



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

COMMON COUNCIL MEETING AGENDA

MARCH 15, 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: 3/1/2022

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. **Official Map Amendment:** Consider a proposal by Cheryl Lee to amend the Official Map for a portion of the northeast ¼ of Section 16 (mapped, unimproved right-of-way affecting the properties at 1020, 1100, 1150, 1330, and 1340 E. Forest Hill Ave., and 1321R E. Drexel Ave.) (1st District).
5. **Ordinance:** Consider Ordinance No. 3031, amending the Official Map for a portion of the northeast ¼ of Section 16 (mapped, unimproved right-of-way affecting the properties at 1020, 1100, 1150, 1330, and 1340 E. Forest Hill Ave., and 1321R E. Drexel Ave.) (1st District).

Old Business

6. **Ordinance:** Consider Ordinance No. 3028, repealing and recreating Chapter 17 – Zoning Code of the Municipal Code (held 2/14/22, 3/1/22) (by Committee of the Whole).
Article 4: <https://www.oakcreekwi.gov/home/showpublisheddocument/16327/637826040947183454>
Article 5: <https://www.oakcreekwi.gov/home/showpublisheddocument/16325/637826039340028506>

New Business

COMMUNITY DEVELOPMENT

7. **Resolution:** Consider Resolution No. 12315-031522, approving a Certified Survey Map submitted by David DiSanto, ModHome, LLC, for the property at 10730 S. Howell Ave. (5th District).

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. **Resolution:** Consider Resolution No. 12316-031522, approving a condominium plat submitted by Residences at Oak View Condominium (ModHome, LLC) for the property at 10730 S. Howell Ave. (Phase 1) (5th District).
9. **Resolution:** Consider Resolution No. 12317-031522, approving a condominium plat submitted by Residences at Oak View Condominium (ModHome, LLC) for the property at 10730 S. Howell Ave. (Phase 2) (5th District).
10. **Resolution:** Consider Resolution No. 12318-031522, approving a Certified Survey Map submitted by CR Devco, LLC for the properties at 2231 and 1933 W. Puetz Rd., 8843R S. 13th St., 8950 S. 20th St. (6th District).
11. **Resolution:** Consider Resolution No. 12319-031522, approving a Certified Survey Map submitted by Ryan Janssen, Janssen Bruckner LLC, for the property at 641 E. Drexel Ave. (1st District).
12. **Resolution:** Consider Resolution No. 12320-031522, approving a Certified Survey Map submitted by Ryan Janssen, Janssen Bruckner LLC, for the property at 819R E. Drexel Ave. (1st District).

ENGINEERING

13. **Resolution:** Consider Resolution No. 12313-031522, accepting the 2021 Annual Report for Oak Creek's WPDES Storm Water (NR216) permit (by Committee of the Whole). <https://www.oakcreekwi.gov/home/showpublisheddocument/11333/637825172887607960>
14. **Resolution:** Consider Resolution No. 12314-031522, approving a Funding Agreement with MMSD for a PPI/I mitigation project in the Rowan Estates subdivision (4th District).

LICENSE COMMITTEE

15. **Motion:** Consider a motion to approve the various license requests as listed on the 3/15/22 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

16. **Motion:** Consider a motion to approve the March 9, 2022 Vendor Summary Report in the amount of \$680,464.55 (by Committee of the Whole).

MISCELLANEOUS

17. **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.
 - (b) Section 19.85(1)(e) and (g) to consider claim of State Farm on behalf of Paul Dausman regarding a September 28, 2021 automobile accident involving a City vehicle.
18. **Motion:** Consider a motion to reconvene into open session.
19. **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.

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 by Cheryl Lee to amend the Official Map for a portion of the northeast ¼ of Section 16 (mapped, unimproved right-of-way affecting the properties at 1020, 1100, 1150, 1330, and 1340 E. Forest Hill Ave., and 1321R E. Drexel Ave.).

Hearing Date:

March 15, 2022

Time:

7:00 PM

Place:

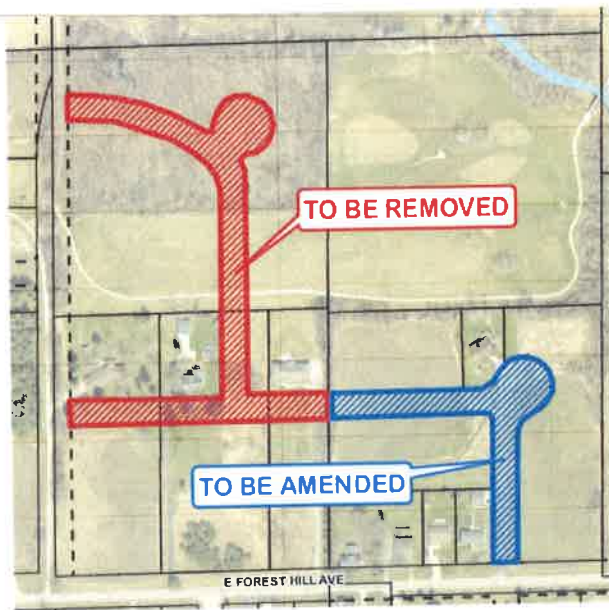
Oak Creek Civic Center (City Hall)
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers and Zoom (see above)

Applicant(s):

Cheryl Lee

Legal Description:

Affecting the properties at 1020, 1100, 1150, 1330, and 1340 E. Forest Hill Ave., and 1321R E. Drexel Ave. Amendments as per the map below:



Official Map Amendment Legal Description (Future Public Right-of-Way to Remain) - Located in the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County Wisconsin described as follows:

Commencing at the Southeast corner of said Northeast $\frac{1}{4}$; thence S. $89^{\circ} 21' 25''$ W. along the South line of said Northeast $\frac{1}{4}$, 663.70 feet to a point; thence N. $0^{\circ} 44' 59''$ E. 40.01 feet to a point on the North line of East Forest Hill Avenue; thence S. $89^{\circ} 21' 25''$ W. 278.64 feet, said point also being the point of beginning of the officially mapped street to be described; continuing 23.30 feet along the arc of a curve whose center is to the west, whose radius is 15.00 feet and whose chord bears N. $44^{\circ} 51' 55''$ E. 21.31 feet; thence N. $0^{\circ} 22' 34''$ E. 335.07 feet; thence Northwesterly 23.82 feet along the arc of a curve whose center is to the west, whose radius is 15.34 feet and whose chord bears N. $45^{\circ} 0' 0''$ W. 21.31 feet; thence S. $89^{\circ} 18' 49''$ W. 131.53 feet; thence Southwesterly 10.85 feet along the arc of a curve whose center is to the southeast, whose radius is 26.87 feet and whose chord bears S. $75^{\circ} 57' 4''$ W. 10.78 feet; thence 350.97 feet along the arc of a curve whose center is to the east, whose radius is 70.00 feet and whose chord bears N. $21^{\circ} 21' 12''$ E. 83.00 feet; thence Southeasterly 24.90 feet along the arc of a curve whose center is to the Northeast, whose radius is 20.73 feet and whose chord bears S. $52^{\circ} 0' 42''$ E. 23.44 feet; thence N. $89^{\circ} 21' 35''$ E. 169.02 feet; thence S. $0^{\circ} 22' 34''$ W. 410.85 feet; thence Southeasterly 21.38 feet along the arc of a curve whose center is to the northeast whose radius is 15.48 feet and whose chord bears S. $45^{\circ} 0' 0''$ E. 19.77 feet to a point of the North line of East Forest Hill Avenue; thence S. $89^{\circ} 21' 25''$ W. 89.18 feet to the point of beginning.

The Common Council has scheduled other public hearings for March 15, 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.

A copy of the proposed map amendment is available for review at the Department of Community Development.

Any person(s) with questions regarding the proposed map amendment may contact the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: February 16, 2022
 CITY OF OAK CREEK COMMON COUNCIL
 By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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



COMMON COUNCIL REPORT

- Item:** Official Map Amendment - 1020, 1100, 1150, 1330, and 1340 E. Forest Hill Ave., and 1321R E. Drexel Ave. - Cheryl Lee
- Recommendation:** That the Council adopts Ordinance 3031, an ordinance to amend the Official Map for a portion of the northeast ¼ of Section 16 (mapped, unimproved right-of-way affecting the properties at 1020, 1100, 1150, 1330, and 1340 E. Forest Hill Ave., and 1321R E. Drexel Ave.) (1st Aldermanic District).
- Fiscal Impact:** The proposed Official Map Amendment is a critical step in the entitlement process for future development of the property at 1340 E. Forest Hill Ave. with an anticipated single-family attached condominium and Planned Unit Development. If approved, development of the property would yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. These properties are not 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 amendments to the future road pattern on the Official Map as it relates to the properties at 1020, 1100, 1150, 1330, and 1340 E. Forest Hill Ave., and 1321R E. Drexel Ave. The initial request to amend the Official Map was specific to the property at 1340 E. Forest Hill Ave. in anticipation of future development. However, staff informed the Applicant and her consultants that the Official Map in the area affects multiple parcels and must be addressed in the amendment. Additionally, the connection north through the City-owned property at 1321R E. Drexel Ave. may be removed as part of this request since the property has become part of Abendschein Park, accessed from the current park entrance and via existing trails.

Council should be aware of the recent development history affecting the parcels in this request. CSM 6010 divided the property at 1330 E. Forest Hill Ave. from the remaining 8.69 acres (which would eventually become 1200, 1280, 1300, and 1340 E. Forest Hill Ave. through CSM 7190) in 1994. Included on that CSM were easements and the future road reservation per the Official Map. Future access to the divided lot was ensured through the future road reservation.

In 2007, the City was awarded a Stewardship Grant through the Wisconsin Department of Natural Resources (DNR) to acquire approximately 10 acres for the expansion of Abendschein Park. In 2008, that 10-acre parcel, as well as the parcel at 1150 E. Forest Hill Ave., was created by CSM 8072. Although the CSM showed a 60-foot reservation for a public street on the adjacent 1340 E. Forest Hill Ave. property, it did not show the Official Map continuing through to the west and north.

In 2009, a CSM for the property at 1200 E. Forest Hill Ave. divided the existing home from the bulk land that became 1340 E. Forest Hill Ave. Easements, floodplain areas, wetlands, the Official Map, and development restrictions were included as part of CSM 8174. Although not part of this particular request, any future development of the property at 1350 E. Forest Hill Ave. must adequately address those restrictions and encumbrances.


It should be noted that the configuration of the public road internal to the property at 1340 E. Forest Hill Avenue may need to be adjusted to adhere to City of Oak Creek design standards for public roadways.

When considering a proposal to amend the Official Map, Council should consider the impact on the ability to logically develop adjacent properties in accordance with the existing Official Map. Nearby property owners may have an interest in maintaining certain aspects of an Official map if it provides them the future opportunity to subdivide their property in a cost-effective manner. If a person is proposing to remove this opportunity, or to alter it, they need to demonstrate that any adverse effects on the property owners involved would be offset by the benefit to the neighborhood. In other words, a property owner should not be able to amend the Official Map to maximize the development potential of his or her property at the detriment of surrounding properties.

The Plan Commission reviewed the proposed Official Map Amendment at their February 8, 2022 meeting, and recommended approval.

Options/Alternatives: Council has the discretion to approve, modify, or deny the request.

Respectfully submitted:


Andrew J. Vickers, MPA
City Administrator

Prepared:


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: Ord. 3031

Location Map

CSM 6010 (4 pages)

CSM 8072 (3 pages)

CSM 8174 (6 pages)

Narrative (14 pages)

Concept Development Plan & Additional Map Info (2 pages)

Amendment Exhibit (1 page)

Plan Commission Meeting Minutes

ORDINANCE NO. 3031

BY: _____

AN ORDINANCE TO AMEND SECTION 6.01 OF THE MUNICIPAL CODE OF THE CITY OF OAK CREEK AMENDING THE OFFICIAL MAP FOR A PORTION OF THE NORTHEAST ¼ OF SECTION 16 (MAPPED, UNIMPROVED RIGHT-OF-WAY AFFECTING THE PROPERTIES AT 1020, 1100, 1150, 1330, AND 1340 E. FOREST HILL AVE., AND 1321R E. DREXEL AVE.)

(1st Aldermanic District)

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

SECTION 1: Section 6.01 of the Municipal Code of the City of Oak Creek enacted and adopted pursuant to Section 62.23(6)(b), Wisconsin Statutes, creating the official map of the City of Oak Creek, is hereby amended so as to establish the exterior lines of planned new streets, highways, parkways, parks and playgrounds and to widen, narrow, extend and close existing streets, highways, parkways, parks and playgrounds, as more fully shown on the map attached hereto and declared to be a part thereof (EXHIBIT "A"), the same affecting the Section 16, in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

SECTION 2: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 3: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of March, 2022.

Passed and adopted this 15th day of March, 2022.

President, Common Council

Approved this 15th day of March, 2022.

Mayor

ATTEST:

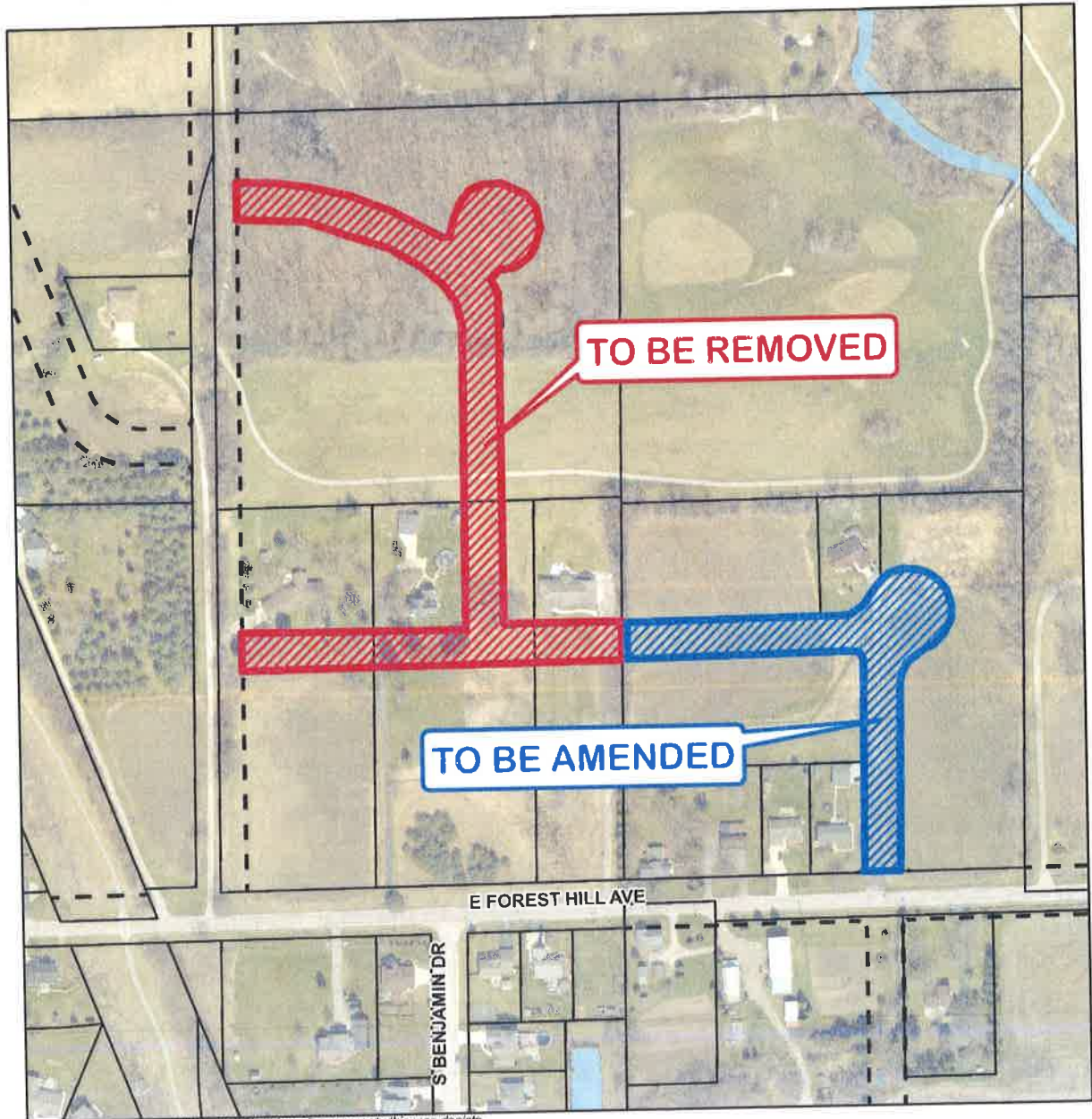
City Clerk

VOTE: Ayes: _____ Noes: _____

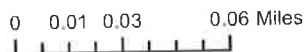
EXHIBIT "A"

PROPOSED OFFICIAL MAP AMENDMENTS

1020, 1100, 1150, 1330, & 1340 E. Forest Hill Ave., & 1321R E. Drexel Ave.



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



Legend

- - Official Map

SITE AREA: 107,213 sq ft
BUILDING FOOTPRINT: 28,068 sq ft

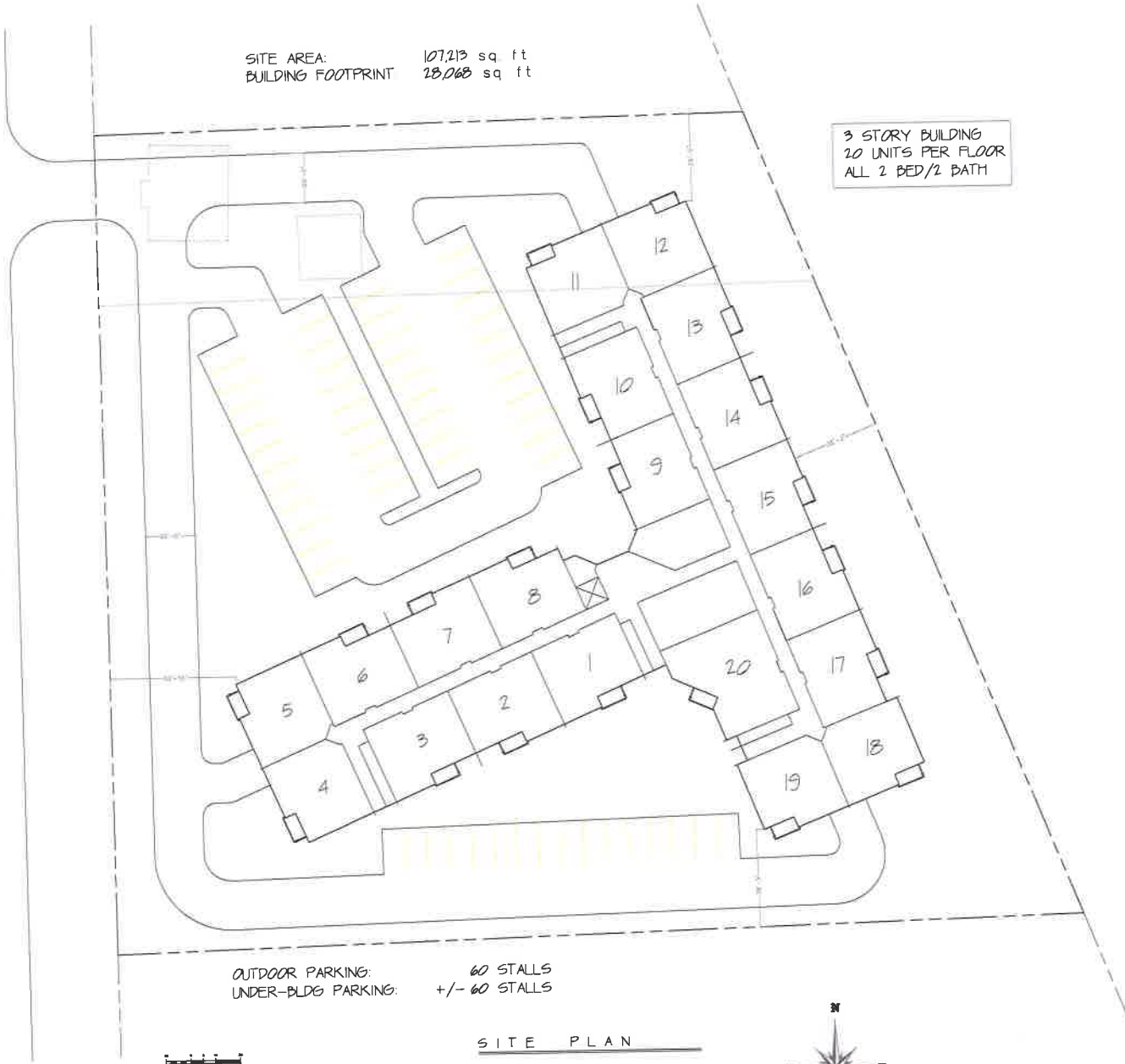
3 STORY BUILDING
20 UNITS PER FLOOR
ALL 2 BED/2 BATH

S. HOWELL AVENUE

OUTDOOR PARKING: 60 STALLS
UNDER-BLDG PARKING: +/- 60 STALLS

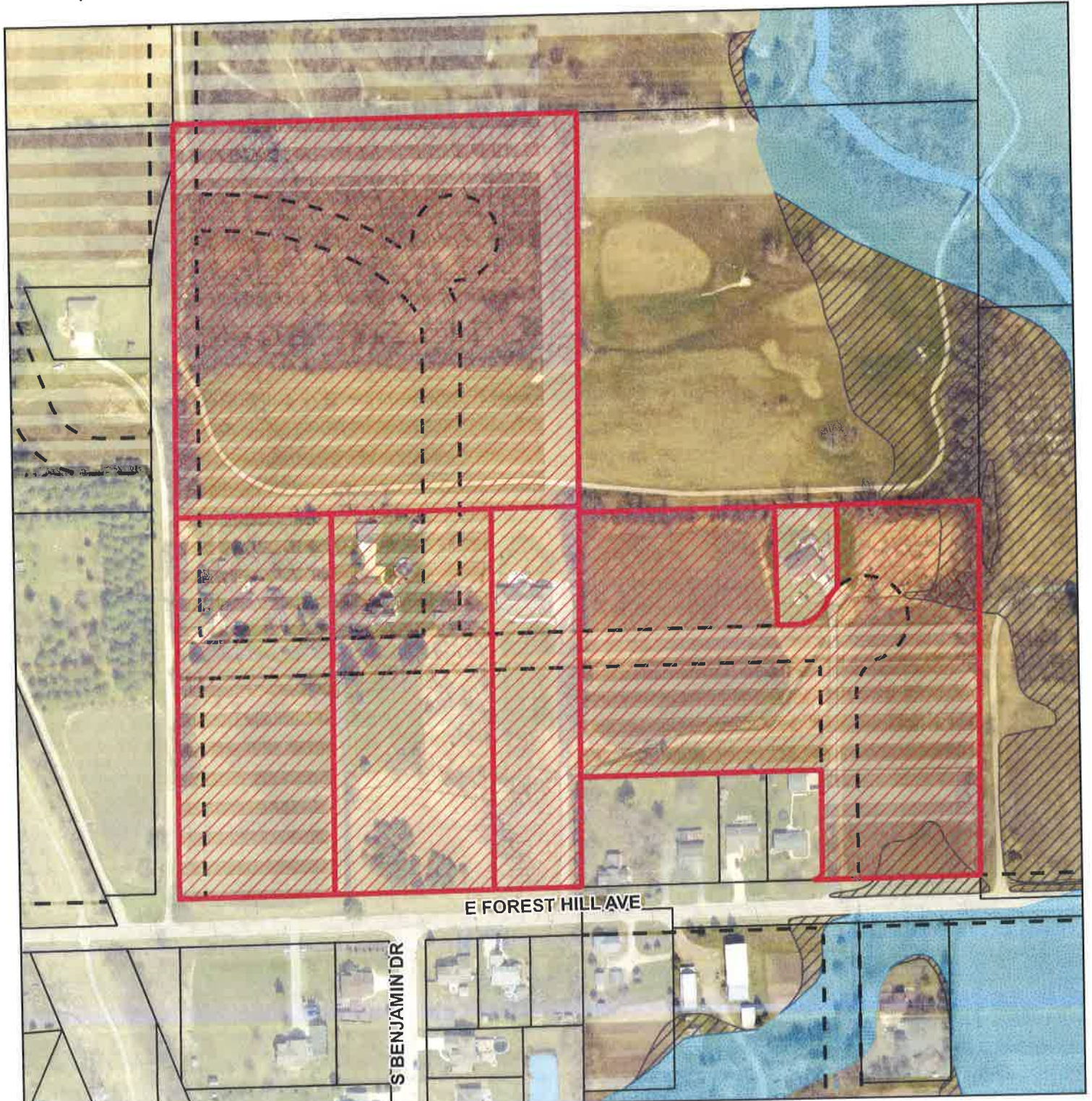


SITE PLAN



LOCATION MAP

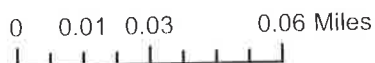
1020, 1100, 1150, 1330, & 1340 E. Forest Hill Ave., & 1321R E. Drexel Ave.



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



Community Development

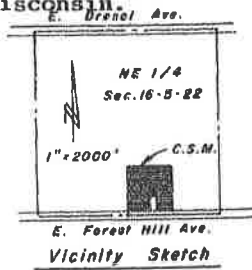


Legend

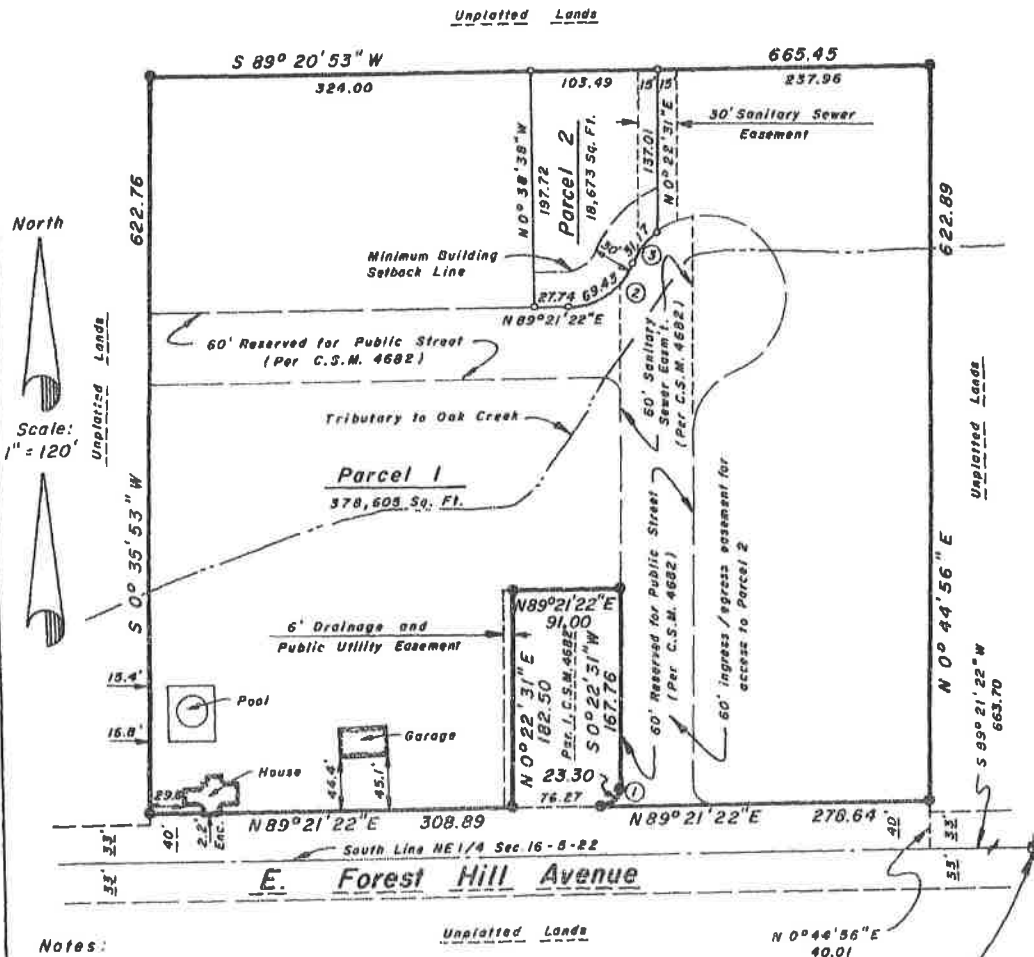
- - Official Map
- Floodway
- Flood Fringe
- Subject Properties

CERTIFIED SURVEY MAP NO. 6010

Being a redivision of Parcel 2 of Certified Survey Map No. 4682, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 16, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.



No.	Radius	Curve Data			Chord Bearing
		Arc	Chord	Δ	
1	15.00	23.30	21.02	88° 58' 50"	S 44° 51' 52" W
2	60.00	69.43	65.62	66° 17' 48"	N 56° 12' 28" E
3	70.00	31.17	30.91	25° 30' 41"	N 35° 48' 55" E



- Notes:
- - Denotes No. 6 Rebar found
 - - Denotes 1" x 24" iron pipe set, 1.13 lbs. per lin. ft.

Bearings refer to Grid North of the Wisconsin State Plane Co-ordinate System, South Zone.



SE Cor.
NE 1/4
Sec. 16-5-22
N = 332,837.93
E = 2,564,879.30

1600
2

CERTIFIED SURVEY MAP NO. 6010

Being a redivision of Parcel 2 of Certified Survey Map No. 4682, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 16, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, Gerald E. Casey, a Registered Land Surveyor, do hereby certify:

That I have surveyed and mapped a redivision of Parcel 2 of Certified Survey Map No. 4682, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 16, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said Northeast 1/4; thence S 89°21'22" W along the South line of said Northeast 1/4, 663.70 feet to a point; thence N 0°44'56" E, 40.01 feet to a point on the North line of East Forest Hill Avenue, said point being the place of beginning of the lands to be described; thence continuing N 0°44'56" E, 622.89 feet to a point; thence S 89°20'53" W, 665.45 feet to a point; thence S 0°35'53" W, 622.76 feet to a point on the North line of East Forest Hill Avenue; thence N 89°21'22" E along said North line, 308.89 feet to a point; thence N 0°22'31" E, 182.50 feet to a point; thence N 89°21'22" E, 91.00 feet to a point; thence S 0°22'31" W, 167.76 feet to a point; thence Southwesterly 23.30 feet along the arc of a curve whose center is to the West, whose radius is 15.00 feet and whose chord bears S 44°51'52" W, 21.02 feet to a point on the North line of East Forest Hill Avenue; thence N 89°21'22" E along said North line, 278.64 feet to the place of beginning. Said lands containing 397,278 square feet (9.12 acres).

That I have made this survey, land division and map by the direction of Richard R. Lee and Kathleen E. Lee, his wife, owners of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and Chapter 18 of the Municipal Code of the City of Oak Creek in surveying, dividing and mapping of the same.

5-9-94
Date


Gerald E. Casey, R.L.S. S-1329

RECORD 6992371 16.00

6992371
REGISTER'S OFFICE }
Milwaukee County, WI } SS
RECORDED AT _____ -17 10 PM
AUG 19 1994
REEL 3356 IMAG 695 ro 701
REGISTER OF DEEDS



CERTIFIED SURVEY MAP NO. 6010

Being a redivision of Parcel 2 of Certified Survey Map No. 4682, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 16, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

As owners, we, Richard R. Lee and Kathleen E. Lee, his wife, hereby certify that we have caused the land described above to be surveyed, divided and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 18 of the Municipal Code of the City of Oak Creek.

WITNESS the hand and seal of said owners this 12th day of AUGUST, 1994.

Richard R. Lee
Richard R. Lee

Kathleen E. Lee
Kathleen E. Lee

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

PERSONALLY came before me this 12 day of August, 1994, the above named Richard R. Lee and Kathleen E. Lee, his wife, to me known to be the persons who executed the foregoing instrument and have acknowledged the same.

Patricia Boucher
Notary Public
My Commission Expires 7/13/97



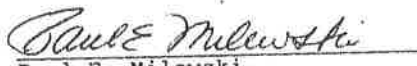
CERTIFIED SURVEY MAP NO. 6010

Being a redivision of Parcel 2 of Certified Survey Map No. 4682, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 16, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the City of Oak Creek, on this 24th day of May, 1994.


Dale J. Richards, Mayor
Chairman, City of Oak Creek


Paul E. Milewski
Corresponding Secretary,
City of Oak Creek

COMMON COUNCIL APPROVAL

APPROVED by the Common Council of the City of Oak Creek on this 7th day of June, 1994, by Resolution No. 8873-060794.


Dale J. Richards, Mayor


Beverly A. Buretta,
City Clerk



PREPARED FOR:
Richard R. and Kathleen E. Lee
1200 East Forest Hill Avenue
Oak Creek, Wisconsin 53154

PREPARED BY:
Gerald E. Casey, R.L.S. S-1329
Metropolitan Survey Services, Inc.
9415 West Forest Home Avenue #202
Hales Corners, Wisconsin 53130

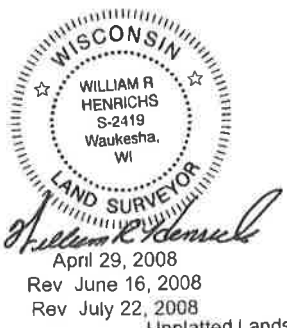
THIS INSTRUMENT WAS DRAFTED BY:
Gerald E. Casey, R.L.S. S-1329



3

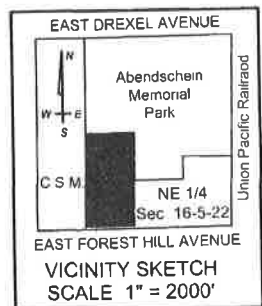
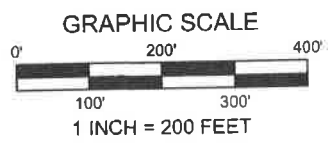
CERTIFIED SURVEY MAP NO. 8072

Being a part of Certified Survey Map No 3000 and the Southwest 1/4 of the Northeast 1/4 of Section 16, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin

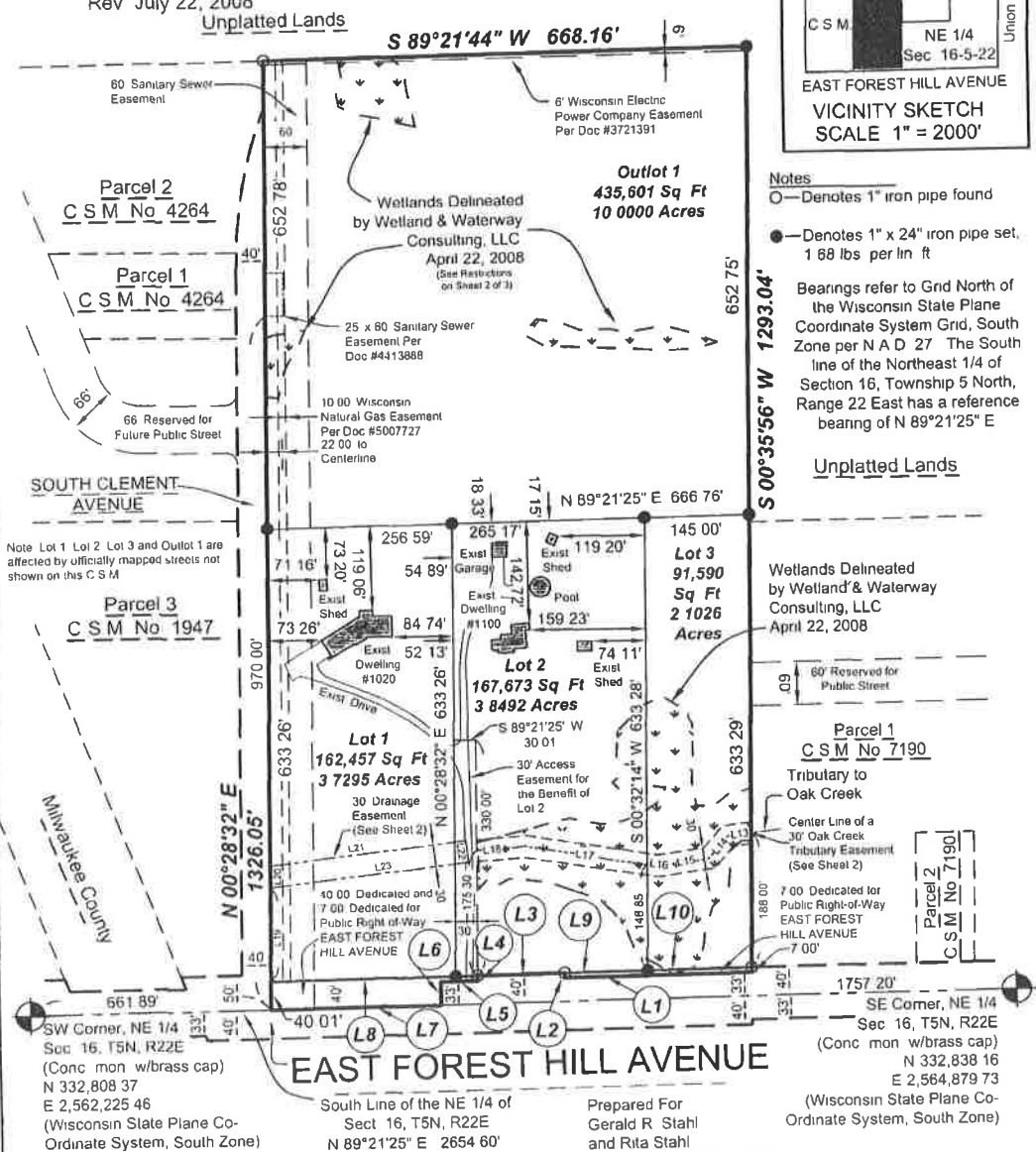


April 29, 2008
Rev June 16, 2008
Rev July 22, 2008

LINE	LENGTH	BEARING
L1	258 80'	S 89°21'25" W
L2	7 00'	N 00°35'56" E
L3	120 00'	S 89°21'25" W
L4	7 00'	S 00°35'56" W
L5	51 07'	S 89°21'25" W
L6	33 01'	S 00°28'32" W
L7	235 51'	S 89°21'25" W
L8	256 59'	N 89°21'25" E
L9	264 48'	N 89°21'25" E
L10	144 32'	N 89°21'25" E



Notes
 ○—Denotes 1" iron pipe found
 ●—Denotes 1" x 24" iron pipe set, 1 68 lbs per lin ft
 Bearings refer to Grd North of the Wisconsin State Plane Coordinate System Grid, South Zone per N A D 27. The South line of the Northeast 1/4 of Section 16, Township 5 North, Range 22 East has a reference bearing of N 89°21'25" E



LANDCRAI SURVEY AND ENGINEERING, INC
 REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
 2077 South 116th Street, West Allis, WI 53227
 PH (414) 604-0674 FAX (414) 604-0677
 INFO@LANDCRAI.TSE.COM

Prepared For
 Gerald R. Stahl
 and Rita Stahl
 1020 E Forest Hill Avenue
 Oak Creek, WI 53154

Job Number 080161
 April 24, 2008
 Sheet 1 of 3 Sheets

CERTIFIED SURVEY MAP NO. 8072

Being a part of Certified Survey Map No 3000 and the Southwest 1/4 of the Northeast 1/4 of Section 16, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, William R Henrichs, Registered Land Surveyor, do hereby certify

That I have surveyed, mapped and divided that part of the Southwest 1/4 of the Northeast 1/4 of Section 16, 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 Northeast 1/4,
Thence N 89°21'25" E, 661 89 feet along the South line of said Northeast 1/4 to the Point of Beginning,
Thence N 00°28'32" E, 1326 05 feet,
Thence S 89°21'44" W, 668 16 feet,
Thence S 00°35'56" W, 1293 04 feet,
Thence S 89°21'25" W, 258 80 feet,
Thence N 00°35'56" E, 7 00 feet,
Thence S 89°21'25" W, 120 00 feet,
Thence S 00°35'36" W, 7 00 feet,
Thence S 89°21'25" W, 51 07 feet,
Thence S 00°28'32" W, 33 01 feet,
Thence S 89°21'25" W, 235 51 feet to the Point of Beginning

Said lands containing 868,911 square feet, 19 9474 acres Gross, 857,321 square feet, 19 6813 acres Net

That I have made such survey, land division and map by the direction of Gerald R Stahl and Rita Stahl, owners of said land

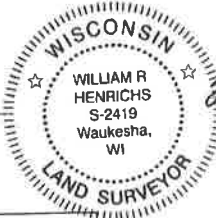
That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the City of Oak Creek Land Division Ordinance in surveying, mapping and dividing the same

DOC.# 09634726

April 29, 2008

Date
Rev June 16, 2008
Rev July 22, 2008



William R Henrichs
William R Henrichs
Registered Land Surveyor, S-2419

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 08/06/2008 10:33AM

Real 6915
JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT 15.00
FEE EXEMPT 77.25 #. 0

Center Line of Oak Creek Tributary Easement

LINE	LENGTH	BEARING
L13	32 75'	S 83°33'25" W
L14	39 77'	S 41°04'52" W
L15	72 81'	S 82°31'31" W
L16	14 21'	N 80°23'44" W
L17	170 06'	N 80°23'44" W
L18	66 89'	S 86°05'41" W

30' Drainage Easement

LINE	LENGTH	BEARING
L19	131 68'	N 00°28'32" E
L20	30 22'	N 00°28'32" E
L21	273 56'	S 83°31'14" W
L22	30 00'	N 06°28'46" W
L23	277 22'	S 83°31'14" W

WETLAND PRESERVATION AREA RESTRICTIONS

- Grading and filling are prohibited unless specifically authorized by the municipality in which this land is located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers
- The removal of topsoil or other earthen materials is prohibited
- The removal or destruction of any vegetative cover, ie trees, shrubs, grasses, etc, is prohibited except as allowed by the Management Plan and with the exception that dead, diseased or dying vegetation may be removed at the discretion of the landowner and with the approval from the municipality. Silvicultural thinning upon the recommendation of a forester or naturalist and with approval from the municipality shall also be permitted.
- Grazing by domesticated animals, ie horses, cows, etc, is prohibited
- The introduction of plant material not indigenous to the existing environment of the Wetland Preservation Area is prohibited
- Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers
- The construction of buildings is prohibited

LANDCRAFT SURVEY AND ENGINEERING, INC
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
2077 South 116th Street, West Allis, WI 53227
PH (414) 604-0674 FAX (414) 604-0677
INFO@LANDCRAFTSE.COM

This instrument drafted by
William R Henrichs, RLS S-2419

Job Number 080161
April 24, 2008
Sheet 2 of 3 Sheets

CERTIFIED SURVEY MAP NO. 8072

Being a part of Certified Survey Map No 3000 and the Southwest 1/4 of the Northeast 1/4 of Section 16, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

As owners, we hereby certify that we caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the City of Oak Creek

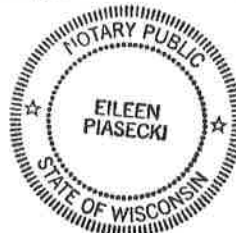
8-5-08
Date
8-5-08
Date

Gerald R Stahl
Gerald R Stahl
Rita Stahl
Rita Stahl

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

PERSONALLY came before me this 5 day of August, 2008,
Gerald R Stahl and Rita Stahl, to me known to be the persons who executed the foregoing instrument and acknowledged the same

Eileen Piasecki
Notary Public
State of Wisconsin
My Commission Expires 4/25/2010



PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Oak Creek on this 8th day of July, 2008

8/4/08
Date

Richard R Bolender
Richard R Bolender, Chairman

8-5-08
Date

Douglas W Seymour
Douglas W Seymour, Secretary

COMMON COUNCIL APPROVAL AND ACCEPTANCE OF DEDICATION

Approval and acceptance of dedication of land as indicated above by the Common Council of the City of Oak Creek, per Plan Commission recommendation on this 15th day of July, 2008 by Resolution No 0896-071508

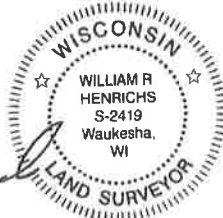
Approved by the Common Council of the City of Oak Creek on this 15th day of July, 2008

8/4/08
Date

Richard R Bolender
Richard R Bolender, Mayor

8/4/08
Date

Pamela S Bauer
Pamela S Bauer, City Clerk



William R Henrichs
April 29, 2008
Rev June 16, 2008
Rev July 22, 2008

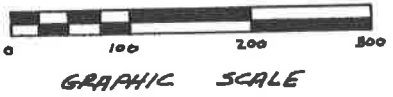
LANDCRAFT SURVEY AND ENGINEERING, INC
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
2077 South 116th Street, West Allis, WI 53227
PH (414) 604-0674 FAX (414) 604-0677
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This instrument drafted by
William R Henrichs, RLS S-2419

Job Number 080161
April 24, 2008
Sheet 3 of 3 Sheets

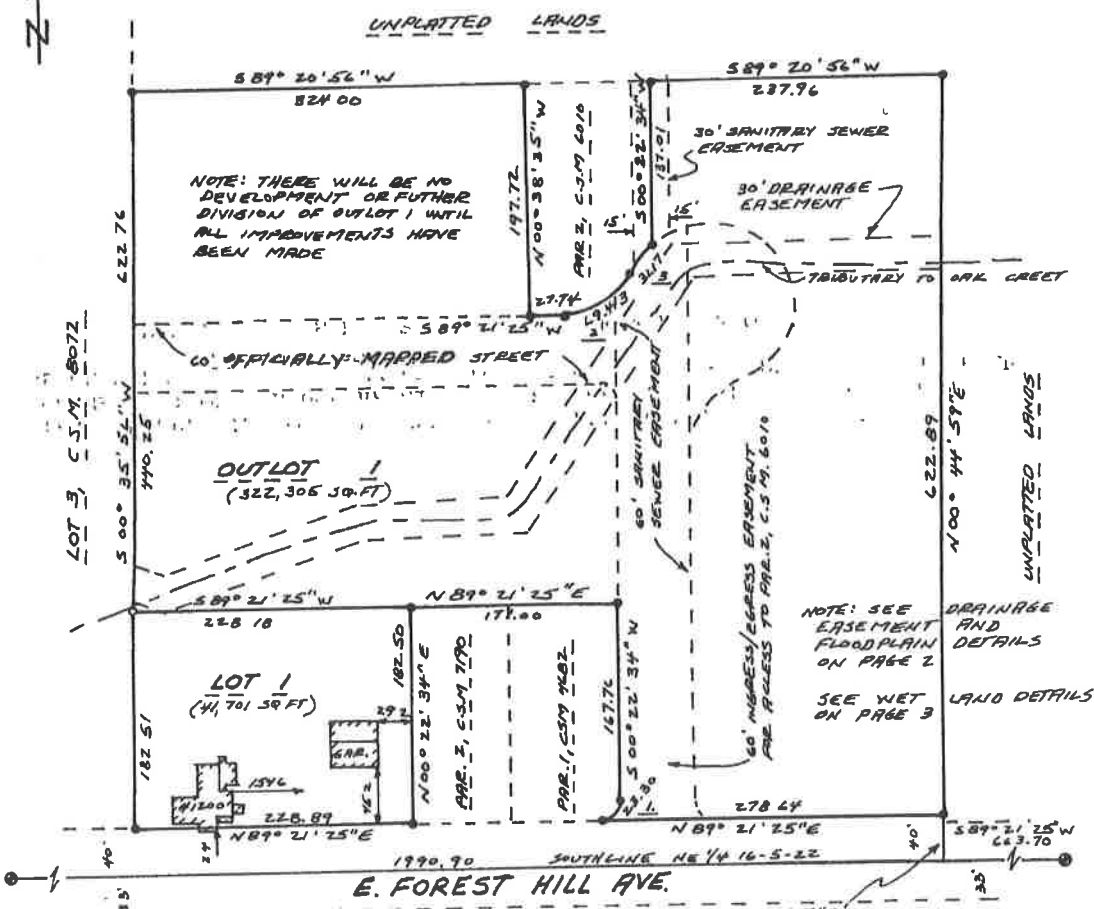
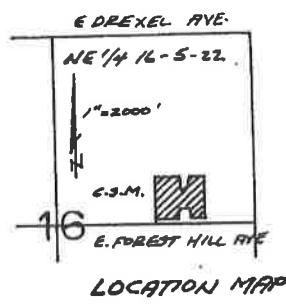
CERTIFIED SURVEY MAP NO. 8174

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



CURVE DATA

NO	RADIUS	ARC	CHORD	Δ	CND. B24
1	15.00	23.30	21.02	88°58'50"	S 44°05'55" W
2	60.00	49.43	45.62	16°17'48"	S 86°12'31" W
3	70.00	31.17	30.71	25°30'40"	S 35°18'58" W



SW CORNER OF NE 1/4 16-5-22
 N 332, 808.37
 E 2,562, 225.46
 6"X6" CONC MON

0 = 1" X 18" IRON PIPE SET, WEIGHING 113 POUNDS PER LINEAR FOOT
 1 = 1" IRON PIPE FOUND

BEARINGS REFER TO GRID NORTH, WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83

NOTE BEARINGS AS RECORDED ON C.S.M. 7190 ARE DIFFERENT BY 00°00'03" TO THE NORTHEAST

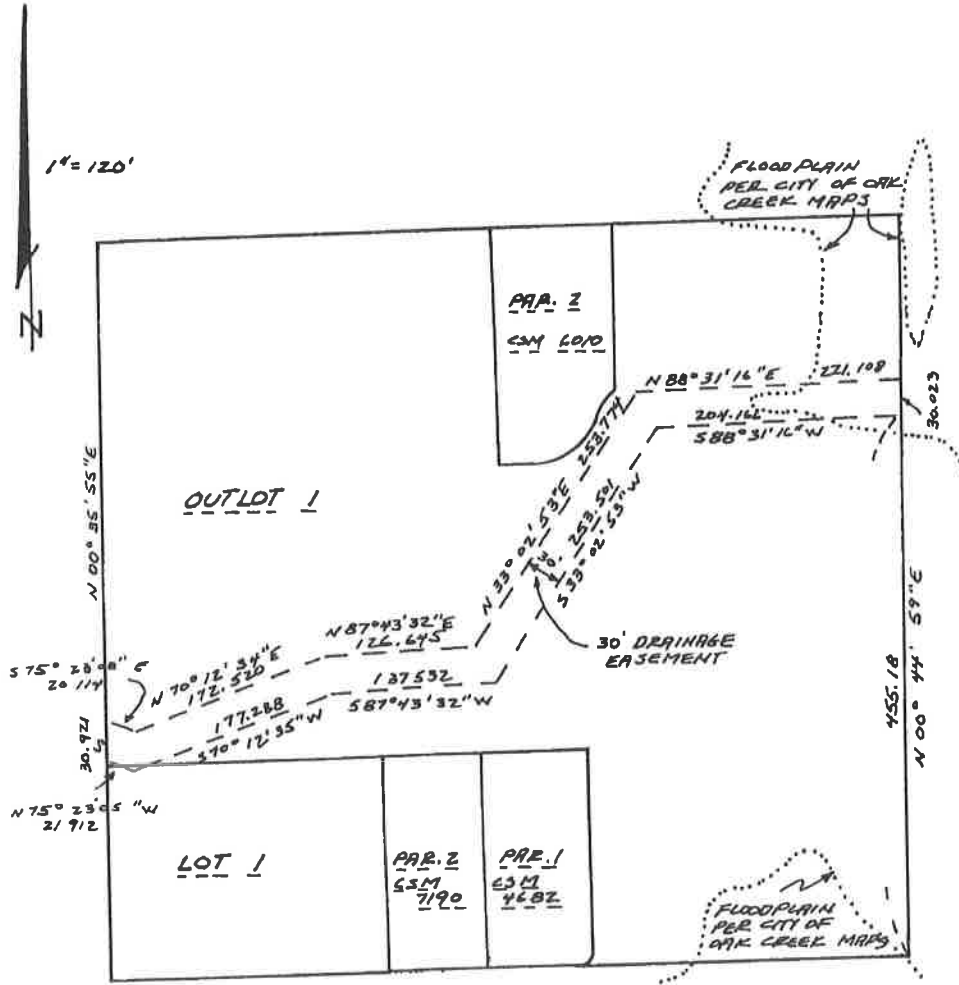


SE CORNER OF NE 1/4 16-5-22
 N 332, 838.16
 E 2,564, 879.73
 6"X6" CONC MON

12/22/08
 REVISED
 6/03/09
 4/30/09

CERTIFIED SURVEY MAP NO. 8174

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



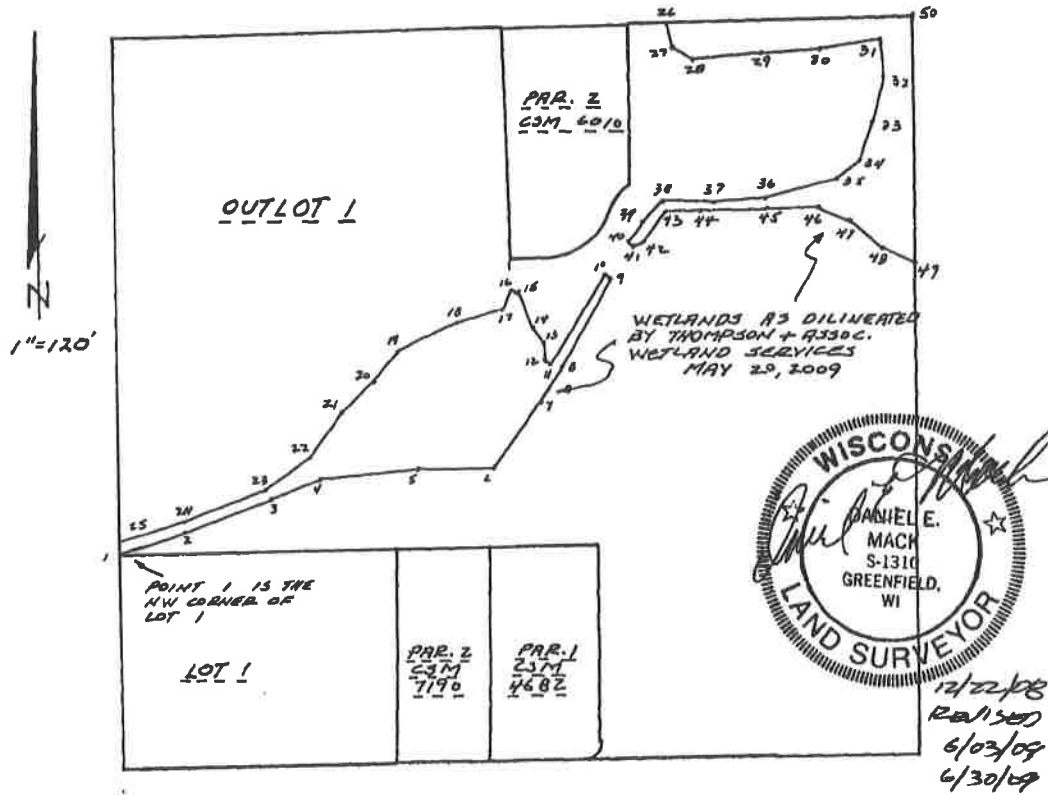
E. FOREST HILL AVE.



12/22/08
REVISED
6/03/09
6/30/09

CERTIFIED SURVEY MAP NO. 8174

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



E. FOREST HILL AVE.

1 - 2	N. 69° 50'	28"	E.	54.80	26 - 27	S. 09° 38'	13"	E.	22.48
2 - 3	N. 69° 46'	45"	E.	76.00	27 - 28	S. 64° 00'	52"	E.	20.30
3 - 4	N. 67° 57'	12"	E.	47.07	28 - 29	N. 85° 19'	09"	E.	55.80
4 - 5	N. 85° 30'	38"	E.	81.39	29 - 30	N. 87° 56'	53"	E.	50.60
5 - 6	N. 89° 15'	17"	E.	65.81	30 - 31	N. 80° 52'	03"	E.	49.41
6 - 7	N. 36° 36'	48"	E.	66.71	31 - 32	S. 03° 08'	59"	E.	33.31
7 - 8	N. 31° 03'	26"	E.	34.43	32 - 33	S. 14° 36'	07"	W.	37.54
8 - 9	N. 28° 57'	48"	E.	86.91	33 - 34	S. 20° 59'	32"	W.	36.58
9 - 10	N. 78° 46'	57"	W.	1.70	34 - 35	S. 50° 01'	59"	W.	24.45
10 - 11	S. 33° 21'	17"	W.	89.35	35 - 36	S. 76° 16'	09"	W.	62.69
11 - 12	N. 43° 01'	30"	W.	6.50	36 - 37	S. 86° 32'	46"	W.	41.93
12 - 13	N. 05° 26'	54"	W.	13.57	37 - 38	N. 88° 36'	24"	W.	41.86
13 - 14	N. 34° 00'	22"	W.	15.84	38 - 39	S. 42° 33'	58"	W.	23.98
14 - 15	N. 20° 59'	26"	W.	32.59	39 - 40	S. 31° 49'	48"	W.	18.95
15 - 16	N. 70° 53'	50"	W.	2.71	40 - 41	S. 36° 00'	16"	E.	2.57
16 - 17	S. 37° 13'	04"	W.	18.12	41 - 42	N. 72° 57'	48"	E.	8.16
17 - 18	S. 73° 49'	31"	W.	39.03	42 - 43	N. 37° 15'	23"	E.	31.93
18 - 19	S. 65° 58'	59"	W.	55.20	43 - 44	S. 89° 37'	58"	E.	27.92
19 - 20	S. 39° 17'	52"	W.	35.68	44 - 45	N. 88° 52'	16"	E.	56.09
20 - 21	S. 47° 12'	15"	W.	36.55	45 - 46	N. 89° 18'	18"	E.	43.04
21 - 22	S. 36° 44'	52"	W.	46.76	46 - 47	S. 66° 21'	47"	E.	28.94
22 - 23	S. 53° 11'	21"	W.	45.67	47 - 48	S. 48° 51'	49"	E.	35.53
23 - 24	S. 69° 49'	23"	W.	74.92	48 - 49	S. 63° 04'	55"	E.	29.62
24 - 25	S. 72° 53'	48"	W.	52.42	49 - 50	N. 00° 44'	59"	E.	209.99
25 - 1	S. 00° 35'	49"	W.	11.23	50 - 26	S. 89° 20'	56"	W.	204.82

CERTIFIED SURVEY MAP NO. 8174

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Daniel E. Mack, a Registered Land Surveyor, do hereby certify that I have surveyed, divided, and mapped a Redivision of Parcel 1 of C.S.M. No. 7190, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 16, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Northeast 1/4; thence S. 89° 21' 25" W. along the South line of said Northeast 1/4, 663.70 feet to a point; thence N. 00° 44' 59" E. 40.01 feet to a point in the North line of East Forest Hill Avenue, said point also being the point of beginning of the lands herein to be described; continuing thence N. 00° 44' 59" E. 622.89 feet to a point; thence S. 89° 20' 56" W. 237.96 feet to a point; thence S. 00° 22' 34" W. 137.01 feet to a point; thence Southwesterly 31.17 feet along the arc of a curve whose center is to the Southeast, whose radius is 70.00 feet and whose chord bears S. 35° 48' 58" W. 30.91 feet to a point; thence Southwesterly 69.43 feet along the arc of a curve whose center is to the Northwest, whose radius is 60.00 feet and whose chord bears S. 56° 12' 31" W. 65.62 feet to a point; thence S. 89° 21' 25" W. 27.74 feet to a point; thence N. 00° 38' 35" W. 197.72 feet to a point; thence S. 89° 20' 56" W. 324.00 feet to a point; thence S. 00° 35' 56" W. 622.76 feet to a point on the North line of East Forest Hill Avenue; thence N. 89° 21' 25" E. along said North line 228.89 feet to a point; thence N. 00° 22' 34" E. 182.50 feet to a point; thence N. 89° 21' 25" E. 171.00 feet to a point; thence S. 00° 22' 34" W. 167.76 feet to a point; thence Southwesterly 23.30 feet along the arc of a curve whose center is to the West, whose radius is 15.00 feet and whose chord bears S. 44° 51' 55" W. 21.02 feet to a point on the North line of East Forest Hill Avenue; thence N. 89° 21' 25" E. 278.64 feet to the point of beginning.

That I have made this survey, land division, and map by the direction of Richard H. Lee and Kathleen E. Lee, his wife, owners of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and Chapter 14 of the Municipal Code of the City of Oak Creek in surveying, mapping, and re-dividing the same.

Date: December 22, 2008

REVISED 6/03/09

Daniel E. Mack

Daniel E. Mack
Registered Land Surveyor
State of Wisconsin, No. S-1310



CERTIFIED SURVEY MAP NO. 8174

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

OWNERS' CERTIFICATE

As owners, we hereby certify that we have caused the land on this map to be surveyed, mapped, and re-divided as represented on this map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City of Oak Creek.

Witness the hand and seal of said owners this 6th day of January, 2009.

In the presence of:

Frederick G. Wobich
Witness

Richard R. Lee
Richard R. Lee

Frederick H. Wobich
Witness

Kathleen E. Lee
Kathleen E. Lee

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

SS

Personally came before me this 6th day of January, 2009, the above named Richard R. Lee and Kathleen E. Lee, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Ray M. Biedrzycki
Notary Public
Milwaukee County, Wisconsin
My Commission Expires 12/27/09




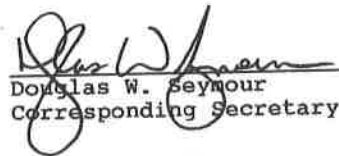
CERTIFIED SURVEY MAP NO. 8174

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

PLANNING COMMISSION APPROVAL


Approved by the Planning Commission of the City of Oak Creek on this 23rd day of June, 2009.


Richard R. Bolender
Chairman

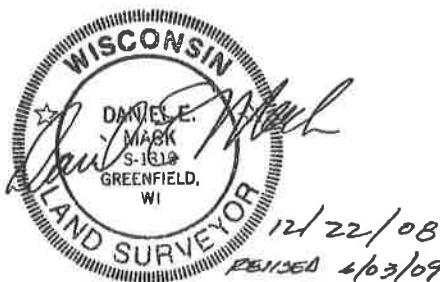

Douglas W. Seymour
Corresponding Secretary

COMMON COUNCIL APPROVAL

Approved and dedication accepted by the Common Council of the City of Oak Creek on this 7th day of July, 2009, by Resolution No. 10958-031709.


