

# City of Oconomowoc Common Council

**Tuesday, June 16, 2020 - 7:30 PM**  
**City Hall - Council Chambers**



**Notice:** If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Clerk's office at least 48 hours in advance to request adequate accommodations. Tel: 569-2186

**1. Call to Order and Confirmation of Appropriate Meeting Notice**

**2. Pledge of Allegiance**

**3. Roll Call**

**4. Public Hearing**

a. Public Hearing - Floodplain Ordinance

The purpose of the hearing is to hear public comment on an ordinance to create Section 20.15(2)(a)3. under Official Maps of the Floodplain Zoning Ordinance for the City of Oconomowoc. The purpose of the ordinance is to adopt the hydraulic shadow map that depicts the area immediately downstream of the Peacock Dam which will demonstrate that the City has downstream land use controls, (Zoning) that includes the hydraulic shadow of the dam. The map reflecting Dam Failure Floodplain Boundary and the 100-Year Floodplain and Dam Nonexistent Boundary is called the Mead & Hunt Dam Failure Study, dated 6/25/98.

b. Public Hearing - Cellular Tower Ordinance

The purpose of the hearing is to hear public comment on amending Section 17.108(15) of the Municipal Zoning Code pertaining to the Conditional Use Permit Specific Standards for towers/antenna of any height. The specific request is to add requirements pertaining to maintaining a fall zone around the tower, aesthetic requirements for towers and attachments, and create regulation for tower setbacks from a single-family residential use.

**5. Approval of Meeting Minutes**

a. Minutes of May 19, 2020

**6. Comments/Suggestions from Citizens**

a. Oconomowoc Responds Task Force Reports - Business / Residents / Non-Profits

**7. Consent Agenda (Items listed under the Consent Agenda are considered in one motion - a Council member may request to remove an item):**

a. Licenses

b. Release of Recorded Water Utility Easement Agreement (Lake Country Village, LLC)

c. Water Utility Easement Agreement Between the City of Oconomowoc and Lake Country Village, LLC.

d. Electric Utility Easement Agreement Between the City of Oconomowoc and WHPC-

Dominium, LLC (427 W. Second St)

- e. Water Main Easement Between the City of Oconomowoc and Wisconsin Electric Power Company
- f. Treasurer's Report – May 2020

**8. Committee Reports**

- a. Protection & Welfare - Rosek, Chr; Rogers, Secy; Schellpeper
  - 1. Consider/act on Resolution 20-R2877 Granting Renewal 2020-2021 Alcohol Beverage Licenses
- b. Public Services - Ellis, Chr; Rosek, Secy; Mulder
  - 1. Consider/act on Resolution 20-R2882 Approving Budget Amendment for Thackeray Trail Design Engineering

**9. Plan Commission**

- a. Consider/act on Ordinance 20-O979 Creating Section 20.15(2)(a)3. Hydraulic Shadow Map of the Peacock (Fowler Lake) Dam
- b. Consider/act on Ordinance 20-O980 to Repeal and Re-Creat Section 17.108(15) of the City of Oconomowoc Zoning Code Relating to Towers and Antennas

**10. New Business**

- a. Consider/act on Escrow Agreement Guaranteeing Certain Public Improvements in the Hickorywood Farms Phase III Subdivision to the City of Oconomowoc
- b. Consider/act on Ordinance 20-O981 Amending 1.44(1)(a) of the Municipal Code of the City of Oconomowoc Relating to Bureau of Economic Development & Tourism Commission Members

**11. Mayoral Appointments with Council Confirmation**

- a. Mayoral Appointments with Council Confirmation

**12. Staff Reports**

**13. Reports and Comments from the Aldermen**

**14. Reports and Comments from the Mayor**

**15. Adjourn**

# City of Oconomowoc Common Council Meeting Minutes May 19, 2020 - 7:30 PM



**Aldermen Present:** Charles Schellpeper, Lou Kowieski, Andy Rogers, Matt Rosek, John Zapfel, Kevin Ellis, Karen Spiegelberg, Matt Mulder

**Also Present:** Robert Magnus, Sarah Kitsembel, Stan Riffle, Betsy Bleck, Ron Buerger, Diane Coenen, Robert Duffy, Jason Gallo, Joe Pickart, Laurie Sullivan, Ivan Lam

Mayor Magnus called the Common Council Meeting to order at 7:35 PM.

## Call to Order and Confirmation of Appropriate Meeting Notice

### Pledge of Allegiance

### Roll Call

## Approval of Meeting Minutes

### a. Minutes of April 21, 2020

Motion to approve the April 21, 2020 Council minutes as presented made by Ellis and seconded by Zapfel.

Motion carried 8-0-0.

## Comments/Suggestions from Citizens

1) Lynne Wright, 707 Marigold supports having fireworks for 4<sup>th</sup> of July.

2) Erica DeGlopper, 431 E. Harvard St concerned about City debt and how it affects citizens and urged Council to cut our budget by 50%. She commented that the 6 ft separation signs are scary to children. She questioned why Oconomowoc Responds plays tower music when we can have live musicians.

Per the request of the Mayor, Duffy played a short video that has been put together to give a positive message that the City is open.

## Consent Agenda (Items listed under the Consent Agenda are considered in one motion - a Council member may request to remove an item):

Motion to approve the consent agenda made by Kowieski and seconded by Ellis. Motion carried 8-0-0.

### a. Licenses

b. Resolution 20-R2870 Granting a 6-Month Class "B" License to R & S Hospitality, LLC (Buddy's Beach Bungalow)

c. Treasurer's Report – April 2020

## Committee Reports

a. Protection & Welfare - Rosek, Chr; Rogers, Secy; Schellpeper

1. Consider/act on Ordinance 20-0978 to Create 12.18 of the Municipal Code Regarding

### **Commercial Quadricycles**

Motion to give the ordinance its first reading with the addition of No. 19 as recommended by Protection & Welfare, that the City can issue no more than three permits Citywide and only one per establishment made by Rosek and seconded by Kowieski.

Motion carried 8-0-0.

Motion to waive the second reading made by Rosek and seconded by Schellpeper.

Motion carried 7-0-1. Voted no: Ellis.

### **2. Consider/act on Approving Application by Vino Etc. to Operate a Commercial Quadricycle in the Downtown**

Motion to approve the application of Vino Etc. for the operation of a commercial quadricycle with the revised written route as presented to Council made by Rosek and seconded by Schellpeper.

Motion carried 8-0-0.

### **New Business**

#### **a. Consider/act on Resolution 20-R2878 Granting New 2020 Reserve "Class B" Intoxicating Liquor/Fermented Malt Beverage License to North 48 Lake Country, Inc.**

Motion to adopt Resolution 20-R2878 granting new 2020 Reserve "Class B" Intoxicating Liquor/Fermented Malt Beverage License to North 48 Lake County, Inc. with the condition they open no later than June 30, 2020 and if not, they will need to come back to Council for reapproval made by Rosek and seconded by Schellpeper.

Motion carried 8-0-0.

#### **b. Consider/act on Pre-Development Reimbursement Agreement - Wangard Partners, Inc. (Olympia Fields)**

Motion to approve the Pre-Development Reimbursement Agreement with Wangard Partners made by Rosek and seconded by Mulder. Riffle reported previously Council had concerns regarding staff time and dollars spent without having an agreement in place with a developer and this pre-development agreement takes care of that concern moving forward.

Motion carried 8-0-0.

#### **c. Consider/act on Relocation Order for Acquisition of Real Property Regarding Potential Development of Olympia Fields**

Motion to table this item based on the lack of public notice and without proper information being provided to Council made by Kowieski and seconded by Mulder.

Motion failed 4-0-4. Voted no: Kowieski, Zapfel, Ellis, Mulder.

Motion to approve the relocation order for the parcel identified as Exhibit A regarding the potential development of Olympia Fields made by Kowieski and seconded by Mulder.

Motion carried 5-0-3. Voted no: Schellpeper, Rogers, Rosek.

#### **d. Discussion/action on 2020 City Budget Impacts from COVID-19 Pandemic**

Sullivan gave a PowerPoint presentation on how City Department's expenses and revenues are being affected due to COVID-19.

### **Mayoral Appointments with Council Confirmation**

**a.** Motion to confirm all reappointments and appointments as presented and act separately on the Architectural Commission member reappointments made by Rosek and seconded by Schellpeper.

Motion carried 8-0-0.

Motion to confirm the Architectural Commission reappointments as presented made by Mulder and seconded by Zapfel.

Motion failed 3-0-5. Voted no: Schellpeper, Kowieski, Rogers, Rosek, Ellis.

### **Staff Reports: Public Safety - Buerger / Bowen**

Buerger and Bowen gave a PowerPoint presentation on how the Police and Fire Departments have worked together during the COVID-19 Pandemic.

### **Reports and Comments from the Aldermen**

Ellis stated he would like to see something happen on Independence Day. Rosek asked why the Library isn't open, congratulated Frye on the progress made in the Pabst Farms area with cleanup and stated he plans to bring forth some ordinance changes in the future. Mulder stated it's exciting to see the City opening back up and doing so safely, and it is incumbent on the non-partisan Council to help the community and set a strong positive example. Kowieski noted Memorial Day is May 25<sup>th</sup>, there will be an honor event at the cemetery, he supports festivities for 4th of July and urged respect as people come back into circulation. Schellpeper echoed Memorial Day sentiments and thanked all service personnel for their sacrifice. Spiegelberg stated she does not agree with the majority of Council ousting 3 very professional members of the Architectural Commission and does not want to be associated with that decision.

### **Reports and Comments from the Mayor**

Magnus echoed Spiegelberg's comments. He complimented Aldermen on the lively discussion during the committees held earlier this evening and cautioned to look at both the forest and the trees in our decision-making process.

### **Adjourn**

Motion to adjourn made by Schellpeper and seconded by Mulder.

Motion carried 8-0-0.

The meeting adjourned at 9:50 PM.

---

Diane Coenen, City Clerk  
City of Oconomowoc

**Bartender (Operator) License Renewals:** July 1, 2020 through June 30, 2021

**AJ's**

Jessica M. Carlson  
Mitchell D Lewis  
Megan M. Thommesen  
Julie L. Wehr

**Aldi**

Terica E. Bachman  
Michelle L. Johnson  
Cassandra J Koch  
Jacob T Peters

**Bootlegger's**

Maggie L. Schmidt  
Torrie B. Shackley

**Breakshots**

Amanda R. Counsell

**Buddy's Beach Bungalow**

Cole H. Ninmann  
Caroline C. Noskowiak  
Piper M. Tesch  
Kobi J. Tucker

**Coco's Steakhouse & Seafood**

Steven G. Severson  
Luke G. Sherwin  
George A Tarke IV

**Cornerstone Pub & Eatery**

Mariah W. De La Barra  
Kaytlin R. Gouthro  
Candace C. Keller  
Jessica R. LaSage  
Kylie A. Osborne  
Jennifer L. Pauloski  
Mark J. Rosch  
Karissa A. Rosensprung  
Kassandra L. Rosensprung

**Fiesta Cancun Mexican Restaurant**

Arturo Contreras Lopez  
Deborah A. Contreras-Tadych  
Daniel Doroteo Osorio  
Maria S. Herrera  
John A. Tadych, Jr.

**License Renewals: (cont'd)**

**Speedway**

**First Congregational Church**

James E. Meyer  
Sandra L. Meyer

**Fleet Farm**

Lauren G. Acktenhagen  
Chris A. Fehlhaber  
Gail H. Henning  
Marissa T. Mcknight  
Tamara S. Sabel  
Timothy P. Schindler  
Sheila Jo Shoemake

**Grill 164**

Sarah B. Gilbert  
Kristi L. Sauer

**Herr's Mobil**

Jessica R Klug

**Hilton Garden Inn**

Salena A Jackson  
Sarah A Patz  
Jessica N Schlicht  
Jeannie J Wattsson  
Lisa A Westendorf

**Kwik Trip - 1301 Oconomowoc Pkwy**

Ashleigh M Fuller

**Lakerz**

Tiffany I Lee  
Skylar P Revell

**Maxim's**

Jaleesa M. Pugh  
Kathleen A. Roemer

**MOD Superfast Pizza**

Lori A. Boettcher  
Nathan M. Keup  
Mackenzie R. Werner

**North 48**

Morgan L. Napgezec  
Kourtney J. Zirbel

**Oconomowoc BP**

Varinder Singh

**Splash**

**Oconomowoc Community Center**

Krysta L Abramowski  
Michelle R. Griffin-Wenzel  
Laura L. Neumann  
Daniel W. Zielinski

**Oconomowoc Softball Assn.**

Shane M. Martin

**Paganica Golf Course**

Kahlee R. Hansen  
Hannah M. Hoffman  
Matthew G. Lietzau

**Pick 'N Save**

Charlene R. Holzinger  
Angela M. Kwiatkowski  
Bonnie R. McDonald  
Amanda M. Moise  
Abigal S. Tiedtke  
Matthew S. Waters

**Rocky Rococo's**

Andrew D. Burdick  
Jerome W. Selear Jr

**Rosati's**

Timothy E. Mueller  
Georgina F. Parrino

**Sobie's**

Jason R. Griepentrog  
Sydney P. Jaskelka

**Sonoma Cellars**

Joshua A. Becker  
Robert M. Forkins  
Jeremy A. Gleason  
Matthew R. Nicolai  
Marie R. Rugg  
Steven W. Theobald

**Staybridge Suites**

Suzanne S. Kornely

**Steeltank Brewing**

Ashley R. Bentrup

**The Pub**

Paul D. Anderson  
Paul R. Anderson  
Stacy L. Baker  
Mary E. Barden  
Theresa M. Gowey  
Joseph G. Graczykowski  
Julie A. Holt  
Lisa E. Howe  
Joseph A. Latzke  
Lynette L. Meintz  
Kurtis A. Mitchell  
Lynette N. Schlieuwe

Jennifer M. Bacik  
Heather K. Koch  
Kensley R. Loppnow  
Ashley M. McConeghy  
Tyler J. O'Connor  
Alicia N. Pautz  
Nicholas J Reinert  
Kaytlin N Sweda

Jamie C. Carter  
William A. Stevenson

**Thirsty Bird Saloon**  
Aurielle J. Sanchez

**VFW**  
Richard S. Hagedorn

**Vino Etc.**  
Molly M. Kocian

---

**Special Class "B" Picnic Licenses:**

**Rock River HOG Chapter**

Wednesday, June 10, 2020 (Bike Night)  
Saturday, June 13, 2020 (Bikes, Brews & BBQ)  
Wednesday, July 8, 2020 (Bike Night)  
at Wisconsin Harley Davidson

---

**Amusement Operators:**

**Jukebox Larry's Vending Inc.**

Larry Von Rueden, Owner  
N76 W30308 CTH VV  
Hartland, WI

**Quick Charge Kiosk LLC**

Jeremy Hahn  
3035 Smith Lake Road  
West Bend, WI

**Suburban Vending Co. Inc.**

Michael Eppler, Owner  
N64 W23316 Main Street  
Sussex, WI

---

**Secondhand Jewelry Dealer:**

**Barnes Jewelers**

1370 Pabst Farms Circle  
John L. Barnes, Owner

**Secondhand Dealer:**

**ecoATM LLC**

Kiosk at Pick 'N Save  
1300 Pabst Farms Circle

---

**Taxi Owner/Operator License:**

**Oconomowoc Silver Streak**

Two Taxi Cabs

**Taxi Cab Drivers:**

Dennis M. Bresnehan  
Terry A. Carstenn  
Tina M. Cook  
Roger E. Lemke  
James G. O'Leary  
Roger W. Plate  
Patricia L. Rodell  
Kathleen M. Vogt  
Robert T. Warnimont

**Quadricycle Driver:**

**Vino**

Michael J. Bohrman  
Kevin L. Dahlberg  
Kyra A. Emmert  
Laura M. Fischer  
Jerome S. Snyder  
George A Tarke IV



# MEMORANDUM

## DEPARTMENT - WATER UTILITY

Date: June 2, 2020  
To: Common Council  
From: Lucas Caine, P.E., City of Oconomowoc  
Re: Release of Recorded Water Utility Easement Agreement, Lake Country Village, LLC.  
Village of Summit  
Tax Key SUMT 0629149

## RELATES TO THE STRATEGIC PLAN

n/a

## BACKGROUND

This easement was granted to the City of Oconomowoc on September 6, 2019 and recorded on September 9, 2019 as Document #4419937 to loop the water main should the remaining phases of Lake Country Village not be completed within three years. The Lake Country Village Subdivision later phases have been designed and completed, therefore, the Water Utility Easement Agreement is no longer needed, and is being released.

## ADDITIONAL ANALYSIS

n/a

## FINANCIAL IMPACT

n/a

## RECOMMENDATION

Staff recommends release of the Water Utility Easement Agreement.

## SUGGESTED MOTION

Consent agenda item: Move to approve the consent agenda.

**RELEASE of RECORDED  
WATER UTILITY EASEMENT  
AGREEMENT**

This **RELEASE of RECORDED WATER UTILITY EASEMENT AGREEMENT** (the “**Release**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Lake Country Village, LLC (the “**Owner**”) and the City of Oconomowoc (the “**City**”).

**RECITALS**

**WHEREAS**, the Owner and City entered into that certain Water Utility Easement Agreement dated the September 06, 2019 and recorded on September 09, 2019 as Document #4419937 with the Register of Deeds, Waukesha County, Wisconsin, (the “**Easement**”); and,

**WHEREAS**, the Owner and City desire to terminate and release the Easement and release the parties from their respective obligations thereunder upon the terms and conditions set forth herein.

**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 Owner and the City hereby agree as follows:

1. Termination and Release. The Owner and the City hereby terminate and release the Easement and hereby agree that the parties shall be released from and have no further rights, title, interest or obligations thereunder.
2. Authority. The persons executing this Release represent 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.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date first above written.

DATED: 5/27/20

Lake Country Village, LLC

By: Neumann Developments, Inc.  
Its Sole Member

By:   
Steve DeCleene, President

DATED: \_\_\_\_\_

CITY OF OCONOMOWOC

By: \_\_\_\_\_  
Robert Magnus, Mayor

ATTEST:

\_\_\_\_\_  
Diane Coenen, Clerk

*[Acknowledgements on following page]*

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF WAUKESHA )

Personally came before me this 27<sup>th</sup> day of MAY, 2020, the above-named Steve DeCleene, President of Neumann Developments, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

[SEAL]



[Signature]  
Printed Name: KEVIN A. ANDERSON  
Notary Public  
Waukesha County, Wisconsin  
My commission expires: 01-28-2022

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF WAUKESHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above-named Robert Magnus and Diane Coenen, to me known to be the Mayor and Clerk respectively of the City of Oconomowoc, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public  
Waukesha County, Wisconsin  
My Commission expires: \_\_\_\_\_

Instrument drafted by: City of Oconomowoc Utilities  
Instrument Reviewed by: H.Stanley Riffle, City Attorney



# MEMORANDUM

## DEPARTMENT - WATER UTILITY

Date: June 2, 2020  
To: Common Council  
From: Lucas Caine, P.E., City of Oconomowoc  
Re: City of Oconomowoc Water Utility Easement Agreement, Lake Country Village, LLC.  
Village of Summit  
Tax Key Part of SUMT 0629149

## RELATES TO THE STRATEGIC PLAN

n/a

## BACKGROUND

This water main easement is needed to complete a water main loop in Lake Country Village subdivision in the Village of Summit should the remaining phases of the subdivision not be completed within 3 years. This easement is intended to be released once the next phase of the subdivision completes the water main looping.

## ADDITIONAL ANALYSIS

n/a

## FINANCIAL IMPACT

n/a

## RECOMMENDATION

Staff recommends approval of the Water Utility Easement Agreement

## SUGGESTED MOTION

Consent agenda item: Move to approve the consent agenda.

**WATER UTILITY EASEMENT  
AGREEMENT**

Document Number

This Water Utility Easement Agreement is entered into as of the latest date written below by Lake Country Village, LLC (the "Owner"), the Property Owner, and the City of Oconomowoc (the "City").

**RECITALS:**

A. The Owner is the fee holder of certain real property in the Village of Summit, Waukesha County, Wisconsin, as more particularly described on (Exhibit A and A-1) attached hereto.

B. The City has requested that the Owner grant a permanent easement (the "Easement") over, under and across a portion of Owner's property, which Easement is shown and described on the attached legal descriptions (Exhibit B and B-1), incorporated herein by reference (the "Utility Easement Area").

Recording Area

Name and Return Address:  
City Clerk  
City of Oconomowoc  
174 East Wisconsin Ave.  
Oconomowoc, WI 53066

Part of  
SUMT #0629149  
Parcel Identification Number (PIN)

**AGREEMENT:**

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

1. **Grant of Easement.** The Owner grants to the City and its licensees a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement and/or remove municipal water lines and its related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant.
2. **Indemnification.** The City shall indemnify the Owner from and against all loss, costs, injury, death or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the City's activities conducted on the Property.
3. **Consistent Uses Allowed.** The Owner reserves the right to use the Easement for purposes that will not interfere with the City's full enjoyment of the Easement rights granted in this Agreement.
4. **Restoration of Surface.** The City shall restore the surface disturbed by any construction or maintenance activities within the Easement to its condition before the disturbance. The City is not

obligated to replace trees, shrubs, decorative landscaping, nor pavement.

5. Conditional Release and Termination of Easement. The Owner intends to construct municipal water lines and related fixtures, equipment, and appurtenances to serve additions and provide a looped water system to the residential development that would otherwise be served by municipal water lines and its related fixtures, equipment, and appurtenance located within this Easement within a period of three (3) years. Owner is granting this Easement for purposes of providing adequate service in the area in the event Owner fails, refuses or neglects to construct municipal water lines and related fixtures, equipment, and appurtenances in alternate areas to the satisfaction of the City. Accordingly, in the event Owner constructs, or enters into a Development Agreement with the City and provides a surety to insure the construction of municipal water lines and related fixtures, equipment, and appurtenances in alternate areas to the satisfaction of the City to adequately serve the area, City agrees that it shall release and terminate this Easement upon written request of Owner.

6. Covenants Run with Land. Unless earlier released and terminated pursuant to the provisions of paragraph 5 above, all of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the City and their respective successors and assigns.

7. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement rights to the fullest extent authorized in this Agreement.

