



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

COMMON COUNCIL MEETING AGENDA

OCTOBER 1, 2024
7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski - 1st District
Greg Loreck - 2nd District
James Ruetz - 3rd District
Lisa Marshall - 4th District
Kenneth Gehl - 5th District
Chris Guzikowski - 6th District

The City's Vision

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

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance.
3. Approval of Minutes: 9/17/24

Recognition

4. **Mayoral Proclamation:** White Cane Safety Day, October 15, 2024.

Public Hearings (beginning at 7:00 p.m.)

Citizen input, comments and suggestions are requested on the specific item(s) identified below. Action by the Council may occur at the same meeting if so included in the agenda.

5. **Conditional Use Permit:** Consider a request submitted by Abel Cruz, Lawnforce LLC, for a Conditional Use Permit for outdoor storage of work trucks and equipment on the property located at 300A E. Oak Street (1st District).
6. **Resolution:** Consider Resolution No. 12518-100124, approving a Conditional Use Permit for outdoor storage submitted by Abel Cruz, Lawnforce LLC, on the property at 300A E. Oak St. (Tax Key No. 719-9013-000) (1st District).
7. **Conditional Use Permit:** Consider a request submitted by Caitlin LaJoie, Briohn Building Corp., for a Conditional Use Permit for a warehouse, a small retail warehouse, and storage on the properties at 1901 and 1941 E. Rawson Ave. (1st District).
8. **Resolution:** Consider Resolution No. 12519-100124, approving a Conditional Use Permit for retail, warehouse, and storage submitted by Caitlin LaJoie, Briohn Building Corporation, for the properties at 1901 and 1941 E. Rawson Ave. (Tax Key Nos. 768-9015-000 and 768-9014-000) (1st District).

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

9. **Resolution:** Consider Resolution No. 12520-100124, approving a Certified Survey Map for the combination of the properties located at 1901 and 1941 W. Rawson Ave., submitted by Caitlin LaJoie, Briohn Building Corporation (Tax Key Nos. 768-9015-000 and 768-9014-000) (1st District).
10. **Resolution:** Consider Resolution No. 12521-100124, approving the termination and release of Development Agreement and Declaration of Restrictions for Mega Discount Nursery CSM (1st District).

New Business

11. **Motion:** Consider a motion to approve the Plan of Finance for \$3,895,000 Taxable General Obligation Promissory Notes, Series 2024C.
12. **Resolution:** Consider Resolution No. 12522-100124, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,000,000 Taxable General Obligation Promissory Notes (by Committee of the Whole).
13. **Presentation:** 2025 Executive Draft Budget.

LICENSE COMMITTEE

14. **Motion:** Consider a motion to approve the various license requests as listed on the 10/1/24 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

15. **Motion:** Consider a motion to approve the September 25, 2024 Vendor Summary Report in the amount of \$524,027.68 (by Committee of the Whole).

Adjournment.

Public Notice

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

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

**MAYORAL PROCLAMATION
WHITE CANE SAFETY DAY
OCTOBER 15, 2024**

WHEREAS, October is Pedestrian Safety Month and for the 60th straight year, since October 6, 1964, October 15 is being recognized nationally as White Cane Safety Day; and

WHEREAS, blindness and severe visual impairment affect approximately 109,000 Wisconsin residents; and

WHEREAS, the majority of these persons use travel aids, such as a white cane or a service animal to get around public streets and sidewalks and places of public accommodation; and

WHEREAS, these travel aids are universally recognized as symbols representing vision loss; and

WHEREAS, Wisconsin's White Cane Law requires that motorists come to a full stop before approaching closer than 10 feet of a pedestrian who is using a white cane or service animal; and

WHEREAS, greater awareness of the White Cane Law leads to safer, more attentive driving in general, enhancing the safety of all pedestrians, including children, elders and people with disabilities; and

WHEREAS, communities implement many proven features to enhance the safety of all pedestrians, including sidewalks, accessible pedestrian signals and curb ramps.

NOW, THEREFORE, BE IT RESOLVED, that I, Daniel Bukiewicz, Mayor of the City of Oak Creek, do hereby proclaim Tuesday, October 15, 2024 as WHITE CANE SAFETY DAY in Oak Creek and hereby also acknowledge the importance of pedestrian safety year-round.

Dated this 1st day of October, 2024.

Daniel J. Bukiewicz, Mayor

ATTEST:

Catherine A. Roeske, City Clerk

TO BE PUBLISHED September 4 & 11, 2024

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

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Abel Cruz, Lawnforce LLC, for a Conditional Use Permit for outdoor storage of work trucks and equipment on the property located at 300A E. Oak St.

Hearing Date:

October 1, 2024

Time:

7:00 PM

Place:

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

Applicant(s):

Abel Cruz, Lawnforce LLC

Property Owner(s):

Mini-Rentals, Inc

Property Location(s):

300A E. Oak St.

Tax Key(s):

719-9013-000

Legal Description:

CERTIFIED SURVEY MAP NO. 9365, NW 1/4 SEC 4-5-22, LOT 1

The Common Council has scheduled other public hearings for October 1, 2024 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: September 4, 2024

CITY OF OAK CREEK COMMON COUNCIL

By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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



COMMON COUNCIL REPORT

Item: Conditional Use Permit - 300A E. Oak St. - Lawnforce, LLC

Recommendation: That the Council adopts Resolution No. 12518-100124, a resolution approving a Conditional Use Permit for outdoor storage submitted by Abel Cruz, Lawnforce, LLC, on the property at 300A E. Oak St. (Tax Key No. 719-9013-000).

Fiscal Impact: The proposal is for outdoor storage of work trucks and equipment in the existing parking lot and existing fenced area on the property. Development of the buildable lot will yield positive fiscal impacts in terms of assessed value, review fees, permitting fees, and approximately impact fees. The property is not located in a TID.

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

Background: The Applicant is seeking approval of a Conditional Use Permit for outdoor storage on the property at 300A E. Oak St. The property is zoned M-1, Manufacturing in which outdoor storage is a Conditional Use. Per the information supplied by the Applicant, Lawnforce, LLC, is looking to occupy the existing building on the property. The outdoor storage will consist of up to five (5) pick-up trucks in the parking lot, and the existing fenced in area will have up to four (4) pushers and five (5) plows when not attached to the pick-up trucks. Two (2) skid steers will be stored outdoors temporarily, but mainly indoors. The business hours will be 8:00 AM to 5:00 PM, Monday through Friday.

After careful consideration at the August 27th meeting, the Plan Commission recommended approval of the Conditional Use Permit subject to the attached Conditions and Restrictions.

Options/Alternatives: Council has the discretion to approve, and/or modify the Conditions and Restrictions as part of the Conditional Use Permit, or deny the request.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Melanie Pérez
Planner

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Approved:



Kristi Laine
Community Development Director

Attachments:

Draft Res. 12518-100124 (2 pages)

Location Map

Draft Conditions and Restrictions (3 pages)

Site Plan (2 pages)

RESOLUTION NO. 12518-100124

BY: _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR
OUTDOOR STORAGE SUBMITTED BY ABEL CRUZ, LAWNFORCE, LLC ON THE PROPERTY AT
300A E. OAK ST. (Tax Key No. 719-9013-000)

WHEREAS, Abel Cruz, Lawnforce, LLC, duly filed with the City Clerk an application for a Conditional Use Permit, pursuant to Sec. 17.0304 of the Municipal Code, to establish outdoor storage of work trucks and equipment on the property at 300A E. Oak St.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on October 1, 2024, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant, Abel Cruz, Lawnforce, LLC, leases the property at 300A E. Oak St., Oak Creek, WI 53154.
2. Lawnforce will store up to five (5) pick-up trucks in the existing parking areas, and five (5) pushers, five (5) plows and temporarily two (2) skid steers when not inside in the existing fenced in area, at 300A E. Oak St., Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows:

CERTIFIED SURVEY MAP NO. 9365, NW 1/4 SEC 4-5-22, LOT 1

Tax Key No. 719-9013-000

Said land being located at 300A E. Oak St.

3. The applicant is proposing to establish outdoor storage on the existing premises.
4. The aforesaid premise is zoned M-1 Manufacturing District under the Zoning Ordinance of the City of Oak Creek, which permits outdoor storage as a Conditional Use, pursuant to Sec. 17.0304 of the Municipal Code.
5. Properties to the south are developed as residential, manufacturing and institutional; properties to the north are developed as institutional and residential; properties to the east and west are developed as manufacturing.
6. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the application of Abel Cruz, Lawnforce, LLC to establish outdoor storage of work trucks and equipment on the property at 300A E. Oak St., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 17.0203, Sec. 17.0301, and Sec. 17.0304 of the Municipal Code, so as to permit the issuance of a Conditional Use Permit as therein provided.

BE IT FURTHER RESOLVED that said Conditional Use Permit is granted subject to the following conditions:

1. The grant of this Conditional Use Permit is subject to the Conditions & Restrictions approved by the Plan Commission on August 27, 2024, and by the Common Council on October 1, 2024. No alteration or modification of the approved Conditions & Restrictions shall be permitted without approval by the Common Council.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of October 2024.

Passed and adopted this 1st day of October 2024.

President, Common Council

Approved this 1st day of October 2024.

Mayor

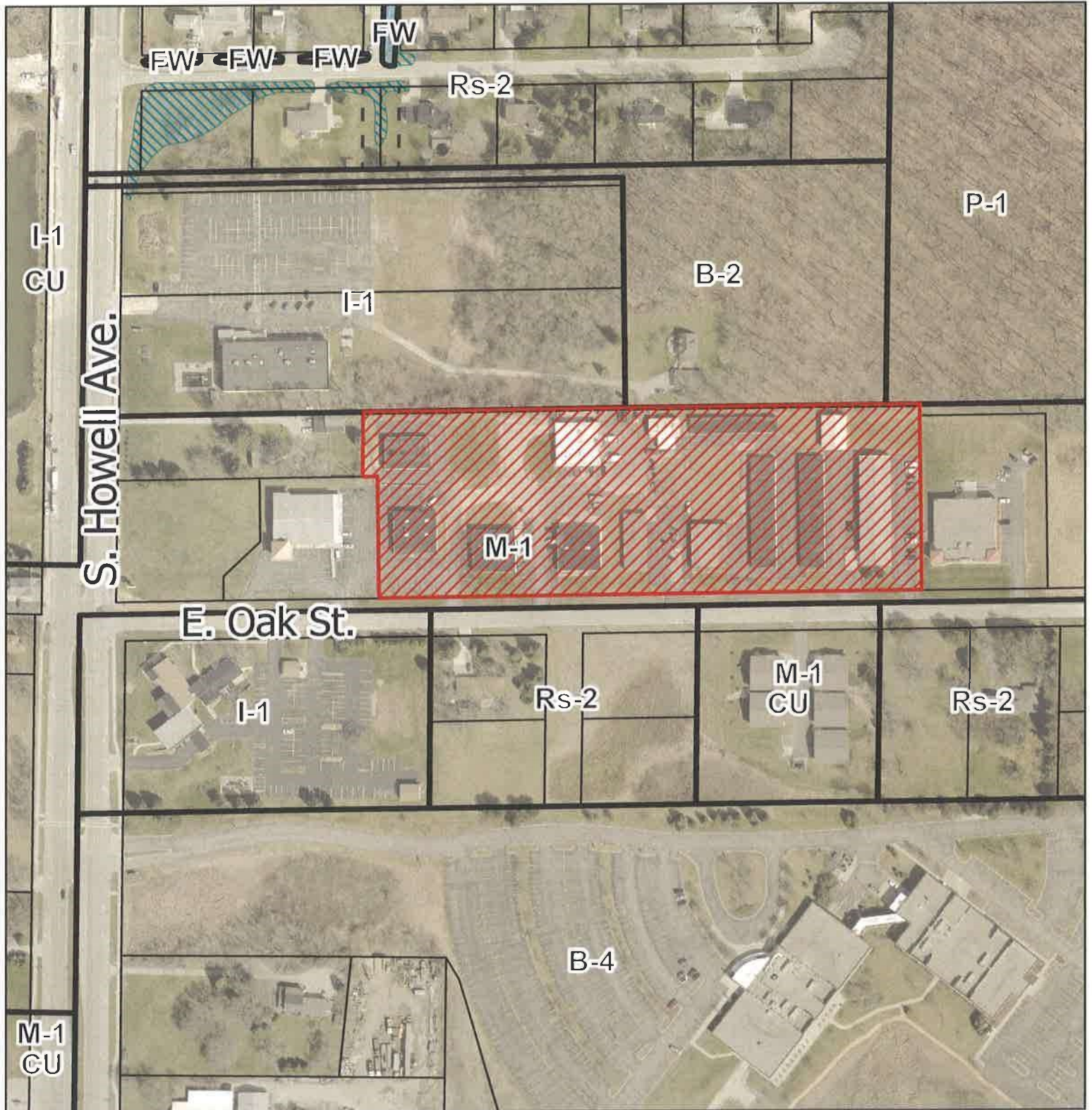
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

Location Map

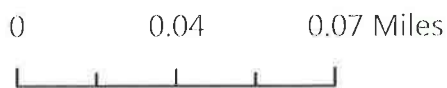
300A E. Oak St.