Richard R. Bolender
Mayor


Pamela Bauer
City Clerk



DOC.# 09773767

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 08/03/2009 11:09AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 21.00
FEE EXEMPT 77.25 #: 0

Reel: 7167

This instrument drafted by Daniel E. Mack



1340 E. Forest Hill Oak Creek Development

12-1-21

David Van Rixel, Michael Mack and owner Cheryl Lee
Corinth Homes
11617 W. Bluemound Rd.
Wauwatosa, WI 53226
(414) 431-4241

Proposal

The property located at 1340 E. Forest Hill Oak Creek, WI 53154 (CSM 8174) is currently zoned RS3. It is our intention, along with the support of the City of Oak Creek Plan Commission, to have the map amended, property rezoned to RM1 and to build (13) side by side ranch condominiums (26 units). The condo homes that we are proposing are in strong demand for the continued growth and development of the vibrant Oak Creek community. There is a lack of this housing currently available. We look forward to building quality residences while considering the city's needs and wants for this project.

This is a multi step process that will require comprehensive plan amendment, official map amendment and rezoning from RS3 to RM1.

Condominiums

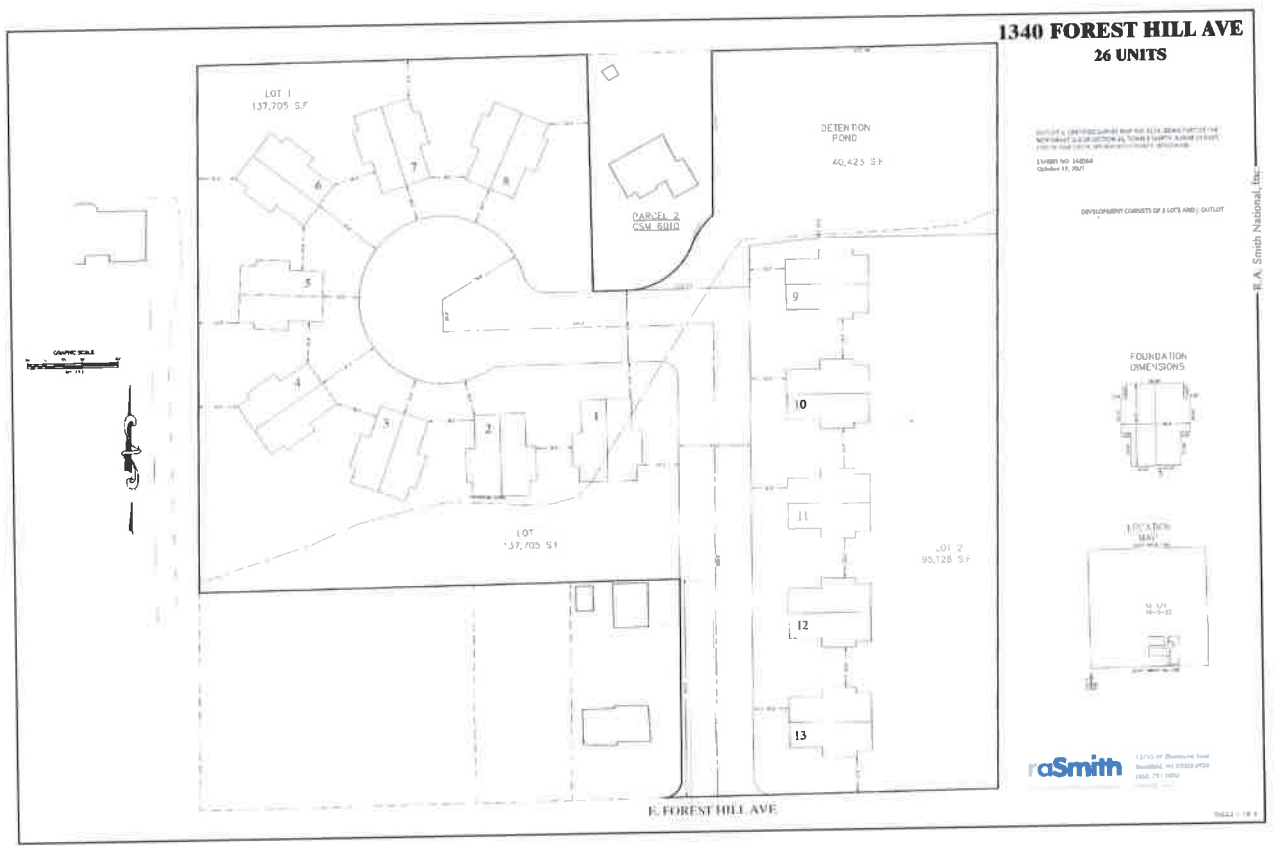


After initial feedback we plan on building side by side duplexes at approximately 1,300-1,400 sq. ft. (each unit) with one unit having a side garage entrance and finished basements. The buildings will be built with high quality materials, adhere to all city

specifications, current building codes, and be designed in an aesthetically pleasing look with the city. This picture is an approximate design according to the proposed layout of 13 buildings, based on sizing, but this is not the final exterior design.

Description

This site will be developed with the layout provided below from RA Smith.



Legal Description of Property

OUTLOT 1, CERTIFIED SURVEY MAP NO. 8174, BEING PART OF THE NORTHEAST ¼ OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

CSM NO 8174 OUTLOT 1 NE 1/4 SEC 16-5-22 (7.399 ACS)

Parcel: 8159023000

Map No. 8174
Document No. 09773767
Date Recorded: 8-3-09

CERTIFIED SURVEY MAP NO. **8174**

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

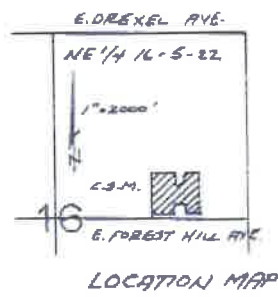
#8174



GRAPHIC SCALE

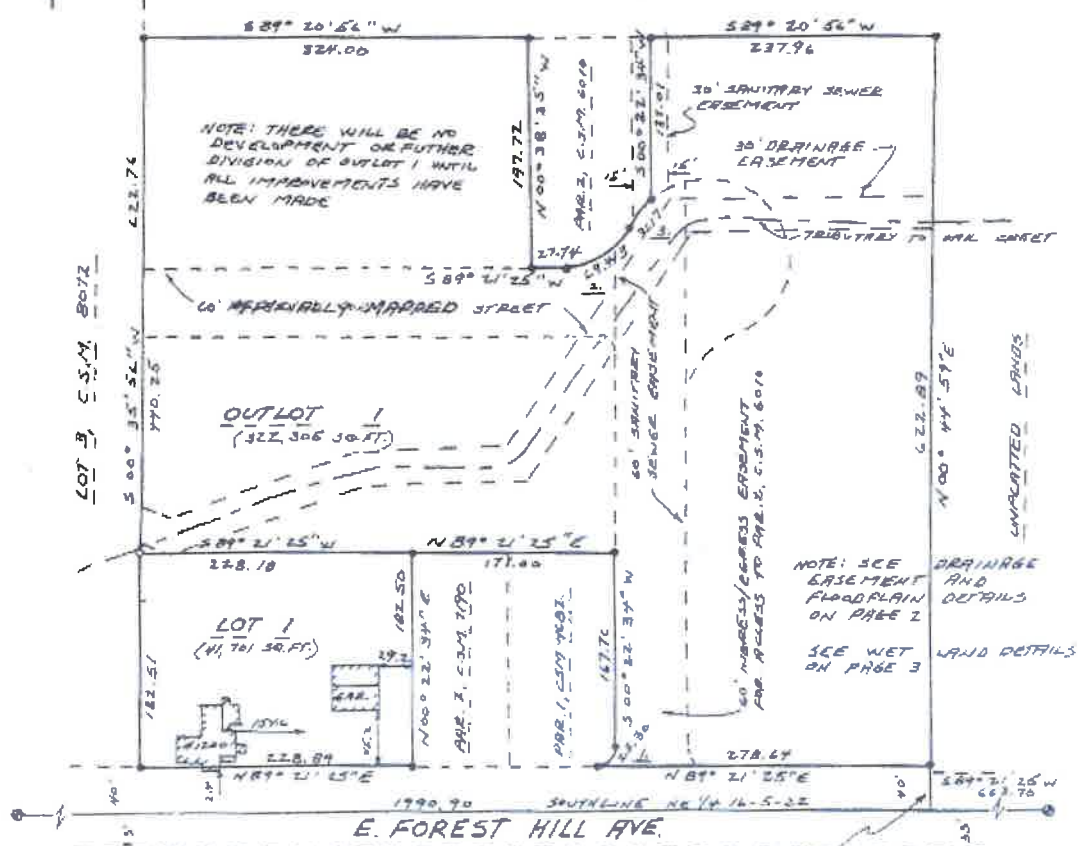
CURVE DATA

NO.	RADIUS	ARC	CHORD	Δ	LYD. BRG.
1	15.00	23.30	21.02	90°58'50"	S 44°8'35" W
2	40.00	49.73	45.62	46°17'48"	S 62°12'21" W
3	70.00	31.17	30.71	15°30'40"	S 35°48'58" W



LOCATION MAP

UNPLATTED LANDS



NOTE: THERE WILL BE NO DEVELOPMENT OR FURTHER DIVISION OF OUTLOT 1 UNTIL ALL IMPROVEMENTS HAVE BEEN MADE

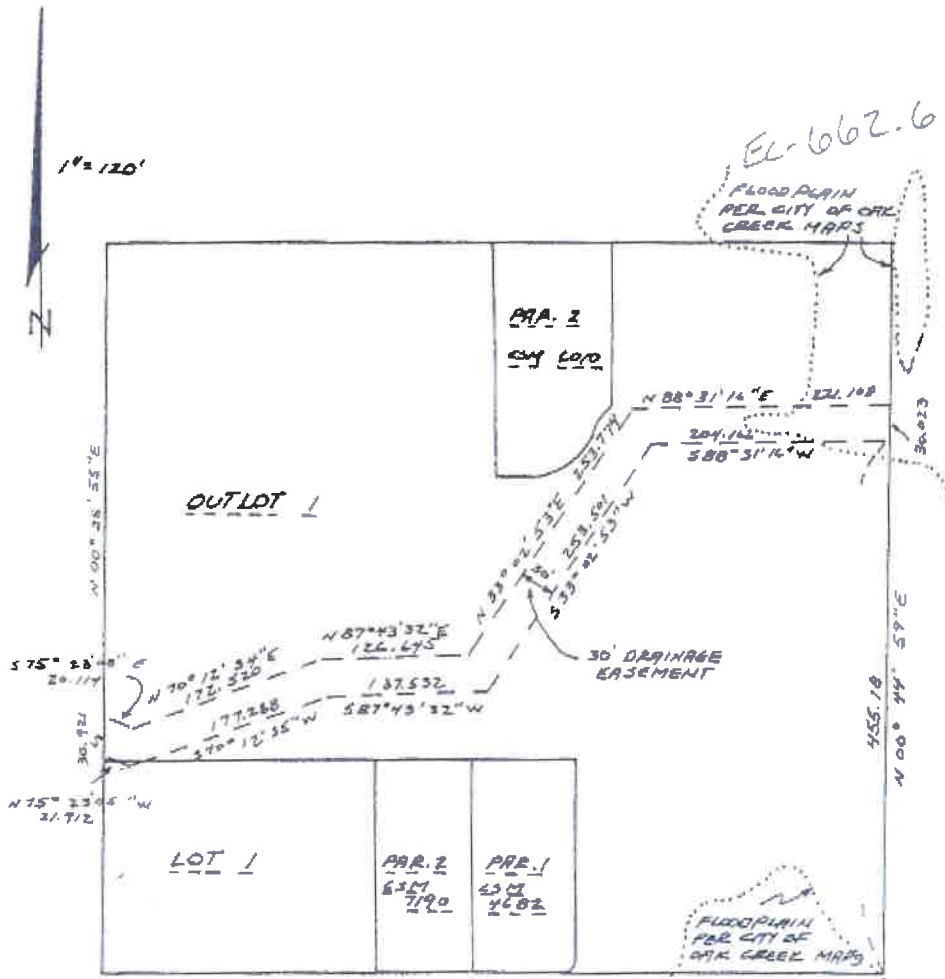
NOTE: SEE DRAINAGE EASEMENT AND FLOODPLAIN ON PAGE 2
SEE WET LAND DETAILS ON PAGE 3

SW CORNER OF NE 1/4 16-5-22 N 382.828 37
0" 1" x 18" IRON PIPE SET, WEIGHING 113 POUNDS PER LINEAR FOOT
WISCONSIN
SE CORNER OF NE 1/4 16-5-22 N 187.818 11



CERTIFIED SURVEY MAP NO. 8174

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

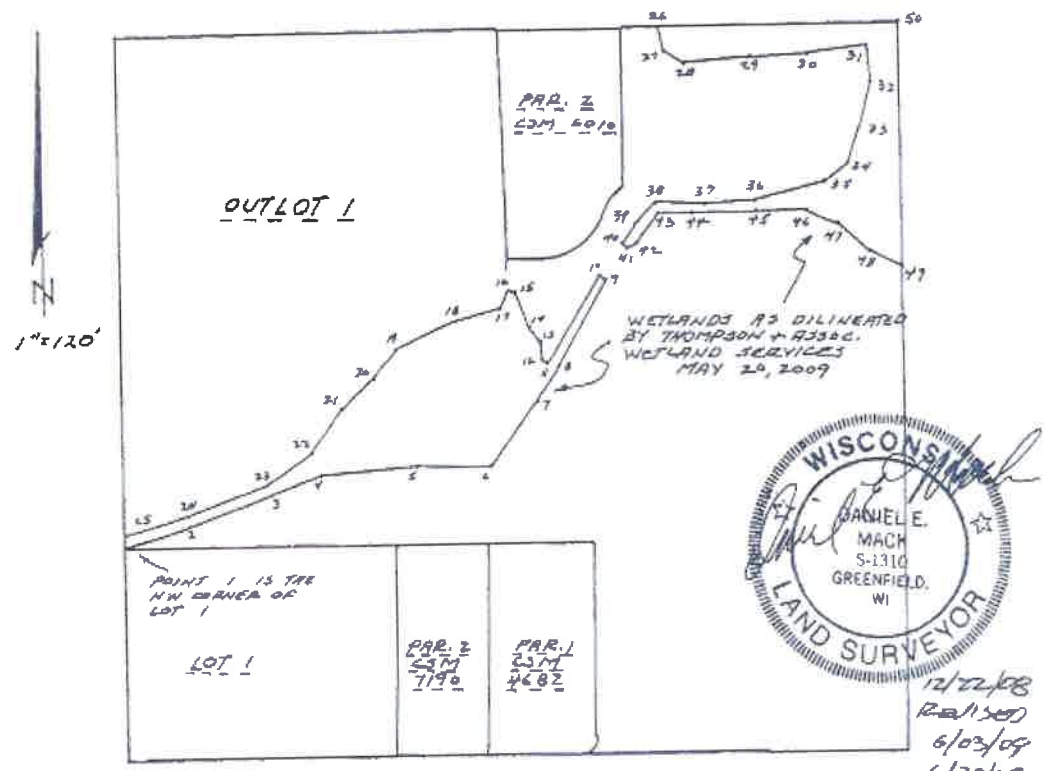


E. FOREST HILL AVE.

DANIEL E. DANIEL
 12/22/00

CERTIFIED SURVEY MAP NO. 8174

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



E. FOREST HILL AVE.

1 - 2	N. 69° 50' 28" E.	54.80	26 - 27	S. 09° 38' 13" E.	22.48
2 - 3	N. 69° 46' 45" E.	76.00	27 - 28	S. 64° 00' 52" E.	20.30
3 - 4	N. 67° 57' 12" E.	47.07	28 - 29	N. 85° 19' 09" E.	55.80
4 - 5	N. 85° 30' 38" E.	81.39	29 - 30	N. 07° 56' 53" E.	50.60
5 - 6	N. 89° 15' 17" E.	65.81	30 - 31	N. 60° 52' 03" E.	49.41
6 - 7	N. 36° 36' 40" E.	66.71	31 - 32	S. 03° 08' 59" E.	33.31
7 - 8	N. 31° 03' 26" E.	34.43	32 - 33	S. 14° 36' 07" W.	37.54
8 - 9	N. 28° 57' 48" E.	86.91	33 - 34	S. 20° 59' 32" W.	36.58
9 - 10	N. 78° 46' 57" W.	1.70	34 - 35	S. 50° 01' 59" W.	24.45
10 - 11	S. 33° 21' 17" W.	89.35	35 - 36	S. 76° 16' 09" W.	62.69
11 - 12	N. 43° 01' 30" W.	6.50	36 - 37	S. 86° 32' 46" W.	41.93
12 - 13	N. 05° 26' 54" W.	13.57	37 - 38	N. 88° 36' 24" W.	41.86
13 - 14	N. 34° 00' 22" W.	15.84	38 - 39	S. 42° 33' 58" W.	23.98
14 - 15	N. 20° 59' 26" W.	32.59	39 - 40	S. 31° 49' 48" W.	18.95
15 - 16	N. 70° 53' 50" W.	2.71	40 - 41	S. 36° 00' 16" E.	2.57
16 - 17	S. 37° 13' 04" W.	18.12	41 - 42	N. 72° 57' 48" E.	8.16
17 - 18	S. 73° 49' 31" W.	39.03	42 - 43	N. 37° 15' 23" E.	31.93
18 - 19	S. 65° 58' 59" W.	55.20	43 - 44	S. 89° 37' 58" E.	27.92
19 - 20	S. 39° 17' 52" W.	35.68	44 - 45	N. 88° 52' 16" E.	56.09
20 - 21	S. 47° 12' 15" W.	36.55	45 - 46	N. 89° 18' 18" E.	43.04

CERTIFIED SURVEY MAP NO. 8174

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF
THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 16, TOWN 5 NORTH,
RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Daniel E. Mack, a Registered Land Surveyor, do hereby certify that I have surveyed, divided, and mapped a Redivision of Parcel 1 of C.S.M. No. 7190, being a part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of said Northeast $\frac{1}{4}$; thence S. 89° 21' 25" W. along the South line of said Northeast $\frac{1}{4}$, 663.70 feet to a point; thence N. 00° 44' 59" E. 40.01 feet to a point in the North line of East Forest Hill Avenue, said point also being the point of beginning of the lands herein to be described; continuing thence N. 00° 44' 59" E. 622.89 feet to a point; thence S. 89° 20' 56" W. 237.96 feet to a point; thence S. 00° 22' 34" W. 137.01 feet to a point; thence Southwesterly 31.17 feet along the arc of a curve whose center is to the Southeast, whose radius is 70.00 feet and whose chord bears S. 35° 48' 58" W. 30.91 feet to a point; thence Southwesterly 69.43 feet along the arc of a curve whose center is to the Northwest, whose radius is 60.00 feet and whose chord bears S. 56° 12' 31" W. 65.62 feet to a point; thence S. 89° 21' 25" W. 27.74 feet to a point; thence N. 00° 38' 35" W. 197.72 feet to a point; thence S. 89° 20' 56" W. 324.00 feet to a point; thence S. 00° 35' 56" W. 622.76 feet to a point on the North line of East Forest Hill Avenue; thence N. 89° 21' 25" E. along said North line 228.89 feet to a point; thence N. 00° 22' 34" E. 182.50 feet to a point; thence N. 89° 21' 25" E. 171.00 feet to a point; thence S. 00° 22' 34" W. 167.76 feet to a point; thence Southwesterly 23.30 feet along the arc of a curve whose center is to the West, whose radius is 15.00 feet and whose chord bears S. 44° 51' 53" W. 21.02 feet to a point on the North line of East Forest Hill Avenue; thence N. 89° 21' 25" E. 278.64 feet to the point of beginning.

That I have made this survey, land division, and map by the direction of Richard H. Lee and Kathleen E. Lee, his wife, owners of said land.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and Chapter 14 of the Municipal Code of the City of Oak Creek in surveying, mapping, and re-dividing the same.

Date: December 22, 2008

REVISED 4/03/09



Daniel E. Mack

Daniel E. Mack
Registered Land Surveyor
State of Wisconsin, No. S-1310

CERTIFIED SURVEY MAP NO. 8174

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

OWNERS' CERTIFICATE

As owners, we hereby certify that we have caused the land on this map to be surveyed, mapped, and re-divided as represented on this map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City of Oak Creek.

Witness the hand and seal of said owners this 6th day of January, 2009.

In the presence of:

Frederick H. Wobich
Witness

Richard R. Lee
Richard R. Lee

Frederick H. Wobich
Witness

Kathleen E. Lee
Kathleen E. Lee

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

Personally came before me this 6th day of January, 2009, the above named Richard R. Lee and Kathleen E. Lee, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Ray M. Biedrzycki
Notary Public
Milwaukee County, Wisconsin
My Commission Expires 12/27/09



CERTIFIED SURVEY MAP NO.

8174

BEING A REDIVISION OF PARCEL 1 OF C.S.M. NO. 7190, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

PLANNING COMMISSION APPROVAL

Approved by the Planning Commission of the City of Oak Creek on this 23rd day of June, 2009.

Richard R. Bolender
Richard R. Bolender
Chairman

Douglas W. Seymour
Douglas W. Seymour
Corresponding Secretary

COMMON COUNCIL APPROVAL

Approved and dedication accepted by the Common Council of the City of Oak Creek on this 4th day of July, 2009, by Resolution No. 10958-031709.

Richard R. Bolender
Richard R. Bolender
Mayor

Pamela Bauer
Pamela Bauer
City Clerk



Wetland Delineation Report

ra Smith has completed a wetland delineation report and below are the highlighted areas of importance. We have also provided the full report with supporting documentation.



1340 E. Forest Hill Avenue – Wetland Delineation
Ms. Cheryl Lee
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Temporarily flooded (A), Excavated (x) wetland, and PEM1C indicating a Palustrine (P), Emergent (EM), Persistent (1), Seasonally flooded (C) wetland. Compared to the raSmith wetland map (Figure 2, Appendix 1), the size and configuration of the three mapped wetlands is only partially consistent with the size and configuration of raSmith's delineated W-1. **The extent of wetland that was field-delineated is significantly smaller than that wetlands shown on the NWI and tends to follow the narrow drainageway.** The significant discrepancies between the NWI map and raSmith's delineated boundaries are attributed to the level of wetland delineation employed during the investigation. The presence of wetlands and the location of wetland boundaries as determined by examination of aerial photography are not as accurate as physical examination of site conditions using methods outlined in the 1987 Corps Manual and its Midwest Supplement.

Three wetland indicator soils are mapped within the Study Area: Ashkum silty clay loam with 0-2% slopes, Blount silt loam and Matheron silt loam with 1-3% slopes. However, Matheron silt loam accounts for over 96 percent of the entire site. The NRCS Web Soil Survey indicates that there are four soil types mapped within the Study Area overall as shown on Table 1 (below) and Figure 3 (Appendix 1). In addition, a full list of these soils with their components is located in Appendix 2. Please note a discrepancy on the soils list where Morley silt loam with 2-6% eroded slopes is misrepresented as Ozaukee silt loam with 2-6% eroded slopes.

Table 1. Mapped Soils within Study Area

Soil Unit Name	Drainage Class	Percent of Study Area
Ashkum silty clay loam, 0-2% slopes (AsA)*†	Poorly drained	0.6
Blount silt loam, 1-3% slopes (BlA)*	Somewhat poorly drained	0.7
Matheron silt loam, 1-3% slopes (MmA)*	Somewhat poorly drained	96.1
Morley silt loam, 2-6% slopes, eroded (MzdB2)	Moderately well drained	2.5

* WDNR Wetland Indicator Soil

† NRCS Listed Hydric Soil

Based on a review of aerial photographs from 1985, 1990, 2000, 2005, 2010, and 2015 (Figures 4A-F, Appendix 1), most of the land within the Study Area has historically been used for crop production. A driveway was constructed through the center of the site sometime between 1990 and 2000 in order to gain access to a new residence on an adjacent parcel. Around this same timeframe, the land in the northeast corner of the Study Area was no longer being used for crop production. Some site disturbance is apparent on the 2005 aerial in this location. Based on more recent aerial imagery, the land south of W-1 and west of the driveway is also no longer being used for crop production and was observed as mowed lawn. In general, the wetland drainageway is highly visible on all aeriels as a dark linear feature indicating periods of inundation and saturation. In addition, the 2005 and 2015 aeriels show a darker tone in the area where W-1 widens out near Sampling Point 9.

ANTECEDENT HYDROLOGIC CONDITION

The closest weather station with available average data to the site was the Milwaukee Mitchell Airport station in Milwaukee County. This was compared to recent data from the Oak Creek 2.2 SE Station which was in close proximity to the site. Based on the WETS Analysis Worksheet in Appendix 3, precipitation was drier than the normal range for the months of July through September, 2017. NOAA's Advanced Hydrologic Prediction Service Map (Figure 5, Appendix 1), which analyzes precipitation data exactly 90 days prior to the date of the site visit,



1340 E. Forest Hill Avenue – Wetland Delineation

Ms. Cheryl Lee

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Data sheets were compiled and are included in Appendix 5. The following is a detailed description of the delineated wetland:

W-1 – Wet Meadow (Drainageway)

As shown on Figure 2 in Appendix 1, W-1 is a 0.198-acre wetland drainageway that is visible on all spring aeriels. The wetland is depicted as an emergent marsh and a forested wetland on the NWI map (Figure 3, Appendix 1). Four sampling points (Points 3, 5, 9, and 12) were examined within W-1 and seven were examined in the adjacent upland (Points 1, 2, 4, 6, 7, 8, 10, 11, 13, and 14).

Most of the wetland contains wet meadow except for the wooded portion that lies predominantly off-site. The wetland is dominated by hydrophytic species especially reed canary grass (*Phalaris arundinacea*) and Mexican muhly (*Muhlenbergia mexicana*). The surrounding upland plant communities adjacent to W-1 contain upland "old-field" and degraded upland forest in the northeast portion of the site, a planted alfalfa field in the southeast part of the site, and a fallow farm field in the northwest part of the site. There was also mowed lawn south of W-1, west of the driveway. In general, the wetland and upland plant communities are low quality containing many invasive and weedy species as a result of previous site disturbance. Please refer to the site photos in Appendix 4 for a depiction of W-1 and its adjacent upland plant communities.

The wetland boundary was established using professional judgment and observed changes in wetland hydrology, soil, vegetation, and topography. Wetland W-1 is located within a shallow drainageway with a fairly distinctive break along most of its boundary. The drainageway is excavated and has been present since at least 1937 based on historical aeriels available on the Milwaukee County GIS website. Drainage is generally towards the northeast as it traverses through the parcel, but it changes course along the east parcel line where it drains directly north towards Oak Creek. As indicated on the NWI, the hydroperiod of W-1 is temporarily flooded and it appears that it is intended to drain water from the site. Hydrology is received through a culvert on the west side of the site from a larger wetland on the adjacent parcel to the west. Hydrology was noted as problematic on data forms for Points 3 and 9 since primary indicators were absent and secondary hydrology were more difficult to interpret. Physical on-site evidence of wetland hydrology within W-1 included one primary indicator: inundation visible on aerial imagery. It also included four secondary indicators: a drainage pattern, saturation visible on aerial imagery geomorphic position, and a positive FAC-Neutral test.

According to the NRCS Soil Survey of Milwaukee County, Matherton silt loam with 1-3% slopes is the dominant mapped soil type within W-1 and throughout the entire site. This soil type is considered to be a somewhat poorly drained that contains inclusions of hydric soil. The wetland profiles observed within W-1 met the A12 (Thick Dark Surface) NRCS Hydric Soil Indicators. While five of the upland sampling points (Points 1, 8, 11, 13, and 14) also met the A12 indicator, none of them met more than one secondary hydrology indicator and most did not pass the hydrophytic vegetation parameter. All of the upland sampling points were located at elevations roughly 0.5 to 1 foot higher than the wetland boundary and where either on slight hillslopes or flat plains.

Please refer to site photos in Appendix 4 for views of W-1 and its immediate adjacent upland.

CONCLUSION

Based on the wetland delineation completed by raSmith, one (1) wetland drainageway, totaling 0.198 acre was identified, delineated, and subsequently surveyed by raSmith (Figure 2, Appendix 1). The drainageway is not depicted as a waterway on any of the available maps reviewed. Since the wetland may fall under the category of agricultural ditch, it may be considered exempt from wetland regulation; however, this must be determined by both the USACE and WDNR. raSmith ecologists are required by the WDNR to provide their professional



ESSENTIAL BUILDING AFFILIATES

1340 E. Forest Hill Avenue – Wetland Delineation
Ms. Cheryl Lee
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judgment on wetland susceptibility per revised NR 151 guidance (Guidance #3800-2015-02) (Appendix 7). **It is our opinion that the susceptibility is low for W-1.**

Tina Myers, lead delineator, is an Assured Delineator as explained on the WDNR web site, <http://dnr.wi.gov/topic/wetlands/assurance.html>. The WDNR considers Ms. Myers' wetland determination / delineation work to be "Assured" for purposes of Wisconsin waterway and wetland permits, such that Ms. Myers' clients do not need to wait for concurrence letters from the WDNR before relying on such determinations and delineations and may expect that wetland issues should not be the cause of delays in state waterway and wetland permit decisions. Per communication with USACE staff, concurrence from the United States Army Corps of Engineers is not necessary unless the project is associated with a wetland fill permit application.

The wetland boundary staked in the field by raSmith is a professional finding based on accepted USACE and WDNR methodology at the time the wetlands were delineated. This wetland delineation field work and the report are not intended to meet the requirements of a WDNR Endangered Species Review, a navigability determination, or the location of either the Ordinary High Water Mark or floodplain.

Wetlands and waterways that are considered waters of the U.S. are subject to regulation under Section 404 of the Clean Water Act (CWA) and the jurisdictional regulatory authority lie with the USACE. Additionally, the WDNR has regulatory authority over wetlands, navigable waters, and adjacent lands under Chapters 30 and 281 Wisconsin State Statutes, and Wisconsin Administrative Codes NR 103, 299, 350, and 353. In addition, the USACE and WDNR have jurisdictional authority to determine which features are exempt including stormwater ponds and conveyance features. If the client proposes to modify an existing stormwater feature, an Artificial Determination Exemption would need to be submitted. See the form on the WDNR Wetland Identification website (fee involved), <http://dnr.wi.gov/topic/wetlands/identification.html>. Furthermore, municipalities, townships, and counties may have local zoning authority over certain areas or types of wetland and waterways. The determination that a wetland or waterway is subject to regulatory jurisdiction is made independently by the agencies.

Any activity in the delineated wetland may require U.S. Army Corps of Engineers permits and State of Wisconsin Department of Natural Resources Water Quality Certification and local government permits. If the Client proceeds to change, modify or utilize the property in question without obtaining authorization from the appropriate regulatory agency, it will be done at the Client's risk and raSmith shall not be responsible or liable for any resulting damages.

We thank you for the opportunity to present this project to Plan Commission and we look forward to any feedback to make this project as successful as possible. You can contact us at:

Developer/Builder

Corinth Homes

11617 W. Bluemound Rd.

Wauwatosa, WI 53226

David Van Rixel (414) 206-5096

Office: (414) 431-4241

Email: David@CorinthBuilt.com

Mike@CorinthBuilt.com

Civil Engineering

rA Smith

16745 W. Bluemound Rd.

Brookfield, WI 53005

(262) 781-1000

Owner

Cheryl Lee

300 King William Ct. South

Waukesha, WI 53186

(414) 374-3584

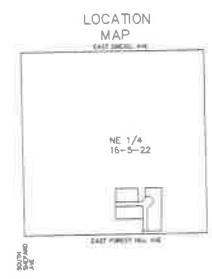
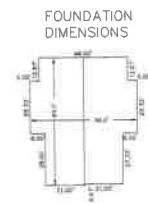
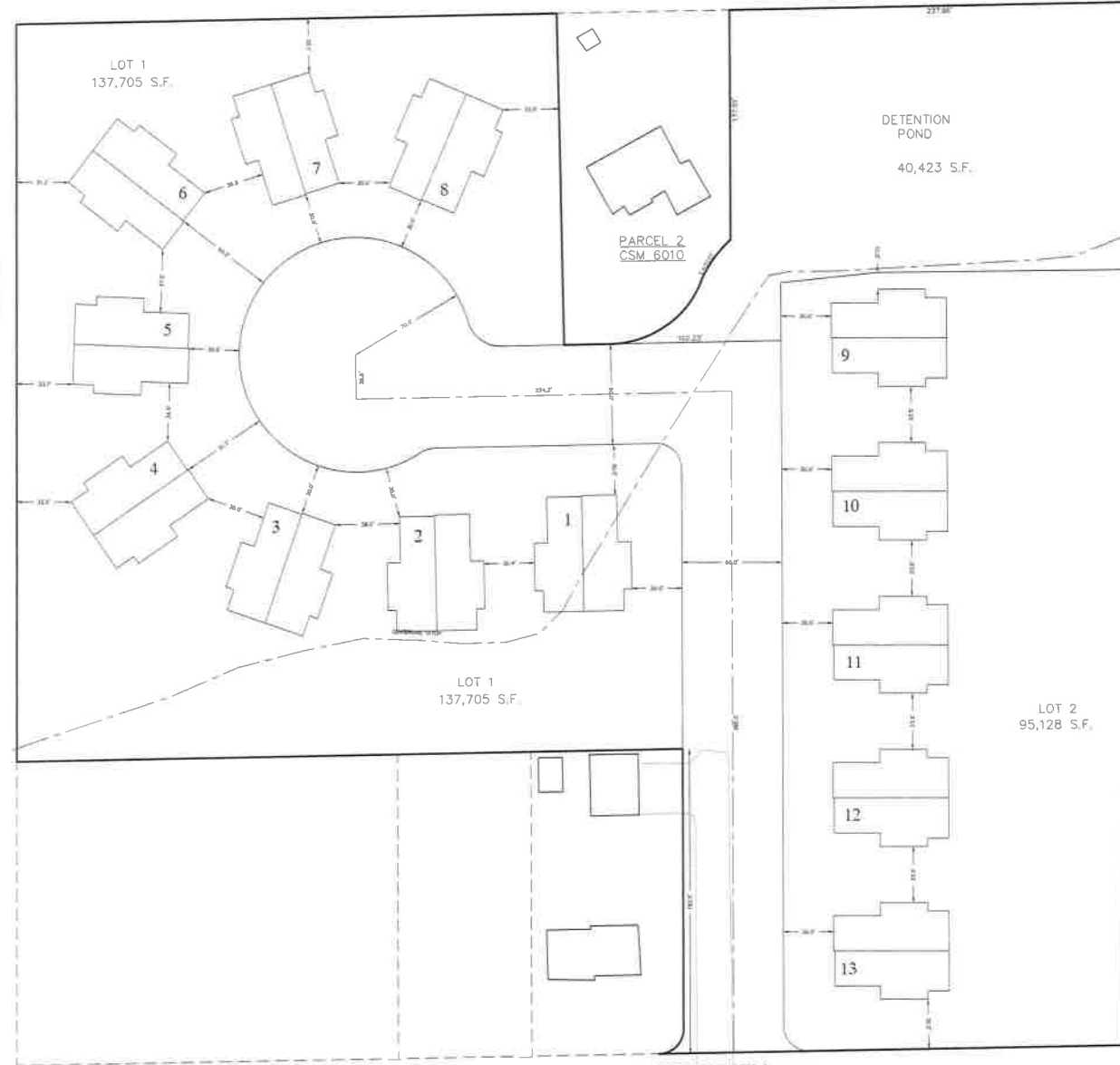
1340 FOREST HILL AVE

26 UNITS

OUTLOT 1, CERTIFIED SURVEY MAP NO. B174, BEING PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

EXHIBIT NO. 168568
October 12, 2021

DEVELOPMENT CONSISTS OF 2 LOTS AND 1 OUTLOT

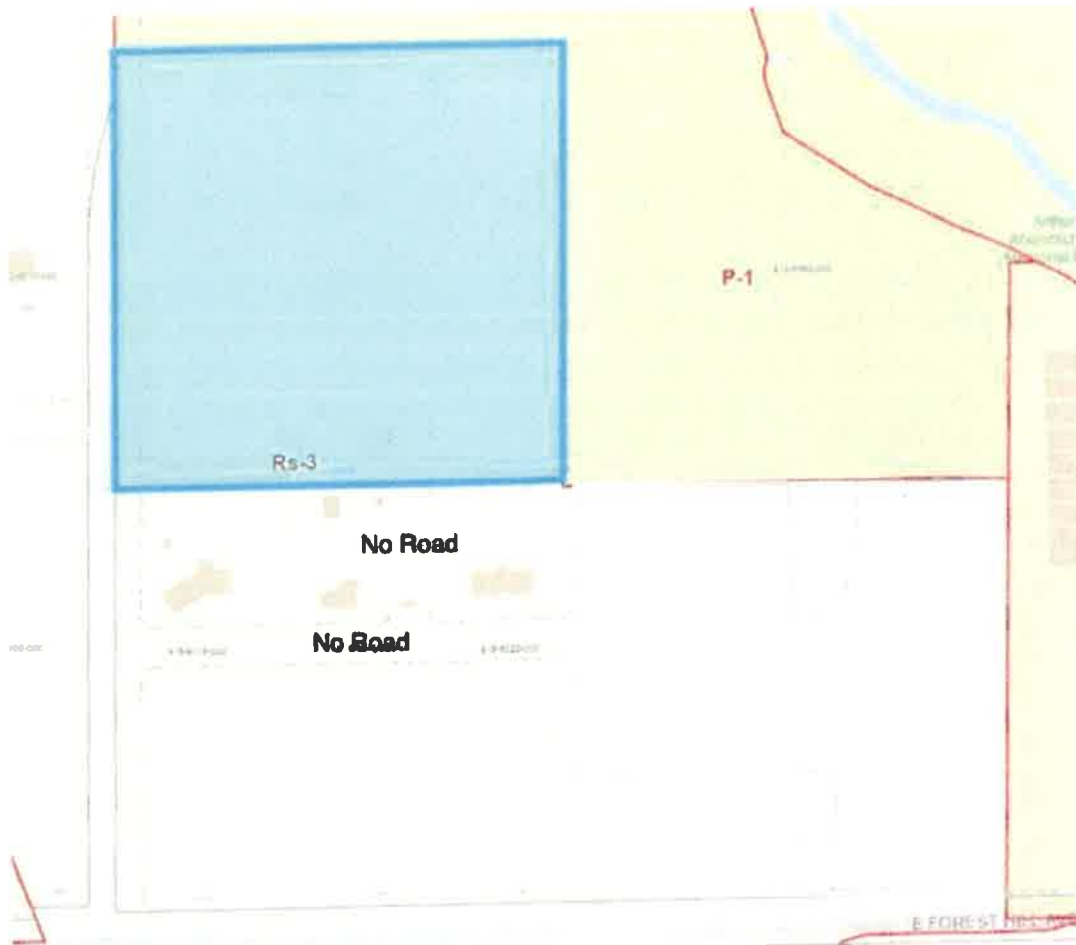


raSmith
A Division of R.A. Smith National, Inc.

16745 W. Blumound Road
Brookfield, WI 53005-5938
(262) 781-1000

E. FOREST HILL AVE

R.A. Smith National, Inc.



In regards to the property at 1340 Forest Hill Ave

To best utilize and maximize the use of the property at 1340 Forest Hill Ave we are proposing a comprehensive map change to the current CSM.

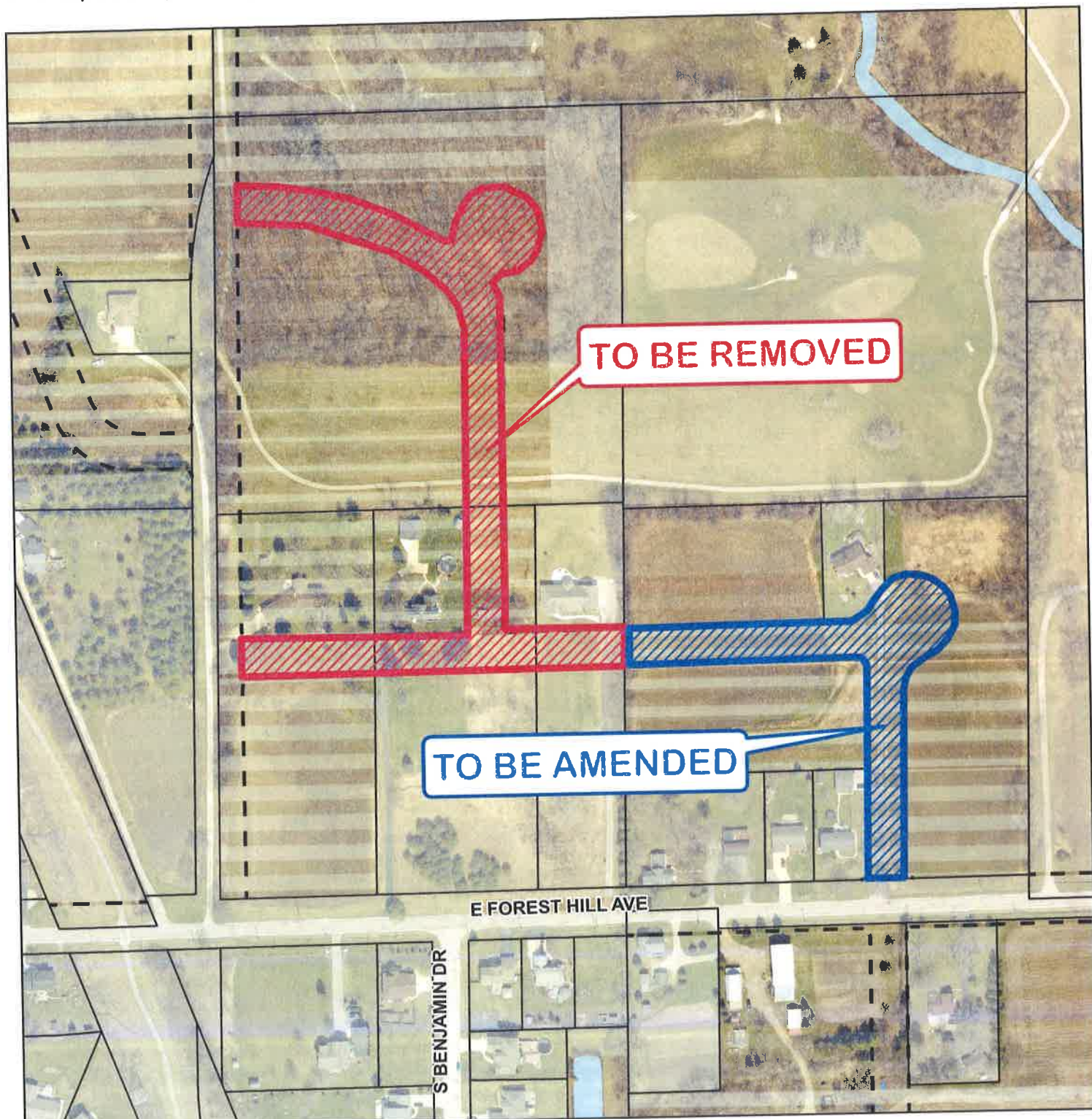
We want to eliminate the road segment to the west of us. We do not own this property and have no indication that the property owners plan on selling or would want a road to come through their property.

The property to the north (1321R E. Drexel Ave.) is owned by the City of Oak Creek and we propose eliminating the future street pattern through this property with the overall proposal.

We can soften the inside corner of the turn as proposed on our property, but there is not enough room to completely remove the 90 degree turn.

PROPOSED OFFICIAL MAP AMENDMENTS

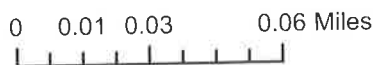
1020, 1100, 1150, 1330, & 1340 E. Forest Hill Ave., & 1321R E. Drexel Ave.



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



Community Development



Legend

- - Official Map

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, February 8, 2022**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Hanna, Commissioner Carrillo, Commissioner Kiepczynski, Alderman Loreck, Mayor Bukiewicz, Commissioner Oldani, Commissioner Siefert, and Commissioner Chandler. Alderman Guzikowski was excused. Also present: Kari Papelbon, Senior Planner; Jack Kovnesky, Planning Intern; Tamira Rice, Neighborhood Preservation Officer; and Mike Havey, Assistant Fire Chief.

**OFFICIAL MAP AMENDMENT
1020, 1100, 1150, 1330, AND 1340 E. FOREST HILL AVE., AND 1321R E. DREXEL AVE
TAX KEY NOS. 815-9018-000, 815-9019-000, 815-9020-000, 815-9017-000, 815-9023-000,
AND 815-9021-000**

Senior Planner Papelbon provided an overview of the proposed amendments to the Official Map (see staff report for details).

David Van Rixel and Michael Mack, 11617 W. Bluemound Rd., Wauwatosa, WI 53226, Corinth Homes, representing the owner of 1340 E. Forest Hill Avenue, Cheryl Lee, explained the Official Map Amendment is the first step in the larger goal to rezone 1340 E. Forest Hill Avenue for a duplex / condominium development.

Commissioner Chandler asked if any information or feedback from the residents of this neighborhood had been collected on the impact of removing the future road. Mr. Van Rixel answered that no information or feedback had been gathered. Senior Planner Papelbon provided additional information on the proposed amendments and confirmed needed access is already established for the houses on the parcels where the removal of the future road is proposed.

Commissioner Chandler asked for clarification on what the proposed amendment looks like, and why the proposed future road ends in a cul-de-sac. Senior Planner Papelbon showed Commissioner Chandler the diagram of the proposed amendments, explaining the differences. Mr. Van Rixel further explained that the future road ends in a cul-de-sac for fire and emergency vehicles accessibility as well as to comply with Code.

Alderman Loreck asked Senior Planner Papelbon for confirmation that a section of the future road to be removed in the amendment would have gone through ten acres of Abendshein Park. He also asked if the amendment would consider moving the proposed access road to the east of where it is proposed. Senior Planner Papelbon confirmed the original layout, and answered that the proposal is utilizing an already existing driveway.

Commissioner Kiepczynski commented that the drainage easement on the property will need to be addressed as wetlands and floodplains are present on the property.

Mayor Bukiewicz commented that removing the future road on the western portion of the Official Map makes sense. Senior Planner Papelbon clarified the part of the request to remove the future public road does not limit potential development of a private road in the future, and approval of the proposed amendment does not endorse any specific future design of the properties at this time.

Mayor Bukiewicz asked for clarification of ownership, or existing right-of-way agreements, for the existing driveway that will be used for the proposed future access road. Senior Planner Papelbon stated more information about that property will have to be gathered.

Cathy Brudnicki, 1100 E. Forest Hill Ave.:

"That would be the third house down from the property. I already have a lot of drainage water sitting in the front of our house. It's not going anywhere. Back in 1958, there was a dollar proposal contract signed with the City that the City was gonna take care of drainage for us. That seems like all they ever do is just take care of the cul-de-sac on our driveway and the rest of the water just seems to go forward, not East, forward – it goes South. So, we have a lot of water, standing water. I'm really concerned about what this, potentially, could do to the front of my property that's already – was wetlands – but now it's more like a swamp-land."

Mayor Bukiewicz asked for clarification on which property the speaker is referring to.

Ms. Brudnicki:

"I'm directly West of the property."

Mayor Bukiewicz stated was focused on the cul-de-sac.

Ms. Brudnicki:

"Oh, okay. As far as the road that goes between 1100 and 1150, that part of the orange that goes to the back of the park? I have no problem getting rid of that. As far as the other part of it, it all depends on the amendment, to know what's gonna happen with the building next to us before I'd wanna eliminate all that."

Mayor Bukiewicz answered that any future or further development would have to have approved stormwater plans.

Ms. Brudnicki:

"And there is a lot of houses there!"

Mayor Bukiewicz confirmed the proposed structures would be side-by-side condominiums.

Ms. Brudnicki:

"Yeah, I know, but that's a lot of property in a small amount of area. I know this is not – this is just number one."

Mayor Bukiewicz agreed and provided a possible explanation as to why those types of structures might be built on that property.

Ms. Brudnicki:

"Yeah, but the market of residential homes has gone away. I guess what I'm looking at – this sets a precedent. There's a lot of other farmland down our street and that means we don't have a road that can widen as well, because of how close a lot of the houses are."

Mayor Bukiewicz clarified that Ms. Brudnicki meant Forest Hill Avenue, agreed the road may have to be worked on in the future, and stated that drainage is a high priority.

Ms. Brudnicki:

"We came to the City at least three times already to try to have our property fixed up and it goes to deaf ears. Either that or DNR stops it, I don't know."

Mayor Bukiewicz voiced his apologies and spoke to the Engineering Department's ability to improve older drainage issues while working in newer developments.

Ms. Brudnicki:

"I hope you can say that. But it hasn't gone that way for us."

Mayor Bukiewicz explained the success of the Engineering Department in rectifying old drainage issues.

Ms. Brudnicki:

"Okay. Just to let you know though, that drive that goes – partially the red one - that goes into the park and between 1150 and 1100, that red part, that should've probably gone away when they went and they put the park behind us."

Mayor Bukiewicz agreed, and Senior Planner Papelbon explained that the past oversight will be fixed with the proposed amendment.

Ms. Brudnicki:

"I agree. Alright, thank you."

Omar Barasneh, 1101 and 931 E. Forest Hill Ave.:

"I'm, I don't know if this is the setting or if this is the meeting for that, but I'm opposed to this project. I know the City is so against adding any driveways on Forest Hill. Even like my lot I could have built there but I was told you cannot be using the driveway. I have a neighbor who built back in Benjamin and Forest Hill and they forced him to put their driveway on Benjamin, even though his house is facing Forest Hill. Now you're putting 26 units with at least 26 cars, or you know, 52 – could be. All this traffic gonna go on this small street and I'm personally, you know - I don't know if my other neighbors are, but, I'm opposed to this project."

Mayor Bukiewicz stated his appreciation for the input, and explained traffic impact and safety concerns take precedent in decisions about development projects.

Mr. Barasneh:

"I know, but I'm saying that even makes it worse. So, everybody gonna go into that area and come out, are gonna come out on Forest Hill. There is no other way to like (inaudible) so we have more traffic there."

Mayor Bukiewicz confirmed all possible traffic going into the proposed development would enter and exit from Forest Hill Avenue, and asked for input from Commissioner Kiepczynski. Commissioner Kiepczynski stated there may not be a need to do a traffic study on the road.

Mr. Barasneh:

"Thank you."

Linda Lee, 1280 E. Forest Hill Ave.:

"A couple of my questions were already addressed, but I may them anyway. So, the current ditch – is that still considered – that goes along this property - it used to be considered a navigable waterway. Just wondering if the DNR has been involved and do they have to approve any changes to that?"

Mayor Bukiewicz stated the process is not far enough along to include DNR in the consideration, but asked for more insight from Commissioner Kiepczynski.

Commissioner Kiepczynski stated a wetland delineation report was completed, and outreach with the DNR was noted in the report.

Ms. Lee:

"But we can be assured it will be addressed should this proceed?"

Senior Planner Papelbon stated that the DNR will see the plans as the development plans are created.

Ms. Lee:

"Okay. My other comment slash question is; similar to the other gentleman, you have the potential for 26 new units here, if there's 13 side-by-side units. There's already an existing home in the back, there's an existing home that uses this driveway too so the potential is there for 28 new units. Similarly, is there no concern that all of that access is going just to Forest Hill? That there's – that's the only access point is Forest Hill? For all those vehicles and all that traffic?"

Mayor Bukiewicz answered that the City's Engineers and Fire Department will look at traffic and safety accessibility in this area if the project continues to move forward. Senior Planner Papelbon explained that the only way for Forest Hill Avenue to have access to another main thoroughfare would be to leave the Official Map as it is.

Ms. Lee:

"My last comment is, while this is premature – I understand that but, the map – she's already shown the map that kind of shows what a future development could look like, and the narrative that was included in that has the zoning going from Rs-3 to Rm-1. And Rm-1, as I look at the definition of that, is multi-family residential / efficiency 1-bedroom, 2-bedroom, 3-bedroom. My

concern, living right on Forest Hill there, could that mean that should this development not come through, or even if it does, that these could be an apartment complex versus side-by-side condominiums.”

Senior Planner Papelbon stated that the correct zoning request for the property would be Rd-1.

Ms. Lee:

“Excellent. Last question, and this is very minor, just making sure that these – should the development come through – and this may be more of a question for you guys; is this owner occupied or rentals?”

Mr. Van Rixel stated that they would be owner-occupied.

Ms. Lee:

“Okay. Thanks.”

Assistant Fire Chief Havey commented that, based on the proposed plan, fire suppression and emergency service considerations are met. Mayor Bukiewicz asked if a hydrant would be needed for the development. Assistant Fire Chief Havey answered in the affirmative.

Commissioner Hanna voiced her concern regarding traffic access and the width of the access road should there be a vehicle accident resulting in the road being blocked. Mayor Bukiewicz agreed. Senior Planner Papelbon stated consideration to widen the access road could be made later in the process, as there is a right-of-way along the side. Commissioner Hanna provided a strong recommendation to the applicant to include the extra space on the road in possible future plans.

Mayor Bukiewicz stated that any property owner within 300 feet of the proposed project will be notified of any further activity. Senior Planner Papelbon added that the public hearing for this proposal will likely be the first meeting in March, and notice of the meeting will be sent in the mail.

Mr. Barasneh:

“I know there was rezoning - Are we District 1 or District 6? With Steven (inaudible).”

Mayor Bukiewicz confirmed that the area is in Aldermanic District 1, and stated that the Alderman is present at the meeting.

Commissioner Siefert moved that the Plan Commission recommends to the Common Council that the Official Map for a portion of the mapped, unimproved future right-of-way affecting the properties at 1020, 1100, 1150, 1330, and 1340 E. Forest Hill Ave., and 1321R E. Drexel Ave. be amended as presented after a public hearing.

Commissioner Hannah seconded. On roll call: Commissioner Chandler voted no, all others voted aye. Motion carried.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Hanna seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 7:43 pm.

ATTEST:



Kari Papellon, Plan Commission Secretary

2-22-22

Date



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):

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

Background: As 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:



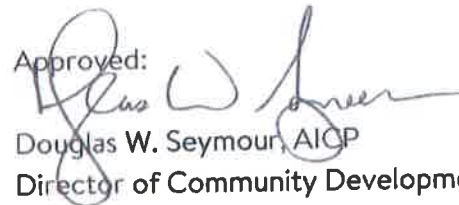
Kari Papelbon, CFM, AICP
Planner

Fiscal Review:



Maxwell Gaglin, 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.

Continued on other side >



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.

Continued on next page }



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:
 - ④ Up to a 10% reduction in one (1) of the required yard setbacks when the adjustment is the only modification requested.
 - ④ A reduction of the applicable off-street parking or bicycle parking requirements by not more than (1) space.
 - ④ An increase to the maximum building height by not more than five (5) percent.
 - ④ 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 Siepert, 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 Siepert 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 Siepert 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:** Certified Survey Map - 10730 S. Howell Ave. - David DiSanto, Modhome, LLC
- Recommendation:** That the Council adopts Resolution No. 12315-031522, a resolution approving a Certified Survey Map submitted by David DiSanto, Modhome, LLC, for the property at 10730 S. Howell Ave. (5th Aldermanic District).
- Fiscal Impact:** The proposal is to divide the property into two (2) compliant lots for financing purposes. The existing Planned Unit Development is unaffected by the proposed division, and Lot 1 is currently developed with single-family residential condominium units, a clubhouse and pool, and stormwater infrastructure. Continued construction of single-family residential units for rent on Lot 2 will yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. This property is not 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) dividing the property at 10730 S. Howell Ave. Council will recall that a single-family condominium development, Residences at Oak View, was approved as a Planned Unit Development (PUD) in Ord. 2943 on July 16, 2019. The Applicant is requesting that the property be divided along the phasing line for the PUD, which will correspond to the proposed condominium plats for Council consideration.

Each of the two parcels will meet minimum lot size requirements for the Rd-1, Two-Family Residential zoning district. Setbacks per the PUD appear to be unaffected by the division. Floodway, flood fringe, and wetland areas are shown on the CSM. Several corrections are required prior to recording:

1. Easements for the private sanitary sewer crossing the proposed property line are required. The documents are currently being reviewed by the City Attorney, and will be required to be recorded concurrently with the CSM.
2. The private road names throughout the PUD should be included on the CSM.
3. Although the condominium documents will include the easement/grant of access over Lot 1 for the benefit of Lot 2 for ingress/egress and the clubhouse, the CSM should also note or reference such.
4. Sheet 1 includes a note that the Residences at Oak View Condominium has been dissolved. This is incorrect and should be removed.
5. There is an incorrect label in the legend for the wetland symbol.

-
6. Sheets 2 & 3 show the incorrect owner information.
 7. The dates on the signature pages should be updated to 2022.
 8. The Plan Commission Secretary and Mayor's name on Sheet 5 must be corrected.
 9. The Common Council approval on Sheet 5 should be updated to remove the dedication acceptance as there is no dedication to the City included.

With the above included as conditions of approval, staff have no objections to the proposed map.

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

1. That all required easements for the sanitary sewer are recorded concurrently with the Certified Survey Map.
2. That all private road names are identified on the map prior to recording.
3. That all required easements and access approvals are incorporated into condominium documents.
4. 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:



Kaci 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. 12315-031522

Location Map

Proposed CSM (5 pages)

RESOLUTION NO. 12315-031522

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
DAVID DISANTO, MODHOME, LLC

10730 S. Howell Ave.
(5th Aldermanic District)

WHEREAS, DAVID DISANTO, MODHOME, LLC, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this certified survey map be approved, subject to the following conditions:

1. That all required easements for the sanitary sewer are recorded concurrently with the Certified Survey Map.
2. That all private road names are identified on the map prior to recording.
3. That all required easements and access approvals are incorporated into condominium documents.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

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

1. That all required easements for the sanitary sewer are recorded concurrently with the Certified Survey Map.
2. That all private road names are identified on the map prior to recording.
3. That all required easements and access approvals are incorporated into condominium documents.
4. 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 15th day of March, 2022.

Passed and adopted this 15th day of March, 2022.

President, Common Council

Approved this 15th day of March, 2022.

Mayor

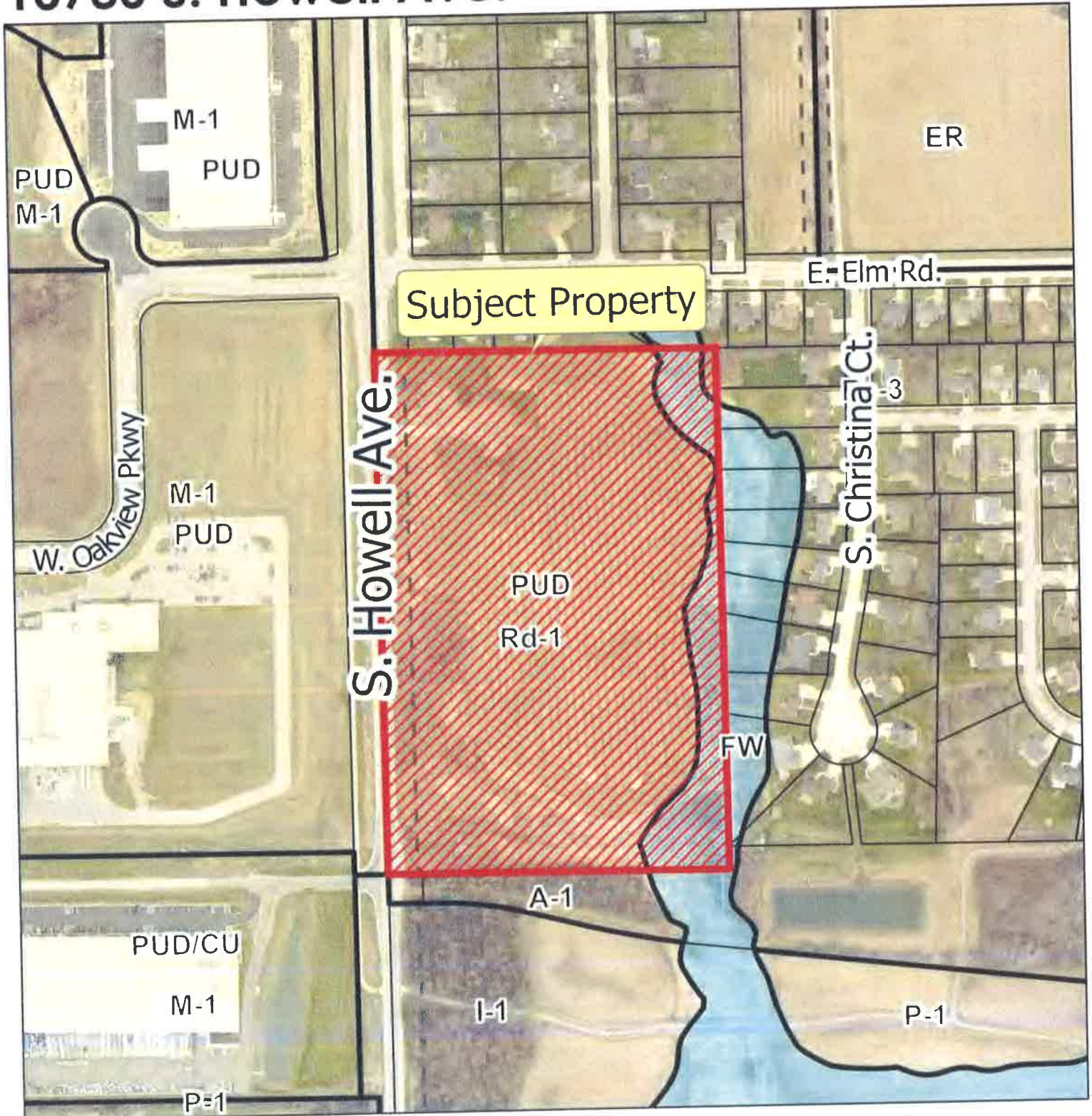
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map

10730 S. Howell Ave.



Subject Property

S. Howell Ave.

S. Christina Ct.

E. Elm Rd.

W. Oakview Pkwy

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

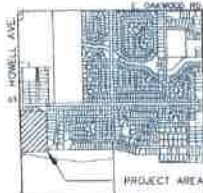
Legend

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



MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33,
Township 5 North, Range 22 East, situated in the City of Oak Creek,
Milwaukee County, Wisconsin.



