



PLAN COMMISSION

April 23, 2024

6:00 P.M.

AMENDED 4-22-2024

Common Council Chambers

8040 S. 6th St.
Oak Creek, WI 53154
(414) 766-7000

Daniel Bukiewicz - Chair
Dawn Carrillo
Chaucey Chandler
Donald Oldani
Chris Guzikowski
Ashley Kiepczynski
Gregory Loreck
Fred Siepert
Christine Hanna
Matt Sullivan - ex-officio
Kari Papelbon - ex-officio

The City's Vision

Oak Creek: A dynamic regional leader driving the future of the south shore.

Find more information on agenda items at oakcreek.zoninghub.com.

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes – April 9, 2024
4. Review and Discuss Report on Recent Common Council Actions
5. Review and Discuss Report on Recent Board of Housing and Zoning Appeals Actions – NONE
6. Review and Discuss Report on Recent Quarterly Parks & Recreation Commission Actions
7. New Business
 - a. REZONE/ZONING TEXT AMENDMENT – Review a request submitted by Michael Faber, Ryan Business Park, LLC, and the City of Oak Creek to amend portions of the FW, Floodway and FF, Flood Fringe districts affecting the properties at 9514 S. 13th St. (aka 1293 W. Ryan Rd.), 9554, 9556, 9600, 9654, 9700 S. 13th St.; 9512 & 9601 S. Bartel Ct.; 741, 835, 901, & 913 W. Ryan Rd., and to update the Zoning and Sign Code to reflect the amendments (Tax Key No. 905-9013-000, 905-9005-000, 905-9006-000, 905-9009-001, 905-9003-000, 905-9011-000, 905-9015-000, 905-9014-000, 905-9001-000, 905-9998-001, 905-9997-001, & 905-9996-001; *5th Aldermanic District*).
More info at ZoningHub:–<https://s.zoninghub.com/OPZCKKB2K0>
 - b. PLANNED UNIT DEVELOPMENT AMENDMENT – Review a request submitted by Michael Faber, Creek Two Land, LLC, for amendments to the existing Planned Unit Development affecting the property at 9955 S. 13th St. (Tax Key No. 926-9037-000; *5th Aldermanic District*).
More info at ZoningHub: <https://s.zoninghub.com/OPG71T13UF>
 - c. CERTIFIED SURVEY MAP – Review a Certified Survey Map submitted by Janssen Bruckner combining and redividing the properties at 641 and 819 E. Drexel Ave. (Tax Key Nos. 814-9075-000, 814-9076-000, 815-9027-000, & 815-9028-000; *1st Aldermanic District*).
More info at ZoningHub: <https://s.zoninghub.com/Q3PZQPCMEH>

Visit our website at www.oakcreekwi.org for the agenda and accompanying Plan Commission reports.

- d. REZONE / PLANNED UNIT DEVELOPMENT – Review a request submitted by Ryan Janssen, Janssen Bruckner LLC, to rezone to and establish a Planned Unit Development on the portions of the properties at 641 and 819R E. Drexel Ave. (Tax Key Nos. 814-9075-000, 814-9076-000, 815-9027-000, & 815-9028-000; *1st Aldermanic District*).
More info at ZoningHub: <https://s.zoninghub.com/8IOPM9B75B>
- e. CONDOMINIUM PLAT – Review a request submitted by Janssen Bruckner for a condominium plat affecting portions of the properties at 641 and 819 E. Drexel Ave. (Tax Key Nos. 814-9075-000, 814-9076-000, 815-9027-000, 815-9028-000, & 815-9029-000; *1st Aldermanic District*).
More info at ZoningHub: <https://s.zoninghub.com/FAFX2OMRDO>
- f. **PRELIMINARY PLAT** – Review a preliminary subdivision plat submitted by Sam Dardha, Almeg, LLC, for a single-family residential subdivision located at 9025 S. Nicholson Rd. (Tax Key No. 873-9999-001; *3rd Aldermanic District*). **RESCHEDULED TO 5-14-2024**
More info at ZoningHub: <https://s.zoninghub.com/KXCNUTYII1>

Announcements & Adjournment.

Dated this 22nd day of April, 2024
Posted 4-22-2024 sd

Public Notice

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

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at 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.

**MINUTES OF THE
OAK CREEK PLAN COMMISSION MEETING
TUESDAY, APRIL 9, 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, Alderman Loreck, Mayor Bukiewicz, Alderman Guzikowski, Commissioner Oldoni, and Commissioner Siefert. Commissioner Chandler was excused. Also present: Senior Planner Kari Papelbon, Planner Perez, Assistant Fire Chief Mike Havey, and Community Development Director Kristi Porter.

Minutes of the March 26, 2024, meeting

Commissioner Siefert moved to approve the minutes of the March 26, 2024, meeting. Alderman Loreck seconded. On roll call: Commissioner Kiepczynski abstained; all others voted aye. Motion carried.

**CONDITIONS AND RESTRICTIONS
CREATIVE DANCE STUDIOS
7040 S. 13TH ST.
TAX KEY NO. 735-9038-000**

Planner Perez provided an overview of the draft Conditions and Restrictions for a Conditional Use Permit for a proposed Indoor Health Athletic/Recreation Facility (dance studio) within a portion of the existing multitenant building on the property at 7040 S. 13th St. (see staff report for details).

Alderman Loreck stated he has no concerns, and he is okay with the change to the hours of operation from 8:00 am to 9:00 pm.

Alderman Guzikowski said he agrees with Alderman Loreck.

Commissioner Siefert moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Conditional Use Permit for an indoor health/athletic/recreation facility on the property at 7040 S. 13th St. Commissioner Oldani seconded.

Assistant Fire Chief Havey said the proposed use fits within the provisions and is allowed without a suppression system.

On roll call: all voted aye. Motion carried.

**CONDITIONS AND RESTRICTIONS
CITYSWITCH-II-A, LLC
1805 E. COLLEGE AVE.
TAX KEY NO. 721-8992-000**

Senior Planner Papelbon provided an overview of the Conditions and Restrictions related to a request for a Conditional Use Permit for a proposed 100-foot-tall multi-carrier wireless communications monopole tower and associated equipment on the property at 1805 E. College Ave. (see staff report for details).

Michael Long, 511 North Broadway, Suite 1100, Milwaukee, attorney for CitySwitch-II-A, stated he reviewed the proposed conditions of approval, and they are fine with the applicant.

Commissioner Siefert asked Senior Planner Papelbon if the City normally has a time for compliance that is more than 12 months. Senior Planner Papelbon stated the time of compliance is to start the project, and suggested Commissioner Siefert was thinking of duration of permit. Senior Planner Papelbon also said there is no duration of permit because this is going to be a permanent fixture. Senior Planner Papelbon stated there is no time limit on the permit other than for obtaining building permits and that is standard.

Mayor Bukiewicz asked Mr. Long when they plan to start construction. Mr. Long stated the 12 months will not be a concern. Mr. Long also stated he would imagine that once all the other building permits are in line with the City, it would be an early to mid-fall, maybe end of September or October construction time line.

Mayor Bukiewicz asked Assistant Fire Chief Havey if there were any comments from the Fire Department. Mayor Bukiewicz relayed there were not.

Alderman Loreck moved that the Plan Commission recommends that the Common Council adopts the Conditions and Restrictions as part of the Conditional Use Permit to allow a telecommunication tower and associated equipment on the property at 1805 E. College Ave., after a public hearing. Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

**REZONE/ZONING TEXT AMENDMENT
MSI GENERAL
200 W. DREXEL AVE.
TAX KEY NO. 782-9040-000**

Senior Planner Papelbon provided an overview of a request to remove portions of the FF, Flood Fringe district from the property at 200 W. Drexel Ave., and to update the Zoning and Sign Code to reflect the amendment (see staff report for details).

Mayor Bukiewicz asked Senior Planner Papelbon if this should have been completed before a building was put on the lot. Senior Planner Papelbon stated that is what the Conditional Letter of Map Revision was intended for, but the LOMR must come after construction so they can certify the final grade.

Alderman Loreck moved that the Plan Commission recommends that the Common Council that portions of the property at 200 W. Drexel Ave. are rezoned to reflect the flood fringe boundaries approved by FEMA, and that Chapter 17 – Zoning and Sign Ordinance of the Municipal Code be amended to incorporate the changes to the floodplain following a public hearing. Alderman Guzikowski seconded. On roll call: all voted aye. Motion carried.

**REZONE/ZONING TEXT AMENDMENT
BRIAN AND TRACI KOTECKI
1830 E. ELM RD.
TAX KEY NO. 958-9030-000**

Senior Planner Papelbon provided an overview of a request to remove portions of the FF, Flood Fringe district from the property at 1830 E. Elm Rd., and to update the Zoning and Sign Code to reflect the amendment (see staff report for details).

Sadie Borzynski, 1640 E Elm Road:

"I was here more than a year ago with that subdivision on Nicholson and Elm Road."

Mayor Bukiewicz asked if Ms. Borzynski was referring to the proposed subdivision to the west.

Ms. Borzynski:

"Right. There was a number of questions that this council could not answer, and they were very much, the Engineer could answer them. We have had no other meetings about our properties, heard nothing from the Engineer. My neighbors and I, and I think you'll recall there was a lot of them, they're all very concerned about water. Especially at my property, where we're very much lower than all of the other properties. So, I'm wondering, the FEMA maps, do they consider that new subdivision that's going in, apparently, right with no other meetings, we were assured that there would be more meetings, but to answer our questions, but it doesn't seem that there have been any."

Mayor Bukiewicz clarified that Ms. Borzynski's comments are a little off topic from the agenda item. Mayor Bukiewicz explained that one of Ms. Borzynski's neighbors by the name of Brian reached out to him and Engineering took a look at the area of concern. Mayor Bukiewicz stated as the subdivision goes in, a stormwater management plan would be required. As far as Ms. Borzynski's property being low, the new subdivision will not raise or change the water table. As the subdivision goes in, it should help with stormwater in the area and the houses going in should have no bilateral effect on Ms. Borzynski's property.

Commissioner Kiepczynski said MMSD has reviewed and approved the stormwater management report. The City of Oak Creek has also reviewed and approved it, although the City has more stringent rules than MMSD. Commissioner Kiepczynski also stated the new subdivision will not be making the situation worse and storm water will be appropriately handled within the proposed development.

Senior Planner Papelbon stated in regards to the agenda item, FEMA does not consider the surrounding property. Because the LOMR-F was issued in 2009, prior to the subdivision going through, FEMA looks at the fill that was proposed for the three lots in question. Senior Planner Papelbon continued by stating whenever they put fill in, they have to raise the grade of where the proposed development is going to be by a minimum of two (2) feet, and that two (2) feet is to raise the property outside of the floodplain. There are other requirements for the surrounding grade on the development part.

Mayor Bukiewicz asked Ms. Borzynski if Senior Planner Papelbon's explanation helped.

Ms. Borzynski:

"I'm not sure. I understand, right. If you displace water in one it has to go somewhere."

Mayor Bukiewicz said in this case they are plotting the flood fringe. Senior Planner Papelbon clarified FEMA is looking at the effects of the proposed development on the floodplain itself and in this case, it is removing the properties from the floodplain because they raised the grade of the property such that it is outside of what they consider to be where the flood waters would normally go.

Mayor Bukiewicz stated from an Engineering standpoint putting a house in should not have an adverse effect on any neighbor.

Mayor Bukiewicz said part of the reason Ms. Borzynski has not heard anything about the subdivision is because the applicant has not come forward with anything substantial or new, other than the tree inventory. Senior Planner Papelbon clarified that the preliminary plat received local approval and the process is such that, once the applicant receives local approval then all the infrastructure must go in before it goes back for final plat approval. All of those infrastructure improvements have to be certified by a number of entities before final plat approval is granted. Mayor Bukiewicz added if Ms. Borzynski lives within 300 feet of the development she will get notified.

Commissioner Siepert inquired how people could access the non-floodplain area. Senior Planner Papelbon clarified that the wetlands on the property have not been filled, so they will remain on the property as they are. Senior Planner Papelbon said people are allowed to get dry land access. The driveway is not part of the review at this time, but any driveway that is proposed will need to meet certain requirements. Senior Planner Papelbon stated it is not necessarily that the applicant could not have a driveway to the area of the property that is determined to be outside of the flood fringe. Senior Planner Papelbon also said she does not have a good graphic to show what the change to the flood fringe has been, but the proposed area where the house will be constructed is outside of the floodplain area.

Commissioner Siepert clarified that the concern is getting to the property. Senior Planner Papelbon said staff would work with the applicant to make sure that the requirements are met.

Commissioner Hanna asked if the wetlands on lot 1 would remain. Senior Planner Papelbon said at this time there has been no application to fill in the wetland area.

Commissioner Oldani moved that the Plan Commission recommends to the Common Council that portions of the properties at 1800, 1830, and 1900 E. Elm Rd. are rezoned to reflect the flood fringe boundaries approved by FEMA, and that Chapter 17 – Zoning and Sign Ordinance of the Municipal Code be amended to incorporate the changes to the floodplain following a public hearing. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried.

Senior Planner Papelbon introduced the Plan Commission to the new Community Development Director, Kristi Porter.

Commissioner Carrillo moved to adjourn the meeting. Commissioner Siepert seconded. On roll call: all voted aye. Motion carried. The meeting was adjourned at 6:34 PM.

ATTEST:

Kari Papelbon, Plan Commission Secretary

Date

DRAFT



Recent Common Council Actions

April 16, 2024

ITEM: 4

DATE: April 23, 2024

- **APPROVED** - 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).
- **APPROVED** - 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).

A handwritten signature in cursive script that reads "Kari Papelbon".

Kari Papelbon, CFM, AICP
Senior Planner



Recent Quarterly Parks and Recreation Commission Actions

03-26 2024

ITEM: 6

DATE: April 23, 2024

The Parks and Recreation Commission held a regular meeting on March 26, 2024, at which the following actions were taken and items were discussed:

- The Commission voted to officially name the park located at 8430 S. Orchard Way “Orchard Hills Micro Park”. The decision was adopted by the Common Council on April 16, 2024.
- Discussed recent Common Council actions that pertain to Parks and Recreation.
- Reviewed the Oak Creek-Franklin Joint School District programs and community pool survey. No official action was taken.
- Discussed the anticipated work schedule for the Abendschein Park entrance.
- Discussed the anticipated Parks and Open Space Plan update schedule.

Melanie Perez
Planner

Background:

In 2021, as part of the development of Ryan Business Park, several amendments to the floodway and flood fringe were proposed. According to the notice sent to adjacent landowners, the project proposed to

...revise the FIRM to reflect expanding the existing bridge structure at South 13th Street, installing a new ConSpan bridge culvert at South Bartel Court public roadway, and grading within the floodplain and floodway for habitat enhancement to the Oak Creek as part of the Ryan Business Park Development...

The project ... will, in part, revise the following flood hazards along Oak Creek.

1. The floodway will be revised from 13th Street to approximately 1, 500 feet upstream of West Ryan Road along Oak Creek.
2. The 1-percent-annual-chance water surface elevations will increase and decrease along Oak Creek.
3. The 1-percent-annual-chance floodplain will widen and narrow along Oak Creek.

Due to the proposed impacts to the flood hazard areas on the properties, the project was required to obtain a LOMR from FEMA in addition to other requirements. FEMA approved of the changes and issued the LOMR in 2022; however, partly owing to the COVID-19 pandemic, the final the changes were not formally adopted through the Rezone and Zoning Text Amendment processes per Code and State regulations. This review completes that process requirement, and is limited to those changes approved by FEMA. Included with this report are maps and additional information indicating the location of the approved amendments.

Options/Alternatives: None. This is a final requirement as part of the official FEMA, WI DNR, and local floodplain regulation process.

Respectfully submitted:



Kristi Porter
Community Development Director

Prepared:



Kari Papelbon, CFM, AICP
Senior Planner

Approved:



Kari Papelbon, CFM, AICP
Senior Planner

Attachments:

Location Map

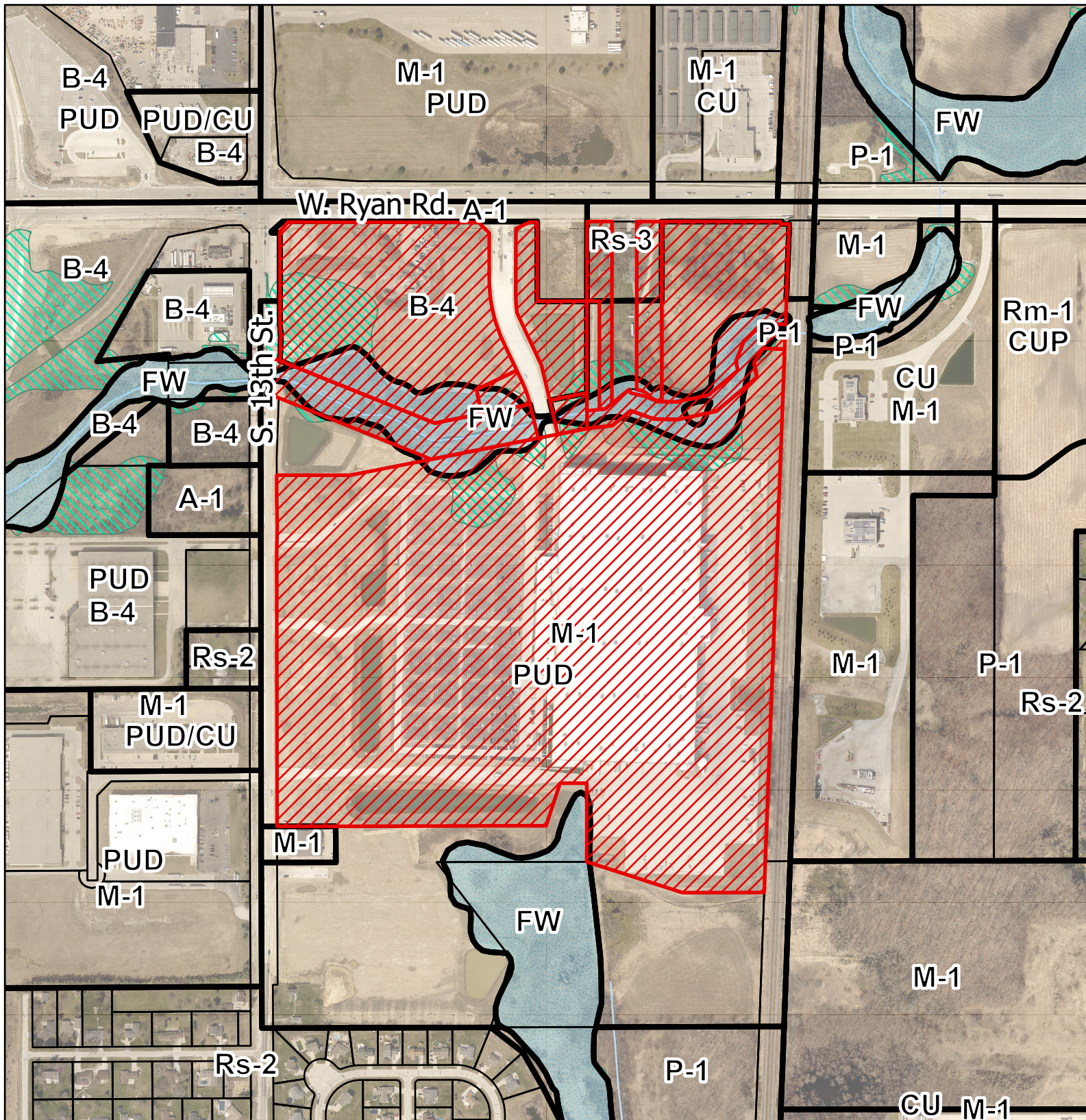
Narrative (1 page)

FEMA LOMR dated August 25, 2022 (6 pages)

Exhibit (1 page)

Location Map

Various



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

Legend

- Zoning
- Official Street Map
- Floodway
- Flood Fringe
- Parcels
- 9514 S. 13th St.

0 0.09 0.18 Miles





Narrative Description of Rezoning Request

Ryan Business Park: Lot 7 of CSM 9242

20 March 2024

Parcel: This vacant Parcel in Ryan Business Park in the SE corner of Ryan Road and S. 13th Street generally sits at the north end of the 114 acre Ryan Business Park, along the south edge of Ryan Road (Highway 100) between 13th Street (CTH V) on the west and Bartel Court on the east, and on the north edge of the south branch of the Oak Creek. The Parcel is Lot 7 of CSM 9242 (recorded 7/15/2020), with an address of 9514 S. 13th Street, Tax Key 905-9013-000.

Purpose: This application requests a rezoning to update the Floodplain Overlay on the Parcel, to bring the zoning into conformity with the revised floodplain boundaries to reflect FEMA's recent Letter Of Map Revision (LOMR) to the Flood Insurance Rate Map (FIRM) 55079C0231E. This results in the floodplain (all floodway and flood fringe) zoning being removed from Lot 7.

The application package includes a revised floodway map, the FEMA letter to Mayor Bukiewicz approving the LOMR, a Plan Commission application with fee, and a Change of Zoning Application.

The regrading, improvement, and stabilization of the Parcel and all other parcels included in the LOMR, consistent with the LOMR, has been accomplished. These efforts improved flood storage in the creek corridor including both public and private lands flanking the Creek, improved habitat of the creek environment by installing riffles and outcrops, removed invasive species of plants and installed native species of plants.

Due to FEMA's finalized approval of the LOMR, we believe this rezoning is straightforward. We are happy to answer any questions. In addition to me being present, please advise if you would like us to have our civil engineers at the meetings with the Plan Commission and Common Council.

Request. Ryan Business Park, LLC requests that the Plan Commission and Common Council approve the rezoning to remove the Floodplain zoning overlay from the Parcel, leaving the base zoning B4 intact.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Faber", is written over a light blue horizontal line.

Michael Faber
Ryan Business Park, LLC



Federal Emergency Management Agency

Washington, D.C. 20472

April 11, 2022

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

The Honorable Daniel Bukiewicz
Mayor, City of Oak Creek
8040 South 6th Street
Oak Creek, WI 53154

IN REPLY REFER TO:

Case No.: 21-05-0691P
Community Name: City of Oak Creek, WI
Community No.: 550279
Effective Date of
This Revision: **August 25, 2022**

Dear Mayor Bukiewicz:

The Flood Insurance Study Report and Flood Insurance Rate Map for your community have been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel(s) revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Chicago, Illinois, at (312) 408-5500, or the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

Sincerely,

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map
Annotated Flood Insurance Study Report

cc: Ms. Laurie Miller
Zoning Administrator
City of Oak Creek

Mr. Brian Cunningham
NFIP State Coordinator
Wisconsin Department of Natural Resources

Mr. Dylan Crisp
Senior Project Engineer
Pinnacle Engineering Group

Mr. Matt Carey, P.E.
Project Manager
Pinnacle Engineering Group



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	City of Oak Creek Milwaukee County Wisconsin	BRIDGE CULVERT FILL	FLOODWAY 1D HYDRAULIC ANALYSIS UPDATED TOPOGRAPHIC DATA
	COMMUNITY NO.: 550279		
IDENTIFIER	Ryan Business Park	APPROXIMATE LATITUDE & LONGITUDE: 42.870, -87.929 SOURCE: Other DATUM: NAD 27	
ANNOTATED MAPPING ENCLOSURES		ANNOTATED STUDY ENCLOSURES	
TYPE: FIRM* NO.: 55079C0231E DATE: September 26, 2008		DATE OF EFFECTIVE FLOOD INSURANCE STUDY: September 26, 2008 PROFILES: 125P and 126P FLOODWAY DATA TABLE: 5	

Enclosures reflect changes to flooding sources affected by this revision.

* FIRM - Flood Insurance Rate Map

FLOODING SOURCE(S) & REVISED REACH(ES)

Oak Creek - From approximately 400 feet upstream of CP Railroad to approximately 400 feet upstream of 13th Street

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Oak Creek	BFEs*	BFEs	NONE	YES
	Floodway	Floodway	YES	YES
	Zone AE	Zone AE	YES	YES
	Zone X (shaded)	Zone X (shaded)	YES	YES

* BFEs – Base (1-percent-annual-chance) Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

Patrick "Rick" F. Sacbbit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance flood discharges computed in the FIS for your community without considering subsequent changes in watershed characteristics that could increase flood discharges. Future development of projects upstream could cause increased flood discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on flood discharges subsequent to the publication of the FIS report for your community and could, therefore, establish greater flood hazards in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

Patrick "Rick" F. Sacbbit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This revision has met our criteria for removing an area from the 1-percent-annual-chance floodplain to reflect the placement of fill. However, we encourage you to require that the lowest adjacent grade and lowest floor (including basement) of any structure placed within the subject area be elevated to or above the Base (1-percent-annual-chance) Flood Elevation.