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
- 300A E. Oak St.



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

Applicant: LAWNFORCE, LLC

Property Address: 300A E. Oak St.

Tax Key Number(s): 719-0013-000

Conditional Use: **Outdoor Storage of work trucks and equipment**

Approved by Plan Commission: 8-27-24

Approved by Common Council: TBD

(Res. TBD)

1. LEGAL DESCRIPTION

CERTIFIED SURVEY MAP NO. 9365, NW 1/4 SEC 4-5-22, 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. A precise detailed site plan for the area affected by the Conditional Use shall be submitted to, and approved by, the Plan Commission prior to the issuance of any building permits. This plan shall show and describe the following:

1) **General Development Plan**

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number of employees
 - iii) Number of 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)
- l) Location(s) of outdoor display area(s), if permitted
- m) Location(s) of wetlands (field verified)
- n) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

2) **Landscape Plan**

- a) Screening plan, including parking lot / truck parking screening/berming
- b) 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**

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

6) **Fire Protection**

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

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

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

- E. A Development Agreement shall be completed between the owner(s) and the City if deemed necessary by the City Engineer so as to ensure the construction or installation of public or other improvements required in Item 2(B) above, and/or as specified by these Conditions and Restrictions.
- F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of this property.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. The designated areas shown on the approved site plan for outdoor storage in accordance with these Conditions and Restrictions is allowed on the property. Other uses permitted by the zoning district, in accordance with other applicable Sections of the City of Oak Creek Municipal Code and these Conditions and Restrictions, are also allowed on the property.
- B. Hours of operation will be 8:00 AM to 5:00 PM Monday through Friday.
- C. No new pole signs, pennant flags, light pole flags, permanent banners, or flashing/blinking signs shall be permitted as part of this development. All proposed signs shall be reviewed and approved by the Plan Commission prior to issuance of permits. This may include retrofitting the area impacted by the Conditional Use to address current signage requirements.
- D. Fence around the outdoor storage area must be and remain in good condition. If and when the fence is not in good condition, it must be replaced.
- E. All parking areas shall be striped and landscaped in accordance with approved site plans and applicable Codes.
- F. Any change to the occupancy of the site or building shall conform to all Building, Fire, and Municipal Code requirements (as amended).
- G. Solid waste collection and recycling shall be the responsibility of the owner.
- H. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

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

5. LIGHTING

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

6. TIME OF COMPLIANCE

The operator of the Conditional Use shall commence work in accordance with these Conditions and Restrictions within twelve (12) months from the date of adoption of the ordinance authorizing this Conditional Use Permit. This Conditional Use approval shall expire within twelve (12) months after the

date of adoption of the ordinance if building or occupancy permits have not been issued for this use.

7. 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.

8. VIOLATIONS & PENALTIES

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

9. REVOCAION

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

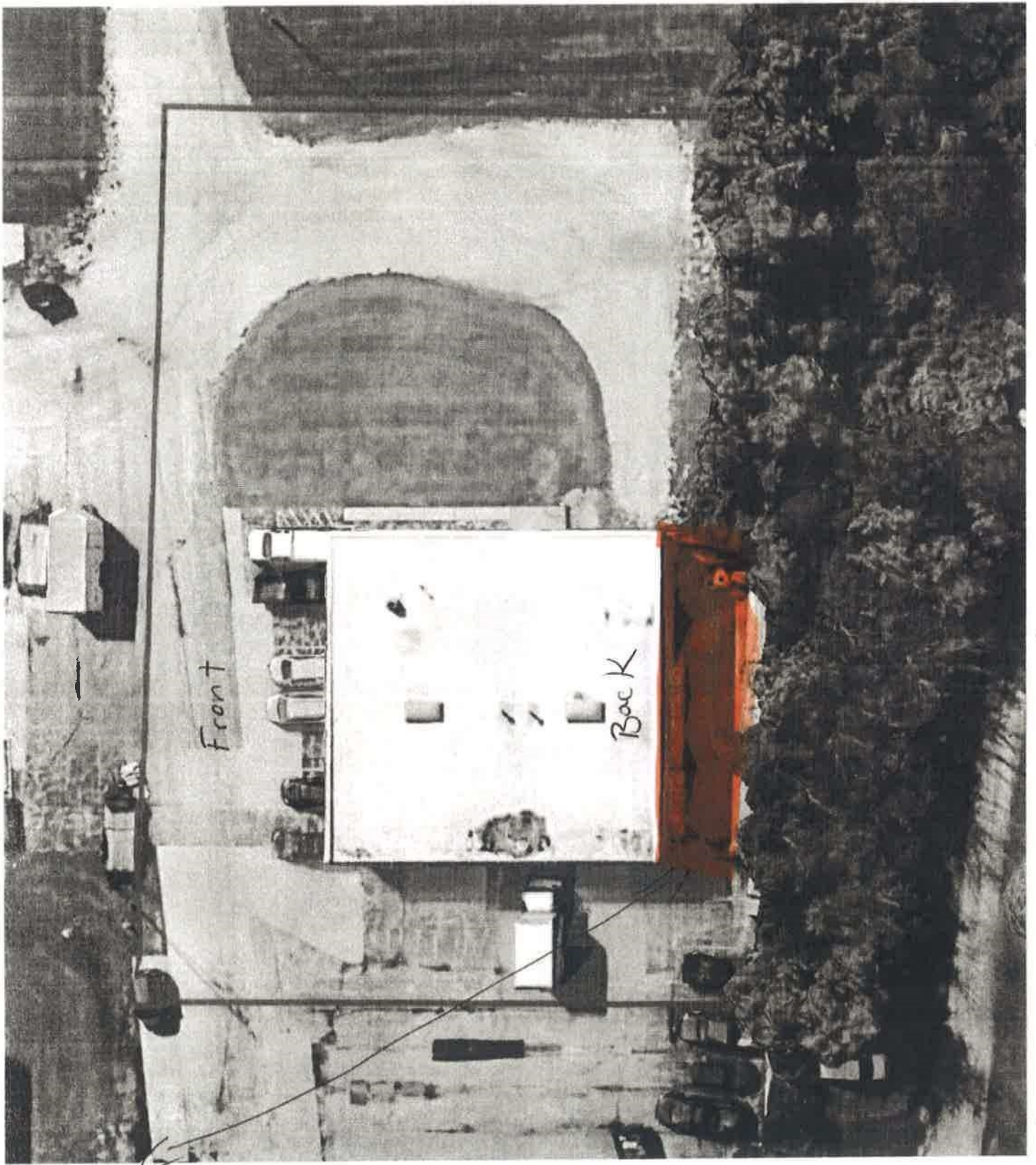
10. ACKNOWLEDGEMENT


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 subject to Paragraph 8 above.

Owner / Authorized Representative Signature

Date

(please print name)



 Pushers or skids will be parked here inside fence area

TO BE PUBLISHED September 4 & 11, 2024

OFFICIAL NOTICE

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

PURPOSE:

The purpose of this public hearing is to consider a request submitted by Caitlin LaJoie, Briohn Building Corp, for a Conditional Use Permit for a warehouse, small retail warehouse, and storage on the properties at 1901 & 1941 E. Rawson Ave.

Hearing Date:

October 1, 2024

Time:

7:00 PM

Place:

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

Applicant(s):

Caitlin LaJoie, Briohn Building Corp

Property Owner(s):

Mbar Holdings LLC a WI LLC

Property Location(s):

1901 & 1941 E. Rawson Ave.

Tax Key(s):

768-9015-000 & 768-9014-000

Legal Description:

CSM NO. 8055 LOT 2 NW 1/4 SEC 10-5-22 (7.99 ACS)

CSM NO. 8055 LOT 1 NW 1/4 SEC 10-5-22 (2.015 ACS)

The Common Council has scheduled other public hearings for October 1, 2024 at 7:00 PM. This hearing may begin at 7:00 PM or as soon as possible following the conclusion of other public hearings.

Any person(s) with questions regarding the proposed change may call the Department of Community Development at (414) 766-7000, during regular business hours.

Date of Notice: September 4, 2024

CITY OF OAK CREEK COMMON COUNCIL

By: Daniel J. Bukiewicz, Mayor

PUBLIC NOTICE

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



COMMON COUNCIL REPORT

Item: Conditional Use Permit - 1901 & 1941 E. Rawson Ave.

Recommendation: That the Council adopts Resolution No. 12519-100124, a resolution approving a Conditional Use Permit for retail, warehouse, and storage submitted by Caitlin LaJoie, Briohn Building Corporation, for the properties at 1901 & 1941 E. Rawson Ave. (Tax Key Nos. 768-9015-000 & 768-9014-000).

Fiscal Impact: The proposal is for approval to have retail under 50,000 sq. ft., warehouse under 200,000 sq. ft., and storage on the properties. Development of the buildable lot will yield positive fiscal impacts in terms of assessed value, review fees, permitting fees, and approximately impact fees. The property is not located in a TID.

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

Background: The Applicant is requesting approval of a Conditional Use Permit for retail under 50,000 sq. ft., storage and small-scale warehousing less than 200,000 sq. ft., and storage on the properties at 1901 & 1941 E. Rawson Ave.

Per the information supplied by the Applicant, the company that is looking to utilize the conceptualized facility is Graff. Graff is a manufacturer of luxury plumbing and hardware collections, ranging from bathroom to kitchen products. They are looking to relocate an existing facility in Milwaukee to the conceptualized approximate 100,000 sq. ft. facility in Oak Creek. The business is not open to the public, but the estimated 14,000 sq. ft. retail portion of the building will be for appointments with designers.

After careful consideration at the August 27th meeting, the Plan Commission recommended approval of the Conditional Use Permit subject to the attached Conditions and Restrictions.

Options/Alternatives: Council has the discretion to approve, and/or modify the Conditions and Restrictions as part of the Conditional Use Permit, or deny the request.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Melanie Pérez
Planner

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Approved:



Kristi Laine
Community Development Director

Attachments:

Draft Res. 12519-100124 (2 pages)

Location Map

Draft Conditions and Restrictions (4 pages)

Concept Site Plan (1 pages)

RESOLUTION NO. 12519-100124

BY: _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR
RETAIL, WAREHOUSE AND STORAGE, SUBMITTED BY CAITLIN LAJOIE, BRIOHN BUILDING
CORPORATION FOR THE PROPERTIES AT 1901 AND 1941 E. RAWSON AVE.
(TAX KEY NOS. 768-9015-000 & 768-9014-000)

WHEREAS, Caitlin LaJoie, Briohn Building Corporation duly filed with the City Clerk an application for a Conditional Use Permit, pursuant to Sec. 17.0304 of the Municipal Code, to establish retail under 50,000 square feet, warehousing less than 200,000 square feet and storage on the properties at 1901 & 1941 E. Rawson Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on October 1, 2024, at 7:00 p.m. or soon thereafter, in the Common Council Chambers, to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant, Caitlin LaJoie, Briohn Building Corporation, representing the future buyers of the Property, has offices at 3885 N. Brookfield Rd., Brookfield, WI 53045.
2. Briohn Building Corporation, will build an approximate 100,000 sq. ft. warehouse facility with an estimated 14,000 sq. ft. of it dedicated for retail space on the properties at 1901 & 1941 E. Rawson Ave., Oak Creek, Milwaukee County, Wisconsin, more particularly described as follows:

CSM NO. 8055 LOT 1 NW 1/4 SEC 10-5-22 (2.015 ACS)

Tax Key Nos. 768-9015-000 & 768-9014-000

Said land being located at 1901 & 1941 E. Rawson Ave.

