

City of Oconomowoc Common Council

**Tuesday, September 15, 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 - Household Living

The purpose of the hearing is to hear public comment on the Zoning Ordinance Text Amendment application filed by the City of Oconomowoc to amend Section 17.903(1)(a) of the Municipal Ordinance pertaining to the definition of "Household Living." The specific request is to amend the definition by removing "Tenancy is arranged on a month-to-month or longer basis, with a minimum of 30-days." A change in State Law requires that municipalities allow short-term rentals for less than 30-days. This amendment would remove a conflict in the City Zoning Code with the State Statutes.

5. Approval of Meeting Minutes

a. Minutes of August 18, 2020

6. Comments/Suggestions from Citizens

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. Resolution 20-R2889 to Change Polling Locations for Aldermanic Districts #1 & #3

c. Electric Utility Easement Agreement Between the City and McGee Hicks (413 W 2nd St)

d. Resolution Authorizing the Community Development Authority to Establish Boundaries, Develop Redevelopment Plan and Designate the Olympia Fields Area Blighted and In Need of Redevelopment

e. Sanitary Sewer & Water Utility Easement Agreement Between City of Oconomowoc and Belforte, Inc (Vespara II St. Andrews Dr)

f. Water Utility Easement Agreement Between City of Oconomowoc and Wisconsin Electric Power Company (Oconomowoc Pkwy & St. Andrews Dr)

g. Extraterritorial Certified Survey Map to Create Two Buildable Lots Adjacent to W340 N7661 Townline Road, Town of Oconomowoc

- h. Extraterritorial Certified Survey Map to Create Two Residential Lots Adjacent to W340 N7661 Townline Road, Town of Oconomowoc
- i. Treasurer's Report and Financials - August 2020

8. Committee Reports

- a. Finance - Rosek, Chr; Ellis, Secy; Spiegelberg
 - 1. Consider/act on Resolution 20-R2891 Approving a Two-Year Contract Extension with Baker Tilly, LLP for Audit Services
 - 2. Consider/act on Amending Ordinance 86-O170 of the City of Oconomowoc Municipal Code Regarding Room Tax - **1st Reading**
- b. Public Services - Ellis, Chr; Rosek, Secy; Mulder
 - 1. Consider/act on Resolution 20-R2890 Awarding Collins Parking Lot Construction Management Services

9. Plan Commission

- a. Consider/act on Zoning Ordinance Text Amendment to Repeal & Recreate Section 17.903(1)(a) Relating to the Definition of Household Living - **1st Reading**
- b. Consider/act on the Certified Survey Map for the Hackney House Apartments Located on the North Side of Valley Road, West of Summit School

10. New Business

- a. Consider/act on the 2021-2023 Union Contract between the City of Oconomowoc and the Wisconsin Professional Police Association (WPPA)
- b. Consider/act on Lease Agreement Between the City of Oconomowoc and Lake Country Municipal Court (630 E. Wisconsin Avenue)
- c. Consider/act on City Administrator Agreement on Separation Procedures/Payments and Confirm Appointment of New City Administrator

11. Staff Reports

12. Reports and Comments from the Aldermen

13. Reports and Comments from the Mayor

14. Adjourn

City of Oconomowoc Common Council Meeting Minutes August 18, 2020 - 7:30 PM



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

Absent: Lou Kowieski

Also Present: Robert Magnus, Ron Buerger, Diane Coenen, Robert Duffy, Mark Frye, Ivan Lam, Erin Vande Zande

Mayor Magnus called the Common Council Meeting to order at 7:30 PM.

Call to Order and Confirmation of Appropriate Meeting Notice

Pledge of Allegiance

Roll Call

Approval of Meeting Minutes

a. Minutes of July 21, 2020

Motion to approve the Council minutes of July 21, 2020 as presented made by Zapfel and seconded by Ellis.
Motion carried 8-0-0.

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 Mulder and seconded by Zapfel.
Motion carried 8-0-0.

a. Licenses

b. Treasurer's Report – July 2020

Reports and Comments from the Aldermen

Rogers commented that officers should be the ones to decide if they should wear a mask as sometimes it may defuse a situation if a person sees their face. Spiegelberg encourages people to support local businesses by shopping and dining local. Buerger stated other law enforcement departments do not require officers to wear masks and our current policy is every employee is to wear a mask. Ellis agrees with Rogers comments.

Reports and Comments from the Mayor

a. Presentation and Proclamation: Festival of the Arts

Holly Schick, President of the Oconomowoc Festival of the Arts gave a PowerPoint presentation and stated they are celebrating their 50th year of existence. Magnus read the Proclamation into the record and presented a Key to the City to the Festival of the Arts.

Adjourn

Motion to adjourn made by Rosek and seconded by Ellis.

Motion carried 8-0-0.

The meeting adjourned at 7:57 PM.

Diane Coenen, City Clerk
City of Oconomowoc

LICENSE APPROVALS

Honorable Mayor and Common Council:

September 15, 2020

The following license applications have been received by the City Clerk, accompanied by the proper fee and approved by the Oconomowoc Police Department:

Bartender (Operator) License Requests: (September 16, 2020 through June 30, 2021)

AJ's

Nicole C. Maggiori

Bootleggerz

Patrice M. Thiede

North 48 Lake Country

Nathan A. Franke

Ariana S. Wiedenhoeft

Sobie's

Michael T. West

--

Special Class "B" Picnic License Requests:

Rock River HOG Chapter

Saturday, September 26, 2020

(Bikes, Brews & BBQ at Harley Davidson)

German Christmas Market of Oconomowoc

Friday - Saturday, October 2 - 4, 2020

(Oktoberfest - Village Green)

Rock River HOG Chapter

Saturday, October 10, 2020

(Oktoberfest at Harley Davidson)

RESOLUTION NO. 20-R2889

**RESOLUTION TO CHANGE POLLING LOCATIONS
FOR ALDERMANIC DISTRICTS #1 & #3**

WHEREAS, the Aldermanic District #1 and Aldermanic District #3 polling locations will change locations starting with the November 3rd General Election in 2020; and

WHEREAS, to date the polling place for electors of Aldermanic District #1 has been Greenland Elementary School located at 440 Coolidge Street and Aldermanic District #3 has been Oconomowoc Arts Center located at 641 E. Forest Street; and

WHEREAS, Greenland Elementary School and the Oconomowoc Arts Center were permanent polling locations until the City Clerk was notified by the Oconomowoc Area School District that they were no longer able to facilitate voting at school property due to the health risks to students and staff; and

WHEREAS, it is therefore necessary to change the polling places for Aldermanic District #1 from Greenland Elementary School to the new Public Safety Facility located at 630 E. Wisconsin Avenue and for Aldermanic District #3 from Oconomowoc Arts Center to the Western Lakes Fire District Station #1 (Pabst Farms) located at 1400 Oconomowoc Pkwy, Oconomowoc, Wisconsin.

NOW THEREFORE, BE IT HEREBY RESOLVED the polling places for Aldermanic District #1 and Aldermanic District #3, starting in November 2020 will be changed from Greenland Elementary School to the new Public Safety Facility located at 630 E. Wisconsin Avenue and the Western Lakes Fire District Station #1 (Pabst Farms) located at 1400 Oconomowoc Pkwy, Oconomowoc, Wisconsin.

BE IT FURTHER RESOLVED that this resolution remain effective until modified by a subsequent resolution of the Common Council.

BE IT FURTHER RESOLVED that the City Clerk post this resolution in appropriate public places within Aldermanic District #1 and Aldermanic District #3 giving notification to the electors of Districts #1 & #3 by the most effective means possible.

DATED: September 15, 2020

CITY OF OCONOMOWOC

By: _____
Robert P. Magnus, Mayor

ATTEST:

Diane Coenen, Clerk



MEMORANDUM

DEPARTMENT - ELECTRIC UTILITY

Date: August 27, 2020
To: Common Council
From: Lucas Caine, P.E., City of Oconomowoc
Re: City of Oconomowoc Electric Utility Easement Agreement, McGee Hicks (413 W. Second St.)
Tax Key OCOC0560977

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 service project 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 Sean M. McGee Hicks and Nikki S. McGee Hicks (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 TAX KEY #
OCOC 0560977
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: 8-14-20

OWNER NAME
By: 

Print Name: Sean M. McGee Hicks

DATED: 8-14-20

OWNER NAME
By: 

Print Name: Nikki S. McGee Hicks

DATED: _____

CITY OF OCONOMOWOC

By: _____

Robert P. Magnus, Mayor

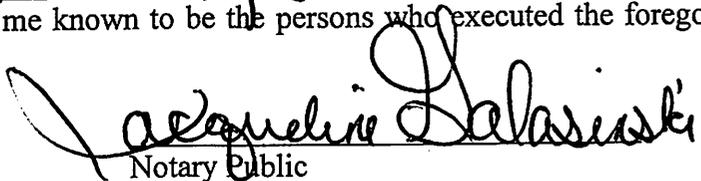
ATTEST:

Diane Coenen, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
SS
COUNTY OF WAUKESHA)

Personally came before me this 14 day of August, 2020, the above-named Sean M. McGee Hicks and Nikki S. McGee Hicks, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


Notary Public
Waukesha County, Wisconsin
My Commission expires: 11-15-2022



ACKNOWLEDGMENT

STATE OF WISCONSIN)
SS
COUNTY OF WAUKESHA)

Personally came before me this ___ day of _____, 2020, the above-named Robert P. 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"

PT SW1/4 SE1/4 SEC 32 T8NR17E; COM AT NW COR FOREST LANDS;S ALG W LI OF FOREST LANDS 132FT; E & PARALLEL WITH N LI OF FORREST LANDS 55.4 FT TO W LI OF GRANSEE LANDS; N & PARALLEL WITH W LI OF FORREST LANDS 132 FT TO N LI OF FORREST LANDS; W ALG N LI OF FORREST LNADS 55.4 FT TO BGN;; DOC #4354396, Town of Oconomowoc, Waukesha County, Wisconsin

Property Owners Name:

Sean M. McGee Hicks

Nikki S. McGee Hicks

Property Address:

413 W 2nd St.

OCONOMOWOC, WI 53066-3590

Tax Key #: OCOC 0560977

EXHIBIT "B"

PERMANENT UTILITY EASEMENT

LOCATED IN 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 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 the 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 741.60 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 1096.07 feet to the South Right-of-Way (ROW) Line of West Second Street; thence South 88 degrees 56 minutes 07 seconds East along said South ROW Line, a distance of 112.00 feet to the Northwest Corner of the Parcel described in a deed recorded as Document No. 4354396 at the Waukesha County Register of Deeds Office and the Point of Beginning; thence continuing South 88 degrees 56 minutes 07 seconds East along said South ROW Line, a distance of 6.00 feet; thence South 01 degrees 10 minutes 39 seconds West parallel with the West Property Line of said Parcel, a distance of 6.00 feet; thence North 88 degrees 56 minutes 07 seconds West parallel to the said South ROW Line, a distance of 6.00 feet to the said West Property Line; thence North 01 degrees 10 minutes 39 seconds East along the said West Property Line, a distance of 6.00 feet to the Point of Beginning.



