



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

COMMON COUNCIL MEETING AGENDA

AUGUST 15, 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: 7/18/23

Recognition

4. **Council Proclamation:** Consider Council Proclamation No. 23-05, Congratulations to Colton B. Kabele for receiving the Eagle Scout Award (by Committee of the Whole).
5. **Resolution:** Consider Resolution No. 12426-081523, a Resolution of Commendation to Rick L. Gabriel, retiring Public Works Specialist (by Committee of the Whole).

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.

6. **Conditional Use Permit:** Consider a request submitted by Christopher Fink for a Conditional Use Permit for general office use on the properties at 7101 and 7115 S. Pennsylvania Ave. (1st District).
7. **Ordinance:** Consider Ordinance No. 3079, approving a Conditional Use Permit for general office use on the properties at 7101 and 7115 S. Pennsylvania Ave. (1st District).
8. **Rezone:** Consider a request submitted by Matias Chapa and Nicole Rolefson & Bernie and Carol Wiede to rezone a portion of the property at 9709 S. Howell Ave. from Rs-3, Single Family Residential to Rs-2, Single Family Residential (5th District).
9. **Ordinance:** Consider Ordinance No. 3080, rezoning a portion of the property at 9709 S. Howell Ave. from Rs-3, Single Family Residential to Rs-2, Single Family Residential (5th District).

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

New Business

10. **Motion:** Consider a *motion* to concur with the Celebrations Commission and designate Sunday, October 29, 2023, from 4:00 to 7:00 p.m. as the official City of Oak Creek “Trick or Treat” (by Committee of the Whole).

HEALTH

11. **Resolution:** Consider *Resolution* No. 12424-081523, approving the Memorandum of Understanding between the City of Oak Creek Health Department and the Cudahy Health Department for the provision of Reproductive Health Services (by Committee of the Whole).
12. **Resolution:** Consider *Resolution* No. 12425-081523, approving the Memorandum of Understanding, Business Associate Agreement and Qualified Service Organization Agreement between the City of Oak Creek Health Department and Community Medical Services for Peer Specialist Services on Quick Response Team overdose follow-up visits (by Committee of the Whole).

ENGINEERING

13. **Resolution:** Consider *Resolution* No. 12427-081523, approving the Royal Estates Development Agreement with OAK CREEK RESIDENCES, LLC for the design and construction of public improvements for the development located at 9102 S. 27th St. (Tax Key No. 878-9014) (Project Nos. 23053 and 23054) (6th District).
14. **Resolution:** Consider *Resolution* No. 12428-081523, releasing the developer from the Development Agreement for the Milo Thomas CSM (Tax Key No. 734-9027-000) (1st District).
15. **Resolution:** Consider *Resolution* No. 12429-081523, accepting the workmanship of J.H. Hassinger LLC, and authorizing final contract payment under Project No. 22009 (1st District).

LICENSE COMMITTEE

16. **Motion:** Consider a *motion* to approve the various license requests as listed on the 8/15/23 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

17. **Motion:** Consider a *motion* to approve the July 26, 2023 Vendor Summary Report in the amount of \$543,548.19 (by Committee of the Whole).
18. **Motion:** Consider a *motion* to approve the August 9, 2023 Vendor Summary Report in the amount of \$623,246.97 (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 NO. 23-05
CONGRATULATIONS TO
COLTON BRYCE KABELE
FOR RECEIVING THE EAGLE SCOUT AWARD

WHEREAS, the conferring of an Eagle Scout is one of the highest awards that can be bestowed upon a Boy Scout; and

WHEREAS, such award is an earned award in that the recipient must perform and successfully complete and pass the rigid requirements exacted to achieve an Eagle Scout Award; and

WHEREAS, less than four percent of all Scouts actually achieve this goal; and

WHEREAS, at a Court of Honor to be held at Gorney Park on Sunday, August 20, 2023, at 1:00 p.m., an Eagle Award will be conferred upon Colton Bryce Kabele; and

WHEREAS, as his Eagle Project, Colton chose to design and construct an observation deck with attached benches at Gorney Park in Caledonia; and

WHEREAS, with a fundraising goal of \$1,000, Colton sought out donations from several organizations around Oak Creek in addition to family, friends and the troop; and

WHEREAS, in addition to funds raised, Colton also received donations of building materials from the Village of Caledonia; and

WHEREAS, Colton coordinated the efforts of approximately 25 volunteers to assist with the planning and construction of the observation deck and benches, putting in a total of over 130 man-hours of work; and

WHEREAS, the addition of an observation deck with benches, located just off the walking path at the Gorney Park Pond, will provide park visitors with not only access to the pond, but also an area to stop, rest, and appreciate the peaceful setting.

WHEREAS, the Oak Creek Common Council wishes to recognize this noteworthy achievement of Colton Kabele.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Oak Creek hereby extend their congratulations to Eagle Scout Colton Bryce Kabele for having an Eagle Scout Award conferred upon him by the Boy Scouts of America.

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

Presented and adopted this 15th day of August, 2023.

Common Council President

ATTEST:

Mayor

City Clerk

VOTE: Ayes _____ Noes _____

RESOLUTION NO. 12426-081523

**RESOLUTION OF COMMENDATION
TO
RICK L. GABRIEL**

WHEREAS, Rick "Ricky" Gabriel began his employment with the City of Oak Creek on February 28, 2000 as an Equipment Operator; and

WHEREAS, Ricky Gabriel's position was reclassified to Equipment Operator II on January 17, 2016, and Public Works Specialist on June 26, 2022; and

WHEREAS, through his years with the City, Ricky was known to step in when needed and was always willing to tackle any project given to him; enjoying special projects that took him away from his day-to-day routine; and

WHEREAS, Ricky has been recognized for his snow plowing dedication and his assistance to Shepard Hills softball field project, where he managed the dirt trucks, placed and graded over 100 loads of dirt, and worked with the fencing contractor so as not to disrupt their operation; and

WHEREAS, Ricky became the "go-to" person for CDL training for new employees, driving with them to assess their abilities to drive a plow truck on route, training several individuals who went on to successfully pass their CDL test and be assigned their own plow routes within the same snow season; and

WHEREAS, Ricky Gabriel was a very effective employee during his years of service with the City of Oak Creek, answering many calls for service from the community and providing immeasurable service to the residents of Oak Creek; and

WHEREAS, Ricky is retiring from his position of Public Works Specialist with the City of Oak Creek Department of Public Works effective August 4, 2023, completing 23 years 6 months of full-time service to the City of Oak Creek.

NOW, THEREFORE, BE IT RESOLVED that the best wishes for good health and happiness be extended to Ricky and his family in his retirement years.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and the City Clerk be and is hereby directed to transmit a suitable copy thereof to Rick Gabriel.

Passed and adopted this 15th day of August, 2023.

President, Common Council

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes ____ Noes _____

TO BE PUBLISHED JULY 5 & 12, 2023

OFFICIAL NOTICE

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

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Christopher Fink for a Conditional Use Permit for general office use on the properties at 7101 & 7115 S. Pennsylvania Ave.

Hearing Date: August 15, 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): Christopher Fink

Property Owner(s): Christopher Fink

Property Location(s): 7101 & 7115 S. Pennsylvania Ave.

Tax Key(s): 768-0001-001 & 768-0002-000

Legal Description:

Part of Lot 1 of Map of SOUTH VIEW, being a part the Northeast 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Northwest 1/4 Section; thence S0°18'21"W along the East line of said 1/4 Section, 165.01 feet; thence S88°52'25"W, 40.01 feet to a point in the West right of way of S. Pennsylvania Avenue, said point also being the Southeast corner of Lot 1 of the Map of South View and the point of beginning of lands to be described; thence continuing S88°52'25"W along the South line of said Lot 1, 289.99 feet to the Southwesterly corner of said Lot 1 and a point in the East line of Certified Survey Map No. 5370; thence N0°18'21"E along the West line of said Lot 1 and the East line of Certified Survey Map No. 5370, 105.00 feet to a point in the South right of way of W. Rawson Avenue; thence N88°52'25"E along said South right of way line, 221.52 feet; thence N80°37'46"E along said South right of way line, 39.27 feet; thence S56°02'00"E along said South right of way line, 6.69 feet; thence N88°52'25"E along said South right of way line, 2.28 feet; thence S26°21'34"E along said South right of way line, 48.62 feet to a point in the West right of way of S. Pennsylvania Avenue; thence S0°18'21"W along said West right of way line, 50.00 feet to the point of beginning.

Said lands containing 29,505 sq. ft. or 0.677 acres of land, more or less. (Lot 1 of a CSM to be recorded).

The Common Council has scheduled other public hearings for August 15, 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 change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: June 28, 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 414-766-7000, or by writing to City Hall, 8040 South 6th Street, Oak Creek, Wisconsin 53154.

COMMON COUNCIL REPORT

- Item:** Rezone and Conditional Use Permit - 7101 & 7115 S. Pennsylvania Ave. - Christopher Fink
- Recommendation:** That the Council considers Ordinance 3079, an ordinance to approve a Conditional Use Permit for general office use on the properties at 7101 & 7115 S. Pennsylvania Ave. (1st Aldermanic District)
- Fiscal Impact:** Approval of the request is one of two (2) required steps in the entitlement process that will allow for the use of the properties (combined by CSM) as partial office space and partial dwelling unit within the existing building. No immediate fiscal impact is anticipated with this request; however, positive fiscal impacts would be in the form of review and permitting fees. These properties are not currently 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 & Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicant is requesting recommendation of approval of a Conditional Use Permit for a general office use on the properties at 7101 & 7115 S. Pennsylvania Ave. General office uses are Conditional Uses in the B-2, Community Business district. Council will recall that a Certified Survey Map to combine the properties was recommended for, and ultimately received, approval (May 2, 2023).

Per the submitted narrative, the request is to utilize the first floor of the existing home for an office, restroom, and meeting room for the owner's painting business. The second floor would remain as an apartment for the owner. Up to four (4) employees, including the owner, could be at the site during normal operating hours (9:00 AM – 5:00 PM), with six (6) vehicles associated with the business parked in the proposed parking lot (part of the Site & Building Plan Review in the next agenda item). No customers are anticipated to be onsite as the business performs all painting work remotely, including deliveries of materials to the contract sites. No outdoor storage has been requested, and staff do not support any outdoor storage at this location.

Minimum parking requirements for general office uses are calculated at one (1) stall for every 300 square feet. This equates to two (2) total parking stalls for the business, with an additional enclosed parking space for the apartment. Per Code, the parking lot shall not exceed the required number of stalls by more than 20%, or three (3) stalls for this application. An existing garage on the property may be utilized to meet requirements. Plans submitted as part of the application show six (6) parking stalls.

After careful consideration at their June 13 & 27, 2023 meetings, the Plan Commission recommended Common Council approval of the request subject to attached Conditions and Restrictions.

Options/Alternatives: Council has the discretion to approve or not approve the proposed Conditional Use Permit request. Per Section 17.0804(e)(3) of the Municipal Code: A conditional use permit may be granted upon finding in the review of the application that all applicable use specific provisions per Article 4 of [this] Zoning Ordinance as well as the following criteria are met. A negative finding of fact on any of the following criteria shall require a negative vote on the application as a whole.

- o Section 17.0804(e)(3)(a) - The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
- o Section 17.0804(e)(3)(b) - The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- o Section 17.0804(e)(3)(c) - Adequate utilities, access roads, drainage, parking supply, internal circulation improvements, including but not limited to vehicular, pedestrian, bicycle, and other necessary site improvements have been or are being provided.
- o Section 17.0804(e)(3)(d) - Measures have been or will be taken to provide adequate ingress and egress and designed to minimize traffic congestion and to ensure public safety and adequate traffic flow, both on-site and on the public streets.
- o Section 17.0804(e)(3)(e) - The conditional use conforms to all applicable regulations of the district in which it is located.

Should the Council determine that the proposed request for a Conditional Use Permit on the properties at 7101 & 7115 S. Pennsylvania Ave. is acceptable, the suggested motion is to approve Ordinance 3079 as stated. The approval would allow for the project to proceed to the Site & Building Plan Review stage.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagiu, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments: Location Map

Ord. 3079

Narrative & Emails (4 pages)

Concept Site Plan (1 page)

Draft Conditions and Restrictions (5 pages)

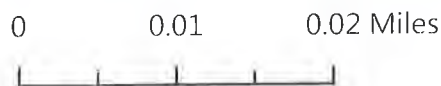
Excerpted Plan Commission Minutes (4 pages)

Location Map

7101 & 7115 S. Pennsylvania Ave.



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



Legend

- Zoning
- Official Street Map
- Floodway
- Flood Fringe
- 7101 & 7115 S. Pennsylvania Ave.
- Parcels

ORDINANCE NO. 3079

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR GENERAL OFFICE USE ON THE PROPERTIES AT 7101 & 7115 S. PENNSYLVANIA AVE.

(1st Aldermanic District)

WHEREAS, CHRISTOPHER FINK has applied for a Conditional Use Permit that would allow for general office use on the properties at 7101 & 7115 S. Pennsylvania Ave.; and

WHEREAS, the property is more precisely described as follows:

Part of Lot 1 of Map of SOUTH VIEW, being a part the Northeast 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Northwest 1/4 Section; thence S0°18'21"W along the East line of said 1/4 Section, 165.01 feet; thence S88°52'25"W, 40.01 feet to a point in the West right of way of S. Pennsylvania Avenue, said point also being the Southeast corner of Lot 1 of the Map of South View and the point of beginning of lands to be described; thence continuing S88°52'25"W along the South line of said Lot 1, 289.99 feet to the Southwesterly corner of said Lot 1 and a point in the East line of Certified Survey Map No. 5370; thence N0°18'21"E along the West line of said Lot 1 and the East line of Certified Survey Map No. 5370, 105.00 feet to a point in the South right of way of W. Rawson Avenue; thence N88°52'25"E along said South right of way line, 221.52 feet; thence N80°37'46"E along said South right of way line, 39.27 feet; thence S56°02'00"E along said South right of way line, 6.69 feet; thence N88°52'25"E along said South right of way line, 2.28 feet; thence S26°21'34"E along said South right of way line, 48.62 feet to a point in the West right of way of S. Pennsylvania Avenue; thence S0°18'21"W along said West right of way line, 50.00 feet to the point of beginning.

Said lands containing 29,505 sq. ft. or 0.677 acres of land, more or less.

(Lot 1 of a CSM to be recorded).

WHEREAS, the Plan Commission has reviewed this proposal and has recommended that the Conditional Use be approved; and

WHEREAS, the Common Council held a public hearing on this matter on August 15, 2023, at which time all interested parties appeared and were heard; and

WHEREAS, the Plan Commission had recommended that the application for a Conditional Use be approved and authorized subject, however, to the imposition of certain Conditions and Restrictions upon the design, construction, location and operation of this Conditional Use, and which Conditions and Restrictions are incorporated by reference into the Conditional Use Permit; and

WHEREAS, following said public hearing and upon recommendation of approval of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the Conditional Use were approved and authorized for the lands

hereinabove described, subject, however, to the imposition of certain Conditions and Restrictions on the design, construction, location and operation of the Conditional Use.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Building Commissioner is hereby authorized to grant a Conditional Use Permit for general office use on the properties at 7101 & 7115 S. Pennsylvania Ave., which shall include the aforementioned Conditions and Restrictions.

SECTION 2: The Conditional Use is subject to the aforementioned Conditions and Restrictions on the design, location, construction and operation of the Conditional Use for the general office use on the properties at 7101 & 7115 S. Pennsylvania Ave.

