



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

COMMON COUNCIL MEETING AGENDA

FEBRUARY 14, 2022

7:00 P.M.

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

The City's Vision

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 2/1/2022

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. **Zone Text Amend:** Consider a proposal to repeal and recreate the existing Zoning Code, Chapter 17, of the Municipal Code.
Draft Code: <https://www.oakcreekwi.gov/home/showpublisheddocument/16232/637800236213974580>
5. **Ordinance:** Consider Ordinance No. 3028, repealing and recreate Chapter 17 – Zoning Code of the Municipal Code (by Committee of the Whole).

New Business

6. **Resolution:** Consider Resolution No. 12307-021422, urging the Wisconsin State Legislature to reject Assembly Bill 610 and any proposed substitute amendments, which shifts property tax burden to homeowners and small businesses to the benefit of large commercial property owners (by Committee of the Whole).

POLICE

7. **Resolution:** Consider Resolution No. 12305-021422, approving the Naval Criminal Investigative Service (NCIS) Law Enforcement Information Exchange (LInX) Memorandum of Understanding (by Committee of the Whole).

FIRE

Visit our website at 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>.

8. **Motion:** Consider a *motion* to award the architectural design services contract for Fire Station #3 dorm remodel to Plunkett Raysich Architects, LLP for a lump sum fee of \$19,000 (Project No. 22009) (1st District).

COMMUNITY DEVELOPMENT

9. **Resolution:** Consider *Resolution* No. 12306-021422, approving a Certified Survey Map submitted by Phil Purpero, C.W. Purpero Inc., for the properties at 7030 S. 13th St. and 1190 W. Rawson Ave. (1st District).

LICENSE COMMITTEE

10. **Motion:** Consider a *motion* to grant the various license requests as listed on the 2/14/22 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

11. **Motion:** Consider a *motion* to approve the February 8, 2022 Vendor Summary Report in the total amount of \$722,693.28. (Of this total, \$115,642.40 will impact the 2021 fiscal year, with the remaining \$607,050.88 impacting 2022) (by Committee of the Whole).

MISCELLANEOUS

12. **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)(c) to discuss the performance evaluation for the City Administrator.
13. **Motion:** Consider a *motion* to reconvene into open session.
14. **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. 6th Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice

TO BE PUBLISHED JANUARY 26 & FEBRUARY 2, 2022

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 proposal to repeal and recreate the existing Zoning Code, Chapter 17 of the Municipal Code.

Hearing Date: February 14, 2022

Time: 7:00 PM

Place: Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers and Zoom (see above)

Proposal: The proposal would repeal the existing Zoning Code in Chapter 17 of the Municipal Code and recreate Chapter 17, Zoning & Sign Ordinance, with updated Articles 1-10:

- Article 1. General Provisions, Sec. 17.0101 – 17.0111
- Article 2. Establishment of Districts, Sec. 17.0201 – 17.0204
- Article 3. District Specific Standards, Sec. 17.0301 – 17.0307
- Article 4. Use Specific Standards, Sec. 17.0401 – 17.0415
- Article 5. General Development Standards, Sec. 17.0501 – 17.0510
- Article 6. Sign Standards, Sec. 17.0601 – 17.0609
- Article 7. Planned Unit Development Standards, Sec. 17.0701 – 17.0708
- Article 8. Administration and Enforcement Standards, Sec. 17.0801 – 17.0805
- Article 9. Non-Conforming Uses, Structures, and Lots, Sec. 17.0901 – 17.0908
- Article 10. Definitions, Sec. 17.1001 – 17.1026

The existing text of the above Chapter 17 of the Municipal Code can be found on the City's website at <https://www.oakcreekwi.gov/government/municipal-code>. The entire text of the proposed Chapter 17, Zoning & Sign Ordinance can be found on the City's website at <https://www.oakcreekwi.gov/home/showpublisheddocument/16076/637771509821170000> and a copy for review is available at the City Hall upon request.

The Common Council has scheduled other public hearings for February 14, 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 changes may contact the City of Oak Creek at (414) 766-7000, during regular business hours (7:30 AM – 4:00 PM).

Date of Notice: January 19, 2022

CITY OF OAK CREEK COMMON COUNCIL

By: Dan Bukiewicz, Mayor

PUBLIC NOTICE

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

COMMON COUNCIL REPORT

Item:	Text Amendment - Chapter 17
Recommendation:	That the Council adopts Ordinance 3028, an ordinance to repeal and recreate Chapter 17 - Zoning Code of the Municipal Code.
Fiscal Impact:	No direct fiscal impact will occur with approval of the proposed Code.
Critical Success Factor(s):	<input checked="" type="checkbox"/> Vibrant and Diverse Cultural Opportunities <input checked="" type="checkbox"/> Thoughtful Development and Prosperous Economy <input checked="" type="checkbox"/> Safe, Welcoming, and Engaged Community <input checked="" type="checkbox"/> Inspired, Aligned, and Proactive City Leadership <input checked="" type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Quality Infrastructure, Amenities, and Services <input type="checkbox"/> Not Applicable

Background: As Council is aware, staff engaged consultants from Houseal Lavigne Associates (HLA) to prepare a full update to Chapter 17 of the Municipal Code following the adoption of the update to the Comprehensive Plan, City of Oak Creek. While periodic updates to Sections of the Zoning Code have occurred over the years, this is the first comprehensive revision since 1995. The formal process began with a public Stakeholder Meeting on October 1, 2019. Following that initial community input, staff convened a meeting with City departments to gain insight from those who have regular interaction with the public to identify the most common questions or review processes the update should address. It also provided staff with an opportunity to discuss how to make the Zoning Code more user-friendly, particularly for those who have limited or no experience with reading and interpreting Codes. Creating a Zoning Code that was clear, concise, and relied less on legal or planning jargon was a main goal of the update. Internal staff discussions with the consultants regarding necessary updates occurred regularly throughout the process as Articles were drafted.

Plan Commission engagement began with a general update in June of 2020, with directed discussions:

- Articles 2-4 on August 11, 2020
- Articles 5-9 on December 8, 2020
- Articles 6-9 on January 26, 2021
- General topics on March 23, August 10, November 23, and December 14, 2021

The full draft of the update was posted to both the City's website and the project website hosted by HLA for public comment in December. Few comments were received, but all were considered in revisions to the draft.

Included with this report is an Executive Summary of the major changes per Article to highlight some of the more often-cited standards and uses requested by applicants. This Summary was posted to the City's website with the Draft of the Zoning Code, and emailed to the Common Council, Plan Commission, and

City Departments for reference. Floodplain regulations included in the Draft are currently under review by the Wisconsin Department of Natural Resources. Any required changes to those portions of the Draft Code would be incorporated per their direction.

The substantial effort by all participants in the process have informed the draft Zoning and Sign Ordinance (Chapter 17) that staff and HLA are presenting for Common Council consideration at this public hearing.

Following the substantial reviews conducted over the course of the project, the Plan Commission recommended Common Council approval and adoption of the Zoning and Sign Ordinance (Chapter 17 of the Municipal Code) at their January 11, 2022 meeting.

Options/Alternatives: Council may request modifications or clarifications to the proposed text amendment provided such modifications or clarifications are in conformance with Wisconsin Statutes.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



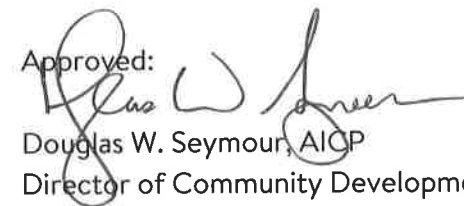
Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ord. 3028

Zoning Code Update Executive Summary (3 pages)

January 11, 2022 Plan Commission Meeting Minutes Excerpt (2 pages)

Draft Zoning and Sign Ordinance (to be provided separately)

ORDINANCE NO. 3028

BY: _____

AN ORDINANCE TO REPEAL AND RECREATE THE CHAPTER 17 ZONING CODE OF THE CITY OF OAK CREEK CODE OF ORDINANCES

Recitals

WHEREAS, pursuant to Sec. 62.23(7) Wis. Stats., the City of Oak Creek (the “City”) is authorized to adopt and amend general zoning ordinances, including a sign ordinance; and

WHEREAS, the last comprehensive zoning code for the City was completed in 1995; and

WHEREAS, on October 1, 2019, the City held an initial public workshop to obtain input from stakeholders in updating the zoning code; and

WHEREAS, throughout this process, the City solicited feedback from Plan Commission applicants and their consultants regarding this update and encouraged the submittal of public comments, including via email and the City website, through December 31, 2021; and

WHEREAS, the City Plan Commission reviewed drafts of the proposed Zoning and Sign Code at its meetings on August 11, 2020, December 8, 2020, January 26, 2021, March 23, 2021, August 10, 2021, November 23, 2021 and December 14, 2021; and

WHEREAS, the City staff with its retained consultant have worked to address those public comments and feedback from the Plan Commission; and

WHEREAS, the City is also modifying its Official Zoning Map to reflect the proposed Zoning and Sign Code that is a part of this ordinance; and

WHEREAS, the Plan Commission reviewed the final draft proposed Zoning and Sign Code at its January 11, 2022 meeting and recommended approval; and

WHEREAS, on February 14, 2022, the City held a public hearing on the proposed Zoning and Sign Code contemplated by this ordinance, in compliance with Sec. 62.23(7) Wis. Stats.; and

WHEREAS, given the expansive length and breadth of content of the proposed Zoning and Sign Code and the changes to the Official Zoning Map that are a part of this ordinance, the Zoning and Sign Code and the Official Zoning Map changes were made available for viewing on the City consultant’s website, the City of Oak Creek’s website, and at City Hall, 8040 South 6th Street, Oak Creek, Wisconsin 53154, during regular business hours, 7:30 a.m. through 4:00 p.m.; and

WHEREAS, the Common Council states that the adoption of the Zoning and Sign Code that is a part of this ordinance is in the public interest.

