



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

COMMON COUNCIL MEETING AGENDA

AMENDED

DECEMBER 19, 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 driving the future of the south shore.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance.
3. Approval of Minutes: 12/5/23.

Recognition

4. **Resolution:** Consider Resolution No. 12468-121923, a Resolution of Appreciation to Susan A. Winnen, retiring Environmental Engineer (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.

5. **Rezone and Planned Unit Development amendment:** Consider a request submitted by Ridgeview Drive, LLC (Frontline Commercial Real Estate) to rezone a portion of the property at 1850 W. Oakwood Road to M-1, Manufacturing (NO CHANGE to FW, Floodway: FF, Flood Fringe; or C-1, Shoreland Wetland Conservancy Districts) and to amend the Planned Unit Development (PUD) on the properties at 9970, 10020 and 10040 S. 20th Street and to include a portion of the property at 1850 W. Oakwood Road as part of the PUD (5th District).
6. **Ordinance:** Consider Ordinance No. 3089, rezoning a portion of the property at 1850 W. Oakwood Rd. to M-1, Manufacturing and to establish a Planned Unit Development (PUD) on the properties at 9970, 10020, and 10040 S. 20th St. and a portion of 1850 W. Oakwood Rd. (5th District).
7. **Resolution:** Consider Resolution No. 12465-121923, approving a Certified Survey Map submitted by John Schlueter, Frontline Commercial Real Estate for the properties at 9970, 10020, and 10040 S. 20th St. and 1850 W. Oakwood Rd. (5th District).

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

8. **Rezone and Planned Unit Development:** Consider a request submitted by Jason Atkielski, St. John Properties, Inc., to rezone to Lm-1, Light Manufacturing and establish a Planned Unit Development on the property at 517 E. Rawson Ave. (1st District).
9. **Ordinance:** Consider Ordinance No. 3090, rezoning to Lm-1, Light Manufacturing and to establish a Planned Unit Development on the property at 517 E. Rawson Ave. (1st District).

New Business

10. **Motion:** Consider a motion to concur with the Mayor's appointment of Matthew Sullivan as the Assistant City Administrator/City Engineer, effective January 1, 2024 (by Committee of the Whole).
11. **Resolution:** Consider Resolution No. 12459-121923, approving the Amendment to the Intergovernmental Agreement pursuant to Wis. Stat. § 66.0301 between the City of Oak Creek and City of St. Francis for Police, Ambulance, and Fire Related Dispatch Services (by Committee of the Whole).
12. **Resolution:** Consider Resolution No. 12460-121923, approving the Intergovernmental Agreement pursuant to Wis. Stat. § 66.0301 between the City of Oak Creek and City of St. Francis for Police, Ambulance and Fire Related Dispatch Services (by Committee of the Whole).
13. **Resolution:** Consider Resolution No. 12461-121923, approving the Intergovernmental Agreement pursuant to Wis. Stat. § 66.0301 between the City of Oak Creek and City of South Milwaukee for Police, Ambulance, and Fire Related Dispatch Services (by Committee of the Whole).

ENGINEERING

14. **Resolution:** Consider Resolution No. 12462-121923, authorizing recommended road improvement projects to be advertised for public bid for rehabilitation in 2024 (by Committee of the Whole).
15. **Resolution:** Consider Resolution No. 12463-121923, accepting the workmanship of Parking Lot Maintenance, LLC, and authorizing final contract payment under Project No. 18021 (1st District).
16. **Resolution:** Consider Resolution No. 12464-121923, releasing the developer from the Development Agreement and Deed Restrictions for the Edgemont Estates Subdivision, recorded June 27, 2007 (5th District).
17. **Resolution:** Consider Resolution No. 12466-121923, entering into a Local/County Agreement between the City and Milwaukee County for cost sharing of Milwaukee County's S. 13th Street Reconstruction project from W. Puetz Rd. to W. Drexel Ave. (2nd District).
18. **Resolution:** Consider Resolution No. 12467-121923, accepting the workmanship of Edgerton Contractors, Inc., and authorizing final contract payment under Project No. 23006 (4th District).

LICENSE COMMITTEE

19. **Motion:** Consider a motion to approve the various license requests as listed on the 12/19/23 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

20. **Motion:** Consider a *motion* to approve the December 13, 2023 Vendor Summary Report in the amount of 2,167,604.24. (Of this total, \$2,142,066.92 will affect the 2023 fiscal year, with the remaining \$25,537.32 affecting 2024.) (by Committee of the Whole).
21. **Resolution:** Consider *Resolution* No. 12458-121923, authorizing payment of bills, debts and obligations (by Committee of the Whole).

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 414-766-7000, by fax at 414-766-7976, or by mail at 8040 S. 6th Street, Oak Creek, Wisconsin 53154.

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

RESOLUTION NO. 12468-121923

**RESOLUTION OF APPRECIATION
TO
SUSAN A. WINNEN**

WHEREAS, Susan Winnen commenced her tenure with the City of Oak Creek on February 11, 2002, assuming the role of Environmental Engineer within the Engineering Department; and

WHEREAS, over the course of her extensive service to the City, Sue has played an integral role in several prominent projects, notably contributing to the successful development of Drexel Town Square and the Lake Vista projects; and

WHEREAS, Sue spearheaded the comprehensive remediation efforts at the Lake Vista North properties, addressing historical soil contamination and overseeing the mitigation of low-grade wetlands. Her leadership involved close collaboration with consultants and the local contractor to meticulously monitor bluff stability and assess the optimal, cost-efficient methods for bluff stabilization; and

WHEREAS, Sue skillfully developed various presentations, instrumental in regulatory agency permit applications and meetings with neighboring property owners. Her efforts have consistently fostered a collaborative and unified approach between the City, its citizens and government agencies in the endeavor to restore the lakefront for the benefit of all; and

WHEREAS, Sue's exemplary work and unwavering dedication to the Lake Vista North property projects earned her well-deserved recognition. She played a pivotal role in coordinating the design of the Lake Vista North Bluff Top Stabilization Project in collaboration with the City's environmental consultant; and

WHEREAS, Sue has been a valuable asset to the City of Oak Creek throughout her many years of service, securing millions of dollars in grant funding to offset expenses related to site design, clearing and grading, as well as stabilization and construction activities; and

WHEREAS, Sue retired from her position as Environmental Engineer with the City of Oak Creek Engineering Department on December 6, 2023, marking the completion of over 21 years of dedicated service to the City.

NOW, THEREFORE, BE IT RESOLVED that the City extends its heartfelt best wishes for good health and enduring happiness to Susan A. Winnen and her family in the well-deserved retirement years that lie ahead.

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

Passed and adopted this 19th day of December, 2023.

Kenneth Gehl, Common Council President

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

Vote: Ayes _____ Noes _____

TO BE PUBLISHED NOVEMBER 29 AND DECEMBER 6, 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 Ridgeview Drive, LLC (Frontline Commercial Real Estate) to rezone a portion of the property at 1850 W. Oakwood Road to M-1, Manufacturing (NO CHANGE to FW, Floodway; FF, Flood Fringe; or C-1, Shoreland Wetland Conservancy Districts) and to amend the Planned Unit Development (PUD) on of the properties at 9970, 10020 and 10040 S. 20th Street and to include a portion of the property at 1850 W. Oakwood Road as part of the PUD.

Hearing Date:

December 19, 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):

Frontline Commercial Real Estate

Property Owner(s):

Ridgeview Drive, LLC (Frontline Commercial Real Estate)
Debra J Hamilton

Property Location(s):

9970, 10020 and 10040 S. 20th Street and a portion of the property at 1850 W. Oakwood Road

Tax Key(s):

926-9997-001, 926-9978-001 926-9979 and a portion of 926-9036

Legal Description:

9970, 10020 and 10040 S. 20th Street – (amendment to PUD) also being Lot 1 of proposed CSM. Being a redivision of all of Lot 1 of Certified Survey Map No. 8555; vacated blocks 1,2 and 3 in Oak Manor Subdivision; vacated Lois Lane; vacated Daniel Lane; vacated South 17th Street; and vacated South 20th Street; located in the Northwest ¼ and the Southwest ¼ of the Southeast ¼ of Section 30, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin;

Commencing at the Southwest corner of the Southeast ¼ of Section 30-5-22; thence N89°45'25"E, 572.47 feet; thence N00°11'09"W, 383.00 feet; thence S89°45'25"W, 310.00 feet; thence N00°11'09"W, 372.76 feet to the point of beginning of the lands to be described; thence continuing N00°11'09"W, 530.00 feet; thence S89°37'24"W, 261.07 feet; thence N00°07'31"W, 838.37 feet; thence N89°32'54"E, 1174.12 feet; thence S00°22'35"E, 839.90 feet; thence S89°45'25"W, 194.92 feet; thence S00°11'09"E, 280.00 feet; thence S89°45'25"W, 195.28 feet to the point of beginning.

Part of 1850 W. Oakwood Road (rezoning and part of PUD)

Being a part of Lot 1 of Certified Survey Map No. 8555; located in the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of the

Southeast 1/4 of said Section 30; thence North 00°07'31" East along the west line of said Southeast 1/4 section, 1325.15 feet to the north line of South Judith Place; thence North 89°37'24" East, 261.07 feet to the northwest corner of Lot 1 of said Certified Survey Map No. 8555 and the point of beginning; Thence continuing North 89°37'24" East along the north line of said Lot 1, 390.00 feet to the northeast corner of said Lot 1; thence South 00°11'09" East along the east line of said Lot 1, 250.91 feet; thence South 89°45'25" West, 194.92 feet; thence South 00°11'09" East, 280.00 feet; thence South 89°45'25" West, 195.28 feet to the west line of said Lot 1; thence North 00°11'09" West, along said west line, 530.00 feet to the point of beginning.

The Common Council has scheduled other public hearings for December 19, 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: November 21, 2023
CITY OF OAK CREEK COMMON COUNCIL
By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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

COMMON COUNCIL REPORT

- Item:** Rezone and Planned Unit Development – 9970, 10020, and 10040 S. 20th St. & a portion of 1850 W. Oakwood Rd. - John Schlueter, Frontline Commercial Real Estate
- Recommendation:** That the Council considers Ordinance 3089, an ordinance to rezone a portion of the property at 1850 W. Oakwood Rd. to M-1, Manufacturing and to establish a Planned Unit Development (PUD) on the properties at 9970, 10020, and 10040 S. 20th St. & a portion of 1850 W. Oakwood Rd. (5th Aldermanic District)
- Fiscal Impact:** Approval of the request is one of several required steps in the entitlement process that will allow for the redevelopment of the property with new commercial and light manufacturing buildings. Development of the lot will yield positive fiscal impacts in terms of assessed value, permit and review fees, and an estimated \$73,363 in impact fees. This property is part of TID 7.
- Critical Success Factor(s):**
- Active, Vibrant, and Engaged Community
 - Financial Stability and Resiliency
 - Thoughtful Growth and Prosperous Local Economy
 - Clean, Safe, and Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicant is requesting that a portion of the property at 1850 W. Oakwood Rd. (Lot 1 of proposed CSM) be rezoned to M-1, Manufacturing, and that the existing Planned Unit Development (PUD) currently affecting the properties at 9970, 10020, and 10040 S. 20th St. be amended. A CSM reconfiguring the properties at 9970, 10020, and 10040 S. 20th St. and 1850 W. Oakwood Rd. was recommended for Common Council approval at the November 14, 2023 meeting, and will be reviewed on tonight's agenda. The PUD, affecting the properties at 9970, 10020, and 10040 S. 20th St., was approved in 1988 by Ord. 1294 (see attached).

In addition to adding the portion of 1850 W. Oakwood Rd. that will become part of Lot 1 to the PUD, the following amendments are proposed:

- Format of the Conditions and Restrictions to the current standard.
- Update of parking and access requirements current standards, including the Ridgeview Drive cul-de-sac. Note that reductions of the parking setbacks to property lines and streets have been requested.
- Clarification of allowed and prohibited uses, and maintenance and operation requirements.
- Inclusion of current landscaping, lighting, and sign standards.
- Addition of the Time of Compliance, Violations & Penalties, Revocation, & Acknowledgement sections.

Included with this report for Plan Commission consideration are amended Conditions and Restrictions incorporating the recommended amendments to the existing PUD. Approval of the rezone with the amendments to the Planned Unit Development, including the conditions and restrictions, is not an endorsement of any site, architectural, landscaping, lighting, or any other plan that will be required to be approved by the Plan Commission as stated in the Conditions and Restrictions included with this report.

The Plan Commission reviewed both the request for an Official Map Amendment and the Rezone/PUD requests at their meeting on December 12, 2023. Considerable discussion regarding the requirements for public access via a permanent cul-de-sac on Ridgeview Drive, and coordination with the current landowner of the property on which the cul-de-sac is proposed (Sudpack – 9900 S. Ridgeview Dr.) occurred during the meeting. While a representative from Sudpack attended the meeting, they were unable to confirm whether the proposal was supported by the corporate landowner. Development of the PUD properties requires the extension of Ridgeview Drive, including the permanent cul-de-sac. The coordination with the landowner and potential acquisition of the property, construction of the required public improvements, and dedication to the City are the responsibility of the developer.

After careful consideration, and recognizing that continued discussions between the applicant and Sudpack are necessary to advance the development, Plan Commission recommended approval subject to the attached Conditions and Restrictions.

Options/Alternatives: Council has the following options available:

1. Approve the requests as presented.
2. Approve the requests with modifications to the Conditions and Restrictions.
3. Hold the request until such time as the Official Map Amendment is approved and access agreements are resolved.
4. Disapprove the requests based on specific findings per Section 17.0703 (attached).

The approval of the rezone with a PUD is one of several review steps and requirements for the development. Denial would likely result in the properties remaining in their present condition.

Respectfully submitted:



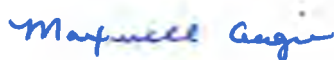
Andrew J. Vickers, MPA
City Administrator

Prepared:



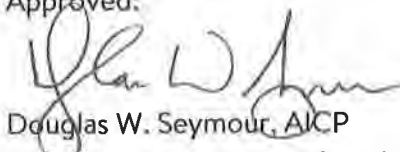
Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ord 3089

Location Map

Sec. 17.0703 (3 pages)

Narrative & Ord. 1294 (10 pages)

Concept Plan/General Development Plan (1 page)

Draft Conditions & Restrictions (8 pages)

ORDINANCE NO. 3089

By: _____

AN ORDINANCE TO REZONE A PORTION OF THE PROPERTY AT 1850 W. OAKWOOD RD. TO M-1, MANUFACTURING AND TO AMEND THE EXISTING PLANNED UNIT DEVELOPMENT (PUD) FOR THE PROPERTIES AT 9970, 10020, AND 10040 S. 20TH ST. AND A PORTION OF 1850 W. OAKWOOD RD.

(5th Aldermanic District)

WHEREAS, on May 17, 1988, the Oak Creek Common Council adopted Ordinance No. 1294, approving the rezone of properties identified as being within the 10030-10070 Block of S. 20th St. and E. to I-94; and

WHEREAS, that ordinance affected the following legally described properties;

Lot 1-9, Block 1, Lots 1-2, Block 2, Lots 1-9, Block 3, Lots 10-18 Block 2 of the Oak Creek Manor Subdivision, being a part of the SE ¼ of Section 30, Town 5 North, Range 22 East.

WHEREAS, JOHN SCHLUETER, FRONTLINE COMMERCIAL REAL ESTATE, with support of the landowner of 1850 W. Oakwood Rd., has applied for rezoning a portion of the property at 1850 W. Oakwood Rd. to M-1, Manufacturing and to amend the existing Planned Unit Development (PUD) for and including the properties at 9970, 10020, and 10040 S. 20th St. and a portion of 1850 W. Oakwood Rd.

WHEREAS, the above properties are more precisely described as follows:

Lot 1 of Certified Survey Map No. (to be recorded), being a redivision of all of Lot 1 of Certified Survey Map No. 8555; vacated Blocks 1, 2, and 3 in Oak Manor Subdivision; vacated Lois Lane; vacated Daniel Lane; vacated South 17th Street; and vacated South 20th Street; located in the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

Containing in all 1,139,135 square feet (26.1509 acres) of lands, more or less.

WHEREAS, the Plan Commission reviewed the application and recommended that a portion of the property at 1850 W. Oakwood Rd. be rezoned to M-1, Manufacturing PUD and that the Conditions and Restrictions for said PUD for the properties at 9970, 10020, and 10040 S. 20th St. and a portion of 1850 W. Oakwood Rd. be amended; and

WHEREAS, the Common Council held a public hearing on said application on December 19, 2023 at which time all interested parties appeared and were heard.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, a portion of the lands hereinabove described are hereby rezoned to M-1, Manufacturing, and the Conditions and Restrictions adopted pursuant to Ordinance No. 1294

affecting the lands at 9970, 10020, and 10040 S. 20th St. and a portion of 1850 W. Oakwood Rd. herein above described, per Exhibit A, and the Zoning Map of Chapter 17 of the Municipal Code is amended to reflect the rezoning.

SECTION 2: The Planned Unit Development is subject to the aforementioned Conditions and Restrictions on the design, construction and operation of the M-1, Manufacturing Planned Unit Development (PUD). The General Development Plan attached thereto as part of Exhibit A is hereby approved. Any substantial changes to the General Development Plan shall be subject to approval by the Common Council and may require additional public hearings.

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 contravening the provisions of this ordinance 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: 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 19th day of December, 2023.

President, Common Council

Approved this 19th day of December, 2023.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT A: CONDITIONS AND RESTRICTIONS

| City of Oak Creek – Planned Unit Development (PUD) AMENDED Conditions and Restrictions | | |
|---|---|---|
| Applicant: | Frontline Commercial Real Estate | Approved by Plan Commission: 12-12-23 |
| Property Address(es): | 9970, 10020, & 10040 S. 20 th St., 1850 W. Oakwood Rd. (Lot 1 of a proposed CSM) | Approved by Common Council: 12-19-23 (Ord. 3089, Amend. Ord. 1294) |
| Tax Key Number(s): | 926-9977-001, 926-9978-001, 926-9979-000, 926-9036-000 (portion) | |

1. LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. (to be recorded), being a redivision of all of Lot 1 of Certified Survey Map No. 8555; vacated Blocks 1, 2, and 3 in Oak Manor Subdivision; vacated Lois Lane; vacated Daniel Lane; vacated South 17th Street; and vacated South 20th Street; located in the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

Containing in all 1,139,135 square feet (26.1509 acres) of lands, more or less.

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 Planned Unit Development shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building permits for each phase. This plan shall be in substantial conformance with the adopted General Development Plan (see Exhibit A) and show and describe the following:

- | | |
|--|--|
| <p>1) General Development Plan</p> <ul style="list-style-type: none"> a) Detailed building/structure location(s) with setbacks b) Square footage of all buildings/structures c) Area(s) for future expansion/phases c) Area(s) to be paved d) Access drive(s) (width and location) e) Sidewalk location(s) f) Parking layout and traffic circulation <ul style="list-style-type: none"> i) Location(s) and future expansion ii) Number & type(s) of buildings/structures iii) Number of all parking spaces iv) Dimensions v) Setbacks & buffers g) Location(s) of loading berth(s) h) Location of sanitary sewer (existing & proposed) i) Location of water (existing & proposed) j) Location of storm sewer (existing & proposed) k) Location(s) of wetlands (if verified) l) Location(s) and details of sign(s) m) Location(s) and details of proposed fences/gates | <p>2) Landscape Plan</p> <ul style="list-style-type: none"> a) Screening plan, including parking lot screening behind & buffer areas b) Number, initial & mature sizes, and types of plantings; tree inventory & retention/replacement plan c) Percentage open/green space <p>3) Building Plan</p> <ul style="list-style-type: none"> a) Architectural elevations (w/dimensions) b) Building floor plans (w/dimensions) c) Materials of construction (including colors) <p>4) Lighting Plan</p> <ul style="list-style-type: none"> a) Types & color of fixtures a) Mounting heights b) Types & color of poles c) Photometrics of proposed fixtures <p>5) Grading, Drainage and Stormwater Management Plan</p> <ul style="list-style-type: none"> a) Contours (existing & proposed) b) Location(s) of storm sewer (existing and proposed) c) Location(s) of stormwater management structures and basins/green infrastructure (if required) <p>6) Fire Protection</p> <ul style="list-style-type: none"> a) Locations of existing & proposed fire hydrants b) Interior floor plan(s) c) Materials of construction |
|--|--|

EXHIBIT A: CONDITIONS AND RESTRICTIONS

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 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. All future land divisions shall follow subdivision plat, and/or condominium plat, and/or certified survey map procedures. If required by the Common Council, a development agreement shall be completed between the owner and the City prior to approval of said land division document to ensure the construction/installation of public improvements required in these Conditions and Restrictions, Chapter 14 (as amended), and all other applicable Sections of the Municipal Code (as amended).
- H. A tree preservation and replacement plan with pre-development inventory shall be submitted to the Plan Commission for approval in conformance with the requirements of Sec. 17.0505(d) (as amended).
- I. A Master Landscaping Plan for the overall development shall be submitted to the Plan Commission for approval prior to the review of and permit issuance for any project within the Planned Unit Development. For each stage of development, detailed landscaping plans in conformance with the requirements of Sec. 17.0501 and Sec. 17.0505 (as amended) shall be submitted to the Plan Commission for approval prior to the issuance of a building permit. Landscaping, in accordance with the approved plan, shall be installed for each phase prior to the issuance of occupancy permits for that phase.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed within this Planned Unit Development shall be limited to one (1) manufacturing/industrial/warehouse building in excess of 200,000 square feet, those uses allowed in the M-1, Manufacturing zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended). Any other use listed as Conditional in the M-1 district shall require a Conditional Use Permit.
- B. The southern portion of Lot 1 shall be restricted to stormwater management facilities and associated infrastructure, green space, and landscaping and Transition Zone/buffer areas. There shall be no structures, parking, signage, etc. on the southern portion of Lot 1. See Exhibit B for location.
- C. There shall be no outdoor storage, rental, or sale of equipment, merchandise, parts, supplies, vehicles, or any other materials on the property. Outdoor storage shall be limited to semi-trucks and trailers in loading dock areas and any striped stalls as approved by the Plan Commission as part of the review of site and building plans. Truck and trailer docks and parking areas shall be landscaped and screened in accordance with site and landscaping plans approved by the Plan Commission.

**EXHIBIT A:
CONDITIONS AND RESTRICTIONS**

- D. All parking areas shall be striped, screened, and landscaped in conformance with approved site plans and Sec. 17.0505 of the Municipal Code (as amended).
- E. Drive aisles for the facility shall be designed in conformance with Sec. 17.0414(g) of the Municipal Code (as amended).
- F. Exterior building materials and design shall conform to the requirements of Sec. 17.0511 of the Municipal Code (as amended).
- G. All signs shall conform to the requirements of Sec. 17.0601 – 17.0609 of the Municipal Code (as amended).
- H. The number, size, location, and screening of appropriate solid waste collection units shall be in conformance with Sec. 17.0506 of the Municipal Code (as amended) and plans approved by the Plan Commission.
- I. All solid waste and recycling shall be the responsibility of the property owner.
- J. 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. Access to the property from Ridgeview Drive shall require the construction of a permanent cul-de-sac in conformance with all City design standards and requirements. Acquisition of, and/or coordination with the property owner of, the property on which the cul-de-sac is to be constructed, construction of the cul-de-sac, and dedication of the public right-of-way shall be the responsibility of the developer.
- B. The number, design, and location of off-street parking and loading for this Planned Unit Development shall meet the standards of Sections 17.0501 and 17.0502 of the Municipal Code (as amended).
- C. Screening of loading and parking areas, including truck and trailer parking areas, shall be in conformance with Sec. 17.0505 of the Municipal Code (as amended) and plans approved by the Plan Commission.

5. LANDSCAPING

- A. A tree preservation and preservation/replacement plan with pre-development inventory shall be submitted to the Plan Commission for approval in conformance with the requirements of Sec. 17.0505(d) (as amended).
- B. A Master Landscaping Plan for the overall Planned Unit Development shall be submitted to the Plan Commission for approval prior to the review of and permit issuance for any project within the Planned Unit Development.
- C. Minimum transition areas and design standards, in accordance with Section 17.0505(b)(4) (as amended), shall be incorporated into the overall landscaping plan and detailed landscaping plans for each phase of the Planned Unit Development. Transition Zone D shall be required along the south property line and truck/trailer parking area as approved by the Plan Commission.
- D. Detailed landscaping plans for each phase of the development shall be approved by the Plan

EXHIBIT A: CONDITIONS AND RESTRICTIONS

Commission, or their designee, prior to the issuance of building permits for that phase

- E. Landscaping shall be installed for each phase prior to the issuance of occupancy permits for that phase in accordance with City policy.

6. LIGHTING

- A. All plans for 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, with the exception of architectural accent wash lighting, garden/pathway lighting, and well lighting, shall be full cutoff fixtures with the light source fully shielded and directed downward.
- C. The color temperature of parking lot fixtures adjacent to a single-family residential district line (south) shall be limited to a maximum of 3,500 Kelvins.
- D. Architectural accent wash lighting and well lighting, including wall-mounted lighting and ground-mounted lighting located within three feet of a building/structure, shall be integrated with the architectural character of the building/structure and shall use low-luminosity lamps, with 2,000 source lumens or less. The illumination on any vertical surface shall not exceed 0.5 maintained foot-candle and shall not spill over roof lines or building edges.
- E. Building-mounted lighting shall not be mounted higher than the highest point of the building.

7. IMPACT FEES

Buildings constructed as part of this Planned Unit Development shall be subject to the collection of impact fees as required by Section 3.40 of the Municipal Code (as amended)

8. BULK AND DIMENSIONAL REQUIREMENTS, SETBACKS

| | |
|--|---------------------|
| <i>Lot Standards (Minimum)</i> | |
| Lot Area | 1 acre |
| Lot Width | 200 ft |
| <i>Yard Setbacks (Minimum)</i> | |
| Front (north) | 40 ft |
| Side (east) / Interior Side (west) | 20 ft |
| Rear (south) | 20 ft |
| Wetlands (1) | 15 ft / 5-ft buffer |
| <i>Building Standards (Maximum)</i> | |
| Height | 55 ft |
| Building Coverage | 70% |
| Lot Coverage | 70% |
| <i>Parking (Minimum) (2)</i> | |
| Transition Zones (See Sec. 17.0505) | Zone D (south) |
| Front (north) / Side (east) / Interior Side (west) | 15 ft |

**EXHIBIT A:
CONDITIONS AND RESTRICTIONS**

| | |
|--|-------|
| Rear (south; Transition Zone D) | 20 ft |
| Notes: | |
| (1) Setbacks from wetlands shall be a minimum of fifteen (15) feet with a five (5) foot undisturbed buffer. These requirements may be adjusted by the Plan Commission as part of Site and Building Plan Review in conformance with Wisconsin Department of Natural Resources (WI DNR) approvals and permits. | |
| (2) No parking or loading area shall be located closer than 20 ft to a single-family residential district line. Transition Zone D shall be required along the south property line and around any parking, truck/trailer parking, or loading area adjacent to a single-family residential district line. | |

9. TIME OF COMPLIANCE

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

10. 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.

11. VIOLATIONS & PENALTIES

Any violations of the terms of this Planned Unit Development 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 Planned Unit Development 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 Planned Unit Development, subject to the provisions of paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Planned Unit Development or to seek an injunction regarding any violation of this Planned Unit Development or any other City ordinances

12. REVOCATION

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 Planned Unit Development approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Planned Unit Development as set forth in Section 17.1007 of the Municipal Code (as amended).

13. 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.

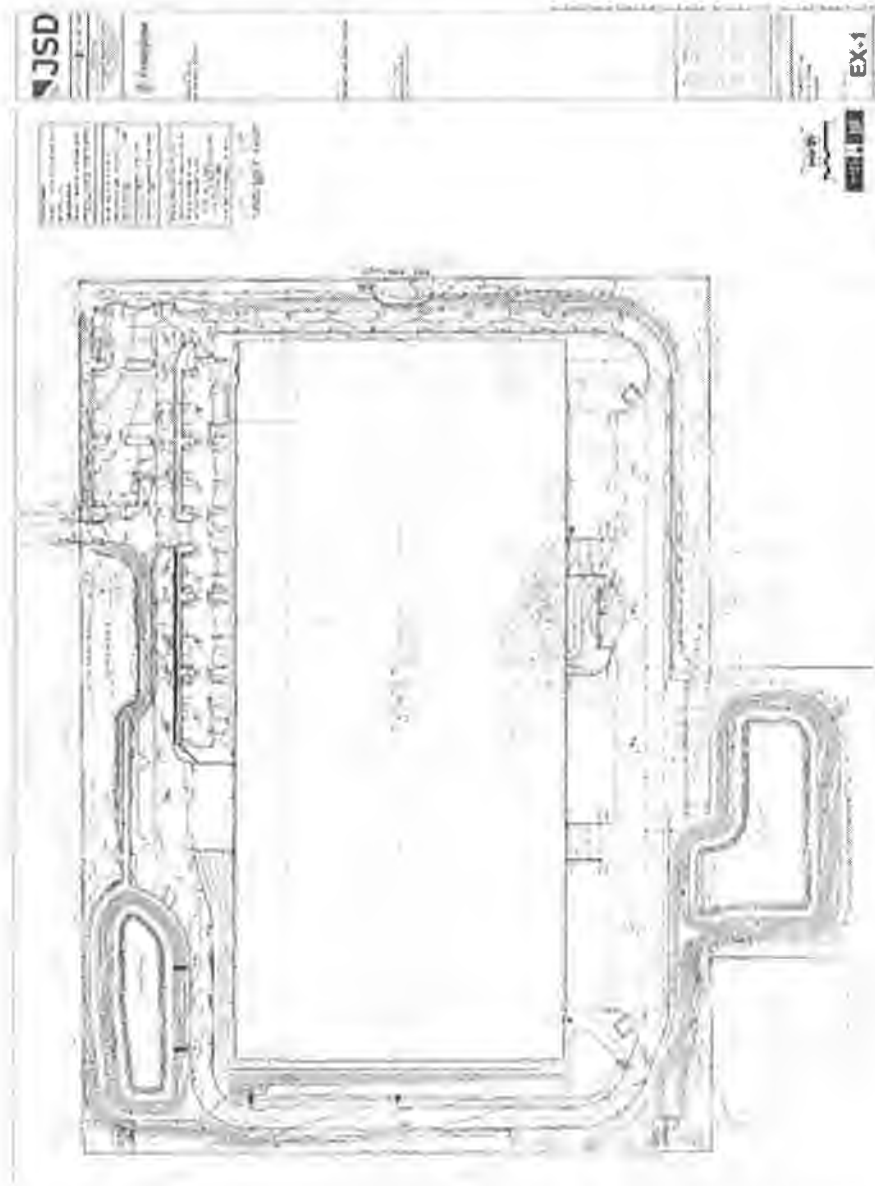
Owner / Authorized Representative Signature

Date

(please print name)

EXHIBIT A: CONDITIONS AND RESTRICTIONS

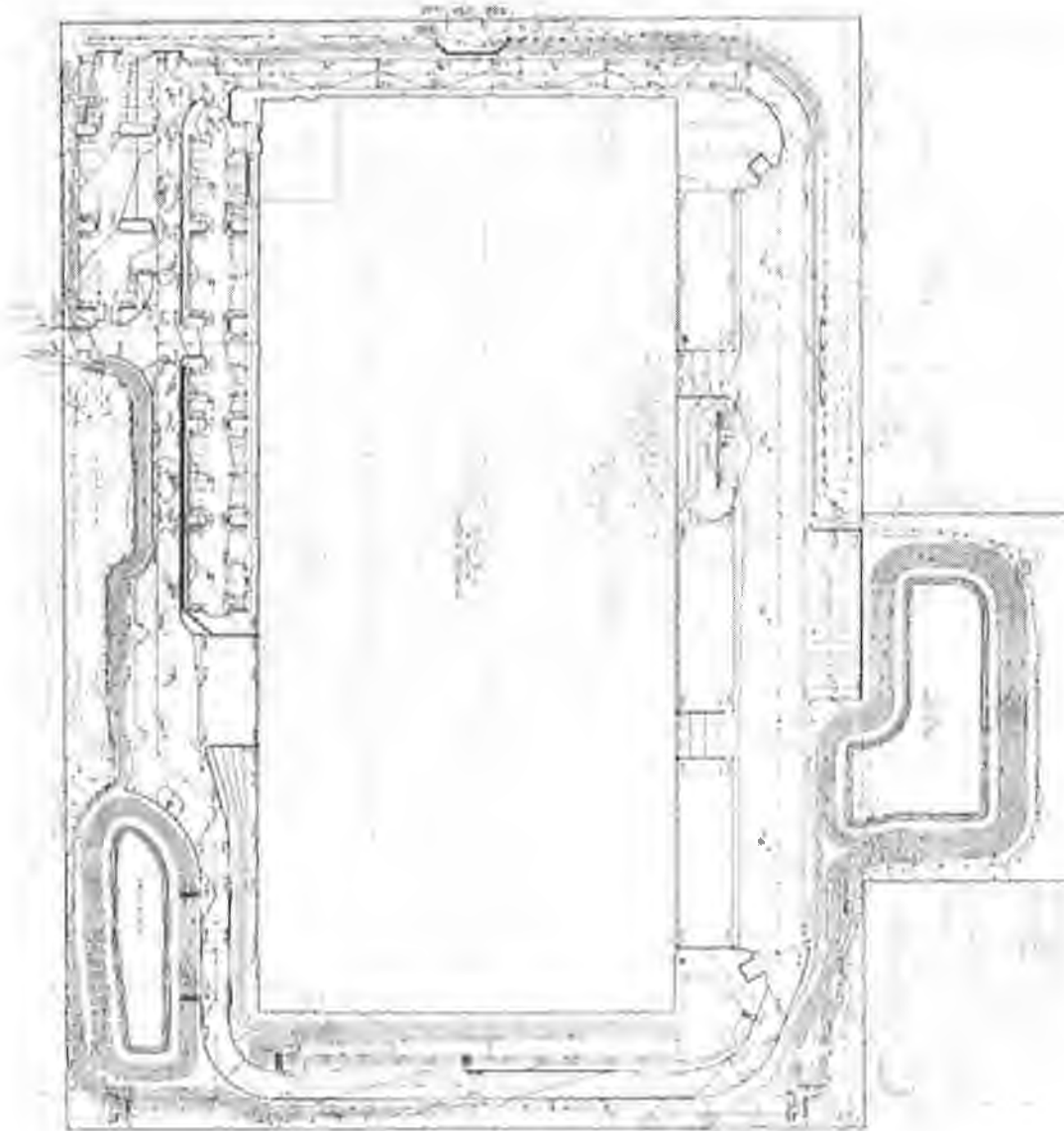
EXHIBIT A: GENERAL DEVELOPMENT PLAN¹



¹ (For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Planning Commission.)

**EXHIBIT A:
CONDITIONS AND RESTRICTIONS**

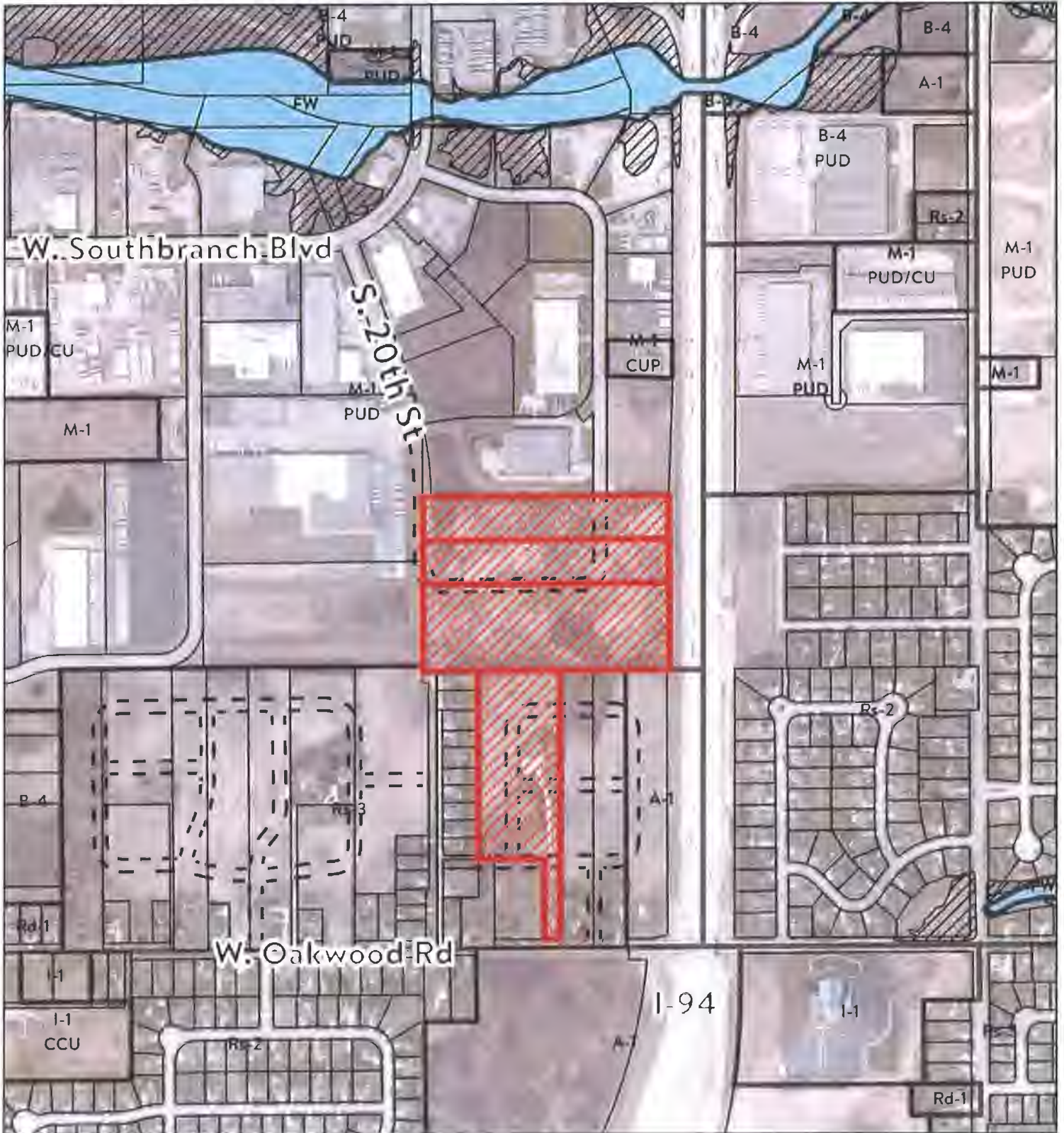
**EXHIBIT A:
GENERAL DEVELOPMENT PLAN²
(Enlarged)**



² (For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

Location Map

9970, 10020, 10040 S. 20th St & 1850 W. Oakwood Rd



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

Legend



0 0.04 0.09 0.17 Miles



- Parcels
- Zoning
- Official Map

- Flood Fringe
- Floodway
- Subject Properties

§ 17.0703. Standards for review.

Approval of development through the use of a planned unit development, including modifications to conventional zoning and subdivision regulations, is a privilege and will be considered by the City only in direct response to the accrual of tangible benefits from the planned development to the City or the neighborhood in which it would be located. These benefits shall be in the form of exceptional amenities, outstanding environmental, landscape, architectural or site design, or the conservation of special man-made or natural features of the site. In reviewing an application for a planned development, the Plan Commission and/or the Common Council, as the case may be, shall be required to make certain findings based on the following standards:

- (a) Required findings. No application for a planned development shall be approved unless all the following findings are made about the proposal:
 - (1) Comprehensive plan. The planned development shall be consistent with the goals, objectives, and policies set forth in the Comprehensive Plan.
 - (2) Public welfare. The planned development shall be so designed, located, and proposed to be operated and maintained that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.
 - (3) Impact on public facilities and resources. The planned development shall be so designed that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve it. The planned development shall include such impact fees as may be reasonably determined by the Common Council. These required impact donations shall be calculated in reasonable proportion to impact of the planned development on public facilities and infrastructure.
 - (4) Archaeological, historical or cultural impact. The planned development shall not substantially adversely impact an archaeological, historical, or cultural resource, included on the state or federal register, located on or off the parcel(s) proposed for development.
 - (5) Parking and traffic. The planned development shall have or make adequate provision to provide necessary parking and ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets and provides adequate access for emergency vehicles.
 - (6) Adequate buffering. The planned development shall have adequate landscaping, public open space, and other buffering features to protect uses within the development and surrounding properties.
- (b) Modification standards. In addition to the findings required above, the following standards shall be utilized in considering applications for modifications of the conventional zoning and subdivision regulations for a planned development. These standards shall not be regarded as inflexible but shall be used as a framework by the City to test the quality of the amenities, benefits to the community, and design and desirability of the proposal.

- (1) Integrated design. A planned development shall be laid out and developed as a unit in accordance with an integrated overall design. This design shall provide for safe, efficient, convenient, and harmonious grouping of structures, uses and facilities, and for appropriate relation of space inside and outside buildings to intended uses and structural features.
- (2) Beneficial common open space. Any common open space in the planned development beyond the minimum 30% required shall be integrated into the overall design. Such spaces shall have a direct functional or visual relationship to the main building(s) and not be of isolated or leftover character. The following would not be considered usable common open space:
 - a. Areas reserved for the exclusive use or benefit of an individual tenant or owner.
 - b. Dedicated streets, alleys, and other public rights-of-way.
 - c. Vehicular drives, parking, loading and storage area.
 - d. Irregular or unusable narrow strips of land less than 15 feet wide.
- (3) Location of taller buildings. Taller buildings shall be located within the planned development in such a way as to dissipate any material adverse impact on adjoining lower buildings within the development or on surrounding properties and shall not unreasonably invade the privacy of occupants of such lower buildings.
- (4) Functional and mechanical features. Exposed storage areas, trash and garbage retainers, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures shall be accounted for in the design of the planned development and made as unobtrusive as possible. They shall be subject to such setbacks, special planting or other screening methods as shall reasonably be required to prevent their being incongruous with the existing or contemplated environment and the surrounding properties.
- (5) Visual and acoustical privacy. The planned development shall provide reasonable visual, and acoustical privacy for each dwelling unit, tenant space, and adjacent property. Fences, insulations, walks, barriers, and landscaping shall be used as appropriate for the protection and aesthetic enhancement of property and the privacy of its occupants, screening of objectionable view or uses, and reduction of noises.
- (6) Energy efficient design. A planned development shall be designed with consideration given to various methods of site design and building location, architectural design of individual structures, and landscaping design capable of reducing energy consumption within the planned development.
- (7) Landscape conservation and visual enhancement. The existing landscape and trees in a planned development shall be conserved and enhanced, as feasible,

by minimizing tree and soil removal, and the conservation of special landscape features such as streams, ponds, groves, and landforms. The addition or use of larger trees, shrubs, flowers, fountains, ponds, special paving amenities will be encouraged to the extent of their appropriateness and usefulness to the planned development and the likelihood of their continued maintenance.

- (8) Drives, parking and circulation. Principal vehicular access shall be from dedicated public streets, and access points shall be designed to encourage smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. With respect to vehicular and pedestrian circulation, including walkways, interior drives and parking, special attention shall be given to location and limiting the number of access points to the public streets through the use of cross access connections, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, adequate provision for service by emergency vehicles, and arrangement of parking areas that are safe and convenient, and insofar as feasible, do not detract from the design of proposed buildings and structures and the neighboring properties.
- (9) Surface water drainage. Special attention shall be given to proper site surface drainage so that removal of surface waters will not adversely impact neighboring properties or the public storm drainage system. Surface water in all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic.



Attachment to Plan Commission Application (Narrative Description of Project) for PUD Amendment

November 20, 2023

This Attachment to the Plan Commission Application (Narrative Description of Project) is submitted by Frontline Commercial Real Estate, LLC (the "Applicant") through its attorneys Amundsen Davis, LLC, architects Stephen Perry Smith Architects, Inc., and civil engineers JSD Professional Services, Inc., in support of its application for an amendment to Ordinance 1294 adopted May 17, 1988 as the "M-1, PD-Limited Manufacturing/Planned Development" zoning district (hereinafter, the "PUD") pursuant to Article VII (§§ 17.0701 et seq.), Oak Creek Municipal Code.

The subject parcels are located at **9970 South 20th Street** (Tax Key No.: 9269977001), **10020 South 20th Street** (Tax Key No.: 9269978001), **10040 South 20th Street** (Tax Key No.: 9269979000), and **1850 W. Oakwood Road** (Tax Key No.: 9269036000) all of which will be reconfigured by Certified Survey Map filed separately but concurrent hereto. CSM Lot 1 will be the "Development Property" totaling 1,139,135 square feet (26.1509 acres) and CSM Lot 2 will remain and be the "Residential Property" totaling 230,536 square feet (5.2924 acres).

The Applicant will develop Lot 1 consistent with the M-1/ PUD zoning (the "Project") but the new building to be constructed will be limited to the northern portion of Lot 1. The Residential Property will be retained by the current owner for residential use.

I. History of the Properties

The northern portion of Lot 1 is located in the Southbranch Industrial Park at the end of Ridgeview Drive along the western side of I-94/41. Frontline purchased that land in 2023 and it will purchase the following described property to become part of the Development Property:

Being a part of Lot 1 of Certified Survey Map No. 8555; located in the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the southwest corner of the Southeast 1/4 of said Section 30; thence North 00°07'31" East along the west line of said Southeast 1/4 section, 1325.15 feet to the north line of South Judith Place; thence North 89°37'24" East, 261.07 feet to the northwest corner of Lot 1 of said Certified Survey Map No. 8555 and the point of beginning;

Thence continuing North 89°37'24" East along the north line of said Lot 1, 390.00 feet to the northeast corner of said Lot 1; thence South 00°11'09" East along the

east line of said Lot 1, 250.91 feet; thence South 89°45'25" West, 194.92 feet; thence South 00°11'09" East, 280.00 feet; thence South 89°45'25" West, 195.28 feet to the west line of said Lot 1; thence North 00°11'09" West, along said west line, 530.00 feet to the point of beginning.

Containing in all 152,355 square feet (3.4976 acres) of lands, more or less (hereinafter the "Southern Portion of Lot 1").

II. PUD Amendment

As set forth in detail below, an amendment to the PUD is necessary to rezone the Southern Portion of Lot 1 for the Project, add important use restrictions to the PUD for the Southern Portion of Lot 1, align the PUD with the uses set forth in the base M-1 Manufacturing District, and adopt minor modifications to certain setbacks in the northern portion of Lot 1.

a. PUD Parcel

The parcel of land subject to the PUD as set forth in the second WHEREAS of Ordinance 1294 (*see* PUD p. 1, attached hereto) shall be replaced with the following:

Lot 1 of Certified Survey Map No. _____, recorded on _____, 202__ at Milwaukee County Register of Deeds Office as Document No. _____, being a redivision of all of Lot 1 of Certified Survey Map No. 8555; vacated Blocks 1, 2, and 3 in Oak Manor Subdivision; vacated Lois Lane; vacated Daniel Lane; vacated South 17th Street; and vacated South 20th Street; located in the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

Containing in all 1,139,135 square feet (26.1509 acres) of lands, more or less.

See also Lot 1 of CSM application, on file.

b. Building and Parking Setbacks

The following setbacks set forth in Section 5, "Building and Parking Setbacks" of Ordinance 1294 (*see* PUD p. 5, attached hereto), shall be replaced with the following:

Surface Parking Front Setback: 15 ft. (previously 40 ft.; applicable to north property line)

Surface Parking Rear Setback: 15 ft. (previously 40 ft.; applicable to south property line)

Surface Parking Side Setback Abutting a Street¹: 25 ft. (previously 40 ft.; applicable to east property line)

¹ This setback does not need to be amended if I-94/41 is not considered a "street" as defined by the Oak Creek Code of Ordinances because the Project complies with a 15 ft. Surface Parking Side Setback in the northeast corner.

c. Permitted Uses

The permitted uses set forth in Section 7, "Permitted Uses" of Ordinance 1294 (*see* PUD p. 6, attached hereto), shall be amended to include the following:

H. Stormwater management facilities, including, but not limited to, underground detention facilities and water quality features designed to reduce the amount of stormwater runoff to surrounding properties.

I. Undeveloped greenspace that does not contain any principal structures, surface parking, or any vehicle loading or unloading areas.

J. Any use listed as a permitted use in the M-1 Manufacturing District.

K. Unless otherwise permitted by this Section 7 of this ordinance, any use listed as a conditional use in the M-1 Manufacturing District that is granted a conditional use permit.

d. Use Restrictions

The permitted uses for the Southern Portion of Lot 1 shall be restricted to the uses set forth in Sections 7.H. and 7.I., "Permitted Uses" of Ordinance 1294, as amended.

III. CONCLUSION

The foregoing PUD amendments will rezone the Southern Portion of Lot 1 for consistent PUD zoning of the Development Parcel, to limit the uses of the Southern Portion of Lot 1 for the Project as intended (for undeveloped greenspace and stormwater management purposes), and adjust the setbacks for the Project. Frontline Commercial Real Estate respectfully requests approval of the PUD Amendment.

Respectfully Submitted,

Frontline Commercial Real Estate, LLC
John Schlueter, President

Stephen Perry Smith Architects, Inc.
Matthew Mano, AIA, LEED AP

Architects for Frontline

Amundsen Davis, LLC
Brian C. Randall, Esq.
Katherine M. Hampel, Esq.

JSD Professional Services, Inc.
Rizal W. Iskandarsjach, P.L.S., P.E.
Andrew Mertz, P.E.

Attorneys for Frontline

Civil Engineers for Frontline

ORDINANCE NO. 1294

BY Alld. Daily

AN ORDINANCE TO REZONE A PARCEL OF LAND
FROM R-2 RESIDENTIAL DISTRICT
TO M-1, PD - LIMITED MANUFACTURING/PLANNED DEVELOPMENT

(Hattie Czerwinski and Bruce Tate)
(10030-10070 Block of S. 20th St. and E. to I-94)
(6th Aldermanic District)

WHEREAS, Hattie Czerwinski and Bruce Tate have petitioned the Common Council of the City of Oak Creek to change the zoning on a parcel of land located in the 10030-10070 Block of future South 20th Street and East to I-94, Oak Creek, Wisconsin; and,

WHEREAS, more specifically, the petitioners have requested the following described parcel of land be rezoned from its present zoning to the zoning hereinafter set forth, to-wit:

Lot 1-9, Block 1, Lots 1-2, Block 2, Lots 1-9, Block 3, Lots 10-18, Block 2 of the Oak Creek Manor Subdivision, being a part of the SE 1/4 of Section 30, Town 5 North, Range 22 East.

and,

WHEREAS, in accordance with Section 66.23(7) Sub (3)(d) Wisconsin Statutes the Common Council had referred the request to the Plan Commission for its recommendation and report and the City Clerk had advertised the matter for a public hearing; and,

WHEREAS, the Common Council held a public hearing on said matter on April 18, 1988 at which time all persons interested appeared and were heard; and,

1. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. A precise detailed site plan shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building permits. This plan shall show and describe the following:

1. Detailed locations, shapes and dimensions of all existing or proposed buildings or structures.
2. Proposed building elevations.
3. Off-street parking arrangements.

4. Proposed pedestrian and vehicular circulation within the special use.
 5. Proposed utility services.
 6. Areas proposed for hard surfacing.
 7. Points of access (i.e. driveways) to the special use.
 8. Signs.
- B. All plans for new buildings, additions or exterior remodeling shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.
- C. For any new buildings or structures and additions, a site grading and drainage plan shall be submitted to the City Engineer for approval. The City Engineer's approval must be received prior to the issuance of any building permits.
- D. A Development Agreement shall be completed between the owner and the City so as to ensure the construction of installation of public or other improvements required in Item 1D and/or as specified by these conditions and restrictions.
- E. Plans and specifications for any necessary public improvements within developed areas (e.g. sanitary sewer, watermain, storm sewer, etc.) shall be subject to approval by City Engineer.
- F. If required by the City of Oak Creek, public easements for telephone, electric power, sanitary sewer, storm sewer, and watermain shall be granted. Said easements shall be maintained free and clear of any buildings, structures, trees, or accessory outdoor appurtenances. Shrubbery type plantings shall be permitted; provided there is access to each of the aforementioned systems and their appurtenances.
- G. If there are any future land divisions, a plat or certified survey map shall be prepared, submitted for approval and recorded. If required by the Common Council, a development agreement also shall be completed between the owner and the City prior to approval of said land division document, so as to ensure the construction or installation of public improvements required in these conditions and restrictions and Chapter 18 of the Municipal Code.

- H. All electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- I. For each stage of development, a precise plan shall be submitted to the Plan Commission for approval showing detailed building locations, proposed building elevation drawings and off-street parking arrangements.
- J. For each stage of development, architectural drawings or sketches showing the exterior elevations, floor plan and materials of construction of all principal and accessory buildings shall be submitted to the Plan Commission for approval.
- K. For each stage of development, detailed landscaping plans showing locations, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, artforms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval.