SECTION 3: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 4: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 5: This Ordinance shall take effect and be in force from and after its passage and publication.

Passed and adopted this 15th day of August, 2023.

President, Common Council

Approved this 15th day of August, 2023.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT A: CONDITIONS AND RESTRICTIONS

City of Oak Creek – Conditional Use Permit (CUP) Conditions and Restrictions		
Applicant:	Christopher Fink	Approved by Plan Commission: 6-27-23
Property Address(es):	7101 & 7115 S Pennsylvania Ave	Approved by Common Council: 8-15-23
Tax Key Number(s):	768-0002-000 & 768-0001-001	(Ord 3079)
Conditional Use:	General Office (1)	

1 LEGAL DESCRIPTION

Part of Lot 1 of Map of SOUTH VIEW, being a part the Northeast 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Northwest 1/4 Section; thence S0°18'21"W along the East line of said 1/4 Section, 165.01 feet; thence S88°52'25"W 40.01 feet to a point in the West right of way of S Pennsylvania Avenue, said point also being the Southeast corner of Lot 1 of the Map of South View and the point of beginning of lands to be described; thence continuing S88°52'25"W along the South line of said Lot 1, 289.99 feet to the Southwesterly corner of said Lot 1 and a point in the East line of Certified Survey Map No. 5370; thence N0°18'21"E along the West line of said Lot 1 and the East line of Certified Survey Map No. 5370, 105.00 feet to a point in the South right of way of W. Rawson Avenue; thence N88°52'25"E along said South right of way line, 221.52 feet; thence N80°37'46"E along said South right of way line, 39.27 feet; thence S56°02'00"E along said South right of way line, 6.69 feet; thence N88°52'25"E along said South right of way line, 2.28 feet; thence S26°21'34"E along said South right of way line, 48.62 feet to a point in the West right of way of S. Pennsylvania Avenue; thence S0°18'21"W along said West right of way line, 50.00 feet to the point of beginning.

Said lands containing 29,505 sq. ft. or 0.677 acres of land, more or less

(Lot 1 of a CSM to be recorded).

2 REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

- A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect.
- B. A precise detailed site plan for the area affected by the Conditional Use Permit shall be submitted to and approved by, the Plan Commission as part of Site and Building Plan Review prior to the issuance of any permits for each phase. This plan shall show and describe the following as applicable:

- 1) **General Development Plan**
 - a) Detailed building/structure location(s) with setbacks
 - b) Square footage of all buildings/structures
 - c) Area(s) for future expansion/phases
 - d) Area(s) to be paved
 - e) Access drive(s) (width and location)
 - f) Sidewalk location(s)
 - g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number & type(s) of dwellings
 - iii) Number of all parking spaces
 - iv) Dimensions
 - v) Setbacks
 - h) Location(s) of loading berth(s)
- 2) **Landscape Plan**
 - 1) Screening plan, including parking lot screening/berming
 - 2) Number, initial & mature sizes, and types of plantings
 - c) Percentage open/green space
- 3) **Building Plan**
 - a) Architectural elevations (w/dimensions)
 - b) Building floor plans (w/dimensions)
 - c) Materials of construction (including colors)
- 4) **Lighting Plan**
 - a) Types & color of fixtures
 - b) Mounting heights
 - c) Types & color of poles
 - d) Photometrics of proposed fixtures
- 5) **Grading, Drainage and Stormwater Management Plan**

EXHIBIT A: CONDITIONS AND RESTRICTIONS (CONT'D)

- i) Location of sanitary sewer (existing & proposed)
- j) Location of water (existing & proposed)
- k) Location of storm sewer (existing & proposed)
- l) Location(s) of wetlands (field verified)
- m) Location(s) and details of signs
- n) Location(s) and details of proposed fences/gates
- 1. Contours (existing & proposed)
- 2. Location(s) of storm sewer (existing and proposed)
- 3. Location(s) of stormwater management structures and basins (if required)
- 6) Fire Protection
 - a) Location(s) of existing & proposed fire hydrants
 - b) Interior floor plan(s)
 - c) Materials of construction
 - d) Materials to be stored (interior & exterior)
- C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building or occupancy permit.
- D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.
- E. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- G. The Certified Survey Map approved by the Common Council on May 2, 2023 shall be submitted for recording with the Milwaukee County Register of Deeds prior to issuance of any permit for the property.
- H. A landscaping and screening plan must be submitted for review and approval by the Plan Commission prior to the commencement of operations for the general office use.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to one (1) general office within the existing building on the property, those allowed by the B-2, Community Business zoning district, these Conditions and Restrictions, all Plan Commission approvals, and all applicable Sections of the Municipal Code (as amended).
- B. A Life Safety Plan in conformance with all applicable Fire, Building, and Municipal Code (as amended) requirements shall be submitted and approved prior to issuance of Occupancy or other permits for the property.
- C. All new or modified accessory buildings or structures shall meet all applicable Sections of the Municipal Code (as amended), and obtain applicable permits prior to installation, construction, or modification.
- D. A maximum of six (6) striped parking stalls shall be allowed on the property in the location approved by the Plan Commission as part of Site and Building Plan Review. All new or modified parking areas shall meet all applicable Sections of the Municipal Code (as amended).
- E. A maximum of six (6) vehicles associated with the business shall be parked in the striped, designated

EXHIBIT A: CONDITIONS AND RESTRICTIONS (CONT'D)

stalls in the location approved by the Plan Commission as part of Site and Building Plan Review. All vehicles shall be currently licensed and operable.

- F. Landscaping and screening per all applicable Sections of the Municipal Code (as amended) shall be required for all sides of the parking area, and shall be included in the landscape plans to be reviewed and approved by the Plan Commission as part of Site and Building Plan Review.
- G. There shall be no outdoor storage of vehicles not associated with the business or residence, equipment, merchandise, parts, supplies, or any other materials on the property.
- H. Hours of operation for the business shall be between 9:00 AM and 5:00 PM.
- I. Signs shall meet all applicable Sections of the Municipal Code (as amended). All signs shall obtain Sign Permits prior to installation or modification.
- J. All applicable permits, including, but not limited to, building, paving, grading and erosion control, green infrastructure and/or stormwater, signs, lighting, occupancy shall be issued as required prior to operation of the business and occupancy of the commercial portion of the building.
- K. The number, size, location and screening of appropriate solid waste collection units shall be in conformance with plans approved by the Plan Commission. All trash and recycling containers shall be located within an enclosure per all applicable Sections of the Municipal Code (as amended).
- L. Solid waste collection and recycling shall be the responsibility of the owner.
- M. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

- A. Parking is restricted to six (6) stalls for vehicles associated with the business in striped and designated stalls in the location approved by the Plan Commission as part of Site and Building Plan Review. See Section 3 above.
- B. Access to the property shall be limited to the existing driveway off Rawson Avenue as permitted by the Milwaukee County Department of Transportation and the existing driveway off Pennsylvania Ave. Any modification or relocation to these access drives shall be in conformance with all permitting requirements and applicable Sections of the Municipal Code (as amended).
- C. Parking and any modifications to the existing access for this development shall be provided in accordance with Sections 17.0501 and 17.0503 of the Municipal Code (as amended), these Conditions and Restrictions (see Section 3 above), and plans approved by the Plan Commission.

5. LIGHTING

- A. All plans for new outdoor lighting shall be reviewed and approved by the Plan Commission and Electrical Inspector in accordance with Sec. 17.0509 of the Municipal Code (as amended).
- B. All light sources shall be fully shielded full cutoff fixtures directed downward.
- C. The color temperature of all outdoor fixtures shall be limited to a maximum of 3,500 Kelvins.

EXHIBIT A: CONDITIONS AND RESTRICTIONS (CONT'D)

6 BULK AND DIMENSIONAL REQUIREMENTS SETBACKS

<i>Lot Standards (Minimum)</i>	
Lot Area	10,000 sq ft
Lot Width	75 ft
<i>Yard Setbacks (Minimum) (1)</i>	
Front	25 ft
Street Facing Side	25 ft
Interior Side	20 ft
Rear	25 ft
<i>Building Standards (Maximum)</i>	
Height of Pnncipal Building(s)	45 ft
Building Coverage	40%
Lot Coverage/Maximum Impervious Surface Area	70%
<i>Parking</i>	
Vehicles Associated with the Business	Min. 15 ft from ROW
Transition & Required Landscape Areas	See Sec 17 0505
<i>Notes:</i>	
(1) Setbacks from wetlands shall be a minimum of fifteen (15) feet with a five (5) foot undisturbed buffer	

7 TIME OF COMPLIANCE

The operator of the Conditional Use Permit shall commence work in accordance with these Conditions and Restrictions within twelve (12) months from the date of adoption of the ordinance authorizing this Conditional Use Permit. This Conditional Use Permit approval shall expire twelve (12) months after the date of adoption of the ordinance if building permits have not been issued for this use. The applicant shall re-apply for Conditional Use Permit approval prior to recommencing work or construction.

8 DURATION OF CONDITIONAL USE PERMIT

This Conditional Use Permit is limited in duration to two (2) years from the date of issuance of the Conditional Use Permit. The owner may apply for an extension of this Conditional Use Permit. The process for extension of the Conditional Use Permit shall follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

9 OTHER REGULATIONS

Compliance with all other applicable City, State, DNR and Federal regulations, laws, Code, ordinances and orders, as amended, not heretofore stated or referenced, is mandatory.

10 VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use Permit is convicted of two or more violations of these Conditions and Restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of

EXHIBIT A: CONDITIONS AND RESTRICTIONS (CONT'D)

paragraph 11 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other City ordinances.

11. REVOCAION

Should an applicant, their heirs, successors or assigns, fail to comply with the Conditions and Restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use Permit as set forth in Section 17.0804 of the Municipal Code (as amended).

12. ACKNOWLEDGEMENT

The approval and execution of these Conditions and Restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these Conditions and Restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns.

Owner / Authorized Representative Signature

Date

(please print name)

PLAN COMMISSION APPLICATION

NARRATIVE DESCRIBING THE PROPOSAL FOR SITE PLAN REVIEW AND CONDITIONAL USE PERMIT

The owner of 7101 and 7115 S. Pennsylvania Avenue, Christopher Fink, is seeking to combine these two lots. There is currently a house and garage on the site, as can be seen on the site plan and CSM. These will remain as is. The landscaping, driveway, and enclosed as outlined on the site plan will remain as is.

The above-ground floor (second floor) of the house will serve as a 600 square foot, 2-bedroom 1-bathroom apartment.

The ground floor (first floor) will serve as a 700 square foot general office suite for a painting business with an office, meeting room for employees, and bathroom. The painting business has a total of 3 employees and operates during the hours of 9:00 a.m. to 5:00 p.m., however, no customers will be coming on site as the office is only for employees.

Kari Papelbon

From: Kari Papelbon
Sent: Tuesday, May 9, 2023 4:06 PM
To: 'paint1fink@gmail.com'; 'Jason J. Heinen'
Cc: Literski & Rogaczewski; Doug Seymour
Subject: Oak Creek Plan Commission Applications

Good afternoon.

Staff meet late last week to discuss the proposed Conditional Use Permit and site plans for the properties at 7101 & 7115 S. Pennsylvania Ave., and had the following questions/comments:

- No outdoor storage requested, none to be approved.
- Max. parking stalls allowed = 3-4; 6 requested.
- Partial driveway on west to be removed.
- Code requires min. 24-foot-wide driveway at property line for commercial developments.
- Parking lot
 - Perimeter landscaping required at minimum depth of 15 feet.
 - Min. planting height for parking lot screening = 3 feet.
 - Landscape plans missing requirements per Sec. 17.0505(e).
 - No details provided for landscaping on south as referenced on civil plans; Transition Area C required.
- Site plan refers to landscape plan for items, but are not included on the landscape plan.
- What are the “carts” behind the 4-foot-tall wood fence on the west side of the building?
- No tree inventory and preservation/replacement plan provided.
- Existing trash enclosure does not meet Code requirements of Sec. 17.0506(a).
- No outdoor lighting provided.
- Sign on north elevation proposed to be max. 30 sf (unlit), but graphic does not include dimensions.
- Life safety plan required.
- All permits required.

I will be out of the office Wednesday, May 10 – Friday, May 12, but please feel free to email updated plans/info during that time.



Kari Papelbon, CFM, AICP • Senior Planner
City of Oak Creek • Community Development

8040 South 6th Street • Oak Creek, WI 53154

Direct: 414-766-7027

Email: kpapelbon@oakcreekwi.gov

Pronouns: she/her/hers



Kari Papelbon

From: Jason J. Heinen <attyheinen@knutsonlawfirm.com>
Sent: Tuesday, May 2, 2023 3:06 PM
To: Kari Papelbon
Cc: Literski & Rogaczewski
Subject: [EXTERNAL] RE: Application Submissions for 7101 & 7115 S. Pennsylvania Ave.

Follow Up Flag: Follow up
Flag Status: Flagged

Kari & Greg,

Our responses to your latest email is below in **RED**.

My client is very hopeful this resolves all remaining issues. He has expended several tens of thousands of dollars on improving this property and will spend several thousand more to accomplish these plans. The building and land he purchased was in a horrible condition, as you should know, and he has done tons to improve the property. He has found little to no collaborative help from the City and he is getting to the point where he will simply walk away from this and refuse to spend any further time or money on the property. I am making you both aware of this so that you can properly temper your expectations/demands for anything further.

Sincerely,

Jason J. Heinen
Attorney at Law
THE LAW OFFICES OF MARK S. KNUTSON, S.C.

[14170 West Greenfield Avenue](#)
[Brookfield, WI 53005](#)
[262-785-9000](#) Office
[920-851-6045](#) Cellular
[262-785-9030](#) Facsimile
[www.knutsonlawfirm.com](#)

~Helping You At The Important Times of Your Life~

The contents of this e-mail message and any attachments are intended solely for the addressee(s) named in this message. This communication is intended to be and to remain confidential and may be subject to applicable attorney/client and/or work product privileges. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and its attachments. Do not deliver, distribute or copy this message and/or any attachments and if you are not the intended recipient, do not disclose the contents or take any action in reliance upon the information contained in this communication or any attachments.

From: Kari Papelbon <kpapelbon@oakcreekwi.gov>
Sent: Friday, April 21, 2023 12:37 PM
To: Jason J. Heinen <attyheinen@knutsonlawfirm.com>

Cc: Literski & Rogaczewski <literskirog@att.net>

Subject: Application Submissions for 7101 & 7115 S. Pennsylvania Ave.

Good afternoon.