8-4-2020

EXHIBIT "B-1"

PERMANENT UTILITY EASEMENT

LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32,
TOWNSHIP 8 NORTH, RANGE 17 EAST, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

CENTER 1/4 CORNER
S32 T08N R17E
FOUND 5/8" IRON BAR IN
CONCRETE MON

W. SECOND STREET (66' ROW)

(S00° 16' 57"E 2623.52')
N00° 32' 04"E 2623.45'
1881.85'

Line Table		
Line #	Bearing	Distance
L1	S88° 56' 07"E	6.00'
L2	S1° 10' 39"W	6.00'
L3	N88° 56' 07"W	6.00'
L4	N1° 10' 39"E	6.00'



Bearings are referenced to the WISCRS, Waukesha County System NAD 83 (2011) and referenced to the West Line of the Southeast Quarter S32, T08N, R17E measured as N00° 32' 04"E

WEST LINE OF THE SE1/4
741.60'

N90° 00' 00"E 1096.07' (N89° 53' 14"E 112.00')
S88° 56' 07"E 112.00' POB L1
L2
L3
L4
ROW S88° 56' 07"E 116.19'
110.19'

6' X 6' UTILITY EASEMENT

DOC# 989872
PARCEL 1
CSM# 2885

DOC# 4354396

SOUTH 1/4 CORNER
S32 T08N R17E
FOUND BRASS CAP IN
CONCRETE

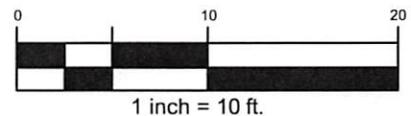
(SOUTH 262.70')
S01° 10' 39"W 262.70'
256.70'

TAX ID# OCOC0560977
OWNER/GRAVITOR
SEAN AND NIKKI MCGEE HICKS

LEGEND

- ⊕ GOVERNMENT CORNER
- FD 1" O.D. IRON PIPE
- △ SET 3/8" X 12" SPIKE
- COMPUTED POINT
- () "RECORDED AS" DATA
- POB POINT OF BEGINNING

GRAPHIC SCALE



PROPERTY LINE



JULY 28, 2020

SHEET 1 OF 2

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



MEMORANDUM

DEPARTMENT

Date: September 8, 2020
To: Mayor Robert Magnus
City Council
From: Bob Duffy, Economic Development
Re: Resolution Authorizing CDA to Pursue Olympia Fields Redevelopment Area

RELATES TO THE STRATEGIC PLAN

- Strategic Goal- III Focus on Economic Development
 - A. Research and Plan for Development
 - 11. Promote Development of the Olympia Resort Area

BACKGROUND

Pursuant to Sec. 66.1335 of the Wisconsin Statutes (Community Development Authorities), the City created a housing & community authority, known as the "Community Development Authority of the City of Oconomowoc. The Community Development (the "CDA") is deemed to be a public body & a body corporate and politic, exercising necessary public powers, and having all the powers, duties and functions conferred on housing authorities, redevelopment authorities and housing and community development authorities by applicable law. In addition, when authorized and empowered, the CDA is the body to identify, and plan for blighted areas in need of blight elimination and carry out urban renewal projects as described in ss. 66.1333(6)(b).

As the City has evaluated the orderly development of the Olympia Fields area, it had been determined that there may be lands necessary to implement utility and roadway infrastructure. The City has forwarded the appraisal and necessary information related to the 11.8 acre Park Studios LLC property. The timeframe for the property owners to respond to the City's correspondence related to the potential acquisition of the property will soon be at its deadline.

In order for the City to pursue the next steps, it is necessary to establish boundaries, develop a redevelopment plan, and establish the area as blighted. In accordance with our City ordinances, the adopted resolution will authorize the CDA and staff to compile documents, and take the necessary steps and processes in conformance with the Wisconsin State Statutes.

FINANCIAL IMPACT

The majority of the documents necessary will be prepared by City Staff, so minimal costs will be incurred. There will be the need to establish the legal description boundary and map which is estimated to cost no more than \$2,500. Any costs related to this initiative will be reimbursable when a Tax Incremental Financing (TIF) district is established.

RECOMMENDATION

It is the Economic Development Director and City Attorney's recommendation to proceed to authorize the CDA to prepare the information to determine the Olympia Fields area is blighted and in need for redevelopment.

SUGGESTED MOTION

Motion to approve the Resolution Authorizing the Community Development Authority to Establish Boundaries, Develop a Redevelopment Plan, and Designate the Olympia Fields Area Blighted and In Need of Redevelopment.

RESOLUTION NO 20-R

RESOLUTION AUTHORIZING COMMUNITY DEVELOPMENT AUTHORITY TO ESTABLISH BOUNDARIES, DEVELOP REDEVELOPMENT PLAN AND DESIGNATE THE OLYMPIA FIELDS AREA BLIGHTED AND IN NEED OF REDEVELOPMENT

WHEREAS the City has adopted a Comprehensive Plan to encourage development and housing opportunities to encourage investment; and

WHEREAS lands within the E. Wisconsin Avenue corridor are in need of reinvestment; and

WHEREAS the City Common Council adopted a 2050 Comprehensive Land Use Plan and Strategic Plan to provide guidance to ensure attractive, vibrant and sustainable growth areas; and

WHEREAS the Olympia Fields area represents the southern gateway to Oconomowoc and should be encouraged for investment and development to the highest and best land use for the location; and

WHEREAS it would be appropriate that the Community Development Authority along with the guidance of the Economic Development Director and interested property owners to initiate the process for development within this area by pursuing a blight designation and development of a redevelopment plan.

NOW THEREFORE BE IT HEREBY RESOLVED the Olympia Fields area be referred to the Community Development Authority and City Staff for initiating the necessary process and execution to ensure Wisconsin State Statutes are followed to prepare the necessary documents, acquire lands and implement necessary improvements infrastructure to support future redevelopment of the area.

Dated: September 15, 2020

CITY OF OCONOMOWOC

By: _____
Robert P. Magnus, Mayor

ATTEST:

Diane Coenen, City Clerk



MEMORANDUM

WATER AND WASTEWATER UTILITY

Date: September 10, 2020

To: Common Council

From: Lucas Caine, P.E., City of Oconomowoc

Re: City of Oconomowoc Sanitary Sewer & Water Main Utility Easement Agreement with Belforte Inc, (Vespara II)

Tax Key OCOC 0612997008

RELATES TO THE STRATEGIC PLAN

n/a

BACKGROUND

This sanitary sewer and water easement is needed to encompass previously installed public water main and sanitary sewer for the Vespara II Condominium along St. Andrews Drive.

ADDITIONAL ANALYSIS

n/a

FINANCIAL IMPACT

n/a

RECOMMENDATION

Staff recommends approval of the Sanitary Sewer and Water Main Easement

SUGGESTED MOTION

Move to approve the consent agenda.

Document Number

**SANITARY SEWER &
WATER UTILITY
EASEMENT
AGREEMENT**

This Sanitary Sewer and Water Utility Easement Agreement is entered into by Belforte, Inc., a Wisconsin corporation (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 "1" attached hereto.

B. The City has requested that the Owner grant a permanent easements (the "Easements") over, under and across portions of Owner's property, which Easements are described on the attached legal description (Exhibit-A) and shown on the attached sketch (Exhibit A-1) and described on the attached legal description (Exhibit-B) and shown on the attached sketch (Exhibit B-1), all of which are incorporated herein by reference (the "Utility Easement Areas").

Recording Area

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

Parcel Identification Number (PIN)

Tax Key: OCOC 0612 997 008

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 and Sanitary Sewer 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, 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.

This Agreement is effective as of _____

Belforte, Inc.

By: _____
Craig Caliendo, President

DATED: _____

CITY OF OCONOMOWOC

By: _____

_____, Mayor

ATTEST:

Diane Coenen, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 ss
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2020, the above-named Craig Caliendo, to me known to be the President of Belforte, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Waukesha County, Wisconsin
My Commission expires: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 ss
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 2020, the above-named _____ 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 "1"

Lots One (1) and Two (2) of Certified Survey Map No. 7326, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on April 1, 1994, in Volume 62 of Certified Survey Maps on Pages 109 to 114, as Document No. 1951758, that part of the Northeast One-quarter (1/4) of the Southwest One-quarter (1/4) and the Northwest One-quarter (1/4) and the Southwest One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Nine (9), Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, Waukesha County, Wisconsin. Except those parts that are part of the Condominium Declaration o Vespera at Porticello, as amended.

Property Owner: Belforte, Inc.

Property Address: St. Andrews Drive, Oconomowoc, WI

Tax Key: OCOC 0612 997 008

Exhibit A Utility Easement Legal Description

Over and across a part of Lot 1 of C.S.M. No. 7326, located in the NW 1/4 of the SE 1/4 of Section 9, T7N, R17E, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

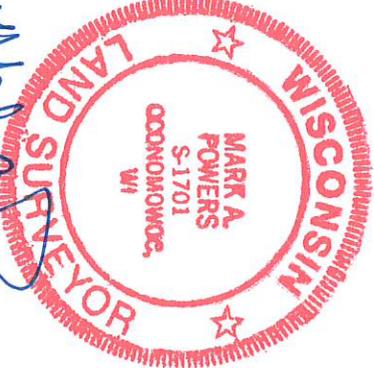
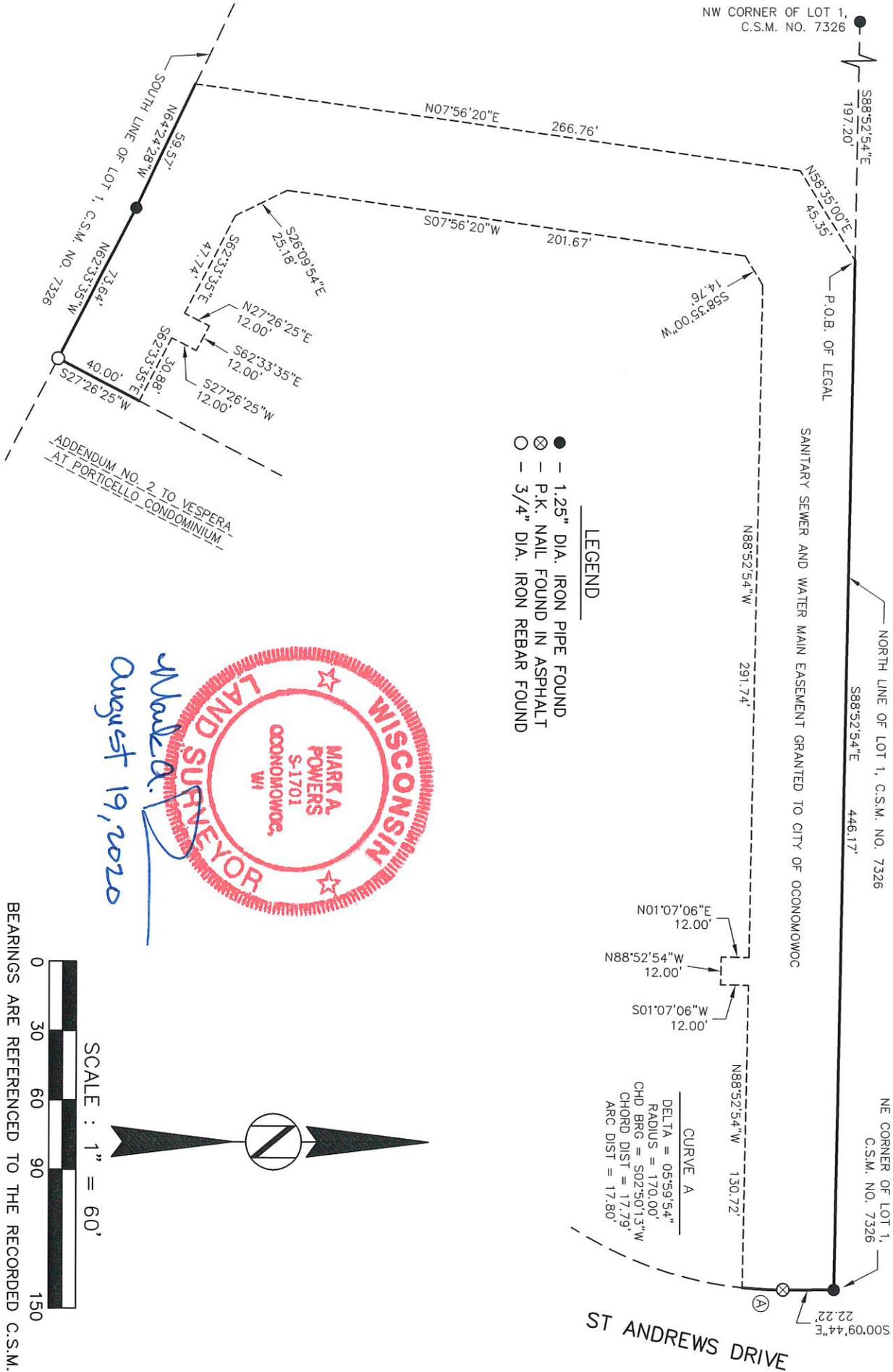
Commencing at the NW corner of said Lot 1; thence S88°52'54"E, along the North line of said Lot 1, 197.20 feet to the point of beginning of the hereinafter described utility easement; thence continuing along said North line, S88°52'54"E, 446.17 feet to the NE corner of said Lot 1; thence S00°09'44"E, along the westerly right-of-way line of St. Andrews Drive, 22.22 feet to a point of curvature; thence along said westerly line, 17.80 feet along the arc of a curve to the right, with a radius of 170.00 feet, whose chord bears S02°50'13"W, 17.79 feet to a point; thence N88°52'54"W, 130.72 feet to a point; thence S01°07'06"W, 12.00 feet to a point; thence N88°52'54"W, 12.00 feet to a point; thence N01°07'06"E, 12.00 feet to a point; thence N88°52'54"W, 291.74 feet to a point; thence S58°35'00"W, 14.76 feet to a point; thence S07°56'20"W, 201.67 feet to a point; thence S26°09'54"E, 25.18 feet to a point; thence S62°33'35"E, 47.74 feet to a point; thence N27°26'25"E, 12.00 feet to a point; thence S62°33'35"E, 12.00 feet to a point; thence S27°26'25"W, 12.00 feet to a point; thence S62°33'35"E, 30.88 feet to a point on the westerly line of Addendum No. 2 to Vespera at Porticello Condominium; thence S27°26'25"W, along said westerly line, 40.00 feet to the southerly line of Lot 1 of C.S.M. No. 7326; thence N62°33'35"W, along southerly line, 73.64 feet to a point; thence continuing along said southerly line, N64°24'28"W, 59.57 feet to a point; thence N07°56'20"E, 266.76 feet to a point; thence N58°35'00"E, 45.35 feet to the place of beginning.



