



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

COMMON COUNCIL MEETING AGENDA

JULY 18, 2023

7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski – 1st District
Greg Loreck – 2nd District
James Ruetz – 3rd District
Lisa Marshall – 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: 6/6/23 (held 6/20/23)
4. Approval of Minutes: 6/20/23

Recognition

5. **Council Proclamation:** Consider Council Proclamation No. 23-04, Congratulations to Shanda Caveney, 2022 Oak Creek Citizen of the Year (by Committee of the Whole).
6. **Mayoral Proclamation:** National Farmers Market Week, August 7 – 13, 2023.

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.

7. **Zone Text Amendment:** Consider proposed amendments to Tables 17.0304(b) and 17.0304(c); Sections 17.0403(d) and (e); Sections 17.0414(b), (d), and (u); Section 17.0505; Section 17.0507(a)(5); Sections 17.0604(b)(6) and (c)(6); Sections 17.0605(a) and (e); Sections 17.1001(d) and (g); and Section 17.1004(b) of Chapter 17 – Zoning and Sign Ordinance of the Municipal Code (by Committee of the Whole).
8. **Ordinance:** Consider Ordinance No. 3077, amending Tables 17.0304(b) and 17.0304(c); Sections 17.0403(d) and (e); Sections 17.0414(b), (d), and (u); Section 17.0505; Section 17.0507(a)(5); Sections 17.0604(b)(6) and (c)(6); Sections 17.0605(a) and (e); Sections 17.1001(d) and (g); and Section 17.1004(b) of Chapter 17 of the Municipal Code (Zoning and Sign Ordinance) (by Committee of the Whole).

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>.

9. **Official Map Amendment:** Consider a proposal by Hillside Coffee House and the City of Oak Creek to amend the Official Map for a portion of the part of the northwest ¼ of Section 28 (mapped, unimproved right-of-way affecting the properties at 225 and 237 E. Ryan Rd.) (3rd District).
10. **Ordinance:** Consider Ordinance No. 3078, amending the Official Map for a portion of the northwest ¼ of Section 28 (mapped, unimproved right-of-way affecting the properties at 225 and 237 E. Ryan Rd.) (3rd District).

New Business

11. **Motion:** Consider a motion to approve the Plan of Finance for \$16,220,000 General Obligation Refunding Bonds, Series 2023D (by Committee of the Whole).
12. **Resolution:** Consider Resolution No. 12418-071823, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$16,220,000 General Obligation Refunding Bonds, Series 2023D (by Committee of the Whole).
13. **Motion:** Consider a motion to approve the purchase of electronic poll books (Badger Books) from Paragon Development Services in the amount of \$57,730.65 (by Committee of the Whole).

COMMUNITY DEVELOPMENT

14. **Resolution:** Consider Resolution No. 12421-071823, approving the Condominium Plat for the Royal Estates Condominium for the property at 9102, 9120, and 9140 S. 27th Street (6th District).
15. **Motion:** Consider a motion to approve the Waiver of Road and Highway Reservation affecting the properties at 9102, 9120, and 9140 S. 27th Street (6th District).
16. **Resolution:** Consider Resolution No. 12422-071823, approving a Certified Survey Map submitted by Matias Chapa and Nicole Rolefson & Bernie and Carol Wiede for the properties at 9709 S. Howell and 9676 S. Fox Run (5th District).

ENGINEERING

17. **Resolution:** Consider Resolution No. 12419-071823, approving the Heyday Oak Creek Development Agreement with CR OAK CREEK LAND, LLC for the design and construction of public improvements for the development located at 2231 W. Puetz Rd. (Tax Key No. 857-9014) (Project Nos. 23050 and 23051) (6th District).
18. **Resolution:** Consider Resolution No. 12420-071823, approving a Storm Water Management Practices Maintenance Agreement with CR OAK CREEK LAND, LLC, for the Heyday Oak Creek Development located at 2231 W. Puetz Rd. (Tax Key No. 857-9014) (6th District).
19. **Resolution:** Consider Resolution No. 12423-071823, approving The Learning Experience at Oak Creek Development Agreement with Oak Creek Forest Hill, LLC for the design and construction of public improvements for the development located at 150 W. Forest Hill Ave. (Tax Key No. 813-9066, 813-9067, 8139-9068) (Project No. 23052) (2nd District).

LICENSE COMMITTEE

20. **Motion:** Consider a *motion* to approve the various license requests as listed on the 7/18/23 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

21. **Motion:** Consider a *motion* to approve the June 28, 2023 Vendor Summary Report in the amount of \$1,009,993.29 (by Committee of the Whole).
22. **Motion:** Consider a *motion* to approve the July 12, 2023 Vendor Summary Report in the amount of \$837,119.59 (by Committee of the Whole).
23. **Resolution:** Consider *Resolution* No. 12417-071823, authorizing payment of bills, debts and obligations (by Committee of the Whole).

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 414-766-7000, by fax at 414-766-7976, or by mail at 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.

COUNCIL PROCLAMATION 23-04**CONGRATULATIONS TO****SHANDA CAVENEY****2022 OAK CREEK CITIZEN OF THE YEAR**

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

WHEREAS, the Oak Creek Citizen of the Year Committee has selected Shanda Caveney as its 2022 Citizen of the Year, for which she will be duly honored at a recognition dinner on Friday, July 14, 2023; and

WHEREAS, Shanda Caveney is married to her husband Daniel and has two children, Austin and Sariah; and

WHEREAS, while currently a resident of Caledonia, Shanda resided in Oak Creek for years, and the impact she made and continues to make on the Oak Creek Community cannot be overlooked; and

WHEREAS, Shanda has been employed by Waterstone Bank for over 10 years and has been the Community President at their Howell Ave., Oak Creek location since 2019; and

WHEREAS, through Waterstone Bank, Shanda worked to partner with WTMJ to collect items for their Community Baby Shower; and

WHEREAS, it was during her years at Waterstone Bank that Shanda became known to the Oak Creek community with various volunteer opportunities at The Center and other organizations, including helping to arrange nearly \$24,000 in sponsorships from Waterstone Bank in the past three years alone; and

WHEREAS, Shanda is a member of the South Suburban Chamber of Commerce and has been on the Oak Creek Community Center Board of Director for two years where she has served as their Treasurer; and

WHEREAS, Shanda has been on the Oak Creek National Night Out Committee for three years, has been an Oak Creek Lion since 2016, has volunteered as a Salvation Army Bell Ringer at Christmastime and was a judge for the Distinguished Young Women scholarship which provides scholarship opportunities to empower young women reach their full potential and become confident leaders; and

WHEREAS, Shanda was involved for three years with her daughter with the Girl Scouts, and was a member of the Oak Creek High School Quarterback Club while her son played football; and

WHEREAS, in addition to her many volunteer hours here in Oak Creek, Shanda also was on the South Milwaukee Heritage Day Parade Committee for eighteen years, a Parade funded solely by fundraisers ran by their volunteers year round; and

WHEREAS, Shanda has volunteered at the Hunger Task Force Farm in Franklin, Wisconsin, a unique 208 acre farm that provides half a million pounds of fresh fruit and veggies into local food banks each growing season in Southeastern, WI.

WHEREAS, through her commitment and passion for making a difference in the community by giving of herself hours of community service she is truly deserving of this recognition.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby congratulate Shanda Caveney on being selected the 2022 Oak Creek Citizen of the Year.

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

Passed and adopted this 18th day of July, 2023.

President, Common Council

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

**Mayoral Proclamation
National Farmers Market Week
August 7 - 13, 2023**

WHEREAS farmers markets continue to provide access to safe and nutritious food in the face of market disruptions while also shortening supply chains and reinforcing a competitive food system benefitting producers and consumers; and

WHEREAS the U.S. Department of Agriculture recognizes the importance of expanding regional agricultural marketing opportunities that improve access to the Supplemental Nutrition Assistance Program, increase access to healthy, locally grown foods, and promote a more direct distribution of food to individuals and institutions, thereby reducing the overall climate impact of our supply chain; and

WHEREAS farmers markets have evolved to serve as a set of vital hubs for rediscovering community, helping rural and urban communities reconnect with one another, and creating more equitable economic opportunities; and

WHEREAS farmers markets embody the American spirit of overcoming challenges to build back better by contributing to the USDA's Food System Transformation Framework to enhance and strengthen a fair, competitive, and resilient food system.

NOW, THEREFORE, BE IT RESOLVED, that I, Daniel J. Bukiewicz, Mayor of the City of Oak Creek, do hereby designate the week August 7-13, 2023 as National Farmers Market Week and urge all citizens to celebrate farmers markets with appropriate observances and activities.

Dated this 18th day of July, 2023.

Daniel J. Bukiewicz
Mayor, City of Oak Creek

ATTEST:

Catherine A. Roeske
City Clerk, City of Oak Creek

TO BE PUBLISHED JUNE 28 & JULY 5, 2023

OFFICIAL NOTICE

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

PURPOSE: The purpose of this public hearing is to consider proposed amendments to Tables 17.0304(b) & 17.0304(c); Sections 17.0403(d) & (e); Sections 17.0414(b), (d), (u); Section 17.0505; Section 17.0507(a)(5); Sections 17.0604(b)(6) & (c)(6); Sections 17.0605(a) & (e); Sections 17.1001(d) & (g); and Section 17.1004(b) of Chapter 17 – Zoning and Sign Ordinance of the Municipal Code.

Hearing Date:
July 18, 2023

Time:
7:00 PM

Place:
Oak Creek City Hall
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

Proposal: The proposal would amend Tables 17.0304(b) & 17.0304(c); Sections 17.0403(d) & (e); Sections 17.0414(b), (d), (u); Section 17.0505; Section 17.0507(a)(5); Sections 17.0604(b)(6) & (c)(6); Sections 17.0605(a) & (e); Sections 17.1001(d) & (g); and Section 17.1004(b) of Chapter 17 – Zoning and Sign Ordinance of the Municipal Code for the following:

- Table 17.0304(b) Permitted and Conditional Uses, Residential Districts - Amends “Solar Energy Collection System, Roof Mounted” from a Conditional Use to a Permitted Use in all residential districts.
- Table 17.0304(b) Permitted and Conditional Uses, Nonresidential Districts
 - Adds “Garden Plots for Rent” as a Conditional Use in the P-1, Park district.
 - Adds “Manufacturing, Artisan” as a Conditional Use in the B-2, Community Business and B-3, Office and Professional Business districts, and as a Permitted Use in the B-4, General Business district.
 - Amends “Solar Energy Collection System, Roof Mounted” from a Conditional Use to a Permitted Use in all nonresidential districts.
 - Amends “Solar Energy Collection System, Ground Mounted” from a Permitted Use to a Conditional Use in all nonresidential districts.
- Section 17.0403(d) Residential Use Standards, Dwelling, Single-Family Attached - Updates the maximum size of an attached garage for single-family attached homes to be consistent with standards for detached accessory garages, at a maximum of 75% of the livable area of the principal building.
- Section 17.0403(e) Residential Use Standards, Dwelling, Single-Family Detached
 - Updates the maximum size of an attached garage for single-family detached homes to be consistent with standards for detached accessory garages, at a maximum of 75% of the livable area of the principal building.
 - Adds standards that apply specifically to side-entry garages for single-family detached homes.

- Section 17.0414(b) Accessory Use Standards, Accessory, Dwelling - Allows for accessory dwelling units to be allowed above or within an existing detached garage.
- Section 17.0414(d) Accessory Use Standards, Accessory, Structure
 - Increases the maximum allowed cumulative area of accessory structures on a lot to 400 square feet.
 - Clarifies setback requirements.
- Section 17.0414(u) Decks
 - Distinguishes decks from accessory structures, and provides a maximum size limit for detached decks (500 square feet).
 - Clarifies setback requirements.
- Section 17.0505 Landscape - clarifies that residential developments are subject to the requirements of the Tree Preservation ordinance, Section 17.0505(d).
- Section 17.0507(a)(5) – Clarifies that street-facing side yard fences shall incorporate a minimum of one (1) tree, one (1) bush/shrub, or one (1) group of perennial plantings spaced not less than 15 feet apart for the length of the fence and within three (3) feet of the fence. For any proposed fence, the minimum number of landscape elements shall not be less than two (2). To calculate minimum landscaping requirements for fence lengths resulting in a fractional number: fractions less than 0.5 shall round down to the next lower whole number and fractions 0.5 or greater shall round up to the next highest whole number.
- Section 17.0604(b)(6) Single-Tenant Monument Signs, Sign Base – Requires the sign base to have a minimum width not less than the width of the sign face.
- Section 17.0604(c)(6) Multi-Tenant Monument Signs, Sign Base – Requires the sign base to have a minimum width not less than the width of the sign face.
- Section 17.0605(a) Standards for Temporary Signs Requiring a Permit – Clarifies and distinguishes the requirements for display periods in nonresidential districts from the display period for real estate post signs.
- Section 17.0605(e) Standards for Temporary Signs Requiring a Permit, Real Estate Post Signs – Establishes standards for real estate post signs, including a maximum area (32 square feet), maximum height (6 feet), maximum number per lot frontage (2), setbacks, and conditions.
- Sec. 17.1001(d) to revise the definition of Accessory Building: “A structure which requires a building permit, contains at least three (3) walls and a roof, has a permanent foundation or floor, is detached from a principal building on the same lot, and is customarily incidental and subordinate to the principal building or use. Accessory buildings shall include, but not be limited to, garages and sheds. Accessory buildings do not include general farm buildings, portable/temporary buildings, enclosures, or structures.”
- Section 17.1001(g) to revise the definition of Accessory Structure: “A structure which requires a building permit, may or may not have a permanent foundation, is detached from a principal building on the same lot, and is customarily incidental and subordinate to the principal building or use. Accessory structures shall include, but not be limited to, lean-tos, gazebos, and pergolas. Portable/temporary carports, or roofed, wall-less canopy-like structures are prohibited. Decks are not considered accessory structures, but do require permits. For floodplain purposes, an accessory structure is a facility, structure, or building which is accessory or incidental to the principal use of a property, structure, or building and shall not be used for human habitation.”
- Section 17.1004(b) to revise the definition of Deck: “An unenclosed exterior structure that has no roof or sides but has a permeable floor which allows the infiltration of precipitation. Decks may be attached to or detached from the principal structure (freestanding). Detached (freestanding) decks are not considered accessory structures for building permit purposes.”

The existing text of the above Sections of the Municipal Code can be found on the City’s website at www.oakcreekwi.org/your-government/municipal-code. The entire text of the proposed amendments listed above is available for review upon request.

The Common Council has scheduled other public hearings for July 18, 2023 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed changes may contact the City of Oak Creek at (414) 766-7000, during regular business hours (7:30 AM – 4:00 PM).

Date of Notice: June 21, 2023

CITY OF OAK CREEK COMMON COUNCIL

By: Dan Bukiewicz, Mayor

PUBLIC NOTICE

PLEASE NOTE: Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 414-766-7000 or write to 8040 S. 6th St., Oak Creek, WI 53154.



COMMON COUNCIL REPORT

Item: Text Amendments - Multiple Sections

Recommendation: That the Council adopts Ordinance 3077, an ordinance to amend Tables 17.0304(b) & 17.0304(c); Sections 17.0403(d) & (e); Sections 17.0414(b), (d), (u); Section 17.0505; Section 17.0507(a)(5); Sections 17.0604(b)(6) & (c)(6); Sections 17.0605(a) & (e); Sections 17.1001(d) & (g); and Section 17.1004(b) of Chapter 17 of the Municipal Code (Zoning and Sign Ordinance).

Fiscal Impact: No direct fiscal impact.

Critical Success Factor(s):

- Active, Vibrant and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Since the adoption of the Zoning Code in March 2022, Community Development staff have identified amendments that would address recent questions and issues that arise in permit requirements and reviews.

Below are brief explanations of each proposed amendment. Red-lined Code Sections are attached for reference.

1. Table 17.0304(b) Permitted and Conditional Uses, Residential Districts & Table 17.0304(c), Nonresidential Districts

- Amends “Solar Energy Collection System, Roof Mounted” from a Conditional Use to a Permitted Use in all residential districts.
- Adds “Garden Plots for Rent” as a Conditional Use in the P-1, Park district.
- Adds “Manufacturing, Artisan” as a Conditional Use in the B-2, Community Business and B-3, Office and Professional Business districts, and as a Permitted Use in the B-4, General Business district.
- Amends “Solar Energy Collection System, Roof Mounted” from a Conditional Use to a Permitted Use in all nonresidential districts.
- Amends “Solar Energy Collection System, Ground Mounted” from a Permitted Use to a Conditional Use in all nonresidential districts.

2. Section 17.0403(d) Residential Use Standards, Dwelling, Single-Family Attached & Section 17.0403(e) Residential Use Standards, Dwelling, Single-Family Detached

- Proposed language updates the maximum size of an attached garage for single-family attached and detached homes to be consistent with standards for detached accessory garages, at a maximum of 75% of the livable area of the principal building.

- Proposed language adds standards that apply specifically to side-entry garages for single-family detached homes. This amendment corrects an oversight and clarifies that side-entry garages are allowed as part of the principal facade

3. Section 17.0414(b) Accessory Use Standards, Accessory, Dwelling

- Proposed language allows for accessory dwelling units to be allowed above or within an existing detached garage.

4. Section 17.0414(d) Accessory Use Standards, Accessory, Structure

- Proposed language distinguishes decks from accessory structures, and revises maximum size limits for detached decks (maximum 500 square feet) and accessory structures (maximum 400 square feet). This amendment addresses recent building permit applications for residential accessory structures, such as gazebos and pergolas, and detached decks that exceed the current size limitation of 100 square feet, or up to 200 square feet with Community Development Director approval.

- Proposed language clarifies setbacks for both accessory structures and decks, which shall not be located ahead of the front elevation of the primary building, shall maintain side setbacks, shall have a minimum of a five (5)-foot rear setback, and shall have a maximum size of 500 square feet. This amendment addresses recent building permit applications for detached decks, often surrounding a pool, that exceed the current size limitation of 100 square feet, or up to 200 square feet with Community Development Director approval.

5. Section 17.0505 Landscape.

- Proposed language clarifies that residential developments are subject to the requirements of the Tree Preservation ordinance, Section 17.0505(d).

- Proposed language regarding landscaping of residential street-facing side yard fences provides detail on the level of landscaping required when a street-facing side yard fence exceeds four (4) feet in height. This amendment provides greater clarity for staff and applicants in the fence permitting process.

6. Section 17.06 Signs.

- Proposed language requires that the sign base for monument signs shall not have a width less than the width of the sign face. Currently, the Code requires that the base of a monument sign shall extend horizontally from the sign face a minimum of 10% and a maximum of 25% of the width of the sign face.

- Proposed language adds standards for real estate post signs, which are not addressed in the current Code. New language includes standards on maximum size, height, and number of signs, along with permitted location. The display period for real estate post signs is distinguished from other temporary signs, with a maximum of two (2) display periods annually, each with a maximum of 90 continuous days.

7. Section 17.10 Definitions.

- Clarification to the definitions of Accessory Building, Accessory Structure, and Deck. This change removes inconsistencies surrounding building permit requirements, clarifies the difference between an Accessory Building and an Accessory Structure, and clarifies that freestanding decks will no longer be considered Accessory Structures for building permit purposes.

(Report co-drafted by Zoning Administrator/Planner Sylvia Brueckert).

After careful consideration at their June 13, 2023 meeting, the Plan Commission recommended Common Council approval of the proposed zoning text amendments. The changes to the table and definitions (and requisite renumbering) are reflected in the attached ordinance.

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

Prepared and Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Fiscal Review:


Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Prepared:


Kari Papelbon, CFM, AICP
Senior Planner

Approved:


Doug Seymour, AICP
Director of Community Development

Attachments:

Ordinance 3077

Excerpted Plan Commission Minutes (2 pages)

Table 17.0304(b) Permitted and Conditional Uses

Use	Additional Regulation	ER	Rs-1	Rs-2	Rs-3	Rs-4	Rs-5	Rd-1	Rm-1
Governmental Use, Outdoor		C	C	C	C	C	C	C	C
School, Private									
School, Public									
Utility, Minor		P	P	P	P	P	P	P	P
Utility, Major		C	C	C	C	C	C	C	C
Telecommunications Towers	17.0413(a)	C	C	C	C	C	C	C	C
Accessory Uses									
Accessory, Building	17.0414(a)	P	P	P	P	P	P	P	P
Accessory, Dwelling	17.0414(b)		C	C	C	C			
Accessory, Structure	17.0414(d)	P	P	P	P	P	P	P	P
Bridle Path		P							
Building for the Housing of Horses and other Animals	17.0414(e)	P							
Home Occupation	17.0414(h)	P	P	P	P	P	P	P	P
Keeping and Raising of Horses and other Animals	17.0414(i)	P							
Solar Energy Collection System, Ground Mounted	17.0414(p)	C	C	C	C	C	C	C	C
Solar Energy Collection System, Roof Mounted	17.0414(q)	P	P	P	P	P	P	P	P
Swimming Pools, Hot Tubs, Saunas, and Similar Installations, Private	17.0414(r)	P	P	P	P	P	P	P	P
Sport Court, Private	17.04014(s)	P	P	P	P	P	P	P	P
Temporary Uses									
Car, Truck, and Recreational Vehicle Parking	17.0415(a)	T	T	T	T	T		T	
Construction Related		T	T	T	T	T	T	T	T
Garage / Estate Sale		T	T	T	T	T	T	T	T
Portable Storage Structure	17.0415(e)	T	T	T	T	T	T	T	T
Real Estate Sales or Rental Field Offices		T	T	T	T	T	T	T	T
Model Home		T	T	T	T	T	T	T	T

SECTION 2: Table 17.0304(c) is hereby amended to read as follows:

Table 17.0304(c)
Permitted and Conditional Uses, Nonresidential Districts

Use	Additional Regulation	A-1	DTS	B-2	B-3	B-4	B-6	Lm-1	M-1	I-1	P-1
Agricultural Uses											
Agritourism Related Uses		C									
Aquaculture		P									
Garden Plots for Rent		P								C	C
General Farm Structures		P									
General Farming		P									

Table 17.0304(c)
Permitted and Conditional Uses, Nonresidential Districts

Use	Additional Regulation	A-1	DTS	B-2	B-3	B-4	B-6	Lm-1	M-1	I-1	P-1
Keeping and Raising of Domestic Stock, Commercial	17.0402(a)	P									
Plant Nursery / Greenhouse		P		C	C	C		C	C		C
Solar Energy Collection System, Farm		P							C		
Residential Uses											
Dwelling, Multifamily Above Ground Floor			P	C		P	P				
Dwelling, Single-Family Attached											
Dwelling, Single-Family Detached	17.0403(e)	P									
Recreational Uses											
Art Gallery / Museum			P	C		P	P			C	
Boat Mooring and Rental / Marina											C
Campground		C									C
Family Entertainment Center / Indoor Commercial Amusement / Fun Center							C				
Golf Course											C
Golf Course, Miniature						C	C				C
Health, Athletic, or Recreation Facility, Indoor			C	C	C	P	P	C	C	P	C
Health, Athletic, or Recreation Facility, Outdoor						C	C		C	P	C
Parks and Playgrounds, Private		C	C	C	C	C	C			C	C
Parks and Playgrounds, Public		P	P	P	P	P	P			P	P
Shooting / Archery Range, Indoor						P	P	C	C		
Shooting / Archery Range, Outdoor						C	C				
Retail Uses											
Adult Entertainment	17.0405(a)								P		
General Retail, less than 50,000 sq ft			P	C		P	P				
General Retail, 50,000 sq ft - 100,000 sq ft			P			P	P				
General Retail, more than 100,000 sq ft			C			C	P				
Grocery Store			C	C		P	P				
Multitenant Shopping Center			P	C		P	P				
Neighborhood Retail	17.0405(d)			P							
Outlot Retail Building	17.0405(e)		P			P	P				
Wholesale						C	P				
Service Uses											
Animal Training / Therapy						C		C	C		
Animal Daycare / Recreation						C		C	C		
Bank / Financial Institution			P	C	P	P	P				
Funeral Parlor with Cremation Services						C			C		
Funeral Parlor without Cremation Services						P					
Day Care Center			P	C	P	P	P			C	

Table 17.0304(c)
Permitted and Conditional Uses, Nonresidential Districts

Use	Additional Regulation	A-1	DTS	B-2	B-3	B-4	B-6	Lm-1	M-1	I-1	P-1
General Service			P	C	P	P	P				
Kennel / Boarding Facility / Shelter	17.0406(a)					C		C	C		
Neighborhood Service	17.0406(b)			P	C						
Private Emergency Service						C		C	C		
Self Service Laundry / Dry Cleaner						P	P				
Tattoo, Body Piercing, and Body Art Studios				C		C					
Veterinary Clinic / Animal Hospital	17.0406(c)					C		C	C		
Lodging Uses											
Hotel			P			P	P				
Hotel, Extended Stay			C			C	C				
Motel			C			C	C				
Eating and Drinking Uses											
Drinking Establishment			C			C	C				
Café	17.0408(a)		P	P	P	P	P				
Mobile Retail Food Establishment / Food Truck Park	17.0408(b)		P	P	P	P	P				
Microbrewery / Winery / Distillery			P			P	P	C	P		
Restaurant, Delivery / Carry Out Only			P	C		P	P				
Restaurant, Fast Casual			P	C		P	P				
Restaurant, Sit Down			P	C		P	P				
Tasting Room, Brewery, Winery, Distillery			P			P	P	P	P		
Vehicle Related Uses											
Autobody / Automotive Mechanical Repair						C	C	C	C		
Car Wash						C	C				
Electric Vehicle Charging Stations			P	P	P	P	P	P	P		
Equipment Sales and Rental	17.0414(l)	C						C	C		
Fuel Sales	17.0409(a)					C	C				
Fueling Plaza	17.0409(a)					C	C				
Service Station						C	C				
Vehicle Sales and Rental	17.0414(l)					C	C	C	C		
Office Uses											
Office, General				C	P	P	P	P	P		
Office, Above Ground Floor			P		P	P	P				
Office, Medical / Dental			P		P	P	P				
Industrial Uses											
Brewery / Winery / Distillery								P	P		
Contractor's Shop / Office									C		
Contractor's Yard	17.0414(m)								C		
Laboratory								P	P		

Table 17.0304(c)
Permitted and Conditional Uses, Nonresidential Districts

Use	Additional Regulation	A-1	DTS	B-2	B-3	B-4	B-6	Lm-1	M-1	I-1	P-1
Manufacturing, Artisan	17.0411(a)		C	C	C	P		P	P		
Manufacturing, Heavy									C		
Manufacturing, Light								P	P		
Motor Freight Terminal									C		
Research and Development Facility						C		C	C		
Self Storage								C	P		
Warehouse, Distribution, Less than 200,000 sq ft									P		
Warehouse, Distribution, 200,000 sq ft or Greater									C		
Warehouse, Storage, Less than 200,000 sq ft									P		
Warehouse, Storage, 200,000 sq ft or Greater									C		
Medical Uses											
Hospital			C		C	C	C		C	P	
Acute Care Center			C		C	C	C		C	P	
Medical Diagnostic Facility/Laboratory				C		P	P				
Public / Institutional Uses											
College / University							P	P	P	P	
Essential Service		P	P	P	P	P	P	P	P	P	P
Governmental Use, Indoor		P	P	P	P	P	P	P	P	P	P
Governmental Use, Outdoor		C	C	C	C	C	C	C	C	C	C
Place of Assembly				P		P	P	P	C	P	P
Religious Institution		P								P	P
School, Private		C								C	C
School, Public		P								P	P
Vocational / Employment Training		C					P	P	P	P	
Utility, Minor		P	P	P	P	P	P	P	P	P	P
Utility, Major		C	C	C	C	C	C	C	C	C	C
Telecommunications Towers	17.0413(a)	C	C	C	C	C	C	C	C	C	C
Accessory Uses											
Accessory, Building	17.0414(a)	P	P	P	P	P	P	P	P	P	P
Accessory, Retail	17.0414(c)							C	C		
Accessory, Structure	17.0414(d)	P	P	P	P	P	P	P	P	P	P
Donation Drop Box	17.0414(f)									P	
Drive Through	17.0414(g)					C	C				
Home Occupation	17.0414(h)	P	P	P		P	P				
Outdoor Activity / Operation, Permanent	17.0414(j)					C		C	C	C	
Outdoor Dining	17.0414(k)		P	P		P	P				
Outdoor Display / Sale of Merchandise, Permanent	17.0414(l)				C	C					

Table 17.0304(c)
Permitted and Conditional Uses, Nonresidential Districts

Use	Additional Regulation	A-1	DTS	B-2	B-3	B-4	B-6	Lm-1	M-1	I-1	P-1
Outdoor Storage, Permanent	17.0414(m)					C		C	C	C	C
Roadside Stand	17.0414(n)	P									
Solar Energy Collection System, Canopy	17.0414(o)		P			P	P	P	P	P	P
Solar Energy Collection System, Ground Mounted	17.0414(p)	C	C	C	C	C	C	C	C	C	C
Solar Energy Collection System, Roof Mounted	17.0414(q)	P	P	P	P	P	P	P	P	P	P
Truck and Trailer Parking	17.0505							C	C		
<i>Temporary Uses</i>											
Carnival		T	T	T		T		T	T	T	T
Circus / Animal Show		T	T	T		T		T	T	T	T
Seasonal Sales	17.0415(b)		T	T		T		T	T		
Construction Related		T	T	T	T	T	T	T	T	T	T
Farmers Market			T	T		T	T	T	T	T	T
Flea Market											
Mobile Retail Food Establishment / Food Truck	17.0415(c)		T	T	T	T	T	T	T	T	T
Outdoor Activity / Operation, Temporary			T	T	T	T		T	T	T	
Outdoor Display / Sale of Merchandise, Temporary	17.0415(d)		T	T		T		T	T	T	
Truck and Trailer Parking								T	T		

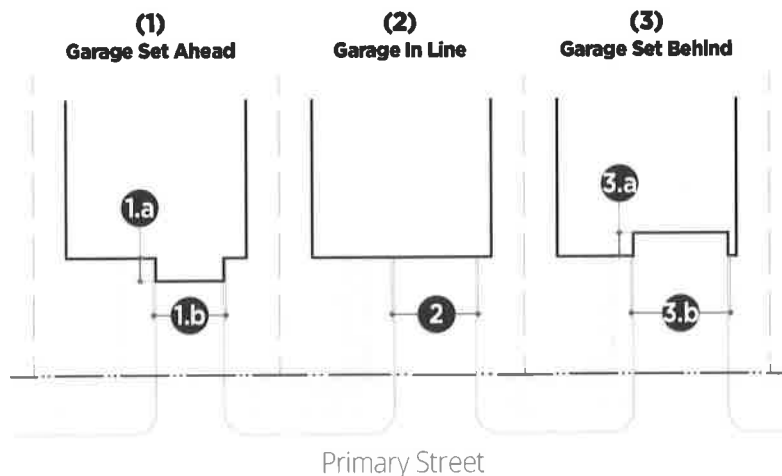
SECTION 3: § 17.0403(d) of the Municipal Code is hereby amended to read as follows:

(d) Dwelling, Single-Family Attached.

- (1) The required interior side yard setback may be reduced to zero (0) feet to accommodate single-family attached dwellings located on two (2) or more zoning lots.
- (2) Exterior building materials shall be traditional, time- and weather-tested materials and techniques.
 - a. Exterior building materials utilized on the ground floor shall be limited to wood, masonry, stucco, fiber cement, or stone veneer systems. Masonry and stone veneer systems utilized on the ground floor shall have a minimum thickness of three (3) inches.
 - b. Exterior building materials utilized on upper floors may include all materials permitted on the ground floor as well as vinyl siding, EIFS, stone veneer systems, or precast panels with inlaid or stamped brick texture. Vinyl siding shall be, at minimum, a standard residential grade thickness of 0.44 mm. All other materials utilized on upper floors shall have a minimum thickness of one (1) inch, and shall be structurally integrated into the façade of the building.
- (3) A minimum of one (1) parking space, as required in Section 17.0501 of this Zoning Ordinance, shall be provided in an attached or detached garage.
- (4) **Attached Garages.** Single-family attached dwelling units may have attached garages if the following conditions are met.
 - a. The attached garage shall be subordinate to the principal building.

- b. The maximum size of the attached garage shall not exceed seventy-five (75) percent of the livable area of the principal building.
- c. The attached garage shall share a common wall and roof with the principal building.
- d. The attached garage shall provide internal access to the principal building.
- e. The height of the attached garage shall not exceed the height of the principal building.
- f. The height of the attached garage doors shall not exceed eight (8) feet.
- g. If the garage is located on the primary façade, it shall meet the following standards:
 1. **Garage Set Ahead.**
 - (a) The garage may be set ahead a maximum of five (5) feet from the front façade of the home, inclusive of porches, bay windows, or other minor projections.
 - (b) If the garage is set ahead from the front façade of the home, as detailed in (a) above, it shall not exceed forty-five (45) percent of the façade's total width.
 2. **Garage In Line.** If the garage is in line with the front façade of the home, exclusive of porches, bay windows, or other minor projections, it shall not exceed fifty (50) percent of the façade's total width.
 3. **Garage Set Behind.**
 - (a) The garage may be set behind the front façade of the home, exclusive of porches, bay windows, or other minor projections, a minimum of one (1) foot.
 - (b) If the garage is set behind the front façade of the home, as detailed in (a) above, it shall not exceed fifty-five (55) percent of the façade's total width.
 4. **Side-entry Garage.**
 - (a) Side-entry garages shall meet the district setback and building standards in Table 17.0301(a).
 - (b) The garage may be set ahead of, but considered part of, the front façade of the home if

Figure 4.1: Single-Family Attached Garage Design Standards



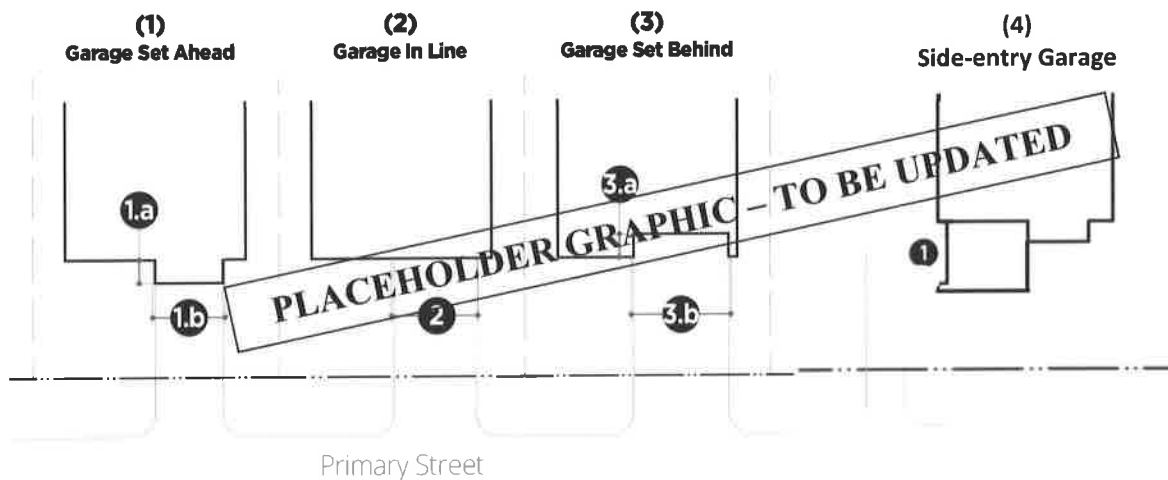
SECTION 4: § 17.0403(e) of the Municipal Code is hereby amended to read as follows:

(e) Dwelling, Single-Family Detached.

- (1) Exterior building materials shall be traditional, time- and weather-tested materials and techniques.
 - a. Exterior building materials utilized on the ground floor shall be limited to vinyl siding, wood, masonry, stucco, fiber cement, or stone veneer systems. Vinyl siding shall be, at minimum, a standard residential grade thickness of 0.44 mm. Masonry and stone veneer systems utilized on the ground floor shall have a minimum thickness of three (3) inches.
 - b. Exterior building materials utilized on upper floors may include all materials permitted on the ground floor as well as vinyl siding, EIFS, stone veneer systems, or precast panels with inlaid or stamped brick texture. Vinyl siding shall be, at minimum, a standard residential grade thickness of 0.44 mm. All other materials utilized on upper floors shall have a minimum thickness of one (1) inch, and shall be structurally integrated into the façade of the building.
- (2) **Attached Garages.** Single-family detached dwelling units may have attached garages if the following conditions are met.
 - a. The attached garage shall be subordinate to the principal building.
 - b. The maximum size of the attached garage shall not exceed seventy-five (75) percent of the livable area of the principal building.
 - c. The attached garage shall share a common wall and roof with the principal building.
 - d. The attached garage shall provide internal access to the principal building.
 - e. The height of the attached garage shall not exceed the height of the principal building.
 - f. The height of the attached garage doors shall not exceed eight (8) feet.
 - g. If the garage is located on the primary façade, it shall meet the following standards:
 1. **Garage Set Ahead.**
 - (a) The garage may be set ahead a maximum of five (5) feet from the front façade of the home, inclusive of porches, bay windows, or other minor projections.
 - (b) If the garage is set ahead from the front façade of the home, as detailed in (a) above, it shall not exceed forty-five (45) percent of the façade's total width.
 2. **Garage In Line.** If the garage is in line with the front façade of the home, exclusive of porches, bay windows, or other minor projections, it shall not exceed fifty (50) percent of the façade's total width.
 3. **Garage Set Behind.**
 - (a) The garage may be set behind the front façade of the home, exclusive of porches, bay windows, or other minor projections, a minimum of one (1) foot.
 - (b) If the garage is set behind the front façade of the home, as detailed in (a) above, it shall not exceed fifty-five (55) percent of the façade's total width.
 4. **Side-entry Garage.**
 - (a) Side-entry garages shall meet the district setback and building standards in Table 17.0301(a).

- (b) The garage may be set ahead of, but considered part of, the primary façade of the home
 - (i) If the garage utilizes the same exterior building materials and design as the dwelling.
 - (ii) If the garage incorporates a window on the same side as the primary façade of the home.
 - (iii) If all driveway, garage access, and parking pad requirements of Sec. 17.0503 are met.