We received a letter dated April 10, 2023 with additional information regarding the applications for the properties at 7101 & 7115 S. Pennsylvania Ave. Staff have the following comments and questions:

- The life safety plan that is required must be submitted. Please coordinate with the Fire Department. We unable to provide recommendations regarding architects unwilling to provide such a plan. **We continue to try, but cannot find anyone. As soon as we do, we will get it done and get it over to the fire department.**
- Where will the paint and materials used for the business be stored? The amount of paint and storage locations/methods will be of concern for the Fire Department. No outdoor storage will be allowed. **No paint stored on site, all is delivered and stored to the job site per that job. He does not store paint, which he used to do years ago, but the problem is that at the end of the job the business would end up with all kinds of extra paint it does not need. So no paint is stored on site.**
- If there are a total of four (4) employees, including the landowner and resident of the property, with no plans for onsite customer vehicles, why are six (6) parking stalls required? If there are seven (7) vehicles for the business, why are six (6) parking stalls requested? **We need the 6 for the additional vehicles that at times get parked on-site. Not all vehicles in the business's fleet will be on site though, often employees or subcontractors take vehicles home. Thus that is why 6 stalls would be ideal.**
- Please provide written approval from Milwaukee County regarding the access from Rawson Ave. **The County tells us we do not need a permit (I will forward their email to you), but we will work with Vernon to obtain some written statement of approval from them and will provide as soon as we receive it.**
- We have not received the required landscape plans, the tree inventory and replacement plan, full grading plans, elevations and details for the trash enclosure, or sign plans (including the elevation on which the sign is to be place, the details for the sign itself, and the calculation of the wall area on which the sign is placed to determine conformance with Code requirements). There was not a graphic of the sign included with the letter. **Attached please find the Landscape plans from the Landscape company. You should have the green infrastructure plan (I have attached to this email as well). No grading is being done. Once we find an architect, we will have them provide plans for the trash enclosure as well. As for the sign, please see the graphic of the sign attached. Not sure what further details you want. I don't see anything in the Code regarding materials or elevation. There will be no lighting. The dimensions of the wall are 36' x 15.5', but my understanding from the Code (section 17.0604) is that the largest we can go is 30 square feet on a permanent wall sign, which is what he would like to do. It will not protrude above the highest roofline or the top of the parapet wall or mansard roof, it will not cover any architectural features, it will not be affixed to any HVAC or elevator, it will not be more than 12' from the Wall, and it will be the only sign. Please let me know if there is something we are missing here.**
- The submitted site plan is missing parking stalls and dimensions, setbacks for the parking stalls, dimensions for all impervious areas (including driveway widths) and calculations to determine conformance to green space requirements, and bike parking areas referenced in the letter. **Attached please find the revised site plan. The parking stalls were shown on the one I sent previously, we are not sure what more you want for dimensions of all impervious areas, but we did add driveway widths. Green Space calculations are in there. There is nothing in the letter regarding bike parking.**
- Please provide the height of the chain-link fence on the property. **54 inches (4 and ½ feet) tall.**
- It will be staff's recommendation that the area identified on the northwest portion of the plans as "concrete" be removed. **That is fine; do you need that changed in the site plan for that in some way or are you just notifying us that we will have to do that work after approval? The site plan does show that it will be removed.**

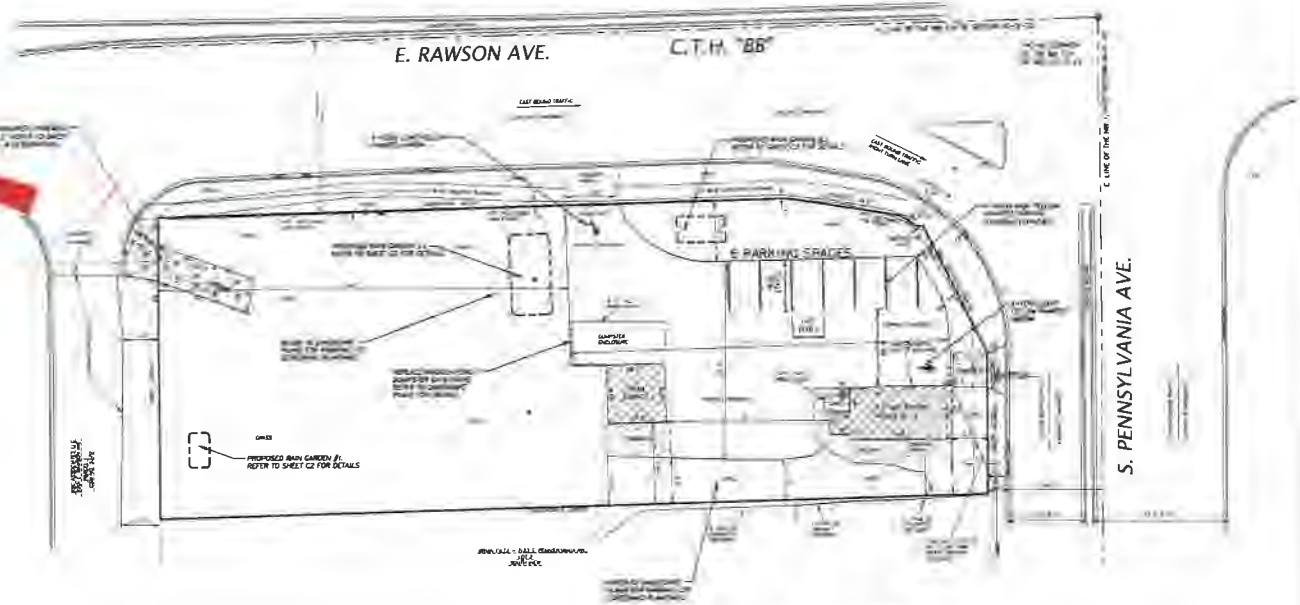
Kari Papelbon, CFM, AICP • Senior Planner
City of Oak Creek • Community Development

8040 South 6th Street • Oak Creek, WI 53154
Direct: 414-766-7027

SITE LOCATION MAP
(NOT TO SCALE)



Note: Refer Sheet C2 for Erosion Control, Grading and Green Infrastructure Plans.



Green Space Calculation:
Total Property Area = 29,505 sq ft / 0.6773 ac.

Pre-Development Impervious Area = 2,785 sq. ft / 0.0639 ac
Pre-Development Green Space Area = 26,720 sq. ft. / 0.6134 ac
Pre-Development Green Space Area Percentage = 90.6%

Post Development Impervious Area = 9,418 sq. ft. / 0.26162 ac
Post Development Green Space Area = 20,087 sq. ft. / 0.4611 ac
Post Development Green Space Area Percentage = 68.1%

LEGEND	
AIR CONDITIONING UNIT	AC
CATCH BASIN/INLET	CB
CLVERT INLET/OUTLET	CI
ELECTRIC METER	EM
GAS METER	GM
GUARD POST	GP
SEWER MANHOLE	SM
TRAFFIC SIGNAL	TS
FIRE HYDRANT	FH
PROPERTY LINE	---
OVERHEAD WIRE	—X—X—



SCALE 1" = 20'



NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Park Washington Rd., Mequon, Wisconsin, 53092
(800) 241-9400 • FAX: (800) 241-9337
www.NorthShoreEngineering.net

CITY OF OAK CREEK			
7101 & 7115 S. PENNSYLVANIA AVENUE			
SITE REMEDIATION PLAN			
DESIGNED	J W H	DRAWN	J M B
DATE	04-05-2023	CHECKED	J W H
SCALE	H: 1" = 20'	SHEET	
PROJECT	LS-5066	C1	
		of 2	

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

Applicant: Christopher Fink
Property Address(es): 7101 & 7115 S. Pennsylvania Ave.
Tax Key Number(s): 768-0002-000 & 768-0001-001
Conditional Use: **General Office (1)**

Approved by Plan Commission: 6-27-23
Approved by Common Council: TBD
(Ord. 3079)

1. LEGAL DESCRIPTION

Part of Lot 1 of Map of SOUTH VIEW, being a part the Northeast 1/4 of the Northwest 1/4 of Section 10, Town 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Northwest 1/4 Section; thence S0°18'21"W along the East line of said 1/4 Section, 165.01 feet; thence S88°52'25"W, 40.01 feet to a point in the West right of way of S. Pennsylvania Avenue, said point also being the Southeast corner of Lot 1 of the Map of South View and the point of beginning of lands to be described; thence continuing S88°52'25"W along the South line of said Lot 1, 289.99 feet to the Southwesterly corner of said Lot 1 and a point in the East line of Certified Survey Map No. 5370; thence N0°18'21"E along the West line of said Lot 1 and the East line of Certified Survey Map No. 5370, 105.00 feet to a point in the South right of way of W. Rawson Avenue; thence N88°52'25"E along said South right of way line, 221.52 feet; thence N80°37'46"E along said South right of way line, 39.27 feet; thence S56°02'00"E along said South right of way line, 6.69 feet; thence N88°52'25"E along said South right of way line, 2.28 feet; thence S26°21'34"E along said South right of way line, 48.62 feet to a point in the West right of way of S. Pennsylvania Avenue; thence S0°18'21"W along said West right of way line, 50.00 feet to the point of beginning.

Said lands containing 29,505 sq. ft. or 0.677 acres of land, more or less.

(Lot 1 of a CSM to be recorded).

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. All requirements of the City of Oak Creek Municipal Code, as amended, are in effect.

B. A precise detailed site plan for the area affected by the Conditional Use Permit shall be submitted to, and approved by, the Plan Commission as part of Site and Building Plan Review prior to the issuance of any permits for each phase. This plan shall show and describe the following as applicable:

1) General Development Plan

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion/phases
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number & type(s) of dwellings
 - iii) Number of all parking spaces
 - iv) Dimensions
 - v) Setbacks
- h) Location(s) of loading berth(s)

2) Landscape Plan

- 1. Screening plan, including parking lot screening/berming
- 2. Number, initial & mature sizes, and types of plantings
- c) Percentage open/green space

3) Building Plan

- a) Architectural elevations (w/dimensions)
- b) Building floor plans (w/dimensions)
- c) Materials of construction (including colors)

4) Lighting Plan

- a) Types & color of fixtures
- b) Mounting heights
- c) Types & color of poles
- d) Photometrics of proposed fixtures

5) Grading, Drainage and Stormwater Management Plan

- i) Location of sanitary sewer (existing & proposed)
 - j) Location of water (existing & proposed)
 - k) Location of storm sewer (existing & proposed)
 - l) Location(s) of wetlands (field verified)
 - m) Location(s) and details of sign(s)
 - n) Location(s) and details of proposed fences/gates
- 1. Contours (existing & proposed)
 - 2. Location(s) of storm sewer (existing and proposed)
 - 3. Location(s) of stormwater management structures and basins (if required)
- 6) Fire Protection**
- a) Locations of existing & proposed fire hydrants
 - b) Interior floor plan(s)
 - c) Materials of construction
 - d) Materials to be stored (interior & exterior)

C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building or occupancy permit.

D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.

E. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.

F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

G. The Certified Survey Map approved by the Common Council on May 2, 2023 shall be submitted for recording with the Milwaukee County Register of Deeds prior to issuance of any permit for the property.

H. A landscaping and screening plan must be submitted for review and approval by the Plan Commission prior to the commencement of operations for the general office use.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

A. Uses allowed on this property shall be limited to one (1) general office within the existing building on the property, those allowed by the B-2, Community Business zoning district, these Conditions and Restrictions, all Plan Commission approvals, and all applicable Sections of the Municipal Code (as amended).

B. A Life Safety Plan in conformance with all applicable Fire, Building, and Municipal Code (as amended) requirements shall be submitted and approved prior to issuance of Occupancy or other permits for the property.

C. All new or modified accessory buildings or structures shall meet all applicable Sections of the Municipal Code (as amended), and obtain applicable permits prior to installation, construction, or modification.

D. A maximum of six (6) striped parking stalls shall be allowed on the property in the location approved by the Plan Commission as part of Site and Building Plan Review. All new or modified parking areas shall meet all applicable Sections of the Municipal Code (as amended).

E. A maximum of six (6) vehicles associated with the business shall be parked in the striped, designated

stalls in the location approved by the Plan Commission as part of Site and Building Plan Review. All vehicles shall be currently licensed and operable.

- F. Landscaping and screening per all applicable Sections of the Municipal Code (as amended) shall be required for all sides of the parking area, and shall be included in the landscape plans to be reviewed and approved by the Plan Commission as part of Site and Building Plan Review.
- G. There shall be no outdoor storage of vehicles not associated with the business or residence, equipment, merchandise, parts, supplies, or any other materials on the property.
- H. Hours of operation for the business shall be between 9:00 AM and 5:00 PM.
- I. Signs shall meet all applicable Sections of the Municipal Code (as amended). All signs shall obtain Sign Permits prior to installation or modification.
- J. All applicable permits, including, but not limited to, building, paving, grading and erosion control, green infrastructure and/or stormwater, signs, lighting, occupancy shall be issued as required prior to operation of the business and occupancy of the commercial portion of the building.
- K. The number, size, location and screening of appropriate solid waste collection units shall be in conformance with plans approved by the Plan Commission. All trash and recycling containers shall be located within an enclosure per all applicable Sections of the Municipal Code (as amended).
- L. Solid waste collection and recycling shall be the responsibility of the owner.
- M. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

- A. **Parking is restricted to six (6) stalls for vehicles associated with the business in striped and designated stalls in the location approved by the Plan Commission as part of Site and Building Plan Review. See Section 3 above.**
- B. **Access to the property shall be limited to the existing driveway off Rawson Avenue as permitted by the Milwaukee County Department of Transportation and the existing driveway off Pennsylvania Ave. Any modification or relocation to these access drives shall be in conformance with all permitting requirements and applicable Sections of the Municipal Code (as amended).**
- C. **Parking and any modifications to the existing access for this development shall be provided in accordance with Sections 17.0501 and 17.0503 of the Municipal Code (as amended), these Conditions and Restrictions (see Section 3 above), and plans approved by the Plan Commission.**

5. LIGHTING

- A. **All plans for new outdoor lighting shall be reviewed and approved by the Plan Commission and Electrical Inspector in accordance with Sec. 17.0509 of the Municipal Code (as amended).**
- B. **All light sources shall be fully shielded full cutoff fixtures directed downward.**
- C. **The color temperature of all outdoor fixtures shall be limited to a maximum of 3,500 Kelvins.**

6. BULK AND DIMENSIONAL REQUIREMENTS, SETBACKS

Lot Standards (Minimum)	
Lot Area	10,000 sq ft
Lot Width	75 ft
Yard Setbacks (Minimum) (1)	
Front	25 ft
Street Facing Side	25 ft
Interior Side	20 ft
Rear	25 ft
Building Standards (Maximum)	
Height of Principal Building(s)	45 ft
Building Coverage	40%
Lot Coverage/Maximum Impervious Surface Area	70%
Parking	
Vehicles Associated with the Business	Min. 15 ft from ROW
Transition & Required Landscape Areas	See Sec. 17.0505
Notes:	
(1) Setbacks from wetlands shall be a minimum of fifteen (15) feet with a five (5) foot undisturbed buffer.	

7. TIME OF COMPLIANCE

The operator of the Conditional Use Permit shall commence work in accordance with these Conditions and Restrictions within twelve (12) months from the date of adoption of the ordinance authorizing this Conditional Use Permit. This Conditional Use Permit approval shall expire twelve (12) months after the date of adoption of the ordinance if building permits have not been issued for this use. The applicant shall re-apply for Conditional Use Permit approval prior to recommencing work or construction.

8. DURATION OF CONDITIONAL USE PERMIT

This Conditional Use Permit is limited in duration to **two (2) years** from the date of issuance of the Conditional Use Permit. The owner may apply for an extension of this Conditional Use Permit. The process for extension of the Conditional Use Permit shall follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

9. OTHER REGULATIONS

Compliance with all other applicable City, State, DNR and Federal regulations, laws, Code, ordinances, and orders, as amended, not heretofore stated or referenced, is mandatory.

10. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use Permit is convicted of two or more violations of these Conditions and Restrictions or any other municipal ordinances within any 12-month

period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 11 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other City ordinances.

11. REVOICATION

Should an applicant, their heirs, successors or assigns, fail to comply with the Conditions and Restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use Permit as set forth in Section 17.0804 of the Municipal Code (as amended).