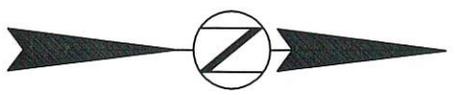
Mark A. Powers
August 19, 2020

EXHIBIT A - 1

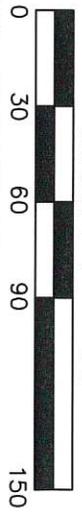
SANITARY SEWER AND WATER MAIN EASEMENT FOR VESPERA II CONDOMINIUM, BEING A PART OF LOT 1, C.S.M. NO. 7326, LOCATED IN THE NW 1/4 OF THE SE 1/4 OF SECTION 9, T7N, R17E, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WI.



Mark A. Powers
August 19, 2020



SCALE : 1" = 60'



BEARINGS ARE REFERENCED TO THE RECORDED C.S.M.

Exhibit B Utility Easement Legal Descriptions

Over and across parts of Lot 2 of C.S.M. No. 7326, located in the NW 1/4 and SW 1/4 of the SE 1/4 of Section 9, T7N, R17E, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

EASEMENT A

Commencing at the northernmost corner of said Lot 2; thence S00°09'44"E, along the East line of said Lot 2, 343.67 feet to a point; thence S89°50'16"W, 164.54 feet to the point of beginning of the hereinafter described easement; thence S03°23'18"W, 5.15 feet to a point on the north line of Vespera at Porticello Condominium; thence N86°36'42"W, along said north line, 5.00 feet to a point; thence N03°23'18"E, 5.15 feet to a point; thence S86°36'42"E, 5.00 feet to the place of beginning.

EASEMENT B

Commencing at the northernmost corner of said Lot 2; thence S00°09'44"E, along the East line of said Lot 2, 363.02 feet to a point; thence S89°50'16"W, 100.82 feet to the point of beginning of the hereinafter described easement; thence S41°07'48"W, 13.97 feet to a point on the northerly line of Vespera at Porticello Condominium; thence N48°52'12"W, along said northerly line, 12.41 feet to a point; thence N41°07'48"E, 13.97 feet to a point; thence S48°52'12"E, 12.41 feet to the place of beginning.

EASEMENT C

Commencing at the northernmost corner of said Lot 2; thence S00°09'44"E, along the East line of said Lot 2, 404.65 feet to a point; thence S50°05'39"W, 121.41 feet to the SE corner of Vespera at Porticello Condominium and the point of beginning of the hereinafter described easement; thence S00°17'00"E, 130.72 feet to a point; thence S25°00'00"W, 115.00 feet to a point; thence S85°00'00"W, 70.40 feet to a point; thence N67°40'10"W, 95.76 feet to a point on the easterly right-of-way line of St. Andrews Drive; thence N22°19'50"E, along said easterly line, 20.00 feet to a point; thence S67°40'10"E, 90.90 feet to a point; thence N85°00'00"E, 30.90 feet to a point; thence N25°00'00"E, 106.03 feet to a point; thence N00°17'00"W, 121.75 feet to a point on the south line of Vespera at Porticello Condominium; thence N89°43'00"E, along said south line, 40.00 feet to the place of beginning.



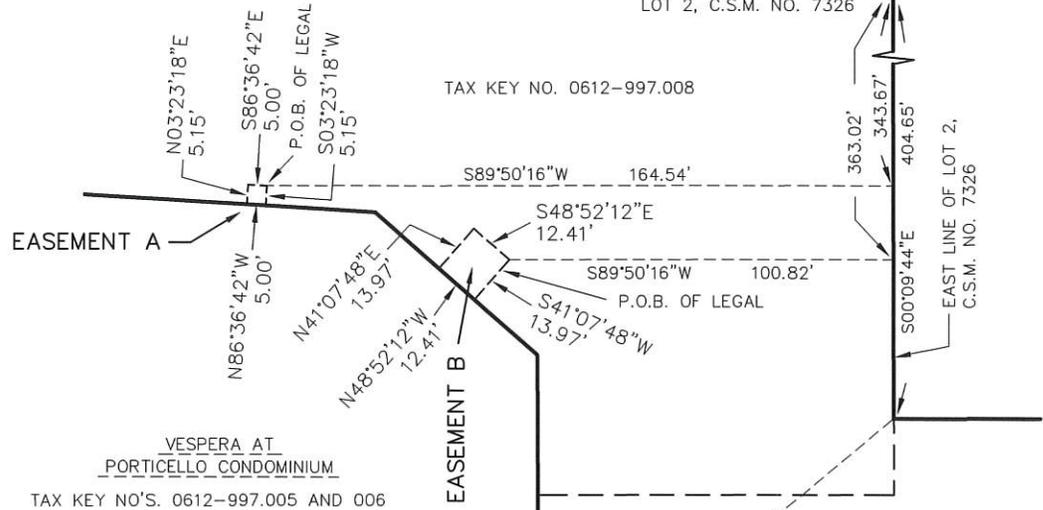
Mark A. Powers
August 19, 2020

EXHIBIT B - 1

SANITARY SEWER AND WATER MAIN EASEMENTS FOR VESPERA II CONDOMINIUM, BEING A PART OF LOT 2 OF C.S.M. NO. 7326, LOCATED IN THE NW 1/4 AND SW 1/4 OF THE SE 1/4 OF SECTION 9, T7N, R17E, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WI.

NORTHERNMOST CORNER OF LOT 2, C.S.M. NO. 7326

TAX KEY NO. 0612-997.008



VESPERA AT PORTICELLO CONDOMINIUM
TAX KEY NO'S. 0612-997.005 AND 006

EASEMENT B

S50°05'39\"/>

N89°43'00\"/>

TAX KEY NO'S. 0612-997.014 THRU 021

EASEMENT C



SCALE : 1" = 50'



BEARINGS ARE REFERENCED TO THE RECORDED C.S.M.

TAX KEY NO'S. 0612-997.014 THRU 021

ST ANDREWS DRIVE

N22°19'50\"/>

N67°40'10\"/>

95.76'

S85°00'00\"/>

30.90'

N85°00'00\"/>

106.03'

N00°17'00\"/>

121.75'

N89°43'00\"/>

S50°05'39\"/>

N48°52'12\"/>

N41°07'48\"/>

S03°23'18\"/>

S86°36'42\"/>

N03°23'18\"/>

S89°50'16\"/>

S48°52'12\"/>

S89°50'16\"/>

S41°07'48\"/>



Mark A. Powers
August 19, 2020



MEMORANDUM

WATER AND WASTEWATER UTILITY

Date: September 10, 2020

To: Common Council

From: Lucas Caine, P.E., City of Oconomowoc

Re: City of Oconomowoc Water Utility Easement Agreement with Wisconsin Electric Power Company (Vespara II)

Tax Key TBD – This easement falls within the power right of way and is not currently assigned a tax key, we are awaiting assignment from Waukesha County

RELATES TO THE STRATEGIC PLAN

n/a

BACKGROUND

This water main easement agreement is to install a new water main to provide redundancy to the Vespara II Condominium Plat along St Andrews Drive.

ADDITIONAL ANALYSIS

n/a

FINANCIAL IMPACT

n/a

RECOMMENDATION

Staff recommends approval of the Water Main Easement

SUGGESTED MOTION

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 Northwest ¼ of the Southeast ¼ of Section 9, 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 "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

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

OCOC 0612962
(Parcel Identification Number)

the terms and conditions of this easement.