3. The applicant is proposing to establish retail under 50,000 sq. ft., warehousing less than 200,000 sq. ft. and storage on the properties located at 1901 & 1941 W. Rawson Ave.
4. The aforesaid premise is zoned M-1 Manufacturing District under the Zoning Ordinance of the City of Oak Creek, which permits retail under 50,000 sq. ft., warehousing less than 200,000 sq. ft., and outdoor storage as a Conditional Use, pursuant to Sec. 17.0304 of the Municipal Code.
5. Properties to the south are vacant, properties to the north are developed residential, properties to the east are developed as residential and commercial, and properties to the west are developed as agricultural.
6. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Oak Creek that the application of Caitlin LaJolie, Briohn Building Corporation to establish retail, warehouse and storage on the properties at 1901 & 1941 E. Rawson Ave., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 17.0203, Sec. 17.0301, and Sec. 17.0304 of the Municipal Code, so as to permit the issuance of a Conditional Use Permit as therein provided.

BE IT FURTHER RESOLVED that said Conditional Use Permit is granted subject to the following conditions:

1. The grant of this Conditional Use Permit is subject to the Conditions & Restrictions approved by the Plan Commission on August 27, 2024, and by the Common Council on October 1, 2024. No alteration or modification of the approved Conditions & Restrictions shall be permitted without approval by the Common Council.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of October 2024.

Passed and adopted this 1st day of October 2024.

President, Common Council

Approved this 1st day of October 2024.

Mayor

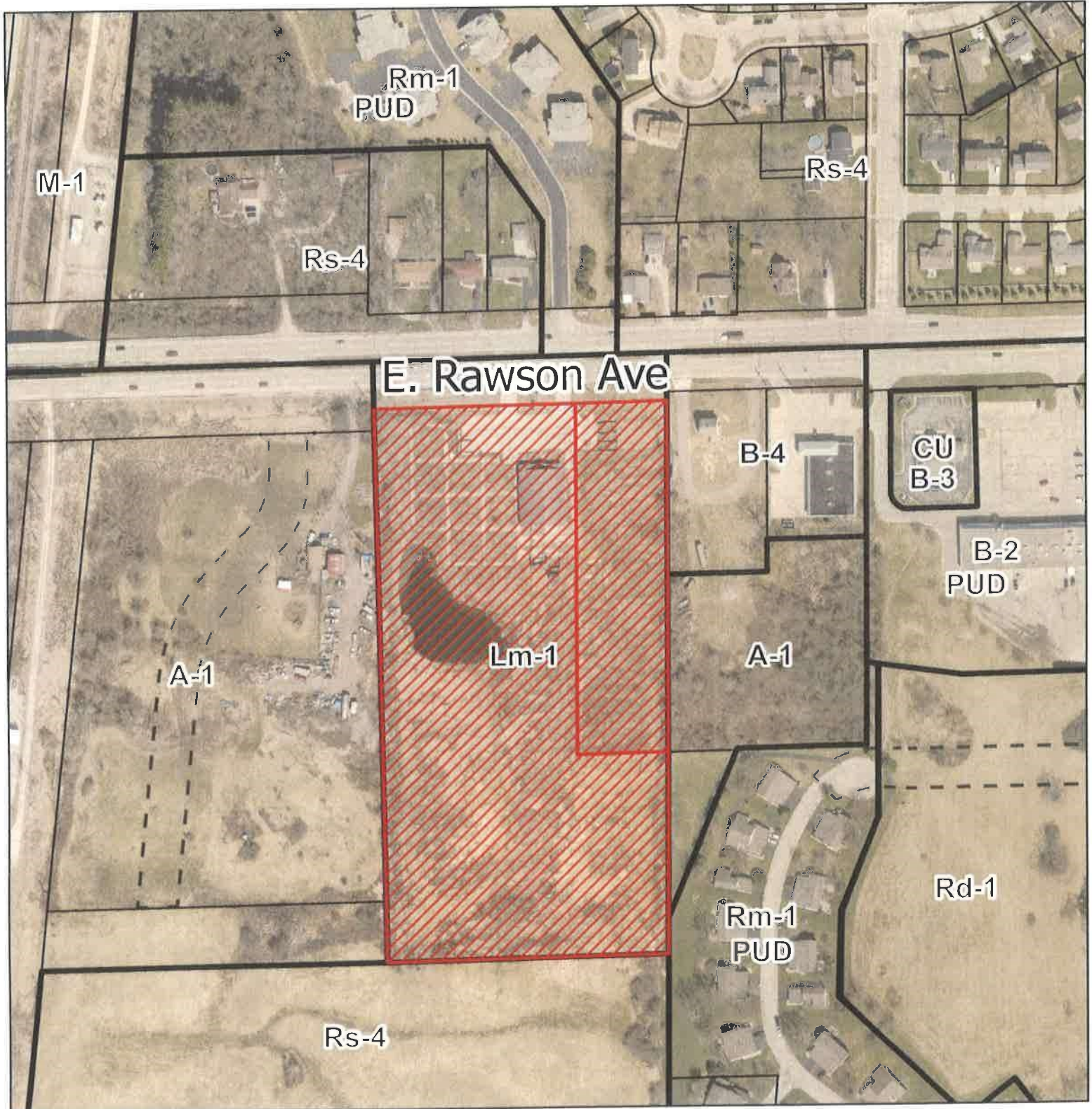
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

1901 & 1941 E. Rawson Ave.



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



Community Development

0 0.04 0.07 Miles



Legend

- Zoning
- Flood Fringe
- Official Street Map
- Parcels
- Floodway
- 1901 & 1941 E. Rawson Ave.

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

Applicant: GRAFF FAUCETS, CO.

Property Address: 1901 & 1941 E. Rawson Ave

Tax Key Number(s): 768-9015-000 & 768-9014-000

Conditional Use: Warehouse, storage, less than 200,000 square feet, & retail/small-scale warehouse

Approved by Plan Commission: TBD

Approved by Common Council: TBD

(Res. TBD)

1. LEGAL DESCRIPTION

CSM NO. 8055 LOT 2 NW 1/4 SEC 10-5-22 (7.99 ACS)

CSM NO. 8055 LOT 1 NW 1/4 SEC 10-5-22 (2.015 ACS)

2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

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

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

1) General Development Plan

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
 - i) Location(s) and future expansion
 - ii) Number of employees
 - iii) Number of 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)
- l) Location(s) of outdoor display area(s), if permitted
- m) Location(s) of wetlands (field verified)
- n) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

2) Landscape Plan

- a) Screening plan, including parking lot / truck parking screening/berming
- b) 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

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

6) Fire Protection

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction
- 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 landscaping plan must be submitted for review and approval by the Plan Commission prior to the issuance of a building or occupancy permit. Landscaping, in accordance with the approved plan must be in place prior to the issuance of an occupancy permit.
- 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 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.

3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. Uses allowed on this property shall be limited to those allowed in the Lm-1, Light Manufacturing zoning district, these Conditions and Restrictions, and all applicable sections of the Municipal Code (as amended).
- B. Hours of operation shall be between 8:00AM and 5:00PM Monday-Friday. Ownership and maintenance will be allowed 24/7 access, as necessary.
- C. No new pole signs, pennant flags, light pole flags, permanent banners, or flashing/blinking signs shall be permitted as part of this development. All proposed signs shall be reviewed and approved by the Plan Commission prior to issuance of permits. This may include retrofitting the area impacted by the Conditional Use to address current signage requirements.
- D. All parking areas shall be striped and landscaped in accordance with approved site plans and applicable Codes.
- E. Any change to the occupancy of the site or building shall conform to all Building, Fire, and Municipal Code requirements (as amended).
- F. Solid waste collection and recycling shall be the responsibility of the owner.
- G. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the landowner(s).

4. PARKING AND ACCESS

- A. Access and parking for this development shall be provided in accordance with Sections 17.0403 & 17.0404 of the Municipal Code (as amended).

5. LIGHTING

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

6. BULK AND DIMENSIONAL REQUIREMENTS, SETBACKS

Lot Standards (Minimum)	
Lot Area	1 acre
Lot Width	150 ft
Yard Setbacks (Minimum) (1)	
Front	25 ft
Street Facing Side	25 ft
Interior Side	15 ft
Rear	25 ft
Building Standards (Maximum)	
Height	50 ft
Building Coverage	60%
Lot Coverage	70%
Parking	
Transition & Required Landscape Areas	See Sec. 17.0505
Notes:	
(1) Setbacks from wetlands shall be a minimum of fifteen (15) feet with a five (5) foot undisturbed buffer.	

7. TIME OF COMPLIANCE

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

8. OTHER REGULATIONS

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

9. VIOLATIONS & PENALTIES

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

10. REVOCAION

Should an applicant, their heirs, successors or assigns, fail to comply with the Conditions and Restrictions of the approval issued by the Common Council, the Conditional Use Permit approval may

be revoked. The process for revoking an approval shall generally follow the procedures for approving Conditional Use Permit as set forth in Section 17.1007 of the Municipal Code (as amended).

11. ACKNOWLEDGEMENT

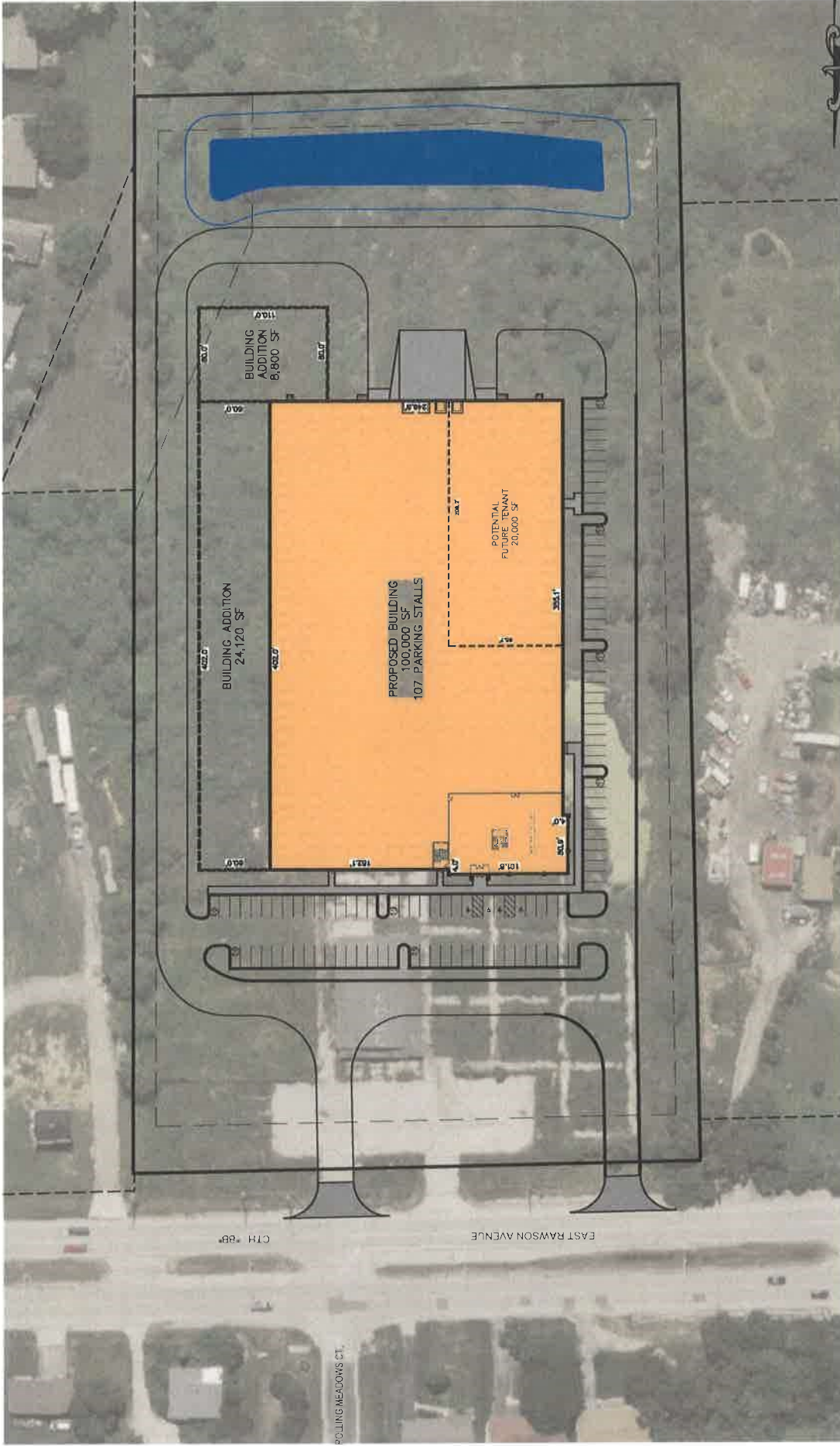
The approval and execution of these Conditions and Restrictions shall confirm acceptance of the terms and conditions hereof by the owner, and these Conditions and Restrictions shall run with the property unless revoked by the City, or terminated by mutual agreement of the City and the owner, and their subsidiaries, related entities, successors and assigns subject to Paragraph 8 above.