12. ACKNOWLEDGEMENT

The approval and execution of these Conditions and Restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these Conditions and Restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns.

Owner / Authorized Representative Signature

Date

(please print name)

**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.

**CONDITIONAL USE PERMIT
CHRISTOPHER FINK
7101 & 7115 S. PENNSYLVANIA AVE.
TAX KEY NOS. 768-0002-000 & 768-0001-001**

Senior Planner Papelbon provided an overview of a request for a Conditional Use Permit for general office use on the properties (see staff report for details).

Jason Heinen, 14170 W. Greenfield Ave., Brookfield WI:

"I guess my only comment or question is with regards to conditions and restrictions. I guess reading and reviewing the report, it does look as though that's in reference to the conditions under item eight (8) c, but it is not clear me."

Senior Planner Papelbon explained the differences between Conditions and Restrictions, a Conditional Use Permit, and a Plan Review.

Mr. Heinen:

"So, we're in approval of this though." We're happy with the motion that's being suggested."

Mayor Bukiewicz wanted clarifications that the applicant agrees with the motion of the conditional use permit.

Mr. Heinen:

"Correct, yup."

Commissioner Chandler asked for details regarding the life-safety plan requirement.

Mr. Heinen:

"Yeah, we're – my understanding is that's with regards to the site review? But we are trying to find an architect to be able to produce that. We've talked with the city and with the staff, with the Fire Department Chief, who directed us to contacting a private architect because we're kind of doing it after the fact of approval here. We're not hiring an architect separately and we're struggling to find an architect willing to prepare what we need to propose to the Fire Department."

Commissioner Chandler then asked for clarification on the area on the proposed site plans labeled 'carts', as Senior Planner Papelbon spoke to outdoor storage not being allowed.

Mr. Heinen:

"Yeah, there's no carts – I don't know what she is necessarily referring to but we're not asking for any approval of the carts or outdoor storage, so that's fine with us."

Commissioner Chandler asked Senior Planner Papelbon if Mr. Heinen's clarification will be sufficient for staff. Senior Planner Papelbon stated 'carts' may be a typo on the site plan, and removal of the error will become a condition of approval for the Plan Review. Commissioner Chandler then asked for more information about the modifications requested by staff to the trash enclosure.

Mr. Heinen:

"Yeah, so I was going to bring this up with the site plan review but, my client is now thinking of removing the trash completely, rather than doing the masonry work that the city's asking."

Commissioner Chandler asked if removing the enclosure from the site plan instead of doing the requested masonry work requested to enclose the receptacle is acceptable. Senior Planner Papelbon stated discussion regarding the trash enclosure will happen during the next agenda item.

Commissioner Oldani asked if the business at the location is a painting contractor, and if storage of flammable material has been discussed.

Mr. Heinen:

"Correct"

Senior Planner Papelbon answered in the affirmative, explaining those materials are why there is no outdoor storage is being recommended. Senior Planner Papelbon further explained those materials will be ordered and delivered to the applicant's job sites. Mayor Bukiewicz wanted confirmation the applicant had been operating a business at the location and is now coming into compliance with the city.

Christopher Fink, 7115 S. Pennsylvania Ave.:

"Yes."

Assistant Fire Chief Havey stated no inspections have happened at this property yet, Code requirements will have to be met for indoor storage, moving forward.

Mayor Bukiewicz confirmed the Conditional Use Permit will allow for the Fire Department to begin yearly fire inspections of the property. Assistant Fire Chief Havey confirmed the Fire Department will conduct their regular inspections once the property meets their jurisdiction.

Alderman Loreck moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit allowing a general office use on the properties at 7101 & 7115 S. Pennsylvania Ave. after a public hearing and subject to Conditions and Restrictions that will be prepared for the Plan Commission's review at the next meeting (June 27, 2023).

Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

ATTEST:


Karl Papelbon, Plan Commission Secretary

6-27-23

Date

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, JUNE 27, 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, Alderman Guzikowski, Commissioner Oldani, Commissioner Siefert, and Commissioner Chandler. Commissioner Hanna was excused. Also present: Senior Planner Kari Papelbon and Assistant Fire Chief Mike Havey.

CONDITIONS AND RESTRICTIONS

CHRISTOPHER FINK

7101 & 7115 S. PENNSYLVANIA AVE.

TAX KEY NOS. 768-0002-000 & 768-0001-001

Senior Planner Papelbon provided a review of the Conditions and Restrictions as part of a request for a Conditional Use Permit for a general office use on the properties at 7101 & 7115 S. Pennsylvania Ave. (see staff report for details).

The Conditions and Restrictions are as follows:

Section 2

- Future Site and Building Plan Review requirements
- CSM requirements
- Landscape plan required

Section 3

- Uses allowed per Code
- Life Safety Plan, permit, landscaping, and sign requirements
- No outdoor storage
- Hours of Operation

Section 4

- Parking – maximum 6 vehicles in striped stalls
- Milwaukee DOT access approval
- Parking or access modification requirements

Section 5

- Lighting per approvals and Code

Section 6

- Setbacks per approvals and Code

Section 8

- Duration = 2 years

Alderman Loreck asked if the six (6) approved parking stalls would be for the applicant's business, not for his residential use, as he will live on the property, too. Senior Planner Papelbon explained the existing garage would provide parking for the applicant's residential use.

Assistant Fire Chief Havey explained the importance of the Fire Department's request for a life safety plan for the employees of the company or if the public were to come into the

dwelling. Mayor Bukiewicz looked for confirmation the applicant followed this requirement, to which Assistant Fire Chief Havey explained no plan has been submitted yet.

Commissioner Siefert moved that the Plan Commission recommends to the Common Council adopts the Conditions and Restrictions as part of the Conditional Use Permit allowing a general office use on the properties at 7101 & 7115 S. Pennsylvania Ave. after a public hearing.

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

ATTEST:



Kari Papelbon, Plan Commission Secretary

7-11-23

Date

TO BE PUBLISHED JULY 26 & AUGUST 2, 2023

OFFICIAL NOTICE

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

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Matias Chapa and Nicole Rolefson & Bernie and Carol Wiede to rezone a portion of the property at 9709 S. Howell Ave. from Rs-3, Single-Family Residential to Rs-2, Single-Family Residential.

Hearing Date: August 15, 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): Matias Chapa and Nicole Rolefson & Bernie and Carol Wiede

Property Owner(s): Matias Chapa and Nicole Rolefson

Property Location(s): 9709 S. Howell Ave.

Tax Key(s): 906-9014-000

Legal Description:

That part of Parcel 1, Certified Survey Map No. 4733, being a redivision of part of Parcel 2 of Certified Survey Map No. 180, and lands in 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; Beginning at the Southwest corner of said Parcel 1; thence North 00°05'17" East along the West line of Parcel 1 aforesaid, 128.08 feet to a point; thence South 89°58'30" East along the North line of Parcel 1 aforesaid, 137.49 feet to a point; thence South 01°23'53" East 128.25 feet to a point on the South line of said Parcel 1; thence North 89°55'14" West along said South line 140.82 feet to the point of beginning.

The Common Council has scheduled other public hearings for August 15, 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 change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: July 19, 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 414-766-7000, or by writing City Hall, 8040 South 6th Street, Oak Creek, Wisconsin 53154.

COMMON COUNCIL REPORT

Item: Rezone - 9709 S. Howell Ave. (and affecting 9676 S. Fox Run) - Matias Chapa and Nicole Rolefson & Bernie and Carol Wiede

Recommendation: That the Council adopts Ordinance 3080, an ordinance to rezone a portion of the property at 9709 S. Howell Ave. from Rs-3, Single Family Residential to Rs-2, Single Family Residential (5th District).

Fiscal Impact: No direct fiscal impact is anticipated with the rezone request as the land has been combined with the property at 9676 S. Fox Run, currently developed with a single-family residence. Any future development would yield positive fiscal impacts in terms of permit application fees. The properties are not currently part of a TID.

Critical Success Factor(s):

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

Background: The Applicants are requesting recommendation of approval to rezone a portion of the property at 9709 S. Howell Ave. from Rs-3, Single-Family Residential to Rs-2, Single-Family Residential. This request is directly related to the Certified Survey Map that was approved by the Common Council on July 18, 2023. Rezoning the portion of the property that will become part of 9676 S. Fox Run will bring the entire property under a single district, ensuring application of a single set of standards and avoiding potential conflicts. No other changes are proposed at this time.

After careful consideration at the July 11, 2023 meeting, the Plan Commission recommended approval.

Options/Alternatives: Council has the discretion to approve or not approve the proposed rezone request. Disapproval would result in the property at 9676 S. Fox Run, following transfer of a portion of the property per the approved CSM, to be located in two (2) zoning districts with potentially different requirements.

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Approved:



Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gaain, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ord. 3080

Location Map

Narrative (1 page)

Land Transfer & Rezoning Exhibits (2 pages)

Excerpted Plan Commission Minutes (1 page)

ORDINANCE NO. 3080

By: _____

AN ORDINANCE TO REZONE A PORTION OF THE PROPERTY AT 9709 S. HOWELL AVE. FROM RS-3, SINGLE FAMILY RESIDENTIAL TO RS-2, SINGLE FAMILY RESIDENTIAL

(5th Aldermanic District)

WHEREAS, MATIAS CHAPA AND NICOLE ROLEFSON & BERNIE AND CAROL WIEDE, have applied for rezoning a portion of the property at 9709 S. Howell Ave. from Rs-3, Single Family Residential to Rs-2, Single Family Residential;

WHEREAS, the property is more precisely described as follows:

That part of Parcel 1, Certified Survey Map No. 4733, being a redivision of part of Parcel 2 of Certified Survey Map No. 180, and lands in 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; Beginning at the Southwest corner of said Parcel 1; thence North 00°05'17" East along the West line of Parcel 1 aforesaid, 128.08 feet to a point; thence South 89°58'30" East along the North line of Parcel 1 aforesaid, 137.49 feet to a point; thence South 01°23'53" East 128.25 feet to a point on the South line of said Parcel 1; thence North 89°55'14" West along said South line 140.82 feet to the point of beginning.

WHEREAS, the Plan Commission reviewed the application and recommended that the Rs-2, Single-Family Residential rezoning be approved; and

WHEREAS, the Common Council held a public hearing on said application on August 15, 2023, at which time all interested parties appeared and were heard; and

WHEREAS, following said public hearing and with the favorable recommendation of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the Rs-2, Single-Family Residential rezoning was approved for the lands hereinabove described.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the lands hereinabove described are hereby rezoned from Rs-3, Single Family Residential to Rs-2, Single Family Residential, and the Zoning Map of Chapter 17 of the Municipal Code is amended to reflect the rezoning.

SECTION 2: All ordinances or parts of ordinances and Zoning District Maps made a part of Chapter 17 of the Municipal Code of the City of Oak Creek in conflict herewith are hereby repealed.

SECTION 3: The several sections of this ordinance are declared to be severable. If any section shall be declared, by a decision of a court of competent jurisdiction, to be invalid, such decision shall not affect the validity of other provisions of this ordinance.

SECTION 4: The rezoning shall take place contemporaneously with the enactment of this ordinance and shall take effect immediately upon its passage and publication.

Passed and adopted this 15th day of August, 2023.

President, Common Council

Approved this 15th day of August, 2023.

Mayor

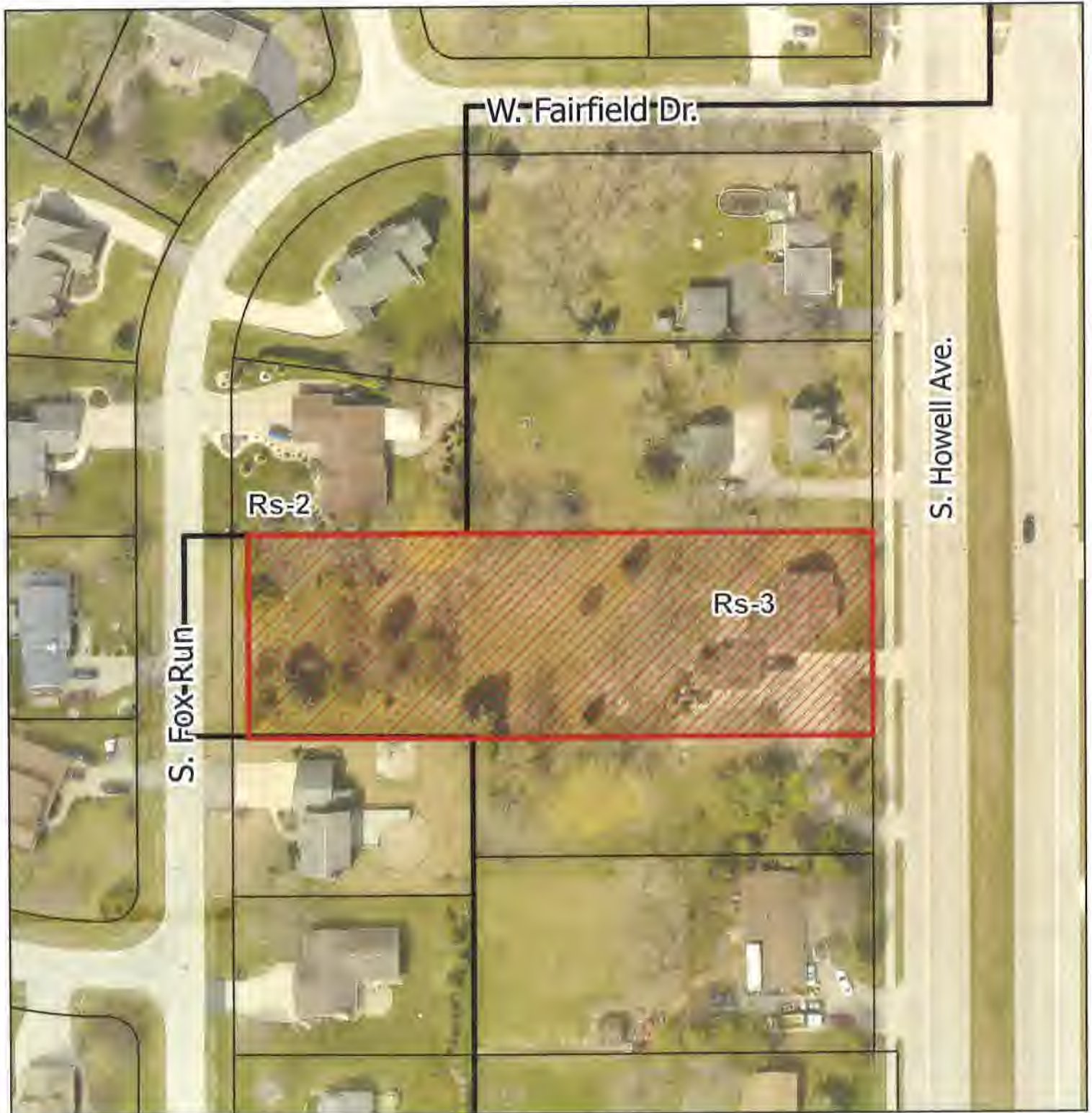
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____







Location Map

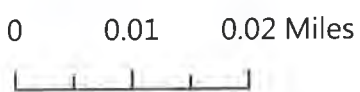
9709 S. Howell Ave.



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

Legend

-  Zoning
-  Flood Fringe
-  Official Street Map
-  Parcels
-  Floodway
-  9709 S. Howell Ave.