SECTION 33 - T5N-R22E
VICINITY MAP
NOT TO SCALE

CENTER
SECTION 34 7N
R2'E CONCRETE
MONUMENT SEWRPC
BRASS CAP

LEGEND

- ▲ DENOTES PK NAIL FOUND
- ▲ DENOTES PK NAIL SET
- SECTION CORNER MONUMENT
- DENOTES EXISTING BUILDING
- DENOTES 1" (O.D.) IRON PIPE FOUND
- DENOTES 1-1/4" (O.D.) x24" LONG IRON PIPE SET, weighing 1.68 lbs/linear foot
- DENOTES EXISTING BUILDING

NORTH REFERENCED TO THE
WISCONSIN STATE PLANE
COORDINATE SYSTEM SOUTH
ZONE 14N AD 22 THE WEST LINE OF
SECTION 34-6S-24
BEARING N07°30'51"



PREPARED FOR:
Residences at Oak View, LLC
696 Oak Street
Glen Ellyn, IL 60137

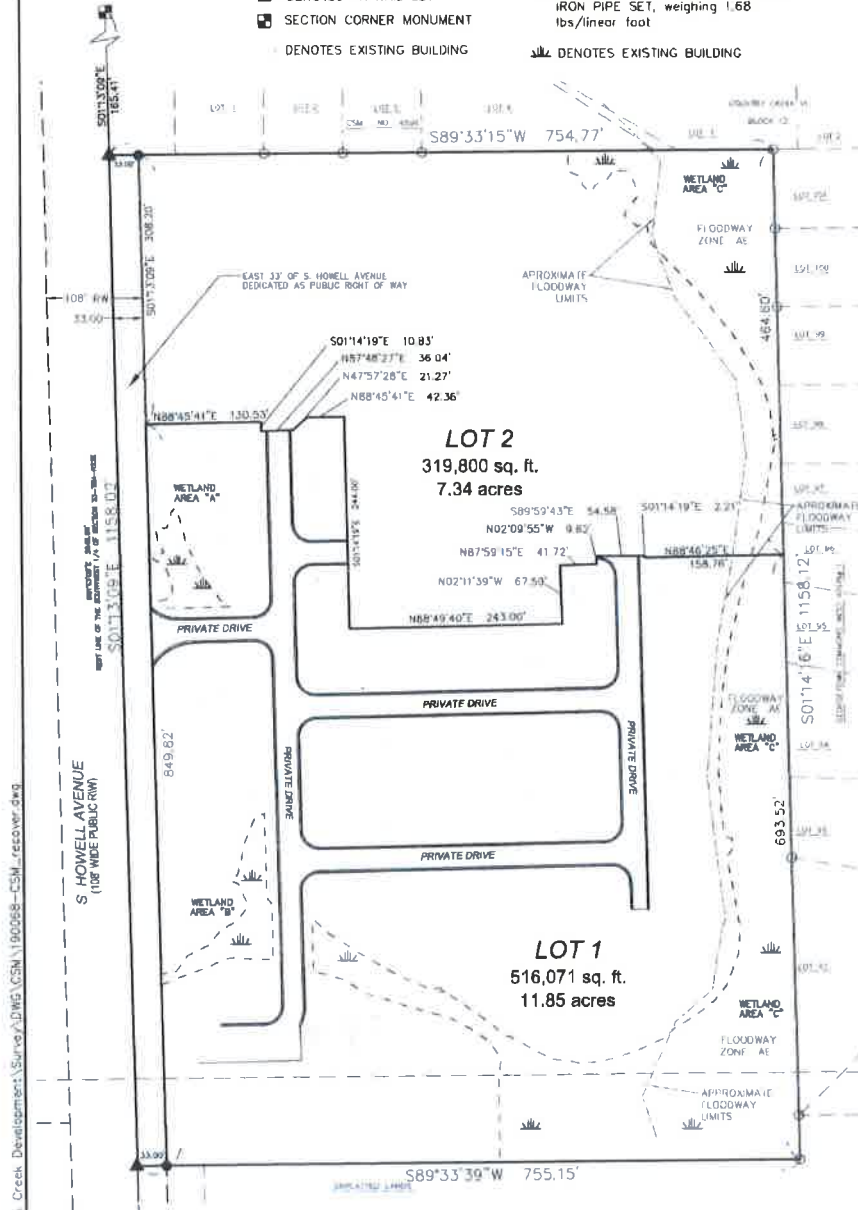
PREPARED BY:
Brian E. Sandberg, PLS-2500
Kapur Inc.
7711 N. Port Washington Rd.
Milwaukee, WI, 53217

Subject property lies in Zone X
area of minimal flooding and
Zone AE Floodway per FEMA
Map no. 55079C231E effective
date: 9/26/2008

Subject property is Zoned Rd-1
PUD

TAX KEY NO. 9730301000

Existing houses and streets
shown remain from
"Residences at Oak View
Condominium" now dissolved.



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SOUTH 1/4 CORNER
SECTION 34 7N
R2'E CONCRETE
MONUMENT SEWRPC
BRASS CAP



MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33,
Township 5 North, Range 22 East, situated in the City of Oak Creek,
Milwaukee County, Wisconsin.

CENTER
SECTION 34 T7N
R21E CONCRETE
MONUMENT SEWRPC
BRASS CAP

LEGEND

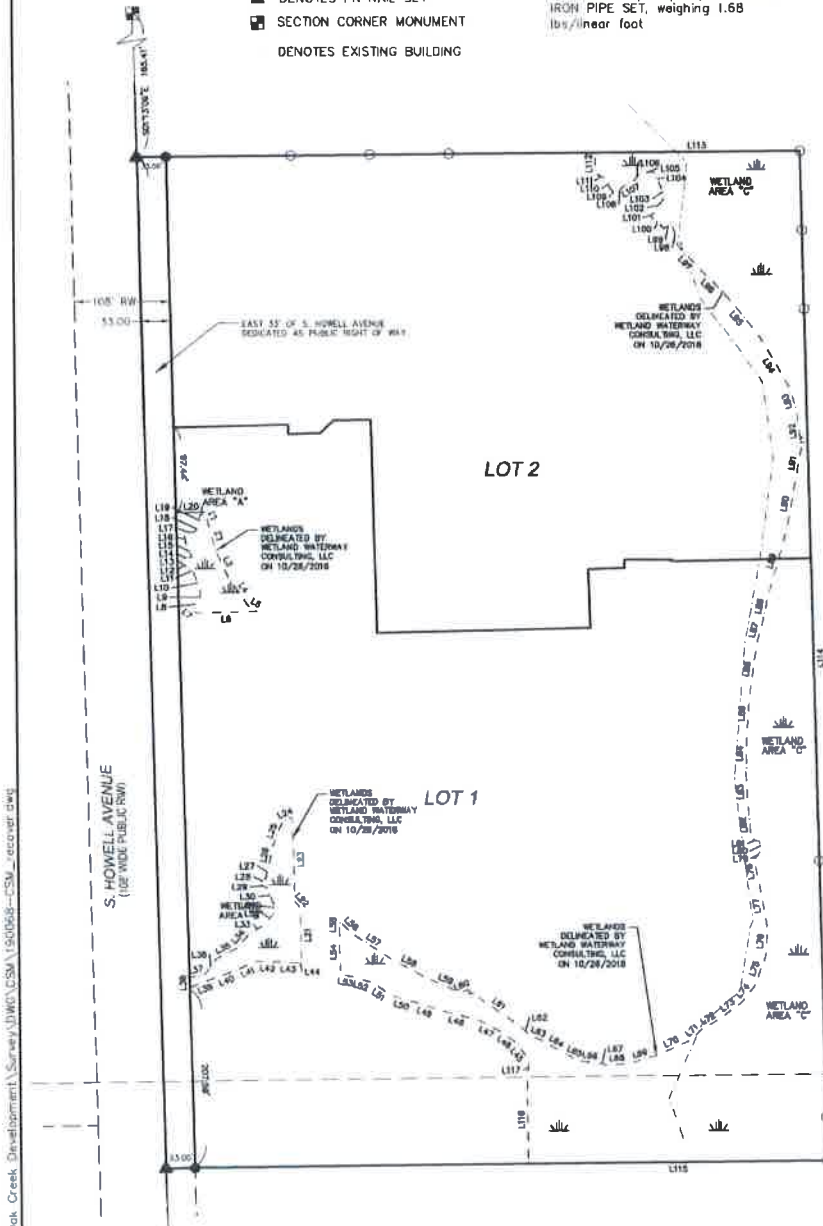
- △ DENOTES PK NAIL FOUND
- ▲ DENOTES PK NAIL SET
- SECTION CORNER MONUMENT
- DENOTES EXISTING BUILDING

- DENOTES 1" (O.D.) IRON PIPE FOUND
- DENOTES 1-1/4" (O.D.) x24" LONG
IRON PIPE SET, weighing 1.68
lbs/linear foot

NORTH REFERENCED TO THE
WISCONSIN STATE PLANE
COORDINATE SYSTEM SOUTH
ZONED 16N. THE PARTS OF
T1E 5N / R22E SECTION 33-66-22,
BRACING N0713097W



SCALE: 1" = 160'
40 0 40 80 120 160
SCALE IN FEET



PREPARED FOR:
WEST QUARTER EAST, LLC
207 N. MILWAUKEE ST.
MILWAUKEE, WI 53202

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MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33,
Township 5 North, Range 22 East,
situated in the City of Oak Creek, Milwaukee County, Wisconsin.

WETLAND AREA "A"			WETLAND AREA "B"			WETLAND AREA "C"			WETLAND AREA "C"			WETLAND AREA "C"		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N18°29'30"W	13.88	L21	N01°11'20"W	85.19	L45	N37°29'50"W	28.50	L70	N68°25'40"E	43.00	L95	N38°55'30"W	67.78
L2	N15°00'20"W	32.18	L22	N40°36'30"W	8.56	L46	N54°28'20"W	19.90	L71	N44°57'10"E	15.88	L96	N44°27'20"W	33.73
L3	N24°25'30"W	34.01	L23	N01°22'40"W	96.55	L47	N61°46'30"W	29.31	L72	N57°57'30"E	27.91	L97	N43°43'00"W	36.92
L4	N35°44'50"W	36.81	L24	S69°06'00"W	11.24	L48	N75°27'40"W	47.06	L73	N53°47'50"E	27.49	L98	N15°24'00"W	26.93
L5	N56°05'30"W	12.56	L25	S22°25'50"W	30.45	L49	N71°26'50"W	27.86	L74	N38°57'20"E	25.36	L99	S80°18'20"W	10.86
L6	N88°45'20"E	70.29	L26	S11°51'40"W	25.15	L50	N73°49'30"W	26.98	L75	N20°01'00"E	37.69	L100	N47°45'50"W	19.38
L7	S45°55'30"E	12.81	L27	S13°28'30"W	12.61	L51	N85°10'20"W	26.33	L76	N03°13'30"E	31.22	L101	N32°28'10"E	8.74
L8	S79°49'20"W	13.93	L28	S46°00'10"W	11.59	L52	N72°47'40"W	23.16	L77	N09°47'10"W	55.51	L102	N36°47'40"E	19.39
L9	S04°40'20"W	12.50	L29	S70°37'40"E	9.07	L53	N80°32'20"W	14.19	L78	N12°11'00"W	24.23	L103	N15°50'00"W	14.31
L10	S17°48'50"E	21.21	L30	S24°12'00"E	19.96	L54	N00°49'50"W	53.67	L79	N36°52'50"E	15.30	L104	N25°27'20"W	16.86
L11	S43°18'20"E	11.06	L31	S06°58'50"E	10.13	L55	N02°41'50"E	7.32	L80	N18°21'40"W	9.47	L105	N88°16'00"W	15.15
L12	S61°00'00"E	9.73	L32	S38°17'40"W	16.52	L56	S46°57'10"E	22.76	L81	N73°50'30"W	6.15	L106	S36°12'30"W	12.77
L13	S01°57'20"W	4.16	L33	S60°35'10"W	19.50	L57	S56°39'20"E	42.74	L82	N05°39'20"W	35.09	L107	S62°09'30"W	15.83
L14	S78°09'40"W	13.21	L34	S41°32'40"W	24.46	L58	S80°10'30"E	51.53	L83	N03°31'00"W	40.40	L108	S32°15'30"W	9.63
L15	S23°28'10"E	14.88	L35	S63°27'20"W	25.31	L59	S66°47'50"E	43.32	L84	N01°41'00"E	47.49	L109	N51°46'30"W	10.98
L16	S12°15'10"E	14.78	L36	S35°32'50"W	21.74	L60	N68°11'50"E	8.11	L85	N04°23'10"E	43.07	L110	N14°15'30"W	11.28
L17	S87°44'10"W	12.38	L37	S78°16'40"W	18.40	L61	S54°43'50"E	76.42	L86	N08°10'00"E	56.35	L111	N65°53'50"W	14.31
L18	S34°36'10"W	6.33	L38	S01°13'10"E	11.56	L62	S41°35'50"E	10.40	L87	N15°07'40"E	29.77	L112	N01°50'10"W	23.99
L19	S00°30'40"W	10.76	L39	N69°07'10"E	32.45	L63	S66°28'00"E	18.31	L88	N11°27'10"E	27.06	L113	N89°33'10"E	233.66
L20	S52°17'30"W	7.21	L40	N70°02'30"E	19.72	L64	S57°47'00"E	26.04	L89	N16°06'40"E	79.48	L114	S01°14'20"E	1158.12
			L41	N67°21'20"E	30.71	L65	S65°26'30"E	23.43	L90	N10°21'40"E	55.83	L115	S89°33'40"W	342.10
			L42	S87°34'20"E	24.10	L66	S83°21'20"E	18.02	L91	N10°06'00"E	36.75	L116	N00°28'20"W	101.73
			L43	S66°59'40"E	22.85	L67	S78°23'30"E	11.23	L92	N08°28'10"W	40.57	L117	N06°03'40"E	18.04
			L44	S73°17'00"E	3.64	L68	N86°33'40"E	24.22	L93	N18°21'50"W	30.06			
						L69	N73°23'10"E	34.22	L94	N29°59'10"W	65.08			

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MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North,
Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

I, Brian E. Sandberg, a Wisconsin Professional Land Surveyor, certify that I have surveyed, divided and mapped a division
That certain twenty (20) acres located in the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range
Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows:
The West Twenty (20) acres of the South Seventy (70) acres of the North One-half (1/2) of the South West One-Quarter (1/4) of Section
33, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of
the Southwest 1/4 of said Section 33, 165.41 feet to the Point of Beginning; thence North 89°33'15" East, along the south line of Certified
Survey Map No. 6591 (recorded as North 89°32'32" East), and the westerly extension thereof, and also along the south line of Block 13, of
Country Creek VI subdivision (recorded as North 89°33'12" East), 754.77 feet to the west line of Georgetown Commons West Addition
No. 1 subdivision; thence South 01°14'16" East, along said west line of Georgetown Commons West Addition No. 1 subdivision (recorded
as South 01°13'09" East), 1,158.12 feet (recorded as 1,158.05 feet) to the south line of the Northwest 1/4 of said Southwest 1/4; thence
South 89°33'40" West, along said south line, and also along the north line of Outlot 3, of said Georgetown Commons West Addition No. 1,
(recorded as South 89°33'34" West) 755.15 feet to said west line of the Southwest 1/4; thence North 01°13'09" West, along said west line,
1,158.02 feet to the Point of Beginning.

Containing 874,210 square feet / 20.069 acres of land, more or less.

THAT I have made such survey, land division and map by the direction of _____, that such map is a correct
representation of all exterior and boundaries and the land division thereof made.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and of the City of Oak Creek Code in surveying, dividing
and mapping the same.

Brian E. Sandberg, Professional Land Surveyor S-2500



S:\Milwaukee\Concrete\Print\190068-Mil-Creek-Development\Survey\DWG\CSD\190068-ESM-rescover.dwg

MILWAUKEE COUNTY CERTIFIED SURVEY MAP NO. _____

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North,
Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

Residences at Oak View, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Limited Liability Company caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the subdivision regulations of the City of Oak Creek, and Chapter 236 of the Wisconsin Statutes. Residences at Oak Creek, LLC, does further certify that this map is required by S.236.01 or S.236.12 to be submitted to the City of Oak View for approval or objection.

In Witness Whereof, the said Residences at Oak View, LLC has caused these presents to be signed by David DiSanto, Managing Member at _____, Wisconsin, this _____ day of _____ 2021

Residences at Oak View, LLC

David A. DiSanto, Managing Member

STATE OF WISCONSIN)

)SS

COUNTY OF MILWAUKEE)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2021, THE ABOVE NAMED David A DiSanto OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH MANAGING MEMBER OF SAID CORPORATION AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC, STATE OF WISCONSIN

PLAN COMMISSION APPROVAL

APPROVED by the Plan Commission of the City of Oak Creek on this _____ Day of _____, 2021

Daniel J Burkewicz, Chairman

City of Oak Creek

Douglas W. Seymore, Corresponding Secretary,

City of Oak Creek

COMMON COUNCIL APPROVAL

APPROVED and DEDICATION ACCEPTED by the Common Council of the City of Oak Creek

Dated this _____ day of _____, 2021, by Resolution No _____

Daniel J. Buklewicz, Mayor

City of Oak Creek

Catherine A. Roeske, Clerk

City of Oak Creek



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7711 N. Port Washington Road
Milwaukee, Wisconsin 53217
kapurinc.com



COMMON COUNCIL REPORT

- Item:** Condominium Plat - 10730 S. Howell Ave. - Residences at Oak View Condominium (ModHome, LLC)
- Recommendation:** That the Council adopts Resolution No. 12316-031522, a resolution approving a condominium plat submitted by Residences at Oak View Condominium (ModHome, LLC) for the property at 10730 S. Howell Ave. (5th Aldermanic District)
- Fiscal Impact:** The proposal is to amend an existing condominium plat to establish a condominium on Phase 1 of the Residences at Oak View. Phase 1 is currently developed with 42 single-family residential condominiums, clubhouse and pool, and stormwater infrastructure. This property is not currently part of a TID.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicant is requesting approval of a Condominium Plat for Phase I of the Residences at Oak View at 10730 S. Howell Ave. Council will note that the plat is titled "First Amendment to Residences at Oak View Condominium." A condo plat for Phase I was recorded with the Milwaukee County Register of Deeds without local review and approval. This application is to correct that error and to separate Phases I and II. The Condominium Plat for Phase II is the next item on the agenda for consideration.

Included within this phase are the first 42 units of the PUD, access off of Howell Ave. via the private Great Lakes Drive, private streets through Phase I and connecting to Phase II, the clubhouse and pool, stormwater pond, and wetlands and floodplain areas. The PUD allows a maximum of 85 units in all phases of the development. The Amendment to the Declaration and the unrecorded Reciprocal Easement Agreement are included with this report for Council review. These documents identify the common areas, ownership and maintenance responsibilities, and accesses granted. As mentioned in the staff report for the CSM, the City Attorney is currently reviewing the documents related to the sanitary sewer infrastructure. Any required amendments must be incorporated prior to recording. Staff recommends that the responsibility for the maintenance and ownership of the stormwater infrastructure be specified as part of the common elements of the Condominium. The Reciprocal Easement Agreement should also be referenced in the Declaration

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

-
1. That all relevant Code requirements and conditions of the Planned Unit Development remain in effect.
 2. That all required easements for the sanitary sewer and accesses over Lot 1 for the benefit of Lot 2 are included on the plat and within the condominium declaration prior to recording.
 3. That all revisions to the plat and declaration are submitted to the Department of Community Development prior to submission of permit applications.
 4. That all reviewing agency comments, if any, are incorporated as required.

Options/Alternatives: Council has the discretion to approve the Plat with conditions, modify the conditions of Condominium Plat Approval, or deny the request.

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Approved:



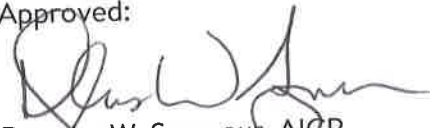
Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Res. 12316-031522

Location Map

Original Condominium Plat (4 pages)

First Amendment to Declaration (13 pages)

First Amendment to Residences at Oak View Condominium Plat (4 pages)

Reciprocal Easement Agreement (12 pages)

RESOLUTION NO. 12316-031522

BY _____

RESOLUTION APPROVING THE
CONDOMINIUM PLAT FOR THE FIRST AMENDMENT TO RESIDENCES AT OAK
VIEW CONDOMINIUM

(5th Aldermanic District)

WHEREAS, it appears that the condominium plat submitted by RESIDENCES AT OAK VIEW CONDOMINIUM (MODHOME, LLC), hereinafter referred to as the developer, for the first amendment to the condominium known as RESIDENCES AT OAK VIEW CONDOMINIUM, is in compliance with all statutory requirements; and

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

WHEREAS on March 8, 2022, the Oak Creek Plan Commission conditionally approved the first amendment to the condominium plat for the condominium known as RESIDENCES AT OAK VIEW CONDOMINIUM; and,

WHEREAS, the public improvements have been installed pursuant to a development agreement approved by Resolution No. 12146-031720, and those improvements have been certified complete by the City Engineer and the Water and Sewer Utility; and,

NOW THEREFORE, BE IT RESOLVED that the first amendment to the condominium plat for RESIDENCES AT OAK VIEW CONDOMINIUM is hereby approved subject to the following conditions:

1. That all relevant Code requirements and conditions of the Planned Unit Development remain in effect.
2. That all required easements for the sanitary sewer and accesses over Lot 1 for the benefit of Lot 2 are included on the plat and within the condominium declaration prior to recording.
3. That all revisions to the plat and declaration are submitted to the Department of Community Development prior to submission of permit applications.
4. That all reviewing agency comments, if any, are incorporated as required.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of March, 2022.

President, Common Council

Approved this ____ day of _____, 2022.

Mayor

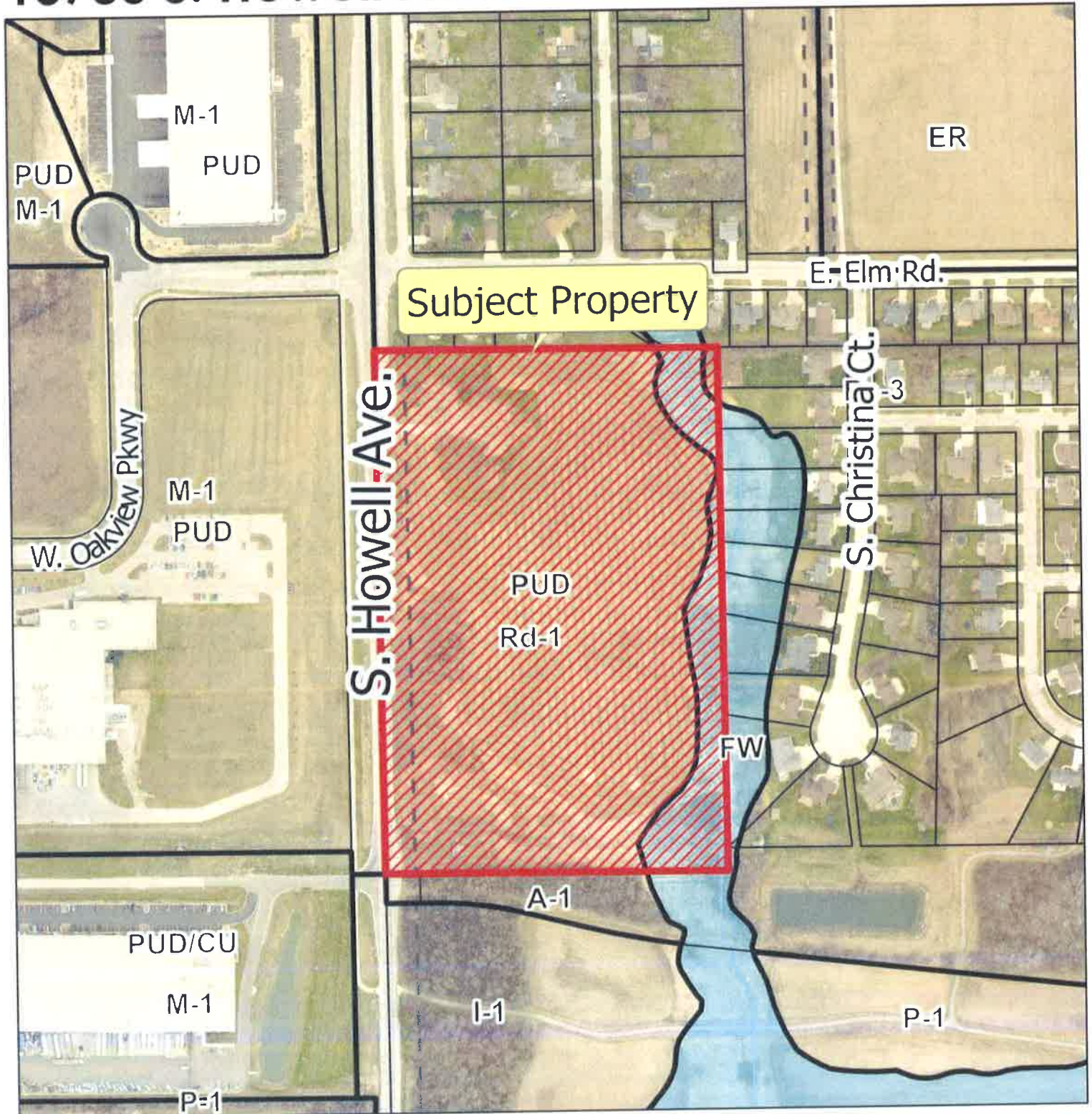
ATTEST:

City Clerk

VOTE: Ayes: ____ Noes: ____

Location Map

10730 S. Howell Ave.



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

Legend

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



RESIDENCES AT OAK VIEW CONDOMINIUM

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NORTH REFERENCED TO THE WISCONSIN STATE PLAIN COORDINATE SYSTEM, ZONE 14A, THE WEST LINE OF THE SW 1/4 OF SECTION 33-05-22 BEARING N01°13'09"W

SCALE 1" = 100'

SCALE IN FEET

1" = 100'

LEGEND:

- = 1" O.D. Re-Bar Found
 - = 1-1/4" O.D. Iron Pipe Found
 - △ = Mag Nail Found
 - = Section Corner
 - P.O.B. = Point of Beginning
 - R/W = Right of Way
 - P/L = Property Line
- = Wetlands



04-15-2020

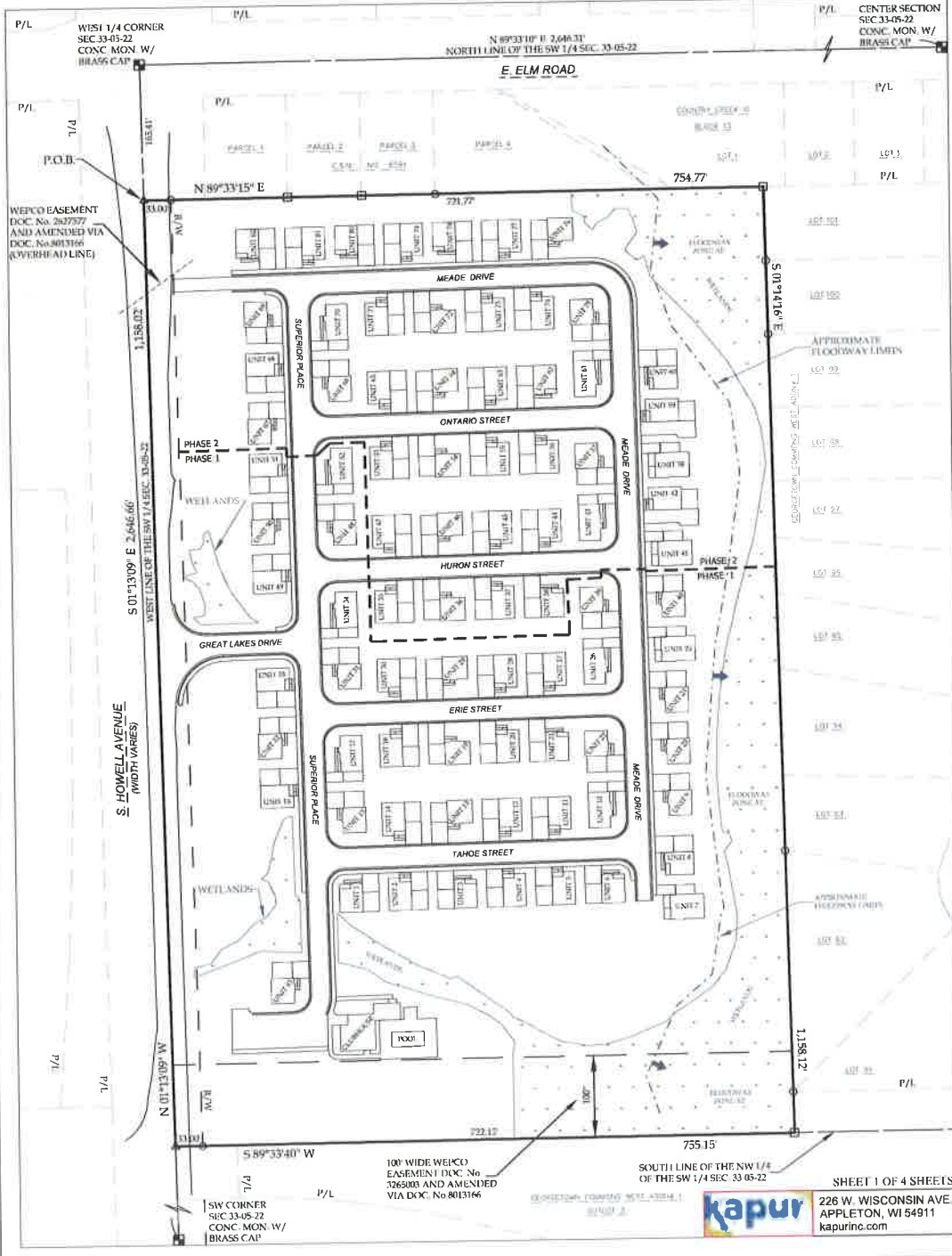
(FOR RECORDING INFORMATION)

NOTES:

The entire area of "Residences at Oak View Condominium" is common element, except the units and limited common elements as shown on the plat. This sheet depicts the location of the buildings. (See Sheets 2 of 4, 3 of 4 and 4 of 4, for the unit dimensions and the location of limited common elements.) Field work completed on December 11, 2018.

NOTES:

Approximate Flood Zone AE, as shown hereon, depicted by scaled map location, per Flood Insurance Rate Map #55079C0231E. Wetland delineation performed by Wetland & Waterway Consulting, I.L.C. on October 26, 2018.

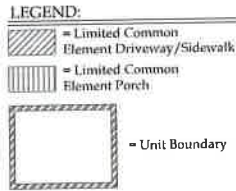


SHEET 1 OF 4 SHEETS
 226 W. WISCONSIN AVE.
 APPLETON, WI 54911
 kapurinc.com



RESIDENCES AT OAK VIEW CONDOMINIUM

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

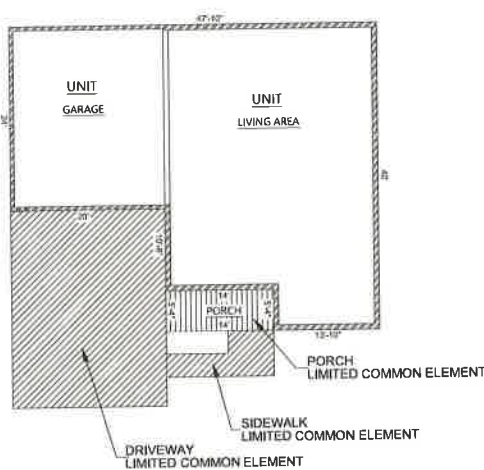


LIMITED COMMON ELEMENTS:
 Elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

1. Those common elements, if any, identified as limited common elements on the condominium plat.
2. The electric, telephone, communication and gas lines or pipes from the utility or public easement to the service board or service connection in the unit.
3. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
4. Paved driveway and off-street parking areas adjoining and appurtenant to or normally exclusively used by the occupants of a unit.
5. Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit.

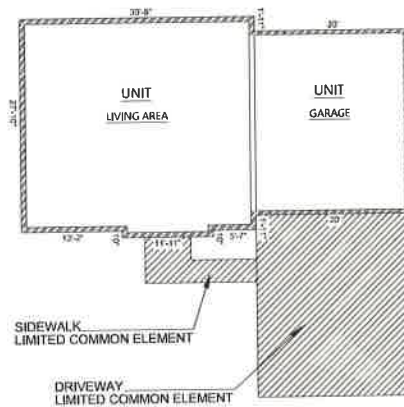


NOTES:
 Floor plans have been prepared using measurements of buildings from architectural plans. Existing physical boundaries of any unit, limited common element or common element constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building, regardless of minor variations between physical boundaries as described in the declaration and as shown on the condominium plat and the actual physical boundaries of any such unit or common element as finally constructed.



FOUNDATION PLAN - EL PASO MODEL
 UNITS: 2, 4, 5, 11, 12, 14, 16, 18, 20, 27, 28, 30, 33, 35, 37, 44, 45, 47, 49, 51, 53, 55, 56, 63, 65, 68, 71, 73, 74, 77, 79, 81

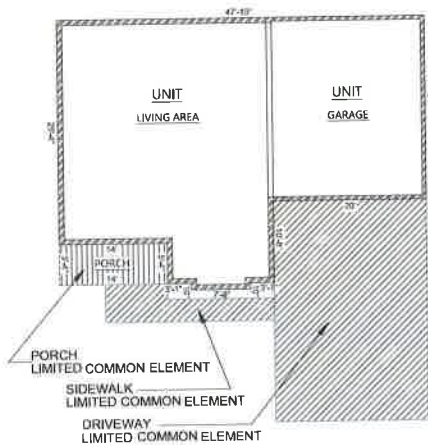
FIRST FLOOR LIVING AREA 1,039 SQ. FT.
 SECOND FLOOR LIVING AREA 1,037 SQ. FT.
 GARAGE AREA 480 SQ. FT.



FOUNDATION PLAN - FLORIDIAN MODEL
 UNITS: 9, 13, 15, 19, 22, 23, 24, 29, 31, 32, 36, 39, 40, 46, 48, 50, 54, 57, 64, 66, 67, 69, 72, 75, 76, 83

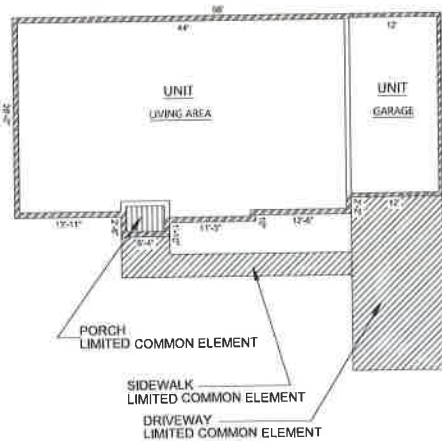
FIRST FLOOR LIVING AREA 865 SQ. FT.
 SECOND FLOOR LIVING AREA 865 SQ. FT.
 GARAGE AREA 480 SQ. FT.

(AREAS SHOWN HEREON ARE APPROXIMATE)



FOUNDATION PLAN - TENTON MODEL
 UNITS: 1, 3, 6, 8, 21, 38, 60, 62, 78, 80, 82

FIRST FLOOR LIVING AREA 897 SQ. FT.
 SECOND FLOOR LIVING AREA 897 SQ. FT.
 GARAGE AREA 480 SQ. FT.



FOUNDATION PLAN - JEFFERSON MODEL
 UNITS: 10, 17, 26, 34, 43, 52, 61, 70

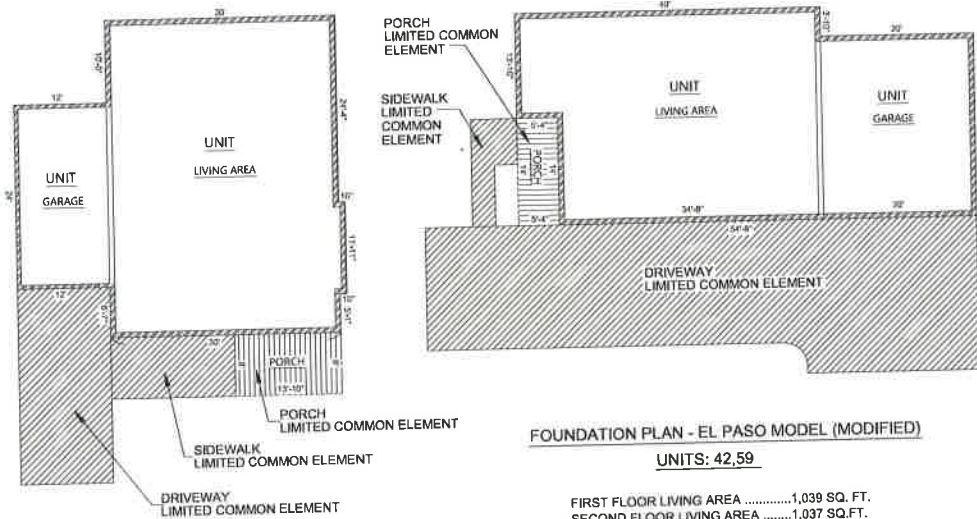
FIRST FLOOR LIVING AREA 1,178 SQ. FT.
 GARAGE AREA 288 SQ. FT.

(AREAS SHOWN HEREON ARE APPROXIMATE)

NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLANS AS SHOWN ABOVE.

RESIDENCES AT OAK VIEW CONDOMINIUM

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



FOUNDATION PLAN - KIMBERLY MODEL

UNITS: 7, 25, 41, 58

FIRST FLOOR LIVING AREA 1,250 SQ. FT.
GARAGE AREA 288 SQ. FT.

(AREAS SHOWN HEREON ARE APPROXIMATE)

FOUNDATION PLAN - EL PASO MODEL (MODIFIED)

UNITS: 42, 59

FIRST FLOOR LIVING AREA 1,039 SQ. FT.
SECOND FLOOR LIVING AREA 1,037 SQ. FT.
GARAGE AREA 480 SQ. FT.

NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLAN AS SHOWN HEREON.

LEGEND:

- = Limited Common Element Driveway/Sidewalk
- = Limited Common Element Porch
- = Unit Boundary

LIMITED COMMON ELEMENTS

Elements which are appurtenant to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

1. Those common elements, if any, identified as limited common elements on the condominium plat.
2. The electric, telephone, communication and gas lines or pipes from the utility or public easement to the service board or service connection in the unit.
3. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
4. Paved driveway and off-street parking areas adjoining and appurtenant to or normally exclusively used by the occupants of a unit.
5. Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
OUTAGAMIE COUNTY) SS

I, Erik A. Gustafson, Professional Land Surveyor, do hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

Par Title Policy:

That certain twenty (20) acres located in the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows: The West Twenty (20) acres of the South Seventy (70) acres of the North One-half (1/2) of the South West One-Quarter (1/4) of Section 33, Township 5 North, Range 22 East. Excepting therefrom, a Sixty-six (66) foot right of way for purposes of access from said Howell Avenue (also known as State Highway 38) to the East Fifty (50) acres, said right of way to commence at Howell Avenue at a point to be determined between 495 feet and 693 feet South of the North boundary of the George Sagan farm, and to proceed Easterly a distance of approximately 775 feet to the Western boundary of said East 50 acres, subject to easement of South 100 feet to Wisconsin Power and Electric Company.

And more particularly described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 165.41 feet to the Point of Beginning; thence North 89°33'15" East, along the south line of Certified Survey Map No. 6591, and the westerly extension thereof, 754.77 feet to the west line of Georgetown Commons West Addition No. 1 subdivision; thence South 01°14'16" East, along said west line of Georgetown Commons West Addition No. 1 subdivision, 1,158.12 feet to the south line of the Northwest 1/4 of said Southwest 1/4; thence South 89°33'40" West, along said south line, 755.15 feet to said west line of the Southwest 1/4; thence North 01°13'09" West, along said west line, 1,158.02 feet to the Point of Beginning.

Containing 874,210 square feet / 20.069 acres of land, more or less.

I further certify:

That by the direction of the Declarant, I have surveyed and mapped the land shown hereon.

That this is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter AE-7, of the Wisconsin Statutes and shows the location of any unit or building located or to be located on the property.

That the identification and location of each unit, the limited common elements for each unit, and the condominium common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereon.

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the same.

Dated this 15th day of April, 2020.

Erik A. Gustafson
Erik A. Gustafson S2329



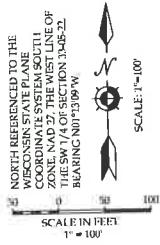
DECLARANT:
RESIDENCES AT OAK VIEW LLC
C/O MODHOME, LLC
654 N. PARK BLVD.
GLEN ELLYN, IL 60137
DAVID DISANTO (MANAGER OF DECLARANT)

SHEET 3 OF 4 SHEETS

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

RESIDENCES AT OAK VIEW CONDOMINIUM

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



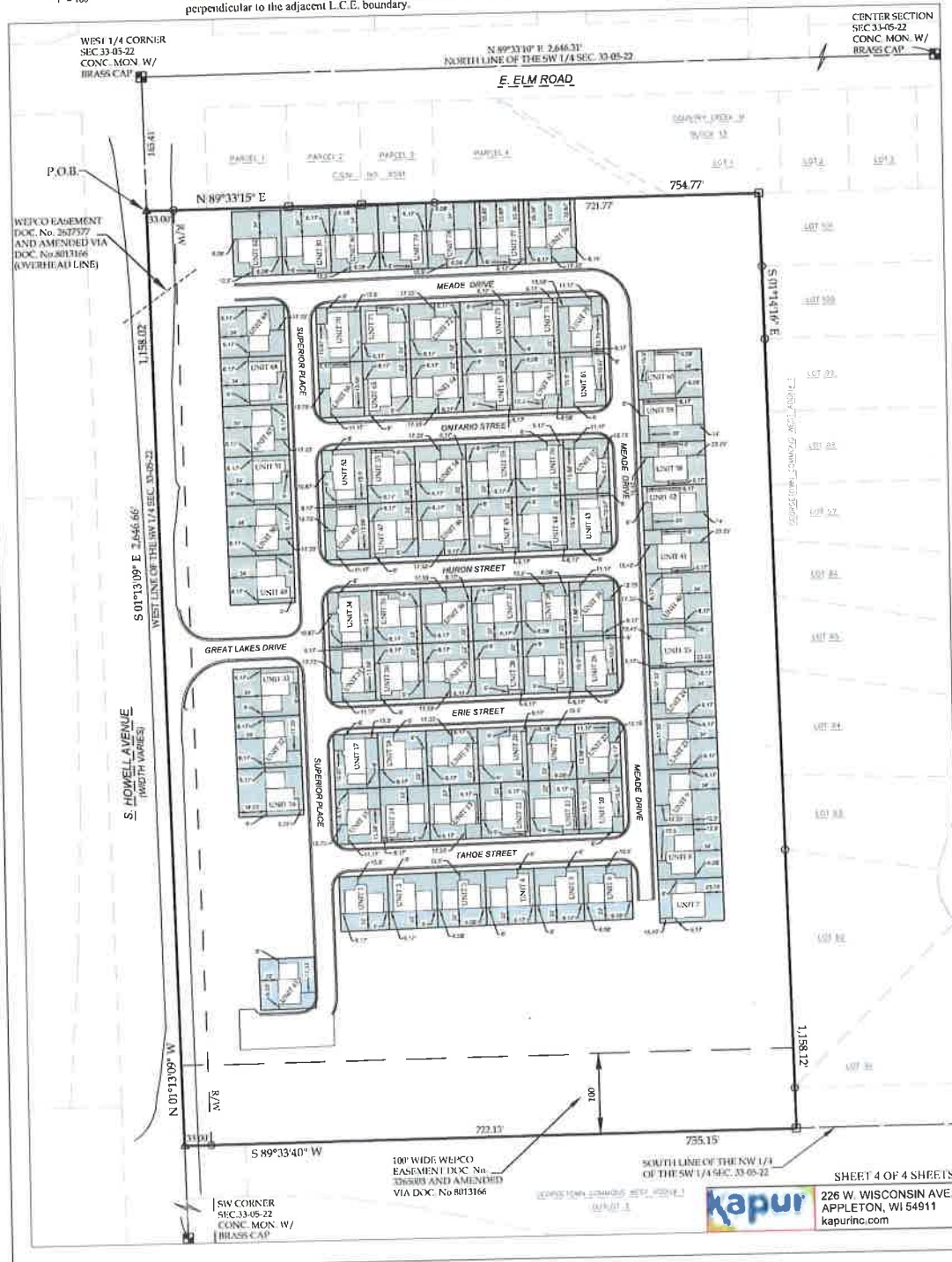
LEGEND:

- = 1" O.D. Re-Bar Found
- = 1-1/4" O.D. Iron Pipe Found
- △ = Mag Nail Found
- ⬠ = Section Corner
- P.O.B. = Point of Beginning
- R/W = Right of Way
- L.C.E. = Limited Common Element

NOTES:

In addition to the Limited Common Element (L.C.E.) as shown on Sheet 3 of 4, each Unit has interest in the L.C.E. adjacent and contiguous to said Unit as shown hereon and represented by the shaded area. Said L.C.E. boundaries shown hereon are measured from the nearest foundation corner of each Unit, perpendicular to the adjacent L.C.E. boundary.

**THIS SHEET DEPICTS
LIMITED COMMON ELEMENT
CONTIGUOUS TO THE UNITS**



Document Number	FIRST AMENDMENT TO DECLARATION FOR RESIDENCES AT OAK VIEW CONDOMINIUM
	Document Title

Recording Area

Name and Return Address:

Attorney Steven R. Sorenson
von Briesen & Roper, s.c.
55 Jewelers Park Drive, Suite 400
Neenah, WI 54956

PIN:

TAX PARCEL NUMBERS:

973-0301-000	973-0326-000
973-0302-000	973-0327-000
973-0303-000	973-0328-000
973-0304-000	973-0329-000
973-0305-000	973-0330-000
973-0306-000	973-0331-000
973-0307-000	973-0332-000
973-0308-000	973-0333-000
973-0309-000	973-0334-000
973-0310-000	973-0339-000
973-0311-000	973-0340-000
973-0312-000	973-0348-000
973-0313-000	973-0349-000
973-0314-000	973-0350-000
973-0315-000	973-0351-000
973-0316-000	973-0352-000
973-0317-000	973-0383-000
973-0318-000	
973-0319-000	
973-0320-000	
973-0321-000	
973-0322-000	
973-0323-000	
973-0324-000	
973-0325-000	

THIS AMENDMENT TO DECLARATION FOR RESIDENCES AT OAK VIEW CONDOMINIUM (this "Amendment") is made and entered into as of the ____ day of September, 2021, by Residences at Oak View, LLC, a Wisconsin limited liability company (the "Declarant").

RECITALS:

A. WHEREAS, the Declarant executed a Condominium Declaration for Residences at Oak View Condominium (the "Original Declaration") on November 11, 2020, recorded December 4, 2020 as Document No. 11052233 in the office of the Milwaukee County Register of Deeds (the "Register of Deeds") and recorded the Residences at Oak View Condominium Plat simultaneously therewith as Document No. 11052234 (the "Original Plat") thereby establishing the Residences at Oak View Condominium (the "Condominium").

B. WHEREAS, as permitted by Sections 2.01, 2.08, 3.02 and 14.02 of the Declaration, and in accordance with the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), the Declarant desires to amend the Declaration and the Plat to change the location and number of Units and to make other changes to the development plan of the Condominium in order to achieve the best development of the Condominium.

C. WHEREAS, the required consents and/or votes were duly obtained for this amendment, as required by Article XIV of the Declaration.

AMENDMENT:

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the amendment of the Declaration and authorize the recording of an addendum to the Plat as follows:

1. Unit Number and Addresses. Exhibit B to the Declaration, which designates the Units of the Condominium by identifying street numbers, is superseded and replaced in its entirety by Exhibit B attached hereto.

2. Description. Section 2.02 to the Declaration is superseded and replaced in its entirety by the following:

Description. The parcel of real estate subject to this Declaration is legally described as set forth on Exhibit A to the Declaration.

3. Separation of Phase II of Development. The Declarant hereby declines to exercise its right to develop the Condominium in two phases reserved by Section 2.01 of the Declaration. The Condominium Plat showing the phases of the development shall be amended to show that what

was previously identified as Phase I shall now constitute the entirety of the Condominium. The boundaries of Condominium, which no longer encompass what was previously identified as Phase II, are depicted on the First Addendum to Residences at Oak View Condominium Plat, recorded in the office of the Milwaukee County Register of Deeds as of the same date hereof (the "First Addendum"). Exhibit C to the Declaration shall continue to show the originally recorded copy of the Plat Map. A copy of the First Addendum to Residences at Oak View Condominium Plat is shown in Exhibit D, attached hereto. It is understood that easements and agreements will be entered into that will protect access to areas of the former phase 2 and use of utility services integral to the Condominium and the former phase 2 area.

4. Development Plan. Section 2.03 to the Declaration is superseded and replaced in its entirety by the following:

Development Plan. The Declarant retains the right to construct the buildings and other improvements identified on the Plat. The Declarant contemplates the construction of 42 residential unit buildings and one general purpose recreational and administrative building with attached improvements. The Buildings contemplated will be as shown on the plans. Construction details are contained in the plans and drawings available for inspection at the office of the Declarant. The Units are more fully described in the building and floor plans contained in the Condominium Plat and Floor Plans. The maximum number of Units in the Condominium shall be 42 residential units.

5. Unit Ownership Formula. Section 2.09 to the Declaration is superseded and replaced in its entirety by the following:

Unit Ownership Formula. Subject to the voting rights of the Declarant as herein provided and as set forth in the By-Laws of the Association, the initial ownership interest and voting rights formula shall be one vote per unit owner or a 1/42nd interest for each Unit.

6. Number, Location, and Style of Units. Section 3.02 to the Declaration is superseded and replaced in its entirety by the following:

Number, Location, and Style of Units. The maximum number of Units in the Condominium shall be 42 residential units and one multi-purpose unit. The declared Units are positioned as shown on the Condominium Plat, as amended, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant.

7. Ratification. Except as amended herein, all terms and conditions of the Declaration continue to be in full force and effect and are hereby ratified and confirmed.

8. Governing Law. The terms and conditions of this First Amendment shall be governed by the laws of the State of Wisconsin.

9. Authority. The Declarant hereby represents and warrants that they it has the full power and authority to enter into this First Amendment, that this First Amendment has been duly and validly authorized, executed and delivered by each party and that no other authorizations or third party consents are requisite to the valid and binding execution, delivery and performance of this First Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed as of the date first written above.


DECLARANT
Residences at Oak View, LLC

By: 
David A. DiSanto, Manager

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Personally came before me on this 13 day of September, 2021, the above-named David A. DiSanto, as the Manager of Residences at Oak View, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Name: Lori A. Puca
Notary Public, State of Illinois
My Commission expires: 11/22/2025



This document was drafted by:
Attorney Steven R. Sorenson
von Briesen & Roper, s.c.
55 Jewelers Park Drive, Suite 400
Neenah, WI 54956
Office: (920) 232-4846
Fax: (920) 232-4889
E-Mail: ssorenson@vonbriesen.com

EXHIBIT A
LEGAL DESCRIPTION

Part of the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 474.08 feet to the Point of Beginning; thence North 88°45'41" East, 163.94 feet; thence South 01°14'19" East 10.83 feet; thence North 87°48'27" East 36.04 feet; thence North 47°57'28" East 21.27 feet; thence North 88°45'41" East 42.36 feet; thence South 01°14'19" East 244.09 feet; thence North 80°49'40" East 243.00 feet; thence North 02°11'39" West 67.50 feet: thence North 87°59'15" East 41.72 feet; thence North 02°09'55" West 9.62 feet; thence South 89°59'43" East 54.58 feet; thence South 01°14'19" East 2.21 feet; thence North 88°46'25" East 158.64 feet to the west line of Georgetown Commons West Addition No.1 subdivision; thence South 01°14'16" East, along said west line of Georgetown Commons West Addition No.1 subdivision (recorded as South 01°13'09" East), 693.52 feet to the south line of the Northwest 1/4 of said Southwest 1/4; thence South 89°33'40" West, along said south line, and also along the north line of Outlot 3, of said Georgetown Commons West Addition No.1, (recorded as South 89°33'34" West) 755.15 feet to said west line of the Southwest 1/4; thence North 01°13'09" West, along said west line, 849.35 feet to the Point of Beginning.

Subject to easement of South 100 feet to Wisconsin Power and Electric Company.

Containing 544,213 square feet / 12.493 acres of land, more or less.

EXHIBIT B
UNIT NUMBERS AND ADDRESSES

<u>Unit No.</u>	<u>Address</u>
1	73 E. Tahoe Street, Oak Creek, WI 53154
2	93 E. Tahoe Street, Oak Creek, WI 53154
3	121 E. Tahoe Street, Oak Creek, WI 53154
4	135 E. Tahoe Street, Oak Creek, WI 53154
5	157 E. Tahoe Street, Oak Creek, WI 53154
6	175 E. Tahoe Street, Oak Creek, WI 53154
7	10862 S. Meade Drive, Oak Creek, WI 53154
8	10854 S. Meade Drive, Oak Creek, WI 53154
9	10842 S. Meade Drive, Oak Creek, WI 53154
10	10843 S. Meade Drive, Oak Creek, WI 53154
11	156 E. Tahoe Street, Oak Creek, WI 53154
12	134 E. Tahoe Street, Oak Creek, WI 53154
13	118 E. Tahoe Street, Oak Creek, WI 53154
14	92 E. Tahoe Street, Oak Creek, WI 53154
15	10844 S. Superior Place, Oak Creek, WI 53154
16	10837 S. Superior Place, Oak Creek, WI 53154
17	10828 S. Superior Place, Oak Creek, WI 53154
18	91 E. Erie Street, Oak Creek, WI 53154
19	117 E. Erie Street, Oak Creek, WI 53154
20	131 E. Erie Street, Oak Creek, WI 53154
21	155 E. Erie Street, Oak Creek, WI 53154
22	10831 S. Meade Drive, Oak Creek, WI 53154
23	10832 S. Meade Drive, Oak Creek, WI 53154
24	10820 S. Meade Drive, Oak Creek, WI 53154
25	10810 S. Meade Drive, Oak Creek, WI 53154
26	10815 S. Meade Drive, Oak Creek, WI 53154
27	154 E. Erie Street, Oak Creek, WI 53154
28	130 E. Erie Street, Oak Creek, WI 53154
29	116 E. Erie Street, Oak Creek, WI 53154

30	90 E. Erie Street, Oak Creek, WI 53154
31	10814 S. Superior Place, Oak Creek, WI 53154
32	10825 S. Superior Place, Oak Creek, WI 53154
33	10817 S. Superior Place, Oak Creek, WI 53154
34	10802 S. Superior Place, Oak Creek, WI 53154
35	10801 S. Meade Drive, Oak Creek, WI 53154
36	10800 S. Meade Drive, Oak Creek, WI 53154
37	10788 S. Superior Place, Oak Creek, WI 53154
38	10797 S. Superior Place, Oak Creek, WI 53154
39	10787 S. Superior Place, Oak Creek, WI 53154
40	10779 S. Superior Place, Oak Creek, WI 53154
41	10778 S. Superior Place, Oak Creek, WI 53154
42	10873 S. Superior Place, Oak Creek, WI 53154

Other Buildings

Address

Clubhouse	10880 S. Superior Place, Oak Creek, WI 53154
-----------	----------------------------------------------

EXHIBIT D
COPY OF FIRST ADDENDUM TO PLAT MAP

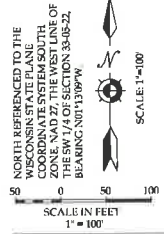
See attached Copy of First Addendum to Plat Map, below.

FIRST AMENDMENT TO RESIDENCES AT OAK VIEW CONDOMINIUM

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East,
situated in the City of Oak Creek, Milwaukee County, Wisconsin.

LEGEND:

- = 1" O.D. Re-Bar Found
 - = 1-1/4" O.D. Iron Pipe Found
 - △ = Mag Nail Found
 - = Section Corner
 - P.O.B. = Point of Beginning
 - R/W = Right of Way
 - P/L = Property Line
- = Wetlands
- R.A. = Recorded As



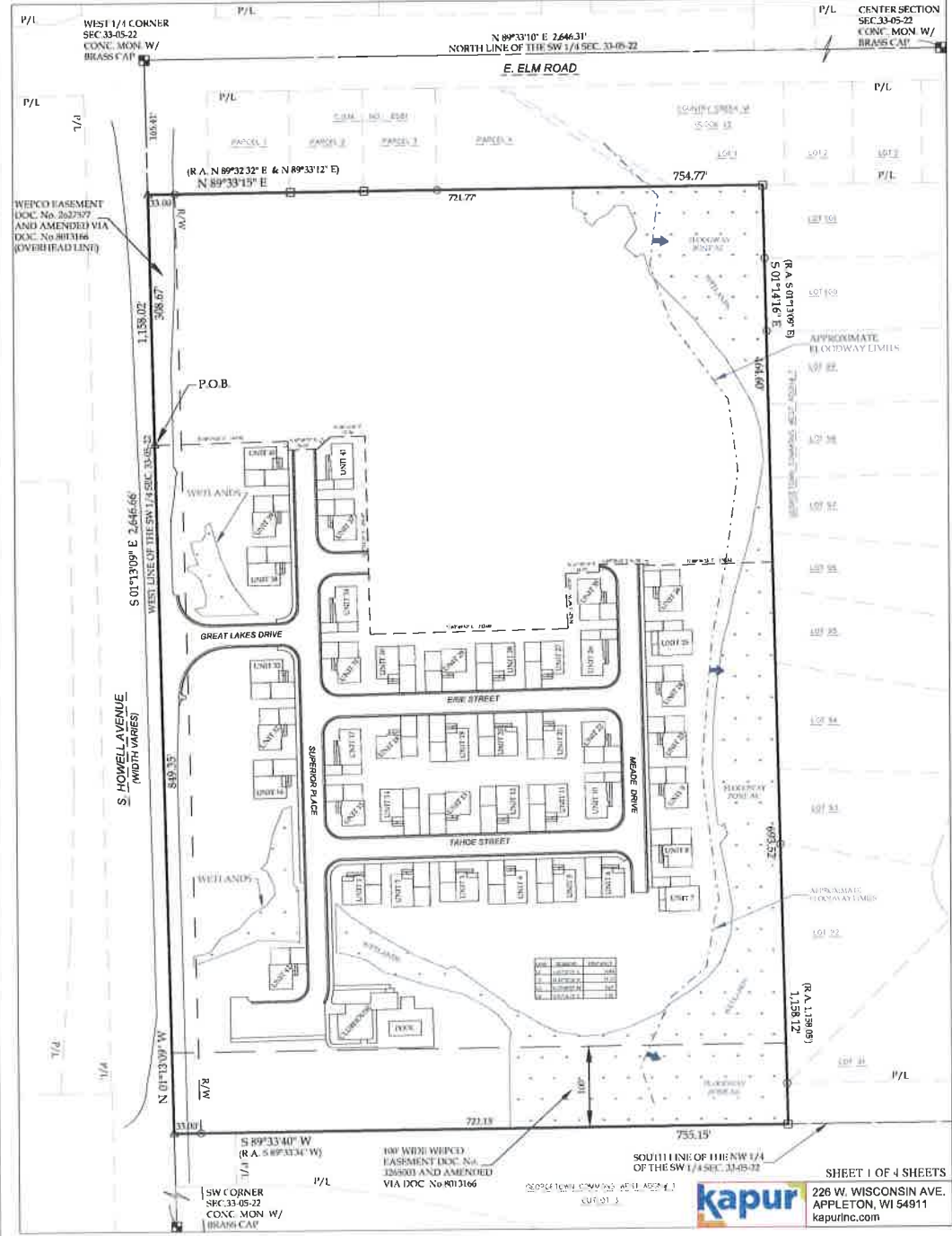
NOTES:

The entire area of "Residences at Oak View Condominium" is common element, except the units and limited common elements as shown on the plot. This sheet depicts the location of the buildings. (See Sheets 2 of 4, 3 of 4 and 4 of 4, for the unit dimensions and the location of limited common elements.) Field work completed on December 11, 2018.

NOTES:

Approximate Flood Zone AE, as shown hereon, depicted by scaled map location, per Flood Insurance Rate Map #55079C0231E. Wetland delineation performed by Wetland & Waterway Consulting, LLC, on October 26, 2018.

(FOR RECORDING INFORMATION)

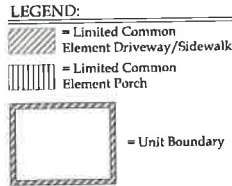


SHEET 1 OF 4 SHEETS
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com



FIRST AMENDMENT TO RESIDENCES AT OAK VIEW CONDOMINIUM

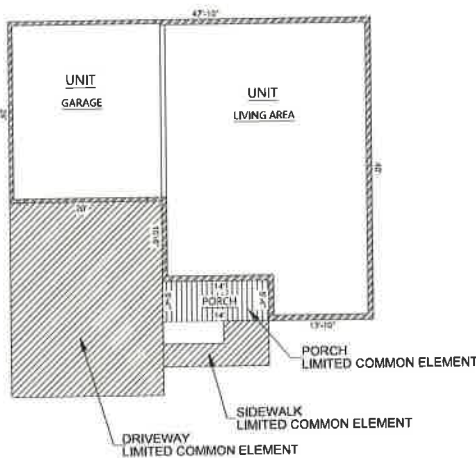
Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



LIMITED COMMON ELEMENTS:
 Elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:
 1. Those common elements, if any, identified as limited common elements on the condominium plat.
 2. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
 3. Paved driveway and off-street parking areas adjoining and appurtenant to or normally exclusively used by the occupants of a unit.
 4. Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit.



