



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

COMMON COUNCIL MEETING AGENDA

APRIL 16, 2024
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.

Swearing-In Ceremony

City Clerk Catherine Roeske will swear in 2nd District Alderperson Greg Loreck, 4th District Alderperson Lisa Marshall, and 6th District Alderperson Chris Guzikowski.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance.
3. Approval of Minutes: 4/1/24
4. Election of Common Council President.

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. **Conditional Use Permit:** Consider a request submitted by Ivan Vasiljevic, North Investments, LLC, for a Conditional Use Permit for autobody/automotive mechanical (truck and trailer) repair, truck parking facilities, and outdoor storage on the properties at 9810, 9840, and 9880 S. Ridgeview Dr. (5th District).
6. **Ordinance:** Consider Ordinance No. 3094, approving a Conditional Use Permit for autobody/automotive mechanical (truck and trailer) repair, truck parking facilities, and outdoor storage on the properties at 9810, 9840, and 9880 S. Ridgeview Dr. (5th District).

New Business

7. **Motion:** Consider a motion to approve the Plan of Finance for \$2,510,000 Note Anticipation Notes and \$6,625,000 Taxable Note Anticipation Notes (by Committee of the Whole).

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

8. **Resolution:** Consider Resolution No. 12485-041624, a Resolution Authorizing the Issuance of Not to Exceed \$2,550,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,550,000 Note Anticipation Notes, Series 2024A in Anticipation Thereof (by Committee of the Whole).
9. **Resolution:** Consider Resolution No. 12486-041624, a Resolution Authorizing the Issuance of Not to Exceed \$6,700,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$6,700,000 Taxable Note Anticipation Notes, Series 2024B in Anticipation Thereof (by Committee of the Whole).
10. **Motion:** Consider a motion to concur with the Personnel and Finance Committee and amend Personnel Policy 6.13 (Tuition Reimbursement) for non-represented employees (by Committee of the Whole).
11. **Resolution:** Consider Resolution No. 12492-041624, supporting the 128th Air Refueling Wing of the Wisconsin Air National Guard to Acquire the KC-46A Pegasus at General Mitchell's Air National Guard Base (by Committee of the Whole).

PUBLIC WORKS & UTILITY

12. **Resolution:** Consider Resolution No. 12482-041624, approving the T-Mobile First Amendment to the Orchard Way Reservoir lease agreement (Tax Key Nos. 831-9016, 831-9021) (2nd District).

COMMUNITY DEVELOPMENT

13. **Resolution:** Consider Resolution No. 12481-041624, designating park area on a portion of the property at 8430 S. Orchard Way as "Orchard Way Micro Park". (2nd District).

ENGINEERING

14. **Resolution:** Consider Resolution No. 12483-041624, authorizing a contract extension and addendum to the City of Oak Creek 2023 Stormwater Engineering and Consulting Services Contract (by Committee of the Whole).
15. **Resolution:** Consider Resolution No. 12484-041624, accepting the workmanship of Globe Contractors, Inc., and authorizing final contract payment under Project No. 18035 (4th District).
16. **Resolution:** Consider Resolution No. 12487-041624, approving the 517 E. Rawson Development Agreement with 517 - E RAWSON, LLC for the design and construction of public improvements for the development located at 517 E. Rawson Ave. (Tax Key No. 766-9012-000) (Project No. 24050) (1st District).
17. **Resolution:** Consider Resolution No. 12488-041624, approving a Storm Water Management Practices Maintenance Agreement with 517 E. RAWSON, LLC for the four (4) building business center located at 517 E. Rawson Avenue (Tax Key No. 766-9012-000) (1st District).

LICENSE COMMITTEE

18. **Motion:** Consider a motion to approve the various license requests as listed on the 4/16/24 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

19. **Motion:** Consider a *motion* to approve the April 10, 2024 Vendor Summary Report in the amount of \$480,802.38 (by Committee of the Whole).

APPOINTMENTS

****NOTE:** It is anticipated that the Mayor and Common Council President's Aldermanic appointments to various boards and commissions will be on the 5/7/24 Council agenda.

20. Mayor's Aldermanic Appointments
- a. Small Claims Committee – 1
 - b. Library Board – 1
21. **Motion:** Consider a *motion* to concur with the following Mayoral Aldermanic appointments:
- a. Tourism Commission - 1
 - b. Community Development Authority (CDA) -2
22. Common Council President Aldermanic Appointments:
- a. Personnel & Finance Committee – 3
 - b. License Committee – 3
 - c. Plan Commission Representatives – 2
 - d. Board of Health Representative – 1
 - e. Emergency Management Advisory Committee Representative – 1
 - f. Parks & Recreation Commission – 1
 - g. Board of Public Works and Capital Assets - 3

MISCELLANEOUS

23. **Motion:** Consider a *motion* to convene into closed session pursuant to Wisconsin State Statutes Section 19.85, to discuss the following:
- (a) Section 19.85(1)(c) to discuss the performance evaluation and employment contract for the City Administrator.
 - (b) Section 19.85(1)(g) to discuss Setzer Properties MKE, LLC vs. City of Oak Creek (Milwaukee County Case No. 2023CV006017).
24. **Motion:** Consider a *motion* to reconvene into open session.
25. **Motion:** Consider a *motion* to take action, if required.

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 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.

TO BE PUBLISHED MARCH 20 & 27, 2024

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 Ivan Vasiljevic, North Investments, LLC, for a Conditional Use Permit for autobody/automotive mechanical (truck and trailer) repair, truck parking facilities, and outdoor storage on the properties at 9810, 9840, and 9880 S. Ridgeview Dr.

Hearing Date: April 16, 2024

Time: 7:00 PM

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

Applicant(s): Ivan Vasiljevic, North Investments, LLC

Property Owner(s): North Investments, LLC

Property Location(s): 9810, 9840, 9880 S. Ridgeview Dr.

Tax Key(s): 903-0010-000, 903-0011-000, and 903-0012-000

Legal Description:

9810 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 6 BLK. 5.

9840 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 7 BLK. 5.

9880 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 8 BLK. 5.

All properties to be known as Lot 1 of a Certified Survey Map to be recorded.

The Common Council has scheduled other public hearings for April 16, 2024 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: March 13, 2024
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: Conditional Use Permit - 9810, 9840, 9880 S. Ridgeview Dr. - Ivan Vasiljevic, North Investments

Recommendation: That the Council considers Ordinance 3094, an ordinance to approve a Conditional Use Permit for autobody/automotive mechanical (truck and trailer) repair, truck parking facilities, and outdoor storage on the properties at 9810, 9840, and 9880 S. Ridgeview Dr. (5th Aldermanic District)

Fiscal Impact: Approval will allow for the occupancy of existing industrial buildings and properties in compliance with current Codes. Resolution of existing violations will be required prior to the approval of Occupancy Permits for all properties. Since all lots are currently developed, no immediate fiscal impact other than review and permit fees is anticipated. 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 & Welcoming
 - Inspired, Aligned, and Proactive City Organization
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Applicant is requesting approval of a Conditional Use Permit for autobody/automotive mechanical (truck and trailer) repair, truck parking facilities, and outdoor storage on the properties at 9810, 9840, and 9880 S. Ridgeview Dr. Autobody/Automotive Mechanical Repair and Truck Parking facilities are Conditional Uses in the M-1, Manufacturing district. Council will recall that a Certified Survey Map combining the properties was approved at the November 7, 2023 meeting.

In order to provide the most accurate information, staff are providing a brief history of the properties as part of this report. In 2018, a Conditional Use Permit was issued to Maric Investments for a single trans-shipment depot and truck engine repair on the property at 9880 S. Ridgeview Dr. However, the Conditions and Restrictions (attached) limited outdoor storage to parking four (4) semi-trucks directly related to the operation of the business (no other outdoor storage of any kind allowed), and limited truck maintenance and engine repair to trucks owned by the business only. When the Applicant submitted an Occupancy Permit Application for a transportation use at 9810 S. Ridgeview Dr., staff became aware of several violations that had occurred since 2018. Specifically, the paved truck and trailer parking area on 9840 S. Ridgeview Dr. had expanded well beyond what had been approved by the Plan Commission and did not incorporate stormwater management as required by Code, landscaping had been removed, and the parking area for 9880 S. Ridgeview Dr. had expanded with a connection to the truck and trailer parking at 9840 S. Ridgeview Dr. Both the Applicant and former owner of the property at 9880 S. Ridgeview Dr. were notified of the violations, and potential methods to rectify those issues. The Applicant pursued acquisition of all properties, and has submitted local applications for the required review processes.

Prior to the Plan Commission's initial review of the proposed Conditional Use Permit on October 24, 2023, staff witnessed tires, boxes, and other trash on the south side of the property at 9880 S. Ridgeview Dr. outside of a noncompliant enclosure in disrepair. The trash receptacle was unscreened and in front of a roll-off container. A semi-truck was parked in the drive aisle connecting the north and south parking areas on the property, a trailer with what appeared to be a riding lawn mower was parked in a parking stall north of the building, a passenger vehicle was parked in one (1) of the four (4) striped truck/trailer stalls on the property, and a vehicle with flat tires was parked in a passenger vehicle stall. The only permits that have been issued for the building have been for plumbing and electrical work, and for a single tenant that is no longer at the location. Based on this information, it appears that this property is not in compliance with the Conditions and Restrictions of the 2018 Conditional Use Permit. The Applicant's representative has indicated the intent to clean up the property and bring it into compliance.

While the Applicant's original request included several tenants in the building at 9880 S. Ridgeview Dr., updated information provided by the Applicant's representative indicates that there will be a single user – Keller Trucking – in the building. Keller Trucking will operate an administrative/dispatch office as well as service their own trucks onsite. No services will be provided to the public or other businesses.

The building at 9810 will be utilized primarily for TNT Express, with a portion proposed for Nationwide Recovery Towing Service. Staff continue to have concerns for the partial use of this site as a towing/recovery business. A chain-link fence with mesh fabric was installed on the east side of the 9810 building for outdoor storage of vehicles. No fence permit was submitted. Within this area staff observed a shipping container that had been identified as being used for storage of personal items recovered from towed vehicles. Shipping containers are not allowed by Code as permanent structures, and the narrative dated February 7, 2024 states that it will be removed. The updated narrative also states that the trash receptacles for the north part of the site would also be in this area. Staff have concerns for using this area as a salvage yard for the storage of junk or inoperable vehicles in addition to concerns for access and maintenance to the trash enclosures. The draft Conditions and Restrictions include prohibitions on the storage of salvaged, junk, or unlicensed/inoperable vehicles; storage of equipment; and storage of trash and recycling receptacles.

Trash and recycling receptacles for the entire site will be required to be in Code-compliant enclosures. All Fire Codes with regard to storage of flammable and combustible materials will apply, as will State and Federal disposal requirements. Site, building, landscaping, lighting, stormwater, and related plans will be required to be reviewed and approved by the Plan Commission prior to permitting should the Conditional Use Permit be approved.

After careful consideration at their October 24, 2023, February 13, 2024, and February 27, 2024 meetings, the Plan Commission recommended Common Council approval of the request subject to attached Conditions and Restrictions and upon favorable Findings of Fact for the criteria in the Options/Alternatives section below.

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

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

Should the Council determine that the proposed request for a Conditional Use Permit on the properties at 9810, 9840, and 9880 S. Ridgeview Dr. is acceptable, the suggested motion is to approve Ordinance 3094 as stated. Disapproval would require compliance with the existing Code, and remediation of the sites to the pre-violation condition.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Approved:



Kristi Porter
Community Development Director

Attachments:

Ord. 3094

Location Map

Ord. 2901 Conditions and Restrictions (4 pages)

Narrative (4 pages)

Site Plan, C-3 (1 page)

Floor Plans (2 pages)

Corrective Actions (3 pages)

Draft Conditions and Restrictions (7 pages)

Excerpted Plan Commission Minutes (6 pages)

ORDINANCE NO. 3094

By: _____

AN ORDINANCE TO APPROVE A CONDITIONAL USE PERMIT FOR AUTOBODY/AUTOMOTIVE MECHANICAL (TRUCK AND TRAILER) REPAIR, TRUCK PARKING FACILITIES, AND OUTDOOR STORAGE ON THE PROPERTIES AT 9810, 9840, AND 9880 S. RIDGEVIEW DR.

(5th Aldermanic District)

WHEREAS, IVAN VASILJEVIC, NORTH INVESTMENTS, has applied for a Conditional Use Permit that would allow autobody/automotive mechanical (truck and trailer) repair, truck parking facilities, and outdoor storage on the properties at 9810, 9840, and 9880 S. Ridgeview Dr.; and

WHEREAS, the properties are more precisely described as follows:

9810 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 6 BLK. 5.

9840 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 7 BLK. 5.

9880 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 8 BLK. 5.

All properties to be known as Lot 1 of a Certified Survey Map to be recorded.

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

WHEREAS, the Common Council held a public hearing on this matter on April 16, 2024, at which time all interested parties appeared and were heard; and

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

WHEREAS, following said public hearing and upon recommendation of approval of the Plan Commission, the Common Council is of the opinion that the best interests of the City would be served if the Conditional Use were approved and authorized for the lands hereinabove described, subject, however, to the imposition of certain conditions and restrictions on the design, construction, location and operation of the Conditional Use.

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

SECTION 1: To promote the general welfare, public safety and general planning within the City of Oak Creek, the Building Commissioner is hereby authorized to grant a Conditional Use Permit for autobody/automotive mechanical (truck and trailer) repair, truck parking facilities, and outdoor storage on the properties at 9810, 9840, and 9880 S. Ridgeview Dr., which shall include the aforementioned conditions and restrictions (see Exhibit A).

SECTION 2: The Conditional Use is subject to the aforementioned conditions and restrictions on the design, location, construction and operation of the Conditional Use for autobody/automotive mechanical (truck and trailer) repair, truck parking facilities, and outdoor storage on the properties at 9810, 9840, and 9880 S. Ridgeview Dr.

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

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

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

Passed and adopted this 16th day of April, 2024.

President, Common Council

Approved this 16th day of April, 2024.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

EXHIBIT A: CONDITIONS AND RESTRICTIONS

City of Oak Creek – Conditional Use Permit (CUP) Conditions and Restrictions		
Applicant:	North Investments	Approved by Plan Commission: 2-27-24
Property Address(es):	9810, 9840, 9880 S. Ridgeview Dr.	Approved by Common Council: 4-16-24
Tax Key Number(s):	903-0010-000, 903-0011-000, & 903-0012-000	(Ord. 3094)
Conditional Use:	Autobody/automotive mechanical (truck & trailer) repair, truck & trailer parking, outdoor storage	

1. LEGAL DESCRIPTION

9810 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 6 BLK 5.

9840 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 7 BLK 5.

9880 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 8 BLK 5.

All properties to be known as Lot 1 of a Certified Survey Map to be recorded.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

B. All requirements of Ord. 2901 are amended by these Conditions and Restrictions.

C. A precise detailed site plan for the area affected by the Conditional Use Permit shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building permits for each phase. This plan shall show and describe the following:

- | | |
|---|--|
| <p>1) General Development Plan</p> <ul style="list-style-type: none">a) Detailed building/structure location(s) with setbacksb) Square footage of all buildings/structures
c) Area(s) for future expansion/phasesd) Area(s) to be pavede) Access drive(s) (width and location)f) Sidewalk location(s)g) Parking layout and traffic circulation<ul style="list-style-type: none">i) Location(s) and future expansionii) Number of employeesiii) Number of all parking spacesiv) Dimensionsv) Setbacks & buffersh) Location(s) of loading berth(s)
i) Location of sanitary sewer (existing & proposed)j) Location of water (existing & proposed)
k) Location of storm sewer (existing & proposed)
l) Location(s) of wetlands (field verified) | <p>2) Landscape Plan</p> <ul style="list-style-type: none">a) Screening plan, including parking lot screening/barricade & buffer areasb) Number, initial & mature sizes, and types of plantings; tree inventory & retention/replacement planc) 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 temperature(s) of fixturesb) Mounting heightsc) Types & color of polesd) 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> |
|---|--|

EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

- m) Location(s) and details of sign(s)
 - n) Location(s) and details of proposed fences/gates
 - a) Locations of existing & proposed fire hydrants
 - b) Interior floor plan(s)
 - c) Materials of construction
 - d) Materials to be stored (interior & exterior)
- C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building or occupancy permit.
- D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.
- E. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Two (2) autobody/automotive mechanical (truck & trailer only) repair facilities, truck and trailer parking, and one (1) outdoor storage area in accordance with these Conditions and Restrictions shall be allowed on the property. Other uses allowed on this property shall be limited to those allowed by the M-1, Manufacturing zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended).
- B. Autobody/automotive mechanical repair shall be limited to one (1) facility per building, and shall be restricted to the repair of those trucks and trailers owned by the business. Contracted or advertised vehicle maintenance and repair is prohibited. All maintenance and repair shall be performed within the buildings.
- C. Truck and trailer parking shall be limited to striped stalls and loading docks. Passenger vehicles shall not be parked in truck and trailer parking stalls.
- D. Outdoor storage shall be limited to one (1) paved area on the northeast corner of the building at 9810 S. Ridgeview Drive (north building) for the towing and recovery service facility as approved by the Plan Commission as part of Site and Building Plan Review.
- E. The outdoor storage area shall be fenced and screened in conformance with all applicable sections of the Municipal Code (as amended), and as approved by the Plan Commission as part of Site and Building Plan Review.
- F. There shall be no outdoor storage, rental, sale/display of equipment, parts, supplies, other vehicles (e.g., boats, recreational vehicles, etc.), merchandise, or any other materials on the property.
- G. Waste and bulk oil, fluids, and similar shall be stored interior to the building in accordance with all Fire Codes, with removal by waste management companies registered with the EPA. All used oil filters, rags, and similar waste products shall be contained in separate waste containers than the onsite general trash enclosures.
- H. Vehicles stored in the approved, fenced outdoor storage area on the northeast side of the property at 9810 S. Ridgeview Dr. (as approved by the Plan Commission as part of Site and Building Plan Review) shall be licensed and in operable condition. Junk, salvaged, or inoperable vehicles are prohibited onsite. Passenger vehicle repairs are prohibited onsite.

EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

- I. There shall be no shipping containers stored on the property. All recovered property items for the towing and recovery service facility shall be stored and secured within the existing building.
- J. 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).
- K. All signs shall conform to the requirements of Sec. 17.0601 – 17.0609 of the Municipal Code (as amended).
- L. All trash and recycling receptacles shall be contained within enclosures in conformance with Sec. 17.0506(a) of the Municipal Code (as amended). The number, size, location and screening of appropriate solid waste collection units shall be in conformance with plans approved by the Plan Commission as part of Site and Building Plan Review.
- M. 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 submission of permit applications. Landscaping, in accordance with the approved plan, shall be installed prior to the issuance of any Occupancy Permit.
- N. Solid waste collection and recycling shall be the responsibility of the owner.
- O. 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. ACCESS AND PARKING

- A. Access for this development shall be restricted to the existing two (2) driveways. Any modification to the existing driveways shall be in accordance with Section 17.0404 of the Municipal Code (as amended), and plans approved by the Plan Commission as part of Site and Building Plan Review.
- B. Parking shall be provided in accordance with Section 17.0404 of the Municipal Code (as amended), these conditions and restrictions, and plans approved by the Plan Commission as part of Site and Building Plan Review.

5. LIGHTING

All plans for new outdoor lighting shall be reviewed and approved by the Plan Commission and Electrical Inspector in conformance with Sec. 17.0509 of the Municipal Code (as amended).

6. BULK AND DIMENSIONAL REQUIREMENTS, SETBACKS

<u>Lot Standards (Minimum)</u>	
Lot Area	1 acre
Lot Width	200 ft
<u>Yard Setbacks (Minimum) (ft)</u>	
Front	40 ft
Street Facing Side	40 ft
Interior Side	20 ft
Rear	20 ft
<u>Building Standards (Maximum)</u>	

EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

Height	55 ft
Building Coverage	70%
Lot Coverage	70%
Parking (Minimum)	
Stalls and pavement to property lines	5 ft
Notes:	
(1) Setbacks from wetlands shall be a minimum of fifteen (15) feet with a five (5) foot undisturbed buffer.	

7. TIME OF COMPLIANCE

- A. The operator of the Conditional Use Permit shall commence work in accordance with these Conditions and Restrictions within twelve (12) months from the date of adoption of the ordinance authorizing this Conditional Use Permit. This Conditional Use Permit approval shall expire twelve (12) months after the date of adoption of the ordinance if building permits have not been issued for this use. The applicant shall re-apply for Conditional Use Permit approval prior to recommencing work or construction.
- B. Permits shall be obtained for all fences, structures, buildings, paving, lighting/electrical, stormwater/green infrastructure, and related prior to submission of Occupancy Permits.
- C. Compliance with these conditions and restrictions and all applicable Sections of the Municipal Code (as amended) is required prior to the issuance of Occupancy Permits.

8. DURATION OF CONDITIONAL USE PERMIT

This Conditional Use Permit is limited in duration to three (3) years from the date of issuance of the Conditional Use Permit. The owner may apply for an extension of this Conditional Use Permit. The process for extension of the Conditional Use Permit shall follow the procedures for approving Conditional Use Permit as set forth in Section 17 1007 of the Municipal Code (as amended)

9. OTHER REGULATIONS

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

10. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use Permit is convicted of two or more violations of these Conditions and Restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 11 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other City ordinances.

11. REVOCATION

Should an applicant, their heirs, successors or assigns, fail to comply with the Conditions and

EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

Restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use Permit as set forth in Section 17.0804 of the Municipal Code (as amended).

12. ACKNOWLEDGEMENT

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

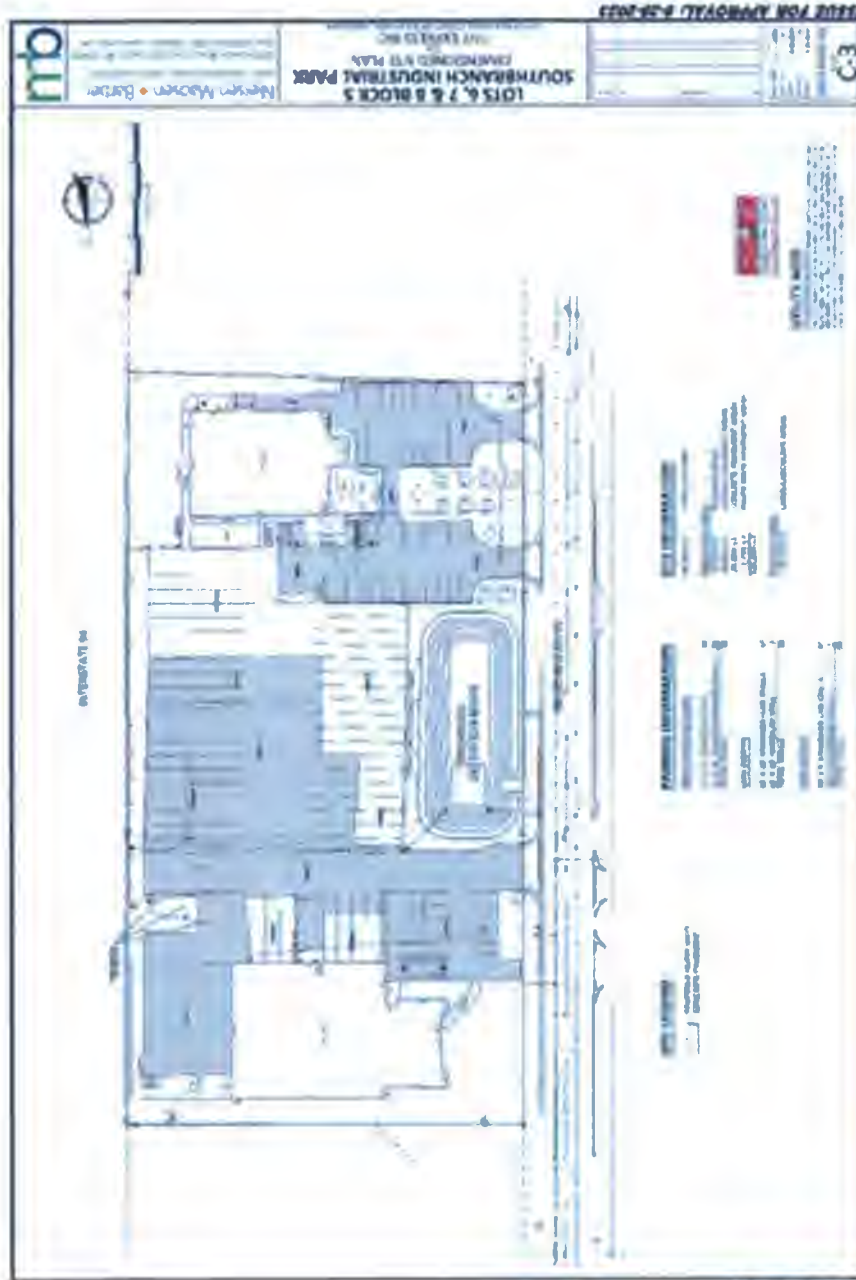
Owner / Authorized Representative Signature

Date

(please print name)