RECEIVED

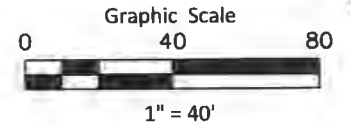
JUN 05 2023

CITY OF OAK CREEK

Date: February 21, 2023

The purpose of this rezoning proposal is to allow the land transfer parcel from Tax Parcel No. 9069014000 to Tax Parcel No. 9060100000, to have matching zoning districts once the land transfer is completed.

LAND TRANSFER EXHIBIT



CLIENT

Matias Chapa

SITE ADDRESS

9709 S. Howell Ave. & 9676 S. Fox Run, Oak Creek, Milwaukee County, Wisconsin.

BASIS OF BEARINGS

Bearings are referenced to NAD-27

LEGAL DESCRIPTION (LANDS TO BE TRANSFERRED FROM TAXKEY NO. 9069014000 TO 9060100000)

That part of Parcel 1, Certified Survey Map No. 4733, being a redivision of part of Parcel 2 of Certified Survey Map No. 180, and lands in 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; Beginning at the Southwest corner of said Parcel 1; thence North 00°05'17" East along the West line of Parcel 1 aforesaid, 128.08 feet to a point; thence South 89°58'30" East along the North line of Parcel 1 aforesaid, 137.49 feet to a point; thence South 01°23'53" East 128.25 feet to a point on the South line of said Parcel 1; thence North 89°55'14" West along said South line 140.82 feet to the point of beginning.

S. FOX RUN

OUTLOT 1
FAIRFIELD SUBD

LOT 100
FAIRFIELD III SUBD.



LOT 99
FAIRFIELD III SUBD
(TAXKEY NO.: 9060100000)

S89°58'30"E 137.49'

LOT 101
FAIRFIELD III SUBD.

N00°05'17"E 128.08'

(LANDS TO BE TRANSFERRED FROM TAXKEY NO.:
9069014000 TO TAXKEY NO. 9060100000)

AREA
17,832 S.F.
0.4094 Acres

(P.O.B.)

S01°23'53"E 128.25'

PARCEL 1
C.S.M. NO. 4733
(TAXKEY NO.: 9069014000)



S. HOWELL AVE.



Date: February 14, 2013
Drawing: 4370-dmb

N89°55'14"W 140.82'



LOT 64
FAIRFIELD SUBD

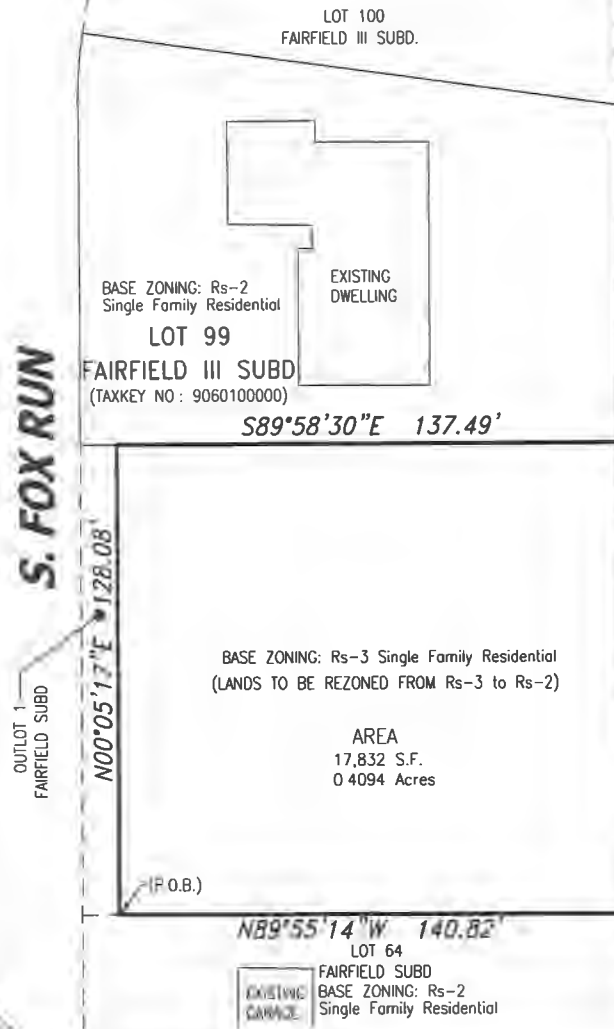
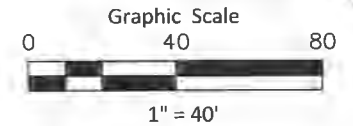
PARCEL 2
C.S.M NO 4097

CHAPUT
LAND SURVEYS

234 W Florida Street
Milwaukee, WI 53204

414-224-8058
www.chaputlandsurveys.com

RE-ZONING EXHIBIT



CLIENT

Matias Chapa

SITE ADDRESS

9709 S. Howell Ave. & 9676 S. Fox Run, Oak Creek, Milwaukee County, Wisconsin.

BASIS OF BEARINGS

Bearings are referenced to NAD-27

LEGAL DESCRIPTION (LANDS TO BE REZONED FROM TAXKEY NO. 9069014000 TO 9060100000)

That part of Parcel 1, Certified Survey Map No. 4733, being a redivision of part of Parcel 2 of Certified Survey Map No. 180, and lands in 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; Beginning at the Southwest corner of said Parcel 1; thence North 00°05'17" East along the West line of Parcel 1 aforesaid, 128.08 feet to a point; thence South 89°58'30" East along the North line of Parcel 1 aforesaid, 137.49 feet to a point; thence South 01°23'53" East 128.25 feet to a point on the South line of said Parcel 1; thence North 89°55'14" West along said South line 140.82 feet to the point of beginning.

LOT 101
FAIRFIELD III SUBD
BASE ZONING: Rs-3 Single Family Residential

PARCEL 1
C.S.M. NO. 4733
(TAXKEY NO : 9069014000)
BASE ZONING: Rs-3 Single Family Residential

PARCEL 2
C.S.M. NO. 4097
BASE ZONING: Rs-3 Single Family Residential

S. HOWELL AVE.



Date: February 20, 2013
Drawing: 4370-dmb

CHAPUT
LAND SURVEYS

834 W Florida Street Milwaukee, WI 53204 414-224-8068 www.chaputlandsurveys.com

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, JULY 11, 2023**

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

REZONE

**MATIAS CHAPA AND NICOLE ROLEFSON & BERNIE AND CAROL WIEDE
9709 S. HOWELL AVE & 9676 S. FOX RUN
TAX KEY NOS. 906-9014-000 & 906-0100-000**

Senior Planner Papelbon provided an overview of a request to rezone a portion of the property at 9709 S. Howell Ave. from Rs-3, Single-Family Residential to Rs-2, Single-Family Residential (Lot 1 of CSM in previous agenda item) (see staff report for details).

Commissioner Chandler asked the applicant if the other residents and the owner of the Outlot were notified of the proposed rezoning.

Mr. Bailey stated that he believed they were.

Senior Planner Papelbon stated that all residents within 300 feet of the proposal were provided notice of the meeting.

Commissioner Chandler asked if there was any feedback from any of the residents. Senior Planner Papelbon stated staff has not received anything other than the gentleman that spoke during the previous item.

Commissioner Hanna asked if the combined parcels would have one (1) access off Howell Avenue. Senior Planner Papelbon stated that the access for the combined property would be from the existing access on Fox Run, and that there will be no additional driveways off Fox Run or Howell Avenue.

Senior Planner Papelbon clarified that because the existing dwelling is part of Fairfield III subdivision it will be up to the owners who purchase the property to work with their attorneys to determine what needs to happen, if anything, with the expansion of their property in Fairfield.

Commissioner Siefert moved that the Plan Commission recommends to the Common Council that a portion of the property at 9709 S. Howell Ave. be rezoned to Rs-2, Single-Family Residential after a public hearing.

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

ATTEST:



Kari Papelbon, Plan Commission Secretary

7-19-23

Date



COMMON COUNCIL REPORT

Item: Agreement between the City of Oak Creek Health Department and City of Cudahy Health Department for Provision of Reproductive Health Services

Recommendation: The staff recommend that the Common Council approves Resolution 12424-081523 approving the Memorandum of Understanding between the City of Oak Creek Health Department and the Cudahy Health Department for the Provision of Reproductive Health Services

Fiscal Impact: There is no anticipated 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: The City of Oak Creek has experienced increasing rates of sexually transmitted infections (STIs) over the past 10 years. The Oak Creek Health Department (OCHD) investigates and follows up on cases of reportable STIs, ensuring that residents are connected with treatment, information about prevention, and beneficial resources. However, there are limited reproductive health services, including STI screening and treatment, available locally for Oak Creek residents, especially for residents who are uninsured or underinsured.

The Cudahy Health Department (CHD) has been offering reproductive health services through their Third Coast Clinic since 2020. They have dedicated staff, including a Nurse Practitioner, Public Health Nurse, and clerical staff who are highly trained in the administration of reproductive health services and insurance billing.

The OCHD would like to collaborate with the CHD to make reproductive health care services more geographically accessible to the Oak Creek community. The CHD reproductive health clinic staff would operate out of the OCHD clinic space. Services provided would include STI screening and treatment and provision of some forms of birth control. There would be no cost to the OCHD for these services. The CHD would bill clients' insurance when possible, and they also offer a sliding fee scale or services as no cost if the client does not have the resources to pay.

This Memorandum of Understanding provides the structure for the collaboration between the Oak Creek Health Department and the Cudahy Health Department for the provision of reproductive health services offered at the Oak Creek Health Department.

Options/Alternatives: The Council could choose not to adopt Resolution 12424-081523, which would result in less access to reproductive health services in Oak Creek.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Darcy DuBois, MPH
Health Officer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

City of Oak Creek Cudahy Health Dept Reproductive Health Services MOU

RESOLUTION NO. 12424-081523

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF OAK CREEK AND THE CITY OF CUDAHY HEALTH DEPARTMENT FOR REPRODUCTIVE HEALTH SERVICES

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Memorandum of Understanding by and between the City of Oak Creek and City of Cudahy Health Department for Reproductive Health Services be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the same on behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of August, 2023.

Passed and adopted this 15th day of August, 2023.

Kenneth Gehl, Common Council President

Approved this 15th day of August, 2023.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

Memorandum of Understanding

Between

City of Cudahy Health Department

and

City of Oak Creek Health Department

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between the City of Cudahy Health Department (“Cudahy”) and the City of Oak Creek Health Department (“Oak Creek”) (each individually a “Party” and collectively the “Parties”) for the 3rd Coast Clinic, a Cudahy program, to provide a variety of reproductive health and wellness services to clients of Oak Creek.

Purpose

The intent of this MOU is to assure mutual agreement of the purpose of the activity between the Parties, which is to promote the health of and facilitate health services for both communities.

Cudahy will:

- Offer holistic range of reproductive healthcare and education services
- Provide confidential services by both appointments and walk-ins, as the schedule permits
- Provide services for insured, underinsured, and uninsured patients

Oak Creek will:

- Promote 3rd Coast Clinic’s services through promotional materials
- Provide a confidential and rent-free space for Cudahy so that Cudahy may provide additional reproductive health and wellness community-based health services in the City of Oak Creek

Funding

There is no commitment of funds associated with this MOU. Cudahy will bill health insurance for reimbursement for services as allowable.

Records

The Parties acknowledge that they are obligated to comply with all applicable laws affecting their respective obligations under this Agreement, including any obligations that might arise under the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations thereof and the Health Information Technology for Economic and Clinical Health Act, as amended, including implementing regulations thereof (collectively, “HIPAA”) and the Wisconsin patient confidentiality statutes and administrative rules.

The Parties acknowledge and agree that records created and maintained by Cudahy shall remain the sole property of Cudahy and shall not be shared with Oak Creek except for the purpose of continuity of care for the client.

No New Legal Entity, Joint Venture or Agency

No new legal entity, joint venture or agency is created or established by this MOU. Neither Party is authorized or empowered to act as an agent, employee or representative of the other Party, nor transact business or incur obligations under this MOU, and neither Party shall be bound by acts, representations, or conduct of the other Party.

Liability and Hold Harmless

The Parties agree to indemnify and hold each other harmless for any and all manner of actions, claims, demands, suits and damages, actual or threatened resulting from the acts or omissions of the other Party. Each Party shall maintain general liability insurance and insurance for required workers' compensation or other statutory coverages.

Term

This MOU may be modified by mutual consent of authorized officials from Cudahy and Oak Creek. Amendments will be written and signed by the proper representatives of each Party and will be attached as amendments or as clarifications to the agreement. This MOU shall become effective upon signature by the authorized officials of each Party and will remain in effect until modified or terminated by any one of the Parties by mutual consent.

Governing Law

It is the intention of the Parties that if any part of this MOU is invalid, for any reason, that invalidity will not void the rest of the MOU. This MOU is intended to benefit only the Parties hereto and no other individual or entity, and any benefit derived from this MOU by any non-Party, individual or legal entity, is incidental hereto and does not give rise to any rights under this MOU. Wisconsin law governs this MOU and agreement of the Parties.

Contact Information

Partner: Oak Creek Health Department
Contact / Position: Darcy DuBois, Health Officer
Address: 8040 S. 6th Street Oak Creek, WI 53154
Telephone: 414-766-7950
Email: ddubois@oakcreekwi.gov

Partner: Cudahy Health Department
Contact / Position: Heather Puente, Health Officer
Address: 5050 S Lake Drive, Cudahy WI 53110
Telephone: 414-769-2239
Email: heatherp@cudahy-wi.gov

Darcy DuBois, Health Officer
Oak Creek Health Department

Date: _____

Heather Puente, Health Officer
Cudahy Health Department

Date: _____



COMMON COUNCIL REPORT

Item: Agreements between the City of Oak Creek Health Department and Community Medical Services for Peer Specialist Support on Quick Response Team Visits

Recommendation: The staff recommend that the Common Council approves Resolution 12425-081523 approving the Memorandum of Understanding, Business Associate Agreement, and Qualified Service Organization Agreement between the City of Oak Creek Health Department and Community Medical Services for Peer Specialist Services on Quick Response Team overdose follow-up visits

Fiscal Impact: The Memorandum of Understanding provides the framework for costs associated with Peer Specialist Support of Oak Creek Quick Response Team visits. The maximum allowable annual cost will be \$3,000. The Health Department has grant funding that will support the cost of Peer Specialist services.

- 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 Health Department has several initiatives aimed at reducing fatal overdoses. One activity that addresses overdoses is Quick Response Team (QRT) visits, which are home visits to individuals who have experienced a non-fatal overdose. Quick Response Team visits began in 2019 in collaboration with the Fire and Police Departments. They were put on hold during the COVID-19 pandemic and restarted when the Case Manager began working in May 2022. The goal of the QRT visit is to connect the individual that experienced the overdose and/or family members or friends with resources regarding substance misuse and mental health treatment and services. If the person is interested in entering treatment, the Case Manager is available to assist them with accessing services.

Community Medical Services is an organization located in South Milwaukee that provides counseling and medication-assisted treatment for individuals with opioid use disorder. They employ trained Peer Specialists, who are individuals with lived experience with substance use disorder and have the ability to understand the challenges of substance use and recovery. Peer Specialists are often able to connect well with individuals experiencing substance abuse disorder due to shared experiences.

The Health Department would like to collaborate with Community Medical Services Peer Specialists to enhance our QRT visits. The Peer Specialist will attend the visit with the Case Manager and will be available to offer ongoing support and counseling to individuals who have experienced an overdose. Community Medical Services also provides Peer Specialist support for QRTs in other communities.