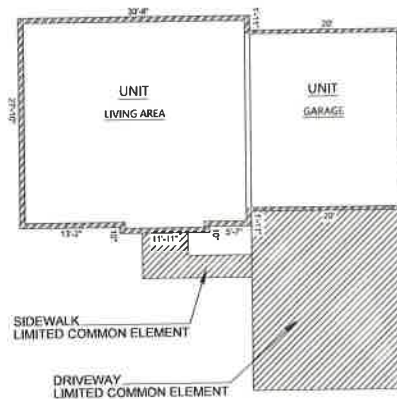
NOTES:
 Floor plans have been prepared using measurements of buildings from architectural plans. Existing physical boundaries of any unit, limited common element or common element constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building, regardless of minor variations between physical boundaries as described in the declarations and as shown on the condominium plat and the actual physical boundaries of any such unit or common element as finally constructed.



FOUNDATION PLAN - EL PASO MODEL

UNITS: 2,4,5,11,12,14,16,19,21,27,28,30,33,36,38,44,45,
 47,49,51,53,55,56,63,65,68,71,73,74,78,79,81

FIRST FLOOR LIVING AREA1,039 SQ. FT.
 SECOND FLOOR LIVING AREA1,037 SQ. FT.
 GARAGE AREA480 SQ. FT.

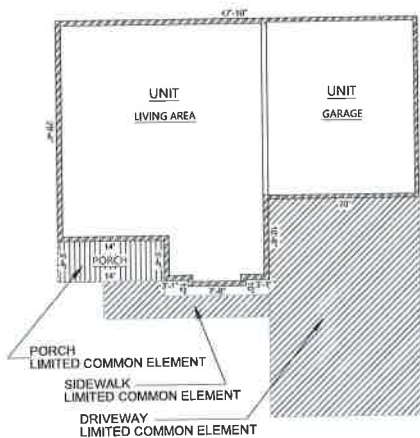


FOUNDATION PLAN - FLORIDIAN MODEL

UNITS: 9,13,15,18,22,23,24,29,31,32,35,39,40,46,48,50,54,
 57,64,66,67,69,72,75,76,83

FIRST FLOOR LIVING AREA 865 SQ. FT.
 SECOND FLOOR LIVING AREA 865 SQ. FT.
 GARAGE AREA480 SQ. FT.

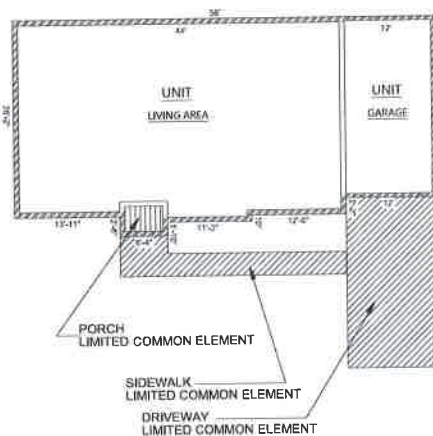
(AREAS SHOWN HEREON ARE APPROXIMATE)



FOUNDATION PLAN - TENTON MODEL

UNITS: 1,3,6,8,20,37,60,62,77,80,82

FIRST FLOOR LIVING AREA897 SQ. FT.
 SECOND FLOOR LIVING AREA897 SQ. FT.
 GARAGE AREA480 SQ. FT.



FOUNDATION PLAN - JEFFERSON MODEL

UNITS: 10,17,26,34,43,52,61,70

FIRST FLOOR LIVING AREA1,178 SQ. FT.
 GARAGE AREA 288 SQ. FT.

SCALE: 1" = 12'

(AREAS SHOWN HEREON ARE APPROXIMATE)

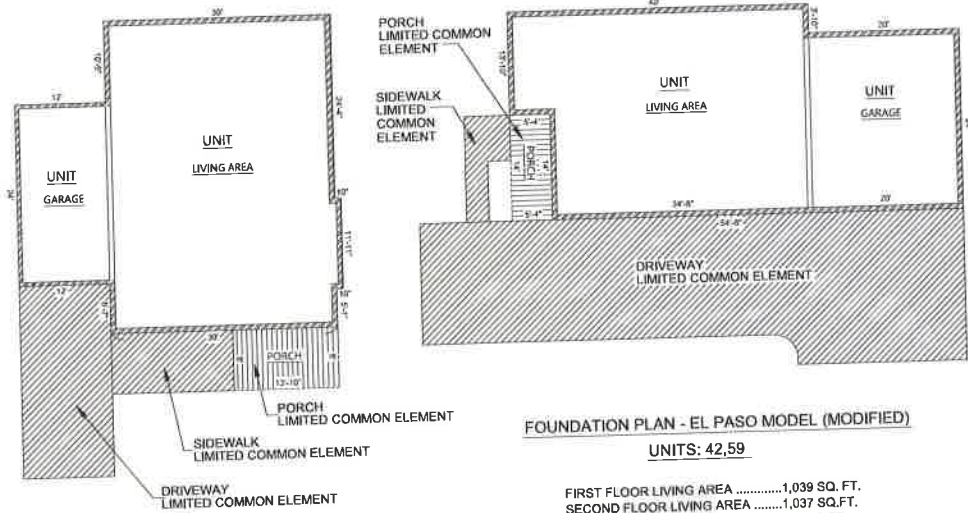
NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLANS AS SHOWN ABOVE.



SHEET 2 OF 4 SHEETS
 226 W. WISCONSIN AVE.
 APPLETON, WI 54911
 kapurinc.com

FIRST AMENDMENT TO RESIDENCES AT OAK VIEW CONDOMINIUM

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



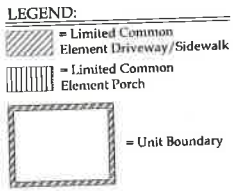
FOUNDATION PLAN - KIMBERLY MODEL

UNITS: 7, 25, 41, 58
 FIRST FLOOR LIVING AREA1,250 SQ. FT.
 GARAGE AREA288 SQ.FT.

FOUNDATION PLAN - EL PASO MODEL (MODIFIED)

UNITS: 42, 59
 FIRST FLOOR LIVING AREA1,039 SQ. FT.
 SECOND FLOOR LIVING AREA1,037 SQ.FT.
 GARAGE AREA480 SQ.FT.

(AREAS SHOWN HEREON ARE APPROXIMATE)
 SCALE: 1" = 12'
 NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLAN AS SHOWN HEREON.



LIMITED COMMON ELEMENTS:
 Elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:
 1. Those common elements, if any, identified as limited common elements on the condominium plan.
 2. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
 3. Paved driveway and off-street parking areas adjoining and appurtenant to or normally exclusively used by the occupants of a unit.
 4. Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
 OUTAGAMIE COUNTY) SS

I, Brian E. Sandberg, Professional Land Surveyor, do hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

Per Title Policy:
 That certain twenty (20) acres located in the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows: The West Twenty (20) acres of the South Seventy (70) acres of the North One-half (1/2) of the South West One-Quarter (1/4) of Section 33, Township 5 North, Range 22 East. Excepting therefrom, a Sixty-six (66) foot right of way for purposes of access from said Howell Avenue (also known as One-Quarter (1/4) of Section 33, Township 5 North, Range 22 East. Excepting therefrom, a Sixty-six (66) foot right of way for purposes of access from said Howell Avenue at a point to be determined between 495 feet and 693 feet South of the North boundary of the State Highway 38) to the East Fifty (50) acres, said right of way to commence at Howell Avenue at a point to be determined between 495 feet and 693 feet South of the North boundary of the George Sagan farm, and to proceed Easterly a distance of approximately 775 feet to the Western boundary of said East 50 acres, subject to easement of South 100 feet to Wisconsin Power and Electric Company.

And more particularly described as follows:
 Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 474.08 feet to the Point of Beginning; thence North 88°45'41" East, 163.94 feet; thence South 01°14'19" East 10.83 feet; thence North 87°48'22" East 36.07 feet; thence North 47°57'28" East; thence North 88°45'41" East 42.36 feet; thence South 01°14'19" East 244.09 feet; thence North 80°49'40" East 243.00 feet; thence North 02°11'39" West 67.50 feet; thence North 87°59'15" East 41.72 feet; thence North 02°09'55" West 9.62 feet; thence South 89°59'43" East 54.58 feet; thence South 01°14'19" East 2.21 feet; thence North 88°46'25" East 158.64 feet to the west line of Georgetown Commons West Addition No. 1 subdivision; thence South 01°14'16" East, along said west line of Georgetown Commons West Addition No. 1 subdivision (recorded as South 01°13'09" East), 693.52 feet, to the south line of the Northwest 1/4 of said Southwest 1/4; thence South 89°33'40" West, along said south line, and also along the north line of Outlot 3, of said Georgetown Commons West Addition No. 1, (recorded as South 89°33'34" West) 755.15 feet to said west line of the Southwest 1/4; thence North 01°13'09" West, along said west line, 849.35 feet to the Point of Beginning.

Containing 544,213 square feet / 12.493 acres of land, more or less.

I further certify:
 That by the direction of the Declarant, I have surveyed and mapped the land shown hereon.
 That this is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter ALC-7, of the Wisconsin Statutes and shows the location of any unit or building located or to be located on the property.
 That the identification and location of each unit, the limited common elements for each unit, and the condominium common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.
 That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the same.

Dated this 3RD day of September, 2021

 Brian E. Sandberg S-2900



DECLARANT:
 RESIDENCES AT OAK VIEW, LLC
 C/O MODHOME, LLC
 654 N. PARK BLVD.
 GLEN ELLYN, IL 60137
 DAVID DISANTO (MANAGER OF DECLARANT)

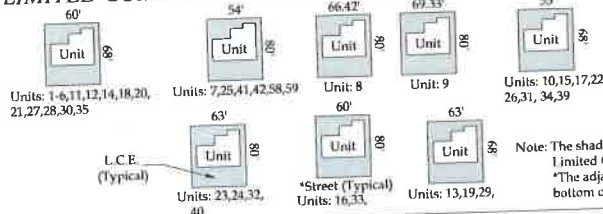
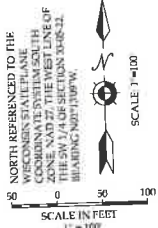
Sheet 3 of 4 Sheets

 226 W. WISCONSIN AVE.
 APPLETON, WI 54911
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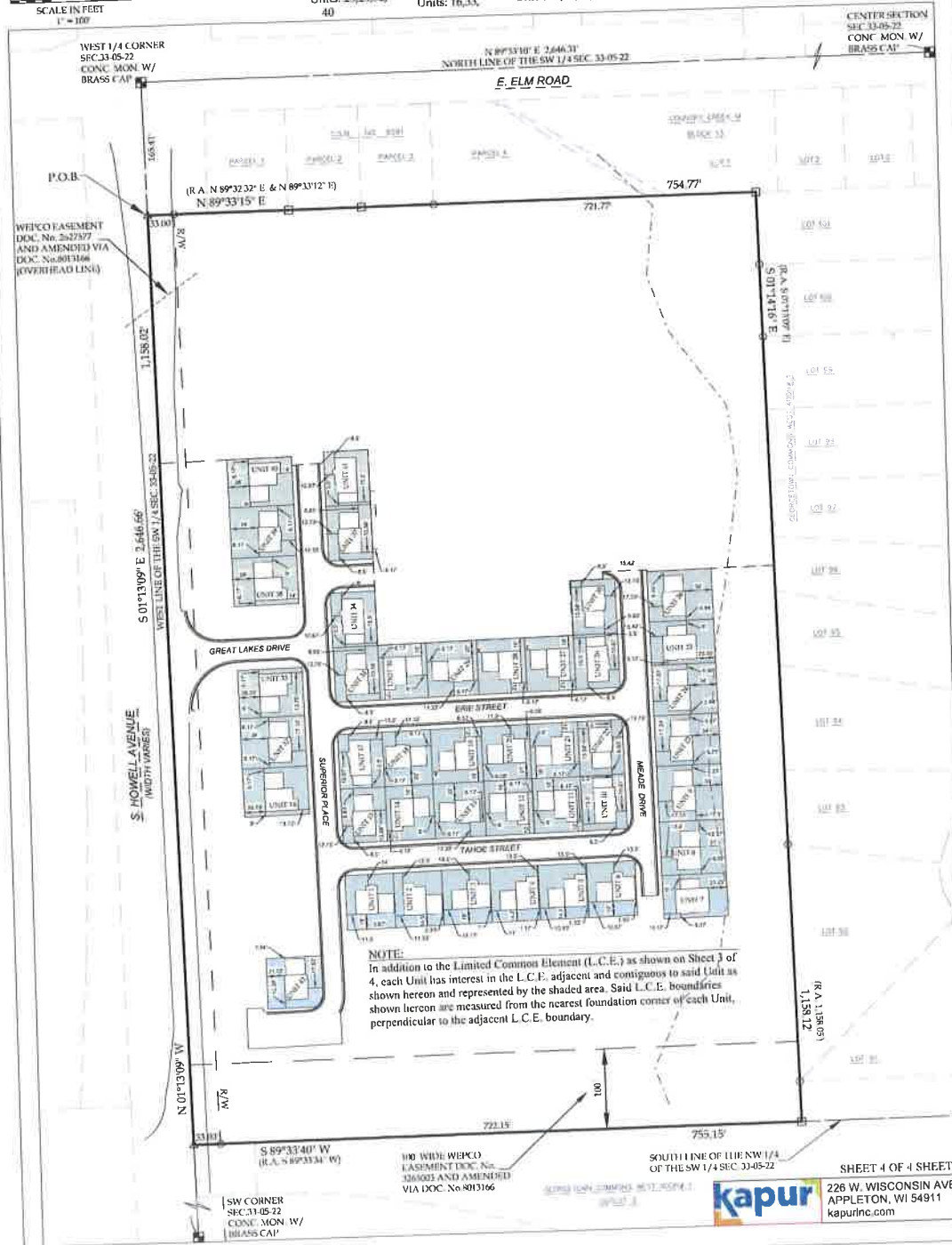
FIRST AMENDMENT TO RESIDENCES AT OAK VIEW CONDOMINIUM

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

**THIS SHEET DEPICTS
LIMITED COMMON ELEMENT CONTIGUOUS TO THE UNITS**



Note: The shaded area as shown represents Limited Common Element.
*The adjacent street is oriented to the bottom of each unit layout above.



NOTE:
In addition to the Limited Common Element (L.C.E.) as shown on Sheet 3 of 4, each Unit has interest in the L.C.E. adjacent and contiguous to said Unit as shown hereon and represented by the shaded area. Said L.C.E. boundaries shown hereon are measured from the nearest foundation corner of each Unit, perpendicular to the adjacent L.C.E. boundary.

FIRST AMENDMENT TO RESIDENCES AT OAK VIEW CONDOMINIUM

Amendment to Residences at Oak View Condominium in the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

NORTH REFERENCED TO THE WISCONSIN STATE PLANK COORDINATE SYSTEM SOUTH ZONE, NAD 20, THE WEST LINE OF THE NW 1/4 OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 22 EAST.

SCALE 1"=100'

SCALE IN FEET
1" = 100'

LEGEND:

- = 1" O.D. Re-Bar Found
- = 1-1/4" O.D. Iron Pipe Found
- △ = Mag Nail Found
- = Section Corner
- P.O.B. = Point of Beginning
- R/W = Right of Way
- P/L = Property Line
- Wetlands
- R.A. = Recorded As

NOTES:

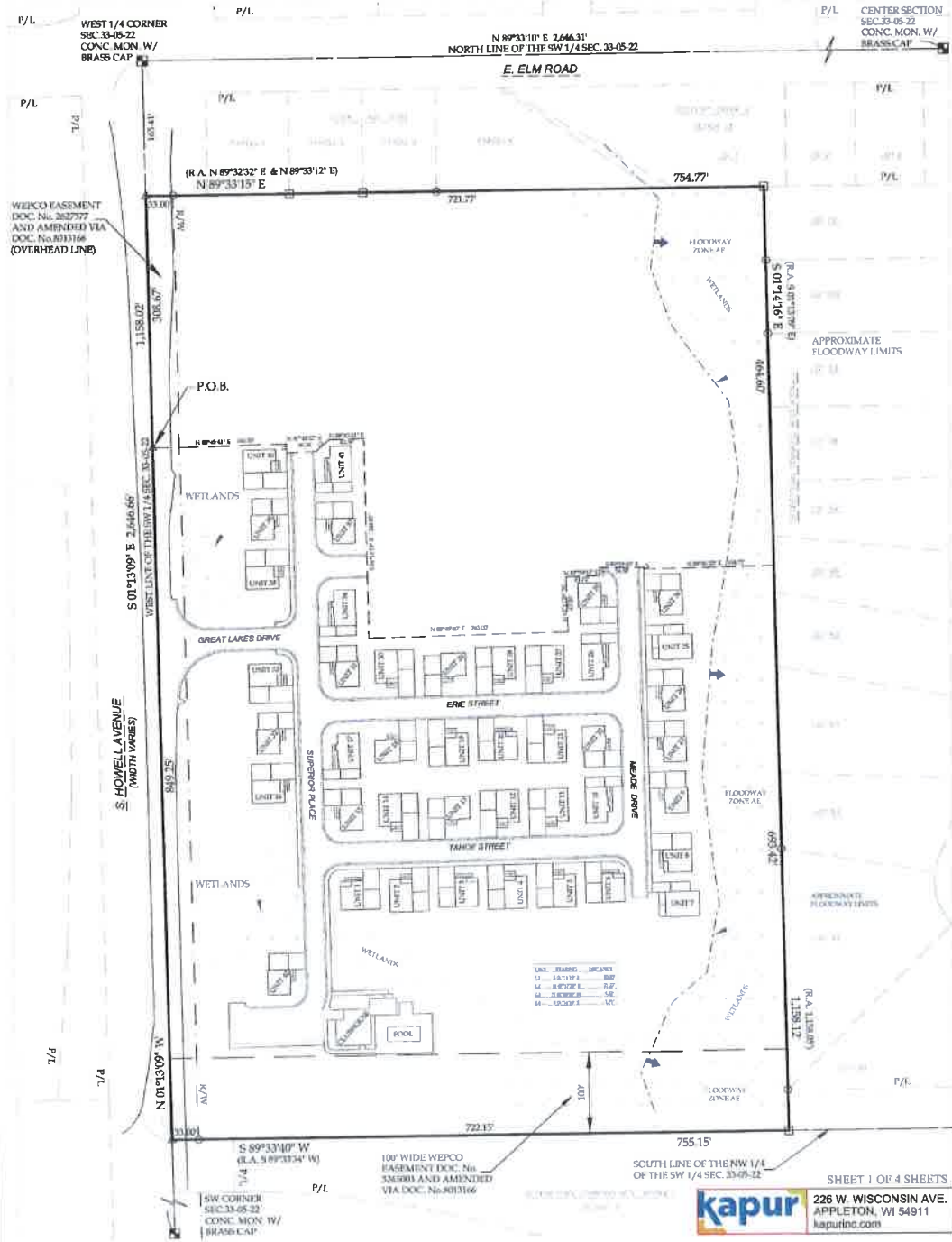
The entire area of "Residences at Oak View Condominium" is common element, except the units and limited common elements as shown on the plan. This sheet depicts the location of the buildings (See Sheets 2 of 4, 3 of 4 and 4 of 4, for the unit dimensions and the location of limited common elements.) Field work completed on December 11, 2018.



NOTES:

Approximate Flood Zone AF, as shown hereon, depicted by scaled map location, per Flood Insurance Rate Map #55079C0231E. Wetland delineation performed by Wetland & Waterway Consulting, LLC, on October 26, 2018.

(FOR RECORDING INFORMATION)

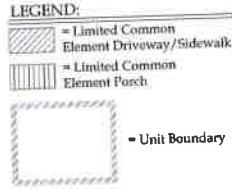


SHEET 1 OF 4 SHEETS

Kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
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FIRST AMENDMENT TO RESIDENCES AT OAK VIEW CONDOMINIUM

Amendment to Residences at Oak View Condominium in the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

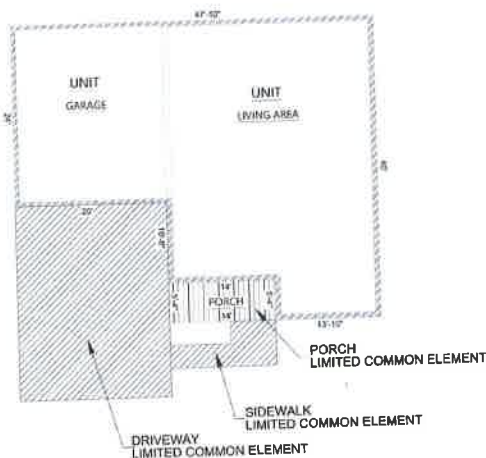


LIMITED COMMON ELEMENTS:
 Elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

1. Those common elements, if any, identified as limited common elements on the condominium plat.
2. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
3. Paved driveway and off-street parking areas adjoining and appurtenant to or normally exclusively used by the occupants of a unit.
4. Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit.

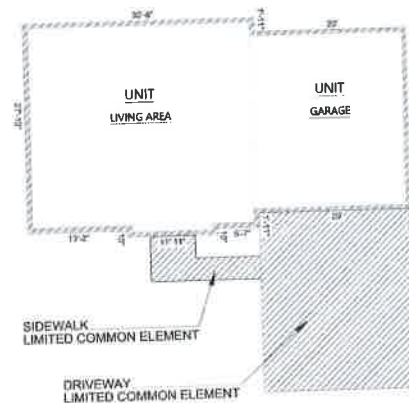


NOTES:
 Floor plans have been prepared using measurements of buildings from architectural plans. Existing physical boundaries of any unit, limited common element or common element constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building, regardless of minor vibrations between physical boundaries as described in the declaration and as shown on the condominium plat and the actual physical boundaries of any such unit or common element as finally constructed.



FOUNDATION PLAN - EL PASO MODEL
 UNITS: 2,4,5,11,12,14,16,19,21,27,28,30,33,36,38,40

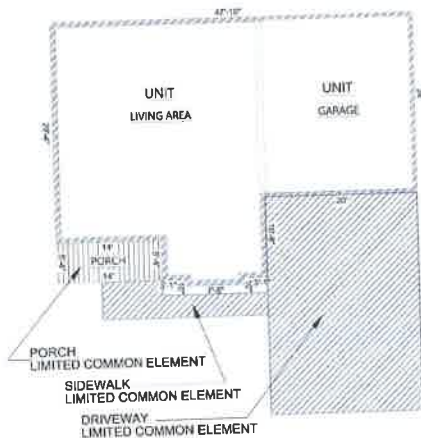
FIRST FLOOR LIVING AREA1,039 SQ. FT.
 SECOND FLOOR LIVING AREA1,037 SQ.FT.
 GARAGE AREA480 SQ.FT.



FOUNDATION PLAN - FLORIDIAN MODEL
 UNITS: 9,13,15,18,22,23,24,29,31,32,36,37,39

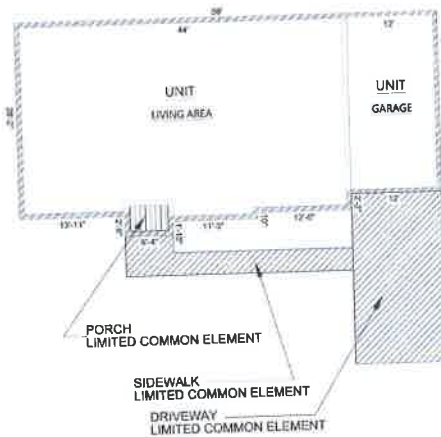
FIRST FLOOR LIVING AREA865 SQ. FT.
 SECOND FLOOR LIVING AREA865 SQ.FT.
 GARAGE AREA480 SQ.FT.

(AREAS SHOWN HEREON ARE APPROXIMATE)



FOUNDATION PLAN - TENTON MODEL
 UNITS: 1,3,6,8,20

FIRST FLOOR LIVING AREA897 SQ. FT.
 SECOND FLOOR LIVING AREA897 SQ.FT.
 GARAGE AREA480 SQ.FT.



FOUNDATION PLAN - JEFFERSON MODEL
 UNITS: 10,17,26,34,41

FIRST FLOOR LIVING AREA1,178 SQ. FT.
 GARAGE AREA288 SQ.FT.

SCALE: 1" = 12'

(AREAS SHOWN HEREON ARE APPROXIMATE)

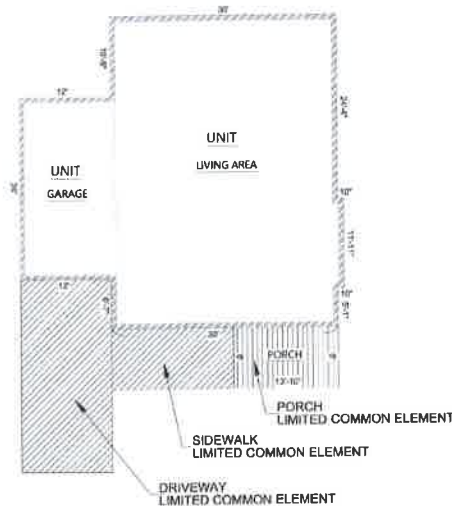
NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLANS AS SHOWN ABOVE.



SHEET 2 OF 4 SHEETS
 228 W. WISCONSIN AVE.
 APPLETON, WI 54911
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FIRST AMENDMENT TO RESIDENCES AT OAK VIEW CONDOMINIUM

amendment to Residences at Oak View Condominium in the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



FOUNDATION PLAN - KIMBERLY MODEL

UNITS: 7.25

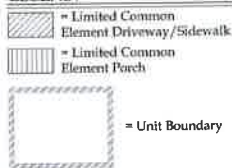
FIRST FLOOR LIVING AREA 1,250 SQ. FT.
GARAGE AREA 288 SQ. FT.

(AREAS SHOWN HEREON ARE APPROXIMATE)

SCALE: 1" = 12'

NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLAN AS SHOWN HEREON

LEGEND:



LIMITED COMMON ELEMENTS:

Elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:
1. These common elements, if any, identified as limited common elements on the condominium plat.
2. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
3. Paved driveway and off-street parking areas adjoining and appurtenant to or normally exclusively used by the occupants of a unit.
4. Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
OUTAGAMIE COUNTY) SS

I, Brian E. Sandberg, Professional Land Surveyor, do hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

Per Title Policy:

That certain twenty (20) acres located in the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows: The West Twenty (20) acres of the South Seventy (70) acres of the North One-half (1/2) of the South West One-Quarter (1/4) of Section 33, Township 5 North, Range 22 East. Excepting therefrom, a Sixty-six (66) foot right of way for purposes of access from said Howell Avenue (also known as State Highway 38) to the East Fifty (50) acres, said right of way to commence at Howell Avenue at a point to be determined between 495 feet and 693 feet South of the North boundary of the George Sagan farm, and to proceed Easterly a distance of approximately 775 feet to the Western boundary of said East 50 acres, subject to easement of South 100 feet to Wisconsin Power and Electric Company.

And more particularly described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 474.08 feet to the Point of Beginning; thence North 88°45'41" East, 163.53 feet; thence South 01°14'19" East, 10.83 feet; thence North 87°48'27" East, 36.04 feet; thence North 47°57'28" East, 21.27 feet; thence North 88°45'41" East, 42.36 feet; thence South 01°14'19" East, 344.00 feet; thence North 88°49'40" East, 243.00 feet; thence North 02°11'39" West, 67.50 feet; thence North 87°59'15" East, 41.72 feet; thence North 02°09'55" West, 9.67 feet; thence South 89°59'43" East, 54.58 feet; thence South 01°14'19" East, 2.21 feet; thence North 88°46'25" East, 158.77 feet to the west line of Georgetown Commons West Addition No. 1 subdivision; thence South 01°14'16" East, along said west line of Georgetown Commons West Addition No. 1 subdivision (recorded as South 01°13'09" East, 693.42 feet) to the south line of the Northwest 1/4 of said Southwest 1/4; thence South 89°33'40" West, along said south line, and also along the north line of Outlot 3, of said Georgetown Commons West Addition No. 1, (recorded as South 89°33'34" West) 735.15 feet to said west line of the Southwest 1/4; thence North 01°13'09" West, along said west line, 849.25 feet to the Point of Beginning.

Containing 544,213 square feet / 12.493 acres of land, more or less.

I further certify:

That by the direction of the Declarant, I have surveyed and mapped the land shown hereon.

That this is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter AE-7, of the Wisconsin Statutes and shows the location of any unit or building located or to be located on the property.

That the identification and location of each unit, the limited common elements for each unit, and the condominium common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the same.

Dated this 24th day of September, 2021

Brian E. Sandberg
Brian E. Sandberg LS 2000



DECLARANT:
RESIDENCES AT OAK VIEW, LLC
C/O MODHOME, LLC
654 N. PARK BLVD.
GLEN EL LYN, IL 60137
DAVID DSANTO (MANAGER OF DECLARANT)

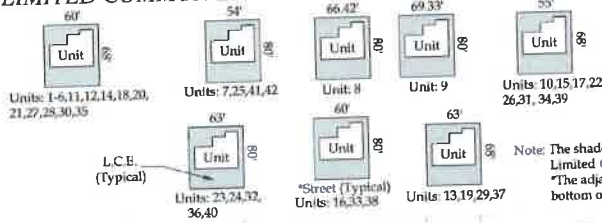
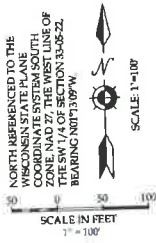


SHEET 3 OF 4 SHEETS
226 W. WISCONSIN AVE.
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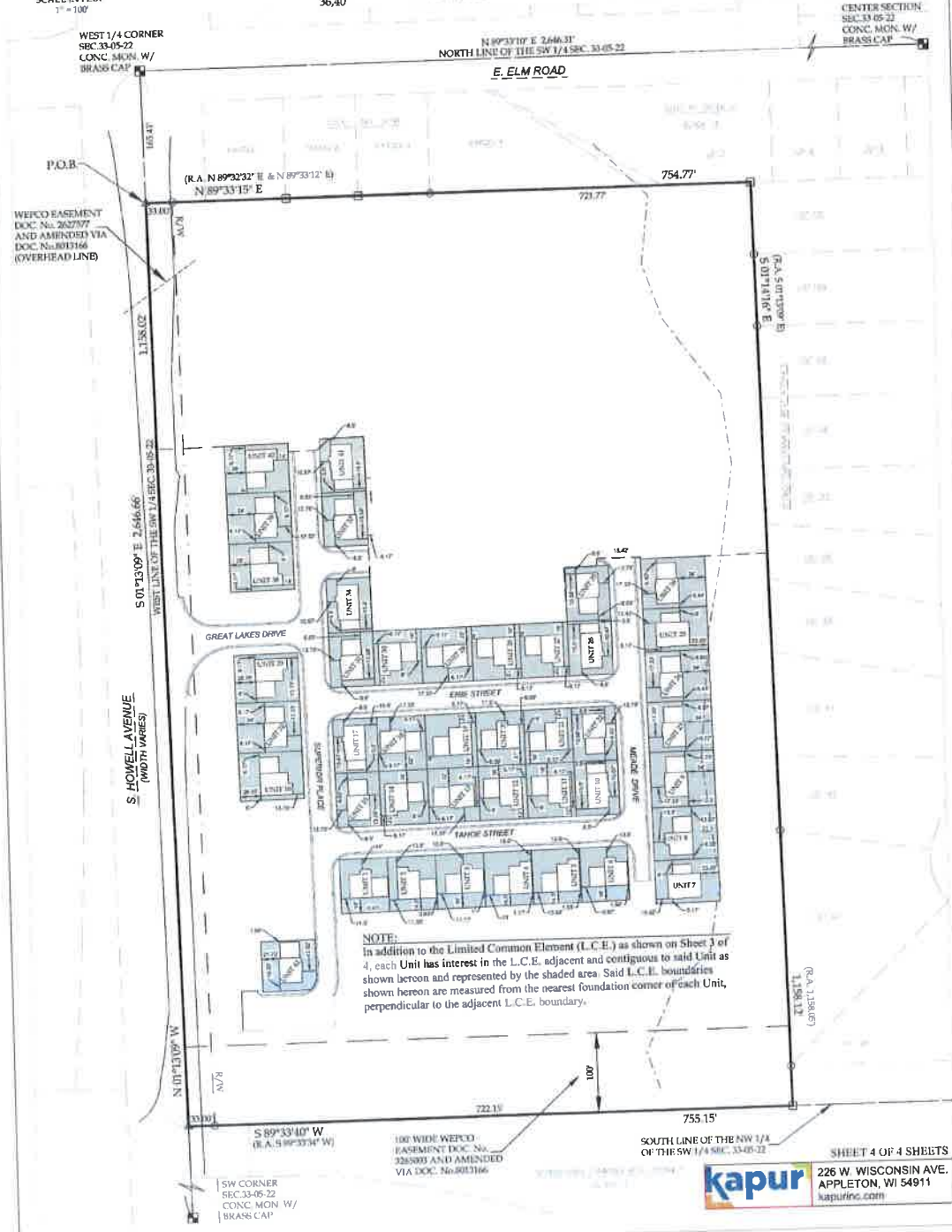
FIRST AMENDMENT TO RESIDENCES AT OAK VIEW CONDOMINIUM

Amendment to Residences at Oak View Condominium in the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

THIS SHEET DEPICTS
LIMITED COMMON ELEMENT CONTIGUOUS TO THE UNITS



Note: The shaded area as shown represents Limited Common Element.
*The adjacent street is oriented to the bottom of each unit layout above.



NOTE:
In addition to the Limited Common Element (L.C.E.) as shown on Sheet 3 of 4, each Unit has interest in the L.C.E. adjacent and contiguous to said Unit as shown hereon and represented by the shaded area. Said L.C.E. boundaries shown hereon are measured from the nearest foundation corner of each Unit, perpendicular to the adjacent L.C.E. boundary.

**RECIPROCAL EASEMENT
AGREEMENT**

Document Number

Document Title

RECIPROCAL EASEMENT AGREEMENT

Recording Area

Name and Return Address:

Attorney Steven R. Sorenson
von Briesen & Roper, s.c.
55 Jewelers Park Drive, Suite 400
Neenah, WI 54956

PIN:

TAX PARCEL NUMBERS:

973-0301-000	973-0322-000	973-0335-000	973-0363-000
973-0302-000	973-0323-000	973-0336-000	973-0364-000
973-0303-000	973-0324-000	973-0337-000	973-0365-000
973-0304-000	973-0325-000	973-0338-000	973-0366-000
973-0305-000	973-0326-000	973-0341-000	973-0367-000
973-0306-000	973-0327-000	973-0342-000	973-0368-000
973-0307-000	973-0328-000	973-0343-000	973-0369-000
973-0308-000	973-0329-000	973-0344-000	973-0370-000
973-0309-000	973-0330-000	973-0345-000	973-0371-000
973-0310-000	973-0331-000	973-0346-000	973-0372-000
973-0311-000	973-0332-000	973-0347-000	973-0373-000
973-0312-000	973-0333-000	973-0353-000	973-0374-000
973-0313-000	973-0334-000	973-0354-000	973-0375-000
973-0314-000	973-0339-000	973-0355-000	973-0376-000
973-0315-000	973-0340-000	973-0356-000	973-0377-000
973-0316-000	973-0348-000	973-0357-000	973-0378-000
973-0317-000	973-0349-000	973-0358-000	973-0379-000
973-0318-000	973-0350-000	973-0359-000	973-0380-000
973-0319-000	973-0351-000	973-0360-000	973-0381-000
973-0320-000	973-0352-000	973-0361-000	973-0382-000
973-0321-000	973-0383-000	973-0362-000	

**RECIPROCAL EASEMENT FOR USE OF ROADWAYS, UTILITIES
AND RECREATIONAL FACILITIES**

RECITALS

THIS AGREEMENT is by and among RESIDENCES AT OAKVIEW PHASE I, LLC, a Delaware limited liability company (“Phase I Owner”), RESIDENCES AT OAKVIEW PHASE II, LLC, a Delaware limited liability company (“Phase II Owner”) RESIDENCES AT OAK VIEW CONDOMINIUM OWNER’S ASSOCIATION, INC., a Wisconsin non-profit corporation (“Condominium I Association”) and RESIDENCES AT OAK VIEW CONDOMINIUM II OWNER’S ASSOCIATION, INC., a Wisconsin non-profit corporation (“Condominium II Association”) (each a “Party”, collectively the “Parties”).

WHEREAS, Phase I Owner is the owner of certain real property in the City of Oak Creek, County of Milwaukee, State of Wisconsin, more particularly described in **Exhibit A**, attached hereto (the “Phase I Property”);

WHEREAS, Phase II Owner is the owner of certain real property in the City of Oak Creek, County of Milwaukee, State of Wisconsin, more particularly described in **Exhibit B**, attached hereto (the “Phase II Property” and, collectively, with Phase I Property, the “Properties” and each a “Property”);

WHEREAS, Condominium I Association is a condominium association which operates, maintains and administers a condominium in accordance with the Condominium Declaration for Residences at Oak View Condominium recorded with the register of deeds in Milwaukee County, WI under document number 11052233 on December 4, 2020 and related condominium documents; which includes roads, parking, utilities, and a clubhouse and outdoor pool to which Phase II Owner seeks access;

WHEREAS, Condominium II Association is a condominium association which operates, maintains and administers a condominium in accordance with the Condominium Declaration for Residences at Oak View Condominium II recorded with the register of deeds in Milwaukee County, WI under document number _____ on _____, 20__ and related condominium documents, which includes roads, parking and utilities to which Phase I Owner seeks access;

WHEREAS, the Parties wish to (i) provide for access to and mutual and shared use of the clubhouse, outdoor pool, parking lots and any amenities; and (ii) provide a reciprocal easement for the use of the roadways and utilities in each condominium to ensure convenient and mutual access to and use of the respective properties.

NOW THEREFORE, the Parties hereby agree as follows:

Section 1

Cross Easement for use of Roadways & Parking Spots

1. Phase I Owner hereby grants to Phase II Owner and Condominium II Association, as well as each of their successors and assigns, their guests and invitees, a perpetual easement to use the roadways and parking spots presently located on the real property owned by Phase I Owner

and legally described as set forth on the attached Exhibit A. This easement extends to use of the roadways and parking spots as they may be relocated in the future. Said use shall be non-exclusive and in conjunction with all other persons entitled to use said roadways and parking spots.

2. Phase II Owner hereby grants to Phase I Owner and Condominium I Association, as well as each of their successors and assigns, their guests and invitees, a perpetual easement to use the roadways and parking spots presently located on the real property owned by Phase II Owner and legally described as set forth on the attached Exhibit B. This easement extends to use of the roadways and parking spots as they may be relocated in the future. Said use shall be non-exclusive and in conjunction with all other persons entitled to use said roadway and parking spots.

3. Each Party hereby grants to the other Parties a perpetual easement over the common areas as identified on the respective plats of each Condominium permitting the common use and maintenance of these common areas by the other Parties, the unit owners and their guests, invitees, lessees and families. Each Party hereby grants a license for use of the common areas by a common maintenance service to insure uniform upkeep of all shared common areas. Additionally, each Party hereby grants to the other Parties a perpetual easement over its (as to Phase I Owner and Phase II Owner) Property for the purpose of utility services as necessary to provide and maintain utility services to all of the units and common facilities contained in each of the Condominiums.

4. Said use by the respective Parties, their unit owners, guests, lessees, families and invitees shall be subject to reasonable rules and regulations established by the Parties.

Section 2

Easement for use of Outdoor Pool and Clubhouse

1. Phase I Owner hereby grants a perpetual easement to Phase II Owner and Condominium II Association, and each of their successors and assigns and unit owners, guests and invitees for access to and the use of the outdoor pool, clubhouse, and any other amenities, including any recreational amenities, located on the real property owned by Phase I Owner. Said use by Phase II Owner, its unit owners, guests and invitees shall be subject to reasonable rules and regulations established by Condominium I Association.

Section 3

Miscellaneous Provisions

1. Condominium I Association shall be responsible for all maintenance, repair, replacement and insuring of the easement areas set forth in section 2 above, which costs shall be shared between the Parties as follows:

1.1. Condominium I Association 50%

1.2. Condominium II Association 50%

If Condominium II Association fails to reimburse Condominium I Association for such costs, Condominium I Association may pursue any remedy existing at law or in equity; however, in no event shall the failure of Condominium II Association to pay maintenance costs result in the loss

of the use of the outdoor pool, clubhouse, and related amenities by the parties entitled to use such facilities.

2. Condominium I Association and Condominium II Association shall each maintain, repair and replace the improvements located within the easement areas described in Section 1 above that are on the respective Properties to which each Party is responsible for managing.

3. All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.

4. The Agreement shall be recorded in the records of Milwaukee County, Wisconsin.

5. The law of the State of Wisconsin shall apply to this Agreement.

6. If any term, provision or condition contained in the Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. This Agreement and all covenants and easements herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement and agreement as of the day and year first above written.

Residences at Oak View Condominium Owner's Association, Inc.

By: [Signature]
Name: David A. DiSanto
Title: Manager of initial Director

STATE OF Illinois)
COUNTY OF Cook)

SS:

On this 13 day of September, 2021, before me personally appeared David A. DiSanto, to me personally known, who, being by me duly sworn did say that he is the Manager of the initial Director of Residences at Oak View Condominium Owner's Association, Inc., a Wisconsin nonstock corporation, and that the foregoing instrument was signed on behalf of said corporation.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: 11/22/2025



Residences at Oak View Condominium II Owner's Association, Inc.

By: 
Name: David A. DiSanto
Title: Manager of initial Director

STATE OF Illinois)
COUNTY OF Cook)

SS:

On this 13 day of September 2021, before me personally appeared David A. DiSanto, to me personally known, who, being by me duly sworn did say that he is the Manager of the initial Director of Residences at Oak View Condominium II Owner's Association, Inc., a Wisconsin nonstock corporation, and that the foregoing instrument was signed on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires: 11/22/2025



RESIDENCES AT OAKVIEW PHASE I, LLC,
a Delaware limited liability company

By: Residences at Oak View, LLC
Its Manager

By: 
David DiSanto, Manager

ACKNOWLEDGMENT:

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

The foregoing instrument was acknowledged before me this 13 day of September, 2021, by David DiSanto, the Manager of Residences at Oak View, LLC, a Wisconsin limited liability company, the Manager of RESIDENCES AT OAKVIEW PHASE I, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Lori A. Puca

Notary Public

State of ILLINOIS

My Commission Expires: 11/22/2025



RESIDENCES AT OAKVIEW PHASE II, LLC,
a Delaware limited liability company

By: Residences at Oak View, LLC
Its Manager

By: 
David DiSanto, Manager

ACKNOWLEDGMENT:

STATE OF Illinois)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 13 day of September, 2021, by David DiSanto, the Manager of Residences at Oak View, LLC, a Wisconsin limited liability company, the Manager of RESIDENCES AT OAKVIEW PHASE II, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Notary Public
State of Illinois
My Commission Expires: 11/22/2025



EXHIBIT A
Residences at Oak View Condominium Owner's Association, Inc.
Real Estate Subject to Easement

Part of the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 474.08 feet to the Point of Beginning; thence North 88°45'41" East, 163.94 feet; thence South 01°14'19" East 10.83 feet; thence North 87°48'27" East 36.04 feet; thence North 47°57'28" East 21.27 feet; thence North 88°45'41" East 42.36 feet; thence South 01°14'19" East 244.09 feet; thence North 80°49'40" East 243.00 feet; thence North 02°11'39" West 67.50 feet; thence North 87°59'15" East 41.72 feet; thence North 02°09'55" West 9.62 feet; thence South 89°59'43" East 54.58 feet; thence South 01°14'19" East 2.21 feet; thence North 88°46'25" East 158.64 feet to the west line of Georgetown Commons West Addition No.1 subdivision; thence South 01°14'16" East, along said west line of Georgetown Commons West Addition No.1 subdivision (recorded as South 01°13'09" East), 693.52 feet to the south line of the Northwest 1/4 of said Southwest 1/4; thence South 89°33'40" West, along said south line, and also along the north line of Outlot 3, of said Georgetown Commons West Addition No.1, (recorded as South 89°33'34" West) 755.15 feet to said west line of the Southwest 1/4; thence North 01°13'09" West, along said west line, 849.35 feet to the Point of Beginning.

Subject to easement of South 100 feet to Wisconsin Power and Electric Company.

Containing 544,213 square feet / 12.493 acres of land, more or less.

EXHIBIT B
Residences at Oak View Condominium II Owner's Association, Inc.
Real Estate Subject to Easement

That certain twenty (20) acres located in the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 165.41 feet to the Point of Beginning; thence continue South 1°13'09" East along said west line 308.67 feet; thence North 88°45'41" East, 163.94 feet; thence South 01°14'19" East 10.83 feet; thence North 87°48'27" East 36.04 feet; thence North 47°57'28" East 21.27 feet; thence North 88°45'41" East 42.36 feet; thence South 01°14'19" East 244.09 feet; thence North 80°49'40" East 243.00 feet; thence North 02°11'39" West 67.50 feet; thence North 87°59'15" East 41.72 feet; thence North 02°09'55" West 9.62 feet; thence South 89°59'43" East 54.58 feet; thence South 01°14'19" East 2.21 feet; thence North 88°46'25" East 158.64 feet to the west line of Georgetown Commons West Addition No.1 subdivision thence North 01°14'16" West along said west line 464.60 feet to the south line of Block 13, of Country Creek VI subdivision; thence South 89°33'15" West, along said south line and the south line of Certified Survey Map No. 6591 (recorded as South 89°32'32" West), and the westerly extension thereof, 721.77 feet to the Point of Beginning.

Containing 330,060 square feet / 7.577 acres of land, more or less.



COMMON COUNCIL REPORT

- Item:** Condominium Plat - 10730 S. Howell Ave. - Residences at Oak View Condominium (ModHome, LLC)
- Recommendation:** That the Council adopts Resolution No. 12317-031522, a resolution approving a condominium plat submitted by Residences at Oak View Condominium (ModHome, LLC) for the property at 10730 S. Howell Ave. (5th Aldermanic District)
- Fiscal Impact:** The proposal is to establish a condominium on Phase 2 of the Residences at Oak View. Phase 2 is approved for up to 43 single-family residential condominiums, and will have access to the clubhouse, pool, and stormwater infrastructure on Lot 1. This property is not currently part of a TID.
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicant is requesting approval of a Condominium Plat for Phase II of the Residences at Oak View at 10730 S. Howell Ave. Council will note that the plat is titled "Second Amendment to Residences at Oak View Condominium." Since this is not an amendment but rather a separate Condominium, the title should be revised to "Residences at Oak View Condominium II" to coincide with the Declaration and Association of the same name.

Included within this phase are the second 41 units of the PUD, access through private streets through Phase II and connecting to Phase I, and wetlands and floodplain areas. The PUD allows a maximum of 85 units in all phases of the development. The Declaration and the unrecorded Reciprocal Easement Agreement are included with this report for Council review. These documents identify the common areas, ownership and maintenance responsibilities, and accesses granted. As mentioned in the staff report for the CSM and Condominium Plat for Phase I, the City Attorney is currently reviewing the documents related to the sanitary sewer infrastructure. Any required amendments must be incorporated prior to recording. Staff recommends that the responsibility for the maintenance and ownership of the stormwater infrastructure be specified as part of the common elements of the Condominium. The Reciprocal Easement Agreement should also be referenced in the Declaration.

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

1. That all relevant Code requirements and conditions of the Planned Unit Development remain in effect.

-
2. That all required easements for the sanitary sewer and accesses over Lot 1 for the benefit of Lot 2 are included on the plat and within the condominium declaration prior to recording.
 3. That all revisions to the plat and declaration are submitted to the Department of Community Development prior to submission of permit applications.
 4. That all reviewing agency comments, if any, are incorporated as required.

Options/Alternatives: Council has the discretion to approve the Plat with conditions, modify the conditions of Condominium Plat 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. 12317-031522

Location Map

Original Condominium Plat (4 pages)

Proposed Condominium Plat (4 pages)

Declaration for Residences at Oak View Condominium II (42 pages)

Reciprocal Easement Agreement (12 pages)

RESOLUTION NO. 12317-031522

BY _____

RESOLUTION APPROVING THE
CONDOMINIUM PLAT FOR THE RESIDENCES AT OAK VIEW CONDOMINIUM II

(5th Aldermanic District)

WHEREAS, it appears that the condominium plat submitted by RESIDENCES AT OAK VIEW CONDOMINIUM (MODHOME, LLC), hereinafter referred to as the developer, for the condominium known as RESIDENCES AT OAK VIEW CONDOMINIUM II, is in compliance with all statutory requirements; and

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

WHEREAS on March 8, 2022, the Oak Creek Plan Commission conditionally approved the condominium plat for the condominium known as RESIDENCES AT OAK VIEW CONDOMINIUM II; and,

WHEREAS, the public improvements have been installed pursuant to a development agreement approved by Resolution No. 12146-031720, and those improvements have been certified complete by the City Engineer and the Water and Sewer Utility; and,

NOW THEREFORE, BE IT RESOLVED that the condominium plat for RESIDENCES AT OAK VIEW CONDOMINIUM II is hereby approved subject to the following conditions:

1. That all relevant Code requirements and conditions of the Planned Unit Development remain in effect.
2. That all required easements for the sanitary sewer and accesses over Lot 1 for the benefit of Lot 2 are included on the plat and within the condominium declaration prior to recording.
3. That all revisions to the plat and declaration are submitted to the Department of Community Development prior to submission of permit applications.
4. That all reviewing agency comments, if any, are incorporated as required.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of March, 2022.

President, Common Council

Approved this ____ day of _____, 2022.

Mayor

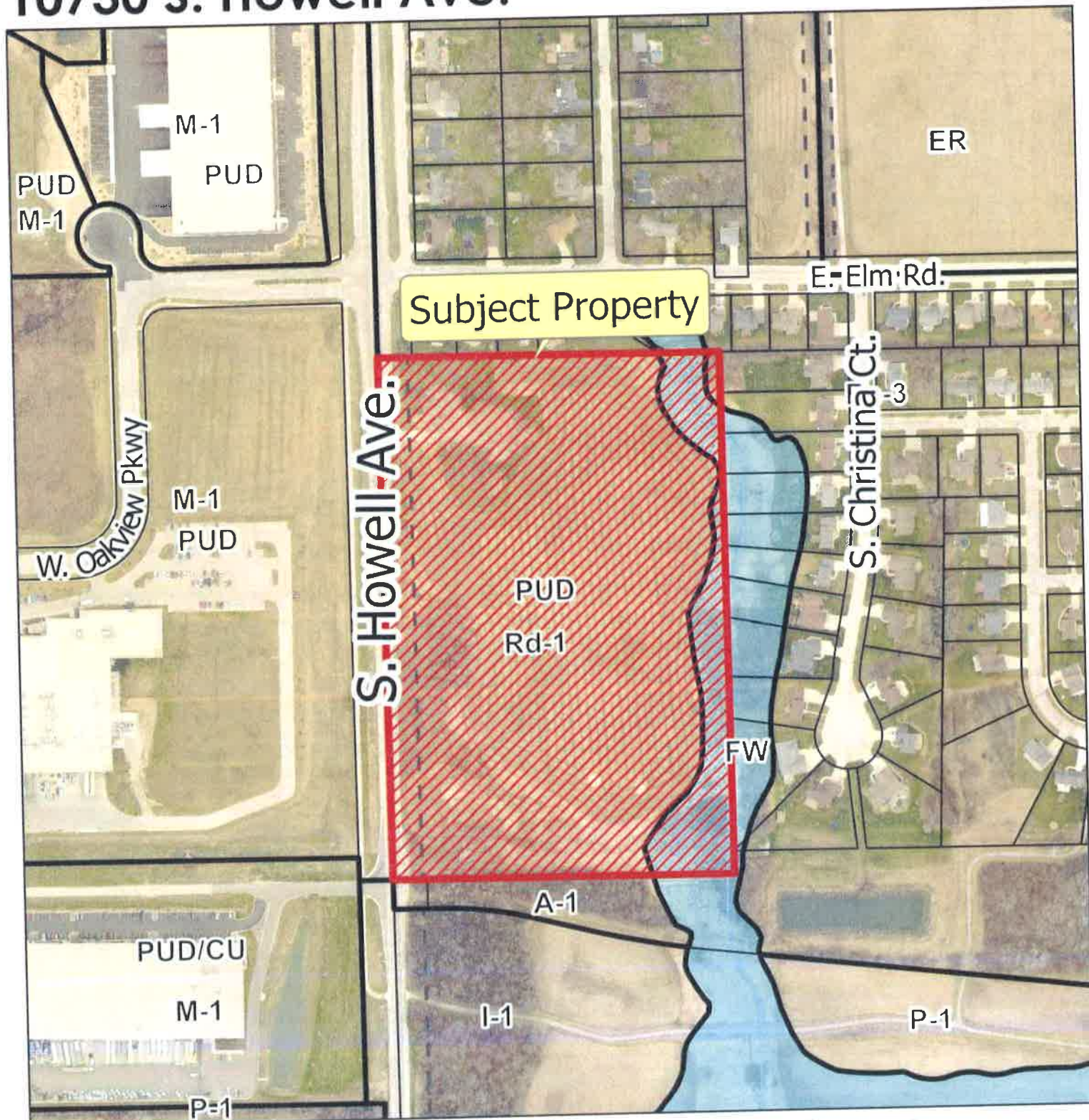
ATTEST:

City Clerk

VOTE: Ayes: ____ Noes: ____

Location Map

10730 S. Howell Ave.



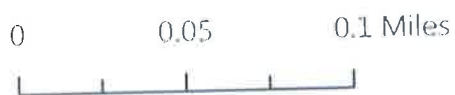
This map is not a survey of the actual boundary of the property this map depicts

Legend

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



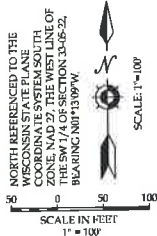
Community Development



PREVIOUSLY RECORDED

RESIDENCES AT OAK VIEW CONDOMINIUM

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



LEGEND:

- = 1" O.D. Re-Bar Found
- = 1-1/4" O.D. Iron Pipe Found
- △ = Mag Nail Found
- = Section Corner
- P.O.B. = Point of Beginning
- R/W = Right of Way
- P/L = Property Line

NOTES:

The entire area of "Residences at Oak View Condominium" is common element, except the units and limited common elements as shown on the plat. This sheet depicts the location of the buildings. (See Sheets 2 of 4, 3 of 4 and 4 of 4, for the unit dimensions and the location of limited common elements.) Field work completed on December 11, 2018.

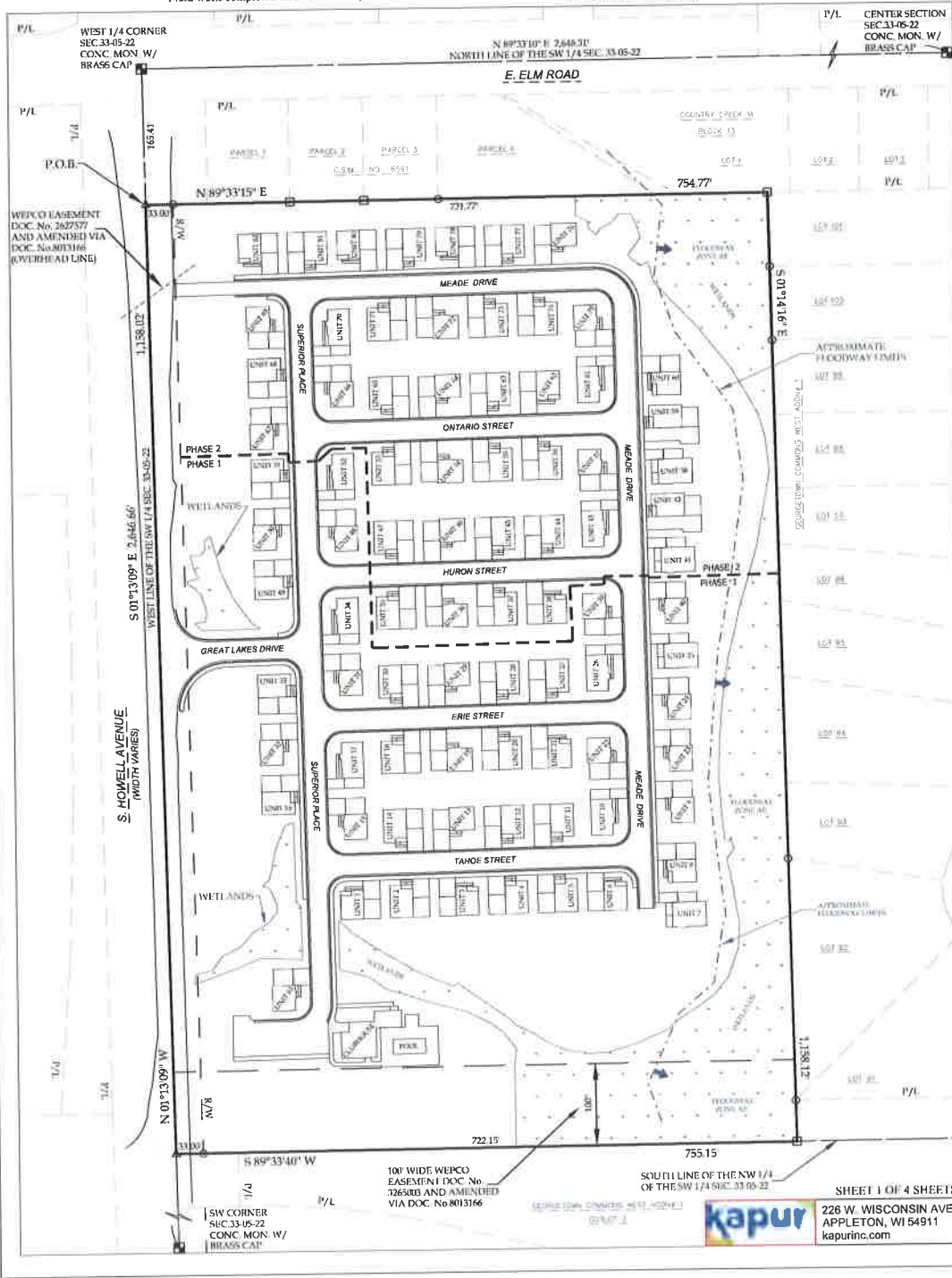


04-15-2020

(FOR RECORDING INFORMATION)

NOTES:

Approximate Flood Zone AE, as shown hereon, depicted by scaled map location, per Flood Insurance Rate Map #55079C0231E. Wetland delineation performed by Wetland & Waterway Consulting, LLC, on October 26, 2018.



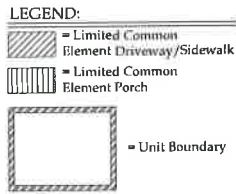
SHEET 1 OF 4 SHEETS
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com



PREVIOUSLY RECORDED

RESIDENCES AT OAK VIEW CONDOMINIUM

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North,
Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

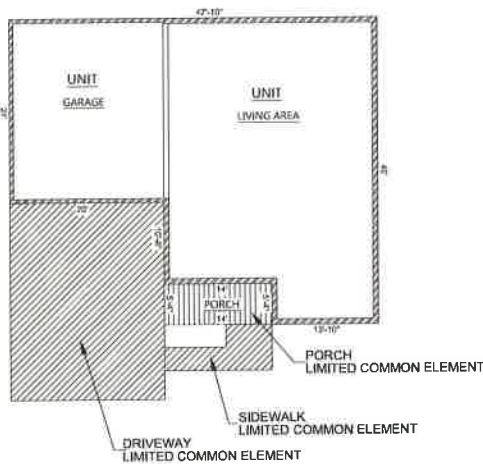


LIMITED COMMON ELEMENTS:
Elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

1. Those common elements, if any, identified as limited common elements on the condominium plat.
2. The electric, telephone, communication and gas lines or pipes from the utility or public easement to the service board or service connection in the unit.
3. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
4. Paved driveway and off-street parking areas adjoining and appurtenant to or normally exclusively used by the occupants of a unit.
5. Such other parts of the common elements necessary, convenient, or appurtenant to be normally exclusively used by the occupants of a unit.

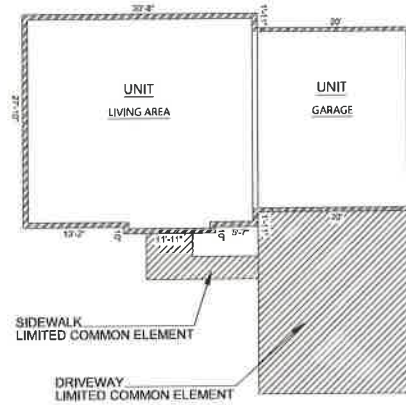


NOTES:
Floor plans have been prepared using measurements of buildings from architectural plans. Existing physical boundaries of any unit, limited common element or common element constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building, regardless of minor variations between physical boundaries as described in the declaration and as shown on the condominium plat and the actual physical boundaries of any such unit or common element as finally constructed.



UNITS: 2, 4, 5, 11, 12, 14, 16, 18, 20, 27, 28, 30, 33, 35, 37, 44, 45,
47, 49, 51, 53, 55, 56, 63, 65, 66, 71, 73, 74, 77, 79, 81

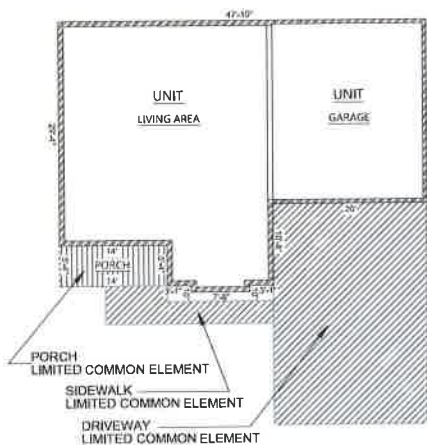
FIRST FLOOR LIVING AREA1,039 SQ. FT.
SECOND FLOOR LIVING AREA1,037 SQ.FT.
GARAGE AREA480 SQ.FT.



UNITS: 9, 13, 15, 19, 22, 23, 24, 29, 31, 32, 36, 39, 40, 46, 48, 50, 54,
57, 64, 66, 67, 69, 72, 75, 76, 83

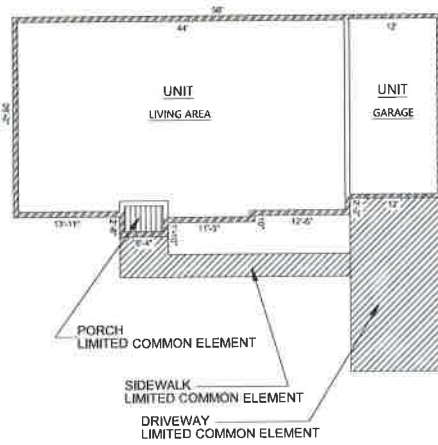
FIRST FLOOR LIVING AREA865 SQ. FT.
SECOND FLOOR LIVING AREA865 SQ.FT.
GARAGE AREA480 SQ.FT.