EXHIBIT A: CONDITIONS AND RESTRICTIONS CONT'D

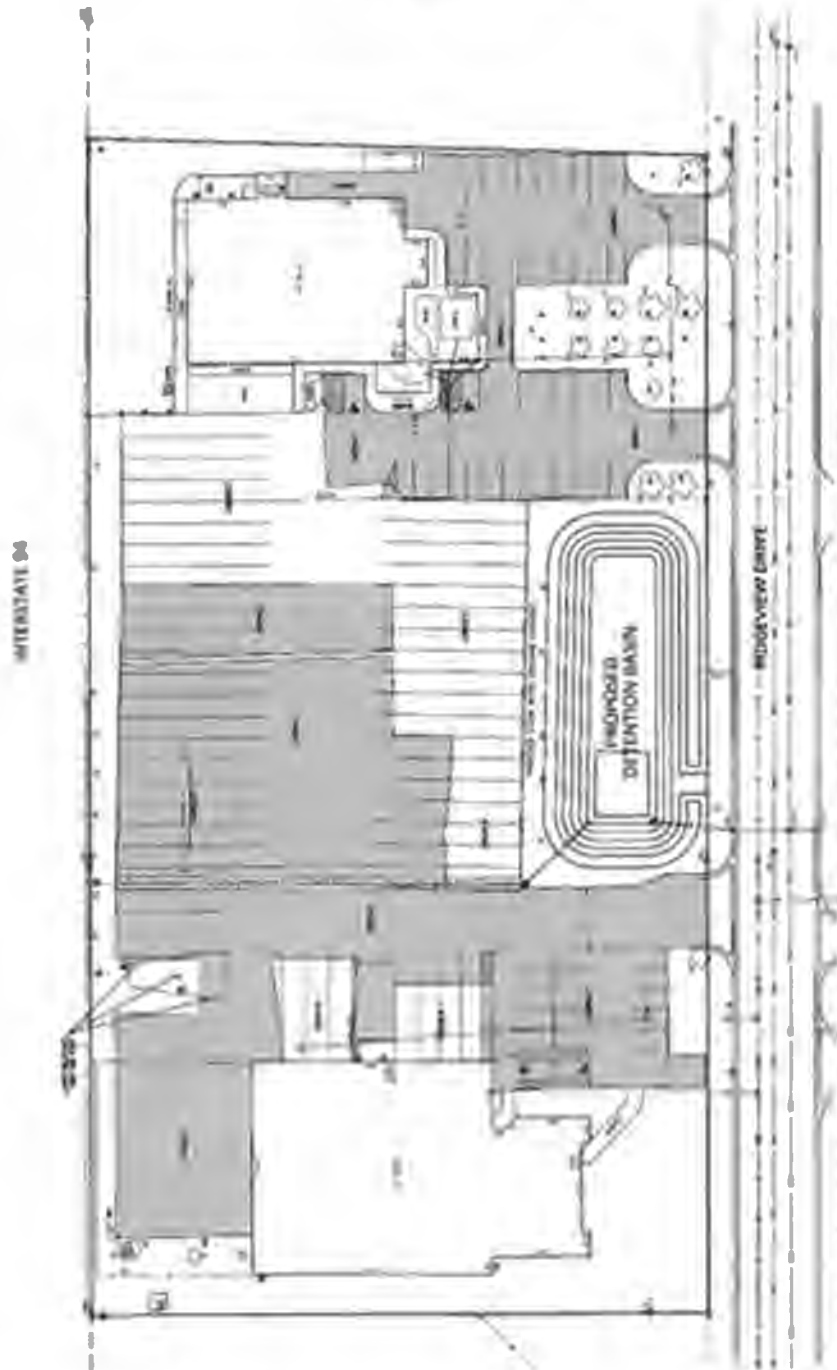
**EXHIBIT A:
GENERAL DEVELOPMENT PLAN¹**



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: CONDITIONS AND RESTRICTIONS CONT'D

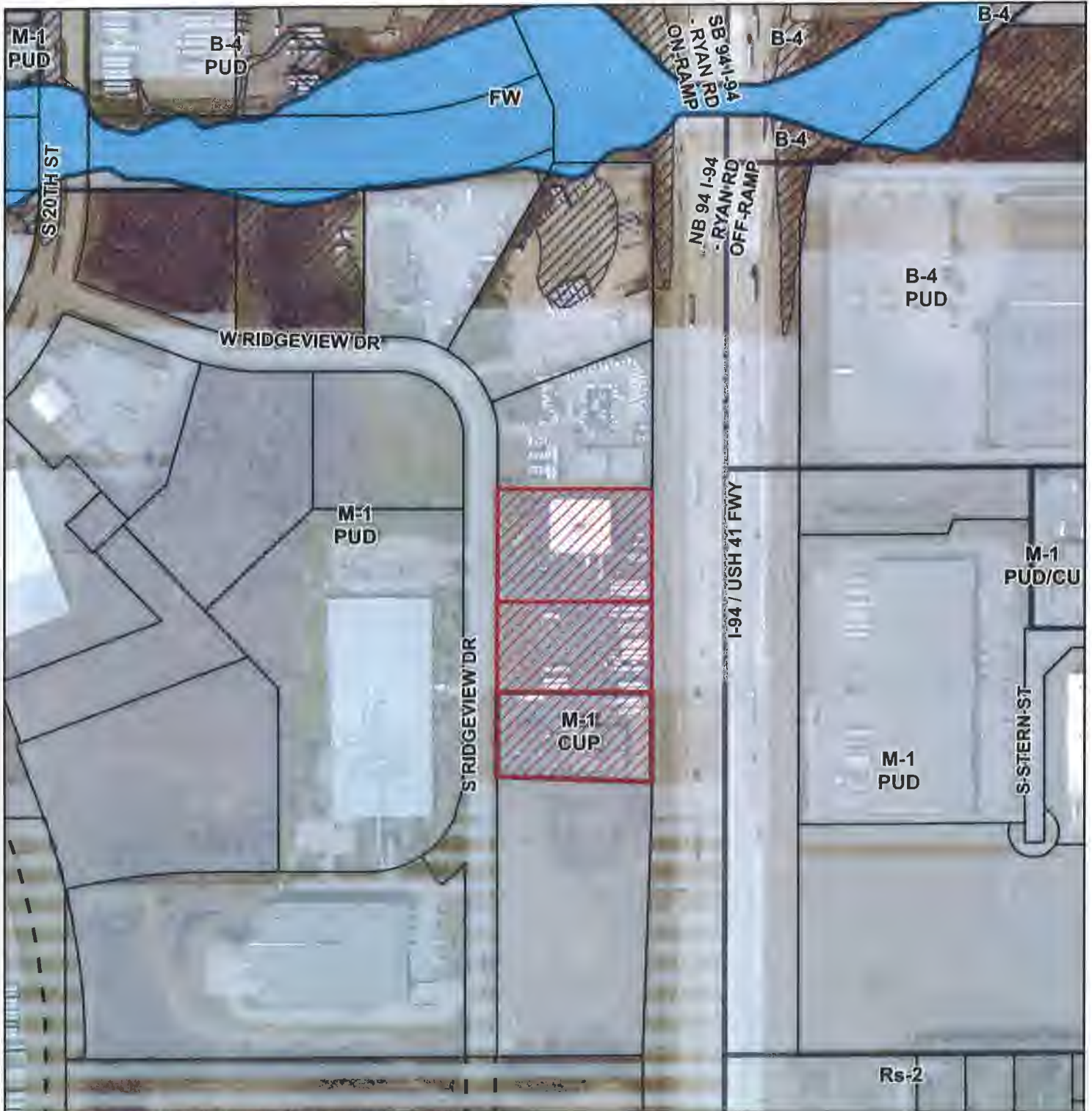
**EXHIBIT A:
GENERAL DEVELOPMENT PLAN (ENLARGED)²**



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

9810, 9840, & 9880 S. Ridgeview Dr.



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



Community Development

0 0.02 0.04 0.07 Miles



Legend

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

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

Applicant: Pedrag Maric, Maric Investments, LLC.
Property Address(es): 9880 S. Ridgeview Dr.
Tax Key Number(s): 903-0012-000
Conditional Use: **Trans-shipment depot facility &
truck engine repair**

Approved by Plan Commission: 4-24-18
Approved by Common Council: 6-5-18
(Ord. # 2901)

1. LEGAL DESCRIPTION

SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 8 BLK. 5.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

B. A precise detailed site plan for the area affected by the Conditional Use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall 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
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number of employees
 - iii) Number of parking spaces
 - iv) Dimensions
 - v) Setbacks
- h) Location(s) of loading berth(s)
- i) Location of sanitary sewer (existing & proposed)
- j) Location of water (existing & proposed)
- k) Location of storm sewer (existing & proposed)
- l) Location(s) of wetlands (field verified)
- m) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

2) **Landscape Plan**

- a) Screening plan, including parking lot screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

3) **Building Plan**

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

4) **Lighting Plan**

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

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

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins (if required)

6) **Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction

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

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

A. One (1) trans-shipment depot facility & truck engine repair in accordance with these Conditions and Restrictions is allowed on the property. Other uses permitted by the zoning district, in accordance with other applicable Sections of the City of Oak Creek Municipal Code and these Conditions and Restrictions, are also allowed on the property.

B. Outdoor storage is limited to four (4) semi-truck parking stalls directly related to the operation of the business as shown in Exhibit A. Outdoor storage of materials, other vehicles (e.g., boats, personal vehicles, and recreational vehicles), equipment, and supplies is prohibited.

C. Truck maintenance and engine repair shall be limited to those trucks owned by the business. Contracted or advertised vehicle maintenance and repair is prohibited. All maintenance and repair shall be performed within the building.

D. Hours of operation shall be between 7:00 AM and 6:00 PM.

E. Solid waste collection and recycling shall be the responsibility of the owner.

F. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

Parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended).

5. LIGHTING

All plans for new outdoor lighting shall be reviewed and approved by the Electrical Inspector in accordance with Section 17.0808 of the Municipal Code (as amended).

6. SETBACKS*

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure	40 ft	20 ft	20 ft
Accessory Structure**	40 ft	20 ft	20 ft
Parking	30 ft	0 ft	0 ft

*** This property is located within Southbranch Industrial Park.*

***No accessory structures shall be permitted in the front yard or in required buffer yards.*

7. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these conditions and restrictions for the Conditional Use within twelve (12) months from the date of adoption of the ordinance

authorizing the issuance of a Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the date of adoption of the ordinance if a building permit has not been issued for this use. The applicant shall re-apply for a Conditional Use approval prior to recommencing work or construction.

8. 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.

9. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 9 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other city ordinances.

10. REVOCAION

Should an applicant, their heirs, successors or assigns, fail to comply with the conditions and restrictions of the approval issued by the Common Council, the Conditional Use approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use as set forth in Section 17.1007 of the Municipal Code (as amended).

11. 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: PROPOSED SITE PLAN

(Modifications to these plans in accordance with these Conditions and Restrictions and the City of Oak Creek Municipal Code must be approved by the Plan Commission.)

9880S Ridgeview Dr. Oak Creek, WI 53154

Future Property Plan (with parking spaces and trucks)



Description of Operations for TNT Express@9810,9840 and 9880 Ridgeview Dr Oak Creek

TNT Express is in the Transportation and Logistics Business

The above properties will be utilized as follows from 6am-
Midnight on Monday-Fridays

9880 S Ridgeview is approximately 10,000 Sq Ft

The South portion of building 4,252 Sq Ft is used for
Tractor & Trailer repair. 1-2 Tractors may be parked in
front of the repair operation awaiting parts or repair.

The North portion of the building 5,506 Sq Ft is used as
commercial office.

Space leased to approximately 12 tenants. All tenants .

Park in front of building There are 24 spaces

There is no outside storage related to the repair facility.

9810 S Ridgeview Drive is 13,310 Sq Ft

The building has 3245 Sq Ft used as TNT logistics staff Offices and Drivers Lounge.

All employees will park in the 21 existing parking stalls
The balance of the building is a two-story 10,000 sq ft Warehouse with NO outside storage.

It will be used for minor truck maintenance such as oil Changes/repair of air lines/tire changes.

There would be storage of repair parts and non-combustible materials Oil Filters/Brake Lines & Fittings inside the warehouse. Balance general storage of dry goods.

Vehicles awaiting service may be parked in the creened in holding lot at the rear of the building.

The warehouse has 3 docks and an overhead door.

****At any time 6-8 Tractors and Trailers may be parked on the far East side and far South side of this property (They are part of the 48 TOTAL parking spots used for COMBINED CSM of all three properties.)**

9840 S Ridgeview Drive will be used primarily for Parking of Tractors and Trailers for TNT Express. There are a total of 48 spaces in two rows (Far East side and far West side of site)**

In addition, approximately 5 Tractors may be parked adjacent to the South side of the building.

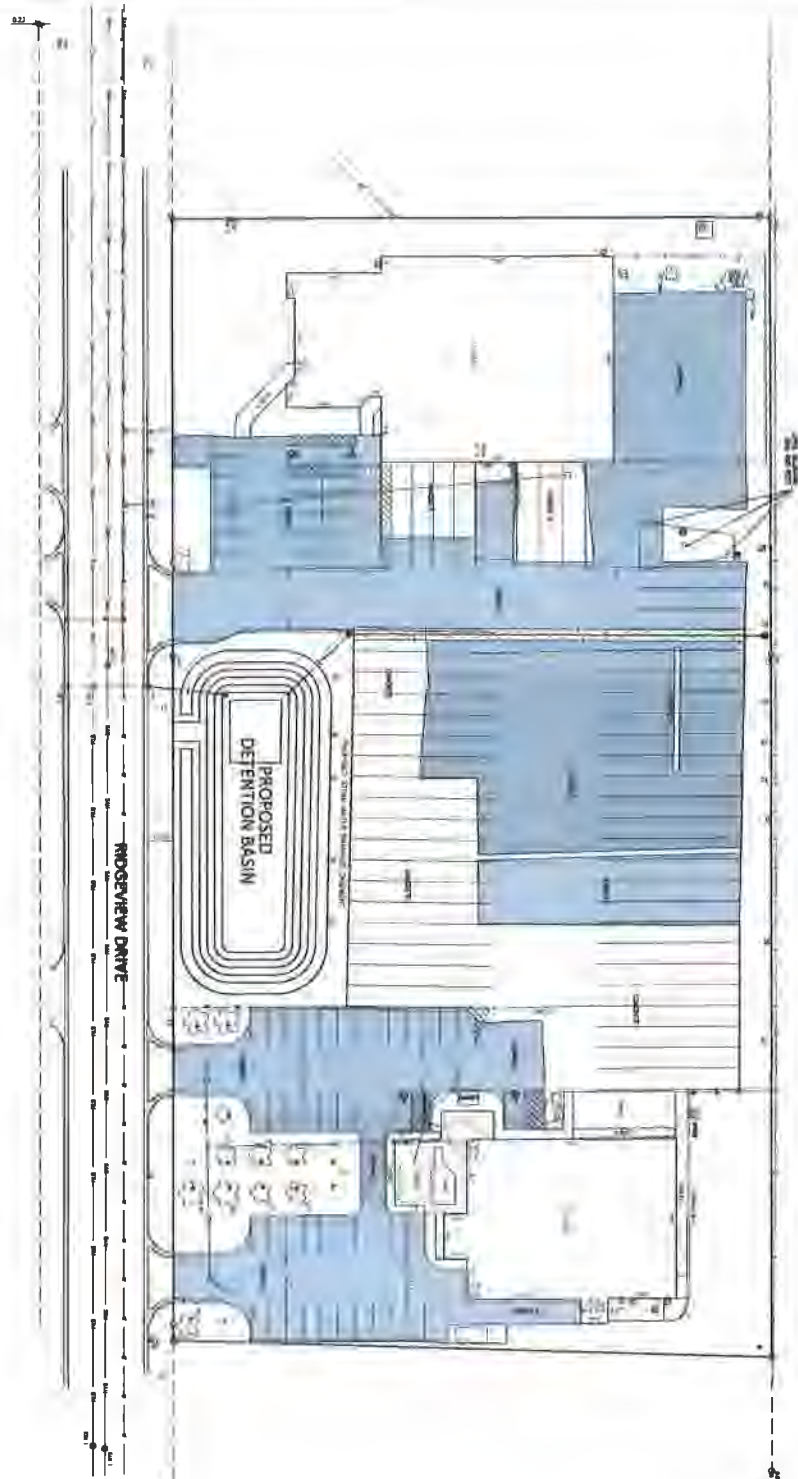
No tractors or trailers will be parked on the road.

Final Version August 3 ,2023

TNT Express Trucking Tenant List 9880 S Ridgeview Drive

- 1.Maintenance/Server Room
- 2.Vacant
- 3.Nationwide Recovery Towing Service 7am-5pm 1 Staff Office
- 4.Sky Logistics Inc Broker for Trucking Firms 7am-5pm 1 Staff
- 5.Blush and Bride Nail Salon 1 Staff by Appointment 11am-5pm
- 6.Aeshea Moreno Consultant 1 Staff 9am-3pm
- 7.Emily Talou Tattoos 1 Staff by Appointment 11am-5pm
- 8.Keller Truck Transportation Accounting 1 Staff 9am-4pm
- 9.Vacant
- 10.Vacant
- 11.Rodger and Keeshia Photography Studio 2 Staff 9am-3pm
12. Vacant
13. Iron Brigade 1 Staff Trucking Company Dispatch 7am-5pm
14. Keller Trucking 2 Staff Trucking Company Dispatch 7am-5pm

11 Employees Total-All 1st Shift



INTERSTATE 94



SCALE: 1"=40'

SITE LEGEND

- PROPOSED HEAVY-DUTY CONCRETE PAVEMENT

PARKING INFORMATION

SEMI TRACTOR & TRAILERS	
59' X 12' TRACTOR STALLS	10
79' X 12' TRACTOR/TRAILER STALLS	22
TOTAL STALLS	32
CARS (NORTH)	
18' X 10' STANDARD CAR STALLS	17
18' X 10' HANDICAP STALL	1
TOTAL STALLS	18
CARS (SOUTH)	
20' X 9' STANDARD CAR STALLS	37
20' X 9' HANDICAP STALL	2
TOTAL STALLS	39

SITE INFORMATION

186,608 S.F.	TOTAL LOT AREA
IMPERVIOUS AREAS	
26,283 S.F.	BUILDING AREAS
68,894 S.F.	ASPHALT PAVEMENT AREAS
29,493 S.F.	CONCRETE PAVEMENT AREAS
2,235 S.F.	PAVER BRICK PAVEMENT AREAS
126,825 S.F.	
PERVIOUS AREAS	
59,783 S.F.	LAWN/LANDSCAPE AREAS

UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF LOCATION, SIZE AND DEPTH. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS OF THE LOCATION, SIZE AND DEPTH OF UTILITIES AND HAS FOUND NO OTHER UTILITIES. THE CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.



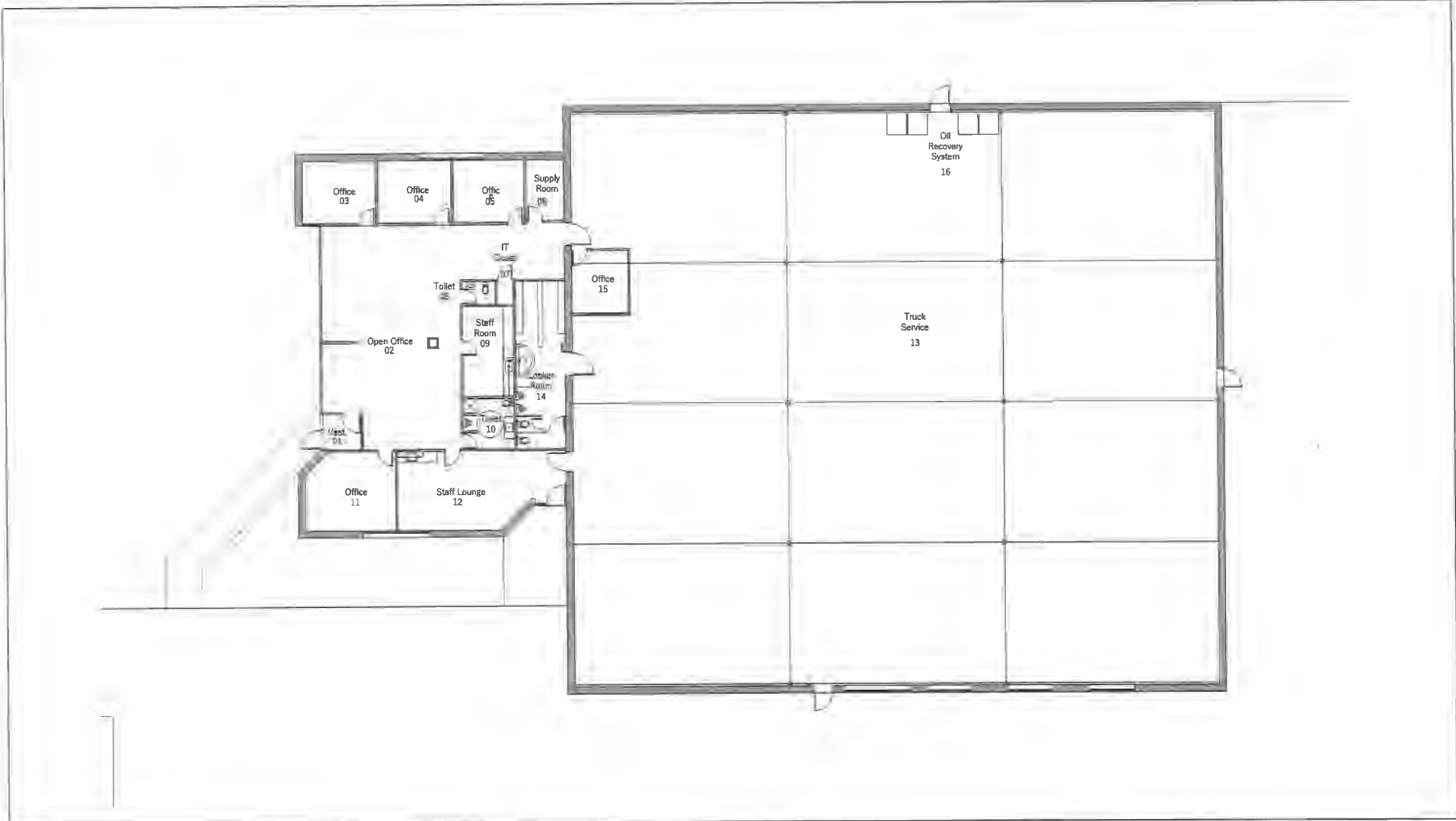
LOTS 6, 7 & 8 BLOCK 5
SOUTHBRANCH INDUSTRIAL PARK
 DIMENSIONED SITE PLAN
 FOR
TNT EXPRESS INC
CITY OF WAX LAKE, COUNTY OF MILWAUKEE, WISCONSIN

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



NO.	REVISION	BY	DATE

TOTAL SHEETS: 10
 SHEET: 10 OF 10
 DATE: 2023 09 28 01
 PROJECT: C-3

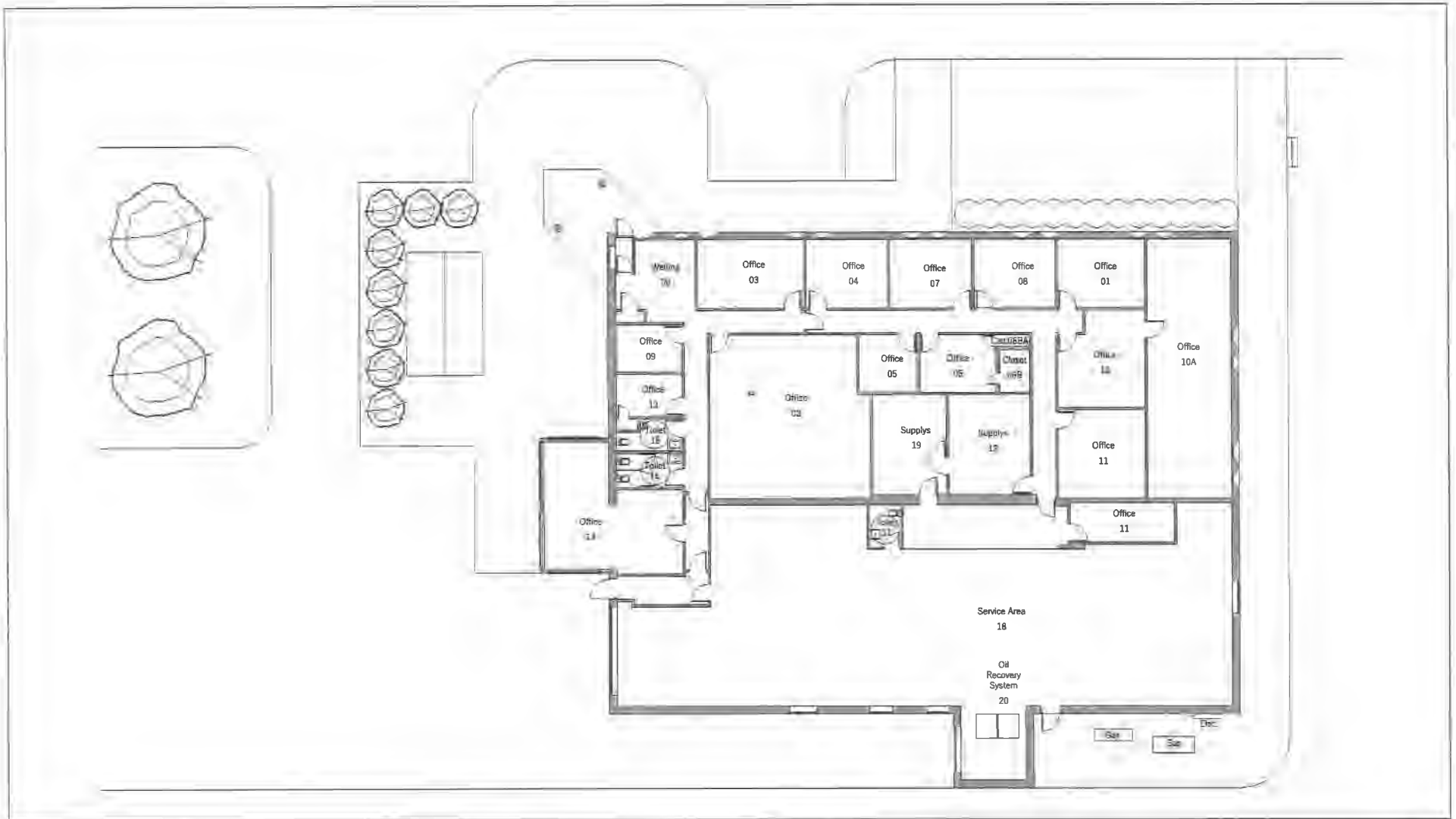


9810 BUILDING
 89210 S Ridgeview Dr.
 Oak Creek, WI 53154

TNT Express

1/10/04/2023

A 01



9880 BUILDING
 89210 S Ridgeview Dr.
 Oak Creek, WI 53154

TNT Express

1/10/04/EGS

A 02

Corrective Actions for CUP Application

9810,9840,9880 S Ridgeview Drive TNT Express

Final Version February 7 2024

- The only Tenant in 9880 Building will be Keller Trucking LLC Administrative Office and Keller Trucking Repair. Total of 4 employees from 7am-5pm weekdays.
- The alarm system in the 9880 building will be repaired and fully operational.
- The area on the South Side of Building 9880 will be cleaned up, all tires, and other materials removed. The dumpster will be put in the corral and a new Corral constructed to meet City Ordinance Sec17.0506(a)
- All flammable and combustible materials inside the truck repair facility at 9880 will be properly stored or removed to the satisfaction of the Fire Inspector.
- NO TRUCK REPAIRS/Maintenance at 9880 and 9810 S Ridgeview Dr will be available to the General Public. Use of the facility will be limited to tenants' fleet of tractors at those locations.
TNT Express @9810 and Keller Truck LLC @ 9880.
- Car/Truck Parking in the trailer storage area will not be allowed. Owner/Operators/Drivers of tractors will park their personal vehicles in the designated parking stalls at 9810 S Ridgeview Drive

- The building drawings submitted will be revised to show ALL parking spaces for cars and truck trailers per written description submitted with application. Building Sq Footages will be shown on the plans per written description submitted with application.
- Landscaping plans will increase the height of plantings screen along I 94. If necessary, Plantings will be added to the eastern outside storage area on building 9810 if City Requires.
- The storage area/"holding lot" at 9810 will not have any "Junk" vehicles permanently stored and NO OTHER MATERIALS will be stored in this area. *The temporary storage container will be removed.* Vehicles are routinely taken to auction by lien holder after 30-45 days in the holding lot.
Please note 7 days storage time is not long enough to process Lien Holder Repossession Paperwork and tow vehicles to Auction facility.
- Parking spaces at 9810 will be used by 8 employees of TNT 2 Employees of Nationwide Auto Recovery and for Owner/Operator driver's personal vehicles while they are on the road. No personal vehicles will be permitted to be parked in vacated trailer spots.