2. PARKING AND ACCESS

- A. Where 90° parking is indicated on the site plans, individual parking stalls shall be nine (9) feet in width by eighteen (18) feet in length. The standards for other types of angle parking shall be those as set forth in Section 17.43 (6) of the Municipal Code.
- B. Movement aisles for 90° parking shall be at least twenty-two (22) feet in width.
- C. All off-street parking areas shall be surfaced with an all weather wearing surface of plant mix asphaltic concrete over crushed stone base subject to approval by the City Engineer. A proposal to use other materials shall be submitted to the Plan Commission and the Engineering Department for approval. All parking areas and private drives, within a phase, shall be in place prior to the issuance of an occupancy permit for any building in that phase.
- D. Other parking arrangements, showing traffic circulation and dimensions, shall be submitted to the Plan Commission for approval.
- E. All driveway approaches to this property shall be in compliance with all the standards set forth in Chapter 23 of the Municipal Code and the standards of Milwaukee County.

- F. Storage areas shall be screened from view of the street and adjoining buildings by barrier fences or trees and shrubs. Buildings may be erected for storage purposes subject to approval of site and architectural plans as required for principal buildings.

3. LIGHTING

- A. All plans for outdoor lighting shall be reviewed and approved by the Plan Commission and Electrical Inspector. For each stage of the development, the plan shall show the location of all lights, type of fixture, mounting height and photometrics of the fixture and shall be in accord with the following:
1. All designated parking areas, access drives and the approach aprons from the public right-of-way shall be illuminated when natural light value is reduced to one (1) candela.
 2. Illumination shall be maintained on the surface at an average of one (1.0) candela with a minimum uniformity ratio of 5 to 1 through the access drives and a minimum of 0.05 candela/square foot in the parking area.
 3. All luminaires shall be designed and mounted at a sufficient elevation above the surface to insure adequate control of glare, interreflected and relective light to abutting property, the abutting public roadways, access drives and to maintain the minimum uniformity ratio. A luminaire controlled cut-off of 72° will effectively minimize glare which interferes with vision and cause eye discomfort.
 4. Plans shall be submitted for approval with the manufacturers descriptive literature showing photometrics and design of proposed luminaire. Plans shall include location of poles, foundations, wire size, circuit protection, controller, equipment grounding and luminaire elevation above grade.

4. LANDSCAPING

- A. As part of the site plan, a landscape plan indicating the size, location and type of plantings shall be submitted to the Plan Commission for approval and shall address the following concerns:
1. The forty (40) foot front setback area along any street shall, at a minimum, be seeded or sodded.

2. All landscaping shall be installed prior to the issuance of an occupancy permit, unless a financial guarantee such as a cash deposit, bond, or other acceptable method has been deposited with the City of Oak Creek. Said financial guarantee shall be returned upon completion of landscaping in accordance with approved plans.
3. Yards abutting residential areas shall be landscaped with evergreen trees and deciduous shrubs so as to present a permanent visual screen between such residential district and industrial activities. Tree spacing to be 10 feet on center; shrub spacing to be 5 feet on center.
4. At least five (5) percent of the parking lot areas shall be landscaped.
5. All grass, trees, shrubbery must be maintained at all times. Grass must be cut whenever necessary or the City may serve notice to perform the needed work.

5. BUILDING AND PARKING SETBACKS

| | <u>Front Setback</u> | <u>Rear Setback</u> | <u>Side Setback</u> | <u>Side Setback Abutting A Street</u> | <u>Setback From Residential District</u> |
|---------------------|--------------------------|-------------------------|-------------------------|---|--|
| Principal Structure | 40 ft. | 40 ft. | 20 ft. | 40 ft. | 100 ft. |
| Accessory Structure | 40 ft. | 20 ft. | 15 ft. | 30 ft. | 100 ft. |
| Surface Parking | 40 ft. | 20 ft. | 15 ft. | 40 ft. | --- |

Minimum Separation Between Structures: 25 feet

6. OPERATION

- A. All waste by-products shall be disposed of off premises at appropriate facilities licensed and/or approved by the State of Wisconsin. On-site disposal of solid, liquid, noxious, toxic or hazardous wastes is prohibited.

7. SIGNS

- A. One (1) free-standing business sign per use having a maximum area of 48 square feet shall be permitted within the front setback area; but no closer than 20 feet from the right-of-way line of any street.
- B. Plans for all signs shall be submitted to the Plan Commission for their approval prior to the issuance of any building permit for said signs.

- C. All applicable regulations for business signs as set forth in Section 17.39(5) shall be incorporated by reference.

7. PERMITTED USES

All uses permitted in this planned development require Plan Commission approval; except the following uses do not need such prior approval.

- A. Mail order houses.
- B. Labor organization offices.
- C. Manufacturing, fabricating, storing, cleaning, testing, assembling, disassembling, repairing or servicing establishments provided operations conform with performance standards for M-1 Districts as set forth in Chapter 17 of the Municipal Code.
- D. Business and professional offices.
- E. Printing and publishing establishments.
- F. Warehousing and distribution centers, provided that there is no outdoor storage of product.
- G. Salvage, recycling, junk yards or outdoor contractor storage yards are prohibited.

8. OTHER REGULATIONS

Compliance with all other applicable City, Milwaukee Metropolitan Sewerage District Milwaukee County, State and Federal regulations, not heretofore stated or referenced, is mandatory.

WHEREAS, following said public hearing and upon 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 lands hereinabove described were rezoned from their present use to the requested use.

NOW, THEREFORE, the Common Council of the City of Oak Creek do 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 R-2 Residential District to M-1, PD - Limited Manufacturing/Planned Development, and the rezoning of Chapter 17 of the Municipal Code is hereby amended to reflect the rezoning.

SECTION 2: The rezoned lands are subject to the conditions and restrictions hereinabove set forth for the design, location, construction and operation of the M-1, PD - Limited Manufacturing/Planned Development.

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: In all other respects, except as above amended, said Chapter 17 together with amendments and map thereto shall remain in full force and effect.

SECTION 5: The several sections of this ordinance are declared to be severable. If any section shall be declared by decision of a court of competent jurisdiction to be invalid such decision shall not effect the validity of other provisions of this ordinance.

SECTION 6: The authorization and approval of the M-1, PD - Limited Manufacturing/Planned Development shall take place contemporaneously with the enactment of this ordinance which shall take effect immediately upon its passage and publication.

Passed and adopted this 17th day of May, 1988.

Elizabeth J. Kopplin
President, Common Council

Approved this 18th day of May, 1988.

Christine B. Eastman
Mayor

ATTEST:

Jewell G. Smith
City Clerk

VOTE: Ayes 4 Noes 2

**City of Oak Creek – Planned Unit Development (PUD)
DRAFT AMENDED Conditions and Restrictions**

| | | |
|------------------------------|---|--|
| Applicant: | Frontline Commercial Real Estate | Approved by Plan Commission: 12-12-23 |
| Property Address(es): | 9970, 10020, & 10040 S. 20 th St., 1850 W. Oakwood Rd. (Lot 1 of a proposed CSM) | Approved by Common Council: TBD (Ord. TBD, Amend. Ord. 1294) |
| Tax Key Number(s): | 926-9977-001, 926-9978-001, 926-9979-000, 926-9036-000 (portion) | |

1. LEGAL DESCRIPTION

Lot 1 of Certified Survey Map No. (to be recorded), being a redivision of all of Lot 1 of Certified Survey Map No. 8555; vacated Blocks 1, 2, and 3 in Oak Manor Subdivision; vacated Lois Lane; vacated Daniel Lane; vacated South 17th Street; and vacated South 20th Street; located in the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.

Containing in all 1,139,135 square feet (26.1509 acres) of lands, more or less.

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 Planned Unit Development shall be submitted to, and approved by, the **Plan Commission** prior to the issuance of any building permits for each phase. This plan shall be in **substantial conformance with the adopted General Development Plan** (see Exhibit A) and show and describe the following:

1) **General Development Plan**

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion/phases
- c) Area(s) to be paved
- d) Access drive(s) (width and location)
- e) Sidewalk location(s)
- f) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number & type(s) of buildings/structures
 - iii) Number of all parking spaces
 - iv) Dimensions
 - v) Setbacks & buffers
- g) Location(s) of loading berth(s)
- h) Location of sanitary sewer (existing & proposed)
- i) Location of water (existing & proposed)
- j) Location of storm sewer (existing & proposed)
- k) Location(s) of wetlands (field verified)
- l) Location(s) and details of sign(s)
- m) Location(s) and details of proposed fences/gates

2) **Landscape Plan**

- a) Screening plan, including parking lot screening/berming & buffer areas
- b) Number, initial & mature sizes, and types of plantings; tree inventory & retention/replacement plan
- 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
- a) Mounting heights
- b) Types & color of poles
- c) Photometrics of proposed fixtures

5) **Grading, Drainage and Stormwater Management Plan**

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins/green infrastructure (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 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. All future land divisions shall follow subdivision plat, and/or condominium plat, and/or certified survey map procedures. If required by the Common Council, a development agreement shall be completed between the owner and the City prior to approval of said land division document to ensure the construction/installation of public improvements required in these Conditions and Restrictions, Chapter 14 (as amended), and all other applicable Sections of the Municipal Code (as amended).
 - H. A tree preservation and replacement plan with pre-development inventory shall be submitted to the Plan Commission for approval in conformance with the requirements of Sec. 17.0505(d) (as amended).
 - I. A Master Landscaping Plan for the overall development shall be submitted to the Plan Commission for approval prior to the review of and permit issuance for any project within the Planned Unit Development. For each stage of development, detailed landscaping plans in conformance with the requirements of Sec. 17.0501 and Sec. 17.0505 (as amended) shall be submitted to the Plan Commission for approval prior to the issuance of a building permit. Landscaping, in accordance with the approved plan, shall be installed for each phase prior to the issuance of occupancy permits for that phase.
3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS
- A. Uses allowed within this Planned Unit Development shall be limited to one (1) manufacturing/industrial/warehouse building in excess of 200,000 square feet, those uses allowed in the M-1, Manufacturing zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended). Any other use listed as Conditional in the M-1 district shall require a Conditional Use Permit.
 - B. The southern portion of Lot 1 shall be restricted to stormwater management facilities and associated infrastructure, green space, and landscaping and Transition Zone/buffer areas. There shall be no structures, parking, signage, etc. on the southern portion of Lot 1. See Exhibit B for location.
 - C. There shall be no outdoor storage, rental, or sale of equipment, merchandise, parts, supplies, vehicles, or any other materials on the property. Outdoor storage shall be limited to semi-trucks and trailers in loading dock areas and any striped stalls as approved by the Plan Commission as part of the review of site and building plans. Truck and trailer docks and parking areas shall be landscaped and screened in accordance with site and landscaping plans approved by the Plan Commission.

- D. All parking areas shall be striped, screened, and landscaped in conformance with approved site plans and Sec. 17.0505 of the Municipal Code (as amended).
- E. Drive aisles for the facility shall be designed in conformance with Sec. 17.0414(g) of the Municipal Code (as amended).
- F. Exterior building materials and design shall conform to the requirements of Sec. 17.0511 of the Municipal Code (as amended).
- G. All signs shall conform to the requirements of Sec. 17.0601 – 17.0609 of the Municipal Code (as amended).
- H. The number, size, location, and screening of appropriate solid waste collection units shall be in conformance with Sec. 17.0506 of the Municipal Code (as amended) and plans approved by the Plan Commission.
- I. All solid waste and recycling shall be the responsibility of the property owner.
- J. 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. Access to the property from Ridgeview Drive shall require the construction of a permanent cul-de-sac in conformance with all City design standards and requirements. Acquisition of, and/or coordination with the property owner of, the property on which the cul-de-sac is to be constructed, construction of the cul-de-sac, and dedication of the public right-of-way shall be the responsibility of the developer.
- B. The number, design, and location of off-street parking and loading for this Planned Unit Development shall meet the standards of Sections 17.0501 and 17.0502 of the Municipal Code (as amended).
- C. Screening of loading and parking areas, including truck and trailer parking areas, shall be in conformance with Sec. 17.0505 of the Municipal Code (as amended) and plans approved by the Plan Commission.

5. LANDSCAPING

- A. A tree preservation and preservation/replacement plan with pre-development inventory shall be submitted to the Plan Commission for approval in conformance with the requirements of Sec. 17.0505(d) (as amended).
- B. A Master Landscaping Plan for the overall Planned Unit Development shall be submitted to the Plan Commission for approval prior to the review of and permit issuance for any project within the Planned Unit Development.
- C. Minimum transition areas and design standards, in accordance with Section 17.0505(b)(4) (as amended), shall be incorporated into the overall landscaping plan and detailed landscaping plans for each phase of the Planned Unit Development. Transition Zone D shall be required along the south property line and truck/trailer parking area as approved by the Plan Commission.
- D. Detailed landscaping plans for each phase of the development shall be approved by the Plan

Commission, or their designee, prior to the issuance of building permits for that phase.

- E. Landscaping shall be installed for each phase prior to the issuance of occupancy permits for that phase in accordance with City policy.

6. LIGHTING

- A. All plans for 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, with the exception of architectural accent wash lighting, garden/pathway lighting, and well lighting, shall be full cutoff fixtures with the light source fully shielded and directed downward.
- C. The color temperature of parking lot fixtures adjacent to a single-family residential district line (south) shall be limited to a maximum of 3,500 Kelvins.
- D. Architectural accent wash lighting and well lighting, including wall-mounted lighting and ground-mounted lighting located within three feet of a building/structure, shall be integrated with the architectural character of the building/structure and shall use low-luminosity lamps, with 2,000 source lumens or less. The illumination on any vertical surface shall not exceed 0.5 maintained footcandle and shall not spill over roof lines or building edges.
- E. Building-mounted lighting shall not be mounted higher than the highest point of the building.

7. IMPACT FEES

Buildings constructed as part of this Planned Unit Development shall be subject to the collection of impact fees as required by Section 3.40 of the Municipal Code (as amended).

8. BULK AND DIMENSIONAL REQUIREMENTS, SETBACKS

| | |
|--|---------------------|
| Lot Standards (Minimum) | |
| Lot Area | 1 acre |
| Lot Width | 200 ft |
| Yard Setbacks (Minimum) | |
| Front (north) | 40 ft |
| Side (east) / Interior Side (west) | 20 ft |
| Rear (south) | 20 ft |
| Wetlands (1) | 15 ft / 5-ft buffer |
| Building Standards (Maximum) | |
| Height | 55 ft |
| Building Coverage | 70% |
| Lot Coverage | 70% |
| Parking (Minimum) (2) | |
| Transition Zones (See Sec. 17.0505) | Zone D (south) |
| Front (north) / Side (east) / Interior Side (west) | 15 ft |

| | |
|--|-------|
| Rear (south; Transition Zone D) | 20 ft |
| Notes: | |
| (1) Setbacks from wetlands shall be a minimum of fifteen (15) feet with a five (5) foot undisturbed buffer. These requirements may be adjusted by the Plan Commission as part of Site and Building Plan Review in conformance with Wisconsin Department of Natural Resources (WI DNR) approvals and permits. | |
| (2) No parking or loading area shall be located closer than 20 ft to a single-family residential district line. Transition Zone D shall be required along the south property line and around any parking, truck/trailer parking, or loading area adjacent to a single-family residential district line. | |

9. TIME OF COMPLIANCE

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

10. 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.

11. VIOLATIONS & PENALTIES

Any violations of the terms of this Planned Unit Development 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 Planned Unit Development 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 Planned Unit Development, subject to the provisions of paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Planned Unit Development or to seek an injunction regarding any violation of this Planned Unit Development or any other City ordinances.

12. 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 Planned Unit Development approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Planned Unit Development as set forth in Section 17.1007 of the Municipal Code (as amended).

13. ACKNOWLEDGEMENT

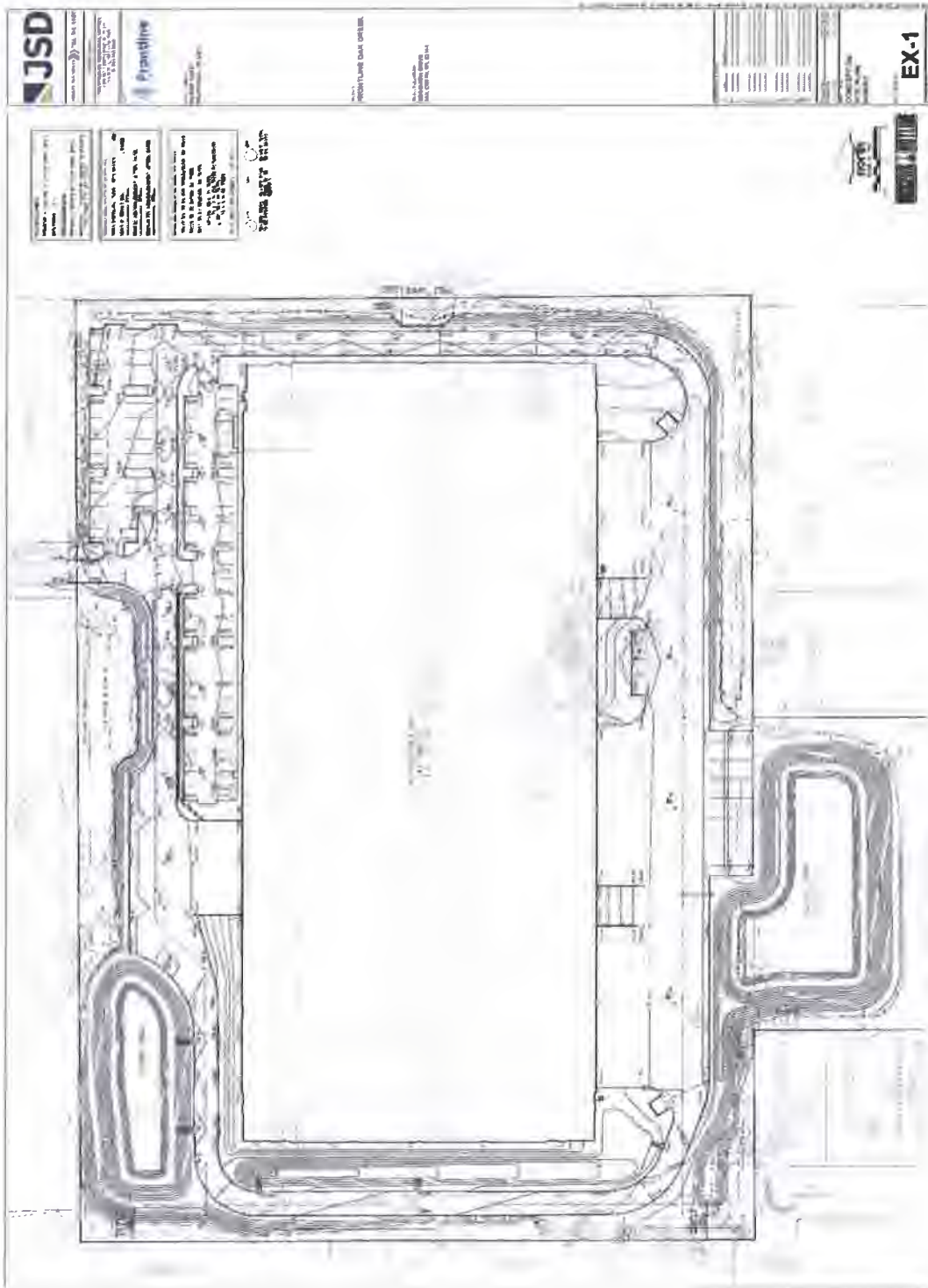
The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their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

Owner / Authorized Representative Signature

Date

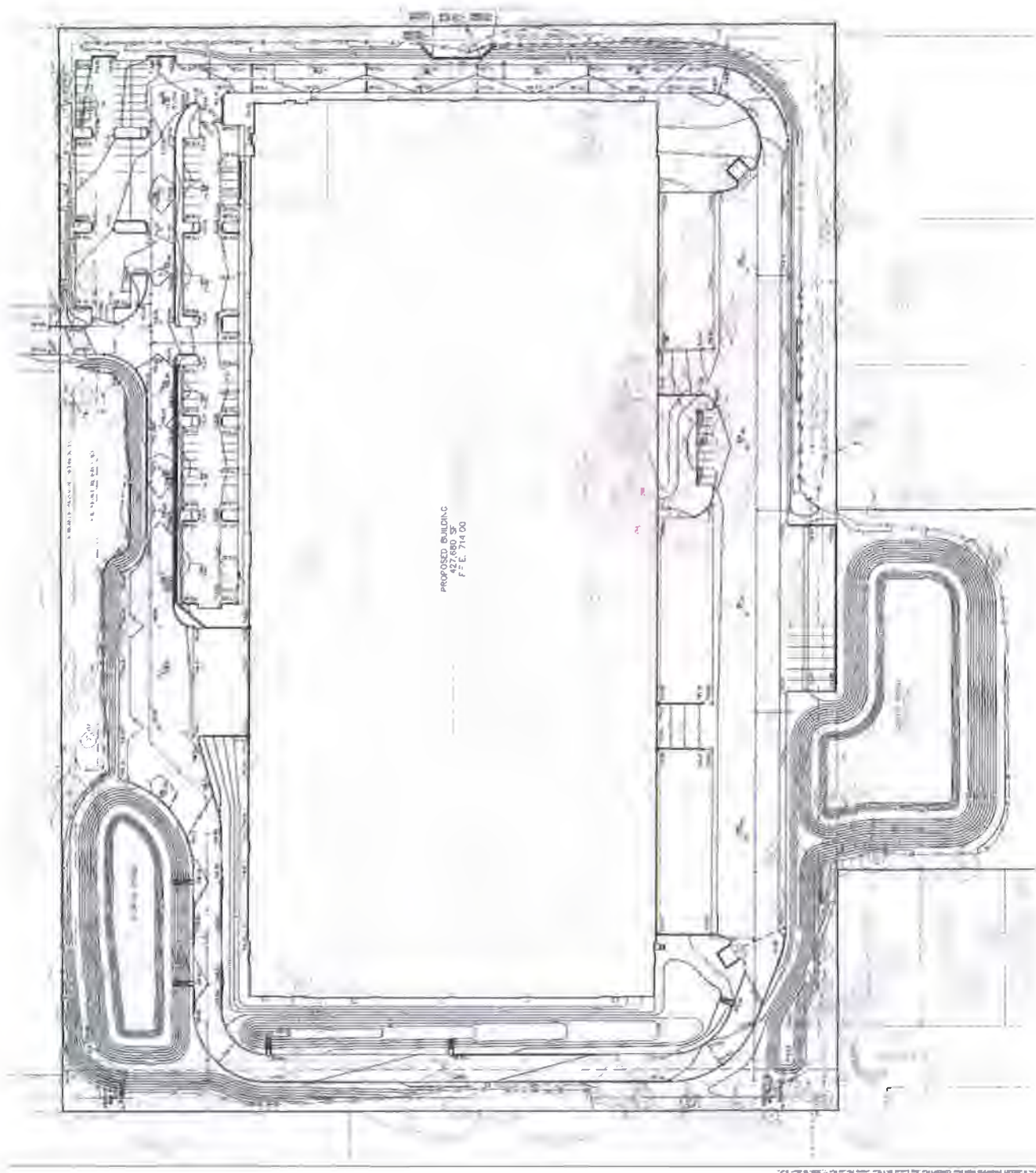
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EXHIBIT A: GENERAL DEVELOPMENT PLAN¹



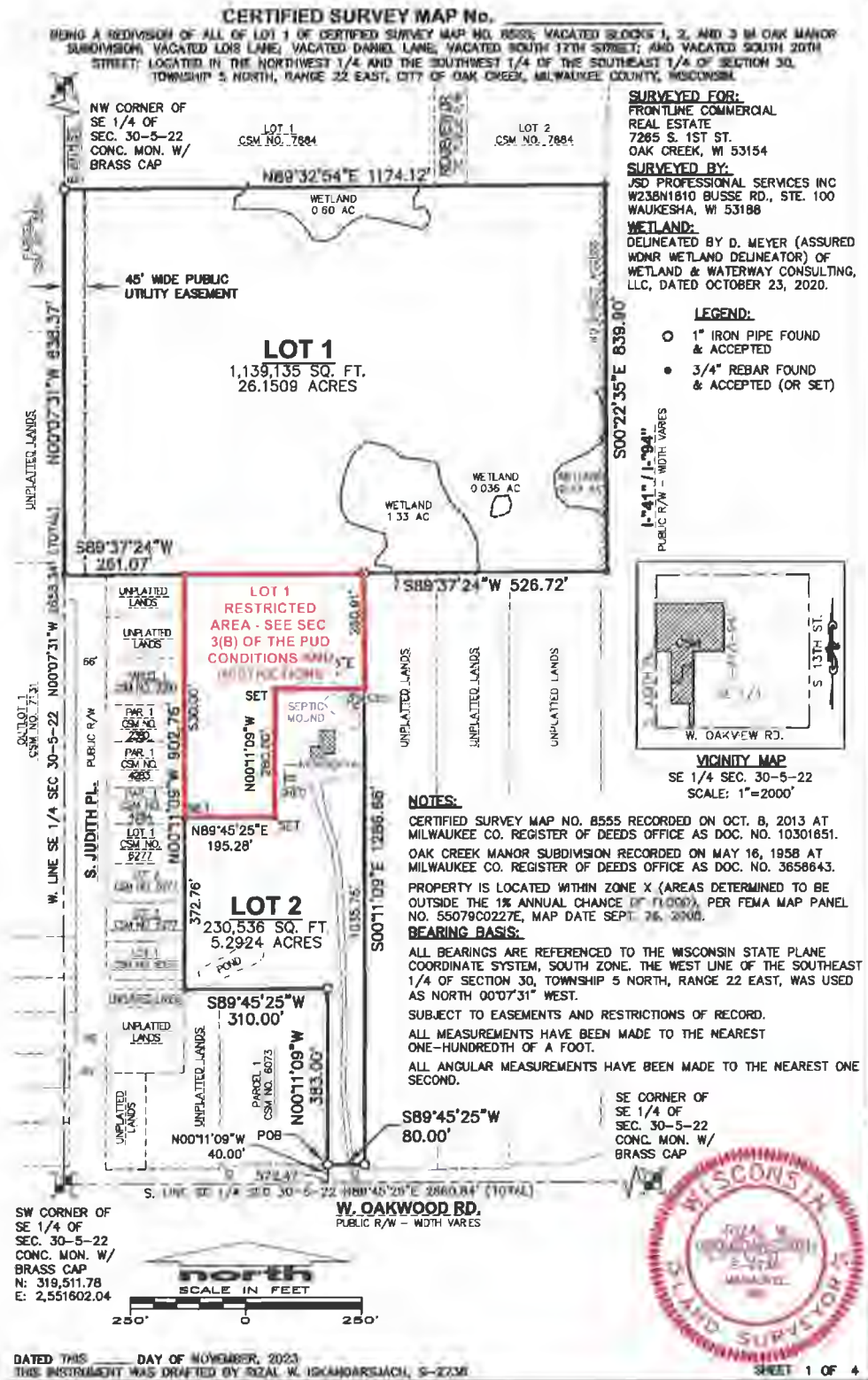
¹ (For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

**EXHIBIT A:
GENERAL DEVELOPMENT PLAN²
(Enlarged)**



² (For illustrative purposes only Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

EXHIBIT B: LOT 1 RESTRICTED AREA³



³ (For illustrative purposes only Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission)



COMMON COUNCIL REPORT

Item: Certified Survey Map - 9970, 10020, and 10040 S. 20th St. & 1850 W. Oakwood Rd. – John Schlueter, Frontline Commercial Real Estate

Recommendation: That the Council adopts Resolution No. 12465-121923, a resolution approving a Certified Survey Map submitted by John Schlueter, Frontline Commercial Real Estate for the properties at 9970, 10020, and 10040 S. 20th St. & 1850 W. Oakwood Rd. (5th Aldermanic District).

Fiscal Impact: The proposal is to combine the three (3) lots with S. 20th St. addresses with approximately 3.5 acres of the property at 1850 W. Oakwood Rd. into a single lot for an anticipated manufacturing development. Lot 2 is currently developed with a single-family residence, and is not proposed for further development at this time. Development of Lot 1 will yield positive fiscal impacts in terms of assessed value, review fees, permitting fees, and impact fees. These properties are part of TID 7.

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

Background: The Applicant is requesting approval of a Certified Survey Map (CSM) dividing and reconfiguring the properties at 9970, 10020, and 10040 S. 20th St. & 1850 W. Oakwood Rd. As proposed, all of the 20th Street properties would be combined with approximately 3.5 acres from 1850 W. Oakwood Rd. Both properties will maintain conformance with bulk and dimensional requirements for each zoning district following the reconfiguration. However, the following revisions and processes must be completed prior to recording should the CSM be approved:

1. Official Map – Both properties currently have future public streets identified on the Official Map. The CSM must include the future street pattern or an Amendment through the local process must be completed. Typically, the Official Map Amendment process is required to be completed prior to review of a CSM as the amendment must be shown on the map. Amendments to the Official Map were reviewed by the Plan Commission on December 12, 2023 and will be scheduled for Common Council review on January 16, 2024.
2. Wetlands – Per CSM 8555, wetlands were delineated on portions of the proposed Lot 2. They, along with the Wetland Preservation Area Restrictions, are missing from this CSM.
3. Easements – The Water and Sewer Utility has indicated the need for an east-west Public Utility Easement on Lot 1 between the terminus of Ridgeview Dr. and 20th St. Existing easements that are

identified to be relocated via separate documents must be recorded with the CSM, but do not require local approval.

Council will note that the Oakwood Road property is located in the Rs-3, Single-Family Residential zoning district. The portion that is to be included with Lot 1 must be rezoned for consistency with the 20th Street parcels. Rezoning that portion of Lot 1 was included with the Planned Unit Development Amendment reviewed by the Council during this evening's hearing.

The Plan Commission reviewed this request during their November 14, 2023 meeting, and recommended approval subject to the following conditions:

1. That the Official Map is shown on the map prior to recording.
2. That all wetlands and delineation information are included on the map prior to recording.
3. That all easements are shown on the map prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Res. 12465-121923

Location Map

Proposed CSM (4 pages)

Excerpted Plan Commission Minutes (8 pages)

RESOLUTION NO. 12465-121923

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
JOHN SCHLUETER, FRONTLINE COMMERCIAL REAL ESTATE

9970, 10020, and 10040 S. 20th St. & 1850 W. Oakwood Rd.
(5th Aldermanic District)

WHEREAS, JOHN SCHLUETER, FRONTLINE COMMERCIAL REAL ESTATE, with support of the landowner of 1850 W. Oakwood Rd., hereinafter referred to as the subdivider, has submitted Certified Survey Map in compliance with all statutory requirements; and

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

WHEREAS, the Plan Commission has recommended that this Certified Survey Map be approved, subject to the following conditions:

1. That the Official Map is shown on the map prior to recording.
2. That all wetlands and delineation information are included on the map prior to recording.
3. That all easements are shown on the map prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

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

1. That the Official Map is shown on the map prior to recording.
2. That all wetlands and delineation information are included on the map prior to recording.
3. That all easements are shown on the map prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2023.

Passed and adopted this 19th day of December, 2023.

President, Common Council

Approved this 19th day of December, 2023.

Mayor

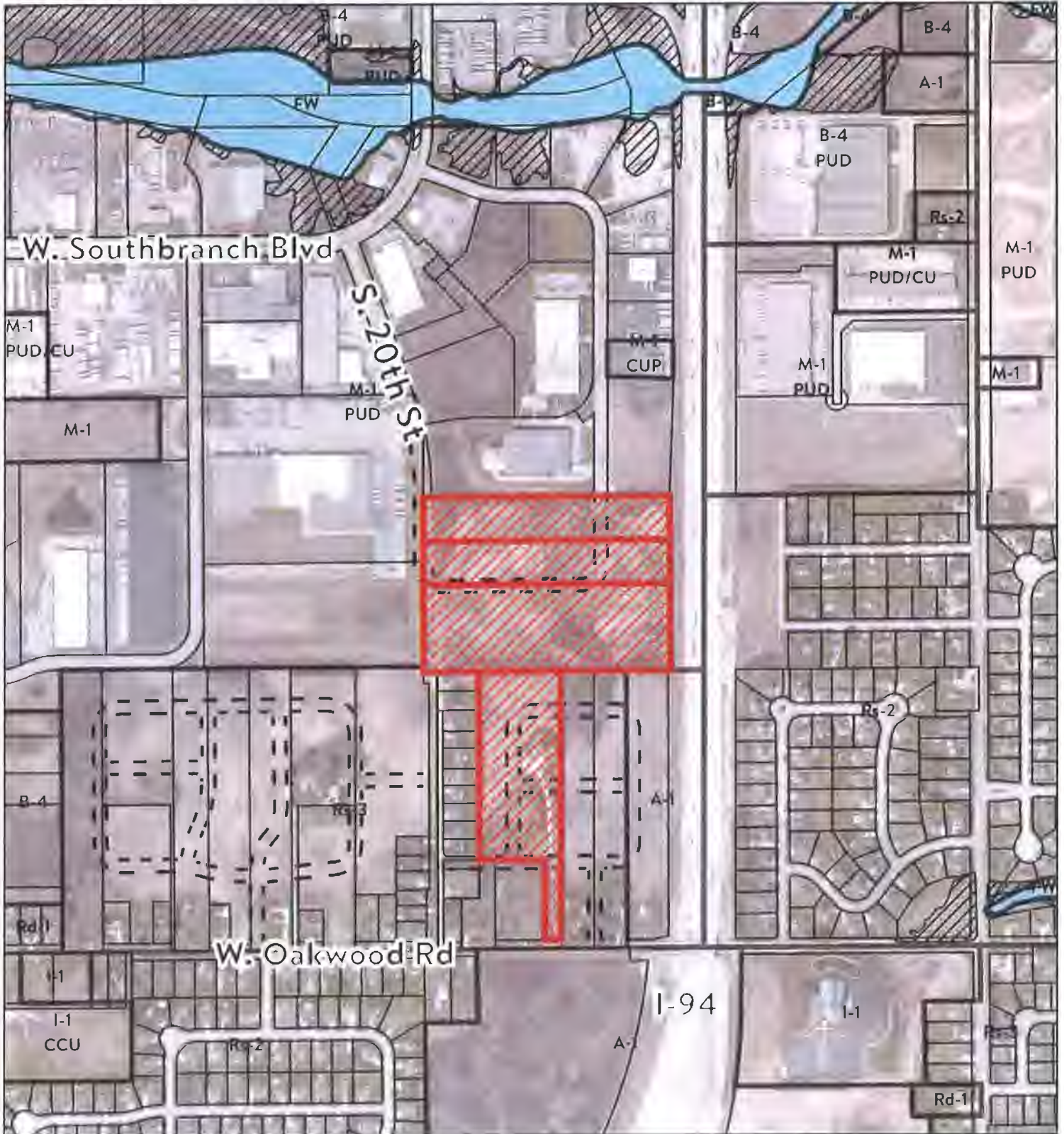
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map

9970, 10020, 10040 S. 20th St & 1850 W. Oakwood Rd



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

Legend



0 0.04 0.09 0.17 Miles

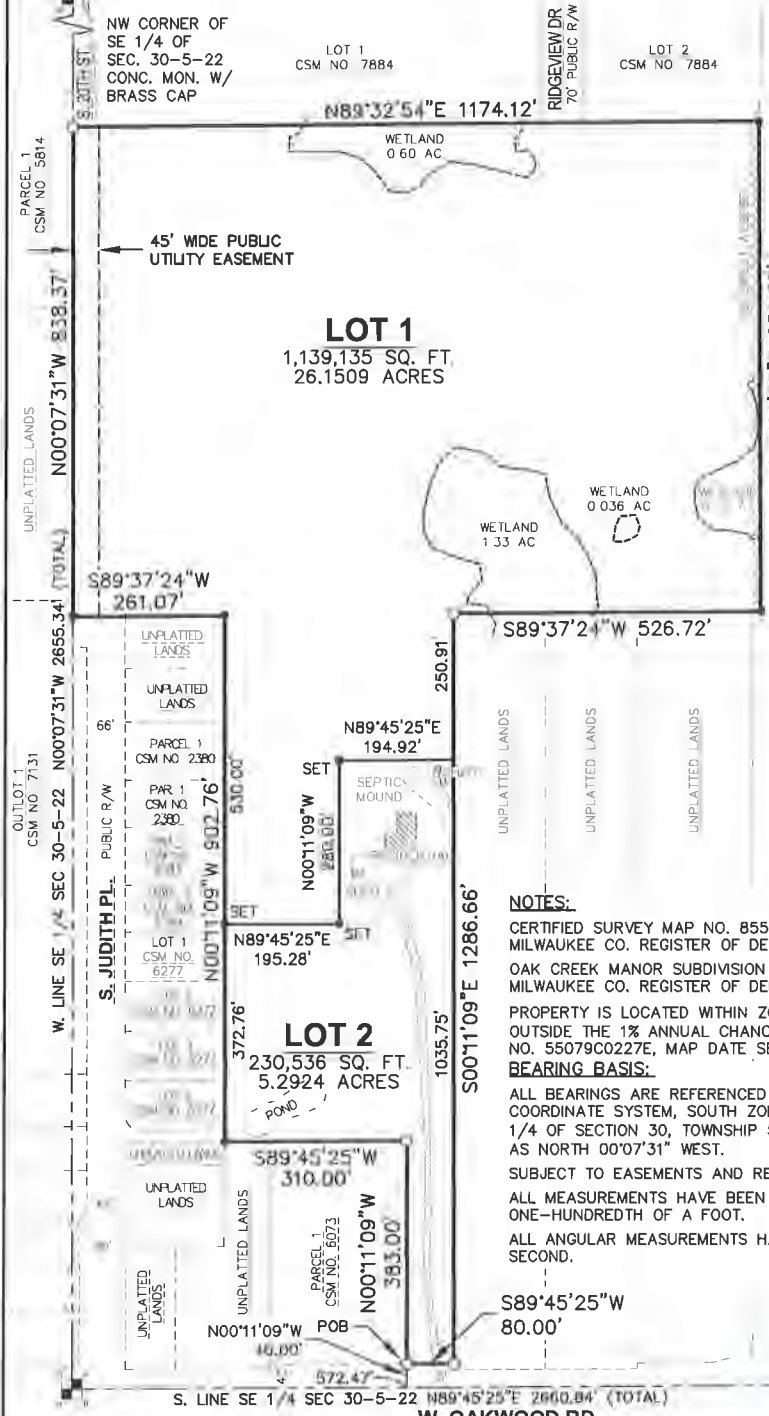


- Parcels
- Zoning
- Official Map

- Flood Fringe
- Floodway
- Subject Properties

CERTIFIED SURVEY MAP No.

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8555; VACATED BLOCKS 1, 2, AND 3 IN OAK MANOR SUBDIVISION; VACATED LOIS LANE; VACATED DANIEL LANE; VACATED SOUTH 17TH STREET; AND VACATED SOUTH 20TH STREET; LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

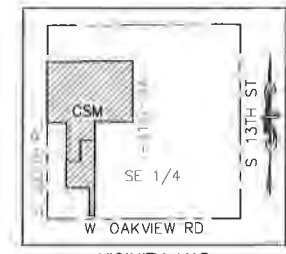


SURVEYED FOR:
FRONTLINE COMMERCIAL
REAL ESTATE
7265 S. 1ST ST.
OAK CREEK, WI 53154

SURVEYED BY:
JSD PROFESSIONAL SERVICES INC
W238N1610 BUSSE RD., STE. 100
WAUKESHA, WI 53188

WETLAND:
DELINEATED BY D. MEYER (ASSURED
WDNR WETLAND DELINEATOR) OF
WETLAND & WATERWAY CONSULTING,
LLC, DATED OCTOBER 23, 2020.

- LEGEND:**
- 1" IRON PIPE FOUND & ACCEPTED
 - 3/4" REBAR FOUND & ACCEPTED (OR SET)



VICINITY MAP
SE 1/4 SEC. 30-5-22
SCALE: 1"=2000'

NOTES:
CERTIFIED SURVEY MAP NO. 8555 RECORDED ON OCT. 8, 2013 AT MILWAUKEE CO. REGISTER OF DEEDS OFFICE AS DOC. NO. 10301651. OAK CREEK MANOR SUBDIVISION RECORDED ON MAY 16, 1958 AT MILWAUKEE CO. REGISTER OF DEEDS OFFICE AS DOC. NO. 3656643. PROPERTY IS LOCATED WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE OF FLOOD), PER FEMA MAP PANEL NO. 55079C0227E, MAP DATE SEPT. 26, 2008.

BEARING BASIS:
ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 22 EAST, WAS USED AS NORTH 00°07'31" WEST.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.
ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

SE CORNER OF
SE 1/4 OF
SEC. 30-5-22
CONC. MON. W/
BRASS CAP

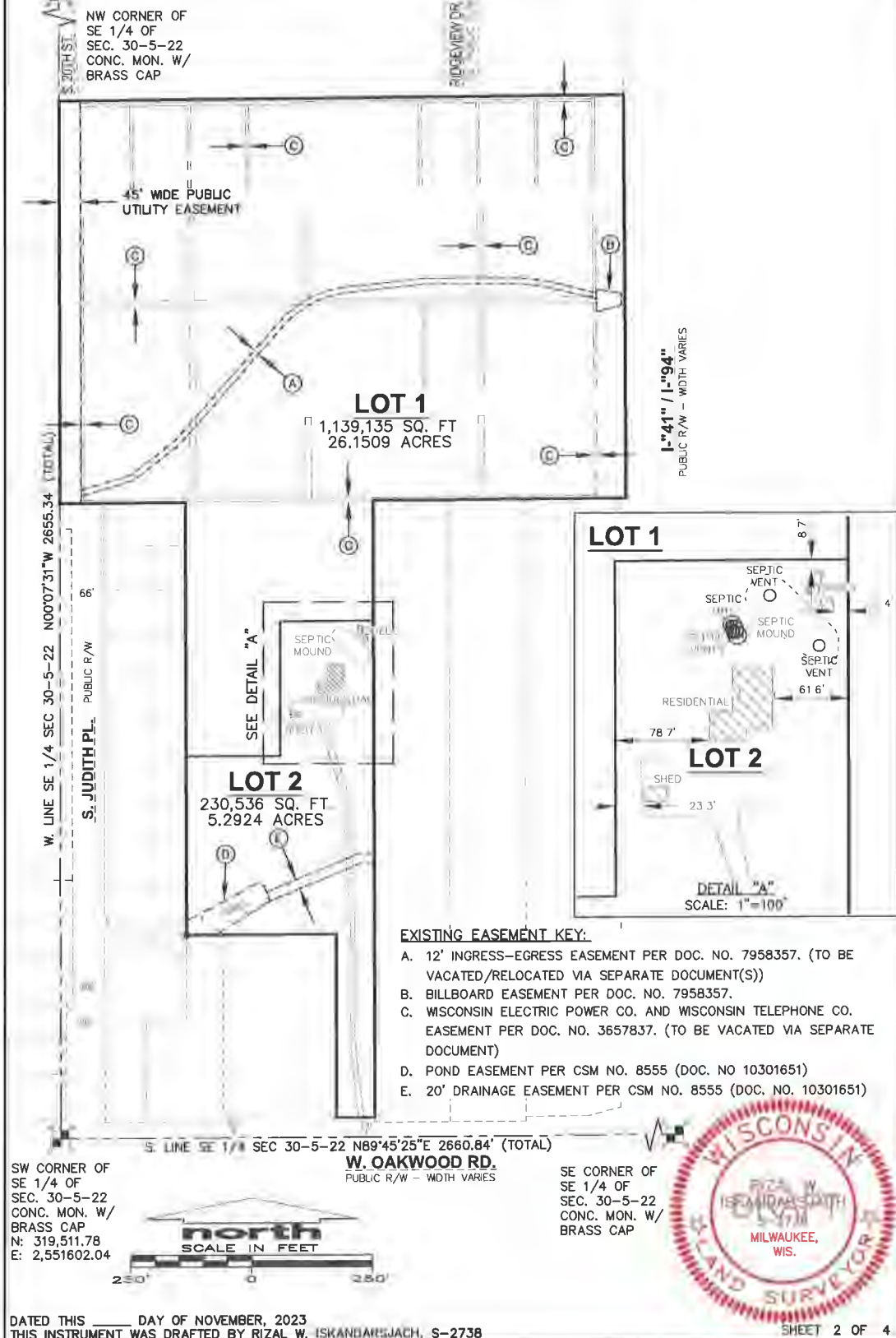
SW CORNER OF
SE 1/4 OF
SEC. 30-5-22
CONC. MON. W/
BRASS CAP
N: 319,511.78
E: 2,551602.04



DATED THIS ____ DAY OF NOVEMBER, 2023
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSYAH, S-2738

CERTIFIED SURVEY MAP No.

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8555; VACATED BLOCKS 1, 2, AND 3 IN OAK MANOR SUBDIVISION; VACATED LOIS LANE; VACATED DANIEL LANE; VACATED SOUTH 17TH STREET; AND VACATED SOUTH 20TH STREET; LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



NW CORNER OF
SE 1/4 OF
SEC. 30-5-22
CONC. MON. W/
BRASS CAP

ROOSEVELT DR

45' WIDE PUBLIC
UTILITY EASEMENT

LOT 1
1,139,135 SQ. FT.
26.1509 ACRES

1"-41" / 1"-94"
PUBLIC R/W - WIDTH VARIES

W. LINE SE 1/4 SEC 30-5-22 N00°07'31"W 2655.34' (TOTAL)
S. JUDITH PL. PUBLIC R/W

SEE DETAIL "A"

LOT 2
230,536 SQ. FT.
5.2924 ACRES



- EXISTING EASEMENT KEY:**
- A. 12' INGRESS-EGRESS EASEMENT PER DOC. NO. 7958357. (TO BE VACATED/RELOCATED VIA SEPARATE DOCUMENT(S))
 - B. BILLBOARD EASEMENT PER DOC. NO. 7958357.
 - C. WISCONSIN ELECTRIC POWER CO. AND WISCONSIN TELEPHONE CO. EASEMENT PER DOC. NO. 3657837. (TO BE VACATED VIA SEPARATE DOCUMENT)
 - D. POND EASEMENT PER CSM NO. 8555 (DOC. NO 10301651)
 - E. 20' DRAINAGE EASEMENT PER CSM NO. 8555 (DOC. NO. 10301651)

S. LINE SE 1/4 SEC 30-5-22 N89°45'25"E 2660.84' (TOTAL)

W. OAKWOOD RD.
PUBLIC R/W - WIDTH VARIES

SW CORNER OF
SE 1/4 OF
SEC. 30-5-22
CONC. MON. W/
BRASS CAP
N: 319,511.78
E: 2,551,602.04



SE CORNER OF
SE 1/4 OF
SEC. 30-5-22
CONC. MON. W/
BRASS CAP



DATED THIS ____ DAY OF NOVEMBER, 2023
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

CERTIFIED SURVEY MAP No. _____

BEING A REDIVISION OF ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8555; VACATED BLOCKS 1, 2, AND 3 IN OAK MANOR SUBDIVISION; VACATED LOIS LANE; VACATED DANIEL LANE; VACATED SOUTH 17TH STREET; AND VACATED SOUTH 20TH STREET; LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

OWNERS' CERTIFICATES

FRONTLINE COMMERCIAL REAL ESTATE, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Section 14.82 of the City of Oak Creek requirements for Certified Survey Maps.

FRONTLINE COMMERCIAL REAL ESTATE

(print) _____ (sign) _____ (title) _____ Date

State of Wisconsin)
) SS
_____ County)

Personally came before me this _____ day of _____, 202____, the above named _____ of the above named company and acknowledged that they executed the foregoing instrument as such officers as the deed of said company, as Manager, by its authority

(sign)
(print)

Notary Public, _____ County, _____
My Commission Expires _____

PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the City of Oak Creek, on this _____ day of _____, 202____

Dan Bukiewicz, Chairman _____ Date

Kari Papelbon, Secretary _____ Date

COMMON COUNCIL APPROVAL

This Certified Survey Map is approved by the Common Council of the City of Oak Creek, on this _____ day of _____, 202____ by Resolution Number _____

Dan Bukiewicz, Mayor _____ Date

Catherine Roeske, City Clerk _____ Date



**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, NOVEMBER 14, 2023**

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

**CERTIFIED SURVEY MAP
FRONTLINE COMMERCIAL REAL ESTATE
9970, 10020, & 10040 S. 20TH ST AND 1850 W. OAKWOOD RD
TAX KEY NOS. 926-9977-001, 926-9978-001, 926-9979-000, AND 926-9036-000**

Senior Planner Papelbon provided an overview a Certified Survey Map request to divide and reconfigure the properties at 9970, 10020, and 10040 S. 10th St. & 1850 W. Oakwood Rd (see staff report for details).

John Schlueter, 7265 S. 1st Street, explained he owns the properties to the north and wanted a conservancy area which includes a pond and trees on the property to the south and would be happy to have that written into the PUD. The conservancy would be the sole use and they will provide screening and it would help with noise from the freeway.

Stacey Siekert, 10132 S Judith Pl:

"I guess now that you offered that, when you say the south property, what does that mean on this map. Looking at this map, when you say south property, what is considered south? What does south property mean to you?"

Mr. Schlueter showed on the map what he meant by south property.

Ms. Siekert:

"So, when you say south that's all of the land behind our homes? As they exist."

Senior Planner Papelbon drew on the map on the screen where the south portion is.

Ms. Siekert:

"We're all concerned right? Like this is in my backyard, so I'd love to hear, what is the plan for my backyard?"

DJ Hamilton, 1850 W Oakwood Rd:

"That Lot 2, is still my property and I'm going to stay there."

Ms. Siekert:

"Here? Like what we're looking at right here? You're in this house?"

Ms. Hamilton:

"Yes, I'm in this house, so this whole thing here, that's still me, it's just right here, is where

it is."

Ms. Siekert:

"Okay, so you're going to sell this to them?"

Ms. Hamilton:

"Just that L-shape."

Ms. Siekert:

"and then combine this corner with this."

Ms. Hamilton:

"but to John's point it's all going to be trees except there will be a retention pond here."

Ms. Siekert:

"and then the building will be in Lot 1?"

Ms. Hamilton:

"It will be in the back section, where the trucking company wanted to go. I put a tremendous amount of thought into this. When John came to me and proposed the idea of what he wanted to do out here, I wasn't sure. My goal was just to build our house and retire and we wanted to stay there and we're very close to that retirement right now. So, we still want to stay there, we want to retire, we don't plan on moving at all in the future, but what his thought is, is I don't want to see a trucking firm back there, I don't want to see what we saw, what we went through that last time over there. I would like to see something quiet back there, something that's going to be private and what he's offering up to us, all of us. Is that he is going to, the retention pond is something that he has to have. I had the luxury three times now, of going to his plant and checking it all out and everything, very quiet, there's really no noise going on out back at his plant there, but he's also in addition to that retention pond, he's going to be putting a lot of trees, I mean so like 100 trees or better up in that area, in that 3 and a half acres, that's going to give everyone that it's going up against a lot more privacy than what they currently have right now, nothing is going to be built there it's just going to be trees and that retention pond. It's going to be up at the top section. Who is in the very last house? Okay, Kailee and who is in the house next to you, Kailee? Okay, it's going to be right around in that area, but it's not going to be up against your property, so to speak there's going to be definitely a distance from you."

Comments were made from the audience, off the microphone.

Senior Planner Papelbon clarified that all public comments need to be on the microphone and the proposal for review is for the Certified Survey Map only; specific plans for the review of the development would come at a different meeting.

Ms. Siekert:

"No, that's fine, I think they go hand in hand. Like for me, if there was going to be a

warehouse in my backyard, it's a deal breaker. So for me, I want to make sure we came to the first one to hear what it was before it was just a warehouse right against my swimming pool. Thank you."

Bob Tupper, 10218 S Judith Pl:

"Okay folks, I've been sitting here, two hours and 15 minutes. May I suggest something to you folks, if you don't mind. When you hold a meeting like this have like your proposals, eight proposals, say proposal 1, how many people are here? Three? Okay three. Proposal two, how many people are here? Two."

Mayor Bukiewicz:

"Okay, Bob let me stop you. We have to publish this agenda beforehand, and we have no idea how many people are going to be here on any given subject."

Mr. Tupper:

"Right, but this is how you find out how many people are here. Go through the list. 14 people for this particular proposal, let's do that first."

Mayor Bukiewicz:

"Who are we going to call two (2) weeks in advance?"

Mr. Tupper:

"No, not two (2) weeks in advance; do it tonight."

Mayor Bukiewicz:

"We have to post this publicly beforehand, sir. We don't have a magic crystal ball, so I'm sorry you've been waiting for two hours and 15 minutes."

Mr. Tupper:

"I know. No, but what I'm saying is, why couldn't you have started with your proposals and said we got 14 people for proposal G, let's do that first. Those people come up, talk, leave, now you got two, three people."