Owner / Authorized Representative Signature

Date

(please print name)

DRAFT





COMMON COUNCIL REPORT

Item: Certified Survey Map - 1901 & 1941 E. Rawson Ave.

Recommendation: That the Council adopts Resolution No. 12520-100124, a resolution approving a Certified Survey Map for the combination of the properties located at 1901 & 1941 W. Rawson Ave., submitted by Caitlin LaJoie, Briohn Building Corporation. (Tax Key Nos. 768-9015-000 & 768-9014-000).

Fiscal Impact: The proposal is to combine the properties into one (1) lot in the Lm-1, Light Manufacturing zoning district. Development of the buildable lot will yield positive fiscal impacts in terms of assessed value, review fees, permitting fees, and approximately impact fees. The property is not located in a TID.

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

Background: The Applicant is requesting approval of a Certified Survey Map (CSM) to combine the properties at 1901 and 1941 E. Rawson Ave. Following the combination, the parcel will be 10 acres, and will meet the bulk and dimensional Code requirements for the Lm-1, Light Manufacturing Zoning District. Staff notes that all easements must be shown on the Certified Survey Map prior to recording.

The Plan Commission reviewed this request during their July 9, 2024 meeting, and recommended approval subject to the following conditions:

1. That the signature page is updated to the current Plan Commission Secretary.
2. That all easements are shown on the Certified Survey Map 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.

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

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Melanie Pérez
Planner

Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Approved:



Kristi Laine
Community Development Director

Attachments:

Draft Res. 12520-100124 (2 pages)

Location Map

Draft Certified Survey Map (5 pages)

RESOLUTION NO. 12520-100124

BY: _____

RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR THE COMBINATION OF THE PROPERTIES LOCATED AT 1901 & 1941 W. RAWSON AVE., SUBMITTED BY CAITLIN LAJOIE, BRIOHN BUILDING CORPORATION.
(TAX KEY NOS. 768-9015-000 & 768-9014-000)

WHEREAS, CAITLIN LAJOIE, BRIOHN BUILDING CORPORATION, hereinafter referred to as the Subdivider, has submitted a Certified Survey Map in compliance with all statutory requirements; and,

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

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

1. That the signature page is updated to the current Plan Commission Secretary.
2. That all easements are shown on the Certified Survey Map 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.

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

1. That the signature page is updated to the current Plan Commission Secretary.
2. That all easements are shown on the Certified Survey Map 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.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of October, 2024.

Passed and adopted this 1st day of October, 2024.

President, Common Council

Approved this 1st day of October, 2024.

Mayor

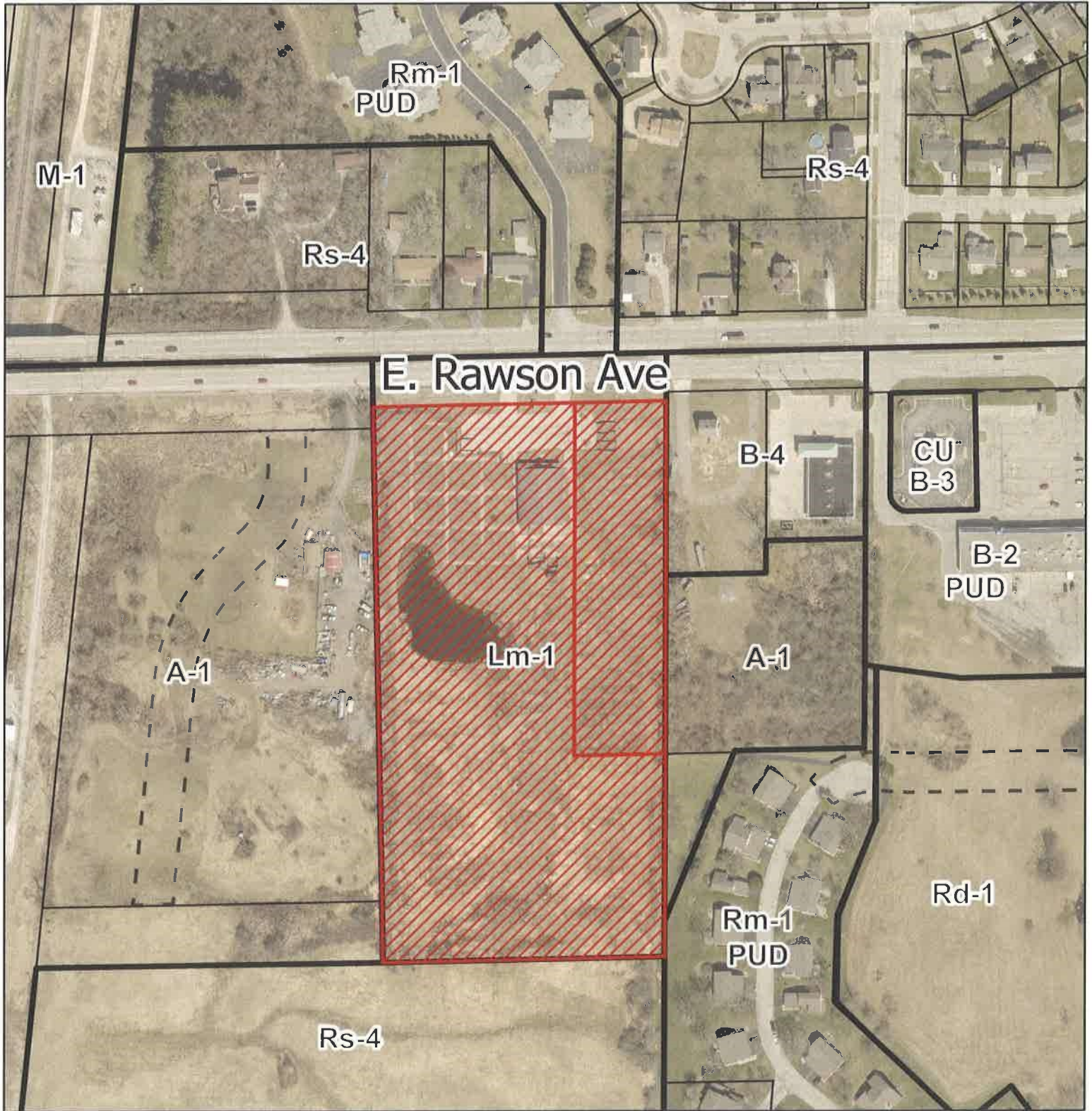
ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

Location Map

1901 & 1941 E. Rawson Ave.



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



Community Development



Legend

- Zoning
- Flood Fringe
- Official Street Map
- Parcels
- Floodway
- 1901 & 1941 E. Rawson Ave.

CERTIFIED SURVEY MAP NO.

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO 8055 AND RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 09613456, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE VILLAGE OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.



PREPARED FOR:
BRIOHN LAND DEVELOPMENT, LLC
3885 NORTH BROOKFIELD ROAD
BROOKFIELD, WI 53045

⊙ INDICATES 1" IRON PIPE FOUND

ALL BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 10, WHICH HAS A WISCONSIN COUNTY COORDINATE SYSTEM (MILWAUKEE COUNTY) BEARING OF N 88°52'55" E

SEE SHEET 2 FOR EASEMENT DETAILS

TAK KEY NO. 265-1448-0000, AND 265-1149-0000

ZONING: LM-1

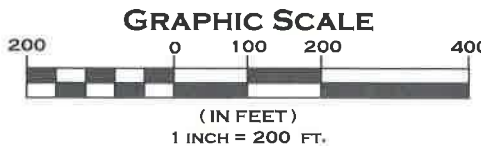
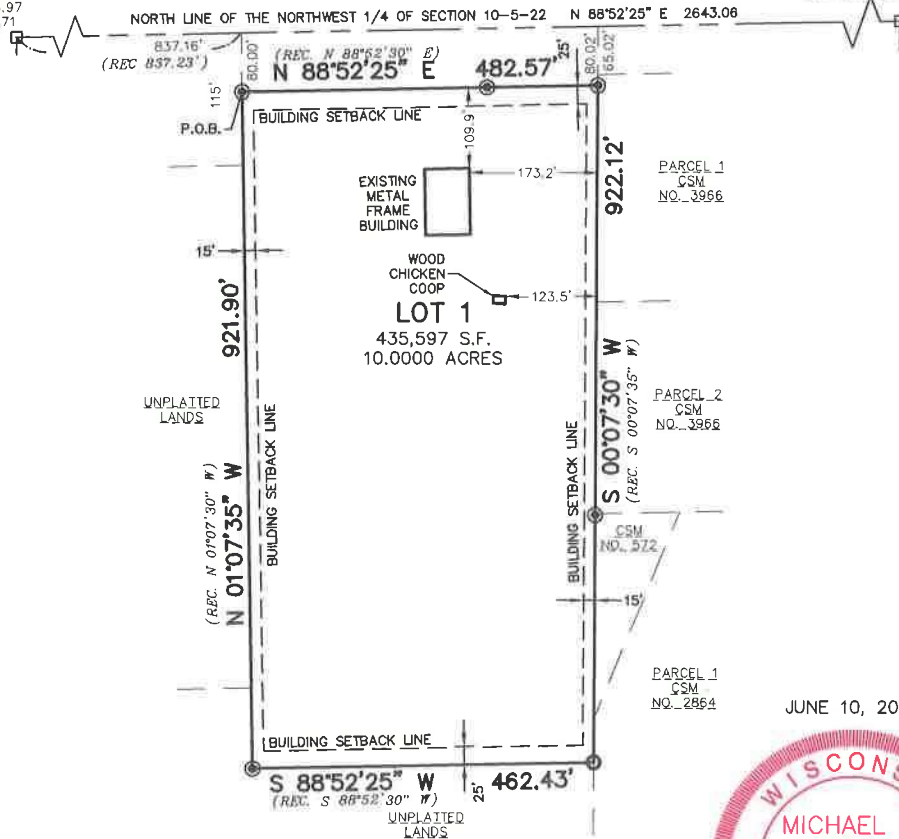