This Memorandum of Understanding, Business Associate Agreement, and Qualified Service Organization Agreement provide the structure for the collaboration between the Health Department and Community Medical Services to successfully offer ongoing support and resources to individuals with substance use disorder in Oak Creek.

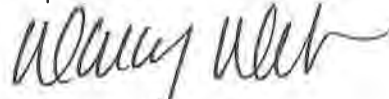
Options/Alternatives: The Council could choose not to adopt Resolution 12425-081523, which would result in fewer supports for individuals living with substance use disorder in Oak Creek.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Darcy DuBois, MPH
Health Officer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:

Attachments:

Oak Creek Community Medical Services QRT Visit MOU

Oak Creek Community Medical Services Business Associate Agreement

Oak Creek Community Medical Services Qualified Service Organization Agreement

RESOLUTION NO. 12425-081523

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING, BUSINESS ASSOCIATE AGREEMENT, AND QUALIFIED SERVICES ORGANIZATION AGREEMENT BY AND BETWEEN THE CITY OF OAK CREEK AND COMMUNITY MEDICAL SERVICES FOR PEER SPECIALIST SERVICES

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Memorandum of Understanding, Business Associate Agreement, and Qualified Service Organization Agreement by and between the City of Oak Creek and Community Medical Services for Peer Specialist Services on Quick Response Team overdose follow-up visits be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the same in behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of August, 2023.

Passed and adopted this 15th day of August, 2023.

Kenneth Gehl, Common Council President

Approved this 15th day of August, 2023.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

QUALIFIED SERVICE ORGANIZATION AGREEMENT



This Qualified Service Organization Agreement (the "Agreement") is entered into between Community Medical Services Holding, LLC. ("Client"), and the Oak Creek Health Department, a professional corporation ("Qualified Service Organization" or "QSO").

RECITALS

- A. Client is to provide professional services to QSO (the "Engagement").
- B. In addition to other healthcare services, Client operates federally-funded drug and alcohol treatment programs that must comply with the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations ("Part 2 Programs") located at 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2 (collectively, "Part 2").
- C. Part 2 requires Client to enter into with its "qualified service organizations," as that term is defined in 42 C.F.R. § 2.11, an agreement containing certain minimum safeguards. As a result of the Engagement, QSO will be a "qualified service organization" providing legally required health care services to Client's Part 2 Programs.
- D. The parties desire to enter into an agreement that complies with Part 2.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Except as otherwise set forth in this Agreement, all capitalized terms have the same meaning as set forth in Part 2, as such may be amended from time to time.
2. **QSO's Obligations.** QSO will:
 - a. Comply with 42 C.F.R. Part 2 in receiving, storing, processing, or otherwise dealing with any Patient Records from Client's Part 2 Programs.;
 - b. If necessary, resist in judicial proceedings any efforts to obtain access to Patient Identifying Information related to substance abuse disorder diagnosis, treatment, or referral for treatment except as permitted by 42 C.F.R. Part 2.
3. **Client's Obligations.**
 - a. Upon the delivery of any Patient Records or Patient Identifying Information to QSO, Client will notify QSO if the Patient Records or Patient Identifying Information is from one of Client's Part 2 Programs.
 - b. Client will notify QSO of any limitation in Client's Notice to Patients of Federal Confidentiality Requirements, as required by 42 C.F.R. § 2.22, that may affect QSO's Disclosure of Patient Records or Patient Identifying Information.
 - c. Changes in or revocation of an individual's consent to Disclose Patient Records or Patient Identifying Information, to the extent such change may affect QSO's Disclosure of Patient Records or Patient Identifying Information.
4. **Term and Termination.**
 - a. **Term.** Except as otherwise provided in this Agreement, this Agreement will be effective upon execution and will terminate upon termination of the Engagement;
 - b. **Termination for Cause.** If either party materially breaches this Agreement, the other party will provide either the Client or the QSO a reasonable time in which to cure the breach or end the violation; provided that, if the Client or QSO does not cure the breach or end the violation within a reasonable time, Client or QSO may terminate this Agreement and the Engagement; provided, however, that if cure is not possible, Client or QSO may immediately terminate this Agreement and the Engagement;

- c. Effect of Termination. Except as otherwise provided in this Agreement, upon termination of this Agreement, QSO will:
 - i. Retain only the Patient Records or Patient Identifying Information that is necessary for QSO to continue its proper management and administration or to carry out its legal responsibilities, and to return or destroy such Patient Records or Patient Identifying Information when it is no longer needed for these purposes;
 - ii. Return to Client or destroy the remaining Patient Records or Patient Identifying Information that QSO still maintains in any form; and
 - iii. For any Patient Records or Patient Identifying Information continued to remain in the possession of QSO, QSO will limit QSO's Disclosure of such Patient Records or Patient Identifying Information to the purpose which makes it infeasible for QSO to return or destroy the Patient Records or Patient Identifying Information; and the terms and conditions set forth in this Agreement will continue with respect to the Patient Records or Patient Identifying Information for so long as QSO maintains the Patient Records or Patient Identifying Information.
 - d. Survival. This Section 5 will survive the termination of the Agreement.
5. Amendment. If Part 2 is amended and the amendments require an amendment to this Agreement to comply with the amendments to Part 2, notwithstanding anything in the Engagement or this Agreement to the contrary, this Agreement will be amended automatically, without any signed, written amendment by QSO and Client, to comply with the amendments. All applicable Part 2 laws and regulations, are hereby incorporated in this Agreement by this reference, as if they were set forth herein in full.
 6. Entire Agreement. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof. There are no restrictions, promises, representations, warranties, covenants, or understandings other than those expressly set forth herein. This Agreement supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof, and may not be modified or amended in any manner other than as set forth herein.
 7. Governing Law. This Agreement will be construed in accord with and any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by the laws of the State of Wisconsin.
 8. Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with Part 2.
 9. Amendment; Waiver. Except as provided in Section 6, no modification, amendment, or cancellation or waiver of rights under this Agreement will be effective unless it is in a writing that is signed by both parties. No waiver of any breach of this Agreement will be construed as a waiver of any other rights under this Agreement.
 10. Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement. The parties executed this Agreement as of the date below their respective signatures, below.

Community Medical Services

Date

Oak Creek Health Department

Date

BUSINESS ASSOCIATE AGREEMENT



This Agreement is entered into by and between Community Medical Services (“Health Care Provider”) and the Oak Creek Health Department (“Business Associate”) to set forth the terms and conditions under which “protected health information” (PHI), as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations enacted thereunder, created or received by Business Associate on behalf of Health Care Provider may be used or disclosed.

This Agreement shall commence on DATE and the obligations herein shall continue in effect so long as Business Associate uses, discloses, creates or otherwise possesses any PHI created or received on behalf of Health Care Provider and until all PHI created or received by Business Associate on behalf of Health Care Provider is destroyed or returned to Health Care Provider pursuant to Paragraph 15 herein.

- 1) Health Care Provider and Business Associate hereby agree that Business Associate shall be permitted to use and/or disclose PHI created or received on behalf of Health Care Provider for the following purposes:
 - a) Completing and submitting health care claims to health plans, Clearinghouses, and other third party payers.
 - b) Collection of fees for Health Care Provider.
 - c) Establishing and maintaining Business Management Programs for Health Care Provider.
 - d) Introducing, maintaining, and programming Electronic Medical Record Systems for Health Care Provider.
 - e) Introducing, maintaining, and programming compatible Dictation Systems for Health Care Provider.

It is to be understood by all parties that the permitted uses and disclosures must be within the scope of and necessary to achieve any obligations and responsibilities of Business Associate in performing on behalf of, or providing services to, Health Care Provider.

- 2) Business Associate may use and disclose PHI created or received by Business Associate on behalf of Health Care Provider if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities, provided that any disclosure is:
 - a) Required by law, or
 - b) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that (i) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (ii) Business Associate will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.
- 3) Business Associate hereby agrees to maintain the security and privacy of all PHI in a manner consistent with any and all applicable State and Federal laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations hereunder, and all other applicable law.
- 4) Business Associate further agrees not to use or disclose PHI except as expressly permitted by this Agreement, applicable law, or for the purpose of managing Business Associate’s own internal business processes consistent with Paragraph 2 herein.
- 5) Business Associate shall not disclose PHI to any member of its workforce (including but not limited to Business Associate’s employees) unless Business Associate has advised such person of Business Associate’s privacy and security obligations created by this Agreement and any other relevant privacy and/or security policies or obligations Business Associate may have, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violation of this Agreement and/or applicable law.
- 6) Business Associate shall not disclose PHI created or received by Business Associate on behalf of Health Care Provider to any person, including any agent or subcontractor of Business Associate but not including any employee of Business

BUSINESS ASSOCIATE AGREEMENT



Associate, unless and until such person agrees in writing to be bound by the provisions of this Agreement and any and all applicable State or Federal laws.

- 7) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI as required by this Agreement and any and all applicable State or Federal laws.
- 8) Business Associate agrees to maintain a record of all disclosures of PHI, including disclosures not made for the purposes of this Agreement. Such record shall include the date of the disclosure, the name and, if known, the address of the recipient of the PHI, the name of the individual who is the subject of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to an individual who is the subject of such information and/or Health Care Provider within five (5) working days of a request and shall include disclosures made on or after the date which is six (6) years prior to the request or April 14, 2003, whichever date is later.
- 9) Business Associate agrees to report to Health Care Provider any unauthorized use or disclosure of PHI by Business Associate or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure.
- 10) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from Health Care Provider or created or received by Business Associate on behalf of Health Care Provider, available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Covered Entity's (i.e., Business Associate's) compliance with HIPAA.
- 11) Within thirty (30) days of a written request by Health Care Provider, Business Associate shall allow a person who is the subject of PHI, such person's legal representative, or Health Care Provider to have access to and to copy such person's PHI in the format requested by such person, legal representative, or Health Care Provider unless it is not readily producible in such format, in which case it shall be produced in standard hard copy format.
- 12) Business Associate agrees to amend, pursuant to a request by Health Care Provider, PHI maintained and created or received by Business Associate, on behalf of Health Care Provider. Business Associate further agrees to complete such amendment within thirty (30) days of a written request by Health Care Provider, and to make such amendment as directed by Health Care Provider.
- 13) In the event Business Associate fails to perform the obligations under this Agreement, Health Care Provider may, at its option:
 - a) Require Business Associate to submit to a plan of compliance, including monitoring by Health Care Provider and reporting by Business Associate, as Health Care Provider, in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated into this Agreement by amendment hereto;
 - b) Require Business Associate to mitigate any loss occasioned by the unauthorized disclosure or use of PHI which results in enforcement action from Department of Health and Human Services, including associated fines; and/or
 - c) Immediately discontinue providing PHI to Business Associate with or without written notice to Business Associate.
- 14) Health Care Provider may immediately terminate this Agreement and any related agreements if Health Care Provider determines that Business Associate has breached a material term of this Agreement. Alternatively, Health Care Provider may choose to (i) provide Business Associate with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure said alleged material breach to the satisfaction of Health Care Provider within (30) days. Business Associate's failure to cure shall be grounds for

BUSINESS ASSOCIATE AGREEMENT



immediate termination of this Agreement. Health Care Provider's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

- 15) Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Health Care Provider, or created or received by Business Associate on behalf of Health Care Provider and that Business Associate maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of PHI is not feasible, Business Associate shall continue to maintain the security and privacy of such PHI in a manner consistent with the obligations of this Agreement and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information infeasible. The duties hereunder to maintain the security and privacy of PHI shall survive the discontinuance or any termination of this Agreement.
- 16) Health Care Provider may amend this Agreement by providing ten (10) days prior written notice to Business Associate in order to maintain compliance with any and all applicable State or Federal laws. Such amendment shall be binding upon Business Associate at the end of the ten (10) day period and shall not require the consent of Business Associate. Business Associate may elect to discontinue this Agreement within the ten (10) day period, but Business Associate's duties hereunder to maintain the security and privacy of PHI shall survive such discontinuance or any other termination of this Agreement. Health Care Provider and Business Associate may otherwise amend this Agreement by mutual written agreement.

Subject to statutory limits, Health Care Provider and Business Associate agree to indemnify, hold harmless and defend the other party from any and all claims, actions, damages, liabilities and expenses including reasonable attorney fees in connection with loss of life, personal injury and/or property damage to the extent the same is caused by the negligence or reckless misconduct of the indemnifying party or its directors, officers, employees, agents or contractors during the course of performance of this agreement. This paragraph shall not apply to intentional, tortious acts committed by either party's directors, officers, employees, agents or contractors. The services performed under this agreement shall be deemed to be for public and governmental purposes.

Community Medical Services

Date

Oak Creek Health Department

Date

MEMORANDUM OF UNDERSTANDING

Between Community Medical Services and City of Oak Creek Health Department

WHEREAS, persons suffering from addictive disorders may need more than medical treatment and may struggle to connect with resources that promote stabilization and recovery after seen by first responders; and

WHEREAS, frequent first responder calls by persons experiencing addiction related issues provides multiple opportunities to improve outcomes for persons with addiction; and

WHEREAS, Community Medical Services (CMS) and City of Oak Creek Health Department (OCHD) desire to better address the epidemic of addiction by offering support to persons with addictive disorders, and their families, with a peer approach starting with the first responder team and continuing into the greater community; and

WHEREAS, CMS would like to enter into an agreement with OCHD to enhance existing medical services with peer support by dispatching a trained Recovery Coach to the first responder calls to assist patients and families struggling with addictions; and

WHEREAS, a trained Recovery Coach is experienced in dealing with addiction-related issues and can serve as an advocate for patients and their families in such situations by sharing their lived experience, assisting with removing barriers to recovery, and acting as a guide and mentor to patients and their families;

WHEREAS, CMS and OCHD would like to set forth its agreement in writing.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, CMS and OCHD agree as follows:

1. Patients presenting with substance use issues during first responder calls will be offered contact with a Recovery Coach. OCHD agrees to notify such persons of the availability of a Recovery Coach and allow patients with addiction (and family members or involved persons) the option to meet with a Recovery Coach.
2. CMS will provide Recovery Coach Services for the OCHD. At the request of OCHD, CMS will dispatch a Recovery Coach to meet with a patient and/or family to assess recovery needs and assist with connecting them with available services/resources. The Recovery Coach will be trained and employed by CMS. Recovery Coaches will be available daily and shifts can be rearranged between the hours of 6:00 a.m.- 10:00 p.m., Monday through Friday.
3. CMS Services. CMS will be responsible for training, employing, supervising, and dispatching Recovery Coach personnel. Upon dispatch, the Recovery Coach will check in with OCHD staff to collect information prior to meeting with the patient and/or family. The Recovery Coach will debrief with OCHD staff and convey options they have discussed and resources they have offered. Patients may opt in for enhanced telephone support post meeting, and CMS will conduct telephonic support if the patient opts in and freely gives the Recovery Coach their information for contact.

4. CMS will employ and provide training and support to the Recovery Coach personnel as follows. CMS training will include:

- a. CCAR Recovery Coach Academy©
- b. Ethical Considerations for Recovery Coaches©
- c. Spirituality for Recovery Coaches©
- d. Medicated Assisted Recovery©
- e. Crisis Intervention
- f. Conflict Resolution
- g. Ongoing supervision and support

5. Funding. Recovery Coach services provided to patients referred by OCHD will be reimbursed by OCHD at \$30/hour up to a maximum of \$3,000 per calendar year. CMS will submit a monthly invoice to OCHD requesting reimbursement for Recovery Coach services.