(AREAS SHOWN HEREON ARE APPROXIMATE)



UNITS: 1, 3, 6, 8, 21, 38, 60, 62, 78, 80, 82

FIRST FLOOR LIVING AREA897 SQ. FT.
SECOND FLOOR LIVING AREA897 SQ.FT.
GARAGE AREA480 SQ.FT.



UNITS: 10, 17, 26, 34, 43, 52, 61, 70

FIRST FLOOR LIVING AREA1,178 SQ. FT.
GARAGE AREA288 SQ.FT.

(AREAS SHOWN HEREON ARE APPROXIMATE)

NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLANS AS SHOWN ABOVE.

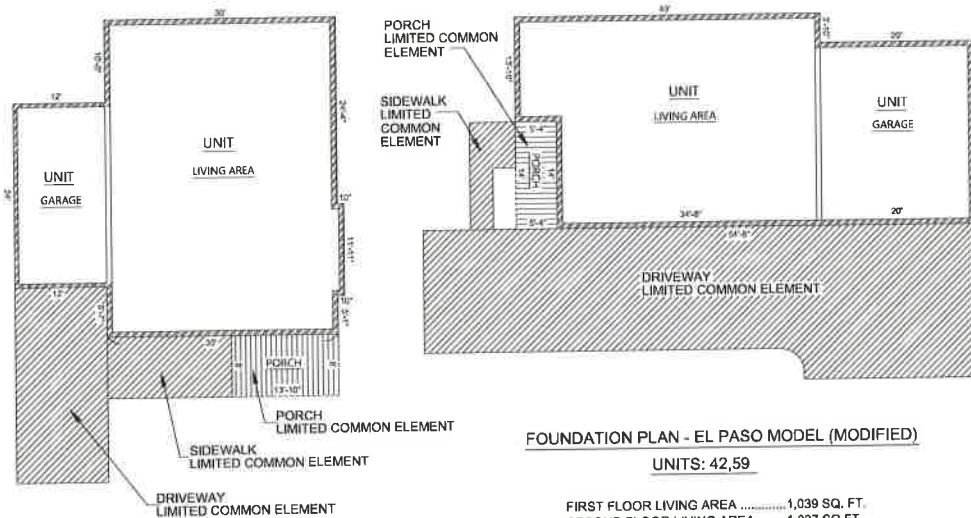


SHEET 2 OF 4 SHEETS
226 W. WISCONSIN AVE.
APPLETON, WI 54911
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PREVIOUSLY RECORDED

RESIDENCES AT OAK VIEW CONDOMINIUM

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



FOUNDATION PLAN - KIMBERLY MODEL

UNITS: 7, 25, 41, 58

FIRST FLOOR LIVING AREA 1,250 SQ. FT.
GARAGE AREA 288 SQ. FT.

(AREAS SHOWN HEREON ARE APPROXIMATE)

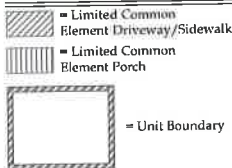
FOUNDATION PLAN - EL PASO MODEL (MODIFIED)

UNITS: 42, 59

FIRST FLOOR LIVING AREA 1,039 SQ. FT.
SECOND FLOOR LIVING AREA 1,037 SQ. FT.
GARAGE AREA 480 SQ. FT.

NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLAN AS SHOWN HEREON.

LEGEND:



LIMITED COMMON ELEMENTS:

Elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

1. Those common elements, if any, identified as limited common elements on the condominium plat.
2. The electric, telephone, communication and gas lines or pipes from the utility or public easement to the service board or service connection in the unit.
3. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
4. Paved driveway and off-street parking areas adjoining said apartment or unit or normally exclusively used by the occupants of a unit.
5. Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
OUTAGAMIE COUNTY) SS

I, Erik A. Gustafson, Professional Land Surveyor, do hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

Par Title Policy:

That certain twenty (20) acres located in the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows: The West Twenty (20) acres of the South Seventy (70) acres of the North One-half (1/2) of the South West One-Quarter (1/4) of Section 33, Township 5 North, Range 22 East. Excepting therefrom, a Sixty-six (66) foot right of way for purposes of access from said Howell Avenue (also known as State Highway 38) to the East Fifty (50) acres, said right of way to commence at Howell Avenue at a point to be determined between 495 feet and 693 feet South of the North boundary of the George Sagan farm, and to proceed Easterly a distance of approximately 775 feet to the Western boundary of said East 50 acres, subject to easement of South 100 feet to Wisconsin Power and Electric Company.

And more particularly described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 165.41 feet to the Point of Beginning, thence North 89°33'15" East, along the south line of Certified Survey Map No. 6591, and the westerly extension thereof, and also along the south line of Block 13, of Country Creek VI subdivision, and the westerly extension thereof, 754.77 feet to the west line of Georgetown Commons West Addition No. 1 subdivision; thence South 01°14'16" East, along said west line of Georgetown Commons West Addition No. 1 subdivision, 1,158.12 feet to the south line of the Northwest 1/4 of said Southwest 1/4; thence South 89°33'40" West, along said south line, 755.15 feet to said west line of the Southwest 1/4; thence North 01°13'09" West, along said west line, 1,158.02 feet to the Point of Beginning.

Containing 874,210 square feet / 20.069 acres of land, more or less.

I further certify:

That by the direction of the Declarant, I have surveyed and mapped the land shown hereon.

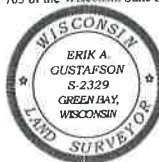
That this is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter AE-7, of the Wisconsin Statutes and shows the location of any unit or building located or to be located on the property.

That the identification and location of each unit, the limited common elements for each unit, and the condominium common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the same.

Dated this 15th day of April, 2020.

Erik A. Gustafson
Erik A. Gustafson S-2329



DECLARANT:
RESIDENCES AT OAK VIEW, LLC
C/O MODHOME, LLC
654 N. PARK BLVD.
GREEN BAY, WI 54307
DAVID DISANTO (MANAGER OF DECLARANT)



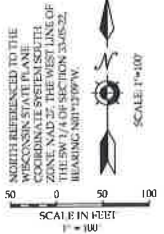
SHEET 3 OF 4 SHEETS

226 W. WISCONSIN AVE.
APPLETON, WI 54911
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PREVIOUSLY RECORDED

RESIDENCES AT OAK VIEW CONDOMINIUM

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



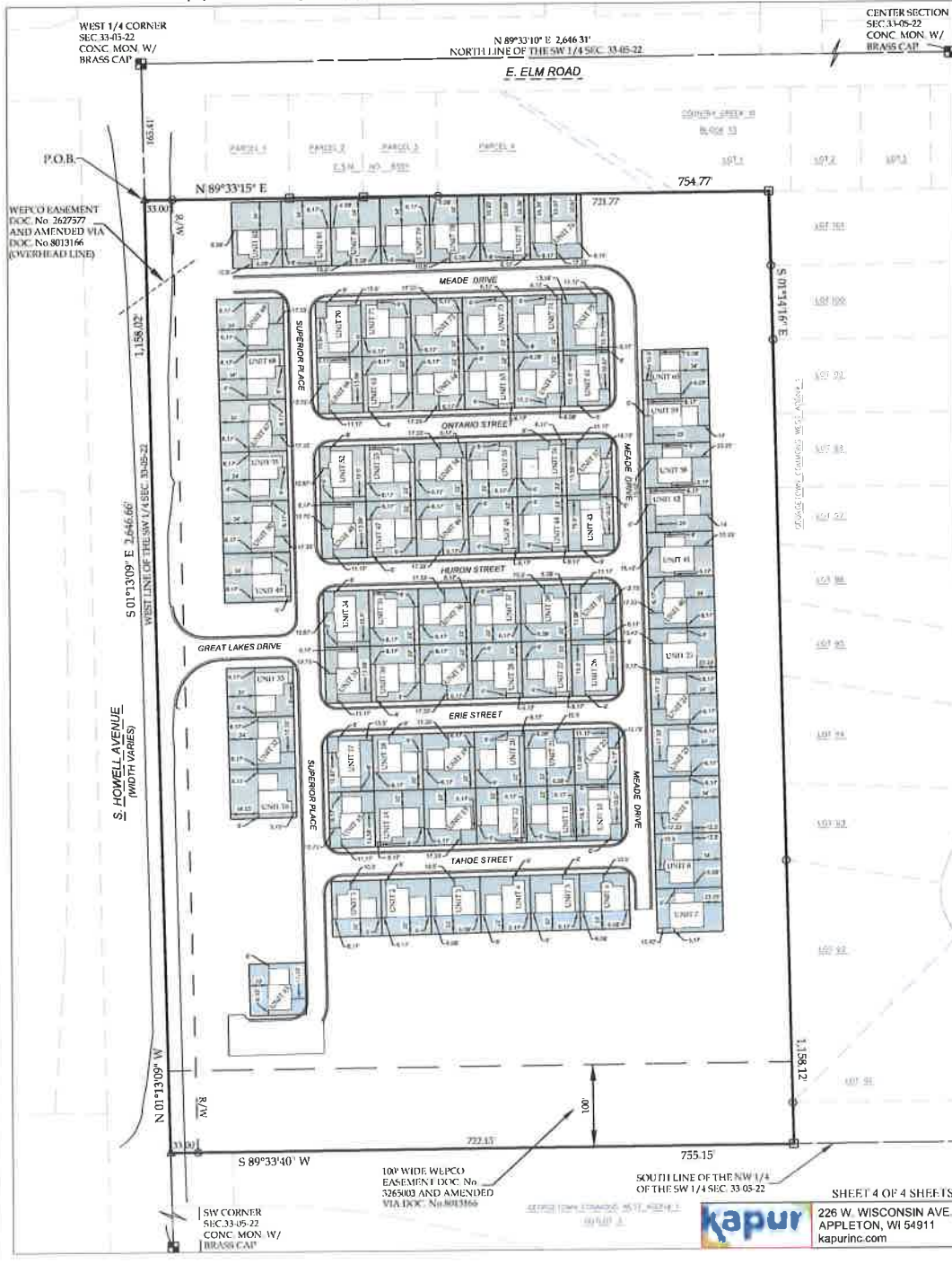
LEGEND:

- = 1" O.D. Re-Bar Found
- = 1-1/4" O.D. Iron Pipe Found
- △ = Mag Nail Found
- = Section Corner
- P.O.B. = Point of Beginning
- R/W = Right of Way
- L.C.E. = Limited Common Element
- [Hatched Box] = Wetlands
- [Shaded Box] = Limited Common Element Adjacent to Unit (See note below)
- [Line] = L.C.E.

NOTES:

In addition to the Limited Common Element (L.C.E.) as shown on Sheet 3 of 4, each Unit has interest in the L.C.E. adjacent and contiguous to said Unit as shown hereon and represented by the shaded area. Said L.C.E. boundaries shown hereon are measured from the nearest foundation corner of each Unit, perpendicular to the adjacent L.C.E. boundary.

*THIS SHEET DEPICTS
LIMITED COMMON ELEMENT
CONTIGUOUS TO THE UNITS*



CENTER SECTION
SEC. 33-05-22
CONC. MON. W/
BRASS CAP

WEST 1/4 CORNER
SEC. 33-05-22
CONC. MON. W/
BRASS CAP

WPCO EASEMENT
DOC. No. 262757
AND AMENDED VIA
DOC. No. 8013166
(OVERHEAD LINE)

10' WIDE WPCO
EASEMENT DOC. No.
335808 AND AMENDED
VIA DOC. No. 8013166

SOUTH LINE OF THE NW 1/4
OF THE SW 1/4 SEC. 33-05-22

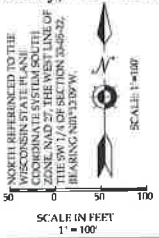
SHEET 4 OF 4 SHEETS

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

PROPOSED

**SECOND AMENDMENT TO
RESIDENCES AT OAK VIEW CONDOMINIUM**

Amendment to Residences of Oak View Condominium in the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



LEGEND:

- = 1" O.D. Re-Bar Found
 - = 1-1/4" O.D. Iron Pipe Found
 - △ = Mag Nail Found
 - = Section Corner
 - P.O.B. = Point of Beginning
 - R/W = Right of Way
 - P/L = Property Line
- Wetlands = Wetlands
R.A. = Recorded As

NOTES:

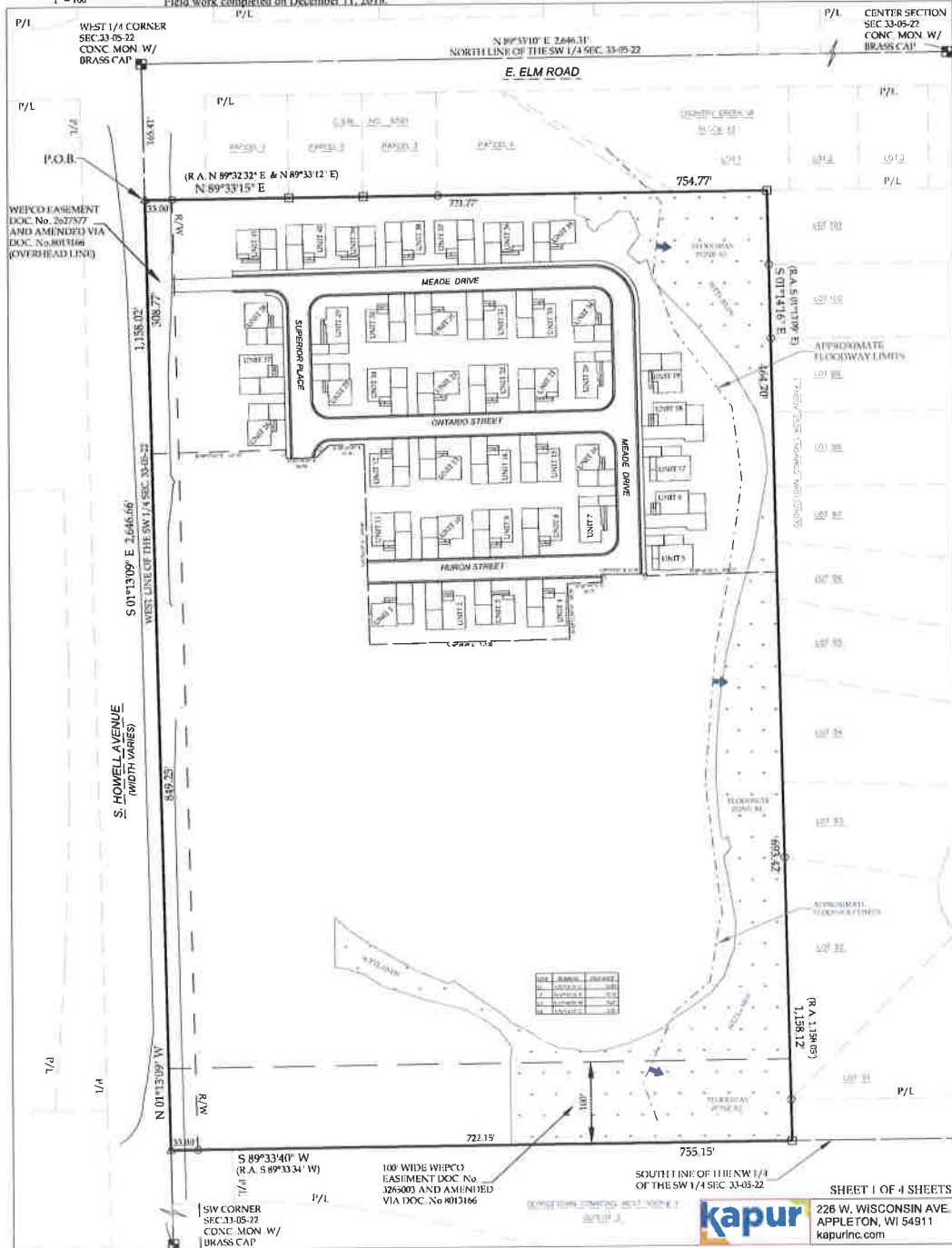
The entire area of "Residences at Oak View Condominium II" is common element, except the units and limited common elements as shown on the plat. This sheet depicts the location of the buildings. (See Sheets 2 of 4, 3 of 4 and 4 of 4, for the unit dimensions and the location of limited common elements.)
Field work completed on December 11, 2018.



09-03-2021

NOTES:
Approximate Flood Zone AE, as shown hereon, depicted by scaled map location, per Flood Insurance Rate Map #55079C0231E.
Wetland delineation performed by Wetland & Waterway Consulting, LLC, on October 26, 2018.

(FOR RECORDING INFORMATION)

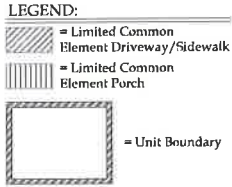


Kapur
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

PROPOSED

**SECOND AMENDMENT TO
RESIDENCES AT OAK VIEW CONDOMINIUM**

Amendment to Residences of Oak View Condominium in the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

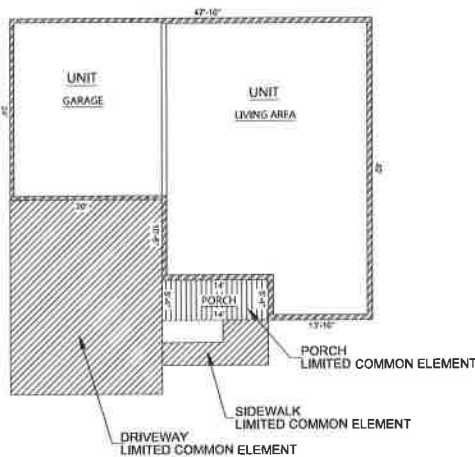


LIMITED COMMON ELEMENTS:
Elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

1. Those common elements, if any, identified as limited common elements on the condominium plan.
2. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
3. Paved driveway and off-street parking areas adjoining and appurtenant to or normally exclusively used by the occupants of a unit.
4. Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit.



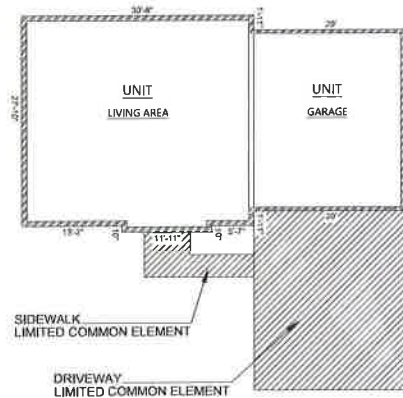
NOTES:
These plans have been prepared using measurements of buildings from architectural plans. Existing physical boundaries of any unit, limited common element or common element constructed or reconstructed in substantial conformity with the condominium plan shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building, regardless of minor variations between physical boundaries as described in the declaration and as shown on the condominium plan and the actual physical boundaries of any such unit or common element as finally constructed.



FOUNDATION PLAN - EL PASO MODEL

UNITS: 4, 8, 9, 11, 12, 14, 15, 22, 24, 27, 30, 32, 33, 37, 38, 40,

FIRST FLOOR LIVING AREA1,039 SQ. FT.
SECOND FLOOR LIVING AREA1,037 SQ.FT.
GARAGE AREA480 SQ.FT.

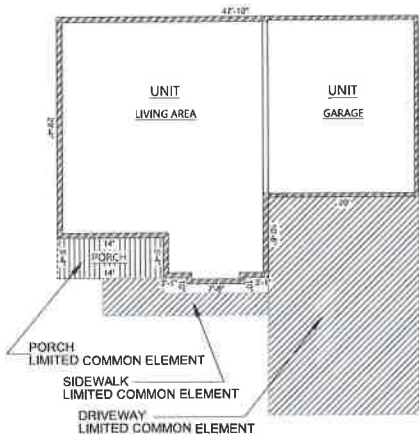


FOUNDATION PLAN - FLORIDIAN MODEL

UNITS: 1, 10, 13, 16, 23, 25, 26, 28, 31, 34, 35

FIRST FLOOR LIVING AREA865 SQ. FT.
SECOND FLOOR LIVING AREA865 SQ. FT.
GARAGE AREA480 SQ.FT.

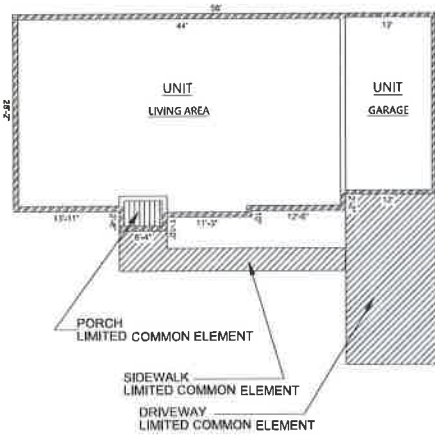
(AREAS SHOWN HEREON ARE APPROXIMATE)



FOUNDATION PLAN - TENTON MODEL

UNITS: 3, 19, 21, 36, 39, 41

FIRST FLOOR LIVING AREA897 SQ. FT.
SECOND FLOOR LIVING AREA897 SQ.FT.
GARAGE AREA480 SQ.FT.



FOUNDATION PLAN - JEFFERSON MODEL

UNITS: 7, 20, 29

FIRST FLOOR LIVING AREA1,178 SQ. FT.
GARAGE AREA288 SQ.FT.

SCALE: 1" = 12'

(AREAS SHOWN HEREON ARE APPROXIMATE)

NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLANS AS SHOWN ABOVE.

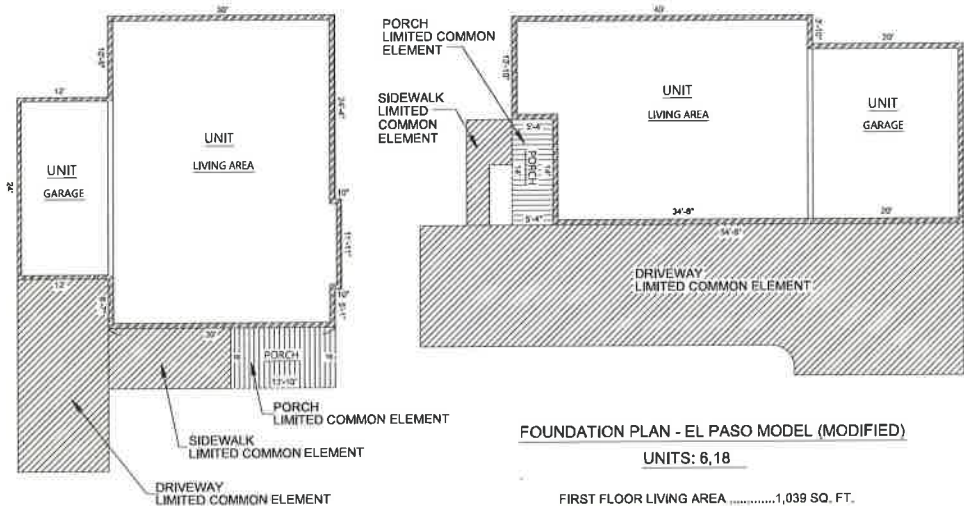


SHEET 2 OF 4 SHEETS
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

PROPOSED

**SECOND AMENDMENT TO
RESIDENCES AT OAK VIEW CONDOMINIUM**

Amendment to Residences of Oak View Condominium in the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



FOUNDATION PLAN - KIMBERLY MODEL

UNITS: 5, 17

FIRST FLOOR LIVING AREA1,250 SQ. FT.
GARAGE AREA288 SQ. FT.

(AREAS SHOWN HEREON ARE APPROXIMATE)

FOUNDATION PLAN - EL PASO MODEL (MODIFIED)

UNITS: 6, 18

FIRST FLOOR LIVING AREA1,039 SQ. FT.
SECOND FLOOR LIVING AREA1,037 SQ. FT.
GARAGE AREA480 SQ. FT.

SCALE: 1" = 12'

NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLAN AS SHOWN HEREON.

LEGEND:

- = Limited Common Element Driveway/Sidewalk
- = Limited Common Element Porch
- = Unit Boundary

LIMITED COMMON ELEMENTS:

- Elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:
1. Those common elements, if any, identified as limited common elements on the condominium plat.
 2. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
 3. Paved driveway and off-street parking areas adjoining and appurtenant to or normally exclusively used by the occupants of a unit.
 4. Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN
MILWAUKEE COUNTY) SS

I, Brian E. Sandberg, Professional Land Surveyor, do hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

Per Title Policy:

That certain twenty (20) acres located in the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows: The West Twenty (20) acres of the South Seventy (70) acres of the North One-half (1/2) of the South West One-Quarter (1/4) of Section 33, Township 5 North, Range 22 East. Excepting therefrom, a Sixty-six (66) foot right of way for purposes of access from said Howell Avenue (also known as State Highway 38) to the East Fifty (50) acres, said right of way to commence at Howell Avenue at a point to be determined between 493 feet and 693 feet South of the North boundary of the George Sagan farm, and to proceed Easterly a distance of approximately 775 feet to the Western boundary of said East 50 acres, subject to easement of South 100 feet to Wisconsin Power and Electric Company.

And more particularly described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 165.41 feet to the Point of Beginning; thence continue South 1°13'09" East along said west line 308.77 feet; thence North 88°45'41" East, 163.53 feet; thence South 01°14'19" East 10.83 feet; thence North 87°48'27" East 36.04 feet; thence North 47°57'28" East 21.27 feet; thence North 88°45'41" East 42.36 feet; thence South 01°14'19" East 244.00 feet; thence North 88°49'40" East 243.00 feet; thence North 02°11'39" West 67.50 feet; thence North 87°59'15" East 41.72 feet; thence North 02°09'55" West 9.62 feet; thence South 89°59'43" East 54.58 feet; thence South 01°14'19" East 2.21 feet; thence North 88°46'25" East 158.64 feet to the west line of Georgetown Commons West Addition No. 1 subdivision thence North 01°14'16" West along said west line 464.70 feet to the south line of Block 13, of Country Creek VI subdivision; thence South 89°33'15" West, along said south line and the south line of Certified Survey Map No. 6591 (recorded as South 89°32'32" West), and the westerly extension thereof, 721.77 feet to the Point of Beginning.

Containing 330,060 square feet / 7.577 acres of land, more or less.

I further certify:

That by the direction of the Declarant, I have surveyed and mapped the land shown hereon.

That this is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter AE-7, of the Wisconsin Statutes and shows the location of any unit or building located or to be located on the property.

That the identification and location of each unit, the limited common elements for each unit, and the condominium common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the same.

Dated this 24th day of September, 2021.
Brian Sandberg
Brian Sandberg S-2500



DECLARANT:
RESIDENCES AT OAK VIEW, LLC
C/O MOTHERS, LLC
254 N PARK BLVD
GLEN ELLYN, IL 60137
DAVID DISANTO (MANAGER OF DECLARANT)



SHEET 3 OF 4 SHEETS
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

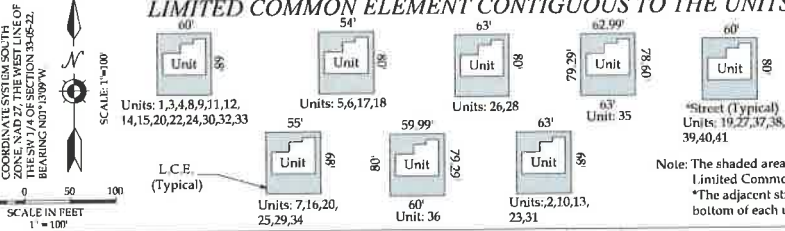
PROPOSED

**SECOND AMENDMENT TO
RESIDENCES AT OAK VIEW CONDOMINIUM**
Amendment to Residences of Oak View Condominium in the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

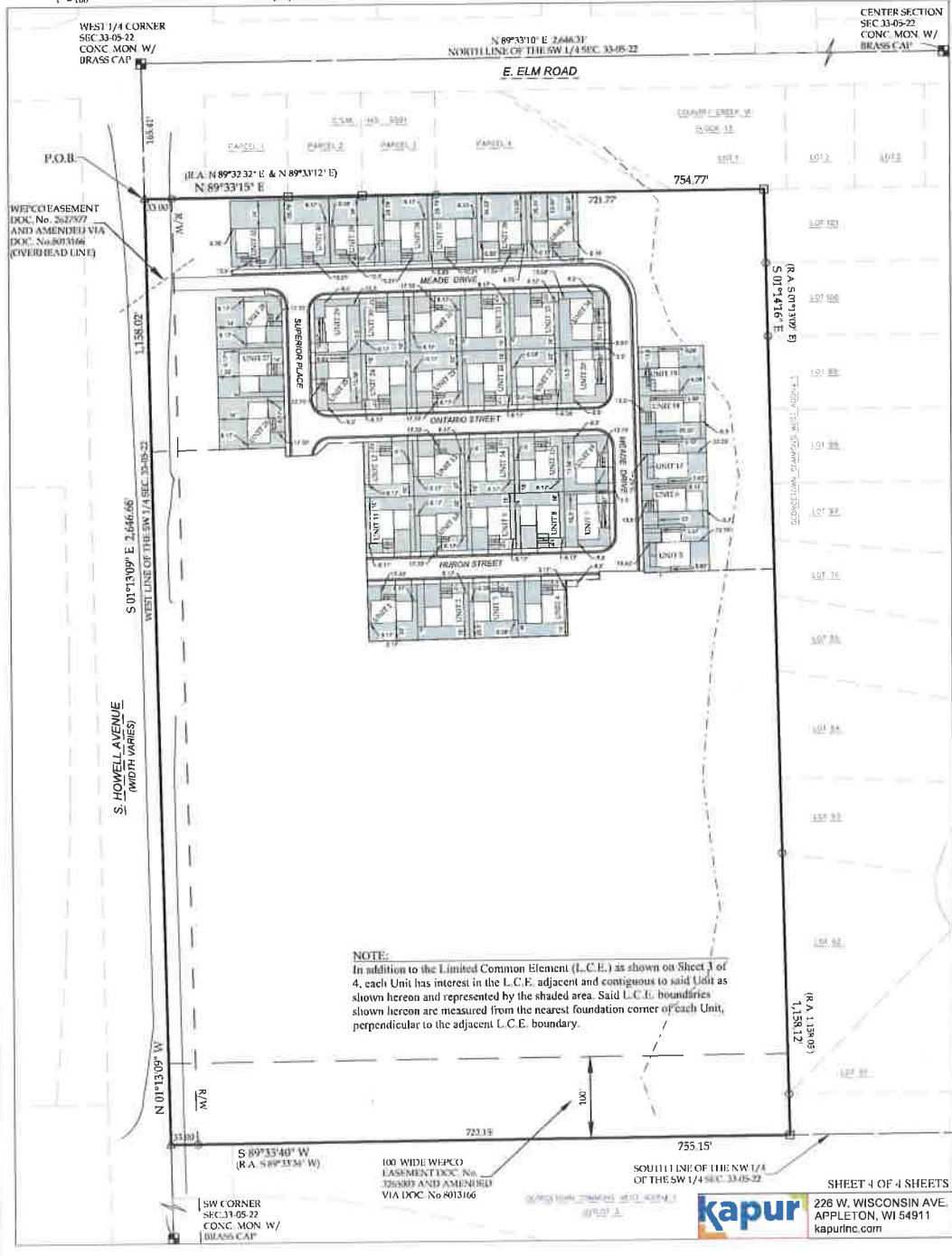
**THIS SHEET DEPICTS
LIMITED COMMON ELEMENT CONTIGUOUS TO THE UNITS**

NORTH REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83, THE WEST LINE OF THE SW 1/4 OF SECTION 33-46-22, BEARING N01°33'09" W.
SCALE: 1" = 100'

SCALE: 1" = 100'



Note: The shaded area as shown represents Limited Common Element.
*The adjacent street is oriented to the bottom of each unit layout above.



**CONDOMINIUM
DECLARATION**

Document Number

Document Title

**DECLARATION
FOR
RESIDENCES AT OAK VIEW CONDOMINIUM II**

Recording Area

Name and Return Address:

Attorney Steven R. Sorenson
von Briesen & Roper, s.c.
55 Jewelers Park Drive, Suite 400
Neenah, WI 54956

PIN:

TAX PARCEL NUMBERS:

973-0335-000	973-0366-000
973-0336-000	973-0367-000
973-0337-000	973-0368-000
973-0338-000	973-0369-000
973-0341-000	973-0370-000
973-0342-000	973-0371-000
973-0343-000	973-0372-000
973-0344-000	973-0373-000
973-0345-000	973-0374-000
973-0346-000	973-0375-000
973-0347-000	973-0376-000
973-0353-000	973-0377-000
973-0354-000	973-0378-000
973-0355-000	973-0379-000
973-0356-000	973-0380-000
973-0357-000	973-0381-000
973-0358-000	973-0382-000
973-0359-000	
973-0360-000	
973-0361-000	
973-0362-000	
973-0363-000	
973-0364-000	
973-0365-000	

**CONDOMINIUM DECLARATION
OF
OWNERSHIP, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
RESIDENCES AT OAK VIEW II CONDOMINIUM**

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**CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
RESIDENCES AT OAK VIEW II CONDOMINIUM**

This Declaration of Condominium Ownership and of Easements, Restrictions, Conditions and Covenants for Residences at Oak View II Condominium, herein referred to as the "Declaration," is made this ___ day of _____, 2021 by the Residences at Oak View, LLC, a Wisconsin limited liability company, herein referred to as the "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real estate located in the City of Oak Creek, County of Milwaukee, State of Wisconsin, legally described in Exhibit "A" attached hereto and incorporated herein and herein referred to as the "Real Estate Parcel"; and

WHEREAS, Declarant intends by this Declaration to subject the Real Estate Parcel, together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind which are now, or which at any time hereafter will be located thereon, and all rights and privileges belonging or pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended from time to time, herein referred to as the "Act"; and

WHEREAS, Declarant intends:

1. To establish certain rights with respect to the Real Estate Parcel for the benefit of the Declarant and for the benefit of all future owners and occupants of the Real Estate Parcel and any part thereof; and

2. To create a Condominium pursuant to the Act which shall be known as the Residences At Oak View II Condominium, herein referred to as the "Condominium", with rights appurtenant to each Unit, as herein defined, in the Condominium; and

3. To provide for the harmonious, beneficial and proper use of the Real Estate Parcel and each Unit in the Condominium with mutually beneficial rights and obligations for each Unit Owner, as herein defined; and

4. To retain the right to construct Buildings in which the Units are located; and

WHEREAS, Declarant intends that the several owners, mortgagees, and occupants of Units and all other persons herein acquiring any interest in the Real Estate Parcel shall at all times enjoy the benefits of, and shall hold their interest subject to, the easements, restrictions, conditions, and covenants herein set forth, all of which are declared to be in furtherance of a plan to promote, enhance, and protect the value, desirability, appearance and aesthetics of the Real Estate Parcel and all improvements thereon.

NOW, THEREFORE, Declarant, as owner in fee simple of the Real Estate Parcel and for the purposes herein set forth declares as follows:

ARTICLE I. DEFINITIONS

When used in this Declaration, unless the context shall otherwise expressly require, the following words shall have the following respective meanings, and all definitions shall be applicable to the singular and plural forms of such terms:

Section 1.01 Act. The Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

Section 1.02 Assessment. A share of the Common Expenses, as herein defined, and other charges from time to time assessed against a Unit and the respective Unit Owner by the Association in accordance with the terms of this Declaration, including any Special Assessment.

Section 1.03 Association. "Association" shall mean and refer to the Residences at Oak View II Condominium Owner's Association, Inc., a Wisconsin non-profit corporation, formed pursuant to this Declaration.

Section 1.04 Board of Directors. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of Residences at Oak View II Condominium Owner's Association, Inc.

Section 1.05 Building. Any structure, as herein defined, having a roof supported by columns or walls used or intended for the shelter or protection of persons or property of any kind.

Section 1.06 Common Elements. All of the Condominium except the Units, as herein defined as well as the Limited Common Elements and Share Common Elements as herein defined.

Section 1.07 Common Expenses:

- (a) All sums assessed against a Unit, as herein defined, and the respective Unit Owner, as herein defined, by Association, as hereinafter defined; and,
- (b) All expenses declared to be Common Expenses by the Act or by this Declaration.

Section 1.08 Condominium Associations Rules and Regulations. Those rules and regulations adopted from time to time by the Board of Directors of the Association.

Section 1.09 Condominium Property. The Real Estate Parcel designated on the attached Exhibit "A" and all Buildings, Structures, Improvements, and other permanent fixtures of whatsoever kind now or at any time hereafter placed upon the Real Estate Parcel, together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the provisions of the Act.

Section 1.10 Declarant. Residences at Oak View, LLC, a Wisconsin limited liability company, any successor in title to Declarant's interest in the Condominium property, and any other assignee or successor of the Declarant who (1) as an assignee of the Declarant, accepts the assignment therein made by the Declarant of those rights and powers of Declarant contained in this Declaration, and (2) assumes and agrees to be bound and perform those obligations of the Declarant contained in this Declaration with respect to all or such of those Units within the Condominium as may be legally described in any such interest of assignment, acceptance and assumption. If, for any reason, Declarant ceases to exist as a legal entity, then the powers, rights, duties and obligations of Declarant, as provided in this Declaration, shall be exercised and discharged by the Association.

Section 1.11 Declaration. This instrument by which the Real Estate Parcel is subject to the provisions of the Act, and all amendments and supplements hereof recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Section 1.12 Floor Plans. The floor plans for the various residential and recreational unit types as set forth in the Plat.

Section 1.13 Improvements. Any Building, any Structure, as herein defined, or any alteration whatsoever to the exterior of any Building or any Structure, or any alteration whatsoever of the surface, grade or contour of any land within the Condominium Property.

Section 1.14 Limited Common Elements. Those Common Elements designated in this Declaration as reserved for the exclusive use of one or more but less than all Unit Owners, as herein defined, in the Condominium and as set forth on the Plat.

Section 1.15 Member. Each Unit Owner who, upon acquiring title to a Unit, is automatically a member in the Association and shall remain as such until such time as he or she ceases to be a Unit Owner, at which time his or her membership in the Association shall automatically cease.

Section 1.16 Occupant. A person, as herein defined, in lawful possession of a Unit, as herein defined, other than the Unit Owner, as herein defined, of such Unit.

Section 1.17 Percentage Interests. The appurtenant, undivided interest of Unit Ownership, as herein defined, in the Common Elements, as herein defined, expressed as a percentage and calculated by dividing (a) the number "one" (1) by (b) the total number of Units, as herein defined, in the Condominium as set forth on the Condominium Plat attached hereto. For purposes of this Declaration, the percentage interest of all Unit Owners will be equal.

Section 1.18 Person. A natural person, corporation, partnership, association, trust, or other legal entity or any combination thereof.

Section 1.19 Plat. The Condominium Plat attached hereto as Exhibit 1.19 and made a part hereof reflecting the Condominium Property, the Units, the Floor Plans and the Common Elements of the

Condominium. The "Future Buildings" identified on the Plat are for illustrative purposes only (see Section 2.08).

Section 1.20 Real Estate Parcel. The parcel of real estate subject to this Declaration and legally described in paragraph 2.02 below and such real estate as may added to Condominium by expansion as set forth in paragraph 2.01.

Section 1.21 Special Assessment. Assessments levied against a Unit and Unit Owners, or any of them, whenever necessary or appropriate for the purposes set forth in Section 8.01(b) hereof; for collection of monies owed to the Association under any provision of this Declaration or for any other purpose for which the Association may determine an assessment is necessary or appropriate for the improvement or benefit of the Condominium.

Section 1.22 Structure. Anything whatsoever which is either constructed, erected, placed, or installed in or upon the Condominium Property, including, but not limited to, a building and a sidewalk and a driveway providing access thereto.

Section 1.23 Unit. A part of a condominium as set forth in this Declaration intended for any type of independent use consistent with this Declaration, the By-Laws of the Association and any other rules and regulations of the Association as more fully defined in Wisconsin Statute Section 703.02(15). A Unit shall include the percentage interest of such Unit in the Common Elements as herein defined.

Section 1.24 Unit Number. The number or number combination designating a specific Unit made up of the Condominium number assigned to the respective Unit, as appearing on the Plat.

Section 1.25 Unit Owner. The record owner of a Unit and the percentage interest in the Common Elements associated with said Unit. If there is more than one record owner, the record owner shall be deemed to be collectively referred to as the Unit Owner.

Section 1.26 Voting Member. The one person with respect to each Unit entitled to vote at any meeting of the Unit Owners.

ARTICLE II. DESCRIPTION OF DEVELOPMENT

Section 2.01 Phased Development Of The Condominium. The Declarant reserves the right to develop the Condominium in two phases. The right to so amend this Declaration for the purpose of developing in phases is reserved to the Declarant and shall not require the consent of any Unit Owner or the Association.

Section 2.02 Description. INTENTIONALLY OMITTED.

Section 2.03 Development Plan. The Declarant retains the right to construct the buildings and other improvements identified on the Plat. The Declarant contemplates the construction of 41

residential unit buildings. The Buildings contemplated will be as shown on the plans. Construction details are contained in the plans and drawings available for inspection at the office of the Declarant. The Units are more fully described in the building and floor plans contained in the Condominium Plat and Floor Plans. The maximum number of Units in the Condominium shall be 41 residential units.

Section 2.04 Identification. A Unit is of a residential building intended for individual and family residential purposes, comprised of a single structure that shall include requisite interior rooms for 2 or 3 bedrooms, kitchen, family/living/dining area and 2 or more bathrooms. The unit shall include the entire structure with roof, exterior walls and basement or slab. The Unit shall include all improvements now or hereafter located within such boundaries, including, but not limited to:

- (i) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.
- (ii) Interior lights and light fixtures.
- (iii) Cabinets
- (iv) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.
- (v) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.
- (vi) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.
- (vii) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.
- (viii) The Units are designated by identifying street numbers. The Unit numbers and the street address of each Unit are set forth in Exhibit B, and the Units' location, approximate area, number of rooms, Limited Common Elements to which the Units have access and further details identifying and outlining the units are as set forth in the Plat and described and explained hereunder.

Section 2.05 Multiple Use Building. INTENTIONALLY OMITTED.

Section 2.06 Garage. Each Unit shall expressly include the garage which serves such Unit and is appurtenant thereto. The boundaries set forth above shall apply with respect to each such garage as well as the remainder of each Unit structure.

Section 2.07 Specific Exclusions. Specifically, not included as part of a Unit are those structural components lying outside of the principal structure that serve the common interests of all Unit owners and their tenants. Any structural components, plumbing, electrical, mechanical, roadways, mailboxes standards and public or private utility lines running between and connected to the Units are Common Elements.

Section 2.08 Alteration of Plans. Declarant reserves the right to change the lay-out and dimensions of the Buildings and Units as shown on the Plat and floor plans attached hereto and filed in connection herewith. The Declarant shall have the further right to amend this Declaration at its sole discretion for the purpose of recording a Plat or survey depicting the lay-out, location, Unit numbers and dimensions of the buildings and Units as finally located and erected.

Section 2.09 Unit Ownership Formula. Subject to the voting rights of the Declarant as herein provided and as set forth in the By-Laws of the Association, the initial ownership interest and voting rights formula shall be one vote per unit owner or a 1/41st interest for each Unit.

ARTICLE III. SUBJECTING THE REAL ESTATE PARCEL AND THE CONDOMINIUM PROPERTY TO THE ACT

Section 3.01 Subjecting the Real Estate to the Act. The Declarant hereby subjects the Condominium Property described on in paragraph 2.02 above to the provisions of the Act and to this Declaration.

Section 3.02 Number, Location, and Style of Units. The maximum number of Units in the Condominium shall be 41 residential units. The declared Units are positioned as shown on the Condominium Plat, but Declarant reserves the right to change the location if required to achieve the best development in the opinion of Declarant.

ARTICLE IV. COMMON ELEMENTS

Section 4.01 Common Elements. The Common Elements shall consist of the Real Estate Parcel and all Improvements except the individual Units as defined hereunder, including without limitation, the land on which the Buildings are located, utility lines, water and sewer laterals, the roadways, general parking spaces, the trails and pathways, the recreational areas and all landscaping on the Common Areas as shown on the Condominium Plat.

Section 4.02 Ownership of Common Elements. Each Unit Owner shall own an undivided interest in all Common Elements as a tenant-in-common with all other Unit Owners. Except for Limited Common Elements each Unit Owner shall have the right, appurtenant to their respective Unit, to use the Common Elements for all purposes necessary for the use and occupancy of such Unit as permitted by this Declaration, the Bylaws of the Association and the Association Rules and Regulations. The interest of each Unit Owner in the Common Elements appurtenant to each respective Unit shall be equal to the Unit Owner's Percentage Interest. Percentage Interests may be changed by the amendment of this Declaration upon written approval of the Declarant and/or the

Unit Owners in accordance with the terms of this Declaration. The undivided interest in the Common Elements shall not be separated from the Unit with which such undivided interest is appurtenant and shall be deemed to be conveyed, encumbered and leased with such Unit even though such undivided interest is not expressly mentioned or described in the conveyance or other instrument of transfer. All Unit Owner Improvements shall be and remain the exclusive property of each respective Unit Owner and the heirs, successors and assigns of such Unit Owner.

Section 4.03 No Partition of Common Elements. There shall be no partition of the Common Elements unless this Declaration is terminated by all the Unit Owners and the Condominium Property is removed from the provisions of the Act.

Section 4.04 Limited Common Elements. A portion of the Common Elements and facilities are designated on the Plat as "Limited Common Elements." Such Limited Common Elements shall include, but not be limited to a portion of the yard surrounding the residential units and the driveways connecting the residential unit to the Common Area roadways. These Limited Common Elements are shown on the Condominium Plat. The area surrounding each Unit as shown on the Plat as Limited Common Elements shall be reserved for the exclusive use of the Unit Owner or Occupant of the Unit to which they are appurtenant but the maintenance of these areas shall be subject to this Declaration, the Bylaws and the Associations Rules and Regulations.

ARTICLE V. GENERAL PROVISIONS FOR UNITS AND COMMON ELEMENTS

Section 5.01 No Severance of Unit Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting any Unit without including therein both the interest in such Unit and the corresponding Percentage Interest. Any such deed, mortgage, lease or other instrument purporting to include the one without including the other shall be deemed and taken to include the interest so omitted.

Section 5.02 Use of Common Elements. Subject to the exclusive rights of each Unit Owner to the use and enjoyment of the respective Limited Common Elements and Elements as provided in this Declaration, each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Units Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the Bylaws and the Associations Rules and Regulations.

Section 5.03 Maintenance and Repairs.

- (a) **Common Elements.** The Association shall be responsible for the management and control of the Common Elements and, except as provided in Section 5.03(b) below, Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association may provide snow plowing of walkways, driveways, private streets, parking areas; and the maintenance, repair, and replacement of outdoor amenities including the pool, lawns, landscaping, recreational paths, driveways, and parking areas.

- (b) **Limited Common Elements**. To the extent the Association does not provide snow plowing or maintenance, repair or replacement of outdoor amenities within the Limited Common Elements, each Unit Owner shall be responsible for maintaining, repairing, or replacing the Limited Common Elements appurtenant to his or her Unit and otherwise keeping the same in good order and condition. If any Limited Common Element or portion of a Limited Common Element for which a Unit Owner is responsible fails to meet the standards as established by the Unit Owners Association and this Declaration, the Bylaws and the Associations Rules and Regulations , the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Limited Common Element to restore or upgrade the area, and to enter into such Limited Common Element for the purpose of doing so, and the Unit Owners of such Unit to which the Limited Common Element is appurtenant, shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment.
- (c) **Units**. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of their residential Unit except to the extent any repair cost is paid by the Association's insurance policy described in Article X. Each Unit shall at all times be kept in good condition and repair consistent with this Declaration, the Bylaws and the Association Rules and Regulations. If any Unit or portion of a Unit for which a Unit Owner is responsible fails to meet the proscribed standards as established by this Declaration, the Bylaws and the Association's Rules and Regulations, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to the proscribed condition as set forth in this Declaration, the Bylaws and the Association's Rules and Regulations and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment.
- (d) **Damage Caused by Unit Owners**. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a

Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

- (e) **Common Expenses.** Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements, the Limited Common Elements and other areas described in this Section, and administration of the Association shall be deemed to be Common Expenses, including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages. Each Unit Owner shall pay as an Assessment a share of the Common Expenses for maintenance, repair, replacement, administration and operation of the Common Elements in the same proportion as the Unit Owner's Percentage Interests.

Section 5.04 Easements.

- (a) **Encroachments.** If, by any reason of the settling or shifting of any structure, any part of the Common Elements shall encroach upon any part of any Unit, or if any part of any structure improvements shall encroach upon any part of the Common Elements or any other Unit, then valid easements for the maintenance and continuation of such encroachment are hereby established and shall exist for the benefit of and be appurtenant to such Unit, and the Common Elements, as the case may be, for the period of time any such encroachment or any replacement thereof shall remain.
- (b) **Declarant's Reservation and Right to Grant Easements for Utilities and Right to Connect to Utilities.** Declarant hereby reserves for itself and for the Association the right to grant to public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Declarant further reserves for itself and its successors and assigns the right to connect with any of the above-described utility lines, underground

pipes, or other conduits together with access to the Condominium Property for such connection, whether or not the benefitted parcel is contributed to this Condominium.

- (c) **Easement for Construction, Access and Maintenance.** Declarant hereby further reserves for itself and its successors and assigns a right of access over, across and through the Real Estate Parcel including over and across any Common Element for the purpose of transporting construction materials, for making underground or above ground utility connections and any other reasonable use related to the construction of Buildings, Units, Improvements, and amenities in any phase of the Condominium, or the development of the Expansion Parcel whether or not contributed to this Condominium. In addition, Declarant reserves for itself, its successors and assigns and for the benefit of purchasers of Units in future phases of the Condominium, non-exclusive easement for ingress and egress over and across any drive or paved way shown on the Plat.
- (d) **Additional Easements.** During the period of Declarant's control of the Association, the Declarant reserves the right to grant additional easements over the Condominium Property, including the Common Elements, in the name of the Association.
- (e) **Easements to Run With the Land.** All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant and any Unit Owner, purchaser, mortgagee and other person having any interest in the Condominium Property or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium Property to the rights and easements contained in this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as though such rights and easements were set forth in their entirety in such instrument. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 5.04.

Section 5.05 Separate Mortgages of Units. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof, except only that each Unit Owner shall have the right to mortgage or encumber the Unit owned by such Unit Owner, and the Percentage Interest applicable thereto.

Section 5.06 Separate Real Estate Taxes. Each Unit shall be taxed separately to each respective Unit Owner, as provided in the Act. In the event that, for any year, such taxes are not taxed separately to each Unit Owner but are taxed on the Condominium Property in its entirety, then each Unit Owner shall pay that portion of such taxes equal to its Percentage Interest multiplied by the real estate tax bill for the Condominium Property in its entirety.

Section 5.07 Utilities. Each Unit Owner shall be responsible for payment of the cost of wired or wireless data transmission services, telephone, electric, gas, water, sanitary sewer, and all other services and utilities used within or furnished to the Unit.

Section 5.08 Insurance; Unit Owners. Each Unit Owner shall be responsible for obtaining (i) fire, casualty and extended coverage insurance on Unit Owner improvements within such Unit and on all personal property within the Unit, and (ii) personal liability insurance for all conditions and events occurring within the Unit. Each Unit Owner hereby waives and releases any and all claims which may arise against any other Unit Owner, the Association and its Board, officers, agents and employees, the Declarant and its respective employees and agents for damage to the Common Elements, the Units, the Unit Owner improvements or any personal property located in the Common Elements or Units caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

Section 5.09 Negligence of Unit Owner. If, due to the willful or negligent act or omission of a Unit Owner, a guest, a member of the family or a household pet of such Unit Owner, or of an Occupant of such Unit, any damage shall be caused to the Common Elements, or to a Unit owned by others, then to the extent not covered by the Association's insurance, such Unit Owner shall pay for such damage, including repair and replacement, as may be determined by the Board.

Section 5.10 Joint Facilities. To the extent that equipment, facilities, and fixtures within a Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use therefore by the individual Unit Owners shall be subject to the Rules and Regulations of the Board. The authorized representatives of the Board, or the manager or managing agent for the Building, shall be entitled to reasonable access to the Units as may be required in connection with maintenance, repairs, or replacements of fixtures affecting or serving other Units or the Common Elements.

Section 5.11 Maintenance of Utilities. The Association shall be responsible for the proper maintenance and repair of any and all private sanitary disposal services and electric and telephone utilities. Each Unit Owner is responsible through the Association for the pro-rata cost of maintaining, pumping and repairing said utilities such that said utilities shall be kept in good working condition.

Section 5.12 Restrictions on Use, Occupancy and Transfer. In addition to any other limitations or restrictions set forth in the Bylaws or Rules and Regulations, each Unit and every Unit Owner shall be subject to the following restrictions, covenants, and conditions:

- (a) Any Occupant of a Unit with the authority of a Unit Owner or as a lessee shall comply with all restrictions, covenants, and conditions imposed hereunder upon a Unit Owner.
- (b) No Unit Owner may subdivide his or her Unit nor may a Unit Owner alter two or more contiguous Units to create a larger unit.

- (c) No Unit Owner shall cause or permit the Common Elements to be used so as to deny the other Unit Owners the full use of such portion of the Common Elements or Limited Common Elements associated with another Unit Owner's Unit. Entries, exits, walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills, pools, and like objects. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere on the Condominium Property, nor shall vehicles licensed as trailers, vans, campers, camping trucks, house trailers, motorcycles, snowmobiles, boats or similar be stored, parked, or placed in the Condominium other than in designated areas. Bicycles shall be placed only in those areas designated by the Association.
- (d) The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited. Garbage containers shall be situated only in designated locations.
- (e) No antennas for television or aerials for radios shall be erected on any roof or any other portion of the condominium except any community antennas or cable receivers that may be erected by Declarant, the Association or as otherwise approved in advance by the Association.
- (f) The Unit Owners shall not be deemed to own any pipes, wires, conduits, or public utility lines running between the Units that are used for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

Section 5.13 Maintenance and Operation of Sewage Systems.

- (a) **Purpose.** This article of the Declaration is included as expressly required by the Bureau of Plumbing, Division of Safety and Buildings, Wisconsin Department of Industry, Labor and Human Relations (hereafter the "Department"), for the Department's initial and continuing approval of a condominium (or other common ownership) sewerage system as required under Ch. 145, and Ch. H 63, Wis. Adm. Code.
- (b) **Description.** The sewerage system for this condominium is described in general terms as follows: The Condominium is connected to the municipal sewage system.
- (c) **Common Elements.** All pipes, water lines, storm sewers and sewer lines are Common Elements of the Condominium.
- (d) **Responsibility for System.** The Association established by this Declaration under Section 703.15, Wisconsin Statutes, shall have all powers necessary to operate, maintain, and replace the sewerage system in conformance with state law and shall be responsible for such operation, maintenance and replacement. Upon removal of a part or all of the property described in the Declaration and any successive form of

ownership in common by two or more persons or entities of one or more living units with a shared system, the owners of such removed property shall have a legal and financial obligation to cause the shared system to be operated and maintained by a single entity with sufficient legal powers and enforceable assessments for such operation and maintenance. Examples of such entities include, without limitation, a condominium association, a property owner corporation as described in Section 779.70, Wisconsin Statutes, a lawful private sewerage district, a municipal sewerage district or a private utility district charged with the operation of a lawful private sewerage system.

- (e) **Amendments.** Unless the written consent of the Department is obtained, the Declaration, Bylaws of the Association and Articles of Incorporation of the Association shall not be amended in a manner to deprive the Association of the control over the sewage systems for the Condominium and of the power of levy to enforce Assessments for purposes of operating, maintaining or replacing the sewerage systems.
- (f) **Enforcement.** Any Unit Owner that is served by a shared sewage system and may also be enforced by the Department may enforce the provisions of this instrument or county in which the property is located.

Section 5.14 Prohibition Against Structural Changes By Owner. A Unit Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his or her Unit, or in or to the exterior of any Building or any Common or Limited Common Elements and facilities. A Unit Owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any Building or the safety of the Condominium Property, or impair any easement or hereditament without the prior written consent of the Association.

Section 5.15 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Unit Owners and with as little inconvenience to the Unit Owners as is practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense.

ARTICLE VI. ASSOCIATION OF UNIT OWNERS

Section 6.01 Association of Unit Owners. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of the Association which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association

shall be incorporated as a non-stock corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and Bylaws, the Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, Occupants of Units, and all other persons and entities that in any manner use the Condominium or any part thereof shall abide by and be subject to all of the provisions of all Rules and Regulations of the Association, this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

Section 6.02 Voting Rights. Each Unit Owner shall have one vote for each Unit owned. If a Unit is owned by more than one person, the owners thereof are entitled collectively to only one vote. Each Unit shall designate by written notice to the Association the name and address of the person or persons (primary and alternate) entitled to cast the vote on behalf of the Unit.

Section 6.03 Association Personnel. The Association may obtain or pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other persons as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for lighting, trash collection, snow removal and such other common services as may be required for each Unit.

Section 6.04 Declarant Control of Board. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Unit or Common Element interest to purchasers, or (c) thirty (30) days after the Declarant's election to waive its right of control.

Section 6.05 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, have been furnished to the secretary of the Association. The Bylaws may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a

statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VII. ALTERATION AND USE RESTRICTIONS

Section 7.01 Unit Alterations. A Unit Owner may make improvements and alterations within the interior of a Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Unit, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Limited Common Elements or the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

Section 7.02 Use and Restrictions on Use of Unit. Each Residential Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit, except: (1) the lease of a Unit by the Unit Owner; or (2) the use of a Unit as a real estate sales/management office by the Declarant, shall not for this purpose be considered to be a trade or business. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;
- (c) handling his or her personal or business records or accounts in his or her Unit; or,
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.
- (e) Nothing in this Section shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

Section 7.03 Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Article X. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

Section 7.04 Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

- (a) The term of any such lease shall not be less than four (4) months;
- (b) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;
- (c) The lease contains a statement obligating all Occupants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same;
- (d) The lease provides that any default arising out of the Occupant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation;
- (e) The Association may withhold approval of any lease of any Unit upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the Occupant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the Occupant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance; and,
- (f) During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all Occupants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be

responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

The lease restrictions contained in this Section 7.04 shall not apply to Units owned by the Declarant.

ARTICLE VIII. ASSESSMENTS; COMMON EXPENSES; MAINTENANCE FUND

Section 8.01 Assessments.

- (a) **General Assessments.** The Association shall levy monthly general Assessments against the Units for the purpose of maintaining a fund from which Common Expenses may be paid. The Assessments against each Unit shall be assessed in proportion to the Percentage Interest in the Common Elements that is appurtenant to such Unit. Any Assessment not paid when due shall bear interest until paid as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Assessment becomes due as provided in the Act.

- (b) **Special Assessments.** The Association may, whenever necessary or appropriate, levy Special Assessment against the Units for deficiencies in the case of destruction or condemnation; against any Unit or Units for defraying the cost of improvements to the Common Elements; against any Unit for Common Expenses arising from the acts or omissions of any Unit Owner, tenant, or Occupant of such Unit, or any employee, guest, contractor, agent, or invitee of a Unit Owner or tenant or Occupant of such Unit (including, without limitation, increases in the premiums for insurance policies maintained by the Association); against any Unit to remedy any violation by such Unit's Unit Owner of this Declaration, the Association Articles or Bylaws, or Rules and Regulations promulgated hereunder or to collect any fines levied by the Association; or against any Unit or Units for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Any Special Assessments shall be paid at such time and in such manner as the Association may determine. Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

Section 8.02 Liability for Common Expenses. The costs of administration of the Association, insurance, repair, maintenance, landscaping and other expenses of the Common Elements and common services provided to the Unit Owners shall be paid for by the Association. The Association shall make Assessments or Special Assessments against the Unit Owners as well as the Units themselves, for such Common Expenses in accordance with the Unit Owner's Percentage Interest in the manner provided in the Bylaws of the Association. No Unit Owner may exempt himself or herself or his or her Unit ownership from liability for his or her contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Element or Limited Common Elements and facilities or services or by the abandonment of his or her Unit, and no conveyance shall relieve the Unit Owner, grantor or his or her Unit of such liability, and he or she shall jointly, severally, and personally be liable along with his or her grantee in any such conveyance for the Common Expenses incurred up to the date of sale, until all Common Expenses charged to his or her Unit have been paid. All Common Expenses and Assessments (including Special Assessments), when due, shall immediately become a personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act, without the necessity of filing such lien, and this provision shall constitute notice to all successors of title to Units.

Section 8.03 Preparation of Estimated Budget. In accordance with the Bylaws, the Board shall estimate the total amount necessary to pay the costs of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, any common utilities and the Common Expenses which will be required during the ensuing fiscal year (the "Estimated Cash Requirements") for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements (whether allocated to a statutory reserve account or non-statutory reserve account), and shall, as provided by the Bylaws, notify each Unit Owner in writing as to the Unit Owner's Assessment, with reasonable itemization thereof. The Estimated Cash Requirements shall be assessed to the Unit Owners in accordance with the Unit Owner's Percentage Interest. At such intervals determined by the Board of Directors, each Unit Owner shall be obligated to pay the Assessment made pursuant to this section. Not less than fifteen (15) days prior to the date of the annual meeting specified in the Bylaws, the Board shall furnish to all Unit Owners an itemized accounting of the Common Expenses for the previous fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. If within fifteen (15) days after the annual meeting, a petition is presented to the Board protesting such charges or the budget upon which they are based and the petition is signed by Members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the Board shall notify all Members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges; and such revised budget and corresponding charges shall replace for all purposes the one previously established, provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two (2) years and provided further that if a budget and charges have not been established and made for any two (2) preceding years, then the budget and charges may not be revised downward until two (2) years of experience exist. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited toward the reserves

of the Association of the Association, and any net shortage shall be allocated to the Unit Owners in accordance with the Percentage Interest and billed to the Unit Owners as part of the next regular installment of Assessment falling due.

Section 8.04 Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate that may become necessary during the year shall be charged first against such reserve. If such estimated cash requirement proves inadequate for any reason, including nonpayment of any Unit Owner's Assessment, the Board may, at any time, levy a further Assessment or Special Assessment, which shall be assessed to the Unit Owners in accordance with their Percentage Interest. The Board shall serve notice of such further Assessment on all Unit Owners by a statement in writing, giving the amount and reasons therefore, and such further Assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further Assessment. All Unit Owners shall be obligated to pay the adjusted quarterly amount.