- The fire suppression system at 9810 will be tested and fully operational.
- The dumpster will be kept in the enclosed Storage area and an access key provided to the Trash Removal Company.
- The Container in the storage area on East side of building (9810) will remain. It is used to secure personal property found in repossessed vehicles until the owner picks up car OR vehicle is removed and taken to auction.
- Please note that Nationwide Recovery Towing Service Auto Recovery will now be a tenant in building 9810 They have 1 employee and hours are 7am-6pm. Previously they were a tenant in Building 9880.

This document was updated on February 7 2024

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

Applicant:	North Investments	Approved by Plan Commission: 2-27-24
Property Address(es):	9810, 9840, 9880 S. Ridgeview Dr.	Approved by Common Council: TBD
Tax Key Number(s):	903-0010-000, 903-0011-000, & 903-0012-000	(Ord. 3094)
Conditional Use:	Autobody/automotive mechanical (truck & trailer) repair, truck & trailer parking, outdoor storage	

1. LEGAL DESCRIPTION

9810 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 6 BLK. 5.

9840 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 7 BLK. 5.

9880 S. Ridgeview Dr. - SOUTHBRANCH INDUSTRIAL PARK N1/2 & SE1/4 SEC 30-5-22 LOT 8 BLK. 5.

All properties to be known as Lot 1 of a Certified Survey Map to be recorded.

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

B. All requirements of Ord. 2901 are amended by these Conditions and Restrictions.

C. A precise detailed site plan for the area affected by the Conditional Use Permit shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building permits for each phase. This plan shall 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
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number of employees
 - iii) Number of all parking spaces
 - iv) Dimensions
 - v) Setbacks & buffers
- h) Location(s) of loading berth(s)

- i) Location of sanitary sewer (existing & proposed)
- j) Location of water (existing & proposed)

- k) Location of storm sewer (existing & proposed)

- l) Location(s) of wetlands (field verified)

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 temperature(s) of fixtures
- b) Mounting heights
- c) Types & color of poles
- d) 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**

- m) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction
- d) Materials to be stored (interior & exterior)

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

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

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

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

A. Two (2) autobody/automotive mechanical (truck & trailer only) repair facilities, truck and trailer parking, and one (1) outdoor storage area in accordance with these Conditions and Restrictions shall be allowed on the property. Other uses allowed on this property shall be limited to those allowed by the M-1, Manufacturing zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended).

B. Autobody/automotive mechanical repair shall be limited to one (1) facility per building, and shall be restricted to the repair of those trucks and trailers owned by the business. Contracted or advertised vehicle maintenance and repair is prohibited. All maintenance and repair shall be performed within the buildings.

C. Truck and trailer parking shall be limited to striped stalls and loading docks. Passenger vehicles shall not be parked in truck and trailer parking stalls.

D. Outdoor storage shall be limited to one (1) paved area on the northeast corner of the building at 9810 S. Ridgeview Drive (north building) for the towing and recovery service facility as approved by the Plan Commission as part of Site and Building Plan Review.

E. The outdoor storage area shall be fenced and screened in conformance with all applicable sections of the Municipal Code (as amended), and as approved by the Plan Commission as part of Site and Building Plan Review.

F. There shall be no outdoor storage, rental, sale/display of equipment, parts, supplies, other vehicles (e.g., boats, recreational vehicles, etc.), merchandise, or any other materials on the property.

G. Waste and bulk oil, fluids, and similar shall be stored interior to the building in accordance with all Fire Codes, with removal by waste management companies registered with the EPA. All used oil filters, rags, and similar waste products shall be contained in separate waste containers than the onsite general trash enclosures.

H. Vehicles stored in the approved, fenced outdoor storage area on the northeast side of the property at 9810 S. Ridgeview Dr. (as approved by the Plan Commission as part of Site and Building Plan Review) shall be licensed and in operable condition. Junk, salvaged, or inoperable vehicles are prohibited onsite. Passenger vehicle repairs are prohibited onsite.

- I. There shall be no shipping containers stored on the property. All recovered property items for the towing and recovery service facility shall be stored and secured within the existing building.
- J. 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).
- K. All signs shall conform to the requirements of Sec. 17.0601 – 17.0609 of the Municipal Code (as amended).
- L. All trash and recycling receptacles shall be contained within enclosures in conformance with Sec. 17.0506(a) of the Municipal Code (as amended). The number, size, location and screening of appropriate solid waste collection units shall be in conformance with plans approved by the Plan Commission as part of Site and Building Plan Review.
- M. 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 submission of permit applications. Landscaping, in accordance with the approved plan, shall be installed prior to the issuance of any Occupancy Permit.
- N. Solid waste collection and recycling shall be the responsibility of the owner.
- O. 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. **ACCESS AND PARKING**

- A. Access for this development shall be restricted to the existing two (2) driveways. Any modification to the existing driveways shall be in accordance with Section 17.0404 of the Municipal Code (as amended), and plans approved by the Plan Commission as part of Site and Building Plan Review.
- B. Parking shall be provided in accordance with Section 17.0404 of the Municipal Code (as amended), these conditions and restrictions, and plans approved by the Plan Commission as part of Site and Building Plan Review.

5. **LIGHTING**

All plans for new outdoor lighting shall be reviewed and approved by the Plan Commission and Electrical Inspector in conformance with Sec. 17.0509 of the Municipal Code (as amended).

6. **BULK AND DIMENSIONAL REQUIREMENTS, SETBACKS**

<i>Lot Standards (Minimum)</i>	
Lot Area	1 acre
Lot Width	200 ft
<i>Yard Setbacks (Minimum) (1)</i>	
Front	40 ft
Street Facing Side	40 ft
Interior Side	20 ft
Rear	20 ft
<i>Building Standards (Maximum)</i>	

Height	55 ft
Building Coverage	70%
Lot Coverage	70%
Parking (Minimum)	
Stalls and pavement to property lines	5 ft
Notes:	
(1) Setbacks from wetlands shall be a minimum of fifteen (15) feet with a five (5) foot undisturbed buffer.	

7. TIME OF COMPLIANCE

- A. The operator of the Conditional Use Permit shall commence work in accordance with these Conditions and Restrictions within twelve (12) months from the date of adoption of the ordinance authorizing this Conditional Use Permit. This Conditional Use Permit approval shall expire twelve (12) months after the date of adoption of the ordinance if building permits have not been issued for this use. The applicant shall re-apply for Conditional Use Permit approval prior to recommencing work or construction.
- B. Permits shall be obtained for all fences, structures, buildings, paving, lighting/electrical, stormwater/green infrastructure, and related prior to submission of Occupancy Permits.
- C. Compliance with these conditions and restrictions and all applicable Sections of the Municipal Code (as amended) is required prior to the issuance of Occupancy Permits.

8. DURATION OF CONDITIONAL USE PERMIT

This Conditional Use Permit is limited in duration to **three (3) years** from the date of issuance of the Conditional Use Permit. The owner may apply for an extension of this Conditional Use Permit. The process for extension of the Conditional Use Permit shall follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

9. OTHER REGULATIONS

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

10. VIOLATIONS & PENALTIES

Any violations of the terms of this Conditional Use Permit shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Conditional Use Permit is convicted of two or more violations of these Conditions and Restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Conditional Use Permit, subject to the provisions of paragraph 11 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Conditional Use Permit or to seek an injunction regarding any violation of this Conditional Use Permit or any other City ordinances.

11. REVOCAION

Should an applicant, their heirs, successors or assigns, fail to comply with the Conditions and

Restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Conditional Use Permit as set forth in Section 17.0804 of the Municipal Code (as amended).

12. ACKNOWLEDGEMENT

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

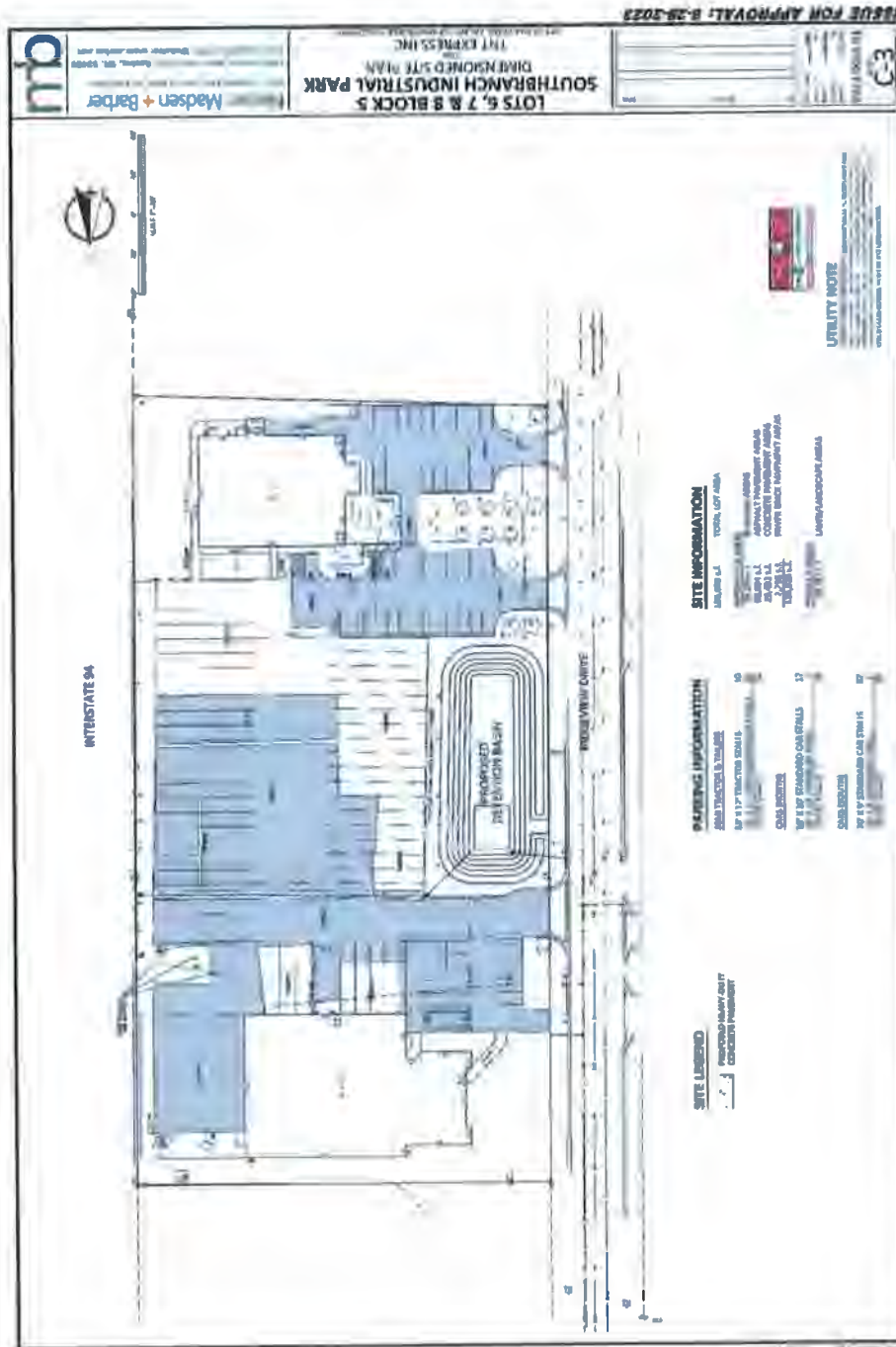
Owner / Authorized Representative Signature

Date

(please print name)

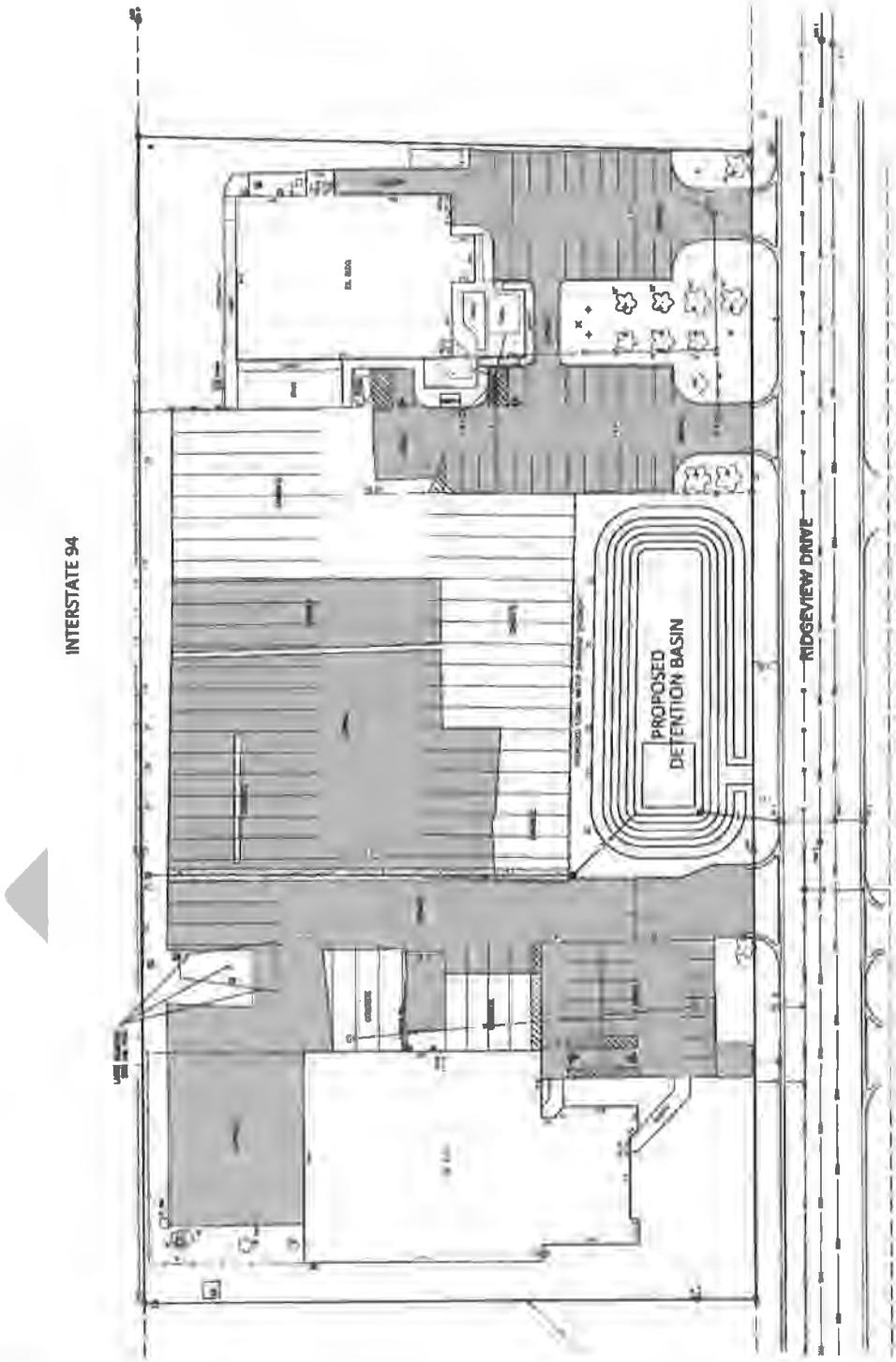
DRAFT

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 PLAN (ENLARGED)²**



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.)

**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.

**CONDITIONAL USE PERMIT
IVAN VASILJEVIC, NORTH INVESTMENTS, LLC
9810, 9840, AND 9880 S. RIDGEVIEW DR.
TAX KEY NOS. 903-0010-000, 903-0011-000, AND 903-0012-000**

Senior Planner Papelbon provided an overview of the request for a Conditional Use Permit for autobody/automotive mechanical (truck and trailer) repair and truck parking on the properties at 9810, 9840, and 9880 S. Ridgeview Dr. (see staff report for details).

Gary Billington, 175 W. Summerhill Pl., representing the applicant, explained the applicant purchased the property last year, found the issues with city compliance, and are working toward correcting those items to bring the property and their use(s) into compliance.

Commissioner Hanna's and Commissioner Carrillo's comments were inaudible.

Commissioner Kiepczynski stated seeing the corrective actions being taken is encouraging and a step in the right direction. Alderman Guzikowski stated his support of the staff's decision to not support the request as submitted. Commissioner Oldani stated his support to hold the item for a future meeting to give the applicant time to make more adjusting to the submitted request. Commissioner Chandler asked if the feedback from the applicant that was given to staff is adequate. Senior Planner Papelbon answered that more questions are still unanswered, however the corrective actions that have been provided are very helpful. Senior Planner Papelbon went on to support Commissioner Oldani's suggestion to hold the agenda item. Mayor Bukiewicz stated the property is a work in progress and supported holding the agenda item for a future meeting.


Mr. Billington stated the applicant's only request is to fully understand exactly what needs to be done and will be meeting with Assistant Fire Chief Havey regarding the need for a sprinkler system in the existing building on the south end of the property. Commissioner Chandler asked if the list Senior Planner Papelbon provides to the applicant would need to be a permanent part of the progress of this item, to which Senior Planner Papelbon explained the future Conditions and Restrictions of the Conditional Use Permit would be that list and will be very clear and specific.

Discussion between Commissioner Chandler, Mr. Billington and Senior Planner Papelbon was had to clarify the applicant's next steps to bring the property up to compliance.

Commissioner Oldani moved that the Plan Commission hold the agenda item for future consideration until the November 14, 2023 Plan Commission meeting.

Alderman Guzikowski 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, FEBRUARY 13, 2024**

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 Siefert, and Commissioner Chandler. Alderman Loreck and Commissioner Oldani were excused. Also present: Senior Planner Kari Papelbon, Planning Intern Melanie Perez, and Assistant Fire Chief Mike Havey.

**CONDITIONAL USE PERMIT
NORTH INVESTMENTS, LLC
9810, 9840, AND 9880 S. RIDGEVIEW DR.
TAX KEY NOS. 903-0010-000, 903-0011-000, AND 903-0012-000**

Senior Planner Papelbon provided a review of the for a Conditional Use Permit for autobody/automotive mechanical (truck and trailer) repair and truck parking on the properties at 9810, 9840, and 9880 S. Ridgeview Dr. (see staff report for details).

Commissioner Chandler requested confirmation that the existing shipping container on the premises will be removed, and asked if the container will be replaced with something else.

Gary Billington, representing the applicant, 175 W. Summerhill Place, Oak Creek, WI, 53154, confirmed the removal of the storage container, and explained that the items currently in the container may be housed within the office.

Commissioner Chandler asked for feedback regarding the existing non-compliant fence on the property. Mr. Billington stated that the screening will have to be brought up to the current Code. Commissioner Chandler asked what would need to be done to update the fence. Senior Planner Papelbon stated that a permit for the fence will be needed. As the current fence is chain-link with fabric, and the fabric would not be compliant in the current Code, the landscape plan submitted at the time of the Site and Building Review to the Plan Commission would have to reflect a screening solution.

Commissioner Chandler asked for confirmation there will still be a specific area on the property that would hold vehicles for auction, to which Mr. Billington answered in the affirmative and that area would be within the screened area to the north.

Commissioner Chandler asked if the vehicles would remain in the screened area. Mr. Billington stated the vehicles will be repossessed, not junk, and may be stored there for 30 - 45 days before auction. Commissioner Chandler asked if there is a timeframe, per Code, for the storage of vehicles. Senior Planner Papelbon answered in the negative, explaining that the timeframe is at the discretion of the Plan Commission.

Commissioner Siefert asked if the auto/truck repair services will happen inside or outside of the building. Mr. Billington answered that it would be inside both buildings.

Alderman Guzikowski asked if the fence screening will have to simply be replaced with different material, or if the structure need to be replaced with something different. Senior Planner Papelbon explained that the fence does not need to be taken down, but the screening will have to be done with a landscape plan. Landscaping proposed along the truck parking area of the site will need to be extended to screen the area in question.

Mayor Bukiewicz stated that the current fabric screening material will not stand up to time, agreed with vegetation to screen the area, and offered aluminum slats as an alternative to the current fabric. Senior

Planner Papelbon clarified that the current fence and screening is new, but did not go through the proper permitting process, so the future requirement will be for landscape screening because that is more permanent. Mr. Billington stated the previous owner put the fence up without a permit. Mayor Bukiewicz asked if the current owner installed the screening material over the fence, to which Mr. Billington answered in the negative, explaining the previous owner had.

Mayor Bukiewicz made comments that were inaudible.

Mr. Billington stated that the proposed landscape plan does cover the area to which Senior Planner Papelbon referred. When that step of the process comes up, the needed information will be included.

Mayor Bukiewicz asked if the trash enclosure on the south side of the property has been cleaned up and meets Code requirements. Senior Planner Papelbon answered in the negative, explaining that the enclosure was installed without review and approval from Plan Commission. The existing enclosure appears to be too tall, made from wood, and not to the current, or previous, City standards.

Mayor Bukiewicz asked the applicant if their plan is to bring the enclosure up to Code, to which Mr. Billington agreed and confirmed.

Mayor Bukiewicz asked about after the trash enclosure to the north. Senior Planner Papelbon stated staff concerns about receptacles being behind a locked fence, stating that the location should always be accessible. Mr. Billington stated that he understood the need, and that a common location for the trash enclosure will be worked into the next phase of the process. Mayor Bukiewicz suggested having an accessible location of the second trash enclosure be listed as a condition of the use of the property.

Mayor Bukiewicz asked if the planned retention basin is acceptable. Commissioner Kiepczynski explained that the basin will be looked at much closer when it comes to reviewing the site and building plans. Preliminary stormwater management plans have been submitted, and the Engineering Department had provided the designer with some initial feedback. Mr. Billington asked if the designer had submitted water calculations, to which Commissioner Kiepczynski answered in the negative.

Commissioner Siefert moved that the Plan Commission recommends that the Common Council approves a Conditional Use Permit for autobody/automotive mechanical (truck and trailer) repair and truck parking facilities and outdoor storage on the properties at 9810, 9840, and 9880 S. Ridgeview Dr., after a public hearing and subject to Conditions and Restrictions that will be prepared for the Plan Commission's review at the next meeting (February 27, 2024).

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

ATTEST:



Kari Papelbon, Plan Commission Secretary

2-27-24

Date

**EXCERPTED MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, FEBRUARY 27, 2024**

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 and Assistant Fire Chief Mike Havey.

**CONDITIONS AND RESTRICTIONS
NORTH INVESTMENTS, LLC
9810, 9840, AND 9880 S. RIDGEVIEW DR.
TAX KEY NOS. 903-0010-000, 903-0011-000, AND 903-0012-000**

Senior Planner Papelbon provided an overview of the draft Conditions and Restrictions for a request for a Conditional Use Permit for proposed autobody/automotive mechanical (truck and trailer) repair, truck parking facilities, and outdoor storage on the properties at 9810, 9840, and 9880 S. Ridgeview Dr. (see staff report for details).

Commissioner Chandler referenced Sections 3d and 3f, and asked Senior Planner Papelbon to clarify the conditions related to outdoor storage.

Senior Planner Papelbon explained that the Sections are restricting outdoor storage to one area. Condition 3f states there is no outdoor storage, rental, sale, or display of equipment, parts, supplies, or other vehicles, merchandise, or any other materials allowed on the property. Outside of the approved area, the applicants are not allowed to store any of the specified items, and there is no outdoor storage allowed for anything except for the recovered vehicles.

Commissioner Siefert asked Senior Planner Papelbon how the time limit of three (3) years was determined.

Senior Planner Papelbon explained that three (3) years is more of a discussion point because it seems the property has a few issues that need to be cleaned up: the building at 9880 has gone into non-compliance with the original Conditional Use Permit. Three (3) years is something that was proposed by staff to allow for the property to be brought into compliance and to ensure that compliance is maintained. At the end of the three (3) year period, if that is what the Plan Commission and Common Council approve, the Applicants would be required to come back to the Plan Commission for a renewal. At that time the Plan Commission and Common Council can extend the time period of the Conditional Use Permit.

Alderman Guzikowski stated he agrees with the three (3) year time frame.

Alderman Loreck inquired if the area required to be screened is currently screened, and if not, what does the applicant plan to do for screening?

Senior Planner Papelbon explained that the area has an existing fence with fabric, but it is a little insufficient because fabric breaks down and most of the time it is not replaced. Screening with landscaping in accordance with the Code and as part of the Site and Building plan reviews that are required to come back to the Plan Commission, is when the landscaping plan would need to be approved for screening of that area.