Figure 4.2: Single-Family Detached Garage Design Standards



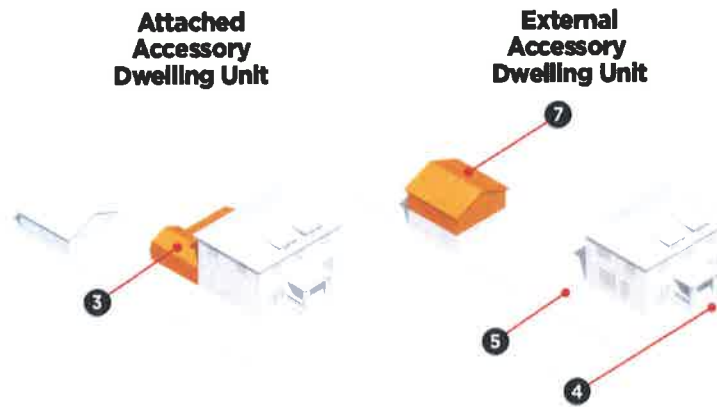
SECTION 5: § 17.0414(b) of the Municipal Code is hereby amended to read as follows:

(b) Accessory, Dwelling.

- (1) The subject parcel's owner shall live on-site in either the principal building or accessory dwelling unit.
- (2) Accessory dwelling units shall not be greater than eight hundred (800) square feet or fifty (50) percent of the size of the principal building, whichever is less.
- (3) Accessory dwelling units shall not exceed the height of the principal building.
- (4) Accessory dwelling units may be located:
 - a. Interior to the principal building,
 - b. Attached to the principal building, or
 - c. Above or within an existing detached garage.
- (5) Accessory dwelling units located in the interior of a principal building are not required to have an entrance separate from the principal building's entrance, however only one (1) entrance shall be located on the front façade of the principal building. Additional entrances shall be located on the side or rear façade.
- (6) Both the principal building and the accessory dwelling unit shall be served by one (1) common driveway connecting the accessory dwelling unit to a public or private road.

- (7) Parking for the accessory dwelling unit, as required by Section 17.0501, shall be in addition to the parking space(s) required for the principal building. The parking for the accessory dwelling unit shall not be located in the required front yard setback. A tandem parking space, where one (1) car is parked behind another, with the spaces required for the principal building shall be prohibited.
- (8) Accessory dwelling units shall be similar in character to the principal building and to abutting properties including roof pitch, eaves, building materials, windows, trim, color, and landscaping.

Figure 4.5: Accessory Dwellings



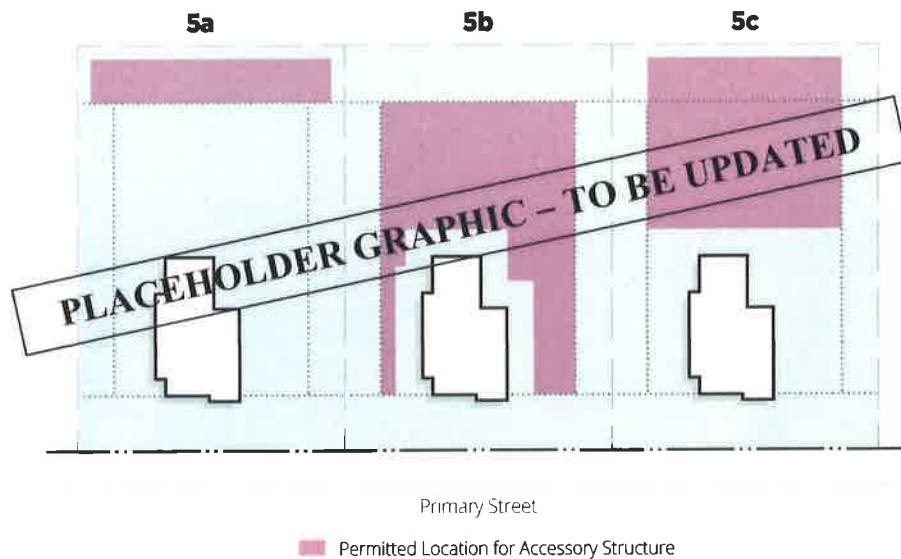
SECTION 6: § 17.0414(d) of the Municipal Code is hereby amended to read as follows:

(d) Accessory, Structure.

- (1) Two (2) accessory structures shall be permitted per lot, and shall only be permitted after a principal structure has been constructed on the same lot.
- (2) An accessory structure shall not exceed four hundred (400) cumulative square feet.
- (3) An accessory structure shall have a maximum height of twelve (12) feet.
- (4) Accessory structures shall be located:
 - a. Per the required side yard setback in Table 17.0301(a) or Table 17.0301(b);
 - b. A minimum of five (5) feet from the rear property line;
 - c. No closer to the front property line than the front elevation of the principal building; or

- d. As permitted in Section 17.0303(b) Yard Setback Modifications.

Figure 4.6: Accessory Structure - Permitted Locations



- (2) Accessory structures shall require a permit and certificate of zoning compliance pursuant to Section 17.0803(d).

SECTION 7: § 17.0414(u) of the Municipal Code is hereby created to read as follows:

(u) **Decks.**

- (1) Decks accessible by an entrance to the principal structure shall be sited in accordance with setbacks in Table 17.0301(a) or Table 17.0301(b).
- (2) Freestanding decks not accessible directly from the principal structure shall be located behind the front elevation of the principal structure, shall maintain side setbacks per Table 17.0301(a) or Table 17.0301(b) for the entire length of the deck, and shall be located no less than five (5) feet from the rear property line.

SECTION 8: § 17.0505 (introductory paragraph only – no changes to subsections (a) through (f)) of the Municipal Code is hereby amended to read as follows:

Landscape improvements required by this Section shall apply to all non-single-family, mixed-use, and nonresidential development, and consist of living plants in a combination of trees, shrubs, and/or groundcover. All residential developments shall incorporate the requirements of Section 17.0505(d), Tree Preservation. Landscape improvements required by this Section shall not be exclusive of any easements that would otherwise restrict or prohibit such landscaping nor be utilized for snow storage. Unless otherwise stated in this Section, all size specifications for plant materials shall be based upon the time of planting. When caliper is specified for tree planting, the caliper of the tree trunk shall be measured at six (6) inches above the soil level. Any plant materials used to meet the requirements of this Section shall not include any plant material identified as a Regulated Invasive Plant by the Wisconsin Department of Natural Resources pursuant to Wisconsin Administrative Code NR 40.

SECTION 9: § 17.0507(a)(5) of the Municipal Code is hereby amended to read as follows:

(a)(5): Street-facing side yard fences. Fences are permitted in the street-facing side yards of corner lots in single-family districts, but shall not exceed a height of four (4) feet and shall not extend into the vision clearance triangle if located on the property line. Fences in the street-facing side yards of corner lots shall

not exceed a height of six (6) feet if located a minimum of 10 feet from the property line, and improved with a landscape area between the fence and right-of-way, beginning at the point of construction of the fence, including, at minimum: one (1) tree (min. 1.5-inch caliper at planting), one (1) shrub/bush (min. 12 inches tall at planting), or one (1) group of perennial plantings (min. 12 inches tall at planting) spaced not less than 15 feet apart for the length of the fence. When measurements of the number of required landscape elements result in a fractional number, any fraction of less than 0.5 is rounded down to the next lower whole number (but in no case shall there be less than two (2) landscape elements installed), and any fraction of 0.5 or more is rounded up to the next higher whole number. Landscape plans shall be submitted with a fence permit application.

SECTION 10: § 17.0604(b)(6) of the Municipal Code is hereby amended to read as follows:

(6) **Sign Base.** The base of single-tenant monument signs, including all structural components, shall not have a width less than the width of the sign face. The base of single-tenant monument signs shall be constructed from traditional, time and weather tested materials and techniques including masonry, stone, or similar high-quality materials in keeping with the materials and design of the principal building of the lot.

SECTION 11: § 17.0604(c)(6) of the Municipal Code is hereby amended to read as follows:

(6) **Sign Base.** The base of single-tenant monument signs, including all structural components, shall not have a width less than the width of the sign face. The base of single-tenant monument signs shall be constructed from traditional, time and weather tested materials and techniques including masonry, stone, or similar high-quality materials in keeping with the materials and design of the principal building of the lot.

SECTION 12: § 17.0605(a) of the Municipal Code is hereby amended to read as follows:

(a) General Standards for Temporary Signs.

- (1) **Display Period in Nonresidential Districts.** The permitted display period of any temporary sign in nonresidential districts, with the exception of sidewalk signs and real estate post signs, shall be fourteen (14) continuous days. A maximum of three (3) display periods shall be permitted per single-tenant building per calendar year. A maximum of one (1) display period shall be permitted per tenant of a multi-tenant building per calendar year. The Community Development Director or their designee may grant a display period extension of up to thirty (30) days. The Plan Commission may grant a display period extension in excess of thirty (30) days.
- (2) **Display Period for Real Estate Post Signs.** The permitted display period of a temporary real estate sign in any zoning district shall be ninety (90) continuous days. A maximum of two (2) display periods shall be permitted per property per calendar year. The Community Development Director or their designee may grant a display period extension of up to thirty (30) additional days per permit. The Plan Commission may grant a display period extension in excess of thirty (30) days.

SECTION 13: § 17.0605(e) of the Municipal Code is hereby amended to read as follows:

(b) Real Estate Post Signs.

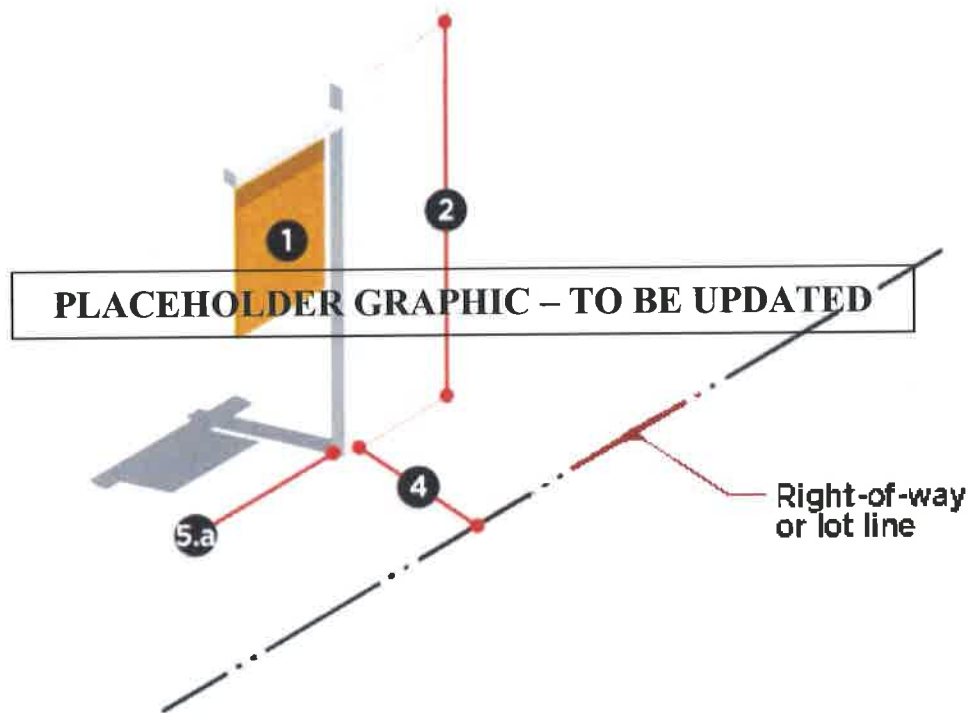
- (1) **Sign Area.** The maximum permitted sign area of real estate post signs shall be thirty-two (32) square feet.
- (2) **Height.** The maximum permitted height of a real estate post sign shall be six (6) feet.
- (3) **Number of Signs.** A maximum of two (2) real estate post signs shall be permitted per lot and shall be displayed on different lot frontages.
- (4) **Location.** Real estate post signs shall be located a minimum of ten (10) feet from all property lines, rights-of-way, and outside of utility easements; shall not block points of ingress or egress;

or be placed in any sidewalk, pedestrian walkway, vision clearance triangle, floodplain, or wetland.

(5) **Other Provisions.**

- a. Real estate post signs shall be securely anchored into the ground or secured in a portable base designed for such function.
- b. Real estate post signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.
- c. The sign structure of any ground mounted sign shall be removed at the end of the display period.

Figure 6.XX: Real Estate Post Sign Standards



SECTION 14: § 17.1001(d) of the Municipal Code is hereby amended to read as follows:

(d) Accessory Building. A structure which requires a building permit, contains at least three (3) walls and a roof, has a permanent foundation or floor, is detached from a principal building on the same lot, and is customarily incidental and subordinate to the principal building or use. Accessory buildings shall include, but not be limited to, garages and sheds. Accessory buildings do not include general farm buildings, portable/temporary buildings, enclosures, or structures.

SECTION 15: § 17.1001(g) of the Municipal Code is hereby amended to read as follows:

(g) Accessory Structure. A structure which requires a building permit, may or may not have a permanent foundation, is detached from a principal building on the same lot, and is customarily incidental and subordinate to the principal building or use. Accessory structures shall include, but not be limited to, lean-tos, gazebos, and pergolas. Portable/temporary carports, or roofed, wall-less canopy-like structures are prohibited. Decks are not considered accessory structures, but do require permits. For floodplain purposes,

an accessory structure is a facility, structure, or building which is accessory or incidental to the principal use of a property, structure, or building and shall not be used for human habitation.

SECTION 16: § 17.1004(b) of the Municipal Code is hereby amended to read as follows:

(b) Deck. An unenclosed exterior structure that has no roof or sides but has a permeable floor which allows the infiltration of precipitation. Decks may be attached to or detached from the principal structure (freestanding). Detached (freestanding) decks are not considered accessory structures for building permit purposes.

SECTION 17: 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 18: All ordinances or parts of ordinances contravening the provisions of this ordinance are hereby repealed.

SECTION 19: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced this 18th day of July, 2023.

Passed and adopted this 18th day of July, 2023.

President, Common Council

Approved this 18th day of July, 2023.

Mayor

ATTEST:

VOTE: Ayes _____ Noes _____

City Clerk

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, JUNE 13, 2023**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Carrillo, Commissioner Kiepczynski, Alderman Loreck, Mayor Bukiewicz, Commissioner Oldani, Commissioner Siefert, and Commissioner Chandler. Alderman Guzikowski was excused. Also present: Senior Planner Kari Papelbon, Zoning Administrator/Planner Sylvia Brueckert, and Assistant Fire Chief Mike Havey.

ZONING TEXT AMENDMENTS

Zoning Administrator/Planner Brueckert provided an overview of proposed amendments to Table 17.0304(b) Permitted and Conditional Uses, Residential Districts & Table 17.0304(c), Permitted and Conditional Uses, Nonresidential Districts; Section 17.0403(d) Residential Use Standards, Dwelling, Single-Family Attached & Section 17.0403(e) Residential Use Standards, Dwelling, Single-Family Detached; Section 17.0414(b) Accessory Use Standards, Accessory, Dwelling; Section 17.0414(d) & (u) Accessory Use Standards, Accessory, Structure & Decks; Section 17.0505 Landscape; Section 17.0507(a)(5) regarding landscaping for street-facing side yard fences; Sections 17.0604(b)(6) & (c)(6) regarding monument sign base requirements; Sections 17.0605(a) & (e) regarding Temporary Signs Requiring Permits; Sections 17.1001(d) & (g), Definitions for Accessory Building & Accessory Structure; and Section 17.1004(b), Definition for Deck of Chapter 17 – Zoning and Sign Ordinance of the Municipal Code (see staff report for details).

Commissioner Hanna, Mayor Bukiewicz, Commissioner Kiepczynski and Senior Planner Papelbon discussed safety, hazards, fire protection, permitting processes and efficiencies regarding solar panels (*much of the discussion was inaudible*). Commissioner Chandler asked if the ground mounted solar panel systems should be conditional uses in residential districts to which Senior Planner Papelbon clarified ground mounted solar panels are already conditional in those districts.

Mayor Bukiewicz asked if making rentable garden plots in a park district be a conditional use, would the permit encompass temporary housing like greenhouses and composting sites. Senior Planner Papelbon explained that because the plots would need a conditional use permit, Plan Commission would have the ability to approve what temporary structures may be built on the sites. Mayor Bukiewicz then asked for confirmation that the change would go into effect for both City and County parks in Oak Creek, to which Senior Planner Papelbon answered in the affirmative. Examples of existing plots within the city were then discussed, and clarification was made that maintenance of the plots would not be the city's responsibility. Senior Planner Papelbon explaining how UW Extension proposed community gardens in a park, but after discussion with the neighborhood they found no support. So they would like to put the garden plots somewhere better supported.

Alderman Loreck asked why the B-6 district was not included in the proposed districts for artisan manufacturing. Senior Planner Papelbon explained that because the B-6 district has a very specific Planned Unit Development and the vision as a destination retail location, staff decided to exclude the district. Senior Planner Papelbon offered the commission the option

to make all artisan manufacturing a permitted use in the B-2 and B-3 districts instead of a conditional use. Alderman Loreck asked Senior Planner Papelbon if businesses tend to stay away from conditional use situations to which Senior Planner Papelbon explained that some businesses do and stated there are more B-4 districts in the city than B-2 and B-3.

Alderman Loreck asked if garage entry for an L-shaped house would be permitted from the inside façade to which Senior Planner Papelbon answered in the affirmative. Alderman Loreck asked for clarification if portable/ temporary carports, or roofed, wall-less canopy like structures are not allowed or do not need permits to be built. Zoning Administrator/Planner Brueckert answered that those structures will not be allowed. Mayor Bukiewicz asked why general farm buildings would not be considered an accessory building, to which Zoning Administrator/Planner Brueckert explained barns would be built in agricultural districts and have a different set of standards. Discussion about shipping containers being used accessory buildings was had with Senior Planner Papelbon defining a shipping container as a temporary structure that needs a temporary permit and would not qualify as an accessory building – meaning a shipping container can only be temporary in any district.

Alderman Loreck asked if one (1) tree along a 29-foot-long fence would be acceptable as it would meet Code. Senior Planner Papelbon answered in the negative, and that the Code could include verbiage that will better define where landscaping on corner lot fences may start, how far from the fence the landscaping may be, and a rounding-up of the fence length to better meet the landscaping requirements.

Commissioner Hanna had questions and comments that were inaudible. Senior Planner Papelbon confirmed the Code can include verbiage regarding preservation of vision triangles as well.

Commissioner Hanna moved that the Plan Commission recommends to the Common Council that Tables 17.0304(b) & 17.0304(c); Sections 17.0403(d) & (e); Sections 17.0414(b), (d), (u); Section 17.0505; Section 17.0507(a)(5); Sections 17.0604(b)(6) & (c)(6); Sections 17.0605(a) & (e); Sections 17.1001(d) & (g); and Section 17.1004(b) of Chapter 17 – Zoning and Sign Ordinance of the Municipal Code be amended as proposed after a public hearing.

Alderman Loreck seconded. On roll call: all voted aye. Motion carried.

ATTEST:



Kari Papelbon, Plan Commission Secretary

6-27-23

Date

TO BE PUBLISHED JUNE 28 & JULY 5, 2023

OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING
BEFORE THE OAK CREEK COMMON COUNCIL

PURPOSE:

The purpose of this public hearing is to consider a proposal by Hillside Coffee House and the City of Oak Creek to amend the Official Map for a portion of the part of the northwest ¼ of Section 28 (mapped, unimproved right-of-way affecting the properties at 225 & 237 E. Ryan Rd).

Hearing Date: July 18, 2023
Time: 7:00 PM
Place: Oak Creek Civic Center (City Hall)
8040 South 6th Street
Oak Creek, WI 53154
Common Council Chambers

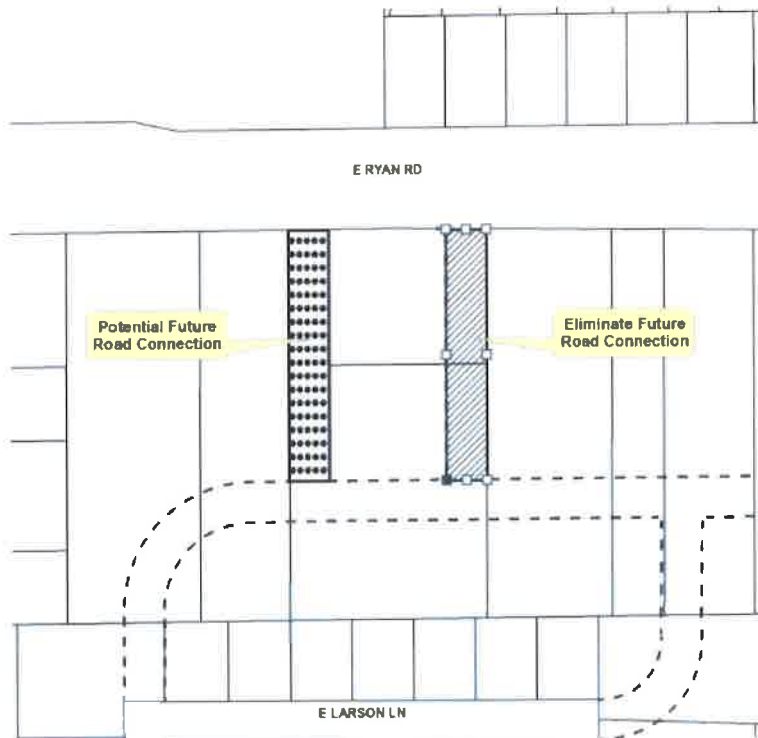
Applicant(s): Hillside Coffee House & City of Oak Creek

Legal Description:

Affecting the following properties:

1. 225 E. Ryan Rd. – COM 636.22 FT E OF NW COR OF NW1/4 SEC. 28-5-22 TH S 659.64 FT E 294.03 FT N 381.63 FT W 235 FT N 278.05 FT TO N LI OF SD1/4 SEC TH W 59.03 FT TO BEG. EXC N 75 FT FOR ST. CONT. 2.849 ACS.
2. 237 E. Ryan Rd. - COM 695.25 FT E OF NW COR NW1/4 SEC 28-5-22 TH S 278.05 FT E 235 FT N 278.05 ST TH W 235 FT TO BEG., EXC PART TAKEN FOR HWY. CONT. 1.09 ACS.

Potential amendments as per the map below:



The Common Council has scheduled other public hearings for June 18, 2023 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: June 21, 2023

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 - 225 & 237 E. Ryan Rd.

Recommendation: That the Council adopts Ordinance 3078, an ordinance to amend the Official Map for a portion of the northwest ¼ of Section 28 (mapped, unimproved right-of-way affecting the properties at 225 & 237 E. Ryan Rd.) (3rd Aldermanic District).

Fiscal Impact: While no direct fiscal impact would occur with the proposal, denial would not allow for the proposed expansion of the parking lot at 237 E. Ryan Rd., nor would it allow for any future development along the east portion of the property. There are no plans for the future public road connection to be constructed. Access to 225 E. Ryan Rd. is unaffected by the removal as it currently has frontage along E. Ryan Rd.

- Critical Success Factor(s):**
- Active, Vibrant, and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe, and Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicant, Hillside Coffee House, is requesting an amendment to the future road pattern on the Official Map as it relates to the property at 237 E. Ryan Rd. The future street pattern in its current configuration includes a connection from E. Ryan Rd. (north) along the east portion of the property and connects to a future east/west pattern for the residential neighborhood to the south. Although the parcel to the south is not included in the Applicant’s request, staff are recommending that the entire north/south connection affecting both properties at 225 & 237 E. Ryan Rd. be eliminated as part of this review. Eliminating only the portion affecting 237 E. Ryan Rd. would leave a remnant portion that provides no future connection to Ryan Rd.

At the June 13, 2023 Plan Commission meeting, the landowner for 225 E. Ryan Rd. objected to the removal of any portion of the north/south connection on both properties due to a misunderstanding that such removal would effectively landlock the property. In its current configuration, the property at 225 E. Ryan Rd. has direct frontage along Ryan Rd., and is not landlocked. Removing the north/south connection would not affect the existing frontage or future access as there are no plans, now or in the foreseeable future, to construct any portion of the north/south connection. Shared access with the property at 211 E. Ryan Rd. - under the same ownership as 225 E. Ryan Rd. - for development of the property may be a requirement in the future, particularly if the west/east future road affecting multiple properties in the area is not constructed first.

During the meeting a potential alternative location for the north/south connection was proposed by staff on the property at 225 E. Ryan Rd. Staff were informed by WisDOT on July 13, 2023 that the proposed location would not meet the minimum design standards for public road spacing due to the proximity to the

WIS 100 and WIS 38 intersection. Staff are therefore recommending that the north/south connection be eliminated and not relocated.

When considering a proposal to amend the Official Map, the Commission 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 Official Map Amendment proposal, and recommended approval of staff's proposal, if feasible.

Options/Alternatives: Council has the discretion to approve, modify, or deny the request. Denial of the request would not allow Hillside Coffee House, or any future landowner of 237 E. Ryan Rd., to expand the parking lot or proceed with any other development along the east side of the property.

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



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:

Ord. 3078

Location Map

Applicant Request (1 page)

Neighbor Letter of Support (1 page)

Neighbor Objection (1 page)

Staff Exhibit (1 page)

WisDOT Email dated 7-13-23 (1 page)

Excerpted Plan Commission Minutes (1 page)

ORDINANCE NO. 3078

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 NORTHWEST ¼ OF SECTION 28 (MAPPED, UNIMPROVED RIGHT-OF-WAY AFFECTING THE PROPERTIES AT 225 & 237 E. RYAN RD.)

(3rd 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 28, 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 18th day of July, 2023.

Passed and adopted this 18th day of July, 2023.

President, Common Council

Approved this 18th day of July, 2023.

Mayor

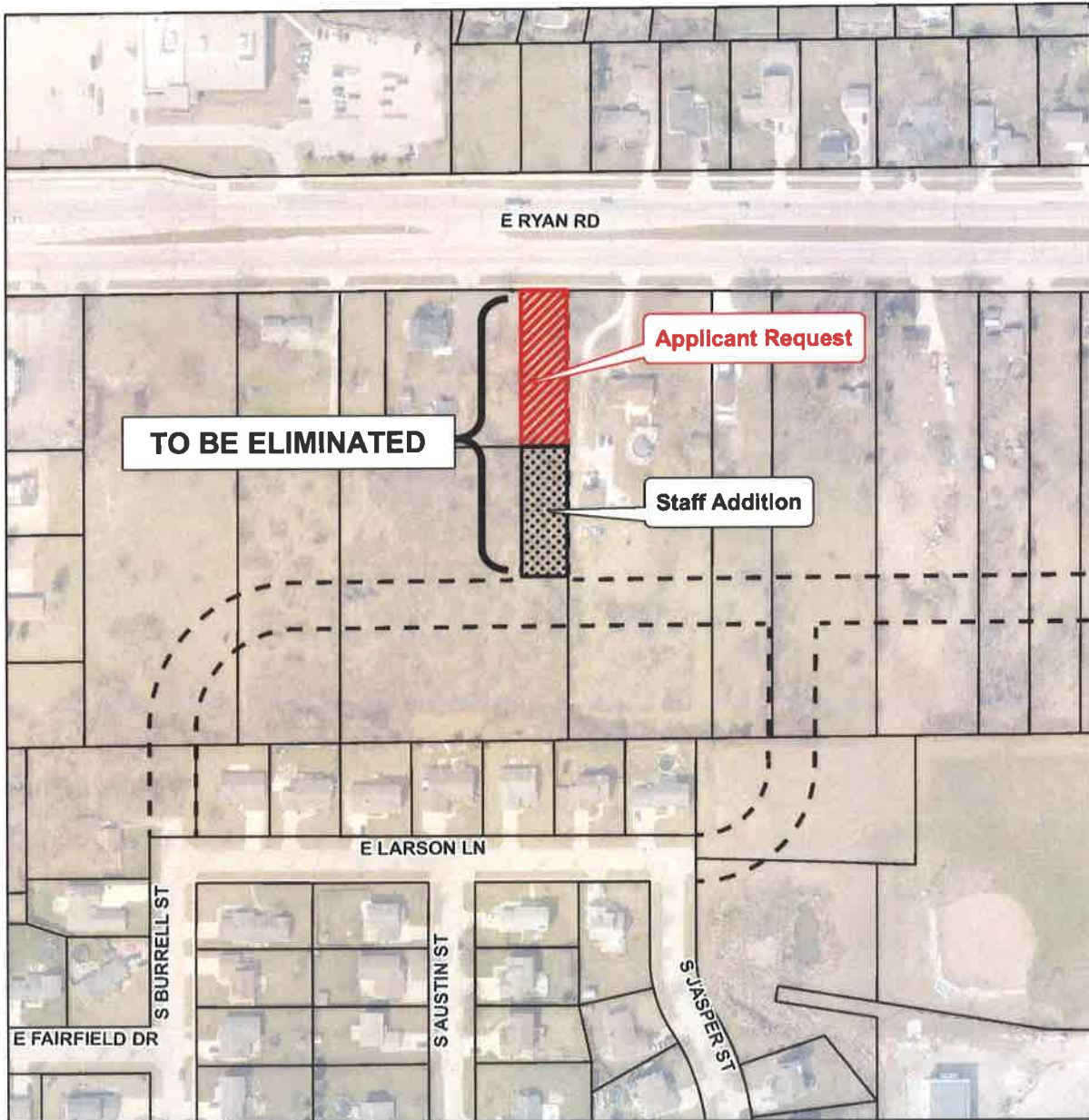
ATTEST:

VOTE: Ayes: _____ Noes: _____

City Clerk

EXHIBIT A

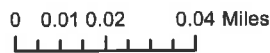
**STAFF EXHIBIT
225 & 237 E. RYAN RD.**



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



Community Development



Legend

- - Official Map
- Floodway
- Flood Fringe

Notification Map

237 E. Ryan Road



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
-  237 E Ryan Road



Community Development

0 0.02 0.04 Miles





I want to...

① HAVE PROPOSED ROADWAY REMOVED.

HILLSIDE COFFEE HOUSE LLC

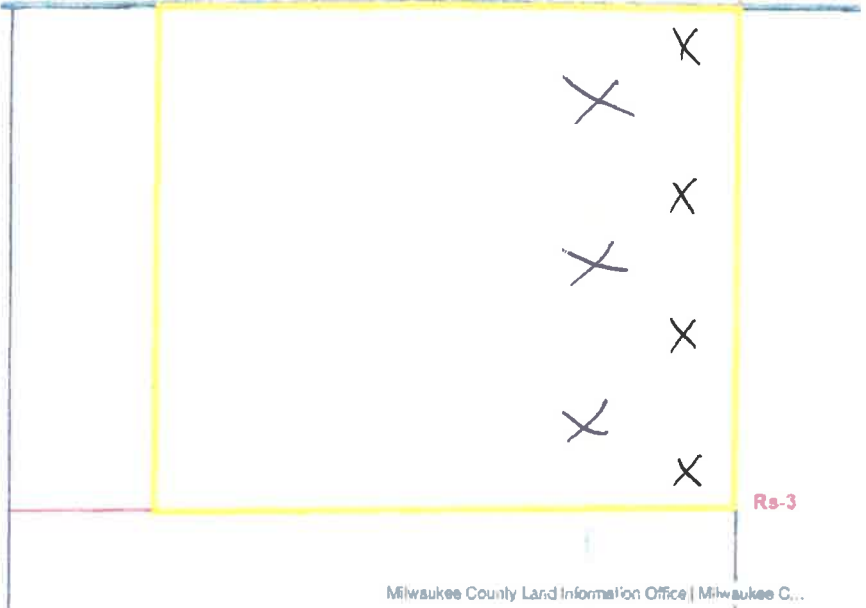
Trakya: 800.228.1113
Owner: HILLSIDE COFFEE HOUSE LLC
Co Owner:
Property Address:
237 E RYAN RD
Owner Address:
PO BOX 763
OAK CREEK, WI 53154

[GIS Land Record Information](#)
[Assessment Data](#)

RECEIVED

MAY 04 2023

CITY OF OAK CREEK



② TO FACILITATE CONSTRUCTION OF ADDITIONAL PARKING LOT IN THE AREA TO THE EAST OF OUR EXISTING LOT.

RECEIVED

MAY 04 2023

CITY OF OAK CREEK

Hillside Coffee House
237 E Ryan Rd
Oak Creek, WI 53154

March 16, 2023

Zeke,

I am writing to let you know that I have no objection to the removal of the proposed road located on the property adjacent to mine, 237 E Ryan Rd.

Best of luck!

Sandra Couch 3-16-23


Sandra Couch
315 E Ryan Rd
Oak Creek, WI 53154

Against the proposed amendment to the Official Map
Tuesday Jun. 13th 2023

I purchased two properties , 211 and 225 E Ryan Rd., (next to 237 E. Ryan) in 1973 (50 years ago) with concern that the R1 zoned portion of my property could become land-locked. The Oak Creek long-range planning map assured this could not happen because it included a designated access road to East Ryan Rd. I'm against removing this road from the planning map.

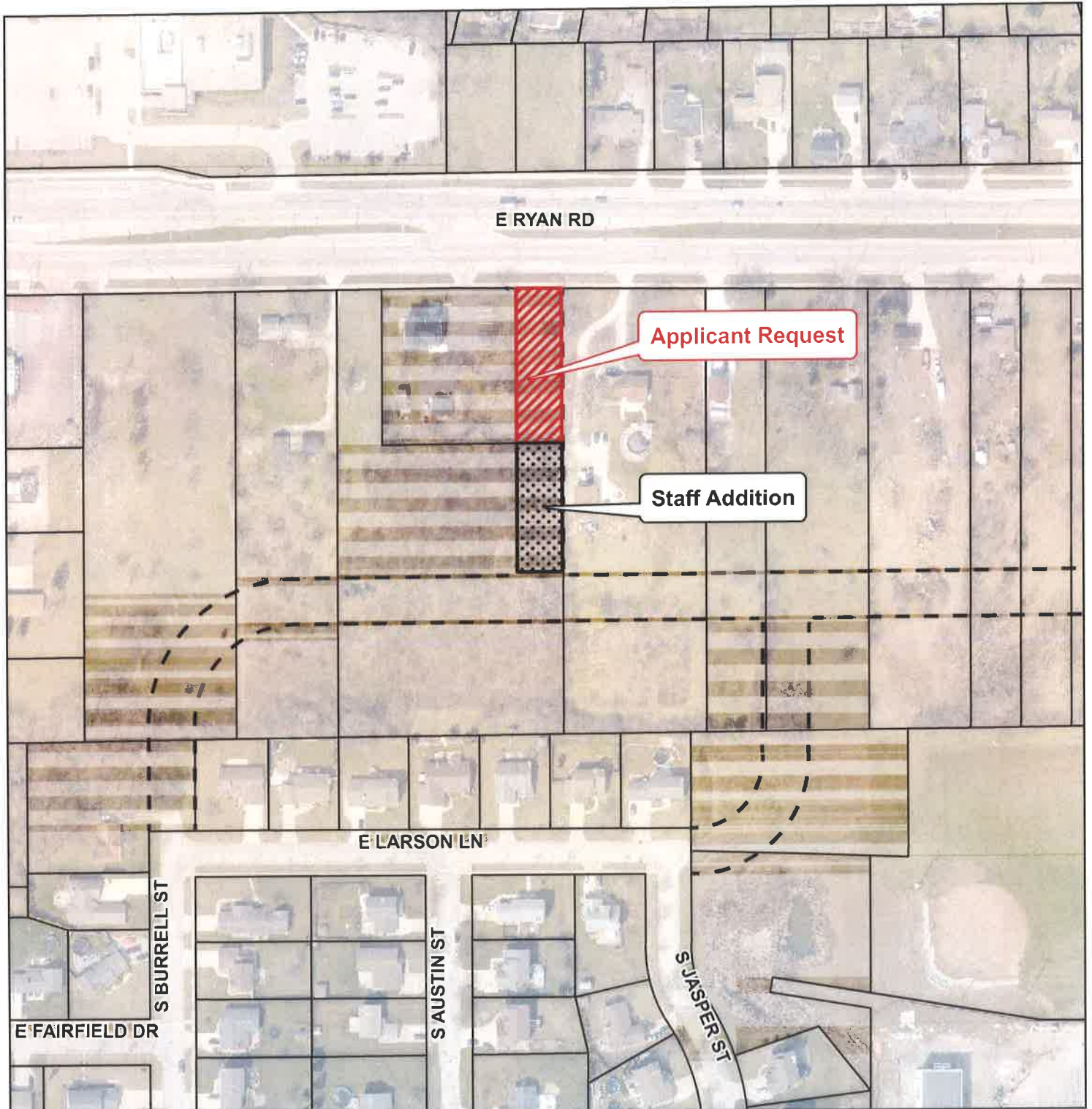
The value and saleability of my property will be adversely affected. Without access to Ryan Rd. my property would become land-locked and my property would not have access to the turn-around on Ryan Rd which is in front of 237 E. Ryan Rd.

Eliminating the proposed road to my property would also have a negative impact on the total development of the whole South East corner of Ryan Rd and Howell Ave. (Two State highways). As it may have to be used for utility right of ways or an alternate access for fire-fighting equipment in the future.


Ralph Pietruszynski
Pietruszynski Oak Creek LLC

STAFF EXHIBIT

225 & 237 E. RYAN RD.





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



Community Development



Legend

- - Official Map
-  Floodway
-  Flood Fringe

Kari Papelbon

From: City of Oak Creek <NoReply@ocwi.org>
Sent: Thursday, July 13, 2023 9:12 AM
To: Kari Papelbon
Subject: [EXTERNAL] Public Hearing Notice/225 & 237 E Ryan Rd

Message submitted from the <City of Oak Creek> website.

Site Visitor Name: Kolin Erickson
Site Visitor Email: kolin.erickson@dot.wi.gov

Kari -

Thank you for the opportunity to comment on the Hillside Coffee property and the proposed City's Map amendment, scheduled for a public hearing on 7.18.23.