NORTHWEST CORNER
NORTHWEST 1/4
SECTION 10-5-22
CONCRETE MONUMENT
W/ BRASS CAP
N. 254,676.97
E. 610,901.71

EAST RAWSON AVENUE

PUBLIC RIGHT OF WAY WIDTH VARIES

NORTHEAST CORNER
NORTHWEST 1/4
SECTION 10-5-22
CONCRETE MONUMENT
W/ BRASS CAP
N. 254,728.92
E. 613,544.28



JUNE 10, 2024



CERTIFIED SURVEY MAP NO. _____

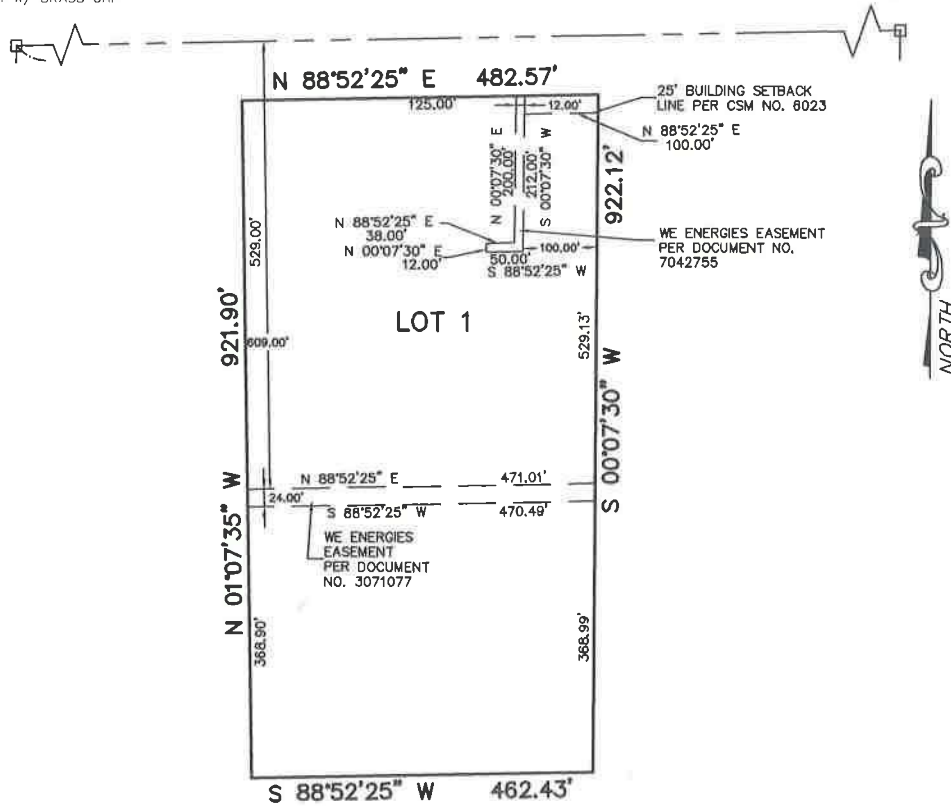
LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO 8055 AND RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 09613456, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE VILLAGE OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

EASEMENT DETAIL

NORTHWEST COR. OF THE NORTHWEST 1/4 OF SECTION 10-5-22 A CONCRETE MONUMENT W/ BRASS CAP

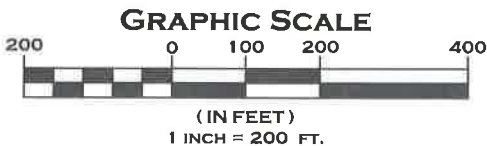
EAST RAWSON AVENUE

NORTHEAST COR. OF THE NORTHWEST 1/4 OF SECTION 10-5-22 A CONCRETE MONUMENT W/ BRASS CAP



THE CROSS ACCESS EASEMENT AS SHOWN ON C.S.M. 8055 IS NO LONGER VALID WITH THE COMBINING OF THE LOTS. IT IS NOT PLOTTED HEREON.

JUNE 10, 2024



CERTIFIED SURVEY MAP NO. _____

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO 8055 AND RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 09613456, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE VILLAGE OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, MICHAEL J. BERRY, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, REDIVIDED AND MAPPED A REDIVISION OF LOT 1 AND LOT 2 CERTIFIED SURVEY MAP NO. 8055, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO 8055 AND RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 09613456, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE VILLAGE OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

LANDS CONTAINING 435,597 SQUARE FEET (10.0000 ACRES) MORE OR LESS.

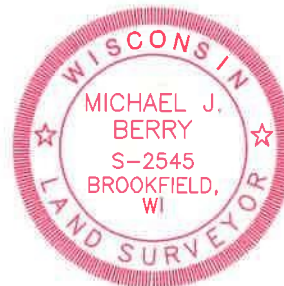
THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF BRIOHN LAND DEVELOPMENT, LLC, OWNER OF SAID LAND.

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

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE STATUTES OF THE STATE OF WISCONSIN AND CHAPTER 14 OF THE CITY OF OAK CREEK MUNICIPAL CODE IN SURVEYING, REDIVIDING, AND MAPPING THE SAME.

DATED THIS 10TH DAY OF JUNE, 2024.


PROFESSIONAL LAND SURVEYOR,
S-2545
STATE OF WISCONSIN



CERTIFIED SURVEY MAP NO. _____

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO 8055 AND RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 09613456, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE VILLAGE OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

BRIOHN LAND DEVELOPMENT, LLC, A WISCONSIN LIMITED LIABILITY COMPANY EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFY THAT THEY HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF OAK CREEK.

IN WITNESS WHEREOF, BRIOHN LAND DEVELOPMENT, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY NELSON E. WILLIAMS, ITS MANAGER AT _____, WISCONSIN, THIS _____ DAY OF _____, 2024.

NELSON E. WILLIAMS
MANAGER

STATE OF WISCONSIN))
COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2024 NELSON E. WILLIAMS, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES: _____

JUNE 10, 2024



CERTIFIED SURVEY MAP NO. _____

LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP NO 8055 AND RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS AS DOCUMENT NO. 09613456, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE VILLAGE OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN.

PLANNING COMMISSION APPROVAL

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF OAK CREEK ON THIS _____ DAY OF _____, 2024.

DANIEL BUKIEWICZ, CHAIRMAN
CITY OF OAK CREEK

KARI PAELBON, SECRETARY
CITY OF OAK CREEK

COMMON COUNCIL APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF OAK CREEK IN ACCORDANCE WITH THE RESOLUTION NO. _____, ADOPTED ON THIS _____ DAY _____, 2024.

DANIEL BUKIEWICZ, MAYOR
CITY OF OAK CREEK

CATHERINE A. ROESKE, CITY CLERK
CITY OF OAK CREEK

JUNE 10, 2024





COMMON COUNCIL REPORT

Item: Termination & Release of Development Agreement & Declaration of Restrictions - 1901 & 1941 E. Rawson Ave.

Recommendation: That the Council adopts Resolution No. 12521-100124, a resolution approving the termination and release of Development Agreement and Declaration of Restrictions for Mega Discount Nursery CSM.

Fiscal Impact: The resolution dissolves agreements between the City and Mega Discount from 1994 so that the proposal on behalf of Graff Faucets, Co. to construct a 105,000 sq. ft. warehouse and showroom may move forward. Development of the buildable lot will yield positive fiscal impacts in terms of assessed value, review fees, permitting fees, and approximately impact fees. The property is not located in a TID.

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

Background: The City and Mega Discount Nursery entered into both a Development Agreement and Declaration of Restrictions in 1994 for development of infrastructure for the proposed Mega Discount business at 1901 & 41 W. Rawson Ave. That development and installation of said infrastructure has been complete and the Agreements may be dissolved so that a future developer, Graff Faucets, Co., may move forward with a new development at said Property.

Options/Alternatives: Council has the discretion to approve, and/or modify the Resolution and attached Termination Agreement, or deny the request.

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Kristi Laine
Community Development Director

Fiscal Review:

Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments: Termination and Release of Development Agreement and Declaration of Restrictions

**TERMINATION AND
RELEASE OF
DEVELOPMENT
AGREEMENT AND
DECLARATION OF
RESTRICTIONS**

THIS TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT AND DECLARATION OF RESTRICTIONS MEGA DISCOUNT NURSERY CSM (“Release”) is executed this ___ day of _____, 2024, by the **CITY OF OAK CREEK**, a municipal corporation (the “*City*”).

RECITALS

A. The City and Mega Discount Nursery (“*Nursery*”) are parties to that certain Development Agreement Mega Discount Nursery CSM dated September 21, 1994 and recorded with the Milwaukee County Register of Deeds on October 5, 1994 as Document No. 7010226, a copy of which is attached hereto as Exhibit A and that certain Declaration of Restrictions Mega Discount Nursery CSM dated September 26, 1994 and recorded with the Milwaukee County Register of Deeds on October 5, 1994 as Document No. 7010227, a copy of which is attached hereto as Exhibit A (the documents set forth in Exhibit A shall be collectively referred to as the “*Agreement Document*”), relating to that certain property known as 1901 and 1941 E. Rawson Avenue, Oak Creek, Wisconsin and legal described as set forth in Exhibit B;

B. The development contemplated by Nursery is complete, and its obligations under the Agreement Document are satisfied.

C. The City desires to terminate and release the Agreement Document and the Nursery from its obligations thereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City agrees as follows:

1. Termination and Release. The City hereby terminates, releases, discharges, and abandons all of its right, title and interest in the Agreement Document and agrees that the Nursery shall have no further obligations to the City thereunder.

2. Authority. The persons executing this Release represents and warrant that they have the legal authority to bind the respective party for which signature is made.

3. Governing Law. This release shall be deemed to be made under, and shall be construed in accordance with, and shall be governed by, the laws of the state of Wisconsin.

[Signatures Appear on the Following Page]

Recording Area

Name and Return Address:

Lisa Wood

Amundsen Davis, LLC

111 E. Kilbourn Ave., Suite 1400

Milwaukee, WI 53202

Parcel Identification Number (PIN)

See Exhibit B

EXHIBIT A

Copy of the Agreement Document

(see attached)

EXHIBIT B

Legal Description of the Property

PARCEL A:

LOT 2 OF CERTIFIED SURVEY [MAP NO. 8055](#), RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON JUNE 16, 2008 AS DOCUMENT NO. 9613456, SAID CERTIFIED SURVEY MAP BEING A REDIVISION OF PARCEL 1 AND PARCEL 2 OF [CERTIFIED SURVEY MAP NO. 6023](#), BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSES ONLY:

TAX KEY NO: 768-9015-000

PROPERTY ADDRESS: 1901 EAST RAWSON AVENUE, OAK CREEK

PARCEL B:

LOT 1 OF CERTIFIED SURVEY [MAP NO. 8055](#), RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON JUNE 16, 2008 AS DOCUMENT NO. 9613456, SAID CERTIFIED SURVEY MAP BEING A REDIVISION OF PARCEL 1 AND PARCEL 2 OF [CERTIFIED SURVEY MAP NO. 6023](#), BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 5 NORTH, RANGE 22 EAST, IN THE CITY OF OAK CREEK, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

FOR INFORMATIONAL PURPOSE ONLY:

TAX KEY NO: 768-9014-000

PROPERTY ADDRESS: 1941 EAST RAWSON AVENUE, OAK CREEK

COMMON COUNCIL REPORT

Item: Plan of Finance for \$3,895,000 Taxable General Obligation Promissory Notes, Series 2024C.

Recommendation: Motion to approve the Plan of Finance for \$3,895,000 Taxable General Obligation Promissory Notes, Series 2024C.

Fiscal Impact: The debt service for the \$3,895,000 Taxable General Obligation Promissory Notes will be paid by TID No. 8.

Critical Success Factor(s):

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

Background: The Plan of Finance is for the issuance of \$3,895,000 Taxable General Obligation Promissory Notes, Series 2024C to finance the acquisition of 25.442 acres of property located at 10523 S. Howell Avenue.