Commissioner Hanna asked Senior Planner Papelbon if used fluids are included in condition "K" which states all trash and recycling receptacles shall be contained within enclosures. Senior Planner Papelbon stated any kind of waste product, oil, or fluids must be properly disposed of per state and federal regulations, but the applicants will not be able to store any of it outside and anything stored inside would have to comply with Fire Code.

Commissioner Hanna asked what safety measures will be taken to make sure the used fluids will not cause any issues on the property. Senior Planner Papelbon stated compliance with Fire Code is required regardless of it is listed in the Conditions and Restrictions.

Assistant Fire Chief Havey stated 9880 S. Ridgeview does not have an automated fire suppression system. Since the building was a legacy building and zoned Manufacturing they were allowed to make mechanical repairs, however the Fire Department discovered there were other businesses operating within the premises, which is non-compliant with Code. There are Fire Code violations cited on the property that need to be corrected and maintained.

Mayor Bukiewicz asked Assistant Fire Chief Havey if the north building has sprinklers. Assistant Fire Chief Havey confirmed the north building does have an automatic fire suppression system that will need to be tested and serviced annually and the Fire Department needs to observe the Code compliance reports every year to make sure it is up to standard.

Commissioner Hanna asked Senior Planner Papelbon if there is any security outside. Senior Planner Papelbon deferred to the applicant for answers. Ivan Vasiljevic, 13925 West Forest Knoll Court, New Berlin, confirmed both properties have cameras.

Senior Planner Papelbon clarified that there needs to be findings on the Conditional Use Criteria, and there needs to be positive votes from the Plan Commission that they find that each of the criteria have been met by the proposal.

Commissioner Hanna inquired where "C" on the Conditional Use Criteria is addressed in the suggested motion. Senior Planner Papelbon explained there are already adequate accommodations for vehicles, pedestrians, and bicycles. There is probably no need for bicycle or pedestrian accommodations at this location as most pedestrian movement is from the parking lot to the buildings. As far as vehicular accommodations, this site is accessed by a public street.

Senior Planner Papelbon stated that if the Plan Commission is satisfied that all the Conditional Use Criteria are fulfilled by the proposal in conformance with the Conditions and Restrictions, they can move on to the motion and she will consider that to be the formal vote on the criteria.

Commissioner Siepert moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Conditional Use Permit for autobody/automotive mechanical (truck and trailer) repair, truck parking, and outdoor storage on the properties at 9810, 9840, and 9880 S. Ridgeview Dr. Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

ATTEST:



Kari Papelbon, Plan Commission Secretary

3-21-24

Date



COMMON COUNCIL REPORT

Item: Plan of Finance for \$2,510,000 Note Anticipation Notes and \$6,625,000 Taxable Note Anticipation Notes.

Recommendation: Motion to approve the Plan of Finance for \$2,510,000 Note Anticipation Notes and \$6,625,000 Taxable Note Anticipation Notes.

Fiscal Impact: The \$2,510,000 Note Anticipation Notes will be paid by TID No. 13 tax revenues and donations.

The \$6,625,000 Taxable Note Anticipation Notes will be paid by TID No. 16 tax revenues.

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

Background: The Plan of Finance is for the issuance of \$2,510,000 Note Anticipation Notes (Series A NANs) to finance capital projects included in the 2024 Capital Improvement Program (CIP) while \$6,625,000 Taxable Note Anticipation Notes (Series B NANs) are to finance the acquisition of property.

The Series A NANs are being sold to finance the existing lakefront bluff stabilization and revetment project as well as begin design of the next phase of bluff stabilization on the former Connell and Hynite properties abutting the lakefront. The Series A NANs are projected to be sold at an interest rate of 4.65% and will be callable on April 1, 2025.

The Series B NANs are being sold to finance the acquisition of 13.935 acres of property located at the southeast corner of 13th Street and Ryan Road (9514 S. 13th Street). The Common Council authorized the property acquisition when it approved a Purchase and Sale Agreement (PSA) on September 6, 2022, and the City is required to acquire the property per the PSA by June 1, 2024. The Series B NANs are projected to be sold at an interest rate of 5.75% and will be callable on April 1, 2027.

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

Options/Alternatives: The Common Council could not approve the Plan of Finance, therefore requiring the City to determine how to pay for capital projects outlined in the 2024 CIP as well as the previously authorized acquisition of property.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gaggin, MPA
Deputy City Administrator / Finance Officer

Attachments:

- Plan of Finance
- Purchase and Sale Agreement dated September 29, 2022

The logo for BAIRD is a dark blue parallelogram tilted to the right, with the word "BAIRD" in white, bold, serif capital letters centered inside.

City of Oak Creek

2024 Financing Plan

April 16, 2024

Justin A. Fischer, Managing Director

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

City of Oak Creek

2024 Financing Plan

April 16, 2024



Timeline

- City Council considers Plan of Finance / Parameters ResolutionApril 16, 2024
 - Authority for final sign-off of the Notes sale, within designated parameters, is delegated to the City Administrator or Deputy City Administrator/Finance Officer
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- If market is strong & meet Council’s parameters, sell the Notes (finalizes terms and interest rates).....Late April 2024
- Closing (funds available).....Anticipated May 20, 2024

Borrowing/Structure/Purpose

Estimated Size:	\$2,510,000	\$6,625,000
Issue:	Note Anticipation Notes, Series 2024A	Taxable Note Anticipation Notes, Series 2024B
Purpose:	TID #13 & Capitalized Interest	TID #16 & Capitalized Interest
Structure:	Matures April 1, 2026	Matures April 1, 2028
First Interest:	October 1, 2024 (Capitalized thru 4/1/2025)	October 1, 2024 (Capitalized thru 10/1/2027)
Callable:	April 1, 2025	April 1, 2027
Estimated Interest Rate:	4.65%	5.75%
Parameters Maximum Interest Rate:	5.25%	6.00%

City of Oak Creek

2024 Financing Plan

April 16, 2024

TIF #13 Financing Illustration



\$2,510,000
NANs
Dated May 20, 2024
Amt. For Projects... \$2,370,000

Year	Revenues			Expenditures						Net Revenues	Year
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	
	Projected Tax Increment & Interest Revenue	TID Donation Revenue	Tax Increment, Interest, & TID Donation Revenue	Existing Debt Service	Interest	Other Future Hypothetical Debt Service	Capital Expenditures (Including PAYGO)	Administrative Costs	Combined Expenditures	Available After Debt Service & Admin Costs	
(1)	(1)	(1)	(2)	(4/1 & 10/1) TIC= 4.65%	(3)						
2024	\$311,226	\$1,725,000	\$2,036,226	\$766,244	\$45,668		\$300,000	\$102,000	\$1,168,244	\$867,982	2024
2025	\$1,100,672	\$1,725,000	\$2,825,672	\$897,375	\$62,750		\$518,611	\$102,000	\$1,517,986	\$1,307,686	2025
2026	\$1,853,856	\$1,775,000	\$3,628,856	\$1,372,600		\$1,437,375	\$527,384	\$102,000	\$3,439,359	\$189,497	2026
2027	\$2,152,561	\$1,775,000	\$3,927,561	\$1,433,100		\$2,053,250	\$533,795	\$102,000	\$4,122,145	(\$194,584)	2027
2028	\$2,397,931	\$1,450,000	\$3,847,931	\$1,450,100		\$2,257,500	\$540,303	\$102,000	\$4,349,903	(\$501,972)	2028
2029	\$2,785,242	\$2,790,000	\$5,575,242	\$1,459,725		\$2,636,375	\$546,908	\$102,000	\$4,745,008	\$830,234	2029
2030	\$3,346,062	\$1,700,000	\$5,046,062	\$1,462,225		\$2,634,125	\$553,612	\$102,000	\$4,751,962	\$294,100	2030
2031	\$3,805,318	\$2,330,000	\$6,135,318	\$1,459,550		\$2,633,750	\$560,417	\$102,000	\$4,755,717	\$1,379,601	2031
2032	\$4,110,092	\$2,330,000	\$6,440,092	\$1,471,525	Interest shown through 4/1/2025 paid with Capitalized Interest.	\$2,635,000	\$588,835	\$102,000	\$4,797,360	\$1,642,732	2032
2033	\$4,173,021	\$2,330,000	\$6,503,021	\$1,476,225		\$2,632,750	\$596,168	\$102,000	\$4,807,143	\$1,695,878	2033
2034	\$4,236,894		\$4,236,894	\$1,481,775		\$2,636,750	\$539,827	\$102,000	\$4,760,352	(\$523,458)	2034
2035	\$4,301,726		\$4,301,726	\$1,483,025		\$2,636,750	\$479,939	\$102,000	\$4,701,714	(\$399,988)	2035
2036	\$4,367,529		\$4,367,529	\$1,487,025		\$2,637,625	\$485,638	\$102,000	\$4,712,288	(\$344,759)	2036
2037	\$4,434,321		\$4,434,321	\$1,493,400		\$2,639,125	\$491,423	\$102,000	\$4,725,948	(\$291,627)	2037
2038	\$4,502,113		\$4,502,113	\$1,501,525		\$2,636,125	\$497,295	\$102,000	\$4,736,945	(\$234,831)	2038
2039	\$4,570,922		\$4,570,922	\$1,501,525		\$2,633,500	\$503,255	\$102,000	\$4,740,280	(\$169,358)	2039
2040	\$4,640,764		\$4,640,764	\$1,508,275		\$2,640,750	\$509,304	\$102,000	\$4,760,329	(\$119,565)	2040
2041	\$4,711,654		\$4,711,654	\$1,513,475		\$2,637,625	\$515,444	\$102,000	\$4,768,544	(\$56,891)	2041
2042	\$4,783,607		\$4,783,607	\$1,520,788		\$2,639,000	\$521,676	\$102,000	\$4,783,464	\$143	2042
2043	\$4,856,639		\$4,856,639	\$1,540,200		\$2,634,625	\$527,941	\$102,000	\$4,804,766	\$51,873	2043
2044	\$4,930,767		\$4,930,767			\$2,634,250	\$555,867	\$102,000	\$3,292,117	\$1,638,650	2044
	\$76,372,918	\$19,930,000	\$96,302,918	\$28,279,681		\$47,926,250	\$10,893,643	\$2,142,000	\$89,241,574	\$7,061,344	

(1) Per City estimates as of 3/19/2024. Includes projected donations from TIDs #8, #10, & #16 as well as estimated interest revenue.

(2) Net of bid premium/capitalized interest of \$199,323 (attributed to the 2023 G.O Promissory Notes) used to offset interest payments through 4/1/2025.

(3) Assumes:

2023B and 2024A NANs are refinanced in 2025 with an additional \$3,500,000 borrowed at the same time (\$17,215,000)

2026 G O Promissory Notes (\$6,900,000)

2027 G O Promissory Notes (\$6,400,000)

Future hypothetical debt service assumes planning interest rates of 5.00%

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

City of Oak Creek

2024 Financing Plan

April 16, 2024

TIF #16 Financing Illustration



\$6,625,000	
Taxable NANs	
Dated May 20, 2024	
Amount for Projects.....	\$5,300,000
Amount for CAPI.....	\$1,225,717

Year	Revenues	Expenditures					Net Revenues	Year
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	
	Tax Increment Revenue	Capital Expenditures (Incl. PAYGO Incentives)	Interest	Other Future Hypothetical Debt Service	Administrative Costs	Donation to TID #13	Available After Capital, Debt Service, and Administrative Expenditures	
	(1)	(1)	(4/1 & 10/1) TIC= 5.75%	(2)	(1)	(1)		
2024	\$3,706,570	\$3,211,809	\$132,592		\$28,500	\$450,000	\$16,261	2024
2025	\$3,781,295	\$3,244,178	\$364,375		\$28,500	\$450,000	\$58,617	2025
2026	\$3,857,515	\$3,276,869	\$364,375		\$28,500	\$500,000	\$52,146	2026
2027	\$3,935,260	\$3,309,888	\$364,375		\$28,500	\$500,000	\$96,872	2027
2028	\$4,014,560	\$3,343,237			\$28,500	\$550,000	\$92,823	2028
2029	\$4,095,446	\$2,059,367		\$1,997,494	\$28,500	\$550,000	(\$539,914)	2029
2030	\$4,177,949			\$2,495,588	\$28,500	\$1,700,000	(\$46,139)	2030
2031	\$4,262,103			\$1,997,713	\$28,500	\$2,330,000	(\$94,110)	2031
2032	\$4,347,938			\$1,507,119	\$28,500	\$2,330,000	\$482,319	2032
2033	\$4,435,492				\$28,500	\$2,330,000	\$2,076,992	2033
2034	\$4,524,796				\$28,500		\$4,496,296	2034
2035	\$4,615,886				\$28,500		\$4,587,386	2035
2036	\$4,708,798				\$28,500		\$4,680,298	2036
2037	\$4,803,567				\$28,500		\$4,775,067	2037
2038	\$4,900,234				\$28,500		\$4,871,734	2038
	\$64,167,408	\$18,445,348		\$7,997,913	\$427,500	\$11,690,000	\$25,606,648	

(1) Per City estimates as of 3/19/2024.

(2) Assumes the 2024 Taxable NANs are refinanced in 2028.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 29th day of September, 2022 (the "Effective Date"), by and between the **CITY OF OAK CREEK**, a Wisconsin municipal corporation ("Buyer"), and **RYAN BUSINESS PARK, LLC**, a Wisconsin limited liability company ("Seller").

1. PURCHASE AND SALE OF THE PROPERTY

1.1 Purchase. For the consideration hereinafter set forth, and subject to the provisions contained herein, Seller hereby agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in and to the following (collectively, the "Property"):

(a) That parcel of real property located at the corner of 13th Street and Ryan Road (Highway 100) in the City of Oak Creek, Wisconsin, containing approximately 13.935 acres, also known as Tax Parcel No. 9059013000, as more particularly described on Exhibit A attached hereto, together with all of Seller's right, title and interest in and to all reversions, remainders, easements, rights-of-way, appurtenances, hereditaments, obligations, burdens, and water and mineral rights appertaining to or otherwise benefiting or used in connection with such real property (the "Land"); and

(b) All existing buildings or other improvements, structures and fixtures constructed or located on the Land, if any, and all right, title and interest of Seller in and to all landscaping and appurtenances located upon or under the Land (collectively, the "Improvements").

1.2 Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Five Million Three Hundred Thousand and 00/100 Dollars (\$5,300,000.00).

(a) Deposit. Within five (5) business days following the Effective Date, Buyer shall deliver funds in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) to First American Title Insurance Company, 833 E Michigan Street, Suite 550, Milwaukee, Wisconsin (the "Title Company"), to be held as an earnest money deposit hereunder (which earnest money deposit, together with all interest earned thereon, if any, is herein called the "Initial Deposit"). Within five (5) business days after the Title Termination Deadline, Buyer shall deposit an additional Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to the Title Company to be held with the Initial Deposit as earnest money hereunder (the "Additional Deposit" and together with the Initial Deposit, the "Deposit"). The Title Company shall retain possession or control of the Deposit until delivery thereof is permitted or required under the terms of this Agreement.

(b) Balance. The balance of the Purchase Price, subject to adjustment in accordance with Section 10, shall be paid at the closing of the purchase contemplated hereby (the "Closing") by wire transfer or other immediately available funds.

1.3 Opening of Escrow. Concurrently with Buyer's delivery of the Deposit to Title Company in accordance with Section 1.2(a), Buyer and Seller shall open an escrow (the "Escrow")

with the Title Company and shall deposit with the Title Company fully executed counterparts of this Agreement for use as escrow instructions. Buyer and Seller further agree to execute the Title Company's standard form of escrow instructions (as may be reasonably modified by the parties). for transactions of the type contemplated in this Agreement; provided, however, that such escrow instructions shall incorporate this Agreement by reference.

2. INSPECTION CONTINGENCY. Buyer's obligations under this Agreement are contingent upon Buyer, on or before the date that is ninety (90) days after the Effective Date (the time between the Effective Date and such date shall be referred to herein as the "Inspection Period"), determining, in Buyer's sole and absolute discretion but in good faith, that the purchase of the Property is feasible. During the Inspection Period, Buyer, at its sole cost and expense, may perform any inspections of the Property, review the Seller's Disclosure Documents (as defined below), procure a current ALTA/NSPS survey of the Property (the "Survey") and perform any other due diligence that Buyer deems desirable in its sole discretion to determine whether the purchase of the Property is feasible, including, without limitation, performing a physical inspection of the Property, obtaining a current Phase I environmental assessment of the Property, and conducting any other inspection, investigation, testing or sampling of the Property (collectively, the "Buyer's Inspections"). Notwithstanding anything to the contrary set forth herein, any invasive testing, drilling or boring shall be permitted only with prior written approval of Seller which can be granted or denied in Seller's sole discretion; provided, however, in the event such invasive testing, drilling or boring is requested due to a recognized environmental condition shown in the Phase I environmental assessment to be obtained by Buyer, Seller agrees that it shall not unreasonably withhold (but may reasonably condition) or delay its consent to such invasive testing, drilling or boring. If Buyer determines, in its sole and absolute discretion that the Property is not feasible, for any reason or no reason, Buyer shall have the right to terminate this Agreement by delivering to Seller written notice of such termination on or before the expiration of the Inspection Period. If Buyer delivers such a notice, then this Agreement shall terminate, the Deposit shall be promptly returned to Buyer and both parties shall be relieved from any further liability hereunder, except for those matters which, by their terms, survive the termination of this Agreement (the "Surviving Obligations"). In addition, Buyer may not seek any zoning changes, permits, approvals and or licenses with respect to the Property that would be binding on Seller should Closing not occur, without Seller's prior written consent, which may be withheld in Seller's sole discretion.

3. INVESTIGATION OF THE PROPERTY.

3.1 Initial Deliveries. Within the time frames set forth below Seller shall deliver or cause to be delivered to Buyer the following:

(a) Title Insurance Commitment. Within twenty (20) days after the Effective Date, a current title insurance commitment issued by the Title Company, including copies of all recorded matters (to the extent available from the Title Company's search of the records) affecting title referred to therein (collectively, the "Title Commitment"), showing title to the Property to be vested in Seller and contemplating the issuance by the Title Company of a current-form ALTA owner's policy of title insurance (the "Title Policy") insuring such title to the Property in Buyer, in the amount of the Purchase Price. Seller, at Seller's expense, shall cause the Title Company to issue a gap endorsement with the Title Policy.

(b) Seller Documents. Within ten (10) days after the Effective Date, Seller shall make available to Buyer copies of any of the following documents in Seller's possession: (i) any site plans of previously existing development or surveys of the Property; (ii) any existing third-party reports, including, without limitation, environmental reports, engineering studies, feasibility studies, inspections, and the like; (iii) prior title policies or title commitments; (iv) any and all agreements running with the Property or encumbering title to the Property; and (v) any other documents reasonably requested by the Buyer (collectively, the "Seller's Disclosure Documents"). Without limitation, the Seller's Disclosure Documents shall include any environmental and soils reports, tests, and similar documents in Seller's possession pertaining to the Property (including, without limitation, any preliminary investigations and/or actions to-date with the Wisconsin Department of Natural Resources ("WDNR") relating to any requirement to place additional soil capping on the Property to return it to a developable state), and correspondence in Seller's possession relating thereto. Buyer hereby acknowledges and agrees that (a) Seller has made no representations or warranties concerning the accuracy or completeness of any of the Seller's Disclosure Documents or any of the matters set forth therein (other than Seller agreeing that it will deliver any of the foregoing in Seller's possession), (b) the Seller's Disclosure Documents have been furnished to Buyer strictly as a convenience to Buyer, and (c) Buyer shall conduct all of the inspections, studies and due diligence that Buyer deems necessary or appropriate with respect to the Property and shall not rely on the Seller's Disclosure Documents or any of the matters set forth therein. Notwithstanding anything to the contrary hereinabove set forth, Seller's Disclosure Documents and other information to be delivered by Seller to Buyer pursuant to the terms and provisions of this Agreement may contain confidential, proprietary, financial and/or trade secret information, and shall be confidentially received and maintained by Buyer and the City Attorney and any outside legal counsel retained by Buyer, except such parties may disclose the foregoing information as may be required by law. Buyer and Seller acknowledge Buyer may be compelled, in accordance with Wisconsin open records laws, to transmit certain documents and information, which transmittal shall not constitute a Buyer default or subject the Buyer to liability hereunder.

3.2 Inspection of Property. From the Effective Date through the Closing Date, Buyer and its employees, agents, and contractors, upon at least 24 hours prior written notice (which may be by email) to Seller, shall have the right to enter the Property to investigate the Property and all matters relevant to its acquisition, development, operation, or marketability. Such right of investigation shall include, without limitation, the right to have made, at Buyer's expense, any studies or inspections of the Property as Buyer may deem necessary or appropriate, including, without limitation, a Phase 1 environmental site assessment of the Property and any and all other environmental assessments or testing deemed necessary or appropriate by Buyer; provided, however, that any invasive testing, drilling or boring shall be permitted only with prior written approval of Seller in accordance with the terms and provisions of Section 2, above. Prior to Buyer, any contractor, engineer or other party conducting any tests on-site or inspections on the Property, such party will be required to furnish evidence to Seller of public liability insurance with limits of at least \$1,000,000 per occurrence with excess umbrella liability coverage of at least \$2,000,000, naming Seller as additional insured. Seller hereby reserves the right to have a representative present at the time Buyer conducts any investigation of the Property. Seller shall cooperate reasonably with any such investigations, inspections, or studies made by or at Buyer's direction and provide any information known to Seller requested by Buyer or Buyer's consultants in connection with such investigations, inspections, or studies. Buyer shall restore the Property to the same condition as existed prior to the inspections or tests of the Property. Buyer's obligation

to restore the Property shall survive the termination of this Agreement. Buyer shall indemnify, defend and hold harmless Seller and its members, managers, employees and agents, from and against any and all liabilities, actions, losses, damages, liens, claims, fees, costs and expenses arising from or in any way connected with the activity or presence of Buyer, its agents, invitees, contractors, employees or representatives, in or about the Property; provided, however, Buyer shall not be liable for any liabilities, losses, damages, claims, costs or expenses (i) arising out of or incurred in connection with Seller's negligence, recklessness or willful misconduct, or (ii) arising out of the mere discovery of a pre-existing condition, unless Buyer exacerbates the same (but in such event, Buyer's liability with respect to any exacerbation shall be limited only to the extent of such exacerbation). This indemnity shall survive the Closing (and not be merged therein) and/or termination of this Agreement.

4. TITLE.

4.1 Review. Buyer shall be entitled to object to any title defects disclosed in the Title Commitment or reflected on the Survey ("Exceptions"), in its reasonable discretion, by a written notice of objections delivered to Seller on or before the date of expiration of the Inspection Period (the "Objection Date"). If Buyer fails to deliver to Seller a notice of objections on or before the Objection Date, Buyer shall be deemed to have waived any objection to the Exceptions and thereafter all Exceptions shall be deemed to be Permitted Exceptions (as hereinafter defined). Seller shall have, in Seller's sole discretion, thirty (30) days from the receipt of Buyer's notice of objections either to obtain, as applicable, the issuance of an endorsement to the Title Commitment or a revision to the Survey removing such Exceptions or, if acceptable to Buyer, to obtain affirmative title insurance protection for such Exceptions satisfactory to Buyer in Buyer's reasonable discretion. If Seller fails either to provide for the removal of such Exceptions (or confirm the same will be removed by the Title Company at Closing) or to obtain affirmative title insurance protection for such Exceptions satisfactory to Buyer in Buyer's reasonable discretion within such thirty (30) day period ("Seller's Response"), then this Agreement, at Buyer's option, shall be terminated upon written notice to Seller within ten (10) days of Buyer's receipt of Seller's Response (the "Title Termination Deadline"). Upon delivery of such termination notice by Buyer, this Agreement shall automatically terminate, the Deposit shall be immediately returned to Buyer, and the parties shall be released from all further obligations under this Agreement other than the Surviving Obligations. If Buyer fails to timely terminate this Agreement in the manner set forth above, all Exceptions referred to in Buyer's notice of objections shall be deemed to be Permitted Exceptions, and this Agreement shall remain in full force and effect. If Buyer waives in writing its objection to any matters described in the notice of objections, such matters shall be deemed to be Permitted Exceptions. Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify any of Buyer's objections described in the notice of objections or otherwise.

4.2 Permitted Exceptions. The term "Permitted Exceptions" shall mean all Exceptions contained in the Title Commitment or Survey (a) to which Buyer does not object as herein provided or (b) as to which Buyer has waived or is deemed to have waived its objection. Notwithstanding anything to the contrary set forth in this Agreement, (1) in no event shall Permitted Exceptions include (i) any mortgage or deed of trust or other monetary lien voluntarily granted or expressly assumed by Seller and encumbering the Property, (ii) any and all judgment liens encumbering the Property caused by Seller, (iii) any lis pendens, levy, attachment, or writ of

attachment caused by Seller, (iv) any and all local, state, and federal tax liens encumbering the Property caused by Seller (except for real estate tax liens securing amounts that are not yet due and payable), and (v) any and all mechanic's or supplier's liens encumbering the Property arising from work performed or materials furnished at the Property caused by Seller (except for any liens arising in connection with Buyer's Inspections) (collectively, the "Seller Encumbrances"), all of which shall be satisfied by Seller on or before Closing, and (2) Seller's obligation to cause the removal of all Seller Encumbrances or cause the Title Company to insure over all Seller Encumbrances shall not be contingent upon Buyer objecting to the same pursuant to Section 4.1.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer (collectively, "Seller's Representations and Warranties"), that to Seller's Knowledge (as hereinafter defined) the statements set forth in this Section 5.1 are true and correct in all material respects as of the date hereof and as of the date of Closing, except as otherwise disclosed to Buyer in the Seller's Disclosure Documents, the Title Commitment and exception documents, or otherwise in writing. For the purposes of this Agreement, "Governmental Authority" means any local, regional, state or federal governmental entity, agency, court, judicial or quasi-judicial body, or legislative or quasi-legislative body.

(a) Authorization. This Agreement and all other agreements, documents and instruments to be executed by Seller in connection herewith have been effectively authorized by all necessary action on the part of Seller, which authorizations remain in full force and effect, and have been duly executed and delivered by Seller.