Mayor Bukiewicz:

"Sir, you could have been in and out of here in an hour depending on how things went. I can't help how the meetings go sometimes."

Mr. Tupper:

"Right. That's just my comment, I'm just, I just think it's"

Mayor Bukiewicz:

"I understand you're frustrated, believe me,"

Mr. Tupper:

"it's common sense."

Mayor Bukiewicz:

"We're sitting here for two hours and 15 minutes too."

Mr. Tupper:

"I understand that, but these are your jobs."

Mayor Bukiewicz:

"Everybody gets their podium and their time so thank you."

Mr. Tupper:

"Okay, thank you very much."

Wayne Modjeski, 10220 S Judith Pl:

"I see three different maps up there, what are we trying to do? Are we trying to do map 1, map 2, or map 3. I see the one map eliminates some houses on the end and stuff too. So, what is your proposal? Are you going to go bigger back there and take some of the houses away or because I see now, there's some houses that are available on that other lot and stuff. What are you guys going to do back there? Did you guys buy this from Truck Country? How many buildings are you guys planning on putting back there just more like noise area, lighting, and stuff like that?"

Senior Planner Papelbon explained it is the same map with different areas that are highlighted and enlarged so people can see them. Senior Planner Papelbon continued by stating the blue box is just highlighting one area of the map and the orange box is highlighting the other lot that will be created. Senior Planner Papelbon also stated the other lots are in existence and developed with single-family homes. Lot 1 would be the proposed development lot if the item moves forward.

Mr. Modjeski:

"Alright, so that map on the left there, these are the houses?"

Senior Planner Papelbon stated the houses along Judith are existing, they are not part of the map, it is just showing the existing lots as adjacent to the proposal.

Mr. Modjeski:

"We have a major water problem back there on Judith Place and in back there by her house and stuff. When she built back there and stuff the City said that they're going to maybe do something about trenching out the pond back there for the holding pond and stuff and then we were going to see if we can get some of that water to run over to Oakwood Road and ever since she built the house and stuff back there, there's nothing that got done. It's nothing against her, but nothing with the City. I've been working with Kevin, I talked to Kevin numerous times and stuff and he was supposed to get some people out there to try to figure out how we can flow this water and stuff over there, it is a major water issue."

Mayor Bukiewicz stated he cannot speak to what went on and he is not sure which Kevin Mr.

Modjeski spoke to, but usually when someone builds, they need to have a stormwater management plan. Mayor Bukiewicz also stated with Mr. Schlueter putting the pond in he would suspect it would get better.

Mr. Modjeski:

"Well because on Judith Place three quarters of the way up the road, all that water runs all the down to my house. All the way from the second house over to Oakwood Road all that water runs over to my house, and it goes back into a ditch, and it goes, it's supposed to be a holding pond back, which is overgrown, full of garbage and once it gets full, it floods her out back there. She couldn't do her basement and her garage floor because she had three (3) and a half feet of water back there in her driveway. I'm just saying that I think we should try to figure out what we can do about the water issues and stuff for that area."

Mayor Bukiewicz clarified that the agenda item for the Plan Commission to discuss is the Certified Survey Map. Mayor Bukiewicz continued by explaining that usually when a development like this takes place it is probably going to get better. Mayor Bukiewicz stated he cannot speak to how it got developed in the past or whose responsibility it is.

Janice Sleeth, 10190 S Judith Pl:

"I can tell you what happened. Across the street from us, somebody owned that property and while some of us were on vacation they had somebody dig a great big line of ditches and they put that holding pond back there because they owned in front of us and behind us at the time, she did not own it, she had nothing to do with it. Those people lost their contract because they were going to build all kinds of houses and the alderman at the time and I think it was the planning commissioner guy, they got fired. Okay, because that happened, you can go back and check, I might not have the right names or the exact position, but the alderman okayed that guy doing that and we had no idea, there was no paperwork sent to us or nothing. It's not your fault."

Mayor Bukiewicz reiterated that he cannot speak to who the former property owner spoke to. Mayor Bukiewicz also stated items like that have to be brought before plc and then move on to the Common Council if they proceeded, it was done of their own accord.

Ms. Sleeth:

"That's also eliminated the two (2) roads we were supposed to have in front of our house. We were supposed to have two (2) roads, instead of just the one little skinny one and the ditches was supposed to be in the middle. So, none of that happened. And then on Wayne's property. Okay, but that's what happened, that's why this is all bad water."

Ms. Hamilton:

"We're going to table this topic, my husband and I would like to bring this forward at another time."

Mayor Bukiewicz reiterated that the proposal is for the map and discussion needs to stick to the subject.

Ms. Hamilton:

"Exactly, so I'm going to ask the neighbors that, let's table that for now and we can do it another time."

Philip Haerle, 10255 S Judith Pl:

"I'm the second house on the residential across from the wetlands, which they're all kind of concerned about that in the first place and apparently the houses across from me, that's supposed to be a residential area. Is that correct? That's right across the road from his house, that was just speaking, it's behind his house. That's all wetlands that goes all the way to 94, so we all got this problem with water problems."

Mayor Bukiewicz:

"Okay, we're not going to go on about the water problems right now, we're going to stick to the map, to the CSM to redo it. Eventually, Mr. Schlueter, if this moves forward, will have to address his property,"

Mr. Haerle:

"I understand that."

Mayor Bukiewicz:

"So he can't have negative effects on your property. Whatever he does has to be engineered not to affect your property. What's happening now may help solve the issue"

Mr. Haerle:

"or make it worse."

Mayor Bukiewicz:

"No, he can't make it worse. Our engineers, they do what they do, Engineers do what they do, why it's that way now, unfortunately, it is that way now and it's not really his responsibility to completely clean it up, but make sure it doesn't get worse and to control what he does to make sure more flooding doesn't happen."

Mr. Haerle:

"I'm saying if he buys this other land behind that across from us is going to get worse because that's a wetland."

Mayor Bukiewicz:

"It's going to stay the same, if anything he's going to put a pond in and it make get better, but I'm not an engineer, I can't state that, but always the intent of doing this, is to make things better because if he is going to put a warehouse building and some parking lot, that's impervious, water is not going to absorb so we have to find a way to contain that water and then release it slowly, properly to where it's supposed to go."

Mr. Haerle:

"because the wetlands actually solve problems unless they try to reconstruct it or change it."

Mayor Bukiewicz:

"correct, but he wants to acquire the land to keep it natural, so he's not intending to build behind the homes."

Mr. Haerle:

"I got the understanding that he's going to, if he acquires that land, he's going to put a parking lot there."

Mayor Bukiewicz:

"No, on Lot 1 he will put the building, but he'll acquire that land from Ms. Hamilton."

Mr. Haerle:

"Where are the people going to park their cars?"

Mayor Bukiewicz:

"We're not there yet because there is a building and adequate parking has to be there, unfortunately, you had to sit here for two hours and 15 minutes to listen to parking issues here in the square. Every building that comes through, we examine parking, size of it, the use, and how many parking spots will be utilized."

Mr. Haerle:

"I understand that."

Kailee Kujac, 10108 S Judith Pl:

"I promise not to talk about water. At this point I understand we are just working on zoning. I just wanted to introduce myself and let you know that I would be the actual direct neighbor. I stood up here pregnant, I believe somebody offered me a chair, I had a baby on the way, I have two-year-old and I'm pleased to know that there won't be a tall building with people looking into my yard watching my kids play, or me, or anything like that. I do have concerns about pond, but I do understand water has to flow somewhere. At this point I just want to be able to be in contact with guys, I have open invitation on any information you can share with me to help this process go because I do understand this is going to get developed eventually, one way or another, and giving us the opportunity to have say in what is going to happen, my concern, we talk about that, where there's going to be trees, that's beautiful, I'm slightly concerned what will be next to me, but I know that will come at a future date."

Mayor Bukiewicz stated that is correct and there will be berms and things of that nature. Mayor Bukiewicz clarified that the proposed item is for a Certified Survey Map, not zoning. Mayor Bukiewicz also stated the intent is never to lessen the value of neighboring properties.

Ms. Kujac:

"Pretty much, I just really at this point, since everything happened, just introducing myself. We're literally like a family, we're all always looking out for each other, and these people came to me in my darkest times, the loss of my significant other, who is not looking, but he took his life on this property, so it's very concerning for me what's going to happen because it was the last place his soul touched this earth. I just appreciate you guys"

listening and I wasn't going to say all that, but I'm ripping the band-aid off, so I don't have to say it again."

Senior Planner Papelbon explained there are two options in the staff report for a motion. The first option is to hold the item based on the fact that typically the Official Map Amendment would occur prior to the Plan Commission reviewing a Certified Survey Map. Senior Planner Papelbon stated the second option would be to recommend approval to the Common Council with the suggested conditions of approval which includes that the Official Map is shown on the map prior to recording.

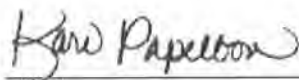
Senior Planner Papelbon reiterated there are two options. Senior Planner Papelbon explained the Official Map needs to be shown on the CSM before it is recorded. Senior Planner Papelbon continued by stating the Official Map shows the future street pattern, which as of right now is affecting Lot 1 and it needs to be shown. Senior Planner Papelbon also stated if the proposal is to amend the Official Map, that process needs to be completed before this map can be recorded. Typically, the Official Map Amendment process is completed before the Certified Survey Map is reviewed.

Mayor Bukiewicz moved that the Plan Commission recommends to the Common Council that the Certified Survey Map submitted by John Schlueter, Frontline Commercial Real Estate, for the properties at 9970, 10020, and 10040 S. 20th St. & 1850 W. Oakwood Rd. be approved with the following conditions:

1. That the Official Map is shown on the map prior to recording.
2. That all wetlands and delineation information are included on the map prior to recording.
3. That all easements are shown on the map prior to recording.
4. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin State Statutes, are made prior to recording.

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

ATTEST:



Kari Papelbon, Plan Commission Secretary

12-12-23

Date

TO BE PUBLISHED NOVEMBER 22 & 29, 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 Jason Atkielski, St. John Properties, Inc., to rezone to Lm-1, Light Manufacturing and establish a Planned Unit Development on the property at 517 E. Rawson Ave.

Hearing Date:

December 19, 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):

Jason Atkielski, St. John Properties, Inc.

Property Owner(s):

517 E. Rawson Ave, LLC

Property Location(s):

517 E. Rawson Ave.

Tax Key(s):

766-9012-000

Legal Description:

C.S.M. NO. 631 PARCELS 1 & 2 NW 1/4 SEC 9-5-22 (19.194 AC.).

The Common Council has scheduled other public hearings for December 19, 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: November 15, 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 Planned Unit Development – 517 E. Rawson Ave. - 517 E. Rawson Ave, LLC
- Recommendation:** That the Council considers Ordinance 3090, an ordinance to rezone to Lm-1, Light Manufacturing and to establish a Planned Unit Development on the property at 517 E. Rawson Ave. (1st Aldermanic District)
- Fiscal Impact:** Approval of the request is one of several required steps in the entitlement process that will allow for the redevelopment of the property with new commercial and light manufacturing buildings. Development of the lot will yield positive fiscal impacts in terms of assessed value, permit and review fees, and an estimated \$73,363 in impact fees. This property is 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, and Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicant is requesting approval for rezoning the property at 517 E. Rawson Avenue from A-1, Limited Agricultural to a hybrid B-4, General Business and M-1, Manufacturing zoning with a Planned Unit Development (PUD) designation.

Per the submitted narrative and general plan, the PUD will include four (4), single-story, multi-tenant commercial buildings for business use (1-38,280 square foot of retail/office building (Building 1) and 3-38,176 square foot office/warehouse buildings (Building 2-4).

It should be noted that the original application requested a base zoning which would have been a hybrid of uses between the B-4, General Business and M-1, Manufacturing zoning district. The applicant submitted an exhibit as part of the PUD submittal illustrating all uses, both permitted and conditional that they were requesting be permitted in this planned unit development. Initial review by City staff identified challenges inherent in opening up this planned unit development to such a broad and varied list of permitted and conditional uses, many of which may be incompatible with the surrounding neighborhood. As a result, staff is proposing that the base zoning become Lm-1, Light Manufacturing, and that the list of permitted and conditional uses include general retail and service type uses (less than 50,000 sf), similar to those that have leased space in the comparable development on the north side of Rawson Avenue. Conditional uses would be limited to those appropriate under the Lm-1, Light Manufacturing zoning district.

The proposed use and zoning of the property conforms with the adopted comprehensive plan, which identifies this, and the properties to the west of this as Business Park. The Plan identifies this land use as

consisting of groups of buildings planned and constructed as business parks for professional firms with a mix of office, training, research, production, and other ancillary uses.

While the design of the proposed general development plan (iterations of which have undergone prior courtesy reviews by staff) does provide for the type of internal roadways, common parking, landscaping and open spaces and stormwater management features commonly associated with most business parks, it also needs to accommodate expansion of those uses to similarly designated lands to the west. Staff understands the complexity associated with working with adjacent property owners with different site issues, development goals and timelines, and is working with the applicant to account for future roadway access to these parcels, which consist of a platted, but undeveloped subdivision with unbuilt public roadways in dedicated right-of-way. That general development plan has undergone several revisions in response to both staff comments and input generated by a neighborhood meeting most notably by reducing the overall square footage of the building(s), thus allowing for increased setbacks and opportunities for screening to the residential properties to the east.

Additional details, plans, and the narrative are included in your packets for review. Sec. 17.0703(a), which contains the Standard for Review upon which the Plan Commission and Common Council must make their findings, is also included for reference. That section requires certain findings for the approval of a planned unit development. No application for a planned development shall be approved unless all the following findings are made about the proposal:

1. Comprehensive plan. The planned development shall be consistent with the goals, objectives, and policies set forth in the Comprehensive Plan.

As noted earlier in this report, the proposed PUD is consistent with the Comprehensive Plan.

2. Public welfare. The planned development shall be so designed, located, and proposed to be operated and maintained that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.

The design and operation of the PUD would be subject to conditions and restrictions and a general development plan to insure compliance with this provision.

3. Impact on public facilities and resources. The planned development shall be so designed that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve it. The planned development shall include such impact fees as may be reasonably determined by the Common Council. These required impact donations shall be calculated in reasonable proportion to impact of the planned development on public facilities and infrastructure.

The design and operation of the PUD would be subject to conditions and restrictions and a general development plan to insure compliance with this provision. Buildings within the PUD would be subject to impact fees.

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4. Archaeological, historical or cultural impact. The planned development shall not substantially adversely impact an archaeological, historical, or cultural resource, included on the state or federal register, located on or off the parcel(s) proposed for development.

There is no indication that the development would adversely affect any of these resources.

5. Parking and traffic. The planned development shall have or make adequate provision to provide necessary parking and ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets and provides adequate access for emergency vehicles.

The design and operation of the PUD would be subject to conditions and restrictions and a general development plan to insure compliance with this provision. Access to East Rawson Avenue will need to be coordinated with Milwaukee County. As stated earlier, staff will continue to work with the applicant to ensure that the design of the proposed access is appropriate to provide access to additional developable lands to the west.

6. Adequate buffering. The planned development shall have adequate landscaping, public open space, and other buffering features to protect uses within the development and surrounding properties.

The design and operation of the PUD would include (at minimum) buffers of sufficient size and design to meet the landscape transition standards of Section 17.0505 of the Municipal Code.

Approval of the rezone with the proposed Planned Unit Development, including the conditions and restrictions, is not an endorsement of any site, architectural, landscaping, lighting, or any other plan that will be required to be approved by the Plan Commission as stated in the Conditions and Restrictions included with this report.

After careful consideration at the October 24 & November 14, 2023 meetings, the Plan Commission recommended approval subject to the attached Conditions and Restrictions.

Options/Alternatives: Council has the discretion to approve or not approve the proposed requests, and/or to modify the proposed Conditions and Restrictions as part of the Planned Unit Development. The approval of the rezone with a PUD would allow for the redevelopment of an existing agricultural property. Denial would result in the property remaining in its present condition.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gaggin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Ord 3090

Location Map

Narrative & Standards for Review (4 pages)

Milwaukee County DOT Letter (1 page)

WI DNR Letters (3 pages)

Army Corps of Engineers Letter (2 pages)

Plans

Alta Survey (2 pages)

Concept (1 page)

Site Plan, C1.0 (1 page)

Ultimate site Plan, C1.0 (1 page)

Preliminary Site Grading Plan, C2.0 (1 page)

Landscaping (9 pages)

Sec. 17.0703(a), Standards for Review (3 pages)

Draft Conditions and Restrictions (9 pages)

Excerpted Plan Commission Minutes (9 pages)

ORDINANCE NO. 3090

By: _____

AN ORDINANCE TO REZONE TO LM-1, LIGHT MANUFACTURING AND TO ESTABLISH A PLANNED UNIT DEVELOPMENT (PUD) ON THE PROPERTY AT 517 E. RAWSON AVE.

(1st Aldermanic District)

WHEREAS, 517 E. RAWSON AVE., LLC, has applied for rezoning the property at 517 E. Rawson Ave. to Lm-1, Light Manufacturing with a Planned Unit Development (PUD).

WHEREAS, the property is more precisely described as follows:

C.S.M. NO. 631 PARCELS 1 & 2 NW 1/4 SEC 9-5-22 (19.194 AC.).

WHEREAS, the Plan Commission reviewed the application and recommended that the Lm-1, Light Manufacturing PUD rezoning be approved; and

WHEREAS, the Common Council held a public hearing on said application on December 19, 2023 at which time all interested parties appeared and were heard; and

WHEREAS, the Plan Commission had recommended that the application be approved subject, however, to the imposition of certain Conditions and Restrictions upon the construction, location and operation of this Lm-1, Light Manufacturing PUD, and which Conditions and Restrictions are incorporated by reference into this ordinance; and

WHEREAS, following said public hearing and upon 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 Lm-1, Light Manufacturing PUD rezoning was approved for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Lm-1, Light Manufacturing PUD.

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 to Lm-1, Light Manufacturing Planned Unit Development (PUD), and the Zoning Map of Chapter 17 of the Municipal Code is amended to reflect the rezoning.

SECTION 2: The Planned Unit Development is subject to the aforementioned conditions and restrictions on the design, construction and operation of the Lm-1, Light Manufacturing Planned Unit Development (PUD). The General Development Plan attached thereto as Exhibit A is hereby approved. Any substantial changes to the General Development Plan shall be subject to approval by the Common Council and may require additional public hearings.

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: 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 19th day of December, 2023.

President, Common Council

Approved this 19th day of December, 2023.

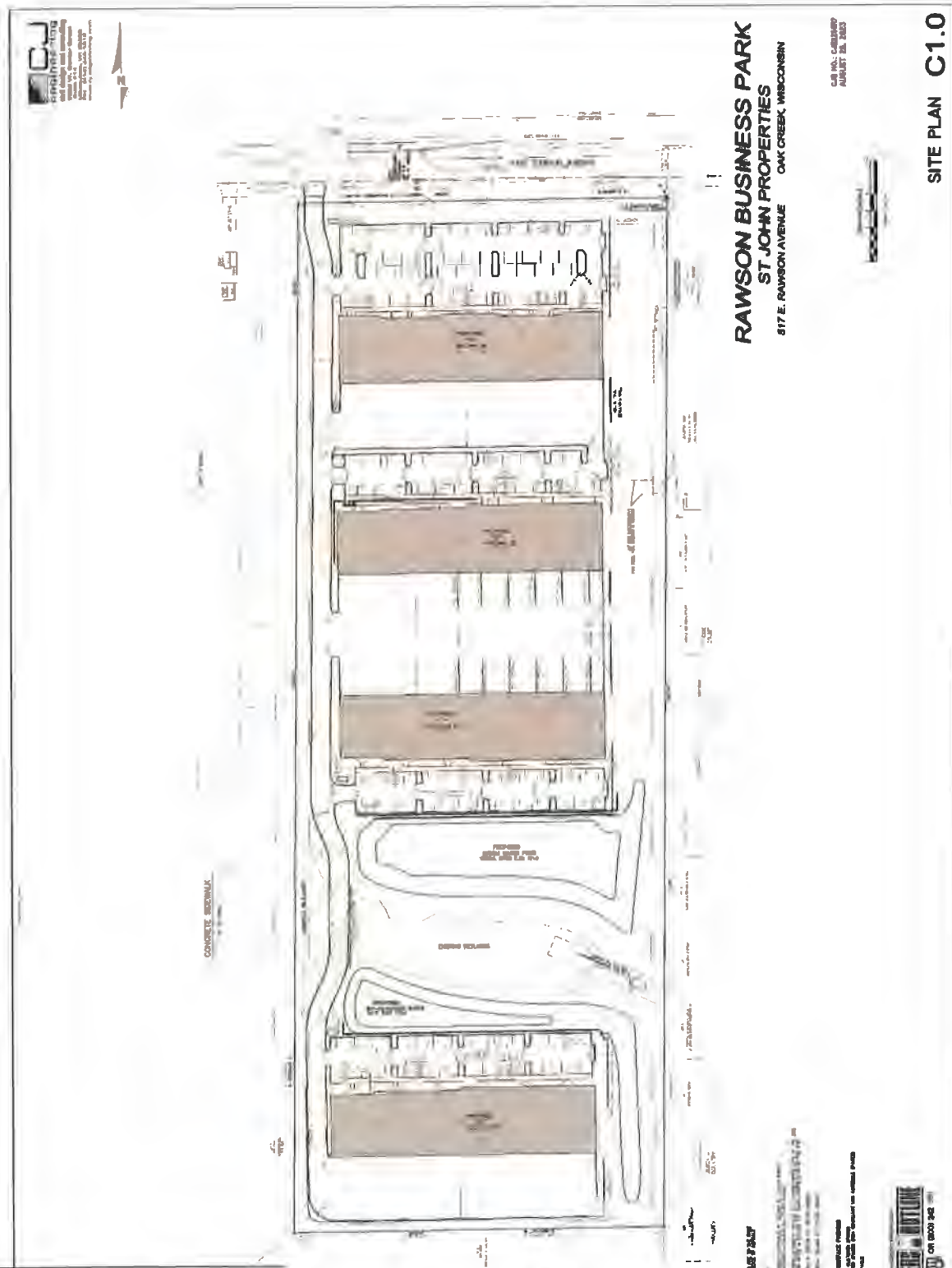
Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT A: GENERAL DEVELOPMENT PLAN¹



RAWSON BUSINESS PARK
ST JOHN PROPERTIES
817 E. RAWSON AVENUE OAK CREEK, WISCONSIN

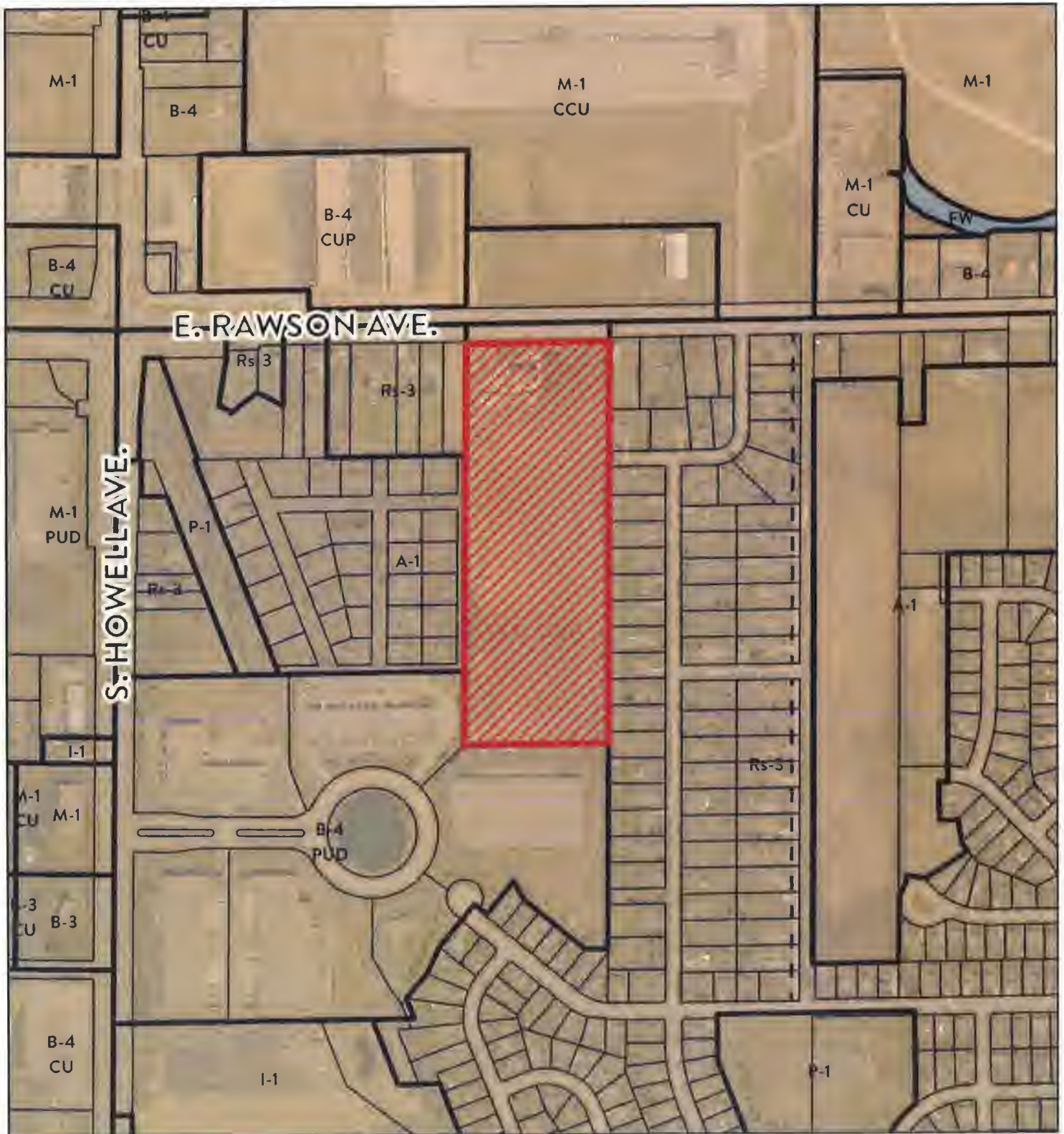
DATE: 08/15/2017
DRAWN BY: J. H. HARRIS

SITE PLAN C1.0

¹ (For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

Location Map

517 E. Rawson Ave.



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



0 0.03 0.07 0.13 Miles



- Parcels
- Zoning
- Official Map

Legend

- Flood Fringe
- Floodway
- 517 E. Rawson Ave.



Intent Statement

August 26, 2023

For:
517 E Rawson Avenue
Oak Creek, WI – B-4 and M-1 PUD

Prepared by:
St John Properties, Inc.
2000 Pewaukee Rd Suite A
Waukesha, WI 53188
262-524-0100

Jason Atkielski from St John Properties, Inc. located at 2000 Pewaukee Rd Suite A Waukesha, WI 53188 with support from James R. Berndsen, are seeking Planned Unit Development (PUD) on approximately 19.1 acres located at 517 E. Rawson Ave. on behalf of 517 East Rawson Ave. LLC.

The 517 E. Rawson Ave. PUD seeking B-4 and M-1 will consist of 1-38,280 square foot of retail/office building (Building 1) and 3-38,176 square foot office/warehouse buildings (Building 2-4). Design of the development encourages sensitivity to natural resources and environmental features along with efficient provisions to infrastructure and utilities while following city dimensional and design standards. Buildings are speculative and will be constructed in phases to meet market demands. Construction will start from the North with buildings 1 and 2 (Phase 1) and moving south as needed with buildings 3 (Phase 2) and 4 (Phase 3). Phase 1 will take approximately 15 months to complete once the permitting process is completed. Phases 2 and 3 will take approximately 10 months each to complete after permits are released.

The 517 E Rawson Ave. PUD is designed to be compatible with surrounding land uses and the City of Oak Creek's comprehensive plan. The surrounding RS-3 properties to the East shall be shielded by additional greenspace and landscaping buffers. These landscaping buffers were achieved by reducing the length of each building until building setbacks were 80 feet or greater. The RS-3 properties to the North shall also be shielded from the development's driveway by a landscaping buffer. Parking lots shall be screened with 6-foot-tall screen walls and fencing in designated areas.



517 E Rawson Ave PUD Zoning Neighborhood Meeting Comments

Rawson Ave does not have enough left-hand turn lanes when heading West bound.

Question on location of property entrances and exits.

Question on the turn lanes exiting and entering the property.

Questions on the types of uses that are anticipated at the property.

Neighbor commented that if a developer had to develop this parcel, they are glad it's St John Properties because "It is obvious that you take pride in your properties".

Concern that PUD zoning would allow St John Properties to let any user they want in and could build nuclear bombs.

Concern on the storm water runoff because currently during long heavy rainfalls some neighboring properties to the southeast flood.

Neighbors are very appreciative of sacrificed building square footage to allow for greater landscape buffer.

Question on if the vegetation in the wetland area stays or gets removed.

Concerns on heavy trucking and heavy industrial users like American Tire Distributors Inc., neighbors would prefer low amounts of trucking like 140 E Rawson has.

Questions on site lighting, verifying it will be like 140 East Rawson which neighbors approved of.

A neighbor is not happy that Superior Ambulance is a tenant at 140 E Rawson.

Complaint about noise from garbage trucks and snow removal at 140 East Rawson.

Question on construction hours for the new development.

Question on cleaning the street if debris gets tracked on to it during construction.

Question on property values after completion of development.



For:
517 E Rawson Avenue
Oak Creek, WI – PUD

August 28, 2023

Prepared by:
St John Properties, Inc.
2000 Pewaukee Rd Suite A
Waukesha, WI 53188
262-524-0100

Standards for Review

(1)

Comprehensive plan. The planned development shall be consistent with the goals, objectives, and policies set forth in the Comprehensive Plan.

- Oak Creek's comprehensive plan for 517 E Rawson Ave is to be part of a business park. Therefore, the 517 E Rawson Ave PUD would contain 4 multi-tenant commercial buildings for business users. These buildings are single story and will be designed in accordance with Oak Creek's design requirements.

(2)

Public welfare. The planned development shall be so designed, located, and proposed to be operated and maintained that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.

- The adjacent properties have been taken into consideration. The building setbacks have been increased to 80+ feet which will allow for an adequate supply of light and air to the adjacent properties and will not endanger public health, safety, and welfare.

(3)

Impact on public facilities and resources. The planned development shall be so designed that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve it. The planned development shall include such impact fees as may be reasonably determined by the Common Council. These required impact donations shall be calculated in reasonable proportion to impact of the planned development on public facilities and infrastructure.

- Design of the development encourages sensitivity to natural resources and environmental features along with efficient provisions to infrastructure and utilities while following city dimensional and design standards.



(4)

Archaeological, historical or cultural impact. The planned development shall not substantially adversely impact an archaeological, historical, or cultural resource, included on the state or federal register, located on or off the parcel(s) proposed for development.

- According to the knowledge of WHS Compliance, the 517 E Rawson Ave will not substantially adversely impact an archaeological, historical, or cultural resource. The parcel is not on the State or National Register.

(5)

Parking and traffic. The planned development shall have or make adequate provision to provide necessary parking and ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets and provides adequate access for emergency vehicles.

- The development will have ingress and egress granted by Milwaukee DOT from Rawson Ave and will maximize efficiencies to minimize traffic congestion and provide adequate access for emergency vehicles.

(6)

Adequate buffering. The planned development shall have adequate landscaping, public open space, and other buffering features to protect uses within the development and surrounding properties.

- The development has increased building setbacks to 80+ ft which gives more than adequate open space. There is also dense vegetation, fencing, and screen walls proposed to shield both the development and the surrounding properties as shown on the landscape plan.



DEPARTMENT OF TRANSPORTATION
Milwaukee County
Donna Brown-Martin, Director and Highway Commissioner

August 9, 2023

Mr. Jason Atkeilski
St. John Properties
1020 James Dr., Suite G
Hartland, WI 53029

Subject: St. John Properties Development, 517 E. Rawson Ave. (CTH BB) – Oak Creek, WI

Dear Mr. Atkeilski,

We have reviewed the traffic impact analysis (TIA) received May 31, 2023 for the subject development and have the following comments for consideration in the improvement design. Per Milwaukee County DOT (MCDOT) policy, an Access Review Fee is required for this development. An invoice is enclosed with this letter.

MCDOT agrees with the findings of the report. The developer shall modify the median opening at their proposed access road to have a 200' westbound left turn lane. The proposed access road shall have a final configuration that includes a separate northbound left turn lane and right turn lane.

Any changes to site access or proposed development uses after this point will require the TIA to be reviewed again by Milwaukee County which may require additional review fees and may change the requirements of this letter. For permitting the contact will be Vernon Singleton, 414-257-5947, Vernon.Singleton@milwaukeecountywi.gov. We look forward to continuing to work with you on this development.

Sincerely,

A handwritten signature in black ink that reads "Daniel Murphy".

Daniel Murphy
Managing Engineer – Traffic

CC: Vernon Singleton, Milwaukee County
Andrea Weddle – Henning, Milwaukee County
Matthew Sullivan, City of Oak Creek

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W St. Paul Ave.
Milwaukee, WI, 53233

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



August 14th, 2023

Jason Atkielski
2000 Pewaukee Rd. Suite A
Waukesha, WI 53188

GP-SE-2023-41-02311

RE: Coverage under the waterway statewide general permit to install waterway crossings over Unnamed Stream (WBIC 5037371), located in the City of OAK CREEK, Milwaukee County, docket GP-SE-2023-41-02311.

Dear Mr. Atkielski:

Thank you for submitting an application for a General Permit to install waterway crossings over Unnamed Stream (WBIC 5037371) located in the NE 1/4, NW 1/4, Sec. 09, T. 05, R. 22E, City of OAK CREEK, Milwaukee County.

You have certified that your project meets the eligibility criteria for this activity. Based upon your signed certification you may proceed with your project. Please take this time to re-read the permit standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit (found at <http://dnr.wi.gov/topic/waterways/> - keyword: general permits). The permit conditions are attached to this letter. **You are responsible for meeting all general permit eligibility standards and permit conditions.** This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first.

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Michelle Soderling at (414) 430-7129 or email michelle.soderling@wisconsin.gov to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with waterway regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin's water resources for future generations. You are responsible for obtaining any other local, state or federal permits that are required before starting your project.

Sincerely,

A handwritten signature in cursive script that reads 'Michelle Soderling'.

Michelle Soderling
Water Management Specialist

Copy to: Leah Huff, USACE Project Manager
Kristi Sherfinski, Helianthus

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W St. Paul Ave.
Milwaukee, WI, 53233

Tony Evers, Governor
Adam N. Payne, Secretary
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TTY Access via relay - 711



August 14th, 2023

GP-SE-2023-41-02314

Jason Atkielski
2000 Pewaukee Rd. Suite A
Waukesha, WI 53188
[sent electronically]

RE: Coverage under the wetland statewide general permit to impact wetlands from residential, commercial, and industrial activities, located in the City of OAK CREEK, Milwaukee County

Dear Mr. Atkielski:

Thank you for submitting an application for a General Permit to impact wetlands from residential, commercial and industrial activities located in the NE 1/4 of NW 1/4, Section 09, Township 05, Range 22E, City of OAK CREEK, Milwaukee County. You have certified that your project meets the eligibility criteria for this activity. Based upon your signed certification you may proceed with your project. **The discharge(s) from the proposed activity will comply with water quality requirements.**

Please re-read the permit eligibility standards and conditions. The eligibility standards can be found on the GP1 application checklist or in the GP1 statewide general permit. The permit conditions are attached to this letter. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first.

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project, please contact me, your local Water Management Specialist, at (414) 430-7129 or at michelle.soderling@wisconsin.gov to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, recreational value, and other functions and values wetlands provide to current and future generations. You are responsible for obtaining any other local, state, or federal permits that are required before starting your project.

Sincerely,



Michelle Soderling
Water Management Specialist

Email CC:

Leah Huff, USACE Project Manager
Kristi Sherfinski, Helianthus

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1027 W St. Paul Ave.
Milwaukee, WI 53233

Tony Evers, Governor
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August 14, 2023

GP-SE-2023-41-02314

Jason Atkielski
2000 Pewaukee Rd. Suite A
Waukesha, WI 53188
[sent electronically]

Dear Mr. Atkielski,

The Wisconsin Department of Natural Resources received a water quality certification request pursuant to 40 CFR Part 121, requested by Jason Atkielski for a project located in the City of OAK CREEK, Milwaukee County, WI.

The Wisconsin Department of Natural Resources (DNR) has examined this certification request as it relates to Clean Water Act Section 401, Wis. Stat. Chs. 30, 281, and 283, and Wis. Adm. Code Ch. NR 299. The DNR has determined the certification request satisfies the requirements under 40 CFR § 121.5. The DNR has also determined that the discharge from the proposed project will comply with water quality requirements. Therefore, **DNR will grant water quality certification without the need for special conditions.**

Please be aware that 401 Water Quality Certification does not release the permittee from obtaining all other necessary federal, state, and local permits, licenses, certificates, approvals, registrations, charters, or similar forms of permission required by law. Specifically, if the DNR has issued coverage under a state general permit for the project, the permittee is required to follow all eligibility requirements and permit conditions. In addition, this 401 Water Quality Certification does not limit any other state permit, license, certificate, approval, registration, charter, or similar form of permission required by law that imposes more restrictive requirements.

Please reach out to me at michelle.soderling@wisconsin.gov or at (414) 430-7129 if you have any questions or concerns about this certification.

Sincerely,

A handwritten signature in cursive script that reads 'Michelle Soderling'.

Michelle Soderling
Water Management Specialist

E-copy: Leah Huff, USACE Project Manager



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
332 MINNESOTA STREET, SUITE E1500
ST. PAUL, MN 55101-1323

August 22, 2023

Regulatory File No. 2023-00867-LAH

St. John Properties
c/o Jason Atkielski
2000 Pewaukee Rd, Suite A
Waukesha, WI 53188

Dear Mr. Jason Atkielski:

We are responding to your request for authorization to permanently discharge fill material into wetlands for the construction of four commercial use buildings and associated infrastructure as part of a commercial development project in the City of Oak Creek. The proposed work is located in Section 9, Township 5 North, Range 22 East, Milwaukee County, Wisconsin.

Project authorization:

The regulated activities associated with this project include the permanent discharge of fill material into 2,835 square feet (0.065 acre) of wetlands. We have determined that these activities are authorized by a Nationwide Permit (NWP), specifically, NWP 39, Commercial and Institutional Developments. This work is shown on the enclosed figures, labeled 2023-00867-LAH Figures 1 of 2 through 2 of 2.

Conditions of your permit:

You must ensure the authorized work is performed in accordance with the enclosed General Permit terms, General Conditions, and St. Paul District Regional Conditions.

You are also required to complete and return the enclosed Compliance Certification form within 30 days of completing your project. Please email the completed form to the contact identified in the last paragraph.

A change in location or project plans may require re-evaluation of your project. Proposed changes should be coordinated with this office prior to construction. Failure to comply with all terms and conditions of this permit invalidates this authorization and could result in a violation of Section 301 of the Clean Water Act or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Water Quality Certification:

You must also comply with the enclosed Water Quality Certification conditions associated with this General Permit.

Permit expiration:

The 2021 NWP is valid until March 14, 2026 unless modified, suspended, or revoked. If the work has not been completed by that time, you should contact this office to verify that the permit is still valid. Furthermore, if you commence or are under contract to commence this activity before the date of General Permit expiration, modification, or revocation, you have 12 months to complete the activity under the present terms and conditions of the General Permit.

Regulatory Division (File No. 2023-00867-LAH)

Jurisdictional determination:

No jurisdictional determination was requested or prepared for this project. While not required, you may request a jurisdictional determination from the contact identified in the last paragraph.

Contact Information:

If you have any questions, please contact me in our St. Paul office at (651) 318-9382 or by email at Leah.A.Huff@usace.army.mil.

Sincerely,



Leah Huff
Regulatory Specialist

Enclosures

CC: Michelle Soderling, Wisconsin DNR [GP-SE-2023-41-02311, GP-SE-2023-41-02314]
Kristi Sherfinski, Helianthus

VICINITY MAP
NOT TO SCALE



PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 837 RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON NOVEMBER 04, 1984, IN REEL 335 OF CERTIFIED SURVEY MAPS, MAPS 101-1103, AS DOCUMENT NO. 428763, AND CERTIFIED SURVEY MAP BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

CONTAINING:

- EASEMENTS, DEDICATIONS, RESERVATIONS, PROVISIONS, REINFORCEMENTS, RECORDS, CERTIFICATES, AND ANY OTHER MATTERS AS PROVIDED FOR OR DELINEATED ON CERTIFIED SURVEY MAP NO. 837 RECORDED ON NOVEMBER 04, 1984, IN REEL 335 OF CERTIFIED SURVEY MAPS, MAPS 101-1103, AS DOCUMENT NO. 428763, AND CERTIFIED SURVEY MAP BEING PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.
- EASEMENTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN EASEMENT FOR HIGHWAY PURPOSES RECORDED IN JULY 22, 1924 IN VOLUME 331 OF DEEDS, PAGE 30 AS DOCUMENT NO. 203727 OF OFFICIAL RECORDS, BUT INCLUDING ANY CONDITIONS, CONDITIONS OR RESTRICTIONS AFFECTING PROPERTY, LIMITATION ON DISSEMINATION BY SALE, COAL, REGION, SELF-MANAGED, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH CONDITIONS, CONDITIONS OR RESTRICTIONS VIOLATE 43 USC (IMPL.), SHOWN HEREON.
- UTILITY EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY AND WISCONSIN TELEPHONE COMPANY, DATED APRIL 28, 1955, RECORDED/FILED APRIL 28, 1955 IN VOLUME 2424 OF DEEDS, PAGE 457 AS DOCUMENT NO. 320862, SHOWN HEREON.
- GAS LINE EASEMENT TO WISCONSIN NATURAL GAS COMPANY, A CORPORATION, DATED JANUARY 17, 1987, RECORDED/FILED JANUARY 25, 1987 IN REEL 344, MAPS 512-513 AS DOCUMENT NO. 428763, SHOWN HEREON.
- URBANIZATION EASEMENT TO CITY OF OAK CREEK, A MUNICIPAL CORPORATION OF THE STATE OF WISCONSIN, DATED APRIL 06, 1970, RECORDED/FILED APRIL 16, 1970 IN REEL 528, MAPS 755-757 AS DOCUMENT NO. 421991, SHOWN HEREON.
- UTILITY EASEMENT TO WISCONSIN TELEPHONE COMPANY, DATED AUGUST 26, 1988, RECORDED/FILED FEBRUARY 12, 1982 IN REEL 1428, MAPS 1188-1190 AS DOCUMENT NO. 320828, SHOWN HEREON.
- SEWER EASEMENT TO CITY OF OAK CREEK, A MUNICIPAL CORPORATION, DATED JANUARY 13, 1988, RECORDED/FILED JANUARY 30, 1988 IN REEL 2298, MAPS 474-478 AS DOCUMENT NO. 421991, SHOWN HEREON.
- SEWER EASEMENT TO CITY OF OAK CREEK, A MUNICIPAL CORPORATION, DATED JANUARY 13, 1988, RECORDED/FILED JANUARY 30, 1988 IN REEL 2298, MAPS 474-478 AS DOCUMENT NO. 421991, SHOWN HEREON.

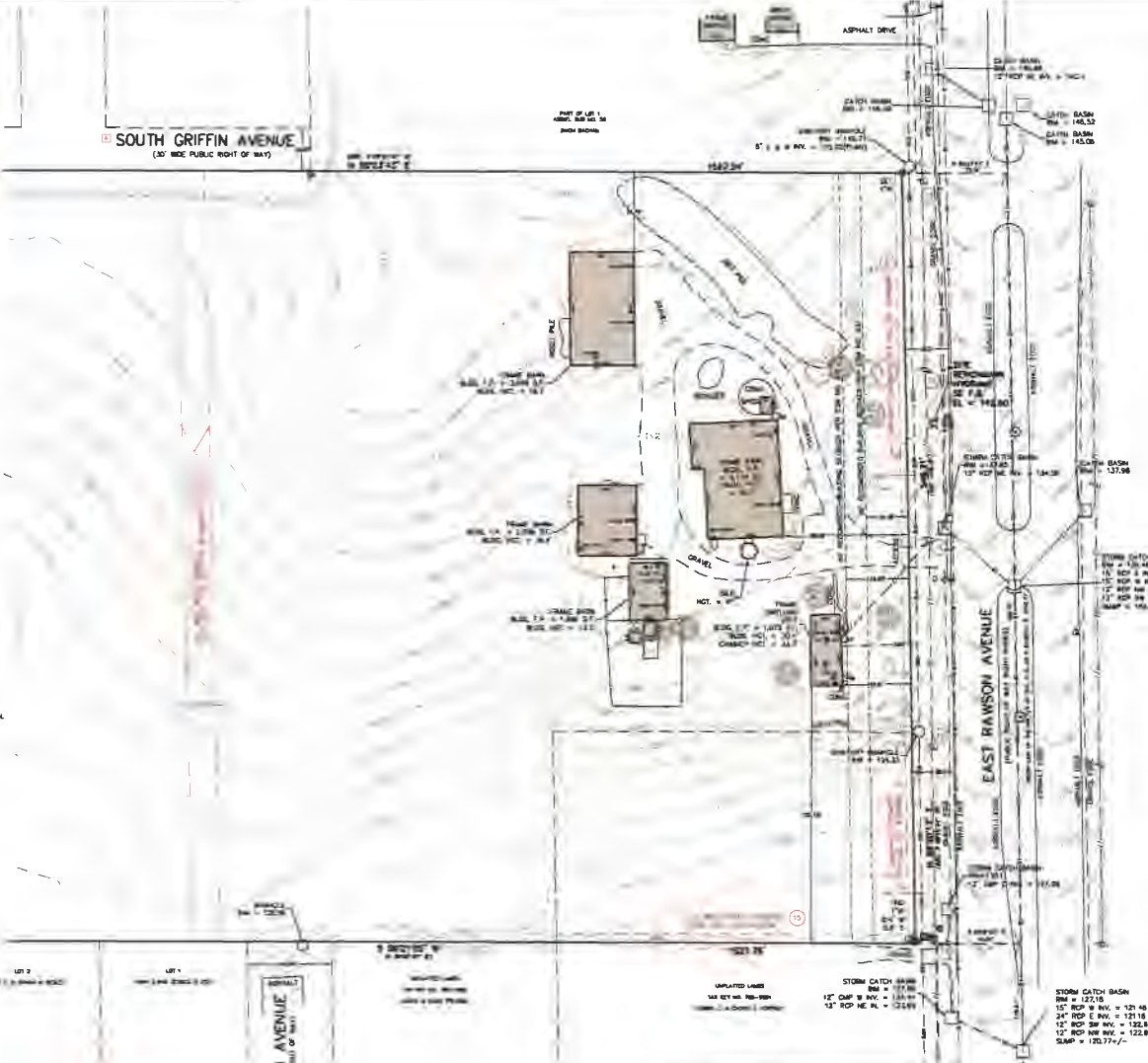
THESE ARE NO SIGNIFICANT OBSERVATIONS AFFECTING THE SUBJECT PROPERTY EXCEPT AS FOLLOWS:

1. SOUTH GRIFFIN AVENUE IS NOT SHOWN AT THE TIME OF THIS SURVEY.

TO: SLP ACQUISITION, LLC (FIRST AMERICAN TITLE INSURANCE COMPANY)

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NPS LAND TITLE SURVEYS' ONLY ESTABLISHED AND ADOPTED BY ALTA AND NPS IN 2012, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, AND 18 OF TABLE 1 THEREOF PURSUANT TO THE ADOPTED STANDARD AS ADOPTED BY ALTA AND NPS AND IN THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF WISCONSIN, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREON.

DEC. 20, 2022
DATE



CJ engineering
civil design and consulting
220 REGENCY CT. STE. 210
BROOKFIELD, WI 53005
PH: (414) 443-1312
FAX: (414) 443-1317
www.cj-engineering.com

CSE
CAPITOL SURVEY ENTERPRISES
220 REGENCY CT. STE. 210
BROOKFIELD, WI 53005
PH: (414) 443-1312
FAX: (414) 443-1317
www.cse-survey.com

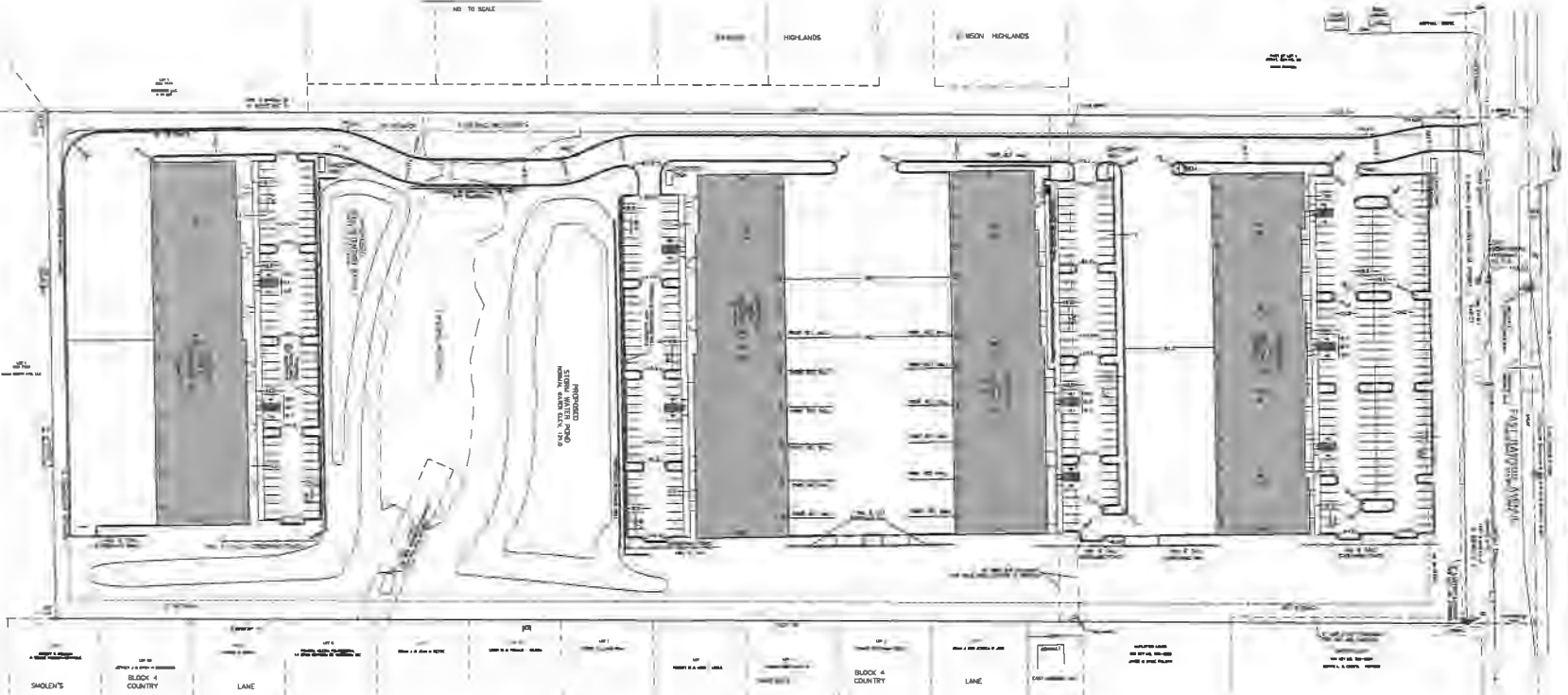
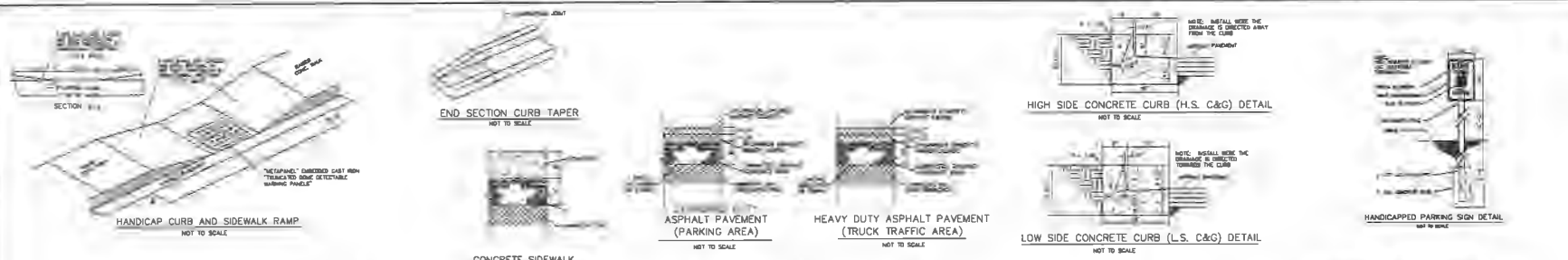
- THIS SURVEY WAS MADE IN ACCORDANCE WITH LAND ACQUISITION ACTS ENACTED BY THE STATE OF WISCONSIN.
- THE PROPERTY DESCRIBED HEREON (THE "PROPERTY") IS THE SAME AS THE PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. WIS-115088-NORTH WITH A COMMITMENT DATE, NOVEMBER 23, 2012 AND THAT ALL EASEMENTS, CONDITIONS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE PROPERTY.
- THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED IN PART ON INFORMATION FURNISHED BY THE UTILITY COMPANIES, DIGGING NOTICES AND THE LOCAL AUTHORITIES. WHILE THE INFORMATION IS BELIEVED TO BE REASONABLY ACCURATE AND COMPLETELY CANNOT BE GUARANTEED NOR CERTIFIED TO.
- NO ZONING INFORMATION PROVIDED BY INSURER AT THE TIME OF THIS SURVEY.
- THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON CONTAINS 82074 SQUARE FEET OR 18729 SQUARE FEET.
- THE ADDRESS OF THE ABOVE DESCRIBED PROPERTY, 517 EAST RAWSON AVENUE AS SHOWN WAS OBSERVED IN THE FIELD AT THE TIME OF THE SURVEY.
- ALL UTILITIES SERVING THE PROPERTY ENTER THROUGH ADJOINING PUBLIC STREETS AND/OR EASEMENTS OF RECORD.
- SUBJECT PROPERTY HAS DIRECT ACCESS TO EAST RAWSON AVENUE, DESIGNATED PUBLIC STREET OR HIGHWAY.
- THE TOTAL NUMBER OF STIPED PARKING SPACES ON THE PROPERTY IS 0, OF WHICH 0 ARE REGULAR PARKING SPACES AND 0 ARE DESIGNATED DISABLED SPACES, AND TO THE EXTENT POSSIBLE, ARE GRAPHICALLY SHOWN HEREON.
- SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION (FIRE ZONE DESIGNATION) AREAS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NO. 58090002E, WITH A DATE OF DETERMINATION OF 8/29/2004, IN COMMITMENT NO. 580902 THE CITY OF OAK CREEK, WHICH IS THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.
- THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE PROPERTY AT THE TIME OF SURVEY.
- THERE IS NO INFORMATION AVAILABLE FROM THE CITY OF OAK CREEK REGARDING PROPOSED CHANGES IN STREET WIDTH OF THAT LINES ADJOINING THE PROPERTY AT THE TIME OF SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OCCURRING ON OR ADJOINING THE PROPERTY AT THE TIME OF SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF USE OF THE PROPERTY AS A SOIL WARE DUMP, SAND OR SAWDUST LANDFILL AT THE TIME OF SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF DELINEATED WETLANDS EXISTING ON SUBJECT PROPERTY AT THE TIME OF SURVEY.
- ALL FIELD MEASUREMENTS WERE TAKEN ACCORDING TO THE PRECISION REQUIREMENTS OF ALTA/NPS SPECIFICATIONS UNLESS OTHERWISE SHOWN.
- ALL BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 4-3-22 WHICH BEARS IN 89°07'15".
- THERE IS NO EVIDENCE OF COURTESY, ORBITERS, OR BURIAL GROUNDS EXISTING ON SUBJECT PROPERTY AS DISCLOSED IN THE RECORD DOCUMENTS OR DURING IN THE PROCESS OF CONDUCTING THIS SURVEY.
- PROJECT BENCHMARK - FOUND CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 4 TOWN 5 NORTH RANGE 22 EAST. ELEVATION = 141.84.
- SITE BENCHMARK - SE FLANGE BOLT OF HYDRANT AS SHOWN HEREON, EL. = 142.82.
- ELEVATIONS BASED ON INFORMATION FROM THE CITY OF OAK CREEK AND ARE AT CITY OF OAK CREEK DATUM.