After review, WisDOT objects to the potential future road relocation shown on the City's exhibit. The proposed relocation would violate minimum design public road spacing standards being too close to the WIS 100 and WIS 38 intersection.

If you have any questions, please contact our office.

Thank you,
Kolin Erickson

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If you are unsure about the email contact the sender using methods not listed in the email to verify the source.

[View a Social Engineering Red Flags Quick Reference Guide.](#)

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, JUNE 13, 2023**

Mayor Bukiewicz called the meeting to order at 6:00 p.m. The following Commissioners were present at roll call: Commissioner Carrillo, Commissioner Kiepczynski, Alderman Loreck, Mayor Bukiewicz, Commissioner Oldani, Commissioner Siefert, and Commissioner Chandler. Alderman Guzikowski was excused. Also present: Senior Planner Kari Papelbon, Zoning Administrator/Planner Sylvia Brueckert, and Assistant Fire Chief Mike Havey.

**OFFICIAL MAP AMENDMENT
ROBERT PATTERSON, HILLSIDE COFFEE HOUSE
237 E. RYAN RD., PART OF THE NORTHWEST ¼ OF SECTION 28
TAX KEY NO. 907-9988-000**

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

Robert Patterson, 9060 S. Chicago Ct., Oak Creek WI, applicant, stated he and his wife's business, Hillside Coffee House, has expanded greatly and additional parking space is now needed. Mayor Bukiewicz stated a conversation with the applicant had been had already to understand the request better.

Ralph Pietrusynski, 211 E. Ryan Rd., Oak Creek WI, stated his second property, 225 E. Ryan Rd., would become landlocked if the planned road were to be removed from the official city map, negatively impacting the value, salability, and access of the lot and the greater development of the area. Senior Planner Papelbon explained, even though the north-south road would be eliminated from the parcel, the west-east planned road will still provide possible access via the neighborhood to the south. Much discussion between the speaker, Senior Planner Papelbon and commissioners was had regarding moving the planned road, which staff proposed to remove, from the east side of 225 E. Ryan Rd. to the west, was had. Senior Planner Papelbon stated the width of northwest part the property would determine if the road could be moved there.

Commissioner Siefert called the question and stated the problem would not be solved tonight to which Mayor Bukiewicz agreed. Commissioner Chandler asked if the proposed north-south road located on 225 E. Ryan Rd. is a part of the motion to amend the Official Map to which Senior Planner Papelbon answered in the affirmative. Senior Planner Papelbon went on to explain the Commission needs to agree to remove the proposed road on either both properties, or just 237 E. Ryan Rd.

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 225 & 237 E. Ryan Rd. be amended as presented after a public hearing.

Alderman Loreck seconded. On roll call: all voted aye. Motion carried.

ATTEST:



Kari Papelbon, Plan Commission Secretary

6-27-23

Date

COMMON COUNCIL REPORT

Item: Plan of Finance for \$16,220,000 General Obligation Refunding Bonds, Series 2023D.

Recommendation: Motion to approve the Plan of Finance for \$16,220,000 General Obligation Refunding Bonds, Series 2023D.

Fiscal Impact: The General Obligation Refunding Bonds, Series 2023D, will be paid by tax increment generated by Phase I of the Lakeshore Commons development in TID No. 13.

Critical Success Factor(s):

- Active, Vibrant, and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The Plan of Finance is for the issuance of \$16,220,000 General Obligation Refunding Bonds (GORBs), Series 2023D to permanently finance the \$16,220,000 Note Anticipation Notes (NANs), Series 2021B issued on July 28, 2021.

The NANs were sold to fund Phase I infrastructure and amenities costs for the Lakeshore Commons development as outlined in the Finance Development Agreement (FDA) between the City and F-Street Group for TID No. 13 (\$15,000,000); soil remediation costs for the Lakeshore North Bluff / former Peter Cooper property in TID No. 13 (\$1,000,000); and capitalized interest and issuance costs (\$220,000).

The City is required to permanently finance the NANs by April 1, 2024, and staff is requesting Common Council authorization to do so well in advance of this date to ensure Baird has the necessary flexibility to sell the GORBs when market conditions and interest rates are favorable. Baird conducted a sensitivity analysis on the interest rate for the GORBs, and a 0.25% change in the GORBs' interest rate results in an approximate cost/savings of \$500,000, or \$25,000 annually. The GORBs are projected to be sold at an interest rate of 4.25% and will be callable on April 1, 2030.

Justin Fischer, Managing Director of Public Finance with Baird will be present at the Common Council meeting to discuss the Plan of Finance in greater detail and answer any questions at that time.

Options/Alternatives: The Common Council could not approve the Plan of Finance, therefore requiring the City to determine how to pay off the NANs by April 1, 2024.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

- Plan of Finance

The logo for BAIRD is a dark blue parallelogram tilted to the right, containing the word "BAIRD" in white, bold, sans-serif capital letters.

BAIRD

City of Oak Creek
2023 Financing Plan

July 18, 2023

Justin A. Fischer, Managing Director

jfischer@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827

City of Oak Creek

2023 Financing Plan

July 18, 2023



Timeline

- City Council considers Plan of Finance / Parameters ResolutionJuly 18, 2023
 - Authority for final sign-off of the Notes sale, within designated parameters, is delegated to the City Administrator or Assistant City Administrator/Comptroller
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- If market is strong & meet Council’s parameters, sell the Notes (finalizes terms and interest rates)..... Mid-August 2023
- Closing (funds available).....Anticipated August 30, 2023

Borrowing/Structure/Purpose

Estimated Size:	\$16,220,000
Issue:	G.O. Refunding Bonds, Series 2023D
Purpose:	Refinance 2021B NAN - TID #13
Structure:	Matures April 1, 2025 - 2043
First Interest:	April 1, 2024
Callable:	April 1, 2030
Estimated Interest Rate:	4.25%
Parameters Maximum Interest Rate:	5.00%

City of Oak Creek

2023 Financing Plan

July 18, 2023

TIF #13 Financing Illustration (Phase I only)



\$16,220,000
G.O. Refunding Bonds, Series 2023D
Dated August 30, 2023
 Amount for Refinancing..... \$16,364,178

Year	Revenues	Expenditures					Net Revenues	Year	
	(a) Tax Increment Revenue (1)	(b) Existing Debt Service (2)	(c) Principal (4/1)	(d) Interest (4/1 & 10/1) TIC= 4.25%	(e) Debt Service	(f) Less: Administrative Costs	(g) Combined Expenditures		(h) Available After Debt Service & Admin Costs
2023	\$97,482					\$35,000	\$35,000	\$62,482	2023
2024	\$285,577	\$0		\$778,519	\$778,519	\$35,000	\$813,519	(\$527,942)	2024
2025	\$1,079,842	\$51,475	\$135,000	\$714,095	\$849,095	\$35,000	\$935,570	\$144,272	2025
2026	\$1,552,662	\$102,950	\$570,000	\$699,995	\$1,269,995	\$35,000	\$1,407,945	\$144,717	2026
2027	\$1,626,987	\$380,825	\$385,000	\$680,895	\$1,065,895	\$35,000	\$1,481,720	\$145,267	2027
2028	\$1,631,991	\$386,075	\$405,000	\$664,589	\$1,069,589	\$35,000	\$1,490,664	\$141,328	2028
2029	\$1,636,992	\$370,825	\$445,000	\$644,858	\$1,089,858	\$35,000	\$1,495,683	\$141,309	2029
2030	\$1,641,987	\$370,200	\$470,000	\$621,983	\$1,091,983	\$35,000	\$1,497,183	\$144,805	2030
2031	\$1,646,980	\$375,400	\$495,000	\$597,858	\$1,092,858	\$35,000	\$1,503,258	\$143,723	2031
2032	\$1,651,970	\$376,500	\$525,000	\$572,358	\$1,097,358	\$35,000	\$1,508,858	\$143,112	2032
2033	\$1,656,956	\$367,200	\$565,000	\$545,108	\$1,110,108	\$35,000	\$1,512,308	\$144,648	2033
2034	\$1,661,939		\$975,000	\$506,608	\$1,481,608	\$35,000	\$1,516,608	\$145,332	2034
2035	\$1,666,919		\$1,030,000	\$457,770	\$1,487,770	\$35,000	\$1,522,770	\$144,149	2035
2036	\$1,671,896		\$1,080,000	\$411,222	\$1,491,222	\$35,000	\$1,526,222	\$145,675	2036
2037	\$1,676,871		\$1,135,000	\$365,641	\$1,500,641	\$35,000	\$1,535,641	\$141,230	2037
2038	\$1,681,843		\$1,185,000	\$317,321	\$1,502,321	\$35,000	\$1,537,321	\$144,522	2038
2039	\$1,686,813		\$1,240,000	\$266,331	\$1,506,331	\$35,000	\$1,541,331	\$145,482	2039
2040	\$1,691,780		\$1,300,000	\$212,477	\$1,512,477	\$35,000	\$1,547,477	\$144,303	2040
2041	\$1,696,747		\$1,360,000	\$155,615	\$1,515,615	\$35,000	\$1,550,615	\$146,132	2041
2042	\$1,701,711		\$1,425,000	\$95,663	\$1,520,663	\$35,000	\$1,555,663	\$146,048	2042
2043	\$1,706,674		\$1,495,000	\$32,442	\$1,527,442	\$35,000	\$1,562,442	\$144,232	2043
2044	\$1,711,635					\$35,000	\$35,000	\$1,676,635	2044
	\$33,064,255	\$2,781,450	\$16,220,000	\$9,341,344	\$25,561,344	\$770,000	\$29,112,794	\$3,951,461	

(1) Per City estimates as of 6/28/2023.

(2) Net of bid premium/capitalized interest of \$199,322.64 (attributed to the 2023C G.O. Promissory Notes) used to offset interest payments through 4/1/2025.

City of Oak Creek

2023 Financing Plan

July 18, 2023

TIF #13 Financing Illustration



\$16,220,000
G.O. Refunding Bonds, Series 2023D
Dated August 30, 2023
 Amount for Refinancing \$16,364,178

Year	Revenues			Expenditures						Net Revenues	Year	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)		(k)
	Tax Increment & Interest Revenue (1)	TID Donation Revenue (1)	Tax Increment, Interest, & TID Donation Revenue (1)	Existing Debt Service (2)	Principal <i>(4/1)</i>	Interest <i>(4/1 & 10/1)</i> TIC= 4.25%	Debt Service	Other Future Hypothetical Debt Service (3)	Less: Administrative Costs	Combined Expenditures		Available After Debt Service & Admin Costs
2023	\$98,482	\$910,000	\$1,008,482			\$778,519	\$778,519		\$101,900	\$101,900	\$906,582	2023
2024	\$346,034	\$990,000	\$1,336,034	\$0		\$714,095	\$849,095	\$0	\$101,900	\$880,419	\$455,615	2024
2025	\$1,442,426	\$1,080,000	\$2,522,426	\$51,475	\$135,000	\$699,995	\$849,095	\$0	\$101,900	\$1,002,470	\$1,519,956	2025
2026	\$2,173,323	\$1,065,000	\$3,238,323	\$102,950	\$570,000	\$680,895	\$1,269,995	\$937,875	\$101,900	\$2,412,720	\$825,603	2026
2027	\$2,499,863	\$1,080,000	\$3,579,863	\$380,825	\$385,000	\$664,589	\$1,065,895	\$1,600,750	\$101,900	\$3,149,370	\$430,493	2027
2028	\$2,896,100	\$1,760,000	\$4,656,100	\$386,075	\$405,000	\$644,858	\$1,069,589	\$2,160,628	\$101,900	\$3,718,192	\$937,908	2028
2029	\$3,469,478	\$2,840,000	\$6,309,478	\$370,825	\$445,000	\$621,983	\$1,089,858	\$2,188,215	\$101,900	\$3,750,797	\$2,558,681	2029
2030	\$3,939,187	\$2,230,000	\$6,169,187	\$370,200	\$470,000	\$597,858	\$1,091,983	\$2,192,605	\$101,900	\$3,756,688	\$2,412,499	2030
2031	\$4,251,202	\$4,400,000	\$8,651,202	\$375,400	\$495,000	\$572,358	\$1,092,858	\$2,199,252	\$101,900	\$3,769,410	\$4,881,793	2031
2032	\$4,316,336	\$4,500,000	\$8,816,336	\$376,500	\$525,000	\$545,108	\$1,097,358	\$2,198,155	\$101,900	\$3,773,912	\$5,042,424	2032
2033	\$4,382,447		\$4,382,447	\$367,200	\$565,000	\$506,608	\$1,110,108	\$2,199,295	\$101,900	\$3,778,503	\$603,944	2033
2034	\$4,449,550		\$4,449,550		\$975,000	\$457,770	\$1,481,608	\$2,207,316	\$101,900	\$3,790,824	\$658,726	2034
2035	\$4,517,659		\$4,517,659		\$1,030,000	\$411,222	\$1,487,770	\$2,207,112	\$101,900	\$3,796,782	\$720,877	2035
2036	\$4,586,791		\$4,586,791		\$1,080,000	\$365,641	\$1,491,222	\$2,208,683	\$101,900	\$3,801,805	\$784,986	2036
2037	\$4,656,959		\$4,656,959		\$1,135,000	\$317,321	\$1,500,641	\$2,216,672	\$101,900	\$3,819,213	\$837,746	2037
2038	\$4,728,180		\$4,728,180		\$1,185,000	\$266,331	\$1,502,321	\$2,215,955	\$101,900	\$3,820,176	\$908,004	2038
2039	\$4,800,469		\$4,800,469		\$1,240,000	\$212,477	\$1,506,331	\$2,221,407	\$101,900	\$3,829,638	\$970,831	2039
2040	\$4,873,842		\$4,873,842		\$1,300,000	\$155,615	\$1,512,477	\$2,227,670	\$101,900	\$3,842,047	\$1,031,795	2040
2041	\$4,948,316		\$4,948,316		\$1,360,000	\$95,663	\$1,515,615	\$2,229,621	\$101,900	\$3,847,136	\$1,101,180	2041
2042	\$5,023,907		\$5,023,907		\$1,425,000	\$32,442	\$1,520,663	\$2,232,153	\$101,900	\$3,854,716	\$1,169,192	2042
2043	\$5,100,633		\$5,100,633		\$1,495,000		\$1,527,442	\$2,239,909	\$101,900	\$3,869,251	\$1,231,382	2043
2044	\$5,178,509		\$5,178,509					\$2,247,516	\$101,900	\$2,349,416	\$2,829,093	2044
	\$82,679,693	\$20,855,000	\$103,534,693	\$2,781,450	\$16,220,000	\$9,341,344	\$25,561,344	\$40,130,791	\$2,241,800	\$70,715,384	\$32,819,309	

(1) Per City estimates as of 12/22/2022. Includes projected TIDs #6, #8, #10, & #16 donations and estimated interest revenue. Does not include local/state/federal grants.
 (2) Net of bid premium/capitalized interest of \$199,322.64 (attributed to the 2023C G.O. Promissory Notes) used to offset interest payments through 4/1/2025.
 (3) Assumes:
 2023 NAN is refinanced in 2025 (\$11,205,000)
 2024 NAN is refinanced in 2026 (\$7,700,000)
 2025 NAN is refinanced in 2027 (\$7,200,000)
 Future hypothetical debt service assumes a planning interest rate of 5.00%.
 This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as, advice.

City of Oak Creek

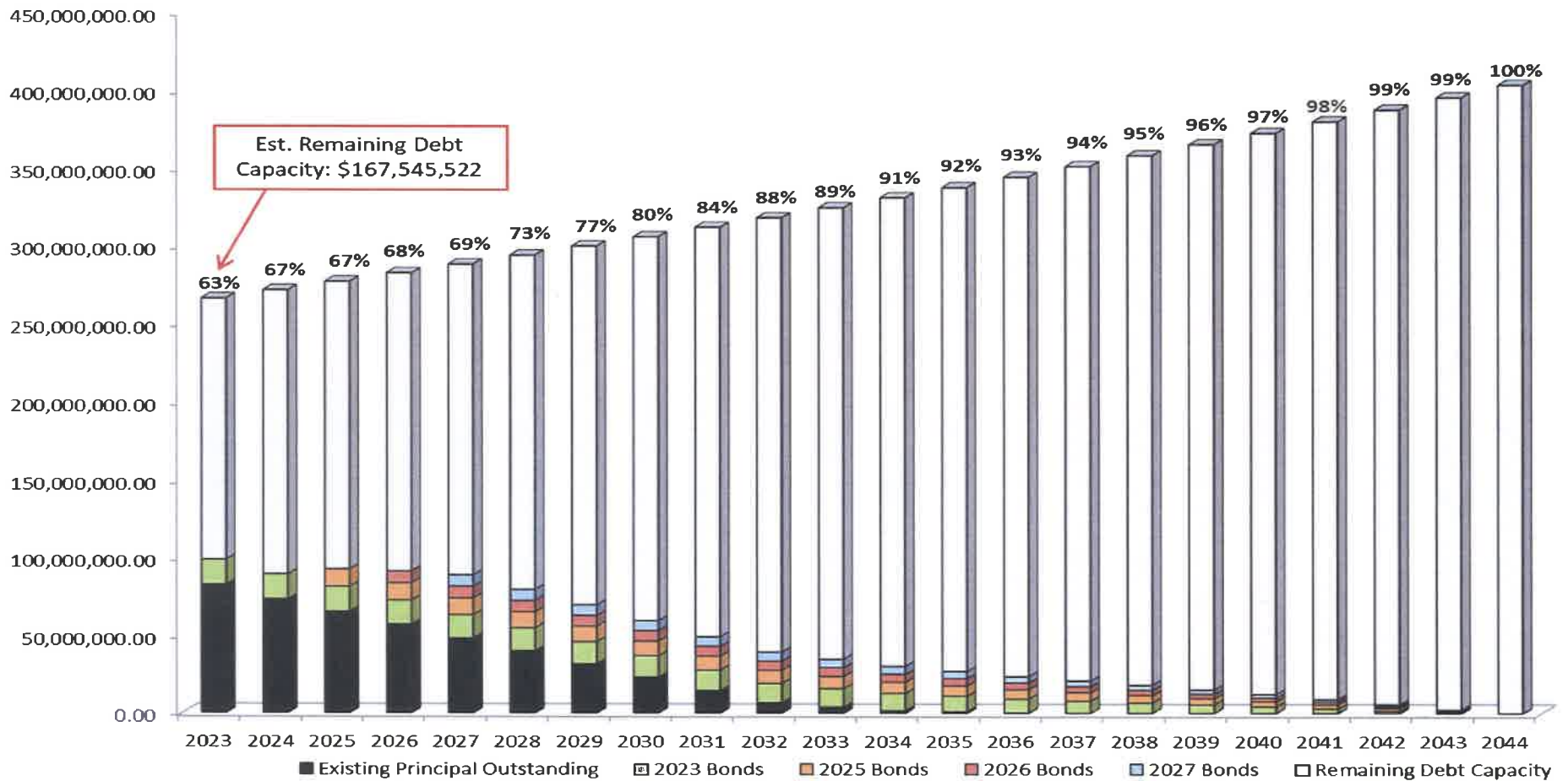
2023 Financing Plan

July 18, 2023

G.O. Debt Capacity (with futures TIF #13 issues)



PERCENT OF CAPACITY REMAINING



Note: Future capacity based on 2022 Equalized Valuation (TID-IN) of \$5,226,696,500 with annual growth of 2.00%.

COMMON COUNCIL REPORT

Item: Resolution No. 12418-071823, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$16,220,000 General Obligation Refunding Bonds, Series 2023D.

Recommendation: That the Common Council adopts Resolution No. 12418-071823, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$16,220,000 General Obligation Refunding Bonds, Series 2023D.

Fiscal Impact: The General Obligation Refunding Bonds, Series 2023D, will be paid by tax increment generated by Phase I of the Lakeshore Commons development in TID No. 13.

Critical Success Factor(s):

- Active, Vibrant, and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The Plan of Finance includes \$16,220,000 General Obligation Refunding Bonds (GORBs), Series 2023D to permanently finance the \$16,220,000 Note Anticipation Notes (NANs), Series 2021B issued on July 28, 2021.

The NANs were sold to fund Phase I infrastructure and amenities costs for the Lakeshore Commons development as outlined in the Finance Development Agreement (FDA) between the City and F-Street Group for TID No. 13 (\$15,000,000); soil remediation costs for the Lakeshore North Bluff / former Peter Cooper property in TID No. 13 (\$1,000,000); and capitalized interest and issuance costs (\$220,000).

The GORBs will be amortized to match the tax increment generated by Phase I of the Lakeshore Commons development in TID No. 13 through the TID's remaining life (2044), and callable on April 1, 2030.

Resolution No. 12418-071823 gives Baird the ability to present to the City a sale on any day versus only on the day of a Common Council meeting, offering flexibility to take advantage of favorable interest rates. Parameters for the GORBs sale include a maximum price of \$16,220,000 and interest rate of 5.00%.

Justin Fischer, Managing Director of Public Finance with Baird will be present at the Common Council meeting to discuss the Plan of Finance in greater detail and answer any questions at that time.

Options/Alternatives: The Common Council could not approve Resolution No. 12418-071823, therefore requiring the City to determine how to pay off the NANs by April 1, 2024.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

- Resolution No. 12418-071823
- Plan of Finance

RESOLUTION NO. 12418-071823

RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED
\$16,220,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2023D

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds to pay the cost of refinancing certain outstanding obligations of the City, specifically, the Note Anticipation Notes, Series 2021B, dated July 28, 2021 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell general obligation refunding bonds designated "General Obligation Refunding Bonds, Series 2023D" (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a bond purchase agreement to the City (the "Proposal") offering to purchase the Bonds in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Bonds to the Purchaser in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to each of the City Administrator and the Assistant City Administrator/Comptroller (each, an "Authorized Officer") of the City the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of not to exceed SIXTEEN MILLION TWO HUNDRED TWENTY THOUSAND DOLLARS (\$16,220,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 15 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Bonds

aggregating the principal amount of not to exceed SIXTEEN MILLION TWO HUNDRED TWENTY THOUSAND DOLLARS (\$16,220,000). The purchase price to be paid to the City for the Bonds shall not be less than 98.00% of the principal amount of the Bonds and the difference between the initial public offering price of the Bonds and the purchase price to be paid to the City by the Purchaser shall not exceed 2.00% of the principal amount of the Bonds, with an amount not to exceed 1.25% of the principal amount of the Bonds representing the Purchaser's compensation and an amount not to exceed 0.75% of the principal amount of the Bonds representing costs of issuance, including bond insurance premium (if any), payable by the Purchaser or the City.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2023D"; shall be issued in the aggregate principal amount of up to \$16,220,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$1,000,000 per maturity or mandatory redemption amount; that a maturity or mandatory redemption amount may be eliminated if the amount of such maturity or mandatory redemption amount set forth in the schedule below is less than or equal to \$1,000,000; and that the aggregate principal amount of the Bonds shall not exceed \$16,220,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$16,220,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2025	\$ 135,000
04-01-2026	570,000
04-01-2027	385,000
04-01-2028	405,000
04-01-2029	445,000
04-01-2030	470,000
04-01-2031	495,000
04-01-2032	525,000
04-01-2033	565,000
04-01-2034	975,000
04-01-2035	1,030,000
04-01-2036	1,080,000
04-01-2037	1,135,000
04-01-2038	1,185,000
04-01-2039	1,240,000
04-01-2040	1,300,000
04-01-2041	1,360,000
04-01-2042	1,425,000
04-01-2043	1,495,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) shall not exceed 5.00%. Interest shall be computed upon

the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Bonds shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2023 through 2042 for the payments due in the years 2024 through 2043 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, Series 2023D" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts

for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Condition on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates, purchase price for the Bonds and redemption date for the Refunded Obligations, which approval shall be evidenced by execution by that Authorized Officer of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, an Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 16. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by an Authorized Officer or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on such date as is approved by an Authorized Officer in the Approving Certificate that is not more than 90 days after the date of issuance of the Bonds, at a price of par plus accrued interest to the date of redemption, subject to final approval by an Authorized Officer as evidenced by the execution of the Approving Certificate.

The City hereby directs the City Clerk, after final approval, to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit C and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers

and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 18, 2023.

Daniel Bukiewicz
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned [City Administrator] [Assistant City Administrator/Comptroller] of the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On July 18, 2023, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$16,220,000 General Obligation Refunding Bonds, Series 2023D of the City (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Proposal; Terms of the Bonds. On the date hereof, the Purchaser offered to purchase the Bonds in accordance with the terms set forth in the Bond Purchase Agreement between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$16,220,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Bonds is not more than \$1,000,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2025	\$ 135,000	\$ _____
04-01-2026	570,000	_____
04-01-2027	385,000	_____
04-01-2028	405,000	_____
04-01-2029	445,000	_____
04-01-2030	470,000	_____
04-01-2031	495,000	_____
04-01-2032	525,000	_____
04-01-2033	565,000	_____
04-01-2034	975,000	_____
04-01-2035	1,030,000	_____
04-01-2036	1,080,000	_____
04-01-2037	1,135,000	_____
04-01-2038	1,185,000	_____
04-01-2039	1,240,000	_____
04-01-2040	1,300,000	_____
04-01-2041	1,360,000	_____
04-01-2042	1,425,000	_____
04-01-2043	1,495,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.00%, as required by the Resolution.

3. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Bonds, which is not less than 98.00% of the principal amount of the Bonds, as required by the Resolution.

The difference between the initial public offering price of the Bonds (\$_____) and the purchase price to be paid to the City by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Bonds, which does not exceed 2.00% of the principal amount of the Bonds. The amount representing Purchaser's compensation is \$_____, or not more than 1.25% of the principal amount of the Bonds. The amount representing costs of issuance [to be paid by the City/Purchaser] is \$_____, which does not exceed 0.75% of the principal amount of the Bonds.

4. Redemption Provisions of the Bonds. [The Bonds shall not be subject to optional redemption.] [The Bonds maturing on April 1, 20__ and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 20__ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that certain of the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

6. Redemption of the Refunded Obligations. In the Resolution, the Common Council authorized the redemption of the Note Anticipation Notes, Series 2021B, dated July 28, 2021 (the "Refunded Obligations") and granted me the authority to determine the redemption date. The Refunded Obligations shall be redeemed on [September 11, 2023/_____, 2023,] which is not more than 90 days after the date of issuance of the Bonds, as required by the Resolution.

7. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

8. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price, redemption provisions for the Bonds and the redemption date for the Refunded Obligations, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2023 pursuant to the authority delegated to me in the Resolution.

Andrew J. Vickers
City Administrator]

OR

Maxwell C. Gagin
Assistant City Administrator/Comptroller]

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Bonds due on April 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	MILWAUKEE COUNTY	
NO. R-_____	CITY OF OAK CREEK	\$ _____
	GENERAL OBLIGATION REFUNDING BOND, SERIES 2023D	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, 20__	_____, 2023	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on July 18, 2023, as supplemented by an Approving Certificate, dated _____, 2023 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

【This Bond is not subject to optional redemption.】 【The Bonds maturing on April 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 20__ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.】

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the Resolution, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

【In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.】

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds [(i)] after

the Record Date [, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Oak Creek, Milwaukee County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the City of Oak Creek, Milwaukee County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT C

NOTICE OF FULL CALL*

Regarding

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN
NOTE ANTICIPATION NOTES, SERIES 2021B, DATED JULY 28, 2021

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the City for prior payment on [_____, 2023] at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2024	\$16,220,000	2.00%	671137F44

Upon presentation and surrender of said Notes to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Notes, the registered owners thereof will be paid the principal amount of the Notes plus accrued interest to the date of prepayment.

Said Notes will cease to bear interest on [_____, 2023].

By Order of the
Common Council
City of Oak Creek
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association, Green Bay, Wisconsin at least thirty-five (35) days prior to [_____, 2023]. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to [_____, 2023] and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.



BAIRD

City of Oak Creek
2023 Financing Plan

July 18, 2023

Justin A. Fischer, Managing Director

jfischer@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827

City of Oak Creek

2023 Financing Plan

July 18, 2023



Timeline

- City Council considers Plan of Finance / Parameters ResolutionJuly 18, 2023
 - Authority for final sign-off of the Notes sale, within designated parameters, is delegated to the City Administrator or Assistant City Administrator/Comptroller
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- If market is strong & meet Council’s parameters, sell the Notes (finalizes terms and interest rates)..... Mid-August 2023
- Closing (funds available).....Anticipated August 30, 2023

Borrowing/Structure/Purpose

Estimated Size:	\$16,220,000
Issue:	G.O. Refunding Bonds, Series 2023D
Purpose:	Refinance 2021B NAN - TID #13
Structure:	Matures April 1, 2025 - 2043
First Interest:	April 1, 2024
Callable:	April 1, 2030
Estimated Interest Rate:	4.25%
Parameters Maximum Interest Rate:	5.00%

City of Oak Creek

2023 Financing Plan

July 18, 2023

TIF #13 Financing Illustration (Phase I only)



\$16,220,000
G.O. Refunding Bonds, Series 2023D
Dated August 30, 2023
Amount for Refinancing..... \$16,364,178

Year	Revenues	Expenditures					Net Revenues	Year	
	(a) Tax Increment Revenue (1)	(b) Existing Debt Service (2)	(c) Principal (4/1)	(d) Interest (4/1 & 10/1) TIC = 4.25%	(e) Debt Service	(f) Less: Administrative Costs	(g) Combined Expenditures		(h) Available After Debt Service & Admin Costs
2023	\$97,482					\$35,000	\$35,000	\$62,482	2023
2024	\$285,577	\$0		\$778,519	\$778,519	\$35,000	\$813,519	(\$527,942)	2024
2025	\$1,079,842	\$51,475	\$135,000	\$714,095	\$849,095	\$35,000	\$935,570	\$144,272	2025
2026	\$1,552,662	\$102,950	\$570,000	\$699,995	\$1,269,995	\$35,000	\$1,407,945	\$144,717	2026
2027	\$1,626,987	\$380,825	\$385,000	\$680,895	\$1,065,895	\$35,000	\$1,481,720	\$145,267	2027
2028	\$1,631,991	\$386,075	\$405,000	\$664,589	\$1,069,589	\$35,000	\$1,490,664	\$141,328	2028
2029	\$1,636,992	\$370,825	\$445,000	\$644,858	\$1,089,858	\$35,000	\$1,495,683	\$141,309	2029
2030	\$1,641,987	\$370,200	\$470,000	\$621,983	\$1,091,983	\$35,000	\$1,497,183	\$144,805	2030
2031	\$1,646,980	\$375,400	\$495,000	\$597,858	\$1,092,858	\$35,000	\$1,503,258	\$143,723	2031
2032	\$1,651,970	\$376,500	\$525,000	\$572,358	\$1,097,358	\$35,000	\$1,508,858	\$143,112	2032
2033	\$1,656,956	\$367,200	\$565,000	\$545,108	\$1,110,108	\$35,000	\$1,512,308	\$144,648	2033
2034	\$1,661,939		\$975,000	\$506,608	\$1,481,608	\$35,000	\$1,516,608	\$145,332	2034
2035	\$1,666,919		\$1,030,000	\$457,770	\$1,487,770	\$35,000	\$1,522,770	\$144,149	2035
2036	\$1,671,896		\$1,080,000	\$411,222	\$1,491,222	\$35,000	\$1,526,222	\$145,675	2036
2037	\$1,676,871		\$1,135,000	\$365,641	\$1,500,641	\$35,000	\$1,535,641	\$141,230	2037
2038	\$1,681,843		\$1,185,000	\$317,321	\$1,502,321	\$35,000	\$1,537,321	\$144,522	2038
2039	\$1,686,813		\$1,240,000	\$266,331	\$1,506,331	\$35,000	\$1,541,331	\$145,482	2039
2040	\$1,691,780		\$1,300,000	\$212,477	\$1,512,477	\$35,000	\$1,547,477	\$144,303	2040
2041	\$1,696,747		\$1,360,000	\$155,615	\$1,515,615	\$35,000	\$1,550,615	\$146,132	2041
2042	\$1,701,711		\$1,425,000	\$95,663	\$1,520,663	\$35,000	\$1,555,663	\$146,048	2042
2043	\$1,706,674		\$1,495,000	\$32,442	\$1,527,442	\$35,000	\$1,562,442	\$144,232	2043
2044	\$1,711,635					\$35,000	\$35,000	\$1,676,635	2044
	\$33,064,255	\$2,781,450	\$16,220,000	\$9,341,344	\$25,561,344	\$770,000	\$29,112,794	\$3,951,461	

(1) Per City estimates as of 6/28/2023.

(2) Net of bid premium/capitalized interest of \$199,322.64 (attributed to the 2023C G.O. Promissory Notes) used to offset interest payments through 4/1/2025.

City of Oak Creek

2023 Financing Plan

July 18, 2023

TIF #13 Financing Illustration



\$16,220,000
G.O. Refunding Bonds, Series 2023D
Dated August 30, 2023
 Amount for Refinancing: \$16,364,178

Year	Revenues			Expenditures						Net Revenues	Year	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)		(k)
	Tax Increment & Interest Revenue (1)	TID Donation Revenue (1)	Tax Increment, Interest, & TID Donation Revenue (1)	Existing Debt Service (2)	Principal <i>(4/1)</i>	Interest <i>(4/1 & 10/1)</i> TIC= 4.25%	Debt Service	Other Future Hypothetical Debt Service (3)	Less: Administrative Costs	Combined Expenditures		Available After Debt Service & Admin Costs
2023	\$98,482	\$910,000	\$1,008,482						\$101,900	\$101,900	\$906,582	2023
2024	\$346,034	\$990,000	\$1,336,034	\$0		\$778,519	\$778,519	\$0	\$101,900	\$880,419	\$455,615	2024
2025	\$1,442,426	\$1,080,000	\$2,522,426	\$51,475	\$135,000	\$714,095	\$849,095	\$0	\$101,900	\$1,002,470	\$1,519,956	2025
2026	\$2,173,323	\$1,065,000	\$3,238,323	\$102,950	\$570,000	\$699,995	\$1,269,995	\$937,875	\$101,900	\$2,412,720	\$825,603	2026
2027	\$2,499,863	\$1,080,000	\$3,579,863	\$380,825	\$385,000	\$680,895	\$1,065,895	\$1,600,750	\$101,900	\$3,149,370	\$430,493	2027
2028	\$2,896,100	\$1,760,000	\$4,656,100	\$386,075	\$405,000	\$664,589	\$1,069,589	\$2,160,628	\$101,900	\$3,718,192	\$937,908	2028
2029	\$3,469,478	\$2,840,000	\$6,309,478	\$370,825	\$445,000	\$644,858	\$1,089,858	\$2,188,215	\$101,900	\$3,750,797	\$2,558,681	2029
2030	\$3,939,187	\$2,230,000	\$6,169,187	\$370,200	\$470,000	\$621,983	\$1,091,983	\$2,192,605	\$101,900	\$3,756,688	\$2,412,499	2030
2031	\$4,251,202	\$4,400,000	\$8,651,202	\$375,400	\$495,000	\$597,858	\$1,092,858	\$2,199,252	\$101,900	\$3,769,410	\$4,881,793	2031
2032	\$4,316,336	\$4,500,000	\$8,816,336	\$376,500	\$525,000	\$572,358	\$1,097,358	\$2,198,155	\$101,900	\$3,773,912	\$5,042,424	2032
2033	\$4,382,447	\$4,382,447	\$4,382,447	\$367,200	\$565,000	\$545,108	\$1,110,108	\$2,199,295	\$101,900	\$3,778,503	\$603,944	2033
2034	\$4,449,550		\$4,449,550		\$975,000	\$506,608	\$1,481,608	\$2,207,316	\$101,900	\$3,790,824	\$658,726	2034
2035	\$4,517,659		\$4,517,659		\$1,030,000	\$457,770	\$1,487,770	\$2,207,112	\$101,900	\$3,796,782	\$720,877	2035
2036	\$4,586,791		\$4,586,791		\$1,080,000	\$411,222	\$1,491,222	\$2,208,683	\$101,900	\$3,801,805	\$784,986	2036
2037	\$4,656,959		\$4,656,959		\$1,135,000	\$365,641	\$1,500,641	\$2,216,672	\$101,900	\$3,819,213	\$837,746	2037
2038	\$4,728,180		\$4,728,180		\$1,185,000	\$317,321	\$1,502,321	\$2,215,955	\$101,900	\$3,820,176	\$908,004	2038
2039	\$4,800,469		\$4,800,469		\$1,240,000	\$266,331	\$1,506,331	\$2,221,407	\$101,900	\$3,829,638	\$970,831	2039
2040	\$4,873,842		\$4,873,842		\$1,300,000	\$212,477	\$1,512,477	\$2,227,670	\$101,900	\$3,842,047	\$1,031,795	2040
2041	\$4,948,316		\$4,948,316		\$1,360,000	\$155,615	\$1,515,615	\$2,229,621	\$101,900	\$3,847,136	\$1,101,180	2041
2042	\$5,023,907		\$5,023,907		\$1,425,000	\$95,663	\$1,520,663	\$2,232,153	\$101,900	\$3,854,716	\$1,169,192	2042
2043	\$5,100,633		\$5,100,633		\$1,495,000	\$32,442	\$1,527,442	\$2,239,909	\$101,900	\$3,869,251	\$1,231,382	2043
2044	\$5,178,509		\$5,178,509					\$2,247,516	\$101,900	\$2,349,416	\$2,829,093	2044
	\$82,679,693	\$20,855,000	\$103,534,693	\$2,781,450	\$16,220,000	\$9,341,344	\$25,561,344	\$40,130,791	\$2,241,800	\$70,715,384	\$32,819,309	

(1) Per City estimates as of 12/22/2022. Includes projected TIDs #6, #8, #10, & #16 donations and estimated interest revenue. Does not include local/state/federal grants.

(2) Net of bid premium/capitalized interest of \$199,322.64 (attributed to the 2023C G.O. Promissory Notes) used to offset interest payments through 4/1/2025.