(b) Binding. This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with its terms against Seller subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(c) No Conflicting Agreements. Seller is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement by any applicable laws, agreement, instrument, restriction, or by a judgment, order or decree of any Governmental Authority having jurisdiction over Seller or the Property, and execution by Seller of this Agreement and performance by Seller of its obligations under this Agreement shall not be in violation of or cause a default under any applicable laws, agreement, instrument, covenant, condition, restriction, judgment, order or decree.

(d) Litigation. There is no action, suit, proceeding or claim affecting the Property or any portion thereof, or affecting Seller or the ownership, operation, use or occupancy of the Property pending or being prosecuted before or by any Governmental Authority nor is any such action, suit, proceeding or claim threatened or being asserted.

(e) Bankruptcy. Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy, or received notice of the filing of any involuntary petition in bankruptcy against Seller; (iii) received notice of the appointment of a

receiver to take possession of all or substantially all of Seller's assets; (iv) received notice of the attachment or other judicial seizure of all or substantially all of Seller's assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(f) Notice of Violation. Seller has not received written notice of violation of zoning ordinances or of any health, safety, pollution, environmental, or other laws, ordinances, rules or regulations with respect to the Property, which have not been heretofore entirely corrected to the satisfaction of the appropriate Governmental Authority.

(g) Liens. The Property is free and clear of all mechanic's liens, liens (other than mortgages of Seller to be paid at Closing) or encumbrances of any nature, except as expressly permitted in this Agreement. No work has been performed or is in progress by Seller, and no materials have been furnished to the Property or the improvements or any portion thereof at the request of Seller, which might give rise to mechanics' liens, that has not otherwise been paid.

(h) Environmental.

(i) Seller has not engaged in or permitted any operations or activities upon, or any use or occupancy of the Property, or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal of any hazardous materials on, under, in or about the Property, nor are any hazardous materials presently constructed, deposited, stored or otherwise located on, under, in or about the Property.

(ii) No investigation, administrative order, consent order and agreement or litigation and settlement with respect to solid waste or hazardous materials is in existence with respect to the Property.

(iii) The Property is not currently and has never been on any federal or state superfund or super lien list.

(iv) For purposes of this Agreement, "hazardous materials" shall mean: any hazardous substance as defined by CERCLA, 42 US CA § 9601 et seq as amended from time to time, and regulations promulgated thereunder; petroleum products (except in de minimus quantities); asbestos; any substance, the presence of which on the Property is prohibited by any governmental requirement; any other substance which by any governmental requirement requires special handling or notification of any federal, state or local government entity in its collection, storage, treatment or disposal; urea formaldehyde insulation; toxic chemicals, hazardous chemicals or extremely hazardous substances under either the emergency planning and Community Right to Know Act of 1986 or OSHA; "pollutant" within the meaning of the Federal Clean Water Act and the regulations promulgated thereunder; and any substance governed by the Toxic Substances Control Act.

All references to "Seller's Knowledge" in this Agreement shall refer only to the current actual knowledge of the Seller Designated Person (as hereinafter defined) without inquiry, and shall not be construed, by imputation or otherwise, to refer to the knowledge of Seller generally, or any affiliate of Seller or to any other officer, agent, manager, representative or employee of

Seller or any affiliate thereof, or to impose upon the Seller Designated Person any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. As used herein, the term "Seller Designated Person" shall mean collectively Michael Faber and Linda Gorens-Levey, who are represented by Seller to be the persons affiliated with Seller who are most likely to have knowledge of the foregoing representations and warranties on behalf of Seller. In no event shall the Seller Designated Person have any personal liability under this Agreement.

Each of Seller's Representations and Warranties are acknowledged by Seller to be material and to be relied upon by Buyer in proceeding with this transaction, shall be deemed to have been remade by Seller as of the date of Closing and shall survive for a period of nine (9) months after Closing. Notwithstanding the foregoing, if prior to the Closing, Seller acquires knowledge of any fact which it did not previously have and such fact would make a representation and warranty of Seller contained in this Agreement untrue or materially inaccurate, then Seller shall have the right to qualify the representation or warranty; provided, however, that at all times prior to the closing Seller shall act diligently and in good faith to maintain the truth and accuracy of the representations and warranties of Seller contained in this Agreement, and provided further that in the event Seller so qualifies any representation or warranty, Buyer may, at its option, as its sole remedies, either (a) terminate this Agreement and receive a full refund of the Deposit, or (b) elect to proceed with the closing of the purchase of the Property notwithstanding such qualification. To the extent Buyer discovers prior to the Closing or acquires actual knowledge of any inaccuracy in a representation and warranty of Seller in this Agreement and the Closing occurs, such representation and warranty shall be deemed modified to reflect the inaccuracy discovered by Buyer.

Seller shall indemnify, defend and hold Buyer harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, reasonable attorneys' fees) resulting from the material breach by Seller of any of its representations or warranties; provided, however, such indemnity obligation shall only survive for a period of nine (9) months following Closing, and further provided that in no event shall Seller be liable to Buyer for any punitive, speculative, consequential or other damages (other than actual damages), and Buyer hereby waives, releases and discharges Seller from the same.

Except for the EXPRESS representations and warranties made in this Agreement, BUYER agrees and acknowledges that BUYER is purchasing the Property in an "**AS-IS – WHERE IS WITH ALL FAULTS**" condition, and with all latent and patent physical defects. BUYER acknowledges that, except for the EXPRESS representations and warranties made in this Agreement, BUYER is purchasing the Property without any warranties, representations or guaranties whatsoever, whether express or implied, written or oral, with respect to the Property, its physical condition, income to be derived therefrom, expenses incurred with respect thereto, or with respect to the compliance of the Property with applicable laws, rules, ordinances or regulations (including without limitation, those relating to health and/or the environment) and BUYER expressly waives the right to assert any claims with respect to any such matters and releases Seller from any liability with respect thereto. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.**

5.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller (collectively, "Buyer's Representations and Warranties") the statements set forth in this Section 5.2 are true and correct in all material respects and will be true and correct as of Closing.

(a) Authorization. This Agreement and all other agreements, documents and instruments to be executed by Buyer in connection herewith have been effectively authorized by all necessary action on the part of Buyer, which authorizations remain in full force and effect, and have been duly executed and delivered by Buyer.

(b) Binding. This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable in accordance with its terms against Buyer subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(c) No Conflicting Agreements. Buyer is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement by any applicable laws, agreement, instrument, restriction, or by a judgment, order or decree of any Governmental Authority having jurisdiction over Buyer, and execution by Buyer of this Agreement and performance by Buyer of its obligations under this Agreement shall not be in violation of or cause a default under any applicable laws, agreement, instrument, covenant, condition, restriction, judgment, order or decree.

Each of the representations and warranties of Buyer contained in this Agreement are acknowledged by Buyer to be material and to be relied upon by Seller in proceeding with this transaction, shall be deemed to have been remade by Buyer as of the date of Closing and shall survive for a period of nine (9) months after Closing.

6. FINANCE DEVELOPMENT AGREEMENT.

6.1 Amendment to Existing Finance Development Agreement. Seller and Buyer acknowledge and agree that as an inducement to Seller to (i) enter into this Agreement and (ii) sell the Property to Buyer at the stated Purchase Price, Buyer has agreed to enter into an amendment with Seller to that certain Tax Incremental District No. 16 Finance Development Agreement dated as of November 5, 2018, by and between Seller, as developer, and Buyer (the "FDA") and any ancillary related documents to reflect the fact that (a) to the extent that (1) the Park Remainder Site Work (as such term is defined in the FDA) has been completed, and (2) the Park Remainder Site Work Costs (as such term is defined in the FDA) did not exceed the amount of the City Loan (as such term is defined in the FDA) and there remains portions of the City Loan which have not been disbursed to Seller, then (b) upon the Closing, such undisbursed amount of the City Loan shall be disbursed to Seller (in the amount of \$610,681.56 plus any interest accrued thereon while in escrow) (the "FDA Amendment") and shall belong to and be the sole property of Seller. Buyer and Seller acknowledge and agree that the FDA Amendment shall be in form and substance reasonably acceptable to both Buyer and Seller. Seller acknowledges and agrees that the FDA Amendment requires approval from the Common Council for the City of Oak Creek and, notwithstanding anything to the contrary set forth in this Agreement, in the event that the parties are unable to obtain the necessary approvals on or before the expiration of the Inspection

Period, Seller shall have the right to terminate this Agreement by written notice to Buyer given within ten (10) business days after the expiration of the Inspection Period; or, Seller may agree to grant an extension to Buyer to obtain such approval of the FDA Amendment from the Common Council. Failure of Seller to exercise such right to terminate this Agreement shall be deemed Seller's election to terminate this Agreement.

7. SELLER'S UNDERTAKINGS PENDING CLOSING.

7.1 Operation of the Property. Until the earlier of the Closing or the termination of this Agreement, Seller shall:

(a) Status of Title. Not intentionally do anything that would impair or modify the status of title as shown on the Title Commitment or the Survey.

(b) Contracts. Not enter into any lease, service contract, or other contract that, following Closing, will be binding upon Buyer or the Property without, in each instance, obtaining the prior written approval of Buyer (which will not be unreasonably withheld).

(c) Transfer. Except as set forth in Section 13.5, not cause or permit transfer, conveyance, sale, assignment, pledge, mortgage, or encumbrance of any of the Property.

In the event that any of the foregoing occurs, Buyer may provide written notice to Seller, describing in reasonable detail the objectionable occurrence or matter, and (a) if the notice is received by Seller before the conclusion of the Inspection Period, this Agreement shall terminate; or (b) if the notice is received by Seller after the conclusion of the Inspection Period, Seller shall have thirty (30) days to cure the objectionable matter to Buyer's reasonable satisfaction, otherwise this Agreement shall terminate and the parties shall have no further obligations hereunder, except any Surviving Obligations.

7.2 Advise Buyer. Until the earlier of the Closing or the termination of this Agreement, Seller shall notify Buyer in writing promptly upon Seller's receipt of actual notice of the following:

(a) Events. Any event, transaction, or occurrence prior to Closing that could materially adversely affect any of the Property.

(b) Representations. Any fact or event that would make any of the Seller's Representations and Warranties untrue or misleading in any material respect or that would cause Seller to be in violation of any of its covenants or other undertakings or obligations hereunder.

(c) Laws. Any violation of any law, ordinance, regulation or law that materially affect any of the Property.

(d) Zoning. Any proposed change in any zoning or other law affecting the use or development of any of the Property (other than the rezoning related to removing the floodplain zoning as set forth in Section 13.17 below).

(e) Litigation. Any pending or threatened litigation that affects any of the Property or that could affect the transaction contemplated hereby.

(f) Defaults. Any default under any of the Permitted Exceptions or other agreements affecting any of the Property, or any act or omission that with notice or the passage of time, or both, would constitute such a default.

(g) Environmental. Any (except as previously disclosed to Buyer) (a) enforcement, clean-up, removal or other governmental or regulatory action concerning the Property instituted, completed or threatened pursuant to any Environmental Law; (b) claim made or threatened by any person against Buyer and/or Seller, or the Property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances on or about the Property; (c) reports made to any environmental agency arising out of or in connection with any Hazardous Substance in, on or about the Property or with respect to any Hazardous Substance in, on or about the Property or with respect to any Hazardous Substance removed from the Property including, without limitation, any complaints, notices, warnings, reports or asserted violations in connection therewith; and (d) Hazardous Substance that Seller knows has been, or will come to be, released or located within, under or about the Property.

In the event that Seller notifies Buyer of any of the foregoing, Buyer may provide written notice to Seller, describing in reasonable detail the objectionable occurrence or matter, and (a) if the notice is received by Seller before the conclusion of the Inspection Period, this Agreement shall terminate; or (b) if the notice is received by Seller after the conclusion of the Inspection Period, Seller shall have thirty (30) days to cure the objectionable matter to Buyer's reasonable satisfaction, otherwise the Agreement shall terminate and the parties shall have no further obligations hereunder, except any Surviving Obligations.

8. CONDITIONS TO CLOSING.

8.1 Conditions. In addition to any other contingencies set forth in this Agreement, Buyer's and Seller's obligations to close on the purchase and sale of the Property are subject to each and all of the following conditions precedent:

(a) Title Policy. The Title Company shall issue the Title Policy with the endorsements required hereunder subject only to the Permitted Exceptions.

(b) Accuracy of Representations. Seller's Representations and Warranties shall be true and correct in all material respects, except as otherwise set forth in Section 5.1 for any modified representation or warranty, on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date, and Seller shall so certify.

(c) Performance. Each of Buyer and Seller shall have materially performed all of their respective covenants and obligations and complied with all of their respective conditions required by this Agreement to be performed or complied with by Buyer or Seller, as applicable, on or before the Closing Date.

8.2 Failure of Conditions. If any condition precedent to Closing as set forth in this Section 8 has not been fulfilled and satisfied on or before Closing, then (a) as to the conditions described in Sections 8.1(a) and (b), such conditions may be waived if Buyer agrees to waive such condition; (b) as to the condition described in Section 8.1(c), such condition may be waived if the party not liable for non-performance agrees to waive such condition; and (c) as to any other condition that has not been waived as provided in the preceding clauses, either party may terminate the Agreement by providing thirty (30) days advance written notice to the non-terminating party. If, during the thirty (30) days after a notice of termination is served, the condition(s) precedent is/are satisfied, the notice of termination will be deemed rescinded and the parties shall proceed to the Closing (unless otherwise agreed by the parties in writing). If the Agreement is terminated for a failure of a condition to closing and there is no breach of this Agreement by either party, the Deposit shall be promptly returned to Buyer and the parties shall thereupon be relieved of any further obligations hereunder other than the Surviving Obligations; otherwise the parties may pursue the remedies provided under Section 13.

9. CLOSING.

9.1 Time of Closing. Buyer and Seller acknowledge and agree that the Closing shall take place in the offices of the Title Company or by escrow closing administered by the Title Company on or before the Closing deadline set forth in this Section 9.1 (the date upon which Closing occurs shall be referred to hereinafter as the “Closing Date”). Buyer and Seller acknowledge and agree that the deadline for the Closing Date shall be determined based on the potential development occurring on that certain parcel of real property commonly known as Tax Parcel No. 9259001000 (the “South Parcel”). Buyer and Seller agree as follows: (i) in the event Seller provides to Buyer, on or before December 31, 2022, Evidence (as such term is hereinafter defined) of imminent development of an industrial use building (or other use acceptable to Buyer) upon the South Parcel, the Closing shall occur on a date chosen by Buyer that is no later than June 1, 2023 (provided, Buyer shall provide written notice to Seller of its selected closing date at least ten (10) business days in advance, failing which the Closing shall occur on June 1, 2023); (ii) in the event Seller provides to Buyer, on or before June 30, 2023, Evidence of imminent development of an industrial use building (or other use acceptable to Buyer) upon the South Parcel, the Closing shall occur on a date chosen by Buyer that is no later than December 1, 2023 (provided, Buyer shall provide written notice to Seller of its selected closing date at least ten (10) business days in advance, failing which the Closing shall occur on December 1, 2023); and (iii) in the event Seller is unable to provide Evidence of imminent development of an industrial use building (or other use acceptable to Buyer) on or before June 30, 2023, the Closing shall occur on a date chosen by Buyer that is no later than June 1, 2024 (provided, Buyer shall provide written notice to Seller of its selected closing date at least ten (10) business days in advance, failing which the Closing shall occur on December 1, 2023). For the purposes of this Section 9.1, “Evidence” means (a) a copy of an executed binding lease or sale agreement with a creditable tenant or user for a build-to-suit transaction upon the South parcel, which lease or sale agreement shall have no open contingencies (which may be redacted for confidential information, including but not limited to such tenant or user’s name) (provided, however, that Buyer and its counsel agrees to maintain the confidentiality of confidential (including, but not limited to, such tenant’s or user’s name), proprietary financial, and/or trade secret information in such lease or sale agreement in accordance with the terms and provisions of this Section 9.1) and (b) copies of approvals by the Plan Commission of the City of Oak Creek for the plans for such development. Buyer acknowledges and agrees that the lease or

sale agreement may contain confidential, proprietary, financial, and/or trade secret information, and as such, the lease or purchase agreement shall be confidentially received and maintained by the City Attorney for Buyer and any outside legal counsel retained by Buyer in connection with this Agreement, except that such parties may disclose the foregoing information as may be required by law, but will redact any confidential, proprietary, financial and/or trade secret information before providing such agreement to third parties. If Buyer receives a subpoena or any other order from a court or other judicial tribunal or administrative agency pertaining to the disclosure or release of information related to such lease or sale agreement, Buyer may respond in good faith to such request or comply in good faith with such order; provided that Buyer shall: (i) give Seller written notice prior to responding or complying, unless prohibited by law from doing so, sufficient to allow Seller to seek a protective order or other appropriate remedy; (ii) reasonably cooperate with Seller in responding or complying; and (iii) redact and/or omit and refuse to provide any information not required to be disclosed under applicable law. It shall be the responsibility of Seller to challenge any such order; provided, however, that Buyer does not waive its rights to present its position with respect to any such order. Buyer will cooperate with Seller to support reasonable efforts to quash or limit any such subpoena or order, at the Seller's expense.

9.2 Deliveries. At the Closing the following shall occur:

(a) Deed. Seller shall deliver to Buyer a duly executed and acknowledged special warranty deed, in form reasonably acceptable to Buyer, conveying the Property to Buyer, free and clear of all matters affecting title, except for the Permitted Exceptions.

(b) Purchase Price. Buyer shall pay to Seller the Purchase Price as provided in Section 1.2, subject to the adjustments described in Section 10.

(c) Possession. Possession of the Property shall be delivered to Buyer.

(d) Certificates. Seller shall execute and deliver to Buyer a certificate confirming Seller's Representations and Warranties.

(e) Title Documents. Seller shall arrange for the execution and delivery to Title Company of such agreements or statements concerning parties in possession of the Property or claims for mechanic's liens as may be required by Title Company in order to issue the Title Policy.

(f) Transfer Return. Buyer and Seller shall acknowledge a properly completed electronic Wisconsin Real Estate Transfer Return.

(g) Authority Documents. Each party shall provide the Title Company such authority documents as are reasonably necessary to complete the transaction herein.

(h) Assignment. Seller shall assign to Buyer any contracts, permits and the like referenced under Section 3.1(c) that Buyer has approved.

(j) Additional Assignments. An assignment and assumption document in recordable form and in form and substance satisfactory to Buyer and Seller, whereby Buyer assumes all of Seller's obligations set forth in the following:

(1) That certain Ryan Business Park Storm Water Management Practices Maintenance Agreement recorded with the Milwaukee County Register of Deeds on November 22, 2019 as Document No. 10929001;

(2) That certain Maintenance Agreement recorded with the Milwaukee County Register of Deeds on September 30, 2020, as Document No. 11026568; and

(3) That certain Maintenance Fee Assessment Agreement recorded with the Milwaukee County Register of Deeds on November 9, 2018, as Document No. 10826675.

(k) Additional Documents. Seller and Buyer shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

10. PRORATIONS AND CLOSING EXPENSES.

10.1 Closing Adjustments. The cash due at Closing pursuant to Section 2.2(b) shall be subject to adjustment as of the Closing Date in accordance with the following provisions:

(a) Property Taxes. Seller shall pay all real property taxes for the Property for the years prior to the year of Closing. Real property taxes levied for the year of Closing shall be prorated effective as of the Closing Date using the actual real property taxes levied for the year of Closing (if known). If the amount of taxes levied in the year of Closing is not known at the time of Closing, Buyer and Seller shall prorate the real property taxes at the time of Closing on a daily basis based on the net real property taxes for the previous year. Buyer shall receive a credit to be applied against the Purchase Price at Closing for Seller's pro rata share of real property taxes. Buyer shall be responsible for any conversion charges applicable to the Property, if any.

(b) Special and Area Assessments. Seller shall pay any and all installments for special and area assessments that are due for work actually completed or levied up to and through the Closing Date with respect to the Property. Buyer shall be responsible for all other special and area assessments (including installments that are due following Closing) levied against the Property after the Closing Date. The Buyer agrees not to place any new or contemplated special assessments against the Property during the pendency of this transaction.

(c) Utilities. To the extent there are utility charges and utility meters are not read and final bills rendered as of the Closing Date, water, sewer, electricity and other public utility charges with respect to the Property (or any portion thereof) shall be prorated effective as of the day immediately preceding the Closing Date utilizing an estimate of such charges reasonably approved by both Buyer and Seller based on prior utility bills.

(d) Other Income and Expenses. All other income and expenses of operating the Property customarily prorated in connection with the sales of properties substantially similar to the Property in the City of Oak Creek, Wisconsin shall be prorated as of 11:59 P.M. on the day immediately preceding the Closing Date on the basis of the actual number of days of the month

which shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year.

(e) Recording Fees. Seller shall pay all recording fees for documents as are required to be recorded in order to cause title to the Property to be in the condition called for by this Agreement. Buyer shall pay the recording fee for the deed.

(f) Transfer Taxes. Seller shall pay all transfer taxes (including the Wisconsin Real Estate Transfer Fee) arising from the conveyance and sale of the Property.

(g) Escrow Charges. Buyer shall pay fifty percent (50%) of any escrow charges or fees of the Title Company related to the Earnest Money and Closing. Seller shall pay fifty (50%) of any escrow charges or fees of the Title Company related to the Earnest Money and Closing.

(h) Brokerage Fees. Seller shall pay any brokerage fee due to any party claiming a commission or fee arising from the acts or omissions of Seller.

(i) Other Costs. All other customary purchase and sale costs shall be paid by Sellers or Buyer in accordance with the custom in the State of Wisconsin.

10.2 Settlement Statement. At the Closing, Seller and Buyer shall execute a Closing settlement statement to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement.

11. CONDEMNATION. If, prior to Closing, Seller learns of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof) of any of the Property, Seller shall notify Buyer promptly thereof. If the taking will affect thirty percent (30%) or more of the Property, Buyer may, within thirty (30) days after delivery of such notice, either terminate this Agreement or elect to proceed with this transaction with no reduction in the Purchase Price (in which event Seller shall assign to Buyer at Closing all available awards and proceeds pertaining to such taking). If the taking will affect less than thirty percent (30%) of the Property, the parties shall proceed to close this transaction with no reduction in the Purchase Price and Seller shall assign to Buyer at Closing all available awards and proceeds pertaining to such taking.

12. REMEDIES.

12.1 Breach by Seller. Time is of the essence with respect to Seller's obligations hereunder. If Seller fails to comply with any of its obligations hereunder, and the same is not cured within ten (10) days of receipt of written notice from Buyer, Buyer, at Buyer's option, shall be entitled, as Buyer's sole and exclusive remedies: (a) to treat this Agreement as terminated, in which case the Deposit shall be returned to Buyer, both parties shall be discharged from all duties and performance hereunder other than the Surviving Obligations, and Buyer shall have the right to reimbursement from Seller for Buyer's out-of-pocket expenses in connection with Buyer's due diligence of the Property not to exceed \$20,000.00 (the "Default Payment"); or (b) to treat this Agreement as being in full force and effect, and Buyer shall have the right to an action for specific performance. The remedies under this Section 12.1 shall be Buyer's sole forms of relief for Seller's breach of this Agreement. **EXCEPT AS TO THE DEFAULT PAYMENT, BUYER**

HEREBY WAIVES ANY RIGHT TO PURSUE A CLAIM FOR DAMAGES (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, AND EXEMPLARY DAMAGES), AND ALL OTHER REMEDIES AVAILABLE, AT LAW AND IN EQUITY, IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTION CONTEMPLATED HEREBY. Buyer shall notify Seller of its intent to seek the remedy of specific performance on or before the date which is sixty (60) days after the date of default of Seller under this Agreement, failing which Buyer shall be deemed to have waived its election to receive the remedy of specific performance, in which case the Title Company shall immediately pay to Buyer the Deposit. In no event shall Seller be liable to Buyer for any other actual (other than the Default Payment), punitive, speculative, consequential or other damages, and Buyer hereby waives, releases and discharges Seller from the same.

12.2 Breach by Buyer. Time is of the essence with respect to Buyer's obligations hereunder. If Buyer fails to comply with any of its obligations hereunder, and the same is not cured within ten (10) days of receipt of written notice from Seller, Seller, at Seller's option, shall be entitled: (a) to treat this Agreement as terminated, in which case the Deposit shall be distributed to Seller as liquidated damages, it being acknowledged by the parties that Seller's actual damages would be difficult to determine and that the amount of the Deposit represents a reasonable approximation of Seller's damages for Buyer's breach, and both parties shall be discharged from all duties and performance hereunder other than the Surviving Obligations; or (b) to treat this Agreement as being in full force and effect, and Seller shall have the right to an action for specific performance. The remedies under this Section 12.2 shall be cumulative with and in addition to all other rights and remedies provided Seller at law or in equity.

13. GENERAL PROVISIONS.

13.1 Brokers. Seller and Buyer each hereby represent and warrant to the other that their sole contact with the other or with the Property has been made without the assistance of any broker or other third party, except for Mid-America ("Seller's Broker"), who was engaged by and shall be paid by Seller. Buyer and Seller shall each indemnify, defend and hold the other party, each affiliate of such party, and their respective members, directors, officers, agents, employees, successors and assigns, harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, reasonable attorneys' fees) resulting from the breach by the indemnifying party of the representation and warranty set forth in the preceding sentence.

13.2 Further Assurances. Each of the parties hereto undertakes and agrees to execute and deliver such documents, writings and further assurances as may be required to carry out the intent and purposes of this Agreement.

13.3 Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement, and there are no promises, agreements, conditions, undertakings,

warranties or representations, oral or written, express or implied, between the parties other than as herein set forth.

13.4 Survival. All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged by or through the Closing, shall not be deemed merged into any instrument delivered at Closing, shall survive Closing, and shall remain fully enforceable thereafter for the time periods set forth in this Agreement.

13.5 Dates. Time is of the essence of this Agreement; however, if any date set forth in this Agreement for the delivery of any document or the happening of any event should, under the terms hereof, fall on a weekend or holiday, then such date shall be automatically extended to the next succeeding weekday that is not a holiday.

13.6 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Wisconsin.