The Common Council authorized the property acquisition when it approved a Purchase and Sale Agreement (PSA) on December 21, 2021, and the City is required to acquire the property per the PSA by December 31, 2024. The Series 2024C Notes are projected to be sold at an interest rate of 5.50% and are not callable.

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

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

Respectfully Submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gaggin, MPA
Deputy City Administrator / Finance Officer

Attachments:

- Plan of Finance
- Purchase and Sale Agreement dated February 28, 2022

BAIRD

City of Oak Creek

TID #8 Financing Plan

October 1, 2024

Justin A. Fischer, Managing Director

jfischer@rwbaird.com

777 East Wisconsin Avenue

Milwaukee, WI 53202

Phone 414.765.3827

City of Oak Creek

TID #8 Financing Plan
October 1, 2024



Timeline

- City Council considers Plan of Finance / Parameters Resolution October 1, 2024
 - Authority for final sign-off of the Notes sale, within designated parameters, is delegated to the City Administrator or Deputy City Administrator/Finance Officer
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating (public offering only)
 - ✓ Marketing
- If market is strong & meet Council's parameters, sell the Notes (finalizes terms and interest rates)..... November 2024
- Closing (funds available)..... Anticipated December 16, 2024

Borrowing/Structure/Purpose

Estimated Size:	\$3,895,000
Issue:	Taxable General Obligation Promissory Notes, Series 2024C
Purpose:	TID #8
Structure:	Matures April 1, 2025 -2029
First Interest:	April 1, 2025
Callable:	TBD
Estimated Interest Rate:	5.50%
Parameters Maximum Interest Rate:	6.00%

City of Oak Creek

TID #8 Financing Plan
October 1, 2024

TIF #8 Financing Illustration



PRELIMINARY		
TAXABLE GO PROMISSORY NOTES		
Dated: December 16, 2024 (First Interest: April 1, 2025)		
YEAR DUE	PRINCIPAL (4/1)	TOTAL
2024	\$2,670,000	\$2,746,942
2025	\$290,000	\$334,641
2026	\$300,000	\$332,342
2027	\$310,000	\$329,776
2028	\$325,000	\$331,695
2029		
	\$3,895,000	\$4,075,396

YEAR DUE	TID #8 PROJECTED NET REVENUES FOR D/S (A)	TID #8 NET REVENUES AVAILABLE FOR D/S (A)
2024	\$623,569	\$623,569
2025	\$2,368,776	(\$378,166)
2026	\$300,517	(\$34,124)
2027	\$302,206	(\$30,136)
2028	\$320,950	(\$8,826)
2029	\$736,230	\$404,535
	\$4,652,249	\$576,853

(A) Amounts per City projections.

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (this "Agreement") is entered into as of February 28, 2022, by and between OAKVIEW HOLDINGS LLC, a Wisconsin limited liability company ("Grantor"), and CITY OF OAK CREEK, a Wisconsin municipal corporation ("Grantee").

RECITALS

A. Grantor owns that certain real property in Oak Creek, Wisconsin commonly known 10523 South Howell Avenue, and as Tax Parcel No. 955-9998-000, as more particularly described on Exhibit A attached hereto, having approximately 25.4 acres of land, together with all improvements, easements, rights of way and appurtenances thereto (collectively, the "Property"), which Property was purchased from Susanne Mordja on the date of this Agreement;

B. Grantor intends to complete any and all work to the Property necessary to cause it to be a "pad-ready" parcel, which work is set forth on Exhibit B attached hereto (collectively, the "Grantor's Work");

C. Grantor desires to grant Grantee an exclusive option to purchase the Property; and

D. The parties desire to enter into this Agreement to confirm the Grantor's grant of such option to purchase to Grantee on the terms and provisions set forth below.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Option: Option Fee.

1.1. Grantor hereby grants Grantee the option to purchase the Property (the "Option"), which shall commence on the date of this Agreement (the "Effective Date") and shall expire December 31, 2024 (the "Option Term"); provided, however, Grantor and Grantee acknowledge and agree that Grantee's exercise of the Option is subject to the time limitations set forth in Section 2 of this Agreement.

1.2. On or before the date that is ten (10) days after the Effective Date, Grantor shall copy and deliver to Grantee all of the items listed on Exhibit C attached hereto, to the extent such items are in Seller's possession or control (collectively, the "Inspection Records"). Notwithstanding anything to the contrary set forth herein, during the sixty (60) day period immediately following the Effective Date (the "Inspection Period"), Grantee, at its sole cost and expense, may perform an inspection of the Property, obtain a current Phase I environmental assessment of the Property, conduct any sampling or other invasive testing of the water or soil on or beneath the Property, and conduct any other inspection or investigation of the Property which Grantee deems appropriate or desirable, as determined in its sole discretion. Grantee shall have until the end of the Inspection Period to terminate this Agreement by written notice to Grantor in the event that Grantee determines, in its sole discretion, that any matter disclosed in Grantee's due diligence adversely impacts the value

of the Property or the marketability of the Property, including, without limitation, (i) any adverse matter revealed by Grantee's inspections, (ii) any adverse matter revealed by Grantee's review of the Inspection Records, or (iii) any matter otherwise determined by Grantee to adversely affect the Property or Grantee's intended use of the Property. In the event Grantee timely terminates this Agreement by written notice to Grantor given on or before the expiration of the Inspection Period, this Agreement shall be null and void, and Grantee and Grantor shall have no further obligations hereunder, except those provisions that expressly survive the termination of this Agreement. In the event Grantee fails to timely terminate this Agreement or elects to waive the Inspection Period in writing to Grantor, Grantee agrees to deposit the Option Fee with the Title Company, in accordance with Section 1.3 of this Agreement, within three (3) business days after the expiration or earlier waiver of the Inspection Period.

1.3. If this Agreement is not terminated in accordance with the terms and provisions of Section 1.2, as consideration for the Option, Grantee agrees to deposit Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) (the "Option Fee") with the Title Company to hold in escrow pursuant to an escrow agreement reasonably acceptable to Grantor, Grantee and the Title Company, which Option Fee shall (i) be non-refundable to Grantee, except in the event of a default by Grantor as described in Section 10 of this Agreement and (ii) be applied towards the Purchase Price at the closing for purchase of the Property.

2. Manner of Exercise. The Option shall be exercisable by Grantee delivering written notice of exercise to Grantor on or before the expiration date of the Option Term (the "Option Notice"); provided, however, Grantee shall have no right to exercise the Option prior to November 1, 2023, unless the parties otherwise agree in writing to the contrary. Upon the timely exercise of the Option, Grantee shall be obligated to purchase from Grantor and Grantor shall be obligated to convey to Grantee good and marketable title to the Property for the price and upon the terms set forth herein.

3. Purchase Price. Subject to the adjustments and prorations set forth in this Agreement, the purchase price for the Property purchased hereunder shall be One Hundred Forty-Nine Thousand One Hundred and 00/100 (\$149,100.00) per acre (the "Purchase Price"); provided, however, Grantor and Grantee acknowledge and agree that, notwithstanding anything to the contrary set forth in this Agreement, (i) the Purchase Price set forth herein contemplates that Grantor has completed all of the Grantor's Work in a manner reasonably acceptable to Grantee, and (ii) in the event that Grantor has not completed any portion of the Grantor's Work, the Purchase Price shall be reduced by the cost of any portions of the Grantor's Work which has not been completed as of the date of the exercise of the Option, as determined by Grantee in its reasonable discretion. In the event there is any dispute regarding the cost of any portions of the Grantor's Work which has not been completed, Grantee shall select a third-party contractor, which contractor shall be reasonably acceptable to Grantor, to provide a quote for such incomplete Grantor's Work for the purposes of determining the appropriate reduction to the Purchase Price. In the event that Grantor and Grantee agree in writing to amend this Agreement and allow Grantee to exercise the Option earlier than the time limitations set forth in Section 2, above, and close on the purchase of the Property in 2022, Grantor and Grantee agree that the Purchase Price shall be equal to One Hundred Forty-Two Thousand and 00/100 (\$142,000.00) per acre, subject to the adjustments set forth herein for the Grantor's Work.

4. Purchase Price Adjustments. The Purchase Price shall be adjusted at Closing on the following basis:

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

4.2. Special and Area Assessments. Grantor shall pay all special and area assessments for work actually commenced, completed, or levied prior to the Closing Date. Grantee shall be responsible for all other special and area assessments for the Property.

4.3. Utilities. Grantor shall cause all utility meters to be read and final bills rendered as of the Closing Date, including, without limitation, water, sewer, electricity and other public utility charges with respect to the Property, and Grantor shall pay any such charges at the Closing. To the extent Grantor is unable to cause all such final bills to be rendered after utilizing commercially reasonable efforts, any such utility charges shall be prorated effective as of the day immediately preceding the Closing Date utilizing an estimate of such charges reasonably approved by both Grantee and Grantor based on prior utility bills.

4.4. Recording Fees. Grantee shall pay the recording fee for the Deed (as defined below) and Grantor shall pay all other recording fees, including, without limitation, recording fees for such documents as are required to be recorded in order to cause title to the Property to be in the condition called for by this Agreement.

4.5. Title Policy. Grantor shall pay the premium for the Title Policy (as defined below).

4.6. Closing Costs. Grantee and Grantor shall each pay fifty percent (50%) of any escrow charges or closing fees of the Title Company related to the Closing.

4.7. Other Costs. All other customary purchase and sale costs shall be paid by Grantor or Grantee in accordance with the custom in the State of Wisconsin.

5. Grantor's Obligations. Grantor, at Grantor's sole cost and expense, hereby covenants and agrees to perform the obligations set forth below.

5.1. Within fifteen (15) days after Grantor's receipt of Grantee's Option Notice, Grantor shall obtain a commitment to issue a policy of title insurance in the amount of the full Purchase Price, naming Grantee as the insured, written by First American Title Insurance Company or any other title company reasonably satisfactory to Grantee (the "Title Company"), which policy shall be in the current ALTA form, and which policy shall guaranty Grantee's title to be in the condition called for hereunder. Grantor agrees to cause

the removal of all standard exceptions from the policy of title insurance, except any standard exceptions which can only be removed by providing an ALTA/NSPS survey of the Property. If Grantee discovers any matter of title which is not (i) an Existing Encumbrance or (ii) a title encumbrance to which Grantee has consented pursuant to the terms and provisions of Section 5.3 (hereinafter referred to as a "Title Defect"), Grantee shall notify Grantor of the same and Grantor shall correct such Title Defect. If the Title Defect is not removed from title or the Title Company does not agree in writing to insure over such Title Defect in a manner satisfactory to Grantee, as determined in its sole discretion, on or before the date which is twenty (20) days after Grantor's receipt of Grantee's written notice of Title Defects, Grantor shall be deemed to be in default under this Agreement and Grantee shall be afforded all rights and remedies set forth in Section 10 of this Agreement. All Existing Encumbrances and title encumbrances to which Grantee has consented pursuant to the terms and provisions of Section 5.3 are, collectively, the "Permitted Exceptions." Notwithstanding anything to the contrary set forth in this Agreement, in no event shall any monetary liens or encumbrances, including, without limitation, mortgages encumbering the Property, be included as Permitted Exceptions, and Grantor agrees to cause the payment of all such monetary liens and encumbrances at Closing. Grantor shall cause the Title Company to issue, at Closing, a current, standard ALTA owner's title insurance policy, with gap coverage and extended coverage over the printed standard or general exceptions (except the standard survey exceptions unless Grantee elects to obtain an ALTA/NSPS survey), in the amount of the Purchase Price insuring Grantee as the fee simple owner of the Property as of the date of recording the Warranty Deed, subject only to the Permitted Exceptions ("Title Policy"). Grantee shall have the right to obtain additional endorsements to the Title Policy at Grantee's sole cost and expense. Grantor agrees to execute any and all affidavits or other documents required by the title insurer to provide gap coverage and any other title endorsements requested by Grantee and agrees to deliver such executed documents at the Closing. All costs of providing the title commitment, and of issuing the Title Policy pursuant to the Title Commitment, except any costs which are Grantee's responsibility as expressly stated under this Agreement, shall be borne by Grantor and shall be paid at Closing.