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

SECTION 1: The Chapter 17 Zoning Code of the City of Oak Creek Code of Ordinances for the City of Oak Creek, Wisconsin, is hereby repealed and recreated in its entirety.

SECTION 2: Articles 1 through 10 of the new Chapter 17 Zoning and Sign Code of the Code of Ordinances for the City of Oak Creek, Wisconsin, are as set forth below in this Section 2:

- Article 1 – General Provisions
- Article 2 – Establishment of Districts
- Article 3 – District Specific Standards
- Article 4 – Use Specific Standards
- Article 5 – General Development Standards
- Article 6 – Sign Standards
- Article 7 – Planned Unit Development Standards
- Article 8 – Administration and Enforcement
- Article 9 – Nonconformities
- Article 10 – Definitions

SECTION 3: The provisions of this new Chapter 17 Zoning and Sign Code shall be as contained in the version made available for viewing at the Oak Creek City Hall and on the City of Oak Creek website.

SECTION 4: The Official Zoning Map for the City shall be updated to reflect the proposed Zoning and Sign Code that is a part of this ordinance and pursuant to the Official Zoning Map made available for viewing as stated in the Recital above.

SECTION 5: The representations set forth in the Recitals above are material to this ordinance and are hereby incorporated into and made a part of this ordinance as though they were fully set forth herein.

SECTION 6: If any section, clause, provision or any portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected thereby.

SECTION 7: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this _____ day of _____, 2022.

Passed and adopted this _____ day of _____, 2022.

President, Common Council

Approved this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



City of Oak Creek Zoning Code Update

An overview of proposed changes to the City's Zoning Code

About the update

Following the adoption of the *Comprehensive Plan*, City of Oak Creek, the City began the process of updating the Zoning Code. Although portions of the Zoning Code had been amended over the years, a comprehensive overhaul had not occurred since 1995. This update will align the Zoning Code and Sign Code with the vision, goals, and objectives of the adopted *Comprehensive Plan*.

What is changing?

Format

One of the changes users will notice immediately is the format of the Zoning Code. Rather than having uses and standards listed per Zoning District with general requirements throughout Chapter 17, the update will be organized into ten (10) Articles based partially on how frequently they are referenced. To make requirements easier to understand, wherever possible the text of the Code uses plain language to reduce "legalese." In the code itself, there are more graphics and tables to create a user friendly and complete document — no need for a separate Zoning Illustrations document to reference!

Article 2: Establishment of Districts

Eliminates the B-1, Local Business District: Following an inventory and analysis of the Business Districts, it was determined that very few parcels in the City were located within the B-1 district. Those that were zoned B-1 also met the requirements of the B-2, Community Business District, which ultimately led to the conclusion that the B-1 district was no longer valid or required. Those parcels currently zoned B-1 will be rezoned to the B-2 district following adoption of the new Code.

Eliminates the Lakefront Overlay and General 27th Street Overlay Districts:

Analysis of these Overlay Districts concluded that the requirements were more appropriate as part of the general Zoning Code rather than in addition to the general requirements for the base Zoning District. In other words, there has been no discernable benefit to separate Overlay District requirements.

Article 3: District Specific Standards

Revises Bulk and Dimensional Standards for some districts:

Minimum lot sizes and widths will be revised as appropriate for some districts based on the analysis of existing lots within those districts.

Revises Permitted and Conditional Uses:

Uses allowed by District are now represented in separate tables for Residential Districts and Nonresidential Districts. New categories include **neighborhood retail and service** as Conditional Uses in Residential Districts except for the ER District, and **short-term rentals** as permitted uses in all Residential Districts except for the Rm-1 District. **Multifamily residential** dwellings above the ground floor will be allowed as Permitted Uses in the B-4 & B-6 Districts. **Warehousing and Distribution** uses occupying 200,000 square feet or greater will require a Conditional Use Permit in the M-1 District. **Mobile Food Establishments/Food Trucks** will be allowed as either Temporary Uses or Conditional Uses depending on whether in an approved permanent location or for a specified timeframe (this does NOT apply to City-sponsored events).

Article 4: District Specific Standards

Reduction of Interior Side Yard Setback Requirements for Single-Family Attached Dwellings:

For dwellings that contain two (2) attached dwelling units (e.g., duplexes, side-by-sides), the interior side yard setback may be reduced to zero (0).

Standards for Attached Garages:

Garages attached to single-family detached dwellings:

- May not exceed 50% of the living space of the house.
- Must share a common wall and roof with the house.
- Must provide internal access to the house.
- May not exceed the height of the house.
- May not extend more than 5 feet ahead of the closest portion of the front façade to the front lot line.
- Garage doors maximum width:
 - ◊ Set ahead = 45% of the house front façade width.
 - ◊ In line = 50% of the house front façade width.
 - ◊ Behind = 55% of the house front façade width.

Accessory Use Standards:

Requirements for accessory buildings are separated from those for accessory structures. A maximum of two (2) **accessory buildings** meeting specific standards and a maximum of two (2) **accessory structures** meeting specific standards are allowed per lot. New to the Code are specific allowances for **accessory dwelling units**. One (1) accessory dwelling unit at a maximum size of 800 square feet or 50% of the living space of the house (whichever is less) may be allowed interior or attached to the house, or above an existing detached garage. Additional requirements for height, access, and parking are specified. **Home occupations** meeting specific requirements will now be required to obtain a permit (*renewed annually*). Establishes standards for **permanent outdoor activities and operations** in commercial, manufacturing, and institutional districts.

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OAKCREEK
Zoning Code Update

Temporary Use Standards: Revises the requirements, restrictions, and allowances for **car, truck, and recreational vehicle parking**. Specified vehicles and equipment must be parking on a hard-paved surface, may not be located closer to the front property line than the front elevation of the house, must be located in side or rear yards (min. 5-foot setback), and outside of all easements and vision clearance areas. One (1) recreational vehicle per residential or agricultural lot is allowed to be stored outside in conformance with setbacks (not in the front yard). Semi-trailers and truck parking are prohibited in all residential districts.

Article 5: General Development Standards

Off-Street Parking: Provides parking stall and aisle dimensional diagrams, and establishes minimum and maximum parking requirements. Also establishes standards for bicycle parking.

Driveways: Establishes standards residential driveways and parking pads, including allowed locations, minimum setbacks, and maximum dimensions.

Landscape: Provides a diagram for required landscape areas, and updates landscape requirements using a context-sensitive approach. What this means is that in addition to the onsite landscaping required for parking lots (interior and perimeter) and building foundations, developments adjacent to potentially conflicting established uses are required to provide specific landscaping elements in transition areas. For instance, if a Multifamily Residential development is proposed adjacent to a Single-Family Residential area, Transition Area B Standards must be used. Diagrams for each standard are provided in this Section to aid developers and residents with the requirements. This Section also establishes a tree preservation program in which trees meeting certain criteria may not be removed without a plan prepared by a certified landscape architect and approved by the Department. The intent is to maintain as many viable established trees as possible within the City while still allowing for development goals. Maintenance of the required landscaping per approved plans is specified in this Article to ensure that standards are upheld throughout the life of the development.

Fences: Updates the standards for fences in all districts. Coated chain link fences may only be sited in rear yards of residential districts.

Open Space: This Section is currently under revision to specify criteria under which a reduction in the open/green space requirement may be considered. No reduction will be allowed in excess of the cumulative allowed by the reduction criteria (i.e., a minimum percentage of open/green space will always apply).

Article 6: Sign Standards

Standards for Permanent Signs Requiring a Permit.

Updates the allowed sign area and dimensions, number, and requirements for signs.

- **Wall Signs** are allowed up to a maximum percentage of the face of the wall on which it is placed (5% or 10% depending on the zoning district) or a maximum of 30 square feet, whichever is greater. Single-tenant buildings will be allowed one (1) primary wall sign per lot frontage and up to three (3) secondary wall signs for buildings with lineal frontage over 75 feet in accordance with specified criteria. The cumulative allowed sign area cannot exceed 400 square feet (unless as part of a PUD). Multitenant buildings will still require an approved Planned Sign Program.
- **Monument Signs** for single-tenant buildings are allowed up to a maximum of 25 square feet or 50 square feet, and no taller than 5 feet or 8 feet, depending on the zoning district. Multitenant buildings are allowed up to a maximum of 50 square feet or 100 square feet, and no taller than 10 feet or 16 feet, depending on the zoning district. No more than one (1) sign per frontage per lot is allowed in accordance with setbacks, easement restrictions, and vision clearances. Standards for the base are established with the requirements for landscaping.
- **Awning or Canopy Signs** are restricted to a maximum of 30% of the face on which the sign will be placed, which counts toward the maximum amount of sign area allowed for wall signs. Sign copy is limited to awnings or canopies over ground-floor entrances and windows.
- **On-Site Traffic Directional Signs** are allowed up to a maximum height of four (4) feet, and no more than six (6) square feet.