(3) Assumes:

2023 NAN is refinanced in 2025 (\$11,205,000)

2024 NAN is refinanced in 2026 (\$7,700,000)

2025 NAN is refinanced in 2027 (\$7,200,000)

Future hypothetical debt service assumes a planning interest rate of 5.00%.

This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as, advice.

City of Oak Creek

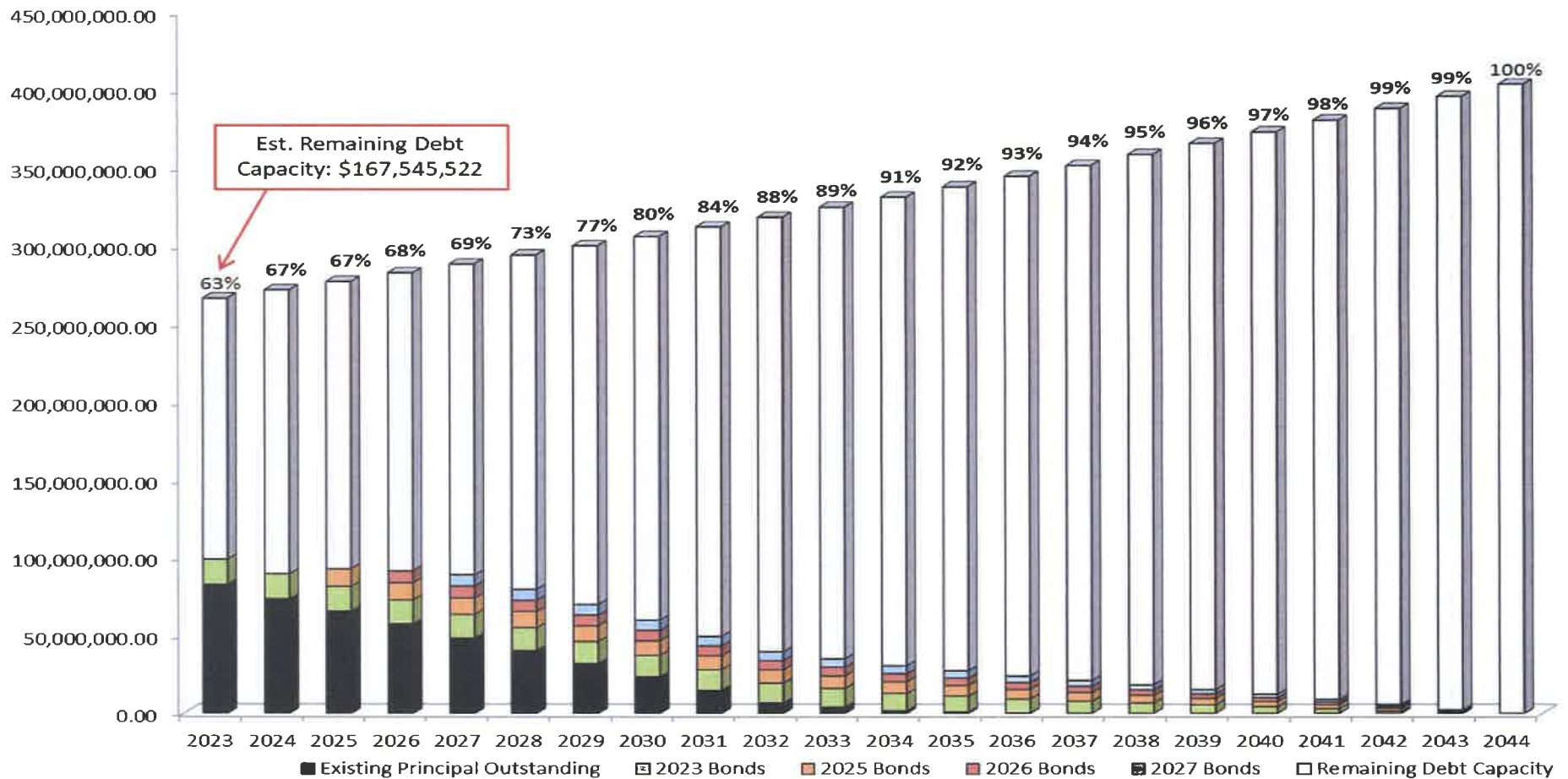
2023 Financing Plan

July 18, 2023

G.O. Debt Capacity (with futures TIF #13 issues)



PERCENT OF CAPACITY REMAINING



Note: Future capacity based on 2022 Equalized Valuation (TID-IN) of \$5,226,696,500 with annual growth of 2.00%.



COMMON COUNCIL REPORT

Item: Electronic Badger Book Purchase

Recommendation: That the Common Council considers a motion to approve the purchase of electronic poll books (Badger Books) from Paragon Development Services in the amount of \$57,730.65.

Fiscal Impact: The purchase amount of \$57,730.65 would be funded through the City's equipment replacement fund balance (cash on-hand).

- 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 Clerk is requesting approval of the purchase of Badger Books, the electronic poll books, for the City of Oak Creek. The three main functions of the electronic poll books include checking in voters, processing Election Day Registrations, and recording absentee ballots. In addition, voter participation is recorded the morning after Election Day, much sooner than the manual process currently in place. In year 2024 there will be four elections, including a Presidential Election. The Wisconsin Election Commission will not be permitting the implementation of any electronic poll books during 2024 due to the extreme workload on the State and the local Clerks. Therefore, the needed purchase and training will need to occur in year 2023 for successful rollout to the Community. The City Clerk's office will be training staff, Chief Inspectors, all poll workers and will be conducting significant outreach to the Oak Creek Voters in the Fall of 2023. The State approved vendor for Badger Books is Paragon Development Services.

Options/Alternatives: To not approve the request and delay implementation until year 2025.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Catherine A. Roeske, CMC/WCMC
City Clerk

Fiscal Review:

Maxwell Gagrin, MPA
Assistant City Administrator / Comptroller

Attachments: Paragon Development Services price quote, June 2023. Badger Book, Wisconsin's Electronic Poll Book product overview.



A CONVERGE COMPANY

PDS, A Converge Company
 N57 W39605 Hwy 16
 Dock 4
 Oconomowoc, Wisconsin 53066
 United States
 (P) 262-569-5300

Date	Expiration Date
Jun 29, 2023 03:32 PM CDT	07/29/2023
Modified Date	
Jun 29, 2023 03:33 PM CDT	
Quote #	
2260140 - rev 1 of 1	
Description	
2023 Badgerbook Server (Oak Creek)	
SalesRep	
Berner, Dana (P) 262-569-5366	
Customer Contact	
Linski, Sara (P) 6082677891	

Customer
 Wisconsin Elections
 Commission (023332)
 Linski, Sara
 Madison, WI 53707
 United States
 (P) 608) 261-2035

Bill To
 Wisconsin Elections Commission
 Payable, Accounts
 Madison, WI 53707
 United States
 (P) 608) 261-2035

Ship To
 Wisconsin Elections Commission
 Payable, Accounts
 Madison, WI 53707
 United States
 (P) 608) 261-2035

Payment Method
 Terms: Credit Card

Customer PO:

Terms:
 Credit Card

Ship Via:
 FedEx Ground
Carrier Account #:

Special Instructions:

#	Description	Part #	Qty	Unit Price	Total
1	Engage One 14 Touch All-in-One 141 no printer	513S2US#ABA	7	\$1,839.00	\$12,873.00
2	Badgerbook Server Configuration				
	PDS Configuration Services	000522	7	\$79.00	\$553.00
	000522				
	2022 - Device Provisioning (Camera, Switch Provisi	808475	1	\$0.00	\$0.00
	808475				
	Imaging Services	09137	1	\$0.00	\$0.00
	Labeling Services	09140	1	\$0.00	\$0.00
	Save Boxes For Shipping	499888	7	\$0.00	\$0.00
	Component Repackaging	319621	7	\$0.00	\$0.00
	Bundle Subtotal		1	\$553.00	\$553.00
3	WEC IMCT Server H400 BadgerBookAiO 2022	WEC H400 Server 2022	7	\$0.00	\$0.00
4	WEC PollBook Asset Tag	2079676	35	\$0.00	\$0.00
5	E5350 - wireless router - 802.11a/b/g/n/ac - desk	E5350	7	\$39.00	\$273.00
6	Router configuration				
	PDS Configuration Services	000522	7	\$29.00	\$203.00
	000522				
	Labeling Service	009140	1	\$0.00	\$0.00
	009140				
	2022 - Device Provisioning (Camera, Switch Provisi	808475	1	\$0.00	\$0.00
	808475				
	Component Repackaging	319621	1	\$0.00	\$0.00
	Bundle Subtotal		1	\$203.00	\$203.00
7	ENGAGE PUSB THERMAL PRINTER	299V0AA	7	\$0.00	\$0.00
8	6FT PUSB CBL BLK CABL	5C2B8AA	7	\$0.00	\$0.00
9	Thermal Receipt Paper, 3.125"x2.30" 10pk	RPT3.125-230-10PK	7	\$35.00	\$245.00
10	USB Desktop 320MK Mouse and Keyboard Keyboard and mouse set - USB - US - Smart Buy - for ZBook 15u G4, 15u G5, 15u G6, 15v G5, 17 G4, 17 G5, 17 G6, Create G7, ZBook Firefly 14 G9	9SR36UT#ABA	7	\$19.00	\$133.00
11	4yr 9x5 NBD Onsite Support Upgrade, Retail Pkg Extended service agreement - parts and labor - 4 years - on-site - 9x5 - response time NBD - for Engage Clean Mount, Flex Mini Retail System, Go 10, Go Mobile System, Stability Mount	UL589E	7	\$119.00	\$833.00
12	APC Back-UPS Pro BR 1000VA/600W 100 outlets 2USB UPS UPS - AC 120 V - 600 Watt - 1000 VA - USB serial - output connectors 10 - black	BR1000MS	7	\$205.95	\$1,441.65

13 Kingston Data Traveler Exodia
USB flash drive - 32 GB - USB 3.2 Gen 1 - black/white

DTX/32GB 7 \$8.00 \$56.00

Subtotal: \$16,610.65
Tax (.0000%): \$0.00
Shipping: \$0.00
Total: \$16,610.65

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsofsale.aspx>

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3.5% Convenience Fee at the time of invoicing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.



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Date
 Jun 29, 2023 03:24 PM CDT
Expiration Date
 07/29/2023
Modified Date
 Jun 29, 2023 03:29 PM CDT
Quote #
 2260109 - rev 1 of 1
Description
 2023 Badgerbooks Client
SalesRep
 Berner, Dana
 (P) 262-569-5366
Customer Contact
 Rossman, Steve
 (P) 608-261-2002

Customer
 Wisconsin Elections
 Commission (023332)
 Rossman, Steve
 Madison, WI 53707
 United States
 (P) 608) 261-2035

Bill To
 Wisconsin Elections Commission
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Payment Method
 Terms: Credit Card

Customer PO:

Terms:
 Credit Card

Ship Via:
 FedEx Ground
Carrier Account #:

Special Instructions:

Description	Part #	Qty	Unit Price	Total
1 Engage One 14 Touch All-in-One 141 w/ Stand Alone	513S2US#ABA	20	\$1,839.00	\$36,780.00
2 Badgerbook Client Configuration				
PDS Configuration Services	000522-	20	\$79.00	\$1,580.00
2022 - Device Provisioning (Camera, Switch Provisi 808475	808475	1	\$0.00	\$0.00
Imaging Services	09137	1	\$0.00	\$0.00
Labeling Services	09140	1	\$0.00	\$0.00
"Save Boxes" For Shipping	499888	20	\$0.00	\$0.00
Component Repackaging	319621	20	\$0.00	\$0.00
Bundle Subtotal		1	\$1,580.00	\$1,580.00
3 WEC PollBook Asset Tag	457736	100	\$0.00	\$0.00
4 WEC IMCT BadgerBookAIO 2022	WEC H400 2022	20	\$0.00	\$0.00
5 ENGAGE PUBS THERMAL PRINTER	299V0AA	20	\$0.00	\$0.00
6 15FT PUBS CBL BLK CABL	5C2B8AA	20	\$0.00	\$0.00
7 USB Desktop 320MK Mouse and Keyboard Keyboard and mouse set - USB - US - Smart Buy - for ZBook 15u G4, 15u G5, 15u G6, 15v G5, 17 G4, 17 G5, 17 G6. Create G7: ZBook Firefly 14 G9	9SR36UT#ABA	20	\$19.00	\$380.00
8 4yr NBD Onsite Support Upgrade, Retail Pkg Extended service agreement - parts and labor - 4 years - on-site - 9x5 - response time: NBD - for Engage Clean Mount, Flex Mini Retail System, Go 10, Go Mobile System, Stability Mount	UL589E	20	\$119.00	\$2,380.00

Subtotal: \$41,120.00
 Tax (.0000%): \$0.00
 Shipping: \$0.00
 Total: \$41,120.00

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsofsale.aspx>

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PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.

Program Overview

In 2017, Wisconsin Elections Commission (WEC) staff developed an electronic poll book system to be used in polling places in Wisconsin on Election Day.

Enabled by Wis. Stat. § 6.79(1m), the Badger Book is the only electronic poll book authorized for use in Wisconsin elections.

Within each polling place, Badger Books are connected securely to communicate to each other, but do not connect to the Internet or any other network outside the polling place.

After municipalities purchase the hardware, access to the free Badger Book application and support from WEC will be provided.

While Badger Books will improve the way municipalities administer elections, they are not mandatory and participation is optional.

If you have any questions about the Badger Book program or would like to learn more, please contact the Wisconsin Elections Commission at:

(608) 261-2028
or
epollbook@wi.gov

For clerks, additional information about Badger Books can be found in The Learning Center.



Badger Book

Wisconsin's Electronic
Poll Book



What is a Badger Book?

The Badger Book is an e-poll book. What does that mean?

“e” stands for electronic
“poll book” stands for poll book

A Badger Book is a:

- ✓ Poll book
- ✓ Absentee ballot log
- ✓ Digital voter registration form

What can Badger Books do for you?

- Quicker voter check-ins and registrations
- Process absentees in a snap
- Improve polling place flow
- No more splitting poll books
- Reduce poll worker mistakes
- Improve data quality
- Consolidate polling places
- Require fewer election inspectors
- Streamline post-election data entry and reconciliation
- Voters will be able to view their participation sooner in MyVote

Election Day!

Prior to Election Day, the poll book for your entire municipality is loaded onto the Badger Book.



Badger Books complete three primary tasks on Election Day:

- ✓ Checking in voters
- ✓ Election Day Registrations
- ✓ Processing absentee ballots

After Election Day, participation data is taken from the Badger Book and uploaded into WisVote.

This includes in-person participation, absentee participation, and information from Election Day Registrations.



Are Badger Books safe?

There are multiple layers of security to protect the system and voter information:

- BADGER BOOKS ARE NEVER CONNECTED TO THE INTERNET
- The data loaded onto Badger Books comes from WisVote, the secure statewide voter registration system
- Each Badger Book is password protected and each poll worker has their own user credentials to log in to the application
- Voter and participation data is encrypted and secure
- Badger Books communicate via a wireless router, but only within the polling place
- Like a paper poll book, only the data necessary to run an election is included, so no Personally Identifiable Information (PII) is accessible



COMMON COUNCIL REPORT

Item: Condominium Plat - 9102, 9120, and 9140 S. 27th Street - Royal Estates Condominium

Recommendation: That the Council adopts Resolution No. 12421-071823, a resolution approving the Condominium Plat for the Royal Estates Condominium for the property at 9102, 9120, and 9140 S. 27th Street (6th Aldermanic District).

Fiscal Impact: The proposal is to approve a Condominium Plat for the development of a multifamily development. If approved, development on the property would yield a positive fiscal impact in terms of assessed value, permit fees, and impact fees. This property is part of TID 7.

Critical Success Factor(s):

- Active, Vibrant and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The Applicant is requesting recommendation of approval of a Condominium Plat for Royal Estates Condominium at 9102, 9120, and 9140 S. 27th Street. A CSM consolidating the properties was approved by the Common Council in July of 2022, and a Planned Unit Development was approved in Ord. 3071 in May of this year.

Included within this plat are 36 attached single-family units distributed between a total of eight (8) buildings. Each building has either two (2) or four (4) units. The development will also include a centrally located gazebo as an amenity for residents along with a walking path around the retention basin on the eastern portion of the site. The development has access off of S. 27th Street and each unit is accessible via private streets.

Condominium By-Laws identify common areas and stipulate maintenance responsibilities. This document is attached for Common Council reference.

The Plan Commission reviewed this request during their June 27, 2023 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 the signature page is updated to include the Plan Commission Secretary.
3. That the CSM is recorded prior to the recording of the Condominium Plat.
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, or deny the request.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Sylvia Brueckert
Zoning Administrator/Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Resolution 12421-071823

Location Map

Original Condominium Plat (14 pages)

By-Laws of Royal Estates Condominium (9 pages)

RESOLUTION NO. 12421-071823

BY: _____

A RESOLUTION APPROVING THE CONDOMINIUM PLAT FOR ROYAL ESTATES CONDOMINIUMS

9102, 9120, and 9140 S. 27th Street
(6th Aldermanic District)

WHEREAS, it appears that the condominium plat submitted by OAK CREEK RESIDENCES, LLC, hereinafter referred to as the developer, for the condominium know as ROYAL ESTATES CONDOMINIUMS, 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 June 27, 2023, the Plan Commission conditionally approved the condominium plat for the condominium know as ROYAL ESTATES CONDOMINIUMS;

NOW, THEREFORE, BE IT RESOLVED that the condominium plat for ROYAL ESTATES CONDOMINIUMS is hereby approved subject to the following conditions:

1. 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.
2. That the signature page is updated to include Plan Commission Secretary.
3. That the CSM is recorded prior to the recording of the Condominium Plat.
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 18th day of July, 2023.

Passed and adopted this 18th day of July, 2023.

President, Common Council

Approved this 18th day of July, 2023.

Mayor

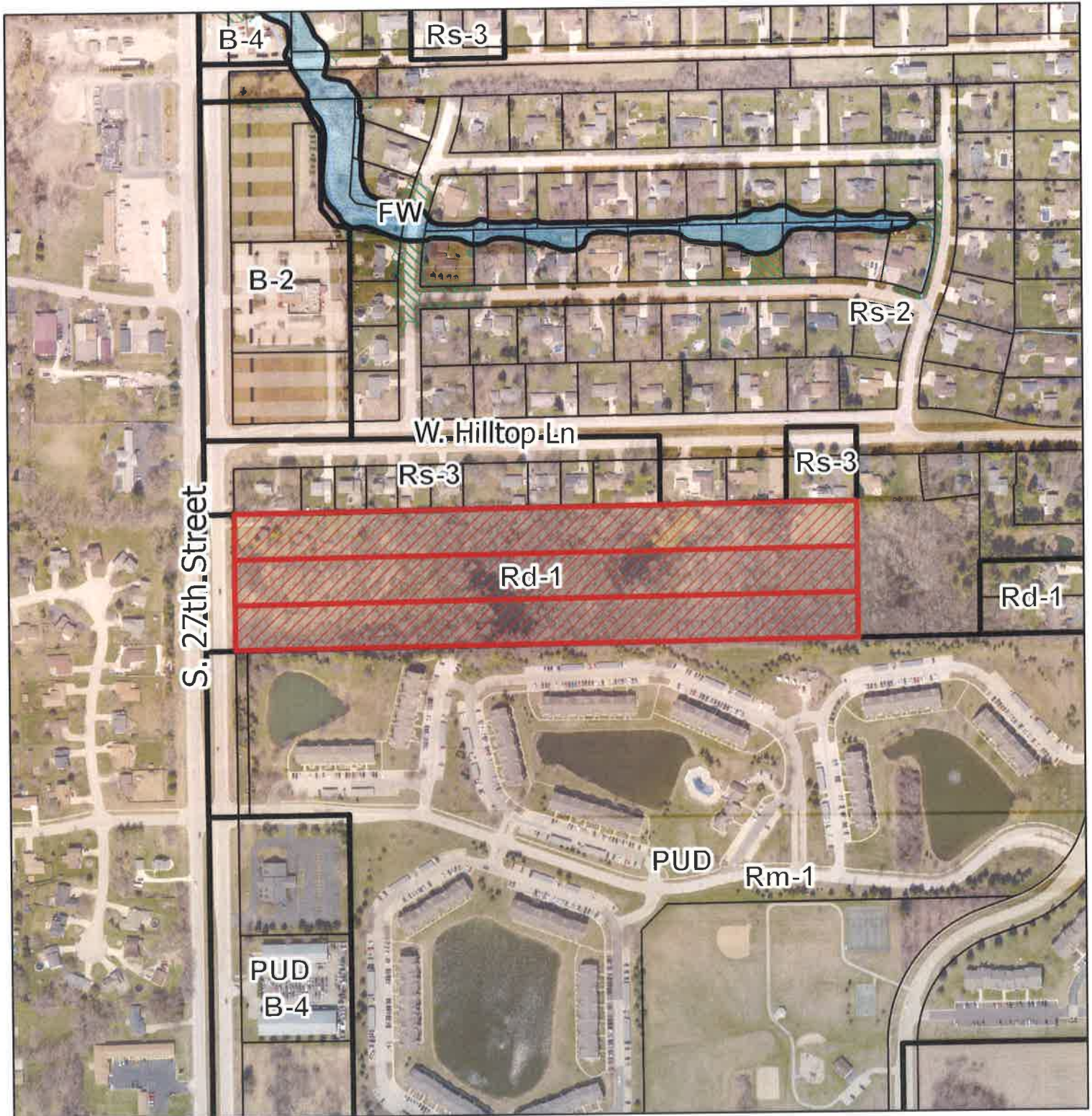
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

4005 S. Lake Vista Blvd



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

Legend

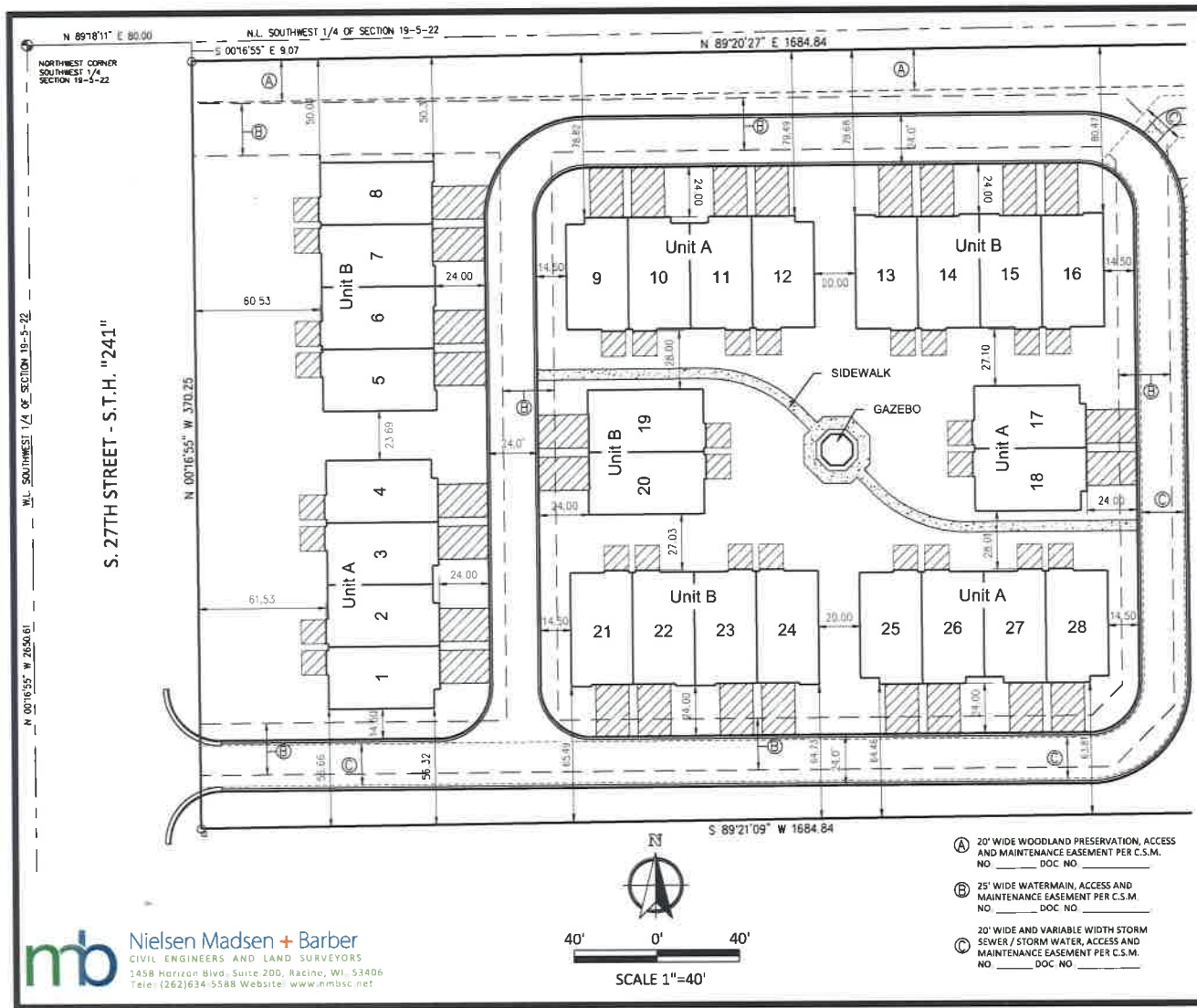
-  Zoning
-  Flood Fringe
-  Official Street Map
-  Parcels
-  Floodway
-  9102, 9120, and 9140 S. 27th St



Community Development

0 0.06 0.12 Miles





ROYAL ESTATES CONDOMINIUM

SITE SURVEY / BUILDING EXTERIOR
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND
STATE OF WISCONSIN

Legal Description

Lot 1 of Certified Survey Map No. _____ recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on _____ as Document No. _____, being that part of the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 22 East of the Fourth Principal Meridian. Said land being in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

Certification

I, Mark R. Madsen, PLS, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the building and improvements constructed or to be constructed upon the property.

This plat is a correct representation of the Royal Estates Condominium as proposed at the date thereof, and the identification and location of each unit and the 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 approximate dimensions and floor areas thereof.

The proposed floor plans, provided by Tgar Group, Inc., do not represent as-built conditions.

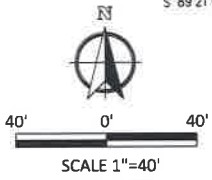
All areas not occupied by units or limited common elements are common elements.

Nielsen Madsen + Barber
1458 Horizon Boulevard, Suite 200
Racine, WI 53406
(262) 634-5588

NOTES
BEARINGS BASE: GRIC NORTH, WISCONSIN COORDINATE SYSTEM SOUTH ZONE. BASED UPON NAD 1983/2011. THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 19-5-22 IS ASSUMED TO BEAR N 89°18'11" E

LEGEND
● 3/4" O.D. REBAR - 150 LBS / LIN. FT. - SET
○ 1" O.D. IRON PIPE - FOUND
⊙ CAST IRON MON. W / BRASS CAP - FOUND
▨ LIMITED COMMON AREA

- (A) 20' WIDE WOODLAND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT PER C.S.M. NO. _____ DOC. NO. _____
- (B) 25' WIDE WATERMAIN, ACCESS AND MAINTENANCE EASEMENT PER C.S.M. NO. _____ DOC. NO. _____
- (C) 20' WIDE AND VARIABLE WIDTH STORM SEWER / STORM WATER, ACCESS AND MAINTENANCE EASEMENT PER C.S.M. NO. _____ DOC. NO. _____



mb Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd, Suite 200, Racine, WI, 53406
Tele: (262)634-5588 Website: www.nmbcs.net

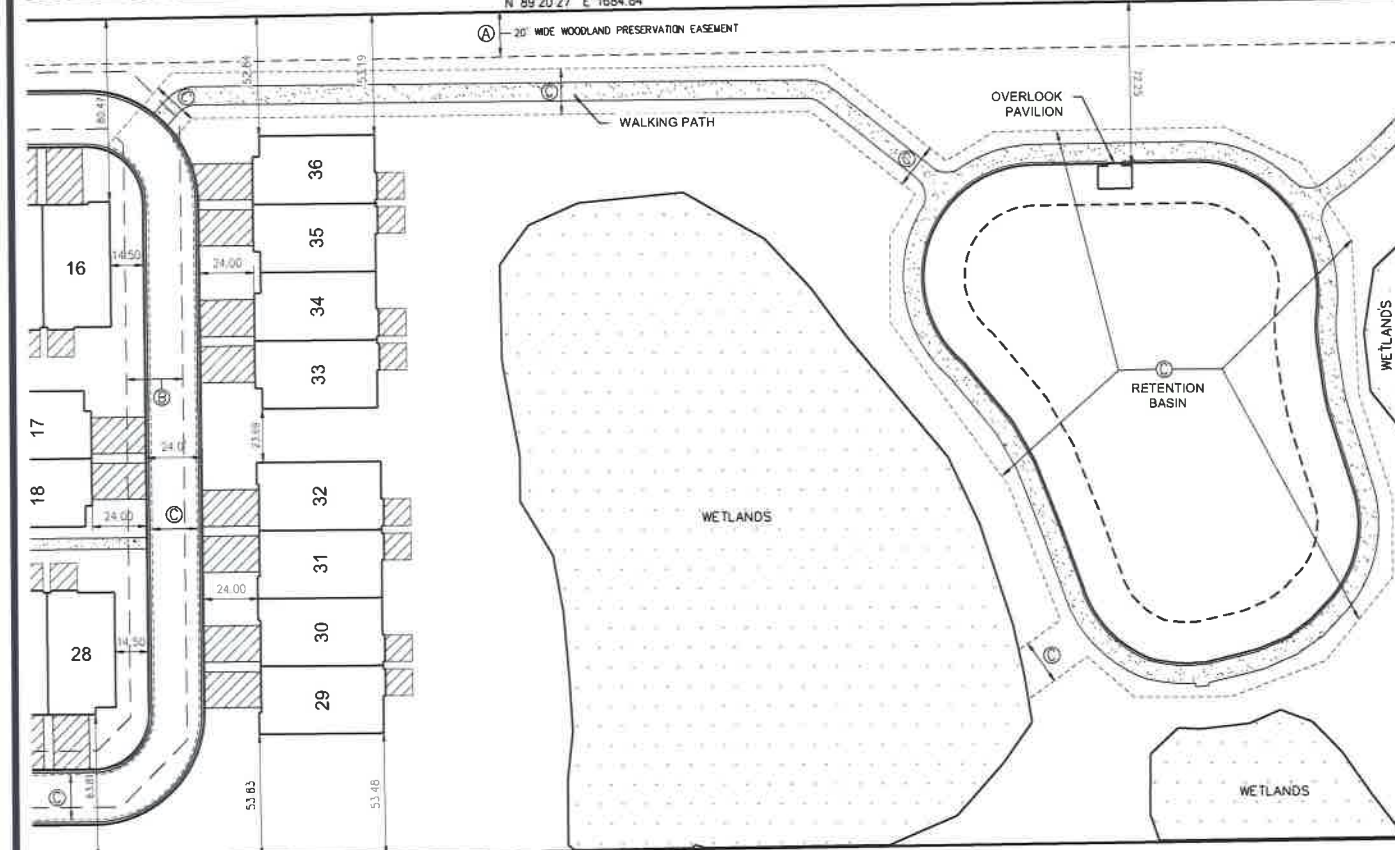
ROYAL ESTATES CONDOMINIUM

SITE SURVEY / BUILDING EXTERIOR
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN

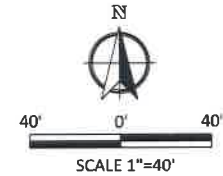
N.L. SOUTHWEST 1/4 OF SECTION 19-5-22

N 89°20'27" E 1684.84

(A) 20' WIDE WOODLAND PRESERVATION EASEMENT



S 89°21'09" W 1684.84



- (A) 20' WIDE WOODLAND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT PER C.S.M. NO. _____ DOC. NO. _____
- (B) 25' WIDE WATERMAIN, ACCESS AND MAINTENANCE EASEMENT PER C.S.M. NO. _____ DOC. NO. _____
- (C) 20' WIDE AND VARIABLE WIDTH STORM SEWER / STORM WATER, ACCESS AND MAINTENANCE EASEMENT PER C.S.M. NO. _____ DOC. NO. _____

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LEGEND

- 3/4" O.D. REBAR - 1.50 LBS / LIN. FT. - SET
- 1" O.D. IRON PIPE - FOUND
- ⊙ CAST IRON MAN. W / BRASS CAP - FOUND
- ▨ LIMITED COMMON AREA

mb Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
145B Horizon Blvd, Suite 200, Racine, WI, 53406
Tele: (262)634-5588 Website: www.nmbisc.net

ROYAL ESTATES CONDOMINIUM

SITE SURVEY / BUILDING EXTERIOR
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN

N.L. SOUTHWEST 1/4 OF SECTION 19-5-22

N 89°20'27" E 1684.84

(A) 20' WIDE WOODLAND PRESERVATION EASEMENT

WALKING PATH

WETLANDS

RETENTION BASIN



40' 0' 40'

SCALE 1"=40'

S 00°16'35" E 370.59

- (A) 20' WIDE WOODLAND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT PER C.S.M.
NO. _____ DOC. NO. _____
- (B) 25' WIDE WATERMAIN, ACCESS AND MAINTENANCE EASEMENT PER C.S.M.
NO. _____ DOC. NO. _____
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NO. _____ DOC. NO. _____

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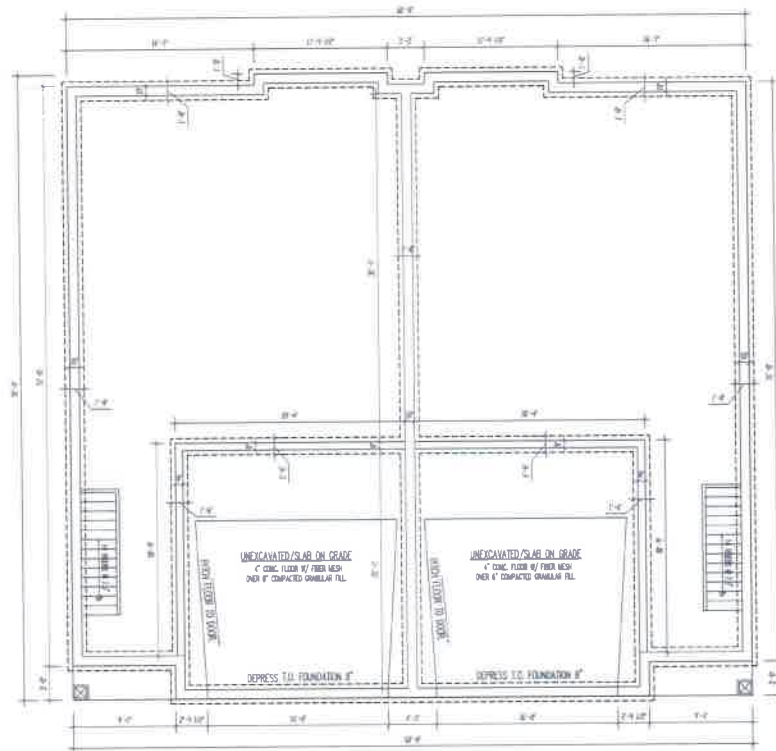
LEGEND

- 3/4" O.D. REBAR - 1.50 LBS / LIN. FT. - SET
- 1" O.D. IRON PIPE - FOUND
- ⊙ CAST IRON MON. W / BRASS CAP - FOUND
- ▨ LIMITED COMMON AREA

S 89°21'09" W 1684.84

ROYAL ESTATES CONDOMINIUM

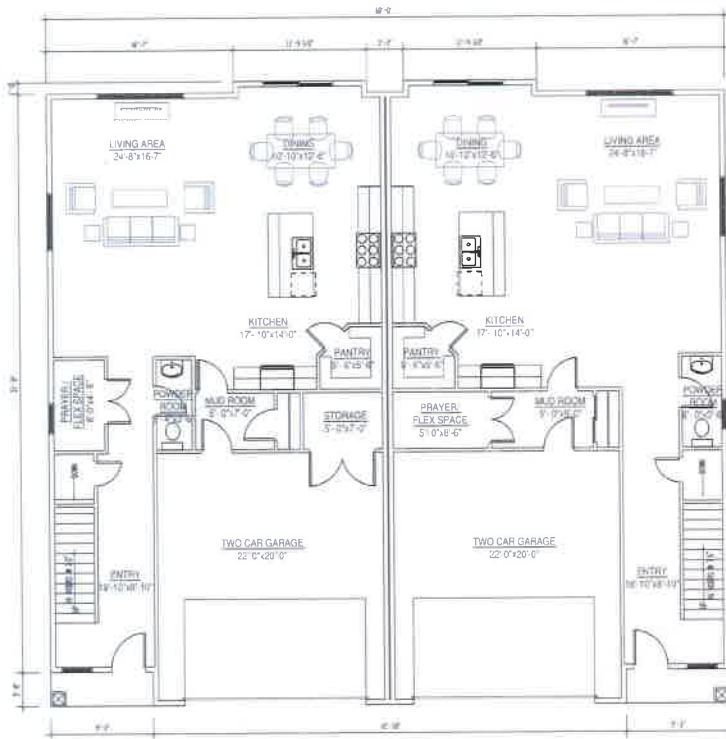
2 UNIT BUILDING "A" - UNITS 16 AND 17
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN



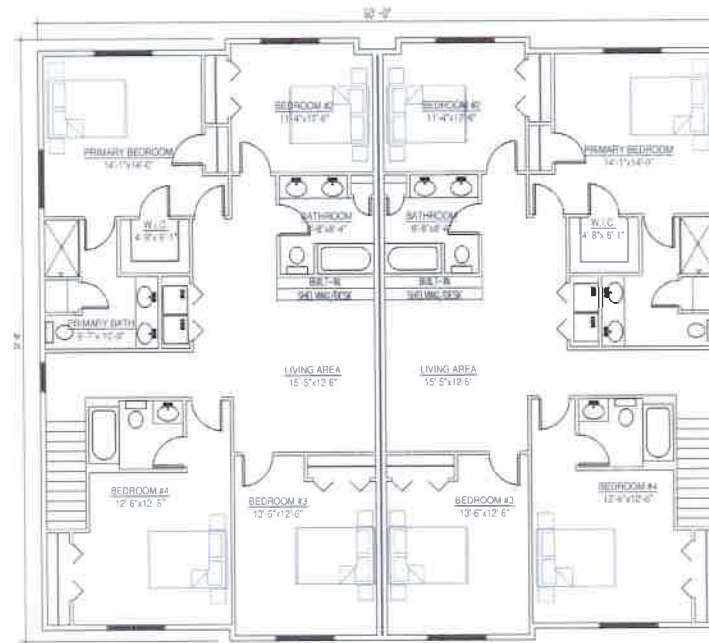
1 PLAN A: 2-UNIT FOUNDATION PLAN A
1/8"=1'-0"

ROYAL ESTATES CONDOMINIUM

2 UNIT BUILDING "A" - UNITS 16 AND 17
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN



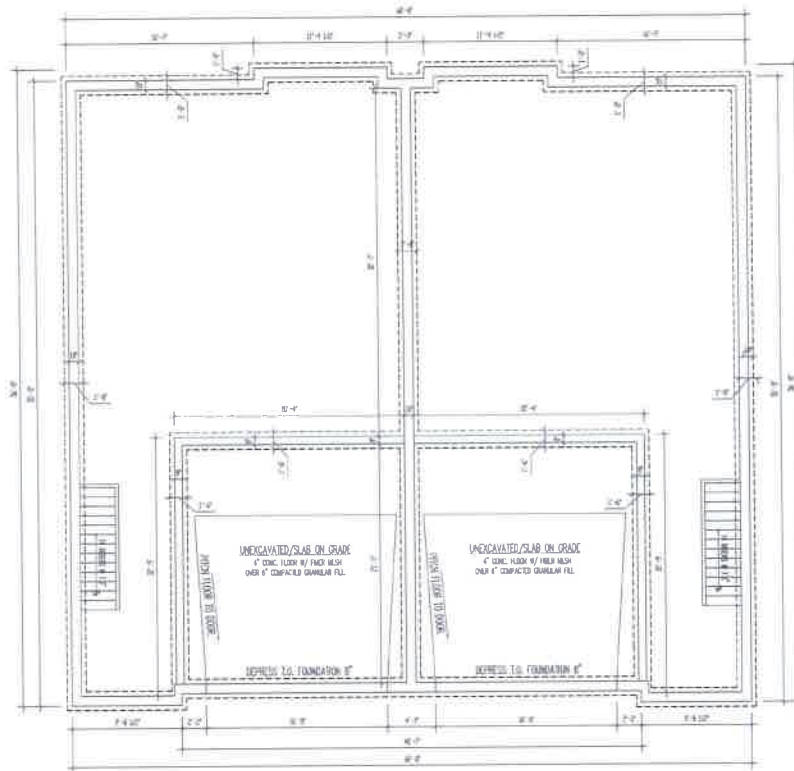
1 2-UNIT FIRST FLOOR PLAN A
1/8"=1'-0"



2 2-UNIT SECOND FLOOR PLAN A
1/8"=1'-0"

ROYAL ESTATES CONDOMINIUM

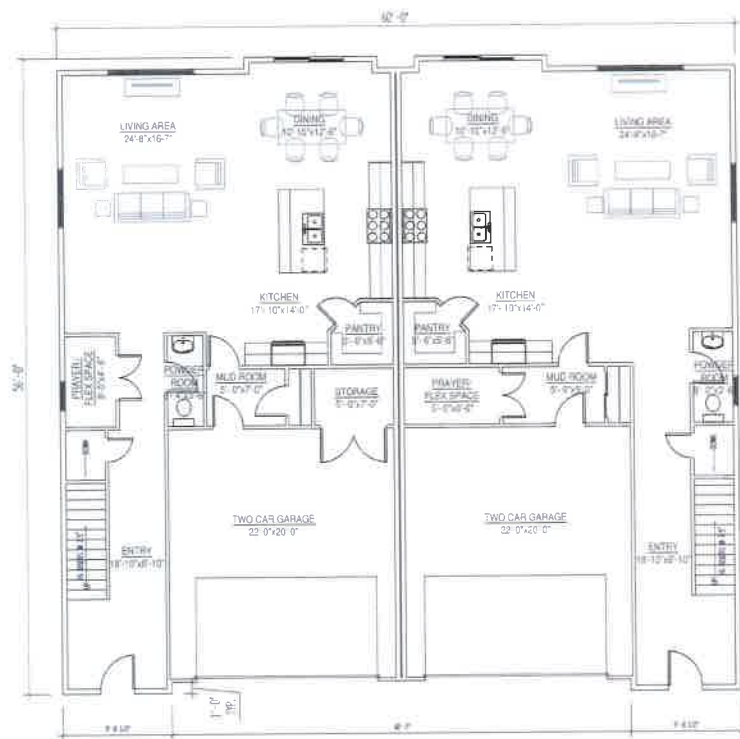
2 UNIT BUILDING "B" - UNITS 19 AND 20
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN



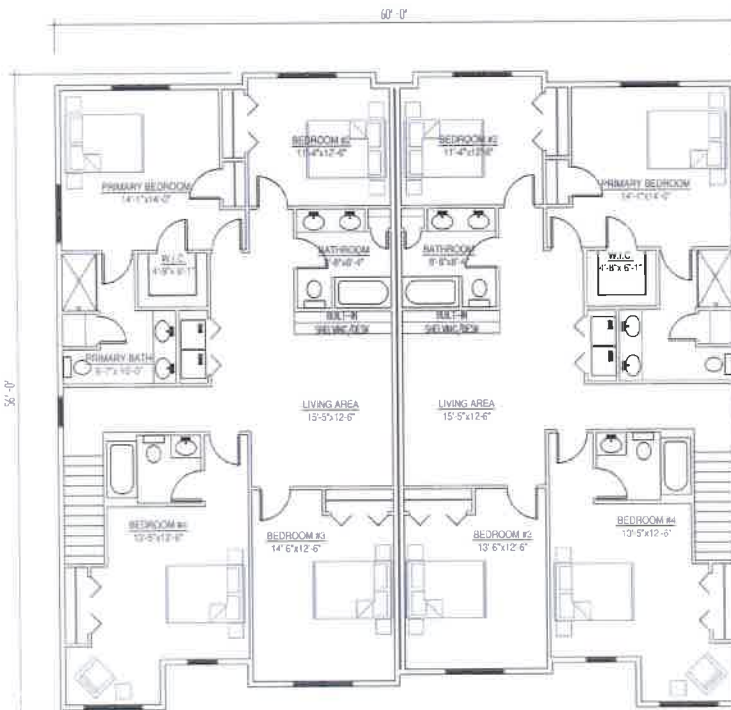
C-1 PLAN B: 2-UNIT FOUNDATION PLAN
1/8"=1'-0"

ROYAL ESTATES CONDOMINIUM

2 UNIT BUILDING "A" - UNITS 16 AND 17
 CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN



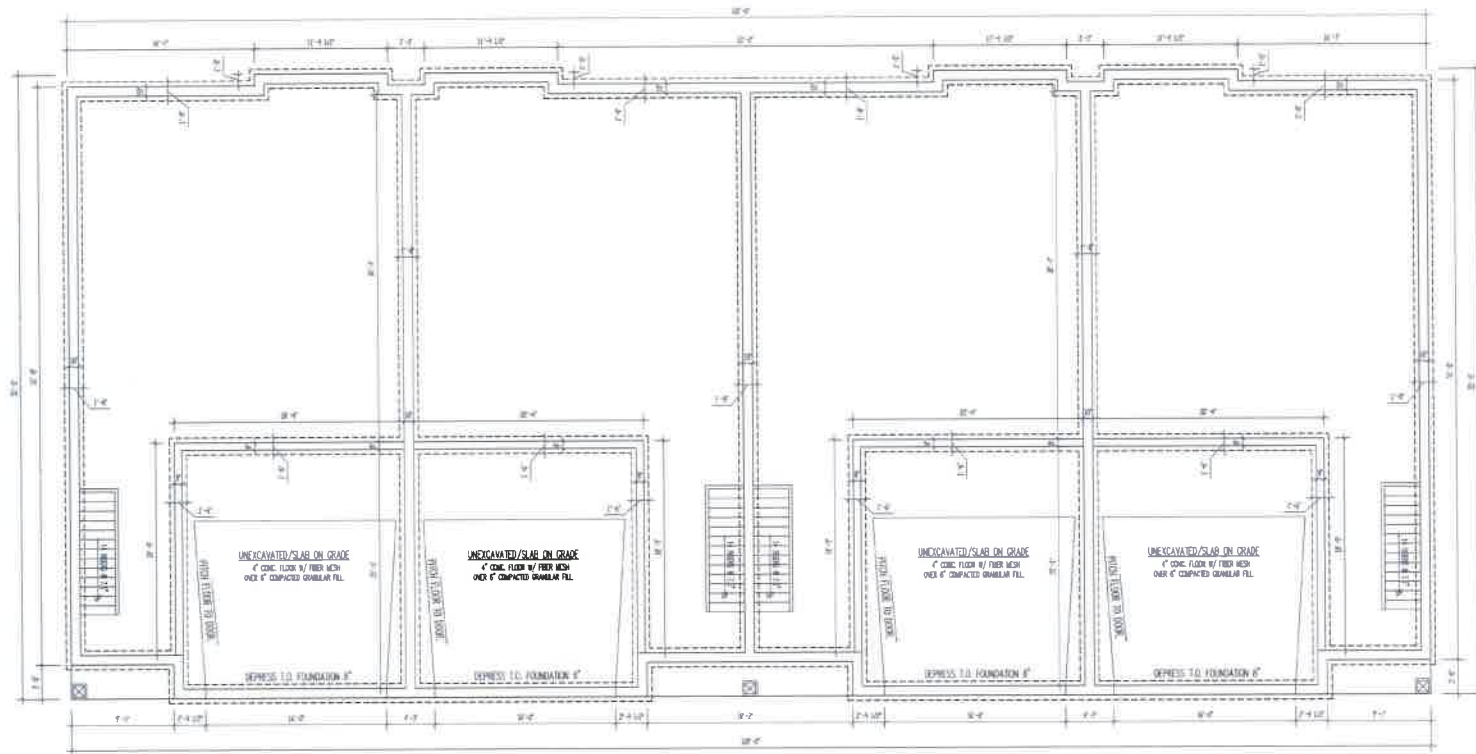
1 2-UNIT FIRST FLOOR PLAN B
 1/8"=1'-0"



2 2-UNIT SECOND FLOOR PLAN B
 1/8"=1'-0"

ROYAL ESTATES CONDOMINIUM

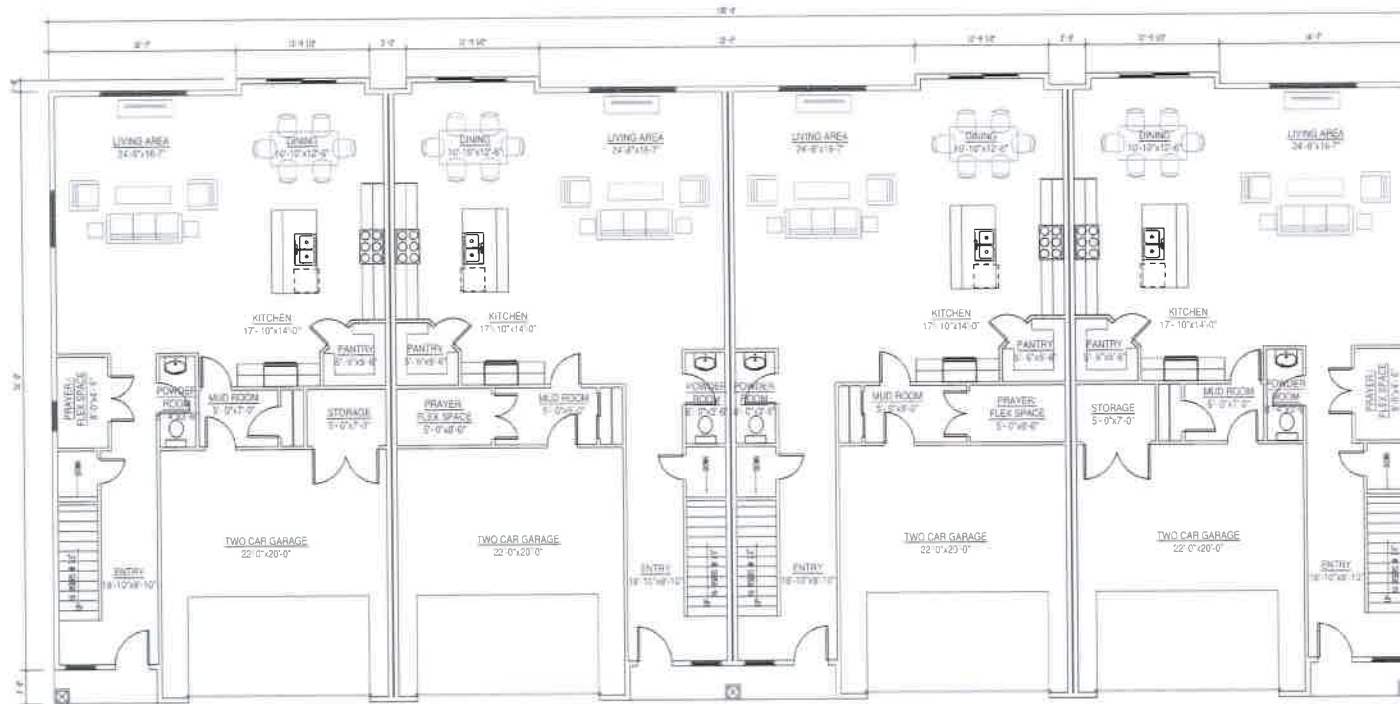
4 UNIT BUILDING "A" - UNITS 1-4, 9-12, 25-28 AND 33-36
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN



2 PLAN A: 4-UNIT FOUNDATION PLAN
1/8"=1'-0"

ROYAL ESTATES CONDOMINIUM

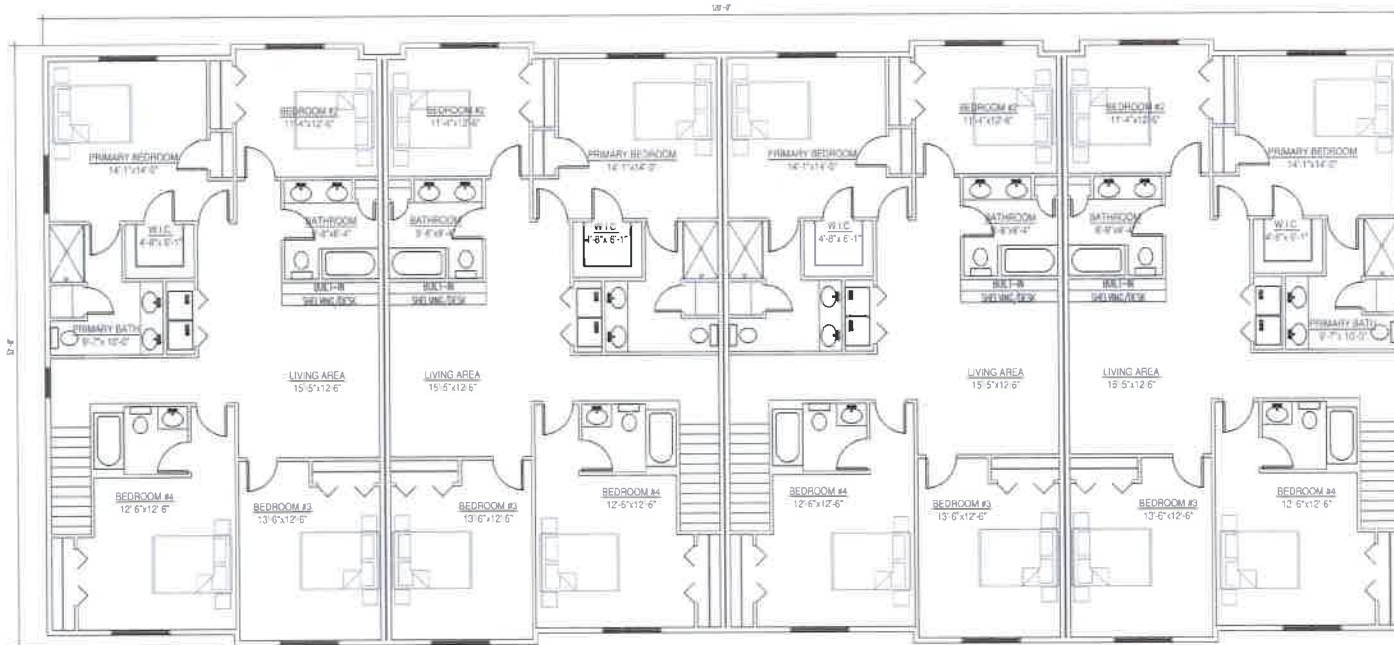
4 UNIT BUILDING "A" - UNITS 1-4, 9-12, 25-28 AND 33-36
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN



3 4-UNIT FIRST FLOOR PLAN A
1/8"=1'-0"

ROYAL ESTATES CONDOMINIUM

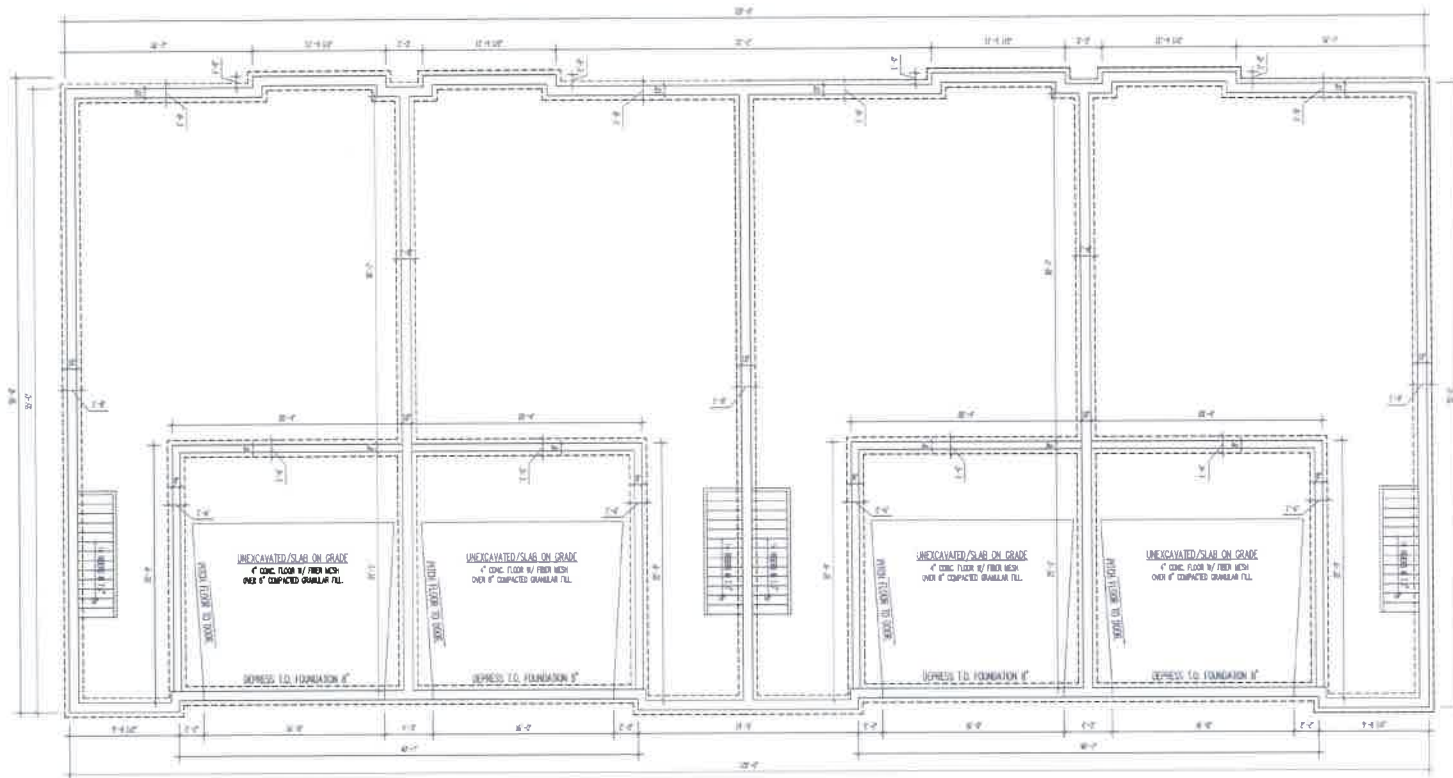
4 UNIT BUILDING "A" - UNITS 1-4, 9-12, 25-28 AND 33-36
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN



4 4-UNIT SECOND FLOOR PLAN A
1/8"=1'-0"

ROYAL ESTATES CONDOMINIUM

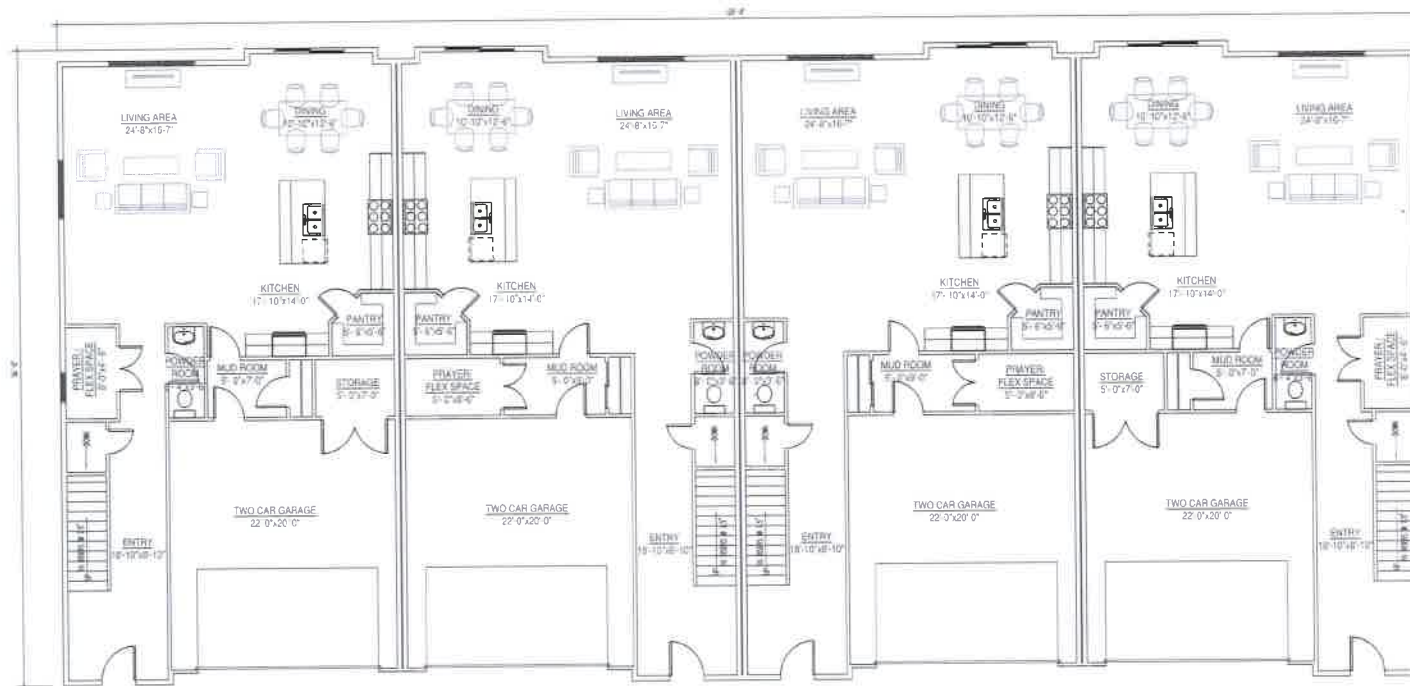
4 UNIT BUILDING "B" - UNITS 5-8, 13-16, 21-24 AND 19-32
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN



4 PLAN B: 4-UNIT FOUNDATION PLAN
1/8"=1'-0"

ROYAL ESTATES CONDOMINIUM

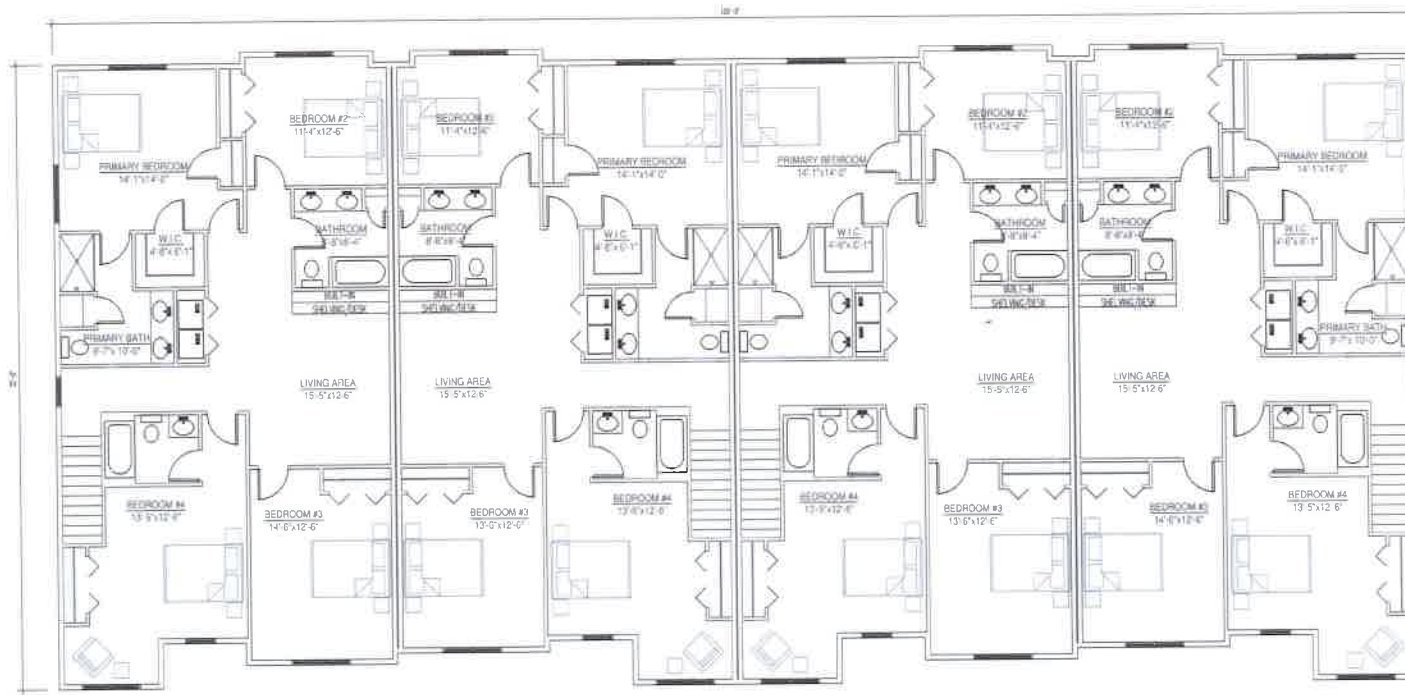
4 UNIT BUILDING "B" - UNITS 5-8, 13-16, 21-24 AND 19-32
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN



3 4-UNIT FIRST FLOOR PLAN B
1/8" = 1'-0"

ROYAL ESTATES CONDOMINIUM

4 UNIT BUILDING "B" - UNITS 5-8, 13-16, 21-24 AND 19-32
CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN



4 4-UNIT SECOND FLOOR PLAN B
1/8"=1'-0"

ROYAL ESTATES CONDOMINIUM

SIGNATURES

CITY OF OAK CREEK, COUNTY OF MILWAUKEE AND STATE OF WISCONSIN

OWNER'S CERTIFICATE

Anil Yepuri as Owner, hereby certifies that it has caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Plat. Anil Yepuri also does further certify that this Plat is required to be submitted to the following for approval: the Common Council of the City of Oak Creek.

IN WITNESS WHEREOF the said Anil Yepuri has caused these presents to be signed as Owner at _____ Wisconsin on this _____ day of _____, 2023.

Anil Yepuri

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) SS

Personally came before me this _____ day of _____, 2023, Anil Yepuri, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Printed Name:

Notary Public, _____, WI

My commission expires: _____

CITY OF OAK CREEK PLAN COMMISSION APPROVAL

APPROVED as a Condominium Plat by the Plan Commission of the City of Oak Creek, on _____, 2023

Daniel Bukiewicz, Chair

Date

Attested By:

Date

CITY'S RESOLUTION

RESOLVED that this Condominium Plat located in the City of Oak Creek, is hereby approved by the Common Council of the City of Oak Creek, on _____, 2023, by Resolution No. _____

Daniel Bukiewicz, Mayor

Date

Catherine A. Roeske, City Clerk

Date

BY-LAWS OF ROYAL ESTATES CONDOMINIUM

The following By-Laws are hereby adopted to govern the affairs of Royal Estates Condominium (herein referred to as "the project" in conjunction with the covenants, restrictions and reservations set forth and contained in the Master Deed of Oak Creek Residences, LLC ("Owners").

ARTICLE I DEFINITIONS

Unless it is plainly evidenced by the context that a different meaning is intended, the following words and terms as used herein shall have the following meanings:

(a) "House" means an enclosed space consisting of an area occupying all or part of a building of one or more floors or stories in the Royal Estates Condominium and designated by appropriate designation as such on the accompanying floor plans, each of which has a direct exit to an exterior entranceway, or to a given common space leading to the outside, shown on the plat and plans of the Royal Estates Condominium as a numbered portion or division thereof.

(b) "Owner" or "Co-owner" means and refers to a person, firm, corporation, partnership, association, trust, or legal entity, or any combination thereof, who or which owns a House in the Royal Estates Condominium.

(c) "Council of Co-Owners" means all of the co-owners as defined in Subsection (b) of this Article, but a majority as defined in Subsection (e) of this Article shall constitute a quorum for the adoption of decisions.

(d) "General Common Elements" means and includes: (1) the land on which all buildings in the Royal Estates Condominium stand and all surrounding area as designated on the accompanying plat; (2) the foundations, walls and ceilings to the point where interior finishes thereof are to be affixed, exterior walls, roofs, parking areas, patios, entrances, exits, or communication ways; (3) yards, gardens, streets, walks and green areas; (4) the premises for the lodging of janitors or employees, or any utility services used in common, or general maintenance equipment, and/or offices for persons in charge of the improvements and property of the Royal Estates Condominium; (5) installations for provision of electric power, light, gas, water, television antenna systems, storm and sanitary sewer systems, and the like, to the extent that such facilities serve more than one House in the Royal Estates Condominium and to the point at which the same extend beyond the dividing line separating general common elements as herein defined and the designated Houses as commonly installed for attachment thereto of appliances and fixtures; (6) garbage incinerators or storage facilities and, in general, all devices or installations existing for common use of owners in the Royal Estates Condominium; and (7) all other components of the buildings and improvements rationally used and intended for the common use or necessary to the operation, use, existence, upkeep and safety of more than a single House in the Royal Estates

Condominium. To the extent of any conflict in the definition of "general common elements" contained herein with the definition thereof in the master deed for the Oak Creek Residences, LLC, the provisions of the master deed shall be controlling.

(e) "Majority of Co-owners" means fifty-one percent (51%) or more of owners holding basic values of the property as a whole in accordance with the percentages computed in the provisions of the master deed.

(f) "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(g) "Property" means and includes the land, the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto.

(h) All pronouns used herein include the male, female, and neuter genders and include the singular or plural numbers, as the appropriate case may be, notwithstanding that an inappropriate gender may be used in fact.

ARTICLE II STATUS OF HOUSES WITHIN THE ROYAL ESTATES CONDOMINIUM

A House in the Royal Estates Condominium may be individually conveyed and encumbered and may be the subject of ownership, possession or sale and of all types of legal acts as if it were sold and entirely independent of the other Houses in the Royal Estates Condominium of which it forms a part, and the corresponding individual titles and interests shall be recordable.

ARTICLE III JOINT TENANCIES-TENANCIES IN COMMON-TENANCIES BY THE ENTIRETY

Any House may be held and owned by more than one person as joint tenants, as tenants in common, as tenants by the entirety, or in any other real estate tenancy relationship recognized under the laws of State of Wisconsin.

ARTICLE IV OWNERSHIP OF AN HOUSE-COMMON ELEMENTS-PERCENTAGES

A House owner shall have the exclusive ownership of his House and shall have a common right to share, with the other co-owners, in the common elements of the property, equivalent to the percentages assigned by the master deed to the individual House, with relation to the whole property. Percentages as determined in the master deed shall have a permanent character, and shall not be altered without the acquiescence of co-owners representing all of the Houses of the Royal Estates Condominium. The basic values as so established shall not prevent each co-owner from fixing a different circumstantial value to his House in any type of act or contract.

ARTICLE V INDIVISIBILITY OF THE COMMON ELEMENTS

The common elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership.

ARTICLE VI
USE OF THE ELEMENTS HELD IN COMMON

Except to the extent herein provided, each co-owner may use the elements held in common in accordance with the purposes for which they are intended, in common with other owners, without hindering or encroaching upon the lawful rights of the other co-owners. Provision of parking as hereafter described, while on common property, shall be subject to the individual rights with respect thereto established in accordance with these By-Laws.

ARTICLE VII
COMMON ELEMENTS

“Common elements” shall mean all land and all portions of the property not located within any House or lot and also includes but not key of limitation, foundations, roofs, common walls, load bearing walls, perimeter walls, columns and girders to the interior surfaces thereof, pipes, ducts, flues, shoots, conduits, wires and other utility installations to the outlets, regardless of location, entrance and exit and communication ways, parking areas, patios, yards, gardens, roads, streets, installation for central services such as power, light, gas, refrigeration, reservoirs, water systems and treatment plants, sewer systems, carports, garbage incinerators and, in general, all devices or installations necessary or convenient to its existence, maintenance and safety, or normally in common use serving more than one House.

ARTICLE VIII
WAIVER OF THE OAK CREEK RESIDENCES

All of the co-owners or any sole owner of the Royal Estates Condominium may waive the covenants and re-group or merge the records of the individual Houses with the principal property; provided, that the individual Houses are unencumbered, or if encumbered, that the creditors in whose behalf the encumbrances are recorded agree to accept as security an undivided portion of the property owned by the debtors.

ARTICLE IX
CONTROL

The Royal Estates Condominium shall be under the exclusive control and management of the Board of Administration, except to the extent that decisions as provided in these By-Laws are reserved for determination by the Council of Co-owners.

ARTICLE X
NOTICE OF MEETINGS

The annual meeting of the Council of Co-owners shall be held on the TBD in the Month of TBD of each year. Notice of such meeting and of special meetings of the owners shall be given by mail to the owner's address last reflected in the telephone directory or at such address as such owner may have for a House in the Royal Estates Condominium records and shall be mailed not less than ten days nor more than fifteen days prior to the date of the meeting.

ARTICLE XI QUORUM

At such meeting of the Council of Co-owners, the president or vice-president shall preside at all meetings. The presence at any duly called meeting of owners having fifty-one percent (51%) or more of the basic value of the property as a whole and as established in the master deed represented by owners present shall constitute a quorum for the conduct of business. Unless otherwise expressly provided in the law, the master deed or these by-laws, any action may be taken at any meeting of the owners upon the affirmative vote of a majority of the voting power of the owners present, which shall be in accordance with their respective percentage of ownership of the total provided that a quorum is present as provided for herein.

ARTICLE XII REPORTS

At the annual meeting of the Council of Co-owners, the Board of Administration shall present an audit of common expenses (unless the Council of Co-owners shall have unanimously waived the necessity for a formal audit of the Royal Estates Condominium's financial affairs) itemizing the receipts and disbursements for the preceding calendar year, the allocation thereof to each owner, and the estimated common expenses for the coming calendar year. Within ten days after the annual meeting, such statement shall be delivered or mailed to owners not present, in person, at the annual meeting.

ARTICLE XIII SPECIAL MEETINGS

Special meetings of the Council of Co-owners may be called at any time for the purpose of considering matters, which by the terms of these by-laws or the master deed, require the approval of all or some of the owners, or for any other reasonable purpose. Such meeting shall be called by written notice, signed by a majority of the Board of Administration, by the President of the Board of Administration, or by owners having one-third or more of the total percentages of ownership of the Royal Estates Condominium, and mailed not less than ten days nor more than fifteen days prior to the date fixed for said meeting. Such notices shall specify the date, time and place of the meeting, and the matters to be considered there.

ARTICLE XIV ELECTION AND PROCEEDINGS OF THE BOARD OF ADMINISTRATION

(a) Election. At each annual meeting of the Council of Co-owners, the co-owners shall elect a Board of Administration for the coming year, consisting of three owners; provided, however, that the first Board of Administration shall consist of Oak Creek Residences, LLC who are authorized to act as the Board of Administration until Houses representing more than 50% of the common elements as provided in the Master Deed shall have been sold or conveyed by them to third parties and, in any event, shall serve until the regular first annual meeting held thereafter. Notwithstanding that the provision is here made for a Board of three owners, until there are three individual owners of units in this Royal Estates Condominium, the Board of Administration may consist of such smaller numbers as there are individual and separate owners of units in the Royal Estates Condominium. Every owner entitled to vote at any election of members for the Board of Administration may accumulate his vote and give one candidate the number of votes equal to the number of members of the Board of Administration to be elected, multiplied by the number of the votes to which such owner is otherwise entitled, and may distribute his votes in the same manner among as many candidates as he chooses. The candidates receiving the highest number of votes up to the number of members of the Board of Administration to be elected shall be deemed to be elected.