6. Liability. Subject to statutory limits, each party agrees to indemnify, hold harmless and defend the other party from any and all claims, actions, damages, liabilities and expenses including reasonable attorney fees in connection with loss of life, personal injury and/or property damage to the extent the same is caused by the negligence or reckless misconduct of the indemnifying party or its directors, officers, employees, agents or contractors during the course of performance of this agreement. This paragraph shall not apply to intentional, tortious acts committed by either party's directors, officers, employees, agents or contractors. The services performed under this agreement shall be deemed to be for public and governmental purposes.

6. Term. This agreement shall commence on the execution hereof, and shall continue in force and effect until either CMS or OCHD terminates its participation in this agreement at any time upon thirty (30) days written notice. Nothing herein shall prevent the parties from revisiting, amending, or terminating this agreement by mutual consent at any time.

FOR COMMUNITY MEDICAL SERVICES

, Executive Director

Date

FOR CITY OF OAK CREEK HEALTH DEPARTMENT

Darcy DuBois, Health Officer

Date



Meeting Date: August 15, 2023

Item No. 13

COMMON COUNCIL REPORT

Item: Royal Estates Development Agreement

Recommendation: That the Common Council adopts Resolution No. 12427-081523 approving the Royal Estates Development Agreement with OAK CREEK RESIDENCES, LLC for the design and construction of public improvements for the development located at 9102 S. 27th Street. (Tax Key No. 878-9014) (Project Nos. 23053 and 23054) (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: OAK CREEK RESIDENCES, LLC has proposed developing lands at 9102 S. 27th Street. 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 only. The water main will be looped through the development within a 25-ft wide public water main, access and maintenance easement. 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: Royal Estates Development Agreement, Resolution 12427-081523

RESOLUTION NO. 12427-081523

BY: _____

**RESOLUTION APPROVING THE
ROYAL ESTATES DEVELOPMENT AGREEMENT**

TAX KEY NO. 878-9014

(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 OAK CREEK RESIDENCES, 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 15th day of August, 2023.

Passed and adopted this 15th day of August, 2023.

Kenneth Gehl, Common Council President

Approved this 15th day of August, 2023.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

ROYAL ESTATES
INFRASTRUCTURE
DEVELOPMENT AGREEMENT
Document Title

Document Number

Recording Area

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

878-9014

Parcel Identification Number (Pin)

THIS AGREEMENT, made and entered into this 8th day of AUGUST, 2023, by and between OAK CREEK RESIDENCES, 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. 9504 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on July 18, 2023, as Document 11352593 and being 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, being in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

Said lands containing 624,082 square feet or 14.327 acres, hereinafter called the "Property";
and

WHEREAS, the Developer has submitted a development plan titled "Royal Estates Condominium", Tax Key No. 878-9014, 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 10 single-family attached buildings, and a maximum of 36 single-family attached units, 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 Nielsen Madsen + Barber 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 STH 241 (S. 27th 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 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. The building permits may be issued once the public water main has been installed, and the detention pond is installed and stabilized.
 - D. The 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 the site and/or the building construction proceeding above grade.
 - F. 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 building construction proceeding above grade for the site.
 - G. Public improvements to STH 241 as required by WisDOT for the project shall be designed and constructed prior to issuance of individual occupancy permits.
 - H. Any building construction that occurs above ground without a building permit, and without satisfying the conditions set forth in this Agreement, is subject to a \$5,000 per day forfeiture per building.
4. Deferred Special Assessments – There is an outstanding special assessment payment of \$8,391.88 for water main required for this Agreement. The 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 necessary to connect water main loop within the Property into the watermain within STH 241 right of way.
 - 2) All water main and appurtenances contained in public easements within the Property, excluding private water laterals.
 - 3) All work required to complete turn lanes along STH 241.
 - 4) All work necessary to connect to the sanitary sewer within STH 241 right of way.
 - B. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate all 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 the City Engineer with 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 of:

- 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 STH 241 shall be Milwaukee County's responsibility.
 - B. If street repairs and/or street sweeping are not satisfactorily performed by the Developer; the City shall, after notice to Developer and reasonable time to cure, perform such with its own forces or hired contractors and charge the Developer accordingly for actual manpower, equipment, and materials, plus 10% administration and overhead. Developer's responsibility with respect to the streets shall terminate upon approval of the building occupancy 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 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.
17. Notices - If notice is required to City or Developer it may be given by reputable overnight delivery service, prepaid and addressed as follows:

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

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

If as to Developer: OAK CREEK RESIDENCES, LLC
10870 N Spartan Circle
Mequon, WI 53097
Attention: Sivarama Krishna Gogineni

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

18. Miscellaneous

- A. All construction required by this Agreement shall be carried out and performed

in a sequence to be mutually agreed to by Developer and the City Engineer.

- B. Developer shall properly locate and install all survey or other monuments required by State Statute or City Ordinance.
- C. Recording of this Agreement shall be accepted by the City as adequate notice of the Improvements specified in Chapter 14 of the Municipal Code.
- D. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- E. This Agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
- F. Upon Developer satisfying all of its obligations under this Agreement, the Common Council of the City of Oak Creek shall adopt a resolution releasing the Developer from the terms of this Agreement.
- G. Developer shall provide specifications in the latest Adobe pdf electronic format.
- H. Developer shall provide all construction plans in the latest Adobe pdf electronic format.
- I. Pavement repairs within the public right-of-way must be replaced to match the existing pavement structure.
- J. 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 the development:
 - 1) Asphalt binder course is installed for the entire development as detailed on Exhibit C.
 - 2) Public improvements to STH 241 as required by WisDOT, and detailed on Exhibit C, shall be completed, and approved.
 - 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 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.
- 8) Street lighting is completed for the Development.
- K. 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.
- L. 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.
- M. 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 RESIDENCES, LLC

By: G. S. Gogineni
Sivarama Krishna Gogineni, President

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 8th day of (03) August, 2023, the above-named SIVARAMA KRISHNA GOGINENI of OAK CREEK RESIDENCES, LLC to me known to be the person who executed the foregoing instrument and to me known to be such President of said corporation, acknowledged that he executed the foregoing instrument as such officer.

Gerardo Orozco

Notary Public, Milwaukee County, WI
My Commission expires: 8/3/2027



(signatures continued on following page)

CITY OF OAK CREEK

Daniel J. Bukiewicz, Mayor

Countersigned:

Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2023, DANIEL J. BUKIEWICZ, Mayor, and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument as such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by its Common Council on the ____ day of _____, 2023.

Notary Public
Milwaukee County, Wisconsin
My commission: _____.

This instrument was drafted by Ashley Kiepczynski of the City of Oak Creek Engineering Department.

Approved as to form:

Melissa L. Karls, City Attorney

EXHIBIT A

CITY OF OAK CREEK CITY ENGINEER'S REPORT ROYAL ESTATES

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.
 - 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 of 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 – PRIVATE INTERCEPTOR

A. Required Improvements

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

B. Plans and Specifications

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

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

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

VII. STREETS

A. Required Improvements

All improvements along STH 241 shall be in accordance with the requirements and permitting of WisDOT.

Pavement repairs within the public right-of-way must 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 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. 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.

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 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. 9504 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on July 18, 2023, as Document No. 11352593 and being 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, being in the City of Oak Creek, County of Milwaukee, State of Wisconsin.

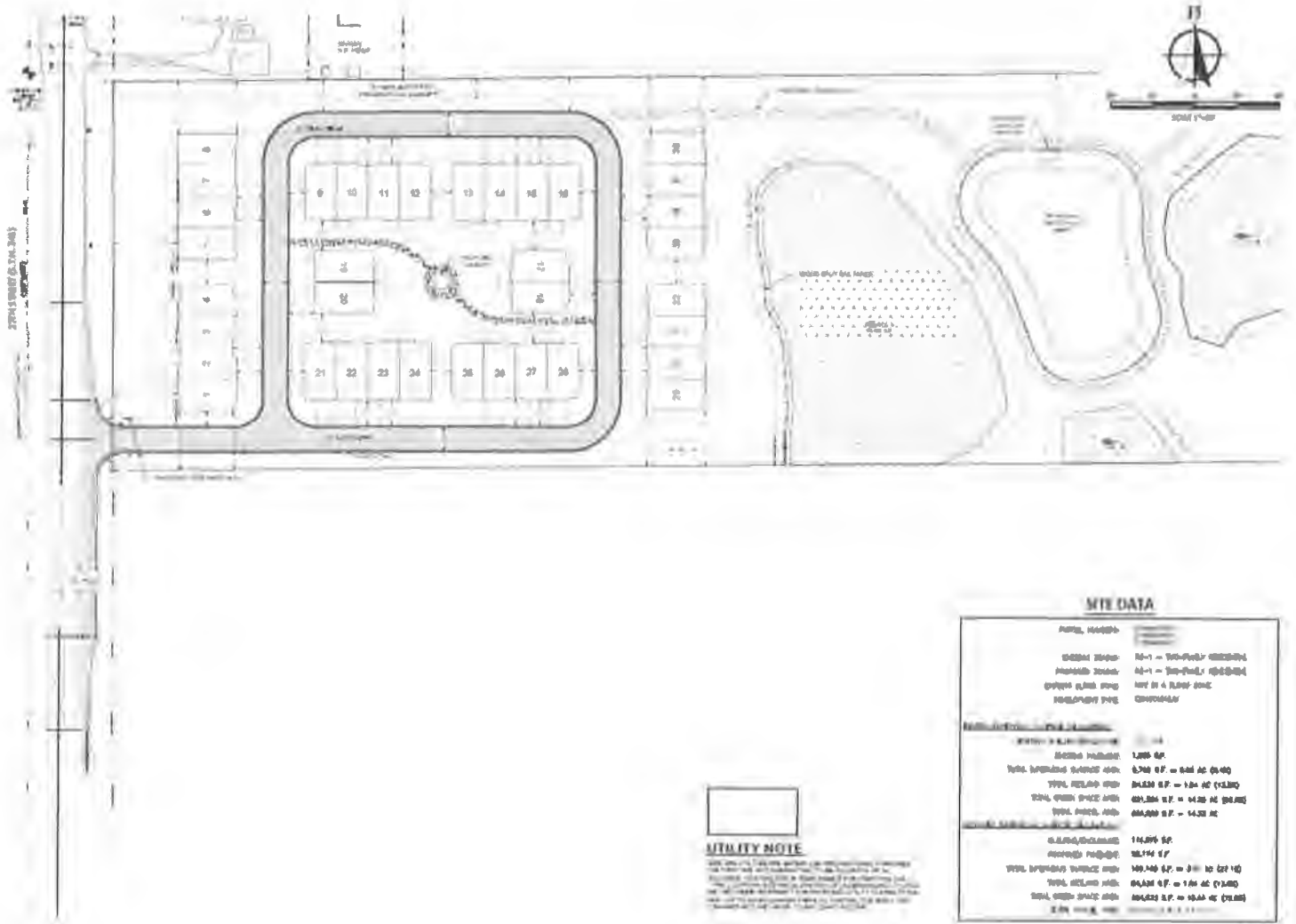
Said lands containing 624,082 square feet or 14.327 acres.

OAK CREEK RESIDENCES, LLC

By: G. R. Gogineni
Sivarama Krishna Gogineni, President

08/08/2023
Date

EXHIBIT C PROJECT SITE



MTE DATA

Area	Area
Overall Area	100,000 sq ft
Building Area	10,000 sq ft
Parking Area	10,000 sq ft
Wetland Area	10,000 sq ft
Other Area	10,000 sq ft
...	...

UTILITY NOTE

ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES SHOWN AND HAS FOUND THEM TO BE ACCURATE. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THE UTILITIES SHOWN.



Meeting Date: August 15, 2023

Item No. 14

COMMON COUNCIL REPORT

Item: Release - Milo Thomas CSM Development Agreement

Recommendation: That the Common Council adopts Resolution No. 12428-081523, a resolution releasing the developer from the development agreement for the Milo Thomas CSM (Tax Key No. 734-9027-000) (1st 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: The Developer has completed, to the satisfaction of the Engineering Department, all required public improvements for the Milo Thomas CSM. The Developer, MRT Investments, LLC, entered into a development agreement dated March 7, 2005, and recorded on March 28, 2005, as Document #8981794. This agreement was approved by Council by Resolution 10488-030105. This project included installation of water main and sidewalk. There are no current outstanding assessments against the properties, and all required City fees and costs have been paid.

Options/Alternatives: None

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. 12428-081523, Release

RESOLUTION NO. 12428-081523

BY: _____

**RESOLUTION ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS AND
RELEASING THE DEVELOPER FROM THE DEVELOPMENT AGREEMENT**

MILO THOMAS CSM

(1ST ALDERMANIC DISTRICT)

WHEREAS, MRT INVESTMENTS, LLC, (collectively the "Developer") and the City of Oak Creek ("City") entered into a Development Agreement dated March 7, 2005 and recorded with the Milwaukee County Register of Deeds as Document No. 8981794; and

WHEREAS, the Developer has successfully constructed and installed all required public improvements for said project at the expense of the Developer and in accordance with the plans and specifications conforming to applicable City ordinances and approved by the City; and

WHEREAS, the City Engineer certifies that all conditions and restrictions of the Development Agreement have been fully satisfied; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that dedication of the public improvements is hereby accepted, and that the Developer is released from the terms and conditions of the Development Agreement.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said Dedication and Release 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 15th day of August, 2023.

Passed and adopted this 15th day of August, 2023.

Common Council President Kenneth Gehl

Approved this 15th day of August, 2023.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

Document Number

RELEASE FROM THE MILO THOMAS
CSM
DEVELOPMENT AGREEMENT
Document Title

Recording Area

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

734-9022-000

Parcel Identification Number (PIN)

WHEREAS, THE CITY OF OAK CREEK, a municipal corporation of Milwaukee County, State of Wisconsin, hereinafter referred to as the "City", and MRT Investments, LLC, and hereinafter referred to as "Developer", entered into a Development Agreement dated March 7, 2005, which was approved by City of Oak Creek Common Council by Resolution No. 10488-030105 for MRT Investments, LLC and more particularly described as follows;

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

Being a division of Parcel 1 of Certified Survey Map No. 6430, being a part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast $\frac{1}{4}$ of said $\frac{1}{4}$ section;
Thence N88°55'02" W along the south line of said $\frac{1}{4}$ section 33.29 feet to a point;
Thence N21°12'12" W 129.69 feet to a point;
Thence N88°55'02" W 22.41 feet to the point of beginning of the land to be described;
Thence continuing N88°55'02" W along the north line of West Rawson Avenue 557.89 feet;

Thence N01°04'58" E 145.00 feet;
Thence northwesterly 128.84 feet along an arc of a curve whose radius of 980.00 feet lies to the west, said arc has a chord which bears N02°41'01.5" W 128.75 feet;
Thence S88°55'02" E 584.75 feet to the west line of South Howell Avenue;
Thence S21°12'12" E along said west line 8.85 feet to a point;
Thence S00°37'08" W along said west line 122.37 feet;
Thence S10°07'38" W along said west line 144.71 feet to the point of beginning.

WHEREAS, the Developer has completed the construction and installation of said public improvements in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 14 of the Municipal Code of the City, and the City Engineer has certified the improvements; and

WHEREAS, the Development Agreement was recorded with the Milwaukee County Register of Deeds office on March 28, 2005, as Document #08981794; and

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, to it in hand paid, receipt of which is herein acknowledged and confessed.