Standards for Temporary Signs Requiring a Permit: Updates the allowed sign types, area and dimensions, number, and requirements for signs.

- **Display Period** Temporary signs in nonresidential zoning districts may be displayed for a maximum of 14 continuous days, with no more than three (3) display periods per single-tenant building and one (1) display period for multitenant buildings in a calendar year. Extensions may be granted by the Director of Community Development or Plan Commission.
- **Wall-Mounted Banner Signs** are allowed up to 2.5% (max. 30 square feet) or 5% (max. 60 square feet) of the total area of the face of the wall on which the sign is placed, depending on the zoning district. One (1) sign is allowed per lot frontage.
- **Ground-Mounted Signs** up to a maximum height of six (6) feet and no more than 32 square feet are allowed in accordance with setbacks, easement restrictions, and vision clearances. One (1) sign is allowed per lot.

Standards for Temporary Signs Not Requiring a Permit: Updates the allowed sign types, area and dimensions, number, and requirements for signs.

- **Yard signs** up to a maximum height of five (5) feet and no more than four (4) square feet are allowed in accordance with setbacks, easement restrictions, and vision clearances. A maximum of two (2) signs may be displayed concurrently per residential lot. A maximum of one (1) sign may be displayed in nonresidential or mixed-use zoning districts. An additional two (2) signs may be displayed within 30 days of any election, and must be removed within 48 hours of the election.

General Sign Regulations: Prohibits off-premise signs, pole/pylon signs, roof signs, and outline lighting in all zoning districts.

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Article 8: Administration and Enforcement Standards

Administrative Review and Approval

Identifies the appropriate person or entity for decisions on specific requests.

- **Letter of Interpretation.** An official interpretation of the Zoning Code by the Community Development Director may be requested. Application requirements are provided.
- **Administrative Adjustment.** Defines the minor departures from the Zoning Code that may be granted by the Community Development Director (subject to specific review criteria), including:
 - ◊ Up to a 10% reduction in one (1) of the required yard setbacks when the adjustment is the only modification requested.
 - ◊ A reduction of the applicable off-street parking or bicycle parking requirements by not more than (1) space.
 - ◊ An increase to the maximum building height by not more than five (5) percent.
 - ◊ Any required yard setback for wheelchair ramps accessory to residential uses.
- **Certificate of Zoning Compliance.** Whenever a new use is proposed for an existing building, an accessory structure is proposed, or when a Building Permit or Occupancy Permit is requested, a Certificate of Zoning Compliance will be required. This Certificate will ensure that the proposed use and/or structure meets the requirements of the Zoning Code. Requests for Certificates of Zoning Compliance may also be made when no change of use or construction is proposed on a property.
- **Short-Term Temporary Use Permit.** Defines and establishes the criteria for short-term temporary uses, including permit application requirements. Temporary uses in this category may be approved up to a maximum of 14 days. Long-Term Temporary Use Permit requests for those activities anticipated to occur beyond the 14-day period allowed by the Short-Term Temporary Use Permit will require review and approval by the Plan Commission.



Public Feedback

The Draft Zoning & Sign Ordinance is available for public review on the project website (PDF) or on the Community Development page of the City website.

Comments and questions can be submitted through the City's website at <https://www.oakcreekwi.gov/government/departments/community-development/comprehensive-plan-update>.

Oak Creek • WI Zoning Code Update



Community Outreach

- **October 1, 2019 Stakeholder Meeting**
- **June 23, 2020 Plan Commission Meeting**
 - General Update
 - [View the meeting recording on YouTube](#)
- **August 11, 2020 Plan Commission Meeting**
 - Articles 2-4
 - [View the meeting recording on YouTube](#)
- **December 8, 2020 Plan Commission Meeting**
 - Articles 5-9
 - [View the meeting recording on YouTube](#)
- **January 26, 2021 Plan Commission Meeting**
 - Articles 6-9
 - [View the meeting recording on YouTube](#)
- **March 23, 2021 Plan Commission Meeting**
 - General Topics: Accessory buildings, Food Truck Parks, RV Parking, Breweries/Microbreweries, Fences, Signs, Electric Vehicle Charging Stations, Certificate of Zoning Compliance
 - [View the meeting recording on YouTube](#)
- **August 10, 2021 Plan Commission Meeting**
 - General Topics: Garages, Food Truck Parks, Outdoor Events, Temporary Food Truck Parks, Driveways, Single-Family Residential Fences, Signs
 - [View the meeting recording on YouTube](#)
- **November 23, 2021 Plan Commission Meeting**
 - [View the meeting recording on YouTube](#)
- **December 14, 2021 Plan Commission Meeting**
 - [View the meeting recording on YouTube](#)

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, JANUARY 11, 2022**

Alderman Loreck called the meeting to order at 6:02 p.m. The following Commissioners were present at roll call: Commissioner Sullivan, Alderman Loreck, Alderman Guzikowski, Commissioner Oldani, Commissioner Siefert, and Commissioner Chandler. Mayor Bukiewicz, Commissioner Hanna, and Commissioner Carrillo were excused. Also present: Kari Papelbon, Senior Planner; Jack Kovnesky, Planning Intern; and Mike Havey, Assistant Fire Chief.

ZONING CODE ADOPTION

Planner Papelbon provided an overview of proposed amendments to Chapter 17 of the Municipal Code, revising and recodifying Sec. 17.0101 – Sec. 17.1402 to Articles of the Zoning & Sign Ordinance (see staff report for details).

Planner Papelbon stated that the definitions, the Sections for attached garages for Single-Family Attached and Detached, and clarifying Single-Family Attached from Multifamily revisions are in progress.

Commissioner Siefert asked about the setback from the flood fringe.

Planner Papelbon stated that there is no setback requirement from the flood fringe, but there is a wetland setback, which would probably be greater than the flood fringe would be. The flood fringe (which is not the same as floodway) still has the 1.1: 1 compensatory storage requirement that is not changing. The wetland setback is new in the Zoning Code.

Alderman Loreck commended the staff and Plan Commission for all the hard work that was put into amending the Code.

Commissioner Siefert asked about the effective date.

Planner Papelbon stated that the Common Council needs to adopt it, and then the ordinance needs to be published before it could be effective. Planner Papelbon mentioned that it could take a few times before it is effective because the Common Council may have questions or comments.

Commissioner Oldani asked whether there have been any presentations to the Common Council and if any feedback from the Common Council was received. Commissioner Oldani also wondered how it would play out once it is presented to the Common Council.

Planner Papelbon stated that there have been no specific presentations to the Common Council, and that although she has provided information and requested such, she has not received any feedback. Planner Papelbon stated that the Plan Commission has served as the Steering Committee for the Zoning Code update, and stated that the Common Council usually are on board with the items that Plan Commission recommends.

Alderman Loreck stated that this would be similar to any other topics that are recommended to the Common Council.

Alderman Guzikowski stated that when a topic has been forwarded to the Common Council, usually Alderman Loreck, Mayor Bukiewicz, and himself will provide any input that has been provided at the Plan Commission meetings.

Planner Papelbon mentioned that the Codes are harder for people to understand than the Comprehensive Plan, and that there will be questions and areas that the Planning Commission may have overlooked.

Planner Papelbon commended the Plan Commission for all the work that was put into the update to the Zoning Code, which has not had a comprehensive overhaul since 1995.

Alderman Guzikowski moved that the Plan Commission recommends to the Common Council that Chapter 17 – Zoning Code of the Municipal Code be amended as proposed after a public hearing.

Commissioner Siepert seconded. On roll call: all voted aye

Commissioner Siepert moved to adjourn the meeting. Commissioner Oldani seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 8:54 pm.

ATTEST:



Kari Papelbon, Plan Commission Secretary

1-25-22

Date



COMMON COUNCIL REPORT

Item: Assembly Bill 610 and its' Substitute Amendment shifts Property Tax Burden to Homeowners and Small Businesses to the Benefit of Large Commercial Property Owners.

Recommendation: That the Council adopts Resolution No. 12307-021422, A Resolution Urging the Wisconsin State Legislature to reject Assembly Bill 610, and any Proposed Substitute Amendments, which Shifts Property Tax Burden to Homeowners and Small Businesses to the Benefit of Large Commercial Property Owners.

Fiscal Impact: No immediate fiscal impact is anticipated regarding the Resolution; however, unanticipated and negative property tax base erosion and tax burden shifting could occur if the proposed legislation is made into law.

- 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: Assembly Bill 610 (AB 610) and the proposed amendment arbitrarily restricts the information assessors may use to determine fair market value. The proposed changes favor large corporations and owners of high-value land by blocking information that is real evidence of value, thereby shifting the tax burden to residential and small business owners. Properties located in tax increment districts (TIDs) may see value and tax revenue decreases such that the obligations of the TID cannot be met, or will take longer to meet. This will result in more tax burden on the balance of residential and small business property owners.