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

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

10. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

11. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstances, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

12. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

14. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

15. Severability. If any term or condition of this Declaration or the application of this Declaration to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Declaration or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

DATED: 5/27/20

Lake Country Village, LLC

By: Neumann Developments, Inc.  
Its Sole Member

By:   
Steve DeCleene, President

DATED: \_\_\_\_\_

CITY OF OCONOMOWOC

By: \_\_\_\_\_  
Robert Magnus, Mayor

ATTEST:

\_\_\_\_\_  
Diane Coenen, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 )ss  
COUNTY OF WAUKESHA )

Personally came before me this 27<sup>th</sup> day of MAY, 2020, the above-named Steve DeCleene, President of Neumann Development, Inc., Sole Member of Lake Country Village, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]  
Notary Public  
Printed Name : Kevin A. Anderson  
Waukesha County, Wisconsin  
My Commission expires: 01-28-2022

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF WAUKESHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above-named Robert Magnus and Diane Coenen, to me known to be the Mayor and Clerk respectively of the City of Oconomowoc, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

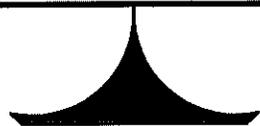
\_\_\_\_\_  
Notary Public  
Printed Name : \_\_\_\_\_  
Waukesha County, Wisconsin  
My Commission expires: \_\_\_\_\_

Instrument drafted by: City of Oconomowoc Utilities  
Instrument Reviewed by: H.Stanley Riffle, City Attorney

# EXHIBIT "A"

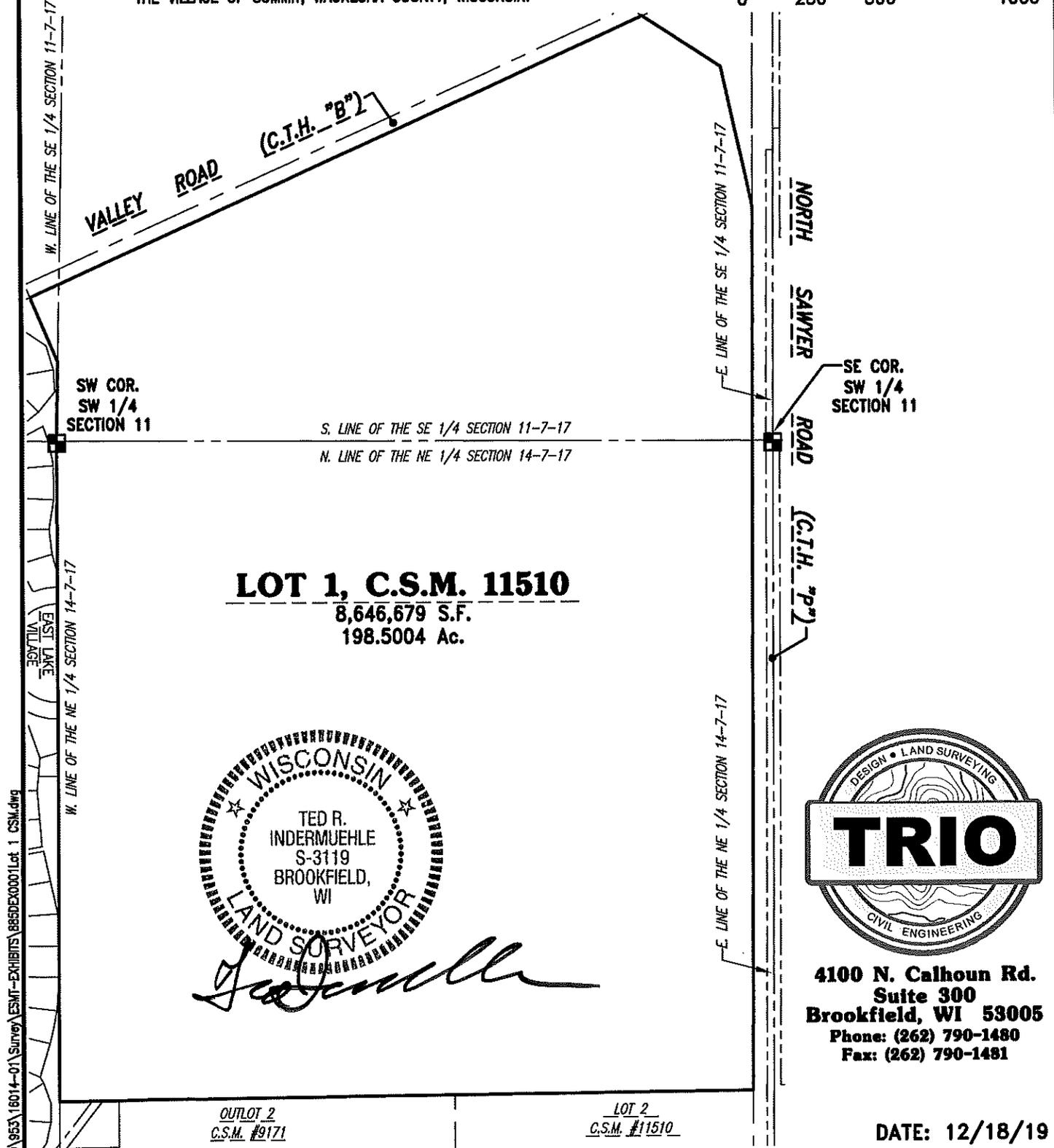
## "LAKE COUNTRY VILLAGE"

LOT 1 OF CERTIFIED SURVEY MAP NUMBER 11510, LOCATED IN A PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, PART OF THE SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 11, ALL IN TOWNSHIP 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

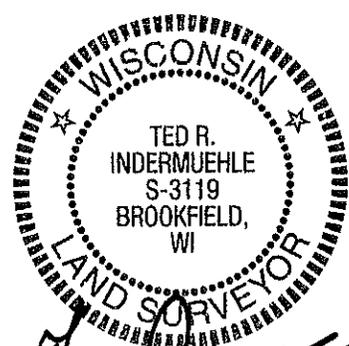


**NORTH**

SCALE: 1"=500'



**LOT 1, C.S.M. 11510**  
8,646,679 S.F.  
198.5004 Ac.



4100 N. Calhoun Rd.  
Suite 300  
Brookfield, WI 53005  
Phone: (262) 790-1480  
Fax: (262) 790-1481

DATE: 12/18/19  
SHEET 1 OF 2

THIS EXHIBIT WAS PREPARED BY TED R. INDERMUEHLE, P.L.S. (S-3119)

H:\CS00\953\18014-01\Survey\ESMT-EXHIBITS\885DEK000\Lot\_1\_CSM.dwg

# EXHIBIT "A-1"

## LEGAL DESCRIPTION:

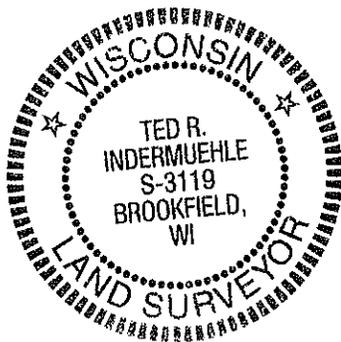
Being all of Lot 1 of Certified Survey Map Number 11510, recorded in the office of the Register of Deeds on December 28, 2016 in Book 114 of Certified Survey Maps, at pages 310-319 inclusive as Document Number 4254132, located in a part of the Northeast 1/4, Northwest 1/4, Southwest 1/4, Southeast 1/4 of the Northeast 1/4 of Section 14, and the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 11, and the Southeast 1/4 of the Southwest 1/4 of Section 11, all in Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast corner of Said Northeast 1/4 of Section 14, Thence North 89°46'32" West along said North line, 74.75 feet to a point on the West Right-of-Way line of "Sawyer Road" (CTH "P") and the place of beginning of the lands hereinafter described;

Thence South 00°05'25" West along said West line, 2327.98 feet to a point; Thence South 89°23'47" West 1080.03 feet to a point; Thence South 89°21'00" West 1431.10 feet to a point on the West line of Said Northeast 1/4; Thence North 00°04'28" West along said West line, 2365.46 feet to the Northwest Corner of said Northeast 1/4; Thence North 01°10'48" East along the West line of the Southeast 1/4 of Section 11, 285.25 feet to a point; Thence North 23°41'47" West 252.00 feet to a point on the Southerly Right-of-Way of "Valley Road" (CTH "B"); Thence North 66°18'13" East along said Southerly line, 155.89 feet to a point; Thence North 65°49'11" East along said Southerly line, 2280.63 feet to a point; Thence South 57°11'43" East 335.78 feet to a point; Thence South 12°35'43" East 514.49 feet to a point on the West Right-of-Way line of "Sawyer Road" (CTH "P"); Thence South 00°19'44" West along said West line, 838.62 feet to a point on the South line of Said Southeast 1/4; Thence South 89°46'32" East along said South line, 0.25 feet to the point of beginning.

Said Land contains 8,646,679 Square Feet (or 198.5004 Acres) of land, more or less.

Date: 3/30/20



A handwritten signature in black ink, appearing to read "Ted R. Indermuehle".

Ted R. Indermuehle, P.L.S.  
Professional Land Surveyor, S-3119  
**TRIO ENGINEERING, LLC**  
4100 N. Calhoun Rd. Suite 300  
Brookfield, WI 53005  
Phone: (262)790-1480

# EXHIBIT "B"

## 20' TEMPORARY WATERMAIN LOOP EASEMENT

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 11510, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14 TOWN 7 NORTH, RANGE 17 EAST, IN THE VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN.

PART OF  
LOT 1  
CSM 11510

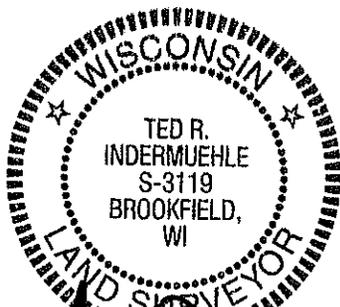
LAKE COUNTRY VILLAGE  
ADDITION NO. 1

PART OF  
LOT 1  
CSM 11510

LAKE COUNTRY VILLAGE  
ADDITION NO. 3

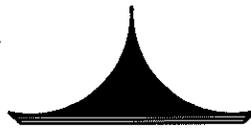


4100 N. Calhoun Rd.  
Suite 300  
Brookfield, WI 53005  
Phone: (262) 790-1480  
Fax: (262) 790-1481

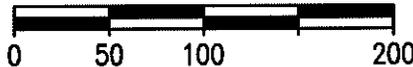


*Ted R. Indermuehle*

PART OF  
LOT 1  
CSM 11510



NORTH  
SCALE: 1" = 100'

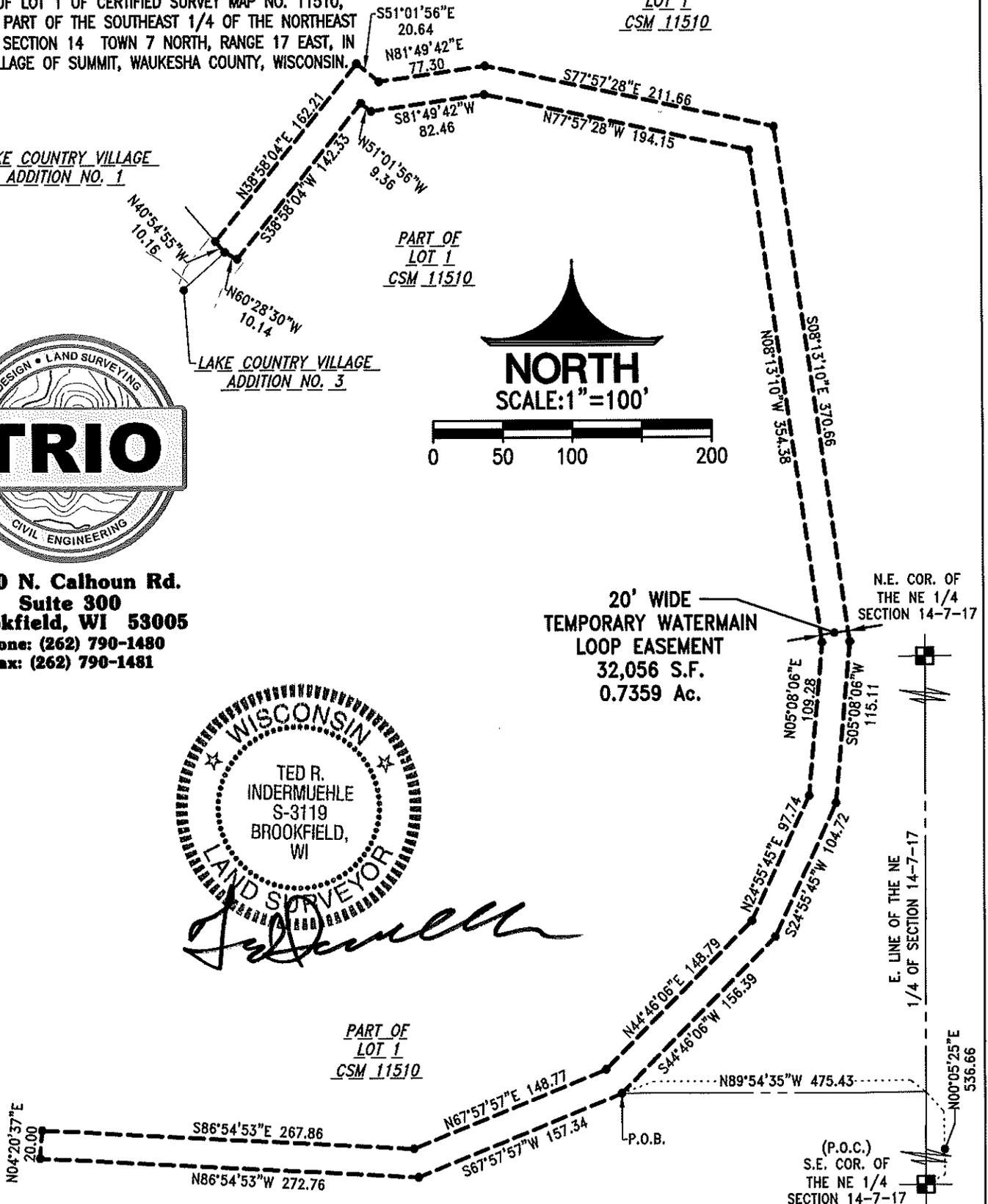


20' WIDE  
TEMPORARY WATERMAIN  
LOOP EASEMENT  
32,056 S.F.  
0.7359 Ac.

N.E. COR. OF  
THE NE 1/4  
SECTION 14-7-17

E. LINE OF THE NE  
1/4 OF SECTION 14-7-17

(P.O.C.)  
S.E. COR. OF  
THE NE 1/4  
SECTION 14-7-17



H:\C900\953\16014-01\Survey\ESMT-EXHIBITS\885DEX15-WATERMAIN LOOP EASEMENT.dwg

THIS EXHIBIT WAS PREPARED BY TED R. INDERMUEHLE, P.L.S. (S-3119)

DATE: 4-29-2020

# EXHIBIT "B-1"

## "20' WIDE TEMPORARY WATERMAIN LOOP EASEMENT"

### LEGAL DESCRIPTION:

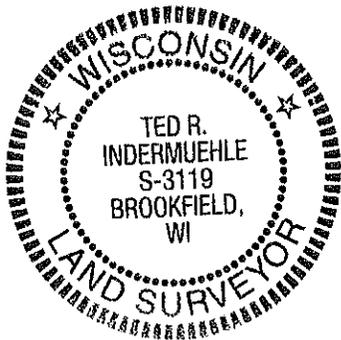
Lands being a part of Lot 1 of Certified Survey Map No. 11510, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 14, all in Town 7 North, Range 17 East, in the Village of Summit, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast corner of the Northeast 1/4 of Said Section 14; Thence North 00°05'25" West along the East line of said Northeast 1/4, 536.66 feet to a point; Thence North 89°34'35" West 475.43 feet to the place of beginning of lands hereinafter described;

Thence South 67°57'57" West 157.34 feet to a point; Thence North 86°54'53" West 272.76 feet to a point; Thence North 04°20'37" East 20.00 feet to a point; Thence South 86°54'53" East 267.86 feet to a point; Thence North 67°57'57" East 148.77 feet to a point; Thence North 44°46'06" East 148.79 feet to a point; Thence North 24°55'45" East 97.74 feet to a point; Thence North 05°08'06" East 109.28 feet to a point; Thence North 08°13'10" West 354.38 feet to a point; Thence North 77°57'28" West 194.15 feet to a point; Thence South 81°49'42" West 82.46 feet to a point; Thence North 51°01'56" West 9.36 feet to a point; Thence South 38°58'04" West 142.33 feet to a point; Thence North 60°28'30" West 10.14 feet to a point; Thence North 40°54'55" West 10.16 feet to a point; Thence North 38°58'04" East 162.21 feet to a point; Thence South 51°01'56" East 20.64 feet to a point; Thence North 81°49'42" East 77.30 feet to a point; Thence South 77°57'28" East 211.66 feet to a point; Thence South 08°13'10" East 370.66 feet to a point; Thence South 05°08'06" West 115.11 feet to a point; Thence South 24°55'45" West 104.72 feet to a point; Thence South 44°46'06" West 156.39 feet to the point of beginning of this description.

Said Easement contains 32,056 Square Feet (or 0.7359 Acres) of land, more or less.

Date: 4/29/2020



Ted R. Indermuehle, P.L.S.  
Professional Land Surveyor  
**TRIO ENGINEERING, LLC**  
4100 N. Calhoun Rd. Suite 300  
Brookfield, WI 53005  
Phone: (262)790-1480 Fax: (262)790-1481



# MEMORANDUM

## DEPARTMENT - ELECTRIC UTILITY

Date: June 2, 2020  
To: Common Council  
From: Lucas Caine, P.E., City of Oconomowoc  
Re: City of Oconomowoc Electric Utility Easement Agreement, WHPC-Dominium, LLC (427 W. Second St.)  
Tax Key OCOCo560975001

## RELATES TO THE STRATEGIC PLAN

n/a

## BACKGROUND

This easement is needed to install new underground electrical lines and appurtenances on the property to provide required electric service in conjunction with the voltage conversion and overhead to underground project on work order 318009 in the Second Street area.

## ADDITIONAL ANALYSIS

n/a

## FINANCIAL IMPACT

n/a

## RECOMMENDATION

Staff recommends approval of the Electric Utility Easement Agreement.

## SUGGESTED MOTION

Consent agenda item: Move to approve the consent agenda.

**ELECTRIC UTILITY EASEMENT  
AGREEMENT**

Document Number

This Electric Utility Easement Agreement is entered into by WHPC-DOMINIUM LLC (the "Owner"), and the City of Oconomowoc (the "City").

**RECITALS:**

A. The Owner is the fee holder of certain real property in the City of Oconomowoc, Waukesha County, Wisconsin, as more particularly described on Exhibit A attached hereto.

B. The City has requested that the Owner grant a permanent easement (the "Easement") over, under and across a portion of Owner's property, which Easement is described on the attached legal description (Exhibit-B) and shown on the attached sketch (Exhibit B-1), both of which are incorporated herein by reference (the "Utility Easement Area").

Recording Area

Name and Return Address:  
City Clerk  
City of Oconomowoc  
174 East Wisconsin Ave.  
Oconomowoc, WI 53066

**OCOC KEY #**  
OCOC 0560975001  
Parcel Identification Number (PIN)

**AGREEMENT:**

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

1. **Grant of Easement.** The Owner grants to the City and its licensees a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement and/or remove electric facilities consisting of cables, wires, and other related fixtures, equipment and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant. All electric cable shall be located below grade.

2. **Indemnification.** The City shall indemnify the Owner from and against all loss, costs, injury, death or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the City's activities conducted on the Property.

3. **Consistent Uses Allowed.** The Owner reserves the right to use the Easement for purposes that will not interfere with the City's full enjoyment of the Easement rights granted in this Agreement.

4. Restoration of Surface. The City shall restore the surface disturbed by any construction or maintenance activities within the Easement to its condition before the disturbance, excluding colored or stamped concrete. The City is not obligated to replace trees, shrubs, nor decorative landscaping.

5. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the City and their respective successors and assigns.

6. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement rights to the fullest extent authorized in this Agreement.

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

8. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

9. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

10. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstances, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

12. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other

relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

13. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

14. Severability. If any term or condition of this Declaration or the application of this Declaration to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Declaration or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

DATED: May   , 2020.

WHPC – DOMINIUM, LLC  
By: Wisconsin Housing Preservation Corp.,  
Sole Member

By:   
Mary R. Wright, President

DATED: \_\_\_\_\_

CITY OF OCONOMOWOC

By: \_\_\_\_\_  
David Nold, Mayor

ATTEST:

\_\_\_\_\_  
Diane Coenen, Clerk

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]



## EXHIBIT "A"

Parcel 1 of Certified Survey Map No. 2885, recorded March 31, 1977, in Volume 21 of Certified Survey Maps on Pages 191 to 193 as Document No. 989872, and Being part of the West ½ of the Southeast ¼ of Section 32, Township 8 North, Range 17 East, City of Oconomowoc, County of Waukesha, State of Wisconsin.

Property Owners Name:

WHPC - DOMINIUM, LLC

Property Address: 427 W. 2<sup>nd</sup> St., Oconomowoc WI

Tax Key #: OCOC 0560975001

# EXHIBIT "B"

## PERMANENT UTILITY EASEMENT

LOCATED IN PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2885 RECORDED AS DOCUMENT NO. 989872, AND BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 17 EAST, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

### Legal Description of Utility Easement:

Located in part of Parcel 1 of Certified Survey Map No. 2885 recorded as Document No. 989872, and being part of the Southwest Quarter of the Southeast Quarter of Section 32, Township 8 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin, a Utility Easement more particularly described as follows:

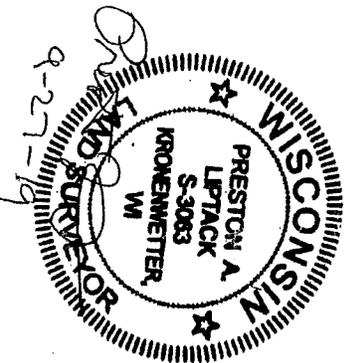
Commencing at South Quarter Corner of said Section 32; thence North 00 degrees 32 minutes 04 seconds East along the West Line of the Southeast Quarter of said Section 32, a distance of 755.29 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 950.37 feet to the Northwest Corner of Parcel 1 of Certified Survey Map No. 2885 recorded as Document No. 989872 at the Waukesha County Register of Deeds Office, also being the Point of Beginning and a beginning point of a curve; thence 146.35 feet along the arc of a curve concave to the North and along the South Right-of-Way (ROW) Line of W. Second Street, having a radius of 973.88 feet, and measured along a chord bearing South 84 degrees 37 minutes 49 seconds East, a distance of 146.21 feet to the ending point of said curve; thence South 88 degrees 56 minutes 07 seconds East along said South ROW Line, a distance of 112.00 feet to the Northeast Corner of said Parcel 1; thence South 01 degrees 10 minutes 39 seconds West along the East Line of said Parcel 1, a distance of 262.70 feet to the Southeast Corner of said Parcel 1; thence North 88 degrees 45 minutes 31 seconds West along the South Line of said Parcel 1, a distance of 472.00 feet to the Southwest Corner of said Parcel 1; thence North 01 degrees 10 minutes 39 seconds East along the West Line of said Parcel 1, a distance of 5.00 feet; thence South 88 degrees 45 minutes 31 seconds East parallel to said South Line, a distance of 467.00 feet; thence North 01 degrees 10 minutes 39 seconds East parallel to said East Line, a distance of 252.68 feet; thence North 88 degrees 56 minutes 07 seconds West parallel to said South ROW Line, a distance of 91.88 feet; thence South 01 degrees 03 minutes 53 seconds West perpendicular to said South ROW Line, a distance of 34.13 feet; thence South 54 degrees 31 minutes 42 seconds East, a distance of 3.94 feet; thence South 35 degrees 28 minutes 18 seconds West, a distance of 10.00 feet; thence North 54 degrees 31 minutes 42 seconds West, a distance of 10.00 feet; thence North 35 degrees 28 minutes 18 seconds East, a distance of 10.00 feet; thence North 01 degrees 03 minutes 53 seconds East perpendicular to said South ROW Line, a distance of 30.70 feet; thence North 88 degrees 56 minutes 07 seconds West parallel to said South ROW Line, a distance of 10.11 feet to the beginning point of a curve; thence 146.36 feet along the arc of a curve concave to the North and parallel to said South ROW Line, having a radius of 978.88 feet, and measured along a chord bearing North 84 degrees 39 minutes 08 seconds West, a distance of 146.22 feet to the ending point of said curve and to said West Line of Parcel 1; thence North 01 degrees 10 minutes 39 seconds East along said West Line, a distance of 5.06 feet to the Point of Beginning.