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Mary Beth Caruso
Director, Mitigation Division
Federal Emergency Management Agency, Region V
536 South Clark Street, Sixth Floor,
Chicago, IL 60605
(312) 408-5500

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel(s) and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

A handwritten signature in black ink, appearing to read "Rick Sacbibit".

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency
Washington, D.C. 20472

**LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)**

PUBLIC NOTIFICATION OF REVISION

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below, and through FEMA's Flood Hazard Mapping website at https://www.floodmaps.fema.gov/fhm/bfe_status/bfe_main.asp

LOCAL NEWSPAPER

Name: *South NOW*

Dates: April 20, 2022 and April 27, 2022

Within 90 days of the second publication in the local newspaper, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional Information about the NFIP is available on our website at <https://www.fema.gov/flood-insurance>.

A handwritten signature in black ink, appearing to read "Rick Sacbbit".

Patrick "Rick" F. Sacbbit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration



WEST RYAN ROAD
STATE TRUNK HIGHWAY "100"

LOT 7
C.S.M. NO. 9242

BARTEL COURT

UNPLATTED LANDS

FLOOD WAY
LOMR 21-05-0691P
AUGUST 25, 2022

FLOOD WAY PER FEMA
MAP NO. 55079C0231E
SEPTEMBER 26, 2008

OUTLOT 5
C.S.M. NO. 9265

FLOOD WAY
LOMR 21-05-0691P
AUGUST 25, 2022

LOT 8
C.S.M. NO. 9265

C/L OAK
CREEK

OUTLOT 1
C.S.M. NO. 9074

UPLAND

SOUTH 13TH STREET
COUNTY TRUNK HIGHWAY "V"

LOT 3
C.S.M. NO. 9085

OUTLOT 3
C.S.M. NO. 9076

OUTLOT 4
C.S.M. NO. 9076

FLOOD WAY
LOMR 21-05-0691P
AUGUST 25, 2022

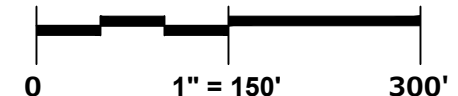
FLOOD WAY PER FEMA
MAP NO. 55079C0231E
SEPTEMBER 26, 2008

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD

FLOOD WAY PER FEMA
MAP NO. 55079C0231E
SEPTEMBER 26, 2008

LOT 5
C.S.M. NO. 9242

GRAPHICAL SCALE (FEET)



the south side of the building adjacent to the berm. It is also in conflict with the plans that were conditionally approved for the remaining lot in the business park. The attached draft Amended Conditions and Restrictions remove this requirement, and recognize the plans conditionally approved by the Plan Commission. Other amendments include the legal descriptions for the lots in the PUD, and references to current Code Sections where applicable. No other substantive changes are proposed.

Options/Alternatives: The Plan Commission has the discretion to recommend or not recommend Common Council approval of the requests, or to amend the proposed Conditions and Restrictions. Should the requests not be recommended for approval, Plan Commissioners must provide the Code Sections upon which the denial is based so that the Applicant may revise and resubmit (if necessary). However, disapproval would result in the existing PUD and site plan conflict (required per the December 13, 2022 approval to be corrected) to remain.

Respectfully submitted:



Kristi Porter
Community Development Director

Prepared:



Kari Papelbon, CFM, AICP
Senior Planner

Approved:



Kari Papelbon, CFM, AICP
Senior Planner

Attachments:

Location Map

Narrative (2 pages)

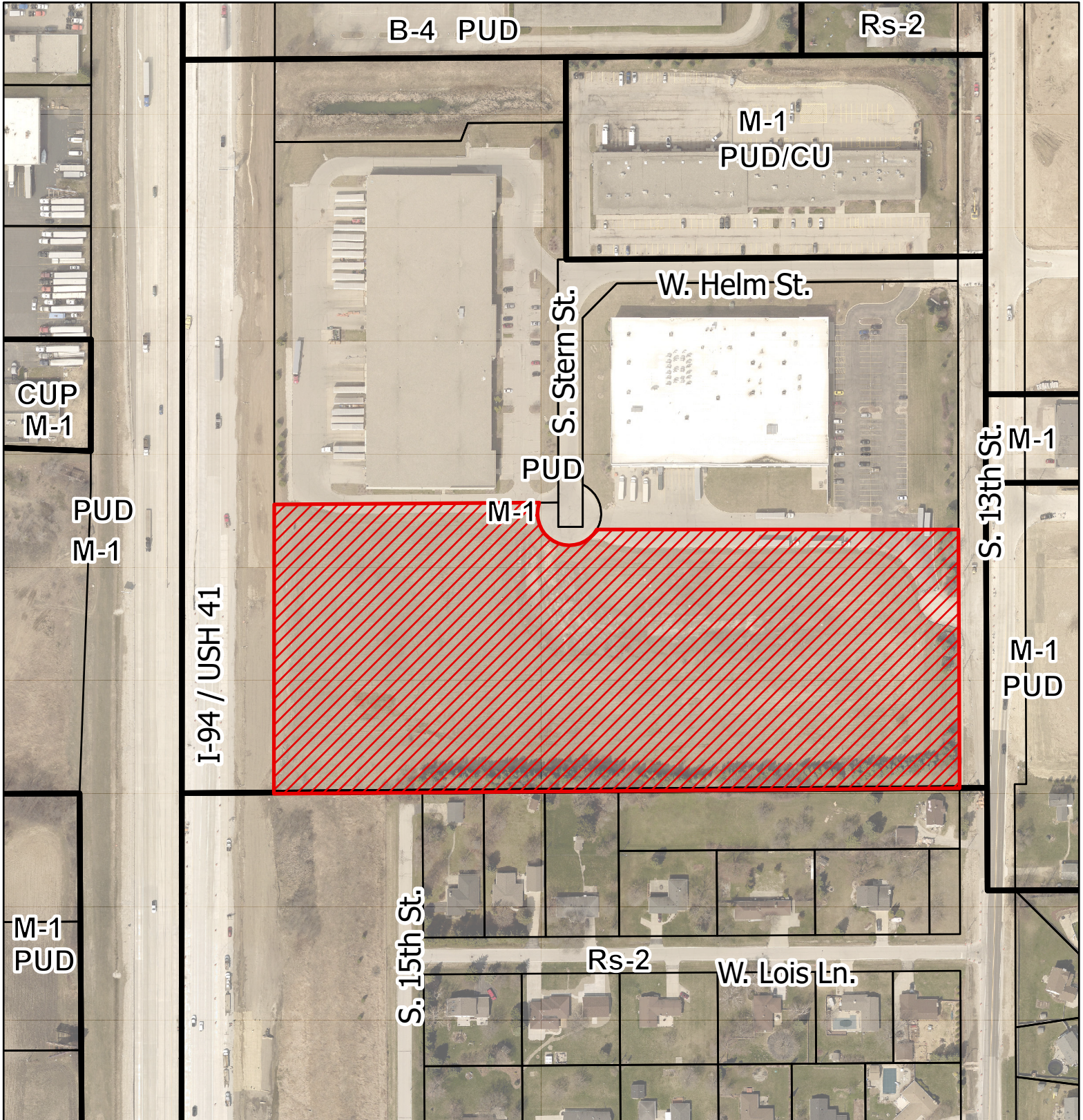
Site Plan Conditionally Approved December 13, 2022 (1 page)

Draft Conditions & Restrictions (8 pages)

Ord. 2514 (9 pages)

Location Map

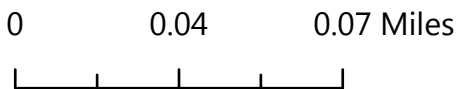
9955 S. 13th St.



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

Legend

- Zoning
- Official Street Map
- Parcels
- Flood Fringe
- Floodway
- 9955 S. 13th St.





Narrative Description of requested PUD Amendment

Creekside Corporate Park

27 March 2024

Background: In December 2022, during Plan Commission approval of the building and site plan for Creek Two Land LLC on Lot 1 of CSM 9366 (recorded 11/19/2021), with an address of 9955 S. 13th Street, Tax Key 926-9037-000, it was discovered that there is an internal discrepancy within the recorded language of the PUD overlay for the Creekside Corporate Park.

Purpose: This application requests an amendment to the PUD in order to eliminate the discrepancy and provide clarity, to conform to the Plan Commission approval of the site plan for Creek Two Land LLC's building designed for said Lot 1.

The discrepancy, which has existed since Ordinance 2541 was approved January 20, 2009, is based on the following two aspects of the PUD:

- a. **Section 2 (E) states:** *"The southerly parking lot should be designed so that the aisle is closest to the berm and that no parking spaced directly about the south property line"*. This language implies single-loaded parking configuration, and is inconsistent with the Site Plan approved by the Plan Commission.
- b. Exhibit "A" **General Development Plan** to the PUD shows double-loaded parking on the south side of the Proposed Facility 2, with the aisle in the center of parking spaces, with the southern row of parking spaces closer to the south property line than the aisle.

It should be noted that neither the approved Site Plan nor the General Development Plan have parking actually directly abutting the south property line (to "abut" is to touch along an edge). There is an earth berm and very mature and dense landscaping within Creekside Corporate Park along the southern edge, buffering the residential homes to the south. The parking of the Site Plan is approximately 45' to 50' north of the property line.

Following staff and applicant discussion and commentary from a resident of the neighborhood to the south of Creekside Corporate Park (Mrs. Siira, who spoke in support of the proposed Site Plan and development) the Plan Commission approved the Site Plan for Lot 1 (Creek Two Land LLC) with double loaded auto parking south of the proposed building and north of the berm, consistent with the Exhibit "A" General Development Plan, subject to applicant and staff working to amend and resolve the discrepancy in the PUD (implying to be consistent with the Site Plan for Lot 1)

Method. The proposed approach to resolve the discrepancy is a revision to the language of Section 2E, by deleting the existing language and replacing it with the following revised language:

The southerly parking lot should be designed so that parking spaces are not closer than 40 feet from the south property line nor materially disturb existing mature landscape plantings on the berm immediately to the north of the south property line. The Civil and Grading plans for Lot 1 of

CSM 9366 dated 12/8/2022 as approved by the Plan Commission are deemed to comply with these requirements.

Request. As Developer and Declarant for Creekside Corporate Park Property Owners Corporation, we request that the Plan Commission and Common Council approve the PUD Amendment by amending Section 2 (E) of the PUD as proposed above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Faber", with a small flourish at the end.

Michael Faber
Director, Creekside Corporate Park Property Owners Corporation
Manager, Creek Two Land LLC (Declarant)

City of Oak Creek – Planned Unit Development (PUD)
AMENDED Conditions and Restrictions
Creekside Corporate Park

Applicant:	Mike Faber, Creek Two Land, LLC	Approved by Plan Commission: TBD
Property Address(es):	9801 S. 13 th St., 9809 S. Stern St., 9875 S. Stern St., 9905 S. 13 th St., & 9955 S. 13 th St.	Approved by Common Council: TBD (Ord. TBD, Amend. Ord. 2541)
Tax Key Number(s):	904-9015-000, 904-9018-000, 904-9017-000, 926-9030-000, & 926-9037-000	

1. LEGAL DESCRIPTION

- 9801 S. 13th St. - CSM 6875 PARCEL 1 NE 1/4 SEC 30-5-22 (4.85 ACS).
- 9809 S. Stern St. - CSM NO 7261 OUTLOT 1 NE 1/4 SEC 30-5-22 (1.3638 ACS).
- 9875 S. Stern St. - CSM NO 7261 LOT 1 NE 1/4 SEC 30-5-22 (6.436 ACS).
- 9905 S. 13th St. - CSM NO 8285 LOT 1 NE & SE 1/4 SEC 30-5-22 (5.6069 ACS).
- 9955 S. 13th St. - CERTIFIED SURVEY MAP NO. 9366, SE 1/4 SEC 30-5-22, LOT 1.

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. 2541, except as specifically modified in these Conditions and Restrictions, are in effect.**
- C. A General Development Plan (see Exhibit A) for the Planned Unit Development shall be approved by the City of Oak Creek Common Council upon recommendation of the Plan Commission. Any addition or substantive change to a Planned Unit Development subsequent to construction and occupancy shall be considered a new and separate proposal, and shall be required to comply with all of the review and approval requirements of this district, including the requirement for submittal of development plans and the conduct of public hearings.
- D. A precise detailed site plan for each developable parcel within the Planned Unit Development shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building or occupancy permits. This plan shall be in substantial conformance with the adopted General Development Plan (see Exhibit A) and show and describe the following:
 - 1) **General Development Plan**
 - a) Detailed building/structure location(s) with setbacks
 - b) Square footage of all buildings/structures
 - c) Area(s) for future expansion/phases
 - d) Area(s) to be paved
 - e) Access drive(s) (width and location)
 - f) Sidewalk location(s)
 - g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number & type(s) of dwellings
 - iii) Number of all parking spaces
 - iv) Dimensions
 - 2) **Landscape Plan**
 - 1. Screening plan, including parking lot screening/berming
 - 2. Number, initial & mature sizes, and types of plantings
 - c) Percentage open/green space
 - 3) **Building Plan**
 - a) Architectural elevations (w/dimensions)
 - b) Building floor plans (w/dimensions)
 - c) Materials of construction (including colors)
 - 4) **Lighting Plan**
 - a) Types & color of fixtures
 - b) Mounting heights
 - c) Types & color of poles

- 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

- d) Photometrics of proposed fixtures
- 5) Grading, Drainage and Stormwater Management Plan**
 - 1. Contours (existing & proposed)
 - 2. Location(s) of storm sewer (existing and proposed)
 - 3. Location(s) of stormwater management structures and basins (if required)
- 6) Fire Protection**
 - a) Locations of existing & proposed fire hydrants
 - b) Interior floor plan(s)
 - c) Materials of construction
 - d) Materials to be stored (interior & exterior)

- C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.
- D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the City Engineer for approval, if required. The City Engineer's approval must be received prior to the issuance of any building permits.
- E. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- F. Plans and specification for any necessary public improvements within developed areas (e.g., sanitary sewer, water main, storm sewer, etc.) shall be subject to approval by the City Engineer.
- G. If required by the City of Oak Creek, public easements for telephone, electric power, sanitary sewer, storm sewer, and water main shall be granted. Said easements shall be maintained free and clear of any buildings, structures, trees, or accessory outdoor appurtenances. Shrubbery type plantings shall be permitted, provided there is access to each of the aforementioned systems and their appurtenances.
- H. All future land divisions shall follow subdivision plat, and/or condominium plat, and/or certified survey map procedures. If required by the Common Council, a development agreement shall be completed between the owner and the City prior to approval of said land division document to ensure the construction/installation of public improvements required in these Conditions and Restrictions, Chapter 14 (as amended), and all other applicable Sections of the Municipal Code (as amended).
- I. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- J. An overall landscaping plan for the entire Planned Unit Development shall be approved by the Plan Commission prior to the approval of detailed site and building plans for each phase.
- K. For each stage of development, detailed landscaping plans showing location, types, and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit.

3. PARKING AND ACCESS

- A. Off-street parking for sites within this Planned Unit Development shall be provided based on applicable Sections of the Municipal Code (as amended).
- B. All parking areas shall be designed in accordance with Section 17.0501 of the Municipal Code (as amended), the City of Oak Creek Engineering Design Manual, and as approved by the Plan Commission.
- C. Other parking arrangements, showing traffic circulation and dimensions, shall be submitted to the Plan Commission for approval.
- D. All off-street parking areas shall be landscaped in accordance with Section 17.0505 of the Municipal Code (as amended) and all site and building plan approvals by the Plan Commission.

4. LIGHTING

- A. All plans for new outdoor lighting shall be reviewed and approved by the Plan Commission or their designee. For each stage of the development, the plans shall show the location of all lights, type of fixture and poles, mounting height and photometrics of the fixture, and shall be in accordance with Sec. 17.0509 of the Municipal Code (as amended) and plans approved by the Plan Commission.
- B. Wooden light poles may not be used.
- C. Light fixtures are not permitted within required buffer yards.

5. LANDSCAPING

See Ord. 2541 Conditions and Restrictions (Exhibit B).

6. ARCHITECTURAL STANDARDS

See Ord. 2541 Conditions and Restrictions (Exhibit B).

7. BUILDING AND PARKING SETBACKS

See Ord. 2541 Conditions and Restrictions (Exhibit B).

8. MAINTENANCE AND OPERATION

- A. The number, size, location, and screening of appropriate solid waste collection units shall be subject to approval of the Plan Commission as part of the required site plan. Solid waste collection and recycling shall be the responsibility of the owner.
- B. Removal of snow from off-street parking areas, walks, and access drives shall be the responsibility of the owners.
- C. There shall be no outdoor storage or display of merchandise permitted as part of this Planned Unit Development.

9. SIGNS

- A. All signs shall conform to the provisions of Sec. 17.0601 – 17.0609 of the Municipal Code (as amended).
- B. No pole signs shall be permitted as part of this Planned Unit Development.
- C. No signs shall be permitted on or in any part of the buffer yard.

10. PERMITTED USES

- A. All permitted uses in the B-3, Office and Professional Business; B-4, General Business; and M-1, Manufacturing zoning districts.
- B. Usual and customary accessory uses to the above listed permitted uses.

11. TIME OF COMPLIANCE

The operator of the Planned Unit Development shall begin installing or constructing the elements required in these Conditions and Restrictions for the Planned Unit Development within twelve (12) months from the date of adoption of the Ordinance authorizing the Planned Unit Development. The approval of the General Development Plan shall expire within forty-eight (48) months after commencing construction if the structure(s) for which an approval has been issued are not substantially completed. The applicant shall re-apply for approval of the General Development Plan prior to recommencing work or construction.

12. 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.

13. VIOLATIONS & PENALTIES

Any violations of the terms of this Planned Unit Development shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Planned Unit Development is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Planned Unit Development, subject to the provisions of paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Planned Unit Development or to seek an injunction regarding any violation of this Planned Unit Development or any other City ordinances.

14. REVOCAION

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

15. 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

(Print Name and Title)

DRAFT

**EXHIBIT A:
 AMENDED GENERAL DEVELOPMENT PLAN (ORD. 2541)
 & SITE PLAN CONDITIONALLY APPROVED 12-13-22**

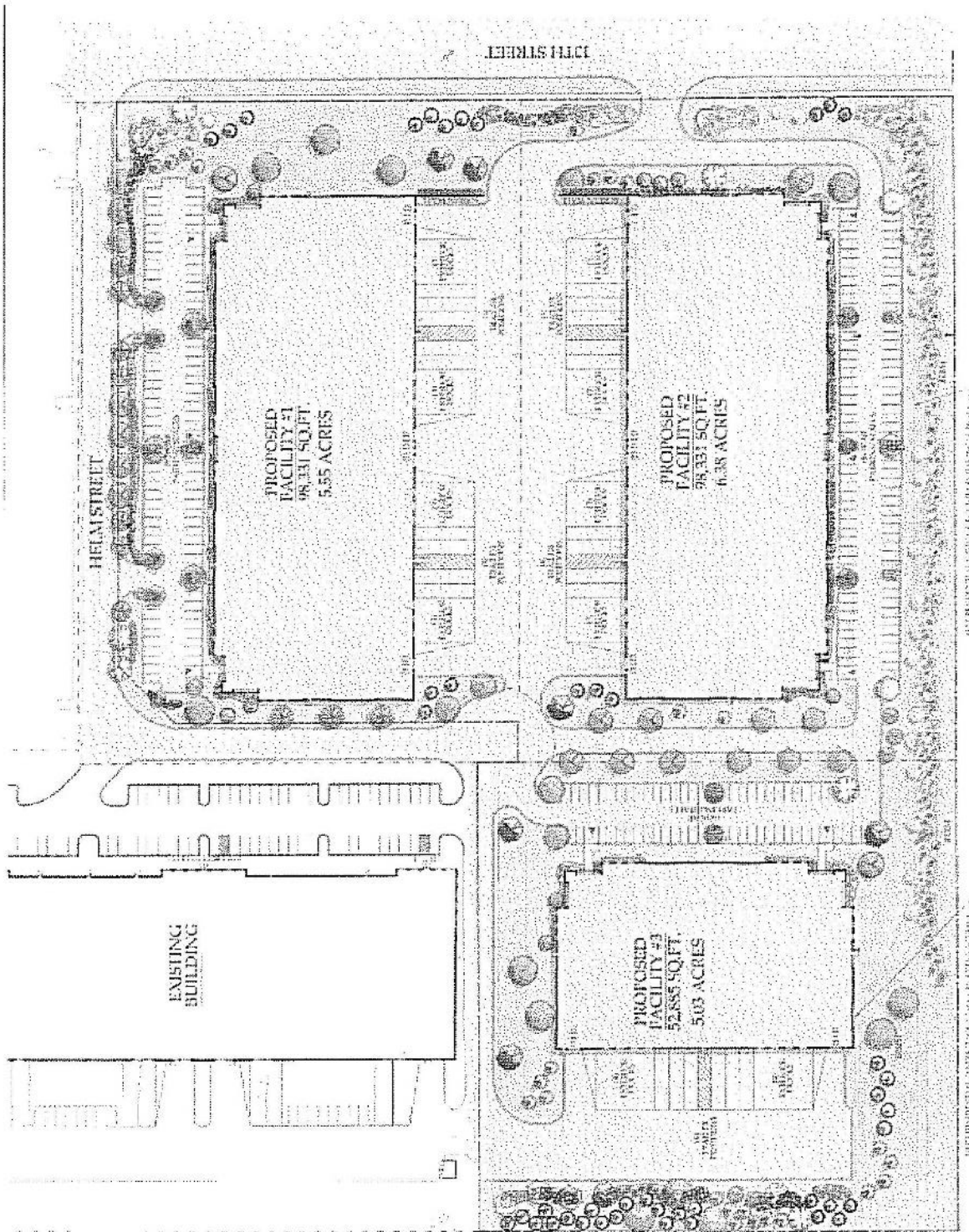
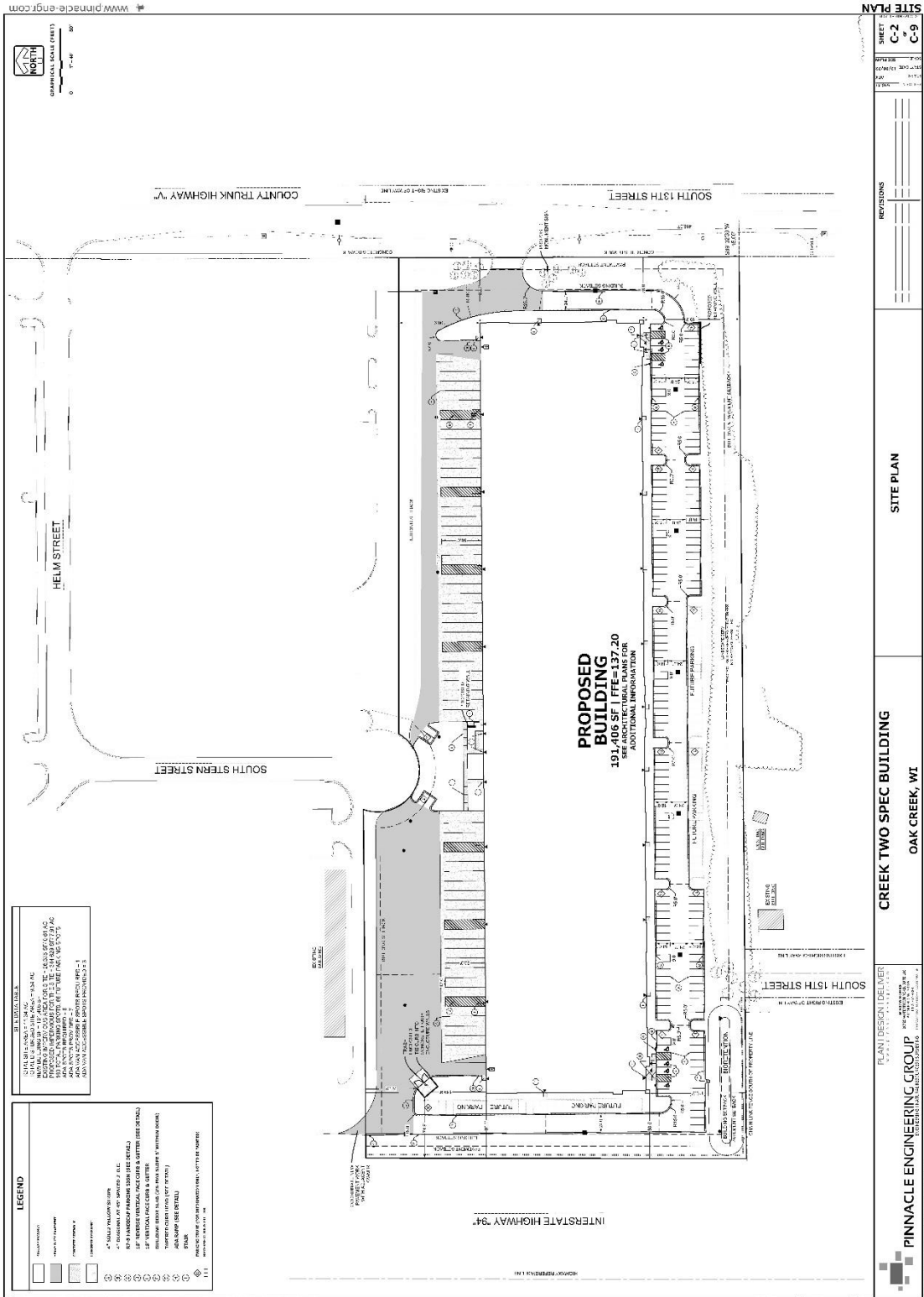


EXHIBIT A: AMENDED GENERAL DEVELOPMENT PLAN (ORD. 2541) & SITE PLAN CONDITIONALLY APPROVED 12-13-22



**EXHIBIT B:
ORD. 2541 CONDITIONS AND RESTRICTIONS**

See Attached.