This bill would prohibit assessors from using various methods of determining assessed value: mortgages or bank appraisals; projected rents and other future or anticipated benefits; list and asking prices or rents; price trends in order to increase the value of multiple properties by a general amount or percentage; and would consider the value of a club house, swimming pool, or other amenity that is part of a multifamily property when assessing the multifamily property if the club house receives minimal or no rental income, regardless of whether the club house is located on a separate lot. The bill would also allow the Wisconsin Statute to control practices of the assessor when there is an inconsistency or ambiguity between the Wisconsin Property Assessment Manual and Statutes. This clause is unnecessary as Statutes already do preempt the Assessment Manual.

A substitute amendment was proposed in the Senate to simplify the argument by not looking at asking rents to determine fair market value and to codify that statutes preside over the Assessment Manual. By removing the ability to use list, asking, or rent prices would diminish assessors' ability to determine fair market values. Despite the potential "downsizing" of the legislation by the substitute amendment, the central tenant of not

allowing asking rents to be used as evidence when establishing a valuation still remains, and is the most problematic policy change in bill.

Options/Alternatives: The Common Council could choose to not adopt Resolution No. 12307-021422 and refrain from taking a policy position on AB 610.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Carly E. Persson
Graduate Management Assistant

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments: Resolution No. 12307-021422

RESOLUTION NO. 12307-021422

RESOLUTION URGING THE WISCONSIN STATE LEGISLATURE TO REJECT ASSEMBLY BILL 610 AND ANY PROPOSED AMENDMENTS, WHICH SHIFTS PROPERTY TAX BURDEN TO HOMEOWNERS AND SMALL BUSINESSES TO THE BENEFIT OF LARGE COMMERCIAL PROPERTY OWNERS

WHEREAS, Assembly Bill 610 arbitrarily restricts the information assessors may use to determine fair market value; and

WHEREAS, the proposed changes favor large corporations and owners of high-value land by blocking information that is real evidence of value, thereby shifting the tax burden on homeowners' small businesses; and

WHEREAS, a mortgage or bank appraisal is a real indicator of value because the company lending the money used a licensed appraiser who is ethically bound to arrive at a fair market value for the real estate, which the lender relies upon to loan its capital; and

WHEREAS, list or asking prices, or list or asking rents are real indicators of value because a person in the business of selling or renting real estate is going to market their property for a market rate in order to sustain their business; and

WHEREAS, price trends are important data points because they indicate the real value of real estate in the short term; and

WHEREAS, it makes no sense to prohibit the use of price trends to increase multiple properties yet allow price trends to be used to decrease multiple properties because it is the same data; and

WHEREAS, there is value in a club house, swimming pool, or other amenity that is part of a multifamily property even if the club house receives minimal or no rental income because the multi-family property can just incorporate the cost of the amenities into rents, thereby gaining the value of the amenity without paying the taxes on that amenity; and

WHEREAS, the information Assembly Bill 610 proposes to restrict is most used to value large commercial properties by showing their true value and by restricting that information, the state is allowing commercially-interested property owners to lower their tax bills and pass on the tax burden to property owners who do not have the same incentive to challenge their assessment; and

WHEREAS, legislative changes proposed in a substitute amendment before the Senate improve the proposed bill, but still retains the central policy of limiting evidence that can be used to determine fair market value; and

WHEREAS, this bill is another example of individual and group lobbyists with financial wherewithal to fund campaigns of state officials dictating public policy and legislation;

NOW THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek urges the Legislature to avoid giving a windfall to the commercially-interested property owners/taxpayers at the expense of other residential and small business property owners/taxpayers by opposing this legislation.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 14th day of February, 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 _____

COMMON COUNCIL REPORT

- Item:** Naval Criminal Investigative Service (NCIS) Law Enforcement Information Exchange (LInX) Memorandum of Understanding
- Recommendation:** That the Common Council approves Resolution No. 12305-021422, a Resolution Approving the Naval Criminal Investigative Service (NCIS) Law Enforcement Information Exchange (LInX) Memorandum of Understanding
- Fiscal Impact:** None - The City will not incur direct costs associated with this MOU. There will be some time on behalf of the Information Technology (IT) Services Division to assist with the LInX interface with our current Report Management System (RMS).
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: In the wake of the September 11, 2001 terrorist attacks, the Naval Criminal Investigative Service (NCIS) found it essential that Federal, State, and local law enforcement agencies cooperate in the efforts to share pertinent information to further our war against crime and terrorism. The focus of the NCIS was, and still is, to coordinate information sharing with all Department of Defense (DoD) agencies as well as any Federal, State, or local law enforcement agencies that border bodies of water the U.S. Navy or U.S. Coast Guard patrol.

With this goal, the NCIS LInX Midwest reached out to the Oak Creek Police Department to be a part of this program. There is no cost associated with joining the NCIS; they bear all of the costs to house the information and searchable database interface. Furthermore, we decide what information we will share and to what extent. So, we will tailor this to fall within State public records requirement, and for example, restrict any juvenile information from being shared. It is also directed that LInX records are not 'official records' and any other LInX members will need to reach out to the 'records agency' to verify and get the 'official record'.

The benefit is that we will have access to many more records than we currently have access to or otherwise would not have access to. This information is beneficial to our criminal investigations as well as greatly reducing the time an officer/detective would need to put into contacting agencies one at a time to see if they have such information.

Although there is no direct cost to this there will be some time incurred by our IT Services Division to assist with the interface from our Report Management System (RMS) to the LInX system. There is no deadline for this and can be accomplished on our IT Services Division's desired time table.

Options/Alternatives: The Common Council could decide not to approve this MOU which would result in the Oak Creek Police Department neither participating in nor receiving information provided by the NCIS LInX database.

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 - 2022 LInX Midwest Memorandum of Understanding (MOU)

Exhibit #2 - 2022 Appendix B Midwest LInX MOU

Exhibit #3 - Resolution No. 12305-021422

RESOLUTION NO. 12305-021422

RESOLUTION APPROVING THE NAVAL CRIMINAL INVESTIGATIVE SERVICES LAW ENFORCEMENT INFORMATION EXCHANGE MEMORANDUM OF UNDERSTANDING

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Naval Criminal Investigative Services (NCIS) Law Enforcement Information Exchange (LInX) 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, 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 14th day of February, 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 _____

**MEMORANDUM OF UNDERSTANDING
AMONG THE NAVAL CRIMINAL INVESTIGATIVE SERVICE
AND PARTICIPATING FEDERAL, STATE, COUNTY AND MUNICIPAL AGENCIES
FOR AN INFORMATION SHARING INITIATIVE KNOWN AS
THE LAW ENFORCEMENT INFORMATION EXCHANGE MIDWEST (LInX MIDWEST)**

A. PURPOSE.

1. This Memorandum of Understanding (MOU) is entered into by the Naval Criminal Investigative Service and the Federal, State, and local law enforcement agencies participating in an information sharing initiative for operation of a regional warehouse of databases, known as the Law Enforcement Information Exchange Midwest (LInX Midwest). The purpose of this MOU is to set forth the policy and procedures for the use of the LInX by the participating parties, including the ownership and control of the information within the system, which may be contributed by each party for use by the LInX and the participating agencies.

2. The driving impetus for this initiative and MOU is to further the wars against crime and terrorism in the wake of the September 11th terrorist attacks against the United States. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime and terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these ends, it is essential that all Federal, State, and local law enforcement agencies cooperate in efforts to share pertinent information. LInX Midwest will integrate relevant records of the parties within a single warehouse of databases, effectively providing each participating agency with a single source for regional law enforcement information.

3. LInX Midwest will be available for use by participating law enforcement agencies in furtherance of authorized law enforcement activities as well as the prevention and detection of terrorist risks and threats. Utilizing the LInX capabilities will significantly advance public safety and security, and will enhance the protection of this Nation's critical Naval and military resources in the Great Lakes area of the Midwest.

4. LInX records are not the official records of any agency and placement in LInX does not transfer possession or dominion over such entries to any other LInX member. They are merely copies of key portions of an agency's official record staged for ready electronic reference by LInX members.

B. PARTIES.

1. The parties to this MOU are: Chicago Police Department, Gurnee Police Department, Harwood Heights Police Department, Naval Criminal Investigative Service, Schiller Park Police Department, Waukegan Police Department and other law enforcement agencies approved for membership.

2. The parties agree that maximum participation by all eligible law enforcement agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this MOU in the future. An eligible agency must apply for and be approved by the Governance Board to become a joining agency. The Governance Board shall establish criteria for eligibility to join, such as, but not limited to: security compliance, data accountability, technical

capability, and operational history. A joining agency once approved by the Governance Board shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

C. POINTS OF CONTACT. Each party shall designate an individual as the party's point of contact (POC) for representing that party in regard to the MOU. A party may change its POC at any time upon providing written notification thereof to the Governance Board.

D. AUTHORITY.

1. Authority for the Naval Criminal Investigative Service to enter into this MOU includes Department of Defense (DoD) Instruction 5505.03, Initiation of Investigations by Defense Criminal Investigative Organizations, dated March 24, 2011; and SECNAVINST 5430.107, Mission and Functions of the Naval Criminal Investigative Service, dated 28 Dec 2005.

2. Authority for state, county, and local agencies to enter into this MOU includes their applicable State's Revised Statutes.