SEPTEMBER 26, 2019

# MI-TECH

Fond Du Lac - Green Bay - Madison - New Berlin  
800.465.8950

SHEET 2 OF 2

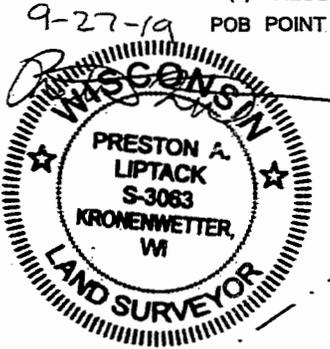
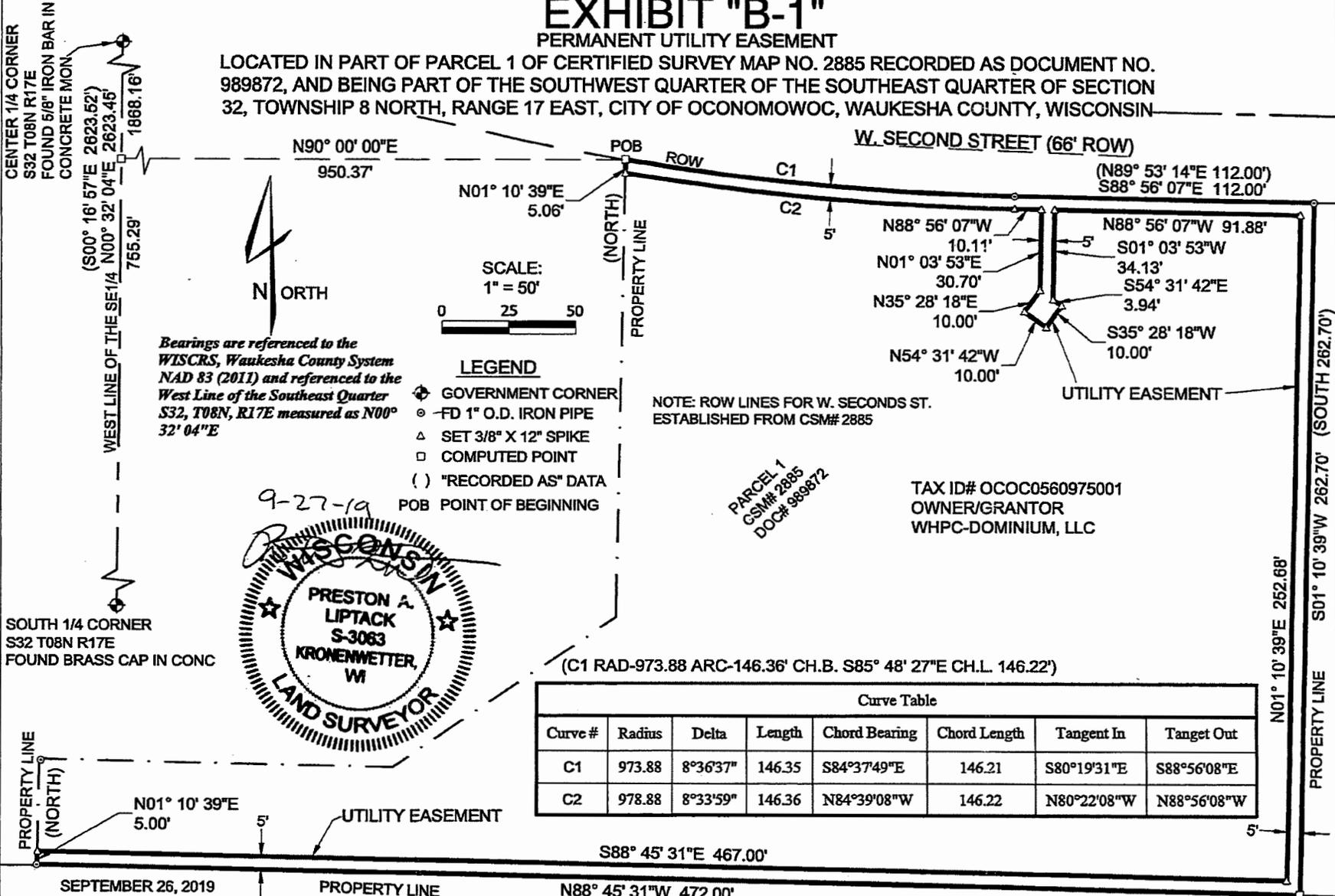


PREPARED FOR:  
City of Oconomowoc  
174 E. Wisconsin Avenue  
Oconomowoc, WI 53066

# EXHIBIT "B-1"

## PERMANENT UTILITY EASEMENT

LOCATED IN PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 2885 RECORDED AS DOCUMENT NO. 989872, AND BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 17 EAST, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN



**mi-TECH**  
 Fond Du Lac - Green Bay - Madison - New Berlin  
 800.465.8050

PREPARED FOR:  
 City of Oconomowoc  
 174 E. Wisconsin Avenue  
 Oconomowoc, WI 53066



# MEMORANDUM

## DEPARTMENT - WATER UTILITY

Date: June 8, 2020  
To: Common Council  
From: Lucas Caine, P.E., City of Oconomowoc  
Re: Water Main Easement Between City of Oconomowoc and Wisconsin Electric Power Company (WE Energies)  
Tax Key Part of OCOC0593984

## RELATES TO THE STRATEGIC PLAN

n/a

## BACKGROUND

This easement is needed to extend water main from the dead end at Oconomowoc Square to the Wastewater Treatment Plant, connecting two (2) dead ends. This is in conjunction with the water main relocation due to the installation of the storm water pond on Forest Street as part of the 2020 Street Projects.

## ADDITIONAL ANALYSIS

n/a

## FINANCIAL IMPACT

n/a

## RECOMMENDATION

Staff recommends approval of the Water Main Easement

## SUGGESTED MOTION

Consent agenda item: Move to approve the consent agenda.

**Document Number**

**WATER MAIN EASEMENT**

For good and valuable consideration, **WISCONSIN ELECTRIC POWER COMPANY**, a Wisconsin corporation, doing business as **WE ENERGIES**, hereinafter called "Grantor", and **CITY OF OCONOMOWOC**, a municipal corporation, hereinafter called "Grantee", grants a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "Easement Area".

The permanent easement area is described as:

A strip of land twenty (20) feet in width being a part of the Southeast ¼ of the Northeast ¼ of Section 5, Township 7 North, 17 Range East, in the City of Oconomowoc, Waukesha County, Wisconsin. The legal description and easement area are identified on the Exhibits "A", "B" and "B1" attached hereto and made a part of hereof.

This easement is granted and given upon the following terms and conditions:

1. The purpose of this easement is for the Grantee to install, operate, maintain, repair, inspect, clean out, reconstruct, replace and extend one (1) underground water main pipeline across, within, and under Grantor's land. not to exceed 12" inches in diameter plus casing with the right of entry upon; for the right to install water main including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress for installation of the water main. The Temporary Easement is to terminate upon the completion of this project.

The easement granted is nonexclusive, and Grantor reserves unto itself, its successors and assigns, the right, not inconsistent with the rights herein granted, to use the strip of land for any purpose. It is expressly agreed that the construction, installation, operation, maintenance, repair and replacement of electric lines, gas mains, communication equipment and related facilities, both overhead and underground, upon, over, across, within and beneath said strip of land, are not uses which are inconsistent with the rights herein granted. It is also agreed that this easement is taken subject to the rights of third parties, which have previously been granted to place facilities in said strip of land including American Transmission Company LLC, its successors and assigns, hereinafter, "ATC". It is further agreed that access to Grantor's lands shall be maintained at all times.

2. It is understood and agreed that in the event it is necessary to reconstruct, protect, modify, adjust, replace or relocate towers, poles, wires, anchors or guy wires, gas mains, communication equipment and other facilities of Grantor, transmission line structures and appurtenant transmission line facilities of ATC due to the construction, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said water main, said reconstruction, protection, modification, replacement or relocation shall be performed by Grantor, and/or ATC at the sole cost and expense of Grantee and Grantee agrees to reimburse Grantor, and/or ATC for the reasonable and documented costs and expenses incurred by Grantor, and/or ATC immediately upon presentation of a bill therefor.

3. Grantee further agrees to reimburse Grantor, and/or ATC in connection with the construction or installation of future facilities or improvements, whether on the surface, underground or overhead, to the extent that such costs are increased or affected by the construction, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said water main.

However, prior to any construction or installation of any facility in the easement area which will require reimbursement by the Grantee, Grantor, and/or ATC shall notify Grantee of the proposed construction or installation and of the estimated additional costs to be incurred by Grantor as a result of the existence of said water main. The Grantee may elect, in lieu of reimbursing Grantor, and/or ATC for said additional costs, to alter or relocate said water main, at its sole cost and expense, to accommodate the construction or installation to be made by Grantor, and/or ATC and Grantor shall provide, if possible, an alternate location on its lands for said water main subject to all of the terms and conditions of this easement.

RETURN TO:  
JULIE M. SIMMONS, ROOM P129  
WE ENERGIES  
231 WEST MICHIGAN STREET  
MILWAUKEE, WI 53203

Part of OCOC0593984  
(Parcel Identification Number)

4. Grantee shall, in the performance of any and all work relating to the construction or maintenance of said water main, while in proximity to any electric or gas line facilities, conform with the provisions and requirements of all applicable laws, rules and regulations, including without limitation all laws, rules and regulations such as O.S.H.A. dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto and the provisions of the Wisconsin Administrative Code, PSC 135 Gas Safety and any amendments thereto. Grantee further agrees to abide by the requirements set forth by Grantor on the Exhibit "C" attached hereto and made a part hereof.
5. Grantee agrees to protect, indemnify, save and hold harmless Grantor and its affiliated corporations and its officers, agents and employees from any and all claims, demands, actions, and all liability, costs and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by Grantor and its affiliated corporations or its officers, agents or employees as a result of injury or death of any person (including employees of Grantor and its affiliated corporations or Grantee) or damage to Property arising out of or in any way connected with the permission herein given, or as a result of the actions of Grantee, or its agents and/or subcontractors or their employees while on Property. Notwithstanding anything to the contrary, neither party shall be liable for any incidental, indirect or consequential damages. Grantor at no time assumes risk of loss for any personal property of Grantee, whether at the Property or not. Grantee shall maintain general public liability insurance, in the amount of at least \$3,000,000 per occurrence and name Grantor as an Additional Insured. Grantee shall, prior to the exercising of the rights granted under this agreement, furnish to Grantor a Certificate of Insurance certifying that such a Policy of Insurance is in effect and that the insurance company will give the Grantor 30 days prior written notice of any material change in, or cancellation of, such insurance.
6. Grantee agrees that it will indemnify and save harmless Grantor from any special tax or assessment that shall at any time be made or levied against Grantor on the lands upon which the above-described easement is located by reason of the construction, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said water main, so long as this easement remains in effect; provided that, in the event the foregoing commitment is for any reason held to be invalid or unenforceable, Grantee, by acceptance of this easement, agrees that as additional consideration for the granting of this easement, it will pay Grantor an amount equal to the amount paid by Grantor under any special tax or assessment in connection with or on account of the construction, installation, operation, repair, cleaning, reconstruction, replacement, maintenance or existence of said water main.
7. In and during the construction, operation, repair, cleaning, reconstruction, replacement or maintenance of said water main, so much of the surface, subsurface or underground installations or facilities now or hereafter placed in Easement Area as may be disturbed, will, at the expense of Grantee be replaced in the same condition as it or they now exist, including the placing of topsoil and perennial seed on said disturbed areas. If said restoration is not completed within a reasonable time, Grantor shall have the right to make such restoration and collect the cost thereof from Grantee upon presentation of a bill therefor. It is further agreed that Grantee shall (where possible) avoid damage to/or removal of mature trees and shrubs on Grantor's lands.
8. Grantee agrees to release Grantor from any responsibility for damage resulting from electrolysis due to local galvanic or stray current conditions on or along said strip of land which may be incurred by the installation of said water main, and further agrees to assume all costs for electrolysis protection and/or any drainage equipment considered necessary to protect said water main.
9. Grantee agrees to contact Rollie Simatic from Company at (414) 944-5955 and Chris Fandry with Waukesha County Parks (recreational trail) at (262) 548-7808 within the specified time limits to inform him about the following occurrences:
  - a. At least 7 calendar days prior to the initial construction of said water main.
  - b. At least 7 calendar days prior to any maintenance work being done on said water main.
  - c. Within 7 calendar days after the restoration has been completed for the initial construction or for the maintenance work being done on said water main.
10. If it is necessary for Grantee to make emergency repairs to its facility, Grantee shall have the right to make said

necessary repairs and promptly notify Grantor, of the location and extent of said emergency repairs. If in the judgment of Grantor, and/or ATC, its property, poles, wires, cables, anchors, structures, gas mains or other facilities are jeopardized, due to failure or improper functioning of said water main, Grantor, and/or ATC reserve the right to make emergency repairs, without notice to Grantee and to collect the cost thereof from Grantee upon presentation of a bill therefor.

11. Grantee shall contact "Diggers Hotline" at least 3 working days prior to the construction, operation, repair, cleaning, reconstruction, replacement or maintenance of said water main in order to determine the location of electric, telephone and gas facilities within Grantor's said lands and the applicable clearance requirements for work performed in proximity to such facilities. (The current phone number for "Diggers Hotline" is 1-800-242-8511.)

12. In and during the construction, operation, repair, cleaning, reconstruction, replacement or maintenance of said water main, Grantee shall remove from the lands of Grantor all excess earth, stones or other excavated material which may result from the excavation and installation of said water main. Excepted from this provision are such material as may be necessary to provide adequate cover for said water main or such material which Grantor desires to have placed on its lands as may be mutually agreed upon.

13. Grantee agrees that there shall be no impairment of natural or of installed drainage facilities occasioned by the aforementioned use of Grantor's lands and/or by the installation, repair, maintenance or removal of said water main.

14. Grantee agrees that installation of the water main will be directional bored and will cause no harm to the Waukesha County Recreational Trail on Grantor's property. Grantee will repair or replace the trail at its cost if the trail is damaged due to this permission.

15. This grant of easement shall be binding upon and inure to the benefits of the heirs, successors and assigns of all parties hereto.

16. This easement shall not take effect until the same is fully accepted, subject to all the terms and conditions by the Grantee's Board and is duly executed by the proper officials of the City of Oconomowoc.

(Next Page for Signatures)

**IN WITNESS WHEREOF** said **WISCONSIN ELECTRIC POWER COMPANY** has caused these presents to be executed on its behalf by its duly authorized agent this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and the said **CITY OF OCONOMOWOC, a Wisconsin Municipal Corporation**, has caused these presents to be signed by its \_\_\_\_\_ and attested to by its \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WISCONSIN ELECTRIC POWER COMPANY**  
(Grantor)

By \_\_\_\_\_  
Tonya M. Peters,  
Manager of Property Management for

STATE OF WISCONSIN)  
: SS  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Tonya M. Peters, as above named Property Manager, known to me to be the person who executed the foregoing instrument and to me known to be such agent of said corporation, and acknowledged that he executed the foregoing instrument as such agent, as the deed of said corporation, by its authority.

\_\_\_\_\_  
Julie M. Simmons  
Notary Public, State of Wisconsin  
My commission expires April 1, 2021

CITY OF OCONOMOWOC  
(Grantee)

By \_\_\_\_\_

Name: Robert P. Magnus  
Title: Mayor

ATTEST

By \_\_\_\_\_

Name: Diane Coenen  
Title: City Clerk

STATE OF WISCONSIN)  
: SS  
WAUKESHA COUNTY)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, Robert P. Magnus and Diane Coenen, of the above-named **CITY OF OCONOMOWOC**, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said Wisconsin municipality and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipality, by its authority.

\_\_\_\_\_  
Printed Name \_\_\_\_\_

Notary Public, State of Wisconsin

My commission expires \_\_\_\_\_

R:\Data\as\Real Estate\DOCUMENTS\EASEMENTS\Water Pipeline\Oconomowoc Water main esmt 6-2020

this instrument was drafted by Julie M. Simmons on behalf of Wisconsin Electric Power Company, P.O. Box 2046, Milwaukee, Wisconsin 53201-2046.

## **EXHIBIT "C"**

(WESTERN AREA)

### **CONTRACTOR'S SPECIAL PROVISIONS**

#### **A. RELATIONS WITH WE ENERGIES, HEREINAFTER REFERRED TO AS "COMPANY"**

No work shall be initiated under this agreement in proximity to underground electrical conductors without a 72 hour prior notice to Company. In addition, all work under this agreement performed in proximity to energized electrical conductors shall conform to the provisions and requirements, with any amendments hereto, of O.S.H.A. Safety and Health Regulations for Construction, in particular but not limited to subpart 1926.550 and the provisions of the Wisconsin State Electrical Code and any amendments thereto.

No building or structure or replacement thereof, including lighting standards, signal or control devices and highway signs, will be erected in proximity to said electric lines which will be in violation of the provisions of the above regulations.

#### **B. NAME AND PHONE NUMBER OF COMPANY REPRESENTATIVES**

Company representative who may be consulted by Permittee/Grantee and bidders with regard to utility requirements during construction and the Company representative with whom contractors may arrange for temporary de-energizing and grounding of circuits is Ms. Jennifer Eisner, Area Manager (262) 574-3151. Arrangements must be made at least 15 days in advance.

#### **C. GENERAL - WORK ON COMPANY LANDS**

All work, including construction of embankment, clearing, grubbing and grading within and around utility structures shall be subject to inspection by a Company representative; shall be conducted and performed in a manner satisfactory to such representative; and shall be in accordance with the requirements of the plans, standard specifications and these special provisions.

Grantee/Permittee shall exercise extreme care in the prosecution of this work to prevent damage to utility structures, foundations, adjacent structures, underground installations or property. Any damage done by the Grantee/Permittee to existing installations during the progress of this work shall be repaired by Grantee/Permittee at his own expense in a manner satisfactory to Company.

##### **1. Embankment Materials and Methods of Construction**

Material for embankments within and adjacent to the towers shall be free of sod, humus, wood, or other degradable materials, frozen lumps and shall all pass a six-inch ring.

All required construction of embankments within a distance of ten (10) feet of a tower structure shall be done by hand or with small equipment which is equipped with direct positive controls, except that work within two (2) feet of a tower member shall be accomplished entirely with hand-operated tools. Clamshells, drag buckets, or any other equipment having indirect controls; or power-driven compaction equipment shall not be used within ten (10) feet of a tower structure.

All embankment work shall be done in such a manner that no direct or indirect pressure will be brought against any portion of the tower structure by the Grantee's/Permittee's equipment.

Prior to placing embankment within and around the towers, Grantee/Permittee shall clean the steel work to be covered by embankment of all earth, oil, or other foreign matter in an approved manner, except that in no case shall Grantee/Permittee use equipment or materials that would damage the steel work, bolts, or galvanized coating.

After the steel work has been cleaned, Grantee/Permittee shall apply a coating of asphalt-based paint, as approved by the Manager, Construction Services, We Energies, on all areas which are to be covered by fill material. This protective paint coating shall be applied to the steel work to a height of not less than six inches above the finished grade.

This asphalt paint coating shall be applied in two (2) separate coats, allowing 12 hours drying time between applications. Care shall be taken in the construction of embankments to avoid damage to the asphalt paint.

All costs of coating the steel tower legs indicated above shall be construed to be incidental to other contract items and no separate additional payment will be made thereof.

Compaction of the fill material shall be in accordance with the requirements for Special Compaction in Subsection 207.3.6.3 of the Standard Specifications. After a layer of materials has been put into place, compacting work shall begin near the center of a tower structure and shall be carried out in a uniformly expanding pattern except that around any tower leg, both sides shall be compacted simultaneously.

Grantee/Permittee shall not place any embankment or fill material in an area within the tower base occupied by free water.

## 2. Excavations

When open cut excavation is required in the vicinity of Transmission Structures the following conditions should be met:

a. The near side of the excavation shall be no closer than 20 feet from the face of the structure involved.

b. That the grade around a structure shall be maintained for a distance of 20 feet in all directions, as measured at grade perpendicular to the outside face of a steel structure footing or a wood pole. Grading of ground beyond the edge of the resulting square or rectangular flat area shall not be steeper than the following slopes:

	Horizontal Distance	Vertical Distance
Steel towers	4 ft.	1 ft.
Steel poles	4 ft.	1 ft.
Wood H-frames	3 ft.	1 ft.
Single wood poles	2 ft.	1 ft.

c. The excavation must be shored to prevent any loss of material from the area of the tower foundations to insure retention of structural integrity.

d. Excavated material shall not be stored in the immediate area of the tower (i.e., piled so as to cause damage to bracing systems).

e. The excavation shall be backfilled with suitable material and thoroughly compacted.

f. The surface elevation of the excavated area shall be restored to its original condition and not cause any alteration of the drainage patterns in the area of the tower.

g. The agency involved should submit plans in advance for any work in the vicinity of transmission structures.

h. If the above conditions cannot be met, the plans for the proposed project should be submitted to W.E.P.Co. Transmission Engineering for review.

### 3. Additional Requirements

The Grantee/Permittee agrees:

That no explosives will be used on the Company rights-of-way.

To accept liability for damage or the destruction of property, damage to Company facilities and injury or death of personnel in connection with the proposed construction which will be covered by this agreement.

To reimburse Company for any facility alternation costs which Company may consider necessary due to the construction covered by the agreement.

To provide for the retention of access to Company's facilities which would otherwise be land-locked or an appropriate sum should be offered to Company for this condition resulting from the construction.

To provide for twenty-four hour access to any substation property.

To restore, to a condition satisfactory to Company, any ground surface which may have been disturbed by the Grantee/Permittee operations.