13.7 Notices. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, and any and all such items shall be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of the immediately following business day after deposit with UPS or a similar overnight courier service, addressed as follows; or as of the business day of email transmission to the email addresses set forth below:

If to Buyer: City of Oak Creek
8040 South 6th Street
Oak Creek, WI 53154
Attn: City Administrator
Email: avickers@oakcreekwi.gov

with a copy to: Melissa Karls, City Attorney
8040 South 6th Street
Oak Creek, WI 53154
Email: cattorney@oakcreekwi.gov

If to Seller: Ryan Business Park, LLC
c/o General Capital Group
6938 N. Santa Monica Blvd.
Milwaukee, WI 53217
Attn: Linda Gorens-Levey
Email: lgorens@generalcapitalgroup.com

with a copy to: Wyant Law Offices, S.C.
601 Lake Avenue
Racine, WI 53403
Attn: Leah R. Wyant

E-mail: lwyant@wyantlaw.com

Any address set forth above may be changed by the addressee by notice given pursuant to this Section 13.7.

13.8 Assignment. Buyer may not assign this Agreement without the prior written consent of Seller, which Seller may withhold in Seller's sole discretion. If approved by Seller, any assignee shall assume all obligations imposed on Buyer as if the assignee were the original Buyer in this Agreement but no such assignment shall release the original Buyer of any and all obligations herein. Seller may collaterally assign this Agreement to Seller's lender.

13.9 Successors and Assigns. Subject to Section 13.8, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

13.10 Attorneys' Fees. If either party commences an action to enforce the terms of, or resolve a dispute concerning, this Agreement, the prevailing party in such action shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorneys' fees.

13.11 Severability. If any provision of this Agreement is declared void or unenforceable by a final judicial or administrative order, this Agreement shall continue in full force and effect, except that the void or unenforceable provision shall be deemed deleted and replaced with a provision as similar in terms to such void or unenforceable provision as may be possible and be valid and enforceable.

13.12 Non-Illusory Contract. In any case in which the Deposit is provided herein to be returned to Buyer, then nevertheless One Hundred and No/100 Dollars (\$100.00) thereof shall be paid to or retained by Seller and deducted from the amount due Buyer, such amount belonging to Seller in any and all events and shall in effect constitute option money, making this Agreement binding even if any conditions or provisions herein are entirely within the discretion or control of Buyer for any time period.

13.13 No Recording. Neither this Agreement nor any memorandum thereof shall be recorded in the public record of any jurisdiction.

13.14 No Partnership. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein, nor any acts of the parties hereto shall be deemed to create the relationship between the parties hereto other than the relationship of seller and buyer.

13.15 Continued Marketing. Notwithstanding anything to the contrary herein, the parties agree that Seller will continue marketing the Property (including placement of a sign or signs on the Property therefor and may engage a broker or brokers related to such marketing), for both industrial or retail that will meet the Buyer's municipal approvals intentions until closing on the sale of the Property to the Buyer, and in the event that the Seller obtains a potential user for the Property that is acceptable to the Buyer in a municipal approvals capacity, in the Buyer's sole and absolute discretion, upon the granting of such municipal approvals, this Agreement shall

terminate, the Deposit shall be returned to Buyer, and the parties shall have no further obligations hereunder, except for Surviving Obligations.

13.16 South Parcel. Seller acknowledges and agrees that, pursuant to the terms of the FDA, during the life of TID 16, no portion of the South Parcel may be conveyed to, used by, or leased to any entity that is wholly or partially tax-exempt from federal or state real or personal property taxes, except with the prior written consent of the City. Seller has waived and agreed to not seek any property tax exemption on all or any portion of the South Parcel during the life of Tax Incremental District No. 16 ("TID 16") in the City of Oak Creek, Wisconsin.

13.17 FLOODPLAIN. Notwithstanding anything to the contrary herein, Seller shall have the right to continue processing the rezoning of the portion of the Property formerly mapped by FEMA as floodplain during the pendency of this transaction.


13.18 1031. In the event that either party shall be using the transaction contemplated hereby as part of an exchange of like kind property pursuant to Section 1031 of the Internal Revenue Code, the other party shall cooperate in connection therewith by executing and delivering such documents and instruments as may be reasonably required in order to accomplish any such like kind exchange, provided that, the party so cooperating shall not be required to bear any material costs or expenses or take on any liability in connection therewith.

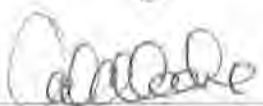
[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Purchase and Sale Agreement to be executed as of the Effective Date.

BUYER:

CITY OF OAK CREEK

By: 
Daniel J. Bukiewicz, Mayor

Attest: 
Catherine A. Roeske, City Clerk

SELLER:

RYAN BUSINESS PARK, LLC, a Wisconsin limited liability company

By: Capstone Development Company, a Wisconsin corporation
Its: Manager

By: _____
Name: Michael Faber
Title: Principal

IN WITNESS WHEREOF, the parties have caused this Purchase and Sale Agreement to be executed as of the Effective Date.

BUYER:

CITY OF OAK CREEK

By: _____
Daniel J. Bukiewicz, Mayor

Attest: _____
Catherine A. Roeske, City Clerk

SELLER:

RYAN BUSINESS PARK, LLC, a Wisconsin limited liability company

By: Capstone Development Company, a Wisconsin corporation
Its: Manager

By: _____
Name: Michael Faber
Title: Principal

EXHIBIT A

Description of the Land

Lot 7 of CSM 9242
27716027.5



COMMON COUNCIL REPORT

Item: Resolution No. 12485-041624, a Resolution Authorizing the Issuance of Not to Exceed \$2,550,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,550,000 Note Anticipation Notes, Series 2024A in Anticipation Thereof.

Recommendation: That the Common Council adopts Resolution No. 12485-041624, a Resolution Authorizing the Issuance of Not to Exceed \$2,550,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,550,000 Note Anticipation Notes, Series 2024A in Anticipation Thereof.

Fiscal Impact: The Note Anticipation Notes will be paid by TID No. 13 tax revenues and donations.

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

Background: The Plan of Finance includes \$2,510,000 Note Anticipation Notes (Series A NANs) to finance the existing lakefront bluff stabilization and revetment project as well as begin design of the next phase of bluff stabilization on the former Connell and Hynite properties abutting the lakefront.

The Series A NANs will be callable as of April 1, 2025 with the principal to be refinanced with General Obligation Refunding Bonds later in 2025. The Bonds are projected to be amortized through the remaining life of TID No. 13 (2044) and paid by TID No. 13 tax revenues and donations.

Resolution No. 12485-041624 gives Baird the ability to present to the City a sale on any day versus only on the day of a Common Council meeting, offering flexibility to take advantage of favorable interest rates. Parameters for the Series A NANs sale includes a maximum price of \$2,550,000 and interest rate of 5.25%.

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

Options/Alternatives: The Common Council could choose to request that the sale of the Series A NANs come back to them for approval at a set Common Council meeting, thus removing the flexibility to sell the Series A NANs on a day of Baird's choosing based on the interest rate market.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments:

- Resolution No. 12485-041624

RESOLUTION NO. 12485-041624

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,550,000 GENERAL OBLIGATION PROMISSORY NOTES AND AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$2,550,000 NOTE ANTICIPATION NOTES, SERIES 2024A IN ANTICIPATION THEREOF

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds for public purposes, including paying tax incremental project costs consisting of bluff stabilization and revetment (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes designated Note Anticipation Notes, Series 2024A (the "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser");

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

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to each of the City Administrator and the Deputy City Administrator/Finance Officer (each an "Authorized Officer") the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in

this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

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

Section 1. Authorization of Securities. The City hereby authorizes the issuance and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project.

Section 2. Authorization and Sale of the Notes; Parameters. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of not to exceed TWO MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$2,550,000) from the Purchaser upon the terms and subject to the condition set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 17 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed TWO MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$2,550,000). The purchase price to be paid to the City for the Notes shall not be less than 97.60% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 2.40% of the principal amount of the Notes, with an amount not to exceed 0.40% of the principal amount of the Notes representing the Purchaser's compensation (net of any costs of issuance paid by the Purchaser).

Section 3. Terms of the Notes. The Notes shall be designated "Note Anticipation Notes, Series 2024A"; shall be issued in the aggregate principal amount of up to \$2,550,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; shall mature on April 1, 2026 and the aggregate principal amount of the Notes shall not exceed \$2,550,000.

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2024 or on such other date approved by an Authorized Officer in the Approving Certificate. The true interest cost on the Notes (computed taking the Purchaser's compensation (net of any costs of issuance paid by the Purchaser) into account) shall not exceed 5.25%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing

power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy or revenue limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Notes, Series 2024A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the Common Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

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

Section 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$2,550,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if

applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

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

Section 12. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 13. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 14. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

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

Section 16. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 17. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, redemption provisions, interest rate, first interest payment date, and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

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

Section 18. Official Statement. The Common Council hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by an Authorized Officer or other officers

of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 19. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 16, 2024.

Daniel Bukiewicz
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned [City Administrator] OR [Deputy City Administrator/Finance Officer] of the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On April 16, 2024, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$2,550,000 Note Anticipation Notes, Series 2024A of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

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

The Notes shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$2,550,000 approved by the Resolution, shall mature on April 1, 2026 and shall bear interest at the rate per annum as set forth in the Schedule attached hereto as Schedule II and incorporated herein by this reference.

The true interest cost on the Notes (computed taking the Purchaser's compensation (net of any costs of issuance paid by the Purchaser) into account) is _____%, which is not in excess of 5.25%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 97.60% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price provided by the Purchaser of the Notes (\$ _____) and the purchase price to be paid to the City by the Purchaser (\$ _____) is \$ _____, or _____% of the principal amount of the Notes, which does not exceed 2.40% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation (net of any costs of issuance paid by the Purchaser) is \$ _____, or not more than 0.40% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes shall not be subject to optional redemption.] [The Notes shall be subject to redemption prior to maturity, at the option of the City, on _____ 1, 20__ or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.]

5. First Interest Payment Date. Pursuant to Section 3 of the Resolution, the first interest payment date shall be _____.

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

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, interest rate, purchase price, first interest payment date and redemption provisions for the Notes in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____ 2024 pursuant to the authority delegated to me in the Resolution

Andrew J. Viakera
City Administrator

Maxwell C. Gagin
Deputy City Administrator/Finance Officer

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Debt Service Schedule

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

(See Attached)

COPY

EXHIBIT B

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	MILWAUKEE COUNTY	
NO. R- _____	CITY OF OAK CREEK	\$ _____
	NOTE ANTICIPATION NOTE, SERIES 2024A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE	CUSIP:
April 1, 2026	_____, 2024	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

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

This Note is one of an issue of Notes aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying tax incremental project costs consisting of bluff stabilization and revetment (the "Project"), as authorized by a resolution adopted on April 16, 2024, as supplemented by an Approving Certificate, dated _____, 2024 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and

sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said Resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

[This Note is not subject to optional redemption.] [The Notes are subject to redemption prior to maturity, at the option of the City, on _____, 20____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.]

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

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent

duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes [(i) after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

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

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

Date of Authentication: _____

CERTIFICATE OF AUTHENTICATION

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

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)



COMMON COUNCIL REPORT

Item: Resolution Authorizing the Issuance of Not to Exceed \$6,700,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$6,700,000 Taxable Note Anticipation Notes, Series 2024B in Anticipation Thereof.

Recommendation: That the Common Council adopts Resolution No. 12486-041624, a Resolution Authorizing the Issuance of Not to Exceed \$6,700,000 General Obligation Promissory Notes and Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$6,700,000 Taxable Note Anticipation Notes, Series 2024B in Anticipation Thereof.

Fiscal Impact: The Taxable Note Anticipation Notes will be paid by TID No. 16 tax revenues.

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

Background: The Plan of Finance includes \$6,625,000 Taxable Note Anticipation Notes (Series B NANs) to finance the acquisition of 13.935 acres of property located at the southeast corner of 13th Street and Ryan Road (9514 S. 13th Street). The Common Council authorized the property acquisition when it approved a Purchase and Sale Agreement (PSA) on September 6, 2022, and the City is required to acquire the property per the PSA by June 1, 2024.

The Series B NANs will be callable as of April 1, 2027 with the principal to be refinanced with General Obligation Refunding Bonds in 2028. The Bonds are projected to be amortized to match the tax increment generated on the property to be acquired and paid by TID No. 16 tax revenues.

Resolution No. 12486-041624 gives Baird the ability to present to the City a sale on any day versus only on the day of a Common Council meeting, offering flexibility to take advantage of favorable interest rates. Parameters for the Series B NANs sale includes a maximum price of \$6,700,000 and interest rate of 6.00%.

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

Options/Alternatives: The Common Council could choose to request that the sale of the Series B NANs come back to them for approval at a set Common Council meeting, thus removing the flexibility to sell the Series B NANs on a day of Baird's choosing based on the interest rate market.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments:

- Resolution No. 12486-041624

RESOLUTION NO. 12486-041624

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$6,700,000 GENERAL OBLIGATION PROMISSORY NOTES AND AUTHORIZING THE ISSUANCE AND ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED \$6,700,000 TAXABLE NOTE ANTICIPATION NOTES, SERIES 2024B IN ANTICIPATION THEREOF

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds for public purposes, including paying tax incremental project costs consisting of property acquisition (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the note anticipation notes on a taxable rather than tax-exempt basis;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of taxable note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes, designated Taxable Note Anticipation Notes, Series 2024B (the "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser");

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

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

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

Section 1. Authorization of Securities. The City hereby authorizes the issuance and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project.

Section 2. Authorization and Sale of the Notes; Parameters. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of not to exceed SIX MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$6,700,000) from the Purchaser upon the terms and subject to the condition set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 15 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed SIX MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$6,700,000). The purchase price to be paid to the City for the Notes shall not be less than 98.25% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 1.75% of the principal amount of the Notes, with an amount not to exceed 0.80% of the principal amount of the Notes representing the Purchaser's compensation (net of any costs of issuance paid by the Purchaser).

Section 3. Terms of the Notes. The Notes shall be designated "Taxable Note Anticipation Notes, Series 2024B"; shall be issued in the aggregate principal amount of up to \$6,700,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; shall mature on April 1, 2028; and the aggregate principal amount of the Notes shall not exceed \$6,700,000.

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2024 or on such other date approved by an Authorized Officer in the Approving Certificate. The true interest cost on the Notes (computed taking the Purchaser's compensation (net of any costs of issuance paid by the Purchaser) into account) shall not exceed 6.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the City and do not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy or revenue limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable Note Anticipation Notes, Series 2024B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the City for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the Common Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments

shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished.

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

Section 8. Covenants of the City. The City hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$6,700,000 authorized for the issuance of the Securities to provide for the payment of the Notes shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such

signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

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

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

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

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

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

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative

of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, redemption provisions, interest rate, first interest payment date and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

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

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

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

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

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 16, 2024.

Daniel Bukiewicz
Mayor

ATTEST

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned [City Administrator] OR [Deputy City Administrator/Finance Officer] of the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On April 16, 2024, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$6,700,000 Taxable Note Anticipation Notes, Series 2024B of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

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

The Notes shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$6,700,000 approved by the Resolution, shall mature on April 1, 2028 and shall bear interest at the rate per annum as set forth in the Schedule attached hereto as Schedule II and incorporated herein by this reference.

The true interest cost on the Notes (computed taking the Purchaser's compensation (net of any costs of issuance paid by the Purchaser) into account) is _____%, which is not in excess of 6.00%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 98.25% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price provided by the Purchaser of the Notes (\$ _____) and the purchase price to be paid to the City by the Purchaser (\$ _____) is \$ _____, or _____% of the principal amount of the Notes, which does not exceed 1.75% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation (net of any costs of issuance paid by the Purchaser), is \$ _____ or not more than 0.80% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. [The Notes shall not be subject to optional redemption.] [The Notes shall be subject to redemption prior to maturity, at the option of the City, on _____ 1, 20__ or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.]

5. First Interest Payment Date. Pursuant to Section 3 of the Resolution, the first interest payment date shall be _____.

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

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, interest rate, purchase price, first interest payment date and redemption provisions for the Notes in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2024 pursuant to the authority delegated to me in the Resolution.

Andrew J. Vickers
City Administrator]

Maxwell C. Gagin
Deputy City Administrator/Finance Officer]

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Debt Service Schedule

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

(See Attached)

COPY

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
NO. R-____ CITY OF OAK CREEK \$_____
TAXABLE NOTE ANTICIPATION NOTE, SERIES 2024B

MATURITY DATE ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, 2028 _____, 2024 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

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

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including paying tax incremental project costs consisting of property acquisition (the "Project"), as authorized by a resolution adopted on April 16, 2024, as supplemented by an Approving Certificate, dated _____ 2024 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and

sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the City Clerk or City Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said Resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE CITY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTES.**

[This Note is not subject to optional redemption.] [The Notes are subject to redemption prior to maturity, at the option of the City, on _____ 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.]

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

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent

duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date [, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption]. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

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

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

Date of Authentication: _____

CERTIFICATE OF AUTHENTICATION

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

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

COMMON COUNCIL REPORT

Item: Personnel Policy 6.13 (Tuition Reimbursement) Amendment.

Recommendation: The Personnel and Finance Committee recommends the Common Council amend Personnel Policy 6.13 (Tuition Reimbursement) for non-represented employees.

Fiscal Impact: There should be no fiscal impact.

Critical Success Factor(s):

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

Background: In 2022, the procedure for Tuition Reimbursement process was updated to remove the requirement that each reimbursement course be approved by the Personnel and Finance Committee. Instead, the City Administrator approves the degree program and the Department Director approves individual courses. The current reimbursement process requires employees to:

1. Submit a Tuition Reimbursement Application for recommendation by the Department Director and approval by the City Administrator prior to entering the degree program.
2. Submit a Course Reimbursement Form for Department Director approval prior to starting each class.
3. Within 30 days of course completion, submit proof of qualifying grade and proof of payment or expense to the Finance and HR Department.

The Personnel Policy 6.13 – Tuition Reimbursement has been updated to reflect this process. The City has budgeted \$100,000 for tuition reimbursement which carries over from year to year, so the policy has also been amended to remove references to budget deadlines. All other reimbursement requirements, including but not limited to the reimbursement amounts, lifetime reimbursement maximums, job-related requirements, and repayment schedules remain unchanged.

Options/Alternatives: The Common Council could direct staff to design alternative Tuition Reimbursement options, or decline to update Personnel Policy 6.13.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Toni Vanderboom
Human Resources Manager

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments:

- City of Oak Creek's Personnel Policy 6.13 – Tuition Reimbursement
- Tuition Reimbursement Application
- Course Reimbursement Form

6.13 Tuition Reimbursement

The City recognizes that the skills and knowledge of its employees contribute to the success of the organization. Personal development through formal job-related academic education may help employees improve job related skills and enhance career opportunities within the City.

All full-time and regular part-time non-union employees who wish to complete an associate, undergraduate, or graduate degree in a job-related field of study are eligible for tuition reimbursement upon completion of one full year of employment. To be eligible for reimbursement, the degree must be from an accredited college or university. Reimbursement for Certified Public Manager programs will be considered on a case-by-case analysis of the course material.

Full-time represented employees should refer to their respective collective bargaining agreement regarding tuition reimbursement.

Upon approval, the City will reimburse the employee's costs according to the following schedule:

Degree Type	Full-Time Employee Reimbursement	Part-Time Employee Reimbursement
Associate's Degree	100%	50%
Bachelor's Degree	100%	50%
Master's Degree	75%	25%
Advanced degrees beyond Master's	Ineligible for reimbursement	Ineligible for reimbursement

The maximum reimbursement per individual for any combination of degree programs will be \$20,000 for full-time employees and \$10,000 for regular part-time employees. The City will pay for registration, matriculation, tuition, and books. The employee can retain their textbook(s) upon successful completion. Reimbursement is limited to actual costs experienced by the employee.

To be eligible for reimbursement, the degree program(s) must be job-related as recommended by the Department Director and approved by the City Administrator. When the requestor is a Department Director, the recommending authority is the respective Deputy City Administrator / Finance Officer or Assistant City Administrator / City Engineer.

No reimbursement will be provided if the following procedure was not followed:

1. A completed and signed "Tuition Reimbursement Application" must be submitted and approved by the Department Director and City Administrator prior to entering into a degree program.
2. A completed "Course Reimbursement Form" must be submitted to the Department Director prior to starting each class. Reimbursement will only be made for each three-credit (or more) course successfully completed with a letter grade of "B" or better, or a "Pass" if the class is pass/fail.
3. Within 30 days of course completion, proof of completion with the required grade and proof of payment or expense must be submitted to the Finance and Human Resources Department.

Employees who receive reimbursement will be expected to remain in City employment for a five-year period. If an employee is not employed by the City on the anniversary date of the reimbursement payment for the course, the tuition reimbursement will be repaid as follows:

Repayment Amount	Anniversary Date
100%	Less than one year
80%	Less than two years
60%	Less than three years
40%	Less than four years
20%	Less than five years

The length of service requirement will be calculated based on the anniversary date of successful completion of each class.

Reimbursement will be waived upon disability, retirement, or death. Reimbursement may be subject to income tax.



OAKCREEK
— WISCONSIN —

Tuition Reimbursement Application

Employee Name:

Department:

Position:

School:

Degree Program:

INSTRUCTIONS:

Complete this form *before* entering into a degree program, adding additional pages as needed. Once completed, turn the form in to your Department Director for recommendation. If recommended, the Department Director will turn the form in to the City Administrator for approval. Course reimbursement forms will be required for reimbursement to be processed.

PART 1 – Application

1. Describe your overall academic goals and the program you intend to follow.
2. What is your current academic standing?
3. Outline the courses to be taken each year of the program.
4. Explain how the degree program fits your career aspirations with the department.

I acknowledge that I am responsible for repaying the City for the cost of any class tuition if I do not remain employed with the City as outlined in the Personnel Policy Manual or respective labor agreement.

Employee Signature: _____ Date: _____



OAKCREEK
— WISCONSIN —

Tuition Reimbursement Application

Part 2 – Endorsement and Approval

This degree appears to be related to the applicant's present position or a reasonable promotional objective. Yes No

Department Head Approval: _____

Date: _____

City Administrator Approval: _____

Date: _____

Distribution:

- Employee
- Department
- Human Resources (Personnel File)
- Finance



Course Reimbursement Form

INSTRUCTIONS:

1. Upon approval of your Tuition Reimbursement Application by the City Administrator, please complete a Course Reimbursement Form prior to starting each class. The form must be submitted to and approved by your Department Director prior to starting the listed class. Late requests will not be accepted or reimbursed.
2. Complete a separate Course Reimbursement Form for each course.
3. Within 30 days of course completion, submit proof a completion with a letter grade of "B" or better or a "Pass" if the course is pass/fail along with proof of payment or invoice for covered expenses.

Employee Name:	
Department:	
Position:	
Course Title:	
School Name:	
Course Description:	
Starting Date:	
Completion Date:	
Estimated Tuition Cost:	

Course will apply to credit towards:

- Associate Degree
 Bachelor Degree
 Master Degree
 Other

I acknowledge that I am responsible for repaying the City for the cost of any class tuition if I do not remain employed with the City as outlined in the Personnel Policy Manual or respective labor agreement.

Department Head Approval: _____ Date: _____

Distribution:

- Employee
 Department Director
 Finance Department
 Human Resources (Personnel File)

RESOLUTION NO. 12492-041624

Resolution Supporting the 128th Air Refueling Wing of the Wisconsin Air National Guard to Acquire the KC-46A Pegasus at General Mitchell's Air National Guard Base

WHEREAS, the 128th Air Refueling Wing at General Mitchell's Air National Guard Base is an Air National Guard Unit located at Milwaukee Mitchell International Airport in Milwaukee, Wisconsin; and

WHEREAS, the U.S. Air Force should select the 128th Air Refueling Wing to be the preferred host of the KC-46A Pegasus among 15 total competitors; and

WHEREAS, KC-46s would allow the Air National Guard to maintain its air support capabilities and allow service members to conduct their missions with greater efficiency, which benefits the state and country as a whole; and

WHEREAS, for 79 years there has been an uninterrupted Air National Guard mission at General Mitchell's Air National Guard Base, and the KC-46s would be the ninth different air frame flown from the Base; and

WHEREAS, KC-46s should replace the KC-135s flown by the 128th Air Refueling Wing, which have been in use for several years, and this ensures the long-term strength of the 128th Air Refueling Wing; and

WHEREAS, the 128th Air Refueling Wing has a long history of being a good community neighbor and has worked cooperatively with the community to make significant infrastructure investments; and

WHEREAS, the City of Oak Creek is a neighbor to the 128th Air Refueling Wing and Milwaukee Mitchell International Airport with many of its citizens working at the complex; and

WHEREAS, the KC-46 mission would sustain and enhance the economic impact of the 128th Air Refueling Wing by continuing its annual generation of over \$84 million and 1,650 in-state jobs; and

WHEREAS, the KC-46 mission would provide improvements to General Mitchell's Air National Guard Base and create subcontractor projects that provide additional jobs for the region.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Oak Creek do hereby recognize the many federal, state, and local contributions of the 128th Air Refueling Wing and supports the basing of the next generation of freedom fighting aircraft at General Mitchell's Air National Guard Base.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and the City Clerk be and she is hereby directed to transmit a suitable copy to the 128th Air Refueling Wing.

Dated this 16th day of April, 2024

Presented and adopted this ___ day of April, 2024.

Common Council President

Daniel J. Bukiewicz, Mayor

Catherine Roeske, City Clerk

VOTE: Ayes _____ Noes _____



Meeting Date: April 16, 2024

Item No. 12

COMMON COUNCIL REPORT

Item: T-Mobile First Amendment to the Orchard Way Reservoir Lease Agreement

Recommendation: That the Common Council adopts Resolution No. 12482-041624, a resolution approving the T-Mobile first amendment to the Orchard Way reservoir lease. (Tax key No. 831-9016 & 831-9021)(2nd Aldermanic District)

Fiscal Impact: The lease rent will increase to \$63,273.60 per year

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: T-Mobile currently has cellular equipment on the reservoir on Orchard Way. The lease rent will increase from \$44,064.00 to 63,273.60/yr. and includes a 4% annual escalator to the rent amount. T-Mobile is looking to upgrade the cellular equipment on the site as well. The plans for the upgrade will be approved after the lease is executed.