DRAFT



City of Oak Creek –M-1 Planned Unit Development
Amended Conditions and Restrictions for the
Creekside Corporate Park

Applicant: CenterPoint Properties

Property Address: 9801 & 9841 S. 13th Street

Tax Key Number: 926-9025, 904-9018, 904-9015, and 904-9017

Approved by Plan Commission: November 25, 2008

Approved by Common Council: January 20, 2009 – Ordinance No. 2541

1. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

A. A General Development Plan (see EXHIBIT “A”) for the planned unit development shall be approved by the City of Oak Creek Common Council upon recommendation of the Plan Commission. Any addition or substantive change to a planned unit development subsequent to construction and occupancy shall be considered a new and separate proposal, and shall be required to comply with all of the review and approval requirements of this district, including the requirement for submittal of development plans and the conduct of public hearings.

B. A precise detailed site plan for each developable parcel within the planned unit development 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) **Site Development Plan**
 - a) detailed building locations with setbacks
 - b) square footage of building
 - c) areas for future expansion
 - d) area to be paved
 - e) access drives (width and location)
 - f) sidewalk locations
 - g) parking layout and traffic circulation
 - i) number of employees
 - ii) number of spaces
 - iii) dimensions
 - iv) setbacks
 - h) location of loading berths
 - i) location of sanitary sewer (existing and proposed)
 - j) location of water (existing and proposed)
 - k) location of storm sewer (existing and proposed) including detention/retention basins if needed
 - l) location of outdoor storage
 - m) location of wetlands (field verified)
 - n) location, square footage and height of signs
- 2) **Landscape Plan**
 - a) screening plan for outdoor storage
 - b) number, initial size and type of plantings
 - c) parking lot screening/berming
- 3) **Building Plan**
 - a) architectural elevations
- 4) **Lighting Plan**
 - a) types of fixtures
 - b) mounting heights
 - c) type of poles
 - d) photometrics of proposed fixtures
- 5) **Grading, Drainage and Stormwater Management Plan**
 - a) contours (existing and proposed)
 - b) location of storm sewer (existing and proposed)
 - c) location of stormwater management structures and basins (if required)
- 6) **Fire Protection**
 - a) location of existing and proposed fire hydrants (public and private)
 - b) interior floor plan
 - c) materials of construction

- C. All plans for new buildings, additions, or exterior remodeling shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.
- D. For any new buildings or structures and additions, 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. The owner/developer shall provide for the long-term maintenance of the detention basins.
- E. A Development Agreement shall be completed between the owner and the City, if deemed necessary by the City Engineer, so as to ensure the construction or installation of public or other required improvements.
- F. Plans and specifications for any necessary public improvements within developed areas (e.g. sanitary sewer, water main, storm sewer, etc.) shall be subject to approval by the City Engineer.
- G. If required by the City of Oak Creek, public easements for telephone, electric power, sanitary sewer, storm sewer and water main shall be granted. Said easements shall be maintained free and clear of any buildings, structures, trees or accessory outdoor appurtenances. Shrubbery type plantings shall be permitted; provided there is access to each of the aforementioned systems and their appurtenances.
- H. If there are any future land divisions, a plat or certified survey map shall be prepared, submitted for approval and recorded.
- I. All electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- J. An overall landscaping plan for the entire planned unit development shall be approved by the Plan Commission prior to the approval of detailed site and building plans for each phase.
- K. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit.

2. PARKING AND ACCESS

- A. Off street parking for sites within this planned unit development shall be provided based on Section 17.0403(b) and (d) of the Municipal Code.
- B. All parking areas shall be designed in accordance with Section 17.0403(j) of the Municipal Code and the City of Oak Creek Engineering Design Manual.
- C. Other parking arrangements, showing traffic circulation and dimensions, shall be submitted to the Plan Commission for approval.
- D. All off street parking areas shall be landscaped in accordance with Sections 17.1010 of the

Municipal Code.

- E. The southerly parking lot should be designed so that the aisle is closest to the berm and that no parking spaces directly abut the south property line.*

3. LIGHTING

All plans for new outdoor lighting shall be reviewed and approved by the Plan Commission or their designee. For each stage of the development, the plan shall show the location of all lights, type of fixture and poles, mounting height and photometrics of the fixture and shall be in accord with Section 17.0808 of the Municipal Code. Wooden light poles may not be used. Light fixtures are not permitted within required buffer yards.

4. LANDSCAPING

- A. Parking Lot Screening. Those parking areas for five (5) or more vehicles if adjoining a residential zoning district line or public right-of-way shall be screened from casual view by an earth berm, a solid wall, fence, evergreen planting of equivalent visual density or other effective means approved by the City Plan Commission. Such fence or berm and landscaping together shall be an average of three (3) feet in height between the parking and the street right-of-way and six (6) feet in height between the parking and any adjacent residential property line. All screening materials shall be placed and maintained at a minimum height of three (3) feet. The Plan Commission may require greater screening requirements for parking of large trucks, semi-trailers and large equipment.
1. At least one ornamental deciduous tree, no less than 2.5" caliper, shall be incorporated into the design for every 35 linear feet of public street frontage.
 2. At least 25% of the total green space area shall be landscaped utilizing plant materials, other than maintained turf, that contribute to ground coverage.
 3. For purposes of determining the number of plants necessary to meet the minimum 25% ground coverage requirement, plant types are categorized by their general size and potential mature at-grade coverage area.

<u>Plant Type</u>	<u>Area of Coverage Provided</u>
Evergreen Tree (>8' Dia.)	75 sq. ft.
Large Shrub (6-8' Dia.)	38 sq. ft.
Medium Shrub (4-6' Dia.)	20 sq. ft.
Small Shrub (2-4' Dia.)	12 sq. ft.
Perennial (4.5" Pot)	6 sq. ft.

- * Note shade and ornamental trees are not considered a plant type contributing to "at grade" coverage.

4. To assure a diversity of color, texture and year-round interest, the total number of plant materials must be comprised of a minimum 25% evergreens, but no more than 70%.

B. Interior Landscape Area. All public off-street parking lots which serve five (5) vehicles or more shall be provided with accessory landscaped areas; which may be landscape islands, landscape peninsulas or peripheral plantings totaling not less than five (5) percent of the surfaced area. Landscape islands or peninsulas shall be dispersed throughout the off-street parking area. Landscape islands shall provide a minimum 30-inch clear area for vehicle overhang and snow storage. One shade tree shall be provided within the interior planting area for every 300 square feet of interior landscaping. For parking lots designed for twenty-five (25) parking spaces or more, interior parking lot landscaping shall be provided at the following rates:

PERCENTAGE OF PARKING LOT TO
BE COVERED BY INTERIOR PLANTINGS

Total paved area of lot	Percent of the total paved area which must be interior planting area
0-49,999 sq. ft	5%
50,000 sq. ft. or larger	10%

C. Perimeter Landscape Area.

- (1) In an effort to prevent adjacent parking lots from becoming one large expanse of paving, perimeter landscaping shall be required. The perimeter strip shall be a minimum 5 feet in width. A minimum of one tree and five shrubs is required for every 35 linear feet of the perimeter of the parking area and located within the perimeter landscape area.
- (2) *The existing tree line along the southerly property line shall be retained as a part of the buffer yard for the residential properties to the south.*
- (3) *Enhanced landscaping, in the front setback area along South 13th Street, shall be shown on the approved landscaping plan and shall be installed in accordance with that plan.*

D. Landscaping Adjacent to Buildings. There shall be a minimum three-foot landscaped area provided between the edge of pavement and the entrance elevation of the building.

E. Screening of Trash. Trash receptacles shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.

F. Screening of Ground Mounted Mechanical Equipment. Ground mounted mechanical equipment shall not be located within the front or street yard, and shall be screened from casual view by means of screening that is compatible with the main building/structure and landscaping.

G. Screening of Roof Mounted Mechanical Equipment - Roof mounted mechanical equipment shall be screened from casual view.

H. Retaining Walls. No retaining wall shall exceed four (4) feet in height unless it has been designed and its construction supervised by a Professional Engineer. A retaining wall may be stepped to achieve greater height. Each step of the wall shall be no more than four (4) feet in height and shall be set back a minimum of three (3) feet from the previous step. Acceptable materials for retaining walls are: segmental masonry type, timber, railroad ties, or concrete.

If the retaining wall is constructed of concrete, landscaping must accompany the design of the retaining wall.

- I. Berms. Side slopes of berms shall not exceed a gradient of 1-ft. vertical to 3-ft. horizontal unless approved by the City Engineer. *The berm along the south property line shall be unbroken, so as to provide a continuous screening for the residential properties to the south. This berm shall be in place prior to the issuance of a building permit in the second phase (the Sagan properties).*
- J. Buffer Yards. Appropriate buffers shall be provided between dissimilar uses as set forth in Section 17.0205 (d) of the Municipal Code.
- K. Submittal Requirements. A Landscape Plan (to scale) must be submitted which includes details of all proposed landscaping, buffering and screening, including the estimated cost of the landscaping. These plans shall be prepared by a landscape professional and show the location and dimensions of all existing and proposed structures, parking, drives, right-of-ways and any other permanent features, and all other information required by the Plan Commission, including but not limited to the following:
 - (1) A plant list and coverage chart showing the location, quantity, size (at time of planting and at maturity), spacing and the scientific and common names of all landscape materials used.
 - (2) The location and type of existing trees over four (4) inches in diameter (measured six (6) inches above the ground) within the area to be developed.
 - (3) The location and percent of slope of all proposed berms using one (1) foot contours.
 - (4) Detailed sections showing elevations of all proposed architectural features, such as walls, lighting or water features.
 - (5) Methods used in staking, mulching, wrapping or any other early tree care used.
 - (6) The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule; as well as the approved protection of the identified wetlands and woodlands on the approved plan.
- L. Maintenance. All landscaping installed to implement the approved landscaping plan shall be continuously maintained.

5. ARCHITECTURAL STANDARDS

- A. No building shall be permitted if the design or exterior appearance is of such unorthodox or abnormal character in relation to its surroundings as to be unsightly or offensive to generally accepted taste and community standards.
- B. No building shall be permitted where any exposed facade is not constructed or faced with a finished material which is aesthetically compatible with the other facades of surrounding properties and presents an attractive appearance to the public. Predominant exterior building materials must be of high quality. These include, but are not limited to brick, stone and

tinted/textured concrete masonry units (CMU's). Smooth-faced concrete block, EIFS products (such as Dryvit) or pre-fabricated steel panels are not permitted as a primary exterior building material.

- C. The facade of a manufacturing, commercial *or* office, building shall be finished with an aesthetically pleasing material. *Their total exterior wall surface* shall be finished with glass, brick or decorative masonry material.
- D. Material and color samples shall be submitted to the Plan Commission for review and approval.
- E. The Plan Commission has the discretion to adjust this minimum for building additions.
- F. The relative proportion of a building to its neighboring buildings or to other existing buildings shall be maintained or enhanced when new buildings are built or when existing buildings are remodeled or altered.
- G. The visual continuity of roofs of neighboring buildings and their contributing elements (parapet walls, coping, and cornices) shall be maintained wherever possible in building development and redevelopment. A flat roof appearance is not permitted in commercial or office and professional business zoning districts. There must be some type of visible roof form (parapets, overhanging eaves, sloped roofs) incorporated into the design of the building.
- H. Buildings shall be designed in such a manner that long expanses of blank wall are broken up by the use of windows, articulation or modulation of the building footprint and/or changes in building materials and colors. Visible building facades in excess of 100 feet in length must incorporate recesses and projections along the length of the facade. Windows, awnings, and arcades must be an integral part of the facade abutting a public street. This provision applies to building facades abutting S. 13th Street, I-94 and the main interior private street.
- I. Each principal building shall have a clearly defined, highly visible customer entrance with features such as canopies or porticos, arcades, arches, wing walls, and integral planters.
- J. Sides of a building that are visible from adjoining residential properties and/or public streets should contribute to the pleasing scale features of the building by featuring characteristics similar to the front façade of the building.
- K. Each retail or service establishment in excess of 25,000 square feet gross floor area must contribute to the establishment or enhancement of community and public spaces by providing a community amenity on the premises such as a patio/seating area, water feature, clock tower, or pedestrian plaza with benches. Retail establishments in excess of 100,000 square feet gross floor area must provide at least two of these amenities.
- L. Sidewalks shall be provided along all sides of the lot that abut a public street, and a continuous internal pedestrian walkway must be provided from the perimeter public sidewalk to the principal customer entrance. The internal pedestrian walkways must be distinguished from driving surfaces through the use of contrasting materials to enhance pedestrian safety. Examples of acceptable materials include, but are not limited special pavers, bricks, or scored concrete.
- M. Dumpsters and other trash receptacles shall be *provided in an appropriate number and location and they shall be* fenced and/or screened from view from street rights-of-way and adjacent residential uses.

- N. The Plan Commission shall impose time schedules for the completion of buildings, parking areas, open space utilization, and landscaping. The Plan Commission may require appropriate sureties to guarantee that improvements will be completed on schedule.; as well as the approved protection of the identified wetlands and woodlands on the approved plan.

6. BUILDING AND PARKING SETBACKS

	Front and Street Setback	Rear Setback	Side Setback
Principal Structure	40 ft.	20 ft.	20 ft.
Accessory Structure	40 ft.	5 ft.	5 ft.
Off-street Parking	40 ft.	5 ft.	5 ft.

- A. No building, structure or land within 100 feet of a residence district boundary line shall be used in connection with the operation of any establishment except off-street parking and off-street loading may be located within this area in accordance with regulations set forth in Section 17.0402 and 17.0403 of this ordinance.
- B. A Buffer Yard shall be created and maintained around all business and manufacturing districts that abut upon residential zoning districts. Buffer yards shall be a minimum of 20 feet in width; shall be in addition to the required street setbacks, side setbacks, and rear setbacks; and shall screen business or manufacturing uses from adjoining lands in such a manner that:
- (1) If the buffer yard is composed entirely of plant materials, it shall be of sufficient initial depth and height and of such varieties as to provide adequate visual screening within no more than two years and during all seasons of the year.
 - (2) Where architectural walls or fences are used, sufficient landscaping shall be used in conjunction with such wall or fence to create an attractive view from the residential side, and all walls and fences shall be maintained in a structurally sound and attractive condition. Any wall or fence shall be not less than four (4) feet nor more than six (6) feet in height.
 - (3) All landscaping shall be maintained by the owner or operator to the satisfaction of the Building Commissioner.
 - (4) Where the land adjacent to the buffer yard is a parking lot, the buffer yard shall be sufficiently opaque to prevent the penetration of headlight glare. Overhead lighting installed adjacent to a buffer yard shall not throw any rays onto adjacent residential properties.

7. MAINTENANCE AND OPERATION

- A. The number, size, location and screening of appropriate solid waste collection units shall be subject to approval of the Plan Commission as part of the required site plan. Solid waste collection and recycling shall be the responsibility of the owner.
- B. Removal of snow from off-street parking areas, walks and access drives shall be the responsibility of the owners.
- C. There shall be no outdoor storage or display of merchandise permitted as part of this planned

unit development.

8. SIGNS

- A. All signs shall conform to the provisions of Sec. 17.0706 of the Municipal Code.
- B. No pole signs shall be permitted as part of this planned unit development.
- C. No signs shall be permitted on or in any part of the buffer yard.

9. PERMITTED USES

- A. All permitted uses in the B-3, Office and Professional Business, B-4, Highway Business and M-1 Manufacturing zoning districts.
- B. Usual and customary accessory uses to the above listed permitted uses.

10. TIME OF COMPLIANCE

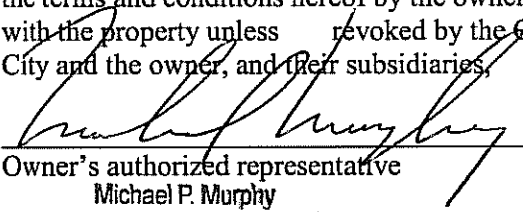
The operator of the planned unit development shall begin installing or constructing the elements required in these conditions and restrictions for the planned development within twelve (12) months from the date of adoption of the ordinance authorizing the planned unit development. The approval of the General Development Plan shall expire within forty-eight (48) months after commencing construction, if the structure(s) for which an approval has been issued are not substantially completed. The applicant shall re-apply for approval of the General Development Plan prior to recommencing work or construction.

11. OTHER REGULATIONS

Compliance with all other applicable City, State and Federal regulations, not heretofore stated or referenced, is mandatory.

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's authorized representative
Michael P. Murphy
Executive VP, Development

2-27-09
Date

(please print name)



PLAN COMMISSION REPORT

Proposal: Certified Survey Map

Description: Review of a Certified Survey map request to combine and reconfigure portions of the properties at 641 & 819R E. Drexel Ave.

Applicant(s): Ryan Janssen, Janssen Bruckner LLC

Address(es): 641 & 819R E. Drexel Ave. (portions) (1st Aldermanic District)

Suggested Motion: That the Plan Commission recommends to the Common Council that the Certified Survey Map submitted by Ryan Janssen, Janssen Bruckner LLC, for portions of the properties at 641 and 819R E. Drexel Ave. be approved with the following conditions:

1. That the Sanitary Easement on the south is shown on the map prior to recording.
2. That the symbology used for the drainage ditch is changed for clarity prior to recording.
3. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Owner(s): JANSSEN BRUCKNER LLC, A WI LLC

Tax Key(s): 814-9075-000; 814-9076-000; 815-9027-000; & 815-9028-000

Lot Size(s): See CSM

Current Zoning District(s): Rs-3, Single Family Residential FW, Floodway

Overlay District(s): FF, Flood Fringe

Wetlands: Yes No **Floodplain:** Yes No

Comprehensive Plan: Single-Family Detached, Flex Overlay

Background:

The applicant is requesting approval of a Certified Survey Map (CSM) for the properties at 641 & 819 E. Drexel Ave. As proposed, two (2) new single-family residential lots would be created: Lot 1 = 0.283 acres,

and Lot 2 = 0.278 acres. Lots 3 and 4 are combining parcels that had previously been separate in CSM 9417 & CSM 9418.

Following the division, the proposed Lot 1 and Lot 2 will become two (2) separate building sites. All the lots will meet minimum lot size and frontage requirements for Rs-3, Single-Family Residential zoning district. Dedication of the 60-foot-wide right of way for the future public road through the parcel, which will provide access from Drexel Ave. to the proposed lots and adjacent lot to the east has been included in the map. The applicant intends to rezone Lot 3 and Lot 4 to Rd-1, Planned Unit Development. Lot 3 and Lot 4 will meet the minimum lot size and frontage requirements for the Rd-1, Two-Family Residential District. The proposed rezone and PUD will be reviewed in the next agenda item.

The Certified Survey Map is missing a Sanitary Easement on the southern part of the property. This will need to be shown on the map prior to recording. Staff also recommends changing the symbology used for the drainage ditch to allow for more visibility. These two suggestions have been included in the recommended conditions of approval above.

Options/Alternatives: The Plan Commission may recommend Common Council approval of the proposed Certified Survey Map with specified conditions, or that the Common Council not approve of the proposed CSM. Disapproval would affect the anticipated future development of these properties.

Respectfully submitted:



Kristi Porter
Community Development Director

Prepared:



Melanie Pérez
Planner

Approved:



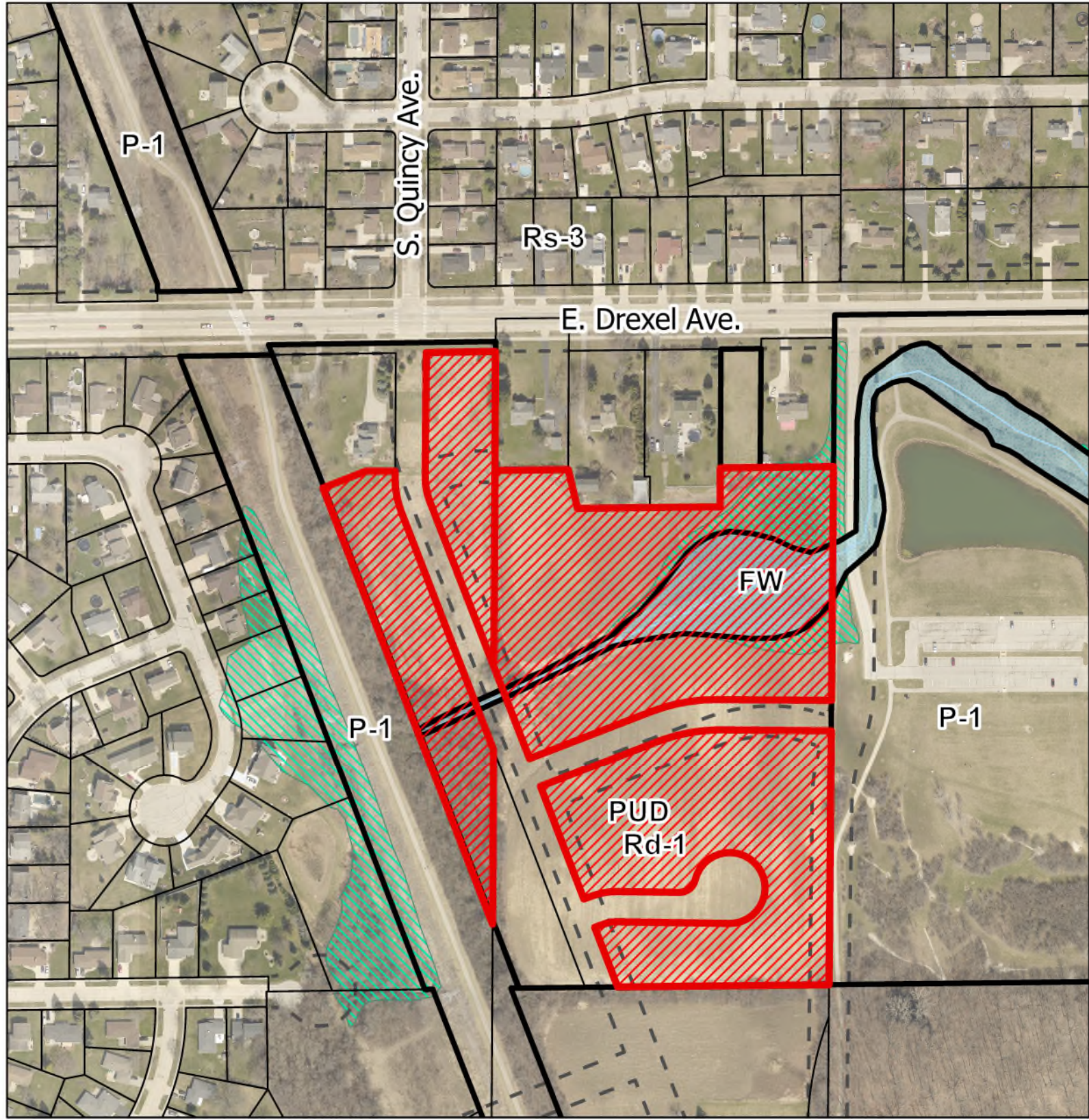
Kari Papelbon, CFM, AICP
Senior Planner

Attachments:

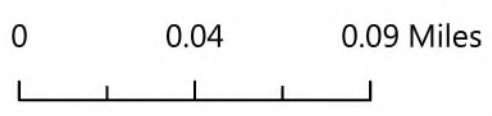
- Location Map
- Proposed CSM (4 pages)

Location Map

641 & 819 E. Drexel Ave.