Section 8.05 Budget for First Year. When the initial Board elected hereunder takes office, it shall determine the Estimated Cash Requirement, for the period commencing thirty (30) days after said election and ending on the last day of the fiscal year in which said election occurs. Assessments shall be levied against the Unit Owners during such period as provided in Section 8.02 of this Article.

Section 8.06 Failure to Prepare Annual Budget. The failure or delay of the Board in preparing or serving the annual or adjusted estimated budget on the Unit Owners shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves as herein provided whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Unit Owners shall continue to pay the monthly maintenance charge at the then-existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimated budget shall have been mailed or delivered.

Section 8.07 Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing at such reasonable time or times during normal business hours of weekdays as may be required by the Unit Owner. Upon ten (10) days' notice to the Board, any Unit Owner shall be furnished a statement of account showing the amount of any unpaid assessments or other charges due and owing from such Unit Owner. Any encumbrancer from time to time may request, in writing, a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by such encumbrance, and, unless the request shall be complied with within thirty (30) days, all unpaid Common Expenses shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien to a Unit may pay any unpaid Common Expenses payable with respect to such Unit,

and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of such encumbrance.

Section 8.08 Status of Collected Funds. All funds collected hereunder shall be held and expended, for the purposes designated herein and (except for such special Assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in accordance with their Percentage Interest.

Section 8.09 Collection of Assessments and Other Charges. A Unit Owner shall be obligated to pay all Assessments that shall become due and payable against the respective Unit for the period commencing on such Unit Owner's Record Owner Date for such Unit and continuing until a successor-in-title becomes the record owner of such Unit. Annual Assessments shall be paid quarterly unless and until the Association determines a different periodic payment. If any Assessment or installment thereof or any other sum owing to the Association is not paid on or before the date when due, which date is herein referred to as the "Delinquency Date," then all such indebtedness shall be delinquent. Thereafter, on written demand by the Association to the Unit Owner, the entire unpaid balance of all Assessments and the entire unpaid balance of any other sum owing to the Association shall also become delinquent and thereupon shall be immediately due and payable in full. Delinquent Assessments and any other delinquent sums owing to the Association and charged against a Unit shall be a continuing lien on such Unit as an equitable charge running with the land and shall be binding upon the Unit Owner and the grantees, heirs, administrators, personal representatives, executors, legal representatives, successors and assigns of such Unit Owner; provided, however, said lien for delinquent Assessments shall be subject and subordinate to the lien of any first mortgage lender recorded against said Unit. The obligation to pay an Assessment against a Unit and to pay any other sum owing to the Association and charged against a Unit shall also be a personal obligation to the Unit Owner. In the event more than one person is the record Owner of a Unit, than all such persons shall be jointly and severally liable for all Assessments against such Unit and for all other sums owing to the Association and charged against such Unit. The lien of any delinquent Assessment and any other delinquent sums owing to the Association shall attach to rents due and owing to a Unit Owner from tenants in possession of such a Unit, provided that such lien shall be subordinate to an assignment of rents held by a first mortgagee of such Unit delivered in connection with such mortgage loan secured by such Unit.

If any Assessment and any other sum owing to the Association is not paid within thirty (30) days after the Delinquency Date, the assessment and any such other sum shall bear interest from and after the Delinquency Date at the rate of Twelve Percent (12%) per annum or the maximum rate of interest per annum permitted by the usury laws of the State of Wisconsin, whichever is less, and the Association may (i) bring an action against the Unit Owner personally obligated to pay such Assessment and any other sum owing to the Association; (ii) bring an action to foreclose the lien against such Unit; and (iii) intervene as a third party in any action to foreclose any other lien against the Unit; or any one or more of (i), (ii), or (iii), and there shall be added to the amount of such Assessment all the costs of collecting the Assessment and any other sum owing to the Association, including, but not limited to, attorneys' fees and title report costs and other costs associated with

preparing and filing a complaint and maintaining and concluding such action. In the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the Assessment and any other sum owing to the Association, together with reasonable attorneys' fees to be fixed by the court and all costs of the action. The Association shall have the power to bid and acquire a Unit at any sale resulting from the foreclosure of any Assessment and any other sum owing to the Association or resulting from the foreclosure of any mortgage or other lien against any Unit. No Unit Owner is exempt from liability for payment of such Unit Owner's Assessment for Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of such Unit.

Section 8.10 Foreclosure. In the event of the foreclosure of a lien for unpaid Common Expenses, the Unit Owner who is the defendant in such proceeding shall be required to pay to the Association, as the case may be, all charges and Assessments for Common Expenses during any such period after the entry of a judgment for foreclosure and prior to the eviction or vacation of the Unit by such Unit Owner.

Section 8.11 Assessments Against Units Owned by Declarant. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than the Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, payment of any reserve fund Assessments against any Unit owned by Declarant may be deferred until the first conveyance of such Unit.

Section 8.12 Statutory Reserve Account. The Declarant has elected not to establish a statutory reserve account in accordance with Section 703.163(3)(c) of the Act. The establishment of a statutory reserve account in accordance with Section 703.163 of the Act shall be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after the expiration of the Declarant's control of the Association as provided in Section 6.04 above.

ARTICLE IX. RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

Section 9.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged,

whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

Section 9.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (i) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications, and (ii) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

Section 9.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements or the Limited Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

Section 9.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.1 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged Property has been completely restored or repaired.

Section 9.05 Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

Section 9.06 Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

Section 9.07 Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its

condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE X. INSURANCE

Section 10.01 Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX. In the event of partial or total destruction of a Building or Buildings and the determination to repair or reconstruct such Building or Buildings in accordance with Article IX hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof. If it is determined to not reconstruct or repair, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear, in the manner provided by the Act.

Section 10.02 Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a severability of interest or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

Section 10.03 Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association may require or maintain fidelity coverage against dishonest acts by any person

responsible for handling the funds belonging to or administered by the Association. With respect to any such insurance, the Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. Any premiums for such insurance shall be Common Expenses.

Section 10.04 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

Section 10.05 Standards for All Insurance Policies. All insurance policies provided under this Article X shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE XI. RESTRICTIONS, RULES AND REGULATIONS

Section 11.01 Units Subject to Rules and Regulations. The Units, Common Elements and Limited Common Elements shall be occupied and used in accordance with and subject to the following and such other Association Rules and Regulations established by the Board, which may be amended from time to time as provided in the Bylaws of the Association and shall also be subject to the restrictions contained in this Article XI.

Section 11.02 Purpose. In order to preserve the natural setting and beauty of the Condominium Property, to establish and preserve a harmonious and aesthetically pleasing design for the Condominium Property, and to protect and promote the value of the Condominium Property, and all structures located therein or thereon shall be subject to the restrictions set forth in this Article XI. Every grantee of any interest in the Condominium Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article XI.

Section 11.03 Signs. No signs or advertising posters of any kind (including realty "for sale" signs) shall be maintained or permitted within any windows or on the exterior of any improvements located within the Condominium Property without the express written permission of the Board. The

approval of any signs and posters, including, without limitation, name and address signs, shall be upon such considerations as may be from time to time determined by the Board and such approval may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this Section 11.03 shall not apply to Declarant. In addition, the Board, shall have the right to erect reasonable and appropriate signs on any portion of the Common Elements.

Section 11.04 Antennas. No television antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Condominium Property or a Unit without the prior written consent of the Board provided, however, that the Board's consent shall not be required if such consent would violate the Federal Communications Commission regulations. Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Condominium Property.

Section 11.05 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Unit Owner upon any portion of the Condominium Property or within any Unit, provided that not more than three (3) generally recognized house pets (excluding fish) may be kept in each of the Units only, subject to Rules and Regulations adopted by the Board and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Upon the written request of any Unit Owner, the Board may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section, a particular pet is a generally recognized house pet or whether such pet is a nuisance. The Board shall have the right to require the owner of a particular pet to remove such pet from the Condominium Property if such pet is found by the Board to be a nuisance or to be in violation of these restrictions. No structure for the housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements or Limited Common Elements. Pets shall be under leash at all times when walked or exercised in any portion of the Common Elements, and no pet excrement shall be left on any portion of the Common Elements but shall be promptly removed by the owner of such pet.

Section 11.06 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Common Areas or a Unit, nor shall any nuisance or odors be permitted to exist or operation upon or arise from any Unit so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Condominium Property. Noxious or offensive activities shall not be carried or anywhere on the Condominium Property.

Section 11.07 Motor Vehicles, Trailers, Boats, Etc. All automobiles owned or used by Unit Owners or occupants other than temporary guests and visitors shall be parked in areas as established by the Association. The Board shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking anywhere within the Condominium Property of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat

trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices.

Furthermore, although not expressly prohibited hereby, the Board may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them from being kept, placed, stored, maintained, or operated upon any portion of the Condominium Property if, in the opinion of the Board, such prohibition shall be in the best interests of the Condominium Property.

No Unit Owners or other occupants of any portion of the Condominium Property shall repair or restore any vehicle of any kind upon or within the Condominium Property except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Declarant hereby reserves the right (without any obligation to do so) to designate a portion of the Common Elements as a parking area for boat trailers, motor homes, and similar vehicles.

Section 11.08 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the development, completion, improvement, and sale of Units and other real estate and other business conducted by the Declarant or any affiliate of the Declarant, including, without limitation, the installation and operation of sales offices, signs and model Units, all as may be approved by the Declarant from time to time.

Section 11.09 Multiple Ownership. No Unit may be sold or owned under any time-sharing, time-interval ownership, or similar right-to-use programs.

ARTICLE XII. SALE OR OTHER ALIENATION

Section 12.01 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefore. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Board and Board or the managing agent of the Association, as the case may be, setting forth the amount of the unpaid Assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. The Board shall have the right to charge a reasonable fee for such statements.

Section 12.02 Repurchase Option. During the period of Declarant's control as provided in Section 6.04, Declarant hereby reserves for itself, its successors and assigns the right and option to purchase any Unit within the Condominium which is offered for sale by the Owner thereof, such option to be

at the price and on the terms and conditions of any bona fide offer for such Unit which is acceptable to such Owner and which is made to such Owner by a third party (or any offer made by such Owner that is acceptable to a third party). Upon the receipt (or making) of any such offer by an Owner, such Owner shall promptly submit a copy of the same to the Declarant, and the Declarant shall have a period of fourteen (14) days from and after Declarant's actual receipt of such copy from such Owner in which to exercise its purchase option by giving such Owner written notice of such exercise. If Declarant fails to respond or to exercise such purchase option within said fourteen (14) day period, Declarant shall be deemed to have waived such purchase option. If Declarant declines to exercise such option, Declarant shall execute an instrument evidencing its waiver of such purchase option, which instrument shall be in recordable form. In the event that Declarant does not exercise its purchase option and such sale to a third party is not consummated on such terms within six (6) months of the date on which the offer is transmitted to the Declarant, the terms and limitations of this Section 12.02 shall again be imposed upon any sale by such Owner. If Declarant shall elect to purchase such Unit, the transaction shall be consummated within sixty (60) days following delivery of written notice by Declarant to such Owner of Declarant's decision to so purchase such Unit.

ARTICLE XIII. REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 13.01 Abatement and Enjoyment. The violation or breach of any covenant, condition or restriction contained in this Declaration, or the violation of any Bylaw or any of the Association Rules and Regulations or any provision of the Act, shall give the Board the following rights:

- (a) To enter upon any part of the Condominium Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Declarant, the Board or its agents, shall not thereby be deemed guilty in any manner of trespass; and,
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The foregoing provisions shall also apply to the breach of any restriction of record and shall empower the holder of the enforceable interest under said restriction to act in the manner hereinbefore provided.

Section 13.02 Remedies. The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Oak Creek, or the County of Milwaukee to enforce any zoning codes, ordinances, regulations,

or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VIII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XIV. AMENDMENTS TO DECLARATION

Section 14.01 Amendments. Generally, the provisions of Article III, Article IV, and this Article XIV of this Declaration may be amended or rescinded by an instrument setting forth the amendment or rescission signed and acknowledged by the Board and all Unit Owners and by the first mortgagees of any such Unit (or the holder of an equivalent security interest). Other provisions of this Declaration may be amended by an affirmative vote of not less than three-fourths (3/4ths) of all votes entitled to be cast by the Unit Owners and/or Declarant, provided that the affirmative vote of a Unit Owner is not effective unless such affirmative vote is approved by the first mortgagee of record with respect to such Unit and further provided that this Article XIV may not be amended without the written consent of the Declarant for so long as the Declarant owns any Unit. No amendment shall alter or abrogate the rights of the Declarant as contained in this Declaration without the written consent of the Declarant. Copies of the amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his or her address on file with the Association.

Notwithstanding the foregoing provision for amendment, neither this Declaration, nor the Bylaws or Rules and Regulations of the Association shall be amended, modified or adopted so as to prohibit the occupancy and use of the Units on a day-to-day basis by an Owner, guests or tenant without the consent of the Declarant for so long as the Declarant is an owner of a Unit. Any change, modification or rescission shall be effective upon recording of such instrument in the Office of the Register of Deeds for Milwaukee County, Wisconsin; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Section 14.02 Amendments for Alteration of Plans. Notwithstanding any provision in this Declaration to the contrary, this Declaration may be amended by the Declarant as provided in Article II and Article III.

ARTICLE XV. RIGHT OF DECLARANT TO DISPOSE OF UNITS

Section 15.01 Right of Declarant to Dispose of Units. Declarant shall have the right to sell or otherwise dispose of Units by deed, land contract, or other form of installment sale, or by such other means of conveyance as they may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any Unit as the result of the default of a purchaser under a land contract, installment sale, or mortgage, Declarant shall be free to dispose of any such Unit by any means whatsoever. Nothing herein contained shall in any way restrict Declarant's rights to rent Units not sold or otherwise disposed of.

ARTICLE XVI GENERAL PROVISIONS

Section 16.01 Notice to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded first mortgage, land contract or trust deed which is a lien upon any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage, land contract or trust deed. The Association shall have the right to charge the Unit Owner a reasonable fee with respect to the notices requested hereunder.

Section 16.02 Services of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

Section 16.03 Covenants to Run With Land. Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under an agreement for a Condominium Deed or under any Land Contract or contract for any deed of conveyance, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and

shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 16.04 Non-Waiver of Covenant. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any lapse of time.

Section 16.05 Waiver of Damages. The Declarant shall not be liable for any claim whatsoever arising out of, or by reason of, any actions performed pursuant to any authority reserved, granted or delegated to Declarant by, or pursuant to, this Declaration or in any other capacity in which Declarant may act, whether or not such claim (a) shall be asserted by any Unit Owner, Occupant, the Board, the Association, the Board or by any person claiming through any of them; or (b) shall be asserted on account of any alleged injury to person or damage to or loss of property wherever located and however caused. The foregoing enumeration includes, but is not limited to, all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects or by reason of any act or neglect of Declarant or of any Unit Owner, the Board, the Association, the Board, the managing agent or their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function, or disrepair of, any utility services.

Section 16.06 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid by a court of competent jurisdiction.

Section 16.07 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then any such provision shall continue only until twenty (20) years after the death of the last survivor of the now-living lawful descendants of the President of the United States of America holding office on the date of this Declaration.

Section 16.08 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential condominium. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, or any rules and regulations of the Association, or between or among any of them, this Declaration shall be considered the controlling document, followed in order by the Articles, the Bylaws, and any rules and regulations of the Association.

Section 16.09 Indemnity. The members of the Board and the officers of the Association, as well as the Members of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members and officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners, the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners and the Association. The liability of any Unit Owner arising out of any contract made by such members of the Board and/or Board and officers or arising out of the aforesaid indemnity shall be limited to the Percentage Interest of such Unit Owner. Each agreement made by such members of the Board or officers or by the managing agent on behalf of the Unit Owners, the Association shall be executed by such members of the Board or the Association.

Section 16.10 Partition of Common Elements Prohibited. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that, if any Unit is owned by two or more co-owners as tenants in common or as joint tenants, nothing contained here shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided.

Section 16.11 Service of Process. The name and address of the registered agent under Section 703.23 of the Wisconsin Statutes is: vBRCS, LLC, 411 East Wisconsin Avenue, Suite 1000, Milwaukee, WI 53202, or at the home address of the President of the Board as may be reflected on the records of the Association from time to time. The Board may designate any successors as may be required to the aforementioned party at any Board meeting.

Section 16.12 Address of the Condominium. Addresses of the Condominium Units are located at: 10730 S Howell Avenue, Oak Creek, WI, 53154.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of the date first written above.

DECLARANT

Residences at Oak View, LLC

By:

[Signature]
David A. DiSanto, Manager

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
COUNTY OF Cook)

Personally came before me on this 13 day of September, 2021, the above-named David A. DiSanto, as the Manager of Residences at Oak View, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Name: Lori A. Puca
Notary Public, State of Illinois
My Commission expires: 11/22/2025



This document was drafted by:
Attorney Steven R. Sorenson
von Briesen & Roper, s.c.
55 Jewelers Park Drive, Suite 400
Neenah, WI 54956
Office: (920) 232-4846
Fax: (920) 232-4889
E-Mail: ssorenson@vonbriesen.com

EXHIBIT A
LEGAL DESCRIPTION

That certain twenty (20) acres located in the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 165.41 feet to the Point of Beginning; thence continue South 1°13'09" East along said west line 308.67 feet; thence North 88°45'41" East, 163.94 feet; thence South 01°14'19" East 10.83 feet; thence North 87°48'27" East 36.04 feet; thence North 47°57'28" East 21.27 feet; thence North 88°45'41" East 42.36 feet; thence South 01°14'19" East 244.09 feet; thence North 80°49'40" East 243.00 feet; thence North 02°11'39" West 67.50 feet; thence North 87°59'15" East 41.72 feet; thence North 02°09'55" West 9.92 feet; thence South 89°59'43" East 54.58 feet; thence South 01°14'19" East 2.21 feet; thence North 88°46'25" East 158.64 feet to the west line of Georgetown Commons West Addition No.1 subdivision thence North 01°14'16" West along said west line 464.60 feet to the south line of Block 13, of Country Creek VI subdivision; thence South 89°33'15" West, along said south line and the south line of Certified Survey Map No. 6591 (recorded as South 89°32'32" West), and the westerly extension thereof, 721.77 feet to the Point of Beginning.

Containing 330,060 square feet / 7.577 acres of land, more or less.

EXHIBIT B
UNIT NUMBERS AND ADDRESSES

<u>Unit No.</u>	<u>Address</u>
1	89 E. Huron Street, Oak Creek, WI 53154
2	115 E. Huron Street, Oak Creek, WI 53154
3	129 E. Huron Street, Oak Creek, WI 53154
4	153 E. Huron Street, Oak Creek, WI 53154
5	10796 S. Meade Drive, Oak Creek, WI 53154
6	10786 S. Meade Drive, Oak Creek, WI 53154
7	10791 S. Meade Drive, Oak Creek, WI 53154
8	152 E. Huron Street, Oak Creek, WI 53154
9	128 E. Huron Street, Oak Creek, WI 53154
10	114 E. Huron Street, Oak Creek, WI 53154
11	88 E. Huron Street, Oak Creek, WI 53154
12	87 E. Ontario Street, Oak Creek, WI 53154
13	113 E. Ontario Street, Oak Creek, WI 53154
14	127 E. Ontario Street, Oak Creek, WI 53154
15	149 E. Ontario Street, Oak Creek, WI 53154
16	10781 S. Meade Drive, Oak Creek, WI 53154
17	10782 S. Meade Drive, Oak Creek, WI 53154
18	10772 S. Meade Drive, Oak Creek, WI 53154
19	10776 S. Meade Drive, Oak Creek, WI 53154
20	10765 S. Meade Drive, Oak Creek, WI 53154
21	150 E. Ontario Street, Oak Creek, WI 53154
22	126 E. Ontario Street, Oak Creek, WI 53154
23	112 E. Ontario Street, Oak Creek, WI 53154
24	86 E. Ontario Street, Oak Creek, WI 53154
25	10764 S. Superior Place, Oak Creek, WI 53154
26	10771 S. Superior Place, Oak Creek, WI 53154
27	10757 S. Superior Place, Oak Creek, WI 53154
28	10749 S. Superior Place, Oak Creek, WI 53154

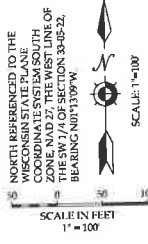
29 10748 S. Superior Place, Oak Creek, WI 53154
30 85 E. Meade Drive, Oak Creek, WI 53154
31 111 E. Meade Drive, Oak Creek, WI 53154
32 125 E. Meade Drive, Oak Creek, WI 53154
33 147 E. Meade Drive, Oak Creek, WI 53154
34 10751 S. Meade Drive, Oak Creek, WI 53154
35 156 E. Meade Drive, Oak Creek, WI 53154
36 142 E. Meade Drive, Oak Creek, WI 53154
37 114 E. Meade Drive, Oak Creek, WI 53154
38 100 E. Meade Drive, Oak Creek, WI 53154
39 74 E. Meade Drive, Oak Creek, WI 53154
40 62 E. Meade Drive, Oak Creek, WI 53154
41 36 E. Meade Drive, Oak Creek, WI 53154

EXHIBIT C
COPY OF PLAT MAP

See attached Copy of Plat Map, below.

RESIDENCES AT OAK VIEW CONDOMINIUM II

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



LEGEND:

- = 1" O.D. Re-Bar Found
- = 1-1/4" O.D. Iron Pipe Found
- △ = Mag Nail Found
- = Section Corner
- P.O.B. = Point of Beginning
- R/W = Right of Way
- P/L = Property Line



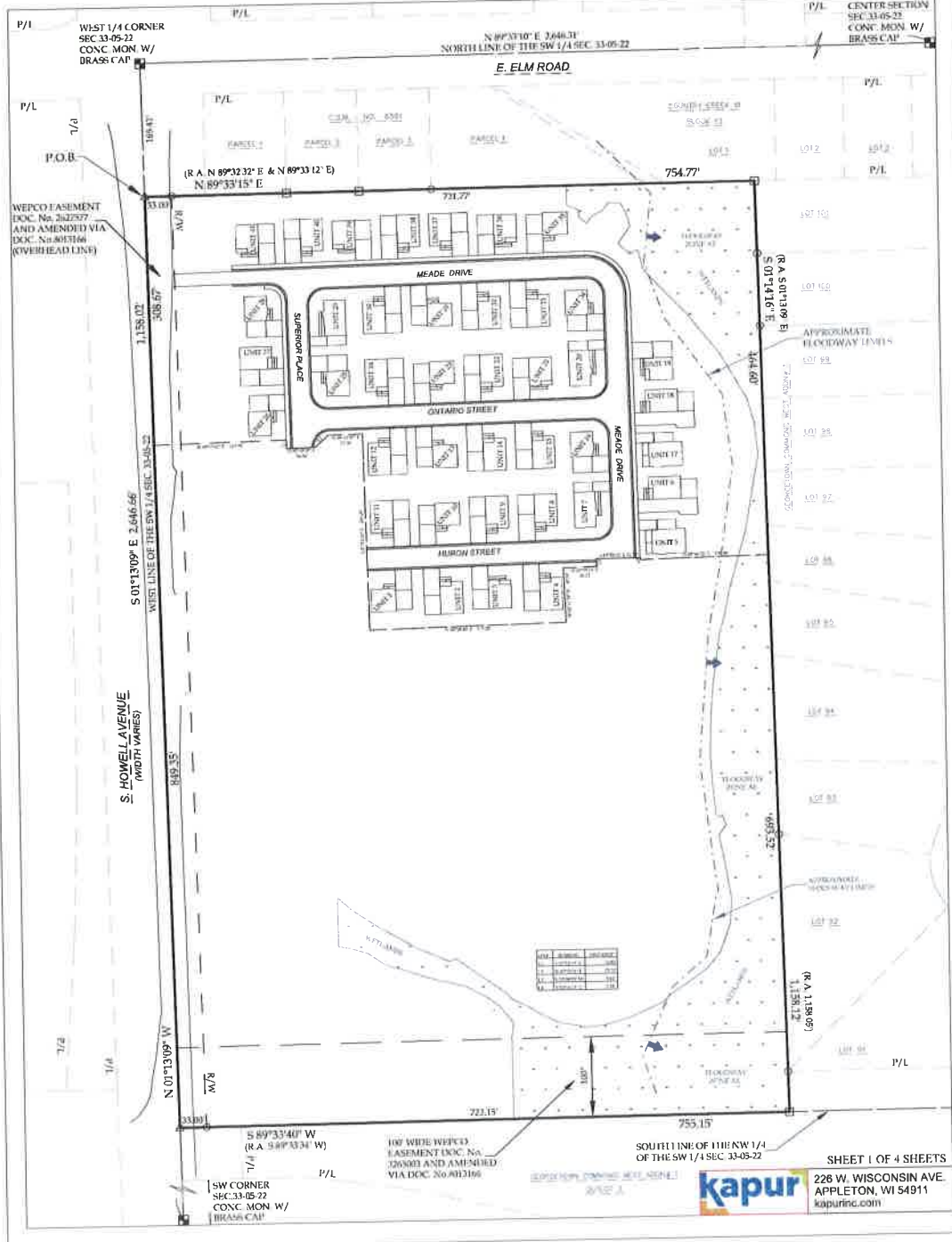
NOTES:

The entire area of "Residences at Oak View Condominium II" is common element, except the units and limited common elements as shown on the plat. This sheet depicts the location of the buildings. (See Sheets 2 of 4, 3 of 4 and 4 of 4, for the unit dimensions and the location of limited common elements.) Field work completed on December 11, 2018.

NOTES:

Approximate Flood Zone AE, as shown hereon, depicted by scaled map location, per Flood Insurance Rate Map #55079C0231E. Wetland delineation performed by Wetland & Waterway Consulting, LLC, on October 26, 2018.

(FOR RECORDING INFORMATION)



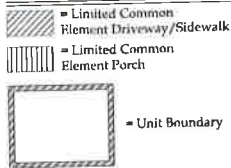
SHEET 1 OF 4 SHEETS
226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com



RESIDENCES AT OAK VIEW CONDOMINIUM II

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

LEGEND:



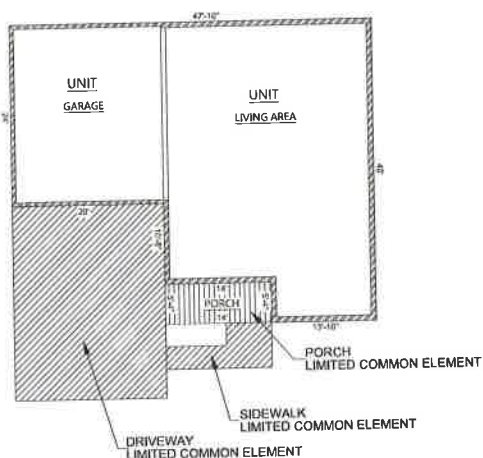
LIMITED COMMON ELEMENTS:

Elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

1. Those common elements, if any, identified as limited common elements on the condominium plat.
2. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
3. Paved driveway and off-street parking areas adjoining and appurtenant to or normally exclusively used by the occupants of a unit.
4. Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit.



NOTES:
 Floor plans have been prepared using measurements of buildings from architectural plans. Existing physical boundaries of any unit, limited common element or common element constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building, regardless of minor variations between physical boundaries as described in the declaration and as shown on the condominium plat and the actual physical boundaries of any such unit or common element as finally constructed.

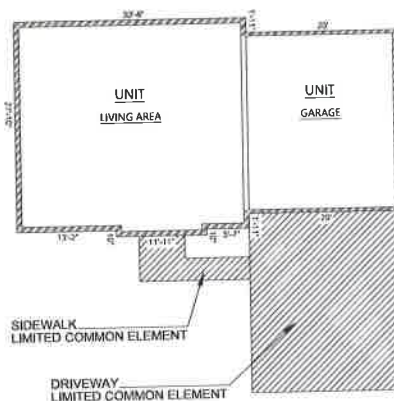


FOUNDATION PLAN - EL PASO MODEL

UNITS: 2,4,5,11,12,14,16,19,21,27,28,30,33,36,38,44,45,
 47,49,51,53,55,56,63,65,68,71,73,74,78,79,81

FIRST FLOOR LIVING AREA1,039 SQ. FT.
 SECOND FLOOR LIVING AREA1,037 SQ. FT.
 GARAGE AREA480 SQ. FT.

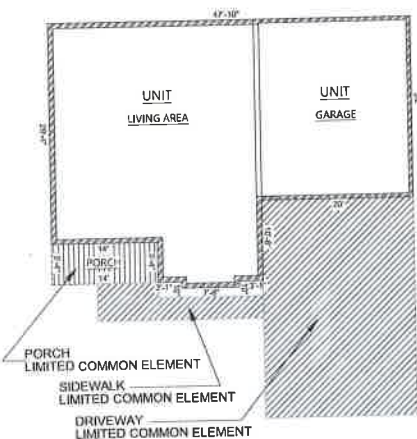
(AREAS SHOWN HEREON ARE APPROXIMATE)



FOUNDATION PLAN - FLORIDIAN MODEL

UNITS: 9,13,15,18,22,23,24,29,31,32,35,39,40,46,48,50,54,
 57,64,66,67,69,72,75,76,83

FIRST FLOOR LIVING AREA865 SQ. FT.
 SECOND FLOOR LIVING AREA865 SQ. FT.
 GARAGE AREA480 SQ. FT.

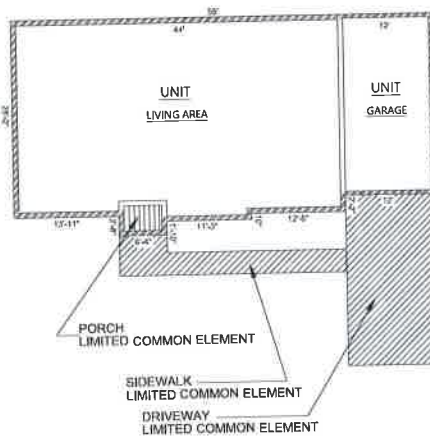


FOUNDATION PLAN - TENTON MODEL

UNITS: 1,3,6,8,20,37,60,62,77,80,82

FIRST FLOOR LIVING AREA897 SQ. FT.
 SECOND FLOOR LIVING AREA897 SQ. FT.
 GARAGE AREA480 SQ. FT.

SCALE: 1" = 12'
 (AREAS SHOWN HEREON ARE APPROXIMATE)



FOUNDATION PLAN - JEFFERSON MODEL

UNITS: 10,17,26,34,43,52,61,70

FIRST FLOOR LIVING AREA1,178 SQ. FT.
 GARAGE AREA288 SQ. FT.

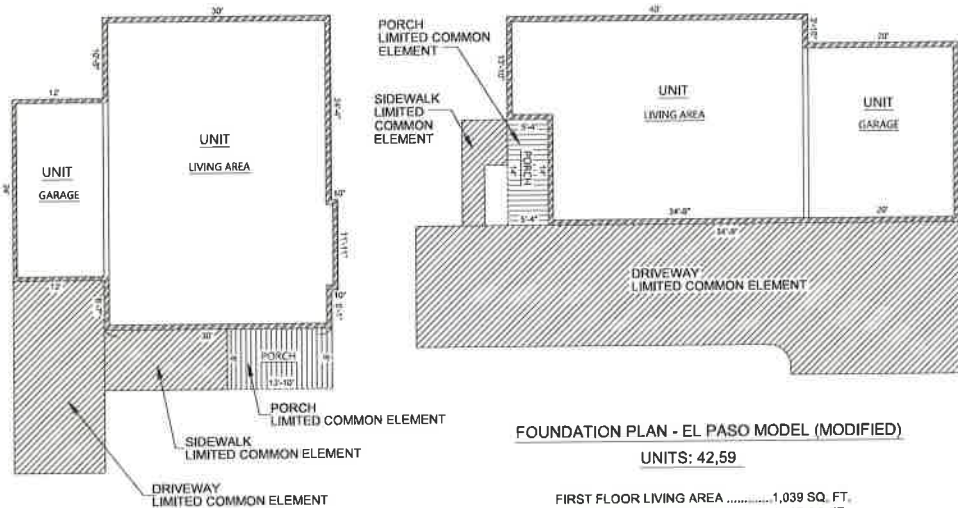
NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLANS AS SHOWN ABOVE.



SHEET 2 OF 4 SHEETS
 226 W. WISCONSIN AVE.
 APPLETON, WI 54911
 kapurinc.com

RESIDENCES AT OAK VIEW CONDOMINIUM II

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.



FOUNDATION PLAN - KIMBERLY MODEL

UNITS: 7,25,41,58

FIRST FLOOR LIVING AREA1,250 SQ. FT.
GARAGE AREA288 SQ.FT.

(AREAS SHOWN HEREON ARE APPROXIMATE)

FOUNDATION PLAN - EL PASO MODEL (MODIFIED)

UNITS: 42,59

FIRST FLOOR LIVING AREA1,039 SQ. FT.
SECOND FLOOR LIVING AREA1,037 SQ.FT.
GARAGE AREA480 SQ.FT.

SCALE: 1" = 12'

NOTE: THE CONDOMINIUM UNIT AS CONSTRUCTED MAY BE THE MIRROR IMAGE OF THE PLAN AS SHOWN HEREON.

LEGEND:

- = Limited Common Element Driveway/Sidewalk
- = Limited Common Element Porch
- = Unit Boundary

LIMITED COMMON ELEMENTS:

- Elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such unit. They include, without limitation, the following:
1. Those common elements, if any, identified as limited common elements on the condominium plat.
 2. Patios, balconies, and decks immediately adjacent to and having access directly from a unit.
 3. Paved driveway and off-street parking areas adjoining and appurtenant to or normally exclusively used by the occupants of a unit.
 4. Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN
MILWAUKEE COUNTY) SS

I, Brian E. Sandberg, Professional Land Surveyor, do hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

Per Title Policy:

That certain twenty (20) acres located in the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows: The West Twenty (20) acres of the South Seventy (70) acres of the North One-half (1/2) of the South West One-Quarter (1/4) of Section 33, Township 5 North, Range 22 East. Excepting therefrom, a Sixty-six (66) foot right of way for purposes of access from said Howell Avenue (also known as State Highway 38) to the East Fifty (50) acres, said right of way to commence at Howell Avenue at a point to be determined between 495 feet and 693 feet South of the North boundary of the George Sagins farm, and to proceed Easterly a distance of approximately 775 feet to the Western boundary of said East 50 acres, subject to easement of South 100 feet to Wisconsin Power and Electric Company.

And more particularly described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 165.41 feet to the Point of Beginning; thence continue South 1°13'09" East along said west line 308.67 feet; thence North 88°45'41" East, 163.94 feet; thence South 01°14'19" East 10.83 feet; thence North 87°48'27" East 36.04 feet; thence North 47°57'28" East 21.27 feet; thence North 88°45'41" East 42.36 feet; thence South 01°14'19" East 244.09 feet; thence North 80°49'40" East 243.00 feet; thence North 02°11'39" West 67.50 feet; thence North 87°59'15" East 41.72 feet; thence North 02°09'55" West 9.62 feet; thence South 89°59'43" East 54.58 feet; thence South 01°14'19" East 2.21 feet; thence North 88°46'25" East 138.64 feet to the west line of Georgetown Commons West Addition No. 1 subdivision; thence North 01°14'16" West along said west line 464.60 feet to the south line of Block 13, of Country Creek VI subdivision; thence South 89°33'15" West, along said south line and the south line of Certified Survey Map No. 6391 (recorded as South 89°32'32" West), and the westerly extension thereof, 721.77 feet to the Point of Beginning.

Containing 330,060 square feet / 7.577 acres of land, more or less.

I further certify:

That by the direction of the Declarant, I have surveyed and mapped the land shown hereon.

That this is a true and correct representation of all of the exterior boundaries of the land surveyed and the condominium described to the best of my knowledge and belief and that this survey complies with Chapter AE-7, of the Wisconsin Statutes and shows the location of any unit or building located or to be located on the property.

That the identification and location of each unit, the limited common elements for each unit, and the condominium common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and the approximate dimensions and floor areas thereof.

That I have fully complied with the provisions of Chapter 703 of the Wisconsin State Statutes in surveying and mapping the same.

Dated this 3rd day of September, 2021.
Brian E. Sandberg
Brian Sandberg S-2390



DECLARANT:
RESIDENCES AT OAK VIEW, LLC
C/O MODHOME, LLC
654 N. PARK BLVD
GLENN ELLYN, IL 60137
DAVID DISANTO (MANAGER OF DECLARANT)

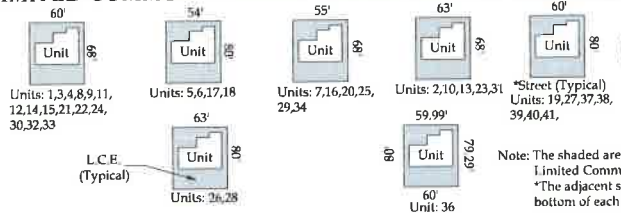
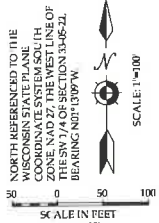


SHEET 3 OF 4 SHEETS
226 W. WISCONSIN AVE.
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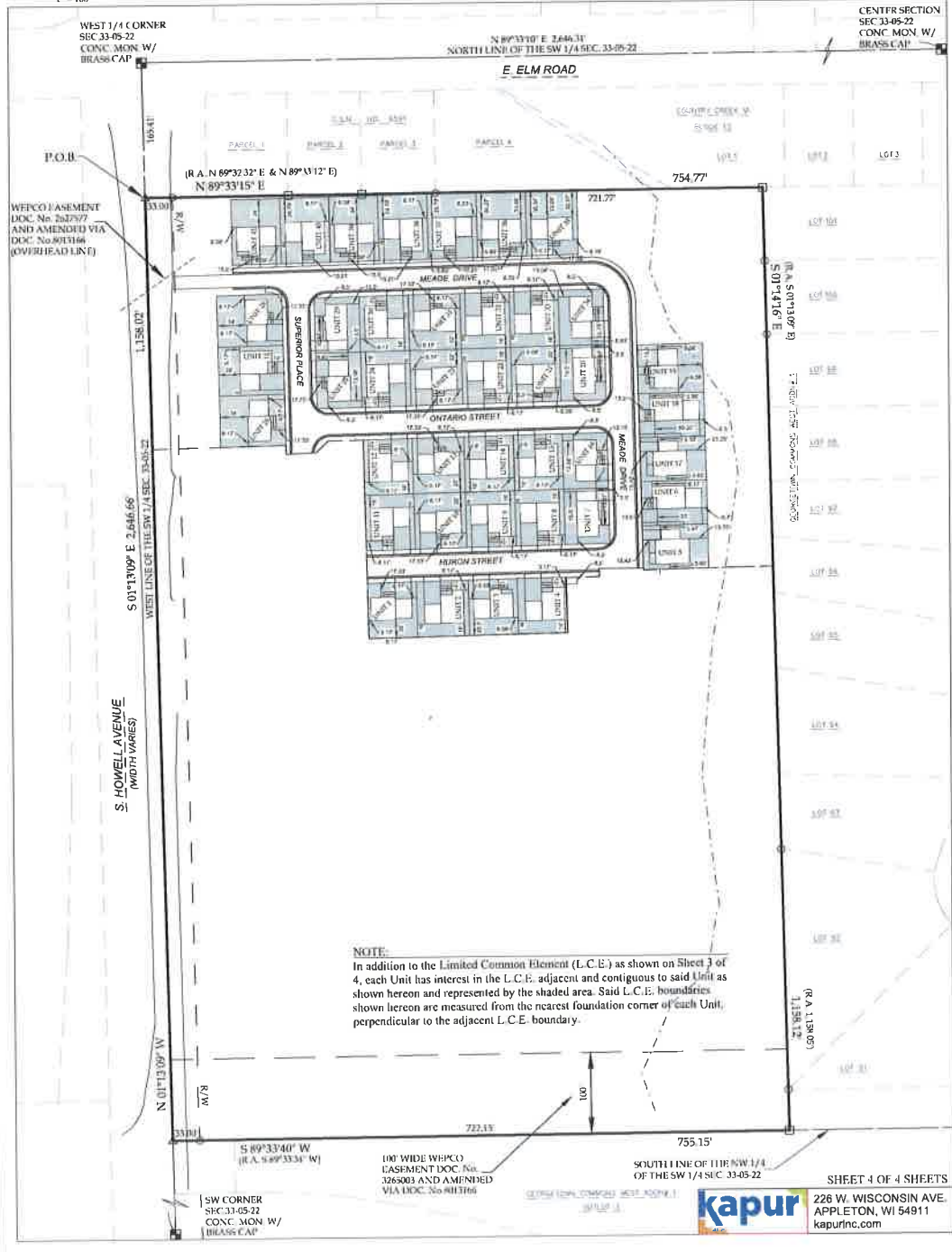
RESIDENCES AT OAK VIEW CONDOMINIUM II

Part of the Northwest 1/4 of the Southwest 1/4 of Section 33, Township 5 North, Range 22 East, situated in the City of Oak Creek, Milwaukee County, Wisconsin.

**THIS SHEET DEPICTS
LIMITED COMMON ELEMENT CONTIGUOUS TO THE UNITS**



Note: The shaded area as shown represents Limited Common Element.
*The adjacent street is oriented to the bottom of each unit layout above.



**RECIPROCAL EASEMENT
AGREEMENT**

Document Number

Document Title

RECIPROCAL EASEMENT AGREEMENT

Recording Area

Name and Return Address:

Attorney Steven R. Sorenson
von Briesen & Roper, s.c.
55 Jewelers Park Drive, Suite 400
Neenah, WI 54956

PIN:

TAX PARCEL NUMBERS:

973-0301-000	973-0322-000	973-0335-000	973-0363-000
973-0302-000	973-0323-000	973-0336-000	973-0364-000
973-0303-000	973-0324-000	973-0337-000	973-0365-000
973-0304-000	973-0325-000	973-0338-000	973-0366-000
973-0305-000	973-0326-000	973-0341-000	973-0367-000
973-0306-000	973-0327-000	973-0342-000	973-0368-000
973-0307-000	973-0328-000	973-0343-000	973-0369-000
973-0308-000	973-0329-000	973-0344-000	973-0370-000
973-0309-000	973-0330-000	973-0345-000	973-0371-000
973-0310-000	973-0331-000	973-0346-000	973-0372-000
973-0311-000	973-0332-000	973-0347-000	973-0373-000
973-0312-000	973-0333-000	973-0353-000	973-0374-000
973-0313-000	973-0334-000	973-0354-000	973-0375-000
973-0314-000	973-0339-000	973-0355-000	973-0376-000
973-0315-000	973-0340-000	973-0356-000	973-0377-000
973-0316-000	973-0348-000	973-0357-000	973-0378-000
973-0317-000	973-0349-000	973-0358-000	973-0379-000
973-0318-000	973-0350-000	973-0359-000	973-0380-000
973-0319-000	973-0351-000	973-0360-000	973-0381-000
973-0320-000	973-0352-000	973-0361-000	973-0382-000
973-0321-000	973-0383-000	973-0362-000	

**RECIPROCAL EASEMENT FOR USE OF ROADWAYS, UTILITIES
AND RECREATIONAL FACILITIES**

RECITALS

THIS AGREEMENT is by and among RESIDENCES AT OAKVIEW PHASE I, LLC, a Delaware limited liability company ("Phase I Owner"), RESIDENCES AT OAKVIEW PHASE II, LLC, a Delaware limited liability company ("Phase II Owner") RESIDENCES AT OAK VIEW CONDOMINIUM OWNER'S ASSOCIATION, INC., a Wisconsin non-profit corporation ("Condominium I Association") and RESIDENCES AT OAK VIEW CONDOMINIUM II OWNER'S ASSOCIATION, INC., a Wisconsin non-profit corporation ("Condominium II Association") (each a "Party", collectively the "Parties").

WHEREAS, Phase I Owner is the owner of certain real property in the City of Oak Creek, County of Milwaukee, State of Wisconsin, more particularly described in **Exhibit A**, attached hereto (the "Phase I Property");

WHEREAS, Phase II Owner is the owner of certain real property in the City of Oak Creek, County of Milwaukee, State of Wisconsin, more particularly described in **Exhibit B**, attached hereto (the "Phase II Property" and, collectively, with Phase I Property, the "Properties" and each a "Property");

WHEREAS, Condominium I Association is a condominium association which operates, maintains and administers a condominium in accordance with the Condominium Declaration for Residences at Oak View Condominium recorded with the register of deeds in Milwaukee County, WI under document number 11052233 on December 4, 2020 and related condominium documents; which includes roads, parking, utilities, and a clubhouse and outdoor pool to which Phase II Owner seeks access;

WHEREAS, Condominium II Association is a condominium association which operates, maintains and administers a condominium in accordance with the Condominium Declaration for Residences at Oak View Condominium II recorded with the register of deeds in Milwaukee County, WI under document number _____ on _____, 20__ and related condominium documents, which includes roads, parking and utilities to which Phase I Owner seeks access;

WHEREAS, the Parties wish to (i) provide for access to and mutual and shared use of the clubhouse, outdoor pool, parking lots and any amenities; and (ii) provide a reciprocal easement for the use of the roadways and utilities in each condominium to ensure convenient and mutual access to and use of the respective properties.

NOW THEREFORE, the Parties hereby agree as follows:

Section 1

Cross Easement for use of Roadways & Parking Spots

1. Phase I Owner hereby grants to Phase II Owner and Condominium II Association, as well as each of their successors and assigns, their guests and invitees, a perpetual easement to use the roadways and parking spots presently located on the real property owned by Phase I Owner

and legally described as set forth on the attached Exhibit A. This easement extends to use of the roadways and parking spots as they may be relocated in the future. Said use shall be non-exclusive and in conjunction with all other persons entitled to use said roadways and parking spots.

2. Phase II Owner hereby grants to Phase I Owner and Condominium I Association, as well as each of their successors and assigns, their guests and invitees, a perpetual easement to use the roadways and parking spots presently located on the real property owned by Phase II Owner and legally described as set forth on the attached Exhibit B. This easement extends to use of the roadways and parking spots as they may be relocated in the future. Said use shall be non-exclusive and in conjunction with all other persons entitled to use said roadway and parking spots.
3. Each Party hereby grants to the other Parties a perpetual easement over the common areas as identified on the respective plats of each Condominium permitting the common use and maintenance of these common areas by the other Parties, the unit owners and their guests, invitees, lessees and families. Each Party hereby grants a license for use of the common areas by a common maintenance service to insure uniform upkeep of all shared common areas. Additionally, each Party hereby grants to the other Parties a perpetual easement over its (as to Phase I Owner and Phase II Owner) Property for the purpose of utility services as necessary to provide and maintain utility services to all of the units and common facilities contained in each of the Condominiums.
4. Said use by the respective Parties, their unit owners, guests, lessees, families and invitees shall be subject to reasonable rules and regulations established by the Parties.

Section 2
Easement for use of Outdoor Pool and Clubhouse

1. Phase I Owner hereby grants a perpetual easement to Phase II Owner and Condominium II Association, and each of their successors and assigns and unit owners, guests and invitees for access to and the use of the outdoor pool, clubhouse, and any other amenities, including any recreational amenities, located on the real property owned by Phase I Owner. Said use by Phase II Owner, its unit owners, guests and invitees shall be subject to reasonable rules and regulations established by Condominium I Association.

Section 3
Miscellaneous Provisions

1. Condominium I Association shall be responsible for all maintenance, repair, replacement and insuring of the easement areas set forth in section 2 above, which costs shall be shared between the Parties as follows:

- | | |
|---------------------------------|-----|
| 1.1. Condominium I Association | 50% |
| 1.2. Condominium II Association | 50% |

If Condominium II Association fails to reimburse Condominium I Association for such costs, Condominium I Association may pursue any remedy existing at law or in equity; however, in no event shall the failure of Condominium II Association to pay maintenance costs result in the loss

of the use of the outdoor pool, clubhouse, and related amenities by the parties entitled to use such facilities.

2. Condominium I Association and Condominium II Association shall each maintain, repair and replace the improvements located within the easement areas described in Section 1 above that are on the respective Properties to which each Party is responsible for managing.

3. All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.

4. The Agreement shall be recorded in the records of Milwaukee County, Wisconsin.

5. The law of the State of Wisconsin shall apply to this Agreement.

6. If any term, provision or condition contained in the Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. This Agreement and all covenants and easements herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement and agreement as of the day and year first above written.

Residences at Oak View Condominium Owner's Association, Inc.

By: [Signature]
Name: David A. DiSanto
Title: Manager of initial Director

STATE OF Illinois)
COUNTY OF Cook) SS:

On this 13 day of September, 2021, before me personally appeared David A. DiSanto, to me personally known, who, being by me duly sworn did say that he is the Manager of the initial Director of Residences at Oak View Condominium Owner's Association, Inc., a Wisconsin nonstock corporation, and that the foregoing instrument was signed on behalf of said corporation.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: 11/22/2025



Residences at Oak View Condominium II Owner's Association, Inc.

By: 
Name: David A. DiSanto
Title: Manager of initial Director

STATE OF Illinois)
))
COUNTY OF Cook)

SS:

On this 13 day of September 2021, before me personally appeared David A. DiSanto, to me personally known, who, being by me duly sworn did say that he is the Manager of the initial Director of Residences at Oak View Condominium II Owner's Association, Inc., a Wisconsin nonstock corporation, and that the foregoing instrument was signed on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires: 11/22/2025



RESIDENCES AT OAKVIEW PHASE I, LLC,
a Delaware limited liability company

By: Residences at Oak View, LLC
Its Manager

By: 
David DiSanto, Manager

ACKNOWLEDGMENT:

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

The foregoing instrument was acknowledged before me this 13 day of September, 2021, by David DiSanto, the Manager of Residences at Oak View, LLC, a Wisconsin limited liability company, the Manager of RESIDENCES AT OAKVIEW PHASE I, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Lori A. Puca
Notary Public
State of ILLINOIS
My Commission Expires: 11/22/2025



RESIDENCES AT OAKVIEW PHASE II, LLC,
a Delaware limited liability company

By: Residences at Oak View, LLC
Its Manager

By: 
David DiSanto, Manager

EXHIBIT A
Residences at Oak View Condominium Owner's Association, Inc.
Real Estate Subject to Easement

Part of the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 474.08 feet to the Point of Beginning; thence North 88°45'41" East, 163.94 feet; thence South 01°14'19" East 10.83 feet; thence North 87°48'27" East 36.04 feet; thence North 47°57'28" East 21.27 feet; thence North 88°45'41" East 42.36 feet; thence South 01°14'19" East 244.09 feet; thence North 80°49'40" East 243.00 feet; thence North 02°11'39" West 67.50 feet; thence North 87°59'15" East 41.72 feet; thence North 02°09'55" West 9.62 feet; thence South 89°59'43" East 54.58 feet; thence South 01°14'19" East 2.21 feet; thence North 88°46'25" East 158.64 feet to the west line of Georgetown Commons West Addition No.1 subdivision; thence South 01°14'16" East, along said west line of Georgetown Commons West Addition No.1 subdivision (recorded as South 01°13'09" East), 693.52 feet to the south line of the Northwest 1/4 of said Southwest 1/4; thence South 89°33'40" West, along said south line, and also along the north line of Outlot 3, of said Georgetown Commons West Addition No.1, (recorded as South 89°33'34" West) 755.15 feet to said west line of the Southwest 1/4; thence North 01°13'09" West, along said west line, 849.35 feet to the Point of Beginning.

Subject to easement of South 100 feet to Wisconsin Power and Electric Company.

Containing 544,213 square feet / 12.493 acres of land, more or less.

EXHIBIT B
Residences at Oak View Condominium II Owner's Association, Inc.
Real Estate Subject to Easement

That certain twenty (20) acres located in the South West One-quarter (1/4) of Section Thirty-three (33), Township Five (5) North, Range Twenty-two (22) East, lying East of Howell Avenue, City of Oak Creek, Milwaukee County, Wisconsin, which is described as follows:

Commencing at the West 1/4 corner of Section 33, Township 5 North, Range 22 East, thence South 01°13'09" East, along the west line of the Southwest 1/4 of said Section 33, 165.41 feet to the Point of Beginning; thence continue South 1°13'09" East along said west line 308.67 feet; thence North 88°45'41" East, 163.94 feet; thence South 01°14'19" East 10.83 feet; thence North 87°48'27" East 36.04 feet; thence North 47°57'28" East 21.27 feet; thence North 88°45'41" East 42.36 feet; thence South 01°14'19" East 244.09 feet; thence North 80°49'40" East 243.00 feet; thence North 02°11'39" West 67.50 feet; thence North 87°59'15" East 41.72 feet; thence North 02°09'55" West 9.62 feet; thence South 89°59'43" East 54.58 feet; thence South 01°14'19" East 2.21 feet; thence North 88°46'25" East 158.64 feet to the west line of Georgetown Commons West Addition No. 1 subdivision thence North 01°14'16" West along said west line 464.60 feet to the south line of Block 13, of Country Creek VI subdivision; thence South 89°33'15" West, along said south line and the south line of Certified Survey Map No. 6591 (recorded as South 89°32'32" West), and the westerly extension thereof, 721.77 feet to the Point of Beginning.

Containing 330,060 square feet / 7.577 acres of land, more or less.



COMMON COUNCIL REPORT

Item: Certified Survey Map - 2231 & 1933 W. Puetz Rd., 8843R S. 13th St., 8950 S. 20th St. - CR Devco, LLC.

Recommendation: That the Council adopts Resolution No. 12318-031522, a resolution approving a Certified Survey Map submitted by CR Devco, LLC for the properties at 2231 & 1933 W. Puetz Rd., 8843R S. 13th St., 8950 S. 20th St. (6th Aldermanic District).

Fiscal Impact: The proposal is to combine, reconfigure, and divide the properties into four (4) compliant lots prior to an anticipated development of Lot 1 with a single-family residential condominium. Lots 2-4 are not proposed for development at this time. If approved, development of Lot 1 would yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. These properties are part of TID 7.

- 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) dividing and reconfiguring the properties at 2231 & 1933 E. Puetz Rd., 8843R S. 13th St. and 8950 S. 20th St. in anticipation of a future single-family attached development on the properties. The Common Council approved of an Amendment to the Land Use Plan in the Comprehensive Plan for Single-Family Attached on portions of the properties at their March 1, 2022 meeting.

Each of the proposed lots meets the minimum requirements for the existing zoning districts. Included on the map are the dedication of public right-of-way along W. Puetz Rd. for Lots 2 and 4, dedication of the future public street access from W. Puetz Rd. to the development (terminating in a cul-de-sac), and dedication of the future S. 20th St. extension and cul-de-sac on the southern portion of Lot 1 (which will be a gated emergency access). The future road to serve the development is shown as S. 20th St.; however, since this will not connect to the existing S. 20th St. by public right-of-way, the road should be renamed. Per comments received from WisDOT and the Engineering Department, there should be no access designated along the entire length of the west property line for Lot 3 (along 27th St.), for 350 feet along S. 27th St. from the intersection with W. Puetz Rd. south on Lot 4, and for 300 feet along W. Puetz Rd. east from the intersection with S. 27th St. on Lot 4. Wetlands, floodplain areas, access easements, and utility easements are shown on all lots.

Should the proposed Certified Survey Map be approved, there remain multiple steps involved in an entitlement process for any development of the property. These review steps would include, but may not be limited to: Official Map Amendment; rezoning; Planned Unit Development (PUD); and ultimately site, architectural, landscape, lighting, and related plans.

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

1. That the Official Map is amended to remove future public streets on the parcels per the Certified Survey Map prior to subsequent development reviews.
2. That the future public road to serve the development from W. Puetz Road be renamed.
3. That the no access designations be shown for the full length of the west property line along S. 27th St. for Lot 3, for 350 feet of the west property line along S. 27th St. from the intersection with W. Puetz Rd. south on Lot 4, and for 300 feet on the north property line along W. Puetz Rd. east from the intersection with S. 27th St. on Lot 4.
4. 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. 12318-031522

Location Map

Proposed CSM (4 pages)

RESOLUTION NO. 12318-031522

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
CR DEVCO, LLC

2231 & 1933 W. Puetz Rd., 8843 S. 13th St., and 8950 S. 20th St.
(6th Aldermanic District)

WHEREAS, CR DEVCO, LLC, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this certified survey map be approved, subject to the following conditions:

1. That the Official Map is amended to remove future public streets on the parcels per the Certified Survey Map prior to subsequent development reviews.
2. That the future public road to serve the development from W. Puetz Road be renamed.
3. That the no access designations be shown for the full length of the west property line along S. 27th St. for Lot 3, for 350 feet of the west property line along S. 27th St. from the intersection with W. Puetz Rd. south on Lot 4, and for 300 feet on the north property line along W. Puetz Rd. east from the intersection with S. 27th St. on Lot 4.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

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

1. That the Official Map is amended to remove future public streets on the parcels per the Certified Survey Map prior to subsequent development reviews.
2. That the future public road to serve the development from W. Puetz Road be renamed.
3. That the no access designations be shown for the full length of the west property line along S. 27th St. for Lot 3, for 350 feet of the west property line along S. 27th St. from the intersection with W. Puetz Rd. south on Lot 4, and for 300 feet on the north property line along W. Puetz Rd. east from the intersection with S. 27th St. on Lot 4.
4. 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 15th day of March, 2022.

Passed and adopted this 15th day of March, 2022.

President, Common Council

Approved this 15th day of March, 2022.

Mayor

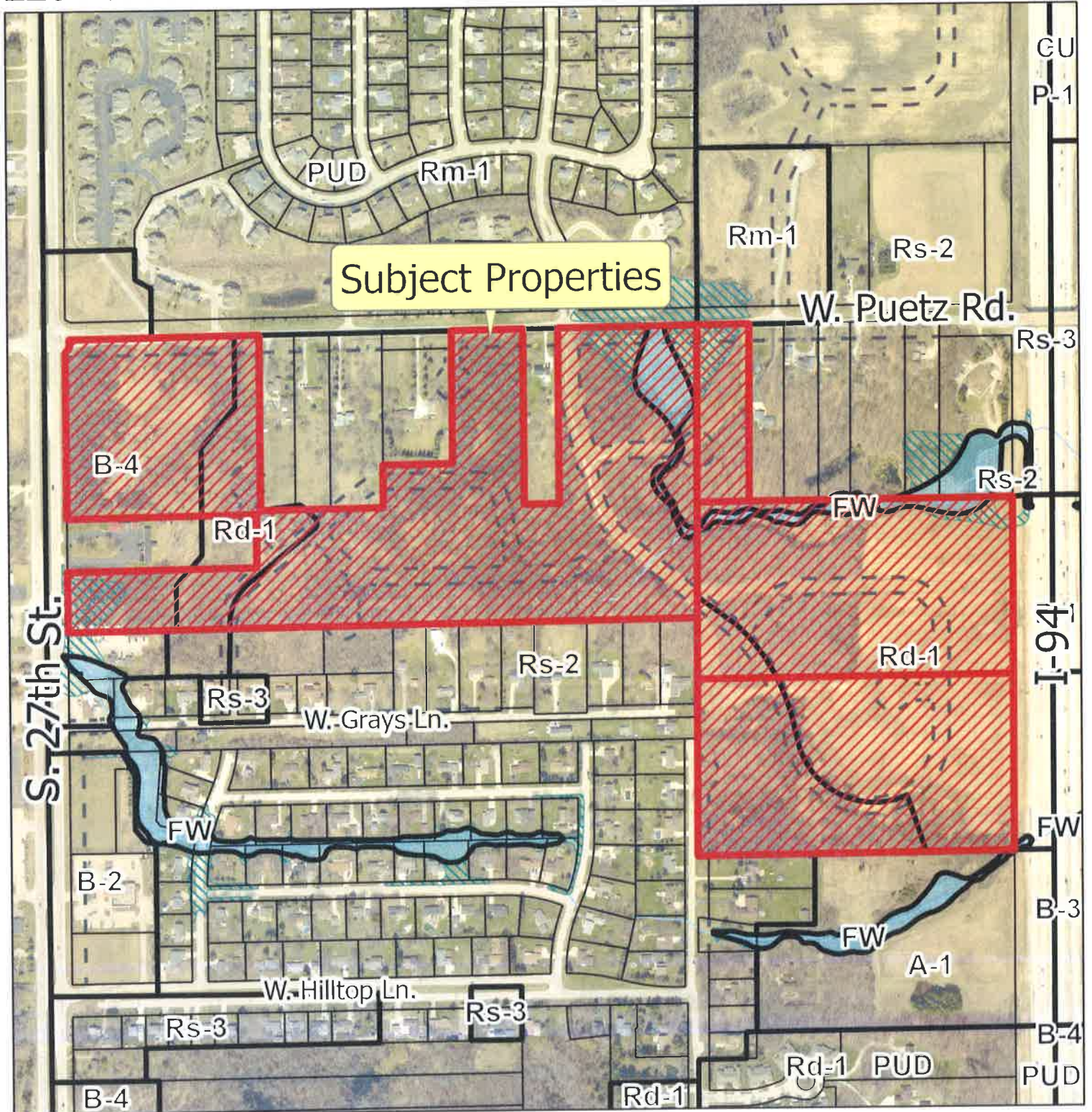
ATTEST:

VOTE: Ayes ____ Noes ____

City Clerk

Location Map

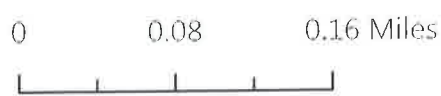
2231 & 1933 W. Puetz Rd., 8843 S. 13th St., & 8950 S. 20th St



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

Legend

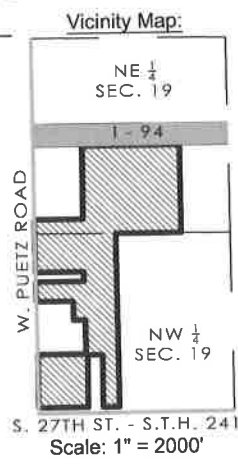
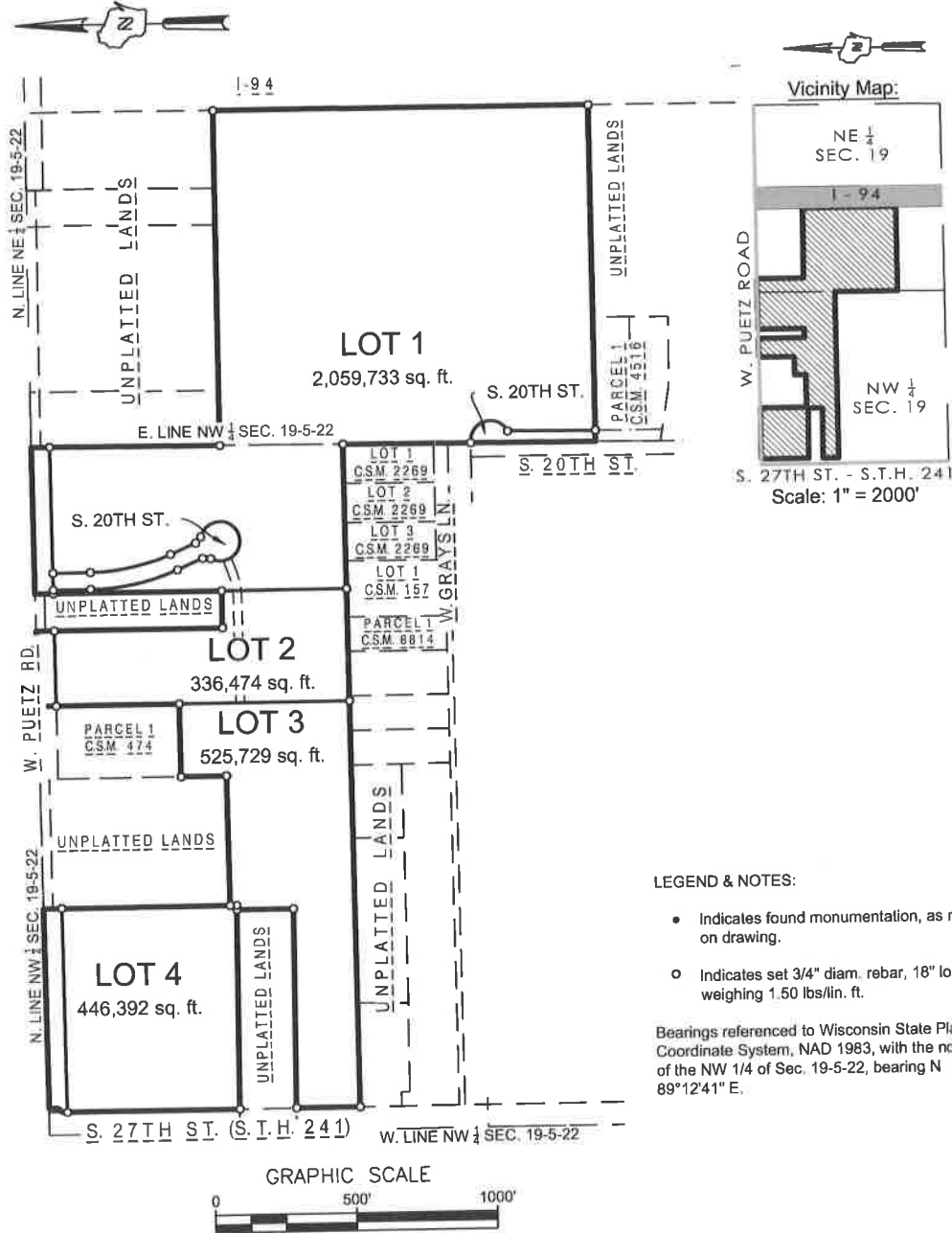
- Zoning
- Official Street Map
- Floodway
- Flood Fringe
- Subject Properties
- Parcels



Community Development

CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



LEGEND & NOTES:

- Indicates found monumentation, as noted on drawing.
- Indicates set 3/4" diam. rebar, 18" long weighing 1.50 lbs/lin. ft.

