklin Joint School District (pgs #7 & 18) for 2021 mobile home fees due to school district and 50% of Joint Platform for 2022.
16. \$5,000.00 to Reserve Account (pg #19) for postage refill.

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17. \$15,764.76 to Plunkett Raysich Architects, LLP (pg #8) for professional services relating to Abendschein Park Beer Garden, Project #22008.
  18. \$11,056.34 to Reliable Floor Care (pg #8) for stripping & recoating floors (PD).
  19. \$6,841.30 to Richard Stenglien (pg #1) for tax overpayment refund.
  20. \$9,425.00 Ruekert/Mielke (pg #8) for pavement evaluation.
  21. \$24,064.71 to Santander Bank, NA (pg #19) for utility tractor payment, Project #21014.
  22. \$6,883.51 to Securian Financial Group, Inc. (pg #20) for February employee life insurance.
  23. \$11,360.10 to Sherwin Industries, Inc. (pgs #9 & 20) for maintenance materials.
  24. \$17,721.58 to Traditions (pg #10) for 2021 holiday lighting final payment.
  25. \$16,375.00 to Tyler Technologies, Inc. (pg #10) for consulting services.
  26. \$44,336.73 to US Bank (pgs #25-34) 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.
  27. \$54,336.48 to WE Energies (pg #1) for street lighting, electricity & natural gas.
  28. \$9,094.11 to WI Court Fines & Surcharges (pg #10) for December court fines.
  29. \$13,382.10 to WI Dept. of Revenue (pg #21) for 2021 municipal fee for assessment of manufacturing property & business tax registration renewal.

Options/Alternatives: None

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Respectfully submitted:



Andrew J. Vickers, MPA  
City Administrator

Prepared:



Kristina Strmsek  
Assistant Comptroller

Fiscal Review:



Maxwell Gagrin, MPA  
Assistant City Administrator/Comptroller

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Attachments: 1/12/2022 Invoice GL Distribution Report