# EXHIBIT "A"

Located in part of the Southeast Quarter of the Northeast Quarter of Section 05,  
Township 07 North, Range 17 East, City of Oconomowoc, Waukesha County,  
Wisconsin, being a 75' Right of Way between W. Jefferson St. and S1/4 Line of  
said Section

Property Owners Name:

WIS ELECTRIC POWER CO.

Property Address: N/A Oconomowoc, WI 53066

Tax Key #: OCOC 0593984



# EXHIBIT "B"

## PERMANENT UTILITY EASEMENT

LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 05,  
TOWNSHIP 07 NORTH, RANGE 17 EAST, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

### Legal Description of Utility Easement:

Located in part of the Southeast Quarter of the Northeast Quarter of Section 05, Township 07 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 5; thence North 87 degrees 54 minutes 04 seconds West along the South Line of the Northeast Quarter of said Section 5, a distance of 321.38 feet to the West Line of the Wisconsin Electric Power Company Right-of-Way (ROW); thence North 01 degrees 05 minutes 57 seconds East along said West Line, a distance of 281.88 feet to the Point of Beginning; thence continuing North 01 degrees 05 minutes 57 seconds East along said West Line, a distance of 28.39 feet; thence South 43 degrees 41 minutes 00 seconds East, a distance of 106.47 feet to the East Line of said Wisconsin Electric Power Company ROW; thence South 01 degrees 05 minutes 57 seconds West along said East Line, a distance of 28.39 feet; thence North 43 degrees 41 minutes 00 seconds West, a distance of 106.47 feet to the Point of Beginning.



MARCH 3, 2020

**mi-TECH**  
Fond Du Lac • Green Bay • Madison • New Berlin  
800.465.8050

SHEET 2 OF 2

PREPARED FOR:  
City of Oconomowoc  
174 E. Wisconsin Avenue  
Oconomowoc, WI 53066

**City of Oconomowoc - Treasurer's Report**  
**Cash & Investments**  
**May 31, 2020**

**CASH & INVESTMENTS**

	<b>Total</b>	<b>% of Portfolio</b>
State of Wisconsin LGIP	\$ 276,372.00	0.4%
PMA Financial Network	40,706,704.29	57.6%
DANA Investments	5,574,878.07	7.9%
Certificates of Deposit	750,000.00	1.1%
Checking/Municipal Sweep	15,876,791.40	22.5%
Other <sup>(1)</sup>	36,425.78	0.1%
Internal Advances	7,456,336.27	10.6%
<b>Total</b>	<b>\$ 70,677,507.81</b>	<b>100.0%</b>

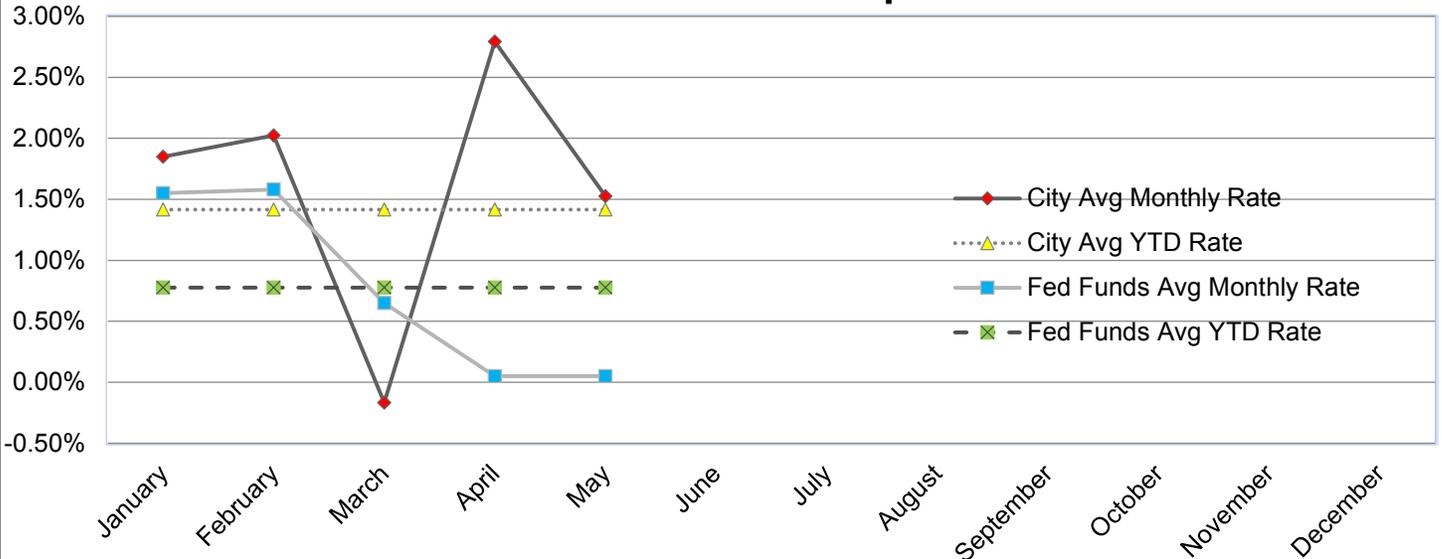
(1) Includes Library Trust Fund, Ambulance Billing

**INTEREST REVENUE**

	<b>May Interest</b>	<b>YTD Interest</b>	<b>Average YTD Rate</b>
State of Wisconsin LGIP	\$ 162.79	7,494.01	2.02%
Checking & Related Accts	5,733.26	67,504.56	1.30%
Other Investments	67,536.80	284,322.68	1.48%
Internal Advances	9,440.47	56,159.29	1.87%
<b>Total</b>	<b>\$ 82,873.32</b>	<b>415,480.54</b>	<b>1.42%</b>

Benchmark - Fed Funds 0.78%  
 Benchmark - 6 Month Treasury Bill 0.74%

**2020 Interest Rate Comparison**



**City of Oconomowoc - Treasurer's Report  
Checking Account Transactions  
May 31, 2020**

**RECEIPTS**

	<b>Combined Checking</b>
Cash Balance as of May 1	\$ 12,403,721.08
Robert W Baird & Co Inc	\$ 9,551,449.00
Bank Five-Nine - Construction Draws	6,300,474.00
Utility Payments	1,955,208.52
Property Taxes	390,410.63
Impact Fees	259,847.57
Village of Summit	175,799.10
Transfer from LGIP Investment Account	104,509.17
Bank Five-Nine - 2 Loan Pools	50,000.00
Town of Oconomowoc	48,338.35
Building / Electric/ Plumbing Permits	46,372.80
Charter - Franchise Fees	35,377.02
Knight Barry Title	33,187.37
League of WI Municipalities	31,866.00
Silver Lake Sanitary District	27,705.15
Town of Ixonia Sanitary District	18,421.08
Recreational Enrollment Fees	13,878.40
Municipal Court Fines/Rent	13,399.32
Room Tax	10,039.43
Commercial Condo LLC - Tree Donation	10,000.00
Miscellaneous Receipts	135,150.72
<b>Total Receipts</b>	<b>\$ 19,211,433.63</b>

**DISBURSEMENTS**

	<b>Combined Checking</b>
Bank Five Nine - Debt	\$ 9,421,012.06
WPPI	2,144,889.68
Musson Bros Inc	389,988.68
Federal & FICA Payroll Taxes	269,181.47
WI Retirement	197,101.98
Department of Employee Trust Funds	190,647.32
Pcard	123,254.58
SPC Transformer Solutions Inc	100,370.00
John's Disposal Service Inc	65,876.51
WI Sales Tax Payment	54,795.98
State Withholding	53,618.10
130 Investments LLC - 2 Loan Pools	50,000.00
Badger State Waste LLC	36,970.00
State of WI - Deferred Comp	28,106.00
R&R Insurance Services Inc	25,015.00
Miscellaneous Disbursements	360,108.65
<b>Total Disbursements</b>	<b>\$ 13,510,936.01</b>
Payrolls	<b>\$ 455,191.05</b>
P-Card Paid from PMA	<b>\$ (123,254.58)</b>
Transfer to PMA - Taxes Acct 102	<b>\$ 1,895,490.83</b>
<b>General Checking Account Balance as of May 31</b>	<b>\$ 15,876,791.40</b>



**Balance**

**Fund: 100 - GENERAL FUND**

**Assets**

110 - CASH AND INVESTMENTS	12,833,966.40	
120 - TAXES AND RELATED RECEIVABLES	7,470,564.15	
130 - ACCOUNTS RECEIVABLE	216,696.41	
140 - SPECIAL ASSESSMENT RECEIVABLE	28,604.97	
150 - INTEREST RECEIVABLE	125,277.55	
160 - DUE FROM OTHER FUNDS	279,250.00	
181 - PREPAID ITEMS	6,500.00	
<b>Total Assets:</b>	<b>20,960,859.48</b>	<b><u>20,960,859.48</u></b>

**Liability**

210 - ACCOUNTS PAYABLE	8,272.20	
220 - ACCRUED LIABILITIES	421,487.27	
230 - DEPOSITS	213,745.93	
240 - DUE TO OTHER GOVERNMENTS	5,200,615.85	
250 - DUE TO OTHER FUNDS	194,193.75	
260 - UNEARNED REVENUES	8,870.77	
270 - PROPERTY TAXES	2,233,157.94	
280 - SPECIAL ASSESSMENTS	28,785.36	
<b>Total Liability:</b>	<b>8,309,129.07</b>	

**Equity**

310 - NON-SPENDABLE	488,637.00	
320 - RESTRICTED	7,411.35	
330 - COMMITTED	4,272,648.00	
340 - ASSIGNED	976,548.00	
350 - UNASSIGNED	4,546,839.97	
<b>Total Beginning Equity:</b>	<b>10,292,084.32</b>	
Total Revenue	8,404,357.76	
Total Expense	6,044,711.67	
<b>Revenues Over/Under Expenses</b>	<b>2,359,646.09</b>	

**Total Equity and Current Surplus (Deficit): 12,651,730.41**

**Total Liabilities, Equity and Current Surplus (Deficit): 20,960,859.48**



Department; Sourc...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>GENERAL FUND</b>						
<b>Revenue</b>						
TAXES	8,215,052.00	8,215,052.00	1,082,772.90	5,823,642.25	-2,391,409.75	70.89 %
SPECIAL ASSESSMENTS	8,500.00	8,500.00	0.00	4,852.93	-3,647.07	57.09 %
INTERGOVERNMENTAL AID	1,772,987.00	1,772,987.00	29,158.13	769,595.20	-1,003,391.80	43.41 %
LICENSES AND PERMITS	655,900.00	655,900.00	90,965.24	241,946.18	-413,953.82	36.89 %
PENALTIES AND FINES	328,400.00	328,400.00	12,917.46	109,860.68	-218,539.32	33.45 %
PUBLIC CHARGES FOR SERVICES	1,126,323.00	1,126,323.00	26,131.97	628,349.73	-497,973.27	55.79 %
INTERFUND CHARGES FOR SERVICES	4,520.00	4,520.00	376.66	1,883.30	-2,636.70	41.67 %
MISCELLANEOUS REVENUES	419,113.00	459,113.00	31,580.51	146,477.49	-312,635.51	31.90 %
OTHER FINANCING SOURCES	1,667,354.00	1,667,354.00	128,950.00	677,750.00	-989,604.00	40.65 %
<b>Revenue Total:</b>	<b>14,198,149.00</b>	<b>14,238,149.00</b>	<b>1,402,852.87</b>	<b>8,404,357.76</b>	<b>-5,833,791.24</b>	<b>59.03 %</b>
<b>Expense</b>						
ELECTED OFFICIALS / ADMINISTRATION	421,935.97	421,935.97	33,667.24	124,983.14	296,952.83	29.62 %
FINANCE DEPARTMENT	586,885.97	586,885.97	50,263.14	217,446.34	369,439.63	37.05 %
CITY CLERK DEPARTMENT	367,243.23	367,243.23	38,871.68	172,098.65	195,144.58	46.86 %
POLICE DEPARTMENT	4,090,923.11	4,102,279.48	417,074.13	1,648,142.69	2,454,136.79	40.18 %
FIRE DEPARTMENT	1,966,261.00	1,966,261.00	67,833.00	1,399,068.48	567,192.52	71.15 %
DEPARTMENT OF PUBLIC WORKS	3,113,376.98	3,149,556.98	242,885.47	1,208,464.44	1,941,092.54	38.37 %
LIBRARY	1,210,696.75	1,210,696.75	107,311.15	476,633.11	734,063.64	39.37 %
PARKS, RECREATION AND FORESTRY	2,011,246.06	2,011,246.06	148,731.04	633,518.92	1,377,727.14	31.50 %
PLANNING DEPARTMENT	262,420.82	262,420.82	27,126.81	102,774.35	159,646.47	39.16 %
BUREAU OF ECONOMIC DEVELOPMENT	167,159.47	300,059.47	12,295.96	61,581.55	238,477.92	20.52 %
<b>Expense Total:</b>	<b>14,198,149.36</b>	<b>14,378,585.73</b>	<b>1,146,059.62</b>	<b>6,044,711.67</b>	<b>8,333,874.06</b>	<b>42.04 %</b>
<b>GENERAL FUND Surplus (Deficit):</b>	<b>-0.36</b>	<b>-140,436.73</b>	<b>256,793.25</b>	<b>2,359,646.09</b>	<b>2,500,082.82</b>	<b>-1,680.22 %</b>
<b>Report Surplus (Deficit):</b>	<b>-0.36</b>	<b>-140,436.73</b>	<b>256,793.25</b>	<b>2,359,646.09</b>	<b>2,500,082.82</b>	<b>-1,680.22 %</b>



City of Oconomowoc, WI

**Balance Sheet**  
**Account Summary**  
 As Of 05/31/2020

**Balance**

**Fund: 408 - CAPITAL IMPROVEMENTS**

**Assets**

105 - CURRENT ASSETS	9,756,445.85	
110 - CASH AND INVESTMENTS	3,442,868.89	
130 - ACCOUNTS RECEIVABLE	1,679,147.51	
<b>Total Assets:</b>	<b>14,878,462.25</b>	<b><u>14,878,462.25</u></b>

**Liability**

210 - ACCOUNTS PAYABLE	444,583.69	
260 - UNEARNED REVENUES	1,469,482.49	
<b>Total Liability:</b>	<b>1,914,066.18</b>	

**Equity**

330 - COMMITTED	7,831,429.67	
350 - UNASSIGNED	-10,675,732.61	
<b>Total Beginning Equity:</b>	<b>-2,844,302.94</b>	

Total Revenue	18,996,687.79	
Total Expense	3,187,988.78	
<b>Revenues Over/Under Expenses</b>	<b>15,808,699.01</b>	

**Total Equity and Current Surplus (Deficit): 12,964,396.07**

**Total Liabilities, Equity and Current Surplus (Deficit): 14,878,462.25**



# Budget Report Group Summary

For Fiscal: 2020 Period Ending: 05/31/2020

Source;Divisio...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>CAPITAL IMPROVEMENTS</b>						
<b>Revenue</b>						
TAXES	2,107,403.00	2,107,403.00	0.00	2,107,403.00	0.00	100.00 %
INTERGOVERNMENTAL AID	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
MISCELLANEOUS REVENUES	56,200.00	56,200.00	2,671.57	9,284.79	-46,915.21	16.52 %
OTHER FINANCING SOURCES	2,180,000.00	2,300,000.00	16,730,000.00	16,880,000.00	14,580,000.00	733.91 %
<b>Revenue Total:</b>	<b>4,493,603.00</b>	<b>4,613,603.00</b>	<b>16,732,671.57</b>	<b>18,996,687.79</b>	<b>14,383,084.79</b>	<b>411.75 %</b>
<b>Expense</b>						
POLICE ADMINISTRATION	0.00	7,503,165.64	13,163.17	2,415,660.94	5,087,504.70	32.20 %
POLICE DISPATCH CENTER	0.00	548,853.78	0.00	24,550.07	524,303.71	4.47 %
POLICE OPERATIONS	139,000.00	139,000.00	367.21	130,546.18	8,453.82	93.92 %
SUPP/HYDRANT	476,568.00	476,568.00	0.00	458,356.00	18,212.00	96.18 %
MUNICIPAL GARAGE	0.00	22,067.75	0.00	19,616.50	2,451.25	88.89 %
HIGHWAY & OTHER TRANSPORTATION	3,135,000.00	3,955,353.87	0.00	78,268.58	3,877,085.29	1.98 %
BRIDGES	110,000.00	119,062.85	0.00	0.00	119,062.85	0.00 %
SNOW AND ICE REMOVAL	230,000.00	230,000.00	0.00	0.00	230,000.00	0.00 %
CITY BUILDINGS	0.00	275,930.00	0.00	0.00	275,930.00	0.00 %
LIBRARY	36,000.00	80,283.07	0.00	615.00	79,668.07	0.77 %
PARKS/PLAYGROUNDS	205,835.00	273,689.00	27,695.94	34,412.44	239,276.56	12.57 %
ATHLETIC FIELDS/COURTS	30,000.00	90,000.00	0.00	0.00	90,000.00	0.00 %
INTEREST ON NOTES	0.00	0.00	18,834.40	18,834.40	-18,834.40	0.00 %
TRANSFER TO WATERSHED FUND	75,000.00	93,436.00	1,156.60	7,128.67	86,307.33	7.63 %
<b>Expense Total:</b>	<b>4,437,403.00</b>	<b>13,807,409.96</b>	<b>61,217.32</b>	<b>3,187,988.78</b>	<b>10,619,421.18</b>	<b>23.09 %</b>
<b>CAPITAL IMPROVEMENTS Surplus (Deficit):</b>	<b>56,200.00</b>	<b>-9,193,806.96</b>	<b>16,671,454.25</b>	<b>15,808,699.01</b>	<b>25,002,505.97</b>	<b>-171.95 %</b>
<b>Report Surplus (Deficit):</b>	<b>56,200.00</b>	<b>-9,193,806.96</b>	<b>16,671,454.25</b>	<b>15,808,699.01</b>	<b>25,002,505.97</b>	<b>-171.95 %</b>



Balance

Fund: 601 - WASTEWATER UTILITY

Assets

Class: 105 - CURRENT ASSETS

Table with 2 columns: Asset Description and Balance. Rows include 1051 - CASH & INVESTMENTS (3,956,161.60), 1052 - ACCOUNTS RECEIVABLE (404,899.56), 1053 - SPECIAL ASSESSMENT RECEIVABLE (913,086.95), 1054 - ACCRUED INTEREST (31,367.78), 1055 - DUE FROM OTHER FUNDS (4,728,341.00), 1058 - ADVANCES TO OTHER FUNDS (131,209.81), 1059 - DEFERRED CHARGES (48,300.00).

Total Class 105 - CURRENT ASSETS: 10,213,366.70

Class: 145 - RESTRICTED ASSETS

Table with 2 columns: Asset Description and Balance. Row includes 1451 - CASH & INVESTMENTS (10,868,222.24).

Total Class 145 - RESTRICTED ASSETS: 10,868,222.24

Class: 165 - NONCURRENT ASSETS

Table with 2 columns: Asset Description and Balance. Rows include 1653 - ADVANCES TO OTHER FUNDS (1,175,750.09), 1657 - OTHER ASSETS (183,385.00).

Total Class 165 - NONCURRENT ASSETS: 1,359,135.09

Class: 175 - CAPITAL ASSETS

Table with 2 columns: Asset Description and Balance. Rows include 1751 - LAND (60,606.55), 1752 - STRUCTURES & IMPROVEMENTS (10,033,045.12), 1753 - IMPROVEMENTS OTHER THAN BUILDINGS (40,071,427.27), 1754 - MACHINERY & EQUIPMENT (11,876,181.93), 1756 - CONSTRUCTION IN PROGRESS (625,481.01), 1757 - ACCUMULATED DEPRECIATION (-24,416,397.39).

Total Class 175 - CAPITAL ASSETS: 38,250,344.49

Total Assets: 60,691,068.52

60,691,068.52

Liability

Class: 205 - CURRENT LIABILITIES

Table with 2 columns: Liability Description and Balance. Rows include 2052 - ACCRUED LIABILITIES (45,094.86), 2053 - ACCRUED INTEREST (2,461.14), 2057 - DEFERRED CREDITS (129,379.71), 2058 - GENERAL OBLIGATION DEBT (11,040.00).

Total Class 205 - CURRENT LIABILITIES: 187,975.71

Class: 255 - NONCURRENT LIABILITIES

Table with 2 columns: Liability Description and Balance. Row includes 2553 - GENERAL OBLIGATION DEBT (37,260.00).

Total Class 255 - NONCURRENT LIABILITIES: 37,260.00

Total Liability: 225,235.71

Equity

Class: 305 - NET POSITION

Table with 2 columns: Equity Description and Balance. Rows include 3055 - RESTRICTED FOR PLANT REPLACEMENT (10,868,222.24), 3057 - RESTRICTED FOR PENSION BENEFITS (183,385.00), 3059 - UNRESTRICTED (48,832,953.52).