(b) Term. Members of the Board of Administration (other than the original members as herein designated) shall serve for a term of three years; provided that the terms of the first elected Board of Administration shall be staggered and by lot one shall be selected to serve for a one year term; one shall be selected to serve for a two year term; and the other shall be selected to serve for a three year term. Thereafter, the terms of the member elected, annually, to the Board of Administration shall be for a term of three years so that one member of the Board of Administration shall be elected each year. Members of the Board of Administration shall serve until their respective successors are elected, or until their death, resignation or removal; provided, that if any member ceases to be an owner, his membership on the Board of Administration shall thereupon automatically terminate.

(c) Resignation and Removal. Any member may resign at any time by giving written notice to the Board of Administration, and any member may be removed from membership on the Board of Administration by a vote of owners holding not less than two-thirds (2/3) at any time and without cause.

(d) Proceeding. Two members of the Board of Administration shall constitute a quorum, and if a quorum is present, the decision of those present shall be an act of the Board of Administration.

(e) Officers. The Board of Administration shall elect a President who shall preside over both its meetings and those of the owners and have such additional authority and responsibility as may be customary for the chief executive officers of a corporation except to the extent that the provisions of these bylaws may be in conflict; a Vice-President to serve in the absence of the President; and a Secretary who shall be responsible for keeping minutes of meetings of the co-owners and the Board of Administration and other records pertaining to the operations of the Royal Estates Condominium. The Board of Administration may select a separate Treasurer to be

responsible for the financial records of the Royal Estates Condominium, or the Treasurer may also hold another office.

(f) Rules of Order. At all proceedings of the Board of Administration and owners, the conduct thereof shall be in accordance with such regulations as the Board of Administration may adopt not in conflict with these by-laws. Pending any change thereof, Roberts Rules of Order shall govern any matter not otherwise covered to the contrary herein. The Board of Administration may validly act without holding a formal meeting by declaring their action, unanimously, in writing by a memorandum thereof in lieu of a formal meeting.

(g) Notice of Election. After the first election of the Board of Administration, the initial Board of Administration, or the President thereof, may execute, acknowledge and record an affidavit stating the names of the persons elected to membership on the Board of Administration. Thereafter, the President and Secretary of the then current Board of Administration may execute, acknowledge and record in the office of the Circuit Clerk and Ex-officio Recorder of Milwaukee County, an affidavit stating the names of all of the members of the then current Board of Administration. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board of Administration and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

ARTICLE XV AUTHORITY OF THE BOARD OF ADMINISTRATION

The Board of Administration, for the benefit of the Royal Estates Condominium and the owners, shall enforce the provisions hereof and shall acquire and shall pay out of the common expense fund hereinafter provided for, the following:

(a) Water, sewer, garbage collection, electrical, telephone, gas, and other necessary utility services for the common elements to the extent not separately metered or charged to the individual Houses;

(b) A policy or policies of fire insurance as hereafter described in these by-laws with extended coverage endorsement for the full insurable replacement value of the improvements in the Royal Estates Condominium payable in the manner herein provided for, and/or such other fire and casualty insurance as the Board of Administration shall determine would give substantially equal or greater protection to the owners and the mortgagees as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of mortgagees of each House, if any;

(c) A policy or policies as specifically hereafter described in these By-Laws insuring the Board of Administration and the owners against any liability to the public or to owners, their invitees, [patients] or tenants, arising as an incident to the ownership and/or use of the subject property, and including personal liability exposures of the owners. Limits of liability under such insurance shall be not less than [\$400,000] for any one

person injured and for any one accident and shall be not less than [\$100,000] for property damage on each occurrence with such limits and coverage to be reviewed at least annually by the Board of Administration and increased in its discretion. Such policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements wherein the rights of named insureds under the policy or policies shall not be prejudiced with respect of his, her or their actions against another named insured; provided, however, that the Board of Administration by virtue of this admonition does not and shall not be responsible for providing personal liability insurance for any owner with respect to the use of his individual House apart from the common elements;

(d) Any necessary workman's compensation insurance required under the laws of the State of Wisconsin;

(e) To the extent deemed advisable by the Board of Administration, the services of a person or firm to manage its affairs (herein called "the Manager") as well as such other personnel as the Board of Administration shall determine to be necessary or proper for the operation and maintenance of the common elements, whether such personnel are employed directly by the Board of Administration or are employed on behalf of the Royal Estates Condominium by the Manager;

(f) Legal and accounting services necessary or proper in the operation of the common elements or the enforcement of these By-Laws;

(g) A fidelity bond naming the Manager, and such other persons as may be designated by the Board of Administration as principals, and the owners as obligees, for the first year in an amount at least equal to twenty-five percent (25%) of the estimated cash requirements for the operation of the association as determined pursuant hereto and for each year thereafter in an amount at least equal to twenty-five percent (25%) of the total sum collected through the common expense fund during the preceding year;

(h) Painting, maintenance, repair and all landscaping of the common elements and such furnishings and equipment for the common elements as the Board of Administration shall determine are necessary and proper, and the Board of Administration shall have the exclusive right and the duty to require the same for the common elements; provided, however, that interior finishes of walls, ceilings and floors, plumbing and electrical fixtures and heating and air conditioning systems of each House shall be painted, maintained and repaired by the individual owners thereof at their sole cost and expense;

(i) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board of Administration is required to secure or pay for pursuant to the terms of these by-laws, the master deed or which in its option shall be necessary or proper for the operation of the common elements or for the enforcement of these by-laws; provided, that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular units, the cost thereof shall be specifically assessed to the owners of such units;

(j) Maintenance and repair of any House, if such maintenance or repair is reasonably necessary in the discretion of the Board of Administration to protect the common elements or preserve the appearance and value of the community and the owners of such House have failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of such maintenance or repair delivered by the Board of Administration to the Owner. The Board of Administration shall levy a special assessment against the House of such owner for the cost of such maintenance or repairs;

(k) The Board of Administration's power hereinabove enumerated shall be limited in that the Board of Administration shall have no authority to acquire and pay for out of the common expense fund, capital additions and improvements (other than for purposes of replacing portions of the common elements, subject to all of the provisions of these by-laws) having a cost in excess of \$5,000 except as expressly provided herein.

ARTICLE XVI POWERS OF BOARD OF ADMINISTRATION EXCLUSIVE

The Board of Administration shall have the exclusive right to contract on behalf of the Royal Estates Condominium for all goods, services and insurance, payment for which is to be made from the common expense fund, and the actions of the Board of Administration shall be through its properly designated and authorized officers.

ARTICLE XVII ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

There shall be no structural alterations, capital additions to, or capital improvements of, the common elements requiring an expenditure in excess of \$5,000 for any one such alteration, addition or improvement, (and with only one such alteration, addition or improvement per year) without the prior approval by a vote of owners holding not less than a majority of the basic value of the property.

ARTICLE XVIII ASSESSMENTS FOR COMMON EXPENSES

(a) Annual Budget Estimate. Within thirty (30) days prior to the beginning of each calendar year, the Board of Administration shall estimate the cost of providing the services for which it is obligated under these by-laws during the next ensuing year including a reasonable provision for contingencies and replacements and less any expected income and surplus from the prior year's fund. The estimated cash requirements for the next ensuing year as so determined shall be assessed to the owners in accordance with their percentages of the total basic value of the property as set forth in the master deed to be paid, as nearly as possible, in monthly installments throughout the year. If the estimated cash requirements should prove inadequate, for any reason, the Board of Administration may, at any time, levy a further assessment, which shall be assessed to the owners in like proportions, unless otherwise provided herein. Each owner shall be obligated to pay assessments made pursuant to this Article to the Board of Administration in equal monthly installments on or before the first day of each month

during each such year, or in such other reasonable manner as the Board of Administration may designate.

(b) Expenditure of Common Fund. The funds collected in the manner herein provided shall be expended for the purposes designated herein and for no other.

(c) Non-Waiver. The omission by the Board of Administration, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provision of these by-laws, or a release of the owner or owners from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessments fixed for the preceding year shall continue until a new assessment is fixed. Amendments to this Article shall be effective only upon unanimous written consent of the owners and their mortgagees. No owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any common element or by abandonment of his unit.

(d) The Board or Administration shall keep detailed, accurate record in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing maintenance and repair expenses of the common elements and any other expenses incurred. Records and vouchers authorizing the payment involved shall be available for examination by the owners at convenient hours during weekdays.

COMMON COUNCIL REPORT

Item: Waiver of Road and Highway Reservation - 9102, 9120, 9140 S. 27th St.

Recommendation: That the Council considers a motion to approve the Waiver of Road and Highway Reservation affecting the properties at 9102, 9120, and 9140 S. 27th St. (6th Aldermanic District).

Fiscal Impact: None.

Critical Success Factor(s):

- Active, Vibrant, and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: As part of the title research related to the Certified Survey Map combining the properties at 9102, 9120, and 9140 S. 27th St., it was discovered that Quit Claim Deeds from 1954 & 1955 included a 30-foot-wide reservation for a future road on the east side of the properties. However, none of the Quit Claim Deeds includes dedication of the 30-foot area for road purposes to any entity, nor is the Town of Oak Creek/City of Oak Creek signatory to the documents. No record exists in our files of the Town/City requesting, requiring, or accepting any reservation or dedication of a road affecting these properties. The reservation is not required for any future public infrastructure needs.

Wisconsin Statutes provide potential resolutions to road reservation and dedication questions. Since the Town of Oak Creek and the City of Oak Creek did not accept the reservation, the landowner's attorney has provided a waiver for City signature to clarify that there is no public interest, desire, or ownership in the reservation. Effectively, this removes the issue and does not obligate the City to provide any infrastructure in that area.

Options/Alternatives: The proposal is the clearest pathway to eliminate the issue.

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



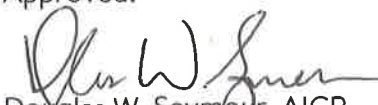
Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Prepared:



Kari Papelbon, CFM, AICP
Senior Planner

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Certified Survey Map (7 pages)

Waiver of Road Reservation (2 pages)

Exhibit A - Legal Description (1 page)

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

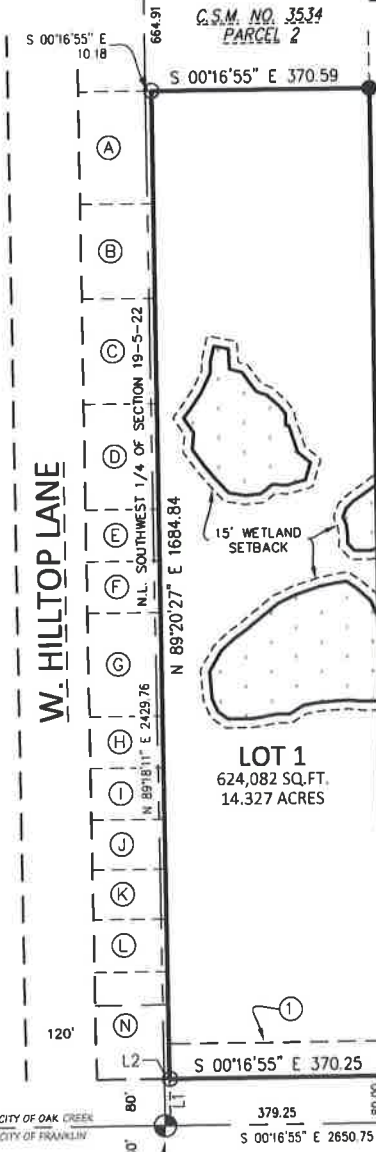
NORTHEAST CORNER
SOUTHWEST 1/4
SECTION 19-5-22
N. 327,486.65
E. 2,520,059.54



250' 0' 250'

SCALE 1" = 250'

RECORDING DATA



NOTES:

WETLAND DELINEATION CONDUCTED ON 07-22-2020 & 07-29-2020 BY MR. DAVE MEYER OF WETLAND & WATERWAY CONSULTING, LLC.

PURPOSED ZONING OF LOT:
RS-3 (SINGLE FAMILY RESIDENTIAL DISTRICT).

OWNER/LAND SPLITTER: RAJANI YEPURI
ADDRESS: 420 WOODLAND CHASE LANE
VERNON HILLS, IL 60061

BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983/2011. THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 19-5-22 IS ASSUMED TO BEAR N 89°18'11" E.

① 60' SETBACK LINE (SEE PAGE 2 FOR DETAILS)

LEGEND:

- FOUND IRON PIPE
- SET 3/4" O.D. REBAR - 1.50 LBS. / LIN. FT.
- ⊕ FOUND CONC. MON. W / BRASS CAP

ADJOINING PARCEL INFORMATION:

- | | |
|---|----------------------------|
| Ⓐ LOT 2 C.S.M. NO. 363 & UNPLATTED LAND | Ⓒ LOT 3 C.S.M. NO. 369 |
| Ⓑ LOT 1 C.S.M. NO. 363 | Ⓓ LOT 2 C.S.M. NO. 5898 |
| Ⓒ LOT 1 C.S.M. NO. 608 | Ⓔ LOT 1 C.S.M. NO. 5898 |
| Ⓓ LOT 2 C.S.M. NO. 608 | Ⓕ PARCEL 2 C.S.M. NO. 3490 |
| Ⓔ PARCEL 2 C.S.M. NO. 5510 | Ⓖ PARCEL 1 C.S.M. NO. 3490 |
| Ⓕ PARCEL 1 C.S.M. NO. 5510 | Ⓗ PARCEL 2 C.S.M. NO. 3391 |
| | Ⓙ PARCEL 1 C.S.M. NO. 3391 |

NORTHWEST CORNER
SOUTHWEST 1/4
SECTION 19-5-22
N. 327,457.10
E. 2,517,630.10

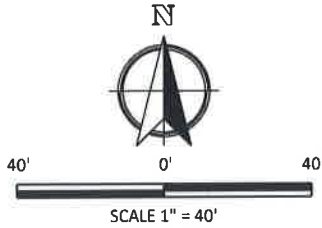
SOUTHWEST CORNER
SOUTHWEST 1/4
SECTION 19-5-22
N. 324,806.52
E. 2,517,643.14

Line Table		
LINE	DISTANCE	BEARING
L1	80.00	N89° 18' 11" E
L2	9.07	S00° 16' 55" E

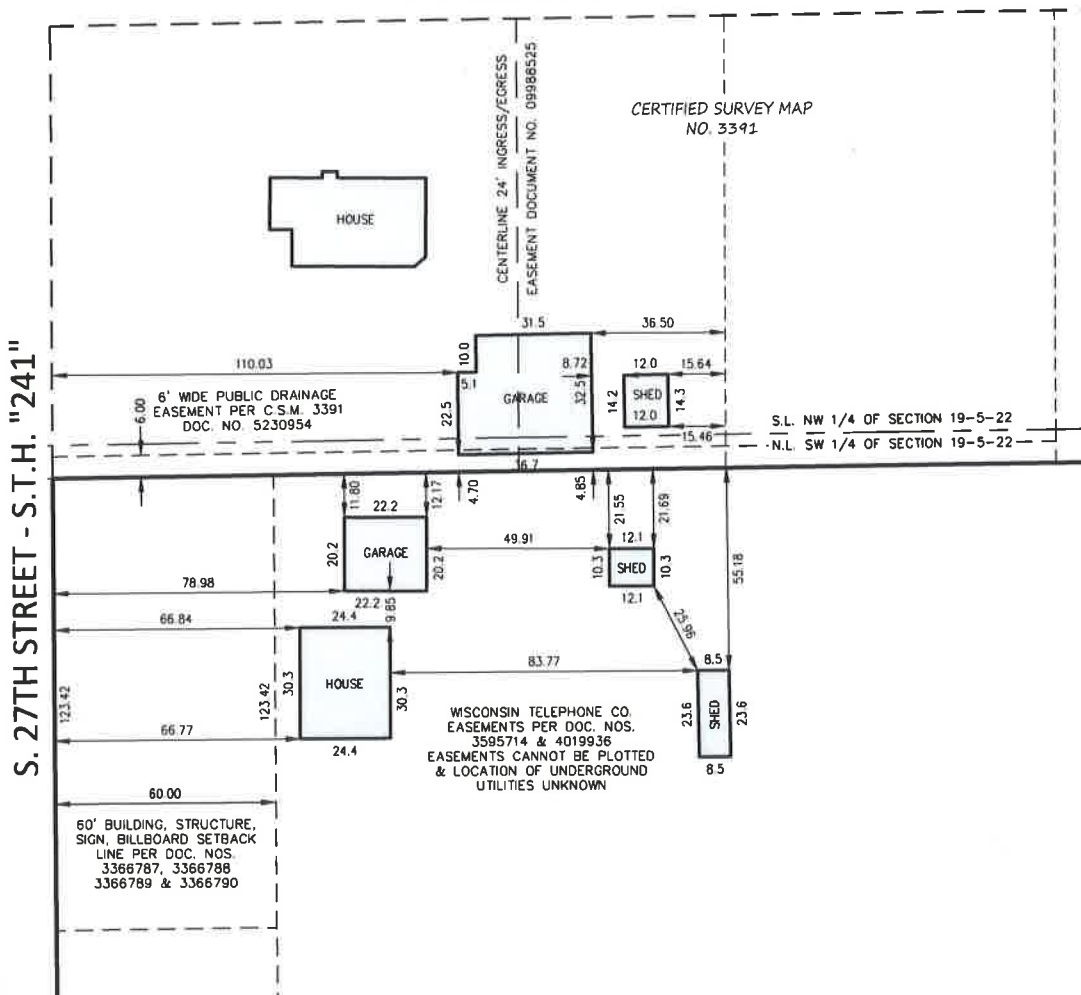
CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

EXISTING BUILDINGS, EASEMENTS, AND COVENANTS



W. HILLTOP LANE

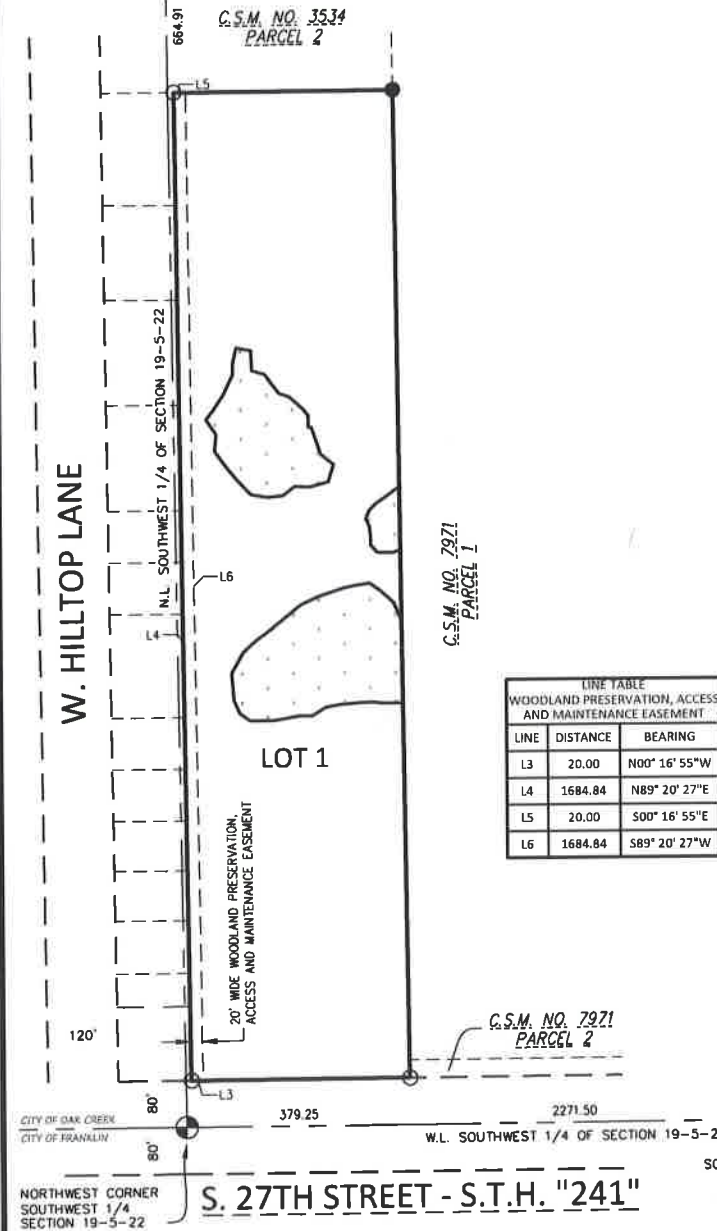


CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

PROPOSED 20' WIDE WOODLAND PRESERVATION, ACCESS, AND MAINTENANCE EASEMENT

NORTHEAST CORNER
SOUTHWEST 1/4
SECTION 19-5-22



LINE TABLE WOODLAND-PRESERVATION, ACCESS AND MAINTENANCE EASEMENT		
LINE	DISTANCE	BEARING
L3	20.00	N00° 16' 55"W
L4	1684.84	N89° 20' 27"E
L5	20.00	S00° 16' 55"E
L6	1684.84	S89° 20' 27"W

CITY OF OAK CREEK
CITY OF FRANKLIN

NORTHWEST CORNER
SOUTHWEST 1/4
SECTION 19-5-22

S. 27TH STREET - S.T.H. "241"

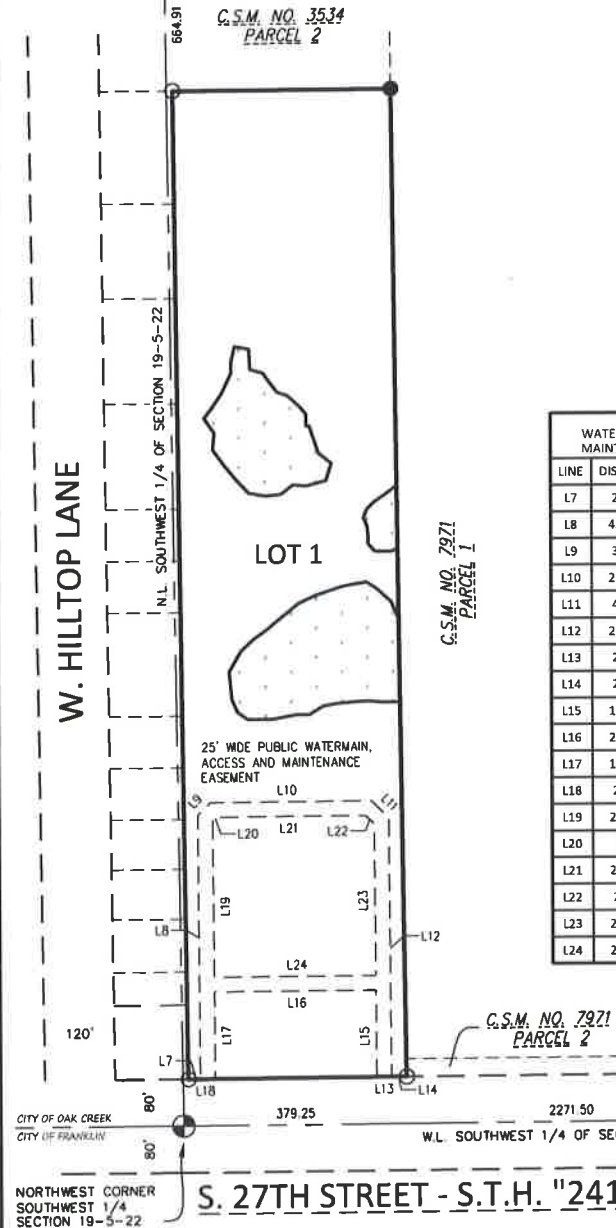
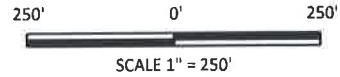
SOUTHWEST CORNER
SOUTHWEST 1/4
SECTION 19-5-22

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

PROPOSED 25' WIDE PUBLIC WATERMAIN, ACCESS, AND MAINTENANCE EASEMENT

NORTHEAST CORNER
SOUTHWEST 1/4
SECTION 19-5-22



LINE TABLE WATERMAIN, ACCESS AND MAINTENANCE EASEMENT		
LINE	DISTANCE	BEARING
L7	20.57	S00° 16' 55"E
L8	450.04	N89° 43' 05"E
L9	30.36	S45° 16' 55"E
L10	273.26	S00° 16' 55"E
L11	41.56	S44° 43' 05"W
L12	289.11	S89° 43' 05"W
L13	25.00	N00° 16' 55"W
L14	25.56	S00° 16' 55"E
L15	148.50	N89° 43' 05"E
L16	274.11	N00° 16' 55"W
L17	148.50	S89° 43' 05"W
L18	25.00	N00° 16' 55"W
L19	266.18	S89° 43' 05"W
L20	9.64	N45° 16' 55"W
L21	252.55	N00° 16' 55"W
L22	20.85	N44° 43' 05"E
L23	258.26	N89° 43' 05"E
L24	274.11	S00° 16' 55"E

CITY OF OAK CREEK
CITY OF FRANKLIN

NORTHWEST CORNER
SOUTHWEST 1/4
SECTION 19-5-22

SOUTHWEST CORNER
SOUTHWEST 1/4
SECTION 19-5-22

CERTIFIED SURVEY MAP NO. _____

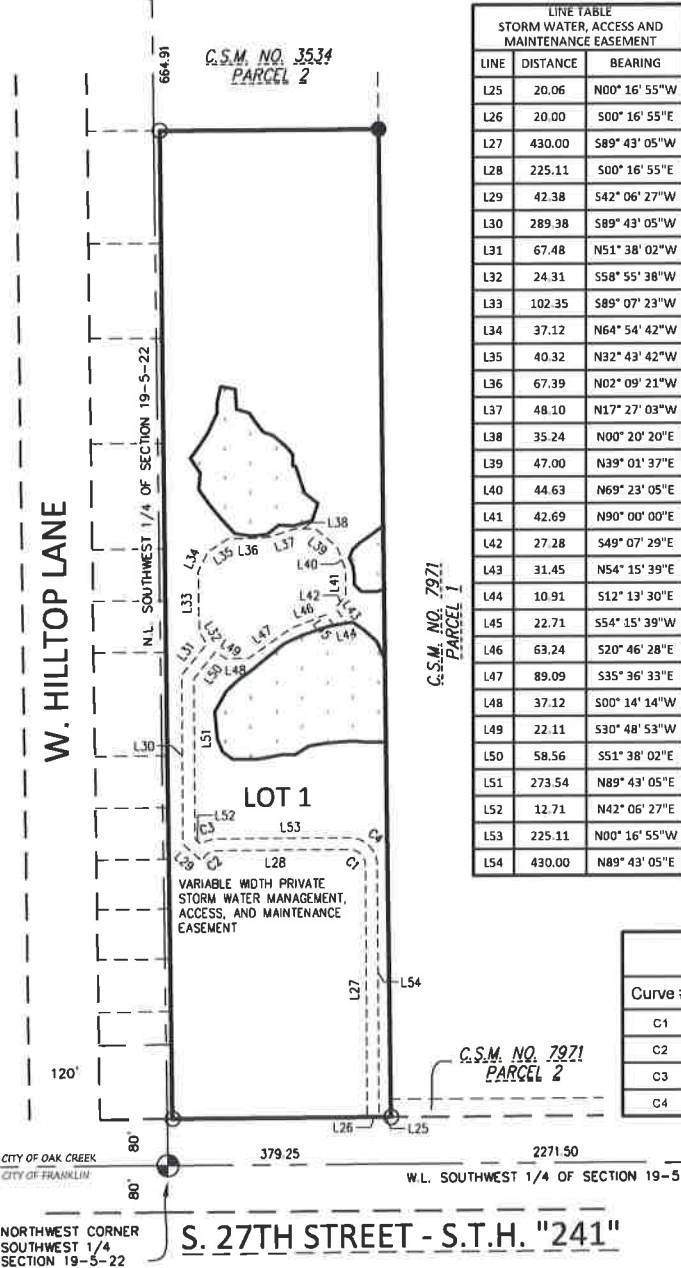
PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

PROPOSED VARIABLE WIDTH PRIVATE STORM WATER MANAGEMENT, ACCESS, AND MAINTENANCE EASEMENT

NORTHEAST CORNER
SOUTHWEST 1/4
SECTION 19-5-22



250' 0' 250'
SCALE 1" = 250'



LINE TABLE STORM WATER, ACCESS AND MAINTENANCE EASEMENT		
LINE	DISTANCE	BEARING
L25	20.06	N00° 16' 55"W
L26	20.00	S00° 16' 55"E
L27	430.00	S89° 43' 05"W
L28	225.11	S00° 16' 55"E
L29	42.38	S42° 06' 27"W
L30	289.38	S89° 43' 05"W
L31	67.48	N51° 38' 02"W
L32	24.31	S58° 55' 38"W
L33	102.35	S89° 07' 23"W
L34	37.12	N64° 54' 42"W
L35	40.32	N32° 43' 42"W
L36	67.39	N02° 09' 21"W
L37	48.10	N17° 27' 03"W
L38	35.24	N00° 20' 20"E
L39	47.00	N39° 01' 37"E
L40	44.63	N69° 23' 05"E
L41	42.69	N90° 00' 00"E
L42	27.28	S49° 07' 29"E
L43	31.45	N54° 15' 39"E
L44	10.91	S12° 13' 30"E
L45	22.71	S54° 15' 39"W
L46	63.24	S20° 46' 28"E
L47	89.09	S35° 36' 33"E
L48	37.12	S00° 14' 14"W
L49	22.11	S30° 48' 53"W
L50	58.56	S51° 38' 02"E
L51	273.54	N89° 43' 05"E
L52	12.71	N42° 06' 27"E
L53	225.11	N00° 16' 55"W
L54	430.00	N89° 43' 05"E

CURVE TABLE STORM WATER, ACCESS AND MAINTENANCE EASEMENT				
Curve #	Radius	Arc	Chord Direction	Chord Length
C1	27.00	42.41	S44° 43' 05"W	38.18
C2	27.00	32.68	S34° 57' 41"E	30.73
C3	47.00	28.98	N17° 58' 51"W	28.53
C4	47.00	73.83	N44° 43' 05"E	68.47

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Mark R. Madsen, hereby certify:

That I have prepared this Certified Survey Map at the direction of Rajani Yepuri, Owner; That such Map is a correct representation of the exterior boundaries of the land surveyed and are described as:

Part of the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 19, Township 5 North, Range 22 East of the Fourth Principal Meridian; more particularly bounded and described as follows: Commencing at the Northwest corner of the Southwest 1/4 of said Section 19; thence N89°18'11"E, 80.00 feet along the North line of the Southwest 1/4 of said Section 19 to a point on the East right-of-way line of South 27th Street - State Trunk Highway "241" (S.T.H. "241"), thence S00°16'55"E, 9.07 feet parallel with the West line of the Southwest 1/4 of said Section 19 and along the East right-of-way line of said South 27th Street - S.T.H. "241" to the point of beginning of this description; thence N89°20'27"E, 1684.84 feet; thence S00°16'55"E, 370.59 feet parallel with the West line of the Southwest 1/4 of said Section 19; thence S89°21'09"W, 1684.84 feet to a point on the East right-of-way line of said South 27th Street - S.T.H. "241"; thence N00°16'55"W, 370.25 feet parallel with the West line of the Southwest 1/4 of said Section 19 and along the East right-of-way line of said South 27th Street - S.T.H. "241" to the point of beginning of this description. Said land being in the City of Oak Creek, County of Milwaukee, State of Wisconsin. Containing 624,082 square feet or 14.327 acres.

That I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and Chapter 14 of the City of Oak Creek, Municipal Codes, Land Division and Platting Ordinance, in surveying, dividing, and mapping the same.

July 12, 2023

Mark R. Madsen, P.E., P.L.S. (S-2271)
Nielsen Madsen & Barber, S.C.
1458 Horizon Blvd., Suite 200
Racine, WI 53406
(262) 634-5588

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 5 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

OWNERS' CERTIFICATE

Rajani Yepuri, as Owner, hereby certifies that he has caused the lands described on this map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. He also does further certify that this Certified Survey Map is required to be submitted to the the following for approval or objection: City of Oak Creek.

Rajani Yepuri

Date

STATE OF _____ }
COUNTY OF _____ } S.S.

Personally came before me this _____ day of _____, 2023, Rajani Yepuri, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing.

Notary Public

Commission Expiration

SEAL

CITY OF OAK CREEK PLAN COMMISSION APPROVAL

APPROVED as a Certified Survey Map by the Plan Commission of the City of Oak Creek, on _____, 2023

Daniel Bukiewicz, Chair

Date

Attested By:

Date

CITY'S RESOLUTION

RESOLVED that this Certified Survey Map located in the City of Oak Creek, is hereby approved by the Common Council of the City of Oak Creek, on _____, 2023, by Resolution No. _____.

Daniel Bukiewicz, Mayor

Date

Catherine A. Roeske, City Clerk

Date

**WAIVER OF ROAD AND HIGHWAY
RESERVATION**

Document Number

Document Title

WHEREAS, in conjunction with land conveyance under deeds recorded with the Milwaukee County Register of Deeds (deed dated November 23, 1954, and recorded on February 7, 1955, as Doc. No. 3366787 in Vol. 3395, Pg. 307 and deed dated November 23, 1954, and recorded on February 7, 1955, as Doc. No. 3366789 in Vol. 3395, Pg. 311), the property owner reserved and excepted lands for road and highway purposes (the "Road and Highway Reservation");

WHEREAS, pursuant to Wis. Stat. § 66.1024, any reservation or exception for road or highway purposes shall not be effective until it is accepted by a resolution of the governing body having jurisdiction over such street, highway, alley, or projected extension thereof;

WHEREAS, the City of Oak Creek, Milwaukee County, Wisconsin, is the governing body having jurisdiction over the Road and Highway Reservation;

WHEREAS, the City of Oak Creek has not accepted the Road and Highway Reservation by resolution and intends to waive its rights to the Road and Highway Reservation;

WHEREAS, the Road and Highway Reservation was a restriction for public benefit, pursuant to Wis. Stat. § 236.293, and therefore may be released or waived in writing by the City of Oak Creek;

WHEREAS, circumstances have changed substantially from the time that the Road and Highway Reservation was made, to date;

WHEREAS, the City of Oak Creek hereby intends to release the City's interest in the Road and Highway Reservation; and

WHEREAS, the City of Oak Creek makes no representations as to rights held by others.

NOW, THEREFORE, the City of Oak Creek, Milwaukee County, Wisconsin, hereby releases its interest in the Road and Highway Reservation

Recording Area

Name and Return Address

Terry & Nudo, LLC
c/o Atty. Anthony Nudo
600 52nd Street, Suite 320
Kenosha, WI 53142

See attached Exhibit A

Parcel Identification Number (PIN)

Acknowledgment follows.

Dated this ____ day of July, 2023.

CITY OF OAK CREEK

By: _____
Daniel Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me on this ____ day of July, 2023, the above-named Daniel Bukiewicz, Mayor, and Catherine A. Roeske, City Clerk, executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My Commission Expires: _____

DRAFTED BY:


 TERRY & NUDO, LLC
Anthony Nudo, Attorney at Law
SBN: 1055242
600 52nd Street, Suite 320
Kenosha, WI 53140
Telephone: (262) 842-2338
Facsimile: (262) 584-9949
Email: Anthony@LawMidwest.com

EXHIBIT A

PARCEL A:

All except the East 1412.33 feet of that part of the Southwest 1/4 of Section 19, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at a point in the West line of the Southwest 1/4 of Section 19, Township 5 North, Range 22 East, said point being 9.02 feet South from the Northwest corner thereof; running thence East on a line, 1764.85 feet to a point, said point being 10.18 feet South from the North line of said 1/4 section; thence South on a line parallel to the West line of said 1/4 section, 123.53 feet to a point; thence West on a line, 1764.85 feet to a point in the West line of the said 1/4 section; thence North along the West line, 123.41 feet to a point of beginning.

EXCEPTING THEREFROM the East 30 feet which is reserved for road and the West 80 feet which is reserved for highway.
AND

The East 1412.33 feet of that part of the Southwest 1/4 of Section 19, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at a point in the West line of the Southwest 1/4 of Section 19, Township 5 North, Range 22 East, said point being 9.02 feet South from the Northwest corner thereof; running thence East on a line, 1764.85 feet to a point, said point being 10.18 feet South from the North line of said 1/4 section; thence South on a line parallel to the West line of said 1/4 section, 123.53 feet to a point; thence West on a line, 1764.85 feet to a point in the West line of the said 1/4 section; thence North along the West line, 123.41 feet to a point of beginning.

EXCEPTING THEREFROM the East 30 feet which is reserved for road and the West 80 feet which is reserved for highway.

PARCEL B:

That part of the Southwest 1/4 of Section 19, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the West line of the Southwest 1/4 of Section 19, Township 5 North, Range 22 East; said point being 132.43 feet South from the Northwest corner thereof; thence running East on a line, 1764.85 feet to a point; said point being 133.71 feet South from the North line of said 1/4 section; thence South on a line parallel to the West line of said 1/4 section, 123.53 feet to a point; thence West on a line, 1764.85 feet to a point in the West line of said 1/4 section; thence North along the West line of said 1/4 section, 123.41 feet to the point of beginning.

EXCEPTING THEREFROM the East 30 feet which is reserved for road AND EXCEPTING the West 80 feet which is reserved for highway.

PARCEL C:

That part of the Southwest 1/4 of Section 19, Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at a point in the West line of the Southwest 1/4 of Section 19, Township 5 North, Range 22 East, said point being 255.84 feet South from the Northwest corner thereof; thence running East on a line, 1764.85 feet to a point; said point being 257.24 feet South from the North line of said 1/4 section; thence South on a line and parallel to the West line of said 1/4 section, 123.53 feet to a point; thence West on a line, 1764.85 feet to a point in the West line of said 1/4 section; thence North along the West line of said 1/4 section, 123.41 feet to the point of beginning.

EXCEPTING THEREFROM the East 30 feet which is reserved for road and excepting the West 80 feet which is reserved for highway.

For informational purposes only:

Property Address: 9102 South 27th Street (Parcel A), 9120 South 27th Street (Parcel B), 9140 South 27th Street (Parcel C), Oak Creek, WI 53154

Tax Key Number: 878-9999-000 (Parcel A), 878-9998-000 (Parcel B) and 878-9999-000 (Parcel C)



COMMON COUNCIL REPORT

Item: Certified Survey Map - 9709 S. Howell Ave and 9676 S. Fox Run

Recommendation: That the Council adopts Resolution No. 12422-071823, a resolution approving a Certified Survey Map submitted by Matias Chapa and Nicole Rolefson & Bernie and Carol Wiede for the properties at 9709 S. Howell Ave and 9676 S. Fox Run (5th Aldermanic District).