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 Mayor and attested to by its City Clerk 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 9-2020

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

Exhibit B Utility Easement Legal Description

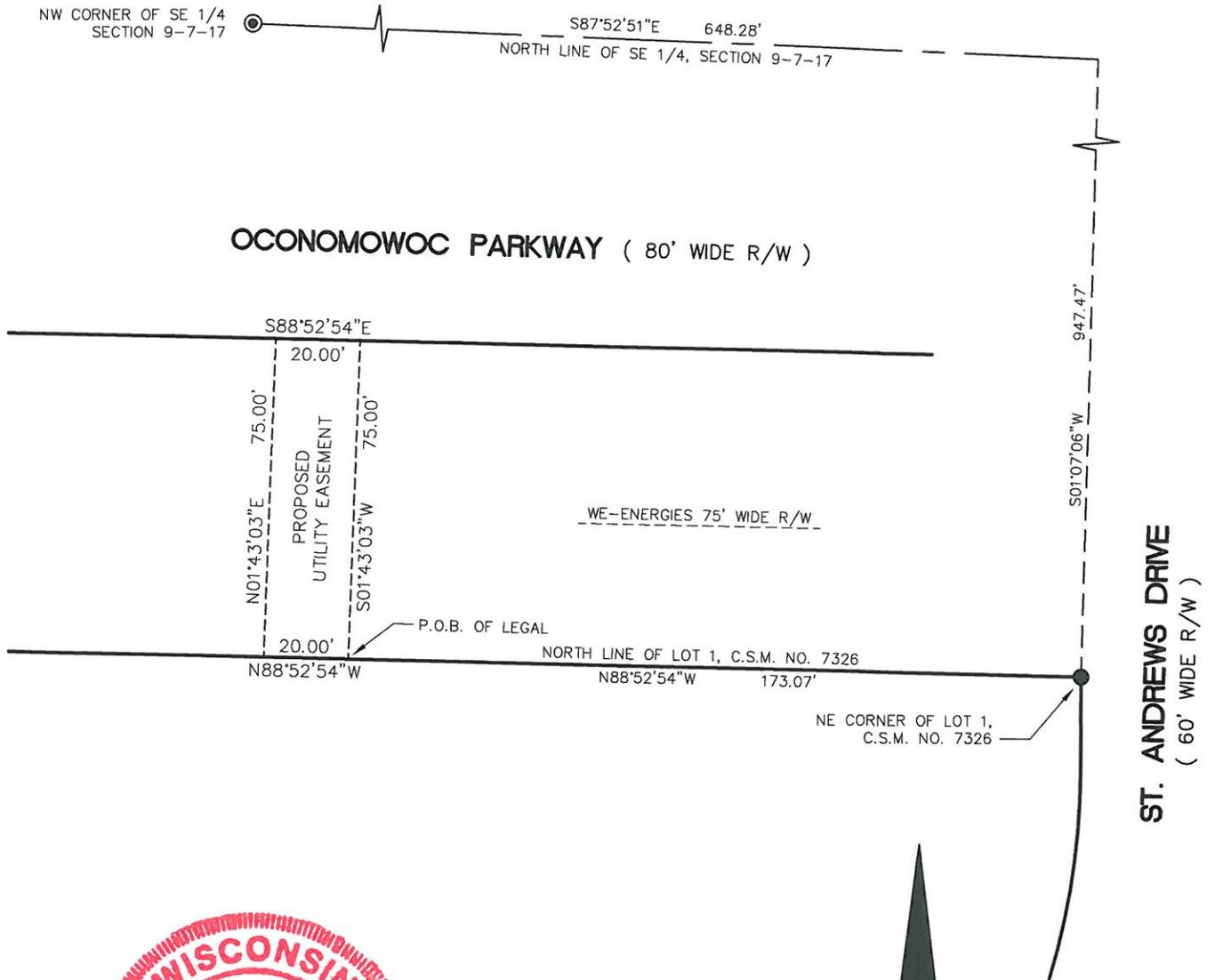
An easement over and across a part of the NW 1/4 of the SE 1/4 of Section 9, T7N, R17E, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:
Commencing at the NW corner of the SE 1/4 of said Section 9; thence S87°52'51"E, along the North line of said SE 1/4, 648.28 feet to a point; thence S01°07'06"W, 947.47 feet to the NE corner of Lot 1 of C.S.M. No. 7326; thence N88°52'54"W, along the North line of said Lot 1, 173.07 feet to the point of beginning of the hereinafter described easement; thence N88°52'54"W, continuing along said North line, 20.00 feet to a point; thence N01°43'03"E, 75.00 feet to the southerly right-of-way line of Oconomowoc Parkway; thence S88°52'54"E, along said southerly line, 20.00 feet to a point; thence S01°43'03"W, 75.00 feet to the place of beginning.



Mark A. Powers
August 19, 2020

EXHIBIT B - 1

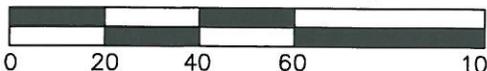
A UTILITY EASEMENT FOR THE CITY OF OCONOMOWOC, LOCATED IN THE
 NW 1/4 OF THE SE 1/4 OF SECTION 9, T7N, R17E,
 CITY OF OCONOMOWOC, WAUKESHA COUNTY, WI.



Mark A. Powers
 August 19, 2020



SCALE : 1" = 40'



BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE
 SE 1/4 OF SECTION 9-7-17 AS ASSUMED S87°52'51"E

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.

Planning Staff Report

City of Oconomowoc

Plan Commission –9/9/2020

David Robinson Land Division

Certified Survey Map – East Side (#1) & West Side (#2)

Summary: The applicant submitted a pair of certified survey maps to create buildable sites and several outlots near the applicants residence at W340 N7661 Townline Road. These parcels will be used for two additional residential homes, with the existing two homes, while preserving the bulk of the farmland. This area falls within the City's extraterritorial platting review authority in the Town of Oconomowoc, so therefore both the Plan Commission & Common Council must review and act on the document.

Property Location: W340 N7661 Townline Road

Property Owners: David Robinson
W340 N7661 Townline Road
Oconomowoc, WI 53066

Applicant: Jon Spheeris
175 E. Wisconsin Avenue, Suite A
Oconomowoc, WI 53066



General Location Map

The subject property is less than three (3) miles from the City of Oconomowoc Boundary, therefore falls within the City's extraterritorial platting jurisdiction area. The lands are approximately 9300 linear feet from Brown Street or about 1.75 miles from the City's closest lands.

CSM Review:

The applicant has been working with Waukesha County and the Town of Oconomowoc for a several years on this land division. The result of numerous meetings and site visits are the two CSM documents before you. The County has been supportive and has already approved residential zoning (R-1) for the proposed buildable lots. The County has not approved the actual CSM document as they continue to review and move the CSM through the process.

Similar CSM's came before the Plan Commission in June 2019. Although slightly changed the main concept for master planning this land is the same. In 2019, staff felt it was best not to recommend "approval", but for the City to take no formal action. Both the City Plan Commission and the Common Council went along with the recommendation and took no action. The review timeline expired and the CSM documents were approved by default. Apparently, the documents were not recorded, and the property owner has decided to go a different direction. At this time, updated documents are before the City asking for review.

Both CSM documents are unorthodox and unconventional. The CSMs create lots that do not front on a public road and several lots that are not rectangular in shape. These are basic Planning concepts that are not being followed. For these reasons, I again cannot give support to this land division.

Staff spoke with representatives from both Town of Oconomowoc and Waukesha County regarding this land division. They both are encouraging the City **not to deny** the proposed land division. The CSM and future lots are following the Farmland Preservation requirements. The residential lots are being placed on the least desirable farmland. This document preserves the Prime Agricultural lands. Both entities agreed this is not a typical land division, but under the various site factors they feel this is the best solution to balance the idea of preserving farmland and allowing lots to be created.

Based on the amount of acreage that the applicant owns (over 150 acres), he is allowed 4 buildable sites. Those will be the two vacant 3-acre sites and the two 5-acre sites that contain dwellings. The remaining lands will be classified as four outlots, that are not allowed to develop in the future. Included in the packet is a master plan exhibit to better show what is happening.

Final Thoughts:

After much thought and investigation, staff does not want to recommend approval or denial of this document. It is understood that the other reviewing parties are trying to preserve as much farmland as possible, but the land division is not typical and is contrary to basic Planning principles.

With that said, Staff feels the City of Oconomowoc should take **NO ACTION** on the CSM document and let the time expire. Once the time expires, the document is automatically deemed approved, without the City being on record of supporting this

configuration. The City has done this practice for other Extraterritorial CSMs in the past. Per Wisconsin State Statutes 236.34(1m)(f),

“Within 90 days of submitting a certified survey map for approval, the approving authority, or its agent authorized to approve certified survey maps, shall take action to approve, approve conditionally, or reject the certified survey map and shall state in writing any conditions of approval or reasons for rejection, unless the time extended by agreement with the subdivider. Failure of the approving authority or its agent to act within the 90 days, or any extension of that period, constitutes an approval of the certified survey map and, upon demand, a certificate to that effect shall be made on the face of the map by the clerk of the authority that has failed to act.”

Recommendation: Plan Commission forward the two David Robinson Certified Survey Maps on Townline Road, to the Common Council **TAKING NO ACTION.**

If this is the preferred method on how to proceed, then:

On the City signature block of the CSM's (page 6 & page 8), the Plan Commission Approval block and the Common Council block would be crossed off and replaced with the following:

I, Diane Coenen, Clerk of the City of Oconomowoc, certify that this certified survey map was filed with the City on July 27, 2020, and that the City failed to act within 90 days, therefore this certified survey map shall be deemed approved pursuant to Section 236.34(1m)(f) of the Wisconsin Statutes.

DIANE COENEN, CITY CLERK

The City Clerk can then sign the document on or after **October 26, 2020** and provide back to the applicant for recording at the Waukesha County Register of Deeds Office. While waiting for the time to expire, the applicant is allowed to advertise, market and accept offers on the buildable sites. No formal land closings can occur until the CSM documents are signed and recorded.

The other options for the Plan Commission include either recommending approval, or recommending denial.

Submitted by: _____


Jason Gallo, AICP
City Planner/Zoning Administrator



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
	Zoning Text Amendment	\$ 425.00
	Comprehensive Plan Amendment	\$ 300.00
	Planned Development District Step 1: Pre-application Conference	No Charge
	Step 2: Concept Plan Review	\$ 75.00
	Step 3: General Development Plan Review	\$ 200.00
	Preliminary or Final Plat Review	\$ 75.00
<input checked="" type="checkbox"/>	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: 7-24-2020

Project/Business Name: Robinson CSM's

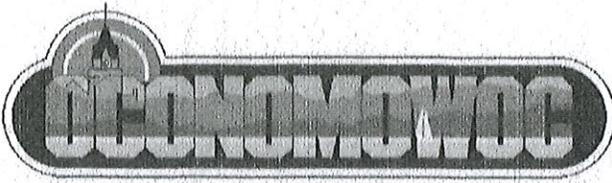
Address/Location: W340 N 2661 Townline Rd.

City, State, Zip Code: Oconomowoc, Wis. 53066

Proposed Use of Property: Residential + Agricultural

Applicant: Jon Sphaeris	Property Owner: Dave Robinson
Address: 125 E. Wisconsin Ave STE. A	Address: W340 N. 2661 Townline Rd.
City/State/Zip: Oconomowoc, Wis. 53066	City/State/Zip: Oconomowoc, Wis. 53066
Phone: 262-490-5558	Phone: 262-966-3319
E-mail: jon@cb-elite.com	E-mail: robinsonequine@aol.com
Signature: Jon Sphaeris	Signature: Dave Robinson

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.