ALTA/NPS LAND TITLE SURVEY
FOR
517 EAST RAWSON
517 E RAWSON AVE.
OAK CREEK, WI

| | | | |
|--------------|--------|--------------|---------------|
| DRAWN BY: | NJF | DATE: | DEC. 20, 2022 |
| CHECKED BY: | NJF | DRAWING NO.: | AL-0 |
| CSE JOB NO.: | 22-114 | SHEET: | 1 OF 2 |

LEGEND

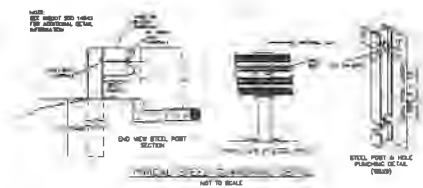
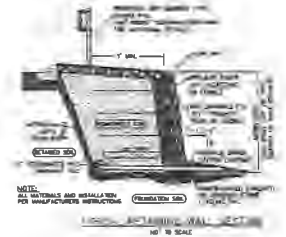
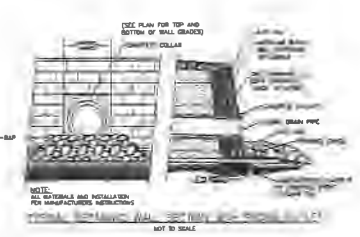
| | | | |
|--------------------------------------|---------------|----------|------------------|
| — 3/4" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/4" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/8" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/16" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/32" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/64" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/128" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/256" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/512" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/1024" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/2048" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/4096" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/8192" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/16384" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/32768" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/65536" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/131072" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/262144" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/524288" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/1048576" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/2097152" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
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| — 1/8589934592" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/17179869184" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
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| — 1/68719476736" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
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| — 1/549755813888" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/1099511627776" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/2199023255552" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/4398046511104" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
| — 1/8796093022208" — | BOUNDARY LINE | — 1/4" — | UTILITY EASEMENT |
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| — 1/1088903325155378072665 | | | |



NOTES:
 1. Dimensions ARE TO THE FACE OF CURB OR SIDE OF ASPHALT

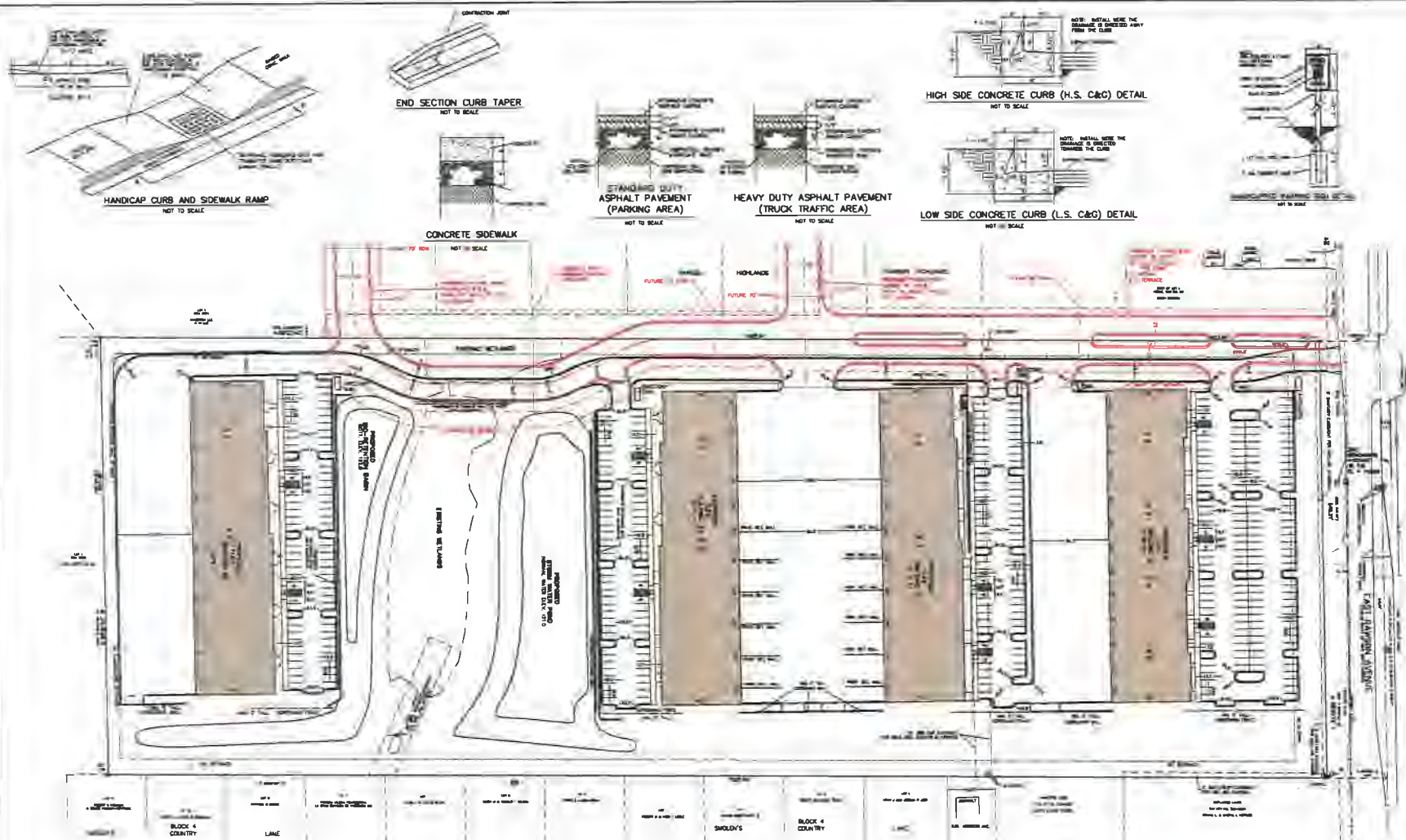
SITE AREAS
 PROPOSED BUILDING FOOTPRINTS = 162,000 S.F. (3.68 ACRES)
 PROPOSED PAVEMENT = 304,000 S.F. (6.93 ACRES)
 PROPOSED ASPHALT AREA = 477,000 S.F. (10.85 ACRES) (57% OF THE SITE)
 PROPOSED OPEN SPACE = 357,000 S.F. (8.10 ACRES) (43% OF THE SITE)
 DISTURBED AREA = 791,200 S.F. (17.97 ACRES)

PERMITTED USES:
 350 RESAUR. OUTDOOR SPACES
 12 HANDICAPPED SPACES (ADA COMPLIANT AND ACCESSIBLE SPACES)
 200 VISITOR SPACES



RAWSON BUSINESS PARK
ST JOHN PROPERTIES
 517 E. RAWSON AVENUE OAK CREEK, WISCONSIN

CJE NO : CJE225087
 AUGUST 28, 2023



NOTES
 1. DIMENSIONS ARE TO THE FACE OF CURB OR EDGE OF ASPHALT

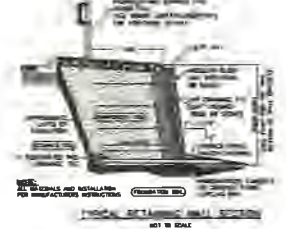
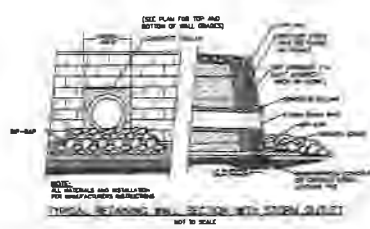
SITE AREAS
 PROPOSED BUILDING FOOTPRINTS = 132,888 S.F. (3.06 ACRES)
 PROPOSED PAVEMENT = 248,608 S.F. (5.67 ACRES)
 PROPOSED ASPHALT AREA = 477,618 S.F. (10.98 ACRES) (57% OF THE SITE)
 PROPOSED OPEN SPACE = 357,258 S.F. (8.128 ACRES) (43% OF THE SITE)

CONSTRUCTION PERMITS TO BE OBTAINED FROM THE CITY OF MILWAUKEE

ALL REGULAR CURB SPACES 18 HANDICAPPED SPACES (40% COMPLIANT WITH ACCESSIBLE SPACES) SEE 100% PLAN

RAWSON BUSINESS PARK
ST JOHN PROPERTIES
 517 E. RAWSON AVENUE OAK CREEK, WISCONSIN

CJE NO : CJE225087
 AUGUST 28, 2023
 REV 09-29-2023



ULTIMATE SITE PLAN C1.0

Agrecol LLC
www.agrecol.com
17101 N. Casey Road
Newville, Wisconsin 53536
Ph: 920-223-8371

Infiltration Swale Seed Mix

| Botanical Name | Common Name | PLS Quincy/Acre |
|---|------------------------|--------------------|
| Permanent Grasses/Sedges/Rubrics | | |
| <i>Andropogon gerardi</i> | Big Bluestem | 30.00 |
| <i>Bromus ciliatus</i> | Fringed Sorene | 36.00 |
| <i>Carex canadica</i> | Bristly Sedge | 5.00 |
| <i>Carex vulpinoidea</i> | Brown Fox Sedge | 1.50 |
| <i>Elymus virginicus</i> | Virginia Wild Rye | 36.00 |
| <i>Glycerhiza siliqua</i> | Fowl Fennel Grass | 2.00 |
| <i>Panicum virgatum</i> | Switchgrass | 3.00 |
| <i>Scirpus atrovirens</i> | Dark-Green Bulrush | 0.50 |
| <i>Scirpus cyperinus</i> | Wool Grass | 0.25 |
| <i>Sorghastrum nutans</i> | Indian Grass | 18.00 |
| <i>Sparganium angustifolium</i> | Prairie Cordgrass | 8.00 |
| Total | | 138.25 |
| Forbs | | |
| <i>Alisma subcordatum</i> | Common Water Plantain | 2.00 |
| <i>Asclepias incarnata</i> | Marsh (Heck) Milkweed | 6.00 |
| <i>Aster novae-angliae</i> | New England Aster | 2.00 |
| <i>Desmodium canadense</i> | Canada Tick Trefal | 4.00 |
| <i>Ratibida pinnata</i> | Yellow Coneflower | 3.00 |
| <i>Rudbeckia hirta</i> | Black-eyed Susan | 2.00 |
| <i>Rudbeckia subtomentosa</i> | Sweet Black-eyed Susan | 2.00 |
| <i>Solidago ohioensis</i> | Ohio Goldenrod | 1.00 |
| <i>Verbena hastata</i> | Blue Vervain | 1.75 |
| <i>Verbena fasciculata</i> | Ironweed | 2.00 |
| Total | | 26.75 |

Total area of infiltration area: 71,800
Total seed quantity: 165

INFILTRATION SWALE NATIVE SEED MIX

Permanent Grasses/Sedges/Rubrics

| Item # | Qty | Unit | Part Sun Exposure |
|--------|--------|------|-------------------|
| 1 | 45,000 | 25' | |
| 2 | 80 | 25' | |
| 3 | 5 | 25' | |
| 4 | 1 | 25' | |
| 5 | 22 | 25' | |
| 6 | 4 | 25' | |

| Item # | Common Name | Origin | Subs. Quant. | Subs. Price |
|-------------------|---|-------------------|--------------|-------------|
| 1 | Wild Blue Yarrow | Iowa CO, IA | 330,186 | 10.27% |
| 2 | Canada Wild Rye | Illiana CO, IA | 128,055 | 4.00% |
| 3 | Virginia Wild Rye | Illiana CO, IA | 192,102 | 5.91% |
| 4 | June Grass | Columbia CO, WI | 330,186 | 10.27% |
| 5 | Ute Bluestem | Vermont CO, WI | 330,186 | 10.27% |
| 6 | Copper-Shouldered Oval Seed Dune CO, WI | | 20,130 | 6.20% |
| PERENNIALS | | | | |
| 7 | Nodding Onion | Racine CO, WI | 47,250 | 14.67% |
| 8 | Butterfly Weed | Iowa | 11,880 | 3.65% |
| 9 | Sky-Blue Aster | Kanaska CO, WI | 71,280 | 22.17% |
| 10 | Heath Aster | Welworth CO, WI | 50,400 | 15.52% |
| 11 | Smooth Blue Aster | Iowa CO, WI | 50,400 | 15.52% |
| 12 | New England Aster | Iowa CO, WI | 61,776 | 19.08% |
| 13 | Prairie Conepodis | Columbia CO, WI | 23,760 | 7.38% |
| 14 | Pale Purple Coneflower | Allamakee CO, IA | 23,760 | 7.38% |
| 15 | Black-eyed Mazar | Jefferson CO, WI | 47,250 | 14.67% |
| 16 | Western Sunflower | SW, WI | 23,760 | 7.38% |
| 17 | Early Sunflower | Green CO, WI | 50,400 | 15.52% |
| 18 | Prairie blazing Star | Meleod CO, MN | 50,400 | 15.52% |
| 19 | Wild Bergamot | Allamakee CO, IA | 50,400 | 15.52% |
| 20 | Smooth Pricklypear | WI | 50,400 | 15.52% |
| 21 | Prairie Cinquefoil | Lacquiabie CO, MN | 47,250 | 14.67% |
| 22 | Mountain Mint | Welworth CO, WI | 50,400 | 15.52% |
| 23 | Yellow Coneflower | Allamakee CO, IA | 50,400 | 15.52% |
| 24 | Black-eyed Susan | Dubuque CO, IA | 71,280 | 22.17% |
| 25 | Common Plant | IA | 2,576 | 0.79% |
| 26 | SAIF Goldenrod | Green CO, WI | 50,400 | 15.52% |
| 27 | Splidenwort | Richard CO, WI | 11,880 | 3.65% |
| 28 | Culver's Root | Dane CO, WI | 71,280 | 22.17% |
| PERENNIALS | | | | |
| 29 | Leadplant | Columbia CO, WI | 40,005 | 12.28% |
| 30 | Wild Blue Yarrow | Columbia CO, WI | 40,005 | 12.28% |
| 31 | Purple Prairie Clover | Allamakee CO, IA | 81,875 | 25.14% |
| 32 | Common Top (Trifolium) | | 40,005 | 12.28% |

SHORT NATIVE PRAIRIE SEED MIX

- SHADE TREES (DECIDUOUS)**
- ARM Arbutus Red Maple
 - ABM American Bass Maple
 - AJM Autumn Fantasy Maple
 - GEM Green Mountain Sugar Maple
 - PNH Prairie Pride Huddleberry
 - JLH Jumbo Laminum
 - SWO Swamp White Oak

- ORNAMENTAL TREES (DECIDUOUS)**
- AFC Adams Flowering Crabapple
 - JTL Ivory Silk Japanese Tree Lilac

- PERENNIAL TREES**
- PW Fairview Upright Juniper upright
 - NS Norway Spruce
 - BHS Black Hills Spruce
 - EWP Douglas Spruce

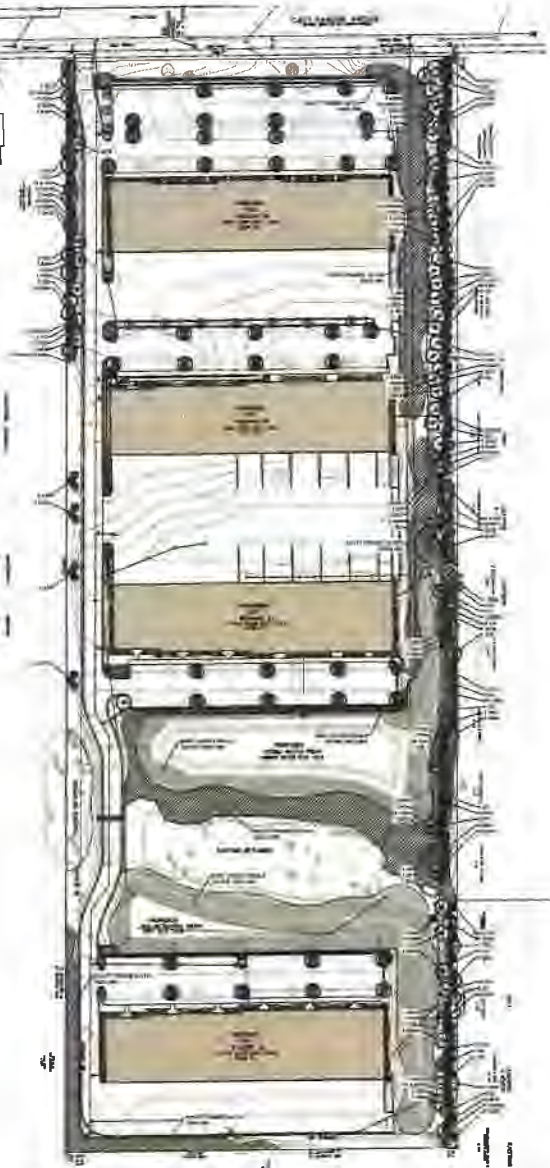
- SHRUBS**
- SJL Sea Green Juniper
 - HCJ Heidi's Compact Pfitzer Juniper
 - Bul Buffalo Juniper
 - FF Fountains of Gold

- DECIDUOUS SHRUBS**
- BRC Brilliant Red Chokeberry
 - CRD Cardinal Redwing Dogwood
 - HC Heide (Heide) Galenweiser
 - CW Common Witchhazel
 - IH Incrediball Hydrangea
 - BBH Bobo Hydrangea
 - QRI Quick Fire Hydrangea
 - UH Unique Hydrangea
 - GLS Glo Low Fragrance Spirea
 - PPSR Prairie Princess Spirea
 - TSS Tor Birchleaf Spirea
 - GFS Goldfinch Spirea
 - GMS Goldmound Spirea
 - NFS Neon Flash Spirea
 - ESV Fragrant Eromanga Viburnum
 - AMV Autumn Azar Arrowwood Viburnum
 - SWW Snow White Dogwood

- ORNAMENTAL GRASSES**
- AVS Avar (Avar) Fountain Grass
 - WVW Wavy Feather Grass
 - PDS Prairie Droop

- PERENNIALS**
- ML Midlight Rose Coralbells
 - PN Prairie Noddy
 - WLC Walker's Low Cabaret

PLANT ABBREVIATIONS



OVERALL LANDSCAPE PLAN
Scale: 1" = 80'0"
NORTH

HELLER & ASSOCIATES, LLC
LANDSCAPE ARCHITECTURE
P.O. Box 1359
Little Geneva, Wisconsin 53147-1359
ph 262.839.9133
david@hellerhell.com
www.hellerhell.com

PROJECT
RAWSON BUSINESS PARK

517 E. Rawson Ave.
Oak Creek, WI

ISSUANCE AND REVISIONS

| DATE | DESCRIPTION |
|---------|-------------|
| 8.21.23 | FIRST ISSUE |

SHEET TITLE
OVERALL LANDSCAPE PLAN

PROJECT MANAGER WDH
PROJECT NUMBER 23-057
DATE 08.21.23
SHEET NUMBER

L 1.0

- SHADE TREES (DECIDUOUS)**
- ABM Arctostaphylos Maple
 - AFM Autumn Fantasy Maple
 - SWO White Oak

- ORNAMENTAL TREES (DECIDUOUS)**
- JTL Ivory Silk Japanese Tree Lilac

- BHS Black Hills Spruce
- EWP Eastern White Pine

- EVERGREEN SHRUBS**
- SGJ Sea Green Juniper
 - NCJ Nick's Compact Pfitzer Juniper
 - Bul Buffalo Juniper

- HC Peking (Hedge) Coloneaster

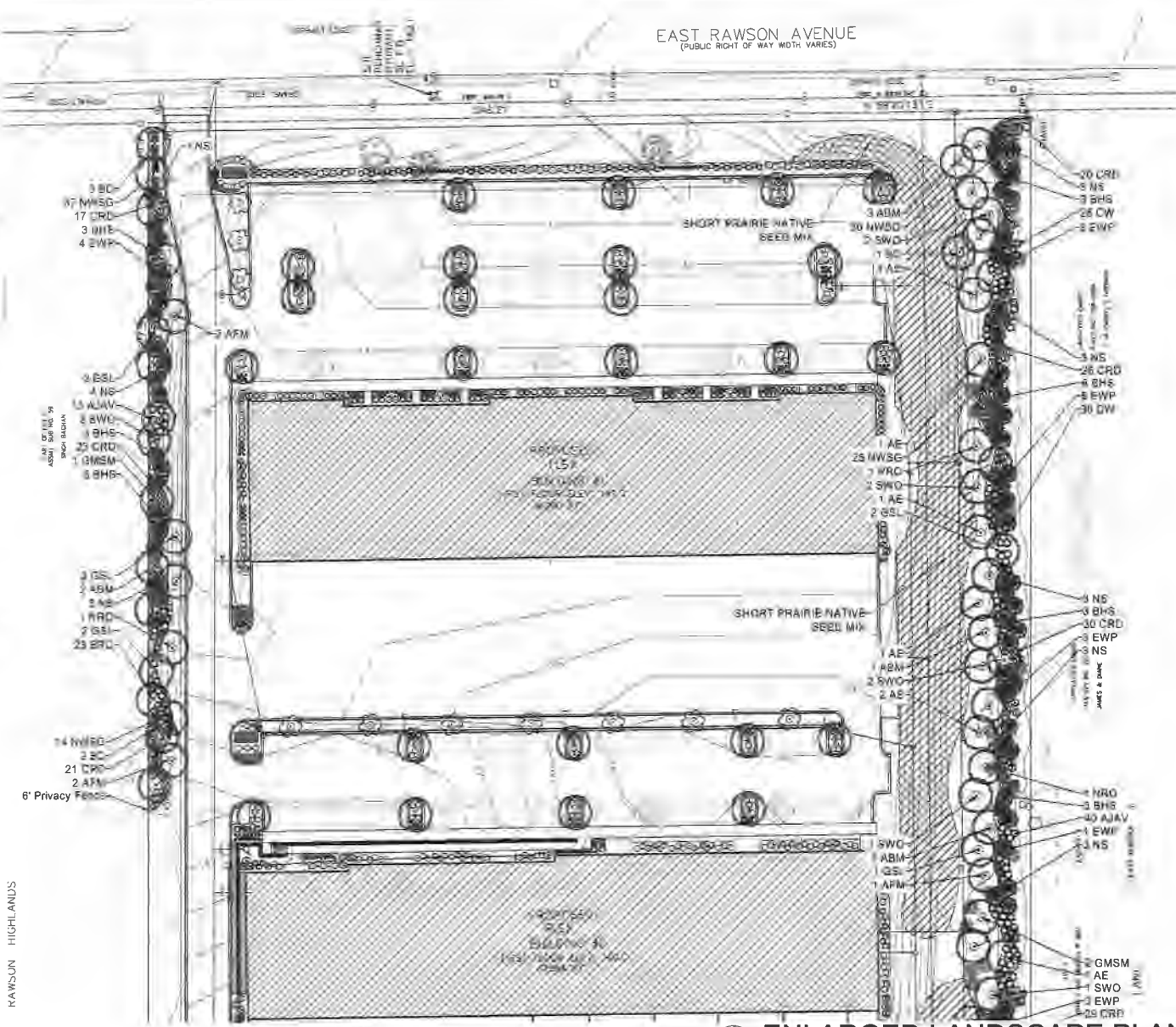
- BBH Bobo Hydrangea
- LH Hydra
- QRH Quaker Hydrangea
- UH Ux que Hydrangea
- GLS
- PPSA

- TBS Tor Birchleaf Spiraea
- GPS Goldflame Spiraea
- GMS Goldenrod Spiraea
- NFS Neon Flash Spiraea
- KSV Fragrant Kormansalce Viburnum
- AJAV Autumn Jazz Arrowwood Viburnum
- SBW Son c Bloom Weigela

- MRCS Midnight Rose Coralbelle
- PH Francae Hosta
- WLC Walker's Low Catmint

- HERBACEOUS PERENNIALS**
- MRCS Midnight Rose Coralbelle
 - PH Francae Hosta
 - WLC Walker's Low Catmint

PLANT ABBREVIATIONS



EAST RAWSON AVENUE
(PUBLIC RIGHT OF WAY WIDTH VARIES)

HELLER & ASSOCIATES, LLC
LANDSCAPE ARCHITECTS

P.O. Box 1359
Lake Geneva, Wisconsin 53147-1359
ph 262.639.9733
david@heller.com
www.heller.com

PROJECT

RAWSON BUSINESS PARK

517 E. Rawson Ave.
Oak Creek, WI

ISSUANCE AND REVISIONS

| DATE | DESCRIPTION |
|---------|-------------|
| 9/21/23 | FIRST ISSUE |

Information contained herein is based on survey information, field notes, and drawings to the extent shown.

SHEET TITLE

ENLARGED LANDSCAPE PLAN: NORTH PERIMETER

PROJECT ATTORNEY: WDH
PROJECT NUMBER: 23-057
DATE: 09/21/23
SHEET NUMBER:

ENLARGED LANDSCAPE PLAN

Scale: 1" = 10'0"

0 5 10 20

L 1.1

- SHADE TREES (DECIDUOUS)**
- ARM Armstrong Red Maple
 - ADM Autumn Blaze Maple
 - AFM Autumn Fantasy Maple
 - GMGM Green Mountain Sugar Maple
 - SWO Swamp White Oak

- ORNAMENTAL TREES (DECIDUOUS)**
- AFC Adams Flowering Crabapple
 - ITL Ivory Silk Japanese Tree Lilac

- EVERGREEN TREES**
- FVJ Fairview Upright Juniper (upright)
 - NS Norway Spruce
 - BHS Black Hills Spruce

- EVERGREEN SHRUBS**
- SGJ Sea Green Juniper
 - NCJ Nick's Compact Pfitzer Juniper
 - Bul Buffalo Juniper

- DECIDUOUS SHRUBS**
- BRC Brilliant Red Chokeberry
 - CRD Cardinal Redwing Dogwood
 - CW Common Witchhazel
 - WH Icebreed Hill Hydrangea
 - BH Bobo Hydrangea
 - LH Little Lime Hydrangea
 - QH Quick Fire Hydrangea
 - UH Unique Hydrangea
 - GLS Cool Low Fragrant Sumac
 - TBS Tor Birchleaf Spirea
 - GFS Goldflame Spirea
 - GME Goldmeadow Spirea
 - NFS Neon Flash Spirea
 - KSV Fragrant Korean Spice Viburnum

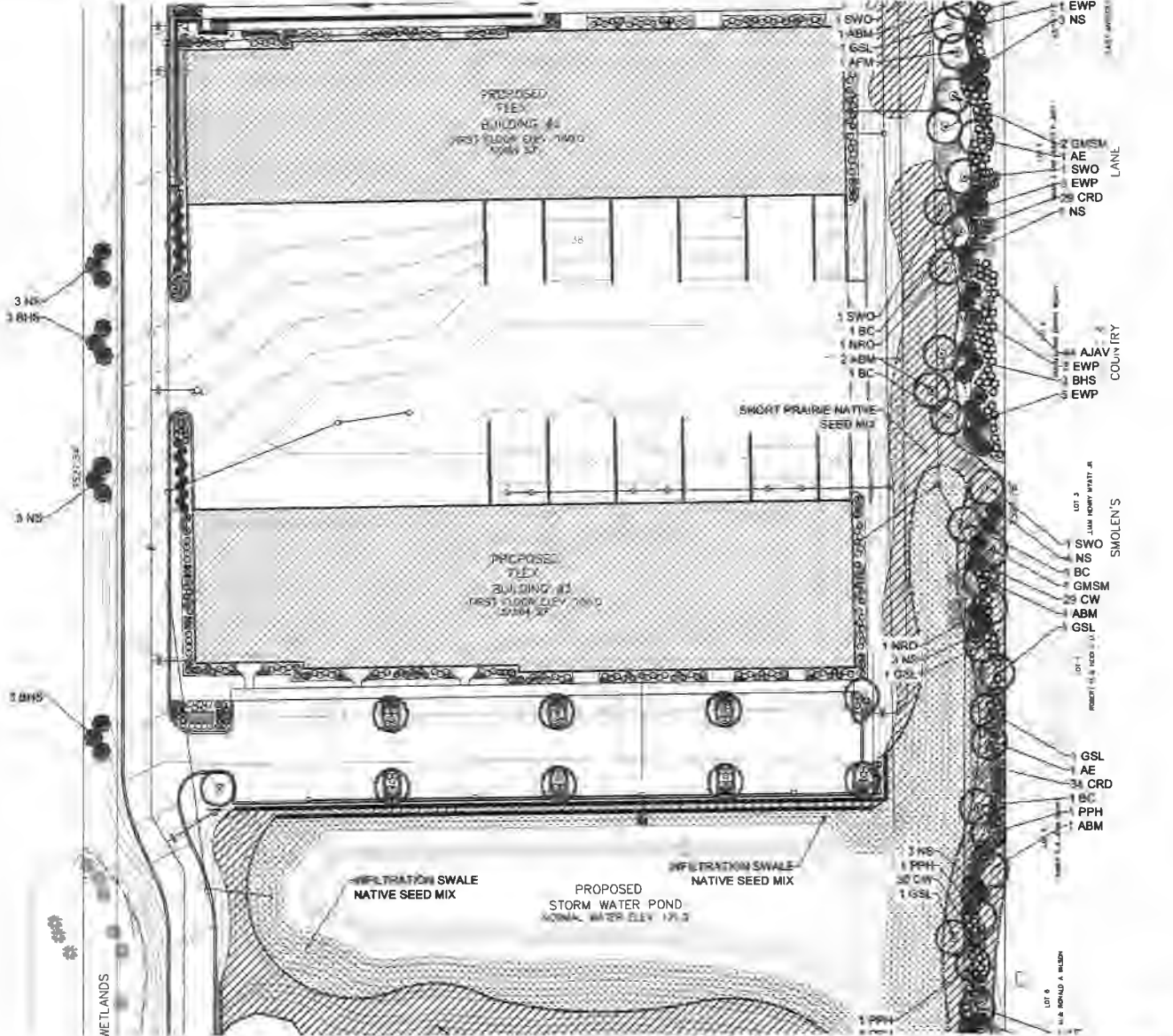
- ORNAMENTAL GRASSES**
- ABM Autumn Blaze Grass
 - BC Blue Cloud Grass
 - NS Neon Spine Grass
 - PPH Prairie Path Grass

- PLANT ABBREVIATIONS**
- MICB Midnight Rose Coralbells
 - FR Francee Hosta
 - WLC Walker's Low Catmint

RAWSON HIGHLANDS

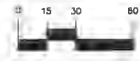
HIGHLANDS

RAWSON



ENLARGED LANDSCAPE PLAN

Scale: 1" = 30'0"



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 ph 262.638.0733
 david@heller.com
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PROJECT
RAWSON BUSINESS PARK

517 E. Rawson Ave.
 Oak Creek, WI

ISSUANCE AND REVISIONS

| DATE | DESCRIPTION |
|---------|-------------|
| 9.21.23 | FIRST ISSUE |

SHEET TITLE
ENLARGED LANDSCAPE PLAN: MID PERIMETER

| | |
|-----------------|----------|
| PROJECT MANAGER | WDH |
| PROJECT NUMBER | 23-057 |
| DATE | 09.21.23 |
| SHEET NUMBER | |

L 1.2

- SHADE TREES (DECIDUOUS)**
- ARM Arroyo Red Maple
 - AMM American Maple
 - AFM Autumn Fantasy Maple
 - SWO Swamp White Oak

- ORNAMENTAL TREES (DECIDUOUS)**
- JTL Ivory Silk Japanese Tree Lilac

- SHRUBS**
- FUJ Fairview Upright Juniper (upright)
 - NS Norway Spruce
 - BHS Black Hills Spruce
 - EWP Eastern White Pine

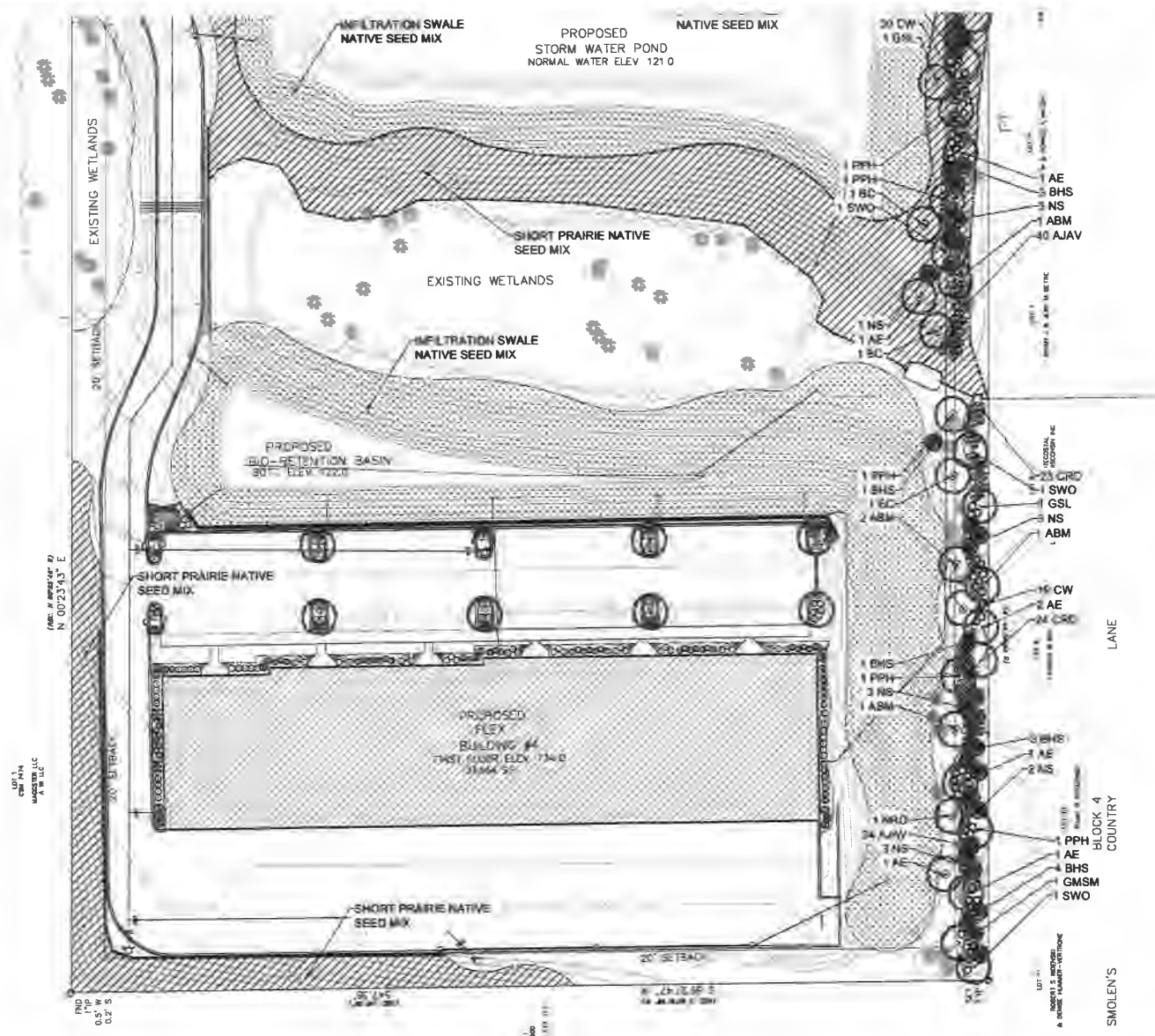
- EVERGREEN SHRUBS**
- SGJ Sea Green Juniper
 - NCJ Nick's Compact Pfitzer Juniper
 - Bul Buffalo Juniper
 - STV Thuja Green Giant

- PERENNIALS**
- BBH Bobo Hydrangea
 - LIH Little Lime Hydrangea
 - QFH Quick Fire Hydrangea
 - UH Unique Hydrangea
 - GSL Glimmer Spirea
 - PPSA Pink Pavement Series Rose
 - TBS Ter Birchleaf Spirea
 - GPS Goldflame Spirea
 - GMS Goldmeadow Spirea
 - NFS Neon Flash Spirea
 - KSV Fragrant Korean Spica Viburnum
 - AJAV Autumn Jazz Arrowwood Viburnum
 - SBW Sootic Bloom Weigela

- PERENNIALS**
- PDS Prairie Dropseed

- PERENNIALS**
- Happy Hebeas Olyflly
 - FR Franca Hosta

PLANT ABBREVIATIONS



ENLARGED LANDSCAPE PLAN

Scale: 1" = 30'0"



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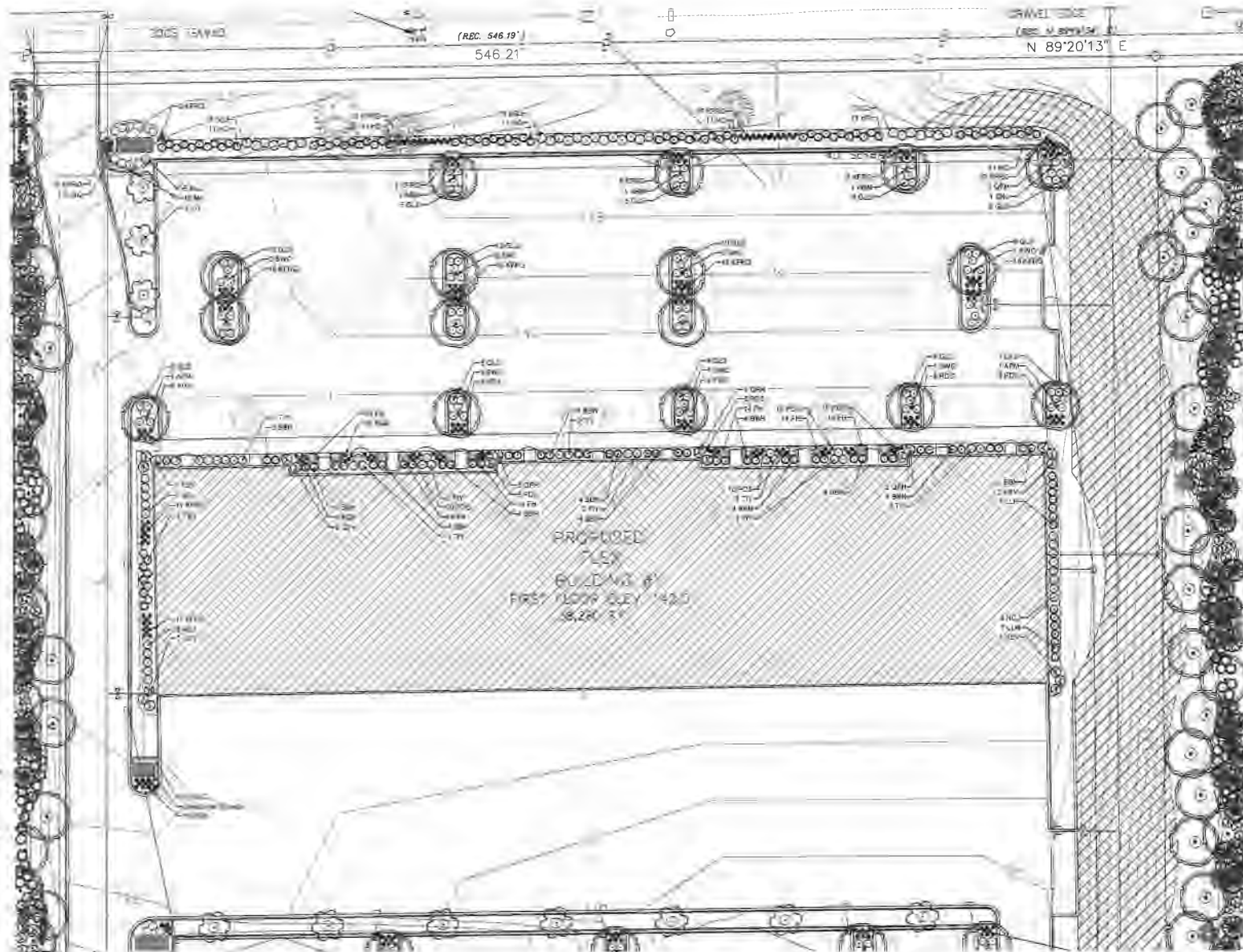
ISSUANCE AND REVISIONS

| DATE | DESCRIPTION |
|----------|-------------|
| 09.21.23 | FIRST ISSUE |

SHEET TITLE
ENLARGED LANDSCAPE PLAN: SOUTH PERIMETER

| | |
|-----------------|----------|
| PROJECT MANAGER | WDH |
| PROJECT NUMBER | 23-057 |
| DATE | 09.21.23 |
| SHEET NUMBER | |

L 13



- ORNAMENTAL TREES (DECIDUOUS)**
- ASC Adams Flowering Crabapple
 - JTL Ivory Silk Japanese Tree Lilac
- EVERGREEN TREES**
- FVJ Fairview Upright Juniper (upright)
 - NS Norway Spruce
 - BHS Black Hills Spruce
- EVERGREEN SHRUBS**
- SCI Sea Green Juniper
 - NCI Nick & Compact Pfitzer Juniper
 - Bul Buffalo Juniper
- DECIDUOUS SHRUBS**
- BBK Brilliant Red Chokeberry
 - CRD Cardinal Redwing Dogwood
 - HC Peking (Hedge) Coleonaster
 - CW Common Witchhazel
 - SHH Sobo Hydrangea
 - LLH Little Lime Hydrangea
 - QFH Quark Fire Hydrangea
 - UH Unique Hydrangea
 - GLS Gto Low Fragrant Sumac
 - TBS Tor Birchleaf Spirea
 - GFS Goldflame Spirea
 - GMB Goldmound Spirea
 - NVS Neen Flash Spirea
 - ASV Fragrant Koreanspice Viburnum
 - WV White Flowering Viburnum
 - WV White Flowering Viburnum
- PLANT ABBREVIATIONS**
- MRCB Mountht Rose Coralbells

PLANT ABBREVIATIONS



ENLARGED LANDSCAPE PLAN

Scale: 1" = 20'0"



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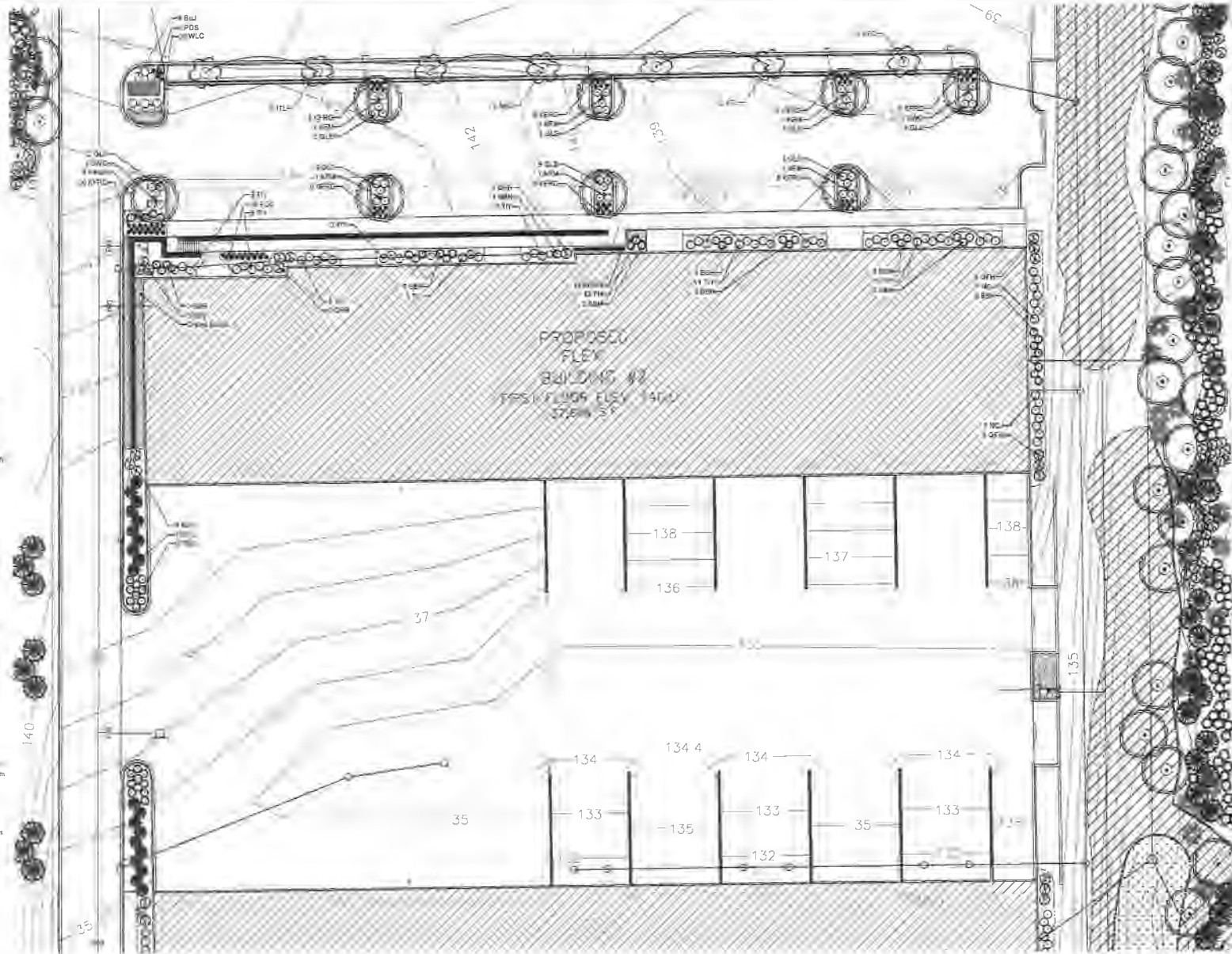
ISSUANCE AND REVISIONS

| DATE | DESCRIPTION |
|---------|-------------|
| 9.21.23 | FIRST ISSUE |

SHEET TITLE
ENLARGED LANDSCAPE PLAN: BUILDING 1

PROJECT MANAGER WDH
PROJECT NUMBER 23-057
DATE 09.21.23
SHEET NUMBER

L 1.4



- SHADE TREES (DECIDUOUS)**
- ARM Armstrong Red Maple
 - A3M Autumn Blaze Maple
 - AFM Autumn Fantasy Maple
 - GMSM Green Mountain Sugar Maple
 - SWO Swamp White Oak

- ORNAMENTAL TREES (DECIDUOUS)**
- EC
 - TC

- EVERGREEN TREES**
- NOR Norway Spruce
 - BS Black Hills Spruce
 - EW Eastern White Pine

- EVERGREEN SHRUBS**
- SGJ Sea Green Juniper
 - NCJ Nick's Compact Pillar Juniper
 - BUJ Buffalo Juniper

- HYDRANGEAS**
- HC Peking (Hedge) Cotoneaster
 - IN Incredible Hydrangea
 - BSH Bobo Hydrangea
 - LLH Little Lime Hydrangea
 - QFH Quince Fire Hydrangea

- SPINES**
- PPSR Pink Pavement Series Rose
 - TBS Tor Birchleaf Spirea
 - QFS Goldflame Spirea
 - GMSS Goldmound Spirea

- VIBURNUM**
- AJAV Autumn Jazz Arrowwood Viburnum
 - SBW Sorbus Bloom Weigela

- GRASSES**
- KFRG Karl Foerster Feather Reed Grass
 - PDS Prairie Dropseed

- HERBACEOUS PERENNIALS**
- MA Millenium Allium
 - HBD Hoop Nettle Daylily
 - RAD Royal Returns Daylily
 - MARCB Midnight Rose Coralbells
 - PH Frances Hoxa

PLANT ABBREVIATIONS

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PROJECT
RAWSON BUSINESS PARK
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 Oak Creek, WI

ISSUANCE AND REVISIONS

| DATE | DESCRIPTION |
|---------|-------------|
| 9/21/23 | FIRST ISSUE |

SHEET TITLE
ENLARGED LANDSCAPE PLAN: BUILDING 2

| | |
|-----------------|----------|
| PROJECT MANAGER | WDH |
| PROJECT NUMBER | 23-057 |
| DATE | 09/21/23 |
| SHEET NUMBER | |

L 1.5

ENLARGED LANDSCAPE PLAN
 Scale: 1" = 20'
 NORTH



- SHADE TREES (DECIDUOUS)**
- ARM Amstrong Red Maple
 - ABM Autumn Blaze Maple
 - WAL White Birch
 - SWO Swamp White Oak

- ORNAMENTAL TREES (DECIDUOUS)**
- WAL White Birch
 - SWO Swamp White Oak

- ORNAMENTAL TREES (CONIFER)**
- NS Norway Spruce
 - BHS Black Hills Spruce
 - EWV Eastern White Pine

- ORNAMENTAL TREES (DECIDUOUS)**
- SGJ Sea Green Juniper
 - BUL Buffalo Juniper
 - TYT Taunton Intermediate Yew

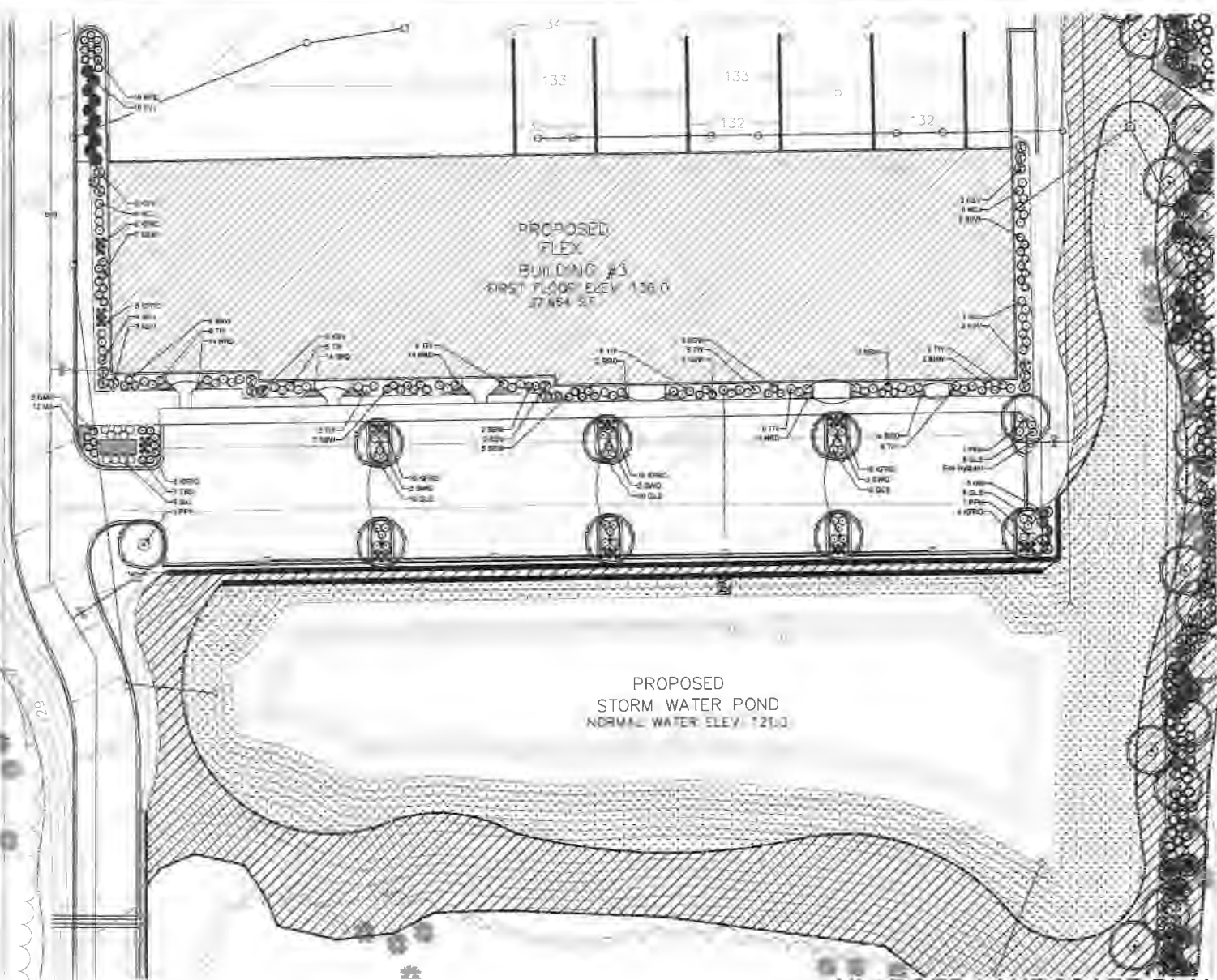
- WETLAND VEGETATION**
- IN Incredible Hydrangea
 - BHJ Bubble Hydrangea
 - PSR Pink Panicle Series Rose
 - TBS Top Birchleaf Spirea
 - GFS Goldflame Spirea
 - NFS Nana Fish Spirea
 - NSV Fragrant Torianopica Viburnum
 - SBW Sonic Bloom Weigela

- ORNAMENTAL GRASSES**
- KFRG Karl Foerster Feather Reed Grass
 - PDS Prairie Dropseed

- HERBACEOUS PERENNIALS**
- MA Mallemium Album
 - HRD Happy Returns Daylily
 - RRO Rony Returns Daylily
 - MPCB Midnight Rose Coralbell
 - PH Frances Hoza
 - WLC Walker's Low Catmint

PLANT ABBREVIATIONS

EXISTING WETLANDS



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PROJECT
RAWSON BUSINESS PARK

517 E. Rawson Ave.
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ISSUANCE AND REVISIONS

| DATE | DESCRIPTION |
|---------|-------------|
| 9.21.23 | FIRST ISSUE |

SHEET TITLE
ENLARGED LANDSCAPE PLAN: BUILDING 3

| | |
|-----------------|----------|
| PROJECT MANAGER | WDH |
| PROJECT NUMBER | 23-057 |
| DATE | 09.21.23 |
| SHEET NUMBER | |

L 1.6

ENLARGED LANDSCAPE PLAN
 Scale: 1" = 20'0"



Contractor to verify all plant quantities on Plan & Material List and landscape planting symbols and report any discrepancies to Landscape Architect or Owner.