Options/Alternatives: The Council could not renew the lease and the cellular equipment would be removed from the tower. This would include a loss in revenue from the tower space rental.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared & Approved:

Michael J. Sullivan, PE
General Manager

Fiscal Review:

Kristina Strmsek
Finance & Accounting Manager

Attachments: Resolution 12482-041624, First Amendment to Orchard Way reservoir lease agreement

RESOLUTION NO. 12482-041624

BY: _____

**RESOLUTION FOR APPROVAL OF THE FIRST AMENDMENT TO THE ORCHARD
WAY RESERVOIR LEASE AGREEMENT**

(TAX KEY NOS. 831-9016 & 831-9021)

(2ND ALDERMANIC DISTRICT)

WHEREAS, T-Mobile is requesting the first amendment to the Orchard Way reservoir lease agreement and;

WHEREAS, the current lease is dated January 24, 2008 and;

WHEREAS, T-Mobile desires to upgrade the existing cellular equipment on the Orchard Way reservoir and;

WHEREAS, with this lease amendment the rent shall be increased to \$63,273.60 per year and;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the first amendment to the Orchard Way Reservoir lease agreement be granted and the Mayor and City Clerk are hereby authorized to execute the same.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to record the document 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 16th day of April, 2024.

Passed and adopted this 16th day of April, 2024.

President, Common Council

Approved this 16th day of April, 2024.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

FIRST AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into by and between the City of Oak Creek ("Oak Creek"), and T-Mobile Central, LLC ("T-Mobile").

Recitals

The parties hereto recite, declare and agree as follows:

Oak Creek and T-Mobile (or as applicable, their predecessors in interest) entered into a LEASE AGREEMENT dated January 24, 2008 (the "Lease"), with respect to tower located at 8430 West Orchard Way, Oak Creek, WI, 53154 Tax Key Numbers 831-9016-000 and 831-9021-000.

Oak Creek and T-Mobile desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Oak Creek and T-Mobile covenant and agree as follows:

1. Effective as of the date last signed herein, (the "Commencement Date") (a) T-Mobile will have the right to modify its Antenna Facilities as described and depicted on Exhibit B-1, in all respects; (b) Exhibit C (Mount Replacement Report) and Exhibit D (Structural Analysis Report) are hereby incorporated; (c) The Rent T-Mobile pays Oak Creek will be increased to a total of Sixty-Three Thousand Two Hundred and Seventy-Three and 60/100 Dollars (\$63,273.60) per year. Thereafter on the anniversary of the Commencement Date herein, Rent shall be increased by an amount equal to four percent (4%) of the Rent for the preceding year.
2. T-Mobile's addresses for notice purposes in Paragraph 12 of the Lease are hereby deleted and replaced with the following:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site No. ML64026A

3. The Terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.
4. Oak Creek represents and warrants to T-Mobile that the consent or approval of no third party, including without limitation, a lender, is required with respect to the execution of this

Site #ML64026A
Market: ML

Amendment, or if such third-party consent or approval is required, Oak Creek has obtained any and all such consents or approvals.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

City of Oak Creek

T-Mobile Central LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

COMMON COUNCIL REPORT

Item: Park Name - 8430 S. Orchard Way - "Orchard Way Micro Park"

Recommendation: That the Council adopts Resolution No. 12481-041624, a resolution designating park area on a portion of the property at 8430 S. Orchard Way as "Orchard Way Micro Park." (2nd Aldermanic District).

Fiscal Impact: None.

Critical Success Factor(s):

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

Background:

In April of 2022, the Parks and Recreation Commission discussed potential names for the micropark at 8430 S. Orchard Way. By unanimous vote (Ald. Guzikowski and Commissioner Druckrey were excused), the Commission chose Orchard Way Micro Park. However, this recommendation was never presented to the Common Council for final adoption. For context, the Parks and Recreation Commission made recommendations on the names for the wetland park in Drexel Town Square and Lake Vista Park to the Common Council in 2015. Resolutions for each were adopted by the Common Council in June and August of that year.

Based on past practice, staff recommended that the Parks and Recreation Commission confirm their recommendation for the park name. "Orchard Way Micro Park" was approved and recommended for Common Council adoption by unanimous vote (Commissioners Druckrey and Krist were excused) during their March 21, 2024 meeting.

Options/Alternatives: Council has the discretion to approve or deny the recommended park name, choose a different name, or require the Parks and Recreation Commission to propose a new name or list of potential names.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:

Maxwell Gagin

Maxwell Gagin, MPA

Deputy City Administrator / Finance Officer

Approved:

Kristin Porter

Kristi Porter

Community Development Director

Attachments:

Res. 12481-041624

Location Map

Parks and Recreation Commission Minutes, 4-7-22 (5 pages)

Draft Excerpted Parks and Recreation Commission Minutes (1 page)

RESOLUTION NO. 12481-041624

A RESOLUTION DESIGNATING PARK AREA ON A PORTION OF THE PROPERTY AT 8430 S. ORCHARD WAY AS "ORCHARD WAY MICRO PARK"

(8430 S. Orchard Way)
(2nd Aldermanic District)

WHEREAS, the City of Oak Creek has caused a micropark to be constructed on a portion of City-owned property at 8430 S. Orchard Way; and,

WHEREAS, the micropark was constructed to serve the adjacent residential neighborhood; and,

WHEREAS, the micropark is located on South Orchard Way; and,

WHEREAS, the micropark has not heretofore been given an official name; and,

WHEREAS, the Oak Creek Parks and Recreation Commission has recommended to the Common Council that the micropark be named "Orchard Way Micro Park."

NOW THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the micropark at 8430 S. Orchard Way be and the same is hereby designated as "Orchard Way Micro Park."

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of April, 2024.

Passed and adopted this 16th day of April, 2024.

President, Common Council

Approved this 16th day of April, 2024.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

LOCATION MAP

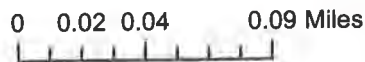
8430 S. Orchard Way



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



Community Development



Legend

- Floodway
- Flood Fringe
- 8430 S. Orchard Way

**EXCERPTED DRAFT MINUTES OF THE REGULAR MEETING
CITY OF OAK CREEK PARKS & RECREATION COMMISSION
March 21, 2024**

1. Call Meeting to Order/Roll Call

Chairperson Schreiber-Johnson called the meeting to order at 6:02 pm. The following members were present at roll call: Secretary Beyer, Commissioner Steve Bautch, Alderman Guzikowski, and Commissioner Mike Theys. Commissioner Nicole Druckrey and Commissioner Jerry Krist were excused.

Also present: Senior Planner Kari Papelbon, Planner Melanie Perez, Director of Public Works Matthew Trebatoski, and Oak Creek Recreation Director Heather Ryan.

Chairperson Schreiber-Johnson welcomed new Commissioner Jaqueline Damask to the Commission. Commissioner Damask stated she has been an Oak Creek resident for the past 30 years.

d. Park Name discussion and recommendation on a name for the public park at 8430 S. Orchard Way

Senior Planner Papelbon stated that in 2022, the Commission took formal action to name this park Orchard Way Micro Park. Next steps should have been Common Council adoption of the recommendation if they agreed with the naming convention. That never happened.

Secretary Beyer moved that the Parks and Recreation Commission recommends Common Council adoption of Orchard Hills Micro Park as the official name for the park at 8430 S. Orchard Way. Alderman Guzikowski seconded. On roll call: all voted aye, motion carried.

Prepared By:

Respectfully Submitted,

Kari Papelbon
Senior Planner
Community Development

Anne Beyer
OCPR Secretary

**MINUTES OF THE REGULAR MEETING
CITY OF OAK CREEK PARKS & RECREATION COMMISSION
April 7, 2022**

1. Call Meeting to Order/Roll Call

Commissioner Schreiber-Johnson called the meeting to order at 6:03 pm. The following members were present at roll call: Secretary Beyer, Commissioner Bautch, Commissioner Theys, Commissioner Krist, Commissioner Thiel. Also present was Zoning Administrator Miller. Alderman Guzikowski and Commissioner Druckrey were excused.

2. Approval of Minutes - February 10, 2022

Commissioner Theys moved to approve the minutes of the February 10, 2022 meeting. Commissioner Bautch seconded. All voted aye except Commissioner Schreiber-Johnson abstained. Motion carried.

3. Old Business

a) Amendment of Athletic Field Rental Policy language to allow for neighborhood parks to be used for games and other long-term ongoing activities.

Zoning Administrator Miller provided an overview of the proposal (see staff report for details).

Commissioner Bautch had some concerns of the wording of "The School District and/or Bleacher Bunch pay for all upgrades to the field", under the Meadowview Park/Meadowview Elementary School conditions. He would like to have that wording omitted since these are City owned baseball diamonds and he felt the school district should not be required to pay for the upgrades. Commissioner Krist agreed that the School District would not be interested in paying for the park upgrades.

Commissioner Bautch said that the Bleacher Bunch will only provide money for school-owned baseball amenities. Commissioner Bautch clarified that he doesn't want any fields removed but the condition removed.

Commissioner Theil wanted to know if there are actually upgrades needed and if so, can this be sent back to Alderman Gehl to remove the condition of "The School District and/or Bleacher Bunch pay for all upgrades to the field". Zoning Administration Miller explained that staff and the requestor recognized that some of fields will need improvements to bring them to playing level but a full analysis will not be completed until language changes are approved for the rental field policy.

Zoning Administrator Miller explained that these are conditions that Alderman Gehl emailed to her and if this condition is not agreed upon, then the Meadowview Park/Meadowview Elementary School portion would have to be removed. Zoning Administrator Miller stated that Alderman Gehl is welcome to change his position on the conditions with further conversations

with stakeholders/staff prior to Common Council approval. Commissioner Bautch asked for Meadowview Park be removed from the list.

Zoning Administrator Miller advised that the Commissioners approve all of the parks so that when they move forward, the Common Council will have multiple options to choose from.

Chair Schreiber-Johnson reminded the Commissioners that it is up to the Aldermen to determine if they agree with the list of parks to be used for games and tournaments since they will be the ones who will likely receive feedback on the change in use.

Commissioner Theys stated that this goes to Common Council and it is ultimately up to them to decide what should or should not be included.

Chair Schreiber-Johnson asks for a motion.

- Secretary Beyer makes a motion that the Parks and Recreation Commission recommend to the Common Council language changes to the Athletic Field Rental Policy to allow games and other long-term ongoing activities to occur at the following parks:
 - Shepard Hills
 - Oak Leaf Park
 - South Hills Park
 - Johnstone Park/Cedar Hills Elementary with the following conditions:
 - That Cedar Hills Elementary School must approve the use of the school parking lot and their bathrooms, or allow for a port-a-john to be placed on the park grounds.
 - Only one (1) field to be used on the property at a time, up to two (2) games per week night, and six (6) games per weekend day.
 - Only games may be played at the park. No tournaments.
 - Meadowview Park/Meadowview Elementary School with the following conditions:
 - The School District and/or Bleacher Bunch pay for all upgrades to the field.
 - Meadowview Elementary School must approve the use of the school parking lot and their bathrooms, or allow for a port-a-john to be placed on the park grounds.

Krist seconded. All voted aye, except Commissioner Bautch and Commissioner Krist voted no. Motion carried.

b) Amendment to Section 12.02 of the Municipal Code regarding the operation of remote- or radio-controlled toys or devices.

Zoning Administrator Miller provided an overview of the proposal (see staff report for details).

Commissioner Krist asked why the changes in the language are needed.

Zoning Administrator Miller stated that there was only one (1) incident reported. There was someone driving a remote-control car in the park, and on a baseball field, which had caused

damage to the field. When they researched this situation, they found that the device was going around 60 miles per hour. This person did receive a citation for damage to property.

Zoning Administrator Miller read an email she received from Alderman Kurkowski supporting the removal of Section 12.02.

Chair Schreiber-Johnson asked for clarification as to why they are looking at the language after only one reported incident.

Zoning Administrator Miller explained that Parks Commission had three options: 1) Recommend removal of Section 12.02; 2) Recommend modification of the language to allow some remote-controlled vehicles; or 3) Recommend no change in the language of Section 12.02.

Commissioner Theil stated that no matter what the language will be, if someone thinks that someone else is doing something wrong, they are going to report it. The language is not going to stop anything from happening.

Chair Schreiber-Johnson asked for a motion.

Commissioner Krist makes a motion that there is no change in the language. Commissioner Theys seconded. All voted aye. Motion carried.

4. New Business

a) Proposal for Consideration – Review of the RFP for the North Bluff Park Project.

Zoning Administrator Miller provided an overview of the proposal (see staff report for details).

Chair Schreiber-Johnson needed clarification of what they are approving and are there any spending estimates or range they need to approve.

Zoning Administrator Miller stated that this information is not within the documents they have. They are there to approve the RFP language.

Chair Schreiber-Johnson asked for a motion.

Commissioner Krist makes a motion that the Parks and Recreation Commission approve the release of the RFP for the North Bluff Park Project. Secretary Beyer seconded. All voted aye. Motion carried.

b) Proposal for Consideration – Name for Future Micro Park at 8430 S. Orchard Way.

Zoning Administrator Miller provided an overview of the proposal (see staff report for details).

Zoning Administrator Miller stated that the street is called Orchard Way, the apartment complex is Orchard Hill and the neighborhood around the complex is Apple Creek. Zoning

administrator Miller suggested that the name should be something that ties the park to this area

Chair Schreiber-Johnson clarified that they are to actually pick a name for this park. Chair Schreiber-Johnson suggested Orchard Creek as a take away of Oak Creek. Chair Schreiber-Johnson would like to see the name to include both the Apple Creek Neighbor and the Orchard Hills complex. Chair Schreiber-Johnson would like the name Micro in it so that others will understand that this is a smaller park.

Secretary Beyer suggested the name Apple Orchard, Apple Creek or Apple Orchard Micro Park.

Commissioner Bautch suggested Orchard Park

Commissioner Theil suggested they keep it simple like Orchard Way.

Chair Schreiber-Johnson makes a motion that the Parks and Recreation Commission approves Orchard Way Micro Park as the name for the public park at 8430 S. Orchard Way. Commissioner Theys seconded. All voted aye. Motion carried.

c) Proposal for Consideration – Amendment to the Parks Commission Meeting Schedule

Zoning Administrator Miller provided a list of proposed updated schedule for the Parks Commission 2022 Meeting Dates (see staff report for details).

The Commission talked as a group.

Commissioner Theys had some concerns with the meetings being the first week of each month, seeing that there are a lot of holidays that fall during the first week of the month.

Chair Schreiber-Johnson suggested Zoom meetings, which could help with meeting conflicts

Zoning administrator Miller advised them that the Zoom option is only for recording purposes and that the City is not to use Zoom for holding meetings remotely.

Secretary Beyer suggested they go over each individual date and determine who would not make it. Zoning Administrator pointed out that the results of the discussion showed that the Commission would have a quorum during all meeting dates. Zoning Administrator also noted that if there is no quorum, the meeting may be rescheduled or the agenda items may be pushed to the next meeting date if they are not time sensitive.

Chair Schreiber-Johnson asked for a motion.

Secretary Beyer makes a motion that the Parks and Recreation Commission approves the amended meeting schedule for 2022 as presented. Commissioner Krist seconded. All voted aye. Motion carried.

d) Informational Item – Project Updates.

Zoning Administrator Miller provided an overview of the informational items and opportunities to promote Oak Creek's Parks and Recreation. (see staff report for details).

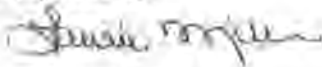
- Willow Heights Volleyball Project: The item will be heard at the April 19th Common Council meeting.
- Ryan Business Park (Amazon) Neighborhood Park Project: This project will be in an indefinite holding pattern until the neighborhood forms an HOA to facilitate the signing of the agreement to allow the City to take over outlot 1.
- Abendschein Pavillion: The Abendschein Biergarten project will now be known as the Abendschein Pavillion project. Staff anticipates a final design will be available for review at the May 5th Parks and Recreation meeting.
- Orchard Hills Micro Park (Orchard Way Micro Park): Contracts for equipment will be signed in the upcoming week. Site grading will occur in late-May/early June. Project is anticipated to be completed in mid-September.

This item was informational only and a vote was not required.

5. Adjournment

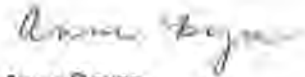
Commissioner Krist made a motion to adjourn the meeting. Commissioner Schreiber-Johnson seconded. All voted aye.

Prepared By:



Laurie Miller
Zoning Administrator

Respectfully Submitted,



Anne Boyer
OCPRF Secretary


COMMON COUNCIL REPORT

- Item:** Contract Extension to the 2023 Stormwater Consulting Services Contract
- Recommendation:** That the Common Council adopts Resolution No. 12483-041624, a Resolution authorizing the contract extension and addendum to the City of Oak Creek 2023 Stormwater Engineering and Consulting Services Contract.
- Fiscal Impact:** Consulting service costs for City projects would be paid from the Storm Water Utility Fund and development projects would be paid by that developer.
- 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 20, 2023, the Common Council took action to approve the contractual agreement with raSmith, securing their services for stormwater engineering and consulting. A primary focus of the stormwater consultant's role is to collaborate closely with developers and businesses, ensuring strict adherence to the stormwater management regulations set forth by the City, Milwaukee Metropolitan Sewage District (MMSD), and the Wisconsin Department of Natural Resources. While the original contract was initially slated for the year 2023, it contained a provision for potential extension, pending agreement from both parties. The proposed extension document aims to prolong the contractual duration until December 31, 2025, thereby ensuring continued support in addressing stormwater management needs.


Options/Alternatives: If the contract extension is not executed, the City could choose to advertise for proposals for a new contract, or to not continue the practice of having a consultant provide stormwater engineering and services.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared/Approved:



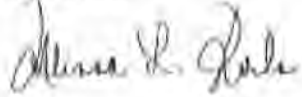
Matthew J. Sullivan, PE
Assistant City Administrator/Engineer

Fiscal Review:



Maxwell Gaggin, MPA
Deputy City Administrator / Finance Officer

Approved:

A handwritten signature in black ink, appearing to read "Melissa L. Karls". The signature is written in a cursive style with a large initial 'M'.

Melissa L. Karls
City Attorney

Attachments:

Contract Extension

Resolution 12483-041624

RESOLUTION NO. 12483-041624

RESOLUTION APPROVING A CONTRACT EXTENSION AND
ADDENDUM TO CITY OF OAK CREEK CONTRACT FOR
2023 STORMWATER ENGINEERING AND CONSULTING SERVICES

BE IT RESOLVED by the Mayor and Common Council of the City of Oak Creek that the Contract Extension and Addendum to City of Oak Creek Contract for 2023 Stormwater Engineering and Consulting Services (“Contract Extension”) be and the same is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute and the City Clerk to attest to the Contract Extension on behalf of the City of Oak Creek.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of April, 2023.

Passed and adopted this 16th day of April, 2024.

Common Council President Kenneth Gehl

Approved this 16th day of April, 2024.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine Roeske, City Clerk

VOTE: Ayes _____ Noes _____

**CONTRACT EXTENSION AND ADDENDUM
TO CITY OF OAK CREEK CONTRACT FOR
2023 STORMWATER ENGINEERING AND CONSULTING SERVICES**

This Contract Extension and Addendum to the City of Oak Creek Contract for 2023 Stormwater Engineering and Consulting Services ("Contract Extension") is made and entered into this ____ day of April, 2024 (the "Effective Date"), by and between R.A. SMITH, INC., a corporation existing under and by virtue of the laws of the State of Wisconsin, located at 16745 West Bluemound Road, Brookfield, Wisconsin 53005, hereinafter called "Consultant" and the CITY OF OAK CREEK, a municipal corporation of the State of Wisconsin, located at 8040 South 6th Street, Oak Creek, Wisconsin, hereinafter called "Client".

This Contract Extension is attached to and incorporated herein by reference to the City of Oak Creek Contract for 2023 Stormwater Engineering and Consulting Services authorized and agreed to between the parties on July 6, 2023 (the "Contract").

It is understood and agreed that the language and agreement contained in this Contract Extension shall be binding upon the parties in addition to the language of the above-referenced Contract previously executed.

The parties hereto agree that the applicable term for the Contract Extension shall be for two years to commence as of the Effective Date and terminate on December 31, 2025, and the applicable hourly rate for services shall be as stated in the "Professional Fees Rate Schedule with 2024/2025 Rates", a copy of which is attached, with all other terms and conditions of the original Contract to remain in full force and effect.

Consultant Witnesses:

R.A. SMITH, INC.

By: _____
Name:
Title:

Client Witnesses:

CITY OF OAK CREEK

By: _____
Daniel J. Bukiewicz, Mayor

ATTEST:

By: _____
Catherine A. Roeske, City Clerk



CREATIVITY BEYOND ENGINEERING

R.A. Smith Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5928
(262) 781-1000 | ra-smith.com

**PROFESSIONAL FEES RATE SCHEDULE
CITY OF OAK CREEK – STORM WATER CONSULTING SERVICES – 2024/2025 RATES**

<u>ENGINEERING SERVICES</u>	<u>2024/2025 PER HOUR</u>
Senior Project Manager	\$200
Project Manager	\$182
Senior Project Engineer (Brad Hartjes)	\$182
Project Engineer (Riley Stone)	\$174
Civil Engineer	\$122 - \$163
Engineering Technician	\$ 88 - \$156



COMMON COUNCIL REPORT

Item: Final Payment - Private Property Infiltration & Inflow Reduction - Oakview Subdivision

Recommendation: That the Common Council approves Resolution No. 12484-041624, accepting the workmanship of Globe Contractors, Inc., and authorizing final contract payment under Project No. 18035 (4th Aldermanic District).

Fiscal Impact: Final payment of \$22,231.50 is to be paid with funding provided in Project No. 18035.

- 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 August 18, 2020, the Common Council awarded the project to the lowest bidder, Globe Contractors, Inc., at a cost of \$229,260.10. This project was financed by allocated funds from CIP #18035, subsequently reimbursed by the Milwaukee Metropolitan Sewerage District (MMSD).

Enclosed within this report is the final invoice for the project, encompassing a comprehensive breakdown of costs, including contract items and change orders (both additions and deletions). Ultimately, the project's final cost amounted to approximately 41.20% over the initial bid price, totaling \$94,449.24.

The excess expenses incurred stemmed from various contract amendments, notably comprising additional property lateral replacements (\$31,275), installation of new wyes at the sewer main (\$42,850), and implementation of bentonite trench dams (\$13,500).

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/Approved:

Matthew J. Sullivan, PE
Assistant City Administrator/Engineer

Fiscal Review:

Maxwell Gagin

Maxwell Gagin, MPA

Deputy City Administrator / Finance Officer

Attachments: 12484-041624 Resolution, Project No. 18035 Final Invoice Request

RESOLUTION NO. 12484-041624

BY: _____

**RESOLUTION ACCEPTING THE WORKMANSHIP OF
GLOBE CONTRACTORS, INC.
AND AUTHORIZING FINAL PAYMENT**

**PP/II REDUCTION PROJECT
OAKVIEW SUBDIVISION**

PROJECT NO. 18035

(4th ALDERMANIC DISTRICT)

WHEREAS, the City of Oak Creek, hereinafter referred to as the City, and Globe Contractors, Inc., hereinafter referred to as the contractor, entered into a contract whereby the Contractor agreed to perform certain public works under Project No. 18035 for the private property infiltration and inflow in the City of Oak Creek, in accordance with plans and specifications prepared by the City Engineer for the agreed price of \$229,260.10; and,

WHEREAS, said total final contract price has been determined to be \$323,709.34 as computed by the City Engineer using actual quantities, as measured, additions and deletions to the contract, and contract unit prices; and,

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

WHEREAS, the City Engineer has submitted his final report certifying that the workmanship of the Contractor is satisfactorily completed and recommends a final settlement be made and that the City accept the work and authorize the payment of the balance presently outstanding and due the Contractor, and that there remains a balance on account, the sum of \$22,231.50.

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

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

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

BE IT FURTHER RESOLVED that the City, through its proper officials, issues its voucher in the sum of \$22,231.50 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 16th day of April, 2024.

Passed and adopted this 16th day of April, 2024.

President, Common Council

Approved this 16th day of April, 2024.

Mayor, City of Oak Creek

ATTEST:

City Clerk

VOTE: AYES _____ NOES _____



N50 W23076 BETKER RD. • P.O. BOX 450 • PEWAUKEE, WISCONSIN 53072
 262-246-0600 • FAX: 262-246-0730

CITY OF OAK CREEK - PROJECT 18035 - PRIVATE PROPERTY INFILTRATION & INFLOW REDUCTION
 PAY REQUEST #6 3/19/24

Description	Cost/Unit	Previous Qty this		Cost This		Total
		Qty	period	Total Qty	Payment	
1 LAT RELAY LF	\$ 77.78	2,283		2,283		\$ 177,571.74
2 LAT CONNECTION TO SAN SEW MAIN EA	\$ 1,000.00	-		-		\$ -
3 LAT CONNECTION TO HOUSE EA	\$ 1,000.00	30		30		\$ 30,000.00
4 RESTORATION (GRASS) EA	\$ 500.00	24		24		\$ 12,000.00
5 RESTORATION (ASPH DRIVEWAY) SF	\$ 5.00	2,900		2,900		\$ 14,500.00
6 RESTORATION (ASPH DRIVEWAY SEALANT) SF	\$ 0.55	12,492		12,492		\$ 6,870.60
7 RESTORATION (ASPH IN STREET) SF	\$ 6.00	2,650		2,650		\$ 15,900.00
CCO#3 RESTORATION CONC DRIVEWAY SF	\$ 9.80	436		436		\$ 4,272.80
CCO#4 VIDEO OF 4335 STUDIO LN LS	\$ 798.00	1		1		\$ 798.00
CCO#5 CUT-IN WYES LS	\$ 26,446.10	1		1		\$ 26,446.10
CCO#6 BENTONITE TRENCH DAM OF 4335 STUDIO LS	\$ 2,500.00	1		1		\$ 2,500.00
CCO#7 CONNECT TO EXIST. WYE EA	\$ 600.00	20		20		\$ 12,000.00
CCO#8 2ND LAT CONNECTION FOR 10546 S. 3RD AVE LS	\$ 4,350.10	1		1		\$ 4,350.10
CCO#9 Bentonite trench dam at 4244 E Studio Ln LS	\$ 5,500.00	-	1	1	5,500.00	\$ 5,500.00
Bentonite trench dam at 10592 Barton Rd LS	\$ 5,500.00	-	1	1	5,500.00	\$ 5,500.00
Bentonite Trench Dam at 10598 Barton Rd LS	\$ 5,500.00	-	1	1	5,500.00	\$ 5,500.00
WORK COMPLETE						323,709.34
PREVIOUS PAYMENT:						301,477.84
AMOUNT DUE:						\$ 22,231.50

If you have any questions regarding this bid, please contact Jakin Grabau (414) 828-8980

APPROVED FOR PAYMENT
ACCT # 40-18-40-03550-18035

03/26/2024
DATE

[Signature]
SIGNATURE

COMMON COUNCIL REPORT

Item: 517 E Rawson Development Agreement

Recommendation: That the Common Council adopts Resolution No. 12487-041624 approving the 517 E Rawson Development Agreement with 517 E RAWSON, LLC for the design and construction of public improvements for the development located at 517 E. Rawson Ave. (Tax Key No. 766-9012-000) (Project No. 24050) (1st District).