STAFF RECOMMENDATION FORM TYPE OF REQUEST: **ET CSMS**

PROJECT NAME: **ROBINSON LAND DIVISION**
TAX KEY NO.: **TOWN OF OCONOMOWOC**
PROJECT ADDRESS/LOCATION: **W340 N7661 TOWNLINE RD.**

RECOMMENDATION SIGNATURES

CITY PLANNER: *Jason Gallo* Date: **8-14-20**
Comments:

CITY ENGINEER: *Steve H. Singh* Date: **8-20-2020**
Comments:

DIRECTOR OF PUBLIC WORKS: *Eric Jurek* Date: **08.31.2020**
Comments:

WASTEWATER: *Heidi* Date: **8-18-20**
Comments:

WATER: *Jim* Date: **8/18/20**
Comments:

ELECTRIC: *Jim* Date: **8/18/20**
Comments:

PARKS, RECREATION & FORESTRY: *C. H.* Date: **8/18/20**
Comments:

POLICE CHIEF: *D.* Date: **8/18/20**
Comments:

FIRE: *Adam* Date: **8-20-20**
Comments:

DIRECTOR OF FINANCE: *J. Sullivan* Date: **8/18/20**
Comments:

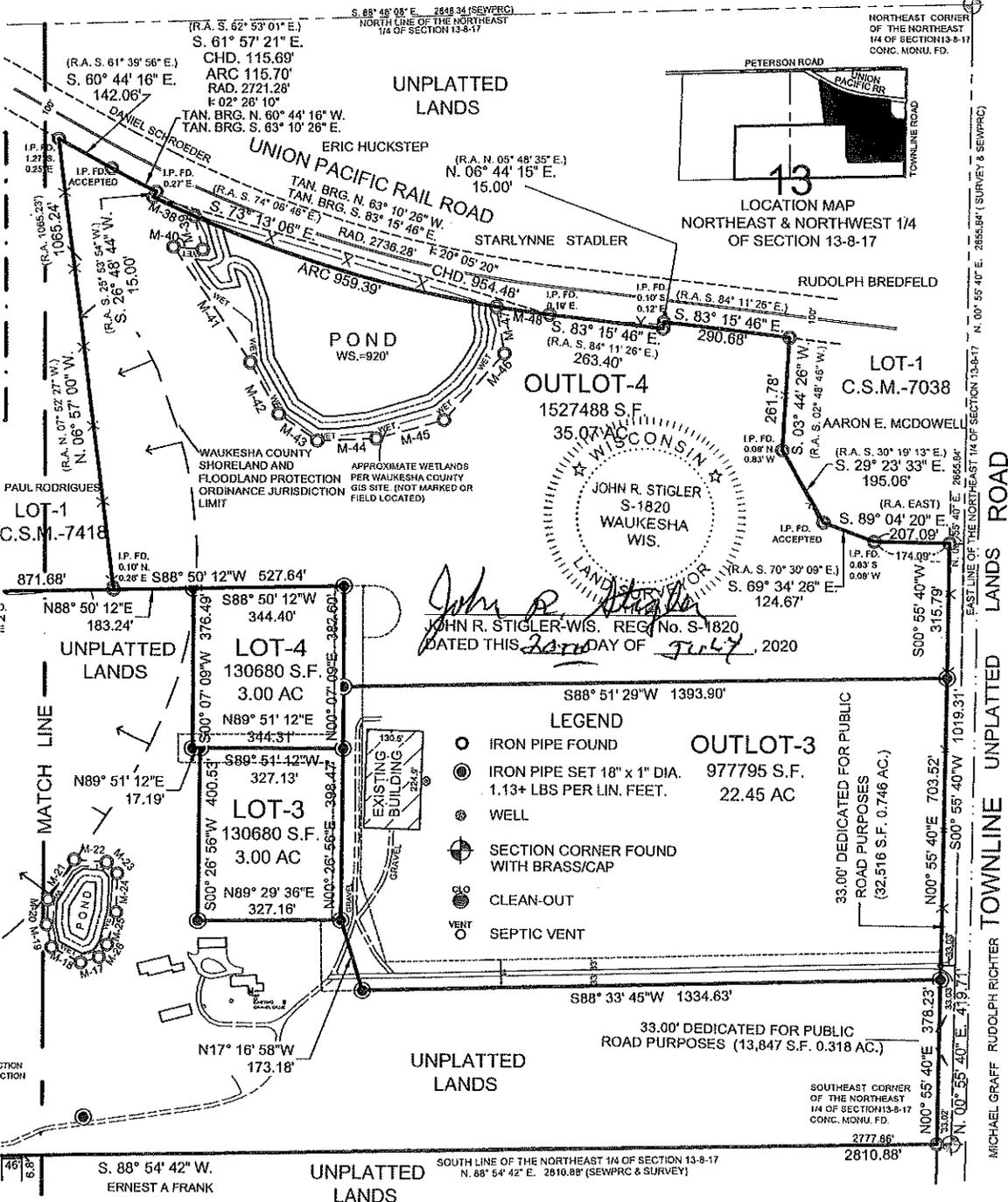
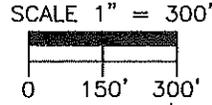
ECONOMIC DEVELOPMENT DIRECTOR: *Robert Duffy* Date: **8/18/20**
Comments:

CERTIFIED SURVEY MAP NO. _____

Sheet 1 of 8

All that part of the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 13 and the Southeast (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

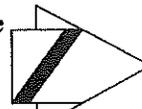
OWNER:
DAVID G. ROBINSON
W340 N 7861 TOWNLINE ROAD
OCONOMOWOC, WI 53066
(262) 370-4647



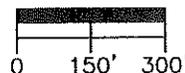
CERTIFIED SURVEY MAP NO. _____

Sheet 2 of 8

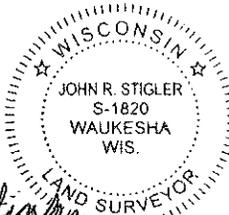
All that part of the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 13 and the Southeast (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN
EASEMENT EXHIBIT



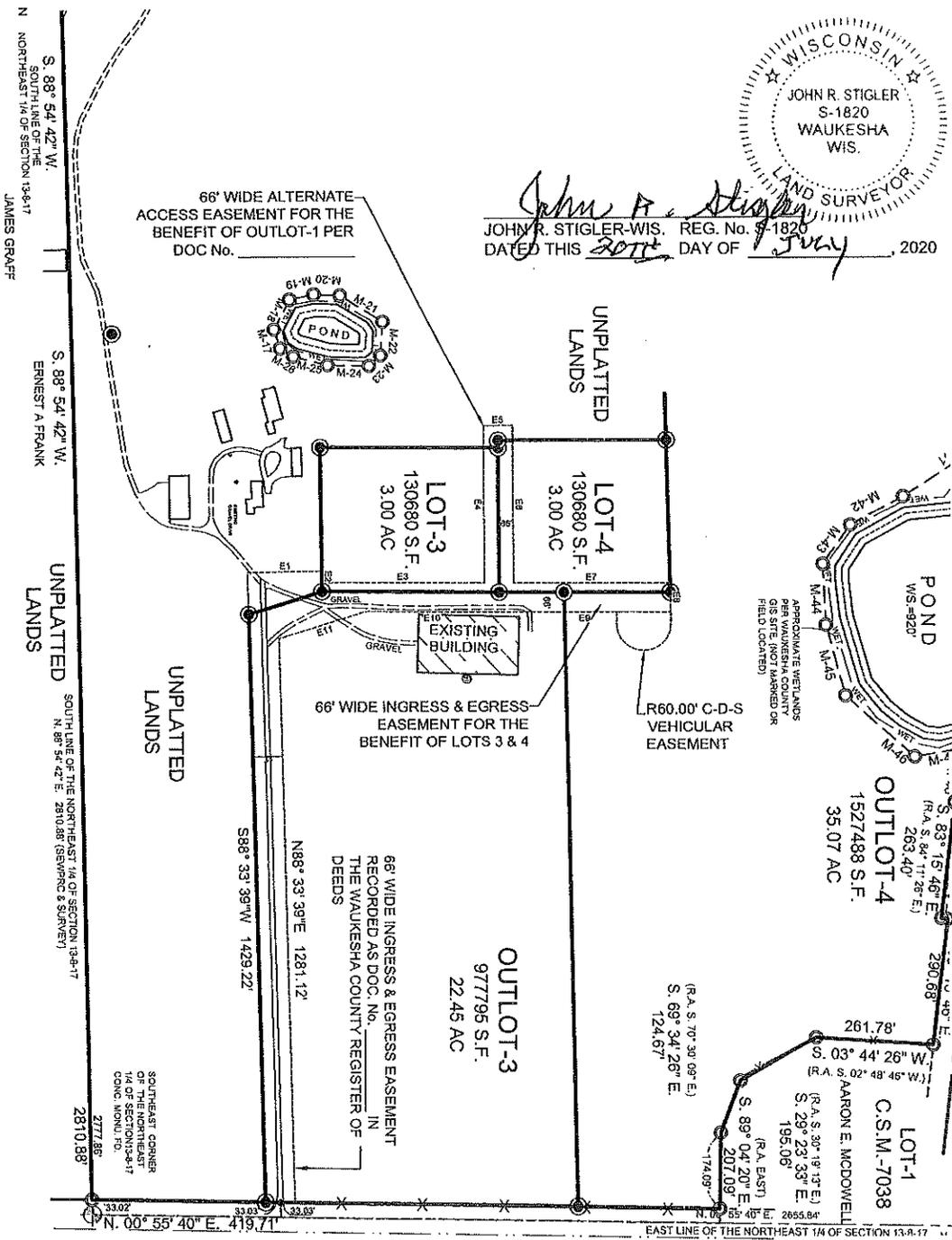
SCALE 1" = 300'



OWNER:
DAVID G. ROBINSON
W340 N 7661 TOWNLINE ROAD
OCONOMOWOC, WI 53066
(262) 370-4647



John R. Stigler
JOHN R. STIGLER-WIS. REG. No. 1820
DATED THIS 20th DAY OF JULY, 2020



CERTIFIED SURVEY MAP NO. _____

Sheet 3 of 8

All that part of the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 13 and the Southeast (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Town 8 North, Range 17 East TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

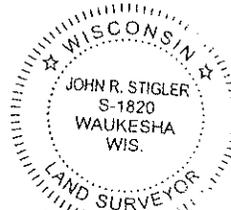
MEANDER LINE TABLE

DISTANCE/BEARING

M-38 TIE CHD. 104.84' BRG. S. 84° 16' 18" E.
ARC 104.85' RADIUS 2735.28'
DISTANCE BEARING
M-39 81.46' S. 13° 21' 49" E.
M-40 67.49' N. 84° 49' 28" W.
M-41 320.28' S. 33° 17' 27" E.
M-42 135.00' S. 28° 17' 48" E.
M-43 108.67' S. 54° 42' 30" E.
M-44 137.39' N. 87° 24' 24" E.
M-45 163.73' N. 74° 43' 29" E.
M-46 207.87' N. 42° 11' 46" E.
M-47 107.70' N. 09° 48' 37" W.

M-48 TIE CHD. 123.61' BRG. S. 81° 58' 33" E.
ARC 123.62' RADIUS 2735.28'

EASEMENT TABLE		
EASEMENT #	LENGTH	BEARING
E1	167.39	N01° 10' 08"W
E2	327.16	N89° 29' 36"E
E3	395.61	N00° 24' 10"E
E4	355.92	S89° 52' 50"W
E5	65.00	N00° 07' 05"W
E6	356.36	N89° 52' 52"E
E7	349.21	N00° 08' 00"E
E8	66.02	N88° 49' 59"E
E9	383.42	S00° 08' 00"W
E10	300.12	S00° 24' 10"W
E11	205.19	S17° 01' 54"E



John R. Stigler
JOHN R. STIGLER-WIS. REG. No. S-1820
DATED THIS 20th DAY OF JULY, 2020

CERTIFIED SURVEY MAP NO. _____

Sheet 4 of 8

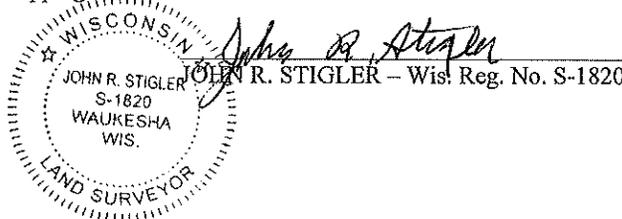
All that part of the Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, John R. Stigler, professional land surveyor, being duly sworn on oath, hereby depose and states that I have surveyed, divided and mapped the following land bounded and described as follows:

All that part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Town 8 North, Range 17 East, Town of Oconomowoc, Waukesha County, Wisconsin bounded and described as follows: Beginning at the southeast corner of the Northeast Quarter (NE ¼) of said Section 13 being marked by a concrete monument with brass cap; thence South 88°54'42" West 33.02 feet to the West right-of-way line of Townline Road; thence North 00°53'40" East 378.23 feet along the West right-of-way line of Townline Road to the place of beginning; thence South 88°33'45" West 1334.63 feet; thence North 17°16'58" West 173.18 feet; thence South 89°29'35" West 327.16 feet; thence North 00°26'56" East 400.53 feet; thence North 89°51'12" West 17.19 feet; thence North 00°07'09" West 376.49 feet; thence South 88°50'12" West 183.24 feet; thence North 06°57'00" West 1065.24 feet along the east line of Certified Survey Map No. 7418; thence South 60°44'16" East 142.06 feet along the south right-of-way line of the Union Pacific Railroad; thence Southerly 115.70 feet along the arc of a curve of radius 2721.28 feet, curve center lies to the north, chord bears South 61°57'21" East 115.69 feet and being the south right-of-way line of said railroad; thence South 26°48'44" West 15.00 feet; thence Southeasterly 959.39 feet along the arc of a curve of radius 2736.28 feet, curve center lies to the north, chord bears South 73°13'06" East 954.48 feet; thence South 83°15'46" East 263.40 feet along said south railroad right-of-way line; thence North 06°44'15" East 15.00 feet; thence South 83°15'46" East 290.68 feet along said railroad right-of-way line to the west line of Certified Survey Map No. 7038; thence along the following courses of Map No. 7038; thence South 03°44'26" West 261.78 feet; thence South 29°23'33" East 195.06 feet; thence South 69°34'26" East 124.67 feet; thence South 89°04'20" East 174.09 feet to the west right-of-way line of Townline Road; thence South 00°55'40" West 1019.31 feet along the said right-of-way line to the place of beginning. Containing a net area of 2766803 square feet or 63.52 acres of land.