1. The Developer hereby gives, grants, conveys and fully dedicates the said public improvements, to the City of Oak Creek, forever, free and clear of all encumbrances whatever, together with and including any and all land, structures, mains, conduits, pipes, equipment, plant appurtenances and hereditaments, which in any way may be a part of or pertain to such public facilities.
2. The Developer hereby warrants and will forever defend the title to the dedicated public improvements, for the Milo Thomas CSM, against all lawful claims of all persons whomsoever.
3. The Developer is hereby released and discharged from the terms of the Development Agreement.

CITY OF OAK CREEK

Daniel J. Bukiewicz, Mayor

Countersigned:

Catherine A. Roeske, City Clerk

STATE OF WISCONSIN)
)SS.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2023, DANIEL J. BUKIEWICZ, Mayor, and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by its Common Council on the ____ day of _____, 2023.

Notary Public
Milwaukee County, Wisconsin
My commission:

This document was drafted by Ashley Kiepczynski, P.E., of the City of Oak Creek Engineering Department.

Approved as to form:

Melissa L. Karls, City Attorney

CERTIFICATE OF THE CITY ENGINEER

I, Matthew J. Sullivan, City Engineer of the City of Oak Creek, do hereby certify:

That the construction and installation of public improvements, installed by the Developer of Milo Thomas CSM, in the City of Oak Creek, have been completed in accordance with the approved designs, plans and specifications therefore, or in accordance with approved changes, variations, alterations and modifications; and

That the public improvements are in satisfactory operating condition; and

That I further certify that the Developer has submitted satisfactory written evidence that they have paid all of the costs incurred in the construction and installation of said systems and improvements.

Dated this _____ day of _____, 2023.

Matthew J. Sullivan, P.E
City Engineer



COMMON COUNCIL REPORT

Item: Final Payment - Fire Station 3 Dorm Remodel Construction Services

Recommendation: That the Common Council approves Resolution No. 12429-081523, accepting the workmanship of J.H. Hassinger LLC., and authorizing final contract payment under Project No. 22009 (1st Aldermanic District).

Fiscal Impact: Final payment of \$20,377.00 is to be paid with American Rescue Plan funds.

- 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: On September 6, 2022, the Common Council awarded this project to the low bidder, J.H. Hassinger, LLC., for a fee of \$196,544.00 which was funded by \$100,000 reserved in CIP #22009 with any necessary additional amount to be supplemented with American Rescue Plan funds.

Attached to this report is the final project payment cost breakdown, which identifies contract items and contract change orders (additions and deletions), that account for the final contract amount. In the end the final project cost comes out to about 3.7% (\$7,231.00) over the awarded bid price.


The contract overages were from two contract change orders that included new carpet and an early completion incentive.

Options/Alternatives: The Council could opt to not accept the work and thus not make the final payment.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

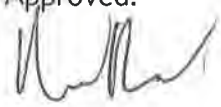
Prepared:


Matthew J. Sullivan, PE
City Engineer

Fiscal Review:


Maxwell Gaggin, MPA
Assistant City Administrator / Comptroller

Approved:


Michael Kressuk, Jr.
Fire Chief

RESOLUTION NO. 12429-081523

BY: _____

**RESOLUTION ACCEPTING THE WORKMANSHIP OF
J.H. HASSINGER, INC.
AND AUTHORIZING FINAL PAYMENT**

**FIRE STATION #3
DORM REMODEL**

PROJECT NO. 22009

(1st ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek, hereinafter referred to as the City, and J.H. Hassinger, LLC., hereinafter referred to as the contractor, entered into a contract whereby the Contractor agreed to perform certain public works under Project No. 22009 for the dorm remodel at Fire Station #3 in the City of Oak Creek, in accordance with plans and specifications prepared by the City Engineer for the agreed price of \$196,544.00; and,

WHEREAS, said total final contract price has been determined to be \$203,775.00 as computed by the City Engineer using actual quantities, as measured, additions and deletions to the contract, and contract unit prices; and,

WHEREAS, the Contractor has completed all of the work set out in the specifications.

WHEREAS, the City Engineer has submitted his final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account, the sum of \$20,377.00.

NOW, THEREFORE, BE IT RESOLVED that the recommendation and report prepared by the City Engineer be accepted.

BE IT FURTHER RESOLVED that the City of Oak Creek does hereby accept the workmanship furnished by the Contractor, subject, however, to all guarantees and other obligations set out in the contract which the City of Oak Creek hereby reserves, if any, and subject to the right of the City of Oak Creek to commence an action or file a third party claim against the Contractor in the event that an action is commenced by anyone against the City of Oak Creek as a result of alleged injuries or wrongful death as a result of the condition of the work site or any other condition related to this project.

BE IT FURTHER RESOLVED that in order to guarantee said workmanship and materials on the dorm remodel for a period of 12 months after the acceptance of the work, the performance or contract bond, which has been made a part of the contract, shall be in effect until 12 months after the passage of the resolution.

BE IT FURTHER RESOLVED that the City, through its proper officials, issues its voucher in the sum of \$20,377.00 to the Contractor in full and final payment of the City's obligations under this contract.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 15th day of August, 2023.

Passed and adopted this 15th day of August, 2023.

President, Common Council

Approved this 15th day of August, 2023.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____



Document G702™ – 1992

APR 18 2023
15:00

APPROVED FOR PAYMENT
40-2240-00970-22009
Retention Billing E-4-2023

Application and Certificate for Payment

TO OWNER: City of Oak Creek 8040 S 6th Street Oak Creek, WI 53154	PROJECT: Fire Station #3 Dorm Remodel 7000 S 6th Street Oak Creek, WI 53154	APPLICATION NO: PERIOD TO: 4/30/2023	OWNER: <input type="checkbox"/>
FROM CONTRACTOR: J.H. HASSINGER, INC. N60 W16289 Kohler Lane Menomonee Falls, WI 53051	VIA ARCHITECT:	CONTRACT FOR: Fire Station #3 Dorm Remodel	ARCHITECT: <input type="checkbox"/>
		CONTRACT DATE: 9/13/2022	CONTRACTOR: <input type="checkbox"/>
		PROJECT NOS: / /	FIELD: <input type="checkbox"/>
		INVOICE NO: 11814	OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract AIA Document G703™, Continuation Sheet, is attached.

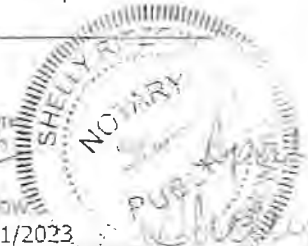
1 ORIGINAL CONTRACT SUM	\$	196,544.00
2 NET CHANGE BY CHANGE ORDERS	\$	7,231.00
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	203,775.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	203,775.00
5 RETAINAGE:		
a. 0% of Completed Work (Columns D + E on G703)	\$	0.00
b. 0% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6 TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$	203,775.00
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	183,397.50
8 CURRENT PAYMENT DUE		20,377.50
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 8 minus Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 7,231.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 7,231.00	\$ 0.00
NET CHANGES by Change Order	\$ 7,231.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: J.H. HASSINGER, INC.
By: _____ Date: 4/27/2023

State of: WI
County of: Waukesha
Subscribed and sworn to before me this _____ 2023
Notary Public: Shelly Ritz
My commission expires: 8/1/2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 20,377.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on the Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Plunkett Raysich/Jason Puestow
By: _____ Date: 4/28/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel: copyright@aia.org

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

VC-1-A

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

APPLICATION NO:

Page 2

containing Contractor's signed Certification, is attached.

APPLICATION DATE: 6

In tabulations below, amounts are stated to the nearest dollar

PERIOD TO: 4/27/2023

Use Column F on Contracts where variable retainage for line items may apply

ARCHITECT'S PROJECT NO: 4/30/2023

LINE	DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G = I)	I BALANCE TO FINISH (C - G)	J RETAINAGE (K - J)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD					
1	Bonds	1,444.00	1,444.00	0.00	0.00	1,444.00	100	0.00	0.00
2	General Conditions	21,000.00	21,000.00	0.00	0.00	21,000.00	100	0.00	0.00
3	Demolition	8,500.00	8,500.00	0.00	0.00	8,500.00	100	0.00	0.00
4	Carpentry	16,500.00	16,500.00	0.00	0.00	16,500.00	100	0.00	0.00
5	Carpentry Materials	5,200.00	5,200.00	0.00	0.00	5,200.00	100	0.00	0.00
6	Doors and Hardware	12,000.00	8,000.00	0.00	4,000.00	12,000.00	100	0.00	0.00
7	Drywall	13,000.00	13,000.00	0.00	0.00	13,000.00	100	0.00	0.00
8	Acoustical Ceilings	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
9	Carpeting & Vinyl Base	2,200.00	2,200.00	0.00	0.00	2,200.00	100	0.00	0.00
10	Painting	3,700.00	3,700.00	0.00	0.00	3,700.00	100	0.00	0.00
11	Fire Protection	8,000.00	8,000.00	0.00	0.00	8,000.00	100	0.00	0.00
12	HVAC	70,000.00	59,000.00	0.00	11,000.00	70,000.00	100	0.00	0.00
13	Electrical	30,000.00	20,000.00	0.00	10,000.00	30,000.00	100	0.00	0.00
14	OO#1	6,031.00	6,031.00	0.00	0.00	6,031.00	100	0.00	0.00
15	OO#2	1,200.00	1,200.00	0.00	0.00	1,200.00	100	0.00	0.00
		203,775.00	178,775.00	0.00	25,000.00	203,775.00	100	0.00	0.00





COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 8/15/23 License Committee Report.

Fiscal Impact: License fees in the amount of \$2,692.50 were collected.

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)
 - * Alexes M. Reinhard (The Waters)
 - * Colin J. Stecker (Classic Lanes)
 - * Fiona Cuka (Walgreens)
 - * Amanda B. Clark (Water Street Brewery)
 - * Linda S. Garcia (Homewood Suites)
 - * Kyle D. Peck (Gastrau's Golf)
 - * Lisa A. Groleau (Piggly Wiggly)
 - * Jason T. Eeten (Kwik Trip)
 - * Amanda L. Swisher (Woodman's)

2. Grant a 2023 Transient Merchant company license to Aptive Environmental LLC, 5132 N 300 W, Ste 150, Provo, UT 84604, and to the following solicitors (favorable background reports received):
 - * Austin Manwill
 - * Benjamin Tolman
 - * Braden Tempel
 - * Brendan Watson
 - * Caleb Uchtyl
 - * Daniel Wray
 - * Ely Williams
 - * Garrett Faragher
 - * Jacob McCune
 - * James Wadsworth
 - * Samuel Seegmiller
 - * Scott Clarke
 - * Stanley Allman

3. Grant a 2023 Secondhand Article Dealers / Secondhand Jewelry Dealers license to William Crescent, Agent, Crescent Jewelers, 18049 Torrence Ave., Lansing, IL 60438, purchasing articles and jewelry at events held in Oak Creek, with release of license subject to final departmental approvals.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller CMC/WCMC
Deputy City Clerk

Fiscal Review:

Maxwell Gagin

Maxwell Gagin, MPA

Assistant City Administrator / Comptroller

Attachments: none

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the July 26, 2023 Vendor Summary Report in the total of \$543,548.19.

Fiscal Impact: Total claims paid of \$543,548.19.

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: Of note are the following payments:

1. \$5,000.00 to AM Painting & Drywall, LLC (pg #1) for wallpaper removal and painting.
2. \$5,545.00 to American Hydraulics, Inc. (pg #1) for cylinder repairs.
3. \$12,644.00 to Buelow Vetter (pg #2) for legal services.
4. \$23,025.37 to Core BTS, Inc. (pg #3) for Cisco maintenance.
5. \$47,493.00 to DoorMaster Garage Door Co. LLC (pg #4) for door replacement and maintenance. Project #23018.
6. \$23,897.55 to E. H. Wolf & Sons, Inc. (pg #4) for fuel inventory.
7. \$18,298.98 to Galls, LLC (pg #5) jacket and MIRT team equipment. Project #23020.
8. \$103,502.88 to GFL Environmental (pg #5) for July trash and recycling.
9. \$7,354.00 to Godfrey & Kahn S.C. (pg #5) for legal services regarding Walden OC development agreement.
10. \$91,697.74 to Oak Creek Water & Sewer Utility (pg #9) for Q1 and Q2 developer billing costs for projects: Drexel storm water lift rehab, Lakeshore Commons phase 1, The Oaks at 8100, Broadacre, Stonebrook on the Park, Peak Car Was, Heyday Oak Creek, and Creek Two. Project #21018.
11. \$5,000.00 to Pitney Bowes Bank Reserve Account (pg #10) for postage refill.
12. \$9,069.60 to Stryker Sales Corporation (pg #12) for stair chairs.
13. \$15,000.00 to The ACL, LLC (pg #12) for sponsorship of ACL Open.
14. \$90,000.00 to Tsunami Car Wash Intermediate Holdings (pg #13) for landscape bond refund.

15. \$11,775.09 to WE Energies (pgs #13-14) 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 Gagin, MPA
Assistant City Administrator/Comptroller

Attachments: 07/26/2023 Invoice GL Distribution Report

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the August 9, 2023 Vendor Summary Report in the total of \$623,246.97.

Fiscal Impact: Total claims paid of \$623,246.97.

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. \$5,750.00 to Audacy Operations, Inc. (pg #3) for radio advertising. (Tourism)
2. \$10,508.50 to Baker Tilly US, LLP (pg #3) for services in connection with 2022 financial and single audits.
3. \$65,749.98 to Bestco UA (pgs #3-4) for September retiree insurance.
4. \$11,665.50 to Buelow Vetter (pg #4) for legal services.
5. \$10,255.20 to DLT Solutions (pg #6) for annual Autodesk/CAD subscription (IT).
6. \$5,445.00 to Eco Resource Consulting, Inc. (pg #6) for Lake Vista PEC mitigation.
7. \$59,580.35 to Graef (pgs #7-8) for Puetz/Liberty Intersection Improvements and Drexel Avenue Streetscape, Projects #22006 & #23002.
8. \$5,504.12 to Hein Electric Supply Co. (pg #8) for street lighting supplies, Project #17024.
9. \$20,377.50 to J. H. Hassinger, Inc. (pg #9) for Fire Station #3 dorm remodel, Project #22009.
10. \$13,697.110 to Kansas City Life Insurance Co. (pgs #9-10) for September disability insurance.
11. \$5,000 to La Macchia Holdings, LLC (pg #11) for humanworks8 Core Values sessions, Project #17027.
12. \$131,465.01 to ModHome, LLC (pg #13) for bond refund.
13. \$5,120.00 to Professional Service Industries (pg #15) for Drexel Avenue groundwater monitoring.
14. \$6,993.35 to Ramboll US Consulting Inc. (pg #16) for Beazer & Connell environmental consulting.
15. \$6,912.28 to Securian Financial Group, Inc. (pgs #17-18) for September employee life insurance.
16. \$15,524.99 to Sherwin Industries, Inc. (pg #18) for road maintenance supplies, Project #22003.

17. \$59,401.28 to US Bank (pgs #25-32) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.

18. \$67,750.78 to WE Energies (pgs #21, 32-33) for street lighting, electricity & natural gas.

19. \$9,246.44 to WI Court Fines & Surcharges (pg #21) for July court fines.

20. \$5,000.00 to WI Dept. of Natural Resources (pg #21) for stormwater municipal fee.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kristina Strmsek
Assistant Comptroller

Fiscal Review:



Maxwell Gaglin, MPA
Assistant City Administrator/Comptroller

Attachments: 8/9/2023 Invoice GL Distribution Report