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



- Legend**
- Zoning
 - Flood Fringe
 - Official Street Map
 - Parcels
 - Floodway
 - 641 & 819 E. Drexel Ave.

PRELIMINARY

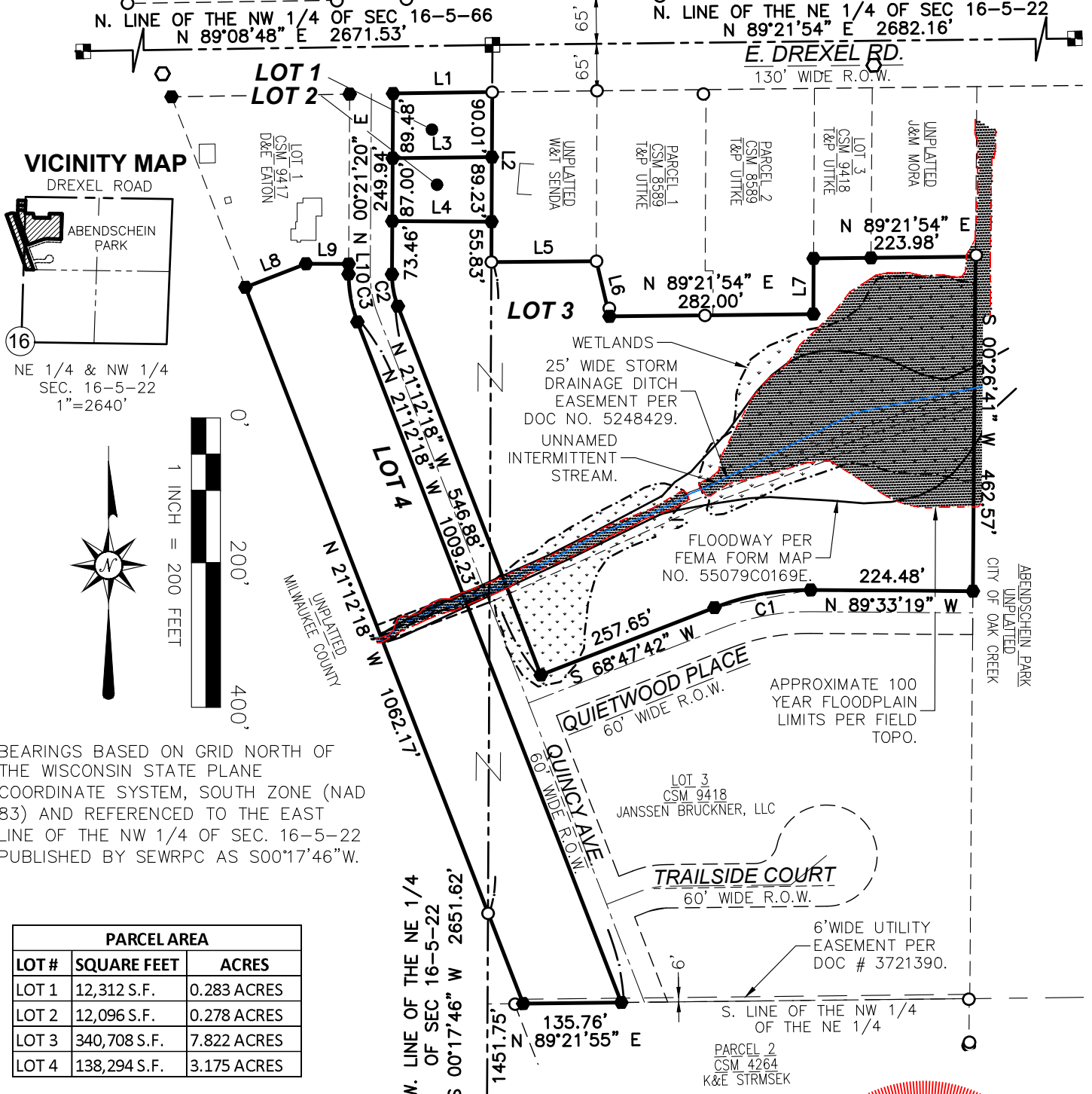
MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

LOT 2 AND LOT 3 OF CSM 9417 RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS JUNE 21, 2022, AS DOCUMENT NUMBER 11258440, AND LOT 2 AND LOT 4 OF CSM 9418, BEING PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

NW CORNER SECTION 16-5-22
 CONC. MON. W/ SEWRPC BRASS CAP FND.
 N: 335,430.98
 E: 2,528,031.16
 WI-SPC S. ZONE NAD (83)

N 1/4 CORNER SECTION 16-5-22
 CONC. MON. W/ SEWRPC BRASS CAP FND.
 N: 335,470.70
 E: 2,530,702.22
 WI-SPC S. ZONE NAD (83)

NE CORNER SECTION 16-5-22
 CONC. MON. W/ SEWRPC BRASS CAP FND.
 N: 335,550.42
 E: 2,533,384.11
 WI-SPC S. ZONE NAD (83)



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83) AND REFERENCED TO THE EAST LINE OF THE NW 1/4 OF SEC. 16-5-22 PUBLISHED BY SEWRPC AS S00°17'46"W.

PARCEL AREA		
LOT #	SQUARE FEET	ACRES
LOT 1	12,312 S.F.	0.283 ACRES
LOT 2	12,096 S.F.	0.278 ACRES
LOT 3	340,708 S.F.	7.822 ACRES
LOT 4	138,294 S.F.	3.175 ACRES

CENTER OF SECTION 16-5-22 CONC. MON. W/ SEWRPC BRASS CAP FND.
 N: 332,819.05
 E: 2,530,688.53
 WI-SPC S. ZONE NAD (83)



PREPARED FOR:
 JANSSEN BRUCKNER, LLC
 PO BOX 486
 MUKWONAGO, WI 53149

LAND SURVEYING • LAND PLANNING
 111 W. 2ND STREET
 OCONOMOWOC, WI 53066
 WWW.LANDTECHWI.COM
 (262) 367-7599

DATED 03/08/2024
 JOB# 21279

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

LOT 2 AND LOT 3 OF CSM 9417 RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS JUNE 21, 2022, AS DOCUMENT NUMBER 11258440, AND LOT 2 AND LOT 4 OF CSM 9418, BEING PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF LAND BEING LOT 2 AND LOT 3 OF CSM 9417 RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS JUNE 21, 2022, AS DOCUMENT NUMBER 11258440, AND LOT 2 AND LOT 4 OF CSM 9418, BEING PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

LOT 2 AND LOT 3 OF CSM 9417, AND LOT 2 AND LOT 4 OF CSM 9418 BEING PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

LANDS AS DESCRIBED HAVING AN AREA OF 503,410 SQUARE FEET OR 11.558 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF THE JANSSEN BRUCKNER, LLC OWNER OF SAID LANDS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF S. 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION CONTROL ORDINANCE OF MILWAUKEE COUNTY AND THE CITY OF OAK CREEK IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20____.

MATTHEW T. O'ROURKE, S-2771





CURVE TABLE

CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	360.00'	21°38'59"	136.03'	135.22'	S 79°37'11" W	N 89°33'19" W	S 68°47'42" W
C2	120.00'	21°33'38"	45.16'	44.89'	N 10°25'29" W	N 21°12'18" W	N 00°21'20" E
C3	180.00'	21°33'38"	67.73'	67.34'	N 10°25'29" W	N 21°12'18" W	N 00°21'20" E

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°08'48" E	137.17'
L2	S 00°17'46" W	235.06'
L3	N 89°21'57" E	137.25'
L4	S 89°42'11" E	137.31'
L5	N 89°32'48" E	145.32'
L6	S 13°19'19" E	78.38'
L7	N 00°17'38" E	76.97'
L8	N 68°47'42" E	90.01'
L9	S 89°46'36" E	58.88'
L10	N 00°21'20" E	13.95'

LEGEND

-  SECTION CORNER MONUMENT
-  FOUND 3/4 REBAR" OR NOTED
-  FOUND 1" IRON PIPE OR NOTED
-  SET 0.75" O.D. X 18" REBAR WEIGHING 1.502 LBS/FT.

NOTES:

- WETLANDS ARE SHOWN PER A DELINEATION COMPLETED BY HEARTLAND ECOLOGICAL GROUP, INC. DATED 06/25/2021, AND 06/10/2022.
- FLOODPLAIN SHOWN PER APPROXIMATE 100 YEAR FLOODPLAIN LIMITS DELINEATED BY LANDTECH SURVEYING FIELD SURVEY.
- FLOODWAY IS SHOWN PER FEMA FIRMETTE MAP NO. 55079C0169E, EFF. 09/26/2008.
- THIS PARCEL IS SUBJECT TO ALL OTHER EASEMENTS, INCLUDING UTILITY EASEMENTS AND RESTRICTIONS, EITHER RECORDED OR UNRECORDED, IF ANY.
- REFERENCE CSM 9418 AND CSM 9417 FOR RECORD BEARINGS AND DISTANCES.

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

LOT 2 AND LOT 3 OF CSM 9417 RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS JUNE 21, 2022, AS DOCUMENT NUMBER 11258440, AND LOT 2 AND LOT 4 OF CSM 9418, BEING PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE:

JANSSEN BRUCKNER, LLC, A WISCONSIN LIMITED LIABILITY COMPANY (LLC), DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS PLAT.

JANSSEN BRUCKNER, LLC, DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF OAK CREEK.

IN WITNESS WHEREOF, THE SAID JANSSEN BRUCKNER, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY:

_____, ITS AUTHORIZED MEMBER, AT _____ WISCONSIN,
THIS _____, DAY OF _____, 20_____.

IN THE PRESENCE OF:

TITLE: _____

PRINT NAME: _____

SIGNED: _____

CORPORATE OWNER'S NOTARY CERTIFICATE

STATE OF _____)

_____ (COUNTY)SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 20____, _____ AS AUTHORIZED MEMBER OF JANSSEN BRUCKNER, LLC, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH AUTHORIZED MEMBER, AND ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID LLC, BY ITS AUTHORITY.

NOTARY SIGNATURE _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

MILWAUKEE CO. CERTIFIED SURVEY MAP NO. _____

LOT 2 AND LOT 3 OF CSM 9417 RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS JUNE 21, 2022, AS DOCUMENT NUMBER 11258440, AND LOT 2 AND LOT 4 OF CSM 9418, BEING PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 16, TOWN 5 NORTH, RANGE 22 EAST, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

_____, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING AND MAPPING OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF JANSSEN BRUCKNER, LLC, OWNER.

IN WITNESS WHEREOF, _____
HAS CAUSED THESE PRESENTS TO BE SIGNED BY, _____ITS _____,

AT _____ WISCONSIN, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS
_____ DAY OF _____, 20_____.

IN THE PRESENCE OF:

CORPORATE NAME

PRINT TITLE: _____ DATE

CORPORATE MORTGAGEE NOTARY CERTIFICATE

STATE OF WISCONSIN)
_____ COUNTY)SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 20_____,
_____, _____ OF THE ABOVE NAMED CORPORATION, TO ME
KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH
_____ OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE
FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY SIGNATURE _____
PRINT NAME _____
MY COMMISSION EXPIRES _____

CITY OF OAK CREEK PLANNING COMMISSION

THIS LAND DIVISION AND ROADWAY DEDICATION IS HEREBY APPROVED BY THE CITY OF OAK CREEK PLAN
COMMISSION THIS _____ DAY OF _____, 20_____.

DANIEL BUKIEWICZ, CHAIRMAN _____ KARI PAPELBON, SECRETARY

CITY OF OAK CREEK COMMON COUNCIL

THIS LAND DIVISION AND ROADWAY DEDICATION IS HEREBY APPROVED BY THE CITY OF OAK CREEK COMMON
COUNCIL THIS _____ DAY OF _____, 20_____.

DANIEL BUKIEWICZ, MAYOR _____ CATHERINE ROESKE, CITY CLERK



PLAN COMMISSION REPORT

Proposal: Rezone and Planned Unit Development Amendments – 641 & 819R E. Drexel Ave. (portions)

Description: Review a request by Ryan Janssen, Janssen Bruckner LLC, to rezone to Rd-1, Two-Family Residential (NO CHANGE TO FW, Floodway or FF, Flood Fringe Districts) and to amend the Planned Unit Development affecting portions of the properties at 641 & 819R E. Drexel Ave.

Applicant(s): Janssen Bruckner, LLC

Address(es): 641 & 819R E. Drexel Ave. (portions) (1st Aldermanic District)

Suggested Motion: That the Plan Commission recommends to the Common Council that portions of the properties at 641 & 819R E. Drexel Ave. be rezoned to Rd-1, Two-Family Residential (NO CHANGE TO FW, Floodway or FF, Flood Fringe Districts) with amendments to the Conditions and Restrictions as part of the Planned Unit Development after a public hearing.

Owner(s): JANSSEN BRUCKNER LLC, A WI LLC

Tax Key(s): 814-9075-000; 814-9076-000; 815-9027-000; & 815-9028-000

Lot Size(s): See CSMs (previous agenda items)

Current Zoning District(s): Rs-3, Single Family Residential FW, Floodway

Overlay District(s): FF, Flood Fringe

Wetlands: Yes No Floodplain: Yes No

Comprehensive Plan: Single-Family Detached, Flex Overlay

Background:

This proposal was approved by the Plan Commission previously in 2022. Due to several extenuating circumstances, staff are proposing Amended Conditions and Restrictions for Plan Commission review.

A Certified Survey Map affecting these properties was reviewed the previous agenda item, and this request is directly related to the proposed Condominium Plat in the next agenda item. The following amendments are incorporated into the Amended Conditions and Restrictions for consideration:

1. Correction of an error in the road name for Section 2(F).
2. Clarification in Section 2(J) regarding landscaping requirements.
3. Clarification of Section 3(D) regarding Condominium Plat requirements. Note that the previous requirement for the Condominium Plat and Declaration to be reviewed and approved prior to issuance of any permits for the development has been removed.
4. Update to the current Code for Section 5(A).
5. Update to Section 8 for compliance with Statute.

If the Commission is comfortable with the Conditions and Restrictions as proposed, the appropriate action would be to recommend that the Common Council approve them as part of the approval for the PUD.

Options/Alternatives: The Plan Commission may recommend Common Council approval of the proposed rezone request and PUD, or that the Common Council not approve of the proposal. Should the request not be recommended for approval, Plan Commissioners must provide the Code Sections upon which the denial is based so that the Applicant may revise and resubmit (if necessary). However, disapproval would likely result in the existing vacant and underutilized condition of the properties to remain.

Respectfully submitted:



Kristi Porter
Community Development Director

Prepared:



Melanie Perez
Planner

Approved:



Kari Papelbon, CFM, AICP
Senior Planner

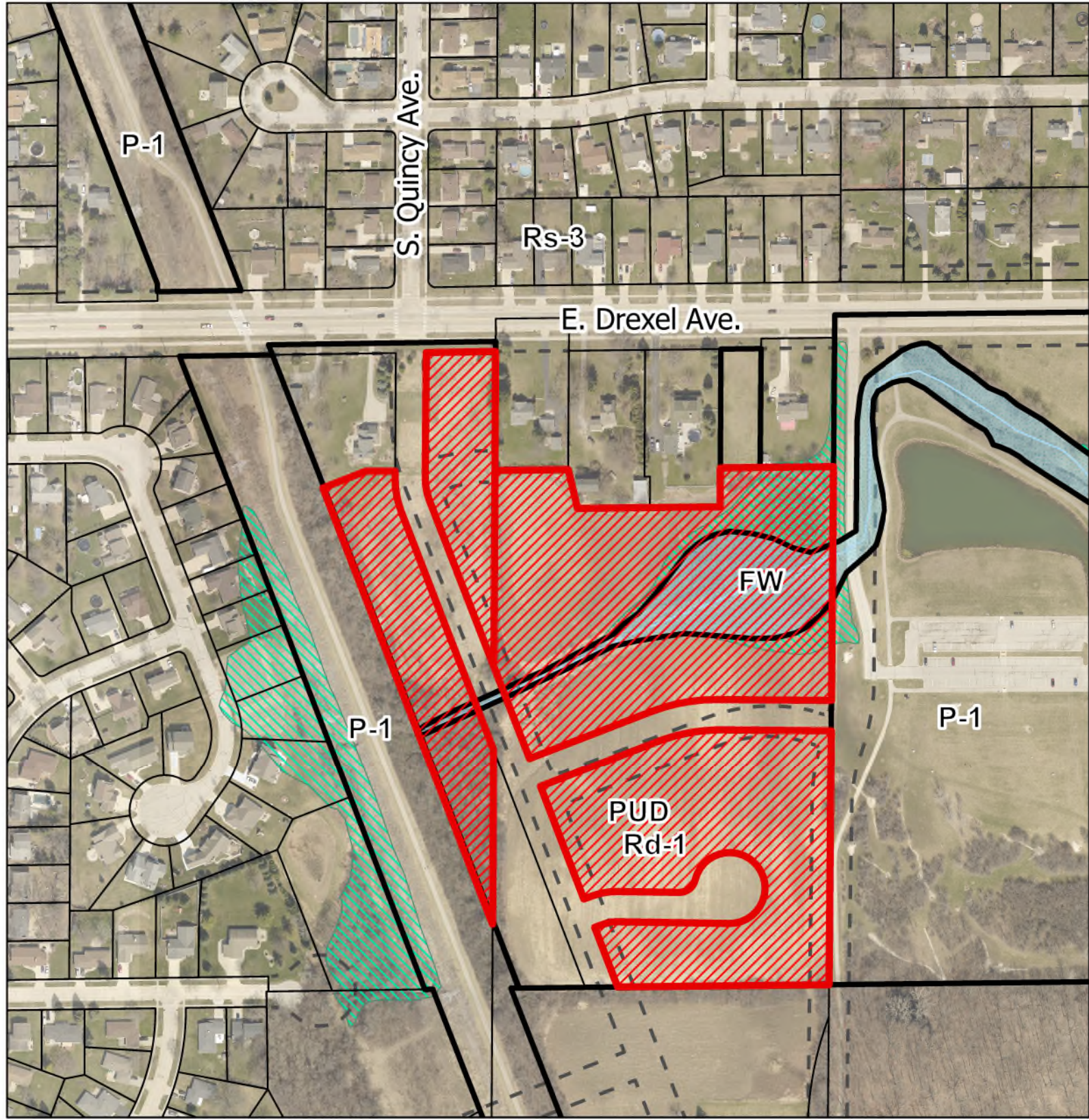
Attachments:

Location Map

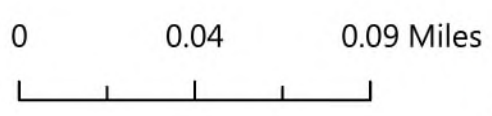
Draft Amended Conditions and Restrictions (12 pages)

Location Map

641 & 819 E. Drexel Ave.



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



Legend

- Zoning
- Flood Fringe
- Official Street Map
- Parcels
- Floodway
- 641 & 819 E. Drexel Ave.

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

Applicant: Janssen Bruckner, LLC
Property Address(es): 641 & 819R E. Drexel Ave.
(portions)
Tax Key Number(s): 814-9999-000 & 815-9995-002
(portions)

Approved by Plan Commission: TBD
Approved by Common Council: TBD
(Ord. #TBD, Amend. Ord. #3033)

1. LEGAL DESCRIPTION

Parcel 1, 641 E. Drexel Ave. - That part of the East 25 acres of the North East ¼ of the North West ¼ of Section 16, Township 5 North, Range 22 East, in the City of Oak Creek, formerly the Town of Oak Creek, (also known as a part of School Section Lot 3) lying Easterly of the right-of-way of the Chicago and Milwaukee Rail Road Company, now known as the Chicago North Shore and Milwaukee Rail Road Company. More particularly described as follows, to-wit: Beginning at the NE corner of said NW ¼ of Section 16, Town 5 North, Range 22 East, thence S 89° 09' 31" W along the North line of said ¼ Section 469.08 ft. to a point on the Easterly Right of Way line of the Chicago North Shore and Milwaukee Railroad; thence S 21° 11' 45" E and along said Easterly Right of Way line 1280.05 ft. to a point on the East line of said ¼ Section; thence N 00° 17' 45" E along said East line of said ¼ Section 1200.38 ft. to place of beginning, containing 6.462 acres of land. Lot 2 & a portion of Lot 3 (excepting future Lots 3 & 4 per Exhibit B) of a Certified Survey Map to be recorded.

Parcel 2, 819R E. Drexel Ave. – The West ½ of the West ½ of the North ½ of the North East of Section 16, in Township 5 North, Range 22 East, in the City of Oak Creek, County of Milwaukee and State of Wisconsin. Lots 2, 3, & 4 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. A precise detailed site plan for the area affected by the Planned Unit Development shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building permits for each phase. This plan shall be in substantial conformance with the adopted General Development Plan (see Exhibit A) and show and describe the following:

1) **General Development Plan**

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

2) **Landscape Plan**

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

3) **Building Plan**

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

4) **Lighting Plan**

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

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

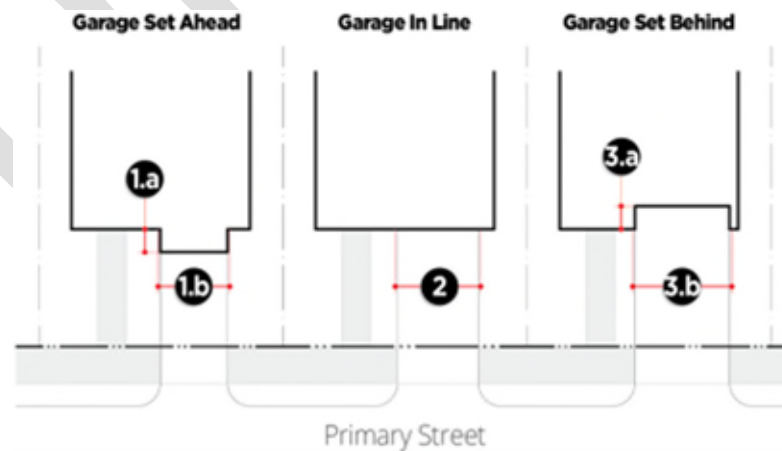
- 1. Contours (existing & proposed)
- 2. Location(s) of storm sewer (existing and proposed)
- 3. Location(s) of stormwater management

- l) Location(s) of wetlands (field verified)
 - m) Location(s) and details of sign(s)
 - n) Location(s) and details of proposed fences/gates
- structures and basins (if required)
- 6) Fire Protection**
 - a) Locations of existing & proposed fire hydrants
 - b) Interior floor plan(s)
 - c) Materials of construction
 - d) Materials to be stored (interior & exterior)
- C. Homes constructed within this planned unit development shall be one of six (6) approved designs (see Exhibit C). Building permits for individual homes do not require additional Plan Commission review provided they conform to the approved general development plan and these conditions and restrictions.
- D. All plans for additions, site modifications, and landscaping shall be submitted to the Plan Commission for their review and approval prior to the issuance of a building permit.
- E. 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.
- F. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements (e.g., **S. Quincy Ave., E. Quietwood Pl., E. Trailside Ct., utilities, etc.**) required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- G. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.
- H. All future land divisions shall follow subdivision plat, and/or condominium plat, and/or certified survey map procedures. If required by the Common Council, a development agreement shall be completed between the owner and the City prior to approval of said land division document to ensure the construction/installation of public improvements required in these Conditions and Restrictions, Chapter 14 (as amended), and all other applicable Sections of the Municipal Code (as amended).
- I. Prior to the issuance of any permits for any portion of the development, the Applicant/landowner shall submit all City-approved Certified Survey Maps for recording.
- J. A Master Landscaping Plan for the overall development shall be submitted to the Plan Commission for approval prior to the review of any project within the Planned Unit Development. For each stage of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit. Landscaping in accordance with the approved plan shall be installed for each phase **in its entirety** prior to the issuance of Occupancy Permits for that phase. **Requests for Occupancy Permits between November 1 and April 30 shall provide a landscape escrow in conformance with local policy requirements.**

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. There shall be a maximum of 33 single-family attached buildings, and a maximum of 66 single-family attached units. Each unit shall have an attached garage.
- B. Attached garages shall

1. Be subordinate to the principal building.
2. Not exceed fifty (50) percent of the livable area of the principal building.
3. Share a common wall and roof with the principal building.
4. Provide internal access to the principal building.
5. Not exceed the height of the principal building.
6. Not include doors that exceed eight (8) feet in height.
7. Meet the following standards (see graphic):
 - i. **Garage Set Ahead.**
 1. The garage may be set ahead a maximum of five (5) feet from the front façade of the home, inclusive of porches, bay windows, or other minor projections.
 2. If the garage is set ahead from the front façade of the home, as detailed in (1) above, it shall not exceed forty-five (45) percent of the façade's total width.
 - ii. **Garage In Line.** If the garage is in line with the front façade of the home, exclusive of porches, bay windows, or other minor projections, it shall not exceed fifty (50) percent of the façade's total width.
 - iii. **Garage Set Behind.**
 1. The garage may be set behind the front façade of the home, exclusive of porches, bay windows, or other minor projections, a minimum of one (1) foot.
 2. If the garage is set behind the front façade of the home, as detailed in (1) above, it shall not exceed fifty-five (55) percent of the façade's total width.