Bearings referenced to Wisconsin State Plane Coordinate System, NAD 1983, with the north line of the NW 1/4 of Sec. 19-5-22, bearing N 89°12'41" E.



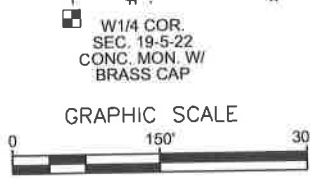
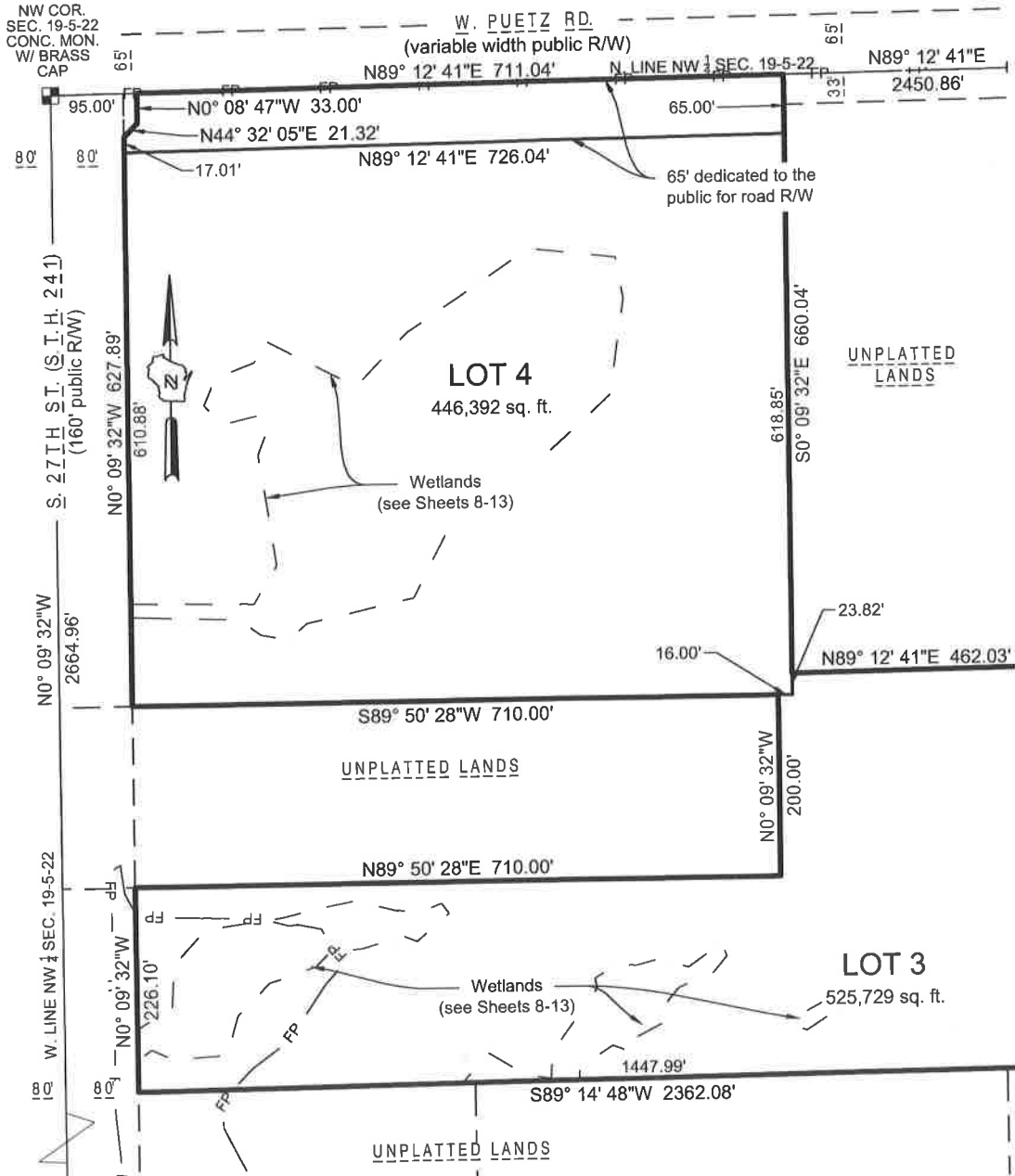
TABLE OF CONTENTS:

- Sheet 1.....Overall lot layout areas & monumentation
- Sheets 2 - 6.....Lot dimensions, floodplain (Sheets 4 & 5), public dedications, easements
- Sheet 7.....Surveyor's Certificate
- Sheets 8 - 11.....Wetland shapes
- Sheets 12 - 13.....Wetland Line Tables
- Sheet 14.....Certificates

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CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



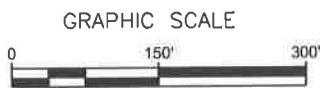
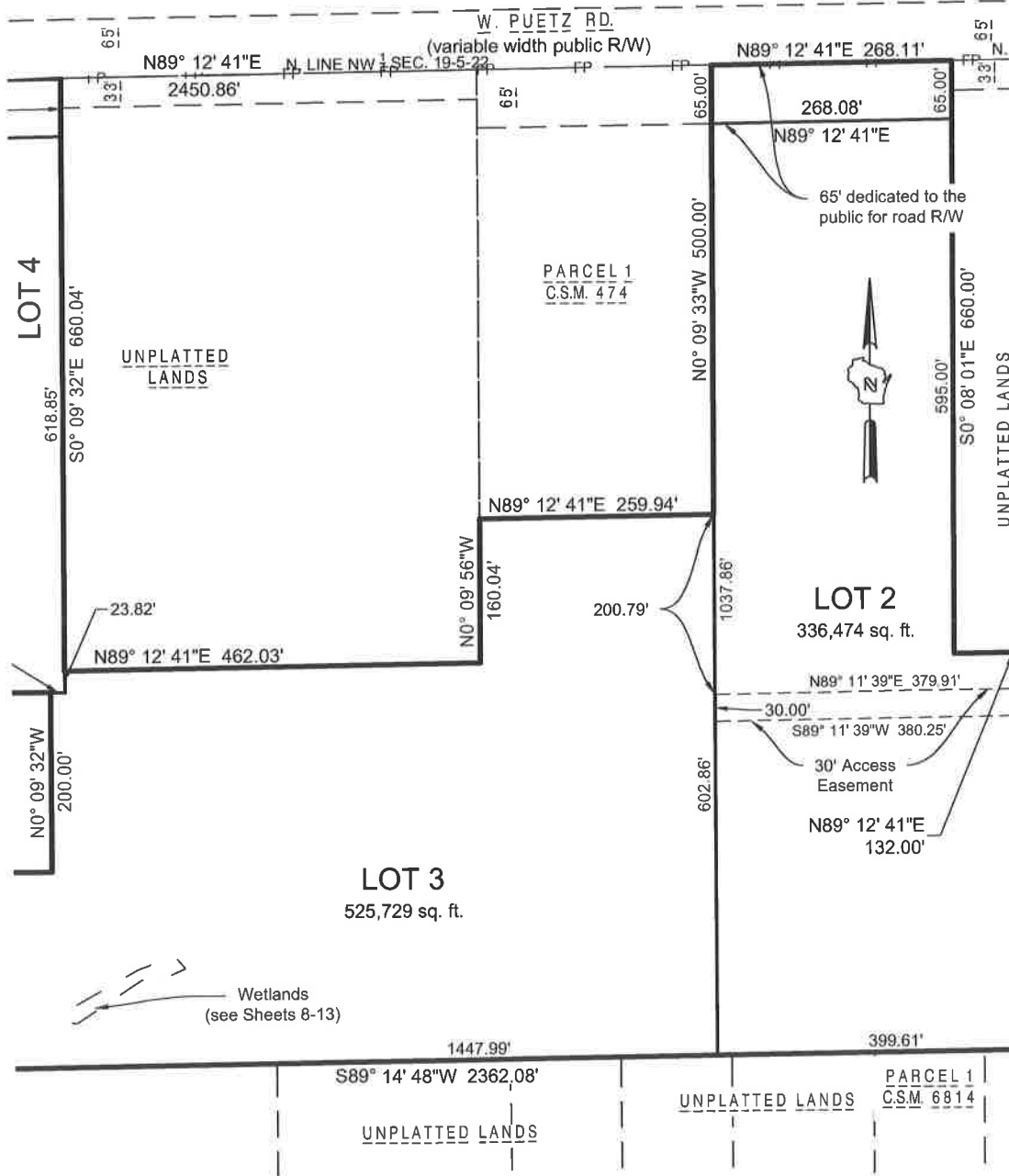
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PROJECT NUMBER 20312 DRAFTED BY BMR

CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



LEGEND & NOTES:

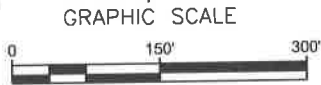
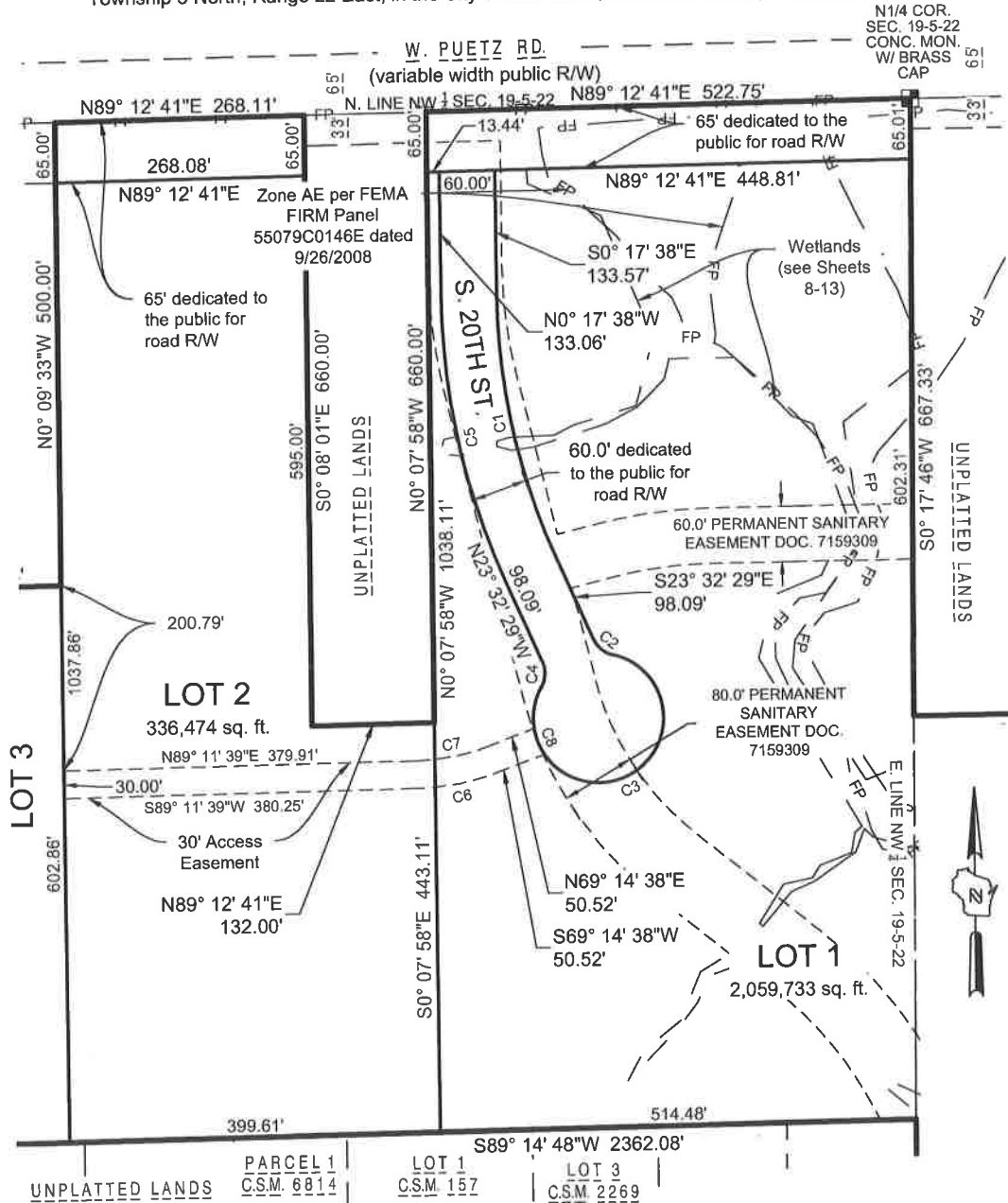
- Indicates found monumentation, as noted on drawing.
- Indicates set 3/4" diam. rebar, 18" long weighing 1.50 lbs/lin. ft.

Bearings referenced to Wisconsin State Plane Coordinate System, NAD 1983, with the north line of the NW 1/4 of Sec. 19-5-22, bearing N 89°12'41" E.

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CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



LEGEND & NOTES:

- Found monumentation, as noted on drawing.
- Set 3/4" diam. rebar, 18" long weighing 1.50 lbs/lin. ft.

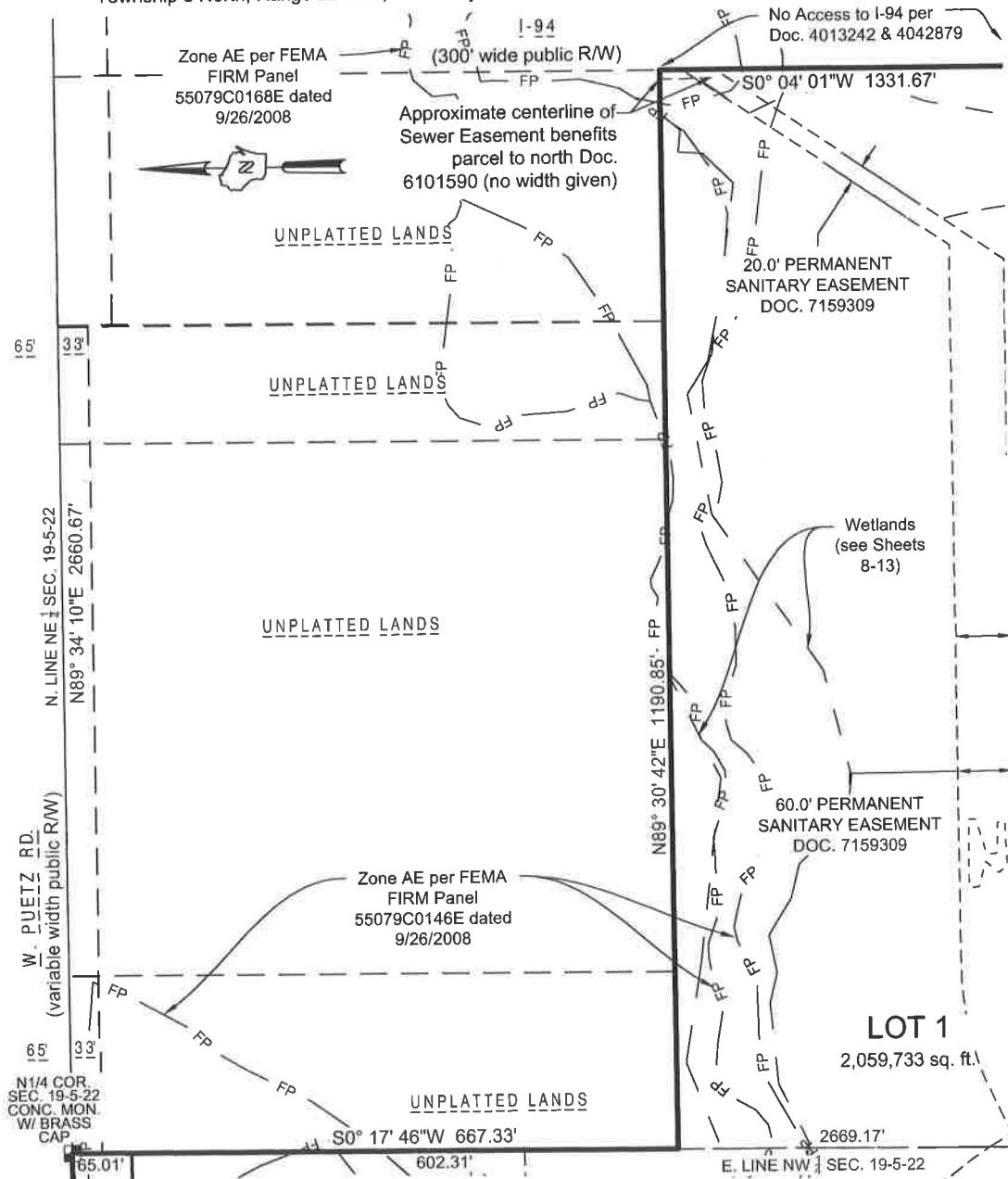
Bearings referenced to Wisconsin State Plane Coordinate System, NAD 1983, with the north line of the NW 1/4 of Sec. 19-5-22, bearing N89°12'41"E.

Floodplain line (Zone AE per FEMA FIRM panels 55079C0168E & 55079C0146E, dated 9/26/2008 depicted by scaled and digitized mapping only)

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	292.13	720.00	23°14'50"	S11° 55' 03"E	290.13
C2	29.36	32.00	52°33'59"	S49° 49' 28"E	28.34
C3	348.36	70.00	285°07'57"	S66° 27' 31"W	85.10
C4	29.36	32.00	52°33'59"	N2° 44' 31"E	28.34
C5	316.48	780.00	23°14'50"	N11° 55' 03"W	314.31
C6	92.27	265.00	19°57'01"	S79° 13' 09"W	91.81
C7	81.83	235.00	19°57'01"	N79° 13' 09"E	81.41
C8	30.23	70.00	24°44'50"	S20° 45' 22"E	30.00

CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



LEGEND & NOTES:

- Indicates found monumentation, as noted on drawing.
- Indicates set 3/4" diam. rebar, 18" long weighing 1.50 lbs/lin. ft.

Bearings referenced to Wisconsin State Plane Coordinate System, NAD 1983, with the north line of the NW 1/4 of Sec. 19-5-22, bearing N 89°12'41" E.

Floodplain line (Zone AE per FEMA FIRM panels 55079C0168E & 55079C0146E, dated 9/26/2008 depicted by scaled and digitized mapping only)

PROJECT NUMBER 20312 DRAFTED BY BMR

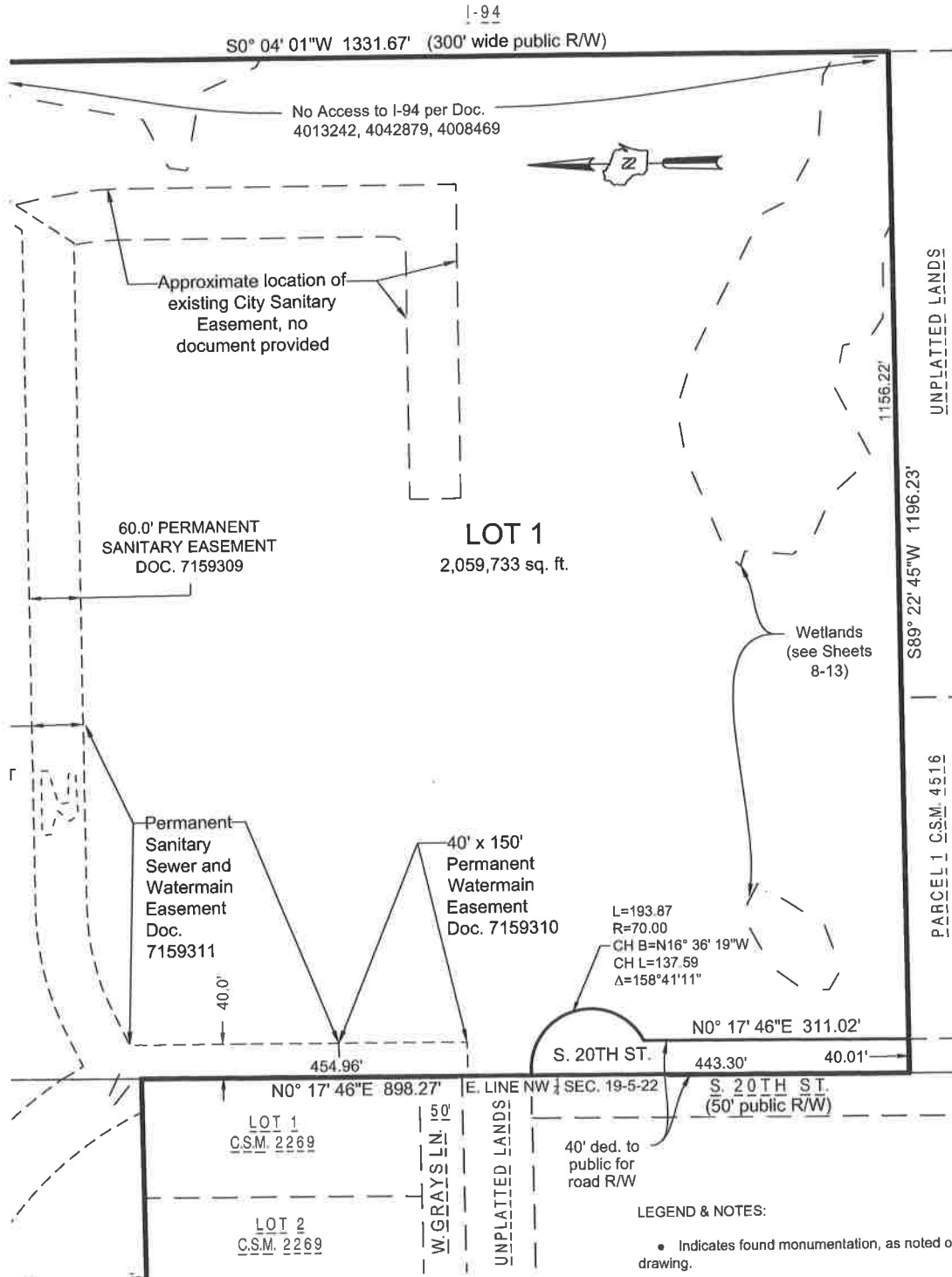
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GRAPHIC SCALE



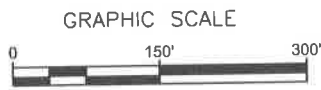
CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



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Sheet 6 of 14

CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)

SS

MILWAUKEE COUNTY)

I, Baiba M. Rozite, Professional Land Surveyor, hereby certify that I have surveyed, divided and mapped part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Section 19; thence North 89°12'41" East, 95.00 feet along the north line of the Northwest $\frac{1}{4}$ of said Section 19 to the point of beginning; continue thence North 89°12'41" East, 711.04 feet along said north line; thence South 0°09'32" East, 660.04 feet; thence North 89°14'41" East, 462.03 feet; thence North 0°09'56" West, 160.04 feet to the south line of Parcel 1 of Certified Survey Map No. 474; thence North 89°12'41" East, 259.94 feet along said south line to the east line thereof; thence North 0°09'33" West, 500.00 feet along said east line to the north line of said Northwest $\frac{1}{4}$ section; thence North 89°12'41" East, 268.11 feet along said north line; thence South 0°08'01" East, 660.00 feet; thence North 89°12'41" East, 132.00 feet; thence North 0°07'58" West, 660.00 feet to the aforesaid north line; thence North 89°12'41" East, 522.75 feet along said north line to the North $\frac{1}{4}$ corner of said Section 19; thence South 0°17'46" West, 667.33 feet along the east line of said Northwest $\frac{1}{4}$ section; thence North 89°30'42" East, 1190.85 feet to the westerly right-of-way line of I-94; thence South 0°04'01" West, 1331.67 feet along said westerly line; thence South 89°22'45" West, 1196.23 feet along the north line of Certified Survey Map No. 4516 and its easterly extension to the aforesaid east line of said Northwest $\frac{1}{4}$ section; thence North 0°17'46" East, 898.27 feet along said east line to the north line of Certified Survey Map No. 2269; thence South 89°14'48" West, 2362.08 feet along said north line and its westerly extension also along the north lines of Certified Survey Maps No. 157 and 6814 to the easterly line of S. 27th Street, S.T.H. "241"; thence North 0°09'32" West, 226.10 feet along said easterly line; thence North 89°50'28" East, 710.00 feet; thence North 0°09'32" West, 200.00 feet; thence South 89°50'28" West, 710.00 feet to the aforesaid easterly line; thence North 0°09'32" West, 627.89 feet along said easterly line; thence North 44°32'05" East, 21.32 feet along said easterly line; thence North 0°08'47" West, 33.00 feet to the point of beginning.

Said parcel contains a total of 3,535,700 square feet or 81.169 acres of land, more or less.

That I have made the survey, land division and map by the direction of the owner of said land. That the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made. That I have fully complied with s. 236.34 of the Wisconsin Statutes and CHAPTER 14 OF THE CITY OF OAK CREEK MUNICIPAL CODE in surveying, dividing and mapping the same.

BAIBA M. ROZITE S-2351

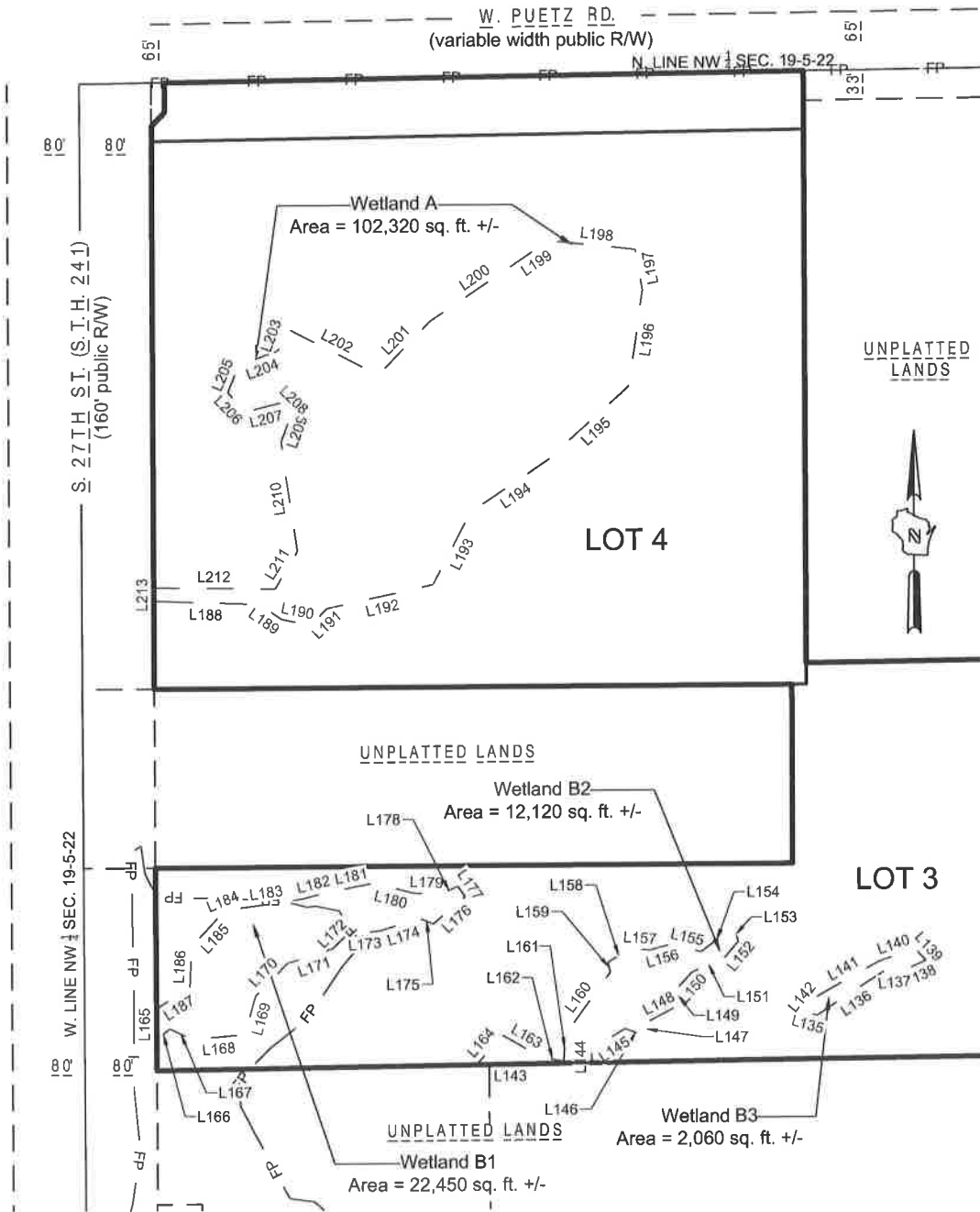
DATE



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CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin

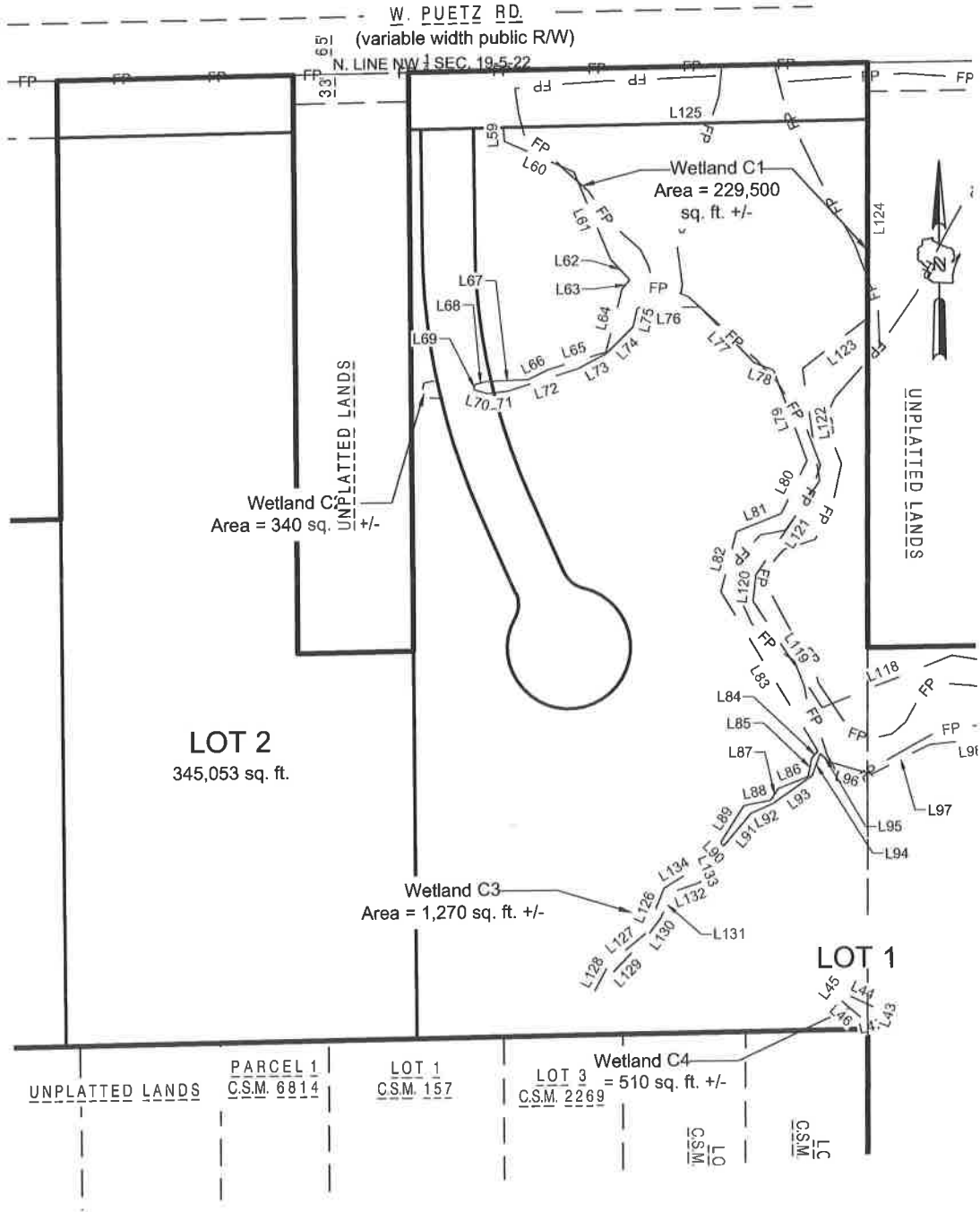


Wetland delineation
completed by Wetland
& Waterway Consulting,
LLC, dated 12/05/2021
GRAPHIC SCALE



CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



Wetland delineation
completed by Wetland
& Waterway Consulting,
LLC, dated 12/05/2021

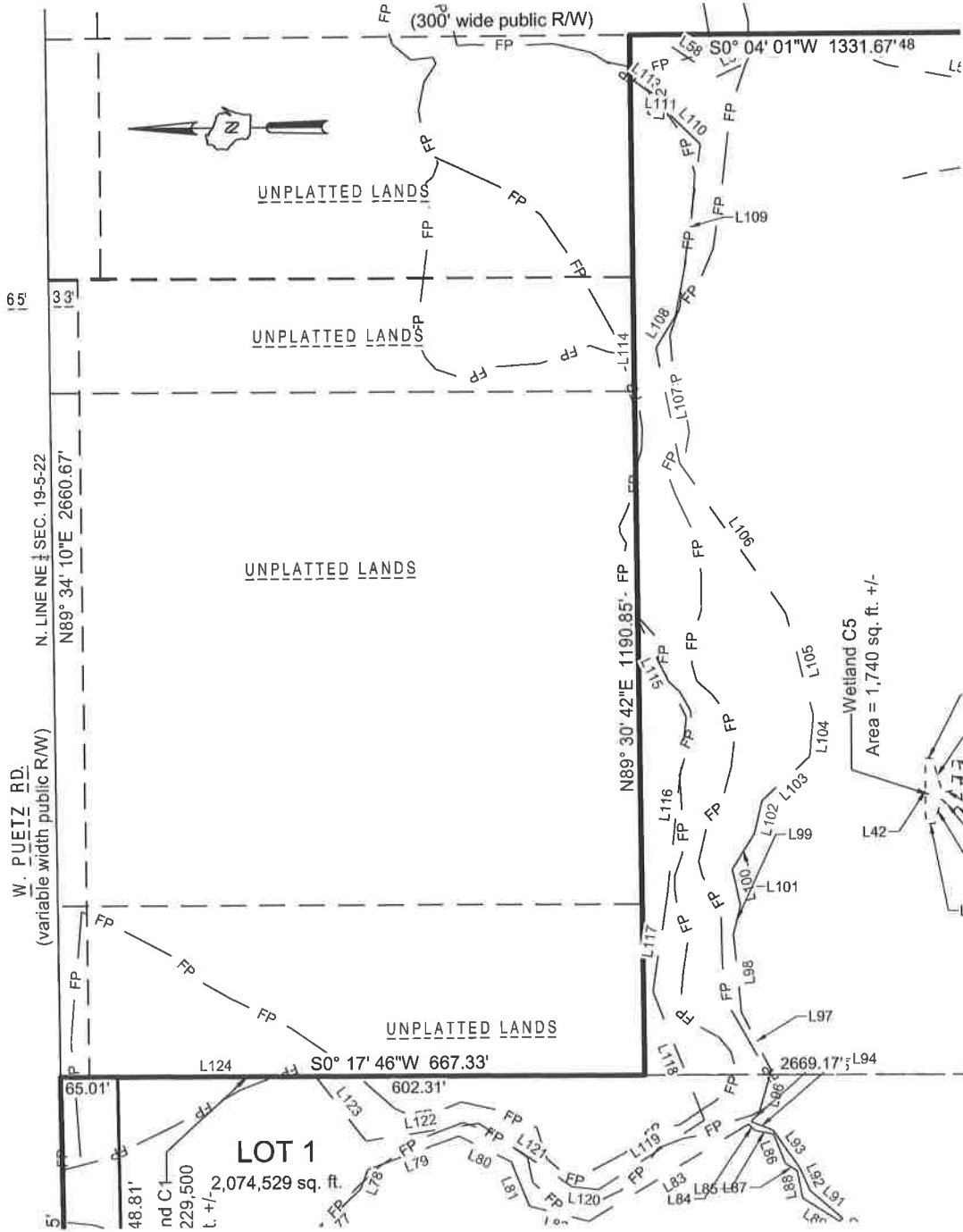
GRAPHIC SCALE



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Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



Wetland delineation
completed by Wetland
& Waterway Consulting,
LLC, dated 12/05/2021

GRAPHIC SCALE



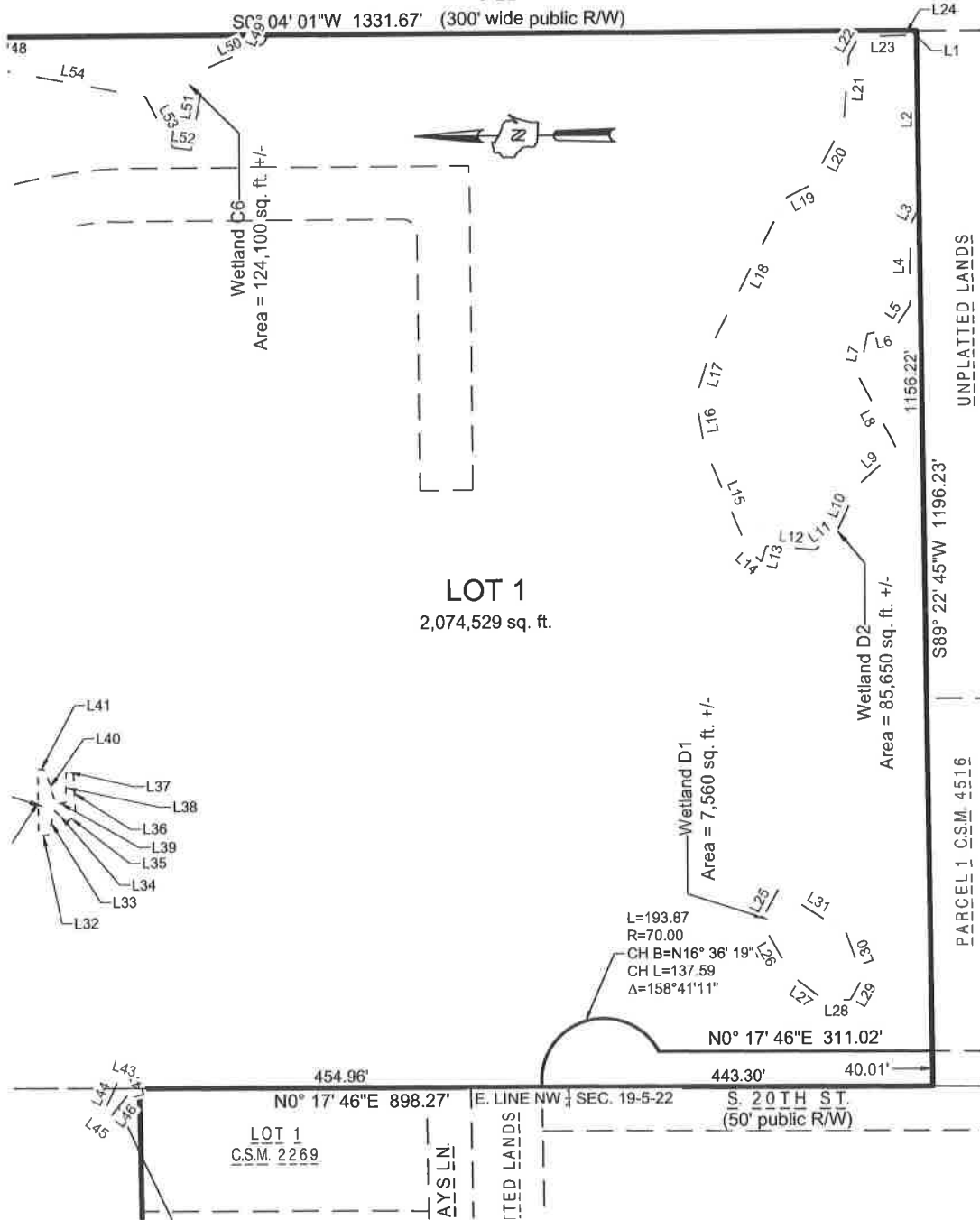
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PROJECT NUMBER 20312 DRAFTED BY BMR

Sheet 10 of 14

CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin



CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin

Parcel Line Table		
Line #	Length	Direction
L1	12.44	N0° 04' 01"E
L2	200.02	N89° 22' 45"E
L3	22.90	S63° 04' 49"E
L4	90.46	S89° 22' 57"E
L5	29.87	S56° 15' 59"E
L6	31.89	S12° 38' 54"E
L7	50.18	S78° 16' 33"E
L8	92.85	N62° 17' 05"E
L9	61.87	S41° 40' 04"E
L10	57.03	S66° 24' 07"E
L11	31.50	S37° 38' 19"E
L12	56.16	S4° 37' 43"W
L13	17.95	S73° 35' 36"E
L14	21.41	S41° 22' 47"W
L15	126.63	S67° 37' 56"W
L16	54.40	S80° 19' 05"W
L17	65.04	N72° 57' 41"W
L18	184.72	N62° 58' 05"W
L19	31.40	N26° 20' 38"W
L20	79.76	N61° 20' 04"W
L21	77.45	N85° 23' 45"W
L22	23.75	N59° 56' 20"W
L23	53.03	N1° 05' 32"W
L24	5.12	S82° 56' 10"W
L25	40.71	S61° 06' 24"E
L26	71.52	N60° 42' 01"E
L27	44.44	N36° 44' 27"E
L28	30.71	N0° 57' 19"E
L29	27.88	N59° 39' 53"W
L30	54.97	S70° 24' 50"W
L31	91.67	S32° 30' 15"W
L32	10.82	N1° 59' 32"W
L33	28.66	N75° 31' 44"W
L34	18.87	N40° 54' 30"E
L35	12.06	N34° 32' 16"W
L36	50.14	S87° 02' 01"W
L37	8.25	S10° 43' 52"E
L38	33.79	S89° 14' 50"E
L39	11.68	S7° 16' 03"E
L40	40.68	S73° 31' 51"W

Parcel Line Table		
Line #	Length	Direction
L41	8.22	S2° 18' 55"W
L42	75.23	N89° 46' 01"E
L43	5.31	S18° 44' 55"W
L44	48.16	S65° 02' 33"E
L45	7.40	N36° 28' 07"E
L46	37.00	N50° 32' 24"W
L47	18.26	S76° 59' 32"W
L48	570.41	N0° 04' 01"E
L49	10.39	S62° 43' 16"E
L50	72.34	S23° 47' 51"E
L51	91.98	S79° 42' 14"E
L52	20.44	S7° 50' 27"W
L53	64.57	S62° 08' 50"W
L54	170.91	S10° 57' 01"W
L55	36.00	S19° 48' 50"W
L56	113.43	S1° 01' 21"E
L57	50.49	S25° 18' 40"E
L58	86.80	S34° 05' 29"W
L59	15.43	N3° 29' 06"W
L60	86.61	N65° 36' 32"W
L61	107.80	N22° 20' 32"W
L62	32.28	N42° 27' 59"W
L63	13.79	N40° 14' 43"E
L64	74.07	N14° 22' 10"E
L65	68.73	N73° 48' 26"E
L66	25.44	N63° 17' 24"E
L67	47.37	N87° 59' 26"E
L68	14.16	N75° 24' 01"E
L69	5.86	N7° 26' 52"E
L70	16.85	N73° 50' 00"W
L71	23.42	S82° 12' 08"W
L72	82.08	S72° 48' 44"W
L73	37.24	S62° 18' 48"W
L74	42.98	S45° 09' 20"W
L75	22.30	S13° 38' 49"W
L76	71.00	S89° 41' 51"W
L77	89.39	N43° 57' 25"W
L78	23.07	N69° 57' 18"W
L79	110.93	N19° 50' 58"W
L80	67.22	N26° 32' 13"E

Parcel Line Table		
Line #	Length	Direction
L81	54.66	N68° 32' 53"E
L82	71.06	N14° 45' 25"E
L83	213.68	N30° 54' 45"W
L84	10.30	N45° 04' 29"E
L85	21.78	N11° 11' 40"E
L86	36.42	N68° 28' 00"E
L87	15.95	N33° 49' 57"E
L88	31.71	N78° 18' 42"E
L89	49.75	N32° 33' 02"E
L90	4.93	N43° 15' 01"W
L91	48.77	S40° 40' 04"W
L92	27.13	S66° 21' 49"W
L93	55.11	S55° 00' 49"W
L94	26.84	S21° 16' 48"W
L95	13.36	N45° 43' 52"W
L96	50.78	N73° 31' 41"W
L97	75.09	S63° 27' 58"W
L98	89.57	S84° 21' 33"W
L99	34.21	N75° 51' 22"W
L100	42.70	S78° 05' 59"W
L101	48.12	N58° 17' 18"W
L102	38.50	N76° 14' 18"W
L103	73.56	N42° 54' 48"W
L104	47.25	N84° 42' 46"W
L105	121.12	S75° 38' 52"W
L106	210.15	S54° 53' 12"W
L107	136.12	S79° 08' 09"W
L108	50.35	N58° 14' 30"W
L109	190.56	N82° 17' 48"W
L110	47.14	S44° 47' 31"W
L111	26.55	S3° 57' 45"W
L112	24.64	N85° 05' 06"W
L113	28.24	S38° 31' 16"W
L114	620.72	N89° 30' 42"E
L115	124.90	N63° 54' 00"E
L116	203.36	S83° 29' 44"E
L117	113.01	S81° 11' 44"E
L118	158.89	N68° 35' 28"E
L119	145.08	S32° 34' 29"E
L120	30.04	S5° 31' 37"W

WETLAND TABLES

CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin

Parcel Line Table		
Line #	Length	Direction
L121	129.80	S34° 37' 21"W
L122	129.83	S8° 22' 34"E
L123	93.69	S52° 41' 42"W
L124	226.28	S0° 17' 46"W
L125	414.85	N89° 12' 41"E
L126	57.15	N22° 47' 31"E
L127	52.24	N51° 26' 19"E
L128	36.15	N28° 05' 44"E
L129	83.12	S44° 26' 12"W
L130	29.85	S36° 22' 14"W
L131	32.65	S25° 28' 49"W
L132	33.50	S71° 02' 21"W
L133	16.13	S22° 37' 50"E
L134	41.40	N58° 44' 56"E
L135	14.73	N74° 17' 31"W
L136	88.08	S56° 41' 17"W
L137	25.47	S85° 35' 21"W
L138	25.21	S65° 41' 02"W
L139	17.42	S41° 33' 24"E
L140	43.43	N71° 31' 16"E
L141	79.50	N60° 41' 11"E
L142	22.13	N39° 31' 14"E
L143	128.65	S89° 14' 48"W
L144	14.00	S1° 29' 01"E
L145	44.32	S57° 18' 27"W
L146	25.00	N69° 47' 04"W
L147	16.03	S5° 34' 17"W
L148	42.38	S62° 44' 27"W
L149	17.63	S15° 46' 10"E
L150	24.95	S41° 29' 47"W
L151	41.92	S65° 21' 10"W
L152	22.15	S39° 20' 44"W
L153	15.89	S19° 38' 07"E
L154	44.91	N53° 53' 16"E
L155	36.23	S77° 06' 23"E
L156	22.42	N74° 29' 16"E
L157	22.69	S86° 01' 08"E
L158	28.69	N57° 08' 23"E
L159	10.60	N12° 53' 33"W
L160	86.28	N35° 31' 48"E

Parcel Line Table		
Line #	Length	Direction
L161	29.22	N2° 57' 59"E
L162	26.58	S79° 57' 48"E
L163	49.26	S59° 33' 07"E
L164	43.95	N41° 11' 47"E
L165	34.53	N0° 09' 32"W
L166	18.82	S51° 40' 39"W
L167	27.44	N65° 19' 20"W
L168	58.87	S85° 27' 44"W
L169	44.74	S16° 00' 06"W
L170	50.52	S44° 08' 19"W
L171	52.97	S72° 01' 38"W
L172	23.02	S45° 11' 43"W
L173	37.01	S84° 47' 40"W
L174	45.82	S72° 44' 22"W
L175	16.33	N67° 18' 03"W
L176	46.58	S48° 31' 21"W
L177	13.46	S34° 50' 59"E
L178	22.12	N66° 48' 05"E
L179	29.43	S87° 16' 25"E
L180	44.24	S75° 13' 16"E
L181	49.74	N79° 18' 03"E
L182	32.16	N76° 04' 15"E
L183	76.32	N81° 46' 21"E
L184	15.90	N68° 09' 52"E
L185	47.87	N42° 07' 04"E
L186	45.99	N3° 19' 24"E
L187	44.60	N58° 17' 14"E
L188	118.71	N88° 00' 41"W
L189	29.52	N55° 03' 41"W
L190	31.63	N78° 37' 21"W
L191	26.64	S47° 10' 38"W
L192	120.44	S77° 26' 42"W
L193	90.39	S27° 19' 27"W
L194	105.46	S56° 02' 02"W
L195	120.53	S47° 37' 12"W
L196	108.31	S8° 28' 13"W
L197	45.59	S10° 33' 11"E
L198	86.86	S83° 43' 59"E
L199	139.59	N56° 02' 24"E
L200	139.59	N56° 02' 24"E

Parcel Line Table		
Line #	Length	Direction
L201	81.90	N43° 58' 36"E
L202	115.12	S62° 24' 03"E
L203	27.09	N20° 30' 48"E
L204	45.98	N69° 26' 44"E
L205	33.05	N22° 38' 14"E
L206	29.28	N43° 59' 08"W
L207	39.97	S76° 38' 46"W
L208	16.45	N45° 05' 28"W
L209	34.01	N20° 22' 30"E
L210	123.59	N8° 34' 01"W
L211	48.66	N30° 51' 29"E
L212	135.75	S89° 15' 52"E
L213	14.83	N0° 05' 09"W

Wetland delineation
completed by Wetland
& Waterway Consulting,
LLC, dated 12/05/2021



www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

WETLAND TABLES

CERTIFIED SURVEY MAP NO. _____

Part of the NW 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 19,
Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin

OWNER'S CERTIFICATE

CCR HERZEBROCK II LTD PARTNERSHIP, as owner, caused the land described on this map to be surveyed,
divided and mapped as represented on this map.

CCR HERZEBROCK II LTD PARTNERSHIP, as owner, does further certify that this map is required by s. 236.10 or
236.12 to be submitted to the following for approval or objection: The City of Oak Creek.

IN WITNESS WHEREOF, the said CCR HERZEBROCK II LTD PARTNERSHIP, owner, has caused these presents to
be signed by its _____, _____, at _____, Wisconsin, this _____
day of _____, 20____.

by:

STATE OF WISCONSIN)

)SS

MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 20____, the
above-named _____ to me known to be the person who executed the foregoing instrument and
to me known to be the _____ of CCR HERZEBROCK II LTD PARTNERSHIP., and
acknowledged that they executed the foregoing instrument as such member as the deed of said corporation, by its
authority.

(SEAL) _____
NOTARY PUBLIC *signature*, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES _____.

City of Oak Creek Plan Commission Certificate of Approval

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

Daniel Bukiewicz, Chairman
City of Oak Creek

Kari Papelbon, Corresponding
Secretary, City of Oak Creek

City of Oak Creek Common Council Certificate of Approval

Approved and dedication accepted by the Common Council of the City of Oak Creek on this ____ day of _____,
20____, by Resolution No. _____.

Daniel Bukiewicz, Mayor
City of Oak Creek

Catherine A. Roeske, Clerk
City of Oak Creek



COMMON COUNCIL REPORT

- Item:** Certified Survey Map - 641 E. Drexel Ave - Ryan Janssen, Janssen Bruckner LLC
- Recommendation:** That the Council adopts Resolution No. 12319-031522, a resolution approving a Certified Survey Map submitted by Ryan Janssen, Janssen Bruckner LLC, for the property at 641 E. Drexel Ave. (1st Aldermanic District)
- Fiscal Impact:** The proposal is to divide the property into three conforming residential 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) dividing the property at 641 E. Drexel Ave. Following division, the proposed three (3) lots will exceed the minimum lot size and frontage requirements for the Rs-3, Single-Family Residential zoning district. Dedication of the 60-foot-wide right of way for the future public road through the parcel, which will provide access from Drexel Ave. to the proposed lots and the adjacent lot to the east, has been included on the map. The applicant intends to divide the parcel for the purpose of a proposed Planned Unit Development (PUD). The proposed rezone and PUD will be scheduled for a public hearing before the Common Council at a later date. Lot 1 is intended to be retained by the current landowners, and Lot 3 is intended to be further divided for development by the Applicant.

Wetlands have been delineated and are shown on the map. Floodplains have also been identified on the map. A 60-foot-wide public utilities easement and a 65-foot-wide sanitary sewer easement on the northwest portion of the parcel must be included on the map prior to recording. Plan Commissioners and the Applicant should be aware that there is an existing Deferred Special Assessment on the property for Sanitary Sewer that must be paid prior to issuance of any permits for the development of any lot. This has been included in the recommended conditions of approval below.

Minor corrections required prior to recording include updating the label for Drexel Avenue, correcting the spelling of the Plan Commission Secretary's last name, and amending the language in the signature blocks. The Plan Commission does not approve public road dedications, and the Common Council must approve and accept the dedication by Resolution (report prepared by Planning Intern Jack Kovnesky).

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

1. That all existing and required easements are shown on the map prior to recording.
2. That the Deferred Special Assessment for Sanitary Sewer is paid prior to issuance of permits for development of any lot.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Staff are recommending an additional condition that was inadvertently left out of the Plan Commission staff report to add a "no access" restriction along Drexel Ave. for Lot 3 on the CSM prior to recording. Access to Lot 3 and any future division thereof would be from the Quincy Ave. extension through the proposed development.

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 Gaggin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Res. 12319-031522

Location Map

Proposed CSM (4 pages)

RESOLUTION NO. 12319-031522

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
RYAN JANSSEN, JANSSEN BRUCKNER, LLC

641 E. Drexel Ave.
(1st Aldermanic District)

WHEREAS, RYAN JANSSEN, JANSSEN BRUCKNER, LLC hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this certified survey map be approved, subject to the following conditions:

1. That all existing and required esements are shown on the map prior to recording.
2. That the Deferred Special Assessment for Sanitary Sewer is paid prior to issuance of permits for development of any lot.
3. That a "no access" restriction along Drexel Ave. for Lot 3 is included on the map prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

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

1. That all existing and required esements are shown on the map prior to recording.
2. That the Deferred Special Assessment for Sanitary Sewer is paid prior to issuance of permits for development of any lot.
3. That a "no access" restriction along Drexel Ave. for Lot 3 is included on the map prior to recording.
4. 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 15th day of March, 2022.

Passed and adopted this 15th day of March, 2022.

President, Common Council

Approved this 15th day of March, 2022.

Mayor

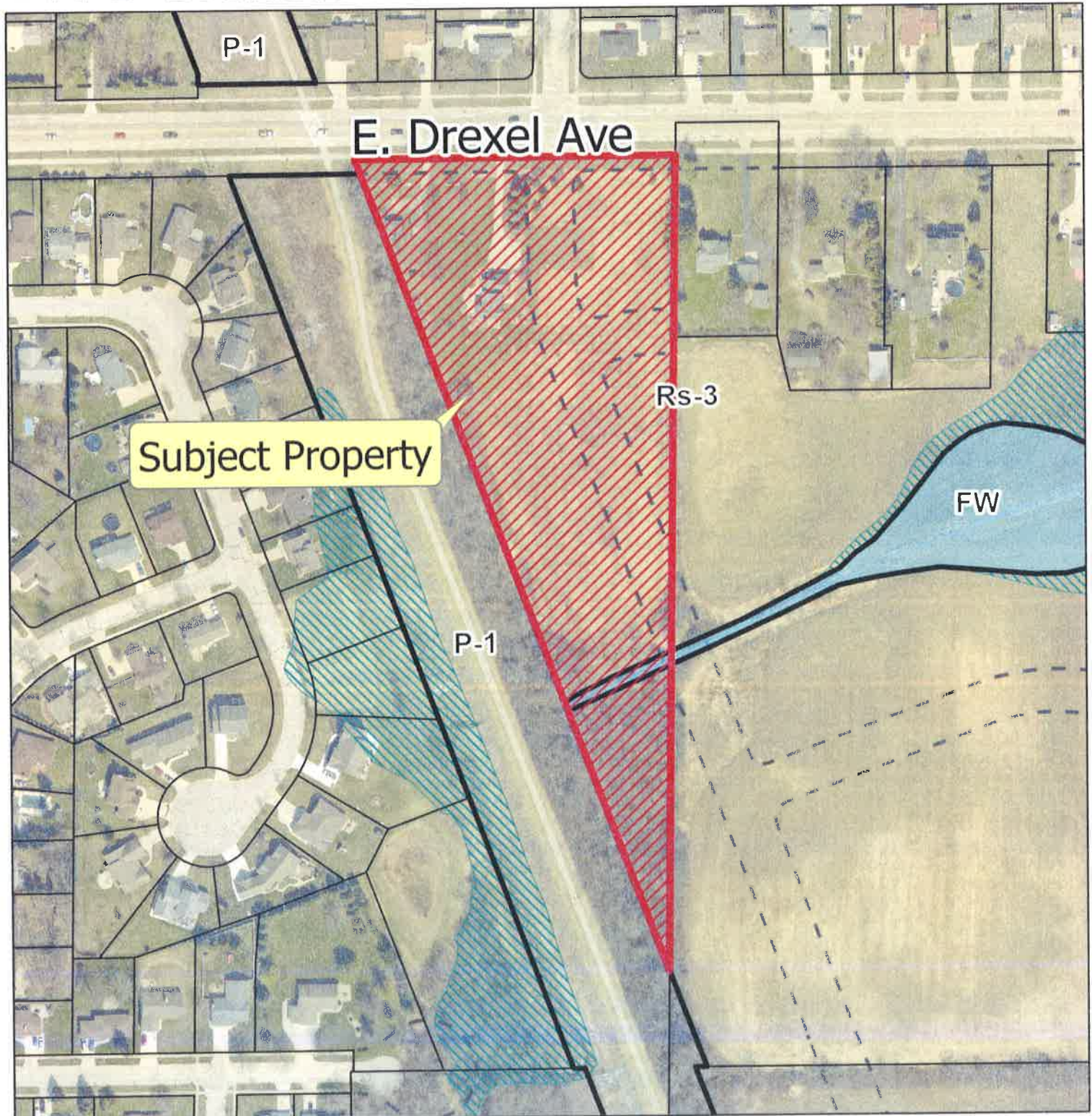
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map

641 E. Drexel Ave



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

Legend

- Zoning
- Flood Fringe
- Official Street Map
- Parcels
- Floodway
- 641 E. Drexel Ave.