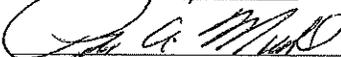
I also certify that I have made the survey by the direction of the owner and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes pertaining to Certified Survey Maps (Section 236.24) and the subdivision regulations of the Town of Oconomowoc, Waukesha County and City of Oconomowoc in surveying, dividing and mapping the same.



STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

The above certificate subscribed and sworn to me this 20th day of July, 2020.

My commission expires July 5, 2023.


PETER A. MUEHL - NOTARY PUBLIC



OWNER: DAVID G. ROBINSON

Instrument drafted by John R. Stigler

P.S. Oconomowoc 509B

CERTIFIED SURVEY MAP NO. _____

Sheet 5 of 8

All that part of the Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owner, I do hereby certify that I caused the land described on this map to be surveyed, divided and mapped as represented on this map. I also certify that this Certified Survey Map is required to be submitted to the following for approval: Town of Oconomowoc, Waukesha County Department of Parks and Land Use and City of Oconomowoc

DAVID G. ROBINSON – OWNER

STATE OF WISCONSIN)ss
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2020, the above named DAVID G. ROBINSON, to me known to be the person who executed the foregoing instrument.

My commission expires _____

NOTARY PUBLIC –

CONSENT OF CORPORATE MORTGAGEE:

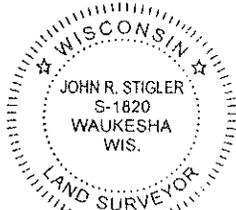
HOME FEDERAL SAVINGS BANK, a corporation duly organized and existing by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, consents to the surveying, dividing and mapping of the land described in the foregoing affidavit of John R. Stigler, surveyor, and consents to the above certificate of DAVID G. ROBINSON, owner.

STEPHEN FLEISCHMANN – MARKET VICE PRESIDENT

STATE OF)ss
COUNTY OF)

Personally came before me this _____ day of _____, 2020, _____ of the above named _____, to me known as the person who executed the foregoing instrument, and to me known to be the _____ of the _____ and acknowledged that they executed the foregoing instrument as such officer as the deed of _____ by its authority.

Notary Public - _____
State of _____
My commission expires _____



John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S-1820
Dated this 20th day of July, 2020

OWNER: DAVID G. ROBINSON

Instrument drafted by John R. Stigler

P.S. Oconomowoc 509B

CERTIFIED SURVEY MAP NO. _____ Sheet 6 of 8

All that part of the Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

TOWN OF OCONOMOWOC PLANNING COMMISSION APPROVAL

Approved by the Town of Oconomowoc Planning Commission on this _____, day of _____, 2020.

ROBERT B. PEREGRINE – CHAIRPERSON

JAMES NAVIN - SECRETARY

TOWN OF OCONOMOWOC BOARD APPROVAL

Approved by the Town Board of the Town of Oconomowoc on this _____, day of _____, 2020.

ROBERT C. HULTQUIST – TOWN CHAIRMAN

LORI OPITZ – CLERK/TREASURER

CITY OF OCONOMOWOC PLAN COMMISSION APPROVAL: EXTRA-TERRITORIAL JURISDICTION:

Approved by the City of Oconomowoc Planning Commission on this _____ day of _____, 2020.

ROBERT MAGNUS– CHAIRMAN

CHRIS DEHNERT - SECRETARY

CITY OF OCONOMOWOC COMMON COUNCIL APPROVAL: EXTRA-TERRITORIAL JURISDICTION:

Approved by the City of Oconomowoc Common Council on this _____ day of _____, 2020.

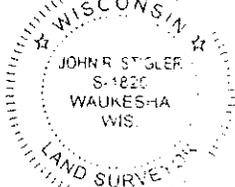
ROBERT MAGNUS – MAYOR

DIANE COENEN – CITY CLERK

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE:

Resolved that the above Certified Survey Map, which has been filed for approval as required by Chapter 236, Wisconsin Statutes, is hereby approved this _____ day of _____, 2020.

DALE R. SHAVER - DIRECTOR



John R. Stigler

JOHN R. STIGLER – Wis. Reg. No. S-1820

Dated this 20th day of JULY, 2020

OWNER: DAVID G. ROBINSON

Instrument drafted by John R. Stigler

P.S. Oconomowoc 509B

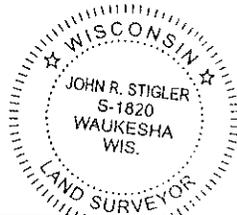
CERTIFIED SURVEY MAP NO. _____

Sheet 7 of 8

All that part of the Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

Notes:

1. A portion of Lot 1 is subject to CU-15, which preserves the right for future owners to operate horse related business operations subject to a Conditional Use Permit Amendment. All other future uses associated with the poly-structure shall comply with the uses permitted within the Farmland Preservation District of the Waukesha County Codes.
2. The wetland and Primary Environmental Corridor (PEC) boundaries shown on this Certified Survey are approximate boundaries taken from the Wisconsin Department of Natural Resources Wetland Inventory Map and SEWRPC inventory, respectively. If a future building/structure is proposed to be constructed in close proximity to the wetland and/or PEC, it may be necessary for the wetland and/or PEC boundary to be field delineated. All setbacks required by the Waukesha County Shoreland and Floodland Protection Ordinance or Waukesha County Zoning Code at the time of development shall apply.
3. BASEMENT RESTRICTION – GROUNDWATER - The lands that are a part of this Certified Survey Map are located in an area with mapped soils that may contain seasonal high groundwater. Waukesha County Shoreland and Floodland Protection Ordinance and the Waukesha County Zoning Code currently require that the lowest level of any residence must be at an elevation that is at least one (1) foot higher than the highest seasonal groundwater level, unless a variance from that requirement is obtained from the Waukesha County Board of Adjustment. Therefore, additional soil testing in the vicinity of any future proposed residence will be required to ensure compliance with this requirement. If the requirement regarding vertical separation distance from the highest seasonal groundwater level is modified by a future amendment to the Waukesha County Shoreland and Floodland Protection Ordinance, the requirement at the time of construction shall apply. All groundwater separation requirements set forth by the Town of Oconomowoc must also be complied with.
4. The owner of the land, states; no drain tiles have been found that exist on the property.
5. All survey monuments required for this site shall be placed prior to recording of the Certified Survey Map.
6. On October 7, 2019, the Town of Oconomowoc Plan Commission approved more than two accessory buildings on Lot 2 and approved an exception to the maximum accessory building footprint for parcels that have been designated Farmland Preservation in the County Development Plan and have been rezoned to the R-1 Residential District.
7. In order to demonstrate compliance with Farmland Preservation density requirements, a Deed Restriction was placed upon the property memorializing the developments rights of the entire 147 acre original parcel. Recorded on _____ as Document No. _____ in the Waukesha County Register of Deeds.
8. Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable water that is established under article IX, section 1, of the state constitution.



John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S-1820
Dated this 22nd day of JULY, 2020

OWNER: DAVID G. ROBINSON

Instrument drafted by John R. Stigler

P.S. Oconomowoc 509B

CERTIFIED SURVEY MAP NO. _____

Sheet 8 of 8

All that part of the Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of

Section 13, Town 8 North, Range 17 East

TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

PRIMARY ENVIRONMENTAL CORRIDOR/WETLAND PRESERAVATION RESTRICTIONS

Those areas identified as a Primary Environmental Corridor/Wetland on Pages 1 and 2 of 9 of this Certified Survey Map shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner, and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, shall also be permitted.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited, unless grazing is conducted in order to manage invasive vegetation and approval is obtained by the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds are prohibited unless designed to enhance the natural environment. Ponds that may be permitted are subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.



John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S-1820

Dated this 20th day of JULY, 2020

OWNER: DAVID G. ROBINSON

Instrument drafted by John R. Stigler

P.S. Oconomowoc 509B

CERTIFIED SURVEY MAP NO. _____

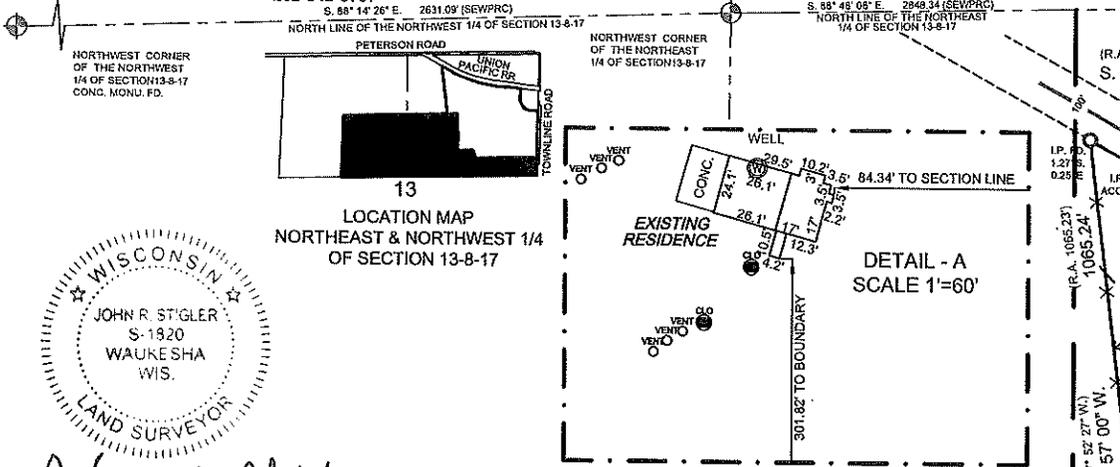
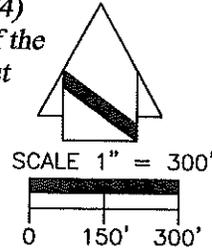
Sheet 1 of 10

All that part of the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 13 and the Southeast (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