Total Class 305 - NET POSITION: 59,884,560.76

Total Beginning Equity: 59,884,560.76

Total Revenue 2,103,735.17

Total Expense 1,522,463.12

Revenues Over/Under Expenses 581,272.05

Total Equity and Current Surplus (Deficit): 60,465,832.81

Total Liabilities, Equity and Current Surplus (Deficit): 60,691,068.52



RevClass;Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 601 - WASTEWATER UTILITY</b>						
<b>Revenue</b>						
<b>Source: 411 - OPERATING REVENUE</b>						
6410 - RESIDENTIAL	1,801,000.00	1,801,000.00	170,167.26	783,130.44	-1,017,869.56	43.48 %
6411 - COMMERCIAL	862,000.00	862,000.00	60,843.86	326,804.15	-535,195.85	37.91 %
6414 - INDUSTRIAL	202,000.00	202,000.00	15,891.46	74,175.84	-127,824.16	36.72 %
6421 - SERVICE TO OTHER SYSTEMS	951,000.00	951,000.00	84,502.96	382,500.92	-568,499.08	40.22 %
6450 - OTHER OPERATING REVENUE	172,000.00	172,000.00	16,273.30	38,552.39	-133,447.61	22.41 %
<b>Source: 411 - OPERATING REVENUE Total:</b>	<b>3,988,000.00</b>	<b>3,988,000.00</b>	<b>347,678.84</b>	<b>1,605,163.74</b>	<b>-2,382,836.26</b>	<b>40.25 %</b>
<b>Source: 412 - NON-OPERATING REVENUE</b>						
8110 - INTEREST ON INVESTMENTS	480,400.00	480,400.00	31,279.47	176,133.37	-304,266.63	36.66 %
8113 - SEWER AVAILABILITY CHARGE	440,000.00	440,000.00	164,861.00	262,964.00	-177,036.00	59.76 %
8114 - IMPACT FEES & SPECIAL ASSESSMENTS	35,200.00	35,200.00	16,484.00	38,100.00	2,900.00	108.24 %
8120 - UNREALIZED GAIN/LOSS	0.00	0.00	31,534.52	40,537.26	40,537.26	0.00 %
8121 - REALIZED GAIN/LOSS	-50,000.00	-50,000.00	-3,594.84	-19,163.20	30,836.80	38.33 %
<b>Source: 412 - NON-OPERATING REVENUE Total:</b>	<b>905,600.00</b>	<b>905,600.00</b>	<b>240,564.15</b>	<b>498,571.43</b>	<b>-407,028.57</b>	<b>55.05 %</b>
<b>Source: 414 - CONTRIBUTIONS AND TRANSFERS</b>						
4210 - CONTRIBUTED INFRASTRUCTURE	730,000.00	730,000.00	0.00	0.00	-730,000.00	0.00 %
<b>Source: 414 - CONTRIBUTIONS AND TRANSFERS Total:</b>	<b>730,000.00</b>	<b>730,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-730,000.00</b>	<b>0.00 %</b>
<b>Revenue Total:</b>	<b>5,623,600.00</b>	<b>5,623,600.00</b>	<b>588,242.99</b>	<b>2,103,735.17</b>	<b>-3,519,864.83</b>	<b>37.41 %</b>
<b>Expense</b>						
518 - ADMIN & GENERAL	2,333,924.28	2,340,640.93	208,627.99	949,680.85	1,390,960.08	40.57 %
519 - VEHICLES & EQUIPMENT	55,511.04	57,511.04	3,173.68	19,123.12	38,387.92	33.25 %
573 - DISTRIBUTION MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
575 - COLLECTION	348,251.47	348,251.47	30,887.25	103,952.67	244,298.80	29.85 %
576 - TREATMENT & DISPOSAL	1,440,250.01	1,493,091.01	136,095.81	383,482.22	1,109,608.79	25.68 %
578 - SANITARY DISTRICTS	2,456.04	2,456.04	117.10	648.43	1,807.61	26.40 %
580 - DEBT SERVICE	156,904.00	156,904.00	13,096.65	65,575.83	91,328.17	41.79 %
<b>Expense Total:</b>	<b>4,337,296.84</b>	<b>4,398,854.49</b>	<b>391,998.48</b>	<b>1,522,463.12</b>	<b>2,876,391.37</b>	<b>34.61 %</b>
<b>Fund: 601 - WASTEWATER UTILITY Surplus (Deficit):</b>	<b>1,286,303.16</b>	<b>1,224,745.51</b>	<b>196,244.51</b>	<b>581,272.05</b>	<b>-643,473.46</b>	<b>47.46 %</b>
<b>Report Surplus (Deficit):</b>	<b>1,286,303.16</b>	<b>1,224,745.51</b>	<b>196,244.51</b>	<b>581,272.05</b>	<b>-643,473.46</b>	<b>47.46 %</b>



**Balance**

**Fund: 602 - WATER UTILITY**

**Assets**

**Class: 105 - CURRENT ASSETS**

1051 - CASH & INVESTMENTS	4,888,672.55
1052 - ACCOUNTS RECEIVABLE	207,188.47
1053 - SPECIAL ASSESSMENT RECEIVABLE	640,556.34
1057 - INVENTORIES	76,320.54
1059 - DEFERRED CHARGES	35,700.00

**Total Class 105 - CURRENT ASSETS: 5,848,437.90**

**Class: 145 - RESTRICTED ASSETS**

1451 - CASH & INVESTMENTS	243,202.63
---------------------------	------------

**Total Class 145 - RESTRICTED ASSETS: 243,202.63**

**Class: 165 - NONCURRENT ASSETS**

1657 - OTHER ASSETS	495,498.07
---------------------	------------

**Total Class 165 - NONCURRENT ASSETS: 495,498.07**

**Class: 175 - CAPITAL ASSETS**

1751 - LAND	58,625.09
1752 - STRUCTURES & IMPROVEMENTS	1,253,429.06
1753 - IMPROVEMENTS OTHER THAN BUILDINGS	37,147,560.99
1754 - MACHINERY & EQUIPMENT	9,127,566.52
1756 - CONSTRUCTION IN PROGRESS	89,557.88
1757 - ACCUMULATED DEPRECIATION	-13,449,831.88

**Total Class 175 - CAPITAL ASSETS: 34,226,907.66**

**Total Assets: 40,814,046.26**

**40,814,046.26**

**Liability**

**Class: 205 - CURRENT LIABILITIES**

2051 - ACCOUNTS PAYABLE	80,504.00
2052 - ACCRUED LIABILITIES	14,260.91
2053 - ACCRUED INTEREST	23,651.91
2054 - DEPOSITS	1,150.00
2055 - ACCRUED TAXES	567,382.00
2057 - DEFERRED CREDITS	489,842.61
2058 - GENERAL OBLIGATION DEBT	8,160.00
2061 - ADVANCES FROM OTHER FUNDS	381,373.55

**Total Class 205 - CURRENT LIABILITIES: 1,566,324.98**

**Class: 255 - NONCURRENT LIABILITIES**

2553 - GENERAL OBLIGATION DEBT	2,452,540.00
2556 - ADVANCES FROM OTHER FUNDS	2,067,371.66

**Total Class 255 - NONCURRENT LIABILITIES: 4,519,911.66**

**Total Liability: 6,086,236.64**

**Equity**

**Class: 305 - NET POSITION**

3057 - RESTRICTED FOR PENSION BENEFITS	186,092.00
3059 - UNRESTRICTED	34,415,228.63

**Total Class 305 - NET POSITION: 34,601,320.63**

**Total Beginning Equity: 34,601,320.63**

**Balance Sheet**

**As Of 05/31/2020**

	<b>Balance</b>
Total Revenue	1,404,001.02
Total Expense	<u>1,277,512.03</u>
<b>Revenues Over/Under Expenses</b>	<b>126,488.99</b>
<b>Total Equity and Current Surplus (Deficit):</b>	<b>34,727,809.62</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u><u>40,814,046.26</u></u></b>



RevClass;Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 602 - WATER UTILITY</b>						
<b>Revenue</b>						
<b>Source: 411 - OPERATING REVENUE</b>						
4600 - HYDRANT	1,000.00	1,000.00	6.00	18.34	-981.66	1.83 %
4610 - METERED SALES-RES MULTI FAMILY	1,448,000.00	185,000.00	17,759.98	86,571.54	-98,428.46	46.80 %
4611 - RESIDENTIAL	185,000.00	1,448,000.00	126,050.60	588,417.49	-859,582.51	40.64 %
4613 - COMMERCIAL	552,000.00	552,000.00	34,566.14	182,100.18	-369,899.82	32.99 %
4615 - INDUSTRIAL	120,000.00	120,000.00	8,892.82	42,792.57	-77,207.43	35.66 %
4620 - PUBLIC FIRE PROTECTION	814,000.00	814,000.00	68,175.96	339,507.96	-474,492.04	41.71 %
4630 - PRIVATE FIRE PROTECTION	105,000.00	105,000.00	9,104.67	45,383.66	-59,616.34	43.22 %
4700 - FOREFITED DISCOUNTS	5,500.00	5,500.00	-1.33	1,338.07	-4,161.93	24.33 %
4710 - MISC SERVICE REVENUE	2,000.00	2,000.00	80.00	320.00	-1,680.00	16.00 %
4720 - RENTS FROM WATER PROPERTY	95,400.00	95,400.00	8,967.62	44,823.26	-50,576.74	46.98 %
4740 - OTHER WATER REVENUE	43,000.00	43,000.00	3,260.05	14,460.14	-28,539.86	33.63 %
<b>Source: 411 - OPERATING REVENUE Total:</b>	<b>3,370,900.00</b>	<b>3,370,900.00</b>	<b>276,862.51</b>	<b>1,345,733.21</b>	<b>-2,025,166.79</b>	<b>39.92 %</b>
<b>Source: 412 - NON-OPERATING REVENUE</b>						
4150 - REVENUE FROM JOBBING	6,000.00	6,000.00	0.00	259.87	-5,740.13	4.33 %
4190 - INTEREST	70,000.00	70,000.00	2,453.38	14,026.45	-55,973.55	20.04 %
4250 - MISC AMORT-REGULATORY LIABILITY	41,945.00	41,945.00	3,495.42	17,477.10	-24,467.90	41.67 %
4301 - IMPACT FEES & SPECIAL ASSESSMENTS	0.00	0.00	24,985.12	26,504.39	26,504.39	0.00 %
<b>Source: 412 - NON-OPERATING REVENUE Total:</b>	<b>117,945.00</b>	<b>117,945.00</b>	<b>30,933.92</b>	<b>58,267.81</b>	<b>-59,677.19</b>	<b>49.40 %</b>
<b>Source: 414 - CONTRIBUTIONS AND TRANSFERS</b>						
4210 - CONTRIBUTED INFRASTRUCTURE	840,000.00	840,000.00	0.00	0.00	-840,000.00	0.00 %
<b>Source: 414 - CONTRIBUTIONS AND TRANSFERS Total:</b>	<b>840,000.00</b>	<b>840,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-840,000.00</b>	<b>0.00 %</b>
<b>Revenue Total:</b>	<b>4,328,845.00</b>	<b>4,328,845.00</b>	<b>307,796.43</b>	<b>1,404,001.02</b>	<b>-2,924,843.98</b>	<b>32.43 %</b>
<b>Expense</b>						
516 - CUSTOMER SERVICE	76,627.69	76,627.69	6,495.70	27,319.91	49,307.78	35.65 %
517 - ADVERTISING / PUBLICITY	17,500.00	17,500.00	2,049.81	2,049.81	15,450.19	11.71 %
518 - ADMIN & GENERAL	660,738.99	660,738.99	67,894.49	248,348.68	412,390.31	37.59 %
519 - VEHICLES & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00 %
531 - SOURCE OF SUPPLY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
532 - PUMPING OPERATIONS	234,355.57	234,355.57	16,481.76	81,717.96	152,637.61	34.87 %
533 - PUMPING MAINTENANCE	124,217.95	124,217.95	9,379.45	17,038.24	107,179.71	13.72 %
534 - TREATMENT OPERATIONS	86,154.18	86,154.18	11,555.81	28,402.54	57,751.64	32.97 %
535 - TREATMENT MAINTENANCE	25,551.63	25,551.63	1,429.90	7,848.02	17,703.61	30.71 %
572 - DISTRIBUTION OPERATIONS	284,795.06	284,795.06	33,859.48	85,147.76	199,647.30	29.90 %
573 - DISTRIBUTION MAINTENANCE	391,584.43	391,584.42	22,821.37	119,610.19	271,974.23	30.55 %
574 - GENERAL PLANT	29,933.21	29,933.21	3,163.03	15,539.61	14,393.60	51.91 %
577 - MISCELLANEOUS EXPENSES	1,577,347.02	1,577,347.02	131,200.25	644,489.31	932,857.71	40.86 %
<b>Expense Total:</b>	<b>3,513,805.73</b>	<b>3,513,805.72</b>	<b>306,331.05</b>	<b>1,277,512.03</b>	<b>2,236,293.69</b>	<b>36.36 %</b>
<b>Fund: 602 - WATER UTILITY Surplus (Deficit):</b>	<b>815,039.27</b>	<b>815,039.28</b>	<b>1,465.38</b>	<b>126,488.99</b>	<b>-688,550.29</b>	<b>15.52 %</b>
<b>Report Surplus (Deficit):</b>	<b>815,039.27</b>	<b>815,039.28</b>	<b>1,465.38</b>	<b>126,488.99</b>	<b>-688,550.29</b>	<b>15.52 %</b>



Balance

Fund: 603 - ELECTRIC UTILITY

Assets

Class: 105 - CURRENT ASSETS

Table with 2 columns: Asset Description and Balance. Rows include 1051 - CASH & INVESTMENTS (10,634,864.92), 1052 - ACCOUNTS RECEIVABLE (1,662,665.79), 1054 - ACCRUED INTEREST (11,893.60), 1056 - PREPAID ITEMS (4,044.60), 1057 - INVENTORIES (1,189,324.77), 1058 - ADVANCES TO OTHER FUNDS (250,163.74), 1059 - DEFERRED CHARGES (87,675.00).

Total Class 105 - CURRENT ASSETS: 13,840,632.42

Class: 145 - RESTRICTED ASSETS

Table with 2 columns: Asset Description and Balance. Row includes 1451 - CASH & INVESTMENTS (35,610.71).

Total Class 145 - RESTRICTED ASSETS: 35,610.71

Class: 165 - NONCURRENT ASSETS

Table with 2 columns: Asset Description and Balance. Rows include 1653 - ADVANCES TO OTHER FUNDS (891,621.57), 1657 - OTHER ASSETS (374,648.00).

Total Class 165 - NONCURRENT ASSETS: 1,266,269.57

Class: 175 - CAPITAL ASSETS

Table with 2 columns: Asset Description and Balance. Rows include 1751 - LAND (123,061.54), 1752 - STRUCTURES & IMPROVEMENTS (2,940,896.55), 1753 - IMPROVEMENTS OTHER THAN BUILDINGS (39,423,383.61), 1754 - MACHINERY & EQUIPMENT (17,118,409.55), 1756 - CONSTRUCTION IN PROGRESS (3,114,537.42), 1757 - ACCUMULATED DEPRECIATION (-29,251,366.28).

Total Class 175 - CAPITAL ASSETS: 33,468,922.39

Total Assets: 48,611,435.09

48,611,435.09

Liability

Class: 205 - CURRENT LIABILITIES

Table with 2 columns: Liability Description and Balance. Rows include 2051 - ACCOUNTS PAYABLE (1,419,796.34), 2052 - ACCRUED LIABILITIES (143,329.69), 2053 - ACCRUED INTEREST (3,731.82), 2054 - DEPOSITS (35,610.71), 2055 - ACCRUED TAXES (769,618.00), 2056 - CUSTOMER ADVANCES FOR CONSTRUCTION (252,442.63), 2057 - DEFERRED CREDITS (335,566.48), 2058 - GENERAL OBLIGATION DEBT (20,040.00), 2059 - REVENUE BONDS (455,000.00).

Total Class 205 - CURRENT LIABILITIES: 3,435,135.67

Class: 255 - NONCURRENT LIABILITIES

Table with 2 columns: Liability Description and Balance. Row includes 2553 - GENERAL OBLIGATION DEBT (542,635.00).

Total Class 255 - NONCURRENT LIABILITIES: 542,635.00

Total Liability: 3,977,770.67

Equity

Class: 305 - NET POSITION

Table with 2 columns: Equity Description and Balance. Rows include 3057 - RESTRICTED FOR PENSION BENEFITS (374,648.00), 3059 - UNRESTRICTED (44,206,072.01).

Total Class 305 - NET POSITION: 44,580,720.01

Total Beginning Equity: 44,580,720.01

**Balance Sheet**

**As Of 05/31/2020**

	<b>Balance</b>
Total Revenue	8,382,072.99
Total Expense	<u>8,329,128.58</u>
<b>Revenues Over/Under Expenses</b>	<b>52,944.41</b>
<b>Total Equity and Current Surplus (Deficit):</b>	<b>44,633,664.42</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b><u>48,611,435.09</u></b>



RevClass;Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Fund: 603 - ELECTRIC UTILITY</b>						
<b>Revenue</b>						
<b>Source: 411 - OPERATING REVENUE</b>						
4400 - RESIDENTIAL	9,713,000.00	9,713,000.00	610,860.13	3,328,260.96	-6,384,739.04	34.27 %
4420 - COMMERCIAL	2,948,000.00	2,948,000.00	159,825.55	1,000,816.16	-1,947,183.84	33.95 %
4430 - LARGE COMMERCIAL/INDUSTRIAL	11,828,000.00	11,828,000.00	764,996.19	3,831,250.21	-7,996,749.79	32.39 %
4440 - STREET & YARD LIGHTING	313,000.00	313,000.00	21,219.51	109,178.41	-203,821.59	34.88 %
4500 - FOREFITED DISCOUNTS	45,000.00	45,000.00	-6.62	8,895.50	-36,104.50	19.77 %
4510 - MISC SERVICE REVENUE	7,000.00	7,000.00	0.00	100.00	-6,900.00	1.43 %
4540 - RENTS FROM ELECTRIC PROPERTY	21,600.00	21,600.00	1,800.00	10,078.76	-11,521.24	46.66 %
4560 - OTHER ELECTRIC REVENUE	20,000.00	20,000.00	791.65	1,852.72	-18,147.28	9.26 %
<b>Source: 411 - OPERATING REVENUE Total:</b>	<b>24,895,600.00</b>	<b>24,895,600.00</b>	<b>1,559,486.41</b>	<b>8,290,432.72</b>	<b>-16,605,167.28</b>	<b>33.30 %</b>
<b>Source: 412 - NON-OPERATING REVENUE</b>						
4150 - REVENUE FROM JOBBING	60,000.00	60,000.00	-472.80	100.87	-59,899.13	0.17 %
4190 - INTEREST	246,992.00	246,992.00	9,543.31	81,662.21	-165,329.79	33.06 %
4250 - MISC AMORT-REGULATORY LIABILITY	76,638.00	76,638.00	6,386.50	31,932.50	-44,705.50	41.67 %
<b>Source: 412 - NON-OPERATING REVENUE Total:</b>	<b>383,630.00</b>	<b>383,630.00</b>	<b>15,457.01</b>	<b>113,695.58</b>	<b>-269,934.42</b>	<b>29.64 %</b>
<b>Source: 414 - CONTRIBUTIONS AND TRANSFERS</b>						
4210 - CONTRIBUTED INFRASTRUCTURE	200,000.00	200,000.00	0.00	0.00	-200,000.00	0.00 %
4211 - DEVELOPER EMBEDDED CREDITS	-100,000.00	-100,000.00	-22,055.31	-22,055.31	77,944.69	22.06 %
<b>Source: 414 - CONTRIBUTIONS AND TRANSFERS Total:</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>-22,055.31</b>	<b>-22,055.31</b>	<b>-122,055.31</b>	<b>22.06 %</b>
<b>Source: 473 - CAPITAL PROJECTS</b>						
7000 - WORK ORDER CLEARING	0.00	0.00	0.00	0.00	0.00	0.00 %
<b>Source: 473 - CAPITAL PROJECTS Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00 %</b>
<b>Revenue Total:</b>	<b>25,379,230.00</b>	<b>25,379,230.00</b>	<b>1,552,888.11</b>	<b>8,382,072.99</b>	<b>-16,997,157.01</b>	<b>33.03 %</b>
<b>Expense</b>						
516 - CUSTOMER SERVICE	298,658.44	298,658.44	23,987.92	99,852.55	198,805.89	33.43 %
517 - ADVERTISING / PUBLICITY	13,700.00	13,700.00	15.34	261.54	13,438.46	1.91 %
518 - ADMIN & GENERAL	1,328,468.02	1,328,468.02	131,605.26	550,546.88	777,921.14	41.44 %
519 - VEHICLES & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00 %
571 - PURCHASED POWER	17,586,000.00	17,586,000.00	1,344,806.73	5,774,324.67	11,811,675.33	32.83 %
572 - DISTRIBUTION OPERATIONS	551,380.93	551,380.93	53,973.98	224,456.17	326,924.76	40.71 %
573 - DISTRIBUTION MAINTENANCE	834,618.13	852,118.13	86,645.42	359,745.25	492,372.88	42.22 %
574 - GENERAL PLANT	136,289.57	136,289.57	2,296.90	59,261.19	77,028.38	43.48 %
577 - MISCELLANEOUS EXPENSES	3,019,069.04	3,019,069.04	254,389.92	1,260,680.33	1,758,388.71	41.76 %
<b>Expense Total:</b>	<b>23,768,184.13</b>	<b>23,785,684.13</b>	<b>1,897,721.47</b>	<b>8,329,128.58</b>	<b>15,456,555.55</b>	<b>35.02 %</b>
<b>Fund: 603 - ELECTRIC UTILITY Surplus (Deficit):</b>	<b>1,611,045.87</b>	<b>1,593,545.87</b>	<b>-344,833.36</b>	<b>52,944.41</b>	<b>-1,540,601.46</b>	<b>3.32 %</b>
<b>Report Surplus (Deficit):</b>	<b>1,611,045.87</b>	<b>1,593,545.87</b>	<b>-344,833.36</b>	<b>52,944.41</b>	<b>-1,540,601.46</b>	<b>3.32 %</b>



# MEMORANDUM

## CLERK'S

Date: June 12, 2020

To: Protection & Welfare Committee  
Common Council  
Mayor Magnus

From: Diane Coenen, City Clerk

Re: Renewal of Alcohol Beverage Licenses: July 1, 2020 – June 30, 2021

## RELATES TO THE STRATEGIC PLAN

Strategic Goal- N/A

## BACKGROUND

This resolution lists all licensee applications requesting renewal of their Class A, B or C Alcohol Beverage Licenses, for the licensing period July 1, 2020 to June 30, 2021. All licensees/premises are current with all obligations to the City and meet all Chapter 12 code and statutory requirements.

## ADDITIONAL ANALYSIS

N/A

## FINANCIAL IMPACT

N/A

## RECOMMENDATION

**Protection and Welfare Recommendation:** Move to recommend granting renewal 2020-2021 alcohol beverage licenses as presented.

## SUGGESTED MOTION

**Common Council Recommendation:** Move to adopt Resolution 20-R2877 granting renewal 2020-2021 alcohol beverage licenses.

**RESOLUTION NO. 20-R2877**

**RESOLUTION GRANTING RENEWAL OF 2020-2021 ALCOHOL BEVERAGE LICENSES**

**WHEREAS**, applications for the following renewal licenses have been made, necessary fees deposited and all legal procedures have been taken, as per ordinance of the City of Oconomowoc.