- C. Exterior building materials shall be traditional, time- and weather-tested materials and techniques.
1. Exterior building materials utilized on the ground floor shall be limited to wood, masonry, stucco, fiber cement, or stone veneer systems. Stone veneer systems utilized on the ground floor shall

have a minimum thickness of three (3) inches.

2. Exterior building materials utilized on upper floors may include all materials permitted on the ground floor as well as EIFS, stone veneer systems, or precast panels with inlaid or stamped brick texture. All materials utilized on upper floors shall have a minimum thickness of one (1) inch and shall be structurally integrated into the façade of the building.

D. Deed restrictions (private) and condominium bylaws/**declarations**, while not enforceable through the City, (to the extent they do not violate Municipal Code or these conditions and restrictions) shall be reviewed and approved by the Plan Commission **as part of the required local review process for any Condominium Plat. Any Condominium Plat with associated deed restrictions and condominium bylaws/declarations shall be recorded with the Milwaukee County Register of Deeds prior to issuance of an Occupancy Permit for any unit in this Planned Unit Development.**

E. All solid waste and recycling collection units shall be screened and sited in conformance with Municipal Code requirements.

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

4. PARKING AND ACCESS

A. Each residential unit shall have, at a minimum, an attached two-car garage in accordance with Section 3 above. Parking for additional vehicles on the driveway shall not obstruct the sidewalk or roadway.

B. Driveway widths shall not exceed 20 feet at the right-of-way.

5. LIGHTING

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

B. Pole type, color, height, and placement in public rights-of-way shall be in accordance with all applicable requirements of the Municipal Code.

C. Fixture type and color on light poles in public rights-of-way shall be in accordance with all applicable requirements of the Municipal Code.

6. IMPACT FEES

Single-family attached residential buildings constructed as part of this Planned Unit Development shall be subject to the collection of impact fees as required by Section 3.40 of the Municipal Code.

7. BUILDING AND PARKING SETBACKS

	Front and Public ROW Setback	Rear Setback	Side Setback	To Wetlands
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Principal Structures	30 ft	25 ft	10 ft	15 ft / 5 ft undisturbed
Accessory Structure*	30 ft	10 ft	5 ft	15 ft / 5 ft undisturbed
Off-street Parking	5 ft	5 ft	5 ft	N/A

**No accessory structures shall be permitted in the front yard nor shall any structures be permitted in required buffer yards.*

8. TIME OF COMPLIANCE

The operator of the Planned Unit Development shall commence work in accordance with these Conditions and Restrictions **within five (5) years** from the date of adoption of the ordinance authorizing this Planned Unit Development (**April 19, 2022**). This Planned Unit Development approval shall expire **five (5) years** after the date of adoption of the ordinance (**April 19, 2027**) if a building permit has not been issued for this use. The applicant shall re-apply for Planned Unit Development approval prior to recommencing work or construction.

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 Planned Unit Development shall be subject to enforcement and the issuance of citations in accordance with Section 1.20 of the City of Oak Creek Code of Ordinances (as amended). If the owner, applicant or operator of the Planned Unit Development is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the City shall have the right to revoke this Planned Unit Development, subject to the provisions of paragraph 10 herein. Nothing herein shall preclude the City from commencing an action in Milwaukee County Circuit Court to enforce the terms of this Planned Unit Development or to seek an injunction regarding any violation of this Planned Unit Development or any other City ordinances.

11. REVOCATION

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

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

(Print Name and Title)

EXHIBIT C: APPROVED HOME MODELS

(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be submitted for and receive building permits.)



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(For illustrative purposes only. Detailed plans in accordance with these conditions and restrictions and the City of Oak Creek Municipal Code must be submitted for and receive building permits.)





PLAN COMMISSION REPORT

Proposal: Condominium Plat – Stonebrook on the Park

Description: Review a Condominium Plat and Declaration of Condominium Ownership for Stonebrook on the Park.

Applicant(s): Ryan Janssen, Janssen Bruckner LLC

Address(es): 641 & 819R E. Drexel Ave. (1st Aldermanic District)

Suggested Motion: That the Plan Commission approves the Condominium Plat for the Stonebrook on the Park Condominium for the properties at 641 & 819R E. Drexel Ave. with the following conditions:

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

Owner(s): Janssen Bruckner LLC

Tax Key(s): 814-9075-000, 814-9076-000, 815-9027-000, 815-9028-000, 815-9029-000

Lot Size(s): 2.24 ac, 1.41 ac, 6.97 ac, 4.93 ac, 0.93 ac

Current Zoning District(s): Rd-1, Two-Family Residential FW, Floodway

Overlay District(s): FF, Flood Fringe PUD

Wetlands: Yes No Floodplain: Yes No

Comprehensive Plan: Single-Family Detached, Flex Overlay

Background:

The Applicant is requesting approval of an expandable Condominium Plat for Stonebrook on the Park on portions of the properties at 641 & 819R E. Drexel Ave. Plan Commissioners will note that the plat covers the entirety of the Stonebrook on the Park PUD reviewed in the previous agenda item, but identifies two (2) areas as “Expansion Lands.” While the Declaration for the condo identifies the common areas, ownership and maintenance responsibilities, and structure of the Association, it is not enforced by the City. However, compliance with all local Ordinances, policies, and permits is required. Staff also recommends that the responsibility for the maintenance and ownership of the stormwater infrastructure be specified as part of the common elements of the Condominium.


Options/Alternatives: The Plan Commission has the discretion to approve or disapprove of the Condominium Plat. Disapproval would likely result in conflicts with approved development proposals.

Respectfully submitted:



Kristi Porter
Community Development Director

Prepared:



Kari Papelbon, CFM, AICP
Senior Planner

Approved:



Kari Papelbon, CFM, AICP
Senior Planner

Attachments:

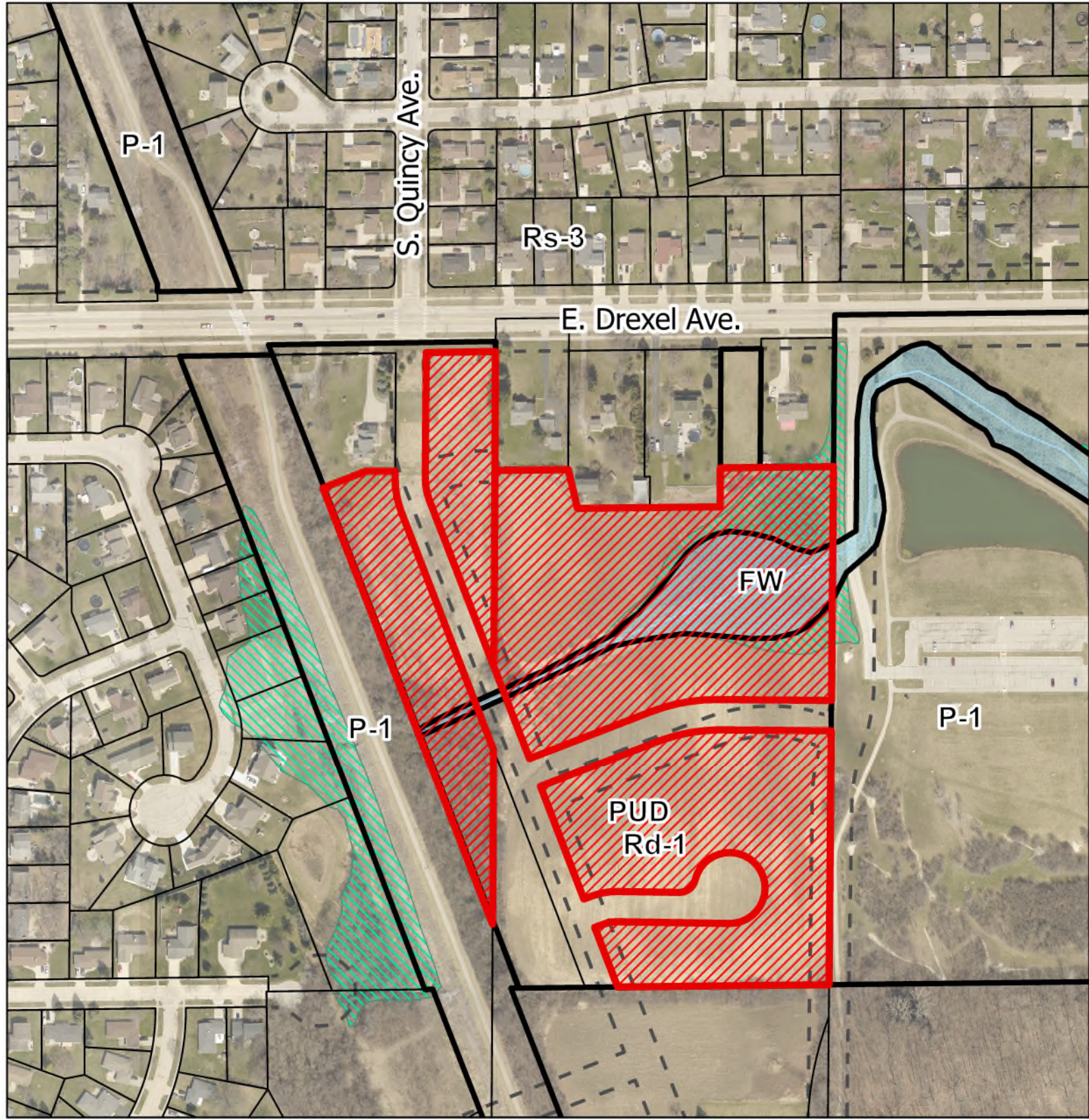
Location Map

Condominium Plat (9 pages)

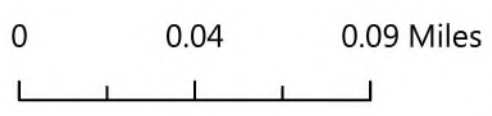
Declaration of Condominium Ownership...(23 pages)

Location Map

641 & 819 E. Drexel Ave.



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



- Legend**
- Zoning
 - Flood Fringe
 - Official Street Map
 - Parcels
 - Floodway
 - 641 & 819 E. Drexel Ave.

STONEBROOK ON THE PARK CONDOMINIUM

ALL OF LOT 3 AND LOT 4 OF CSM _____, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

STATE OF WISCONSIN)ss
COUNTY OF DODGE)

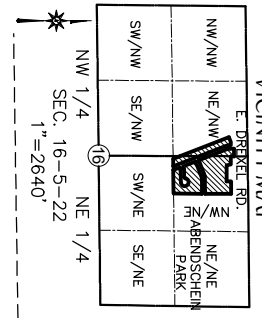
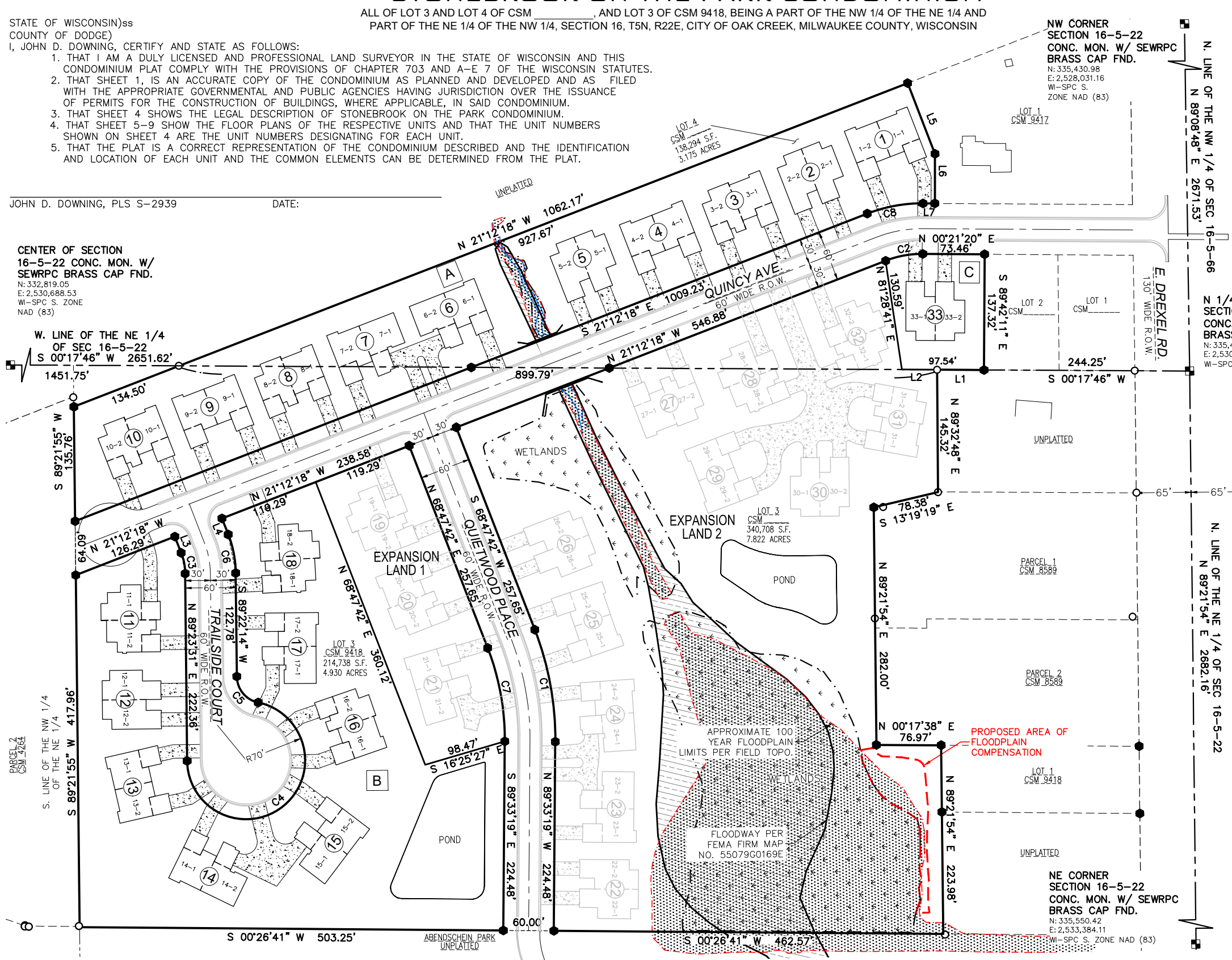
I, JOHN D. DOWNING, CERTIFY AND STATE AS FOLLOWS:

1. THAT I AM A DULY LICENSED AND PROFESSIONAL LAND SURVEYOR IN THE STATE OF WISCONSIN AND THIS CONDOMINIUM PLAT COMPLY WITH THE PROVISIONS OF CHAPTER 703 AND A-E 7 OF THE WISCONSIN STATUTES.
2. THAT SHEET 1, IS AN ACCURATE COPY OF THE CONDOMINIUM AS PLANNED AND DEVELOPED AND AS FILED WITH THE APPROPRIATE GOVERNMENTAL AND PUBLIC AGENCIES HAVING JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF BUILDINGS, WHERE APPLICABLE, IN SAID CONDOMINIUM.
3. THAT SHEET 4 SHOWS THE LEGAL DESCRIPTION OF STONEBROOK ON THE PARK CONDOMINIUM.
4. THAT SHEETS 5-9 SHOW THE FLOOR PLANS OF THE RESPECTIVE UNITS AND THAT THE UNIT NUMBERS SHOWN ON SHEET 4 ARE THE UNIT NUMBERS DESIGNATING FOR EACH UNIT.
5. THAT THE PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

JOHN D. DOWNING, PLS S-2939 DATE:

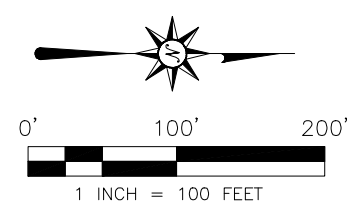
CENTER OF SECTION
16-5-22 CONC. MON. W/
SEWRPC BRASS CAP FND.
N: 332,819.05
E: 2,530,688.53
WI-SPC S. ZONE
NAD (83)

W. LINE OF THE NE 1/4
OF SEC. 16-5-22
S 00°17'46" W 2651.62'



N 1/4 CORNER
SECTION 16-5-22
CONC. MON. W/ SEWRPC
BRASS CAP FND.
N: 335,470.70
E: 2,530,702.22
WI-SPC S. ZONE NAD (83)

NOTES:
• SEE SHEET 4 FOR LINE TABLE, CURVE TABLE AND NOTES.



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83) AND REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SEC. 16-5-22 PUBLISHED BY SEWRPC AS N89°08'48"E.

LEGEND

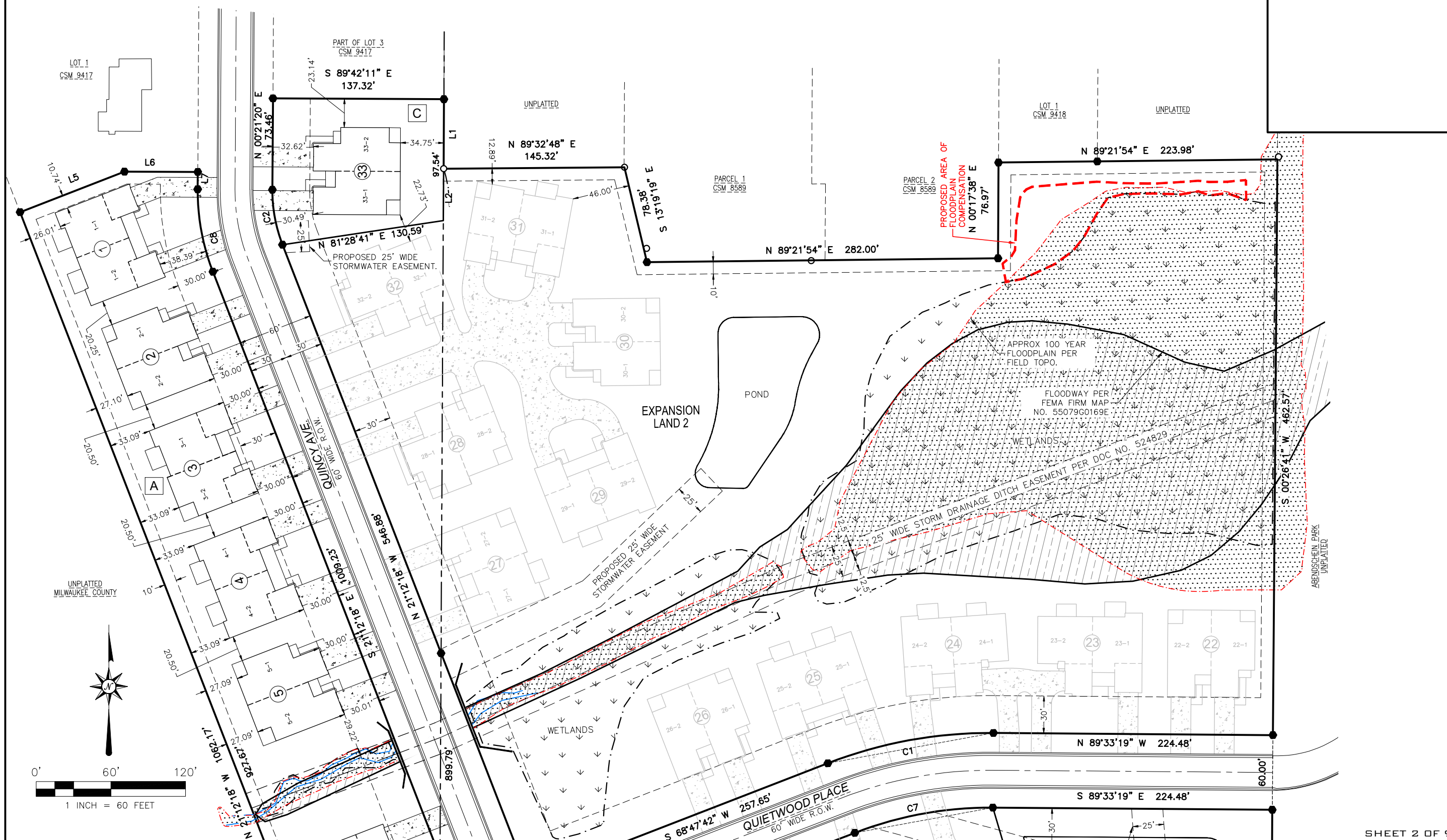
- SECTION CORNER MONUMENT
- FOUND 1" IRON PIPE OR NOTED
- FOUND 3/4 REBAR" OR NOTED
- SET 0.75" O.D. X 18" REBAR WEIGHING 1.502 LBS./FT.
- WETLANDS
- FLOODPLAIN
- FLOODWAY

LAND SURVEYING • LAND PLANNING
111 W. SECOND STREET
DODDMSD, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

DATE 04/8/2024
SHEET 1 OF 9
JOB # 21279

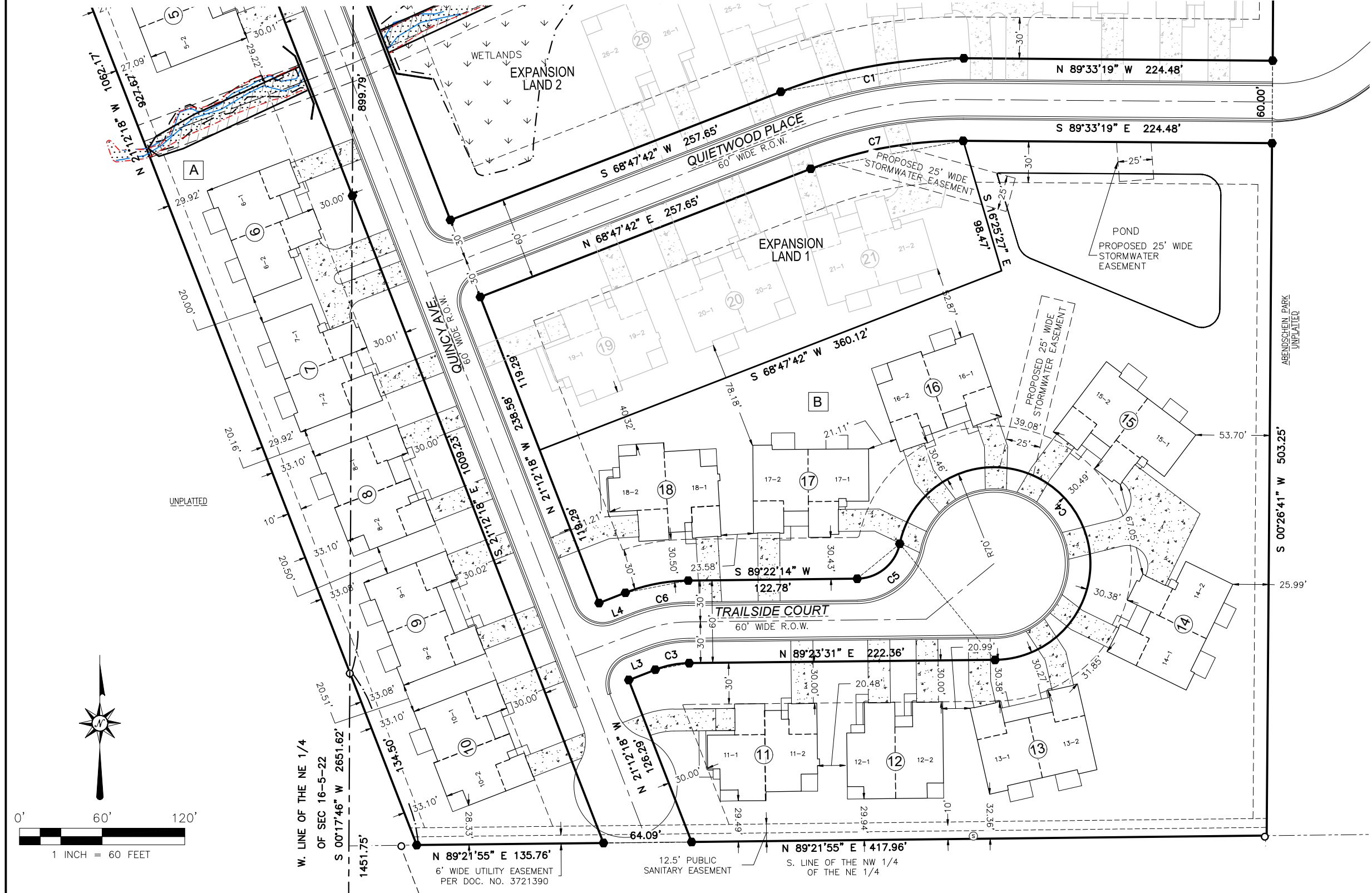
STONEBROOK ON THE PARK CONDOMINIUM

ALL OF LOT 3 AND LOT 4 OF CSM _____, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