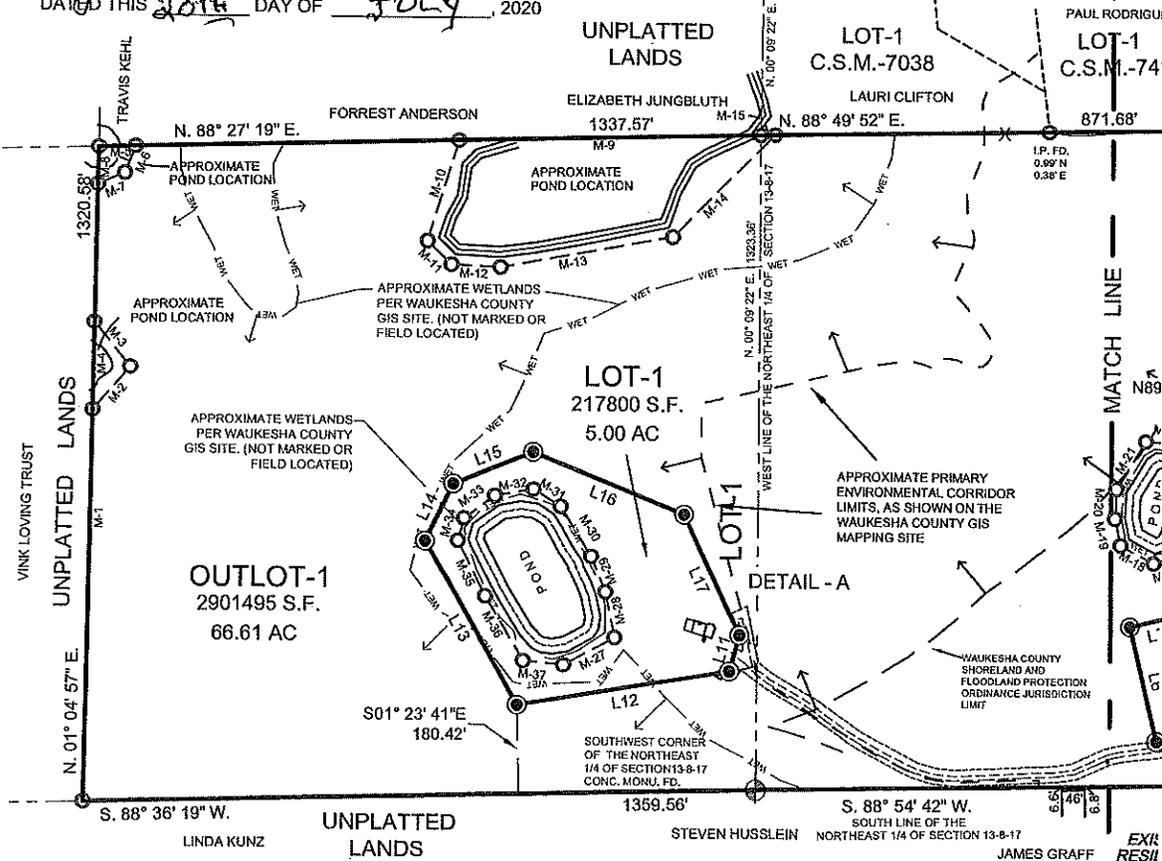
OWNER:
DAVID G. ROBINSON
W340 N 7661 TOWNLINE ROAD
OCONOMOWOC, WI 53066
(262) 370-4647

SURVEYOR:
JOHN R. STIGLER WIS. REG. S-1820
JAHNKE AND JAHNKE
ASSOCIATES, L.L.C.
711 WEST MORELAND BLVD.
WAUKESHA, WI. 53188
262-542-5797

REFERENCE BEARING:
EAST LINE OF THE NORTHEAST
1/4 OF SECTION 13-8-17 PER
WISCONSIN STATE PLANE COORDINATE
SYSTEM SOUTH ZONE HAS A BEARING
OF N. 00° 55' 40" E.



John R. Stigler
JOHN R. STIGLER-WIS. REG. No. S-1820
DATED THIS 30th DAY OF JULY, 2020

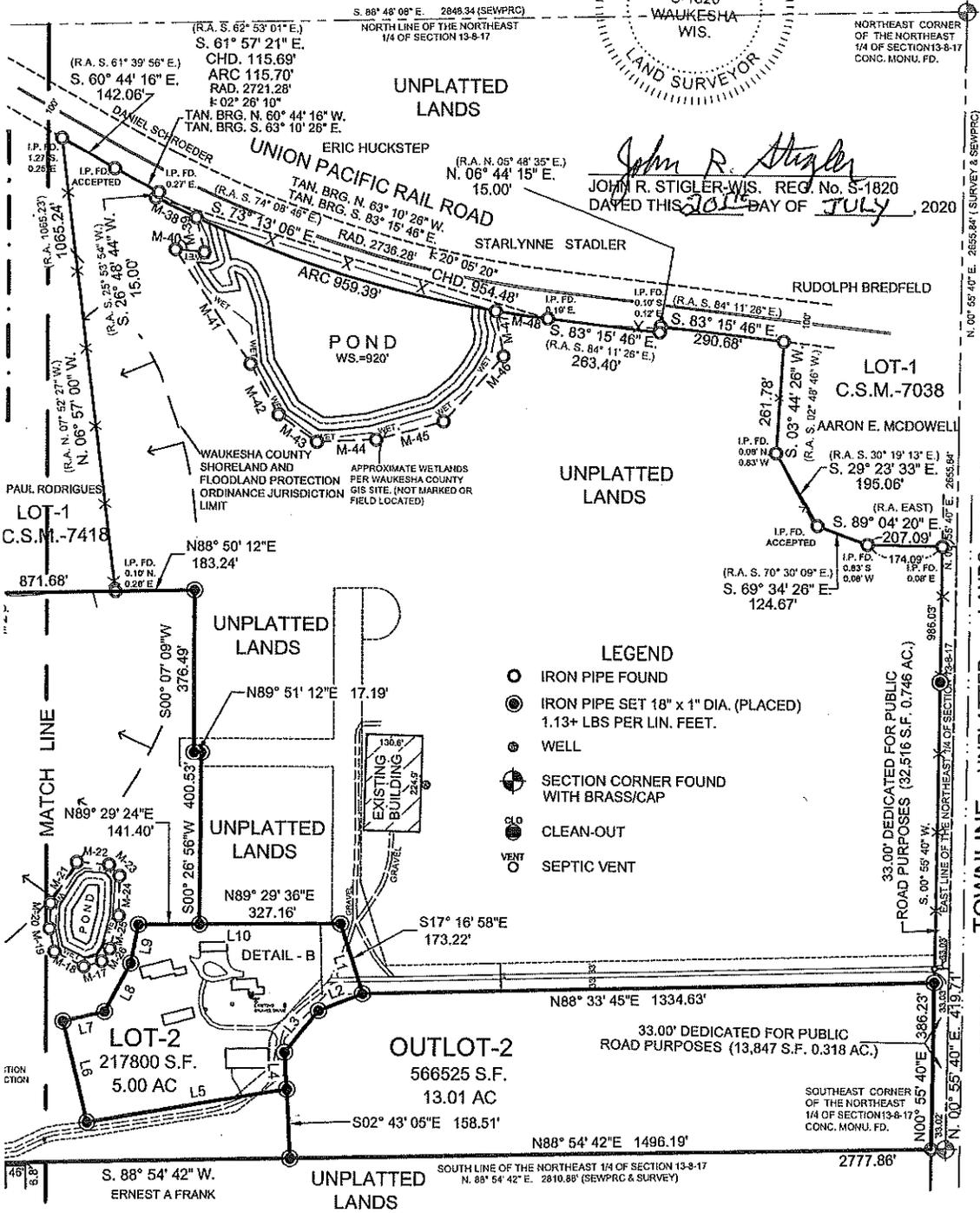
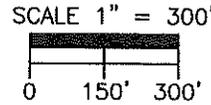
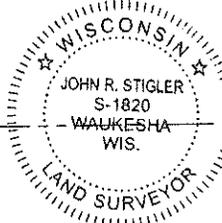


CERTIFIED SURVEY MAP NO.

Sheet 2 of 10

All that part of the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 13 and the Southeast (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

OWNER:
DAVID G. ROBINSON
W340 N 7661 TOWNLINE ROAD
OCONOMOWOC, WI 53066
(262) 370-4647

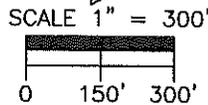
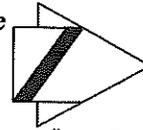


CERTIFIED SURVEY MAP NO. _____

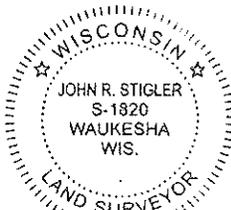
Sheet 3 of 10

All that part of the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 13 and the Southeast (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