**NOW THEREFORE, BE IT RESOLVED** by the Common Council of the City of Oconomowoc that the following licenses be granted (all will expire on June 30, 2020):

**Class "A" Fermented Malt Licenses:**

(sell packaged goods beer only)

**Sausage Haus, Inc**

523 N. Oakwood Avenue  
Allen Jerabek, agent  
W276 N1797 Spring Creek Dr, Pewaukee

**Class "A" Fermented Malt / "Class A" Liquor (Cider only) Licenses:**

(sell packaged goods beer & cider only)

**Kwik Trip, Inc (#417)**

1220 Brown Street  
Craig Clausen, agent  
W5572 Cty Rd CW, #1A, Watertown

**Kwik Trip, Inc (#858)**

1301 Oconomowoc Parkway  
Jeffrey S. Wiggins, agent  
366 Grove Street, Mayville

**Kwik Trip, Inc (#446)**

1292 Oconomowoc Parkway  
Jodi Schubert, Proposed agent  
604 Garfield St, Watertown

**Speedway, LLC (#4179)**

403 E. Wisconsin Avenue  
Amber M. Amsler, agent  
138 N 71st St, Milwaukee

**"Class A" Intoxicating Liquor/Fermented Malt Licenses:**

(sell packaged goods beer & liquor)

**Aldi, Inc (#27)**

1521 Unity Drive  
Bradley D. Anderson, agent  
N8022 Preserve Park Dr, Ixonia

**Herr's Service Inc.**

402 E Wisconsin Ave  
Peter Herr, agent  
W175 Park Rd

**Auton Co., LLC (Sonoma Cellars)**

1290 Summit Avenue, #101  
Robert Fronberry, agent  
123 Saint Andrews Trail, Fontana

**Liquid Libations Inc (Flannery's II)**

1071 Summit Avenue  
Todd D. Pedersen, agent  
1250 Prairie Creek Blvd, #101

**Datag, Inc (Oconomowoc BP)**

744 E. Wisconsin Avenue  
Sukhwinder Pal & Pardeep Kaur, agents  
W172 N7720 Shady Ln, Menomonee Falls

**Spring Fast LLC (BP-W Discount Liquor)**

1004 E. Summit Avenue  
Satwinder Singh, agent  
3380 Bradee Rd, Brookfield

**Fleet Farm Group LLC**

1501 & 1555 Pabst Farms Blvd  
Julie Brown, agent  
518 Robert St, Fort Atkinson

**Ultra Mart Foods, LLC (Pick 'n Save #6388)**

1300 Pabst Farms Circle  
Joe K. Verdeyen, agent  
W347N5815 Foxglove Ct

**Fox Bros. Piggly Wiggly**

1300 Brown Street  
Patrick V. Fox, agent  
N67 W30952 Golf Road, Hartland

**Class "B" Fermented Malt Licenses:**

(sell packaged goods beer only)

**Grandview Management Inc**

220 W. Wisconsin Avenue (Community Ctr)

**TRH Restaurants II, Inc (Rocky Rococo's)**

1075 Summit Avenue

Robert J Zilli, agent  
N59 W35605 Surrey Dr

Kurt Kimball, agent  
1050 Shady Lane

**Oconomowoc Softball Association**

Champion Field-W. Jefferson Street  
Gary L. Boley, Jr, agent  
N1514 Cty Rd EE, Neosho

**Class "B" Fermented Malt / "Class C" Wine Licenses:**

(serve fermented malt beverages and wine only)

**Bella Gusto LLC**

29 S. Main Street  
Renee S. Burns, agent  
N8232 Woody Lane, Ixonia

**MOD Super Fast Pizza LLC**

1676 Old Schoolhouse Rd, Ste 103  
*Benjamin J. Henneberry, Proposed agent*  
N17 W5328 Garfield St, Cedarburg

**EYM Pizza of Wisconsin LLC (Pizza Hut)**

910 Summit Avenue  
Michael Hein, agent  
1002 Peterson St, Fort Atkinson

**OM Manthra, Inc (Mantra Indian Bistro)**

511 E Wisconsin Avenue  
Govindarajan Navaneetham, agent  
15965 Brookhill Dr, Brookfield

**Golosi, LLC (Golosi Gelato/Café)**

162 E. Wisconsin Avenue  
Marina DeGiovanni, agent  
1203 Lynx Blvd., Waukesha

**Steelhead Aleworks LLC**

965 Cannongate Rd  
Jason Radosevich, agent  
580 Saxony Ct, Hartland

**KGMP Hotels LLC (Staybridge Suites)**

1141 Blue Ribbon Drive  
Kevin Patel, agent  
7866 130th Ave, Bristol

**"Class B" Retailers' Licenses:**

(serve intoxicating liquor/fermented malt beverages)

**Bertrands, LLC (Lago Su Bella)**

126 W. Wisconsin Avenue  
Michael Bertrand, Agent  
N58 W38082 Anchorage Rd

**Crafty Cow LLC**

153 E. Wisconsin Avenue  
David Eichler, agent  
S66 W32445 Road X, Mukwonago

**Bootleggers, LLC**

137 E. Wisconsin Avenue  
Holly K. Semrad, agent  
683 N. Lapham

**Crannog Enterprises Inc (The Pub)**

114 N. Main Street  
Aelred Gannon, agent  
1027 Main St, Delafield

**Breakshots on Main LLC**

105 S. Main Street  
Tim Counsell, agent  
410 Grove St

**Dunnebar LLC (AJ's Pub)**

125 N. Main Street  
Jennifer A. Keepman, agent  
599 Westfield Way E, Pewaukee

**"Class B" Intoxicating Liquor/Fermented Malt Licenses (Cont'):**

**Fiesta Cancun, LLC**

157 & 159 E. Wisconsin Avenue  
Marcos Contreras, agent  
1842 Wellsprings Court

**Sobie's Restaurant LLC**

123 E. Wisconsin Avenue  
Lydia Sobol, agent  
546 Summit Avenue

**Hey, LLC (Maxim's at the Ocon Depot)**

115 E. Collins  
Dimitri Glavas, agent

**Solveson-Moos-Abrahanson (VFW Post 2260)**

830 E. Wisconsin Avenue  
Patrick J. Houck, agent

W336 N550 Island View Ln, Nashotah

**KM Hotel LLC (Hilton Garden Inn)**

1443 Pabst Farms Circle  
Kevin Patel, agent  
7866 130th Ave, Bristol

**Lutheran Homes of Oconomowoc Inc \*Exception\***

1305, 1306 & 1380 W. Wisconsin Avenue  
Dale Dahlke, agent  
N8174 Woody Ln, Ixonia

**Oconomowoc Columbian Bldg. Corp.**

117 W. Second Street  
Jon M. Kopps, agent  
N7180 Ski Slide Road

**Oconomowoc Pizza, Inc (Rosati's)**

1288 Summit Avenue, Suite 101  
Mark Herdt, agent  
4309 W. Beach Road

**Par Inc (Paganica Golf Course)**

1335 S. Silver Lake Street  
Todd Faherty, agent  
N8062 Woody Ln, Ixonia

**R & S Hospitality LLC (CornerStone Sports Pub)**

24 S. Main Street  
John R. Suttner, agent  
W375N7833 Tamarack Ct

**Roblyn, Inc (Lakerz Pub & Eatery)**

118 E. Wisconsin Avenue  
Athlyn Ann Reed, agent  
N47 W27515 Lynndale Road, Pewaukee

426 E. Summit

**Roots Coffeebar & Café LLC**

124 E. Wisconsin Avenue  
Heidi E. Laatsch, agent, 330 Thurow Drive  
Hilary B. DeVries, agent, N7952 Woody Ln, Ixonia

**Themandon, LLC (Amalia's Family Restaurant)**

183 E. Wisconsin Avenue  
Theresa Ann Perez, agent  
1439 Country Club Lane, Watertown

**TKH, LLC (Grill 164)**

164 E. Wisconsin Avenue  
Todd K. Heppe, agent  
988 Oconomowoc Pkwy

**TWS LLC (Thirsty Bird Saloon)**

119 S. Main Street  
Todd W. Schaeffgen, agent  
8159 Blue Bird Ct, Ixonia

**VIP Sushi & Hibachi LLC**

1288 Summit Avenue, Suite 118  
Zhou Chen, agent  
5739 Longford Terrace, Fitchburg

**Winger's Tap, Inc**

126 Silver Lake Plaza  
Richard Winger, agent  
W346 Allen Road

**Reserve "Class B" Licenses:**

(serve intoxicating liquor/fermented malt beverages)

**Brinker Restaurant Corp (Chili's Grill & Bar)**

1229 Corporate Center Drive  
Matthew Fitzgerald, agent  
518 Cassie Lynn Ln

**Highline Vault Inc (Coco's Seafood&Steakhouse)**

151 St. Paul Street  
Mark S Rossetti, agent  
2725 S Taylor Ave, Milwaukee

**Reserve "Class B" Licenses (cont'd):**

**North 48 Lake Country Inc**

102 N. Main Street  
Jordan Z. Cole, agent  
6986 N. Elm Tree Rd, Glendale

**Splash Martini Bar, LLC**

134 N. Main Street  
Richard Reinert, agent  
134 N. Main Street

**SLM LLC (Twisted Fire)**

515 E. Wisconsin Avenue  
Dimitri Glavas, agent  
W336 N550 Island View Ln, Nashotah

**Wine & Décor LLC (Vino Etcetera)**

120 E. Wisconsin Avenue  
Brian Borkowski, agent  
752 Adams St

**(8) "Class B" Retailers' Licenses (Capital Improvement Area-Former TID 3)**

(serve intoxicating liquor/fermented malt beverages)

**Pabst Farms Development Inc**

William C. Niemann, agent  
N70 W31155 Club Circle, Hartland

DATE: June 16, 2020

CITY OF OCONOMOWOC

BY: \_\_\_\_\_  
Robert Magnus, Mayor

ATTEST:

\_\_\_\_\_  
Diane Coenen, City Clerk



# MEMORANDUM

## PUBLIC WORKS

Date: June 16, 2020

To: Public Services Committee  
Common Council

From: Mark Frye, Director of Public Works

Re: Budget Amendment Resolution 20-R2882; Thackeray Trail Reconstruction Design Engineering

## RELATES TO THE STRATEGIC PLAN

Strategic Goal-  
Section II: Improve and Maintain Our Infrastructure and Facilities  
Part C: Plan and Complete Street Extensions  
Item 8: Engineering Design for Reconstruction of Existing Thackeray Trail

## BACKGROUND

On May 5, 2020 the Common Council approved borrowing for multiple projects within the City. One of the projects included in the borrowing was the reconstruction of Thackeray Trail. With the borrowing complete and funds available for use, we would like to move forward with the design engineering process. By starting now, we will be ready by the end of the year to bid the reconstruction work.

City Staff anticipated \$320,000 for the design engineering. This project has added task not normally needed on street maintenance projects. These include the proposed pond, additional DNR approvals, soil borings, traffic signal timing and intersection configuration at Summit Avenue and extensive grading plans to provide for acceptable transitions with driveways and front yards.

We would follow our procurement policy and send out a Request for Proposal (RFP) for the design engineering services.

## ADDITIONAL ANALYSIS

N/A

## FINANCIAL IMPACT

Design engineering cost of \$320,000 from funds borrowed and received.

## RECOMMENDATION

Motion to recommend to the Common Council the 2020 budget amendment of \$320,000 for the design engineering of the Thackeray Trail reconstruction.

## SUGGESTED MOTION

Motion to approve resolution 20-R2882; budget amendment in the amount of \$320,000 for Thackeray Trail reconstruction design engineering.

Note: Budget amendments requires a 2/3 vote for approval.

**RESOLUTION NO. 20-R2882**

**RESOLUTION APPROVING BUDGET AMENDMENT FOR THACKERAY TRAIL  
RECONSTRUCTION DESIGN ENGINEERING**

WHEREAS, ON May 5, 2020 the Common Council approved a borrowing for several projects; and

WHEREAS, one of these projects was the reconstruction of Thackeray Trail in 2021; and

WHEREAS, the design engineering should be completed by the end of 2020 for bidding; and

WHEREAS, funds were not included in the 2020 budget for the design engineering of the reconstruction of Thackeray Trail; and

WHEREAS, City Staff is requesting \$320,000 from the 2020 debt proceeds be placed in the 2020 budget for said work.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council recommends and authorizes a budget amendment to add \$320,000 to account 408-505-5300-210 for Thackeray Trail Reconstruction Design Engineering Services. Funds will come from 2020 Debt proceeds.

Note: Budget amendments require a 2/3 vote.

DATED: \_\_\_\_\_

CITY OF OCONOMOWOC

By: \_\_\_\_\_  
Robert P. Magnus, Mayor

ATTEST:

\_\_\_\_\_  
Diane Coenen, Clerk

**ORDINANCE NO. 20-0979**

**AN ORDINANCE TO CREATE §20.15(2)(a)3. HYDRAULIC SHADOW MAP OF PEACOCK (FOWLER LAKE) DAM, UNDER OFFICIAL MAPS OF THE MUNICIPAL FLOODPLAIN ZONING ORDINANCE FOR THE CITY OF OCONOMOWOC**

The Common Council of the City of Oconomowoc, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1. Section 20.15(2) OFFICIAL MAPS AND REVISIONS of Chapter 20 of the Municipal Floodplain Zoning Ordinance, is hereby amended to create:

(a) 3. Specifically, adopted map to be regulated is included in, and part of the document described as follows:

Peacock (Fowler Lake) Dam Field File 67.17  
Study titled: DAMBRK Dam Failure Analysis  
Prepared by: Mead & Hunt Consulting Engineers  
Dated: July, 1996  
Approved by the WDNR on June 25, 1998  
Map titled: Exhibit 7 (Rev. 1) – Regional Flood FLOODPLAIN BOUNDARIES No Failure and Failure  
Map dated: June 25, 1998  
Map Boundary: Shown as the Dam Failure Boundary (Page 82) of Dam Failure Analysis  
Data table titled: Table 1 – Comparison of maximum Water Surface Elevations and Flows in the Oconomowoc River Failure and No-Failure of Peacock Dam During Regional Flood  
Profile titled: Failure column

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective upon passage and publication as required by law.

DATED: \_\_\_\_\_

CITY OF OCONOMOWOC

By: \_\_\_\_\_  
Robert P. Magnus, Mayor

ATTEST:

\_\_\_\_\_  
Diane Coenen, Clerk

Date Adopted: \_\_\_\_\_

Date Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

# Planning Staff Report

## Floodplain Ordinance Amendment

City of Oconomowoc  
Plan Commission – 6/10/20

*Pertaining to the Regulatory Maps within the Floodplain Zoning Ordinance*

**Summary:** The applicant is requesting a Floodplain Zoning Ordinance (Chapter 20) text amendment that would add a new regulatory map under Section 20.15(2)(a) Official Maps. The map creates a Hydraulic Shadow Map of the Peacock Dam (Fowler Lake).

**Property Identification:** Text Amendment applies to the properties north and south of the Peacock Dam (Fowler Lake)

**Property Owner:** N/A

**Applicant:** Mark Frye – Director of Public Works  
Oconomowoc City Hall  
174 E. Wisconsin Avenue  
Oconomowoc, WI 53066

---

### **History:**

The City inspects the Peacock Dam every several years. In 2016 and 2019, inspections confirmed material loss from the cribs, requiring repair. The City shared this information with the Wisconsin Department of Natural Resources (WDNR) and applied for the Municipal Dam Grant Program that offers assistance to communities. During this time, the WDNR, stated the City would score additional points on the grant application if it demonstrated that land use controls (zoning) are in effect next to the dam.

This can be achieved by adopting the hydraulic shadow map (floodplain), in the event of dam failure. A map depicting this area was prepared by Mead and Hunt Consulting Engineers, map dated June 25, 1998. The City has no record that this map was ever officially adopted and incorporated into the Floodplain Zoning Ordinance.

### **Text Amendment Summary:**

This map will expand the floodplain area near the Peacock Dam. In case of dam failure, this area will flood the areas below the 860' elevation levels. The property to the north of the dam is not affected by dam failure due to its elevation, however the property to the south of the dam (525 N. Lake Road), due to its elevation the floodway limits would extend further south than currently mapped on the attached FIRM (Flood Insurance Rate Map) panel map. This would reduce the amount of buildable area on the property as the property exists today.

### **Impact to 525 N. Lake Road**

The developer is aware of this text amendment and has had discussions with the WDNR. The developer will need to submit engineering drawings and calculations to develop this property. Approval of these drawings must be approved by the WDNR dam safety staff regardless of whether the City approves or denies the proposed hydraulic shadow map.

**Planning Thoughts:**

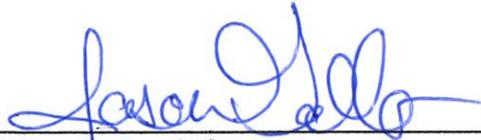
Planning is supportive of the proposed text amendment for several reasons. The amendment will create a larger area for flooding purposes in case of dam failure. Fowler Lake was reviewed, as well as the dam and the elevations in this area. It was concluded that if there was dam failure, a certain area would flood prior to discharging the water into Lac LaBelle. These studies were done in the late 1990's, but never officially incorporated into the City Ordinance. This amendment will provide the City with zoning control that is currently not in place at this time.

The amendment will also assure the WDNR that the City of Oconomowoc is being proactive with land use controls near the Peacock Dam and will award the City extra points toward the grant application.

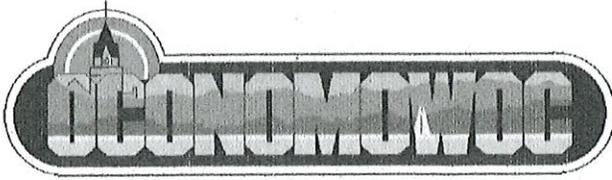
**Recommendation:**

Plan Commission ***recommend approval*** of the Floodplain Zoning Ordinance text amendment to create Section 20.15(2)(a)3. Hydraulic Shadow Map of Peacock Dam.

Submitted by: \_\_\_\_\_



Jason Gallo, AICP  
City Planner / Zoning Administrator



**STAFF RECOMMENDATION FORM** TYPE OF REQUEST: **FLOODPLAIN ORD. AMENDMENT**

PROJECT NAME: **FLOODPLAIN ORDINANCE TEXT AMENDMENT -**  
 TAX KEY NO.: **ADDING A REGULATORY FLOOD STORAGE MAP**  
 PROJECT ADDRESS/LOCATION: **PEACOCK DAM AREA**

**RECOMMENDATION SIGNATURES**

CITY PLANNER: *[Signature]* Date: **5-26-20**  
 Comments:

CITY ENGINEER: **OK Per E-MAIL (JG)** Date: **5-26-20**  
 Comments:

DIRECTOR OF PUBLIC WORKS: *[Signature]* Date: **05.28.20**  
 Comments:

WASTEWATER: *[Signature]* Date: **5-26-2020**  
 Comments:

WATER: *[Signature]* Date: **5/28/20**  
 Comments:

ELECTRIC: *[Signature]* Date: **5-26-20**  
 Comments:

PARKS, RECREATION & FORESTRY: *[Signature]* Date: **5-26-20**  
 Comments:

POLICE CHIEF: *[Signature]* Date: **5-26-20**  
 Comments:

FIRE: *[Signature]* Date: **5-27-20**  
 Comments:

DIRECTOR OF FINANCE: *[Signature]* Date: **5-27-20**  
 Comments:

ECONOMIC DEVELOPMENT DIRECTOR: *[Signature]* Date: **5-26-20**  
 Comments:



Department of City Planning  
 174 E. Wisconsin Avenue Oconomowoc, WI  
 www.oconomowoc-wi.gov | 262.569.2166

## Development Application

X	Description	Administrative Fee
	Administrative Design Review	\$ 75.00
	Major Design Review	\$ 75.00
	Conditional Use Permit	\$ 500.00
	Zoning Determination Letter	\$ 100.00
	Temporary Use Permit	\$ 75.00
	Temporary Use Permit - Renewal	No Charge
	Variance	\$ 425.00
	Special Exceptions	\$ 425.00
	Appeals of Zoning Administrator	\$ 300.00
	Zoning Map Amendment (From _____ To _____)	\$ 425.00
X	Zoning Text Amendment	<del>\$ 425.00</del>
	Comprehensive Plan Amendment	\$ 300.00
	Planned Development District	Step 1: Pre-application Conference
		Step 2: Concept Plan Review
		Step 3: General Development Plan Review
	Preliminary or Final Plat Review	\$ 75.00
	Certified Survey Map or Extraterritorial Plat/CSM Review	\$ 75.00

\*NOTE: Administrative filing fees are due at the time an application is filed with the City Clerk's Office and are not refundable. In addition to the Administrative fees, City Staff time (City Engineer, City Planner & City Attorney) will be charged back to the applicant. The Applicant will receive monthly invoices of payments due.

Date: **MAY 6, 2020**

Project/Business Name: **CITY OF OCONOMOWOC - FLOODPLAIN ORD.**

Address/Location:

City, State, Zip Code:

Proposed Use of Property: **AMEND CHAPTER 20 - FLOODPLAIN ORD.**

Applicant: <b>MARK FRYE - DPW</b>	Property Owner: <b>CITY OF OCONOMOWOC</b>
Address: <b>174 E WISCONSIN AVENUE</b>	Address:
City/State/Zip: <b>Oconomowoc, WI 53066</b>	City/State/Zip:
Phone: <b>262.569.2184</b>	Phone:
E-mail: <b>MFRYE@Oconomowoc-wi.gov</b>	E-mail:
Signature: <i>Mark Frye</i> 05.27.20	Signature:

This form is not valid unless signed by Owner or Agent under a written power-of-attorney (please provide). I, Owner/one of the Owner's of the property, declare that this application (including any accompanying documents) has been examined by me and to the best of my knowledge and belief is true, correct and complete. I further accept all liability, which may be a result of the City of Oconomowoc relying on this information I am providing in this application.

## Hydraulic Shadow Map Adoption – WHY?

### Background

The Wisconsin Department of Natural Resources (WDNR) regulates all dams in Wisconsin. They require inspections of the dams based on a schedule determined by the dam's Hazard Rating. Peacock Dam was inspected in October of 2019 – and previously in 2016; both inspections have confirmed there is ongoing material loss from the cribs which make up the load bearing portion of the dam.

To assist communities with costly dam maintenance the DNR offers a Municipal Dam Grant Program. This program offers up to 50% reimbursement of eligible costs for repairs and engineering. The Municipal Dam Grant Program is very competitive, there are 3,900 dams in Wisconsin. We applied in February 2020 for the Dam Grant Program using information provided by Collins Engineering. Repairs are estimated at \$80,000, with engineering costs at approximately \$6,000.

The City would be eligible for an extra 20 points on our grant score if it can demonstrate that land use controls (zoning) are currently in effect downstream of the dam. With the competitive grant program, these points can be the difference between being awarded the grant or not.

The 20 points can be achieved by adopting the hydraulic shadow map contained within the Dam Failure Analysis completed in 1996. The hydraulic shadow map depicts the limits of the floodway in the event of dam failure. The property north of the dam is not affected by dam failure due to elevation. The property south of the dam (525 North Lake Road) would be due to topography. Floodway limits would extend further south than currently mapped on FEMA Firm Panel 55133C0151G limiting or making more restrictive the buildable area as the property exists today.

### Impact to 525 North Lake Road Property

We were hesitant to pursue the hydraulic map adoption without knowing its impacts on the property. After discussions with the WDNR, we have concluded that the property can be filled, with specific restrictions, to remove the proposed building area from the floodway. The developer has also spoken with the WDNR and is aware of the filling restrictions.