1. Landscaping Contractor to coordinate with General Contractor to ensure all planting areas are marked prior to excavation or planting.

2. Any potential plant substitutions must be approved by Landscape Architect or Owner. All plants must be installed as per areas indicated on Plan & Material Schedule, unless approved by Landscape Architect. Any changes to what shown on plan must be submitted in writing to the Landscape Architect prior to installation.

3. General Contractor to provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants. The Contractor shall provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants. The Contractor shall provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants.

4. General Contractor to provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants. The Contractor shall provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants.

5. General Contractor to provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants. The Contractor shall provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants.

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10. Edging: All planting beds shall be edged with a 4" deep square edge using a flat landscape's grade or a mechanical edge. Bedlines are to be cut crisp enough to see grain. A clear drainage between landscape beds and lawn is required. Faced mullen against lawn edge to hold in place.

11. Plant bed preparation/Amendment composition: All perennial beds (Soil Amendment) amendments prior to installation. Rate all the depth of approximately 8"-10" (Cultivated and backfilled & bulleped)

1/4 CY Peat Moss or Mulch/soil Compost
 1/4 CY Blend of peat/mulch/soil
 1/4 CY composted manure

2. Use Starter Fertilizer

3. General Contractor to provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants. The Contractor shall provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants.

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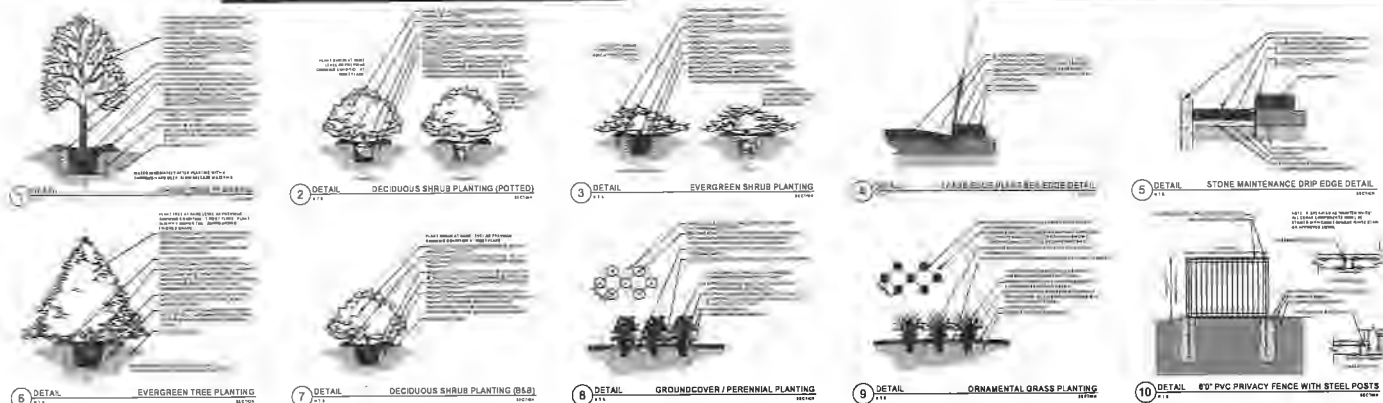
12. General Contractor to provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants. The Contractor shall provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants.

13. General Contractor to provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants. The Contractor shall provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants.

14. The Landscape Contractor shall be responsible for the successful establishment of the plants. The Contractor shall provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants. The Contractor shall provide all necessary site preparation, including grading, drainage, and irrigation, as required for the successful establishment of the plants.

15. Project Completion: Landscape Contractor is responsible to conduct a final review of the project, upon completion, with the Landscape Architect, Owner, or Owner / Client Representative, and the General Contractor to answer questions, provide written care instructions for new plantings and lawn, and insure that all specifications have been met.

LANDSCAPE GENERAL NOTES



PLANTING & HARDSCAPE DETAILS

| PLANT | QUANTITY | PLANT NAME | PLANT SIZE | PLANT TYPE | PLANT SPECIES | PLANT NOTES |
|-------|----------|-----------------|------------|------------|---------------|-------------|
| 100 | 10 | Red Maple | 12\"/> | | | |
| 101 | 20 | White Birch | 12\"/> | | | |
| 102 | 30 | Black Locust | 12\"/> | | | |
| 103 | 40 | Green Ash | 12\"/> | | | |
| 104 | 50 | Red Oak | 12\"/> | | | |
| 105 | 60 | White Oak | 12\"/> | | | |
| 106 | 70 | Black Oak | 12\"/> | | | |
| 107 | 80 | Red Pine | 12\"/> | | | |
| 108 | 90 | White Pine | 12\"/> | | | |
| 109 | 100 | Black Pine | 12\"/> | | | |
| 110 | 110 | Red Spruce | 12\"/> | | | |
| 111 | 120 | White Spruce | 12\"/> | | | |
| 112 | 130 | Black Spruce | 12\"/> | | | |
| 113 | 140 | Red Fir | 12\"/> | | | |
| 114 | 150 | White Fir | 12\"/> | | | |
| 115 | 160 | Black Fir | 12\"/> | | | |
| 116 | 170 | Red Cedar | 12\"/> | | | |
| 117 | 180 | White Cedar | 12\"/> | | | |
| 118 | 190 | Black Cedar | 12\"/> | | | |
| 119 | 200 | Red Juniper | 12\"/> | | | |
| 120 | 210 | White Juniper | 12\"/> | | | |
| 121 | 220 | Black Juniper | 12\"/> | | | |
| 122 | 230 | Red Cypress | 12\"/> | | | |
| 123 | 240 | White Cypress | 12\"/> | | | |
| 124 | 250 | Black Cypress | 12\"/> | | | |
| 125 | 260 | Red Palm | 12\"/> | | | |
| 126 | 270 | White Palm | 12\"/> | | | |
| 127 | 280 | Black Palm | 12\"/> | | | |
| 128 | 290 | Red Yucca | 12\"/> | | | |
| 129 | 300 | White Yucca | 12\"/> | | | |
| 130 | 310 | Black Yucca | 12\"/> | | | |
| 131 | 320 | Red Agave | 12\"/> | | | |
| 132 | 330 | White Agave | 12\"/> | | | |
| 133 | 340 | Black Agave | 12\"/> | | | |
| 134 | 350 | Red Cactus | 12\"/> | | | |
| 135 | 360 | White Cactus | 12\"/> | | | |
| 136 | 370 | Black Cactus | 12\"/> | | | |
| 137 | 380 | Red Succulent | 12\"/> | | | |
| 138 | 390 | White Succulent | 12\"/> | | | |
| 139 | 400 | Black Succulent | 12\"/> | | | |
| 140 | 410 | Red Fern | 12\"/> | | | |
| 141 | 420 | White Fern | 12\"/> | | | |
| 142 | 430 | Black Fern | 12\"/> | | | |
| 143 | 440 | Red Moss | 12\"/> | | | |
| 144 | 450 | White Moss | 12\"/> | | | |
| 145 | 460 | Black Moss | 12\"/> | | | |
| 146 | 470 | Red Lichen | 12\"/> | | | |
| 147 | 480 | White Lichen | 12\"/> | | | |
| 148 | 490 | Black Lichen | 12\"/> | | | |
| 149 | 500 | Red Algae | 12\"/> | | | |
| 150 | 510 | White Algae | 12\"/> | | | |
| 151 | 520 | Black Algae | 12\"/> | | | |
| 152 | 530 | Red Mushroom | 12\"/> | | | |
| 153 | 540 | White Mushroom | 12\"/> | | | |
| 154 | 550 | Black Mushroom | 12\"/> | | | |
| 155 | 560 | Red Spore | 12\"/> | | | |
| 156 | 570 | White Spore | 12\"/> | | | |
| 157 | 580 | Black Spore | 12\"/> | | | |
| 158 | 590 | Red Pollen | 12\"/> | | | |
| 159 | 600 | White Pollen | 12\"/> | | | |
| 160 | 610 | Black Pollen | 12\"/> | | | |
| 161 | 620 | Red Seed | 12\"/> | | | |
| 162 | 630 | White Seed | 12\"/> | | | |
| 163 | 640 | Black Seed | 12\"/> | | | |
| 164 | 650 | Red Fruit | 12\"/> | | | |
| 165 | 660 | White Fruit | 12\"/> | | | |
| 166 | 670 | Black Fruit | 12\"/> | | | |
| 167 | 680 | Red Bark | 12\"/> | | | |
| 168 | 690 | White Bark | 12\"/> | | | |
| 169 | 700 | Black Bark | 12\"/> | | | |
| 170 | 710 | Red Sap | 12\"/> | | | |
| 171 | 720 | White Sap | 12\"/> | | | |
| 172 | 730 | Black Sap | 12\"/> | | | |
| 173 | 740 | Red Resin | 12\"/> | | | |
| 174 | 750 | White Resin | 12\"/> | | | |
| 175 | 760 | Black Resin | 12\"/> | | | |
| 176 | 770 | Red Gum | 12\"/> | | | |
| 177 | 780 | White Gum | 12\"/> | | | |
| 178 | 790 | Black Gum | 12\"/> | | | |
| 179 | 800 | Red Latex | 12\"/> | | | |
| 180 | 810 | White Latex | 12\"/> | | | |
| 181 | 820 | Black Latex | 12\"/> | | | |
| 182 | 830 | Red Juice | 12\"/> | | | |
| 183 | 840 | White Juice | 12\"/> | | | |
| 184 | 850 | Black Juice | 12\"/> | | | |
| 185 | 860 | Red Oil | 12\"/> | | | |
| 186 | 870 | White Oil | 12\"/> | | | |
| 187 | 880 | Black Oil | 12\"/> | | | |
| 188 | 890 | Red Wax | 12\"/> | | | |
| 189 | 900 | White Wax | 12\"/> | | | |
| 190 | 910 | Black Wax | 12\"/> | | | |
| 191 | 920 | Red Resin | 12\"/> | | | |
| 192 | 930 | White Resin | 12\"/> | | | |
| 193 | 940 | Black Resin | 12\"/> | | | |
| 194 | 950 | Red Gum | 12\"/> | | | |
| 195 | 960 | White Gum | 12\"/> | | | |
| 196 | 970 | Black Gum | 12\"/> | | | |
| 197 | 980 | Red Latex | 12\"/> | | | |
| 198 | 990 | White Latex | 12\"/> | | | |
| 199 | 1000 | Black Latex | 12\"/> | | | |

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PROJECT
RAWSON BUSINESS PARK
 517 E. Rawson Ave.
 Oak Creek, WI

REVISIONS AND REVISIONS

| DATE | DESCRIPTION |
|----------|-------------|
| 08/21/23 | FIRST ISSUE |

Before plan is issued it is to be read in conjunction with survey information, field notes, and all other data to be provided to the contractor.

SHEET TITLE
LANDSCAPE DETAILS, NOTES & SCHEDULES

PROJECT MANAGER WJM
PROJECT NUMBER 23-057
DATE 09/21/23
SHEET NUMBER

L 1.8

§ 17.0703. Standards for review.

Approval of development through the use of a planned unit development, including modifications to conventional zoning and subdivision regulations, is a privilege and will be considered by the City only in direct response to the accrual of tangible benefits from the planned development to the City or the neighborhood in which it would be located. These benefits shall be in the form of exceptional amenities, outstanding environmental, landscape, architectural or site design, or the conservation of special man-made or natural features of the site. In reviewing an application for a planned development, the Plan Commission and/or the Common Council, as the case may be, shall be required to make certain findings based on the following standards:

- (a) Required findings. No application for a planned development shall be approved unless all the following findings are made about the proposal:
 - (1) Comprehensive plan. The planned development shall be consistent with the goals, objectives, and policies set forth in the Comprehensive Plan.
 - (2) Public welfare. The planned development shall be so designed, located, and proposed to be operated and maintained that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare.
 - (3) Impact on public facilities and resources. The planned development shall be so designed that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve it. The planned development shall include such impact fees as may be reasonably determined by the Common Council. These required impact donations shall be calculated in reasonable proportion to impact of the planned development on public facilities and infrastructure.
 - (4) Archaeological, historical or cultural impact. The planned development shall not substantially adversely impact an archaeological, historical, or cultural resource, included on the state or federal register, located on or off the parcel(s) proposed for development.
 - (5) Parking and traffic. The planned development shall have or make adequate provision to provide necessary parking and ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets and provides adequate access for emergency vehicles.
 - (6) Adequate buffering. The planned development shall have adequate landscaping, public open space, and other buffering features to protect uses within the development and surrounding properties.
- (b) Modification standards. In addition to the findings required above, the following standards shall be utilized in considering applications for modifications of the conventional zoning and subdivision regulations for a planned development. These standards shall not be regarded as inflexible but shall be used as a framework by the City to test the quality of the amenities, benefits to the community, and design and desirability of the proposal.

- (1) Integrated design. A planned development shall be laid out and developed as a unit in accordance with an integrated overall design. This design shall provide for safe, efficient, convenient, and harmonious grouping of structures, uses and facilities, and for appropriate relation of space inside and outside buildings to intended uses and structural features.
- (2) Beneficial common open space. Any common open space in the planned development beyond the minimum 30% required shall be integrated into the overall design. Such spaces shall have a direct functional or visual relationship to the main building(s) and not be of isolated or leftover character. The following would not be considered usable common open space:
 - a. Areas reserved for the exclusive use or benefit of an individual tenant or owner.
 - b. Dedicated streets, alleys, and other public rights-of-way.
 - c. Vehicular drives, parking, loading and storage area.
 - d. Irregular or unusable narrow strips of land less than 15 feet wide.
- (3) Location of taller buildings. Taller buildings shall be located within the planned development in such a way as to dissipate any material adverse impact on adjoining lower buildings within the development or on surrounding properties and shall not unreasonably invade the privacy of occupants of such lower buildings.
- (4) Functional and mechanical features. Exposed storage areas, trash and garbage retainers, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures shall be accounted for in the design of the planned development and made as unobtrusive as possible. They shall be subject to such setbacks, special planting or other screening methods as shall reasonably be required to prevent their being incongruous with the existing or contemplated environment and the surrounding properties.
- (5) Visual and acoustical privacy. The planned development shall provide reasonable visual, and acoustical privacy for each dwelling unit, tenant space, and adjacent property. Fences, insulations, walks, barriers, and landscaping shall be used as appropriate for the protection and aesthetic enhancement of property and the privacy of its occupants, screening of objectionable view or uses, and reduction of noises.
- (6) Energy efficient design. A planned development shall be designed with consideration given to various methods of site design and building location, architectural design of individual structures, and landscaping design capable of reducing energy consumption within the planned development.
- (7) Landscape conservation and visual enhancement. The existing landscape and trees in a planned development shall be conserved and enhanced, as feasible,

by minimizing tree and soil removal, and the conservation of special landscape features such as streams, ponds, groves, and landforms. The addition or use of larger trees, shrubs, flowers, fountains, ponds, special paving amenities will be encouraged to the extent of their appropriateness and usefulness to the planned development and the likelihood of their continued maintenance.

- (8) Drives, parking and circulation. Principal vehicular access shall be from dedicated public streets, and access points shall be designed to encourage smooth traffic flow with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. With respect to vehicular and pedestrian circulation, including walkways, interior drives and parking, special attention shall be given to location and limiting the number of access points to the public streets through the use of cross access connections, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, adequate provision for service by emergency vehicles, and arrangement of parking areas that are safe and convenient, and insofar as feasible, do not detract from the design of proposed buildings and structures and the neighboring properties.
- (9) Surface water drainage. Special attention shall be given to proper site surface drainage so that removal of surface waters will not adversely impact neighboring properties or the public storm drainage system. Surface water in all paved areas shall be collected at intervals so that it will not obstruct the flow of vehicular or pedestrian traffic.

**City of Oak Creek – Planned Unit Development (PUD)
DRAFT Conditions and Restrictions**

Applicant: St. John Properties, Inc.
517 E. Rawson Ave, LLC

Approved by Plan Commission: 11-14-23

Property Address(es): 517 E. Rawson Ave.

Approved by Common Council: TBD
(Ord. 3090)

Tax Key Number(s): 766-9012-000

1. LEGAL DESCRIPTION

C.S.M. NO. 631 PARCELS 1 & 2

NW 1/4 SEC 9-5-22 (19.194 AC.)

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 Planned Unit Development shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building permits for each phase. This plan shall be in substantial conformance with the adopted General Development Plan (see Exhibit A) and show and describe the following:

1) General Development Plan

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion/phases
- c) Area(s) to be paved
- d) Access drive(s) (width and location)
- e) Sidewalk location(s)
- f) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number & type(s) of buildings/structures
 - iii) Number of all parking spaces
 - iv) Dimensions
 - v) Setbacks & buffers
- g) Location(s) of loading berth(s)
- h) Location of sanitary sewer (existing & proposed)
- i) Location of water (existing & proposed)
- j) Location of storm sewer (existing & proposed)
- k) Location(s) of wetlands (field verified)
- l) Location(s) and details of sign(s)
- m) Location(s) and details of proposed fences/gates

2) Landscape Plan

- a) Screening plan, including parking lot screening/berming & buffer areas
- b) Number, initial & mature sizes, and types of plantings; tree inventory & retention/replacement plan
- 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
- a) Mounting heights
- b) Types & color of poles
- c) Photometrics of proposed fixtures

5) Grading, Drainage and Stormwater Management Plan

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins/green infrastructure (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 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. All future land divisions shall follow subdivision plat, and/or condominium plat, and/or certified survey map procedures. If required by the Common Council, a development agreement shall be completed between the owner and the City prior to approval of said land division document to ensure the construction/installation of public improvements required in these Conditions and Restrictions, Chapter 14 (as amended), and all other applicable Sections of the Municipal Code (as amended).
- H. A tree preservation and removal plan with pre-development inventory shall be submitted to the Plan Commission for approval in conformance with the requirements of Sec. 17.0505(d) (as amended).
- I. A Master Landscaping Plan for the overall development shall be submitted to the Plan Commission for approval prior to the review of and permit issuance for any project within the Planned Unit Development. For each stage of development, detailed landscaping plans in conformance with the requirements of Sec. 17.0501 and Sec. 17.0505 (as amended) shall be submitted to the Plan Commission for approval prior to the issuance of a building permit. Landscaping, in accordance with the approved plan, shall be installed for each phase prior to the issuance of occupancy permits for that phase.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses within this planned unit development shall be limited to those permitted in the Lm-1, Light Manufacturing zoning district in addition to general retail and general service uses not exceeding 50,000 square feet in area. Conditional Uses shall be limited to those allowable within the Lm-1, Light Manufacturing zoning district in accordance with Section 17.0804(e) of the Municipal Code (as amended).
- B. There shall be a maximum of four (4) multi-unit flex manufacturing buildings
- C. There shall be no outdoor storage, rental, or sale of equipment, merchandise, parts, supplies, vehicles, or any other materials on the property.
- D. All parking areas shall be striped, screened, and landscaped in conformance with approved site plans and Sec. 17.0505 of the Municipal Code (as amended).
- E. Drive aisles for the facility shall be designed in conformance with Sec. 17.0414(g) of the Municipal Code (as amended).
- F. Exterior building materials shall be consistent with Section 17.0511 of the Municipal Code.
- G. All development, building, and individual tenant signage shall be subject to the regulations set forth

in Article VI of the Municipal Code as part of a Planned Sign Program to be approved by the Plan Commission as required in Section 17.0609 of the Municipal Code.

- H. Maintenance, including reconstruction, of private roadways and sidewalks (if provided) within this development shall be the responsibility of the property owner(s).
- I. The number, size, location and screening of appropriate solid waste collection units shall be in conformance with plans approved by the Plan Commission.
- J. All solid waste and recycling shall be the responsibility of the property owner. Collection units shall be screened and sited in conformance with Municipal Code requirements.
- K. 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. The location and design of roadway access to East Rawson Avenue (CTH BB) shall be approved by Milwaukee County prior to the issuance of building permits. Copies of all access approvals shall be provided to the City prior to submission of permit applications.
- B. The location and design of the private north/south interior roadway as depicted on the general development plan must be approved by the Plan Commission, upon recommendation of the City Engineer, and may be required to allow for future modification to a public street to provide access to the properties to the west at the point that they develop.
- C. The number, design and location of off-street parking and loading for this planned unit development shall meet the standards of Sections 17.0501 and 17.0502 of the Municipal Code.

5. LANDSCAPING

- A. A tree preservation and replacement plan with pre-development inventory shall be submitted to the Plan Commission for approval in conformance with the requirements of Sec. 17.0505(d) (as amended).
- B. A Master Landscaping Plan for the overall Planned Unit Development shall be submitted to the Plan Commission for approval prior to the review of and permit issuance for any project within the Planned Unit Development.
- C. Minimum transition areas and design standards, in accordance with Section 17.0505(b)(4) (as amended), shall be incorporated into the overall landscaping plan and detailed landscaping plans for each phase of the planned unit development.
- D. Detailed landscaping plans for each phase of the development shall be approved by the Plan Commission, or their designee, prior to the issuance of building permits for that phase.
- E. Landscaping shall be installed for each phase prior to the issuance of occupancy permits for that phase in accordance with City policy, except that the landscaping of the area between this planned unit development and the residential subdivision to its east shall be installed in its entirety prior to occupancy of the first phase.

6. LIGHTING

- A. All plans for 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, with the exception of architectural accent wash lighting, garden/pathway lighting, and well lighting, shall be full cutoff fixtures with the light source fully shielded and directed downward.
- C. The color temperature of the parking lot fixtures shall be limited to a maximum of 3,500 Kelvins.
- D. Architectural accent wash lighting and well lighting, including wall-mounted lighting and ground-mounted lighting located within three feet of a building/structure, shall be integrated with the architectural character of the building/structure and shall use low-luminosity lamps, with 2,000 source lumens or less. The illumination on any vertical surface shall not exceed 0.5 maintained footcandle and shall not spill over roof lines or building edges.
- E. Building mounted lighting shall not be mounted higher than the highest point of the building.

7. IMPACT FEES

Buildings constructed as part of this Planned Unit Development shall be subject to the collection of impact fees as required by Section 3.40 of the Municipal Code (as amended).

8. BULK AND DIMENSIONAL REQUIREMENTS, SETBACKS

| Lot Standards (Minimum) | |
|---|------------------|
| Lot Area | 1 acre |
| Lot Width | 150 ft |
| Yard Setbacks (Minimum) (1) | |
| Front (north) | 25 ft |
| Side (east) (2) | 80 ft |
| Side (west) | 15 ft |
| Rear (south) | 25 ft |
| Building Standards (Maximum) | |
| Height | 35 ft |
| Building Coverage | 50% |
| Lot Coverage (maximum) | 70% |
| Parking | |
| Transition areas | See Sec. 17.0505 |
| Signs | |
| Property Lines (all) | 10 ft |
| Rights-of-way (all) | 10 ft |
| Utility Easements | 10 ft |
| Notes: | |
| (1) Setbacks from wetlands shall be a minimum of fifteen (15) feet with a five (5) foot undisturbed buffer. | |
| (2) No structure or parking and loading area shall be located closer than 80 ft to a single-family district line. | |

9. TIME OF COMPLIANCE

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

10. 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.

11. VIOLATIONS & PENALTIES

Any violations of the terms of this Planned Unit Development shall be subject to enforcement and the issuance of citations in accordance with Section 17.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Planned Unit Development 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 Planned Unit Development, subject to the provisions of paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Planned Unit Development or to seek an injunction regarding any violation of this Planned Unit Development or any other City ordinances

12. REVOCACTION

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 Planned Unit Development approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Planned Unit Development as set forth in Section 17.1007 of the Municipal Code (as amended).

13. ACKNOWLEDGEMENT

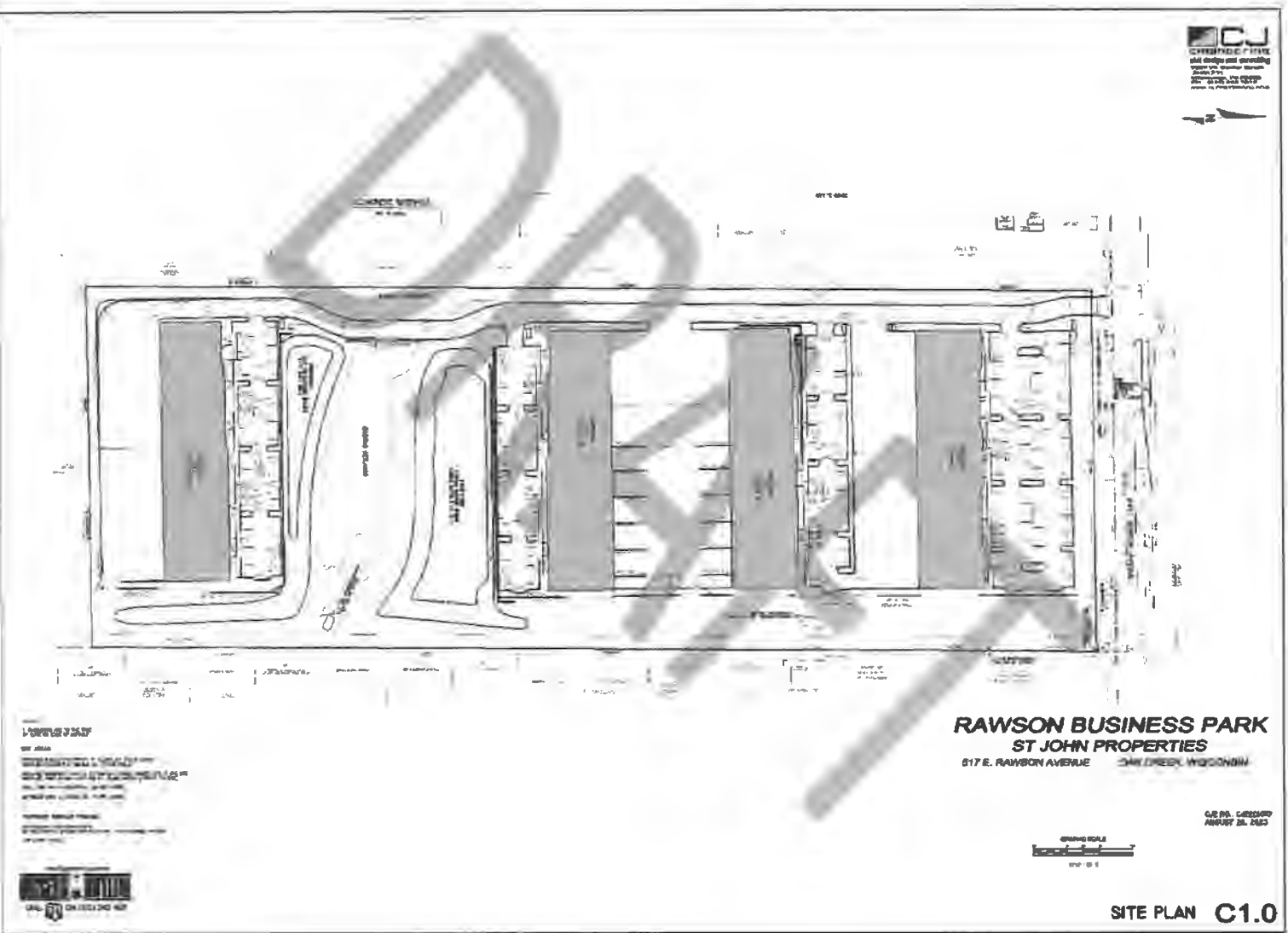
The approval and execution of these conditions and restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these conditions and restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their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

Owner / Authorized Representative Signature

Date

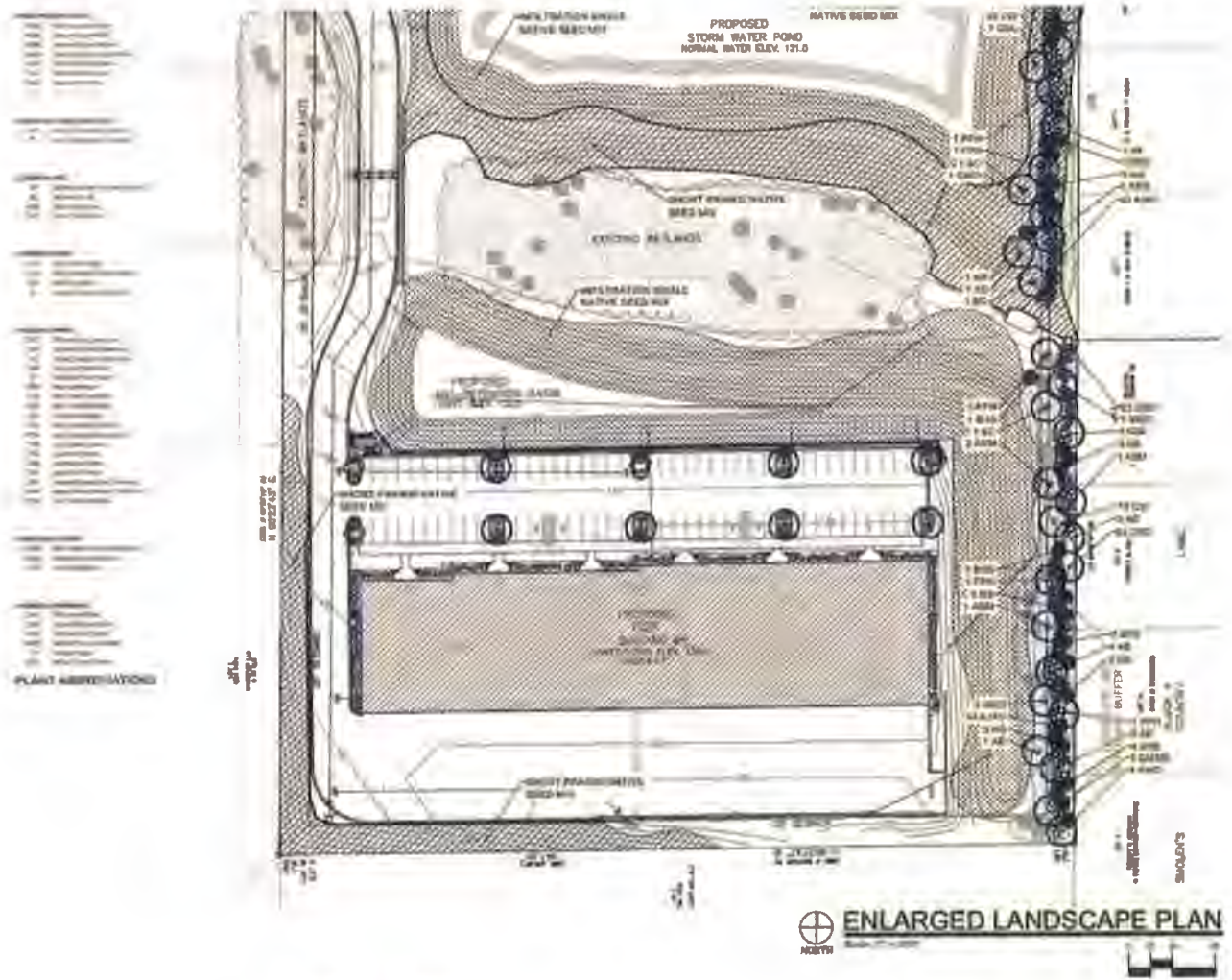
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**EXHIBIT A:
GENERAL DEVELOPMENT PLAN¹**



¹ (For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

EXHIBIT A: GENERAL DEVELOPMENT PLAN⁴ South Detail



⁴ (For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, OCTOBER 24, 2023**

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

**REZONE / PLANNED UNIT DEVELOPMENT
JASON ATKIELSKI, ST. JOHN PROPERTIES, INC.
517 E. RAWSON AVE.
TAX KEY NO. 766-9012-000**

Senior Planner Papelbon provided an overview of the request to rezone to and establish a Planned Unit Development on the property at 517 E. Rawson Ave. (See staff report for details).

Jason Atkielski, 2000 Pewaukee Rd., Waukesha WI, 53188, the applicant, stated the Lm-1 district, with a few other considerations, would work well of the property.

Mike Piechowski, 251 E. Rawson Ave.:

"I live right across the street from the St. John's at 140 Rawson Avenue and I do have some concerns. One of the things that you need to take into consideration is you are dropping this business right in the middle of homeowners. If you look at the zone - where the homes but-up against, right here, you got at least 14 homes that are going to be (inaudible) right on the lot line of this - these businesses. I can tell you this, I live across the street from this business, and it does affect how your living space is and there is a lot of noise that is generated by these businesses. Part of that is because if you have people that- you're going to have hundreds of cars going in and out of that property every day. You are going to have, just like I have, and you can't help it but, we have an exercise place by us and people come with their fast cars, and they like to rev their engines and show off their friends' motorcycles and I don't have that 100 feet behind me. These businesses do affect the homeowners and you have to take that into consideration. When they build these things, there is going to be noise, there is going to be lights, snowplows. We have snowplows, they come across the street, they plow in the middle of the night - back up horns going on. Garbage trucks coming in every day picking up garbage, that is the noise. You have semi's coming in there, you have all this activity all the time and that does affect the living space. You have got to remember now; these people here have - that was a farm field. They don't have any of that. This will drastically affect their quality of life because they will have this here. If you consider this, and up to now, this commission hasn't denied St. John's anything. Everything he asks for that was across the street by me, that we came up with concerns, it was allowed. A lot of these things weren't taken into consideration. That's the thing you have to understand, if you look at where you are putting this thing, it is right in the middle of homes there. It is going to change everyone's lifestyle over there and if you decide to do this you should make sure that the berms are high

enough, so these homes aren't affected by this. You have got to remember – putting landscaping, little bushes, there is not going to stop the lights, it is not going to stop the noise, you are going to need something substantial.”

Mayor Bukiewicz stated that is why the development has to get approval from the planning commission.

Mr. Piechowski:

“I'm just trying to explain to you that I've been down this – seen this before and a lot of these things aren't taken into consideration; with the lights, the noise, the trucks, the backup horns, all these things are going to affect the – plows dragging across the street when they're plowing – all this stuff affects the homeowners. I just want to – you have to think about that, how would you like that if somebody built something like that in your backyard? This is going to be a busy place, it's a busy place across the street from me with all the businesses and now they are putting up the third building. The traffic, now on Rawson Avenue there is going to be more traffic going in and out. It's going to change everything, this is not just one small little dentists' office or something like this, this is a major complex with hundreds of cars and lots of things going on. That's what I wanted to say, thank you.”

Mayor Bukiewicz stated traffic studies will be done.

Norma Mahr, 612 E. Missouri Ave.:

“I am one of the residents that are butting up against the farm and our concern; there is two (2) homes on Missouri Avenue and at this point in time – been there 40 years – my neighbor's basement constantly floods whenever it rains, or we have heavy snowfall with the melt and my home is surrounded by water. So, we are wondering what – I don't see it addressed on that map we originally received, what the drainage – what the resolution for that drainage is there.”

Mayor Bukiewicz stated any future drainage system built will usually help rectify those issues.

Mrs. Mahr:

“Well, it looks like the retention pond is on the other end of the (inaudible)”

Mayor Bukiewicz stated the topography of the area and where the water currently drains is considered in those decisions. Commissioner Kiepczynski stated the stormwater for this property will be reviewed and uniform strict standards will be upheld.

Mrs. Mahr:

“Okay, thank you.”

Lena Hamm, 7279 S. Shepard Ave.:

"My back deck and my back yard looks directly across Quincy street into what is now a field. I have owned the property for seven (7) years and chose that location to move from a different city to raise my children because it was quiet, and it was safe, and a very small neighborhood. I am not interested in having a commercial - large commercial, business park type environment right next to the neighborhood where we live, where my kids are riding their bikes, and we are walking our dog and that sort of thing. The noise is obviously a concern as well as living in the middle of a construction site for however long it takes them to develop the property. I, being one of the people that would be affected, along with my children, I just – I'm not interested in living next to those businesses or having all of the traffic that would come along with them. We have no control over who is coming and going, and if the roads do connect with the subdivision that, obviously, would bring a lot of people that really have no business driving through our neighborhood right past our houses and would be a potential safety concern for a single mother. I just ask that you take that into consideration."

Mayor Bukiewicz asked if the potential road would go to Howell to which Senior Planner Papelbon stated the proposed road would go west, to an undeveloped, planned subdivision.

Mrs. Hamm:

"But we are the very next turn. So, with a large development, with that many tenants and that size coming back further, even past my house, it's very likely that there would be traffic from that development – even just people confused or driving around checking things out – it's just a very quiet, very safe place to live and my neighbors and I appreciate that. That's a lot of the reason why we have the property that we have. Thank you."

Linda Wilson, 7275 S. Quincy Ave.:

"That pond is in our backyard. We went to the previous meeting, and I got the impression that it was going to be smaller businesses that would go in those buildings like the ones that are on Rawson now. Did I hear right, someone said something about a hotel?"

Mayor Bukiewicz confirmed a hotel would not be allowed.

Mrs. Wilson:

"Okay. The one thing I want to say to this gentleman is - at that meeting - and he was there, the alderman said there is going to be something built behind us. So, I don't know if we don't approve something like this going in our backyard, is there in fact at some point something else that's going to go in there, no matter what we say. Eventually, something is planned by the city for that property, am I right?"

Mayor Bukiewicz stated the city plots out the city for what they think is appropriate and explained much heavier manufacturing could go into this property as it is zoned now, rather than the lighter and smaller options in the new zone being proposed.

Mrs. Wilson:

"Did I hear right, where you showed that road on the west side of the property. Did you say there is going to be a subdivision going on the other side?"

Mayor Bukiewicz and Senior Planner Papelbon confirmed that a subdivision was planned from 1928, but no plan to develop those lots have been submitted.

Mrs. Wilson:

"Because they are already - on Howell, there's already some like tall business buildings. (Inaudible) there's a couple like, what I would consider it being business park buildings, pardon?"

Mayor Bukiewicz asked if what being referenced is Mahn's Court.

Mrs. Wilson:

"Yeah, so you're saying there might be - at some point there could be a subdivision (inaudible)?"

Mayor Bukiewicz stated someone could propose that and Senior Planner Papelbon explained the process that would be gone through in that case.

Mrs. Wilson:

"I just had one question for Jason. At the meeting previously, we were told they were- I think he said it was required, that they have, I think it was 33 or 35 feet from our lot line to where their buildings start but they were going to give us like 85 feet. Since then, I've heard it went back to thirty-some feet. It makes a big difference that extra fifty-some feet and having - like he pointed out, something larger as a noise buffer (inaudible)."

Mr. Atkielski stated the size of the buildings were decreased to increase the buffer to 85 plus feet to give more green space between the buildings and the residential homes, fences and landscaping were added to meet code as well, and the existing wetland will help collect water and will remain untouched.

Commissioner Chandler asked what types of tenants to expect at this location. Mr. Atkielski answered that offices, small electrical companies, small retail, personal trainers, light manufacturers, and small engineering firms all have interest in spaces like this. Commissioner Oldani asked if there is any statement from the alderman of this property whether they support this development or not. Senior Planner Papelbon explained the alderman for this location felt that if the concerns and the questions for the neighborhood, staff, and plan commission

can be addressed through Conditions and Restrictions they would support the development, but there is nothing more formal to present.

Commissioner Oldani then confirmed the current zoning of part of the property is Agricultural to which Senior Planner Papelbon confirmed, adding there is a house on the property. Commissioner Oldani went on to say he would rather see the property zoned residential but encouraged the residents to talk with their alderman about their concerns. Commissioner Hanna asked if the property was purchased for the reason to develop it to which Mr. Atkielski answered in the affirmative. Commissioner Hanna asked if the property was planned to be retail before the residential neighborhoods were established to which Senior Planner Papelbon explained the Comprehensive Plan of the city identifies several properties to be business park uses in the future. Commissioner Hanna stated her lack of support for the location for this development due to the uses presented and the safety aspects brought forth by the residents. Senior Planner Papelbon clarified there will be no road connection between this development and the existing subdivision. Mr. Atkielski asked what specific uses were of concern to which Commissioner Hanna listed shopping center, daycare for animals and funeral homes. Mr. Atkielski clarified that is a presented list of what will not be allowed at this location and reiterated the uses previously mentioned. Commissioner Hanna asked if there will be any outside storage needed to which Mr. Atkielski answered in the negative. Commissioner Hanna then asked if business hours have been set to which Mr. Atkielski answered in the negative and Commissioner Hanna suggested the applicant address the noise concerns of the residents.

Commissioner Hanna made additional comments that were inaudible.

Senior Planner Papelbon then clarified the general types of Conditions and Restrictions that may be presented for this development in the future. Commissioner Hanna recommended some tenants be coffee shops or retail as the surrounding area is residential.

Mr. Piechowski:

"I like to comment on a couple things. One of the things we talked about – Steve and what his feelings were about this project, and he was all for it. And he made a comment like, made a comment to us, more like a great tax base that way we could hire more, because we need more police and more firefighters. With this tax base we could pay for that, so that was one of his comments. So, you could see where he is at. The other thing with the thing that I was against - they put an ambulance service in across the street from us. Which has, I'm going to guess right now, probably six (6) to eight (8) ambulances parked there and they are coming in and out of this property 24/7. They also have – they put a lab in for testing for tissue samples or whatever. That's 24 hour a day service. When this property across the street was proposed to us, this was supposed to be a nine (9) to five (5) operation. Now the ambulance service, it was agreed that they would not – because we were right across the street and there is only one entrance in and out of this place, that they would not turn their sirens on unless they went to Howell and (inaudible). Well, most part they do but a lot of times they don't so sometimes at four (4) o'clock in the morning they like to light up their ambulances and obviously wake me and my wife up. I already called Superior Ambulance once and mentioned that to them."

Mayor Bukiewicz stated the City needs to be notified of that, not Superior Ambulance.

Mr. Piechowski:

"I would appreciate that, thank you. When I called them, he got very belligerent with me and said, 'you don't have to call me, and I'll take care of it.' These are the things that – issues that when you let this type of operation in an area, these are the problems you are going to have. Who is going to take care of these things? Like I said, the same thing with snowplowing (inaudible). So those are the issues you have when you allow this type of business within a residential area. Thank you."


Mayor Bukiewicz stated this development is very uncomfortable, but as the owners of the property, the applicant has the right to develop it. He went on to acknowledge the affect it will have on the neighborhood, explain a tax base is not why the city does things but because they are positive for the city, promote growth and support families, and how he would love to see the land be used as a single-family residential development, but that was not what was presented. Mayor Bukiewicz continued by stating the lab at 140 E. Rawson works a second shift, not 24 hours. Mayor Bukiewicz stated he would like to see the east side of the property be well blocked off for the residents and the lighting be contained to the property. Mayor Bukiewicz then confirmed with Commissioner Kiepczynski that Missouri Ave. will dead end with this park, but if a subdivision were to go here, the road would have to connect with the possibility of additional roads for emergency access. Mayor Bukiewicz then asked if this development would ever tie into Mahn's Court to which Senior Planner Papelbon answered in the negative, explaining there is not a good connection point.

Mayor Bukiewicz and Senior Planner Papelbon then briefly explained the flexibility of a planned unit development, what it can do, and how Conditions and Restrictions help to give developments specifics to work within. Commissioner Oldani stated his sympathy for the residents, strongly suggesting that the tenants be mindful of the homes surrounding the property. Commissioner Hanna reiterated her suggestion that some tenants be a draw for the residents to gather there like a coffee shop.

Alderman Guzikowski moved that the Plan Commission recommends to the Common Council that the property at 517 E. Rawson Avenue be rezoned to Lm-1 Light Manufacturing, with a Planned Unit Development after a public hearing and subject to conditions and restrictions that will be prepared for the Commission's review at their next meeting (November 14, 2023).

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

ATTEST:



Kari Papelbon, Plan Commission Secretary

11-14-23

Date

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, NOVEMBER 14, 2023**

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

**CONDITIONS AND RESTRICTIONS
ST. JOHN PROPERTIES, INC.
517 E. RAWSON AVE.
TAX KEY NO. 766-9012-000**

Senior Planner Papelbon provided an overview of the conditions and restrictions as part of a request submitted by Jason Atkielski, St. John Properties, Inc. to rezone the property at 517 E. Rawson Avenue from A-1, Limited Agricultural to Lm-1, Light Manufacturing PUD. (see staff report for details).

Senior Planner Papelbon explained the City has a policy that all properties within 300 feet of the property boundaries of a proposal are given notice of any public item, however the alderperson for the district can request an increase in the 300-foot boundary to 600 feet. With this proposal in District 1 that was the request of the alderman of the district so all properties within 600 feet of the property boundaries of 517 E Rawson Avenue were provided with notice of the Plan Commission meeting.

Becky Encalada, 7366 S Quincy Ave:

"As I stated before, our concern was the letters that have come within reference to 600 feet of our property for the building that is already under way on Rawson Avenue. While we support growth of Oak Creek, we have no issue or no problem with that, with stores or whatever exactly is going to be going in there, but we did not want it in any way shape or form obviously to affect our property, as do none of the other people that live on our block, have that same concern. So, it didn't make any sense to us, it wasn't clear, the 600 feet made no sense, at least not in the letter. So like I said, while we support the growth of Oak Creek, we just don't want anything to disrupt where we live because we live in a very peaceful, quiet neighborhood and we're far enough away from Rawson Avenue still where we have quiet, but yet we can access it to obviously go shopping, and do things like that so we have no problem with the growth on Rawson Avenue, we just don't want roads being chopped up or traffic coming through there to make different access to Rawson Avenue and those were our questions and our concerns to have that clarified."

Mayor Bukiewicz stated the Plan Commission will cover that, however at this point, Ms. Encalada's subdivision does not tie into the proposed development, it dead ends at Missouri.

Ms. Encalada:

“Okay, so that helps because like I said the letter just wasn’t exactly clear and that was really the only thing we wanted to mostly clarify and then just be part of the growth and the other things that you’re going to be discussing in the rest of this meeting and any future meetings coming up. So, that’s actually all we had concerns about.”

Commissioner Hanna asked the applicant what type of businesses are being proposed for the development. Jason Atkielski, 2000 Pewaukee Road, Suite A, Waukesha, explained the buildings are speculative multitenant buildings, so any businesses that come within the Zoning Code would be allowed.

Commissioner Hanna inquired if they would be small businesses. Mr. Atkielski confirmed it would be small businesses. Commissioner Hanna asked to confirm that it would not be a big shopping mall or anything large like that, that will attract more traffic. Mr. Atkielski stated it would not.

Alderman Loreck asked Mr. Atkielski if he anticipates this development will be like the one that is across Rawson. Mr. Atkielski said yes.

Commissioner Siepert asked if there would be any truck traffic in the proposed development. Mr. Atkielski said it would be minor, it would not be like a shipping hub or distribution. Mr. Atkielski also said it would be just small deliveries if tenants needed them.

Commissioner Chandler asked what the planned height of the building is. Mr. Atkielski stated 24 feet. Commissioner Chandler inquired if it would be two (2) stories. Mr. Atkielski clarified that it would be one story.

Commissioner Chandler asked Senior Planner Papelbon if there are any items in the Conditions and Restrictions for noise regulations or requirements. Senior Planner Papelbon stated there is a noise ordinance that is effective throughout the City and this development would need to comply with that ordinance.

Mayor Bukiewicz said regardless of what businesses go in the development there will be some type of trash pickup and he would like to keep it located as far away from the neighborhood as possible. Mayor Bukiewicz stated he is not sure if there will be central dumpsters or if they will be at each business. Mr. Atkielski stated there are dumpster corrals noted on the plans, there will be enclosures behind screen walls and then the trucks [*inaudible*].

Mayor Bukiewicz stated the Plan Commission should really limit pickup times. Senior Planner Papelbon explained the current noise Ordinance does not include trash pickup because it is understood that trash pickup is not a sustained noise activity, it is exempt from the Noise Ordinance.

Senior Planner Papelbon clarified that the site and building plan review will be back before the Plan Commission once the Planned Unit Development is approved by the Common Council.

Alderman Kurkowski thanked Senior Planner Papelbon for expanding the mailing of notices to 600 feet. Alderman Kurkowski said that the applicant had a neighborhood meeting about

two (2) months earlier and there was about 30 people in attendance. The applicant laid out the plans. Alderman Kurkowski continued by stating the applicant has agreed to remove rentable space from each building to create a setback of 85 feet from the subdivision with berms and trees. Alderman Kurkowski explained Ms. Encalada called him earlier with concerns about flooding. Alderman Kurkowski assured her that the development is not allowed to make the flooding worse, they can only make it better or stay the same.