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STONEBROOK ON THE PARK CONDOMINIUM
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 PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°17'46" W	55.83'
L2	S 00°17'46" W	41.71'
L3	S 68°44'05" W	20.65'
L4	N 68°44'05" E	20.58'
L5	N 68°47'42" E	90.01'
L6	S 89°46'36" E	58.88'
L7	N 00°21'20" E	13.95'

CURVE TABLE

CURVE	RADIUS	ARC DIST	CHORD DIST	CHORD BEARING	DELTA	TANGENT IN	TANGENT OUT
C1	360.00'	136.03'	135.22'	N 79°37'11" E	21°38'59"	N 89°33'19" W	S 68°47'42" W
C2	120.00'	45.16'	44.89'	S 10°25'29" E	21°33'38"	N 21°12'18" W	N 00°21'20" E
C3	70.00'	25.21'	25.08'	S 79°03'09" W	20°38'09"	S 89°22'14" W	S 68°44'05" W
C4	70.00'	314.59'	109.19'	S 39°22'39" E	257°29'47"	N 11°52'27" E	S 89°22'14" W
C5	32.00'	43.28'	40.06'	N 50°37'21" E	77°29'47"	N 89°22'14" E	N 11°52'27" E
C6	130.00'	46.82'	46.57'	N 79°03'09" E	20°38'09"	N 68°44'05" E	N 89°22'14" E
C7	300.00'	113.36'	112.68'	S 79°37'11" W	21°38'59"	N 68°47'42" E	S 89°33'19" E
C8	180.00'	67.73'	67.34'	S 10°25'29" E	21°33'38"	N 21°12'18" W	N 00°21'20" E

NOTES:

- FLOODPLAIN IS PER FEMA FIRM MAP No. 55079C0169E, EFF. 9/26/2008
- WETLANDS ARE SHOWN PER A DELINEATION COMPLETED BY HEARTLAND ECOLOGICAL GROUP, INC. DATED 06/25/2021 AND 06/10/2022.
- FOR RECORD BEARINGS SEE CSM 9418 & 9417.
- LIMITED COMMON ELEMENTS (L.C.E.) CONSIST OF THE DRIVEWAYS, WALKS, DECKS, PATIOS, OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT. L.C.E. SHALL BE RESERVED FOR THE EXCLUSIVE USE OF THE UNIT TO WHICH THEY ARE APPURTENANT.
- ALL AREAS WITHIN THE CONDOMINIUM AND OUTSIDE THE UNITS ARE COMMON ELEMENTS.
- PROPOSED EASEMENTS BY SEPARATE DOCUMENTS.

LEGAL DESCRIPTIONS:

BUILDINGS 1-10: [A]

LOT 4 OF CSM _____ RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS _____, 2024, AS DOCUMENT NUMBER _____, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

BUILDINGS 11-18: [B]

PART OF LOT 3 OF CSM 9418, RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS JUNE 21, 2022, AS DOCUMENT NUMBER 11258441 BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 OF CSM 9418 ALSO BEING THE POINT OF BEGINNING, THENCE N 21°12'18" W, ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE, 126.29 FEET TO THE SOUTH RIGHT-OF-WAY OF TRAILSIDE COURT; THENCE ALONG THE RIGHT-OF-WAY OF TRAILSIDE COURT FOR THE FOLLOWING 8 COURSES: 1.: THENCE N 68°44'05" E, 20.65 FEET; 2.: THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 25.21 FEET, A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 20°38'09", AND A CHORD BEARING N 79°03'09" E, 25.08 FEET; 3.: THENCE N 89°23'31" E, 222.36 FEET; 4.: THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 314.59 FEET, A RADIUS OF 70.00 FEET, A DELTA ANGLE OF 257°29'47", AND A CHORD BEARING N 39°22'39" W, 109.19 FEET; 5.: THENCE ALONG A REVERSE CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 43.28 FEET, A RADIUS OF 32.00 FEET, A DELTA ANGLE OF 77°29'47", AND A CHORD BEARING S 50°37'21" W, 40.06 FEET; 6.: THENCE S 89°22'14" W, 122.78 FEET; 7.: THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING AN ARC LENGTH OF 46.82 FEET, A RADIUS OF 130.00 FEET, A DELTA ANGLE OF 20°38'09", AND A CHORD BEARING S 79°03'09" W, 46.57 FEET; 8.: THENCE S 68°44'05" W, 20.58 FEET TO THE EAST RIGHT-OF-WAY OF QUINCY AVENUE; THENCE N 21°12'18" W, ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE, 119.29 FEET; THENCE N 68°47'42" E, 360.12 FEET; THENCE N 16°25'27" W, 98.47 FEET TO THE SOUTH RIGHT-OF-WAY OF QUIETWOOD PLACE; THENCE S 89°33'19" E, ALONG THE SOUTH RIGHT-OF-WAY OF QUIETWOOD PLACE, 224.48 FEET TO THE NORTHEAST CORNER OF LOT 3 OF CSM 9418; THENCE S 00°26'41" W, ALONG THE EAST LINE OF LOT 3 OF CSM 9418, 503.25 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF CSM 9418 AND THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S 89°21'55" W, ALONG THE SOUTH LINES OF LOT 3 OF CSM 9418 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, 417.96 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 171972 SQUARE FEET OR 3.948 ACRES

BUILDING 33: [C]

PART OF LOT 3 OF CSM _____ RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS _____, 2024, AS DOCUMENT NUMBER _____, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

COMMENCING AT THE NORTHWEST CORNER OF LOT 3 OF CSM _____ ALSO BEING THE POINT OF BEGINNING, THENCE S 89°42'11" E, ALONG THE NORTH LINE OF LOT 3 OF CSM _____ 137.32 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 16; THENCE S 00°17'46" W, ALONG THE NORTH LINE OF LOT 3 OF CSM _____ AND THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 16, 97.54 FEET; THENCE S 81°28'41" W, 130.59 FEET TO THE EAST RIGHT-OF-WAY OF QUINCY AVENUE; THENCE ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 45.16 FEET, A RADIUS OF 120.00 FEET, A DELTA ANGLE OF 21°33'38", AND A CHORD BEARING N 10°25'29" W, 44.89 FEET; THENCE N 00°21'20" E, ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE, 73.46 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 14,738 SQUARE FEET OR 0.338 ACRES.

EXPANSION LANDS 1:

PART OF LOT 3 OF CSM 9418, RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS JUNE 21, 2022, AS DOCUMENT NUMBER 11258441 BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

COMMENCING AT THE NORTHWEST CORNER OF LOT 3 OF CSM 9418 ALSO BEING THE POINT OF BEGINNING, THENCE N 68°47'42" E, ALONG THE SOUTH RIGHT-OF-WAY OF QUIETWOOD PLACE, 257.65 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF QUIETWOOD PLACE ALONG A TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 113.36 FEET, A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 21°38'59", AND A CHORD BEARING N 79°37'11" E, 112.68 FEET; THENCE S 16°25'27" E, 98.47 FEET; THENCE S 68°47'42" W, 360.12 FEET TO THE EAST RIGHT-OF-WAY OF QUINCY AVENUE; THENCE N 21°12'18" W, ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE, 119.29 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 42,766 SQUARE FEET OR 0.982 ACRES.

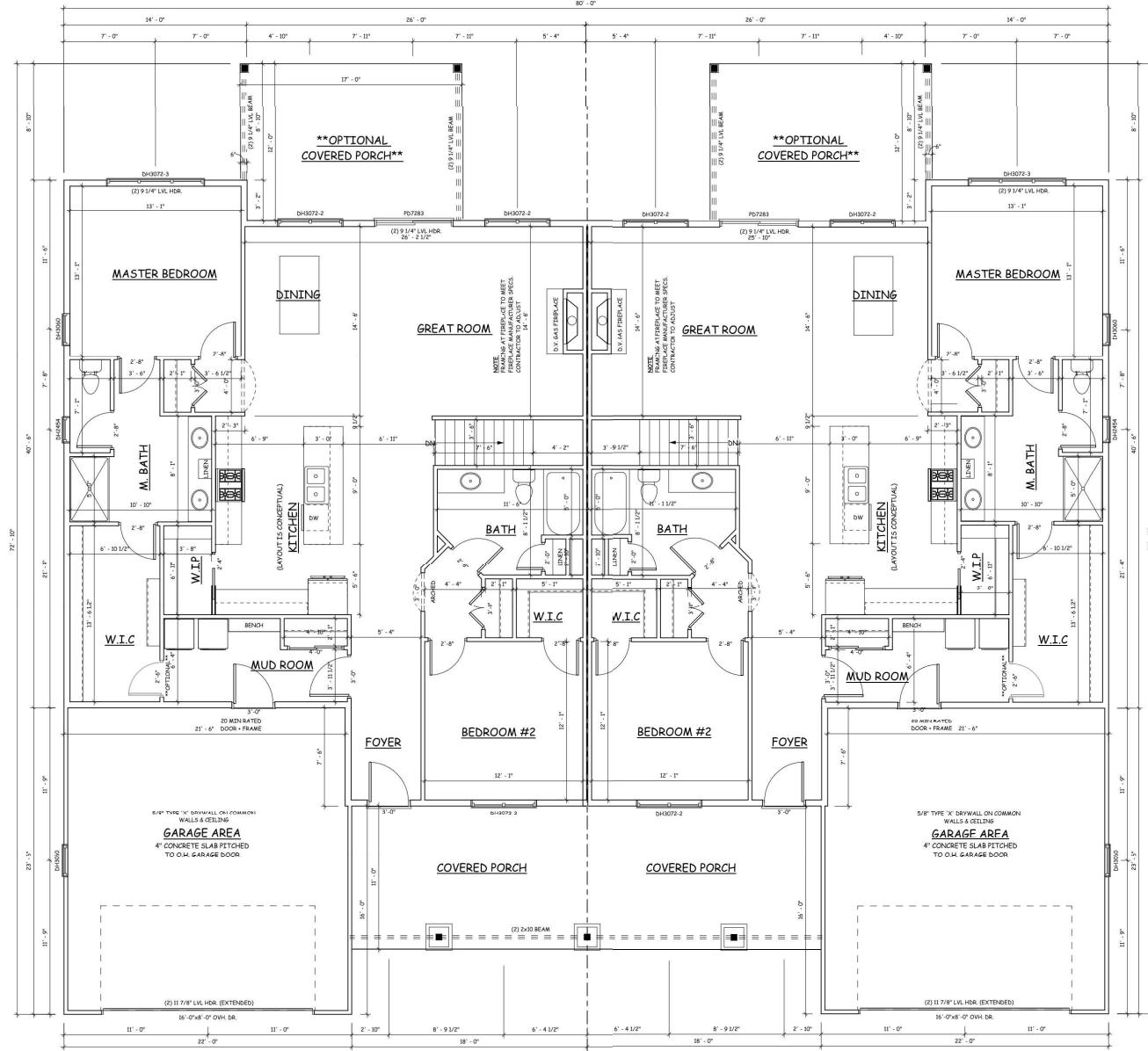
EXPANSION LANDS 2:

PART OF LOT 3 OF CSM _____ RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS _____, 2024, AS DOCUMENT NUMBER _____, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

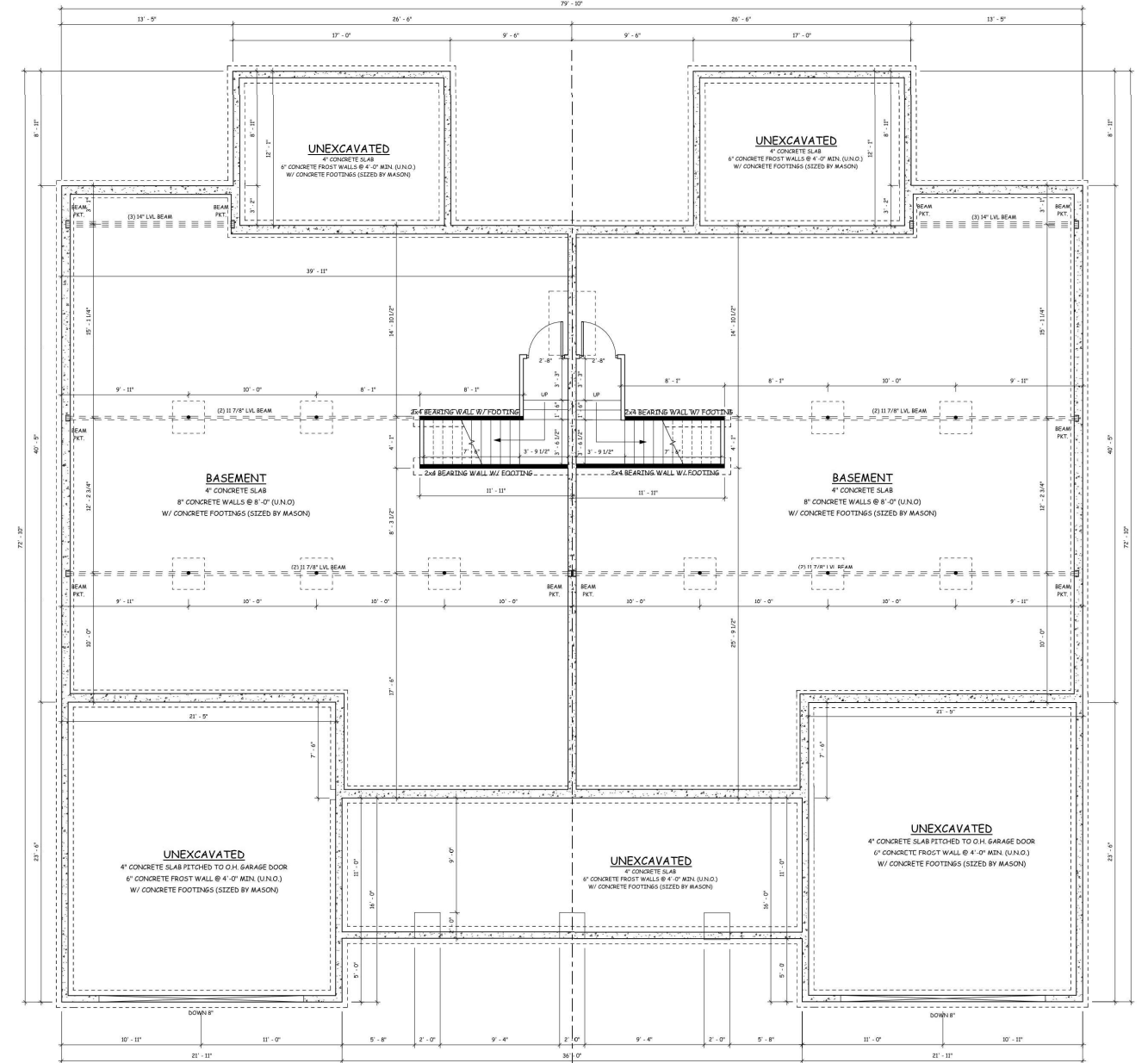
COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF CSM _____ THENCE S 00°26'41" W, ALONG THE EAST LINE OF LOT 3 OF CSM _____, 462.57 FEET TO THE NORTH RIGHT-OF-WAY OF QUIETWOOD PLACE; THENCE ALONG THE NORTH RIGHT-OF-WAY OF QUIETWOOD PLACE FOR THE FOLLOWING 3 COURSES: 1.: THENCE N 89°33'19" W, 224.48 FEET; 2.: THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING AN ARC LENGTH OF 136.03 FEET, A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 21°38'59", AND A CHORD BEARING S 79°37'11" W, 135.22 FEET; 3.: THENCE S 68°47'42" W, 257.65 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF CSM _____, AND EAST RIGHT-OF-WAY OF QUINCY AVENUE; THENCE N 21°12'18" W, ALONG THE EAST RIGHT-OF-WAY OF QUINCY AVENUE, 546.88 FEET; THENCE N 81°28'41" E, 130.59 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 16; THENCE N 00°17'46" E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 16, 41.71 FEET TO THE NORTH LINE OF LOT 3 OF CSM _____; THENCE ALONG THE NORTH LINE OF LOT 3 OF CSM _____ FOR THE FOLLOWING 5 COURSES: 1.: THENCE N 89°32'48" E, 145.32 FEET; 2.: THENCE S 13°19'19" E, 78.38 FEET; 3.: THENCE N 89°21'54" E, 282.00 FEET; 4.: THENCE N 00°17'38" E, 76.97 FEET; 5.: THENCE N 89°21'54" E, 223.98 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 325,971 SQUARE FEET OR 7.483 ACRES.

STONEBROOK ON THE PARK CONDOMINIUM
 ALL OF LOT 3 AND LOT 4 OF CSM _____, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND
 PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN



FIRST FLOOR PLAN



FOUNDATION PLAN

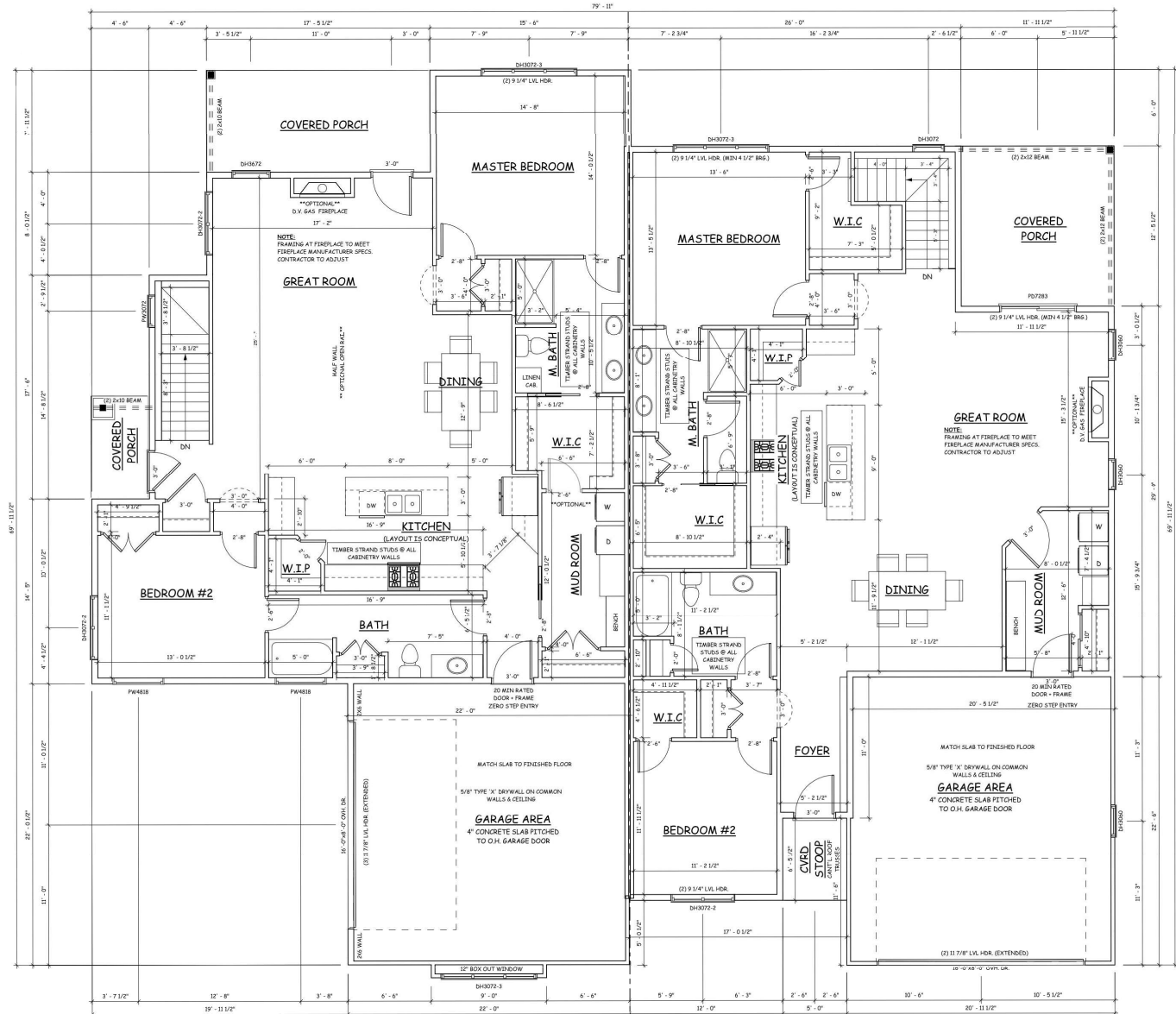
LEFT UNIT FIRST FLOOR AREA = 1,674 S.F.
 LEFT UNIT GARAGE FLOOR AREA = 513 S.F.
 LEFT UNIT LOWER LEVEL AREA = 710 S.F.
 LEFT UNIT TOTAL AREA = 2,898 S.F.

RIGHT UNIT FIRST FLOOR AREA = 1,674 S.F.
 RIGHT UNIT GARAGE FLOOR AREA = 513 S.F.
 RIGHT UNIT LOWER LEVEL AREA = 710 S.F.
 RIGHT UNIT TOTAL AREA = 2,897 S.F.

TOTAL AREA = 5,795 S.F.