5.2. During the Inspection Period and after Grantor's receipt of Grantee's Option Notice, Grantor agrees that Grantee, its agents, employees and designees, at any time after the date hereof, may enter upon the Property on reasonable notice to Grantor for the purpose of conducting inspections, studies and investigations of the Property. Grantee may inspect and examine reports, records and plans and specifications relating to the Property. Grantee's exercise of its right of entry and inspection shall in no event release the Grantor from its warranties and representations as set forth herein. Grantee may work with third party entities to perform any investigations as Grantee deems necessary, in Grantee's sole discretion. Subject to the other provisions hereof, Grantor agrees to cooperate with Grantee in Grantee's attempt to conduct its due diligence inspections of the Property.

5.3. From the Effective Date while this instrument is in effect, Grantor shall operate and manage the Property in the same manner as it has been operated and managed heretofore, provided that during said period, Grantor shall not do, suffer or permit, or agree to do, without the prior written consent of Grantee, which consent may be granted or withheld in Grantee's sole discretion, any of the following:

(i) enter into any transaction in respect to or affecting the Property out of the ordinary course of business;

(ii) perform or permit any act which will diminish or otherwise affect Grantee's interest under this Agreement or in or to the Property or which will prevent Grantor's full performance of its obligations hereunder;

(iii) encumber title to the Property in any manner; or

(iv) enter into any new lease of all or any portion of the Property.

5.4. Grantor shall cause such Grantor's Work (to the extent Grantor completes the same) to be completed in a good and workmanlike manner and in accordance with all local, state and federal laws, ordinances and regulations (including, but not limited to, environmental, zoning, energy, conservation, building code and public health laws, ordinances and regulations).

6. Grantor's Representations and Warranties.

6.1. Grantor hereby represents and warrants to Grantee as of the Effective Date and as of the date of Closing (as hereinafter defined), which warranties shall survive Closing for a period of one (1) year, as follows:

(i) Grantor has good right, title and authority to convey title to the Property in the manner called for under Section 7, below, and this Agreement is a valid and binding obligation of Grantor, enforceable in accordance with its terms. Neither the execution, delivery, and performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Grantor to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Grantor.

(ii) There is no existing or any pending or threatened litigation, suit, action or proceeding before any court or administrative agency affecting Grantor or the Property.

(iii) Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, or any regulations promulgated thereunder.

(iv) Grantor has received no written notice that the Property currently violates any applicable laws, ordinances, orders or requirements noted in or issued by any federal, state, county, municipal or other statutory authority or court having jurisdiction over the Property (collectively, the "Laws"). Grantor has received no written notice of any violations of any Laws, similar rules or regulations relating and/or applicable to the ownership, use, or operation of the Property as it is now operated, and/or other licenses or permits, which remain uncured.

(v) (a) Grantor has received no written notice that any Hazardous

Materials (as defined below) are currently located on the Property in violation of any applicable Environmental Laws (as defined below): (b) to Grantor's actual knowledge, there are no underground storage tanks located on the Property; (c) Grantor has not used the Property as a dump for Hazardous Materials; (d) Grantor has received no written notice that the Property and its present uses violate Environmental Laws (as defined below); and (e) to Grantor's actual knowledge, there are no Hazardous Materials located upon the Property in violation of any applicable Environmental Laws. The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Texas, or the United States Government including, but not limited to, any material or substance which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Texas law, (2) petroleum, (3) asbestos, (4) polychlorinated biphenyl, (5) radioactive material, (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1317), (7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(vi) Grantor has received no written notice that the Property currently violates any applicable laws, ordinances, orders or requirements noted in or issued by any federal, state, county, municipal or other statutory authority or court having jurisdiction over the Property (collectively, the "Laws"). Grantor has received no written notice of any violations of any Laws, similar rules or regulations relating and/or applicable to the ownership, use, or operation of the Property as it is now operated, and/or other licenses or permits, which remain uncured.

(vii) As of the Effective Date, Grantor's fee simple ownership interest in and to the Property is subject only to the encumbrances set forth on Exhibit D attached hereto (the "Existing Encumbrances"), which reflects the encumbrances shown on Grantor's owner's policy of title insurance obtained by Grantor at the closing of the purchase of the Property from Susanne Mordja.

6.2. Grantor hereby indemnifies and agrees to defend and hold harmless Grantee and its successors and assigns from and against any and all claims, expenses, costs, damages, losses and liabilities (including reasonable attorneys' fees) that may at any time be asserted against or suffered by Grantee (and/or its successors and/or assigns) or the Property, or any part thereof, whether before or after the Closing, as a result of, on account of or arising from any breach of any covenant, representation, or warranty of Grantor made under Section 6.1 of this Agreement or in any instrument or document delivered pursuant to this Agreement. The terms and provisions of this Section 6.2 shall survive the Closing.

6.3. At Closing, Grantor shall represent and warrant to Grantee that all representations and warranties of Grantor in this Agreement remain true and correct as of the Closing date, except for any changes in any such representations or warranties that occur and are disclosed by Grantor to Grantee expressly and in writing at any time and from time to time prior to the Closing date promptly upon Grantor's discovery of such changes, which disclosures shall thereafter be updated by Grantor to the Closing date. Each and all of the express warranties, covenants, and indemnifications made and given by Grantor to Grantee herein shall survive the execution and delivery of the Deed (as defined below) by Grantor to Grantee for a period of one (1) year after the Closing.

7. Conveyance Documents. Grantor shall, upon payment of the Purchase Price, subject to the adjustments and prorations set forth herein, convey fee simple title in the Property to Grantee by good and sufficient special warranty deed (on the State Bar of Wisconsin form) (the "Deed"), in recordable form, free and clear of all liens and encumbrances except the Permitted Exceptions. Grantor and Grantee shall execute and deliver a closing statement setting forth the Purchase Price and adjustments and prorations thereof, an authorization to file an electronic real estate transfer return regarding the conveyance contemplated thereby, and such title insurance affidavits as may be required by the Title Company. Grantor shall, at Closing, deliver appropriate waivers, in form reasonably satisfactory to Grantee, of any such private party approval rights or restrictions. Possession of the Property shall be delivered to Grantee on the date of closing.

8. Closing. This transaction is to be closed (the "Closing") at the office of the Title Company on a date mutually agreed upon by Grantor and Grantee, but in any event within ninety (90) days after Grantor's receipt of Grantee's Option Notice, or at such other time and place as may be agreed in writing by Grantor and Grantee.

9. Adjustments and Prorations. Grantor shall be responsible for the premium for the title insurance policy referenced above and for the payment of the Wisconsin real estate transfer tax. Grantee shall be responsible for payment of any recording costs for the Deed. Real estate taxes shall be prorated as of the date of the closing of the purchase of the Property. All other closing costs shall be allocated amongst the parties in accordance with customs for real estate transactions in Milwaukee County, Wisconsin.

10. Default. If Grantor breaches any representation or warranty set forth in this Agreement or defaults in the full and timely performance of any of its obligations hereunder and such breach or default continues for a period of five (5) days after Grantor's receipt of written notice from Grantee, Grantee may elect to (i) terminate this Agreement and receive a refund of the Option Fee, (ii) seek specific performance, and/or (iii) seek any remedy or combination of remedies available to Grantee under this Agreement or at law or in equity.

11. Notices. Any notice or election herein required or permitted to be given or served by any party hereto upon the other shall be in writing and delivered in person or sent by United States certified or registered mail, postage prepaid, or by Federal Express or similar overnight delivery service, addressed as follows:

If to Grantee:

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

Attn: City Administrator
Email: avickers@oakcreekwi.org

With a Copy to: Melissa Karls, City Attorney
7300 South 13th Street, Suite 104
Oak Creek, WI 53154
Email: mkarls@haskinkarls.com

If to Grantor: Oakview Holdings LLC
Matthew J. Mehring
N48W25276 Aberdeen Drive
Pewaukee, WI 53072
Email: mmehring@andersonashton.com

With a Copy to: Michael A. Marx
Mallery s.c.
731 North Jackson Street, Suite 900
Milwaukee, WI 53202
Email: mmarx@mallerysc.com

Any such notice if mailed as provided herein shall be deemed to have been mailed, rendered, given or served on the date mailed and shall be deemed to have been received on the expiration of two (2) business days after mailing or on the first business day after delivery to Federal Express or similar overnight delivery service. Any notice or communication personally delivered shall be deemed to have been given or served upon the party to whom delivered upon delivery thereof in the manner above provided.

12. Brokerage Commission. Grantor and Grantee hereby mutually represent and warrant to each other that neither of them has dealt with any other agent, broker, finder or other person in connection with the transaction contemplated by this Agreement in such a manner to give rise to any valid claim for a broker's, finder's or similar fee and Grantor and Grantee each hereby agree to indemnify and hold each other harmless from and against any and all liability, obligation, loss, cost and/or expense (including attorneys' fees) in connection with the claims of any such agent, broker, finder or other person which are based on the conduct, actions or agreements of Grantor or Grantee.

13. Miscellaneous.

13.1. All of the terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13.2. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

13.3. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope

or intent of such sections of this Agreement, nor in any way affect this Agreement.

13.4. Any waiver of any provision or of any breach of this Agreement shall be in writing and signed by the applicable party waiving said provision or breach. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

13.5. Grantee shall have the right to record this Agreement with the Office of Register of Deeds for Milwaukee County, Wisconsin. However, upon Grantee's request, Grantor shall execute a memorandum of this Agreement, in recordable form, giving notice of Grantee's rights hereunder, which memorandum, at Grantee's option and expense, may be recorded in the Office of Register of Deeds for Milwaukee County. In the event such memorandum is recorded and Grantee does not exercise the Option or this Agreement is terminated, Grantee agrees to promptly record in the Office of Register of Deeds for Milwaukee County, upon expiration or termination of this Agreement, a termination agreement confirming that the Option has expired or terminated and removing the memorandum of record.

13.6. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original, and all of which when taken together shall be deemed to constitute one fully-signed Agreement. Execution and delivery of this Agreement by portable document format ("PDF") copy bearing the PDF signature of any of the parties hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such PDF copies shall constitute enforceable original documents.

13.7. Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "business day" shall mean any weekday except for those weekdays that a banking institution within the State of Wisconsin is required by said state to be closed (a "Holiday"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday or Holiday, the act shall be performed or notice given on the following business day.

[SIGNATURES NEXT PAGE FOLLOWING.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed as of the date first written above.

GRANTOR:

OAKVIEW HOLDINGS LLC

By: 
Name: Matthew Melting
Title: Member

GRANTEE:

CITY OF OAK CREEK

By: 
Name: Daniel J. Bukiewicz
Title: Mayor


Attest: 
Name: Catherine A. Roeske
Title: City Clerk

EXHIBIT A
Legal Description of Property

The South Twenty-seven (27) acres of the North fifty-three (53) acres of the East half of the North East quarter of Section thirty-two, Town five (5) North, of Range Twenty-two East, in the City of Oak Creek, Milwaukee County, Wisconsin, excepting those portions dedicated or conveyed for public highway purposes.