E. MISSION/OBJECTIVES. This initiative seeks to capture the cumulative knowledge of regional law enforcement agencies in a systematic and ongoing manner to maximize the benefits of information gathering and analysis to prevent and respond to terrorist and criminal threats; to support preventive, investigative and enforcement activities; and to enhance public safety and force protection for the Nation's critical infrastructure in the Great Lakes area. The specific objectives of LInX Midwest are to:

1. Integrate specific categories of law enforcement, criminal justice and investigative data from participating agencies in near real time within one data warehouse that will be accessible by all participating agencies.

2. Dramatically reduce the time spent by participating agency personnel in search and retrieval of relevant data by providing query and analytical tools.

3. Provide the means for the participating agencies to develop analytical products to support law enforcement, force protection, and counterterrorism operational and investigative activities.

4. Provide an enhanced means for the participating agencies to produce strategic analytical products to assist administrative decision-making processes for area law enforcement executives.

F. CONCEPT.

1. LInX is a cooperative partnership of Federal, DoD, State, county, and local law enforcement agencies, in which each agency is participating under its own individual legal status, jurisdiction, and authorities, and all LInX operations will be based upon the legal status, jurisdiction, and authorities of the individual participants. LInX is not intended to, and shall not, be deemed to have independent legal status.

2. The LInX will become a central, electronic repository of derivative Federal, State, county, and local law enforcement and investigative data, with each party providing for use fields of information from its own records which may be pertinent to LInX members' law enforcement mission. Once the database warehouse is populated and properly structured, the system will function with querying and analytical tools in support of law enforcement activities, criminal investigations, force protection, and counter terrorism, and for the development of reports by the participating agencies for the use of their executive decision makers.

3. LInX functionality may be enhanced via acquisition and use of commercially available references, public source information, and software applications such as commercial directories, census data, mapping applications, and analytical applications.

4. The LInX database warehouse collection will be resident on servers located at the Alexandria Police Department, Virginia Data Center located at 3600 Wheeler Avenue, Alexandria, VA 22304. The Data Center is a state-of-the-art CJIS approved facility. The warehouse will contain "Sensitive but Unclassified" (SBU) information from the records systems of the MOU parties. All parties to this MOU contributing data to LInX will have equal access to the LInX functionality via secure Internet connections for read, analytical and lead purposes only.

5. LInX is not a criminal history system or a criminal intelligence system governed by the provisions of Title 28, Parts 20 and 23 respectively, of the Code of Federal Regulations.

G. OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION.

1. Each party retains sole ownership of, exclusive control over content and sole responsibility for the information it contributes, and may at will at any time update or correct any of its information in LInX, or delete it from the LInX entirely. All system entries will be clearly marked to identify the contributing party.

2. Just as each party retains sole ownership and control of the information it contributes, so does a party retain sole ownership and control of the copies of that information replicated in LInX. A LInX user may print a record from LInX and retain said copy for a period not to exceed 72 hours to assist with case investigation. At the end of the 72 hour period said user must destroy the copy. No records printed from LInX may be used as part of any investigative case file. A user must obtain an official record and approval from the contributing agency in order to use in an investigative case file.

3. The contributing party has the sole responsibility and accountability for ensuring that no information is entered into LInX that was obtained in violation of any Federal, State, or local law applicable to the contributor.

4. The contributing party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures applicable to the party's entry and sharing of information into LInX.

5. The contributing party has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information contributed. Each party will notify the contributing party and the Governance Board of any challenge to the accuracy of the contributing party's information.

6. Because information housed by LInX will be limited to duplicates of information obtained and separately managed by the entering party within its own record system(s), and for which the contributing party is solely responsible and accountable, information submitted by the participating parties shall not be altered or changed in any way, except by the contributing party. The contributing party should not make any changes to the data in the LInX warehouse that is not mirrored within the contributing party's source records.

7. LInX will thus only be populated with mirrored information derived from each contributing party's "own records," and is not in any manner intended to be an official repository of original records, or to be used as a substitute for one, nor is the information in the system to be accorded any independent record system status. Rather, this electronic system is merely a means to provide timely access for the law enforcement parties to information that replicates existing files/records systems.

8. To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in "mining" of LInX information may be relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s) in accordance with that party's records management processes (subject to obtaining any contributing party's consent as provided below). A party that desires to incorporate in its own separate records information contributed by another party, including any analytical products based on another party's information, must first obtain the entering party's express permission.

9. Commercially available references, public source information, and software applications, such as commercial directories, census data, mapping applications, and analytical applications are considered to be nonrecord material and will be maintained in accordance with applicable contracts and/or licensing agreements. To the extent that any such information is relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s) in accordance with that party's records management processes and any applicable contract or licensing agreement.

10. Each agency has agreed to submit law enforcement, criminal justice and investigative types of records, reports, and information into the LInX warehouse.

11. There is no obligation and there should be no assumption that a particular party's records housed in the LInX database warehouse represent the totality of all records of that party's records system for any subject or person.

H. ACCESS TO AND USE OF INFORMATION

1. Each party will contribute information to LInX and agrees to permit the access, dissemination, and/or use of such information by every other party under the provisions of this MOU (and any other applicable agreements that may be established for LInX). The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party.

2. Agencies that do not provide data for inclusion in the LInX are not eligible to be parties without express, written approval of the LInX Governance Board. Only duly constituted law enforcement agencies of a Federal, military, state, county, or local jurisdiction may become a party of LInX.

3. All parties will have access via a secure Internet connection to all the information in LInX, as provided in this MOU and any other applicable agreements that may be established for LInX; and each agency is responsible for providing its own internet connectivity.

4. An accessing party has the sole responsibility and accountability for ensuring that any access complies with any laws, regulations, policies, and procedures applicable to the accessing party.

5. A party may only access LInX when it has a legitimate, official need to know the information for an authorized law enforcement, counter terrorism, public safety, and/or national security purpose, after receiving training appropriate to this MOU. The system may also be used for training, testing and demonstration purposes for existing and future law enforcement agencies.

6. An accessing party may use information for official matters only. This includes member law enforcement agencies(s) background checks of its own employees or perspective employees. The system cannot be used for mass screening, general licensing and employment purposes, background investigations of federal, state or local employees or any other non-law enforcement purpose.

7. Information in the system, including any analytical products, may not be used for any unauthorized or non-official purpose and shall not be disseminated outside of an accessing party without first obtaining express permission of each party that contributed the information in question. Specifically included within this prohibition is the use of information in the preparation of judicial process such as affidavits, warrants, subpoenas, etc.

8. Notwithstanding the requirement in the previous provision that information may not be disseminated without first obtaining express permission of each party that contributed the information in question, in accordance with and to the extent permitted by applicable law, required court process, or guidelines issued jointly by the Attorney General of the United States and the Director of Central Intelligence, immediate dissemination of information can be made if a determination is made by the recipient of the information:

(a) that the matter involves an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to the national security; and

(b) requires dissemination without delay to any appropriate federal, state, local, or foreign government official for the purpose of preventing or responding to such a threat.

The owner of the information shall be immediately notified of any and all disseminations made under this exception.

9. Any requests for reports or data in LInX records from anyone other than a party to this MOU will be directed to the contributing party.

10. Agencies who are not part of this MOU or LInX/DDEx partner system will not have direct access to LInX. Requests by such agencies for copies of information contained in LInX must be referred to the individual LInX party that owns the information.

11. The information in the LInX system shall not be used to establish or verify the eligibility of, or continuing compliance with statutory and regulatory requirements by applicants for, recipients or beneficiaries of, participants in, or providers of services with respect to, cash or in-kind assistance or payments under the Federal, State or Commonwealth benefit programs, or to recoup payments or delinquent debts under such Federal, State or Commonwealth benefit programs.

12. LInX includes an audit capability that logs user activity. Each agency will designate a point of contact that shall have access to that member agency's portion of the audit log. However, the audit log aggregate is not a record of information wholly controlled by any one member agency and no single member agency may disclose the content of the entire log. Any requests for copies of the entire audit log will be forwarded to each member agency for direct response to that member agency's portion of the audit log.

I. SECURITY.

1. Each party will be responsible for designating those employees who have access to LInX. This system has been developed with the capability to record each use of the system, including the identity of the individual accessing the system, and the time of the access to the system, and the information queried. The system was developed with security in mind. It should be remembered by each participating member that access to the information within the system should be on a strictly official, need-to-know basis, and that all information is law enforcement sensitive.

2. Each party agrees to use the same degree of care in protecting information accessed under this MOU as it exercises with respect to its own sensitive information. Each party agrees to restrict access to such information to only those of it's (and its governmental superiors) officers, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with an official "need to know" such information.

3. Each party is responsible for training those employees authorized to access the LInX system regarding the use and dissemination of information obtained from the system. Specifically, employees should be given a clear understanding of the need to verify the reliability of the information with the contributing party before using the information for purposes such as preparing affidavits, or obtaining subpoenas and warrants etc. Parties should also fully brief accessing employees about the proscriptions for using third party information as described in Section H, paragraphs 4–11, above.

J. PROPERTY.

1. The equipment purchased by the NCIS to support this effort will remain the property of the NCIS.

2. Ownership of all property purchased by parties other than the NCIS will remain the property of the purchasing party. Each party accessing the LInX from the party's facility shall provide its own computer stations for its designated employees to have use and access to LInX. The accessing party is

responsible for configuring its computers to conform to the access requirements. Maintenance of the equipment purchased by the accessing party shall be the responsibility of that party.