BUILDING PLANS ARE NOT TO SCALE
 AND FOR REFERENCE ONLY

STONEBROOK ON THE PARK CONDOMINIUM
 ALL OF LOT 3 AND LOT 4 OF CSM _____, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND
 PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

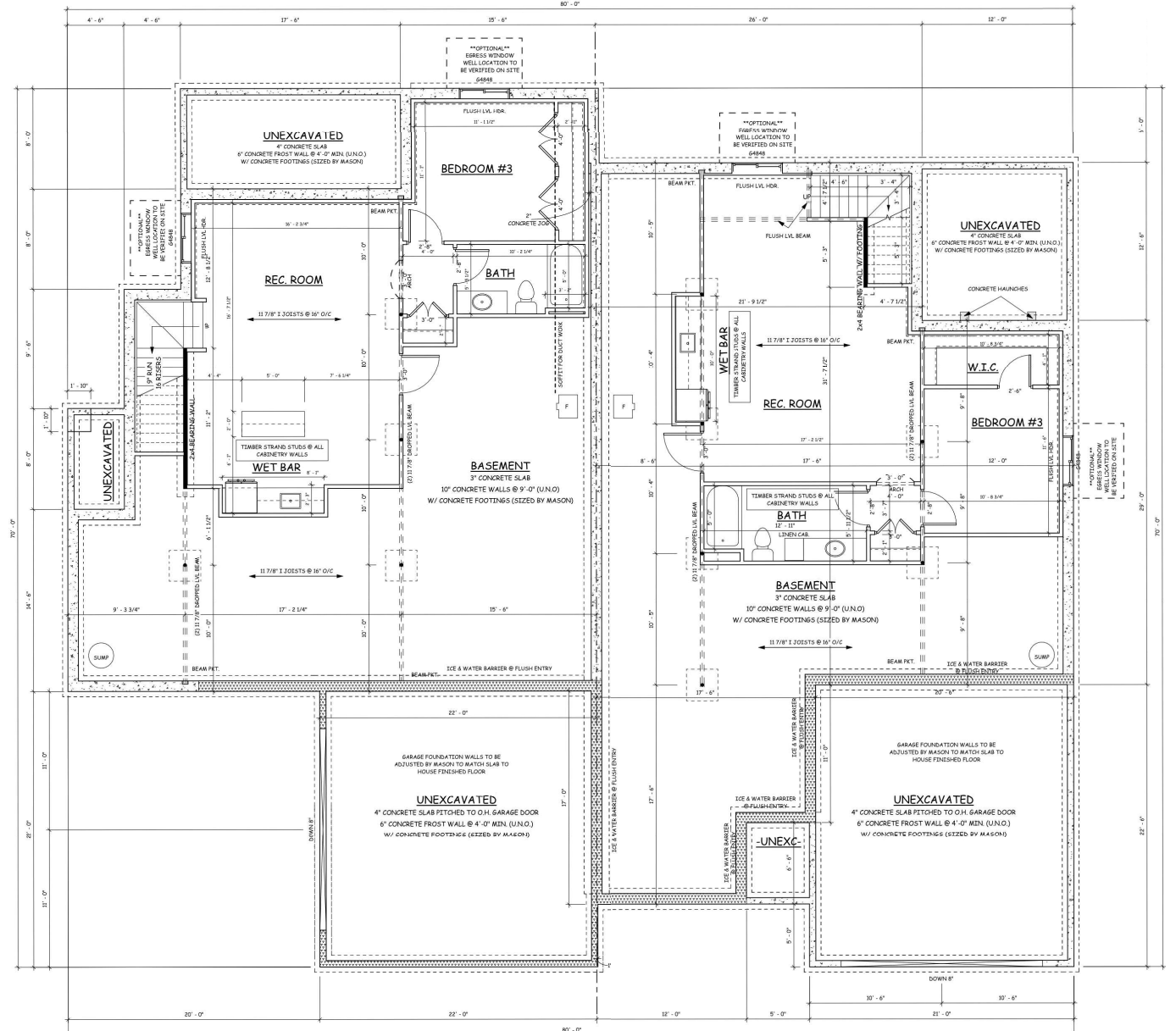


FIRST FLOOR PLAN
 1/4" = 1'-0"

LEFT UNIT FIRST FLOOR AREA = 1,647 S.F.
 LEFT UNIT GARAGE FLOOR AREA = 482 S.F.
 LEFT UNIT LOWER LEVEL AREA = 683 S.F.
 LEFT UNIT TOTAL AREA = 2,813 S.F.

RIGHT UNIT FIRST FLOOR AREA = 1,710 S.F.
 RIGHT UNIT GARAGE FLOOR AREA = 467 S.F.
 RIGHT UNIT LOWER LEVEL AREA = 697 S.F.
 RIGHT UNIT TOTAL AREA = 2,874 S.F.

TOTAL AREA = 5,687 S.F.

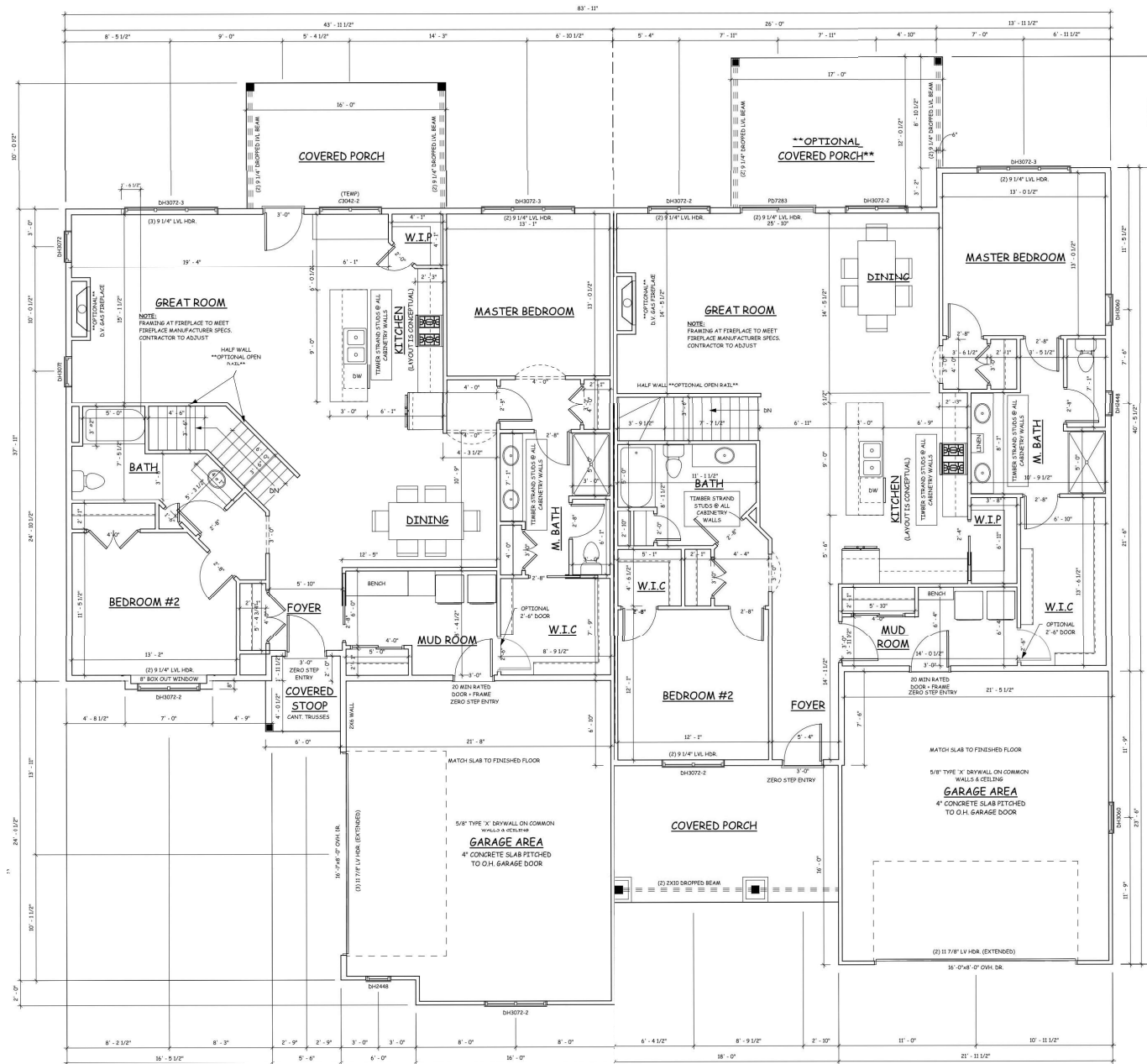


FOUNDATION PLAN

BUILDING PLANS ARE NOT TO SCALE
 AND FOR REFERENCE ONLY

BUILDING NUMBERS 11*, 18
 * DENOTES MIRRORED BUILDING PLAN *

STONEBROOK ON THE PARK CONDOMINIUM
 ALL OF LOT 3 AND LOT 4 OF CSM _____, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND
 PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

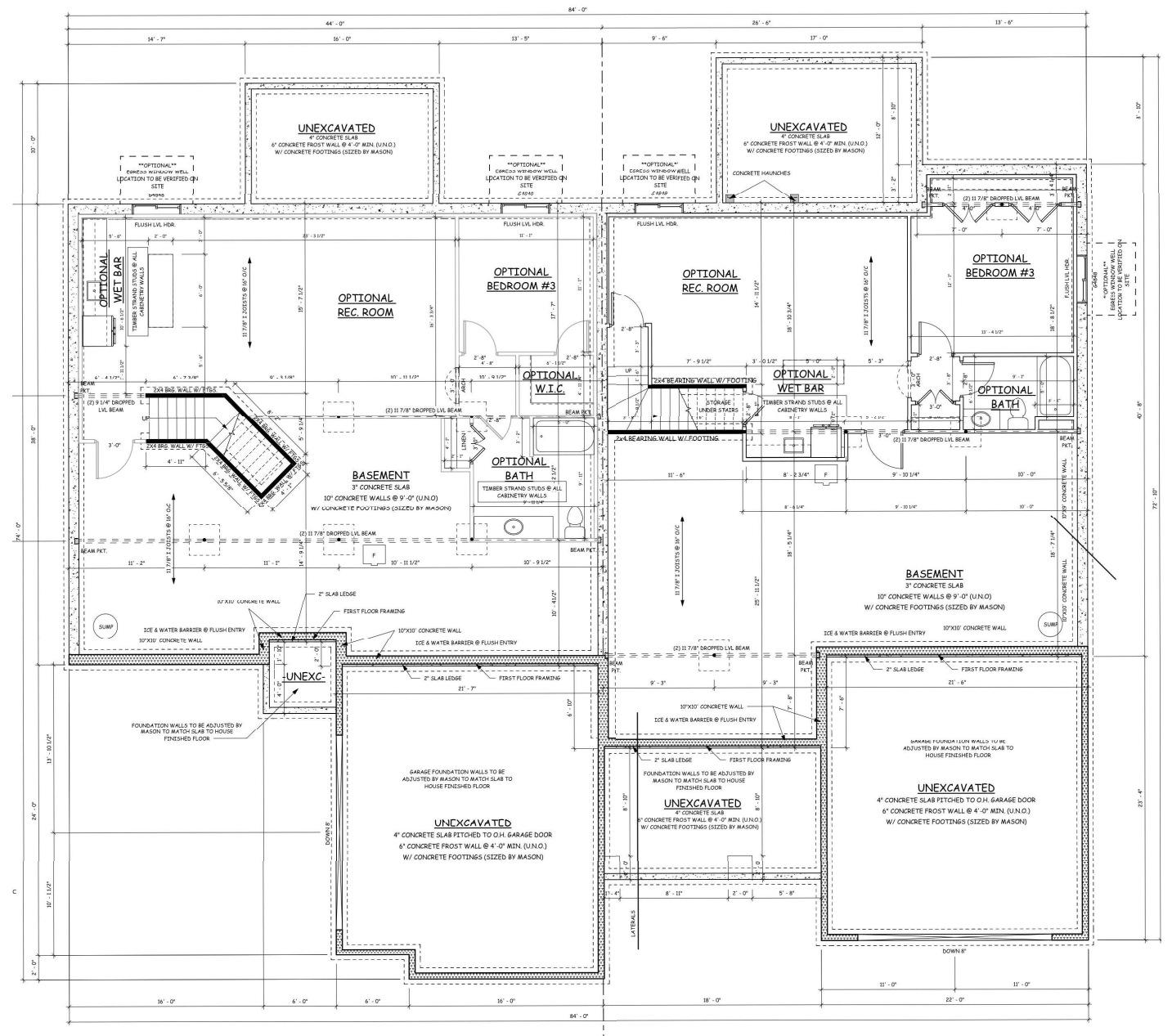


FIRST FLOOR PLAN

LEFT UNIT FIRST FLOOR AREA = 1,657 S.F.
 LEFT UNIT GARAGE FLOOR AREA = 559 S.F.
 LEFT UNIT LOWER LEVEL AREA = 836 S.F.
 LEFT UNIT TOTAL AREA = 3,053 S.F.

RIGHT UNIT FIRST FLOOR AREA = 1,674 S.F.
 RIGHT UNIT GARAGE FLOOR AREA = 513 S.F.
 RIGHT UNIT LOWER LEVEL AREA = 713 S.F.
 RIGHT UNIT TOTAL AREA = 2,901 S.F.

TOTAL AREA = 5,954 S.F.

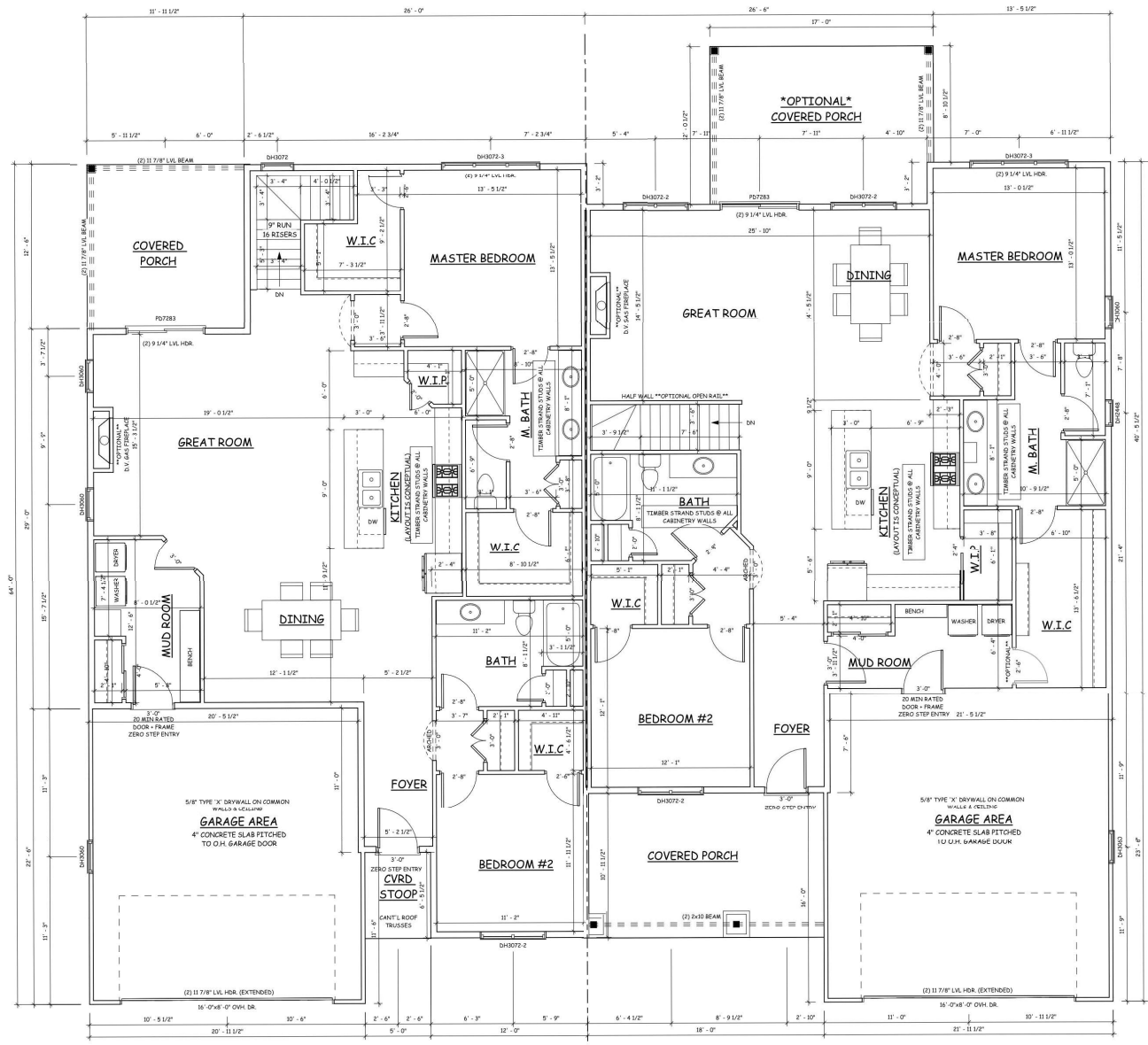


FOUNDATION PLAN

BUILDING PLANS ARE NOT TO SCALE
 AND FOR REFERENCE ONLY

BUILDING NUMBERS 6, 7*, 14, 15*, 17*
 * DENOTES MIRRORED BUILDING PLAN *

STONEBROOK ON THE PARK CONDOMINIUM
 ALL OF LOT 3 AND LOT 4 OF CSM _____, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND
 PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

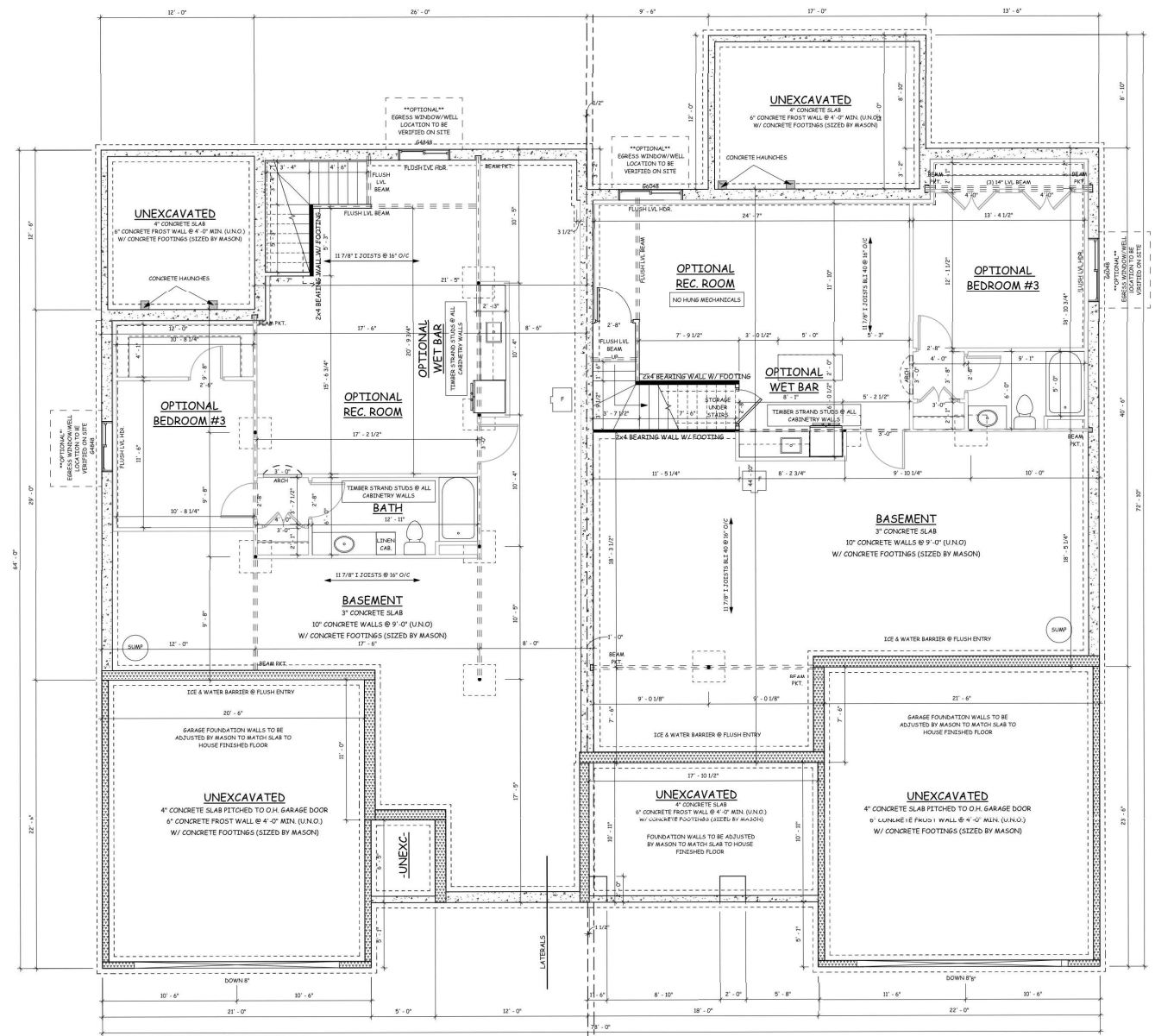


FIRST FLOOR PLAN

LEFT UNIT FIRST FLOOR AREA = 1,705 S.F.
 LEFT UNIT GARAGE FLOOR AREA = 467 S.F.
 LEFT UNIT LOWER LEVEL AREA = 697 S.F.
 LEFT UNIT TOTAL AREA = 2,869 S.F.

RIGHT UNIT FIRST FLOOR AREA = 1,674 S.F.
 RIGHT UNIT GARAGE FLOOR AREA = 513 S.F.
 RIGHT UNIT LOWER LEVEL AREA = 701 S.F.
 RIGHT UNIT TOTAL AREA = 2,885 S.F.

TOTAL AREA = 5,754 S.F.

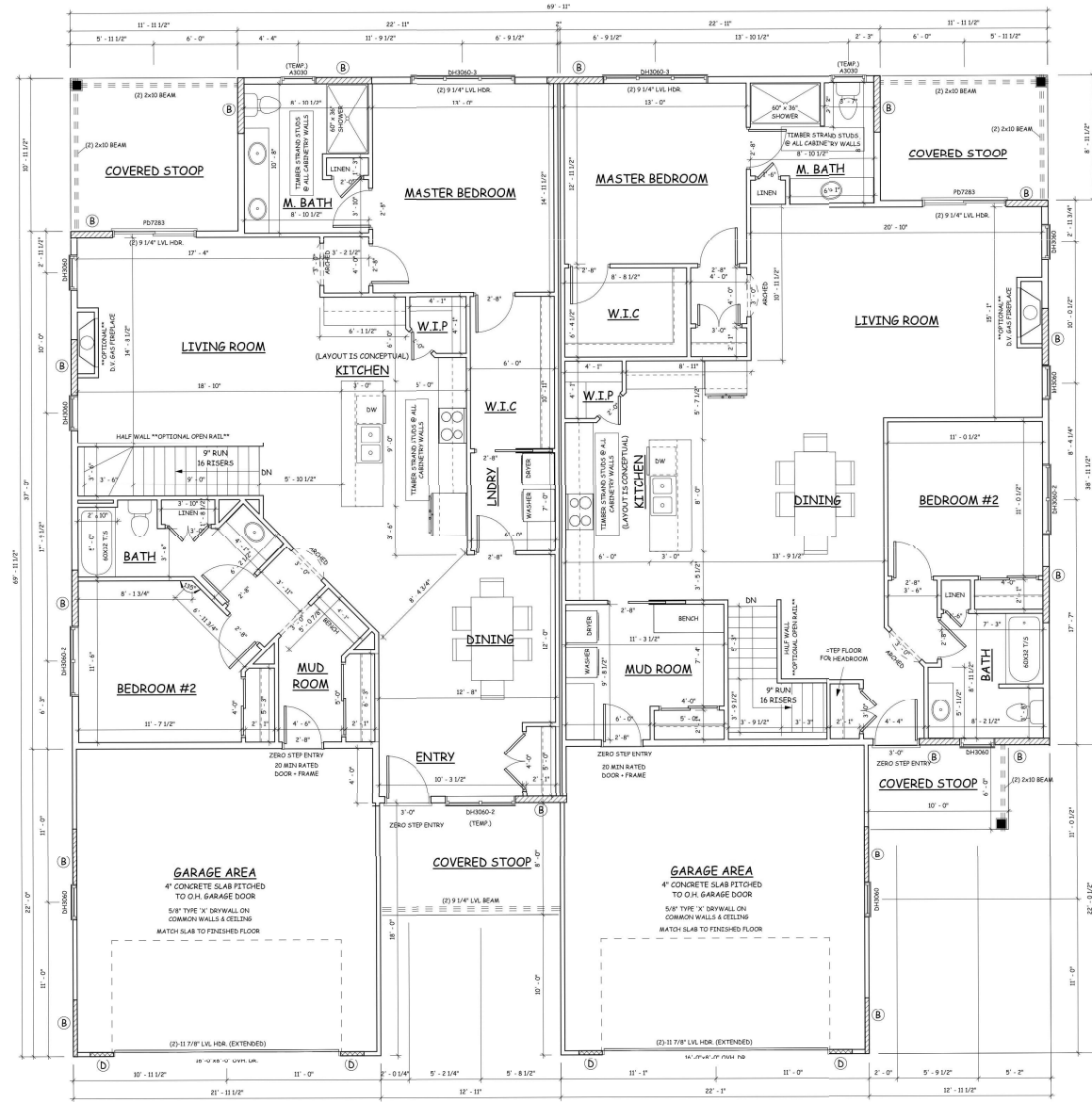


FOUNDATION PLAN

BUILDING PLANS ARE NOT TO SCALE
 AND FOR REFERENCE ONLY

BUILDING NUMBERS 3, 8, 10, 16

STONEBROOK ON THE PARK CONDOMINIUM
 ALL OF LOT 3 AND LOT 4 OF CSM _____, AND LOT 3 OF CSM 9418, BEING A PART OF THE NW 1/4 OF THE NE 1/4 AND
 PART OF THE NE 1/4 OF THE NW 1/4, SECTION 16, T5N, R22E, CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