Fiscal Impact: The proposal is to adjust lot lines between two built out residential properties which will yield no fiscal impact. This property is not part of a TID.

- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe, and Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicants are requesting approval of a Certified Survey Map (CSM) dividing and reconfiguring the properties at 9709 S. Howell Ave. and 9676 S. Fox Run. Approximately 0.41 acres is proposed to be divided from the western portion of 9709 S. Howell Ave. and combined with the existing property at 9676 S. Fox Run. Both properties will maintain conformance with bulk and dimensional requirements for each zoning district following the reconfiguration. However, Common Council will note that the Fox Run property is located in the Rs-2, Single-Family Residential zoning district while the Howell Ave. property is located in the Rs-3, Single-Family Residential zoning district. To ensure consistent application of zoning district standards, and to correct a “split-zoned” scenario, a rezoning request directly related to this CSM is upcoming for review.

Existing easements are missing from the map and must be included prior to recording. Minor corrections, including the correct spelling of all parties’ names and the correct Plan Commission Secretary on Sheet 4, will be required prior to recording should the proposed CSM be recommended for approval.

The Plan Commission reviewed this request at their July 11, 2023 meeting and recommended approval subject to the following conditions:

1. That all 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 the Certified Survey Map with conditions, modify the conditions, or deny the request.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Sylvia Brueckert
Zoning Administrator/Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Resolution No. 12422-071823

Location Map

Proposed CSM (4 pages)

RESOLUTION NO. 12422-071823

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR MATIAS CHAPA AND NICOLE
ROLEFSON & BERNIE AND CAROL WIEDE

9709 S. Howell and 9676 S. Fox Run
(5th Aldermanic District)

WHEREAS, MATIAS CHAPA AND NICOLE ROLEFSON & BERNIE AND CAROL WIEDE,
hereinafter referred to as the subdividers, have submitted a certified survey map in compliance with all
statutory requirements; and

WHEREAS, the subdividers have complied with all 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 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.

NOW, THEREFORE, BE IT RESOLVED that the certified survey map for 9709 S. Howell and
9676 S. Fox Run is hereby approved subject to the following conditions:

1. That all 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.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th
day of July, 2023.

Passed and adopted this 18th day of July, 2023.

President, Common Council

Approved this 18th day of July, 2023.

Mayor

ATTEST:

City Clerk

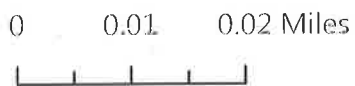
VOTE: Ayes _____ Noes _____

Location Map

9709 S. Howell Ave and 9676 S. Fox Run



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
 - 9709 S. Howell Ave. and 9676 S. Fox Run

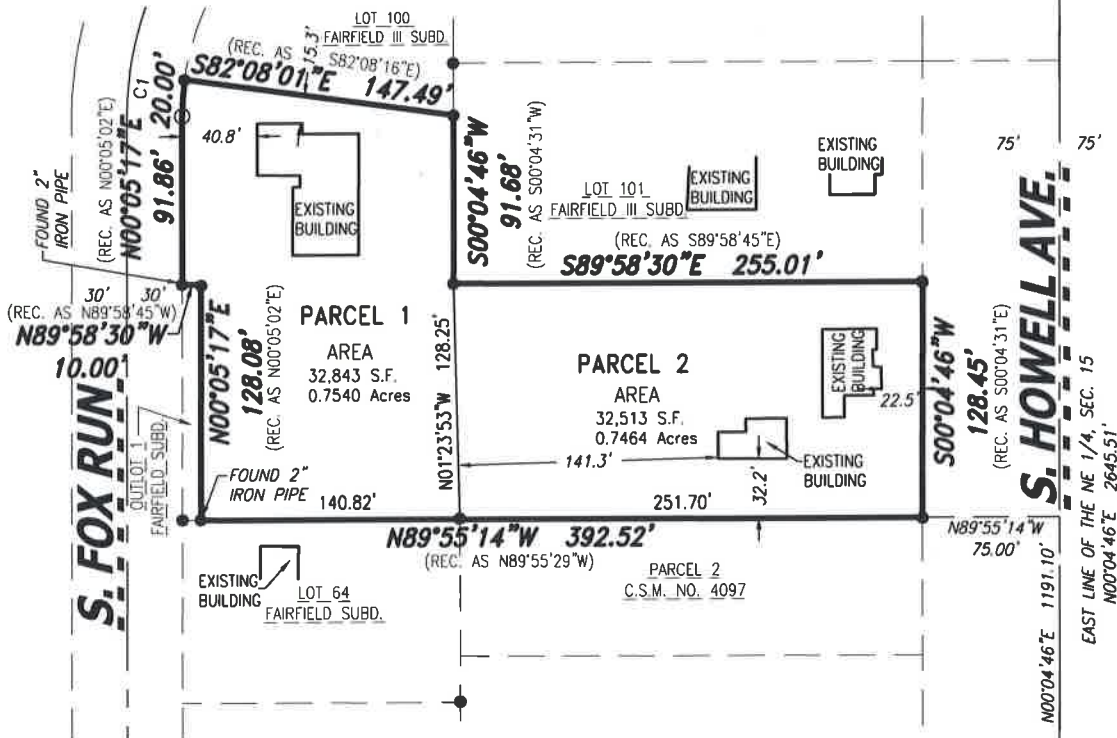
CERTIFIED SURVEY MAP NO. _____

All of Lot 99 of Fairfield III Subdivision and Parcel 1 of Certified Survey Map No. 4733, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

Owner : Matias & Nicole Chapa
9709 S. Howell Ave.
Oak Creek, WI 53154

Owner : Bernard G. & Carol J. Wrede
9676 S. Fox Run
Oak Creek, WI 53154

CONC. MON. WITH
BRASS CAP
NE COR. OF NE 1/4
SEC. 29, T5N, R22E.

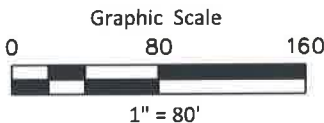


CURVE INFORMATION

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	147.32'	20.00'	N03°58'42"E (REC. AS N03°58'23"E)	19.98'	7°46'41"

CONC. MON. WITH
BRASS CAP
SE COR. OF NE 1/4
SEC. 29, T5N, R22E.

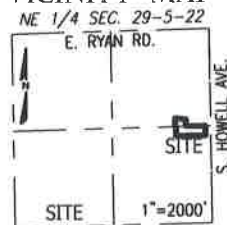
All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) dated Jan., 2019 in which the East line of the NE 1/4, Sec. 29 bears N00°04'46"E.



LEGEND

- Indicates set 1" iron pipe, 18" in length, 1.13 lbs. per lineal foot.
- Indicates found 1" iron pipe

VICINITY MAP



CHAPUT

LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Drawing No. 4370-dmb
Sheet 1 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

All of Lot 99 of Fairfield III Subdivision and Parcel 1 of Certified Survey Map No. 4733, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 29, 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, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of all of Lot 99 of Fairfield III Subdivision and Parcel 1 of Certified Survey Map No. 4733, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 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 1/4 Section; thence North 00°04'46" East along the East line of said 1/4 Section 1191.10 feet to a point; thence North 89°55'14" West 75.00 feet to the West line of South Howell Avenue and the point of beginning of lands hereinafter described; thence continuing North 89°55'14" West 392.52 feet to a point; thence North 00°05'17" East along the East line of Outlot 1, Fairfield III Subdivision 128.08 feet to a point; thence North 89°58'30" West along the North line of said Outlot 10.00 feet to a point on the East line of South Fox Run; thence North 00°05'17" East along said East line 91.86 feet to a point of curvature; thence Northeasterly 20.00 feet along the arc of a curve and said East line, whose radius is 147.32 feet, whose center lies to the East and whose chord bears North 03°58'42" East 19.98 feet to a point; thence South 82°08'01" East along the South line of Lot 100, Fairfield III Subdivision, 147.49 feet to a point on the West line of Lot 101, Fairfield III Subdivision; thence South 00°04'46" West along said West line 91.68 feet to a point; thence South 89°58'30" East along the South line of said Lot, 255.01 feet to a point on the West line of South Howell Avenue; thence South 00°04'46" West along said West line 128.45 feet to the point of beginning.

Said lands contain 65,356 square feet, or 1.5004 acres.

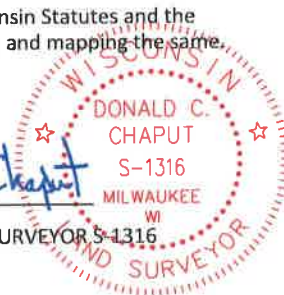
THAT I have made the survey, land division and map by the direction of Matias and Nicole Chapa & Bernard G. and Carol J. Wrede, owners.

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 the provisions of Chapter 236 of the Wisconsin Statutes and the Land Division and Ordinances of the City of Oak Creek in surveying, dividing and mapping the same.

May 31, 2023
DATE


DONALD C. CHAPUT
PROFESSIONAL LAND SURVEYOR S-1316



CERTIFIED SURVEY MAP NO. _____

All of Lot 99 of Fairfield III Subdivision and Parcel 1 of Certified Survey Map No. 4733, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

OWNER'S CERTIFICATE

Matias and Nicole Chapa, as owner, I hereby certify that I caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 14 of the Oak Creek Municipal Code.

WITNESS, the hand Seal of Matias Chapa, this ____ day of _____, 2023.

Matias Chapa

Nicole Chapa

STATE OF WISCONSIN)
): SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of, _____ 2023, the above named Matias and Nicole Chapa, trustee to me known as the person who executed the foregoing instrument and acknowledged the same.

(Notary Seal)

Notary Public State of Wisconsin
My commission expires,
My commission is permanent.

OWNER'S CERTIFICATE

Bernard G. and Carol J. Wrede, as owner, I hereby certify that I caused the land described on this map to be surveyed, divided and mapped as represented on this map in accordance with the requirements of Chapter 14 of the Oak Creek Municipal Code.

WITNESS, the hand Seal of Bernard Wrede, this ____ day of _____, 2023.

Bernard G. Wrede

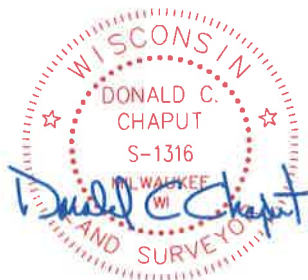
Carol J. Wrede

STATE OF WISCONSIN)
): SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of, _____ 2023, the above named Bernard G. and Carol J. Wrede, trustee to me known as the person who executed the foregoing instrument and acknowledged the same.

(Notary Seal)

Notary Public State of Wisconsin
My commission expires,
My commission is permanent.



CERTIFIED SURVEY MAP NO. _____

All of Lot 99 of Fairfield III Subdivision and Parcel 1 of Certified Survey Map No. 4733, being a part of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin.

PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of Oak Creek on this ___ day of _____, 2023

Date

Daniel Bukiewicz, Chairman

Date

Douglas W. Seymour, Secretary

COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED and accepted by the Common Council of the City of Oak Creek, per Plan Commission recommendation on this ___ day of _____, 2023, by Resolution No. _____.

Date

Daniel Bukiewicz, Mayor

Date

Catherine A Roeske, City Clerk



This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: May 31, 2023
Drawing No. 4370-dmb
Sheet 4 of 4 Sheets



COMMON COUNCIL REPORT

Item: Heyday Oak Creek Development Agreement

Recommendation: That the Common Council adopts Resolution No. 12419-071823 approving the Heyday Oak Creek Development Agreement with CR OAK CREEK LAND, LLC for the design and construction of public improvements for the development located at 2231 W. Puetz Road. (Tax Key No. 857-9014) (Project Nos. 23050 and 23051) (6th District).

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

- Critical Success Factor(s):**
- Active, Vibrant, and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe, and Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: CR OAK CREEK LAND, LLC has proposed developing lands at 2231 W. Puetz Road. This Development Agreement establishes the developer's responsibilities and obligations for the installation of the public infrastructure and storm water management required for a functional site development. The public infrastructure includes water main, sanitary sewer, and extension of S. Apple Creek Drive (south of W. Puetz Road). The extension of S. Apple Creek Drive will include storm sewer, curb & gutter, sidewalk, and asphalt pavement. The agreement outlines that the design and construction of these facilities will be in accordance with all City and other applicable local and state codes, and that they will be inspected by the City during construction and funded by the developer.

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

Prepared and Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:

Maxwell Gagrin, MPA
Assistant City Administrator / Comptroller

Approved:

Matthew J. Sullivan, PE
City Engineer

RESOLUTION NO. 12419-078923

BY: _____

**RESOLUTION APPROVING THE
HEYDAY OAK CREEK DEVELOPMENT AGREEMENT**

TAX KEY NO. 857-9014

(6th ALDERMANIC DISTRICT)

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of July, 2032.

Passed and adopted this 18th day of July, 2023.

Kenneth Gehl, Common Council President

Approved this 18th day of July, 2023.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

12419-071823

Document Number

HEYDAY OAK CREEK
INFRASTRUCTURE
DEVELOPMENT AGREEMENT
Document Title

Recording Area

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

857-9014

Parcel Identification Number (Pin)

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between CR OAK CREEK LAND, LLC hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City", each a "Party" and both the "Parties";

WITNESSETH:

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

Lot 1 of Certified Survey Map No. 9496 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on June 30, 2023, as Document No. 11348549 and being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 19, Township 5 North, Range 22 East in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

Said lot contains 2,059,733 square feet or 47.285 acres, hereinafter called the "Property"; and

WHEREAS, the Developer has submitted a development plan titled "HEYDAY OAK CREEK", Tax Key No. 857-9014, encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City Municipal Code for the purpose of creating a Planned Unit Development consisting of 22 single-family attached buildings, equating to 130 single-family attached units, and one leasing center, hereinafter called the "Development; and

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

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

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

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

WHEREAS, the City believes that the orderly, planned development of the Property will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development providing that the Developer agrees to undertake and assume certain obligations and conditions as hereinafter described.

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

1. Final Engineering Plans. Any reference herein to "Final Engineering Plans" shall mean those certain engineering plans prepared by The Sigma Group with the latest revision date, to be approved and signed by the City Engineer.
2. Existing Improvements. The Development is served and will benefit by the existing sanitary sewer and water main as installed within S. Apple Creek Drive and existing water main as installed within S. 20th Street.
3. Project Construction Sequence. The proposed Development will be constructed in its entirety as shown in Exhibit C. Before construction of improvements commences,

including building construction, the Developer must receive the City Engineer's written approval to proceed, which approval shall not be unreasonably withheld, delayed, or conditioned for all public infrastructure, grading and drainage, erosion control, MMSD and WDNR approval for the Development. Sequencing related to the construction of certain improvements are specified below.

- A. All Site utility work will be continuous and not phased.
- B. Notwithstanding any provision to the contrary, following Developer's execution and City Common Council approval of this Agreement and the City Engineer's written approval of the applicable plans, MMSD stormwater approval and issuance of WDNR WRAPP permits, grading and erosion control may proceed.
- C. Building permits may be issued once public infrastructure has been installed (excluding sidewalk, driveways to units in buildings, and surface/top layer of asphalt pavement) and detention ponds are installed and stabilized for the entire site.
- D. Entire site shall be stabilized prior to issuance of a building permit.
- E. The water main and fire hydrant system deemed necessary and approved by the City Engineer and Fire Chief, shall be constructed, and approved prior to the storage of any combustible materials on site and/or the building construction proceeding above grade; provided, however, that the installation of building foundations and sanitary sewer and water laterals to buildings may commence upon installation of proposed detention ponds that affect and serve drainage for the Development. Notwithstanding the foregoing, with respect to the leasing center depicted on Exhibit C, only the water main and fire hydrant system applicable to such buildings shall be required to be constructed and approved prior to the storage of any combustible materials on site with respect to such buildings and/or building construction above grade proceeding with respect to such buildings.
- F. Temporary access for emergency equipment, including asphalt binder course, shall be installed by the developer and approved by the Fire Chief prior to storage of any combustible materials on site and/or the building construction proceeding above grade for the site.
- G. Sanitary sewer and storm sewer mains deemed necessary and approved by the City Engineer shall be designed and constructed as provided by this Agreement and Exhibit A, and certified complete and approved by the City Engineer prior to building construction proceeding above grade; provided, however, that the installation of building foundations and sanitary sewer and water laterals to buildings may commence upon installation of proposed detention ponds that affect and serve drainage for the Development. Notwithstanding the foregoing,

with respect to the leasing center depicted on Exhibit C, only the water main and fire hydrant system applicable to such buildings shall be required to be constructed and approved prior to the storage of any combustible materials on site with respect to such buildings and/or building construction above grade proceeding with respect to such buildings.

- H. All site storm sewer, water main, sanitary sewer, curb and gutter, and binder course of asphalt for the entire Development, and sidewalk necessary to provide access to a building for which any occupancy permit is sought, as shown on Exhibit C, shall be constructed prior to issuance of individual occupancy permits for any buildings within the Development.
 - I. Any building construction that occurs above ground without a building permit, and without satisfying the conditions set forth in this Agreement, is subject to a \$5,000 per day forfeiture per building.
 - J. No construction traffic may access the Development from S. 20th Street. All construction traffic must access the Development from W. Puetz Road.
4. Deferred Special Assessments – There is an outstanding special assessment payment of \$169,730.39 required for this Agreement (\$102,418.96 for sanitary sewer and \$67,311.43 for water main). Developer shall also sign the Waiver of Special Assessment Notice and Hearing attached at Exhibit B.
5. Bike Path and Impact Fees - A bike path acquisition fee of \$50.00 per parcel or dwelling unit, as applicable, is required of all residential developments. The impact fees established for the City under Ordinance 2562 shall also apply to this Development. The Developer agrees to pay the \$50.00 bike path fee and the appropriate impact fees, per dwelling unit, created by this Development, at the time a building permit is issued.
6. Conditions and Time Period to Install Improvements - The Developer, entirely at its expense, shall, upon receipt of the notice to proceed from the City, complete the public improvements in accordance with the requirements set forth in Exhibit A and as set forth in the Final Engineering Plans.
- A. Public improvements, hereinafter called the “Improvements”, shall include the following;
 - 1) All work required for water main, sanitary sewer, storm sewer, concrete sidewalk, curb and gutter, stone base, asphalt pavement, and street lighting within the public right of way for S. Apple Creek Drive and the cul-de-sac at the terminus of S. 20th Street.
 - 2) All work required for the water main and sanitary sewer main line within the Development.

- 3) All work required to complete the roadway connection to W. Puetz Road.
 - B. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate all public improvements along S. Apple Creek Drive and S. 20th Street, as applicable.
 - C. In the event the Developer does not complete the installation of the Improvements in accordance with the Final Engineering Plans or the terms of Exhibit A, the City shall, upon written notice to the Developer and the expiration of a reasonable cure period (3 months from certified receipt of notice, to be reasonably extended due to force majeure or other factors beyond Developer's control), have the authority to complete same and take title to said Improvements. Upon the City's completion thereof, without notice of hearing, the City may impose a special assessment for the reasonable actual cost of said completion upon the Property, payable with the next succeeding tax roll.
 - D. In accordance with Sections 3.200 through 3.222 of the City Municipal Code and under Sections 66.0701 through 66.0733 of the Wisconsin Statutes and other applicable statutory provisions, the City may exercise its power to levy special assessments for the public improvements that have not been installed by the Developer in accordance with the requirements set forth in this Agreement.
7. Items Required Prior to installation of Erosion Control - Prior to the commencement of construction consistent with the required erosion control plan, the City Engineer shall confirm, and Developer shall provide proof of:
 - A. Approval of all plans required in Paragraph IV of Exhibit A.
 - B. Issuance of erosion control permit.
 8. Items Required Prior to start of Site Work - Prior to the commencement of site work, including but not limited to clearing and grubbing, grading, and construction of the approved storm water management facilities, the City Engineer shall confirm and, where applicable, Developer shall provide proof of:
 - A. Approval of all plans required in Paragraph II and III in Exhibit A.
 - B. Developer has issued a notice to proceed to its contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
 - D. All pertinent approvals have been attained from the Milwaukee Metropolitan Sewerage District for the storm water management plan.

- E. Developer has attained and provided to the City Engineer the approved Notice of Intent from the Wisconsin Department of Natural Resources.
 - F. Developer has received City approval of the Storm Water Management Plan and Maintenance Agreement.
9. Items Required Prior to start of Public Infrastructure Construction - Prior to the commencement of construction of public infrastructure construction, the City Engineer shall ensure:
- A. Approval of all plans required in Exhibit A.
 - B. Developer has issued a notice to proceed to its contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
 - D. All pertinent approvals have been obtained from the Milwaukee Metropolitan Sewerage District and the State of Wisconsin Department of Natural Resources. The review and approval of sanitary sewer and water main plans by the City (and its Utility), MMSD and WDNR occur independently. Approvals are based in part on each system's ability to handle the proposed additional sanitary sewer waste flows.
 - E. Developer has arranged for the City to inspect the proposed construction of the public infrastructure.
 - F. Developer has received City approval of the Storm Water Management Plan and Maintenance Agreement.
10. Reimbursement of Costs - The Developer shall, within thirty (30) days of receipt of an itemized invoice, reimburse the City for all reasonable and outstanding fees, expenses, costs, and disbursements which were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the Improvements. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials for public improvements.
11. Workmanship Guarantee - Developer shall guarantee the public improvements described in Exhibit A against defects due to faulty materials or workmanship for a period of one year from the date of dedication of the public improvements. Pursuant to Paragraph 13.A., the Developer shall establish a security deposit, in the amount of 10% of total construction costs of the public improvements, to cover the guarantee period for each of the public improvements. The maintenance obligations regarding the private internal street are the Developer's in perpetuity. Until that time, responsibility for the adjacent public streets will be assigned as follows:

- A. Pavement maintenance caused by the construction activities, including any repairs and street sweeping, shall be the Developer's responsibility. Snow plowing along W. Puetz Road shall be the City's responsibility. For the avoidance of doubt, the City and Developer agree that the public right of way for S. Apple Creek Drive within the Development shall be closed to the public until the delivery of the first unit within the Development.
 - B. If street repairs and/or street sweeping are not satisfactorily performed by the Developer; the City shall, after notice to Developer and reasonable time to cure, perform such work with its own forces or hired contractors and charge the Developer accordingly for actual manpower, equipment and materials, plus 10% administration and overhead. Developer's responsibility with respect to the streets shall terminate upon approval of the building occupancy and the City Common Council acceptance of the improvements and release from the Development Agreement.
12. Hold Harmless - The Developer shall indemnify and save harmless the City, its officers, agents and employees, from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever is owed, which may in any manner result from the negligent construction or maintenance of public improvements by the Developer pursuant to the terms of this Agreement, the violation of any law or ordinance by Developer, the infringement of any patent, trademark, trade name or copyright by Developer, prior to their formal dedication of the public improvements to the City as provided in Paragraph 6.A. hereof.
13. Financial Guarantees and Billing
- A. Security Deposit - Prior to and as a condition of Final Engineering Plan approval, the Developer shall deposit the sum of money in cash or certified check as required under Paragraph 11 with the City as the Security Deposit (hereinafter referred to as "Collateral"), to secure the prompt, full and faithful performance by Developer of each and every provision of this Agreement and all obligations of the Developer hereunder. The City is not required to hold the Collateral in any special or trust account but may commingle the Collateral with other funds of the City. Interest shall be paid to the Developer on the Collateral. If the Developer fails to perform any of its obligations hereunder following the expiration of any applicable notice and cure period, the City may use, apply or retain the whole or any part of the Collateral together with interest therein, if any, for payment of: (a) Sums of money due from the Developer under this Agreement; (b) Any sum expended by the City on the Developer's behalf in accordance with this Agreement; and/or (c) Any sum which the City may expend or be required to expend by reason of the Developer's default under this Agreement.

The use, application or retention of the Collateral, or any portion thereof, by the

City shall not prevent the City from exercising any other right or remedy provided by this Agreement or by law (it being intended that the City shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which the City may otherwise be entitled. If any portion of the Collateral is used, applied or retained by the City for the purposes set forth above, Developer agrees, within ten (10) days after the written demand therefore is made by the City, to deposit cash with the City in an amount sufficient to restore the Collateral to its original amount.

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

- 1) Completion of landscaping within public right-of-way, if any, including establishment of vegetative cover.
- 2) Payment of reasonable anticipated in-house administrative and inspection fees with deposit of \$5,000.
- 3) Maintenance of public improvements as described in Paragraph 11.

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

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

14. Inspection - The City or its agents shall, at the Developer's cost, provide full-time inspection of all of the Improvements outlined in Exhibit A to the Agreement.
15. Easements - The Developer shall acquire and dedicate to the City all public easements and right-of-way necessary to install and maintain public improvements required by this Agreement. Permanent easements and deeds, on forms acceptable to the City, on or through private lands, shall be negotiated and obtained by the Developer, at its expense.

- D. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- E. This Agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
- F. Upon Developer satisfying all of its obligations under this Agreement, the Common Council of the City of Oak Creek shall adopt a resolution releasing the Developer from the terms of this Agreement.
- G. Developer shall provide specifications in the latest Adobe pdf electronic format.
- H. Developer shall provide all construction plans in the latest Adobe pdf electronic format.
- I. Occupancy permits will be issued upon a building-by-building basis subject to the following items being substantially completed prior to issuance of an occupancy permit for any building within specific occupancy groups (7 groups as defined by Exhibit D) for the Development:
 - 1) Asphalt binder course is installed for driveways of only those building for which an occupancy permit is sought as detailed on Exhibit C.
 - 2) Sidewalks along S. Apple Creek Drive shall be completed and approved by the City Engineer as detailed on Exhibit C.
 - 3) Pavement connection to W. Puetz Road shall be completed and approved by the City Engineer as detailed on Exhibit C.
 - 4) Cul-de-sac at the termini of S. 20th Street shall be completed and approved by the City Engineer as detailed on Exhibit C.
 - 5) Exterior skin of the building is completed.
 - 6) Exterior building mounted lighting is installed on the building.
 - 7) Final grading around the building is completed.
 - 8) All Landscaping and restoration have been approved for the entire Development. Notwithstanding the foregoing, in the event landscaping and restoration is not completed at time of occupancy due to winter weather conditions, the site must be stabilized, and the Developer make a cash deposit in the amount determined by the City Engineer and Department of Community Development. This deposit will be returned to the Developer upon completion of the landscaping and restoration for

which the deposit was made. In no event shall landscaping of a building be completed more than one (1) year from the date of issuance of an occupancy for the specific building.

- 9) Sanitary sewer and storm sewer mains deemed necessary and approved by the City Engineer shall be designed and constructed as provided by this agreement and Exhibit A and certified complete and approved by the City Engineer prior to issuance of the occupancy permits.
 - 10) Street lighting is completed for the Development.
 - 11) The central island of the cul-de-sac along S. Apple Creek Drive must be installed prior to occupancy of the final building for the Development.
- J. In the event of any conflict between the terms of this Agreement (inclusive of Exhibit A) and any other documents or agreements expressly referred to herein or any City codes and ordinances or the Final Engineering Plans shall be interpreted such that this Agreement controls, then the City codes and ordinances control, and then the Final Engineering Plans control.
- K. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be fully severable from this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain fully enforceable in accordance with its remaining terms.
- L. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when together shall constitute one and the same agreement by and among the Parties.

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


In presence of:

DEVELOPER
CR OAK CREEK LAND, LLC

By: 
Caleb J. Wohlreich, Authorized Signatory

STATE OF ILLINOIS)
) SS.
LAKE COUNTY)

Personally came before me this 11 day of July, 2023, the above-named CALEB J. WOHLREICH, the Authorized Signatory of CR OAK CREEK LAND, LLC to me known to be the person who executed the foregoing instrument and to me known to be such Authorized Signatory of said limited liability company, acknowledged that he executed the foregoing instrument as such Authorized Signatory.



Notary Public, Lake County, IL
My Commission expires: 02/15/27



(signatures continued on following page)

EXHIBIT A

CITY OF OAK CREEK CITY ENGINEER'S REPORT HEYDAY OAK CREEK

I. INTRODUCTION

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the "City of Oak Creek Engineering Design Manual," adopted by the Common Council on July 18, 1995, and all incorporated amendments thereof, as provided on the Oak Creek Engineering website at the time of City's approval of the improvements.

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

II. GRADING AND DRAINAGE

A. Required Improvements

Design, install, and provide grading of land as necessary to establish a building pad, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.

B. Plans and Specifications

1. A grading and drainage plan shall be prepared showing 1' contours for both existing condition and proposed finished floor grades.
2. System plan showing all tributary areas to the proposed site drainage and downstream analysis. Included on the system plan shall be all proposed and existing drainage structures.
3. Building grading plan showing only proposed building grades.
4. Storm water management plan that meets current City Ponding Ordinance requirements along with the MMSD Chapter 13 storm water requirements.
5. As-built grading plan certifying that all grading was performed in accordance with the approved grading and drainage plan. The certification shall be required on property corners, main ditches, and detention ponds. The plan shall be prepared by a consulting

engineer, selected by and reimbursed by the Developer. The grade tolerances for approval are as follows:

- a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - b. $0.0'$ to $-0.3'$ grade tolerance of the approved proposed grade without topsoil in place.
- C. Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas, building pads, and drainage swales.
 - D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching as soon as possible to prevent erosion.
 - E. The Developer is responsible for restoring all damage to finished grades and vegetative cover caused, but not restored by, utility companies providing service to the Development.
 - F. After site grading is completed, the Developer shall place a minimum of 3" of topsoil on all exposed soil. Developer may request to remove excess topsoil from the site with a written request detailing the removal methods to the City Engineer. No excess topsoil shall be removed without the written authorization from the City Engineer. [Topsoil should not be required over areas where streets, driveways, sidewalks and other improvements are to be constructed.]
 - G. Subject to the terms of Section 18(I)(7), established grass seed or sod must be in place along the private roadway edge, a minimum of six (6) feet behind the curb, pond slopes and the slopes adjoining the property line, and wetlands, before the building occupancy is authorized for buildings within that section in which the improvements are located.
 - H. If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace with approved engineered fill, or as otherwise approved by Developer's geotechnical engineer.
 - I. Proposed detention ponds that affect and serve drainage for the Development must be installed prior to the start of building foundations.

III. **STORM DRAINAGE SYSTEM**

A. Required Improvements

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

B. Plans and Specifications

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

C. Mainline storm sewer shall be installed to provide a downspout connection to all proposed buildings unless they drain directly to a stormwater management facility.

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

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

IV. EROSION AND RUN-OFF CONTROL

A. Required Improvements

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

B. Plans and Specifications

Control plan for land-disturbing activities showing existing contours onto adjacent lands to the extent that allows the determination of drainage patterns pre and post construction. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

C. The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be obtained which requires the Developer to construct and maintain such measures in conformance with the City's erosion control ordinance.

- D. Both during and after construction, the surface of exposed bare soils shall be protected in accordance with the City's Erosion Control Ordinance and all applicable State and Federal requirements. If winter shutdown prevents the establishment or maintenance of a cover crop, anionic polyacrylamide (PAM) may be permitted by the City Engineer. Anionic PAM shall not be permitted to be used in the terrace area of the public road right-of-way. If approved, the use of the anionic PAM shall be performed under inspection and meet the Wisconsin Department of Natural Resources Technical Standards. This does not apply to the immediate building site area that is subject to workers and equipment in and around the perimeter of a new structure.

V. SANITARY SEWER – PUBLIC

A. Required Improvements

Design, install, and provide a complete public sanitary sewer system designed to meet the ultimate needs of this Development and all tributary areas, in accordance with the City's sanitary sewer system plan with rules, regulations and procedures of the City, MMSD, and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Sanitary sewer plans, specifications, and design calculations.
2. The City will furnish "as-built" plans of the entire system, including location and elevation of laterals to mains to meet MMSD requirements. All other "as-built" requirements are the responsibility of the Developer.
3. Sanitary sewer system plan update.
4. All reports required by MMSD, the State of Wisconsin, and South-eastern Wisconsin Regional Planning Commission.

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

D. Upon completion, furnish and provide to the City an itemized list of actual construction costs for sanitary sewer.

VI. WATER - PUBLIC

A. Required Improvements

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

B. Plans and Specifications

1. Water main plans, specifications, design calculations, and copies of all easements.
2. The City will create "as-built" plans of the entire system, including hydrant and valve locations, and the location and elevation of laterals, all for the use of the City of Oak Creek Water and Sewer Utility. All other "as-built" requirements are the responsibility of the Developer.
3. Separate water main easements for the site, where appropriate, shall be recorded.

C. Upon completion, furnish and provide to the City a complete summary of the actual construction costs for water distribution, itemized in sufficient detail to satisfy the requirements of the Public Service Commission of the State of Wisconsin in establishing or revising a rate base.

D. Installation of one water lateral from the water main, to within five (5) feet of each proposed unit.

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

VII. STREETS

A. Required Improvements

A 29', back of curb to back of curb, roadway construction with 31" concrete curb & Gutter and asphalt pavement within the public right-of-way along S. Apple Creek Drive and S. 20th Street. The pavement section shall be comprised of a 10" crushed stone base, pavement edge drains at low points, 31" curb and gutter section, 3-1/4" asphalt binder course and a 1-3/4" layer of asphalt surface course and 5' sidewalk.

All streets throughout the Development, not within public right-of-way, will be private and shall be owned and maintained by the Developer or its assignee.

All pavement markings required for this Development shall be approved by

the City Engineer and meet the MUTCD requirements.

VIII. STREET LIGHTING

A. Required Improvements

All street lighting will be private in this Development and shall be owned and maintained by the Developer or its assignee.

IX. MISCELLANEOUS

DEVELOPER SHALL:

- A. be responsible for preserving existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- B. repair all damage to roads and appurtenances caused by construction operations.
- C. submit a landscape plan for any screen plantings, berms, and entrances. The installation of landscaping shall be in accordance with the approved plan.
- D. acquire all required underground utility easements.
- E. show all sanitary, drainage, and other public utility easements on the certified survey map ("CSM") or plat. If required easements are omitted, or errors are detected on the CSM or plat, the Developer shall make all necessary modifications to the CSM or plat at its expense.
- F. design and install all required sidewalk and/or bikeways.

X. SPECIFICATIONS

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

- A. City of Oak Creek Engineering Design Manual, most recent edition.
- B. Applicable Specifications and Regulations of MMSD.
- C. Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.
- D. State of Wisconsin, Department of Transportation Standard Specifications

for Road and Bridge Construction, latest edition.

- E. The Wisconsin Department of Natural Resources Erosion Control Technical Standards.

XI. SPECIAL PROVISIONS

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

Approved by:

Matthew J. Sullivan, P.E.
City Engineer

Date

EXHIBIT B

**WAIVER OF SPECIAL ASSESSMENT
NOTICES AND HEARINGS**

City of Oak Creek
8040 South 6th Street
Oak Creek, WI 53154

We, the undersigned, being the Owners of the property that shall benefit by the following proposed public improvements:

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

all made in the City of Oak Creek, Milwaukee County, Wisconsin, in consideration of the construction of said improvements by the City of Oak Creek, Wisconsin, hereby admit that such public improvement will benefit our property and consent to the levying of special assessments against our premises under Sections 66.0701 through 66.0733 of the Wisconsin Statutes and Sections 3.200 through 3.222 of the Municipal Code of the City of Oak Creek for the cost of such improvement.

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

Description of premises that shall benefit:

Lot 1 of Certified Survey Map No. 9496 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on June 30, 2023, as Document No. 11348549 and being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 19, Township 5 North, Range 22 East in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

Said lot contains 2,059,733 square feet or 47.285 acres.

CR OAK CREEK, LLC

By: _____

Caleb J. Wohlreich, Principal

July 11, 2023



COMMON COUNCIL REPORT

Item: Heyday Oak Creek Storm Water Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 12420-071823, a resolution approving a Storm Water Management Practices Maintenance Agreement with CR OAK CREEK LAND, LLC, for the Heyday Oak Creek Development located at 2231 W. Puetz Road (Tax key No. 857-9014) (6th District).

Fiscal Impact: None.

Critical Success Factor(s):

- Active, Vibrant, and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The proposed single-family attached Development, located at 2231 W. Puetz Road, requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

Options/Alternatives: Not to adopt this resolution and therefore the storm water permit cannot be issued resulting in the development being unable to proceed per Section 13.107 of the Municipal Code.

Prepared and Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:

Matthew J. Sullivan, PE
City Engineer

Attachments: Resolution No. 12420-071823, Storm Water Management Maintenance Agreement

RESOLUTION NO. 12420-071823

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT WITH CR OAK CREEK LAND, LLC FOR THE SINGLE-FAMILY ATTACHED DEVELOPMENT LOCATED AT 2231 W. PUETZ ROAD

(TAX KEY NO. 857-9014)

(6TH ALDERMANIC DISTRICT)

WHEREAS, CR OAK CREEK LAND, LLC (Owner), requires onsite storm water management practices for their proposed single-family attached development located at 2231 W. Puetz Road, and,

WHEREAS, the City requires that the Owner enter into a Storm Water Management Practices Maintenance Agreement, and,

WHEREAS, the required Storm Water Management Practices Maintenance Agreement has been prepared and signed by the Owner,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the attached Storm Water Management Practices Maintenance Agreement, as signed by the Owner, is hereby approved by the City.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized and directed to execute the attached agreement on behalf of the Common Council of the City of Oak Creek and upon execution by both the City of Oak Creek and the Owner, the City Attorney is hereby authorized and directed to record the same in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of July, 2023.

Passed and adopted this 18th day of July, 2023.

President, Common Council

Approved this 18th day of July, 2023.