Commissioner Siepert moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Lm-1, Planned Unit Development for the property at 517 E. Rawson Avenue after a public hearing.

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

ATTEST:



Kari Papelbon, Plan Commission Secretary

12-12-23

Date

COMMON COUNCIL REPORT

Item: A Resolution Approving the Amendment to the Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and City of St. Francis for Police, Ambulance, and Fire Related Dispatch Services.

Recommendation: That the Common Council adopts Resolution No. 12459-121923, A Resolution Approving the Amendment to the Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and City of St. Francis for Police, Ambulance, and Fire Related Dispatch Services.

Fiscal Impact: None

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: In 2014, the City of Oak Creek and City of St. Francis entered into an intergovernmental agreement (IGA) for police, ambulance, and fire related dispatch services.

The IGA has an initial term of ten years with an effective date of July 1, 2014, however, the anticipated commencement of dispatch services provided by Oak Creek to St. Francis was to begin on or before March 1, 2015. If the IGA has an initial term of ten years with an effective date of July 1, 2024, it can be interpreted that the IGA would expire on June 30, 2024. However, the IGA alludes that Oak Creek will provide dispatch services to St. Francis for a ten-year period. Both parties agree with the later interpretation and propose an amendment to clarify that the IGA is in full force and effect through December 31, 2024.

On December 5, 2023, the St. Francis Common Council approved the amendment to the IGA and now we are asking the Oak Creek Common Council to do the same.

Options/Alternatives: The Common Council could reject the amendment to the IGA, however, that would leave uncertainty as to when the IGA expires, and Oak Creek is no longer obligated to provide dispatch services to St. Francis.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

- Resolution No. 12459-121923
- Amendment to the Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and City of St. Francis for Police, Ambulance, and Fire Related Dispatch Services

RESOLUTION NO. 12459-121923

RESOLUTION APPROVING THE AMENDMENT TO
THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF OAK CREEK AND THE CITY OF ST. FRANCIS FOR POLICE,
AMBULANCE AND FIRE RELATED DISPATCH SERVICES

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Amendment to the Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and the City of St. Francis for Police, Ambulance and Fire Related Dispatch Services (the "Amendment") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute and the City Clerk to attest to same.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2023.

Passed and adopted this _____ day of _____.

Common Council President Kenneth Gehl

Approved this _____ day of _____.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

DRAFT AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO
WIS. STAT. § 66.0301 BETWEEN THE CITY OF OAK CREEK AND THE CITY OF ST.
FRANCIS FOR POLICE, AMBULANCE AND FIRE RELATED DISPATCH SERVICES

This Amendment to the Intergovernmental Agreement Pursuant to Wis. Stat. §66.0301 Between the City of Oak Creek and the City of St. Francis for Police, Ambulance and Fire Related Dispatch Services, effective July 1, 2014 (the “2014 Agreement”), is made and entered into this _____ day of December, 2023, by and between the City of Oak Creek and the City of St. Francis, each a municipal corporation organized and existing under the law of the State of Wisconsin (collectively, the “Parties”).

The Parties agree that the term of the 2014 Agreement shall continue through December 31, 2024.

The Parties further agree that, except as herein amended the terms of the 2014 Agreement shall remain in full force and effect through December 31, 2024.

CITY OF OAK CREEK

CITY OF ST. FRANCIS

By: _____

Daniel J. Bukiewicz, Mayor

By: _____

Ken Tutaj, Mayor

Attest: _____

Catherine A. Roeske, City Clerk

Attest: _____

Anne B. Uecker, City Clerk/Treasurer



COMMON COUNCIL REPORT

Item: A Resolution Approving the Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and City of St. Francis for Police, Ambulance, and Fire Related Dispatch Services.

Recommendation: That the Common Council adopts Resolution No. 12460-121923, A Resolution Approving the Amendment to the Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and City of St. Francis for Police, Ambulance, and Fire Related Dispatch Services.

Fiscal Impact: The new, ten-year intergovernmental agreement (IGA) between the City of Oak Creek and City of St. Francis will result in a more equitable share of Dispatch Center costs.

- 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: In 2014, the City of Oak Creek and City of St. Francis entered into an intergovernmental agreement (IGA) for police, ambulance, and fire related dispatch services with the commencement of dispatch services provided by Oak Creek to St. Francis beginning in March of 2015.

In June of 2021, the City of Oak Creek notified the City of St. Francis of its intent to not renew the IGA after the end of the IGA’s initial ten-year term. Given this notice, the IGA was not automatically renewed for an additional ten-year term.

Although the City of St. Francis has been a great partner at the Dispatch Center through the duration of the IGA, the City of Oak Creek’s reason for not renewing the IGA was to seek a new, ten-year IGA with St. Francis that resulted in a more equitable cost share as well as gave Oak Creek increased flexibility to add additional jurisdictions to the Dispatch Center.

In September of 2022, City of Oak Creek officials presented City of St. Francis officials with terms for a new, ten-year IGA for dispatch services to begin on January 1, 2025. Those terms include:

- o Allocate all operating costs based on the City of Oak Creek’s adopted Dispatch Center Budget;
- o Allocate personnel costs based on a methodology of a three-year average of each jurisdiction’s equalized value, population, and call volume;
- o Allocate IT costs based on the number of jurisdictions receiving services from the Dispatch Center or by actual use by each jurisdiction; and

o Allocate the remaining operating costs based on the number of jurisdictions receiving services from the Dispatch Center.

At that time, City of St. Francis officials expressed their desire to continue receiving dispatch services from the City of Oak Creek and were agreeable to the terms outlined above. Over the course of the next year, City of Oak Creek and City of St. Francis officials negotiated a new, ten-year IGA for dispatch services. The parties reached agreement on a new, ten-year IGA in November of 2023.

On December 5, 2023, the St. Francis Common Council approved the new, ten-year IGA and now we are asking the Oak Creek Common Council to do the same.

Options/Alternatives: The Common Council could reject the new, ten-year IGA; however, Oak Creek would no longer provide dispatch services to St. Francis as of January 1, 2025.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

- Resolution No. 12460-121923

- Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and City of St. Francis for Police, Ambulance, and Fire Related Dispatch Services

RESOLUTION NO. 12460-121923

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT PURSUANT TO WIS. STAT. § 66.0301 BETWEEN THE CITY OF OAK CREEK AND THE CITY OF ST. FRANCIS FOR POLICE, AMBULANCE AND FIRE RELATED DISPATCH SERVICES

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and the City of St. Francis for Police, Ambulance and Fire Related Dispatch Services (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Agreement and the City Clerk to attest to same.

BE IT FURTHER RESOLVED that technical corrections or amendments to the Agreement that do not substantively change the terms and that are approved by the Assistant City Administrator/Comptroller and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2023.

Passed and adopted this ____ day of _____.

Common Council President Kenneth Gehl

Approved this ____ day of _____.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

DRAFT

**INTERGOVERNMENTAL AGREEMENT
PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF OAK CREEK
AND THE CITY OF ST. FRANCIS
FOR POLICE, AMBULANCE AND FIRE RELATED DISPATCH SERVICES**

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INTERGOVERNMENTAL AGREEMENT
PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF OAK CREEK
AND THE CITY OF ST. FRANCIS
FOR POLICE, AMBULANCE AND FIRE RELATED DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made by and between the City of Oak Creek, Milwaukee County, Wisconsin (“Oak Creek”), and the City of St. Francis, Milwaukee County, Wisconsin (“St. Francis”) (collectively, the “Parties”), pursuant to § 66.0301 of the Wisconsin Statutes (the “Agreement”).

RECITALS

- A. St. Francis and Oak Creek are municipal corporations organized and existing under the laws of the State of Wisconsin. They are also authorized to contract with one another for the receipt or furnishing of services under § 66.0301 of the Wisconsin Statutes; and
- B. Oak Creek and St. Francis each operate a Municipal Police Department and a Municipal Fire Department that provides fire and emergency medical services (“EMS”); and
- C. Oak Creek provides emergency medical paramedic services to its residents using personnel of the Oak Creek Fire Department, and St. Francis provides emergency medical paramedic services to its residents using personnel of the St. Francis Fire Department; and
- D. Oak Creek, via its Dispatch Center (the “Center”), currently provides dispatch services to support Oak Creek’s and St. Francis’ respective police, fire, and emergency medical services (“EMS”) operations (including but not limited to emergency medical paramedic services) under the terms of the 2014 “Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and the City of St. Francis for Police, Ambulance and Fire Related Dispatch Services (the “2014 Agreement”); and
- E. In order to experience reduced costs, increased efficiencies, and more resiliency resulting from combined dispatch services, the Parties wish to enter into this Agreement to establish terms under which St. Francis will purchase dispatch services from Oak Creek for all of its police, fire, and emergency medical services; and
- F. Both St. Francis and Oak Creek seek by means of this Agreement to more specifically define their respective rights and responsibilities regarding Oak Creek’s provision of police, fire and EMS dispatch services to St. Francis (the “Services”).

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals.

The foregoing Recitals are hereby incorporated within, and made a part of this Agreement, as if fully restated herein.

2. Provision of Dispatch Services.

A. Obligations of Oak Creek.

- i. Oak Creek shall provide items related to hardware and software required to provide the Services, including but not limited to E911, consoles and periodic upgrades, reprogramming, logging recorder upgrades, computer programming services, telephone upgrades, and other costs associated directly with dispatch operations through the Center.
- ii. The Center shall provide police, fire, and EMS dispatch services to St. Francis on a 24-hour per day basis throughout the term of this Agreement, including but not limited to the following:
 - a. The Center shall receive and record information pertaining to requests for St. Francis police, fire and/or EMS services.
 - b. The Center shall provide dispatch and related services to the St. Francis Police and/or Fire Department and broadcast information to St. Francis emergency services personnel on such frequencies as may be assigned to St. Francis from time-to-time.
 - c. The Center shall monitor one (1) Oak Creek Police, one (1) Police radio channel per contracting jurisdiction, and one (1) combined Fire/EMS radio channel serving Oak Creek and the contracting jurisdictions, as the dedicated Center radio channels.
 - d. Notwithstanding the provisions of Section 2(A)(ii)(c), during a period of urgent or emergent circumstances as reasonably determined by the dispatch supervisor, one or more of such radio channel(s) may need to be shared between Police agencies and/or Fire/EMS services on a temporary basis during the period of the urgent or emergent circumstances. The Center shall provide notice prior to and at the conclusion of any temporary consolidation of channels and shall complete any such radio channel "patch" and "unpatch" within the Center and shall not require anything additional from the Services.
 - e. The Center shall receive acknowledgment of alert and emergency information.
 - f. The Center shall refer non-emergency calls to such non-emergency telephone number(s) as designated by St. Francis from time-to-time.
 - g. Following receipt of an after-hours emergency contact initiated from the St. Francis Civic Center, the Center shall respond pursuant to protocols established by St. Francis from time-to-time and monitor video surveillance channels of the St. Francis Civic Center lobby, panic room, and the emergency contact line established by St. Francis until law enforcement personnel dispatched in response to the after-hours emergency contact have arrived on scene and acknowledged that surveillance may be discontinued.
- iii. The Center shall provide St. Francis with the same level of quality, attention, and professional dispatch services that are provided to Oak Creek.
- iv. Oak Creek shall be responsible for all personnel matters for the Center employees concerning services provided to St. Francis (including, but not

limited to, the hiring, training, compensation, and supervision of personnel for the Center) subject to the following:

- a. Oak Creek shall have authority to provide shift staffing of its dispatch operations at the level which Oak Creek determines to be reasonably necessary to provide the Services in a manner consistent with the requirements of this Agreement on a 24/7 basis.
- b. Oak Creek's Chief of Police or their designee shall have authority to make all final decisions regarding dispatch procedures consistent with the terms of this Agreement.
- v. Oak Creek will maintain financial records, accounts payable and accounts receivable; determine cost distributions under this Agreement; receive and disburse funds; provide payroll and benefit administration; and negotiate and administer collective bargaining agreements, if any.
- vi. In the event that the Oak Creek dispatch services are interrupted, suspended or otherwise not available, such dispatch services shall be provided by an alternate agency as designated by Oak Creek without additional cost to St. Francis.

B. Obligations of St. Francis.

- i. St. Francis shall, at its sole cost and expense, establish and maintain connection of designated emergency telephone lines to Oak Creek telephone equipment located at the Center.
- ii. St. Francis shall, at its sole cost and expense, provide and maintain non-emergency Police and Fire Department telephone lines.
- iii. St. Francis shall, at its sole cost and expense, acquire and maintain two-way radio equipment suitable for communication with the Center during the term of this Agreement.
- iv. St. Francis shall furnish Oak Creek with any special instructions or other information required to effectively provide police, fire and EMS dispatch services.
- v. St. Francis Police, Fire and EMS shall keep the Center informed of their current status and of any changes in operating procedures that may impact the Services provided under this Agreement.

3. Term of Agreement.

- A. The initial Term of this Agreement shall be ten (10) years and, thereafter, it shall automatically renew for ten-year increments, unless terminated by one of the Parties as herein provided.
- B. Oak Creek shall meet with St. Francis at least one (1) year prior to the completion of the initial term and any subsequent term of this Agreement to identify necessary adjustments to this Agreement for the provision of continued, uninterrupted Services or afford alternative service delivery options for review by St. Francis.
- C. This Agreement shall initially take effect on January 1, 2025 and shall terminate on December 31, 2034 unless otherwise extended or terminated in accordance with the terms of this Agreement.

- D. During the initial or any subsequent term, St. Francis or Oak Creek may, upon three-years' written notice, notify the other Party of its intent to terminate this Agreement, for any reasons, at the conclusion of that initial or any subsequent term (the "Withdrawal Notice Period").
- E. If St. Francis terminates this Agreement, it shall remain obligated for its share of any debt service (principal and interest) that has accrued under the terms of this Agreement prior to such effective date of termination unless another individual or entity assumes such debt provided, however, that the obligation to pay debt service shall not apply to any new debt incurred by Oak Creek during St. Francis's Withdrawal Notice Period (Withdrawal Notice Period is defined as: the period of time from the date of notice of withdrawal through the effective date of the termination of the Agreement). St. Francis shall not be entitled to any Center services, regardless of outstanding debt service (principal and interest) payment responsibility incurred while a Party to this Agreement, after the effective date of termination of this Agreement.

4. Information Technology Support and Services.

- A. Information Technology ("IT") support and services provided by Oak Creek and its service providers under the fixed costs of this Agreement and as outlined in Exhibit B shall be limited to the following:
 - i. Maintaining, patching, updating, and replacing of Oak Creek-owned and/or hosted systems associated with dispatch services.
 - ii. Backing up data stored on Oak Creek-owned and/or hosted systems associated with dispatch services.
 - iii. In cooperation with St. Francis IT, Oak Creek IT shall assist St. Francis IT with connectivity instructions to access Oak Creek-owned and/or hosted systems associated with dispatch services and ensuring access to necessary third-party patches or updates that are not reasonably attainable by Saint Francis as required to operate the software needed for dispatch services.
 - iv. Providing Criminal Justice Information Services ("CJIS") data handling and security information when requested.
- B. The Parties agree to work in good faith to identify potential technical and operational issues and to identify solutions to any identified issues associated with the services.
- C. Except as otherwise provided in Section 4(A), Oak Creek IT shall not support or make changes to software and/or hardware that is owned or operated by St. Francis. All IT services and support, outside of the scope of this Agreement, would require a separate agreement between the Parties prior to the provision of any services or support.

The Oak Creek IT Manager, or their designee, reserves the right to terminate or block a connection, Internet Protocol (IP) address or endpoint if he or she reasonably determines that it is malicious or improperly configured such that it is negatively affecting operations or poses an increased cybersecurity risk. Dependent on the nature and extent of the increased risk to operations, Oak Creek shall provide reasonable notice to St. Francis prior to taking any actions to terminate or block any connection, IP address or endpoint and shall provide a reasonable amount of time for remediation by St. Francis before any action is taken to block or terminate any connection IP address or endpoint. Additionally, Oak Creek reserves the right to terminate or block a connection, IP address or endpoint if it is knowingly violating CJIS policy. Dependent on

the infraction of policy, Oak Creek will provide reasonable notice to St. Francis beforehand and allow reasonable time for remediation prior to taking any action to terminate or block any connection IP address or endpoint. Ultimately, Oak Creek reserves the right to terminate, or block a connection at any time that the Oak Creek IT Manager determines such action is reasonably necessary to protect the Center and its connected endpoints from an unreasonable increased risk of potential damage, degradation of service, downtime or liability.

5. Committees

A. Operations Advisory Committee.

An Operations Advisory Committee shall be established for the purpose of providing input and reviewing recommendations on operational and procedural matters for the operation of the Center. The Committee shall also assist with developing a strategic plan outlining the development and operation of the Center.

- i. The Operations Advisory Committee shall consist of a Police and Fire representative and an IT representative of each of the Parties and a Center representative.
- ii. Operations Advisory Committee meetings shall be scheduled quarterly; however, they may be scheduled more or less frequently depending on the needs of that Committee.

B. Executive Committee.

An Executive Committee shall be established for the purpose of reviewing recommendations and providing input from the Operations Advisory Committee.

- i. The Executive Committee shall consist of the Police and Fire Chiefs of Oak Creek as well as the Police and Fire Chiefs of each Party contracting with Oak Creek for dispatch services from the Center.
- ii. Executive Committee meetings shall be held at least once annually, and at such other times at the call of the Oak Creek Police Chief or upon the written request of the Operations Advisory Committee.

C. Budgetary Committee.

A Budgetary Committee shall be established for the purpose of reviewing the feasibility of implementing recommendations from the Executive Committee into the Center's upcoming budget cycle, establishing priorities, and reviewing and providing a recommendation concerning the amount of the Center's operations and capital budget to be presented to the Oak Creek Common Council for approval, and determining each Party's cost share for the upcoming year.

- i. The Budgetary Committee shall consist of the City Administrator and Police and Fire Chiefs of Oak Creek (or their respective designee) as well as the City Administrator and Police and Fire Chiefs (or their respective designees) of each Party contracting with Oak Creek for dispatch services from the Center.
- ii. The Budgetary Committee shall meet as needed and at least once between July 1, and September 30, annually to review and recommend the Center's proposed budget as well as variables in the cost allocation methodology that will determine the cost share for the upcoming year.

6. Charges

A. Fees.

- i. St. Francis shall pay Oak Creek fees for the Services provided under this Agreement as set forth in this Section 6. Such fees shall encompass operations, information technology, and personnel costs of the Center as set forth in this Section.
- ii. The Parties agree to allocate costs among the Parties based on the City of Oak Creek's approved annual operating budget for the Center each year.
- iii. The Parties agree that, except as otherwise provided in Section 6.B. of this Agreement, the Center's annual operating budget shall be classified as either Personnel Costs, Information Technology ("IT") Costs, or Operating Costs. The cost allocation methodology to be used for each such cost is detailed below:
 - a. Personnel Costs shall be allocated among the Parties based on their combined average percentages of a three-year rolling average of each municipality's (a) total equalized assessed value, as certified by the Wisconsin Department of Revenue; (b) population estimate, as provided for by the Wisconsin Department of Administration (DOA); and (c) call volume (Police and Fire/EMS Calls for Service in ProPhoenix or any successor report management system) as determined by the Center. [E.g., If St. Francis' 3-year average percentage of assessed value equals 14%, its 3-year average population equals 20%, and its 3-year average call volume is 26%, the formula for determining St. Francis' percentage share for Personnel Costs for the upcoming year will be $(14\%+20\%+26\%)/3=20\%$]. The Center's Personnel Costs are shown in Exhibit A yearly.
 - b. IT Costs shall, where possible, be allocated among the Parties based on their individual use of the IT service (e.g., costs for licenses that are incurred based upon the number of personnel/vehicles being serviced by a Party). Any other IT Costs that are necessary for Center operations that are not specific to any municipality (e.g., ProPhoenix license) shall be split equally among the Parties that utilize the Center for dispatch services. IT Costs for the Center shall be itemized in Exhibit B together with the cost and allocation for each such cost.
 - c. Operating Costs shall be allocated equally among the Parties based on the number of Parties utilizing the Center for dispatch services. Center Operating Costs, which consist of Utility, Supplies and Maintenance Costs, shall be itemized and allocated in Exhibit C.
 - d. Exhibits A, B, and C shall be updated annually upon adoption of the Center's annual operating budget by the Oak Creek Common Council.
- iv. The total cost to each Party under this Section A, is the sum of Personnel Costs, IT Costs and Operating Costs per Party using the cost methodologies above and as shown in Exhibit D provided, however, that:
 - a. The total cost to St. Francis shall not increase by more than one hundred fifty percent (150%) over the course of the initial term or any renewal term.
 - b. Any increase in cost(s) otherwise assessable to St. Francis under this Agreement that result from express requests by St. Francis for a change

or increase in services shall not be included in calculating the 150% limitation in subsection (a), above.

- c. The parties agree that St. Francis may agree to waive its rights under subsection (a) from time to time and St. Francis agrees that it will not unreasonably withhold its agreement to waive its rights under subsection (a) with respect to increased costs imposed on Oak Creek as a result of changes from vendors that are outside of the control of Oak Creek or changes to state or federal statutes or regulations that require change(s) to the operation of the Center. For purposes of illustration only, and not limited to the following examples, changes to the operation of the Center resulting from changes to state or federal statutes or regulations may arise from matters such as reclassification of dispatch employees to protective status that require an adjustment to Wisconsin Department of Employee Trust Fund and/or Wisconsin Retirement System benefits, E911 and related emergency telephone systems or information technology upgrades, and/or other federal, state or local agency information sharing requirements. Similarly, by way of illustration only, increased vendor costs outside of the City of Oak Creek's control may include, but would not be limited to, increased costs from software changes and/or increased costs for equipment required for hosting, or required movement to cloud-based systems.
- v. The Center's annual operating budget and cost allocation methodology for Exhibits A, B, C, and D shall be updated if Oak Creek enters into any agreement by which the Center provides Services to any additional municipality or agency.

B. Additional/Variable Costs.

- i. In addition to the fees for services set forth in subsection (A) above, Oak Creek shall invoice St. Francis for its proportionate share of the additional costs necessary to establish and operate the Center, which costs may include:
 - a. Software licenses, upgrades, and annual maintenance costs; and
 - b. Uninterruptable Power Sources (UPS), Servers, and other required computer equipment to run the Center; and
 - c. New or additional equipment, technology upgrades and advancement, or other non-personnel costs.
 - d. Costs for additional IT Services costs pursuant to subsection 4.C. above.
- ii. For additional/variable costs not expressly identified in Exhibits A through C, Oak Creek and St. Francis agree to cooperate in discussions under Section 5 of this Agreement concerning the desirability, necessity, timing, acquisition, and implementation of such cost items, including but not limited to capital costs.
- iii. Any grant(s) received by or on behalf of any of the Parties for Center services or capital costs shared by both Parties will be applied to the total cost before any allocation of costs between the Parties under this Agreement. Additionally, any savings or other revenue that may be obtained from any source for costs for additional/variable cost items that are not identified in Exhibits A through C shall be allocated between the Parties on the following basis:

- a. Costs specifically attributable to St. Francis (e.g., individual or vehicle radios) shall be assessed and billed to St. Francis;
 - b. Costs specifically attributable to Oak Creek (e.g., individual or vehicle radios) shall be assessed and paid by Oak Creek;
 - c. Costs for items mutually needed shall be assessed between the Parties on the basis of the formula set forth in either Exhibit A, B, and/or C, as applicable, which the Parties agree is an equitable basis for such assessments.
- iv. If St. Francis schedules events or tasks that shall require more than typical dispatch resources from the Center, and St. Francis fails to provide sufficient notice to the Center to schedule additional employee(s) for the shift(s) encompassed by such event, then St. Francis shall be billed for the actual hours at the prevailing overtime rate for those employees. Such events or tasks shall be scheduled with the Center Manager at least two (2) weeks in advance, which shall be deemed to constitute sufficient notice for purposes of this subsection.

C. Written Statement of Operating Expenses.

Oak Creek shall furnish St. Francis with a written statement requiring payment of St. Francis' share of the Center's operating expenses for the upcoming service year, which payment shall be paid in quarterly installments as stated herein. This statement shall be distributed to St. Francis with Exhibits A, B, C and D upon Oak Creek Common Council's adoption of the Center's annual operating budget.

D. Separate Facilities.

The Parties agree that, in the event Oak Creek desires to pursue construction of additional Center space on the existing building or a separate stand-alone facility for dispatch services, the Parties shall meet to discuss such construction and potential terms for an addendum to this Agreement to provide an equitable manner of allocating the costs of such construction.

7. Payments

- A. Subject to the provisions of Section 6.A.iv., payments by St. Francis for the Services provided under Section 6.A. of this Agreement shall be made on or before January 15, April 15, July 15, and October 15 of each year. Oak Creek shall submit to St. Francis quarterly statements requiring payment of one-fourth (1/4) of St. Francis' share of the annual budgeted expenses for such year. This invoice shall be submitted by mail or email to St Francis no fewer than 30 days before such payment is due.
- B. If applicable, additional variable costs and capital costs identified from time-to-time by Oak Creek under Section 6.B. shall be due and payable by St. Francis within 30 days of receipt of invoice.
- C. Unless St. Francis provides timely written notice within 15 days of any dispute of an invoice, St. Francis' failure to pay in full any payment as provided by this Agreement shall result in St. Francis being indebted to Oak Creek for the payment due, plus interest at the prevailing prime rate in Milwaukee, Wisconsin, from the due date until payment. Oak Creek may take legal action to collect such payments due, and in addition to the sum in default, and interest, as above provided there shall be included in the indebtedness and any judgment all costs, disbursements, and a reasonable sum as attorney's fees.

8. Confidentiality

The parties to this Agreement consent to access of their respective records by each other or to a third party provided that access to confidential law enforcement records or other records recognized as confidential or exempt from disclosure under the Wisconsin Public Records law or medical records restricted by the Health Insurance Portability and Accountability Act (HIPAA) is restricted to authorized law enforcement, fire department personnel, their respective attorneys, and other authorized employees or agents of the parties for bona fide purposes and any information received is held as confidential as allowed under the Public Records Law.

9. Participation

Oak Creek's provision of dispatch services to St. Francis under this Agreement shall be non-exclusive provided, however, that Oak Creek may provide dispatch services to other municipalities or agencies only to the extent that such provision will not negatively impact efficiency, effectiveness, professionalism, and/or quality of dispatch services provided by Oak Creek.

The Parties agree the Center's annual operating budget will need to be updated if Services are provided to any other municipalities or agencies and that there will need to be a related update to the cost allocation methodology and cost allocations set forth under Exhibits A, B, C, D. Additionally, the Parties recognize that if the Center provides Services to other municipalities or agencies, those municipalities and agencies will be solely responsible for the implementation cost to include them into the Center's operations. Other municipalities or agencies will also be responsible for the prorated cost of any capital equipment necessary for the Center's operation that have previously been purchased under this Agreement.

10. Warranties And Damages

- A. Oak Creek and St. Francis agree that there are no warranties, express or implied, by this Agreement or otherwise, as to the services or as to any parts of any systems design, program, implementation, modification, or other service provided by Oak Creek. There is no implied warranty of merchantability or fitness for a particular purpose or any warranty of any other kind. Nothing herein is intended to limit or preclude any claims Oak Creek or St. Francis may have against any third parties, including manufacturers, sellers, dealers, repairers, installers, or others, nor shall this provision be construed as relating to, or defining in any way, liability as to third parties.
- B. In the event that, despite the disclaimer of warranties above, a court of competent jurisdiction determines Oak Creek to be liable to St. Francis in any way under this Agreement or pursuant to any other cause of action, the amount of recoverable damages shall be limited to a pro rata refund of fees paid by St. Francis to Oak Creek during the preceding twelve (12) months.

11. Third Party Liability

- A. It is expressly understood by and between the Parties that each party shall be responsible, in the event of a claim, or judgment by a court of competent jurisdiction, for liability to a third party, to the extent liability shall be found. Subject to all applicable statutory and common law limitations, immunities, and exemptions, nothing in this Agreement shall be construed to limit the right of either party to seek contribution against the other in the event of liability to a third party. This Agreement is intended to be solely between the Parties hereto and no part shall be construed to

add, supplement, or grant any rights, benefits, or privileges of any kind whatsoever to any third party or parties.

- B. The parties expressly agree to name the other as a co-insured on any policies of liability insurance insuring against liability to a third party in any way arising or relating out of the services contemplated by this Agreement.

12. Maintenance, Service, Repairs

- A. St. Francis acknowledges that Oak Creek may from time to time render certain systems inoperative for service, repairs, alterations, upgrades, and the like and in doing so St. Francis' service may be temporarily interrupted. Oak Creek shall make every effort to notify St. Francis prior to scheduling and implementing said down time, and Oak Creek shall promptly provide for alternate methods of providing service for critical systems.
- B. St. Francis also acknowledges that its systems may become inoperative on their own for any number of reasons and that Oak Creek shall only be held responsible for contacting appropriate service companies as soon as reasonably possible after receipt of the request for service and/or maintenance from St. Francis.

13. Joint Powers Agreement.

Pursuant to § 256.35(9) of the Wisconsin Statutes, Oak Creek and St. Francis shall annually enter into a Joint Powers Agreement, which shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Oak Creek Emergency 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside of the vehicle's normal jurisdictional boundaries.

14. Dispute Resolution.

- A. The Parties agree that in the event of any dispute over the terms, performance, or administration of this Agreement they will submit first to mediation by a single mediator.
- B. In any litigation thereafter between the Parties, no costs shall be awarded to the prevailing party unless it shall appear to the court that the other party acted with intentional disregard of the other Party's rights, in bad faith, or with malice, concerning the matter(s) that are the subject of such litigation.

15. Amendments

Any amendments to this Agreement or any exhibit hereto must first be approved by the Council of all of the Parties.

16. Assignment

No party may assign this Agreement.

17. Severability

If any provision of this Agreement shall be held or declared invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement unless it would have the effect of impairing or prejudicing the validity, legality, and

enforceability of the remaining provisions hereof, in which case the Parties shall meet to negotiate in good faith alternate language.

18. Insurance

Oak Creek shall procure and maintain during the term of this Agreement sufficient insurance to cover all aspects of this operation including insurance for fire and other perils on the structure(s) occupied by the Center. Such insurance shall include, but not be limited to property, workers compensation, general and auto liability, energy systems, errors and omissions, and employee dishonesty insurance coverages and funding by Oak Creek. Such insurance shall name each of the Parties as an additional insured.

19. Wisconsin Law

This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.

20. Submission To Jurisdiction

Oak Creek and St. Francis agree that this contract is made in the State of Wisconsin. Both Parties agree that the state and federal courts in the State of Wisconsin shall have exclusive jurisdiction to hear and determine any controversy that may arise out of this Agreement.

21. No Waiver Of Immunities

Nothing contained within this Agreement is intended to be a waiver or estoppel of either Party or their respective insurers to rely upon the limitations, defenses, and immunities provided under Wisconsin law including, but not limited to those contained within the Wisconsin Statutes § 893.80 and § 345.05. To the extent that indemnification is available and enforceable, the Cities or their respective insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability under Wisconsin law.

22. Acknowledgment

Parties acknowledge by the signature of their duly authorized representatives below that each Party or its authorized agent has read and understands all of the terms and conditions of this Agreement as set forth herein, and St. Francis fully understands that Oak Creek is a provider of equipment and service and not an insurer, and St. Francis agrees to be bound by such terms and conditions.

23. Entire Agreement

- A. This document, including any and all attachments, unless specified as illustrative, constitutes the entire Agreement between Oak Creek and St. Francis on this subject matter and is intended as a final expression of the Agreement of the parties and the complete and exclusive statement of the terms of the Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing signed by the party sought to be bound by the waiver, amendment or modification.
- B. This Agreement is not binding unless approved in writing by an Authorized Representative of each Party. In the event of failure of approval, the only liability of either party shall be to return to the other the amount, if any, paid upon signing of this Agreement.
- C. Upon approval of this Agreement by both Parties it will supersede the 2014 Agreement.

24. Presumptions.

This Agreement is the result of negotiations between the Parties, each of whom was represented by counsel. No Party may claim or enjoy any presumption with regard to the interpretation of this Agreement based on its draftsmanship.

25. Miscellaneous Provisions.

A. Fees. St. Francis and Oak Creek each agree not to charge the other any other or additional fees for the services each provides under this Agreement.

B. Notice.

i. Any notice required to be given under this Agreement shall be given by regular mail or personal delivery to the other municipality at the following addresses:

| | |
|-----------------------------|-----------------------|
| Oak Creek: | St. Francis: |
| City Administrator | City Administrator |
| City of Oak Creek | City of St. Francis |
| 8040 S. 6 th St. | 3400 E. Howard Ave. |
| Oak Creek, WI 53154 | St. Francis, WI 53235 |

ii. Should any of the information listed in the preceding paragraph change, the affected municipality shall notify the other within a reasonable time of such change.

C. Each municipality controls its own personnel. It is expressly understood and agreed that Oak Creek and St. Francis shall have complete control over its respective personnel in the provision of all services under this Agreement. Center personnel are exclusively the personnel of the City of Oak Creek.

D. Modification of Terms. Any of the terms of this agreement may only be modified or changed by mutual written agreement of the parties.

26. Authority

The Undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective Parties and any member municipalities thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth below.

CITY OF OAK CREEK

By: _____
Daniel Bukiewicz Date
Title: Mayor

Attest: _____
Catherine Roeske
Title: City Clerk

CITY OF ST. FRANCIS

By: _____
Ken Tutaj _____ Date
Title: Mayor

Attest: _____
Anne B. Uecker,
Title: City Clerk/Treasurer

CONSOLIDATED DISPATCH - PERSONNEL COST ALLOCATION METHODOLOGY

Equalized Value - All Properties

| EV Year | Budget Year | Oak Creek | | South Milwaukee | | St. Francis | | TOTAL | |
|---------|-------------|---------------|--------|-----------------|--------|-------------|--------|---------------|---------|
| | | Amount | % | Amount | % | Amount | % | Amount | % |
| 2021 | 2022 | 4,618,317,600 | 67.72% | 1,443,401,500 | 21.16% | 758,155,300 | 11.12% | 6,820,184,400 | 100.00% |
| 2022 | 2023 | 5,226,696,500 | 67.03% | 1,713,241,100 | 21.97% | 857,817,100 | 11.00% | 7,797,854,700 | 100.00% |
| 2023 | 2024 | 5,531,211,200 | 66.17% | 1,843,393,600 | 22.05% | 985,075,100 | 11.78% | 8,359,679,900 | 100.00% |

Source: WI Department of Revenue Statement of Changes in Equalized Value

2021-2023 Average **5,125,408,433** **66.92%** **1,666,678,733** **21.74%** **867,152,500** **11.32%** **7,659,239,667** **100.00%**

Population

| Pop. Year | Budget Year | Oak Creek | | South Milwaukee | | St. Francis | | TOTAL | |
|-----------|-------------|-----------|--------|-----------------|--------|-------------|--------|--------|---------|
| | | Amount | % | Amount | % | Amount | % | Amount | % |
| 2021 | 2022 | 37,608 | 55.18% | 20,743 | 30.43% | 9,811 | 14.39% | 68,162 | 100.00% |
| 2022 | 2023 | 37,374 | 55.59% | 20,703 | 30.79% | 9,156 | 13.62% | 67,233 | 100.00% |
| 2023 | 2024 | 38,174 | 56.34% | 20,526 | 30.29% | 9,059 | 13.37% | 67,759 | 100.00% |

Source: WI Department of Administration Population Estimates

2021-2023 Average **37,719** **55.70%** **20,557** **30.50%** **9,342** **13.80%** **67,718** **100.00%**

Call Volume

| Call Volume Year | Budget Year | Oak Creek | | South Milwaukee | | St. Francis | | TOTAL | |
|------------------|-------------|-----------|--------|-----------------|--------|-------------|--------|--------|---------|
| | | Amount | % | Amount | % | Amount | % | Amount | % |
| 2020 | 2021 | 30,838 | 53.52% | 16,012 | 27.79% | 10,755 | 18.69% | 57,616 | 100.00% |
| 2021 | 2023 | 33,308 | 54.41% | 16,303 | 26.52% | 11,610 | 18.96% | 61,221 | 100.00% |
| 2022 | 2024 | 32,409 | 54.64% | 15,681 | 26.44% | 11,219 | 18.92% | 59,309 | 100.00% |

Source: City of Oak Creek Dispatch Center

2020-2022 Average **32,185** **54.20%** **15,999** **26.94%** **11,199** **18.86%** **59,383** **100.00%**

Consolidated Dispatch Fund - 2024 Personnel Budget

\$2,877,178.00

One-Third of the 2024 Personnel Budget

\$959,059.33

| Category | Oak Creek | South MKE | St. Francis | Total |
|-----------------|-----------------------|---------------------|---------------------|-----------------------|
| EV | \$641,802.51 | \$208,691.31 | \$108,565.52 | \$959,059.34 |
| Population | \$534,196.04 | \$292,513.10 | \$132,350.19 | \$959,059.33 |
| Call Volume | \$519,810.16 | \$258,370.58 | \$120,878.59 | \$959,059.33 |
| Subtotal | \$1,695,808.71 | \$759,574.99 | \$421,794.30 | \$2,877,178.00 |

* 5/5/4 Staffing Model

CONSOLIDATED DISPATCH - IT COST ALLOCATION METHODOLOGY

| Name | Vendor | Frequency | Category | Cost Share | Expected 2024 Cost w/ SM | Total 2023 Cost | Per Item Cost | OC Cost | STF Cost | SM Cost | Total Licenses | OC PD | OC FD | STFPD | STFFD | SMPD | SMFD |
|-----------------------------------|---------------|-----------|---------------|--|--------------------------|-------------------|---------------|---------|----------|---------|----------------|-----------|------------|-----------|-----------|------|------|
| PrimeAlert 128 (Adv) | Location | Annual | Support | Self-Service Among # of Municipalities | \$ 271 | \$ 271 | \$ 271 | | | | | | | | | | |
| PrimeAlert 128 (Adv) | Location | Annual | Support | Self-Service Among # of Municipalities | \$ 1,283 | \$ 1,283 | \$ 1,283 | | | | | | | | | | |
| PrimeAlert Audio DB (Adv) | Location | Annual | Support | Self-Service Among # of Municipalities | \$ 1,434 | \$ 1,434 | \$ 1,434 | | | | | | | | | | |
| PrimeAlert Audio DB (Adv) | Location | Annual | Support | Self-Service Among # of Municipalities | \$ 1,855 | \$ 1,855 | \$ 1,855 | | | | | | | | | | |
| PrimeAlert Audio DB (Adv) | Location | Annual | Support | Self-Service Among # of Municipalities | \$ 2,149 | \$ 2,086 | \$ 2,149 | | | | | | | | | | |
| PrimeAlert Station Software | Location | Annual | Support | Self-Service Among # of Municipalities | \$ 341 | \$ 341 | \$ 341 | | | | | | | | | | |
| PrimeAlert Station Software | Location | Annual | Support | Self-Service Among # of Municipalities | \$ 2,558 | \$ 2,558 | \$ 2,558 | | | | | | | | | | |
| PrimeAlert Station Software | Location | Annual | Support | Self-Service Among # of Municipalities | \$ 2,615 | \$ 2,615 | \$ 2,615 | | | | | | | | | | |
| Intelligent Audio Switch | Location | Annual | Support | Per Item | \$ 427 | \$ 427 | \$ 427 | | | | | | | | | | |
| Intelligent Audio Switch | Location | Annual | Support | Per Item | \$ 593 | \$ 475 | \$ 593 | | | | | | | | | | |
| Reader Board | Location | Annual | Support | Per Item | \$ 1,488 | \$ 1,156 | \$ 1,488 | | | | | | | | | | |
| Reader Board | Location | Annual | Support | Per Item | \$ 541 | \$ 420 | \$ 541 | | | | | | | | | | |
| Reader Board | Location | Annual | Support | Per Item | \$ 384 | \$ 240 | \$ 384 | | | | | | | | | | |
| Reader Board | Location | Annual | Support | Per Item | \$ 191 | \$ 170 | \$ 191 | | | | | | | | | | |
| Phoenix CAD WDA RMS | ProPhoenix | Annual | Support | Self-Service Among # of Municipalities | \$ 78,175 | \$ 78,000 | \$ 78,175 | | | | | | | | | | |
| Phoenix CAD WDA RMS | ProPhoenix | Annual | Support | Self-Service Among # of Municipalities | \$ 23,773 | \$ 23,773 | \$ 23,773 | | | | | | | | | | |
| Google Maps (49 Active Fleet) | ProPhoenix | Annual | Support | Per Item | \$ 5,517 | \$ 4,160 | \$ 5,517 | | | | | | | | | | |
| LAD to ImageTrend Interface | ProPhoenix | Annual | Support | Per Item | \$ 1,139 | \$ 1,689 | \$ 1,139 | | | | | | | | | | |
| LAD to ImageTrend Interface | ProPhoenix | Annual | Support | Per Item | \$ 1,143 | \$ 1,143 | \$ 1,143 | | | | | | | | | | |
| LAD to ImageTrend Interface | ProPhoenix | Annual | Support | Per Item | \$ 883 | \$ 558 | \$ 883 | | | | | | | | | | |
| LAD to ImageTrend Interface | ProPhoenix | Annual | Support | Per Item | \$ 1,892 | \$ 1,892 | \$ 1,892 | | | | | | | | | | |
| Dak Creek PD DA Protect Interface | ProPhoenix | Annual | Support | Per Item | \$ 2,009 | \$ 1,951 | \$ 2,009 | | | | | | | | | | |
| Dak Creek PD DA Protect Interface | ProPhoenix | Annual | Support | Per Item | \$ 1,444 | \$ 360 | \$ 1,444 | | | | | | | | | | |
| ProPhoenix Support | ProPhoenix | Annual | Subscription | Per Item | \$ 12,781 | \$ 8,000 | \$ 12,781 | | | | | | | | | | |
| ProPhoenix Support | ProPhoenix | Annual | Subscription | Per Item | \$ 3,971 | \$ 3,971 | \$ 3,971 | | | | | | | | | | |
| ProPhoenix Support | ProPhoenix | Annual | Subscription | Per Item | \$ 2,000 | \$ 2,000 | \$ 2,000 | | | | | | | | | | |
| 311 Software | AT&T | Annual | Software | Self-Service Among # of Municipalities | \$ 33,000 | \$ 33,000 | \$ 33,000 | | | | | | | | | | |
| 311 Terminal | AT&T | Annual | Software | Self-Service Among # of Municipalities | \$ 1,400 | \$ 1,400 | \$ 1,400 | | | | | | | | | | |
| 311 ATAT Connectors | AT&T | Annual | Subscription | Self-Service Among # of Municipalities | \$ 4,200 | \$ 4,200 | \$ 4,200 | | | | | | | | | | |
| Recording Server Software | Midwest Fiber | Annual | Software | Self-Service Among # of Municipalities | \$ 1,000 | \$ 1,000 | \$ 1,000 | | | | | | | | | | |
| Recording Server Software | Midwest Fiber | Annual | Software | Self-Service Among # of Municipalities | \$ 3,000 | \$ 3,000 | \$ 3,000 | | | | | | | | | | |
| Radio Link (WCRS) | Midwest Fiber | Annual | Contractivity | Self-Service Among # of Municipalities | \$ 5,047 | \$ 4,900 | \$ 5,047 | | | | | | | | | | |
| Radio Link (WCRS) | Midwest Fiber | Annual | Contractivity | Self-Service Among # of Municipalities | \$ 1,411 | \$ 1,383 | \$ 1,411 | | | | | | | | | | |
| Radio Link (WCRS) | Midwest Fiber | Annual | Contractivity | Self-Service Among # of Municipalities | \$ 4,315 | \$ 4,175 | \$ 4,315 | | | | | | | | | | |
| SSECC Domain | CloudBees | Annual | Software | Self-Service Among # of Municipalities | \$ 11 | \$ 11 | \$ 11 | | | | | | | | | | |
| Backup Software** | CloudBees | Annual | Software | Self-Service Among # of Municipalities | \$ 9,392 | \$ 9,392 | \$ 9,392 | | | | | | | | | | |
| Total | | | | | \$ 353,823 | \$ 183,881 | | | | | 275 | 92 | 101 | 36 | 36 | | |

EXHIBIT C

CITY OF OAK CREEK
2024 EXECUTIVE DRAFT BUDGET

| GL NUMBER | DESCRIPTION | 2024 RECOMMENDED BUDGET | COST ALLOCATION CATEGORY |
|--|--------------------------------|-------------------------------|--------------------------------|
| DIRECT EMPLOYEE COSTS | | | |
| 55-60-41-10000 | SALARIES, FULL TIME | 1,431,760 | PERSONNEL |
| 55-60-41-11000 | SALARIES, OVERTIME | 35,000 | PERSONNEL |
| 55-60-41-12000 | SPECIAL PAY ALLOWANCES | 3,000 | PERSONNEL |
| 55-60-41-13000 | RETIREMENT | 99,288 | PERSONNEL |
| 55-60-41-13500 | SOCIAL SECURITY | 110,081 | PERSONNEL |
| 55-60-41-15000 | INSURANCE - ACTIVE HEALTH | 361,685 | PERSONNEL |
| 55-60-41-16000 | INSURANCE - WORKMANS COMP | 3,124 | PERSONNEL |
| 55-60-41-16500 | INSURANCE - DISABILITY | 5,557 | PERSONNEL |
| 55-60-41-17000 | INSURANCE - DENTAL | 27,073 | PERSONNEL |
| 55-60-41-17500 | INSURANCE - GROUP LIFE | 2,250 | PERSONNEL |
| 55-60-41-18000 | LONGEVITY | 1,200 | PERSONNEL |
| 55-60-41-18500 | SECTION 125 EXPENSES | 1,100 | PERSONNEL |
| | DIRECT EMPLOYEE COSTS | 2,081,118 | PERSONNEL |
| INDIRECT EMPLOYEE COSTS | | | |
| 55-60-42-20000 | TRAVEL/TRAINING | 6,500 | PERSONNEL |
| 55-60-42-20500 | RECRUITMENT/TESTING/PHYSICALS | 4,750 | PERSONNEL |
| 55-60-42-21500 | CLOTHING MAINTENANCE | 600 | PERSONNEL |
| 55-60-42-22500 | RECOGNITION | 500 | PERSONNEL |
| 55-60-42-22600 | EMPLOYEE WELLNESS | 3,200 | PERSONNEL |
| | INDIRECT EMPLOYEE COSTS | 15,550 | PERSONNEL |
| UTILITY COST | | | |
| 55-60-43-31500 | TELEPHONE | 5,651 | OPERATING |
| | UTILITY COST | 5,651 | OPERATING |
| SUPPLIES | | | |
| 55-60-44-40000 | OFFICE SUPPLIES | 2,632 | OPERATING |
| 55-60-44-42000 | QUES AND PUBLICATIONS | 380 | OPERATING |
| 55-60-44-46000 | MINOR EQUIPMENT | 3,168 | OPERATING |
| 55-60-44-49500 | MISCELLANEOUS | 2,643 | OPERATING |
| | SUPPLIES | 8,823 | OPERATING |
| OTHER SERVICES | | | |
| 55-60-45-55100 | DATA SERVICES | - | IT |
| 55-60-45-55200 | ANNUAL LICENSE/SUPPORT FEES | 244,493 | IT |
| 55-60-45-55300 | COUNTY FEES (FATPOT) | - | IT |
| | OTHER SERVICES | 244,493 | IT |
| MAINTENANCE | | | |
| 55-60-46-60000 | OFFICE EQUIP MAINTENANCE | 4,400 | OPERATING |
| 55-60-46-61000 | RADIO MAINTENANCE | 5,000 | OPERATING |
| | MAINTENANCE | 9,400 | OPERATING |
| TOTAL APPROPRIATIONS | | \$2,365,035 | |
| OPERATING COST PER JURISDICTION | | \$7,958 | |

2024 CONSOLIDATED DISPATCH BUDGET - DISPATCH CENTER COST PER AGENCY

5/5/4 STAFFING MODEL

| ITEM | OAK CREEK | SOUTH MILWAUKEE | ST. FRANCIS | TOTAL |
|--|-----------------------|---------------------|---------------------|-----------------------|
| DISPATCH CENTER PERSONNEL COSTS (EXHIBIT A) | \$1,895,808.71 | \$759,574.99 | \$421,794.30 | \$2,877,178.00 |
| DISPATCH CENTER INFORMATION TECHNOLOGY COSTS (EXHIBIT B) | \$106,786.00 | \$80,688.00 | \$81,350.00 | \$268,824.00 |
| DISPATCH CENTER OPERATING COSTS (EXHIBIT C) | \$7,958.00 | \$7,958.00 | \$7,958.00 | \$23,874.00 |
| Total | \$1,810,552.71 | \$848,220.99 | \$511,102.30 | \$3,169,876.00 |

For Illustrative Purposes Only



COMMON COUNCIL REPORT

Item: A Resolution Approving the Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and City of South Milwaukee for Police, Ambulance, and Fire Related Dispatch Services.

Recommendation: That the Common Council adopts Resolution No. 12461-121923, A Resolution Approving the Amendment to the Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and City of South Milwaukee for Police, Ambulance, and Fire Related Dispatch Services.

Fiscal Impact: An intergovernmental agreement (IGA) between the City of Oak Creek and City of South Milwaukee for dispatch services will add capacity and increase resiliency at the Dispatch Center. Adding a third jurisdiction to the Dispatch Center will increase economies of scale that will result in cost-efficiencies, especially for large capital purchases.

- 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: In the fall of 2021, City of South Milwaukee officials expressed a desire to partner with other jurisdictions for dispatch services.

In April of 2022, City of Oak Creek and City of South Milwaukee officials met to discuss the possibility of the City of South Milwaukee receiving dispatch services from the City of Oak Creek through the Dispatch Center. At that time, City of Oak Creek officials presented the results of a personnel and IT needs assessment to add the City of South Milwaukee as a partner to the Dispatch Center. Additionally, City of Oak Creek officials presented a projected Dispatch Center budget and six cost allocation methodologies on how to share cost among the jurisdictions in an equitable manner.

In July of 2022, City of Oak Creek and City of South Milwaukee officials met again and reached mutual agreement on the following cost allocation methodology should the City of South Milwaukee pursue dispatch services with the City of Oak Creek’s Dispatch Center. The cost allocation methodology is as follows:

- o Allocate all operating costs based on the City of Oak Creek’s adopted Dispatch Center Budget;
- o Allocate personnel costs based on a methodology of a three-year average of each jurisdiction’s equalized value, population, and call volume;

-
- o Allocate IT costs based on the number of jurisdictions receiving services from the Dispatch Center or by actual use by each jurisdiction; and
 - o Allocate the remaining operating costs based on the number of jurisdictions receiving services from the Dispatch Center.

As City of South Milwaukee officials contemplated next steps, City of Oak Creek officials presented City of St. Francis terms for a new, ten-year intergovernmental agreement (IGA) for dispatch services that incorporated the cost allocation methodology outlined above. City of Oak Creek and City of St. Francis officials negotiated a new, ten-year IGA for dispatch services, which would serve as the basis for any IGA with the City of South Milwaukee.

In October of 2023, City of Oak Creek and City of South Milwaukee officials met to reengage in conversations about the possibility of the City of South Milwaukee receiving dispatch services from the City of Oak Creek through the Dispatch Center. At that time, City of South Milwaukee officials expressed their desire to pursue an IGA for dispatch services with the City of Oak Creek. After brief negotiations, the parties reached agreement on an eleven-year IGA in December of 2023. The City of South Milwaukee's IGA is for eleven years effective January 1, 2024, with dispatch services commencing on January 1, 2025.

On December 12, 2023, the South Milwaukee Common Council approved the IGA and now we are asking the Oak Creek Common Council to do the same.

Options/Alternatives: The Common Council could reject the IGA with the City of South Milwaukee; however, that will result in reduced capacity and less resiliency than if the Dispatch Center serves three jurisdictions.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagrin, MPA
Assistant City Administrator / Comptroller

Attachments:

- Resolution No. 12461-121923
- Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and City of South Milwaukee for Police, Ambulance, and Fire Related Dispatch Services

RESOLUTION NO. 12461-121923

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
PURSUANT TO WIS. STAT. § 66.0301 BETWEEN THE CITY OF OAK CREEK AND
THE CITY OF SOUTH MILWAUKEE FOR POLICE, AMBULANCE AND FIRE RELATED
DISPATCH SERVICES

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Intergovernmental Agreement Pursuant to Wis. Stat. § 66.0301 Between the City of Oak Creek and the City of South Milwaukee for Police, Ambulance and Fire Related Dispatch Services (the "Agreement") is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Agreement and the City Clerk to attest to same.