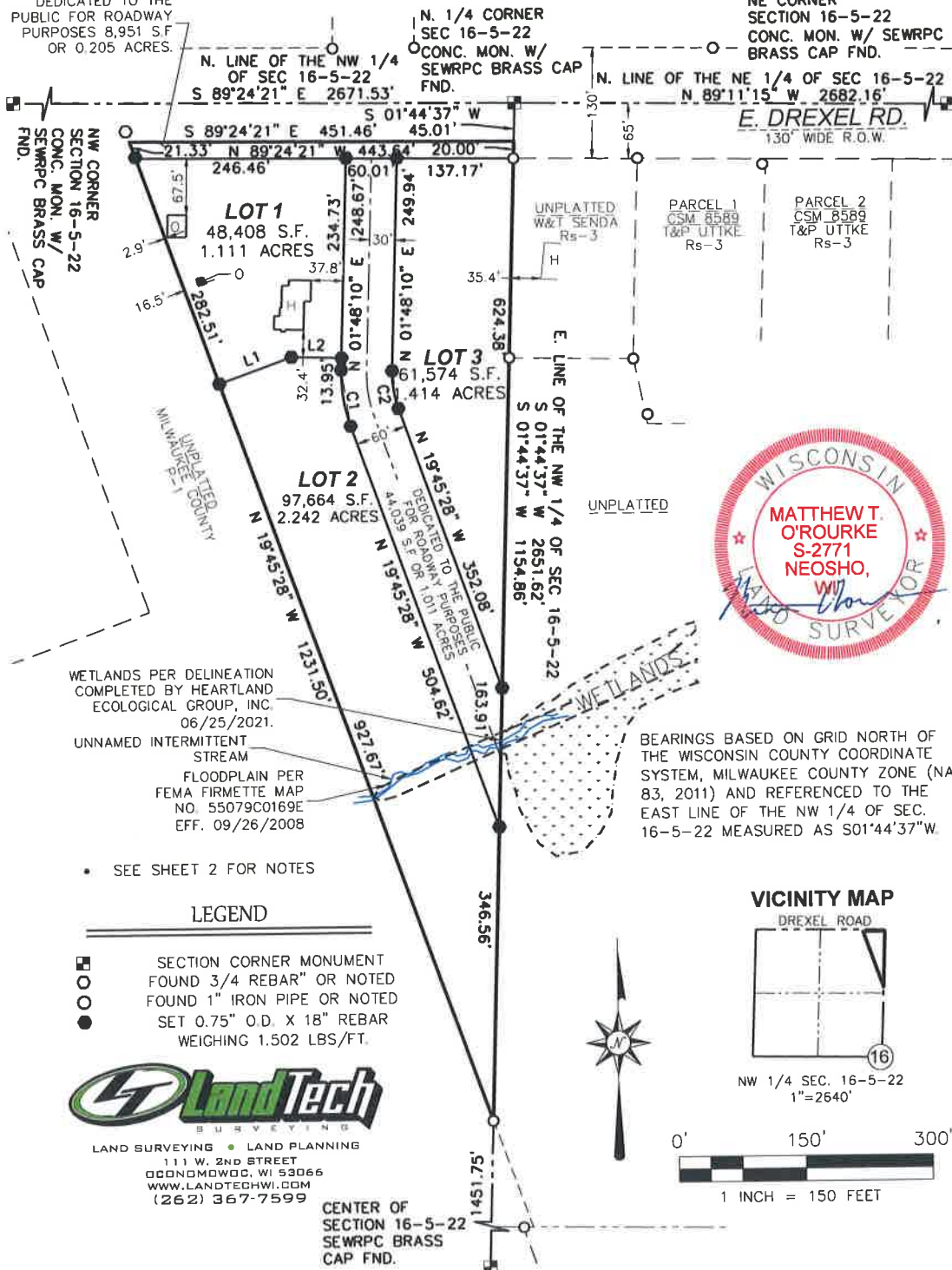
PRELIMINARY

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES 8,951 S.F. OR 0.205 ACRES.

NE CORNER SECTION 16-5-22 CONC. MON. W/ SEWRPC BRASS CAP FND.



WETLANDS PER DELINEATION COMPLETED BY HEARTLAND ECOLOGICAL GROUP, INC. 06/25/2021.
UNNAMED INTERMITTENT STREAM
FLOODPLAIN PER FEMA FIRMETTE MAP NO. 55079C0169E EFF. 09/26/2008

BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE (NAD 83, 2011) AND REFERENCED TO THE EAST LINE OF THE NW 1/4 OF SEC. 16-5-22 MEASURED AS S01°44'37\"W.

SEE SHEET 2 FOR NOTES

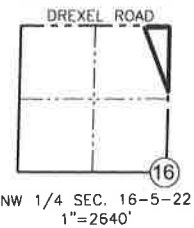
LEGEND

- SECTION CORNER MONUMENT FOUND 3/4 REBAR" OR NOTED
- FOUND 1" IRON PIPE OR NOTED
- SET 0.75" O.D. X 18" REBAR WEIGHING 1.502 LBS/FT.



LAND SURVEYING • LAND PLANNING
111 W. 2ND STREET
OCCONGOWOC, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

VICINITY MAP



NW 1/4 SEC. 16-5-22
1"=2640'



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 70°14'32" W	90.01'
L2	S 88°19'46" E	58.88'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	180.00'	67.73'	67.34'	S 08°58'39" E	21°33'38"
C2	120.00'	45.16'	44.89'	S 08°58'39" E	21°33'38"

PREPARED FOR:
DAVID AND ELIZABETH EATON
641 E. DREXEL AVE.
OAK CREEK, WI 53154

DATED 02/04/2022
JOB# 21279

THIS INSTRUMENT WAS DRAFTED BY MATTHEW T. O'Rourke, S-2771 SHEET 1 OF 4

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____
UNPLATTED LANDS BEING A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST,
CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF UNPLATTED LANDS BEING A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST; THENCE S 01°44'37" W, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 16, 45.01 FEET TO THE POINT OF BEGINNING; THENCE S 01°44'37" W, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 16, 1154.86 FEET; THENCE N 19°45'28" W, 1231.50 FEET TO THE SOUTH RIGHT OF WAY OF EAST DREXEL ROAD; THENCE S 89°24'21" E, ALONG SAID SOUTH RIGHT OF WAY, 451.46 FEET TO THE POINT OF BEGINNING.

LANDS AS DESCRIBED HAVING AN AREA OF 260,636 SQUARE FEET OR 5.983 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF DAVID & ELIZABETH EATON OWNERS OF SAID LANDS.

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

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

DATED THIS _____ DAY OF _____, 20_____.

MATTHEW T. O'ROURKE, S-2771

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST,
CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

AS OWNERS DAVID & ELIZABETH EATON HEREBY CERTIFY THAT WE CAUSED SAID LANDS TO BE SURVEYED,
DIVIDED, DEDICATED AND MAPPED AS SHOWN ON THIS MAP. WE ALSO CERTIFY THAT THIS CSM IS REQUIRED TO
BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: CITY OF OAK CREEK.
WITNESS THE HAND AND SEAL OF SAID OWNERS:

THIS _____ DAY OF _____, 20_____.

DAVID EATON

ELIZABETH EATON

STATE OF WISCONSIN)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20_____, THE ABOVE NAMED DAVID
& ELIZABETH EATON, TO ME KNOWN TO BE THE SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT
AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____.

PRINT NAME, _____.

MY COMMISSION EXPIRES. _____.

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____
UNPLATTED LANDS BEING A PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST,
CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

CITY OF OAK CREEK PLANNING COMMISSION

THIS LAND DIVISION AND ROADWAY DEDICATION IS HEREBY APPROVED BY THE CITY OF OAK CREEK PLAN
COMMISSION THIS _____ DAY OF _____, 20_____.

DANIEL BUKIEWICZ, CHAIRMAN

KARI PAPELBAN, SECRETARY

CITY OF OAK CREEK COMMON COUNCIL

THIS LAND DIVISION AND ROADWAY DEDICATION IS HEREBY APPROVED BY THE CITY OF OAK CREEK COMMON
COUNCIL THIS _____ DAY OF _____, 20_____.

DANIEL BUKIEWICZ, MAYOR

CATHERINE ROESKE, CITY CLERK

COMMON COUNCIL REPORT

Item:	Certified Survey Map - 819R E. Drexel Ave - Ryan Janssen, Janssen Bruckner LLC
Recommendation:	That the Council adopts Resolution No. 12320-031522, a resolution approving a Certified Survey Map submitted by Ryan Janssen, Janssen Bruckner LLC, for the property at 819R E. Drexel Ave. (1 st Aldermanic District)
Fiscal Impact:	The proposal is to divide the property into four conforming residential lots prior to redevelopment. If approved, development of the 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):	<input type="checkbox"/> Vibrant and Diverse Cultural Opportunities <input checked="" type="checkbox"/> Thoughtful Development and Prosperous Economy <input type="checkbox"/> Safe, Welcoming, and Engaged Community <input type="checkbox"/> Inspired, Aligned, and Proactive City Leadership <input type="checkbox"/> Financial Stability <input type="checkbox"/> Quality Infrastructure, Amenities, and Services <input type="checkbox"/> Not Applicable

Background:

The Applicant is requesting approval of a Certified Survey Map (CSM) dividing the property at 819R E. Drexel Ave. Following division, the proposed four (4) lots will exceed the minimum lot size and frontage requirements for the Rs-3, Single-Family Residential zoning district. Dedication of the 60-foot-wide right-of-way for the future public road connections through the center of the parcel, which will provide access from Drexel Ave. to the property and connect to both Abendschein Park to the east and property to the south, has been included on the map. The applicant intends to divide the parcel for the purpose of a proposed Planned Unit Development (PUD). The proposed rezone PUD will be scheduled for a public hearing before the Common Council at a later date. Lot 1 is intended to be retained by the current landowners for future single-family residential development.

Wetlands have been delineated and are shown on the map on Lot 2. Floodplains have also been identified on the map. A 25-foot-wide drainage easement in the center of the property must be shown on the map prior to recording.

Minor corrections required prior to recording include updating the label for Drexel Avenue, correcting the spelling of the Plan Commission Secretary's last name, and amending the language in the signature blocks. The Plan Commission does not approve public road dedications, and the Common Council must approve and accept the dedication by Resolution (report prepared by Planning Intern Jack Kovnesky).

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

1. That all existing and required easements are shown on the map prior to recording.

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:



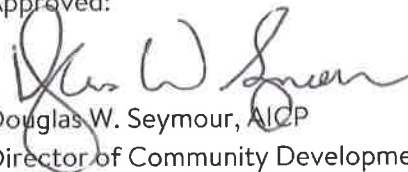
Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Res. 12320-031522

Location Map

Proposed CSM (4 pages)

RESOLUTION NO. 12320-031522

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
RYAN JANSSEN, JANSSEN BRUCKNER, LLC

819R E. Drexel Ave.
(1st Aldermanic District)

WHEREAS, RYAN JANSSEN, JANSSEN BRUCKNER, LLC, hereinafter referred to as the subdivider, has submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this certified survey map be approved, subject to the following conditions:

1. That all existing and required esements are shown on the map prior to recording.
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 all existing and required esements are shown on the map prior to recording.
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 15th day of March, 2022.

Passed and adopted this 15th day of March, 2022.

President, Common Council

Approved this 15th day of March, 2022.

Mayor

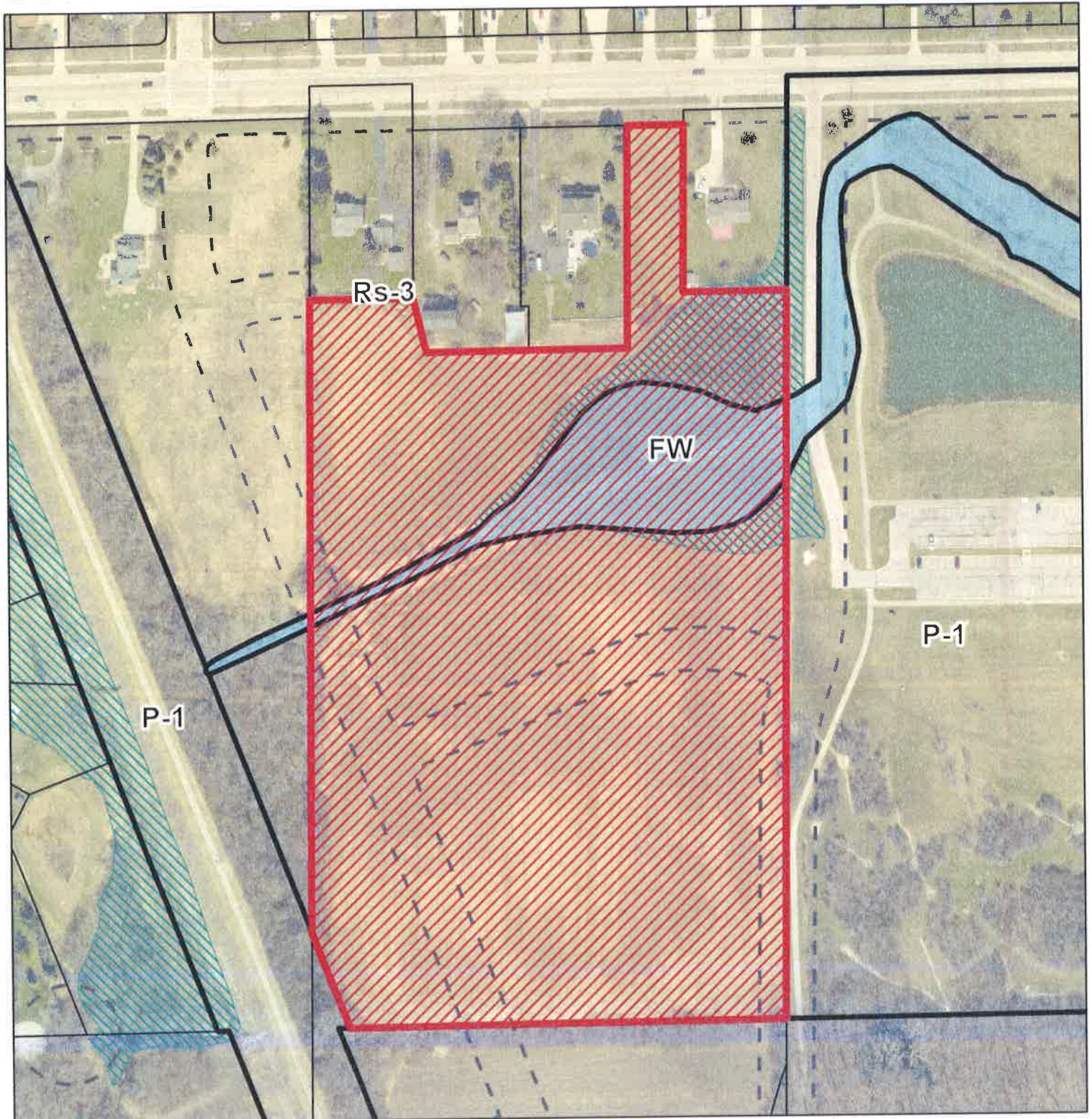
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map

819R E. Drexel Ave.



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

Legend

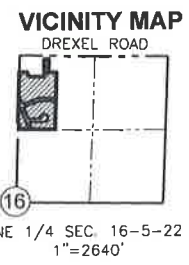
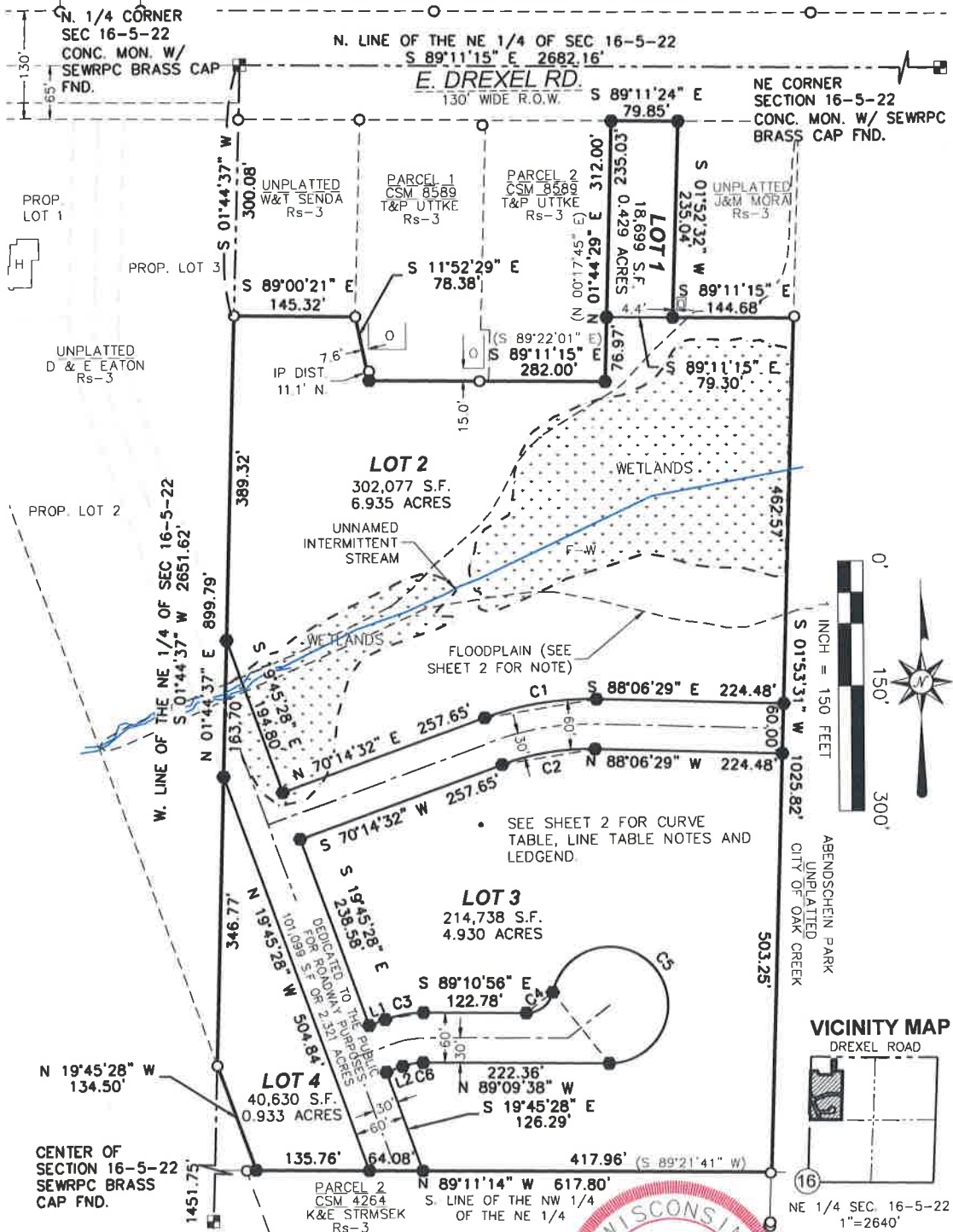
- Zoning
- Official Street Map
- Floodway
- Flood Fringe
- Parcels
- 819R E. Drexel Ave



PRELIMINARY

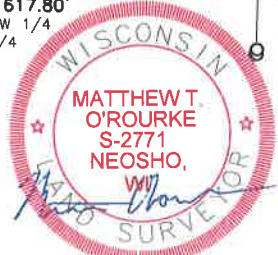
MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



PREPARED FOR:
 THOMAS & PATRICIA UTTKE
 819 E. DREXEL AVE.
 OAK CREEK, WI 53154

LAND SURVEYING • LAND PLANNING
 111 W. 2ND STREET
 OGDONDOWD, WI 53056
 WWW.LANDTECH-WI.COM
 (262) 367-7599



DATED 02/07/2022
 JOB# 21279
 SHEET 1 OF 4

THIS INSTRUMENT WAS DRAFTED BY MATTHEW T. O'ROURKE, S-2771

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST,
CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF UNPLATTED LANDS BEING A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST; THENCE S 01°44'37" W, ALONG THE WEST LINE OF THE NE 1/4 OF SECTION 16, 300.08 FEET TO THE POINT OF BEGINNING; THENCE S 89°00'21" E, 145.32 FEET TO THE WEST LINE OF PARCEL 1 OF CSM 8589; THENCE S 11°52'29" E, ALONG THE WEST LINE OF PARCEL 1 OF CSM 8589, 78.38 FEET TO THE SOUTHWEST CORNER OF PARCEL 1 OF CSM 8589; THENCE S 89°11'15" E, ALONG THE SOUTH LINE OF CSM 8589, 282.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 2 OF CSM 8589; THENCE N 01°44'29" E, ALONG THE EAST LINE OF PARCEL 1 OF CSM 8589, 312.00 FEET TO THE SOUTH RIGHT-OF-WAY OF EAST DREXEL ROAD; THENCE S 89°11'24" E, ALONG THE SOUTH RIGHT-OF-WAY OF EAST DREXEL ROAD, 79.85 FEET; THENCE S 01°52'32" W, 235.04 FEET; THENCE S 89°11'15" E, 144.68 FEET; THENCE S 01°53'31" W, 1025.82 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N 89°11'14" W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, 617.80 FEET; THENCE N 19°45'28" W, 134.50 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N 01°44'37" E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 16, 899.79 FEET TO THE POINT OF BEGINNING.

LANDS AS DESCRIBED HAVING AN AREA OF 678,709 SQUARE FEET OR 15.581 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF THOMAS & PATRICIA UTTKE OWNERS OF SAID LANDS.






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

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

DATED THIS _____ DAY OF _____, 20_____.

MATTHEW T. O'ROURKE, S-2771

LEGEND

-  SECTION CORNER MONUMENT
-  FOUND 3/4 REBAR" OR NOTED
-  FOUND 1" IRON PIPE OR NOTED
-  SET 0.75" O.D. X 18" REBAR
-  WEIGHING 1.502 LBS/FT.

CURVE TABLE

CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	360.00'	21°38'59"	136.03'	135.22'	N 81°04'02" E	N 88°06'29" W	S 70°14'32" W
C2	300.00'	21°38'59"	113.36'	112.68'	S 81°04'02" W	N 70°14'32" E	S 88°06'29" E
C3	130.00'	20°38'09"	46.82'	46.57'	N 80°30'00" E	N 70°10'56" E	S 89°10'56" E
C4	32.00'	77°29'47"	43.28'	40.06'	N 52°04'11" E	S 89°10'56" E	N 13°19'18" E
C5	70.00'	257°29'47"	314.59'	109.19'	S 37°55'49" E	N 13°19'18" E	N 89°10'56" W
C6	70.00'	20°38'09"	25.21'	25.08'	S 80°30'00" W	N 89°10'56" W	S 70°10'56" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 70°10'56" W	20.58'
L2	S 70°10'56" W	20.65'

NOTES:

- WETLANDS ARE SHOWN PER A DELINEATION COMPLETED BY HEARTLAND ECOLOGICAL GROUP, INC. DATED 06/25/2021.
- FLOODPLAIN SHOWN PER FEMA FIRMETTE MAP NO. 55079C0169E, EFF. 9/26/2008
- BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, MILWAUKEE COUNTY ZONE (NAD 83, 2011) AND REFERENCED TO THE WEST LINE OF THE NE 1/4 OF SEC. 16-5-22 MEASURED AS S01°44'37"W.

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

UNPLATTED LANDS BEING A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST,
CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

AS OWNERS THOMAS & PATRICIA UTTKE HEREBY CERTIFY THAT WE CAUSED SAID LANDS TO BE SURVEYED,
DIVIDED, DEDICATED AND MAPPED AS SHOWN ON THIS MAP. WE ALSO CERTIFY THAT THIS CSM IS REQUIRED TO
BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: CITY OF OAK CREEK.
WITNESS THE HAND AND SEAL OF SAID OWNERS:

THIS _____ DAY OF _____, 20_____.

THOMAS UTTKE

PATRICIA UTTKE

STATE OF WISCONSIN)SS
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20_____, THE ABOVE NAMED THOMAS
& PATRICIA UTTKE, TO ME KNOWN TO BE THE SAME PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT
AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____.

PRINT NAME, _____.

MY COMMISSION EXPIRES. _____.

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____
UNPLATTED LANDS BEING A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST,
CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

CITY OF OAK CREEK PLANNING COMMISSION

THIS LAND DIVISION AND ROADWAY DEDICATION IS HEREBY APPROVED BY THE CITY OF OAK CREEK PLAN
COMMISSION THIS _____ DAY OF _____, 20_____.

DANIEL BUKIEWICZ, CHAIRMAN

KARI PAPELBAN, SECRETARY

CITY OF OAK CREEK COMMON COUNCIL

THIS LAND DIVISION AND ROADWAY DEDICATION IS HEREBY APPROVED BY THE CITY OF OAK CREEK COMMON
COUNCIL THIS _____ DAY OF _____, 20_____.

DANIEL BUKIEWICZ, MAYOR

CATHERINE ROESKE, CITY CLERK



COMMON COUNCIL REPORT

Item: NR 216 Annual Report for 2021

Recommendation: That the Common Council adopts Resolution No. 12313-031522, a resolution accepting the 2021 Annual Report for Oak Creek’s WPDES Storm Water (NR 216) permit.

Fiscal Impact: None.

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

Background: The City is required to submit an annual report to the Wisconsin Department of Natural Resources summarizing the status of implementation of storm water management programs and compliance with schedules outlined in Oak Creek’s NR 216 permit. Oak Creek was initially issued a permit in 2000 and reissued permits in 2006 and 2013. The permit requirements are water-quality based. The Department of Natural Resources requires the annual report to be submitted electronically using their standardized form. The attached report contains both the traditional report layout and the newer eReport form. The traditional report is included because it is more explanatory.

Options/Alternatives: This resolution and report review is required per Section 3.9.5 of Oak Creek’s WPDES Storm Water (NR 216) Permit and not to adopt it would be a violation of the permit.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Philip J. Beiermeister, P.E.
Environmental Design Engineer

Fiscal Review:

Maxwell Gaglin, MPA
Assistant City Administrator/Comptroller

Approved:

Matthew J. Sullivan, P.E.
City Engineer

Attachments: Resolution No. 12313-031522, 2021 NR216 Annual Report

RESOLUTION NO. 12313-031522

BY: _____

**RESOLUTION ACCEPTING THE 2021 ANNUAL REPORT FOR
OAK CREEK'S WPDES STORM WATER (NR 216) PERMIT**

WHEREAS, the City of Oak Creek is required to prepare and submit an annual report for compliance with Oak Creek's WPDES Storm Water (NR 216) permit to the Wisconsin Department of Natural Resources; and

WHEREAS, the annual report outlines Oak Creek's status of implementation of storm water management programs and compliance with schedules contained in the permit.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Oak Creek that the 2021 Annual Report for Oak Creek's WPDES storm water (NR 216) permit has been reviewed and accepted.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of March, 2022.

Passed and adopted this 15th day of March, 2022.

President, Common Council

Approved this 15th day of March, 2022.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____



COMMON COUNCIL REPORT

- Item: Funding Agreement with MMSD for a PPI/I Mitigation Project
- Recommendation: That the Common Council adopts Resolution No. 12314-031522, a resolution approving a Funding Agreement with MMSD for a PPI/I mitigation project in the Rowan Estates subdivision. (4th Aldermanic District)
- Fiscal Impact: The City would front the costs of the PPI/I project and be reimbursed by MMSD.
- Critical Success Factor(s):
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: In December of 2018 the Council approved Resolution No. 12012-120418 approving the Private Property Inflow and Infiltration (PPI/I) Policy. The policy provides that the City can undertake PPI/I mitigation projects where it has determined they are warranted. Staff has worked with MMSD and the OCWS Utility in the investigation of suspected areas where PPI/I is a concern.

One area of concern is the Rowan Estates subdivision in the eastern portion of the City. This is a neighborhood with older housing stock relative to much of the rest of the City. Houses in this neighborhood were constructed in the late 1950s. The older laterals were constructed of Vitrified Clay Pipe (VCP) which typically have a useful life of 50-60 years and is considered to be subpar material to PVC pipe. The existing laterals are well past their useful life and that makes them more susceptible to being cracked and having tree root intrusion leading to unwanted inflow and infiltration.

Preliminary flow monitoring in this area confirmed elevated levels of I/I during rainfall events. OCWS Utility conducted sanitary sewer rehabilitation projects in 2018 and 2021 to mitigate I/I to the main. They are also currently designing another sanitary sewer rehabilitation project for later this year which makes this PPI/I project complementary to those efforts, but concentrating on the private connections (the laterals) to the main.

The proposed Funding Agreement outlines that the City would advertise for public bid and hire a contractor to perform the PPI/I work, pay the construction costs, and then apply for 100% cost reimbursement from MMSD.

The PPI/I project would entail public outreach to the affected property owners in Rowan Estates, in order to educate them on the benefits of the program and gain voluntary participation, investigation of private sewer laterals and other sources of PPI/I, then final design and construction.

It is anticipated that the project and reimbursement will take place within the 2022 calendar year.

Options/Alternatives: To not proceed with the Funding Agreement per the recommendation, the City could not perform this reimbursement-eligible PPI/I project, resulting in a missed opportunity to improve the sanitary sewer performance in the Rowan Estates neighborhood.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Approved:



Matthew J. Sullivan, P.E.
City Engineer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments: Resolution Number 12314-031522, MMSD PPI/I Funding Agreement

RESOLUTION NO. 12314-031522

BY: _____

**RESOLUTION APPROVING A FUNDING AGREEMENT WITH MMSD FOR
A PPI/I MITIGATION PROJECT IN THE ROWAN ESTATES SUBDIVISION**

(4TH ALDERMANIC DISTRICT)

WHEREAS, Milwaukee Metropolitan Sewerage District (MMSD) has a Private Property Infiltration and Inflow (PPI/I) Mitigation Program, through which it promotes its member communities to undertake PPI/I projects with their property owners and provides full project cost reimbursement, and;

WHEREAS, the City, OCWS Utility, and MMSD all concur on the importance of I/I mitigation in the sanitary sewerage system as vital in on-going efforts to preserve capacity and protect property owners from sewer backups, and;

WHEREAS, the City had previously committed to performing PPI/I mitigation as a condition of an MMSD grant on a 2013 storm water management project, and;

WHEREAS, the City recently approved a PPI/I policy, and;

WHEREAS, City staff has worked with OCWS and MMSD in preliminary investigations and determined that Rowan Estates is a preferred candidate neighborhood in which to conduct a PPI/I mitigation project, and;

WHEREAS, there must be a Funding Agreement in place between the City and MMSD in order for the City to proceed on with a PPI/I project and be reimbursed by MMSD for the costs;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the PPI/I Funding Agreement between the City and MMSD for Rowan Estates is hereby approved and the Mayor and City Clerk are authorized to execute the same, and;

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to transmit either a scanned version via email with signatures or two (2) City-signed documents to MMSD for its execution and return of one fully-executed document back to the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of March, 2022.

Passed and adopted this 15th day of March, 2022.

President, Common Council

Approved this 15th day of March, 2022.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Funding Agreement M10005OC01

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Oak Creek (Municipality) with its municipal offices at 8040 South 6th St, Oak Creek, Wisconsin, 53154 .

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration) and stormwater also enters lateral sewers from foundation drains, improper connections and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (Program) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property through the District Private Property Infiltration and Inflow Policy (Policy); and

WHEREAS, the Municipality wishes to participate in the Program;

WHEREAS, the District has contracted with Oneida Total Integrated Enterprises ("OTIE") pursuant to a Request for Proposal to perform consulting services for municipal Private Property Inflow and Infiltration Reduction projects, Contract M10004E02; and

WHEREAS, the Municipality wishes to utilize OTIE for consulting services pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) December 31st, 2023, or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed \$540,000 for

approved private property I/I costs incurred through the work described in Attachment A (“the Work”), of which an amount not to exceed \$99,950.00 shall be paid directly to OTIE. The total project cost of \$580,000 is offset by Municipality funds. Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. No reimbursement will be made for costs incurred prior to the effective date of this Agreement or for costs that are not supported by documentation as outlined by this Agreement.

3. Program Publicity and Outreach Requirements

- a. The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.
- b. A minimum of a one (1) week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided in a timely manner of the meeting.

4. Selection of Professional Service Providers by Municipality

Pursuant to Wis. Stat. § 66.0301(3), the Municipality shall utilize OTIE for design Work under this Agreement as set forth in Attachment A. The selection of other professional service providers to perform Work funded by this Agreement, if any, shall be in accordance with the Municipality’s ordinances and policies.

5. Selection of Non-Professional Service Providers by Municipality

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List, organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District’s Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality’s bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality’s ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes or proposals as set forth in Attachment B;
- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District’s list of Authorized Contractors.

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Contractor Pay Applications

Prior to the Municipality paying contractors for Work funded by this Agreement, the District shall be provided an opportunity to review and endorse the contractor pay applications. The Municipality shall submit contractor pay applications for review through a Comment Form in the District's online application, eBuilder. All contractor pay applications shall include supporting documentation certifying that the Municipality has received and reviewed a proportionate amount of contract deliverables for which the Contractor is responsible.

The District shall review pay applications within seven (7) calendar days of submission. If the Municipality does not receive a response from the District within seven (7) calendar days, the application shall be considered approved.

8. Procedure for Reimbursement

For Work procured directly by the Municipality, the Municipality shall submit reimbursement requests to the District a minimum of three (3) times throughout this Agreement.

Each reimbursement request for expenses incurred by the Municipality shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All approved contractor pay applications, and other expense invoices. No municipal staff time or expenses will be funded through this Agreement.;
- c. All deliverables listed in Attachment B, proportionate and applicable to the Work completed as related to the request.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to thirty percent (30%) of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to expiration of this Agreement. Reimbursement requests, the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions should be directed to the District Senior Project Manager (SPM):

Rebecca Specht, P.E
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received. For Work under this Agreement performed by OTIE pursuant to Contract M10004E02, the District shall reimburse OTIE directly. Upon receipt of invoices through its eBuilder system, the District shall transmit copies to the Municipality. The Municipality shall review the invoices within 5 working days, and will indicate if it identifies

any discrepancies. The amount paid to OTIE shall then be deducted from the amount due to Municipality under this Agreement.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

10. Responsibility for Work

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

11. Post-Construction Verification

The Municipality and its contractor(s), if applicable, shall report to the District any problems that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of ten (10) years following substantial completion. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, to resolve the issue.

The Municipality shall be responsible for reporting post-workflow monitoring data and or other data related to identified measures of success for at least five (5) years post-work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality.

The terms of this Section 11 shall survive termination of this Agreement.

12. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its Commercial General Liability Insurance policies.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality

may terminate the Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

17. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have authority to enter into contracts on the District's behalf.

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

CITY OF OAK CREEK

By: _____
Kevin L. Shafer, P.E., Executive Director

By: _____
Daniel J. Bukiewicz, Mayor

Date: _____

Date: _____

By: _____
Catherine Roeske, City Clerk

Date: _____

Approved as to form:

Approved as to form:

Attorney for the District

Attorney for the Municipality

ATTACHMENT A
Municipality Work Plan



2021 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via email.

I. CONTACT INFORMATION

Municipality	
Applicant Name: Matt Sullivan	Municipality: City of Oak Creek
Mailing Address: 8040 S 6th Street	
Phone #: 414-766-7028	Email: msullivan@oakcreekwi.gov
Primary Contact: Susan Winnen	Primary Contact email: swinnen@oakcreekwi.gov
Primary contact phone #: 414-766-7034	
Consultant (if applicable)	
Firm: T.B.D.	Consultant's PM's Name:
Consultant Email:	Consultant Phone number:

II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable.

- Planning
 Investigative
 Construction/Rehab
 Post Project Evaluation
 Training
 Other

2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan?

\$ 540,000.00

3. Provide the scope of work that will be included in this work plan.

The City of Oak Creek is proposing a work plan to complete investigation and design for an upcoming PPII project. This project will be located in the Rowan Estates subdivision. This project will complete a full lateral replacement from the sanitary sewer main to the house, completed via open cut. This project will be similar to the PPII project Oak Creek completed in 2020.

1. Investigation – MMSD’s on call designer to prepare construction contracts for CCTV from the mainline for 48 properties and construction costs. The consultant will then review the existing condition of the laterals. Conformation of existing condition of the laterals will be conformed from the CCTV review.
2. Design – MMSD’s on call designer to prepare construction documents for full lateral replacement for up to 40 properties and assist with bidding.
3. Construction and Construction management – Construction costs for full lateral replacement and construction management over-site services provided by MMSD’s on call engineering services.

4. What entity is responsible for each work scope item e.g. municipality staff, consultant, contractor, District, etc.

Municipal staff will work in coordination with the engineering consultant (T.B.D., but expect we might work with OTIE again this cycle) and MMSD.

5. What is the total number of properties in the project area? 72

6. What is the assumed number of participating properties? 40

7. What is your justification for the assumed participation rate?

- Prioritization of properties based on investigative work
 Assumed percent of total based on previous projects
 Existing ROE agreements
 Other (Fill in Blank):

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area? <input type="checkbox"/> Pre 1940's <input checked="" type="checkbox"/> 1940 – 1960 <input type="checkbox"/> 1961-1980 <input type="checkbox"/> 1981-Present								
2. What is the average lot size within the project area? 15,000.00 <input checked="" type="checkbox"/> SF <input type="checkbox"/> Acres								
3. In this area, is it typical that foundation drains are connected? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								
4. What sewershed(s) or metershed(s) is this project located in? Sewershed OC1019 Meter OC4021 was installed in MH 864021 on September 8, 2020								
5. Collection system characteristics in project areas: <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Approximate year sanitary sewer was installed:</td> <td style="width: 35%;">Host Pipe Material(s):</td> <td style="width: 15%;">Pipe Size(s):</td> <td style="width: 25%;">Pipe Shape(s):</td> </tr> <tr> <td style="text-align: center;">1958</td> <td> <input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input type="checkbox"/> PVC </td> <td style="text-align: center;">8"</td> <td> <input checked="" type="checkbox"/> Circular <input type="checkbox"/> Other </td> </tr> </table>	Approximate year sanitary sewer was installed:	Host Pipe Material(s):	Pipe Size(s):	Pipe Shape(s):	1958	<input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input type="checkbox"/> PVC	8"	<input checked="" type="checkbox"/> Circular <input type="checkbox"/> Other
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1958	<input checked="" type="checkbox"/> VCP <input type="checkbox"/> Ductile Iron <input type="checkbox"/> Cast-Iron <input type="checkbox"/> Concrete <input type="checkbox"/> Asbestos <input type="checkbox"/> PVC	8"	<input checked="" type="checkbox"/> Circular <input type="checkbox"/> Other					
6. Within the project area, is the mainline rehabilitated? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <p style="margin-top: 10px;">If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.</p> <p>Sections were lined in 2021 with CIPP liner MH864023OD to MH864022 MH864037 to MH864036 MH864034 to MH864036 MH864035 to MH864034 MH864028 to MH864027</p> <p>Section were lined in 2018 with CIPP liner MH864029 to MH864028 MH864030 to MH864026 MH864033 to MH864034 MH864033 to MH864032 MH864031 to MH864032</p> <p>Several laterals were damaged and repaired with a water main project in 2013 8810 S Charmaine Cir 8781 S Patricia Blvd 3356 E Carol Ct 3410 E Bonnie Dr 3501 E Ruth Ellen Ln</p>								

7. Will public infrastructure work be contracted or completed with the private property work?

Yes No

If "Yes", provide details of the public work.

8. Include with your application, two maps; one of the limits of the sewershed(s) or metershed(s) the project is in, and one of the project limits. The maps shall meet the following requirements.

- Maps shall use a streets or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s), metershed(s), and project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing
- A north arrow and legend shall be included.
- Maps shall be between 5 and 40 scale and to a standard paper size i.e. 8.5"x11, 11"x17", etc.
- Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e. Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) Yes No

If "Yes," was the work completed through a previous PPII funding agreement? Yes No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference numbers the work was completed under.

If work was completed independent of the PPII program, included the report(s) with application in electronic format and list the name of the report in this section.

It is part of the Sanitary Master Plan modeling. The report is not completed at this time.

2. Describe how the project area and approach was chosen and prioritized.

Based on the sanitary model this subdivision has the highest inflow rate in the City.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

Non-compliant Compliant Inconclusive Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

<p>4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.</p>
<p>5. Does the project area have a history of CSOs or SSOs? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "Yes," provide the frequency of occurrences over the last ten years.</p>
<p>6. Does the municipality have recurring basement backup reports in the project area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.</p>
<p>7. Do you have metering, lift station run time, bypass pumping, basement backup, or any other pre-project baseline data? <input checked="" type="checkbox"/> Yes – go to item 8 <input type="checkbox"/> No – go to item 9</p>
<p>8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.</p> <p>MMSD Meter OC4021 was installed in MH 864021 on September 8, 2020</p>

9. Do you plan on collecting pre-project baseline data as part of this project? Yes – go to item 10
 No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement? If you intend to use the MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

Currently have a MMSD meter installed in the subdivision for the past year.

11. How do you intend to report project performance results? (metrics and target objectives of the project)

Comparison of pre-construction versus post-construction flow monitoring data.

V. PROJECT GOALS

1. What are the municipality's goals and objectives for the completed project? Please provide qualitative and quantitative measurables for success as they relate to the goals and objectives.

City's goal is to have 50% of the homes participate in the lateral program. We hope to reduce the inflow peak from over 18,000 gpad to under 10,000 gpad in the subdivision with a 10 year rainfall event.

VI. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including District and municipal administrative approvals, local board/council approvals, work task start and finish, public outreach, deliverables, and reimbursements. The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g. local council or board agenda deadlines). Provide the schedule in PDF format.

VII. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project cost? i.e. municipal funds, grant funding, property owner cost share, etc. Yes No

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding sources, and the value.

City staff will participate in progress meetings with MMSD and the consultant engineer, assist in public outreach, public bidding processes, contractor payments and change orders, reimbursement requests, project closeout.

City staff time value estimate: (43 weeks)(14 hours/week)(\$65.00/hour) = \$39,130.

City does not intend to request reimbursement for its own staff time spent on the project.

3. Describe your anticipated frequency of reimbursement requests to the District. (The funding agreement terms may dictate this frequency depending on the type of work).

Monthly reimbursement requests anticipated.

4. What department/individual/entity will be submitting and processing the reimbursement requests? Please include the name and contact information.

City of Oak Creek
Engineering Department
Susan Winnen, P.E.
swinnen@oakcreekwi.gov
414-766-7034

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests? Yes No

6. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each.

Bid package for field work (investigative - i.e. video recording of the laterals), and for construction (the lateral repairs or replacements) would be Class 2 published advertisement and posted on Quest CDN site. Sealed bids publicly opened and read, contract award(s) by Oak Creek Common Council.

City anticipates utilizing the services of MMSD's selected PP/II engineering consultant in the design and construction inspection efforts.

7. Explain the means and methods for segregating the costs (MMSD reimbursable costs and public work costs).

All costs for contracted field investigative work and construction work is expected to be included in reimbursement requests. City staff time spent on the project will not be part of any reimbursement requests. Consultant engineer expenses are anticipated to be run directly through MMSD.

8. Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e. mayor, city/village administrator, city/village clerk, city attorney, etc.)

Name: Daniel J. Bukiewicz	Position Title: Mayor
Name: Catherine Roeske	Position Title: City Clerk
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:

VIII. PUBLIC OUTREACH

1. Describe in detail your public outreach approach and what entity/individuals/departments will be responsible for the public outreach. Describe the venues and platforms that will be used. Describe the timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort. Describe any public outreach work that has already been completed or is in progress. If a specific person or entity is responsible for public outreach, include the name and contact information. (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.)

We expect to follow the process from our recent PPII project in 2020 in the Oakview No. 3 subdivision. That project had a fairly good participation level with 30 out of 58 laterals being repaired.

1. An informational packet is mailed to all of the properties, along with a questionnaire and request that property owners express Y or N to their interest in participating in the project.* This packet comes from the City Engineer's office. Michael Simmons,
2. If interested the property would be on the list for lateral video inspection.
3. If video inspection indicates repair/replacement is warranted, lateral gets included in the construction project.

No public outreach has taken place yet. We would have a project team kick-off meeting very shortly after the Funding Agreement is in place. Would like the packets sent and returned in time to advertise for lateral inspections to take place late March.

* This will be discussed at the project team kick-off meeting. If it is deemed necessary, a public informational meeting could be held at Oak Creek City Hall.

**2021-22 PPII Project Schedule
City of Oak Creek – Rowan Estates Neighborhood**

Task	Timeline
Approve Project Agreement between OC-MMSD – OC Common Council	3/15/2022
Kickoff meeting with design team (OC Eng./MMSD/Consultant)	3/21/2022
Informational letters/inspection waivers sent to prospective participants in target area (Responses due back by 4/15/2022)	3/28/2022
Review the inspection waiver responses received and tally participants	4/18/2022
Develop RFP for lateral inspections and advertise	4/20/2022 thru 5/06/2022
Award the lateral video inspections contract – OC Common Council	5/17/2022
Conduct the lateral video inspections	5/31/2022 thru 6/17/2022
Design team inspection of lateral videos and determination of lateral repair candidates	6/20/2022 thru 6/24/2022
Status update letters/repair waivers sent to verified candidate participants in target area (Responses due back by 7/8/2022)	6/27/2022
Compile the repair waiver responses and proceed with the repair project design and development of bid documents	7/10/2022 thru 8/12/2022
Advertise repair project for public bids	8/24/2022 thru 9/9/2022
Award the lateral repair contract – OC Common Council	9/20/2022
Conduct the lateral repairs	10/10/2022 thru 12/16/2022
Lateral repair project punch list walk-through	Spring 2023

**City of Oak Creek
PPII Project in Rowan Estates
Cost Estimate**

September 28, 2021

A. Design:

Consultant Engineer*	Unit	Quantity	Rate	Ext. Cost
Project Manager Engineer	Hrs.	345	\$150.00	\$51,750.00
Project Engineer/Technician	Hrs.	525	\$85.00	\$44,625.00
Administrative Assistant	Hrs.	65	\$55.00	\$3,575.00
				\$99,950.00

Assumptions:
8 hrs./week avg.
12 hrs./week avg.

*Based on 43 week design and construction time frame.

B. Construction:

Work Item	Unit	Quantity	Unit Price	Ext. Cost
Lateral Video Inspection	EA.	48	\$395.00	\$18,960.00
Lateral Relay/Repair	L.F.	2,400	\$95.00	\$228,000.00
Lateral Connection to Main	EA.	40	\$1,395.00	\$55,800.00
Lateral Connection to House	EA.	40	\$945.00	\$37,800.00
Asphalt Street Restoration	S.F.	2,600	\$9.00	\$23,400.00
Lawn Restoration	EA.	40	\$725.00	\$29,000.00
Contingencies (12%)				\$45,320.00
Estimated Total				\$438,280.00

C. Project Oversight

City Staff	Unit	Quantity	Rate	Ext. Cost
City Staff time estimate** (43 weeks x 14 hour/week)	HR	602	\$65.00	\$39,130.00
Estimated Total				

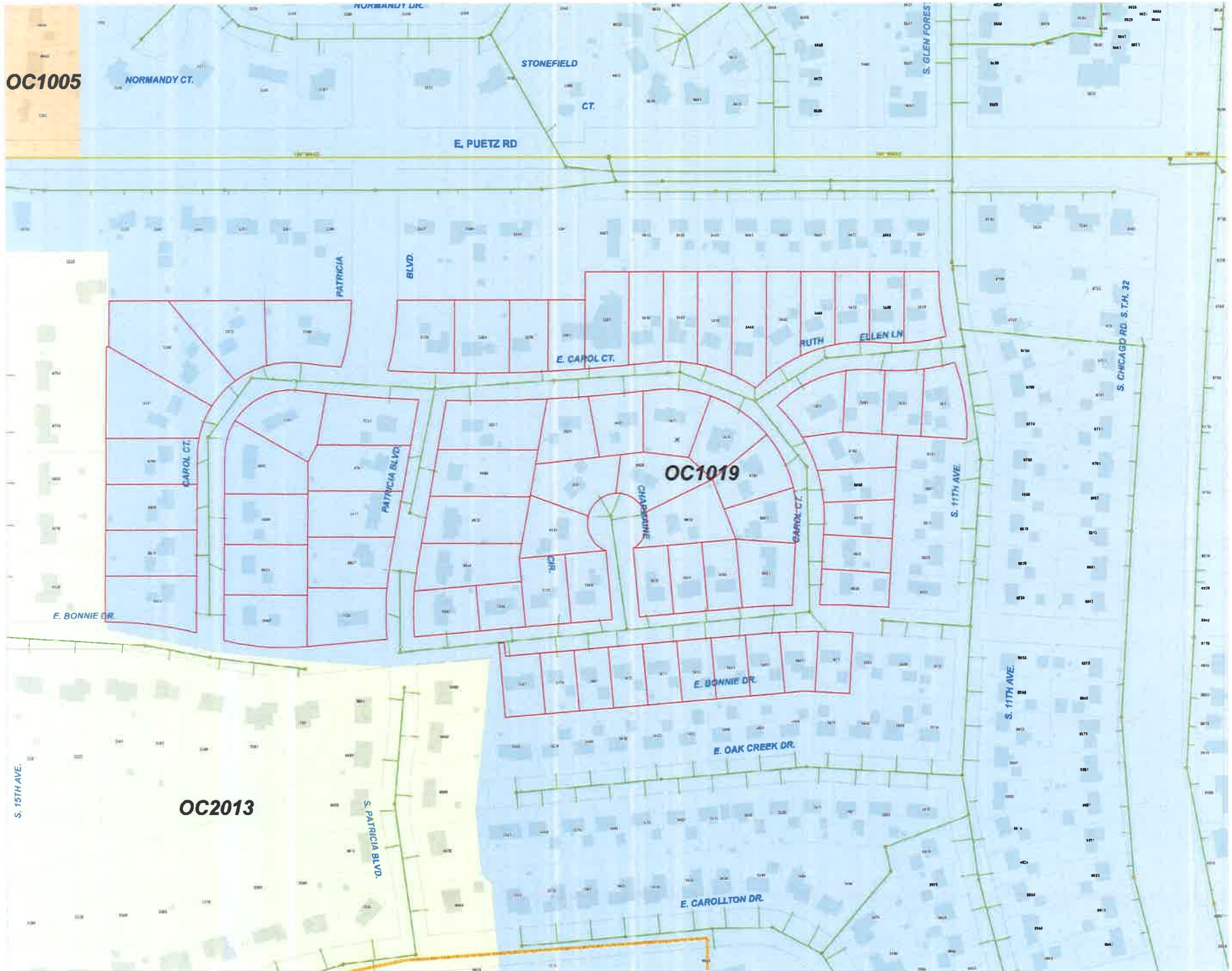
Total Project Cost: \$577,360.00

Engineer's Estimate: \$580,000.00

Requested Value of the MMSD PPII Funding Agreement \$540,000.00

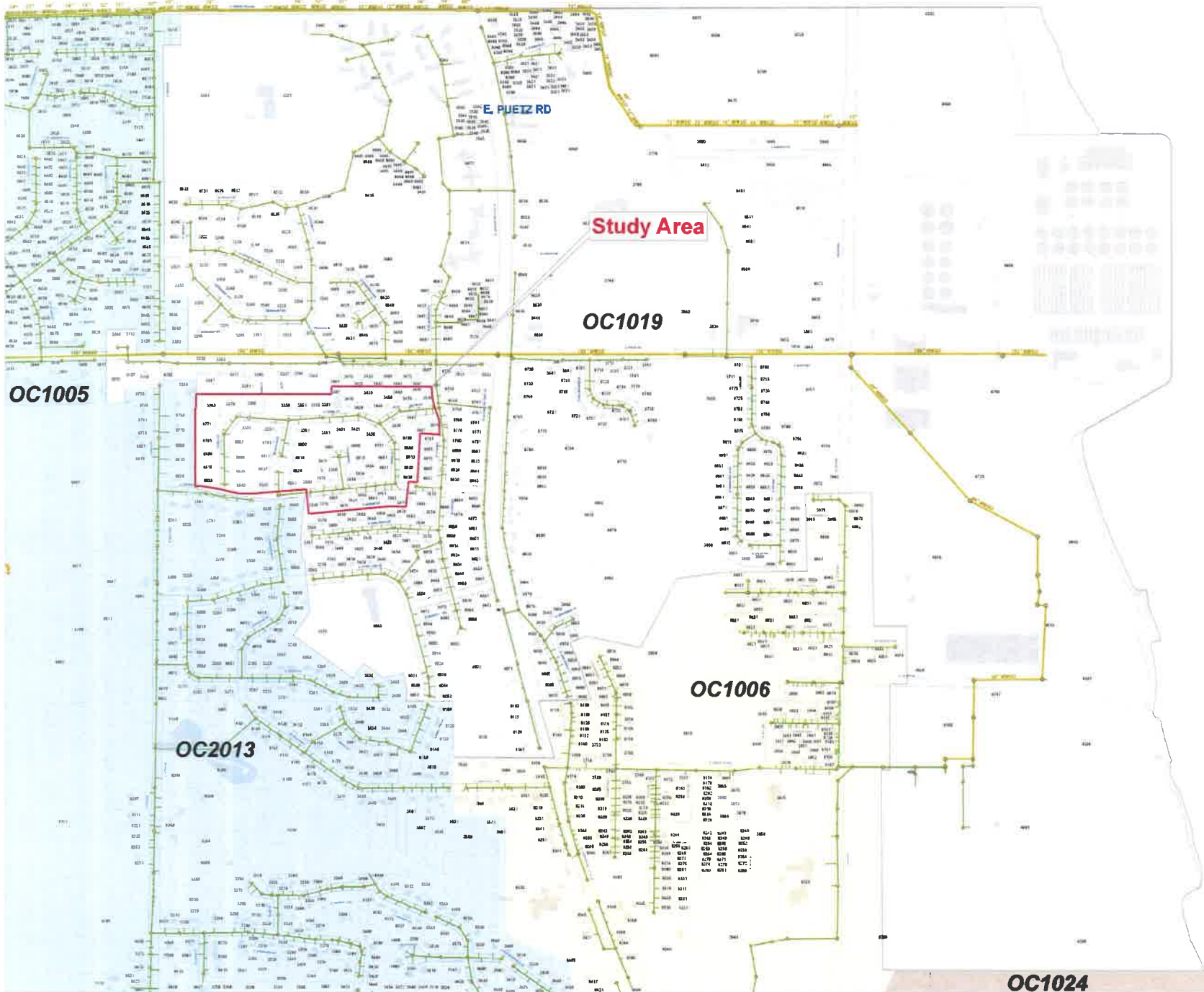
**Note: No City staff time will be requested for reimbursement.

Rowan Estates PPII Project



- Affected parcels
- Sanitary Sewer
 - Manhole
 - Sewer Riser Type
 - vert double
 - horiz double
 - standard riser
 - Sewer Lateral
 - Sanitary Sewer
 - Sewer Casing
 - MMSD_Mhs
 - MMSD_Mains

Rowan Estates PPII Project Sewershed OC1019



ATTACHMENT B
Agreement Deliverables

Pre-Construction Deliverables (To be submitted as indicated prior to beginning of construction):

1. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District SPM via email or other approved digital transfer method a minimum of one (1) week prior to bidding.
3. Municipality shall provide a copy of the Right of Entry or Access Agreement template to the District for review and approval prior to execution. Each Right of Entry or Access Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three (3) years following construction to inspect the work and determine the success of repairs.
4. Final bid documents shall be provided to the District SPM via email or other approved digital transfer method for review and approval prior to advertisement of the contract for bid.
5. Bid results from all procurement processes associated with the project shall be provided to the District SPM via email or other approved digital transfer method upon close of the bid process prior to award of contract.
6. Electronic copies of the executed contract documents shall be provided to the District SPM prior to the Municipality's issuance of the Notice to Proceed.

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the work contained in the submittal.
8. A minimum of a one (1) week notice of any project meetings shall be provided to the District SPM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five (5) days of the meeting.
9. An accurate schedule of field activities shall be provided to the District SPM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District SPM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports and testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District SPM via email or other approved digital transfer method on a

monthly basis or with reimbursement request, whichever occurs more frequently. All QA/QC submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

12. Inspection reports from the field engineer for work completed shall be submitted to the District SPM via email or other approved digital transfer method on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables organized, formatted, and delivered as specified by the contract and approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District SPM via email with, or prior to, the final reimbursement request. The template that must be used can be found on the District's website: <https://www.mmsd.com/government-business/rules-regulations/private-property-i-i>
15. Copies of the Right of Entry or Access Agreements for each homeowner, if required by the Work Plan, shall be submitted to the District SPM via email or other approved digital transfer method.
16. Documentation of the limits of the lateral replacement expressed in text and graphics (map overlay) shall be provided to each participating property owner, and copied to the District. The document shall include disclosure of all known deficiencies in the lateral that were not remedied and the responsibilities of the propertyowner.
17. Municipality will be responsible for providing pre-work flow monitoring data.
18. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
19. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property following the District template form data fields and format.
20. Following completion of the Work, the Municipality shall complete a survey of all property owner participants, compile the results, and submit the survey forms and results to the District through an approved digital transfer method, format, and file type. The survey deliverable shall include a summary of results in spreadsheet format.

ATTACHMENT C
Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of that Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

- 1. Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact, in the event of an emergency; (4) the contact information for the District's Senior Project Manager (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; (6) and a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
- 2. Warranty:** All Work performed under this Contract shall be warranted by Contractor for a period of no less than three (3) years from substantial completion. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. At least three (3) months prior to the end of the warranty period, Contractor shall perform a warranty inspection.
- 3. Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stat. § 66.0901 (9) (b), and shall not be released until the Work is complete, inclusive of the warranty inspection.
- 4. Warranty Inspection:** Contractor shall complete a warranty inspection via third party of the Work, via CCTV or other method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding shall be provided to the Municipality and the District within fifteen (15) days of inspection. The retainage portion of this Contract shall not be paid until the warranty inspection is complete. Contractor's obligations to perform a warranty inspection shall survive termination of this Contract.

- 5. Reporting:** For a period of ten (10) years post substantial completion, if the Contractor becomes aware of any problems arising with the Work, Contractor shall notify the Municipality and the District.
- 6. Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 3/15/2022 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,091.98 were collected.

Critical Success Factor(s):

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

Background:

The License Committee met on 3/3/2022. Recommendations are as follows:

1. Deny an Operator’s license to Sherry A. Skramstad, 10315 W. Greenfield Ave., Milwaukee, WI 53214 (BP W Discount Liquor) for felony convictions that substantially relate to the licensing activity.
2. Deny an Operator’s license to Kamal Hasan, 3712 N. Sherman Blvd., Milwaukee, WI 53216 (MOD Pizza) for felony convictions that substantially relate to the licensing activity.
3. Deny an Operator’s license to Brittany Kehoss, 6563 W. Dodge Pl., Milwaukee, WI 53220 (Aldi) for being a habitual offender of convictions that substantially relate to the licensing activity.

The following items were received after License Committee met. Tentative recommendations are as follows:

4. Grant an Operator’s license to (favorable background reports received):
 - * Corey J. Philleo (Meijer)
 - * Aaron R. Karnowski (Kwik Trip)
 - * Brittney A. Carney (D’Vine)
 - * Alyssa C. Cheaney (Pick ‘n Save)
 - * Jennifer A. Immel (Pick ‘n Save)
5. Grant a 2021-22 Class B Combination license to Timmy Wishman, agent, Old Skoolz LLC dba South Bound Again, 9504 S. Chicago Rd., with release of license subject to final department approval and issuance of Occupancy Permit.
6. Grant a Change of Agent for the 2021-22 license issued to Mega Marts LLC dba Pick ‘n Save #862, 8770 S. Howell Ave., from Jai Jensen to Charles Stauche (favorable background reports received).

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 March 9, 2022 Vendor Summary Report in the total of \$680,464.55.

Fiscal Impact: Total claims paid of \$680,464.55.

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. \$5,424.73 to Animal Wellness Center of Oak Creek (pg #3) for canine surgery.
2. \$5,500.00 to Ascension Columbia St. Mary's (pg #3) for Oak Creek portion of Public Health Collaborative Project officer.
3. \$6,220.00 to Buelow Vetter (pg #4) for legal services.
4. \$76,565.20 to Compass Minerals Company (pg #5) for salt inventory.
5. \$7,952.50 to Eco Resource Consulting, Inc. (pg #6) for PEC mitigation.
6. \$16,366.02 to Enterprise FM Trust (pg #6) for DPW vehicle lease monthly payment, Project #19024.
7. \$6,000.00 to Forge & Flare Apartments (pg #6) for Warming House 2022 rental fee (Tourism).
8. \$100,978.42 to GFL Environmental (pg #7) for February trash and recycling.
9. \$5,688.00 to Jotform Inc. (pg #2) for annual subscription (IT).
10. \$13,323.80 to Kansas City Life Insurance Co. (pgs #8-9) for April disability insurance.
11. \$5,480.61 to Milwaukee County Treasurer (pg #10) for February court fines and 2021 special charges for lottery credit.
12. \$33,707.67 to Multimedia Communications & Engineering, Inc. (pg #11) for east side fiber expansion, Project #22012.
13. \$7,360.64 to Nassco Inc. (pg #11) for floor scrubber.
14. \$12,317.94 to Poms Tire Service (pg #12) for tires.
15. \$5,120.00 to Professional Service Industires (pg #13) for semi-annual monitoring of Drexel landfill.

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16. \$6,966.28 to Securian Financial Group, Inc. (pg #14) for April employee life insurance.
17. \$78,175.05 to Sherwin Industries, Inc. (pgs #14-15) for Crafcop Patcher II Hot Mastic Applicator, Project #22024.
18. \$19,465.65 to Total Energy Systems, LLC (pg #16) for PD generator transfer switches controller upgrade, Project #22017.
19. \$16,375.00 to Tyler Technologies, Inc. (pg #16) for consulting services.
20. \$70,826.53 to US Bank (pgs #19-28) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
21. \$77,048.90 to WE Energies (pgs #1, 2, & 17) for street lighting, electricity & natural gas.
22. \$10,222.30 to WI Court Fines & Surcharges (pg #17) for February court fines.

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: 3/9/2022 Invoice GL Distribution Report