Mayor

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

12420-071823

Document Number	HEYDAY OAK CREEK Storm Water Management Practices Maintenance Agreement Document Title
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Recording Area

Matthew J. Sullivan Engineering Department 8040 S. 6 th Street Oak Creek, WI 53154 Name and Return Address

857-9014

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2023, by and between CR OAK CREEK LAND, LLC hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Oak Creek, County of Milwaukee, State of Wisconsin, to-wit:

Lot 1 of Certified Survey Map No. 9496 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on June 30, 2023, as Document No. 11348549 and being part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 and part of the Northeast 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 19, Township 5 North, Range 22 East in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

Said lot contains 2,059,733 square feet or 47.285 acres,

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision Plan known as Heyday Oak Creek, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

WHEREAS, the City and the Owner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Oak Creek, require that on-site storm water management practices as defined in Section 13.103 of the Oak Creek Municipal Code be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns, including any homeowners association, shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns, including any homeowners association shall keep the Operation and Maintenance Reports from at least the previous five (5) annual inspections as well as a log of maintenance activity for the current year and the previous (5) years indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to assure safe and proper functioning of the storm water management practices. The inspections shall cover all storm water management practices including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management practices in good working condition so that these storm water management practices are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns, including any homeowners association, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen

complaints. The City shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.

5. If the Owner, its successors and assigns, including any homeowners association, fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work shall be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. If the storm water management practices are located on an outlot owned collectively by a homeowners association, the City may assess each member of the homeowners association according to the ownership interest in the storm water management practices located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Owner, its successors and assigns, including any homeowners association, will perform the work necessary to keep these storm water management practices in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed. The minimal amount of maintenance on the storm water management practices shall be in accordance with the Detention Basin Maintenance Standards (Exhibit B).
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. For the avoidance of doubt, the cost of inspections performed by the City pursuant to Section 4 shall not be a reimbursable expense.
8. This Agreement imposes no liability of any kind whatsoever on the City in the event that the storm water management practices fail to operate properly, and the Owner agrees to hold the City harmless from any liability in the event the storm water management practices fail to operate properly.
9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The Owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____
 Inspection Date: _____

Tax Key No.: _____

Location: _____

Detention Basin Type: Wet Pond _____ Underground _____
 Extended Dry _____ Bioretention _____
 Artificial Wetland _____

Watershed _____

Items Inspected (Pond components)	Checked (Yes/ No/ NA)	Maintenance Needed (Yes/ No/ NA)	Remarks
Embankment and Emergency spillway			
1. Trash and debris			
2. Vegetation and ground cover adequate			
3. Embankment erosion			
4. Animal burrows			
5. Unauthorized plantings/tree growth			
6. Cracking, bulging, or sliding of embankment			
a. Upstream face and toe of slope			
b. Downstream face and toe of slope			
7. Settlement			
8. Seeps/leaks on downstream face			
9. Emergency spillway			
a. Clear of trash and debris			
b. Settlement			
c. Slope protection or riprap failures			
10. Other (specify)			
Inlet/Outlet Structures			
Type: Pipe (RCP/CMP/Plastic)			
Stand pipe/inlet box with orifice			
Weir (V-notch/Rectangular)			
Other _____			
1. Erosion/scouring/undermining at inlet or outlet			
2. Primary outlet structure			
a. Debris or sediment removal necessary			
b. Damaged			
c. Orifice plate damaged, out of place or missing			
3. Trash rack/hood maintenance			
a. Trash or debris removal necessary			
b. Damaged or missing			
c. Corrosion/rust control			
Pond Bottom/Pool Area			
1. Sediment accumulation (estimate depth)			
2. Water level at normal pool elevation			
3. Oil sheen on water			

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

Maintenance Component	Defect	Conditions When Maintenance Is Needed	Results Expected When Maintenance Is Performed
Side Slopes and Embankments	Trash & Debris	Any visual evidence of dumping, trash or debris.	Trash and debris cleared from site.
	Unmowed vegetation/ Ground Cover	Unless designated by the Common Council as a nature center or wildlife preserve, if the facility is located in a platted subdivision, multi-family apartment complex, planned development or a mobile home district, mowing is needed when vegetation exceeds 6 inches in height. In all other areas, mowing is needed when vegetation exceeds one foot in height. Mowed vegetation should be removed from areas where it could enter the pond, either when the pond level rises or by rainfall runoff.	When mowing is needed, grass/ground cover should be mowed to 2 inches in height. Trees and bushes should be removed where they interfere with pond maintenance activities; that is, at the inlet, outlet and near engineered structures. Nature centers and wildlife preserves should follow the maintenance guidelines in the approving resolution and approved storm water management plan.
	Rodent Holes	Any evidence of rodent holes if facility is acting as a dam or berm, or any evidence of water piping through dam or berm via rodent holes.	Rodents destroyed and dam or berm repaired.
	Tree Growth	Tree growth does not allow maintenance access or interferes with maintenance activity (i.e., slope mowing, silt removal or equipment movements).	Trees do not hinder maintenance activities.
	Erosion	Eroded damage over 2 inches deep where cause of damage is still present or where there is potential for continued erosion.	Slopes should be stabilized by using appropriate erosion control measures; e.g., rock rip-rap, planting of grass, erosion mat, compaction.
Inlet/ Outlet Pipe	Debris and Sediment	Sediment and/or debris clogging more than 10% of the pipe opening.	No clogging or blockage in the inlet and outlet piping.
	Damaged	Rust is causing more than 50% deterioration to any part of metal pipes, cracks in plastic pipe or cracks or exposed rebar in concrete pipes.	Pipe repaired or replaced.
		Any dent that decreases the cross section area of pipe by more than 10% or retards the flowage of water.	Pipe repaired or replaced.
	Erosion/Scouring	Eroded or scoured bottom at inlet or outlet pipes; undermining of structure or end section.	Area should be stabilized by using appropriately sized rock rip-rap.
	Damaged or Missing Orifice Plate	Control device is not working properly due to missing, out of place, or bent orifice plate.	Plate is in place and works as designed.
	Orifice Plate Obstructions	Any trash, debris, sediment, or vegetation blocking the plate.	Plate is free of all obstructions and works as designed.
Trash Racks/Hoods	Trash and Debris	Trash or debris that is plugging more than 20% of the openings in the barrier.	Barrier clear to receive capacity flow.
	Damaged/ Missing Bars or Hood.	Bars or hood are bent out of shape more than 3/4 inch.	Bars in place with no bends more than 3/4 inch.
		Bars are missing or entire barrier missing.	Bars in place according to design.
		Bars are loose and rust is causing 50% deterioration to any part of barrier.	Repair or replace barrier to design standards.
Pool Area	Sediment Accumulation in Pond Bottom	Sediment accumulations in pond bottom that exceeds the design sediment depth.	Sediment cleaned out to designed pond shape and depth; pond reseeded if necessary to control erosion.
	Water Level	Water level does not drain down to normal designed pool elevation.	Check outlet structure and downstream conveyance system for obstructions.
	Oil Sheen on Water	Prevalent and visible oil sheen.	Remove oil from water by use of oil-absorbent pads or by vacator truck. Refer problem to locate source and correct.
Emergency Overflow/Spillway and Dikes	Settlements	Any part of these components that has settled 4-inches lower than the design elevation, or inspector determines dike/ berm is unsound.	Dike should be built back to the design elevation and repaired to specifications.
	Rock Missing	Only one layer of rock exists above native soil in area five square feet or larger, or any exposure of native soil at the top emergency spillway.	Replace rocks to design standards.

COMMON COUNCIL REPORT

Item: The Learning Experience at Oak Creek Development Agreement

Recommendation: That the Common Council adopts Resolution No. 12423-071823 approving The Learning Experience at Oak Creek Development Agreement with Oak Creek Forest Hill, LLC for the design and construction of public improvements for the development located at 150 W. Forest Hill Avenue (Tax Key Nos. 813-9066, 813-9067, 813-9068) (Project No. 23052) (2nd District).

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

Critical Success Factor(s):

- Active, Vibrant, and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe, and Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Oak Creek Forest Hill, LLC has proposed developing lands at 150 W. Forest Hill Avenue. This Development Agreement establishes the developer's responsibilities and obligations for the installation of the public infrastructure required for a functional site development. The public infrastructure includes water main and sanitary sewer. The agreement outlines that the design and construction of these facilities will be in accordance with all City and other applicable local and state codes, and that they will be inspected by the City during construction and funded by the developer.

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

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:



Maxwell Gaggin, MPA
Assistant City Administrator / Comptroller

Approved:



Matthew J. Sullivan, PE
City Engineer

Attachments: The Learning Experience Development Agreement, Resolution 12423-071823

RESOLUTION NO. 12423-078923

BY: _____

**RESOLUTION APPROVING THE
THE LEARNING EXPERIENCE AT OAK CREEK DEVELOPMENT AGREEMENT**

TAX KEY NOS. 813-9066, 813-9067, 813-9068

(2nd ALDERMANIC DISTRICT)

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of July, 2023.

Passed and adopted this 18th day of July, 2023.

Kenneth Gehl, Common Council President

Approved this 18th day of July, 2023.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

12423-071823

Document Number

THE LEARNING EXPERIENCE
AT OAK CREEK
INFRASTRUCTURE
DEVELOPMENT AGREEMENT
Document Title

Recording Area

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

813-9066, 813-9067, 813-9068

Identification Number (Pin)

THIS AGREEMENT, made and entered into this ___ day of _____, 2023, by and between Oak Creek Forest Hill, LLC hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City", each a "Party" and both the "Parties";

WITNESSETH:

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

Lot 1, Lot 2, and Outlot 1 of Certified Survey Map No. 9498, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11351013, located in the Southeast ¼ of the Northeast ¼ of Section 17, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin:

Said parcel containing 214,914 square feet or 4.934 acres, hereinafter called the "Property"; and

WHEREAS, the Developer has submitted a proposed plan titled "The Learning Experience at Oak Creek", Tax Key Nos. 813-9066, 813-9067, and 813-9068, encompassing the hereinabove described lands in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City Municipal Code for the purpose of creating a daycare learning center, hereinafter called the "Development": and

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

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

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

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

WHEREAS, the City believes that the orderly, planned development of the Property will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development providing that the Developer agrees to undertake and assume certain obligations and conditions as hereinafter described.

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

1. Final Engineering Plans. Any reference herein to "Final Engineering Plans" shall mean those certain engineering plans prepared by Vierbicher with the latest revision date, to be approved and signed by the City Engineer.
2. Existing Improvements. The Development is served and will benefit by the existing sanitary sewer and water main as installed within W. Forest Hill Avenue.
3. Project Construction Sequence. The proposed development will be constructed in its entirety as shown in Exhibit C. Before construction of improvements commences, including building construction, the Developer must receive the City Engineer's written approval to proceed, which approval shall not be unreasonably withheld, delayed, or conditioned for all public infrastructure, grading and drainage, erosion control, MMSD and DNR approval for the Development. Sequencing related to the construction of

certain improvements are specified below.

- A. All site utility work will be continuous and not phased.
 - B. Following Developer's execution and City Common Council approval of this Agreement and the City Engineer's written approval of the plans, grading and erosion control may proceed.
 - C. Existing fire hydrants within 300-ft of the proposed structure will be utilized, as approved by the Fire Chief, to allow for storage of combustible materials on the site and/or the building construction proceeding above grade, prior to the water main and fire hydrant system being in place that's deemed necessary to serve the development, as shown on Exhibit C.
 - D. Temporary access for emergency equipment shall be installed by the Developer and approved by the Fire Chief prior to the storage of any combustible materials on site and/or the building construction proceeding above grade.
 - E. Any building construction that occurs above ground without a building permit, and without satisfying the conditions set forth in this Agreement, is subject to a \$5,000 per day forfeiture.
4. Deferred Special Assessments – There are no outstanding special assessment payments required for this Agreement. Developer shall also sign the Waiver of Special Assessment Notice and Hearing attached at Exhibit B.
5. Bike Path and Impact Fees – No bike path is required for the development. The impact fees established for the City under Ordinance 2562 shall apply to this development. The Developer agrees to pay the appropriate impact fees, created by this Development, at the time a building permit is issued.
6. Conditions and Time Period to Install Improvements - The Developer, entirely at its expense, shall, upon receipt of the notice to proceed from the City, complete the public improvements in accordance with the requirements set forth in Exhibit A and as set forth in the Final Engineering Plans.
- A. Public improvements, hereinafter called the "Improvements", shall include the following;
 - 1) All work required for the water main and sanitary sewer.
 - B. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate the public improvements.
 - C. In the event the Developer does not complete the installation of the

Improvements in accordance with the Final Engineering Plans or the terms of Exhibit A, the City shall, upon written notice to the Developer and the expiration of a reasonable cure period (3 months from certified receipt of notice, to be reasonably extended due to force majeure or other factors beyond Developer's control), have the authority to complete same and take title to said Improvements. Upon the City's completion thereof, without notice of hearing, the City may impose a special assessment for the reasonable actual cost of said completion upon the Property, payable with the next succeeding tax roll.

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

shall confirm and, where applicable, Developer shall provide proof:

- A. Approval of all plans required in Exhibit A.
 - B. Developer has issued a notice to proceed to its contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
 - D. All pertinent approvals have been obtained from the Milwaukee Metropolitan Sewerage District and the State of Wisconsin Department of Natural Resources. The review and approval of sanitary sewer and water main plans by the City (and its Utility), MMSD and WDNR occur independently. Approvals are based in part on each system's ability to handle the proposed additional sanitary sewer waste flows.
 - E. Developer has arranged for the City to inspect the proposed construction of the public infrastructure.
 - F. Developer has received City approval of the Storm Water Management Plan and Maintenance Agreement.
10. Reimbursement of Costs - The Developer shall, within thirty (30) days of receipt of an itemized invoice, reimburse the City for all reasonable and outstanding fees, expenses, costs, and disbursements which were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the Improvements. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials for public improvements.
11. Workmanship Guarantee - Developer shall guarantee the public improvements described in Exhibit A against defects due to faulty materials or workmanship for a period of one year from the date of dedication of the public improvements. Pursuant to Paragraph 13.A., the Developer shall establish a security deposit, in the amount of 10% of total construction costs of the public improvements, to cover the guarantee period for each of the public improvements. The maintenance obligations regarding the private internal street are the Developer's in perpetuity. Until that time, responsibility for the adjacent public streets will be assigned as follows:
- A. Pavement maintenance caused by the construction activities, including any repairs and street sweeping, shall be the Developer's responsibility. Snow plowing along W. Forest Hill Avenue shall be The City of Oak Creek's responsibility.
 - B. If street repairs and/or street sweeping are not satisfactorily performed by the Developer; the City shall, after notice to Developer and reasonable time to cure,

perform such with its own forces or hired contractors and charge the Developer accordingly for actual manpower, equipment and materials, plus 10% administration and overhead. Developer's responsibility with respect to the streets shall terminate upon approval of the building occupancy and the City Common Council acceptance of the improvements and release from the Development Agreement.

12. Hold Harmless - The Developer shall indemnify and save harmless the City, its officers, agents and employees, from all liability claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like to whomsoever is owed, which may in any manner result from the negligent construction or maintenance of public improvements by the Developer pursuant to the terms of this agreement, the violation of any law or ordinance, the infringement of any patent, trademark, trade name or copyright, prior to their formal dedication of the public improvements to the City as provided in Paragraph 6.A. hereof.

13. Financial Guarantees and Billing

- A. Security Deposit - Prior to and as a condition of Final Engineering Plan approval, the Developer shall deposit the sum of money in cash or certified check as required under Paragraph 11 with the City as the Security Deposit (hereinafter referred to as "Collateral"), to secure the prompt, full and faithful performance by Developer of each and every provision of this Agreement and all obligations of the Developer hereunder. The City is not required to hold the Collateral in any special or trust account but may commingle the Collateral with other funds of the City. Interest shall be paid to the Developer on the Collateral. If the Developer fails to perform any of its obligations hereunder following the expiration of any applicable notice and cure period, the City may use, apply or retain the whole or any part of the Collateral together with interest therein, if any, for payment of: (a) Sums of money due from the Developer under this Agreement; (b) Any sum expended by the City on the Developer's behalf in accordance with this Agreement; and/or (c) Any sum which the City may expend or be required to expend by reason of the Developer's default under this Agreement.

The use, application or retention of the Collateral, or any portion thereof, by the City shall not prevent the City from exercising any other right or remedy provided by this Agreement or by law (it being intended that the City shall not first be required to proceed against the Collateral) and shall not operate as a limitation on any recovery to which the City may otherwise be entitled. If any portion of the Collateral is used, applied, or retained by the City for the purposes set forth above, Developer agrees, within ten (10) days after the written demand therefore is made by the City, to deposit cash with the City in an amount sufficient to restore the Collateral to its original amount.

Without limitation as to the obligations secured, the Collateral shall also secure

the following specific obligations of the Developer to make to the City:

- 1) Completion of landscaping within public right-of-way, if any, including establishment of vegetative cover.
- 2) Payment of reasonable anticipated in-house administrative and inspection fees with deposit of \$5,000.
- 3) Maintenance of public improvements as described in Paragraph 11.

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

- B. Billing - The City shall bill the Developer quarterly as costs are incurred by the City. In the event the Developer fails to make payment to the City within 30 days of billing, interest shall accrue on the unpaid balance at the rate of 15% per annum. The City shall, without notice of hearing, impose a special assessment for the amount of said unpaid costs upon the Property, payable with the next succeeding tax roll.
14. Inspection - The City or its agents shall, at the Developer's cost, provide full-time inspection of all of the Improvements outlined in Exhibit A to the Agreement.
 15. Easements - The Developer shall acquire and dedicate to the City all public easements and right-of-way necessary to install and maintain public improvements required by this Agreement. Permanent easements and deeds, on forms acceptable to the City, on or through private lands, shall be negotiated and obtained by the Developer, at its expense. The Developer shall provide just compensation for the easements in accordance with the City's easement acquisition policy.
 16. Changes to Plans and Specifications - The City Engineer may make reasonable changes to the Final Engineering Plans for any public improvements which are reasonably necessary to (i) correct oversights, omissions, and errors, (ii) compensate for changing site conditions, or (iii) complete fully the work in accordance with sound engineering practice. The Developer shall perform the work as changed entirely at its expense without any claim for reimbursement.

- G. Developer shall provide specifications in the latest Adobe pdf electronic format.
- H. Developer shall provide all construction plans in the latest Adobe pdf electronic format.
- I. Pavement repairs within the public right-of-way must be replaced to match the existing pavement structure.
- J. W. Forest Hill Avenue must always remain open to two-way traffic.
- K. Occupancy permits will be issued subject to the following items being substantially completed prior to issuance of an occupancy permit for the development:
 - 1) Asphalt surface course and pavement marking is installed for Lot 1 of the development as detailed on Exhibit C.
 - 2) Pavement repairs to W. Forest Hill Avenue, required for the water main and sanitary sewer work, are completed and approved by the City Engineer as detailed in Exhibit C.
 - 3) Exterior skin of the building is completed.
 - 4) Exterior building mounted lighting is installed on the building.
 - 5) Final grading around the building is completed.
 - 6) All Landscaping and restoration have been approved for the entire development. Notwithstanding the foregoing, in the event landscaping and restoration is not completed at time of occupancy due to winter weather conditions, the site must be stabilized, and the Developer shall make a cash deposit in the amount determined by the City Engineer and Department of Community Development. This deposit will be returned to the Developer upon completion of the landscaping and restoration for which the deposit was made. In no event shall landscaping of a building be completed more than one (1) year from the date of issuance of an occupancy for the specific building.
 - 7) Water main deemed necessary and approved by the City Engineer shall be designed and constructed as provided by this agreement and Exhibit A and certified complete and approved by the City Engineer prior to issuance of the occupancy permits.
- L. In the event of any conflict between the terms of this Agreement (inclusive of Exhibit A) and any other documents or agreements expressly referred to herein

or any City codes and ordinances or the Final Engineering Plans shall be interpreted such that this Agreement controls, then the City codes and ordinances control, and then the Final Engineering Plans control.

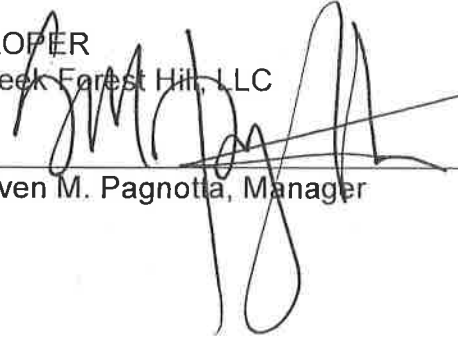
- M. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be fully severable from this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain fully enforceable in accordance with its remaining terms.
- N. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when together shall constitute one and the same agreement by and among the Parties.

[Rest of page intentionally left blank. Signatures on following pages.]

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

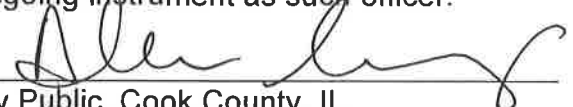
In presence of:

DEVELOPER
Oak Creek Forest Hill, LLC

By: 
Steven M. Pagnotta, Manager

STATE OF ILLINOIS)
) SS.
COOK COUNTY)

Personally came before me this 27th day of June, 2023, the above-named STEVEN M. PAGNOTTA of Oak Creek Forest Hill, LLC to me known to be the person who executed the foregoing instrument and to me known to be such Manager of said corporation, acknowledged that he executed the foregoing instrument as such officer.


Notary Public, Cook County, IL
My Commission expires: 11-25-2023



(Signatures continued on following page)

EXHIBIT A

CITY OF OAK CREEK CITY ENGINEER'S REPORT THE LEARNING EXPERIENCE AT OAK CREEK

I. INTRODUCTION

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the "City of Oak Creek Engineering Design Manual," adopted by the Common Council on July 18, 1995, and all incorporated amendments thereof, as provided on the Oak Creek Engineering website at the time of City's approval of the improvements.

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

II. GRADING AND DRAINAGE

A. Required Improvements

Design, install, and provide grading of land as necessary to establish a building pad, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.

B. Plans and Specifications

1. A grading and drainage plan shall be prepared showing 1' contours for both existing and proposed finished floor grades.
2. System plan showing all tributary areas to the proposed site drainage and downstream analysis. Included on the system plan shall be all proposed and existing drainage structures.
3. Building grading plan showing only proposed building grades.
4. Storm water management plan that meets current City Ponding Ordinance requirements along with the MMSD Chapter 13 storm water requirements.
5. As-built grading plan certifying that all grading was performed in accordance with the approved grading and drainage plan. The certification shall be required on property corners, main ditches, and detention ponds. The plan shall be prepared by a consulting

engineer, selected by and reimbursed by the Developer. The grade tolerances for approval are as follows:

- a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - b. $0.0'$ to $-0.3'$ grade tolerance of the approved proposed grade without topsoil in place.
- C. Prior to the installation of any public improvements, the Developer shall perform rough grading, building pads, and drainage swales.
 - D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching as soon as possible to prevent erosion.
 - E. The Developer is responsible for restoring all damage to finished grades and vegetative cover caused, but not restored by, utility companies providing service to the Development.
 - F. After site grading is completed, the Developer shall place a minimum of 3" of topsoil on all exposed soil. Developer may request to remove excess topsoil from the site with a written request detailing the removal methods to the City Engineer. No excess topsoil shall be removed without the written authorization from the City Engineer.
 - G. Established grass seed or sod must be in place along the private roadway edge, a minimum of six (6) feet behind the curb, pond slopes and the slopes adjoining the property line, and wetlands, before the building occupancy is authorized for buildings within that section in which the improvements are located.
 - H. If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace with approved engineered fill, or as otherwise approved by Developer's geotechnical engineer.
 - I. Proposed detention ponds that affect and serve drainage for the Development must be installed prior to the start of building foundations.

III. STORM DRAINAGE SYSTEM

A. Required Improvements

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

B. Plans and Specifications

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

C. Mainline storm sewer shall be installed to provide a downspout connection to all proposed buildings unless they drain directly to a stormwater management facility.

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

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

IV. EROSION AND RUN-OFF CONTROL

A. Required Improvements

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

B. Plans and Specifications

Control plan for land-disturbing activities showing existing contours onto adjacent lands to the extent that allows the determination of drainage patterns pre and post construction. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

C. The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit must be obtained which requires the Developer to construct and maintain such measures in conformance with the City's erosion control ordinance.

D. Both during and after construction, the surface of exposed bare soils shall be protected in accordance with the City's Erosion Control Ordinance and all applicable State and Federal requirements. If winter shutdown prevents

the establishment or maintenance of a cover crop, anionic polyacrylamide (PAM) may be permitted by the City Engineer. Anionic PAM shall not be permitted to be used in the terrace area of the public road right-of-way. If approved, the use of the anionic PAM shall be performed under inspection and meet the Wisconsin Department of Natural Resources Technical Standards. This does not apply to the immediate building site area that is subject to workers and equipment in and around the perimeter of a new structure.

V. SANITARY SEWER – PUBLIC

A. Required Improvements

Design, install, and provide sanitary sewer system designed to meet the ultimate needs of this Development and all tributary areas, in accordance with the City's sanitary sewer system plan with rules, regulations and procedures of the City, MMSD, and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Sanitary sewer plans, specifications, and design calculations.
2. The City will furnish "as-built" plans of the entire system, including location and elevation of laterals to mains to meet MMSD requirements. All other "as-built" requirements are the responsibility of the Developer.
3. Sanitary sewer system plan update.
4. All reports required by MMSD, the State of Wisconsin, and South-eastern Wisconsin Regional Planning Commission.

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

D. Upon completion, furnish and provide to the City an itemized list of actual construction costs for the public sanitary sewer.

VI. WATER - PUBLIC

A. Required Improvements

Design, install, and provide a complete public water distribution system and install water main designed to meet the ultimate needs of this Development

and all tributary areas, in accordance with the City's water main system plan and with the rules, regulations, and procedures of the City and the State of Wisconsin Department of Natural Resources.

B. Plans and Specifications

1. Water main plans, specifications, design calculations, and copies of all easements.
2. The City will create "as-built" plans of the entire system, including hydrant and valve locations, and the location and elevation of laterals, all for the use of the City of Oak Creek Water and Sewer Utility. All other "as-built" requirements are the responsibility of the Developer.
3. Separate water main easements for the site, where appropriate, shall be recorded.

C. Upon completion, furnish and provide to the City a complete summary of the actual construction costs for water distribution, itemized in sufficient detail to satisfy the requirements of the Public Service Commission of the State of Wisconsin in establishing or revising a rate base.

D. Installation of one water lateral from the water main, to within five (5) feet of each proposed building.

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

VII. STREETS

A. Required Improvements

Pavement repairs within the public right-of-way must be full slab replacement and be replaced to match the existing pavement structure.

All pavement markings required for this Development shall be approved by the City Engineer and meet the MUTCD requirements.

All roads will be private in this Development and shall be owned and maintained by the Developer or its assignee.

VII. STREET LIGHTING

A. Required Improvements

All street lighting will be private in this Development and shall be owned and maintained by the Developer or its assignee.

VIII. MISCELLANEOUS

DEVELOPER SHALL:

- A. be responsible to preserve existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- B. repair all damage to roads and appurtenances caused by construction operations.
- C. submit a landscape plan for any screen plantings, berms, and entrances. Installation of landscaping shall be in accordance with approved plan.
- D. acquire all required underground utility easements.
- E. show all sanitary, drainage, and other public utility easements on the certified survey map ("CSM") or plat. If required easements are omitted, or errors are detected on the CSM or plat, the Developer shall make all necessary modifications to the CSM or plat at its expense.
- F. submit a traffic control plan for utility work to be completed on W. Forest Hill Avenue.

IX. SPECIFICATIONS

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

- A. City of Oak Creek Engineering Design Manual, most recent edition.
- B. Applicable Specifications and Regulations of MMSD.
- C. Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.
- D. State of Wisconsin, Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
- E. The Wisconsin Department of Natural Resources Erosion Control Technical Standards.

X. SPECIAL PROVISIONS

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

Approved by:

Matthew J. Sullivan, P.E.
City Engineer

Date

EXHIBIT B

WAIVER OF SPECIAL ASSESSMENT
NOTICES AND HEARINGS

City of Oak Creek
8040 South 6th Street
Oak Creek, WI 53154

We, the undersigned, being the Owners of the property that shall benefit by the following proposed public improvements:

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

all made in the City of Oak Creek, Milwaukee County, Wisconsin, in consideration of the construction of said improvements by the City of Oak Creek, Wisconsin, hereby admit that such public improvement will benefit our property and consent to the levying of special assessments against our premises under Sections 66.0701 through 66.0733 of the Wisconsin Statutes and Sections 3.200 through 3.222 of the Municipal Code of the City of Oak Creek for the cost of such improvement.

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

Description of premises that shall benefit:

Lot 1, Lot 2, and Outlot 1 of Certified Survey Map No. 9498, as recorded in the Register of Deeds office for Milwaukee County as Document No. 11351013, located in the Southeast ¼ of the Northeast ¼ of Section 17, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin:

Said parcel containing 214,914 square feet or 4.934 acres.

Oak Creek Forest Hill, LLC

By: 
Steven M. Pagnotta: Manager

06-27-2023
Date



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 7/18/23 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,525.00 were collected. An additional \$620.00 will be collected once the sale of Applebee’s is finalized and before their license is released.

- Critical Success Factor(s):**
- Active, Vibrant and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe & Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background:

1. Grant an Operator’s license to (favorable background reports received)
 - * Ashleigh A. Wenzel (Kwik Trip)
 - * Diane M. Schneider Brockman (Kwik Trip)
 - * Alisha M. Fox (Gastrau’s Golf)
 - * Anastacia Kirkpatrick (Kwik Trip)
 - * Patrick A. Lindsay (South Shore Cinema)
 - * John H. Ameigh (BelAir Cantina)
 - * Elizabeth R. Black (Classic Lanes)
 - * Zachary A. Nath (Kwik Trip)
 - * Elizabeth J. Wheeler (Pick ‘n Save)
 - * Alexander W. Metzger (South Shore Cinema)
 - * Mya A. Fluker (Meijer Gas)
 - * Elena E. Walden (South Shore Cinema)
 - * Isaiah L. Robinson (Meijer Gas)
 - * Maxwell N. O’Shasky (BelAir Cantina)
2. Grant a Change of Agent on the Class B Combination alcohol license issued to Wisconsin Apple LLC dba Applebee’s, 7135 S. 13th St., from Khaled Zeidan to Colin Pluta.
3. Grant a 2023-24 Class B Combination alcohol license to SBG Apple North XI, LLC dba Applebee’s Neighborhood Grill & Bar, 7135 S. 13th St., Casmir J. Banaszek, Agent, with release of license subject to final sale of business, receipt of fees due, departmental approvals and issuance of Occupancy Permit.
4. Grant a Temporary “Class B” Wine license to Jas Mortenson, Agent for All Saints Lutheran Church – ELCA, 9131 S. Howell Ave., for the How Great Thou “ART” Art Fair scheduled for September 23, 2023.
5. Grant a Temporary Class “B” Beer license to Mark Zapp, Agent for St. Matthew Parish, 9303 S. Chicago Rd., for Fish Boils scheduled on 10/13/23, 3/22/24 and 5/17/24.

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 June 28, 2023 Vendor Summary Report in the total of \$1,009,993.29.

Fiscal Impact: Total claims paid of \$1,009,993.29.

Critical Success Factor(s):c

- Active, Vibrant and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe & Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Of note are the following payments:

1. \$11,907.00 to Champ Software Inc. (pg #2) for annual license fees.
2. \$140,814.18 to Oak Creek Police Department (pg #10) for asset forfeiture reimbursement.
3. \$103,502.88 to GFL Environmental (pg #5) for June trash and recycling.
4. \$71,832.10 to Graef (pgs #5 & 6) for Puetz/Liberty Intersection Improvements and Drexel Ave. Streetscape - Phase 1. Projects #22006 & 23002.
5. \$375,463.96 to IKEA Property, Inc. (pg #6) for payment per developer agreement.
6. \$6,225.00 to Kings Catering (pg #7) for tent package for beer garden.
7. \$9,376.00 to Monroe Truck Equipment (pg #9) for pre-wet system. Project #23022.
8. \$92,500.00 to Oakview Warehouse, LLC (pg #10) for paving bond refund.
9. \$15,750.00 to Pleasant Prairie Dance, Inc (pg #11) for bond refund.
10. \$5,000.00 to Surinder Singh (pg #13) for bond refund.
11. \$5,400.50 to The Explorium Brewpub (pg #14) for beer inventory for beer garden.
12. \$9,955.00 to Tri Star Painting (pg #14) for Fire Stations #1 and #3 exterior painting. Project #23015.
13. \$16,875.00 to Tyler Technologies, Inc. (pg #) for consulting services.
14. \$59,332.55 to WE Energies (pgs #14 & 15) for street lighting, electricity & natural gas.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:



Maxwell Gaggin, MPA
Assistant City Administrator/Comptroller

Attachments: 06/28/2023 Invoice GL Distribution Report

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the July 12, 2023 Vendor Summary Report in the total of \$837,119.59.

Fiscal Impact: Total claims paid of \$837,119.59.

Critical Success Factor(s):c

- Active, Vibrant and Engaged Community
- Financial Stability and Resiliency
- Thoughtful Growth and Prosperous Local Economy
- Clean, Safe & Welcoming
- Inspired, Aligned, and Proactive City Organization
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Of note are the following payments:

1. \$9,000.00 to ADK Design Inc (pg #1) for bond refunds.
2. \$67,263.82 to Bestco UA (pg #2) for August retiree insurance.
3. \$22,590.16 to E. H. Wolf & Sons, Inc. (pg #3) for fuel inventory.
4. \$25,552.00 to Godfrey & Kahn S.C. (pg #4) for legal services regarding audit letter, Emerald Row, and redevelopment of lakefront site.
5. \$5,160.00 to Haskin & Karls (pg #5) for legal research relating to Lake Vista.
6. \$20,352.80 to Kafka Granite LLC (pg #6) for City Hall bump outs.
7. \$13,249.65 to Kansas City Life Insurance Co. (pg #6) for August disability insurance.
8. \$6,500.00 to Korndoerfer Homes, LLC (pgs #6 & 7) for bond refunds.
9. \$5,000.00 to La Macchia Holdings LLC (pg #7) for values discovery consulting. Project #17027.
10. \$165,202.26 to LaLonde Contractors Inc (pg #7) for Safe Routes to School - Phase 1. Project #20028.
11. \$15,582.97 to MADACC (pg #8) for 3rd quarter animal control operating costs.
12. \$131,465.01 to ModHome, LLC (pg #9) for bond refund.
13. \$50,361.18 to Oak Creek Water & Sewer (pg #9) for Bender Park sanitary sewer consultant work, Drexel Ave. storm water lift station, and quarterly invoice. Project #21018.
14. \$90,000.00 to Oakview Warehouse, LLC (pg #9) for bond refund.
15. \$5,115.74 to Plunkett Raysich Architects, LLP (pg #10) for professional services relating to Abendschein Park Pavilion, Project #22008.

-
16. \$10,000.00 to Riley Construction Company (pg #11) for bond refund.
 17. \$6,822.34 to Securian Financial Group, Inc. (pgs #11 & 12) for August employee life insurance.
 18. \$7,809.003 to SHI (pg #12) for multi-factor authorization.
 19. \$16,875.00 to Tyler Technologies, Inc. (pg #13) for consulting services.
 20. \$56,555.11 to US Bank (pgs #16 - 26) 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. \$11,656.84 to WE Energies (pg #14) for street lighting, electricity & natural gas.
 22. \$10,097.81 to WI Court Fines & Surcharges (pg #14) for June court fines
 23. \$10,535.99 to WI Dept. of Transportation (pg #14) for construction services relating to 6th Street Bridge design. Project #23008.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator/Comptroller

Attachments: 07/12/2023 Invoice GL Distribution Report



COMMON COUNCIL REPORT

Item: Authorizing payment of bills, debts and obligations.

Recommendation: That the Common Council adopt Resolution No. 12417-071823, a Resolution authorizing payment of bills, debts and obligations.

Fiscal Impact: There is no further fiscal impact other than potentially saving on interest charges or late fees.

- Critical Success Factor(s):**
- Active, Vibrant, and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe, and Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Common Council voted to hold only one meeting in the month of August 2023, on August 15, 2023. This leaves four weeks before the August 15, 2023 meeting and would put some of our bills past due if not paid. Per State Statute 62.12(6), "unless otherwise provided by law, City funds should be paid out only by authority of the Council." The attached resolution will allow the Finance Department to create a vendor summary report and cut and release checks as if there were still a meeting on August 1, 2023. At the August 15, 2023 meeting, we will provide the Council with a vendor summary report from August 1, as well as a vendor summary report for August 15.

Options/Alternatives: Hold all bills until August 15, 2023 and potentially incur interest charges or late fees.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Rory T. Vircks
Staff Accountant

Fiscal Review:

Maxwell Gagrin, MPA
Assistant City Administrator/Comptroller

Attachments: Resolution No. 12417-071823

RESOLUTION NO. 12417-071823

RESOLUTION AUTHORIZING PAYMENT OF BILLS, DEBTS AND OBLIGATIONS

WHEREAS, the Common Council has decided to cancel the Common Council meeting that had been scheduled for August 1, 2023; and,

WHEREAS, Wis. Stats §62.12(6) provides that “unless otherwise provided by law, City funds should be paid out only by authority of the Council”; and,

WHEREAS, City bills, debts and obligations may become delinquent because of the cancellation of the August 1, 2023, Common Council Meeting; and,

WHEREAS, Common Council desires to ensure that all bills, debts and obligations of the City are paid in a timely manner.

NOW THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the payment of City bills, debts and obligations that become due during the month of July 2023 to be paid in accordance with state and local law prior to the approval of the vendor summary report for the August 15, 2023, Common Council meeting.

BE IT FURTHER RESOLVED that any bills, debts and obligations that are paid pursuant to this Resolution after the July 18th vendor summary report has been approved, but prior to approval of the vendor summary report by the Common Council for the August 15th meeting be included in the vendor summary report for the August 15, 2023, Common Council meeting.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 18th day of July 2023.

Passed and adopted this ____ day of _____, 2023.

Kenneth Gehl, Common Council President

Approved this ____ day of _____, 2023.

Mayor Daniel Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____