K. COSTS. Unless otherwise provided herein or in a supplementary writing, each party shall bear its own costs in relation to this MOU. Even where a party has agreed (or later does agree) to assume a particular financial responsibility, the party's express written approval must be obtained before the incurring by another party of each expense associated with the responsibility. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

L. LIABILITY.

1. LInX is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by a party to perform LInX-related functions shall not be considered employees of LInX or of any other party for any purpose. The assigning party thus remains solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to LInX functions.

2. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties acknowledge responsibility for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

M. GOVERNANCE.

1. The parties recognize that the success of this project requires close cooperation on the part of all parties. To this end, LInX will be operated under a shared management concept in which the parties will be involved in formulating operating policies and procedures. The LInX Midwest Governance Board will consist of the head (or authorized designee) of each participating law enforcement agency. The parties agree to comply with all future policies and procedures developed by this Governance Board.

2. Each member of the Governance Board shall have an equal vote and voice on all board decisions. Unless otherwise provided, Roberts Revised Rules of Order shall govern all procedural matters relating to the business of the Governance Board.

3. A chairperson shall be elected by its members, together with such other officers as a majority of the Board may determine. The chairperson, or any board member, may call sessions as necessary. For a meeting to occur a minimum of 51% of the membership must be present and a simple majority of those present shall be required for passage of any policy matters. A tie vote does not pass the matter. At the discretion of the Board of Governance Chairperson, a telephone or email poll of Board members may be substituted to resolve any issues. The Board of Governance may also establish any needed committees such as technical, user, and legal.

4. Disagreements among the parties arising under or relating to this MOU shall be resolved only via consultation at the lowest practicable level by and between the affected parties and their sponsoring agencies (or as otherwise may be provided under any separate governance procedures) and will not be referred to any court, or to any other person or entity for settlement. All unresolved matters will go before the Governance Board.

5. The Governance Board may establish additional procedures and rules for the governance of LInX and in furtherance thereof may enter into one or more separate formal or informal agreements, provided that any such agreement does not conflict with the spirit, intent, or provisions of this MOU, and is sufficiently memorialized to meet the business purposes of LInX governance (including adequately informing current and future parties). Such governance agreement(s) may, for instance address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures, rules, and practices; meetings, quorums, and voting procedures; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

N. NO RIGHTS IN NON-PARTIES. This MOU is an agreement among the parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the NCIS, the Department of the Navy, the Department of Defense, the FBI, the Department of Justice, the United States, a party, or any State, county, locality, or other sponsor under whose auspices a party is participating in the LInX or the officers, directors, employees, detailees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

O. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION.

1. As among the original parties, this MOU shall become effective when the duly authorized representatives of each party have all signed it. For parties who subsequently join, this MOU shall become effective when completed and signed by the joining party's duly authorized representative and countersigned by the representatives of the LInX authorized to do so under LInX Governance procedures applicable at the time of joining.

2. This MOU shall continue in force indefinitely for so long as it continues to advance the participants' mission purposes, contingent upon approval and availability of necessary funding.

3. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all parties. However, the parties may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution: does not conflict with the spirit, intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties; and is sufficiently memorialized to meet the business purposes of LInX governance (including adequately informing current and future parties).

4. This MOU may be terminated at any time by the mutual written agreement of the duly authorized representatives of all parties. A party's duly authorized representative may also terminate the party's participation in the MOU upon written notice to all other parties of not less than thirty 30

days. A party's participation may also be terminated involuntarily as may be provided in an applicable governance agreement.

5. Upon termination of this MOU, all property being used under its purview will be returned to the respective supplying party. Similarly, if an individual party's participation in this MOU is terminated, the party will return any property to supplying parties, and the remaining parties will return any property supplied by the withdrawing party.

6. All information contributed to LInX by a terminating party will be deleted from LInX.

7. As to information in the LInX during a party's participation under this MOU, the rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information shall survive any termination. This applies both as to a terminating party's information, and to the other parties' disclosure and use of a terminating party's information.

P. APPENDICES

- A. Form for new agencies to join MOU (and copies of executed forms for each new agency which has so joined)
- B. Points of Contact
- C. Governance Provisions (may be added later at the discretion of the Board)
- D. Security Policy (may be added later).

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each participating agency on an individual page attached hereto and incorporated herein as part of this MOU.

APPENDIX A - LInX MIDWEST MEMORANDUM OF UNDERSTANDING

PURPOSE: This document effects the joining by the _____ in the MEMORANDUM OF UNDERSTANDING AMONG THE NAVAL CRIMINAL INVESTIGATIVE SERVICE AND PARTICIPATING FEDERAL, STATE, AND LOCAL AGENCIES FOR AN INFORMATION SHARING INITIATIVE KNOWN AS THE MIDWEST LAW ENFORCEMENT INFORMATION EXCHANGE (LInX).

AGREEMENT: The Joining Party agrees to abide by all provisions and assume all obligations and responsibilities of the MOU, including any formal changes and any administrative, technical, and operational resolutions in effect at the time of execution (as to which the Joining Party acknowledges being provided copies or other adequate notice). In return, the Joining Party shall also be considered a party and shall have the same rights and privileges as the original parties.

POINT OF CONTACT: The Joining Party's POC is:

Name and Title: _____
Office Phone: _____ Cell: _____ Fax: _____
Address: _____
Email/Other: _____

COSTS: Unless otherwise agreed in writing, the Joining Party shall bear its own costs in relation to the MOU.

EFFECTIVE DATE/DURATION/TERMINATION: This document shall take effect when completed and signed by the Joining Party's duly authorized representative and countersigned by the representatives of the LInX authorized to do so under LInX governance procedures applicable at the time of joining. Thereafter, duration and termination of the Joining Party's participation in the MOU shall be as provided in the MOU.

FOR THE JOINING PARTY:

Signature: _____ Date: _____
Name: _____
Title and Agency: _____

FOR LInX MIDWEST:

Signature: _____ Date: _____
Name: _____
Title and Agency: _____

Signature: _____ Date: _____
Name: _____
Title and Agency: _____

APPENDIX B – Midwest Region - LInX Memorandum of Understanding

PURPOSE: This document effects the participation by the:

in the Naval Criminal Investigative Service (NCIS) and participating agencies in the information sharing initiative known as the Midwest Region Law Enforcement Information Exchange (LInX) and the Federal Bureau of Investigation and state, local, tribal and federal agencies participating in the Law Enforcement National Data Exchange (N-DEx) information exchange initiative.

AGREEMENT: The Joining Party, a participant in Midwest Region LInX agrees to share legally sharable law enforcement information with the participants in N-DEx.

COSTS: NCIS will bear the cost of the connection between Midwest LInX and (N-DEx).

EFFECTIVE DATE/DURATION/TERMINATION: This document shall take effect when completed and signed by the Joining Party's duly authorized representative. Thereafter, duration and termination of the Joining Party's participation in the MOU shall be as provided in the MOU.

FOR THE JOINING PARTY:

Signature: _____ Date: _____

Name: _____

Title and Agency: _____

COMMON COUNCIL REPORT

Item: Fire Station #3 Dorm Remodel Architectural Design Services

Recommendation: That the Common Council considers a motion to award the architectural design services contract for the Fire Station #3 dorm remodel to Plunkett Raysich Architects, LLP for a lump sum fee of \$19,000.00. (Project No. 22009) (1st Aldermanic District)

Fiscal Impact: Payment for work under this contract would come from funding reserved under CIP #22009.

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: Fire Station #3 was built in 2000. The existing open-concept dorm space (912.5 square feet) was the typical layout found in stations built during that era and provides sleeping areas for 7 personnel, with each space separated by partitions and lockers. The existing partitions do not reach to the ceiling which exposes staff to hazards associated with infectious diseases such as COVID-19. More importantly, as the Department staff becomes more diverse, the partitions do not provide the necessary privacy to support a safe and comfortable work environment. The proposed build-out of individual dorm rooms will address both of these deficiencies.

The Engineering Department advertised and requested proposals be submitted for the architectural design services for the dorm remodel. We received three proposals for this project. The proposal provided consultant qualifications, references, project team, project understanding & approach and cost. The following are the top three firms based on Engineering and Fire's evaluation of the submittals:

Firm	Rank	Cost
Plunkett Raysich Architects, LLP	1	\$19,000
FGMArchitects	2	\$33,500
StudioGC	3	\$30,750

The recommendation is to award the architectural design service to Plunkett Raysich Architects, LLP for its technical capabilities and its lump sum fee of \$19,000.00.

Options/Alternatives: To not proceed with the project would mean that dorm space would remain in the existing, unsatisfactory condition.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



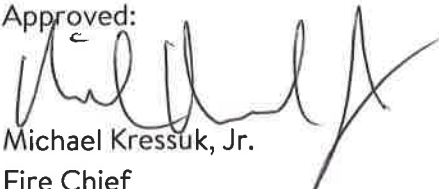
Matthew J. Sullivan, PE
City Engineer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Approved:



Michael Kressuk, Jr.
Fire Chief

Attachments: None



COMMON COUNCIL REPORT

Item: Minor Land Division (Certified Survey Map) - 7030 S. 13th St. & 1190 W. Rawson Ave. - Phil Purpero, C.W. Purpero, Inc.