BE IT FURTHER RESOLVED that technical corrections or amendments to the Agreement that do not substantively change the terms and that are approved by the Assistant City Administrator/Comptroller and City Attorney are hereby authorized.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2023.

Passed and adopted this ____ day of _____.

Common Council President Kenneth Gehl

Approved this ____ day of _____.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

DRAFT INTERGOVERNMENTAL AGREEMENT
PURSUANT TO WIS. STAT. § 66.0301
BETWEEN THE CITY OF OAK CREEK
AND THE CITY OF SOUTH MILWAUKEE
FOR POLICE, AMBULANCE AND FIRE RELATED DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made by and between the City of Oak Creek, Milwaukee County, Wisconsin (“Oak Creek”), and the City of South Milwaukee, Milwaukee County, Wisconsin (“South Milwaukee”) (collectively, the “Parties”), pursuant to § 66.0301 of the Wisconsin Statutes (the “Agreement”).

RECITALS

- A. South Milwaukee and Oak Creek are municipal corporations organized and existing under the laws of the State of Wisconsin. They are also authorized to contract with one another for the receipt or furnishing of services under § 66.0301 of the Wisconsin Statutes; and
- B. Oak Creek and South Milwaukee each operate a Municipal Police Department and a Municipal Fire Department that provides fire and emergency medical services (“EMS”); and
- C. Oak Creek provides emergency medical paramedic services to its residents using personnel of the Oak Creek Fire Department, and South Milwaukee provides emergency medical paramedic services to its residents using personnel of the South Milwaukee Fire Department; and
- D. Oak Creek, via its Dispatch Center (the “Center”), currently provides dispatch services to support Oak Creek’s and St. Francis’ respective police, fire, and EMS operations (including but not limited to emergency medical paramedic services), whereas South Milwaukee provides dispatch services to support their own police, fire, and EMS operations (including but not limited to emergency medical paramedic services); and
- E. In order to experience reduced costs, increased efficiencies, and more resiliency resulting from combined dispatch services, the Parties wish to enter into this Agreement to establish terms under which South Milwaukee will purchase dispatch services from Oak Creek for all of its police, fire, and emergency medical services; and
- F. Both South Milwaukee and Oak Creek seek by means of this Agreement to more specifically define their respective rights and responsibilities regarding Oak Creek’s provision of police, fire and EMS dispatch services to South Milwaukee (the “Services”).

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals.

The foregoing Recitals are hereby incorporated within, and made a part of this Agreement, as if fully restated herein.

2. Provision of Dispatch Services.

A. Obligations of Oak Creek.

- i. Oak Creek shall provide items related to hardware and software required to provide the Services, including but not limited to E911, consoles and periodic upgrades, reprogramming, logging recorder upgrades, computer programming services, telephone upgrades, and other costs associated directly with dispatch operations through the Center.
- ii. The Center shall provide police, fire, and EMS dispatch services to South Milwaukee on a 24-hour per day basis throughout the term of this Agreement, including but not limited to the following:
 - a. The Center shall receive and record information pertaining to requests for South Milwaukee police, fire and/or EMS services.
 - b. The Center shall provide dispatch and related services to the South Milwaukee Police and/or Fire Department and broadcast information to South Milwaukee emergency services personnel on such frequencies as may be assigned to South Milwaukee from time-to-time.
 - c. The Center shall monitor one (1) Oak Creek Police, one (1) Police radio channel per contracting jurisdiction, and one (1) combined Fire/EMS radio channel serving Oak Creek and the contracting jurisdictions, as the dedicated Center radio channels.
 - d. Notwithstanding the provisions of Section 2(A)(ii)(c), during a period of urgent or emergent circumstances as reasonably determined by the dispatch supervisor, one or more of such radio channel(s) may need to be shared between Police agencies and/or Fire/EMS services on a temporary basis during the period of the urgent or emergent circumstances. The Center shall provide notice prior to and at the conclusion of any temporary consolidation of channels and shall complete any such radio channel "patch" and "un-patch" within the Center and shall not require anything additional from the Services.
 - e. The Center shall receive acknowledgment of alert and emergency information.
 - f. The Center shall refer non-emergency calls to such non-emergency telephone number(s) as designated by South Milwaukee from time-to-time.
 - g. Following receipt of an after-hours emergency contact initiated from South Milwaukee City Hall, the Center shall respond pursuant to protocols established by South Milwaukee from time-to-time and monitor video surveillance channels of the South Milwaukee City Hall lobby, panic room, and the emergency contact line established by South Milwaukee until law enforcement personnel dispatched in response to

the after-hours emergency contact have arrived on scene and acknowledged that surveillance may be discontinued.

- iii. The Center shall provide South Milwaukee with the same level of quality, attention, and professional dispatch services that are provided to Oak Creek.
- iv. Oak Creek shall be responsible for all personnel matters for the Center employees concerning services provided to South Milwaukee (including, but not limited to, the hiring, training, compensation, and supervision of personnel for the Center) subject to the following:
 - a. All four (4) full-time dispatchers employed by South Milwaukee as of the date of approval of this Agreement, who apply for dispatcher positions with Oak Creek, shall be provided the opportunity for employment as dispatchers with the Oak Creek Police Department. Such employment shall be subject to review of qualifications of individual applicants by the Oak Creek Chief of Police or their designee. South Milwaukee and Oak Creek shall agree as to the appropriate time to make and accept such application(s). Any such offers of employment by Oak Creek shall be determined after the effective date of this Agreement and prior to the commencement of dispatch services provided by Oak Creek to South Milwaukee.
 - b. Oak Creek shall have authority to provide shift staffing of its dispatch operations at the level which Oak Creek determines to be reasonably necessary to provide the Services in a manner consistent with the requirements of this Agreement on a 24/7 basis.
 - c. Oak Creek's Chief of Police or their designee shall have authority to make all final decisions regarding dispatch procedures consistent with the terms of this Agreement.
- v. Oak Creek will maintain financial records, accounts payable and accounts receivable; determine cost distributions under this Agreement; receive and disburse funds; provide payroll and benefit administration; and negotiate and administer collective bargaining agreements, if any.
- vi. In the event that the Oak Creek dispatch services are interrupted, suspended or otherwise not available, such dispatch services shall be provided by an alternate agency as designated by Oak Creek without additional cost to South Milwaukee.

B. Obligations of South Milwaukee.

- i. South Milwaukee shall, at its sole cost and expense, establish and maintain connection of designated emergency telephone lines to Oak Creek telephone equipment located at the Center.

- ii. South Milwaukee shall, at its sole cost and expense, provide and maintain non-emergency Police and Fire Department telephone lines.
- iii. South Milwaukee shall, at its sole cost and expense, acquire and maintain two-way radio equipment suitable for communication with the Center during the term of this Agreement.
- iv. South Milwaukee shall furnish Oak Creek with any special instructions or other information required to effectively provide police, fire and EMS dispatch services.
- v. South Milwaukee Police, Fire and EMS shall keep the Center informed of their current status and of any changes in operating procedures that may impact the Services provided under this Agreement.

3. Term of Agreement.

- A. The initial term of this Agreement shall be ten (11) years and, thereafter, it shall automatically renew for ten-year increments, unless terminated by one of the parties as herein provided. The Parties anticipate that the provision of dispatch services by Oak Creek to South Milwaukee will commence on or about January 1, 2025.
- B. Oak Creek shall meet with South Milwaukee at least one (1) year prior to the expiration of the initial term and any subsequent term of this Agreement to identify necessary adjustments to this Agreement for the provision of continued, uninterrupted Services or afford alternative service delivery options for review by South Milwaukee.
- C. This Agreement shall initially take effect on January 1, 2024 and shall terminate on December 31, 2034 unless otherwise extended or terminated in accordance with the terms of this Agreement.
- D. During the initial or any subsequent term, South Milwaukee or Oak Creek may, upon three-years' written notice, notify the other Party of its intent to terminate this Agreement, for any reasons, at the conclusion of that initial or any subsequent term. The period of time from the date of the notice of termination through the effective date of the termination of the Agreement shall be known as "Withdrawal Notice Period".
- E. If South Milwaukee terminates this Agreement, it shall remain obligated for its share of any debt service (principal and interest) that has accrued under the terms of this Agreement prior to such effective date of termination unless another individual or entity assumes such debt provided, however, that the obligation to pay debt service shall not apply to any new debt incurred by Oak Creek during South Milwaukee's Withdrawal Notice Period. South Milwaukee shall not be entitled to any Center services, regardless of outstanding debt service (principal and interest) payment responsibility incurred while a Party to this Agreement, after the effective date of termination of this Agreement.

4. Information Technology Support and Services.

- A. All technical costs, software costs, hardware costs and/or work required to commence the provision of dispatch services are at the sole cost of South Milwaukee.

- B. South Milwaukee currently contracts with Oak Creek for IT services through a separate Intergovernmental Agreement (IGA). Oak Creek is solely responsible for South Milwaukee IT services so long as the separate IGA is in effect.
- C. Information Technology ("IT") support and services provided by Oak Creek and its service providers under the fixed costs of this Agreement and as outlined in Exhibit B shall be limited to the following:
 - i. Maintaining, patching, updating, and replacing of Oak Creek-owned and/or hosted systems associated with dispatch services.
 - ii. Backing up data stored on Oak Creek-owned and/or hosted systems associated with dispatch services.
 - iii. In cooperation with South Milwaukee IT, Oak Creek IT shall assist South Milwaukee IT with connectivity instructions to access Oak Creek-owned and/or hosted systems associated with dispatch services and ensuring access to necessary third-party patches or updates that are not reasonably attainable by South Milwaukee as required to operate the software needed for dispatch services.
 - iv. Providing Criminal Justice Information Services ("CJIS") data handling and security information when requested.
- D. The Parties agree to work in good faith to identify potential technical and operational issues and to identify solutions to any identified issues associated with the services.
- E. Except as otherwise provided in Section 4(C), Oak Creek IT shall not support or make changes to software and/or hardware that is owned or operated by South Milwaukee. All IT services and support, outside of the scope of this Agreement, would require a separate agreement between the Parties prior to the provision of any services or support.
- F. The Oak Creek IT Manager, or their designee, reserves the right to terminate or block a connection, Internet Protocol (IP) address or endpoint if he or she reasonably determines that it is malicious or improperly configured such that it is negatively affecting operations or poses an increased cybersecurity risk. Dependent on the nature and extent of the increased risk to operations, Oak Creek shall provide reasonable notice to South Milwaukee prior to taking any actions to terminate or block any connection, IP address or endpoint and shall provide a reasonable amount of time for remediation by South Milwaukee before any action is taken to block or terminate any connection IP address or endpoint. Additionally, Oak Creek reserves the right to terminate or block a connection, IP address or endpoint if it is knowingly violating CJIS policy. Dependent on the infraction of policy, Oak Creek will provide reasonable notice to South Milwaukee beforehand and allow reasonable time for remediation prior to taking any action to terminate or block any connection IP address or endpoint. Ultimately, Oak Creek reserves the right to terminate, or block a connection at any time that the Oak Creek IT Manager determines such action is reasonably necessary to protect the Center and its connected endpoints from an unreasonable increased risk of potential damage, degradation of service, downtime or liability.

5. Committees

A. Operations Advisory Committee.

An Operations Advisory Committee shall be established for the purpose of providing input and reviewing recommendations on operational and procedural matters for the operation of the Center. The Committee shall also assist with developing a strategic plan outlining the development and operation of the Center.

- i. The Operations Advisory Committee shall consist of a Police and Fire representative and an IT representative of each of the Parties and a Center representative.
- ii. Operations Advisory Committee meetings shall be scheduled quarterly; however, they may be scheduled more or less frequently depending on the needs of that Committee.

B. Executive Committee.

An Executive Committee shall be established for the purpose of reviewing recommendations and providing input from the Operations Advisory Committee.

- i. The Executive Committee shall consist of the Police and Fire Chiefs of Oak Creek as well as the Police and Fire Chiefs of each Party contracting with Oak Creek for dispatch services from the Center.
- ii. Executive Committee meetings shall be held at least once annually, and at such other times at the call of the Oak Creek or South Milwaukee Police Chief or upon the written request of the Operations Advisory Committee.

C. Budgetary Committee.

A Budgetary Committee shall be established for the purpose of reviewing the feasibility of implementing recommendations from the Executive Committee into the Center's upcoming budget cycle, establishing priorities, and reviewing and providing a recommendation concerning the amount of the Center's operations and capital budget to be presented to the Oak Creek Common Council for approval, and determining each Party's cost share for the upcoming year.

- i. The Budgetary Committee shall consist of the City Administrator and Police and Fire Chiefs of Oak Creek (or their respective designees) as well as the City Administrator and Police and Fire Chiefs (or their respective designees) of each Party contracting with Oak Creek for dispatch services from the Center.
- ii. The Budgetary Committee shall meet as needed and at least once between July 1, and September 30, annually to review and recommend the Center's proposed budget as well as variables in the cost allocation methodology that will determine the cost share for the upcoming year.

6. Charges

A. Fees.

- i. South Milwaukee shall pay Oak Creek fees for the Services provided under this Agreement as set forth in this Section 6. Such fees shall encompass operations, information technology, and personnel costs of the Center as set forth in this Section.
- ii. The Parties agree to allocate costs among the Parties based on the City of Oak Creek's approved annual operating budget for the Center each year.
- iii. The Parties agree that, except as otherwise provided in Section 6.B. of this Agreement, the Center's annual operating budget shall be classified as either Personnel Costs, Information Technology ("IT") Costs, or Operating Costs. The cost allocation methodology to be used for each such cost is detailed below:
 - a. Personnel Costs shall be allocated among the Parties based on their combined average percentages of a three-year rolling average of each municipality's (a) total equalized assessed value, as certified by the Wisconsin Department of Revenue; (b) population estimate, as provided for by the Wisconsin Department of Administration (DOA); and (c) call volume (Police and Fire/EMS Calls for Service in ProPhoenix or any successor report management system) as determined by the Center. [E.g., If South Milwaukee's 3-year average percentage of assessed value equals 14%, its 3-year average population equals 20%, and its 3-year average call volume is 26%, the formula for determining South Milwaukee's percentage share for Personnel Costs for the upcoming year will be $(14\%+20\%+26\%)/3=20\%$]. The Center's Personnel Costs are shown in Exhibit A yearly.
 - b. IT Costs shall, where possible, be allocated among the Parties based on their individual use of the IT service (e.g., costs for licenses that are incurred based upon the number of personnel/vehicles being serviced by a Party). Any other IT Costs that are necessary for Center operations that are not specific to any municipality (e.g., ProPhoenix license) shall be split equally among the Parties that utilize the Center for dispatch services. IT Costs for the Center shall be itemized in Exhibit B together with the cost and allocation for each such cost.
 - c. Operating Costs shall be allocated equally among the Parties based on the number of Parties utilizing the Center for dispatch services. Center Operating Costs, which consist of Utility, Supplies and Maintenance Costs, shall be itemized and allocated in Exhibit C.
 - d. Exhibits A, B, and C shall be updated annually upon adoption of the Center's annual operating budget by the Oak Creek Common Council.
- iv. The total cost to each Party under Section (6)A, is the sum of Personnel Costs, IT Costs and Operating Costs per Party using the cost methodologies above and as shown in Exhibit D provided, however, that:
 - a. The total cost to South Milwaukee shall not increase by more than one hundred fifty percent (150%) over the course of the initial term or any renewal term.

- b. Any increase in cost(s) otherwise assessable to South Milwaukee under this Agreement that result from express requests by South Milwaukee for a change or increase in services shall not be included in calculating the 150% limitation in subsection (a), above.
- c. The parties agree that South Milwaukee may agree to waive its rights under subsection (a) from time to time with respect to increased costs imposed on Oak Creek as a result of changes from vendors that are outside of the control of Oak Creek or changes to state or federal statutes or regulations that require change(s) to the operation of the Center. For purposes of illustration only, and not limited to the following examples, changes to the operation of the Center resulting from changes to state or federal statutes or regulations may arise from matters such as reclassification of dispatch employees to protective status that requires an adjustment to Wisconsin Department of Employee Trust Fund and/or Wisconsin Retirement System benefits, E911 and related emergency telephone systems or information technology upgrades, and/or other federal, state or local agency information sharing agreements. Similarly, by way of illustration only, increased vendor costs outside of the City of Oak Creek's control may include, but would not be limited to, increased costs from software changes and/or increased costs for equipment required for hosting or required movement to cloud-based systems.
- v. The Center's annual operating budget and cost allocation methodology for Exhibits A, B, C, and D shall be updated if Oak Creek enters into any agreement by which the Center provides Services to any additional municipality or agency.

B. Additional/Variable Costs.

- i. In addition to the fees for services set forth in subsection (A) above, Oak Creek shall invoice South Milwaukee for its proportionate share of the additional costs necessary to establish and operate the Center, which costs may include:
 - a. Software licenses, upgrades, and annual maintenance costs; and
 - b. Uninterruptable Power Sources (UPS), Servers, and other required computer equipment to run the Center; and
 - c. New or additional equipment, technology upgrades and advancement, or other non-personnel costs.
 - d. Costs for additional IT Services costs pursuant to subsection 4.C. above.
- ii. For additional/variable costs not expressly identified in Exhibits A through C, Oak Creek and South Milwaukee agree to cooperate in discussions under Section 5 of this Agreement concerning the desirability, necessity, timing, acquisition, and implementation of such cost items, including but not limited to capital costs.

- iii. Any grant(s) received by or on behalf of any of the Parties for Center services or capital costs shared by both Parties will be applied to the total cost before any allocation of costs between the Parties under this Agreement. Additionally, any savings or other revenue that may be obtained from any source for costs for additional/variable cost items that are not identified in Exhibits A through C shall be allocated between the Parties on the following basis:
 - a. Costs specifically attributable to South Milwaukee (e.g., individual or vehicle radios) shall be assessed and billed to South Milwaukee;
 - b. Costs specifically attributable to Oak Creek (e.g., individual or vehicle radios) shall be assessed and paid by Oak Creek;
 - c. Costs for items mutually needed shall be assessed between the Parties on the basis of the formula set forth in either Exhibit A, B, and/or C, as applicable, which the Parties agree is an equitable basis for such assessments.
- iv. If South Milwaukee schedules events or tasks that shall require more than typical dispatch resources from the Center, and South Milwaukee fails to provide sufficient notice to the Center to schedule additional employee(s) for the shift(s) encompassed by such event, then South Milwaukee shall be billed for the actual hours at the prevailing overtime rate for those employees. Such events or tasks shall be scheduled with the Center Manager at least two (2) weeks in advance, which shall be deemed to constitute sufficient notice for purposes of this subsection.

C. Written Statement of Operating Expenses:

Oak Creek shall furnish South Milwaukee with a written statement requiring payment of South Milwaukee' share of the Center's operating expenses for the upcoming service year, which payment shall be paid in quarterly installments as stated herein. This statement shall be distributed to South Milwaukee with Exhibits A, B, C and D upon Oak Creek Common Council's adoption of the Center's annual operating budget.

D. Separate Facilities:

The Parties agree that, in the event Oak Creek desires to pursue construction of additional Center space on the existing building or a separate stand-alone facility for dispatch services, the Parties shall meet to discuss such construction and potential terms for an addendum to this Agreement to provide an equitable manner of allocating the costs of such construction.

7. Payments

- A. Subject to the provisions of Section 6.A.iv., payments by South Milwaukee for the Services provided under Section 6.A. of this Agreement shall be made on or before January 15, April 15, July 15, and October 15 of each year, commensurate with the commencement of provision of dispatch services on or about January 1, 2025. Oak Creek shall submit to South Milwaukee quarterly statements requiring payment of one-fourth (1/4) of South Milwaukee's

share of the annual budgeted expenses for such year. This invoice shall be submitted by mail or email to South Milwaukee no fewer than 30 days before such payment is due.

- B. If applicable, additional variable costs and capital costs identified from time-to-time by Oak Creek under Section 6.B. shall be due and payable by South Milwaukee within 30 days of receipt of invoice.
- C. Unless South Milwaukee provides timely written notice within 15 days of any dispute of an invoice, South Milwaukee's failure to pay in full any payment as provided by this Agreement shall result in South Milwaukee being indebted to Oak Creek for the payment due, plus interest at the prevailing prime rate in Milwaukee, Wisconsin, from the due date until payment. Oak Creek may take legal action to collect such payments due, and in addition to the sum in default, and interest, as above provided there shall be included in the indebtedness and any judgment all costs, disbursements, and a reasonable sum as attorney's fees.

8. Confidentiality

The parties to this Agreement consent to access of their respective records by each other or to a third party provided that access to confidential law enforcement records or other records recognized as confidential or exempt from disclosure under the Wisconsin Public Records law or medical records restricted by the Health Insurance Portability and Accountability Act (HIPAA) is restricted to authorized law enforcement, fire department personnel, their respective attorneys, and other authorized employees or agents of the parties for bona fide purposes and any information received is held as confidential as allowed under the Public Records Law.

9. Participation

Oak Creek's provision of dispatch services to South Milwaukee under this Agreement shall be non-exclusive provided, however, that Oak Creek may provide dispatch services to other municipalities or agencies only to the extent that such provision will not negatively impact efficiency, effectiveness, professionalism, and/or quality of dispatch services provided by Oak Creek to South Milwaukee.

The Parties agree the Center's annual operating budget will need to be updated if Services are provided to any other municipalities or agencies and that there will need to be a related update to the cost allocation methodology and cost allocations set forth under Exhibits A, B, C, D. Additionally, the Parties recognize that if the Center provides Services to other municipalities or agencies, those municipalities and agencies will be solely responsible for the implementation cost to include them into the Center's operations. Other municipalities or agencies will also be responsible for the prorated cost of any capital equipment necessary for the Center's operation that have previously been purchased under this Agreement.

10. Warranties And Damages

Oak Creek and South Milwaukee agree that there are no warranties, express or implied, by this Agreement or otherwise, as to the services or as to any parts of any systems design, program, implementation, modification, or other service provided by Oak Creek. There is no implied warranty of merchantability or fitness for a particular purpose or any warranty of any other kind. Nothing herein is intended to limit or preclude any claims Oak Creek or South

Milwaukee may have against any third parties, including manufacturers, sellers, dealers, repairers, installers, or others, nor shall this provision be construed as relating to, or defining in any way, liability as to third parties.

11. Third Party Liability

- A. It is expressly understood by and between the Parties that each party shall be responsible, in the event of a claim, or judgment by a court of competent jurisdiction, for liability to a third party, to the extent liability shall be found. Subject to all applicable statutory and common law limitations, immunities, and exemptions, nothing in this Agreement shall be construed to limit the right of either party to seek contribution against the other in the event of liability to a third party. This Agreement is intended to be solely between the Parties hereto and no part shall be construed to add, supplement, or grant any rights, benefits, or privileges of any kind whatsoever to any third party or parties.
- B. The parties expressly agree to name the other as a co-insured on any policies of liability insurance insuring against liability to a third party in any way arising or relating out of the services contemplated by this Agreement.

12. Maintenance, Service, Repairs

- A. South Milwaukee acknowledges that Oak Creek may from time to time render certain systems inoperative for service, repairs, alterations, upgrades, and the like and in doing so South Milwaukee's service may be temporarily interrupted. Oak Creek shall make every effort to notify South Milwaukee prior to scheduling and implementing said down time, and Oak Creek shall promptly provide for alternate methods of providing service for critical systems.
- B. South Milwaukee also acknowledges that its systems may become inoperative on their own for any number of reasons and that Oak Creek shall only be held responsible for contacting appropriate service companies as soon as reasonably possible after receipt of the request for service and/or maintenance from South Milwaukee.

13. Joint Powers Agreement.

Pursuant to § 256.35(9) of the Wisconsin Statutes, Oak Creek and South Milwaukee shall annually enter into a Joint Powers Agreement, which shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Oak Creek Emergency 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside of the vehicle's normal jurisdictional boundaries.

14. Dispute Resolution.

- A. The Parties agree that in the event of any dispute over the terms, performance, or administration of this Agreement they will submit first to mediation by a single mediator.
- B. In any litigation thereafter between the Parties, no costs shall be awarded to the prevailing party unless a court of competent jurisdiction determines that the other party acted with

intentional disregard of the other Party's rights, in bad faith, or with malice, concerning the matter(s) that are the subject of such litigation.

15. Amendments

Any amendments to this Agreement or any exhibit hereto must be approved by the Common Council for each of the Parties.

16. Assignment

No party may assign this Agreement.

17. Severability

If any provision of this Agreement shall be held or declared invalid, illegal, or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement unless it would have the effect of impairing or prejudicing the validity, legality, and enforceability of the remaining provisions hereof, in which case the Parties shall meet to negotiate in good faith alternate language.

18. Insurance

Oak Creek shall procure and maintain during the term of this Agreement sufficient insurance to cover all aspects of this operation including insurance for fire and other perils on the structure(s) occupied by the Center. Such insurance shall include, but not be limited to property, workers compensation, general and auto liability, energy systems, errors and omissions, and employee dishonesty insurance coverages and funding by Oak Creek. Such insurance shall name each of the Parties as an additional insured.

19. Wisconsin Law

This Agreement is to be interpreted in accordance with the laws of the State of Wisconsin.

20. Submission To Jurisdiction

Oak Creek and South Milwaukee agree that this contract is made in the State of Wisconsin. Both Parties agree that the state and federal courts in the State of Wisconsin shall have exclusive jurisdiction to hear and determine any controversy that may arise out of this Agreement.

21. No Waiver Of Immunities

Nothing contained within this Agreement is intended to be a waiver or estoppel of either Party or their respective insurers to rely upon the limitations, defenses, and immunities provided under Wisconsin law including, but not limited to those contained within the Wisconsin Statutes § 893.80 and § 345.05. To the extent that indemnification is available and enforceable, the Parties or their respective insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability under Wisconsin law.

22. Acknowledgment

Parties acknowledge by the signature of their duly authorized representatives below that each Party or its authorized agent has read and understands all of the terms and conditions of this Agreement as set forth herein, and South Milwaukee fully understands that Oak Creek is a provider of equipment and service and not an insurer, and South Milwaukee agrees to be bound by such terms and conditions.

23. Entire Agreement

- A. This document, including any and all attachments and/or exhibits, unless specified as illustrative, constitutes the entire Agreement between Oak Creek and South Milwaukee on this subject matter and is intended as a final expression of the Agreement of the parties and the complete and exclusive statement of the terms of the Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing signed by the party sought to be bound by the waiver, amendment or modification.
- B. This Agreement is not binding unless approved in writing by an Authorized Representative of each Party. In the event of failure of approval, the only liability of either party shall be to return to the other the amount, if any, paid upon signing of this Agreement.

24. Presumptions

This Agreement is the result of negotiations between the Parties, each of whom was represented by counsel. No Party may claim or enjoy any presumption with regard to the interpretation of this Agreement based on its draftsmanship.

25. Miscellaneous Provisions

- A. Fees. South Milwaukee and Oak Creek each agree not to charge the other any other or additional fees other than those described in this Agreement for the services each provides under this Agreement.
- B. Notice.
 - i. Any notice required to be given under this Agreement shall be given by regular mail or personal delivery to the other municipality at the following addresses:

Oak Creek:
 City Administrator
 City of Oak Creek
 8040 S. 6th St.
 Oak Creek, WI 53154

South Milwaukee:
 City Administrator
 City of South Milwaukee
 2424 15th Ave.
 South Milwaukee, WI 53172

- ii. Should any of the information listed in the preceding paragraph change, the affected municipality shall notify the other within a reasonable time of such change.
- C. Each municipality controls its own personnel. It is expressly understood and agreed that Oak Creek and South Milwaukee shall have complete control over its respective personnel in the provision of all services under this Agreement. Center personnel are exclusively the personnel of the City of Oak Creek.
- D. Modification of Terms. Any of the terms of this agreement may only be modified or changed by mutual written agreement of the parties.

26. Authority

The Undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective Parties and any member municipalities thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth below.

CITY OF OAK CREEK

By: _____
 Daniel Bukiewicz
 Title: Mayor Date

Attest: _____
 Catherine Roeske
 Title: City Clerk

CITY OF SOUTH MILWAUKEE

By: _____
 James Shelenske
 Title: Mayor Date

Attest: _____
 Katie Crosby,
 Title: City Clerk/Communications Director

CONSOLIDATED DISPATCH - PERSONNEL COST ALLOCATION METHODOLOGY

Equalized Value - All Properties

| EV. Year | Budget Year | Oak Creek | | South Milwaukee | | St. Francis | | TOTAL | |
|----------|-------------|---------------|--------|-----------------|--------|-------------|--------|---------------|---------|
| | | Amount | % | Amount | % | Amount | % | Amount | % |
| 2021 | 2022 | 4,618,317,600 | 67.72% | 1,443,401,500 | 21.16% | 758,465,300 | 11.12% | 6,820,184,400 | 100.00% |
| 2022 | 2023 | 5,226,696,500 | 67.03% | 1,713,241,100 | 21.97% | 857,917,100 | 11.00% | 7,797,854,700 | 100.00% |
| 2023 | 2024 | 5,531,211,200 | 66.17% | 1,843,393,600 | 22.05% | 985,075,100 | 11.78% | 8,359,679,900 | 100.00% |

Source: WI Department of Revenue Statement of Changes in Equalized Value

2021-2023 Average **5,125,408,433** **66.92%** **1,666,678,733** **21.76%** **867,152,500** **11.32%** **7,659,239,667** **100.00%**

Population

| Pop. Year | Budget Year | Oak Creek | | South Milwaukee | | St. Francis | | TOTAL | |
|-----------|-------------|-----------|--------|-----------------|--------|-------------|--------|--------|---------|
| | | Amount | % | Amount | % | Amount | % | Amount | % |
| 2021 | 2022 | 37,608 | 55.18% | 20,743 | 30.43% | 9,811 | 14.39% | 68,162 | 100.00% |
| 2022 | 2023 | 37,374 | 55.59% | 20,708 | 30.79% | 9,156 | 13.62% | 67,233 | 100.00% |
| 2023 | 2024 | 38,174 | 56.34% | 20,526 | 30.29% | 9,059 | 13.37% | 67,759 | 100.00% |

Source: WI Department of Administration Population Estimates

2021-2023 Average **37,719** **55.70%** **20,557** **30.50%** **9,342** **13.80%** **67,718** **100.00%**

Call Volume

| Call Volume Year | Budget Year | Oak Creek | | South Milwaukee | | St. Francis | | TOTAL | |
|------------------|-------------|-----------|--------|-----------------|--------|-------------|--------|--------|---------|
| | | Amount | % | Amount | % | Amount | % | Amount | % |
| 2020 | 2021 | 30,838 | 53.52% | 15,012 | 27.79% | 10,768 | 18.69% | 57,618 | 100.00% |
| 2021 | 2023 | 33,308 | 54.41% | 16,303 | 25.53% | 11,610 | 18.96% | 61,221 | 100.00% |
| 2022 | 2024 | 32,409 | 54.64% | 15,681 | 25.44% | 11,219 | 18.92% | 59,309 | 100.00% |

Source: City of Oak Creek Dispatch Center

2020-2022 Average **32,185** **54.20%** **15,999** **26.94%** **11,199** **18.86%** **59,383** **100.00%**

Consolidated Dispatch Fund - 2024 Personnel Budget **\$2,877,178.00**
 One-Third of the 2024 Personnel Budget **\$959,059.33**

| Category | Oak Creek | South MKE | St. Francis | Total |
|-----------------|-----------------------|---------------------|---------------------|-----------------------|
| EV | \$641,802.51 | \$208,691.31 | \$108,665.52 | \$959,059.34 |
| Population | \$534,196.04 | \$292,513.10 | \$132,350.19 | \$959,059.33 |
| Call Volume | \$519,810.16 | \$258,370.58 | \$180,878.59 | \$959,059.33 |
| Subtotal | \$1,695,808.71 | \$759,574.99 | \$421,794.30 | \$2,877,178.00 |

* 5/5/4 Staffing Model

EXHIBIT C

CITY OF OAK CREEK
2024 EXECUTIVE DRAFT BUDGET

| GL NUMBER | DESCRIPTION | 2024 RECOMMENDED BUDGET | COST ALLOCATION CATEGORY |
|--|--------------------------------|-------------------------------|--------------------------------|
| DIRECT EMPLOYEE COSTS | | | |
| 55-60-41-10000 | SALARIES, FULL TIME | 1,431,760 | PERSONNEL |
| 55-60-41-11000 | SALARIES, OVERTIME | 35,000 | PERSONNEL |
| 55-60-41-12000 | SPECIAL PAY ALLOWANCES | 3,000 | PERSONNEL |
| 55-60-41-13000 | RETIREMENT | 99,288 | PERSONNEL |
| 55-60-41-13500 | SOCIAL SECURITY | 110,081 | PERSONNEL |
| 55-60-41-15000 | INSURANCE - ACTIVE HEALTH | 361,685 | PERSONNEL |
| 55-60-41-16000 | INSURANCE - WORKMANS COMP | 9,124 | PERSONNEL |
| 55-60-41-16500 | INSURANCE - DISABILITY | 5,557 | PERSONNEL |
| 55-60-41-17000 | INSURANCE - DENTAL | 27,073 | PERSONNEL |
| 55-60-41-17500 | INSURANCE - GROUP LIFE | 2,250 | PERSONNEL |
| 55-60-41-18000 | LONGEVITY | 1,200 | PERSONNEL |
| 55-60-41-18500 | SECTION 125 EXPENSES | 1,100 | PERSONNEL |
| | DIRECT EMPLOYEE COSTS | 2,081,118 | PERSONNEL |
| INDIRECT EMPLOYEE COSTS | | | |
| 55-60-42-20000 | TRAVEL/TRAINING | 6,500 | PERSONNEL |
| 55-60-42-20500 | RECRUITMENT/TESTING/PHYSICALS | 4,750 | PERSONNEL |
| 55-60-42-21500 | CLOTHING MAINTENANCE | 600 | PERSONNEL |
| 55-60-42-22500 | RECOGNITION | 500 | PERSONNEL |
| 55-60-42-22600 | EMPLOYEE WELLNESS | 3,200 | PERSONNEL |
| | INDIRECT EMPLOYEE COSTS | 15,550 | PERSONNEL |
| UTILITY COST | | | |
| 55-60-43-31500 | TELEPHONE | 5,651 | OPERATING |
| | UTILITY COST | 5,651 | OPERATING |
| SUPPLIES | | | |
| 55-60-44-40000 | OFFICE SUPPLIES | 2,632 | OPERATING |
| 55-60-44-42000 | DUES AND PUBLICATIONS | 380 | OPERATING |
| 55-60-44-46000 | MINOR EQUIPMENT | 3,168 | OPERATING |
| 55-60-44-49500 | MISCELLANEOUS | 2,643 | OPERATING |
| | SUPPLIES | 8,823 | OPERATING |
| OTHER SERVICES | | | |
| 55-60-45-55100 | DATA SERVICES | - | IT |
| 55-60-45-55200 | ANNUAL LICENSE/SUPPORT FEES | 244,493 | IT |
| 55-60-45-55300 | COUNTY FEES (FATPOT) | - | IT |
| | OTHER SERVICES | 244,493 | IT |
| MAINTENANCE | | | |
| 55-60-46-60000 | OFFICE EQUIP MAINTENANCE | 4,400 | OPERATING |
| 55-60-46-61000 | RADIO MAINTENANCE | 5,000 | OPERATING |
| | MAINTENANCE | 9,400 | OPERATING |
| TOTAL APPROPRIATIONS | | \$2,365,035 | |
| OPERATING COST PER JURISDICTION | | \$7,958 | |

2024 CONSOLIDATED DISPATCH BUDGET - DISPATCH CENTER COST PER AGENCY

5/5/4 STAFFING MODEL

| ITEM | OAK CREEK | SOUTH MILWAUKEE | ST. FRANCIS | TOTAL |
|--|-----------------------|---------------------|---------------------|-----------------------|
| DISPATCH CENTER PERSONNEL COSTS (EXHIBIT A) | \$1,695,808.71 | \$759,574.99 | \$421,794.30 | \$2,877,178.00 |
| DISPATCH CENTER INFORMATION TECHNOLOGY COSTS (EXHIBIT B) | \$106,786.00 | \$80,688.00 | \$81,350.00 | \$268,824.00 |
| DISPATCH CENTER OPERATING COSTS (EXHIBIT C) | \$7,958.00 | \$7,958.00 | \$7,958.00 | \$23,874.00 |
| Total | \$1,810,552.71 | \$848,220.99 | \$511,102.30 | \$3,169,876.00 |

For Illustrative Purposes Only



COMMON COUNCIL REPORT

Item: 2024 Board of Public Works and Capital Assets Road Recommendations

Recommendation: That the Common Council considers adoption of Resolution No. 12462-121923, a resolution authorizing recommended road improvement projects to be advertised for public bid for rehabilitation in 2024

Fiscal Impact: \$1,000,000 of funding was approved in the 2024 budget.

- 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: All streets in the City are rated every two years using the PASER system. The PASER system assigns a rating from 1 (Failed) to 10 (Excellent) to each street segment based on the severity, frequency, and types of distress observed. Streets were then selected based on PASER condition ratings; functional classification; traffic volumes; and previously received feedback from Department of Public Works, Oak Creek Sewer and Water Utility, and Common Council Members.

On December 12th, 2023 Engineering presented recommended and alternate streets for the 2024 road improvement project to the Board of Public Works and Capital Assets (BoPWACA). Engineering's recommendations were split into 2 options, Option A and Option B. Option A includes rehabilitation of S. Shepard Ave. from E Fitzsimmons Rd. to Wis. 100 and Option B would instead rehabilitate S. Nicholson Ave. from Old Ryan Rd. to E. Puetz Rd. The remaining streets are included in both options.

BoPWACA recommended Option B, as detailed in the table on the next page, for rehabilitation under public contract in 2024 and that Engineering select additional street segments as bid prices and budget allows. Railroad work previously budgeted and approved in 2023 will be bid and constructed as part of this contract as well.

Upon authorization under this resolution, the Engineering department would prepare the plans, specifications, and bid documents; and advertise for the work.

2024 Street Improvement Recommendations (Option B)

| Street Name | From | To | Dist. | Length (ft) | Proposed Improvement | Cost |
|----------------------------|------------------------|----------------------|----------|-------------|--|------------------|
| King Arthur Ct. | S. Delaine Dr. | Termini | 1 | 605 | Reconstruct 4.5" Asphalt over 9" CABC | \$155,000 |
| Forest Hill Ave. | S. Howell Ave. | S. Verdev Dr. | 2.6 | 1637 | Microsurfacing | \$19,000 |
| S. Lauree Ln. | E. Stuart Ct. | S. Glenfield Dr. | 2 | 1000 | Microsurfacing | \$12,000 |
| S. Cecily Dr. | E. Evandale Dr. | Termini | 1 | 881 | Microsurfacing | \$11,000 |
| E. Evandale Dr. | S. Verdev Dr. | S. Cecily Dr. | 1 | 581 | Microsurfacing | \$7,000 |
| E. Puetz Rd. | Union Pacific Railroad | S. Pennsylvania Ave. | 1.4 | 2340 | Microsurfacing | \$34,000 |
| S. Alisa Ln. | 130' N. of E. Lily Dr. | E. Stuart Dr. | 2 | 637 | Mill and Overlay (2.25") | \$65,000 |
| S. Nicholson Rd | Old Ryan Rd. | E. Puetz Rd. | 1, 3 & 4 | 5250 | Mill 3.5", Pulverize 1.5" and Overlay 4" | \$585,000 |
| TOTAL (PASER ROADS) | | | | | | \$888,000 |

*Per direction of BoPWACA, Engineering Department to select additional street segments as bid prices and budget allows.

Options/Alternatives: Reject Board of Public Works and Capital Assets recommendations and do not repair infrastructure in 2024 or direct the Board of Public Works and Capital Assets to reconvene to choose other roadway segments for repair.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



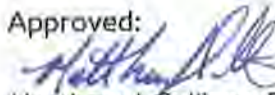
Andrew Ledger, PE
Design Engineer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Matthew J. Sullivan, PE
City Engineer

Attachments: Resolution Number 12462-121923, 2024 Board of Public Works and Capital Assets Road Recommendations; 2024 Street Improvements - Table; 2024 Street Improvements - Overview Map; 2024 Street Improvements - District Map

RESOLUTION NO. 12462-121923

BY: _____

RESOLUTION AUTHORIZING RECOMMENDED ROAD IMPROVEMENT PROJECTS TO BE ADVERTISED FOR PUBLIC BID FOR REHABILITATION IN 2024

(VARIOUS ALDERMANIC DISTRICTS)

WHEREAS, in the judgment of the Common Council of the City of Oak Creek, it is deemed to be expedient and necessary and in the best interest of the city that it proceeds with the following road improvement projects:

2024 Street Improvement Recommendations

| Street Name | From | To | Dist. | Length (ft) | Proposed Improvement | Cost |
|----------------------------|------------------------|----------------------|----------|-------------|--|------------------|
| King Arthur Ct. | S. Delaine Dr. | Termini | 1 | 605 | Reconstruct 4.5" Asphalt over 9" CABC | \$155,000 |
| Forest Hill Ave. | S. Howell Ave. | S. Verdev Dr. | 2,6 | 1637 | Microsurfacing | \$19,000 |
| S. Lauree Ln. | E. Stuart Ct. | S. Glenfield Dr. | 2 | 1000 | Microsurfacing | \$12,000 |
| S. Cecily Dr. | E. Evandale Dr. | Termini | 1 | 881 | Microsurfacing | \$11,000 |
| E. Evandale Dr. | S. Verdev Dr. | S. Cecily Dr. | 1 | 581 | Microsurfacing | \$7,000 |
| E. Puetz Rd. | Union Pacific Railroad | S. Pennsylvania Ave. | 1,4 | 2340 | Microsurfacing | \$34,000 |
| S. Alisa Ln. | 130' N. of E. Lily Dr. | E. Stuart Dr. | 2 | 637 | Mill and Overlay (2.25") | \$65,000 |
| S. Nicholson Rd | Old Ryan Rd | E. Puetz Rd. | 1, 3 & 4 | 5250 | Mill 3.5", Pulverize 1.5" and Overlay 4" | \$585,000 |
| TOTAL (PASER ROADS) | | | | | | \$888,000 |

*Per direction of BOPWACA, Engineering Department to select additional street segments as bid prices and budget allows.

and,

WHEREAS, the City Engineer has approved preliminary plans and specifications for said improvements.

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

1. That the above-listed recommended road improvements are hereby approved to proceed.
2. That payment for said improvements shall be made from funds reserved under CIP funding provided in the 2023 and 2024 budgets.
3. That the City Engineer is hereby authorized to develop and approve final plans, specifications and bid documents.

4. That the City Clerk is hereby authorized to advertise for bids for said improvements and that she shall advertise for such bids in the city's Official Newspaper and QuestCDN website.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December 2023.

Passed and adopted this 19th day of December 2023.

President, Common Council

Approved this 19th day of December 2023.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

2024 Street Improvement Recommendations (Option A)

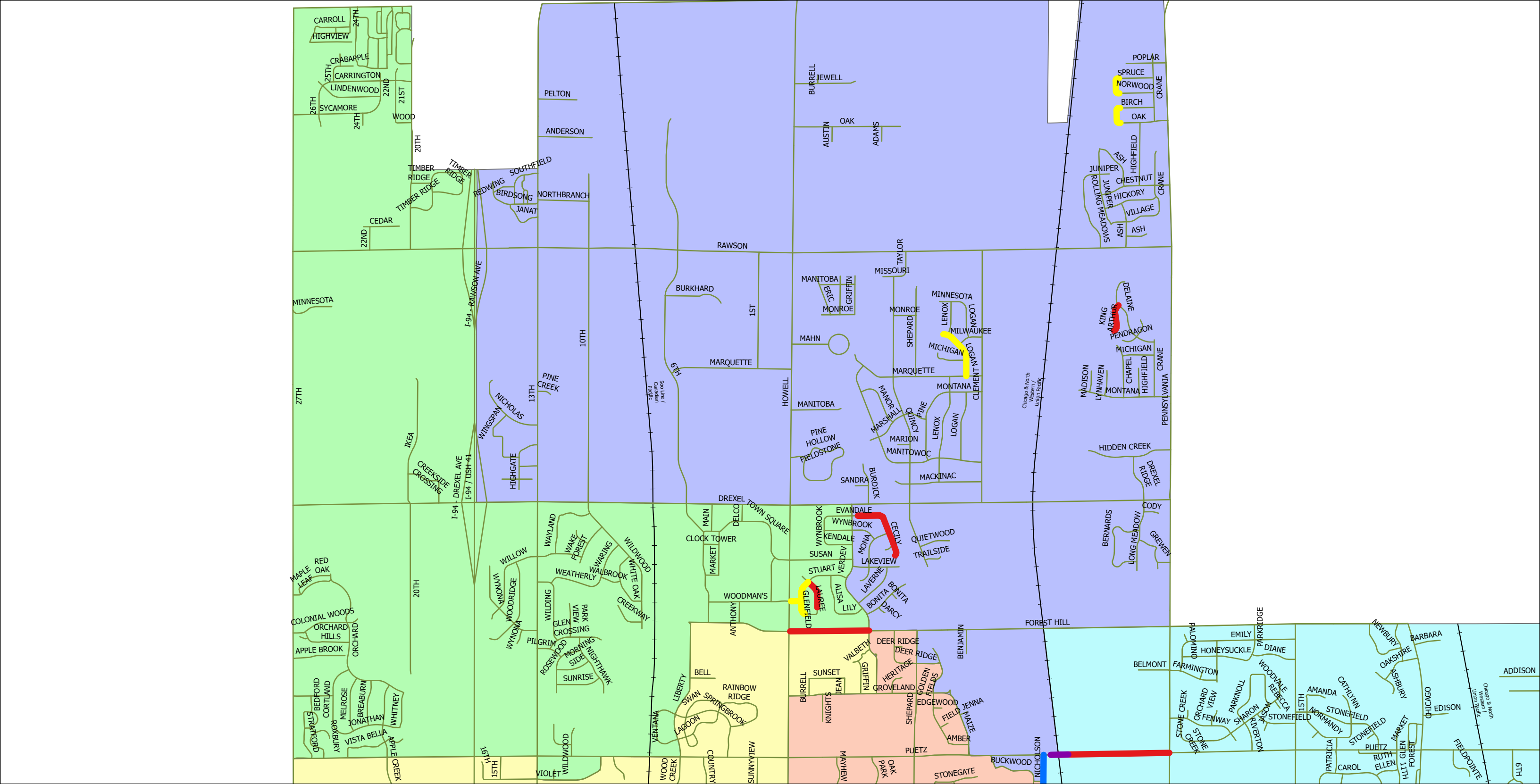
| Street Name | From | To | District | Length (ft) | Functional Classification | Existing | 2021 Paser | Proposed Improvement | Cost |
|------------------|------------------------|----------------------|----------|-------------|---------------------------|---------------|------------|---|------------------|
| | | | | | | Pavement Type | | | |
| King Arthur Ct. | S. Delaine Dr. | Termini | 1 | 605 | Local | Asphalt | 3 | Reconstruct 4.5" Asphalt over 9" CABC | \$155,000 |
| Forest Hill Ave. | S. Howell Ave. | S. Verdev Dr. | 2,6 | 1637 | Collector | Asphalt | 8 | Microsurfacing | \$19,000 |
| S. Lauree Ln. | E. Stuart Ct. | S. Glenfield Dr. | 2 | 1000 | Local | Asphalt | 6 | Microsurfacing | \$12,000 |
| S. Cecily Dr. | E. Evandale Dr. | Termini | 1 | 881 | Local | Asphalt | 5,6,7 | Microsurfacing | \$11,000 |
| E. Evandale Dr. | S. Verdev Dr. | S. Cecily Dr. | 1 | 581 | Local | Asphalt | 5 | Microsurfacing | \$7,000 |
| E. Puetz Road | Union Pacific Railroad | S. Pennsylvania Ave. | 1,4 | 2340 | Minor Arterial | Asphalt | 6 | Microsurfacing | \$34,000 |
| S. Alisa Ln. | 130' N. of E. Lily Dr. | E. Stuart Dr. | 2 | 637 | Local | Asphalt | 4 | Mill and Overlay (2.25") | \$65,000 |
| Shepard Ave. | E. Fitzsimmons Rd. | WIS 100 | 3,5 | 2640 | Collector | Asphalt | 4,5 | Pulverize 3" HMA Pavement, Place 5.5" HMA | \$581,000 |
| | | | | | | | | TOTAL OPTION A (PASER ROADS) | \$884,000 |

2024 Street Improvement Recommendations (Option B)

| Street Name | From | To | District | Length (ft) | Functional Classification | Existing | 2021 Paser | Proposed Improvement | Cost |
|------------------|------------------------|----------------------|----------|-------------|---------------------------|---------------|------------|--|------------------|
| | | | | | | Pavement Type | | | |
| King Arthur Ct. | S. Delaine Dr. | Termini | 1 | 605 | Local | Asphalt | 3 | Reconstruct 4.5" Asphalt over 9" CABC | \$155,000 |
| Forest Hill Ave. | S. Howell Ave. | S. Verdev Dr. | 2,6 | 1637 | Collector | Asphalt | 8 | Microsurfacing | \$19,000 |
| S. Lauree Ln. | E. Stuart Ct. | S. Glenfield Dr. | 2 | 1000 | Local | Asphalt | 6 | Microsurfacing | \$12,000 |
| S. Cecily Dr. | E. Evandale Dr. | Termini | 1 | 881 | Local | Asphalt | 5,6,7 | Microsurfacing | \$11,000 |
| E. Evandale Dr. | S. Verdev Dr. | S. Cecily Dr. | 1 | 581 | Local | Asphalt | 5 | Microsurfacing | \$7,000 |
| E. Puetz Road | Union Pacific Railroad | S. Pennsylvania Ave. | 1,4 | 2340 | Minor Arterial | Asphalt | 6 | Microsurfacing | \$34,000 |
| S. Alisa Ln. | 130' N. of E. Lily Dr. | E. Stuart Dr. | 2 | 637 | Local | Asphalt | 4 | Mill and Overlay (2.25") | \$65,000 |
| S. Nicholson Rd | Old Ryan Road | Puetz Rd. | 1, 3 & 4 | 5250 | Collector | Asphalt | 4,5,6 | Mill 3.5", Pulverize 1.5" and Overlay 4" | \$585,000 |
| | | | | | | | | TOTAL OPTION B (PASER ROADS) | \$888,000 |

2024 Street Improvement Alternates

| Street Name | From | To | District | Length | Functional Classification | Existing | 2021 Paser | Proposed Improvement | Cost |
|-------------------|-------------------|-------------------|----------|--------|---------------------------|---------------|------------|---|-----------|
| | | | | | | Pavement Type | | | |
| S. Glenfield Dr. | Termini | S. Lauree Ln. | 2 | 739 | Local | Asphalt | 4 | Mill and Overlay (2.25") | \$158,000 |
| Oakfield Dr. | S. Howell Ave. | S. Glenfield Dr. | 2 | 294 | Local | Asphalt | 4 | Mill and Overlay (2.25") | \$44,000 |
| E. Jennifer Ln. | S. Cindy Ln. | S. Jennifer Ln. | 5 | 317 | Local | Concrete | 4 | 3" HMA Overlay | \$78,000 |
| S. Jennifer Ln. | E. Jennifer Ln. | E. Cindy Ln. | 5 | 581 | Local | Concrete | 5 | 3" HMA Overlay | \$112,000 |
| S. Logan Ave. | E. Marquette Ave. | E. Milwaukee Ave. | 1 | 686 | Local | Concrete | 4,5 | 3" HMA Overlay | \$187,000 |
| E. Milwaukee Ave. | Termini | S. Logan Ave. | 1 | 422 | Local | Concrete | 4,5 | 3" HMA Overlay | \$113,000 |
| E. Elm Rd. | S. Nicholson Rd. | 10th Ave | 4 & 5 | 7920 | Collector | Asphalt | 4,5 | Mill and Overlay (2") | \$606,000 |
| N/S Street | E. Oak Dr. | E. Birch Dr. | 1 | 400 | Local | Concrete | 4 | Reconstruct (4.5" Asphalt over 9" Base) | \$268,000 |
| N/S Street | E. Spruce Dr. | E. Norwood Dr. | 1 | 400 | Local | Concrete | 4 | Reconstruct (4.5" Asphalt over 9" Base) | \$244,000 |