**LEGEND:**

--- Dam Failure Floodplain Boundary

- - - 100-Year Floodplain Boundary

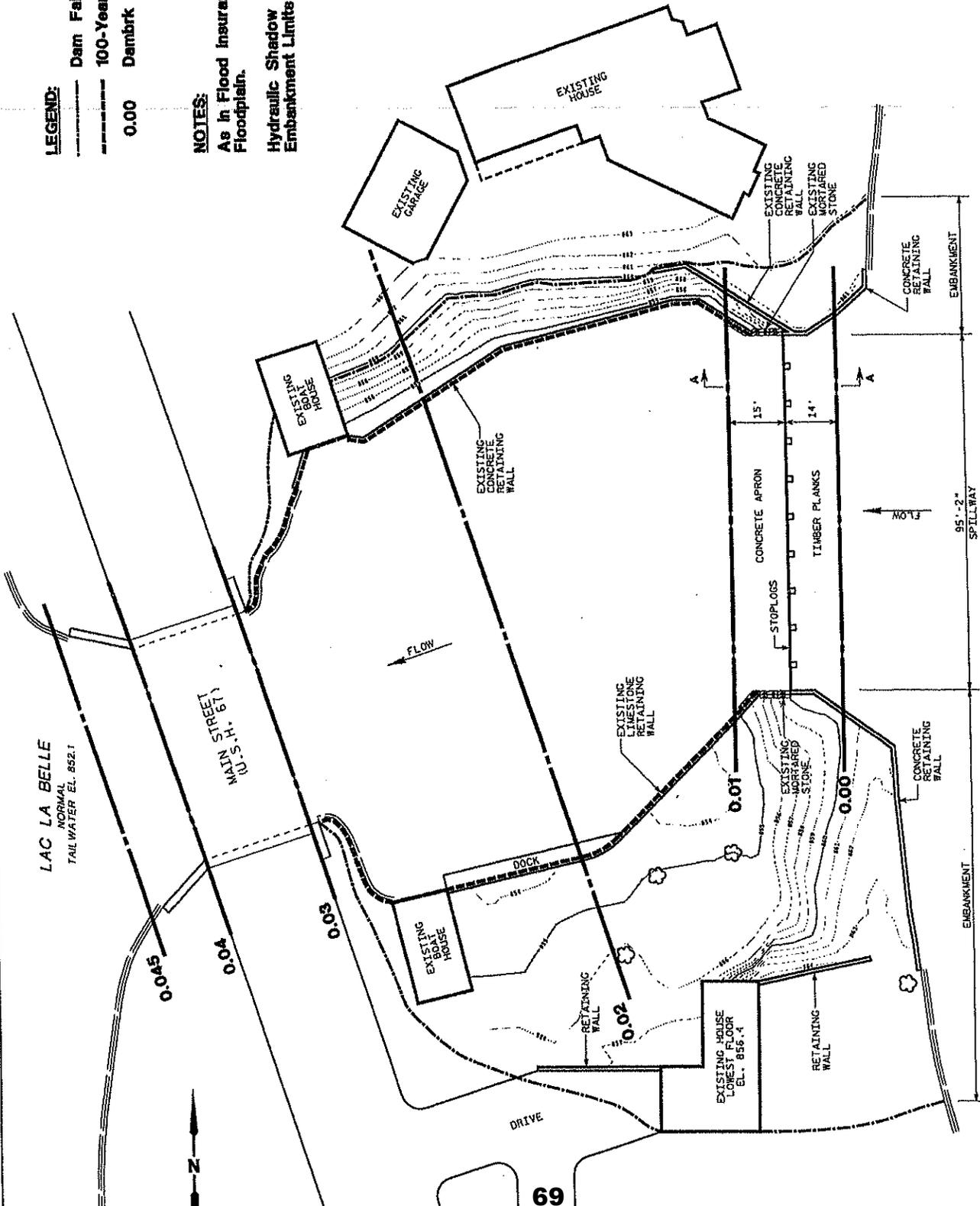
0.00 Dambrk Cross-Sections

*AND DAM NONEXISTENT*

**NOTES:**

As in Flood Insurance Study Floodway is the Floodplain.

Hydraulic Shadow Limits at Dam include Embankment Limits as Determined by WDNR.



FOWLER LAKE  
NORMAL  
HEADWATER EL. 859.7

Regional Flood  
FLOODPLAIN BOUNDARIES  
No Failure and Failure

City of Oconomowoc  
PEACOCK (FOWLER LAKE) DAM

SCALE	1" = 30'-0"	DATE	08/20/25	APPROVED	MEAD & HUNT	PROJECT NO.	014-95A	REV.	1
DESIGNED	DATE	BY	DATE	BY	MEAD & HUNT	PROJECT NO.	014-95A	REV.	1
CHECKED	DATE	BY	DATE	BY	MEAD & HUNT	PROJECT NO.	014-95A	REV.	1
APPROVED	DATE	BY	DATE	BY	MEAD & HUNT	PROJECT NO.	014-95A	REV.	1

INITIAL	DATE	REVISION	REVISION

**STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT  
OF PURPOSE, TITLE AND GENERAL PROVISIONS**

**20.11 STATUTORY AUTHORIZATION.**

This chapter is adopted pursuant to the authorization in §§61.35 and 62.23, [Wis. Stats.], for villages and cities; and the requirements in §87.30, [Wis.] Stats.

**20.12 FINDING OF FACT.**

Uncontrolled development and use of the floodplains and rivers in the City of Oconomowoc would impair the public health, safety, convenience, general welfare and tax base.

**20.13 STATEMENT OF PURPOSE.**

This chapter is intended to regulate floodplain development to:

- (1) Protect life, health and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;
- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

**20.14 TITLE.**

This chapter shall be known as the Floodplain Zoning Ordinance for the City of Oconomowoc, Wisconsin.

**20.15 GENERAL PROVISIONS.**

- (1) **AREAS TO BE REGULATED.** This chapter regulates all areas that would be covered by the regional flood or base flood as shown on the Flood Insurance Rate Map (FIRM) or other maps approved by DNR. Base flood elevations are derived from the flood profiles in the Flood Insurance Study

(FIS) and are shown as AE, A1-30, and AH Zones on the FIRM. Other regulatory zones are displayed as A and AO Zones. Regional flood elevations (RFE) may be derived from other studies. If more than one map or revision is referenced, the most restrictive information shall apply.

**(2) OFFICIAL MAPS AND REVISIONS.** The boundaries of all floodplain districts are designated as A, AE, AH, AO or A1-30 on the maps based on the Flood Insurance Study (FIS) listed below. Any change to the base flood elevations (BFE) or any changes to the boundaries of the floodplain or floodway in the FIS or on the Flood Insurance Rate Map (FIRM) must be reviewed and approved by the DNR and FEMA through the letter of map change process (see §20.80, Amendments) before it is effective. No changes to RFE's on non-FEMA maps shall be effective until approved by the DNR. These maps and revisions are on file in the office of the City Planner/Zoning Administrator, City of Oconomowoc, WI. If more than one map or revision is referenced, the most restrictive information shall apply.

**(a) Official Maps:** (Rep. & recr. #14-O869) Based on the FIS:

1. Flood Insurance Rate Map (FIRM), panel numbers 55133C0038G; 55133C0039G; 55133C0131G; 55133C0132G; 55133C0133G; 55133C0134G; 55133C0151G; 55133C0152G; 55133C0153G; 55133C0154G; 55133C0161H all panels being dated November 5, 2014 with the corresponding profiles that are based on the Flood Insurance Study (FIS) dated November 5, 2014, Volume number 55133CV001C, 55133CV002C, and 55133CV003C; Approved by the DNR and FEMA.
2. Waukesha County Flood Storage District Maps, Panels 1 and 7 of 12, dated November 5, 2014; Approved by the DNR.

**(b) Official Maps:** Based on other studies. Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development.

**(3) ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS.** The regional floodplain areas are divided into 4 districts as follows:

**(a)** The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters and are contained within AE Zones as shown on the FIRM.

PANEL 0151G

# FIRM

## FLOOD INSURANCE RATE MAP WAUKESHA COUNTY, WISCONSIN AND INCORPORATED AREAS

### PANEL 151 OF 500

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
OCONOMOWOC, CITY OF	550488	0151	G
OCONOMOWOC LAKE, VILLAGE OF	550582	0151	G
SUMMIT, VILLAGE OF	550663	0151	G
WAUKESHA COUNTY	550476	0151	G

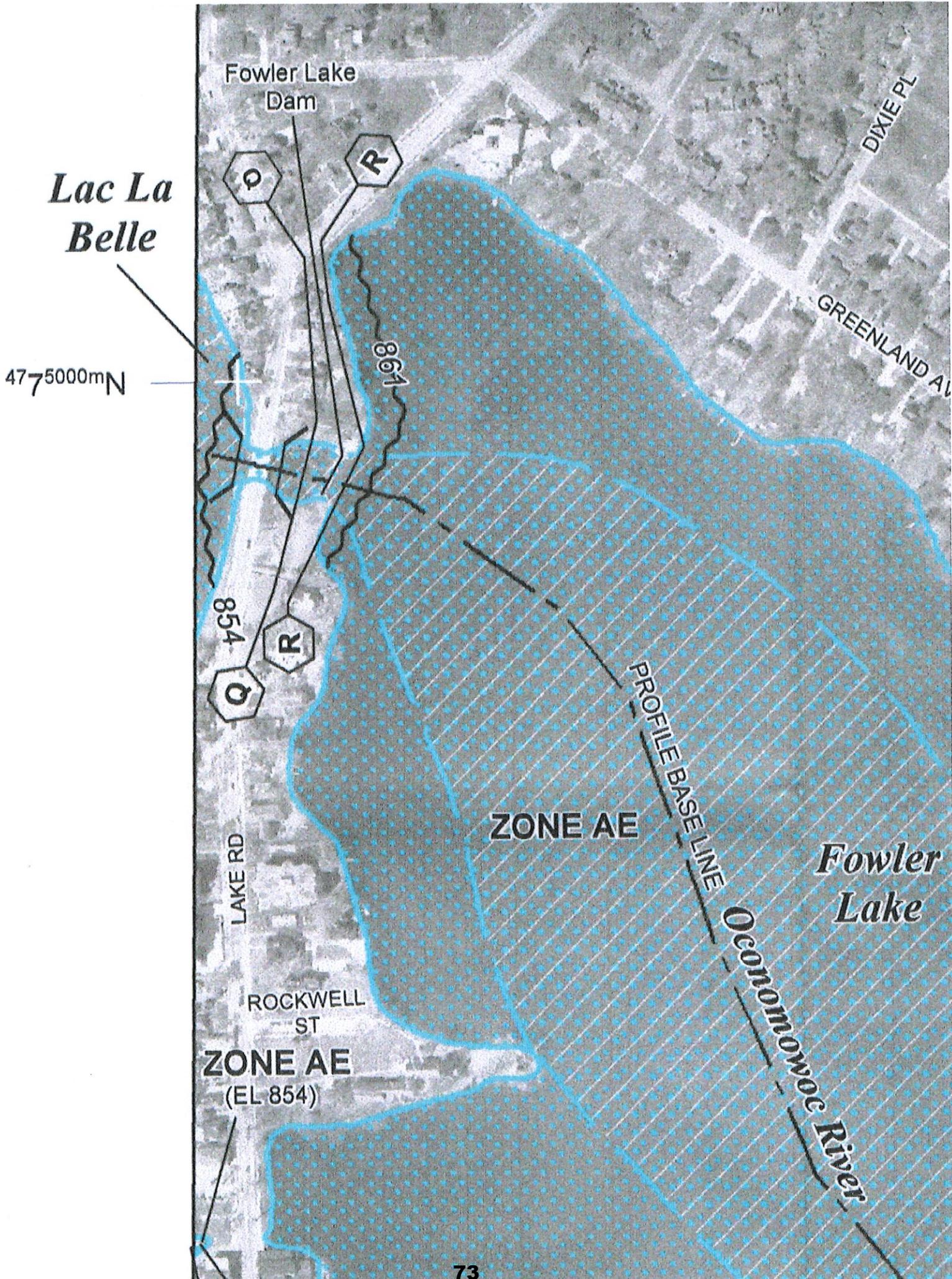
Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



**MAP NUMBER  
55133C0151G**

**MAP REVISED  
NOVEMBER 5, 2014**

**Federal Emergency Management Agency**





**ORDINANCE NO. 20-0980**

**AN ORDINANCE TO REPEAL AND RE-CREATE SECTION 17.108(15)  
OF THE CITY OF OCONOMOWOC ZONING CODE RELATING  
TO TOWERS AND ANTENNAS**

WHEREAS, on or about July 10, 2019 the State of Wisconsin adopted 2019 Wisconsin Act 14, which created Wisconsin Statutes Section 66.0414 concerning small wireless facilities, and made other changes to State laws concerning telecommunications facilities; and

WHEREAS, as a result of this recent legislation, the City of Oconomowoc City staff have recommended that the Municipal Code be updated to address these issues in a manner permitted by current State laws; and

WHEREAS, this matter was initiated by the Common Council pursuant to Section 17.802(2)(b) of the City of Oconomowoc Municipal Code; and

WHEREAS, the zoning amendment was duly submitted to the City Plan Commission of the City of Oconomowoc for report and recommendation; and

WHEREAS, upon due notice as required by Section 62.23(7)(d), Wisconsin Statutes, 17.802(7) of the Municipal Code, a public hearing was held pursuant to Section 17.802(7) of the Municipal Code on June 10, 2020 and June 16, 2020; and

WHEREAS, the Common Council finds that this change to the City Zoning Code is not a down zoning ordinance because it does not decrease the development density of land and it does not reduce the permitted uses of land, and therefore the super majority requirement of Section 66.10015, Wisconsin Statutes, does not apply to this ordinance; and

WHEREAS, the Common Council of the City of Oconomowoc having carefully reviewed the recommendation of the Plan Commission of the City of Oconomowoc, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such rezoning on the health, safety and welfare of the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved as well as the impact on the surrounding properties as to noise, dust, smoke and odor, and others, hereby determine that the rezoning will not violate the spirit or intent of the Zoning Code for the City of Oconomowoc, is consistent with the City of Oconomowoc Comprehensive Plan, will not be contrary to the public health, safety or general welfare of the City of Oconomowoc will not be hazardous, harmful, noxious, offensive and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the operation is conducted pursuant to the following conditions and in strict compliance with the same; and

WHEREAS, the Common Council hereby intends to adopt the recommendations of City staff in this regard.

NOW THEREFORE, the Common Council of the City of Oconomowoc, Waukesha County, Wisconsin, does hereby ordain as follows:

SECTION 1: Chapter 17 of the City of Oconomowoc Municipal Code entitled, "Zoning Code," Section 17.108 entitled, "Conditional Use – Specific Standards," Subsection (15) entitled, "Tower/Antenna of any Height (Not in Public R-O-W)" is hereby repealed and re-created as follows:

(15) Tower / antenna of any Height (Not in public R-O-W)

- a) All towers or antennas shall meet and conform to all current standards listed in the Wisconsin State Statutes §66.0404 that regulate Mobile tower siting regulations. Towers and Antenna of any height shall also conform with all other applicable State, Federal and Local requirements.
- b) Shall comply with all other Zoning, Fire, Building, Engineering, Utility and other Municipal Ordinances, and all applicable laws.
- c) **Limitations upon Authority.** The City review and action in the matter shall be subject to the limitations imposed by Wisconsin Statutes Sections 66.0404(4) and 66.0414, as applicable. In the event the applicant believes the City has exceeded its authority in this regard, the applicant shall notify the Plan Commission in writing and the Plan Commission reserves the right to reconsider the matter, to ensure that applicable laws are followed.
- d) **Conditional use status shall not be granted to communication towers unless the tower is located so that there is sufficient radius of clear land around the tower so that its collapse shall be completely contained on the property, subject to the following. Except as provided in Subsection (f), below, if an applicant provides the City with engineering certification showing that the tower is designed to collapse within a smaller area than the radius equal to the height of the tower, the smaller area shall be used unless the City has and provides to the applicant substantial evidence that the engineering certification is flawed.**
- e) **Aesthetic Requirements.** All users of the City right-of-way shall comply with the following aesthetic standards:
  - 1. In areas where facilities are currently nonexistent or underground, undergrounding is required.
  - 2. No new above ground structures, including co-locations on existing structures, shall be placed within 500 feet of historic structures or historic districts designated by the National Register of Historic Places in Wisconsin or listed on the State Register of Historic Places. The 500-foot separation is waived for installations that are completely concealed from view or are not visible from locations where the historic structure can be observed.
  - 3. Attachments to existing structures shall be designed to be flush with the existing structure as much as can reasonably be done, shall be a color that matches the existing structure and shall be the smallest size possible to reasonably accommodate the intended purpose. If the structure to which the attachment is made changes color due to repainting, resurfacing or other means, the attachment shall be modified to match the new color.
  - 4. Any party objecting to the requirements of this Subsection (e) shall have an opportunity to demonstrate that the requirement constitutes an effective prohibition in violation of State or Federal law, in an appeal made pursuant to Section 17.810 of this Code.
- f) **Setback.** Any tower that is constructed on or adjacent to a parcel of land on or adjacent to which single-family residential use is permitted shall be setback from every lot line of a parcel for which single-family residential use is permitted by a distance that equals or exceeds the height of the tower.

SECTION 2: CONTINUATION OF EXISTING PROVISIONS

The provisions of this ordinance, to the extent that they are substantively the same as those of the ordinances in force immediately prior to the enactment of this ordinance, are intended as a continuation of such ordinances and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior ordinances. In addition, the adoption of this ordinance shall not affect any action, prosecution or proceeding brought for the enforcement of any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance for the time that such provision was in effect, and the repeal of any such provisions is stayed pending the final resolution of such actions, including appeals.

SECTION 3: SEVERABILITY.

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 4: EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated: \_\_\_\_\_

**CITY OF OCONOMOWOC**

By: \_\_\_\_\_  
Robert P. Magnus, Mayor

ATTEST:

\_\_\_\_\_  
Diane Coenen, City Clerk

Date Adopted: \_\_\_\_\_

Date Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

# Planning Staff Report

City of Oconomowoc

Plan Commission – 6/10/20

## **Tower Zoning Ordinance Amendment**

*Pertaining to the Standards for reviewing Towers in the City – 17.108(15)*

**Summary:** The City is requesting a Zoning Ordinance text amendment that updates the standards for granting a Conditional Use Permit for Towers and Antenna of any height.

**Property Identification:** Text Amendment applies to all proposed new Towers / Antennas of any height.

**Property Owner:** N/A

**Applicant:** City of Oconomowoc  
174 E. Wisconsin Avenue  
Oconomowoc, WI 53066

### **History:**

In 2017, the State enacted Wisconsin Act 67. The act changed how Conditional Use permits are approved. Per this Act, Conditional Use decisions must be based on the applicant provided “substantial evidence” that the intended use conforms to all the locally established “standards”. If the conditional use requirements have successfully been demonstrated, then the conditional use shall be granted.

Starting in 2018 and finishing in June of 2019, the City created “standards” for each of the 15 identified conditional uses. These uses are considered special, and the City feels these uses must be reviewed to comply with the established standards. Towers and Antennas of Any Height are one of the 15 uses that require a conditional use permit prior to the City allowing to be constructed.

For Section 17.108(15) Towers and Antenna of Any Height (not in the public R-O-W):

The two standards approved include:

1. All towers and antennas shall meet and conform to all current standards listed in the Wisconsin State Statutes 66.0404 that regulate mobile tower siting regulations. Towers and Antennas of any height shall also conform with all other applicable State, Federal and Location requirements.
2. Shall comply with all other Zoning, Fire, Building, Engineering, Utility and other Municipal Ordinances, and all applicable laws.

At the time, staff felt was best to tie the standards for granting a CUP for a Tower to the Tower requirements listed in the State Statutes. The City by law can not be more restrictive than the Statutes. Also, if the Statutes change, the City will automatically be in compliance with current State laws.

### **Text Amendment Summary:**

Earlier this year, the City Planning Department was approached by the City Attorney's office about changing the City's Ordinances as they relate to Towers. Per Wisconsin Act 14, adopted in 2019, there were several new requirements that "may" be granted by the local communities. Also, the fall zone requirements were already in the current State Statutes as the "political subdivision may enact a zoning ordinance to regulate any of the following". Since these requirements were not mandated in 66.0404, it was recommended by legal to memorialize these into the Ordinance as new standards.

The thought was if the City does not specifically state the requirements in the local ordinance, then the applicant could interpret that as the City chooses not to have those new requirements.

Act 14 created new tower setback requirements. Attached is the page that outlines 66.0404 (4e) that discusses the new setback requirements that staff encourages being placed into the ordinance. The setback shall be measured from the lot lines of other adjacent or nonadjacent parcels for which single-family residential use is a permitted use under the zoning ordinance. The setback requirement may not be a distance that is greater than the height of the proposed structure.

If a tower is to be located next to a property that either has or allows single-family use, then the tower needs to be setback a minimum distance of the height of the tower.

The fall zone requirement was in the existing 66.0404 ordinance as again, the local community may enact a fall zone that requires the tower collapse upon itself.

Effective date January 14, 2019 there was also an FCC (Federal Communications Commission) Order that created aesthetic requirements for new towers. The Office of the City Attorney felt these requirements should also be incorporated into the standards for granting a conditional use permit.

Per the new requirements, no new tower can be located within 500' of historic structures or historic districts designated by the National Register of Historic Places or listed on the State Register of Historic Places.

### **Findings:**

Prior to granting of any amendment to the Zoning Text, the Zoning Administrator shall review the standards in 17.802(5)(a) of the Zoning Ordinance:

1. How does the proposed text amendment further the purposes and intent of this Zoning Ordinance?

***Answer: The proposed text amendment allows for towers to be approved with a setback that would not interfere with single-family use and maintain the areas around historic structures.***

2. How does the proposed text amendment further the purposes of the general subchapter in which the amendment is proposed to be located?

**Answer: The proposed text amendment allows towers to be placed in all zoning districts but creates several new standards that new towers would need to comply with.**

3. Which of the following factors have arisen that are not properly addressed in the current zoning text?

- a. The provisions of this Ordinance should be made consistent with the Comprehensive Plan;
- b. A change has occurred in the land market, or other factors have arisen which require a new form of development, a new type of land use, or a new procedure to meet said change(s);
- c. New methods of development or providing infrastructure make it necessary to alter this Ordinance to meet these new factors;
- d. Changing governmental finances require amending this Ordinance in order to meet the needs of the government in terms of providing and affording public services.

**Answer: B. A change has occurred (Wis. Act 14) regarding the procedure to grant approval of said tower structures.**

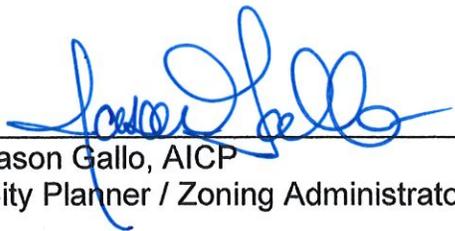
4. If the proposed text amendment is concerned with the provisions of land uses or intensity, how does the proposed amendment maintain the desired overall consistency of land use impacts with the pertinent zoning district?

**Answer: This ordinance amendment will keep towers completely on their property and no public safety in the event of failure. The ordinance also maintains the aesthetic beauty of the community by not allowing towers within 500 feet of historic structures.**

### **Recommendation:**

Plan Commission **recommend approval** of the Zoning Ordinance text amendment to recreate Section 17.108(15) Towers and Antennas of Any Height.