Recommendation: That the Council adopts Resolution No. 12306-021422, a resolution approving a Certified Survey Map submitted by Phil Purpero, C.W. Purpero, Inc. for the properties at 7030 S. 13th St. & 1190 W. Rawson Ave. (1st Aldermanic District)

Fiscal Impact: The proposal is to combine and redivide the properties into two conforming lots prior to redevelopment. 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 Certified Survey Map (CSM) combining and reconfiguring the properties at 7030 S. 13th St. and 1190 W. Rawson Ave. Following reconfiguration, the proposed parcels will meet the dimensional requirements for all zoning districts. A 20-foot-wide access easement, an ingress/egress easement, and a 22-foot-wide drainage easement are identified and shown on the map.

Council will note that Lot 1 is currently split-zoned, and following the reconfiguration both the proposed lots will be split-zoned. Staff has included a recommended condition of approval above for both parcels to be rezoned prior to development or redevelopment in an effort to keep each under a single zoning district to avoid potentially conflicting district requirements. Technical corrections, including revisions to the signature blocks on the last page, will be required prior to recording (report prepared by Planning Intern Jack Kovnesky).

The Plan Commission reviewed this request during their February 8, 2022 meeting, and recommended approval subject to the following conditions:

1. That each of the proposed lots is rezoned into a single zoning district prior to submission of applications for development or redevelopment.
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, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Res. 12306-021422

Location Map

Proposed CSM (4 pages)

RESOLUTION NO. 12306-021422

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
PHIL PURPERO, C.W. PURPERO, INC.

7030 S. 13th St. & 1190 W. Rawson Ave.
(1st Aldermanic District)

WHEREAS, PHIL PURPERO, C.W. PURPERO, INC., 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 each of the proposed lots is rezoned into a single zoning district prior to submission of applications for development or redevelopment.
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 each of the proposed lots is rezoned into a single zoning district prior to submission of applications for development or redevelopment.
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 14th day of February, 2022.

Passed and adopted this 14th day of February, 2022.

President, Common Council

Approved this 14th day of February, 2022.

Mayor

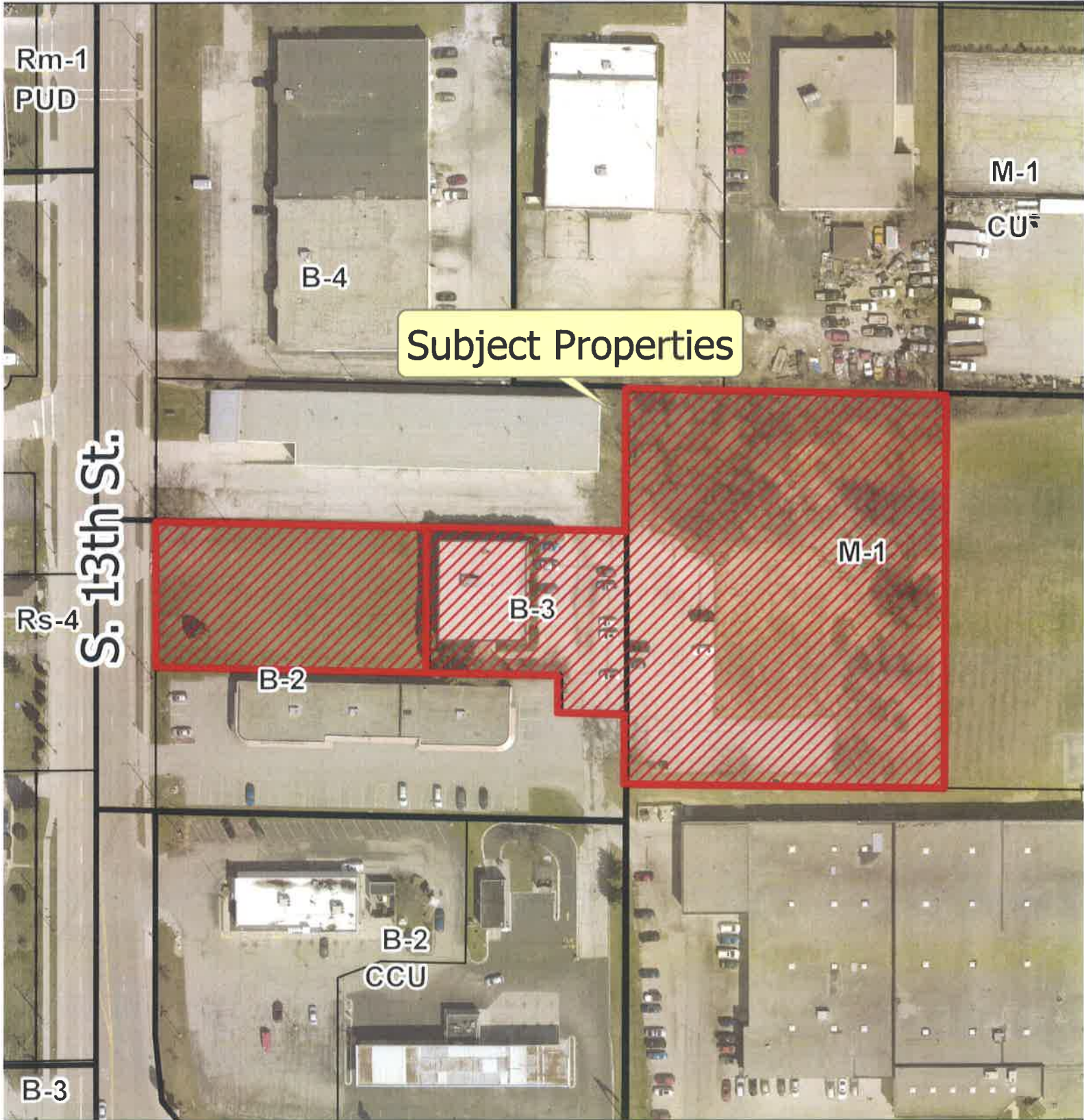
ATTEST:

City Clerk

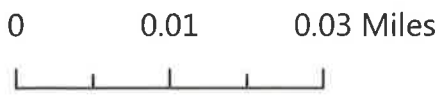
VOTE: Ayes ____ Noes ____

Location Map

7030 S. 13th St. & 1190 W. Rawson Ave.



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



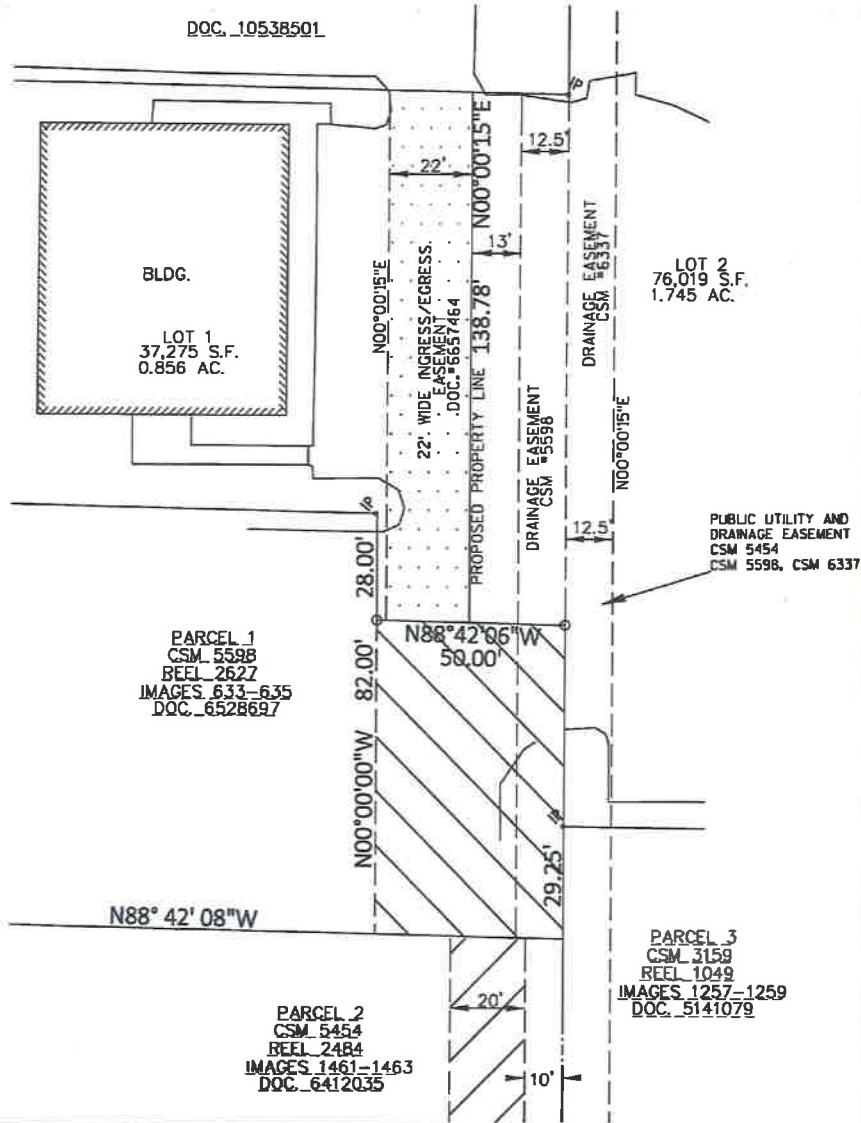
Legend

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

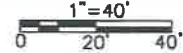
CERTIFIED SURVEY MAP NO.