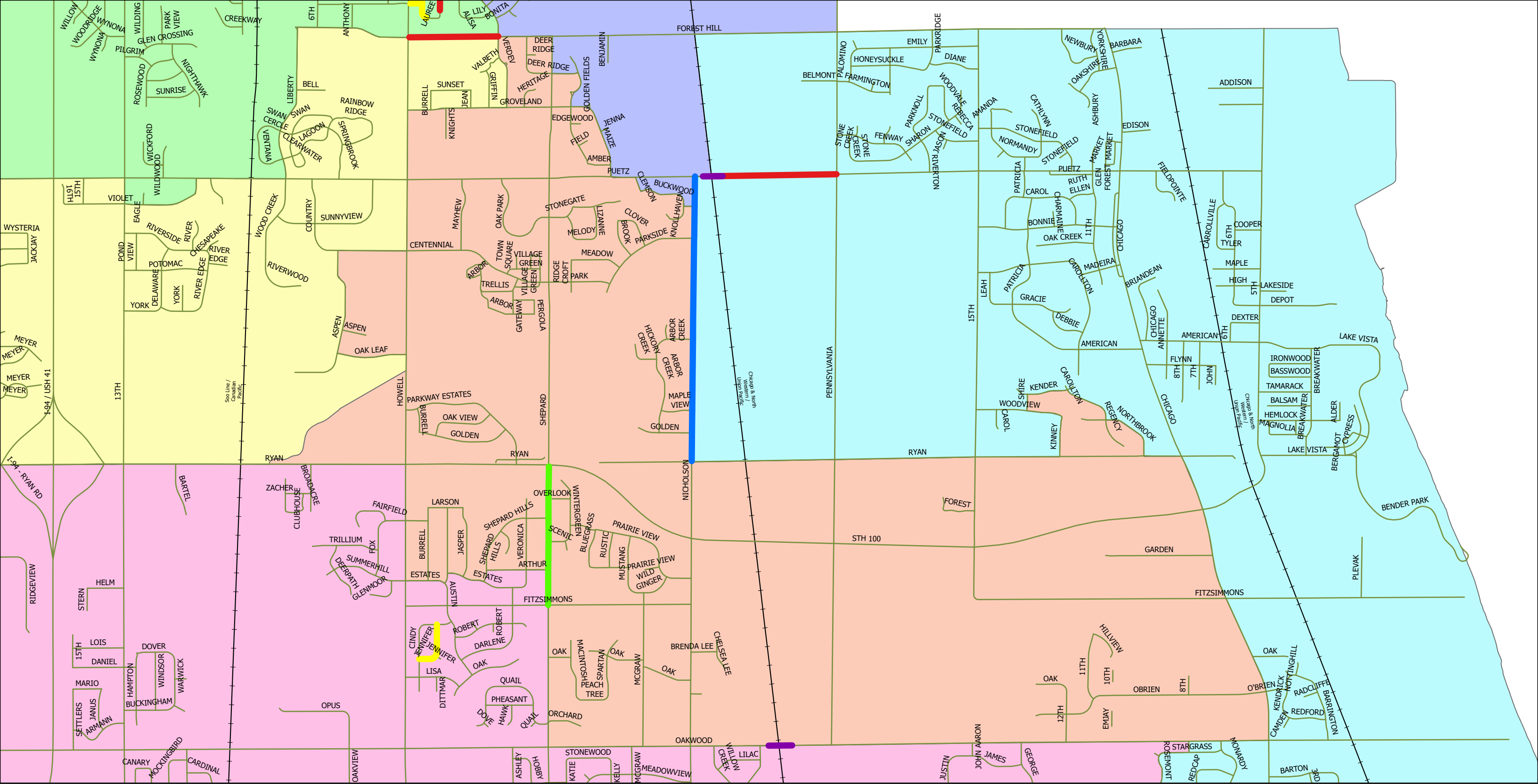


2024 STREET IMPROVEMENTS DISTRICTS 1 & 2

Legend

- | | |
|--|---|
| <p>ALDERMANIC DISTRICT</p> <ul style="list-style-type: none"> 1 2 3 4 5 6 | <p>2024 IMPROVEMENT PROJECT</p> <ul style="list-style-type: none"> 2024 OPTION A 2024 OPTION A/B 2024 OPTION B RAILROAD CROSSING IMPROVEMENT 2024 ALTERNATE |
|--|---|



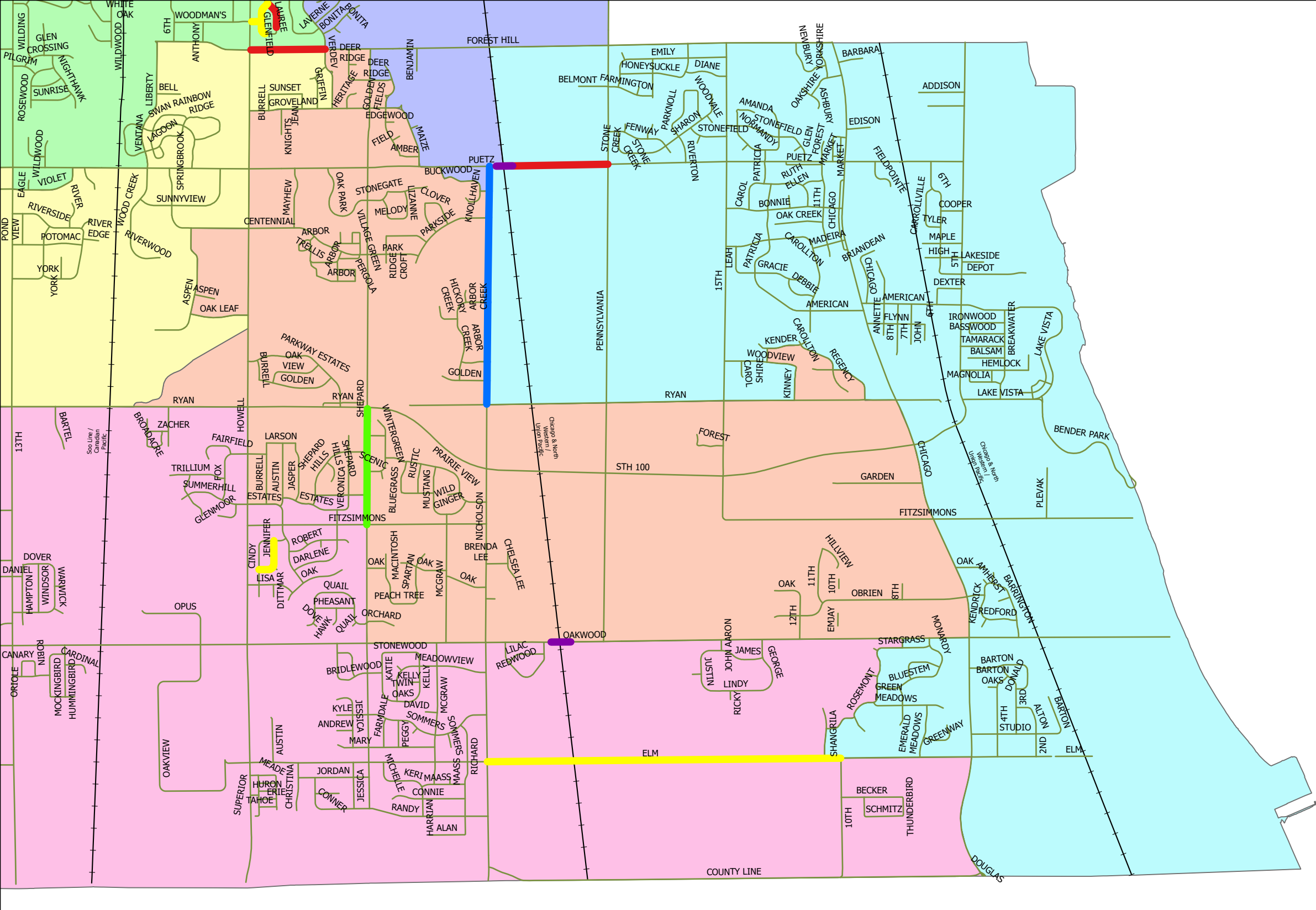


Legend

- | | |
|----------------------------|---------------------------------|
| ALDERMANIC DISTRICT | 2024 IMPROVEMENT PROJECT |
| 1 | 2024 OPTION A |
| 2 | 2024 OPTION A/B |
| 3 | 2024 OPTION B |
| 4 | RAILROAD CROSSING IMPROVEMENT |
| 5 | 2024 ALTERNATE |
| 6 | |



2024 STREET IMPROVEMENTS DISTRICT 3



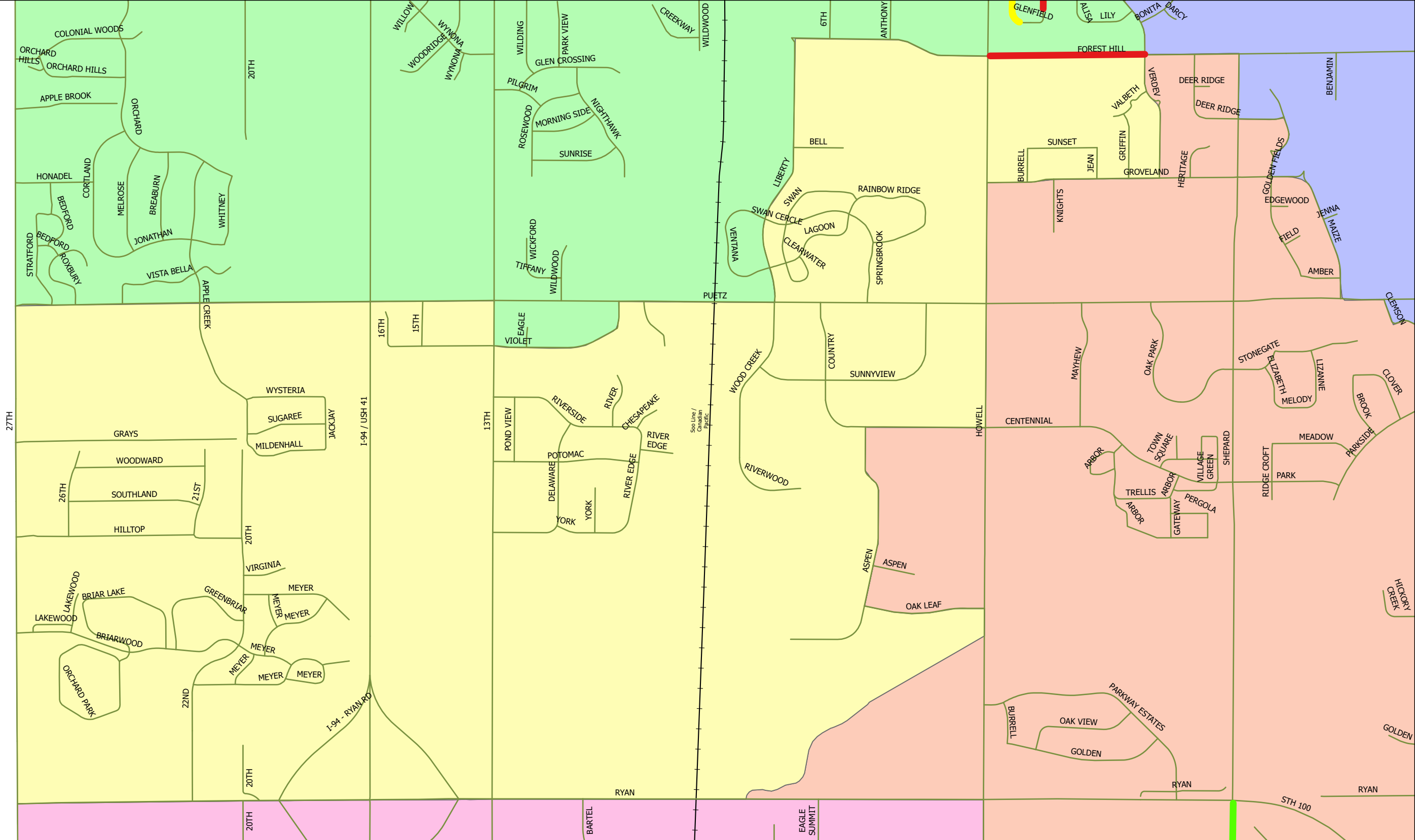
2024 STREET IMPROVEMENTS DISTRICT 4

Legend

- ALDERMANIC DISTRICT
- 1
 - 2
 - 3
 - 4
 - 5
 - 6

- 2024 IMPROVEMENT PROJECT
- 2024 OPTION A
 - 2024 OPTION A/B
 - 2024 OPTION B
 - RAILROAD CROSSING IMPROVEMENT
 - 2024 ALTERNATE





2024 STREET IMPROVEMENTS DISTRICT 6

Legend

- | | |
|----------------------------|---------------------------------|
| ALDERMANIC DISTRICT | 2024 IMPROVEMENT PROJECT |
| 1 | 2024 OPTION A |
| 2 | 2024 OPTION A/B |
| 3 | 2024 OPTION B |
| 4 | RAILROAD CROSSING IMPROVEMENT |
| 5 | 2024 ALTERNATE |
| 6 | |





COMMON COUNCIL REPORT

Item: Final Payment - S. 13th Street Sidewalk Project

Recommendation: That the Common Council approves Resolution No. 12463-121923, accepting the workmanship of Parking Lot Maintenance, LLC, and authorizing final contract payment under Project No. 18021 (1st District).

Fiscal Impact: Final payment of \$61,035.98 is to be paid with funding provided in Project No. 18021.

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: On June 6, 2023, the Common Council awarded the S. 13th Street Sidewalk project to the low bidder, Parking Lot Maintenance, LLC, for an estimated cost of \$174,783 which was funded by TID #12.

Attached to this report is the final project payment and cost breakdown, which identifies major contract item overages and shortages. In the end, the final project cost comes out to about 21% (\$38,069.64) over the awarded bid price.

Being a unit price contract, bids are evaluated based on quantity estimates and final payment is made on measured as-built quantities. The overages were due to the following. Restoration - additional disturbance was required outside of what was originally anticipated to construct the sidewalk and access the site. Aggregate - additional aggregate was required for constructability of the sidewalk and as a foundation for the sidewalk forms. Asphalt - additional asphalt was required to maintain an acceptable cross slope through the driveway to meet ADA standards.

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:

Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:

Matthew J. Sullivan, PE
City Engineer

Attachments: Resolution 12463-121923, Project No. 18021 Final Project Payment Cost Breakdown

RESOLUTION NO. 12463-121923

BY: _____

**RESOLUTION ACCEPTING THE WORKMANSHIP OF
PARKING LOT MAINTENANCE, LLC
AND AUTHORIZING FINAL PAYMENT**

S. 13TH STREET SIDEWALK CONSTRUCTION

PROJECT NO. 18021

(1ST ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek, hereinafter referred to as the City, and Parking Lot Maintenance, LLC., hereinafter referred to as the contractor, entered into a contract whereby the Contractor agreed to perform certain public works under Project No. 18021 for the installation of sidewalk improvements in the City of Oak Creek, in accordance with plans and specifications prepared by the City Engineer for the agreed price of \$174,783; and,

WHEREAS, said total final contract price has been determined to be \$212,852.64 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; and,

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 \$61,035.98.

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 sidewalk improvements 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 \$61,035.98 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 19th day of December, 2023.

Passed and adopted this 19th day of December, 2023.

President, Common Council

Approved this 19th day of December, 2023.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

CONTRACTORS FINAL PAY ESTIMATE QUANTITY AND COST BREAKDOWN

PROJECT NO. 18021 (40-18-40-02150-18021)
LOCATION: S. 13th Street / CTH V
DESCRIPTION: S. 13th Street Sidewalk Construction
CONTRACTOR: Parking Lot Maintenance, LLC
(W225 N3178 Duplainville Road, Pewaukee, WI 53072)

PREPARED BY: Ashley Kiepczynski
Assistant City Engineer
City of Oak Creek
Engineering Department

DATE PREPARED: Monday December 11, 2023

CONTRACT BID AMOUNT: \$ 174,783.00
AUTHORIZED ADDITIONS TO THE ORIGINAL CONTRACT AMOUNT: \$ -
REVISED CONTRACT AMOUNT: \$ 174,783.00
AS-BUILT PROJECT COST: \$ 212,852.64
AMOUNT PAID PREVIOUSLY: \$ 151,816.66
AMOUNT DUE FINAL PAYMENT: \$ 61,035.98

AS AUTHORIZED AGENT OF THE ABOVE NOTED CONTRACTOR, I SIGNIFY THAT I HAVE REVIEWED AND ACCEPT THE FINAL AS-BUILT QUANTITIES AS NOTED ON THE

ATTACHED PAGES, AND REQUEST THAT FINAL PAYMENT BE MADE IN THE AMOUNT OF

\$ 61,035.98

ACCEPTED BY:

TREVOR WALLNER
(PRINT NAME)

DIRECTOR - ENGINEERING
TITLE

Trevor Wallner
SIGNATURE

12/12/23
DATE ACCEPTED

FINAL PROJECT PAYMENT COST BREAKDOWN

PROJECT NO. 18021 (40-18-40-02150-18021)
 LOCATION: S. 13th Street / CTH V
 DESCRIPTION: S. 13th Street Sidewalk Construction

PREPARED BY: Ashley Kiepczynski
 DATE PREPARED: December 11, 2023

| BID ITEM | BID ITEM DESCRIPTION | BID AMOUNT | AS-Built AMOUNT | UNIT PRICE | BID PRICE | AS-BUILT COST | OVER/ UNDER |
|-------------|---|------------|-----------------|-------------|---------------|---------------|---------------|
| 203.0100 | Removing Small Pipe Culverts | 1 | 1 | \$ 436.00 | \$ 436.00 | \$ 436.00 | \$ - |
| 204.0110 | Removing Asphaltic Surface | 200 | 251.27 | \$ 13.00 | \$ 2,600.00 | \$ 3,266.51 | \$ 666.51 |
| 204.0150 | Removing Curb & Gutter | 9 | 9 | \$ 31.00 | \$ 279.00 | \$ 279.00 | \$ - |
| 204.0155 | Removing Concrete Sidewalk | 11 | 3.33 | \$ 25.00 | \$ 275.00 | \$ 83.25 | \$ (191.75) |
| 204.0215 | Removing Catch Basins | 1 | 1 | \$ 653.00 | \$ 653.00 | \$ 653.00 | \$ - |
| 204.0245 | Removing Storm Sewer (12-inch) | 34 | 34 | \$ 22.00 | \$ 748.00 | \$ 748.00 | \$ - |
| 205.0100 | Excavation Common | 825 | 854 | \$ 35.00 | \$ 28,875.00 | \$ 29,890.00 | \$ 1,015.00 |
| 305.0120 | Base Aggregate Dense 1 1/4-Inch | 183 | 425.21 | \$ 38.00 | \$ 6,954.00 | \$ 16,157.98 | \$ 9,203.98 |
| 460.5223 | HMA Pavement 3 LT 58-28 S | 35 | 35.8 | \$ 230.00 | \$ 8,050.00 | \$ 8,234.00 | \$ 184.00 |
| 460.5224 | HMA Pavement 4 LT 58-28 S | 23 | 49.3 | \$ 270.00 | \$ 6,210.00 | \$ 13,311.00 | \$ 7,101.00 |
| 522.0412 | Culvert Pipe Reinforced Concrete Class IV 12-Inch | 48 | 44 | \$ 101.00 | \$ 4,848.00 | \$ 4,444.00 | \$ (404.00) |
| 522.1012 | Apron Endwalls for Culvert Pipe Reinforced Concrete | 3 | 3 | \$ 2,000.00 | \$ 6,000.00 | \$ 6,000.00 | \$ - |
| 601.0331 | Concrete Curb & Gutter 31-Inch | 147 | 149.8 | \$ 55.00 | \$ 8,085.00 | \$ 8,239.00 | \$ 154.00 |
| 602.0410 | Concrete Sidewalk 5-Inch | 6301 | 6339 | \$ 6.00 | \$ 37,806.00 | \$ 38,034.00 | \$ 228.00 |
| 602.0515 | Curb Ramp Detectable Warning Field Natural Pavement | 40 | 40 | \$ 45.00 | \$ 1,800.00 | \$ 1,800.00 | \$ - |
| 608.0412 | Storm Sewer Pipe Reinforced Concrete Class IV | 10 | 10 | \$ 114.00 | \$ 1,140.00 | \$ 1,140.00 | \$ - |
| 608.3618 | Storm Sewer Pipe Class III-B 18-Inch | 81 | 80 | \$ 122.00 | \$ 9,882.00 | \$ 9,760.00 | \$ (122.00) |
| 611.0612 | Inlet Covers Type C | 2 | 1 | \$ 1,040.00 | \$ 2,080.00 | \$ 1,040.00 | \$ (1,040.00) |
| 611.1004 | Catch Basins 4-FT Diameter | 1 | 1 | \$ 4,660.00 | \$ 4,660.00 | \$ 4,660.00 | \$ - |
| 611.2004 | Manholes 4-FT Diameter | 1 | 1 | \$ 4,250.00 | \$ 4,250.00 | \$ 4,250.00 | \$ - |
| 628.1530.S | Silt Fence Heavy Duty | 140 | 0 | \$ 15.00 | \$ 2,100.00 | \$ - | \$ (2,100.00) |
| 628.7010 | Inlet Protection Type B | 6 | 2 | \$ 77.00 | \$ 462.00 | \$ 154.00 | \$ (308.00) |
| 628.7015 | Inlet Protection Type C | 1 | 0 | \$ 77.00 | \$ 77.00 | \$ - | \$ (77.00) |
| 628.7504 | Temporary Ditch Checks | 36 | 52 | \$ 9.00 | \$ 324.00 | \$ 468.00 | \$ 144.00 |
| 628.7555 | Culvert Pipe Checks | 6 | 6 | \$ 55.00 | \$ 330.00 | \$ 330.00 | \$ - |
| 646.5020 | Marking Arrow Epoxy | 1 | 1 | \$ 326.00 | \$ 326.00 | \$ 326.00 | \$ - |
| 646.6020 | Marking Stop Line Epoxy 12-Inch | 32 | 48.1 | \$ 14.00 | \$ 448.00 | \$ 673.40 | \$ 225.40 |
| 646.7520 | Marking Crosswalk Epoxy Block Style 24-Inch | 126 | 132 | \$ 27.00 | \$ 3,402.00 | \$ 3,564.00 | \$ 162.00 |
| 690.0150 | Sawing Asphalt | 140 | 160.9 | \$ 3.00 | \$ 420.00 | \$ 482.70 | \$ 62.70 |
| 690.0250 | Sawing Concrete | 40 | 8.6 | \$ 3.00 | \$ 120.00 | \$ 25.80 | \$ (94.20) |
| SPV.0060.01 | Traffic Control | 1 | 1 | \$ 4,400.00 | \$ 4,400.00 | \$ 4,400.00 | \$ - |
| SPV.0060.02 | Inlet Cover Type 57 | 1 | 0 | \$ 1,180.00 | \$ 1,180.00 | \$ - | \$ (1,180.00) |
| SPV.0180.01 | Restoration Type A | 68 | 68 | \$ 10.50 | \$ 714.00 | \$ 714.00 | \$ - |
| SPV.0180.02 | Concrete Driveway 5-Inch | 22 | 0 | \$ 60.00 | \$ 1,320.00 | \$ - | \$ (1,320.00) |
| SPV.0180.03 | Restoration Type B | 2139 | 3291 | \$ 11.00 | \$ 23,529.00 | \$ 36,201.00 | \$ 12,672.00 |
| Added Item | Hydroseed | 0 | 1636 | \$ 8.00 | \$ - | \$ 13,088.00 | \$ 13,088.00 |
| | | | | | \$ 174,783.00 | \$ 212,852.64 | \$ 38,069.64 |



COMMON COUNCIL REPORT

Item: Release - Edgemont Estates Subdivision 2007

Recommendation: That the Common Council adopts Resolution No. 12464-121923, releasing the developer from the development agreement and deed restrictions for the Edgemont Estates Subdivision, recorded June 27, 2007 (5th 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 & Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Developer, John M. Coury, entered into a development agreement dated May 1, 2007, and recorded on June 27, 2007, as Document #09454330. The deed restrictions were dated May 1, 2007, and recorded June 27, 2007, as Document #09454331. The agreement and deed restrictions were approved by Council by Resolution 10769-060507. In 2007, the proposed Edgemont Estates Subdivision included public infrastructure for a 12-lot and 4-outlot subdivision. The Developer did not proceed with the approved development nor commence construction and installation of any public improvements in accordance with the Development Agreement and Deed Restriction. There are no current outstanding assessments against the properties.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared/Approved:

Ashley N. Kiepczynski, PE
Assistant City Engineer

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:

Matthew J. Sullivan, PE
City Engineer

RESOLUTION NO. 12464-121923

BY: _____

**RESOLUTION RELEASING THE DEVELOPER FROM THE DEVELOPMENT
AGREEMENT AND DEED RESTRICTIONS**

EDGEMONT ESTATES SUBDIVISION

TAX KEY NO. 958-9995-006

(5TH ALDERMANIC DISTRICT)

WHEREAS, John M. Coury and Summit Hill Construction, (collectively the "Developer") and the City of Oak Creek ("City") entered into a Development Agreement dated May 1, 2007 and recorded with the Milwaukee County Register of Deeds as Document No. 09454330 (the "Development Agreement"); and

WHEREAS, the accompanying Deed Restrictions dated May 1, 2007 were recorded with the Milwaukee County Register of Deeds as Document No. 09454331 (the "Deed Restrictions"); and

WHEREAS, the Developer did not proceed with this development; and

WHEREAS, the Development Agreement and Deed Restrictions now need to be released for current development of the underlying parcel;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the Developer is released from the terms and conditions of the Development Agreement and the Deed Restrictions.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute said 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 19th day of December, 2023.

Passed and adopted this 19th day of December, 2023.

Approved this 19th day of December, 2023.

Common Council President Kenneth Gehl

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes ____

Document Number

RELEASE FROM
EDGEMONT ESTATES SUBDIVISION
DEVELOPMENT AGREEMENT
AND
DEED RESTRICTIONS
Document Title

Recording Area

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

958-9995-006

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 John M. Coury, Summit Hill Construction, Inc., hereinafter both collectively referred to as "Developer", entered into a Development Agreement dated May 1, 2007, which was approved by City of Oak Creek Common Council by Resolution No. 10769-060507 for Edgemont Estates Subdivision and more particularly described as follows; and

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 PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 34, TOWN 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST $\frac{1}{4}$ SECTION, SAID POINT BEING THE POINT OF BEGINNING OF LANDS HEREIN AFTER DESCRIBED:

RUNNING THENCE NORTH 00°47'59" WEST ALONG THE WEST LINE OF SAID NORTHWEST $\frac{1}{4}$ SECTION, 238.10 FEET TO A POINT; THENCE NORTH 89°12'01" EAST, ALONG THE SOUTH LINE OF LOT 1 OF CSM NO. 5982 TO A POINT; THENCE NORTH 00°47'59" WEST ALONG THE EAST LINE OF SAID CSM, 120.00 FEET TO A POINT; THENCE SOUTH 89°12'01" WEST, ALONG THE NORTH LINE OF SAID CSM, 246,052

FEET TO A POINT IN THE WEST LINE OF THE SAID NORTHWEST ¼ SECTION; THENCE NORTH 00°47'59" WEST, ALONG THE SAID WEST LINE, 80.00 FEET TO A POINT; THENCE NORTH 89°12'01" EAST ALONG THE SOUTH LINE OF CSM NO. 1746, 260.70 FEET TO A POINT; THENCE NORTH 00°47'59" WEST ALONG THE EAST LINE OF SAID CSM, 130.00 FEET TO A POINT; THENCE NORTH 00°46'57" WEST, 400.00 FEET TO A POINT; THENCE NORTH 00°47'59" WEST ALONG THE EAST LINE OF CSM'S NO. 5699 AND NO. 6386, 293.43 FEET TO A POINT; THENCE NORTH 59°58'16" EAST, 131.65 FEET TO A POINT; THENCE NORTH 89°29'33" EAST ALONG THE SOUTH LINE OF CSM NO. 4184, 279.82 FEET TO A POINT; THENCE SOUTH 00°47'02" EAST ALONG THE WEST LINE OF CSM NO. 5678, 1327.03 FEET TO THE SOUTH LINE OF SAID NORTHWEST ¼ SECTION; THENCE SOUTH 89°25'52" WEST ALONG THE SAID SOUTH LINE, 189.64 FEET TO A POINT; THENCE NORTH 00°34'08" WEST, 300.00 FEET TO A POINT; THENCE SOUTH 89°25'52" WEST, 210.00 FEET TO A POINT; THENCE SOUTH 00°34'08" EAST, 300.00 FEET TO A POINT IN THE SOUTH LINE OF SAID NORTHWEST ¼ SECTION, THENCE SOUTH 89°25'52" WEST ALONG THE SAID SOUTH LINE, 255.52 FEET TO THE POINT OF BEGINNING.

WHEREAS, the Development Agreement was recorded with the Milwaukee County Register of Deeds office on June 27, 2007, as Document #09454330; and

WHEREAS, the accompanying Deed Restrictions were recorded with the Milwaukee County Register of Deeds office on June 27, 2007, as Document #09454331 (the "Deed Restrictions"); and

WHEREAS, the Developer did not proceed with the approved development nor commence the construction and installation of any public improvements in accordance with the Development Agreement and Deed Restrictions;

NOW, THEREFORE, given that the Developer did not proceed with the approved development nor commence the construction and installation of any public improvements, the City hereby releases and discharges the Developer from the terms of the Development Agreement and the Deed Restrictions.

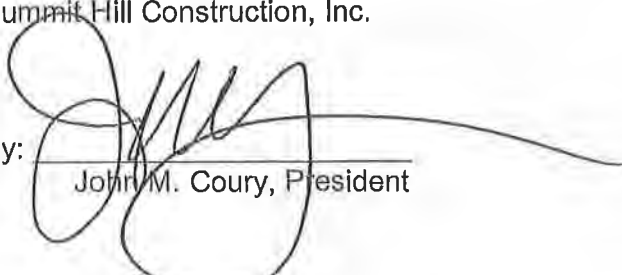
IN WITNESS WHEREOF, the parties hereto have executed this instrument under their several seals the day and year first above written, the name and corporate seal of each corporate body being hereto affixed, and the instrument duly signed by its duly authorized representatives.

In presence of:

DEVELOPER:


Summit Hill Construction, Inc.


By:


John M. Coury, President

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 14 day of December, 2023, the above-named John M. Coury, as President of Summit Hill Construction, Inc., to me known to be the person who executed the foregoing instrument and to me known to be such President of said corporation, acknowledged that he executed the foregoing instrument as such officer.

By: 
Name Printed: JAMES J. CARRIG
Notary Public, State of Wisconsin
My Commission Expires: is permanent



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



COMMON COUNCIL REPORT

Item: Local/County Agreement for S. 13th Street, W. Puetz Rd. to W. Drexel Ave.

Recommendation: That the Common Council adopts Resolution No. 12466-121923, a resolution entering into a Local/County Agreement between the City and Milwaukee County for cost sharing of Milwaukee County's S. 13th Street Reconstruction project from W. Puetz Road to W. Drexel Avenue (2nd Aldermanic District).

Fiscal Impact: The Water & Sewer Utility would pay the estimated \$51,175.

- 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: Milwaukee County plans to reconstruct S. 13th Street (CTH V) from W. Puetz Road to W. Drexel Avenue in 2024. The project will reconstruct this section of road from a rural asphalt roadway with aggregate shoulders, to an urban roadway section including concrete pavement, bike accommodations, curb and gutter, and public sidewalk. There are a few items that will not be covered fully by the federal grant, nor by Milwaukee County funds. These items pertain to Oak Creek municipality-owned local facilities that must be worked on under the reconstruction project. This agreement outlines these cost responsibilities. Work that would be the City's cost share responsibility includes; water valve box adjustments, sanitary manholes reconstruction/adjustments, sanitary manholes seals, and watermain protection. The estimated local cost share is \$51,175.

The actual number of units installed may vary from this estimate depending on field conditions. Therefore, the Municipality will be billed for each item at the actual construction cost. It is common under these intergovernmental projects that the required local facility work is charged back to the municipality.

Options/Alternatives: The alternative is to not adopt the Resolution, which would result in the County's S. 13th Street Reconstruction project not being completed.

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:


Brian Johnston, PE
Utility Engineer

Attachments: Resolution No. 12466-121923, Local/County Agreement

RESOLUTION NO. 12466-121923

BY: _____

**RESOLUTION ENTERING INTO A LOCAL/COUNTY AGREEMENT BETWEEN
THE CITY AND MILWAUKEE COUNTY FOR COST SHARING OF THE COUNTY'S
S. 13TH STREET (CTH V) RECONSTRUCTION PROJECT**

(2ND ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek (City) and Milwaukee County (MCDOT) are entering into a Local/County Agreement (Agreement) for cost sharing of MCDOT's reconstruction of S. 13th Street (CTH V) from W. Puetz Road to W. Drexel Avenue, and;

WHEREAS, the Agreement establishes that the City will pay the costs for required project work performed on local municipality-owned facilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the Agreement is hereby approved and the Mayor is authorized to execute the same, and;

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to transmit one (1) City-signed documents to MCDOT for its execution and the return of one fully-executed document back to the City.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December, 2023.

Passed and adopted this this 19th day of December, 2023.

Kenneth Gehl, Common Council President

Approved this 19th day of December, 2023.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____



**LOCAL/COUNTY AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT**

DATE: December 11, 2023
ID: WH001022 (Milwaukee County)
2505-03-71 (Wisconsin Department of Transportation)
HIGHWAY: CTH V (South 13th Street)
LIMITS: West Puetz Road to W Drexel Avenue

THIS AGREEMENT is made and entered into and between Milwaukee County, a body corporate, and the City of Oak Creek, a municipal corporation.

The portion of South 13th Street from West Puetz Road to W Drexel Avenue has been designated County Trunk Highway "V" pursuant to Section 83.025 of the Wisconsin Statutes.

The County has budgeted funds for the improvement of CTH "V" with construction anticipated to begin in 2024.

The Milwaukee County Department of Transportation (MCDOT), hereinafter called the County, through its undersigned duly authorized officers or officials, hereby requests the City of Oak Creek, hereinafter called the Municipality, to participate in the street improvements hereinafter described in the estimated cost summary.

The authority for the Municipality to enter into this agreement with the County is provided by Section 86.25(1), (2) and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

South 13th Street (CTH V) is a rural 2-lane undivided highway. To increase the service life of the pavement structure and improve the safety and operation of South 13th Street (CTH V) is the reason for this request.

Proposed Improvement – Nature of work:

The South 13th Street (CTH V) roadway is scheduled for reconstruction by the County. The roadway would be reconstructed to an urban cross section with the addition of bicycle accommodations and sidewalk.

As requested by the municipality, water valve box adjustments, sanitary manholes reconstruction/ adjustments, sanitary manholes seals, and watermain protection will be included with the South 13th Street (CTH V) proposed improvement project designated in the project as Category 0020. A corresponding City of Oak Creek resolution was passed and adopted on July 19, 2022.

WH001022 (2505-03-71)
City of Oak Creek
Category 0020
12-11-2023

**Project No. WH0001022 (2505-03-71)
 South 13th Street (CTH V) from West Puetz Road to West Drexel Avenue
ESTIMATED COST SUMMARY****

CONSTRUCTION ESTIMATED COSTS (SEE TABLE BELOW):

CATEGORY 0020- City of Oak Creek water valve box adjustments, sanitary manholes reconstruction/ adjustments, sanitary manholes seals, and watermain protection

| Item No. | Item Description | Unit | Estimated Quantity | Estimated Unit Cost | Total Estimated Cost |
|--|--|------|--------------------|---------------------|----------------------|
| CATEGORY 0020-CITY OF OAK CREEK | | | | | |
| 611.0420 | RECONSTRUCTING MANHOLES | EACH | 4 | \$ 2,000.00 | \$ 8,000.00 |
| 611.8110 | ADJUSTING MANHOLE COVERS | EACH | 11 | \$ 700.00 | \$ 7,700.00 |
| SPV.0060 | SPECIAL: 02 ADJUSTING WATER VALVE BOXES | EACH | 16 | \$ 700.00 | \$ 11,200.00 |
| SPV.0060 | SPECIAL: 03 WATERMAIN PROTECTION | EACH | 11 | \$ 300.00 | \$ 3,300.00 |
| SPV.0060 | SPECIAL: 21 INTERNAL SANITARY MANHOLE SEAL | EACH | 13 | \$ 1,100.00 | \$ 14,300.00 |

Estimated Construction City of Oak Creek Category 0020 Costs: \$44,500.00

+15% Construction Engineering & Contingency: \$6,675.00

TOTAL ESTIMATED PROJECT City of Oak Creek Category 0020 Costs: \$51,175.00

** The above costs reflect the County's best estimates to-date. The actual number of units installed may vary from this estimate depending on field conditions. The Municipality will be billed for each item at the actual construction cost.

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the designated Municipality and upon acceptance by the County shall constitute an agreement between the Municipality and the County.

Signed for and on behalf of Milwaukee County:

| | | |
|------------------------|---|-------|
| _____ | Director, Department of Transportation | _____ |
| Signature | Title | Date |
| | | |
| _____ | | |
| Donna Brown-Martin | | |
| Name (Written Clearly) | | |

Signed for and on behalf of the City of Oak Creek:

| | | |
|------------------------|-------|-------|
| _____ | Mayor | _____ |
| Signature | Title | Date |
| | | |
| _____ | | |
| Daniel Bukiewicz | | |
| Name (Written Clearly) | | |

-Terms and Conditions Begin on the Next Page-

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal, State and County regulations.
2. The Municipality will pay to the County such related costs for items as outlined below and listed in the Estimated Cost Summary.
3. Funding of each project phase (preliminary engineering, real estate, construction, other) is subject to inclusion in an approved program. County financing will be limited to participation in the costs of the following items as specified in the Estimated Cost Summary:
 - a. Preliminary Engineering and review services (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - b. The grading, base, pavement, and curb and gutter (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - d. Construction Engineering incidental to inspection and supervision of actual construction work (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - e. Signing and pavement marking, including detour routes (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - f. Surfacing of private driveways due to change in grade of the improvement (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - g. New installations or alterations of traffic signals (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - h. Real Estate for the improvement, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - i. Installation of new sidewalk required for the project to meet Federal funding requirements or replacement of any sidewalk removed as a result of a change in street grade (100%) or condition to meet ADA requirements, unless otherwise agreed as specified in the Estimated Cost Summary.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the County) includes, but is not limited to, the following items:
 - a. New installations of or alterations of sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, parking meters, pipelines, and similar utilities.
 - b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
 - c. New installations of or alterations of sidewalks that do not meet the conditions defined in 3i above, unless agreed as specified in the Estimated Cost Summary.
5. As the work progresses, the Municipality will be billed for work completed as outlined above and as listed in the Estimated Cost Summary. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw from the project, it will reimburse the County its proportionate local share of all construction and construction engineering costs incurred by the County to complete the construction phase of the project, up to the date the notification of withdrawal is received by the County.
7. The work will be administered by the County or its designee and may include items not eligible for County participation. The County shall notify the Municipality of such items prior to inclusion of the work and get written authorization for their inclusion and cost participation by the Municipality.
8. The Municipality at its own cost and expense and using its own labor forces and equipment will:
 - a. Prohibit angle parking.
 - b. Regulate parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - c. Regulate parking at all times in the vicinity of the proposed improvements during their construction.
 - d. Remove, reinstall and/or relocate street lighting poles, bases, luminaries, and other appurtenances necessary to accommodate the proposed improvement, including coordinating work, unless otherwise agreed as specified in the Estimated Cost Summary.

(End of Document)

RESOLUTION NO. 12343-071922

BY: Ald. Loreck

**RESOLUTION IN SUPPORT OF THE ADDITION OF CITY SIDEWALK
ON MILWAUKEE COUNTY'S PROPOSED RECONSTRUCTION OF
S. 13TH STREET (CTH V) FROM W. PUETZ ROAD TO W. DREXEL AVENUE**

(2ND ALDERMANIC DISTRICT)

WHEREAS, Milwaukee County is planning to reconstruct S. 13th Street (CTH V) from W. Puetz Road to W. Drexel Avenue; and,

WHEREAS, Construction is scheduled for 2024; and,

WHEREAS, the City of Oak Creek supports that the reconstruction project will include public sidewalk on the east and west side of S. 13th Street (CTH V); and,

NOW, THEREFORE, BE IT RESOLVED that the City of Oak Creek agrees that future maintenance and ownership of sidewalk and standard maintenance of the adjoining terrace area shall be in accordance with Municipal Code.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of July, 2022.

Passed and adopted this 19th day of July, 2022.




President, Common Council

Approved this 19th day of July, 2022.



Mayor, City of Oak Creek

ATTEST:



City Clerk

VOTE: AYES 4 NOES 0
** Ald. Marshall and Ald. Guzikowski were excused.



COMMON COUNCIL REPORT

Item: Final Payment - Project 23006 Demolition of Former Peter Cooper Vat House.

Recommendation: That the Common Council adopts Resolution No. 12467-121923, a resolution accepting the workmanship of Edgerton Contractors, Inc., and authorizing final contract payment under Project No. 23006 (4th Aldermanic District).

Fiscal Impact: The final payment of \$304,357.25 is to be paid with funding provided in CIP No. 23006.

- 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: On April 18, 2023, the Common Council awarded this project to the lowest responsive bidder, Edgerton Contractors, for an estimated cost of \$686,400.00 which was funded in Project 23006.

The contract involved demolishing a deteriorated building in the southwest corner of the Peter Cooper parcel to address safety concerns and eliminate its visual impact on new developments. The recycled materials, primarily concrete, were processed to WDOT Select Crushed gradation and are stockpiled on site for use in future Lakefront projects. The contract covered building demolition, material disposal, and the removal and crushing of concrete within the floor slab and subgrade. It also mandated removing material to a depth of 5' below ground to meet industry standards for future redevelopment.

The building's removal marks a significant milestone in the City's redevelopment. To document the process, a timelapse camera was set up by the Contractor, resulting in both a full and edited video for public communication, incurring an additional cost of \$1,079.65.

The initial bid relied on a site investigation report by Sigma Environmental Consultants, but unexpected sub-floors and concrete layers were discovered during demolition. Two change orders were issued: \$13,499.60 for disposing of wood floor at a landfill and \$38,444.00 for moving and processing additional concrete material. This additional concrete materail increased the original bid volume, resulting in a \$76,000 extra cost. Despite this, the City benefits from future cost savings on projects using the crushed material.

The final payment of \$816,923.25 reflects the additional costs incurred during demolition.

Options/Alternatives: The alternative is to not accept the work and thus not approve final payment.

Respectfully submitted:

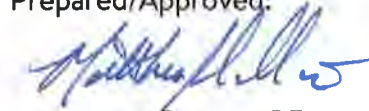
Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments: Resolution No. 12467-121923

Prepared/Approved:



Matthew J. Sullivan, PE
City Engineer

RESOLUTION NO. 12467-121923

BY: _____

**RESOLUTION ACCEPTING THE WORKMANSHIP OF
EDGERTON CONTRACTORS INC.
AND AUTHORIZING FINAL PAYMENT**

FORMER PETER COOPER VAT HOUSE DEMOLITION

PROJECT NO. 23006

(4TH ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek, hereinafter referred to as the City, and Edgerton Contractors Inc., hereinafter referred to as the contractor, entered into a contract whereby the Contractor agreed to perform certain services for demolition of the former Peter Cooper Vat House building under Project No. 23006, including demolition of the building, disposal of material at a licensed landfill where appropriate, removal of concrete from the subgrade to prepare the site for future redevelopment, and crushing of the concrete to a form that can be used in future projects, in the City of Oak Creek, in accordance with a Request for Professional Services prepared by the City Engineer for the agreed price of \$686,400; and,

WHEREAS, said total final contract price has been determined to be \$816,923.25 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; and,

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 \$304,357.25.

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 work 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 \$304,357.25 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 19th day of December, 2023.

Passed and adopted this 19th day of December, 2023.

President, Common Council

Approved this 19th day of December, 2023.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____

APPLICATION AND CERTIFICATE FOR PAYMENT

TO :
City of Oak Creek
8040 S 6th St
Oak Creek, WI 53154

PROJECT:
Peter Cooper Vat House Demo

Oak Creek, WI 53154

FROM:
Edgerton Contractors, Inc.
545 W Ryan Road; PO Box 901
Oak Creek, WI 53154
CONTRACT FOR:

VIA (ARCHITECT):

AIA DOCUMENT G702
APPLICATION NO. 23070-005

PERIOD: 11/30/23

ARCHITECT'S

City Job # 23006
CONTRACT DATE: 6/5/2023

| | |
|------------------|-------------|
| Distribution to: | OWNER |
| | ARCHITECT |
| | CONTRACTOR |
| | OWNER'S REP |
| INVOICE # | 23070-005 |

CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY | | ADDITIONS | DEDUCTIONS |
|--|---------------|-----------|------------|
| Change Orders approved in previous months by Owner | | | |
| TOTAL | | | |
| Approved this Month | | | |
| Number | Date Approved | | |
| | | | |
| TOTALS | | 0.00 | |
| Net change by Change Orders | | 0.00 | |

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 the current payments shown herein is now due.

CONTRACTOR: Edgerton Contractors, Inc.

By: [Signature] Date: 11/29/23

| | | |
|---|----|-------------|
| 1. ORIGINAL CONTRACT SUM..... | \$ | 686,400.00 |
| 2. Net change by Change Orders..... | \$ | 130,523.25 |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)..... | \$ | 816,923.25 |
| 4. TOTAL COMPLETED & STORED TO DATE..... | \$ | 816,923.25 |
| (Column G on G703) | | |
| 5. RETAINAGE: | | |
| a. 5 % of Amount Billed until 50% completed | \$ | 0.00 |
| (Column G on G703) | | |
| b. 0 % of Stored Material | \$ | |
| (Column J on G703) | | |
| Total Retainage (Line 5a + 5b or Total in Column 1 of G703)..... | \$ | 0.00 |
| 6. TOTAL EARNED LESS RETAINAGE..... | \$ | 816,923.25 |
| (Line 4 less Line 5 Total) | | |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... | \$ | -512,566.00 |
| 8. CURRENT PAYMENT DUE..... | \$ | 304,357.25 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE..... | \$ | 0.00 |
| (Line 3 less Line 5) | | |

State of: Wisconsin County of: Milwaukee

Subscribed and sworn to before me this 29 day of November 20 23
Notary Public: [Signature] County of: Milwaukee
My Commission expires: 7/21/24



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

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

Charge to 40-23-40-00570-23006
which is City Project #23006 GL number
For Final Payment and Retainage release for the Peter Cooper Vat House Demolition
Auth SAW 12/123

COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 12/19/23 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,200.00 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):
 - * Jamie L. Harrison (First Watch)
 - * Tami M. Ryan (BelAir Cantina)
 - * Stephanie L. Rios (First Watch)
 - * Richard J. Neustifter (Gastraus)
 - * Noelle E. Berg (Pick 'n Save)
 - * Maryam Ahmed (Pick 'n Save)
 - * Roman Isidoro Montiel (First Watch)
 - * Eldora A. Lochowicz (Pick 'n Save)
 - * Debra J. Morton (Pick 'n Save)
 - * Madison L. LaRonge (South Shore Cinema)
 - * Kalia S. Hernandez Mercado (Pick 'n Save)

2. Grant a Change of Agent for the 2023-24 Class A Combination alcohol license issued to Mega Marts LLC dba Pick 'n Save #862, 8770 S. Howell Ave., from Stephanie McCabe to Pamela K. Bluemner.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Prepared:



Christa J. Miller CMC/WCMC
Deputy City Clerk

Attachments: none

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the December 13, 2023 Vendor Summary Report in the total of \$2,167,604.24

Fiscal Impact: Total claims paid of \$2,167,604.24. Of this grand total paid, \$2,142,066.92 will affect fiscal year 2023. The remaining amount of \$25,537.32 will affect fiscal year 2024.

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. \$5,500.00 to Craig D. Child (pg #4) for psychological evaluations.
2. \$7,373.75 to Eco Resource Consulting, Inc. (pg #6) for Lake Vista PEC mitigation and invasive species management.
3. \$1,671,834.67 to Edgerton Contractors, Inc. (pg #6) for work on Lakefront Bluff Stabilization. Projects #23005.
4. \$37,864.41 to Edgewater Resources, LLC (pg #6) for construction observation on Lakefront Bluff Stabilization. Project #23005.
5. \$17,580.54 to Enterprise FM Trust (pg #6) for DPW vehicle lease monthly payment. Project #19024.
6. \$11,214.00 to Godfrey & Kahn S.C. (pg #8) for legal services regarding redevelopment of lakefront site.
7. \$8,875.50 to Graef (pg #8) for Puetz/Liberty Intersection Improvements and Drexel Town Square Pocket Park. Project #22006.
8. \$5,615.00 to Haskin Law Office (pg #9) for legal research relating to Lake Vista.
9. \$6,325.00 to JSD Professional Services, Inc (pg #10) for Biergarten in Abendschein Park. Project #22008.
10. \$13,587.31 to Kansas City Life Insurance Co. (pg #23) for January disability insurance.
11. \$11,120.81 to Kronos, Inc. (pg #10) for OCPD Telestaff annual license fee and support.
12. \$12,071.79 to League of Wisconsin (pg #11) for yearly membership.
13. \$16,103.00 to Locution Systems, Inc. (pg #12) for annual maintenance.

-
14. \$19,355.10 to Miller-Bradford & Risberg, Inc. (pg #13) for vehicle repair.
 15. \$5,846.27 to Oak Creek Water & Sewer Utility (pgs #14 & 15) for Digger's Hotline services and water/sewer quarterly fees.
 16. \$5,187.75 to R.A. Smith (pg #16) for inspection services relating to Heyday and Lakeshore Commons projects.
 17. \$7,390.08 to Ray O'Herron Co., Inc. (pgs #14) for holsters.
 18. \$13,957.53 to Reliable Floor Care (pgs #16 & 17) for stripping & recoating floors (PD).
 19. \$6,500.00 to Roll N Rack LLC (pg #17) for a power roller.
 20. \$6,396.00 to Root-Pike Watershed Initiative Network (pg #17) for 2024 Respect Our Waters Clear Water Campaign.
 21. \$6,554.06 to Securian Financial Group, Inc. (pgs #23 & 24) for January employee life insurance.
 22. \$10,544.26 to Tactical Electronics (pg #19) for a core pole camera.
 23. \$14,375.00 to Tyler Technologies, Inc. (pg #19) for consulting services.
 24. \$55,138.75 to US Bank (pgs #26 - 36) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
 25. \$12,399.64 to WE Energies (pg #33) for street lighting, electricity, & natural gas.
 26. \$7,247.00 to WI Court Fines & Surcharges (pg #20) for November court fines.
 27. \$12,163.85 to WI Dept. of Transportation (pg #20) for construction services relating to 6th St Bridge Design and Replacement, Safe Routes to School, Design of W. Drexel Ave. Projects #19029, #20028, #21017, #23008.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:



Maxwell Gaggin, MPA
Assistant City Administrator/Comptroller

Attachments: 12/13/2023 Invoice GL Distribution Report

COMMON COUNCIL REPORT

Item: Authorizing payment of bills, debts and obligations.

Recommendation: That the Common Council adopt Resolution No. 12458-121923, a Resolution authorizing payment of bills, debts and obligations.

Fiscal Impact: There is no further fiscal impact other than potentially saving on interest charges or late fees.

Critical Success Factor(s):

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

Background: The Common Council voted to hold only one meeting in the month of January 2024, on January 16, 2024. This leaves four weeks before the January 16, 2024 meeting and would put some of our bills past due if not paid. Per State Statute 62.12(6), "unless otherwise provided by law, City funds should be paid out only by authority of the Council." The attached resolution will allow the Finance Department to create a vendor summary report and cut and release checks as if there were still a meeting on January 3, 2024. At the January 16, 2024 meeting, we will provide the Council with a vendor summary report from January 3, as well as a vendor summary report for January 16.

Options/Alternatives: Hold all bills until January 16, 2024 and potentially incur interest charges or late fees.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:



Maxwell Gaglin, MPA
Assistant City Administrator/Comptroller

Attachments: Resolution No. 12458-121923

RESOLUTION NO. 12458-121923

RESOLUTION AUTHORIZING PAYMENT OF BILLS, DEBTS AND OBLIGATIONS

WHEREAS, the Common Council has decided to cancel the Common Council meeting that had been scheduled for January 3, 2024; and,

WHEREAS, Wis Stats §62.12(6) provides that “unless otherwise provided by law, City funds should be paid out only by authority of the Council”; and,

WHEREAS, City bills, debts and obligations may become delinquent because of the cancellation of the January 3, 2024, Common Council Meeting; and,

WHEREAS, Common Council desires to ensure that all bills, debts and obligations of the City are paid in a timely manner.

NOW THEREFORE, BE IT RESOLVED that the Common Council hereby authorizes the payment of City bills, debts and obligations that become due during the month of December 2023 to be paid in accordance with state and local law prior to the approval of the vendor summary report for the January 16, 2024, Common Council meeting.

BE IT FURTHER RESOLVED that any bills, debts and obligations that are paid pursuant to this Resolution after the December 27th vendor summary report has been approved, but prior to approval of the vendor summary report by the Common Council for the January 16th meeting be included in the vendor summary report for the January 16, 2024, Common Council meeting.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 19th day of December 2023.

Passed and adopted this 19th day of December 2023.

Kenneth Gehl, Common Council President

Approved this 19th day of December 2023.

Mayor Daniel Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____