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

Critical Success Factor(s):

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

Background: 517 E RAWSON, LLC has proposed developing lands at 517 E. Rawson Avenue, creating a four (4) building business center. This Development Agreement establishes the developer's responsibilities and obligations for the installation of the public infrastructure and storm water management required for a functional site development. The public infrastructure includes water main only. The proposed water main will connect to the existing water main installed within E. Mahn Court and E. Rawson Avenue. The agreement outlines that the design and construction of these facilities will be in accordance with all City and other applicable local and state codes, and that they will be inspected by the City during construction and funded by the developer.

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:



Maxwell Gaglin, MPA
Deputy City Administrator / Finance Officer

Approved:



Matthew J. Sullivan, PE
Assistant City Administrator / Engineer

Attachments: 517 E Rawson Development Agreement, Resolution 12487-041624

RESOLUTION NO. 12487-041624

BY: _____

**RESOLUTION APPROVING THE
517 E RAWSON DEVELOPMENT AGREEMENT**

TAX KEY NO. 766-9012-000

(1ST ALDERMANIC DISTRICT)

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

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the Development Agreement, attached hereto and incorporated herein by reference, by and between 517 E RAWSON, LLC and the CITY OF OAK CREEK, is hereby approved.

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of April, 2024.

Passed and adopted this 16th day of April, 2024.

Kenneth Gehl, Common Council President

Approved this 16th day of April, 2024.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes _____ Noes _____

Document Number	517 E RAWSON, LLC INFRASTRUCTURE DEVELOPMENT AGREEMENT Document Title
-----------------	--

Recording Area

Name and Return Address:
 Matthew J. Sullivan, PE
 8040 South 6th Street
 Oak Creek, WI 53154

766-9012-000
 Identification Number (Pin)

THIS AGREEMENT, made and entered into this ___ day of _____, 2024, by and between 517 E Rawson, LLC hereinafter referred to as the "Developer", and the City of Oak Creek, hereinafter referred to as the "City", each a "Party" and both the "Parties";

WITNESSETH:

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

Parcel 1 and Parcel 2 of Certified Survey Map No. 631, as recorded in the Register of Deeds office for Milwaukee County as Document No. 4287933, located in the Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 9, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin:

hereinafter called the "Property"; and

WHEREAS, the Developer has submitted a proposed plan titled "517 E Rawson", Tax Key No. 766-9012-000, encompassing the hereinabove described lands in accordance with the Wisconsin Statutes and the City Municipal Code for the purpose of creating a four (4) building business center, hereinafter called the "Development": and

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

WHEREAS, as a condition of approval, the City Common Council may require that the Developer make and install any public improvements reasonably necessary for the Development; and

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

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

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

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

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

PHASE 1

- A. All site utility work will be completed during Phase 1 and not deferred to Phase 2 or Phase 3.
- B. Following Developer's execution and City Common Council approval of this Agreement and the City Engineer's written approval of the plans, MMSD stormwater approval and issuance of WDNR WRAPP permits, grading and erosion control may proceed.
- C. An easement must be obtained authorizing temporary access to conduct grading work, and a copy of such agreement provided to the City, from the property owner at 351 E. Rawson Avenue (tax key 766-00001-000), prior to grading commencing on the adjacent property (as shown on the grading plan attached as Exhibit D).
- D. Temporary access for emergency equipment shall be installed by the Developer and approved by the Fire Chief prior to the storage of any combustible materials on site and/or the building construction proceeding above grade.
- E. The access road shall have an unobstructed width of not less than 20 ft. The access road shall also be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface.
- F. Building permits may be issued once the Public Improvements have been installed, detention ponds are installed, and the entire site is stabilized.
- G. The water main and fire hydrant system deemed necessary to serve the development, as shown on Exhibit C, and approved by the City Engineer and Fire Chief shall be constructed and approved prior to the storage of any combustible materials on the site and/or the building construction proceeding above grade.
- H. Sanitary sewer and storm sewer laterals deemed necessary to serve the development, as shown on Exhibit C, and approved by the City Engineer shall be designed and constructed as provided by this Agreement and Exhibit A, and certified complete and approved by the City Engineer. Developer may stage building construction above grade simultaneous with such sanitary sewer and storm sewer installation.
- I. Phase 1 shall consist of the site Building #1 and Building #2, as shown on Exhibit C.
- J. Any building construction that occurs above ground without a building permit is subject to a \$5,000 per day forfeiture.
- K. All site storm sewer, water main, sanitary sewer, and private roadway, as shown

on Exhibit C, shall be constructed prior to issuance of individual occupancy permits for any buildings within the development.

- L. All curb and gutter, sidewalk and asphalt pavement associated with the buildings for Phase 1, as shown on Exhibit C, shall be constructed prior to issuance of individual occupancy permits for such buildings.

PHASE 2

- A. Phase 2 shall consist of the site Building #3, as shown on Exhibit C.
- B. All curb and gutter, sidewalk and asphalt pavement associated with the building for Phase 2, as shown on Exhibit C, shall be constructed prior to issuance of individual occupancy permits for such building.

PHASE 3

- A. Phase 3 shall consist of the site Building #4, as shown on Exhibit C.
- B. All curb and gutter, sidewalk and asphalt pavement associated with the building for Phase 3, as shown on Exhibit C, shall be constructed prior to issuance of individual occupancy permits for such building.

- 4. Deferred Special Assessments – There are no outstanding special assessment payments required for this Agreement. Developer shall sign the Waiver of Special Assessment Notice and Hearing attached at Exhibit B. No deferred special assessments are required for this Development so long as Developer complies with its obligations under this Agreement.
- 5. Bike Path and Impact Fees – No bike path is required for the development. The impact fees established for the City under Ordinance 2562 shall apply to this development. The Developer agrees to pay the appropriate impact fees, created by this Development, at the time a building permit is issued.
- 6. Conditions and Time Period to Install Improvements - The Developer, entirely at its expense, shall, upon receipt of the notice to proceed from the City, complete the public and private improvements in accordance with the requirements set forth in Exhibit A and as set forth in the Final Engineering Plans ("Improvements").
 - A. Public improvements, hereinafter called the "Public Improvements", shall include the following;
 - 1) All work required for the water main extending from the existing water main in E. Rawson Avenue to the existing water main in E. Mahn Court; and

- 2) All work required for the water main to be located north of Building 2 and extending west to east; and
 - 3) All work required to install hydrants 1 through 7 as shown on Exhibit C.
 - B. The Developer shall, without charge to the City and upon certification by the City Engineer, unconditionally grant and fully dedicate the Public Improvements to the City.
 - C. In the event the Developer does not complete the installation of the Public Improvements in accordance with the Final Engineering Plans or the terms of Exhibit A, the City shall, upon written notice to the Developer and the expiration of a reasonable cure period (3 months from certified receipt of notice, to be reasonably extended due to force majeure or other factors beyond Developer's control), have the authority to complete same and take title to said Public Improvements. Upon the City's completion thereof, without notice of hearing, the City may impose a special assessment for the reasonable actual cost of said completion upon the Property, payable with the next succeeding tax roll.
 - D. In accordance with Sections 3.200 through 3.222 of the City Municipal Code and under Sections 66.0701 through 66.0733 of the Wisconsin Statutes and other applicable statutory provisions, the City may exercise its power to levy special assessments for the Public Improvements that have not been installed by the Developer.
7. Items Required Prior to installation of Erosion Control - Prior to the commencement of construction consistent with the required erosion control plan, the City Engineer shall confirm and Developer shall provide proof of:
- A. Approval of all plans required in Paragraph IV of Exhibit A.
 - B. Issuance of erosion control permit.
8. Items Required Prior to start of Site Work - Prior to the commencement of site work, including but not limited to clearing and grubbing, grading, and construction of the approved storm water management facilities, the City Engineer shall confirm and, where applicable, Developer shall provide proof of:
- A. Approval of all plans required in Paragraph II and III in Exhibit A.
 - B. Developer has issued a notice to proceed to its contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
 - D. All pertinent approvals have been attained from the Milwaukee Metropolitan

Sewerage District for the storm water management plan.

- E. Developer has attained and provided to the City Engineer the approved Notice of Intent from the Wisconsin Department of Natural Resources.
 - F. Developer has received City approval of the Storm Water Management Plan and Maintenance Agreement.
 - G. An easement has been obtained authorizing temporary access to conduct grading work, and a copy of such agreement provided to the City, from the property owner at 351 E. Rawson Avenue (tax key 766-0001-000).
9. Items Required Prior to start of Public Infrastructure Construction - Prior to the commencement of construction of the Public Improvements, the City Engineer shall confirm and, where applicable, Developer shall provide proof.
- A. Approval of all plans required in Exhibit A.
 - B. Developer has issued a notice to proceed to its contractor(s).
 - C. Developer and City have arranged a preconstruction conference.
 - D. All pertinent approvals have been obtained from the Milwaukee Metropolitan Sewerage District and the State of Wisconsin Department of Natural Resources. The review and approval of sanitary sewer and water main plans by the City (and its Utility), MMSD and WDNR occur independently. Approvals are based in part on each system's ability to handle the proposed additional sanitary sewer waste flows.
 - E. Developer has arranged for the City to inspect the proposed construction of the Public Improvements.
 - F. Developer has received City approval of the Storm Water Management Plan and Maintenance Agreement.
10. Reimbursement of Costs - The Developer shall, within thirty (30) days of receipt of an itemized invoice, reimburse the City for all reasonable and outstanding fees, expenses, costs, and disbursements which were incurred by the City for the design, review, construction, inspection, dedication, administration, enforcement, or acceptance of the Improvements. In addition, the Developer shall provide copies of lien waivers from all contractors, material suppliers, or consultants who performed work or supplied materials for Public Improvements.
11. Workmanship Guarantee - Developer shall guarantee the Public Improvements described in Exhibit A against defects due to faulty materials or workmanship for a period

of one year from the date of dedication of the Public Improvements. Pursuant to Paragraph 13.A., the Developer shall establish a security deposit, in the amount of 10% of total construction costs of the Public Improvements, to cover the guarantee period for each of the Public Improvements. The maintenance obligations regarding the private internal street are the Developer's in perpetuity. Responsibility for the adjacent public streets will be assigned as follows until such responsibility terminates as set forth in Section 11.B. below:

- A. Pavement maintenance caused by the construction activities, including any repairs and street sweeping, shall be the Developer's responsibility. Snow plowing along E. Rawson Avenue and regular maintenance, or repairs not caused by the Developer's construction activities shall be Milwaukee County's responsibility.
- B. If street repairs and/or street sweeping required in connection with the construction activities are not satisfactorily performed by the Developer; the City shall, after notice to Developer and reasonable time to cure, perform such with its own forces or hired contractors and charge the Developer accordingly for actual manpower, equipment and materials, plus 10% administration and overhead. Developer's responsibility with respect to the streets shall terminate upon approval of the building occupancy and the City Common Council acceptance of the improvements and release from the Development Agreement.

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

13. Financial Guarantees and Billing

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

Sums of money due from the Developer under this Agreement; (b) Any sum expended by the City on the Developer's behalf in accordance with this Agreement; and/or (c) Any sum which the City may expend or be required to expend by reason of the Developer's default under this Agreement.

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

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

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

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

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

14. Inspection - The City or its agents shall, at the Developer's cost, provide full-time inspection of all of the Public Improvements, and occasional inspection as appropriate when sections of line are completed for the private utility lines outlined in Exhibit A to the Agreement.
15. Easements - The Developer shall acquire and dedicate to the City all public easements and right-of-way necessary to install and maintain Public Improvements required by this Agreement. Permanent easements and deeds, on forms acceptable to the City, on or through private lands, shall be negotiated and obtained by the Developer, at its expense. The Developer shall provide just compensation for the easements in accordance with the City's easement acquisition policy.
16. Changes to Plans and Specifications - The City Engineer may make reasonable changes to the Final Engineering Plans for any Public Improvements which are reasonably necessary to (i) correct oversights, omissions, and errors, (ii) compensate for changing site conditions, or (iii) complete fully the work in accordance with sound engineering practice. The Developer shall perform the work as changed entirely at its expense without any claim for reimbursement.
17. Notices - If notice is required to City or Developer it may be given by reputable overnight delivery service, prepaid and addressed as follows:

If as to City:	City of Oak Creek Oak Creek City Hall 8040 S. 6th Street Oak Creek, Wisconsin 53154 Attention: City Engineer
With a copy to:	City of Oak Creek Oak Creek City Hall 8040 S. 6th Street Oak Creek, Wisconsin 53154 Attention: City Attorney
If as to Developer:	517 E Rawson, LLC c/o St John Properties, Inc 2000 Pewaukee Road – Suite A Waukesha, WI 53188 Attention: Greg Fax

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

18. Miscellaneous

- A. All construction required by this Agreement shall be carried out and performed in a sequence to be mutually agreed to by Developer and the City Engineer.
- B. Developer shall properly locate and install all survey or other monuments required by State Statute or City Ordinance.
- C. Recording of this Agreement shall be accepted by the City as adequate notice of the Improvements specified in Chapter 14 of the Municipal Code.
- D. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- E. This Agreement shall be recorded by the City with the Register of Deeds of Milwaukee County.
- F. Upon Developer satisfying all of its obligations under this Agreement, the Common Council of the City of Oak Creek shall adopt a resolution releasing the Developer from the terms of this Agreement.
- G. Developer shall provide specifications in the latest Adobe pdf electronic format.
- H. Developer shall provide all construction plans in the latest Adobe pdf electronic format.
- I. In anticipation of future road expansion and dedication should land to the west be developed, Developer agrees that the private roadway shall be constructed to City of Oak Creek public roadway standards at Developer's expense. This includes a pavement section that consists of 5.5-inches of asphalt pavement over 12-inches of base aggregate and 31-inch curb and gutter.
- J. Occupancy permits will be issued on a per building basis when the following items are substantially completed for each applicable building:
 - 1) Asphalt surface course and pavement marking is installed to serve the applicable building as detailed on Exhibit C.
 - 2) Exterior skin of the building is completed.
 - 3) Exterior building mounted lighting is installed on the building.
 - 4) Final grading around the building is completed and stabilized.
 - 5) All Landscaping and restoration have been approved for the entire

development. Notwithstanding the foregoing, in the event landscaping and restoration is not completed at time of occupancy due to winter weather conditions, the site must be stabilized, and the Developer shall make a cash deposit in the amount determined by the City Engineer and Department of Community Development. This deposit will be returned to the Developer upon completion of the landscaping and restoration for which the deposit was made. In no event shall landscaping of a building be completed more than one (1) year from the date of issuance of an occupancy for the specific building.

6) Water main, sanitary sewer and storm sewer mains deemed necessary and approved by the City Engineer shall be designed and constructed as provided by this agreement and Exhibit A and certified complete and approved by the City Engineer prior to issuance of the occupancy permits.

K. In the event of any conflict between the terms of this Agreement (inclusive of Exhibit A) and any other documents or agreements expressly referred to herein or any City codes and ordinances or the Final Engineering Plans shall be interpreted such that this Agreement controls, then the City codes and ordinances control, and then the Final Engineering Plans control.

L. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be fully severable from this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain fully enforceable in accordance with its remaining terms.

M This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when together shall constitute one and the same agreement by and among the Parties.

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

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

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 _____, 2024, DANIEL J. BUKIEWICZ, Mayor, and CATHERINE A. ROESKE, City Clerk, of the above-named municipal corporation, CITY OF OAK CREEK, to me known to be the persons who executed the foregoing instrument as such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by its Common Council on the ____ day of _____, 2024.

Notary Public
Milwaukee County, Wisconsin
My commission: _____

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

Approved as to form:

Melissa L. Karls, City Attorney

EXHIBIT A

CITY OF OAK CREEK CITY ENGINEER'S REPORT 517 E RAWSON

I. INTRODUCTION

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

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

II. GRADING AND DRAINAGE

A. Required Improvements

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

B. Plans and Specifications

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

- a. $\pm 0.1'$ grade tolerance of the approved proposed grade with topsoil or sod in place.
 - b. 0.0' to -0.3' grade tolerance of the approved proposed grade without topsoil in place.
- C. Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas, building pads, and drainage swales.
 - D. Establish permanent vegetative cover on all exposed soil by topsoiling, seeding, and mulching as soon as possible to prevent erosion.
 - E. The Developer is responsible for restoring all damage to finished grades and vegetative cover caused, but not restored by, utility companies providing service to the Development.
 - F. After site grading is completed, the Developer shall place a minimum of 3" of topsoil on all exposed soil. Developer may request to remove excess topsoil from the site with a written request detailing the removal methods to the City Engineer. No excess topsoil shall be removed without the written authorization from the City Engineer.
 - G. Established grass seed or sod must be in place along the private roadway

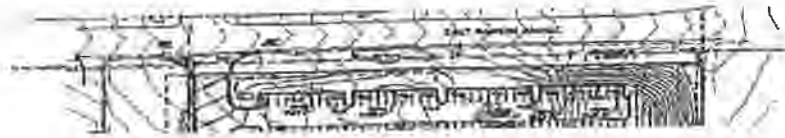
**EXHIBIT D
GRADING PLAN**



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

LSJ 100 C-17229803
MARCH 29, 2004

**DEVELOPMENT AGREEMENT
EXHIBIT D - GRADING**



COMMON COUNCIL REPORT

Item: 517 E Rawson Storm Water Maintenance Agreement

Recommendation: That the Common Council adopts Resolution No. 12488-041624, a resolution approving a Storm Water Management Practices Maintenance Agreement with 517 E RAWSON, LLC, for the four (4) building business center located at 517 E. Rawson Avenue (Tax key No. 766-9012-000) (1st District).

Fiscal Impact: None. The owner is responsible for all costs per the Storm Water Management Practices Maintenance Agreement.

Critical Success Factor(s):

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

Background: The proposed Business Center located at 517 E. Rawson Avenue requires onsite storm water management practices in accordance with Sections 13.100 through 13.114 of the Municipal Code. Section 13.109 of the Municipal Code requires a maintenance agreement between the City and the permittee for the future maintenance of the required storm water management practices.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Ashley Kiepczynski, PE
Assistant City Engineer

Fiscal Review:



Maxwell Gaggin, MPA
Deputy City Administrator / Finance Officer

Approved:



Matthew J. Sullivan, PE
Assistant City Administrator/Engineer

Attachments: Resolution No. 12488-041624, Storm Water Management Maintenance Agreement

RESOLUTION NO. 12488-041624

BY: _____

RESOLUTION APPROVING A STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT FOR THE FOUR BUILDING BUSINESS CENTER
LOCATED AT 517 E RAWSON

TAX KEY NO. 766-9012-000

(1ST ALDERMANIC DISTRICT)

WHEREAS, 517 E RAWSON, LLC (Owner), requires onsite storm water management practices for their proposed Four (4) Building Business Center, and,

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

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

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

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

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 16th day of April, 2024.

Passed and adopted this 16th day of April, 2024.

Common Council President Kenneth Gehl

Approved this 16th day of April, 2024.

Mayor Daniel J. Bukiewicz

ATTEST:

Catherine A. Roeske, City Clerk

VOTE: Ayes ____ Noes ____

Document Number	517 E RAWSON, LLC Storm Water Management Practices Maintenance Agreement Document Title
-----------------	--

Recording Area

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

766-9012-000

Parcel Identification Number (PIN)

STORM WATER MANAGEMENT PRACTICES MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2024, by and between 517 E Rawson, LLC, c/o St John Properties, Inc., hereinafter called the "Owner", and the City of Oak Creek, hereinafter called the "City".

WITNESSETH:

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

Parcel 1 and Parcel 2 of Certified Survey Map No. 631, as recorded in the Register of Deeds office for Milwaukee County as Document No. 4287933, located in the Northeast ¼ and Southeast ¼ of the Northwest ¼ of Section 9, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin:

hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan known as 517 E Rawson, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site storm water management practices within the confines of the Property; and

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

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

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

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns in accordance with the plans and specifications identified in the Plan. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns shall regularly inspect the storm water management practices as often as conditions require, but in any event at least once each year. The standard Operation and Maintenance Report attached to this agreement as Exhibit A and by this reference made a part hereof shall be used for the purpose of the regular inspections of the storm water management practices. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the City for review. The purpose of the inspections is to ensure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to berms, outlet structures, subsurface structures, infiltration areas, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are in accordance with the Detention Basin Maintenance Standards attached to this agreement as Exhibit B and by this reference made a part hereof.
4. The Owner, its successors and assigns hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the City deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
5. If the Owner, its successors and assigns fails to maintain the storm water management practices in good working condition acceptable to the City and does not perform the required corrective actions in the specified time, the City may:

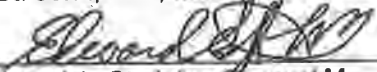
- a) Issue a citation to the Owner, its successors and assigns. The penalty for violation of this section shall be not less than \$50.00 nor more than \$500.00 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform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

WITNESS the following signatures and seals

517 E Rawson, LLC
a Maryland limited liability company

By: St John Projects, LLC, Manager

By: Edward St. John, LLC, Manager

By: 
Edward A. St. John, General Manager

The foregoing Agreement was acknowledged before me this 11th day of April, 2024,
by the above-named Edward St. John, on behalf of such limited liability company


NOTARY PUBLIC, State of Maryland

My Commission Expires: 5/19/2027



CITY OF OAK CREEK, WISCONSIN

Daniel J. Bukiewicz, Mayor

Catherine A. Roeske, City Clerk

The foregoing Agreement was acknowledged before me this ____ day of _____, 2024,
by the above-named DANIEL J. BUKIEWICZ and CATHERINE A. ROESKE.

NOTARY PUBLIC

My Commission Expires: _____

This document was prepared by Ashley N. Kiepczynski, P.E. of the City of Oak Creek Engineering
Division.

Approved as to Form:

City Attorney

Date



EXHIBIT A OPERATION AND MAINTENANCE INSPECTION REPORT STORM WATER MANAGEMENT PONDS

Inspector Name: _____

Tax Key No.: _____

Inspection Date: _____

Location: _____

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

Watershed _____

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

EXHIBIT B
DETENTION BASIN MAINTENANCE STANDARDS

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

COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 4/16/24 License Committee Report.

Fiscal Impact: License fees in the amount of \$10.00 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 a Change of Agent for the 2023-24 Class B Combination alcohol license issued to SBG Apple North IX, LLC dba Applebee's Neighborhood Grill & Bar, 7135 S. 13th St., from Casimir Banaszek to David Oestreich.

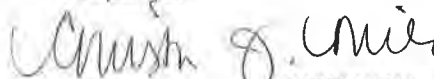
Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller CMC/WCMC
Deputy City Clerk

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments: none

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the April 10, 2024 Vendor Summary Report in the total of \$480,802.38

Fiscal Impact: Total claims paid of \$480,802.38.

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. \$5,115.50 to Aurora Health Care (pg #6) for pre-employment physicals.
2. \$68,302.37 to Bestco UA (pg #1) for May retiree insurance.
3. \$24,044.40 to Bibliotheca, LLC (pg #1) for 2024-2025 renewal.
4. \$15,315.25 to Buelow Vetter (pg #7) for legal services.
5. \$15,300.00 to CDW Government, Inc. (pg #7) for backup software.
6. \$13,859.06 to CHEP USA (pg #7) for tax overpayment refund.
7. \$24,891.00 to DTS Mixed Use LLC (pg #8) for annual lease of Drexel Town Square bathroom.
8. \$5,936.19 to Emergency Lighting & Electronics (pg #2) for squad set up parts.
9. \$17,578.87 to Enterprise FM Trust (pg #16) for DPW vehicle lease monthly payment. Project #19024.
10. \$5,615.21 to Fidelity National Title Company LLC (pg #9) for tax overpayment refund.
11. \$6,860.38 to Filtration Concepts, Inc. (pg #2) for range filters.
12. \$14,329.22 to Kansas City Life Insurance Co. (pg #10) for May disability insurance.
13. \$14,033.22 to MGT of America Consulting (pg #11) for professional fees relating to recruitment of Community Development Director and Director of Marketing and Public Relations.
14. \$14,680.49 to MADACC (pgs #10 & 11) for 1st quarter operating costs & 1st installment of 2024 debt service.
15. \$5,048.94 to Milwaukee County Treasurer (pg #11) for March court fines.
16. \$5,009.81 to Oak Creek Water & Sewer Utility (pgs #4 & 11) for water/sewer quarterly fees.

-
17. \$6,553.58 to Securian Financial Group, Inc. (pg #12) for May employee life insurance.
 18. \$15,660.00 to Tri Star Painting (pg #13) for Fire Station #3 interior painting. Project #24006.
 19. \$14,375.00 to Tyler Technologies, Inc. (pg #13) for consulting services.
 20. \$70,773.66 to US Bank (pgs #16-22) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
 21. \$13,379.54 to WE Energies (pg #22) for street lighting, electricity & natural gas.
 22. \$14,313.51 to WI Court Fines & Surcharges (pg #13) for March court fines.
 23. \$10,320.30 to WI Dept. of Transportation (pg #13) for construction services relating to design of W. Drexel Ave. Project #21017.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments: 04/10/2024 Invoice GL Distribution Report