Submitted by: \_\_\_\_\_

  
Jason Gallo, AICP  
City Planner / Zoning Administrator



**STAFF RECOMMENDATION FORM** TYPE OF REQUEST: **ZONING ORD. AMENDMENT**

PROJECT NAME: **AMENDMENT TO CELL TOWER STANDARDS**

TAX KEY NO.: **N/A**

PROJECT ADDRESS/LOCATION: **N/A**

**RECOMMENDATION SIGNATURES**

CITY PLANNER: *[Signature]* Date: **5-26-20**  
 Comments:

CITY ENGINEER: **OK Per E-MAIL (JS)** Date: **5-26-20**  
 Comments:

DIRECTOR OF PUBLIC WORKS: *[Signature]* Date: **05-28-20**  
 Comments:

WASTEWATER: *[Signature]* Date: **5-26-2020**  
 Comments:

WATER: *[Signature]* Date: **5/28/20**  
 Comments:

ELECTRIC: *[Signature]* Date: **5-26-20**  
 Comments:

PARKS, RECREATION & FORESTRY: **C.A.** Date: **5-26-20**  
 Comments:

POLICE CHIEF: *[Signature]* Date: **5.26.20**  
 Comments:

FIRE: *[Signature]* Date: **5-27-20**  
 Comments:

DIRECTOR OF FINANCE: *[Signature]* Date: **5-27-20**  
 Comments:

ECONOMIC DEVELOPMENT DIRECTOR: *[Signature]* Date: **5-26-20**  
 Comments:



# Development Application

Department of City Planning  
 174 E. Wisconsin Avenue Oconomowoc, WI  
 www.oconomowoc-wi.gov | 262.569.2166

X	Description	Administrative Fee
	Administrative Design Review	\$ 75.00
	Major Design Review	\$ 75.00
	Conditional Use Permit	\$ 500.00
	Zoning Determination Letter	\$ 100.00
	Temporary Use Permit	\$ 75.00
	Temporary Use Permit - Renewal	No Charge
	Variance	\$ 425.00
	Special Exceptions	\$ 425.00
	Appeals of Zoning Administrator	\$ 300.00
	Zoning Map Amendment (From _____ To _____)	\$ 425.00
X	Zoning Text Amendment	\$ <del>425.00</del> N/A
	Comprehensive Plan Amendment	\$ 300.00
	Planned Development District	Step 1: Pre-application Conference
		Step 2: Concept Plan Review
		Step 3: General Development Plan Review
	Preliminary or Final Plat Review	\$ 75.00
	Certified Survey Map or Extraterritorial Plat/CSM Review	\$ 75.00
<p>*NOTE: Administrative filing fees are due at the time an application is filed with the City Clerk's Office and are not refundable. In addition to the Administrative fees, City Staff time (City Engineer, City Planner &amp; City Attorney) will be charged back to the applicant. The Applicant will receive monthly invoices of payments due.</p>		
Date: APRIL 8, 2020		
Project/Business Name: CITY OF OCONOMOWOC		
Address/Location: 174 E. WISCONSIN AVENUE		
City, State, Zip Code: OCONOMOWOC, WI 53066		
Proposed Use of Property: TEXT AMENDMENT REGARDING TOWNS		
Applicant: JASON GALLO	Property Owner: N/A	
Address: CITY HALL / PLANNING 174 E. WISCONSIN AVE	Address:	
City/State/Zip: OCONOMOWOC, WI 53066	City/State/Zip:	
Phone: 262-569-2166	Phone:	
E-mail: jgallo@oconomowoc-wi.gov	E-mail:	
Signature: <i>Jason Gallo</i>	Signature:	

This form is not valid unless signed by Owner or Agent under a written power-of-attorney (please provide). I, Owner/one of the Owner's of the property, declare that this application (including any accompanying documents) has been examined by me and to the best of my knowledge and belief is true, correct and complete. I further accept all liability, which may be a result of the City of Oconomowoc relying on this information I am providing in this application.

# State of Wisconsin



2019 Senate Bill 239

Date of enactment: July 10, 2019  
Date of publication\*: July 11, 2019

## 2019 WISCONSIN ACT 14

**AN ACT** to create 66.0404 (4e) and 66.0414 of the statutes; relating to: limiting the authority of the state and political subdivisions to regulate certain wireless facilities and authorizing political subdivisions to impose setback requirements for certain mobile service support structures.

*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:*

**SECTION 1.** 66.0404 (4e) of the statutes is created to read:

**66.0404 (4e) SETBACK REQUIREMENTS.** (a) Notwithstanding sub. (4) (r), and subject to the provisions of this subsection, a political subdivision may enact an ordinance imposing setback requirements related to the placement of a mobile service support structure that applies to new construction or the substantial modification of facilities and support structures, as described in sub. (2).

(b) A setback requirement may apply only to a mobile service support structure that is constructed on or adjacent to a parcel of land that is subject to a zoning ordinance that permits single-family residential use on that parcel. A setback requirement does not apply to an existing or new utility pole, or wireless support structure in a right-of-way that supports a small wireless facility, if the pole or facility meets the height limitations in s. 66.0414 (2) (e) 2. and 3.

(c) The setback requirement under par. (b) for a mobile service support structure on a parcel shall be measured from the lot lines of other adjacent and nonadjacent parcels for which single-family residential use is a permitted use under a zoning ordinance.

(d) A setback requirement must be based on the height of the proposed mobile service support structure, and the setback requirement may not be a distance that is greater than the height of the proposed structure.

**SECTION 2.** 66.0414 of the statutes is created to read:  
**66.0414 Small wireless facilities. (1) DEFINITIONS.**  
In this section:

(a) "Antenna" means communications equipment that transmits and receives electromagnetic radio signals and is used in the provision of wireless services.

(b) "Antenna equipment" or "wireless equipment" means equipment, switches, wiring, cabling, power sources, shelters, or cabinets associated with an antenna, located at the same fixed location as the antenna, and, when collocated on a structure, is mounted or installed at the same time as such antenna.

(c) "Antenna facility" means an antenna and associated antenna equipment, including ground-mounted antenna equipment.

(d) "Applicable codes" means the state electrical wiring code, as defined in s. 101.80 (4), the state plumbing code specified in s. 145.13, the fire prevention code under ch. SPS 314, Wis. adm. code, the Wisconsin commercial building code under chs. SPS 361 to 366, the Wisconsin uniform dwelling code under chs. SPS 320 to 325, and local amendments to those codes enacted solely

\* Section 991.11, WISCONSIN STATUTES: Effective date of acts. "Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication."

2. For structures with an overall height of more than 200 feet, increases the overall height of the structure by 10 percent or more.
  3. Measured at the level of the appurtenance added to the structure as a result of the modification, increases the width of the support structure by 20 feet or more, unless a larger area is necessary for collocation.
  4. Increases the square footage of an existing equipment compound to a total area of more than 2,500 square feet.
- (t) "Support structure" means an existing or new structure that supports or can support a mobile service facility, including a mobile service support structure, utility pole, water tower, building, or other structure.
- (u) "Utility pole" means a structure owned or operated by an alternative telecommunications utility, as defined in s. 196.01 (1d); public utility, as defined in s. 196.01 (5); telecommunications utility, as defined in s. 196.01 (10); political subdivision; or cooperative association organized under ch. 185; and that is designed specifically for and used to carry lines, cables, or wires for telecommunications service, as defined in s. 182.017 (1g) (cq); for video service, as defined in s. 66.0420 (2) (v); for electricity; or to provide light.
- (2) NEW CONSTRUCTION OR SUBSTANTIAL MODIFICATION OF FACILITIES AND SUPPORT STRUCTURES.
- (a) Subject to the provisions and limitations of this section, a political subdivision may enact a zoning ordinance under s. 59.69, 60.61, or 62.23 to regulate any of the following activities:
1. The siting and construction of a new mobile service support structure and facilities.
  2. With regard to a class 1 collocation, the substantial modification of an existing support structure and mobile service facilities.
- (b) If a political subdivision regulates an activity described under par. (a), the regulation shall prescribe the application process which a person must complete to engage in the siting, construction, or modification activities described in par. (a). The application shall be in writing and shall contain all of the following information:
1. The name and business address of, and the contact individual for, the applicant.
  2. The location of the proposed or affected support structure.
  3. The location of the proposed mobile service facility.
  4. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.
  5. If the application is to construct a new mobile service support structure, a construction plan which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.
  6. If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.
- (c) If an applicant submits to a political subdivision an application for a permit to engage in an activity described under par. (a), which contains all of the information required under par. (b), the political subdivision shall consider the application complete. If the political subdivision does not believe that the application is complete, the political subdivision shall notify the applicant in writing, within 10 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.
- (d) Within 90 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the applicant and the political subdivision may agree in writing to an extension of the 90 day period:

1. Review the application to determine whether it complies with all applicable aspects of the political subdivision's building code and, subject to the limitations in this section, zoning ordinances.
  2. Make a final decision whether to approve or disapprove the application.
  3. Notify the applicant, in writing, of its final decision.
  4. If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.
- (e) A political subdivision may disapprove an application if an applicant refuses to evaluate the feasibility of collocation within the applicant's search ring and provide the sworn statement described under par. (b) 6.
- (f) A party who is aggrieved by the final decision of a political subdivision under par. (d) 2. may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.
- (g) If an applicant provides a political subdivision with an engineering certification showing that a mobile service support structure, or an existing structure, is designed to collapse within a smaller area than the setback or fall zone area required in a zoning ordinance, that zoning ordinance does not apply to such a structure unless the political subdivision provides the applicant with substantial evidence that the engineering certification is flawed.
- (h) A political subdivision may regulate the activities described under par. (a) only as provided in this section.
- (i) If a political subdivision has in effect on July 2, 2013, an ordinance that applies to the activities described under par. (a) and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the activity.
- (3) COLLOCATION ON EXISTING SUPPORT STRUCTURES.**
- (a)
1. A class 2 collocation is a permitted use under ss. 59.69, 60.61, and 62.23.
  2. If a political subdivision has in effect on July 2, 2013, an ordinance that applies to a class 2 collocation and the ordinance is inconsistent with this section, the ordinance does not apply to, and may not be enforced against, the class 2 collocation.
  3. A political subdivision may regulate a class 2 collocation only as provided in this section.
  4. A class 2 collocation is subject to the same requirements for the issuance of a building permit to which any other type of commercial development or land use development is subject.
- (b) If an applicant submits to a political subdivision an application for a permit to engage in a class 2 collocation, the application shall contain all of the information required under sub. (2) (b) 1. to 3., in which case the political subdivision shall consider the application complete. If any of the required information is not in the application, the political subdivision shall notify the applicant in writing, within 5 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete.
- (c) Within 45 days of its receipt of a complete application, a political subdivision shall complete all of the following or the applicant may consider the application approved, except that the applicant and the political subdivision may agree in writing to an extension of the 45 day period:
1. Make a final decision whether to approve or disapprove the application.
  2. Notify the applicant, in writing, of its final decision.
  3. If the application is approved, issue the applicant the relevant permit.
  4. If the decision is to disapprove the application, include with the written notification substantial evidence which supports the decision.
- (d) A party who is aggrieved by the final decision of a political subdivision under par. (c) 1. may bring an action in the circuit court of the county in which the proposed activity, which is the subject of the application, is to be located.
- (4) LIMITATIONS.** With regard to an activity described in sub. (2) (a) or a class 2 collocation, a political subdivision may not do any of the following:



# MEMORANDUM

## PUBLIC WORKS

Date: June 16, 2020  
To: Common Council  
From: Mark Frye, Director of Public Works  
Re: Assignment of Development Responsibilities to Complete Hickorywood Farms III

## RELATES TO THE STRATEGIC PLAN

N/A

## BACKGROUND

Hickorywood Farms III is the third and final phase of the Hickorywood Farms development. This development is in the southwest portion of the City located north of Valley Road and abutting the backside of the properties that front Morgan Road. It has 55 single family lots with Outlot 10, 4.58 acres, and Outlot 8, 49.74 acres, are dedicated to the City for parkland purposes.

Hickorywood2017 was the original developer of the subdivision phase. Homepath Financial has purchased the lots and going forward will be responsible for completing the work covered by the Developer's Agreement. The work includes sidewalks, street trees, removal of silt fence and surface course of asphalt.

The City Attorney has reviewed the documents associated with this assignment. Attached is the Escrow Agreement providing the financial security to complete the work.

## ADDITIONAL ANALYSIS

N/A

## FINANCIAL IMPACT

N/A

## RECOMMENDATION

City Staff recommends approval of the assignment of the remaining Developer's Agreement responsibilities.

## SUGGESTED MOTION

Motion to approve the assignment of the remaining Developer's Agreement responsibilities for Hickorywood Farms III.

**ESCROW AGREEMENT  
GUARANTEEING CERTAIN PUBLIC IMPROVEMENTS IN  
THE HICKORYWOOD FARMS PHASE III SUBDIVISION  
TO THE CITY OF OCONOMOWOC**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between Homepath Financial, LP, a Wisconsin limited partnership, and the City of Oconomowoc.

**WITNESSETH:**

WHEREAS, Hickorywood2017, LLC entered into a Developer's Agreement with the City of Oconomowoc on August 8, 2017, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in accordance with Section X of the Developer's Agreement, Hickorywood2017, LLC posted a letter of credit in the amount of 110% of the cost for the public improvements and storm water management as a guarantee that Hickorywood2017, LLC would perform all terms of the Developer's Agreement; and

WHEREAS, Hickorywood2017, LLC letter of credit has been reduced from time to time as portions of the work required under the Developer's Agreement have been completed, paid for and accepted by the City of Oconomowoc; and

WHEREAS, the remaining balance on the letter of credit is \$140,835.81, representing the remaining work that needs to be completed under the Developer's Agreement as follows: \$41,462.55 for sidewalks, \$18,265.00 for street trees, \$65,500 for asphalt surface, \$2,805 for silt fence removal, and \$12,803.26 for a 10% contingency; and

WHEREAS, in 2018, Homepath Financial, LP purchased 54 lots in the Hickorywood Farms Phase III subdivision from Hickorywood2017, LLC, and has entered into an agreement with Hickorywood2017, LLC pursuant to which Homepath Financial, LP has assumed certain of Hickorywood2017, LLC's obligations under the Developer's Agreement. A copy of the assumption agreement between Hickorywood2017, LLC and Homepath Financial, LP is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, under the assumption agreement between Hickorywood2017, LLC and Homepath Financial, LP, Homepath Financial, LP has assumed the obligation to complete the remaining work referenced above and seeks to replace Hickorywood2017 LLC's letter of credit with Homepath Financial, LP's cash deposit as security under Section X of the Developer's Agreement.

NOW THEREFORE, the parties agree as follows:

1. Homepath Financial, LP has tendered the sum of \$140,835.81 (one hundred forty thousand eight hundred and thirty-five dollars and eighty-one cents) to provide the surety required under the Developers Agreement for the obligations assumed by Homepath Financial, LP under the Developer's Agreement and to guaranty that work during the warranty period, as required by the portions of the Developer's Agreement assumed by Homepath Financial, LP. Upon the cash deposit, Hickorywood2017, LLC's current letter of credit will be released by the City without payment to or draw by the City.
2. The City of Oconomowoc shall establish an interest-bearing account and deposit the \$140,835.81 (one hundred forty thousand eight hundred and thirty-five dollars and eighty-one cents) to be used solely for the purpose of providing the surety pursuant to the terms of the Developers Agreement.
3. The escrow account shall be titled in the name of the City of Oconomowoc.
4. All interest earned or accrued on the escrowed funds shall become part of the escrow and shall be disbursed in the same manner as the escrowed funds.
5. Homepath Financial, LP shall complete the remaining public improvements in Hickorywood Farms Phase III, as set forth above, in accord with the conditions of the Developers Agreement, as assumed by Homepath Financial, LP pursuant to its assumption agreement with Hickorywood2017, LLC.
6. The escrow account shall remain open and maintained at its full original amount until the City of Oconomowoc has approved the completion of all public improvements assumed by Homepath Financial, LP in Hickorywood Farms Phase III.
7. The amount of the cash deposit may be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed and paid for, provided that the remaining cash balance is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the City Engineer.
8. Upon completion and acceptance of the public improvements assumed by Homepath Financial, LP pursuant to its assumption agreement with Hickorywood2017, LLC, the escrow account shall be reduced in accordance with Section X of the Developers Agreement.
9. All other terms and conditions of the Developers Agreement which Homepath Financial, LP assumed pursuant to its assumption agreement with Hickorywood2017, LLC, remain in full force and effect. This Agreement does not affect any of

Hickorywod2017, LLC’s obligations with respect to those portions of the Developer’s Agreement not assumed by Homepath Financial, LP.

10. Addresses to which written notices shall be sent:

City of Oconomowoc  
Director of Public Works  
174 E. Wisconsin Ave.  
Oconomowoc, WI 53066

Homepath Financial, LP  
Attn. Jeff Kleiner  
19435 W. Capitol Dr., Suite 102  
Brookfield, WI 53045

**City of Oconomowoc**

**Homepath Financial, LP, a Wisconsin  
Limited Partnership**

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Robert P. Magnus, Mayor

\_\_\_\_\_  
Jeff Kleiner, general partner

Attest: \_\_\_\_\_  
Diane Coenen, Clerk



# MEMORANDUM

## MAYOR

Date: June 10, 2020  
To: Common Council  
From: Robert P. Magnus  
Re: Bureau of Economic Development & Tourism Commission Members

## RELATES TO THE STRATEGIC PLAN

Strategic Goal – N/A

## BACKGROUND

The City created the Bureau of Economic Development Commission ordinance in 1993 and amended it in 2016 to include Tourism as part of the Commission due to Wisconsin State Legislature Act 55 which required the City to modify its ordinance in order to continue to use room taxes for tourism promotional purposes. This amendment adds one citizen member to the Commission. The roll of the citizen member will be as a customer advocate providing input in the area of what visitors are looking for in the community they visit.

## ADDITIONAL ANALYSIS

This citizen member will be a Mayoral appointment with Council confirmation.

## FINANCIAL IMPACT

N/A

## RECOMMENDATION

To adopt the amendment to Section 1.44 and also consider, without objection, waiving the second reading.

## SUGGESTED MOTION

Move to give the ordinance its first reading.

**ORDINANCE No. 20-0981**

**AN ORDINANCE TO AMEND §1.44(1)(a) OF THE MUNICIPAL CODE OF THE CITY OF OCONOMOWOC RELATING TO THE BUREAU OF ECONOMIC DEVELOPMENT & TOURISM COMMISSION MEMBERS**

\_\_\_\_\_

The Common Council, City of Oconomowoc, Waukesha County, Wisconsin, do ordain as follows:

Section 1. **1.44** – Bureau of Economic Development & Tourism Commission of the Municipal Code is amended to read:

(1) HOW CONSTITUTED.

(a) The Bureau of Economic Development & Tourism Commission shall consist of ~~five (5)~~ **six (6)** members: the Mayor or an Alderman, the Executive Director or a member of the Chamber of Commerce Board of Directors, a representative from the City’s hotel and motel industry **pursuant to the provisions of Wis Stats §66.0615(1m)(c)1.**, a representative from the City’s retail industry, **and** a representative from the City’s food and beverage industry **and a citizen representative**. The member of the Chamber of Commerce shall be a resident of or have business interests within the City.

**SECTION 2. EFFECTIVE DATE.** This ordinance shall become effective upon passage and publication as required by law.

DATED: \_\_\_\_\_

CITY OF OCONOMOWOC

By: \_\_\_\_\_  
Robert P. Magnus, Mayor

ATTEST:

\_\_\_\_\_  
Diane Coenen, Clerk

Date Adopted: \_\_\_\_\_

Date Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_



# MEMORANDUM

## MAYOR

Date: June 12, 2020  
To: Common Council  
From: Mayor Magnus  
Re: Citizen Appointments to Committees/Commissions/Boards

## RELATES TO THE STRATEGIC PLAN

Strategic Goal-N/A

## BACKGROUND

### **I reappoint and appoint the following Individuals and request Council's Confirmation:**

Bureau of Economic Development and  
Tourism Commission: John Gresley and Kendel Beardsley – April  
2023

## ADDITIONAL ANALYSIS

N/A

## FINANCIAL IMPACT

N/A

## RECOMMENDATION

N/A

## SUGGESTED MOTION

Motion to confirm the citizen appointments as presented.

**CITY OF OCONOMOWOC**  
**INFORMATION PROFILE FOR PUBLIC SERVICE APPOINTMENT CONSIDERATION**

NAME: Kendel Beardsley HOME PHONE: [REDACTED]  
 ADDRESS: 1844 Springhouse Drive BUSINESS PHONE: [REDACTED]  
 CITY / STATE / ZIP: Oconomowoc, WI 53066 DATE: 5/27/2020  
 E-MAIL ADDRESS: [REDACTED]  
 RESIDENCY: Years in City: 27 Years in Waukesha County: 27

Please mark your **TOP THREE CHOICES. RANK BY PREFERENCE 1...2...3**

- |   |  |
|---|--|
| <p><u>        </u> Architectural Commission<br/>         (Meets 2nd Wednesday of the Month @ 5:00 PM)</p> <p><u>        </u> Board of Review<br/>         (Meets annually - May/June - Times vary)</p> <p><u>  1  </u> Bureau of Economic Development<br/>         &amp; Tourism Commission</p> <p><u>  2  </u> Community Development Authority<br/>         (Meets as needed - Day/Times Vary)</p> <p><u>        </u> Library Board<br/>         (Meets 2nd Thursday of the Month @ 7:00 PM)</p> | <p><u>        </u> Parks &amp; Recreation Board<br/>         (Meets 2nd Monday of the Month @ 6:30 PM)</p> <p><u>        </u> Plan Commission<br/>         (Meets 2nd Wednesday of the Month @ 6:30 PM)</p> <p><u>        </u> Police &amp; Fire Commission<br/>         (Meets as needed - Day/Time can vary)</p> <p><u>        </u> Zoning Board of Appeals<br/>         (Meets as needed - Day/Time can vary)</p> |
|---|--|

If you have any questions or would like more information on a particular committee and the responsibilities of volunteer service, please feel free to stop in City Hall or call the City Clerk at (262) 569-2175.

Please indicate your reason for applying for this position, **any education or experience that would be relevant to the specific committee(s) you have requested** and any other pertinent information that you feel would be helpful in selecting you for a position or submit a resume.

I was born and raised in Oconomowoc, and I couldn't imagine growing up anywhere else. This city's parks, lakes, and schools shaped my childhood. Oconomowoc is where I met my best friends and husband, and I am ecstatic to raise my family in this beautiful community.

Four years ago, my husband and I moved to California as my career advanced with Target. While we loved our time exploring, we quickly realized there is no place like our hometown. Last year, we jumped at the opportunity to settle in a home in the Pabst Farms neighborhood.

I am excited to bring my perspectives to the Bureau of Economic Development & Tourism Commission or the Community Development Authority. My time spent in different communities such as Whitewater, Wauwatosa, and Rancho Cucamonga has given me a diverse sense of community. My role as an HR Manager with Target will help bring a workforce perspective to the commission as I work with numerous team members each day. Thank you for considering me for this opportunity!

**Return to:** Office of the City Clerk  
 174 E. Wisconsin Avenue, Oconomowoc, WI 53066  
 or Email: [dcoenen@oconomowoc-wi.gov](mailto:dcoenen@oconomowoc-wi.gov)