Tax Parcel No. 955-9998-000

EXHIBIT B
Description of Grantor's Work

All work necessary to cause the Property to be a "pad-ready" site for development, with all buildings demolished and clearing and grubbing completed, including, without limitation:

1. Obtain a wetland delineation of the parcel and submit a report to the WI DNR
2. Obtain an ALTA Survey of the Property
3. Conduct soil borings in various locations of the Property (minimum of 10)
4. Obtain approval for the WI DNR for the removal of not more than 10,000 square feet of wetland areas that qualifies under the general permit application process
5. If approved by the WI DNR, contract with a grading contractor to fill the wetland according to the general permit requirements
6. Remove trees that are detrimental to the development of the Property
7. Grading activity to match elevation and contours of adjacent property owned by Grantee
8. Erosion control for the Property as required by Grantee, including establishment of grass cover over re-graded site
9. Remove farm animals from the Property
10. Demolition of the farmstead and all buildings on the Property
11. Properly abandon all wells and private onsite wastewater systems (POWTS)
12. Remove all fuel tanks, above grade or buried, evaluate adjacent soils for illicit fuel content and properly remove impacted materials
13. Disconnect all natural gas and electric laterals to meet all WE Energies specifications
14. Removal and proper off-site landfilling of all remaining general debris

EXHIBIT C
Inspection Records

1. Copies of any prior owner's policy of title insurance for the Property and any and all underlying title encumbrance documents.
2. Copies of all surveys or maps of the Property.
3. Copies of all environmental reports prepared by third parties, all engineering reports, soil reports, and other professional reports (or the like) of the Property.
4. Copies of any and all contracts encumbering the Property.
5. Copies of any flood zone certificate, if applicable.

EXHIBIT D
Existing Encumbrances

1. Taxes for the year of Closing and thereafter which are not yet due and payable
2. Rights of the public and private rights of others entitled thereto in and to the use of the portion of the premises that may be within the boundaries of any highway, public road, street, alley or other public way.
3. Right of the public in that portion of the Property as may lie below the ordinary high-water mark, and in the waters of the airspace over the creek located on the Property and the retention pond on the western portion of the Property.
4. Terms and Conditions of Quit Claim Deed from WisPark LLC to Susanne E. Mordja dated July 15, 2014 and recorded August 27, 2014 as Document No. 10389478.
5. Terms and Conditions of Utility Easement granted by an instrument recorded as Document No. 2880349.
6. Terms and Conditions of Resolution recorded as Document No. 5587384.
7. Terms and Conditions of Award of Compensation recorded August 8, 1985 as Document No. 5834458.
8. Terms and Conditions of Revocable Occupancy Permit recorded August 1, 2007 as Document No. 9472222.



COMMON COUNCIL REPORT

Item: Resolution No. 12522-100124, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,000,000 Taxable General Obligation Promissory Notes, Series 2024C.

Recommendation: That the Common Council adopts Resolution No. 12522-100124, a Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$4,000,000 General Obligation Promissory Notes, Series 2024C..

Fiscal Impact: The debt service for the \$3,895,000 General Obligation Promissory Notes will be paid by TID No. 8.

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

Background: The Plan of Finance includes \$3,895,000 Taxable General Obligation Promissory Notes, Series 2024C to finance the acquisition of 25.442 acres of property located at 10523 S. Howell Avenue.

The Series 2024C Notes are projected to be amortized through the remaining life of TID No. 8 (2029), with a larger principal payment of \$2,670,000 to minimize the amount of interest incurred.

Resolution No. 12522-100124 gives Baird the ability to present to the City a sale on any day versus only on the day of a Common Council meeting, offering flexibility to take advantage of favorable interest rates. Parameters for the Series 2024C Notes sale includes a maximum price of \$4,000,000 and interest rate of 6.00%.

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

Options/Alternatives: The Common Council could choose to request that the sale of the Series 2024C Notes come back to them for approval at a set Common Council meeting, thus removing the flexibility to sell the Series B Notes on a day of Baird's choosing based on the interest rate market.

Respectfully Submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared and Fiscal Review:



Maxwell Gagin, MPA
Deputy City Administrator / Finance Officer

Attachments:

- Resolution No. 12522-100124

RESOLUTION NO. 12522-100124

RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO
EXCEED \$4,000,000 TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2024C

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Oak Creek, Milwaukee County, Wisconsin (the "City") to raise funds for public purposes, including acquiring land in Tax Incremental District No. 8 (the "Project");

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

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

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

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the general obligation promissory notes designated "Taxable General Obligation Promissory Notes, Series 2024C" (the "Notes") through negotiation with Robert W. Baird & Co. Incorporated, as underwriter ("Baird") or by private placement, with Baird serving as placement agent, with another financial institution to be determined at the time of the sale of the Notes (Baird or such other financial institution are referred to herein as the "Purchaser");

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

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

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

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed FOUR MILLION DOLLARS (\$4,000,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 13 of this Resolution, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed FOUR MILLION DOLLARS (\$4,000,000). The purchase price to be paid to the City for the Notes shall not be less than 96.50% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 3.50% of the principal amount of the Notes, with an amount not to exceed 1.25% of the principal amount of the Notes representing the Purchaser's compensation (in the event Baird serves as underwriter of the Notes).

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2024C"; shall be issued in the aggregate principal amount of up to \$4,000,000; shall be dated as of their date of issuance; shall be in denominations set forth on the Approving Certificate; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$300,000 per maturity or mandatory redemption amount, that a maturity or mandatory redemption payment may be eliminated if the amount of such maturity or mandatory redemption payment set forth in the schedule below is less than or equal to \$300,000, and that the aggregate principal amount of the Notes shall not exceed \$4,000,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$3,895,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2025	\$2,670,000
04-01-2026	290,000
04-01-2027	300,000
04-01-2028	310,000
04-01-2029	325,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2025 or on such other date approved by an Authorized Officer in the Approving Certificate. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 6.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

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

mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2024 through 2028 for the payments due in the years 2025 through 2029 in the amounts as are sufficient to meet the principal and interest payments when due.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2024C" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of

meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and

acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 10. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. Use of The Depository Trust Company, New York, New York ("DTC") is authorized, if necessary, in connection with the issuance of the Notes. In order to make the Notes eligible for the services provided by DTC, the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the

extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the method of sale of the Notes, principal amount, denominations, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

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

Section 14. Offering Document. The Common Council hereby authorizes Baird to prepare an Official Statement or Term Sheet (each, an "Offering Document") with respect to the Notes. The Common Council hereby directs an Authorized Officer to approve the Offering Document with respect to the Notes and, to the extent required, deem the Offering Document as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by an Authorized Officer or other officers of the City in connection with the preparation of such preliminary Offering Document and any addenda to it or final Offering Document are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the preliminary Offering Document and any addenda or final Offering Document. The City Clerk shall cause copies of the preliminary Offering Document and any addenda or final Offering Document to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 16. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded October 1, 2024.

Daniel Bukiewicz
Mayor

ATTEST:

Catherine A. Roeske
City Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

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

1. Resolution. On October 1, 2024, the Common Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$4,000,000 Taxable General Obligation Promissory Notes, Series 2024C of the City (the "Notes") and delegating to me the authority to determine the method of sale of the Notes, to approve an offering document, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

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

The Notes shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$4,000,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$300,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2025	\$2,670,000	\$ _____
04-01-2026	290,000	_____
04-01-2027	300,000	_____
04-01-2028	310,000	_____
04-01-2029	325,000	_____

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

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 96.50% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering price provided by the Purchaser of the Notes (\$ _____) and the purchase price to be paid to the City by the Purchaser (\$ _____) is \$ _____, or _____% of the principal amount of the Notes, which does not exceed 3.50% of the principal amount of the Notes. [The portion of such amount representing Purchaser's compensation is \$ _____, or not more than 1.25% of the principal amount of the Notes.]

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

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

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

7. Denominations. The Notes shall be issued in the denomination of \$ [_____].

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

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

Andrew J. Vickers
City Administrator

OR

Maxwell C. Gagin
Deputy City Administrator/Finance Officer

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

For the Term Bonds Maturing on April 1, 20

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

EXHIBIT B

(Form of Note if Baird is Underwriter)

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

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, 20__ _____, 2024 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on [April 1, 2025] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of acquiring land in Tax Incremental District No. 8, as authorized by a resolution adopted on October 1, 2024, as supplemented by an Approving Certificate, dated _____, 2024 (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Common Council for said date.

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

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

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

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

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as

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

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

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

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

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

Date of Authentication: _____

CERTIFICATE OF AUTHENTICATION

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

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

(Form of Note if Private Placement)

NUMBER UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
MILWAUKEE COUNTY
CITY OF OAK CREEK
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024C
\$ _____

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE:
April 1, 20__ _____, 2024 _____%

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS (\$ _____)

FOR VALUE RECEIVED, the City of Oak Creek, Milwaukee County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on [April 1, 2025] until the aforesaid principal amount is paid in full.

Both the principal of and interest on this Note are payable in lawful money of the United States by the City Clerk or City Treasurer.

This Note is payable as to principal and interest upon presentation and surrender hereof at the office of the City Clerk or City Treasurer. Payment of each installment of interest shall be made to the registered owner hereof who shall appear on the registration books of the City maintained by the City Clerk or City Treasurer at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date") and shall be paid by check or draft of the City mailed to such registered owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the City Clerk or City Treasurer.

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

This Note is one of an issue of Notes aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purposes, including paying the cost of acquiring land in Tax Incremental District No. 8, as authorized by a resolution adopted on October 1, 2024, as supplemented by an Approving Certificate, dated _____, 2024. Said Resolution is recorded in the official minutes of the Common Council for said date.

[The Notes maturing on April 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Before the redemption of any of the Notes, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.]

The Notes are issued in registered form in the denomination of [\$100,000] or more. This Note may be exchanged at the office of the City Clerk or City Treasurer for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

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

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

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

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

CITY OF OAK CREEK
MILWAUKEE COUNTY, WISCONSIN

By: _____
Daniel Bukiewicz
Mayor

(SEAL)

By: _____
Catherine A. Roeske
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Registered Owner)

(Authorized Officer)

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

Section 67.09, Wisconsin Statutes provides that the City Clerk of the City when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the City Clerk of the City should be notified and a copy of this Assignment should be sent to the City Clerk of the City for his or her records.



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 10/1/24 License Committee Report.

Fiscal Impact: License fees in the amount of \$568.90 were collected.

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

Background:

1. Grant a Change of Agent on the 2024-25 Class A Combination alcohol license issued to Woodman’s Food Market, Inc. dba Woodman’s Food Market #37, 8131 S. Howell Ave. from David Keesey to Margarito Martinez.
2. Grant a Change of Agent on the 2024-25 Class A Combination alcohol license issued to Aldi Inc. (Wisconsin) dba Aldi 91, 410 W. Drexel Ave., from Jared Eggold to Allison Shedivy.
3. Grant a 2024-25 Class A Combination alcohol license to Kinjal Parekh, Agent on behalf of Foresight Inc., dba Nexus Vape ‘n Cigar, 934 E. Rawson Ave., with release of the license subject to the final departmental approvals.

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller CMC/WCMC
Deputy City Clerk

Fiscal Review:

Maxwell Gaggin, MPA
Deputy City Administrator / Finance Officer

Attachments: none

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the September 25, 2024 Vendor Summary Report in the total of \$524,027.68

Fiscal Impact: Total claims paid of \$524,027.68

Critical Success Factor(s):c

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

Background: Of note are the following payments:

1. \$5,290.00 to Alfred Benesch & Co. (pg #2) for bridge Inspections. Project #19016.
2. \$93,552.99 to All Ways Contractors (pg #1) for Abendschein parking lot and entrance road. Project #23003.
3. \$13,998.77 to City of Oak Creek Police Department (pg #8) for asset forfeitures.
4. \$20,497.80 to E. H. Wolf & Sons, Inc. (pg #4) for fuel inventory.
5. \$106,090.45 to GFL Environmental (pg #5) for August trash and recycling.
6. \$47,473.00 to Karl Ford (pg #7) for a 2025 Ford Explorer
7. \$5,000.00 to Pitney Bowes Bank Reserve Account (pg #9) for postage refill.
8. \$19,049.21 to Ramboll America Engineering Solutions, Inc. (pg #18) for Lakeside environmental support. Project #23006.
9. \$100,000.00 to Trane (pg #12) for police station chiller. Project #24009.
10. \$23,322.28 to WE Energies (pg #15) for street lighting, electricity & natural gas.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:

Maxwell Gagin

Maxwell Gagin, MPA

Deputy City Administrator / Finance Officer

Attachments: 09/25/2024 Invoice GL Distribution Report