A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 32, RECORDED IN THE OFFICE OF THE REGISTER DEEDS FOR MILWAUKEE COUNTY ON NOVEMBER 10, 1959 IN VOLUME 1 OF CERTIFIED SURVEY MAPS AT PAGE 69, AS DOCUMENT 3774925, AND A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6337, RECORDED ON APRIL 10, 1997, IN REEL 4029, IMAGES 211 TO 214 INCLUSIVE AS DOCUMENT NO. 7350794, ALL IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 5, IN TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

EXISTING EASEMENTS



BEARINGS ARE REFERENCED TO WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE WEST LINE OF THE SW 1/4 SECTION 5-5-22 RECORDED AS N 00°00'15" E



LEGEND

- IP 1" IRON PIPE FOUND
- 20 FOOT WIDE INGRESS AND EGRESS DOC. #6416462
- 50 FOOT WIDE INGRESS AND EGRESS CSM 5598 AND CSM 6337
- 22 FOOT WIDE INGRESS AND EGRESS CSM 5598 AND CSM 6337

- P.O.B. POINT OF BEGINNING
- SET 3/4" X 18" LONG REBAR WEIGHING 1.502 LB./FT.



CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 32, RECORDED IN THE OFFICE OF THE REGISTER DEEDS FOR MILWAUKEE COUNTY ON NOVEMBER 10, 1959 IN VOLUME 1 OF CERTIFIED SURVEY MAPS AT PAGE 69, AS DOCUMENT 3774925, AND A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6337, RECORDED ON APRIL 10, 1997, IN REEL 4029, IMAGES 211 TO 214 INCLUSIVE AS DOCUMENT NO. 7350794, ALL IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 5, IN TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, ANTHONY J. GROMACKI, PROFESSIONAL LAND SURVEYOR, S-2090, DO HEREBY CERTIFY: THAT BY THE DIRECTION OF PHILLIP PURPERO, SKYWAY INVESTMENTS LLC, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN AND DESCRIBED HEREON, A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 32, RECORDED IN THE OFFICE OF THE REGISTER DEEDS FOR MILWAUKEE COUNTY ON NOVEMBER 10, 1959 IN VOLUME 1 OF CERTIFIED SURVEY MAPS AT PAGE 69, AS DOCUMENT 3774925, AND A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6337, RECORDED ON APRIL 10, 1997, IN REEL 4029, IMAGES 211 TO 214 INCLUSIVE AS DOCUMENT NO. 7350794, ALL IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 5, IN TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID 1/4 SECTION; THENCE N00°00'15" E ALONG THE WEST LINE OF SAID 1/4 SECTION 556.00 FEET; THENCE S88°49'18"E 45.01 FEET TO THE POINT OF BEGINNING; THENCE S88°49'18"E 354.97 FEET; THENCE N00°00'15"E 108.90 FEET; THENCE S88°42'09"E 242.03 FEET; THENCE S00°00'15"W 298.58 FEET; THENCE N89°09'11"W 242.00 FEET; THENCE N00°00'15"E 52.75 FEET; THENCE N88°42'06"W 50.00 FEET; THENCE N00°00'00"W 28.00 FEET; THENCE N88°40'09"W 304.99 FEET; THENCE N00°00'15"E 109.92 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2.596 ACRES (113,056 SQUARE FEET).

I FURTHER CERTIFY THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SEC. 236.34 OF WISCONSIN STATUTES AND THE CITY OF OAK CREEK MUNICIPAL CODE IN SURVEYING, DIVIDING, AND MAPPING SAID LAND, AND THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF SAID LANDS.

DATED THIS _____, DAY OF _____, 2022.

ANTHONY J. GROMACKI
PROFESSIONAL LAND SURVEYOR, S-2090



OWNER'S CERTIFICATE:

AS OWNER I, PHILLIP PURPERO, SKYWAY INVESTMENTS LLC DO HEREBY CERTIFY THAT SAID OWNER CAUSED THE LAND DESCRIBED ON THIS TO BE SURVEYED, REDIVIDED AND MAPPED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATE STATUTES AND THE SUBDIVISION REGULATIONS OF CHAPTER 14 OF THE CITY OF OAK CREEK MUNICIPAL CODE.

PHILLIP PURPERO - OWNER SKYWAY INVESTMENTS LLC

STATE OF WISCONSIN)
MILWAUKEE COUNTY)s.s.

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2022, THE ABOVE NAMED, PHILLIP PURPERO, SKYWAYINVESTMENTS LLC KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

(NOTARY SEAL) _____ NOTARY PUBLIC, _____ COUNTY, WISCONSIN.

MY COMMISSION EXPIRES _____



CERTIFIED SURVEY MAP NO. _____

A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 32,
RECORDED IN THE OFFICE OF THE REGISTER DEEDS FOR MILWAUKEE COUNTY ON NOVEMBER
10, 1959 IN VOLUME 1 OF CERTIFIED SURVEY MAPS AT PAGE 69, AS DOCUMENT 3774925,
AND A REDIVISION OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 6337, RECORDED ON APRIL
10, 1997, IN REEL 4029, IMAGES 211 TO 214 INCLUSIVE AS DOCUMENT NO. 7350794, ALL IN
THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 5, IN TOWNSHIP 5 NORTH, RANGE 22
EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

PLANNING COMMISSION APPROVAL:

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF OAK CREEK

ON THIS _____ DAY OF _____, 2022.

DANIEL J. BUKIEWICZ, CHAIRPERSON
CITY OF OAK CREEK

DOUGLAS SEYMOUR, SECRETARY
CITY OF OAK CREEK

COMMON COUNCIL APPROVAL:

APPROVED BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK IN ACCORDANCE WITH THE RESOLUTION
NO. _____ ADOPTED ON THIS _____ DAY OF _____, 2022

DANIEL J. BUKIEWICZ, MAYOR
CITY OF OAK CREEK

CATHERINE A. ROESKE, CITY CLERK
CITY OF OAK CREEK





COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 2/14/2022 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,175.00 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):
 - * David W. Olsen (Classic Lanes)

2. Grant a 2022 Transient Merchant company license to Weed Man Lawn Care, 1425 Commerce Ave., Brookfield, WI, and to the following solicitors (favorable background reports received):

* Taylor Kuel	* Thomas Statz
* Joseph Laudolft	* Steve Kaufman
* Hayden Frym	* Kevin Ciesielczyk
* Brandon Day	

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 February 8, 2022 Vendor Summary Report in the total of \$722,693.28.

Fiscal Impact: Total claims paid of \$722,693.28. Of this grand total paid, \$115,642.40 will impact the 2021 fiscal year. The remaining amount, \$607,050.88 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

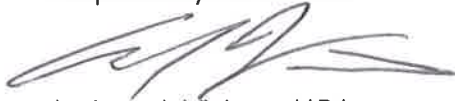
Background: Of note are the following payments:

1. \$10,438.00 to Baker Tilly US, LLP (pgs #6-7) for services in connection with 2020 single audit and 2021 financial audit.
2. \$33,178.38 to Bonnell Industries, Inc. (pg #7) for segmented plow blade replacements, Project #22026.
3. \$8,502.00 to Buelow Vetter (pgs #7-8) for legal services.
4. \$26,903.39 to Corelogic Inc (pg #8) for tax overpayment refund.
5. \$66,889.97 to Edgerton Contractors, Inc. (pg #1) for capping & prepwork at Peter Cooper site, Project #21024.
6. \$16,037.15 to Enterprise FM Trust (pg #9) for DPW vehicle lease monthly payment, Project #19024.
7. \$7,320.00 to Haskin & Karls (pg #1) for legal research relating to Lake Vista.
8. \$13,493.76 to Kansas City Life Insurance Co. (pgs #11-12) for March disability insurance.
9. \$174,979.84 to Lakeside International Truck (pg #12) for vehicle maintenance and 2022 ICH HV507 dump truck, Project #22023.
10. \$7,330.56 to Maxwell & Jessica Campos (pg #13) for tax overpayment refund.
11. \$16,127.95 to MADACC (pg #13) for 1st quarter operating costs and capital projects & 1st installment debt service.
12. \$19,318.27 to Multimedia Communications & Engineering, Inc. (pg #14) for east side fiber expansion, Project #22012.
13. \$16,352.50 to Music on the Move, Inc. (pg #5) for Warming House entertainment. (Tourism)

-
14. \$23,164.75 to Ramboll US Consulting Inc. (pgs #2 & 15) for professional services related to Safe Routes to School, Lakeshore Commons, and Peter Cooper.
 15. \$6,970.46 to Securian Financial Group, Inc. (pg #16) for March employee life insurance.
 16. \$16,375.00 to Tyler Technologies, Inc. (pg #18) for consulting services.
 17. \$68,791.48 to US Bank (pgs #21-36) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
 18. \$60,305.20 to WE Energies (pgs #1 , 5, & 18) for street lighting, electricity & natural gas.
 19. \$11,267.30 to WI Court Fines & Surcharges (pg #19) for January court fines.
 20. \$17,050.00 to Willie Fun Events (pg #5) for décor & furniture rental for Warming House. (Tourism)

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Assistant Comptroller

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments: 2/8/2022 Invoice GL Distribution Report