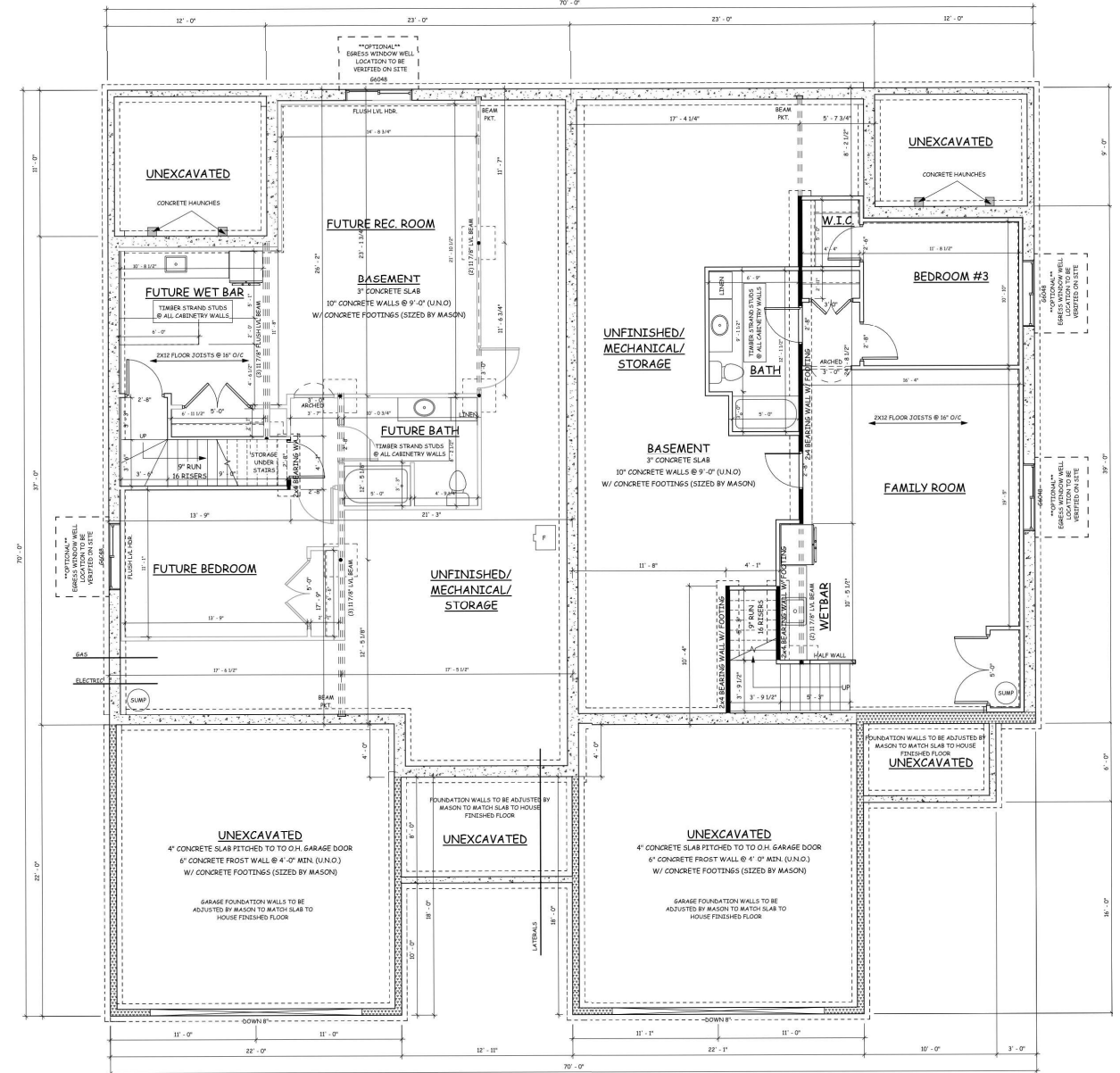


FIRST FLOOR PLAN

LEFT UNIT FIRST FLOOR AREA = 1,595 S.F.
 LEFT UNIT GARAGE FLOOR AREA = 481 S.F.
 LEFT UNIT LOWER LEVEL AREA = 877 S.F.
 LEFT UNIT TOTAL AREA = 2,954 S.F.

RIGHT UNIT FIRST FLOOR AREA = 1,565 S.F.
 RIGHT UNIT GARAGE FLOOR AREA = 484 S.F.
 RIGHT UNIT LOWER LEVEL AREA = 733 S.F.
 RIGHT UNIT TOTAL AREA = 2,783 S.F.

TOTAL AREA = 5,737 S.F.



FOUNDATION PLAN

BUILDING PLANS ARE NOT TO SCALE
 AND FOR REFERENCE ONLY

BUILDING NUMBERS 2, 5, 12, 33*
 * DENOTES MIRRORED BUILDING PLAN *

**DECLARATION OF CONDOMINIUM OWNERSHIP OF
STONEBROOK ON THE PARK CONDOMINIUM**

Oak Creek, Wisconsin

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**DECLARATION OF CONDOMINIUM OWNERSHIP OF
STONEBROOK ON THE PARK CONDOMINIUM**

Oak Creek, Wisconsin

THIS DECLARATION, made this ____ day of _____, 2024, by Janssen Bruckner LLC, a Wisconsin limited liability company (“Declarant”), pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (“Act”).

I. STATEMENT OF DECLARATION

The Declarant is the owner of certain real estate located at _____, in the City of Oak Creek, Milwaukee County, Wisconsin, as legally described on the attached Exhibit A (“Land”). The Declarant hereby submits and subjects the Land, together with all buildings, structures, improvements and other permanent fixtures to be constructed thereon (“Property”), to the provisions of the Act.

II. NAME AND DESCRIPTION OF THE CONDOMINIUM AND UNIT

(a) Identification of Units. The Property and the thirty-three (33) proposed two (2) unit residential buildings with attached garages (“Building”), shall be known as STONEBROOK ON THE PARK CONDOMINIUM (“Condominium”). The various types of units (“Units”), their respective designations and locations, the approximate area of the Units, number of rooms, Common Elements to which the Units have access and further details identifying and describing the Units are all as set forth on Exhibit B attached hereto (“Condominium Plat”). The Declarant reserves the right to change the style, model, size or location of the Building or any Unit, prior to completion of construction, regardless of the initial designation of such style, model, size or location on Exhibits or elsewhere in this Declaration. In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries or the Building or Unit as located and erected.

(b) Boundaries of Units. The boundaries of each Unit shall be as follows:

(i) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit consisting of the garage and basement extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

(c) Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

(i) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(ii) Interior lights and light fixtures.

(iii) Cabinets.

(iv) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(v) Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(vi) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(vii) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Building, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

III. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

(a) Common Elements. Each owner of a Unit (“Unit Owner” or “Owner”) shall own an undivided interest in the Common Elements with all other Unit Owners. Each Unit’s percentage of ownership in the Common Elements shall be calculated by dividing the number one hundred (100) by the number of Units then included in the Condominium. Each Unit’s percentage of ownership in the Common Element shall be as set forth on the attached Exhibit C. The “Common Elements” shall include the following:

(i) The Land (including all landscaping);

(ii) The paved driveways, parking areas, private streets, pedestrian walkways, if any, situated on the Land;

(iii) The foundations, columns, pilasters, girders, beams, balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(iv) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

(v) Any other portion of the improvements to the Land that is not part of a Unit as described above.

(b) Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all of the Units. Such Common Elements shall be referred to collectively as “Limited Common Elements.” The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein: All sidewalks, access ways, steps, stoops, decks, balconies and patios attached to, leading directly to or from, or adjacent to each Unit (including all exterior light fixtures appurtenant to the Unit)

(c) Conflict Between Unit Boundaries; Common Element Boundaries.

(i) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(ii) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner’s enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board, such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(iii) Following any change in the location of the boundaries of the Units under this Section, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

(d) Easement to Unit Owners. Each Unit Owner shall have a valid, non-exclusive easement to the Common Element space between the interior and exterior of the walls of the Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses,

provided that the Unit Owner shall do nothing to impair the structural integrity of the Building or the sound proofing of common walls between the Units, and provided further that the Common Elements and facilities be restored to their former condition by the Unit Owner at the Unit Owner's sole expense upon completion or termination of such use.

IV. USE OF UNITS AND COMMON ELEMENTS

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

- (i) maintaining a personal professional library in the Unit;
- (ii) keeping a personal business or professional records or accounts the Unit;
- (iii) handling personal or business records or accounts in the Unit; or
- (iv) handling personal business or professional telephone calls or correspondence from the Unit.

Nothing in this Section shall authorize the maintaining of an office at which customers or clients customarily visit, and such use is specifically prohibited.

(b) Lease of Units. Leases of Units shall only be allowed to the extent specifically set forth in the By-Laws.

(c) Use of Common Elements.

(i) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered or constructed in, or removed from, the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in the Common Elements other than those areas designated by the Association. An Owner shall not paint, decorate, or alter the appearance of the Common Elements without the consent of the Association. Subject to the rights of the Declarant, no Owner may erect, post or display posters, signs or advertising material on or in the Common Elements (other than signs that may be allowed by law or as set forth in the rules and regulations).

(ii) Persons parking in Common Elements shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the

parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof, the removal of snow therefrom or for similar purposes. All vehicles must fit within the space any may not interfere with the use of adjoining spaces. Parking of vehicles in Common Elements shall be subject to rules established by the Association.

(iii) Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would increase the rate of insurance on the Condominium, or any part thereof, over what the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements, or any part thereof, shall be permitted by any Owner or guests or tenants of the Unit Owner or other occupants of the Unit, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by, or at the direction of, that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements which may cause an annoyance or nuisance (including the use of stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other occupants of the Building.

(d) Pet Restrictions. No animal, except a “Permitted Pet” (as herein defined) or a “Permitted Animal” (as herein defined) shall be allowed within or about a Unit or the Common Elements. A Permitted Pet is defined as a single caged bird or common small tank fish. A Permitted Animal is defined as a domestic cat or a domestic dog, specifically excluding the following breeds of dogs: Akita, Chow, Pit Bull, Staffordshir Terrier, Presa Canario, Rottweiler, Sharpei and Wolf Hybrids. There shall be no more than two (2) Permitted Animals per Unit. No animal or pet, whether a Permitted Pet or Permitted Animal, may be kept, bred or maintained for commercial purposes. Animals shall not be allowed at large and shall be under control of a person when outside the Unit of its Owner. In addition, the Board shall have the authority to order an otherwise Permitted Animal or Permitted Pet to be removed from the Condominium, if such animal or pet constitutes or becomes a nuisance to other Unit Owners, as determined by the Board in the use of its sole discretion. All excrement must be picked up and disposed of by the person in control of such animal.

V. MAINTENANCE, REPAIRS AND REPLACEMENTS

(a) Common Elements.

(i) The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Elements and Limited Common Elements, and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. All such maintenance, repairs, and replacements to the Common Elements and Limited Common

Elements, whether located inside or outside of the Units, shall be made by the Association and charged to the Unit Owners as provided herein. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

(ii) The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

(iii) The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

(iv) In the event that any maintenance, repairs or replacement of another Unit, a Common Element or Limited Common Element is required as a result of the willful or negligent act of an Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit.

(b) Units.

(i) A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (1) interior surfaces of a Unit together with utilities lines, mechanical equipment and fixtures which serve that Unit; (2) such fixtures and equipment which are located within that Unit; and (3) glass surfaces, screens, doors, windows, door and window hardware appurtenant to the Unit. The expense of such maintenance, repairs and replacement shall be borne solely by such Owner. A Unit Owner shall keep the Limited Common Elements appurtenant to such Unit, in a good, clean, sanitary and attractive condition. A Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming or within the boundaries of a Unit and, subject to the approval of the Association, erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

(ii) An Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to a Unit, or in or to the exterior of the Building or any Common Element. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the Building, impair the safety of the Condominium or its occupants, or impair any

easement without the prior written consent of the Association. Units may not be subdivided. Balconies and patios may not be enclosed.

VI. ASSOCIATION MEMBERSHIP

Every Unit Owner shall be entitled and required to be a member (“Member”) of “Stonebrook on the Park Condominium Association, Inc.,” a nonstock corporation formed under Chapter 181 of the Wisconsin Statutes (“Association”). If title to a Unit is held by more than one person, each such person shall be a Member. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by such person. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a Member, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a mortgagee as security for a loan secured by a mortgage on a Unit. The percentage interest for each Unit identified on the attached Exhibit C shall also serve as the basis in determining the voting interest of each Unit on matters for determination by Members and as to other matters described in the Act. Voting rights appurtenant to a Unit shall be exercised as provided in the By-Laws of the Association.

VII. ASSESSMENTS

(a) Each Owner (excluding the Declarant which shall be obligated to pay for common expenses in accordance with the provisions set forth below), hereby covenants and agrees with each other Owner and with the Association to pay annual assessments, special assessments for capital improvements and for other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article. Declarant shall be responsible for paying the difference between the actual aggregate common expenses incurred by the Association, and the actual aggregate amount of assessments collected from Unit Owners from the date a permanent occupancy permit is issued for the first Unit until the date the last Unit is sold by Declarant. In no event shall Declarant’s obligation for common expenses exceed the amount that Declarant would have been obligated to pay in assessments had Declarant been deemed an Owner of a Unit subject to the imposition of assessments from the date a permanent occupancy permit was issued for Units owned by Declarant. The Declarant shall not be responsible for paying for any expenses after the date of conveyance of the last Unit by the Declarant.

(b) The Board of Directors of the Association (“Board”) shall from time to time, and at least annually, prepare a budget and fix the annual assessment, which assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Members, for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary, including any reserve accounts. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purposes determined by the Board; provided, however, that any such special assessment shall have the assent of the Unit Owners having two-thirds (2/3) of the votes at a meeting duly called for this purpose.

(c) The Board may also levy special assessments against a particular Unit Owner and Unit for: (1) costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit; (2) costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the rules or regulations of the Association; (3) costs and expenses (anticipated or incurred) for emergency repairs to a Unit; (4) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit; (5) interest and late fees due on general and special assessments; (6) forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit; (7) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws of the Association.

(d) Each purchaser of a Unit from the Declarant shall pay to the Association as a contribution to the working capital of the Association (and not an advance payment of a monthly assessment) an amount equal to two monthly installments of the then existing or estimated assessment for common expenses at the time of conveyance by the Declarant. The Association may determine how to use or apply the working capital fund, including, but not limited to, an addition to any reserve fund, a deposit to a segregated fund for any purpose. Nothing herein shall prevent a Unit Owner from recouping any payments made to the Association under this paragraph from a subsequent purchaser of the Unit.

(e) Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two monthly installments of the then existing assessment for common expenses at the time of conveyance for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

(i) When the transfer is to or from a trust where the sole beneficiary is the donor and Unit Owner;

(ii) When the transfer is solely between spouses and/or domestic partners;

(iii) When the transfer is solely between a parent and his, her or their child;
and

(iv) When the transfer is to or from the Association.

(f) The annual assessments provided for herein shall be payable in monthly installments and shall commence as to a Unit on the date of first conveyance of such Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. At the closing of the first sale by Declarant of each Unit, that portion of the annual assessment due and payable in the month in which the closing occurs shall be prorated. The Board shall fix the amount of the annual assessment against each Unit at least

thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date shall be the 1st day of each month. If such assessments are not paid by the 10th day of each month, an additional \$50.00 late fee will be assessed to such Unit. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid.

(g) All sums assessed to any Unit pursuant to this Article, together with interest thereon, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

VIII. INSURANCE

(a) Property Damage Insurance. The Board shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

(b) Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

(i) Worker's compensation insurance;

(ii) Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

(iii) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

(iv) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating

expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board may obtain such other insurance, including cyber or automobile insurance, as it deems necessary

(c) Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association, Owners of damaged Units and their mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

(d) Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to its Owner. The Board shall cause its insurer to designate such portions of premiums in order to facilitate this allocation, or the Board may make a reasonable estimate of such allocation.

(e) Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

(f) Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might: (i) result in termination of any such policies; (ii) adversely affect the right of recovery thereunder; (iii) result in reputable insurance companies refusing to provide such insurance; (iv) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition; provided that, in the case of such increase, Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (w) by the size, design or composition of the Unit, (x) by reason of anything done or kept in a Unit, or (y) the failure of any Owner or occupant to comply with Association Insurance requirements or (z) the failure of any Owner or occupant to comply with this Declaration or the By-Laws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit and its Owner.

(g) Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

- (i) The personal property within the Unit;
- (ii) Coverage A with special perils coverage added, which changes the perils covered from “named perils” to “all risks unless excluded”, which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association’s master policy deductible(s);
- (iii) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association’s master policy deductible(s);
- (iv) Special perils contents coverage; and
- (v) Sewer backup and sump pump failure coverage.

IX. RECONSTRUCTION AND CONDEMNATION

(a) Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements (“Damaged Premises”), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the mortgagees of the Units so affected and with the recordation of an amendment to this Declaration noting the effects thereof.

(b) Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair Common Elements, then, subject to (c) below, Owners of all Units shall be assessed according to their interests for the deficiency relating to the reconstruction or repair of Common Elements comprising Damaged Premises.

(c) Partition. If insurance proceeds are insufficient to reconstruct or repair the Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and mortgagees. If such approval is not obtained within thirty (30) days from the date of adjustment of insurance proceeds following the fire, casualty or other disaster, then no such for partition shall be maintained or initiated.

(d) Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed subsequent to initial construction of the Unit.

(e) Construction Fund. Insurance proceeds and special assessments shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to Owners and their mortgagees as their interests may appear, in accordance with their interests.

(f) Condemnation. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this section shall control. Each Owner of an affected Unit shall have the right to appeal of the necessity of the taking and of the amount of condemnation award with respect to its Unit and Limited Common Elements, if any, appurtenant to such Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and the amount of the condemnation award with respect to the Common Elements. Any settlement or decision on an appeal by the Association as to the Common Elements shall be binding upon all Owners. Damages shall be awarded and interests shall be adjusted as follows:

(i) Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit.

(ii) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Owners in proportion to their respective interests.

(iii) Where an entire Unit is taken, the votes on Association matters appertaining to the remaining Units shall be calculated post-condemnation in the same manner as provided above but with respect only to the remaining Units. A partial taking of a Unit shall not include the interest or vote appurtenant to the Unit. If interests or votes are affected, the Association shall record an amendment, which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole. Costs of restoration of Common Elements in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of Owner having seventy-five percent (75%) or more of the votes. Upon partition, the net proceeds of sale of the Common Elements, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their interests. If the seventy-five percent (75%) approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction, including any necessary reconstruction of Units shall commence with costs of restoration of the Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their interests.

X. DECLARANT'S RIGHTS

Until such time as the Declarant has sold all of the Units, the Declarant shall have the right to use any unsold Units and the Common Elements as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of a sales office, the holding of open houses and the erecting of signs.

XI. NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to any Owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon

Declarant or the Association shall be personally served on the registered agent specified for receipt of process or mailed by certified mail, return receipt requested to such registered agent. All Owners shall provide the Secretary or the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged the Secretary's duty with respect to giving of such notice by mailing it or having it delivered personally to the last such address on file. If a Unit Owner fails to provide such address, the Secretary shall be deemed to have given sufficient notice by mailing it or having it delivered to the Unit.

XII. RIGHTS OF MORTGAGE HOLDERS

(a) Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(i) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(ii) Any thirty (30) day delinquency in the payment of assessments owed by Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(iii) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(iv) Any proposed action that requires the consent of mortgagees.

(b) Mortgagee Acquisition of Unit. A mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget), to the extent set forth in the Act.

(c) Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of mortgagees.

(d) Termination. Any election to terminate the Condominium must require mortgagee approval as follows: (1) fifty-one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property, and (2) sixty-seven percent (67%) in all other cases.

XIII. CLAIMS AND REMEDIES

(a) **Owner Claims: Mediation and Arbitration Requirements.** In the event that a Unit Owner or resident has a claim to assert against the Association, that claim must be (a) mediated with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and in either case (c) brought within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

(b) **Attorney's Fees.** The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in (a), the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

(c) **Damages.** The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, By-Laws, or rules and regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents as set forth in the rules and regulations. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

(d) **Owner Violation; Association Right to Cure.** In addition to any other remedies provided herein, if any Owner or occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the By-Laws or the rules and regulations, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit and its Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure. Once the Association has taken such an action, it may, but shall not be obligated to, take any other or further action with respect to the same for a similar or subsequent failure by the same or a different Owner or occupant of a particular Unit.

XIV. GENERAL PROVISIONS

(a) **Remedies.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The failure of the Association to insist, in any one instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction in the future, and such term,

covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association.

(b) Assignment. The rights, powers, and obligations of the party named as Declarant may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become Declarant under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

(c) Right of Entry. Each Unit Owner hereby grants a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in this Declaration. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense, except as allocable to an individual Unit or Units for cause in the discretion of the Association.

(d) Severability. If any provision of this Declaration, or the application thereof, shall be held invalid or unenforceable, then the remainder of this Declaration shall not be affected thereby and shall be valid, and be enforced to the fullest extent.

(e) Termination. This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners. The instruments necessary for such termination shall be recorded in Milwaukee County, Wisconsin.

(f) Amendments.

(i) Except as otherwise provided by the Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of Unit Owners owning not less than two-thirds (2/3) of the percentage interest in the Common Elements. To the extent set forth in the Act, no Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Any amendment shall be recorded with the Register of Deeds for Milwaukee County. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

(ii) Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, and when the Declarant no longer has an interest in the Property or Condominium then the Board, shall have the right and power to record special amendments to this Declaration at any time and from time to time which amend this Declaration (1) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make mortgage loans covering twenty percent (20%) or more of the Units, (2) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee mortgages secured by any Unit, (3) to conform this Declaration with the requirements of the Act, or (4) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each Unit Owner. Each deed, mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property or ten (10) years from the date this Declaration is recorded, whichever first occurs.

(g) Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Nicole Bruckner, who is located at W339 S9767 Red Brae Drive, Mukwonago, Wisconsin 53149. The resident agent may be changed by the Association in any manner permitted by law.

[Signature Page to Follow]

EXHIBIT A

LEGAL DESCRIPTION

[Legal Description to be Provided]

EXHIBIT B

CONDOMINIUM PLAT AND FLOOR PLANS

FOR REPRESENTATIONAL PURPOSES ONLY.

NOT TO BE CONSTRUED AS ACTUAL SIZE.

[See attached]

EXHIBIT C

UNIT NUMBERS AND PERCENTAGE INTEREST OF COMMON ELEMENTS

<u>BUILDING</u>	<u>% INTEREST PER UNIT</u>
Building 1 Units 101 and 102	1.515%
Building 2 Units 201 and 202	1.515%
Building 3 Units 301 and 302	1.515%
Building 4 Units 401 and 402	1.515%
Building 5 Units 501 and 502	1.515%
Building 6 Units 601 and 602	1.515%
Building 7 Units 701 and 702	1.515%
Building 8 Units 801 and 802	1.515%
Building 9 Units 901 and 902	1.515%
Building 10 Units 1001 and 1002	1.515%
Building 11 Units 1101 and 1102	1.515%
Building 12 Units 1201 and 1202	1.515%

Building 13 Units 1301 and 1302	1.515%
Building 14 Units 1401 and 1402	1.515%
Building 15 Units 1501 and 1502	1.515%
Building 16 Units 1601 and 1602	1.515%
Building 17 Units 1701 and 1702	1.515%
Building 18 Units 1801 and 1802	1.515%
Building 19 Units 1801 and 1902	1.515%
Building 20 Units 2001 and 2002	1.515%
Building 21 Units 2101 and 2102	1.515%
Building 22 Units 2201 and 2202	1.515%
Building 23 Units 2301 and 2302	1.515%
Building 24 Units 2401 and 2402	1.515%
Building 25 Units 2501 and 2502	1.515%
Building 26 Units 2601 and 2602	1.515%
Building 27 Units 2701 and 2702	1.515%

Building 28 Units 2801 and 2802	1.515%
Building 29 Units 2901 and 2902	1.515%
Building 30 Units 3001 and 3002	1.515%
Building 31 Units 3101 and 3102	1.515%
Building 32 Units 3201 and 3202	1.515%
Building 33 Units 3301 and 3302	1.515%