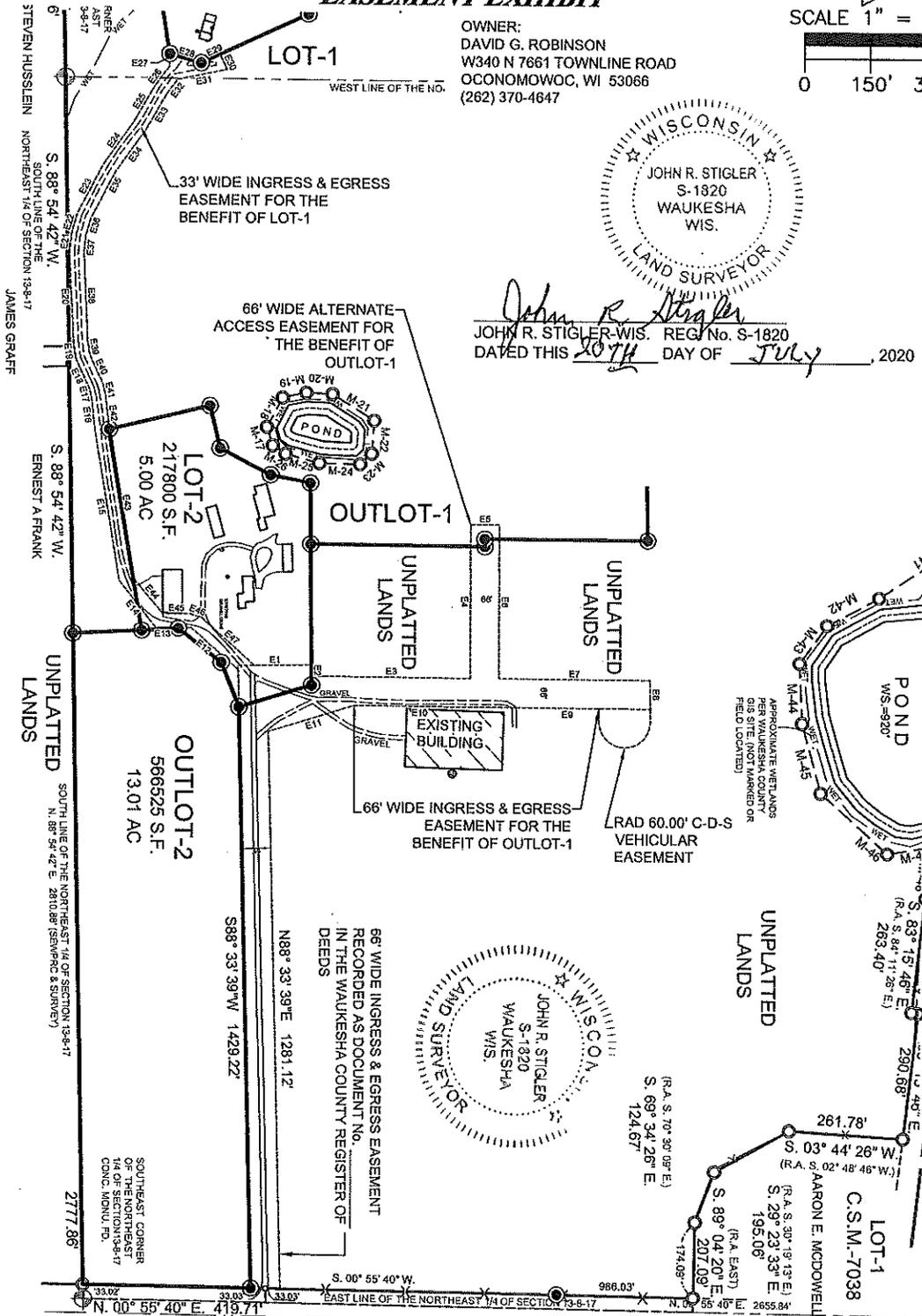
EASEMENT EXHIBIT



OWNER:
DAVID G. ROBINSON
W340 N 7661 TOWNLINE ROAD
OCONOMOWOC, WI 53066
(262) 370-4647



John R. Stigler
JOHN R. STIGLER-WIS. REG. No. S-1820
DATED THIS 20TH DAY OF JULY, 2020

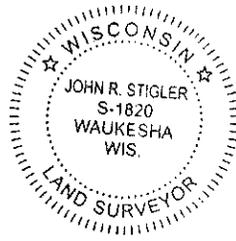
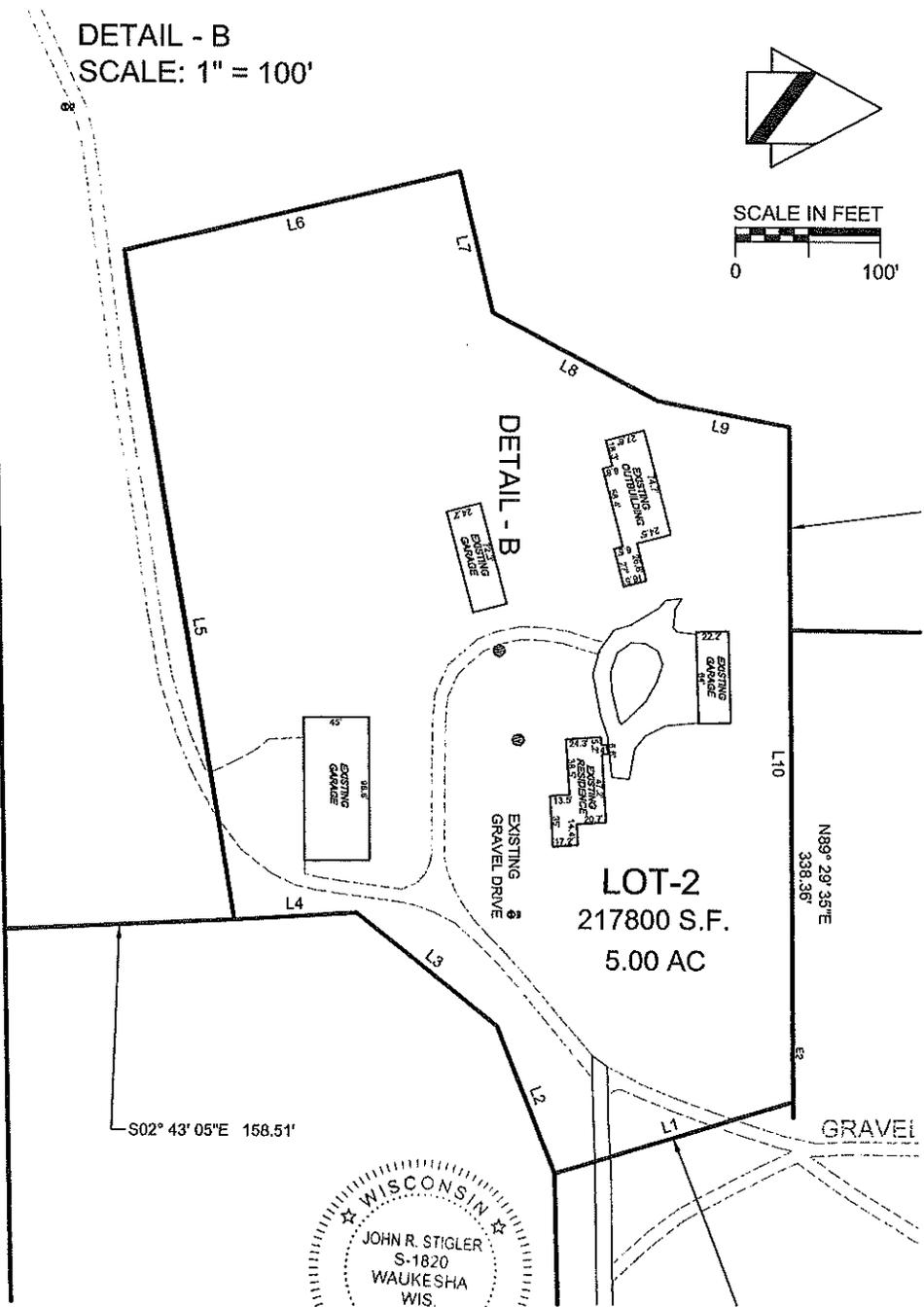
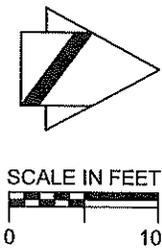


CERTIFIED SURVEY MAP NO. _____

Sheet 4 of 10

All that part of the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 13 and the Southeast (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

DETAIL - B
SCALE: 1" = 100'



John R. Stigler
JOHN R. STIGLER-WIS. REG. No. S-1820
DATED THIS 20th DAY OF _____, 2020

CERTIFIED SURVEY MAP NO. _____

Sheet 5 of 10

All that part of the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 13 and the Southeast (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

MEANDER LINE TABLE

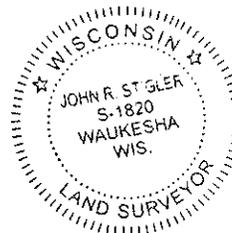
DISTANCE/BEARING		
M-1	790.58'	N. 01° 04' 57" E. TIE
M-2	117.15'	N. 40° 53' 17" E.
M-3	117.15'	N. 38° 43' 23" W.
M-4	180.00'	S. 01° 04' 57" W. TIE
M-5	75.00'	N. 88° 27' 19" E. TIE
M-6	58.29'	S. 21° 20' 53" W.
M-7	59.67'	S. 87° 36' 57" W.
M-8	75.00'	N. 01° 04' 57" E. TIE
M-9	611.48'	S. 88° 27' 19" W. TIE
M-10	210.61'	S. 17° 20' 00" W.
M-11	67.16'	S. 46° 11' 08" E.
M-12	99.80'	S. 87° 26' 16" E.
M-13	353.85'	N. 79° 46' 27" E.
M-14	292.48'	N. 45° 08' 55" E.
M-15	29.52'	S. 89° 49' 52" W. TIE
M-17	44.39'	S. 72° 28' 02" W.
M-18	76.95'	N. 62° 27' 02" W.
M-19	53.40'	N. 11° 59' 28" W.
M-20	59.48'	N. 02° 35' 40" E.
M-21	113.40'	N. 32° 04' 21" E.
M-22	76.64'	S. 85° 44' 45" E.
M-23	35.82'	S. 42° 19' 29" E.
M-24	93.15'	S. 01° 16' 57" W.
M-25	79.86'	S. 14° 43' 14" E.
M-26	35.00'	S. 32° 54' 04" W.
M-27	117.32'	N. 61° 50' 01" E.
M-28	93.81'	N. 11° 46' 47" W.
M-29	78.36'	N. 71° 56' 39" W.
M-30	117.68'	N. 31° 36' 21" W.
M-31	95.51'	N. 58° 20' 43" W.
M-32	78.44'	S. 60° 02' 10" W.
M-33	77.34'	S. 53° 49' 09" W.
M-34	47.33'	S. 15° 36' 50" W.
M-35	126.26'	S. 26° 33' 14" E.
M-36	149.96'	S. 30° 48' 43" E.
M-37	81.99'	S. 84° 25' 53" E.
M-38	TIE CHD. 104.84' BRG. S. 64° 16' 18" E. ARC 104.85' RADIUS 2736.28'	
M-39	81.46'	S. 13° 21' 49" E.
M-40	67.49'	N. 84° 49' 28" W.
M-41	320.28'	S. 33° 17' 27" E.
M-42	135.00'	S. 28° 17' 46" E.
M-43	108.67'	S. 54° 42' 30" E.
M-44	137.39'	N. 87° 24' 24" E.
M-45	183.73'	N. 74° 43' 29" E.
M-46	207.97'	N. 42° 11' 48" E.
M-47	107.70'	N. 09° 48' 37" W.
M-48	TIE CHD. 123.61' BRG. S. 81° 58' 33" E. ARC 123.62' RADIUS 2736.28'	

LOT-1 LINE TABLE		
LINE #	LENGTH	BEARING
L11	75.00	N15° 25' 50"E
L12	435.46	N80° 36' 21"E
L13	379.26	S29° 37' 24"E
L14	128.21	S25° 51' 13"W
L15	173.76	S68° 05' 40"W
L16	329.65	N68° 09' 19"W
L17	269.16	N25° 02' 39"W

LOT-2 LINE TABLE		
LINE #	LENGTH	BEARING
L1	173.22	S17° 16' 58"E
L2	110.22	S68° 25' 56"W
L3	125.60	S38° 42' 22"W
L4	84.51	S03° 43' 34"E
L5	470.55	S80° 34' 27"W
L6	238.41	N13° 38' 31"W
L7	100.22	N76° 39' 05"E
L8	130.31	N27° 48' 34"E
L9	92.67	N10° 57' 32"E
L10	468.56	N89° 29' 32"E

EASEMENT TABLE		
EASEMENT #	LENGTH	BEARING
E1	167.39	N01° 10' 08"W
E2	327.11	N89° 29' 35"E
E3	365.61	N00° 24' 10"E
E4	355.92	S89° 52' 50"W
E5	66.00	N00° 07' 08"W
E6	356.36	N89° 52' 52"E
E7	349.21	N00° 08' 00"E
E8	66.02	N88° 49' 59"E
E9	383.42	S00° 08' 00"W
E10	300.12	S00° 24' 10"W
E11	205.19	S17° 01' 54"E

EASEMENT TABLE		
EASEMENT #	LENGTH	BEARING
E12	143.21	N42° 22' 04"E
E13	82.11	N00° 02' 57"E
E14	138.90	N52° 04' 39"E
E15	348.53	N80° 34' 27"E
E16	77.97	N83° 31' 34"E
E17	21.80	N76° 02' 06"E
E18	73.71	N64° 57' 40"E
E19	39.12	N80° 52' 37"E
E20	208.21	N87° 17' 05"E
E21	41.99	S84° 28' 25"E
E22	47.21	S74° 15' 14"E
E23	129.20	S62° 22' 24"E
E24	118.97	S54° 46' 37"E
E25	99.17	S60° 02' 11"E
E26	54.78	S53° 23' 08"E
E27	28.90	S88° 54' 57"E
E28	75.00	N15° 25' 50"E
E29	46.84	N25° 02' 39"W
E30	38.66	N64° 57' 21"E
E31	114.87	S11° 41' 50"E
E32	40.58	S53° 23' 08"E
E33	98.77	S60° 02' 11"E
E34	118.30	S54° 46' 37"E
E35	123.57	S62° 22' 24"E
E36	40.84	S74° 15' 14"E
E37	38.66	S84° 28' 25"E
E38	203.98	N87° 17' 05"E
E39	32.70	N80° 52' 37"E
E40	72.18	N64° 58' 27"E
E41	27.24	N76° 02' 06"E
E42	79.28	N83° 31' 34"E
E43	347.68	N80° 34' 27"E
E44	106.70	N50° 12' 36"E
E45	63.70	N00° 02' 57"E
E46	26.61	N18° 54' 14"E
E47	164.26	N42° 22' 04"E



John R. Stigler
JOHN R. STIGLER-WIS. REG. NO. S-1820
DATED THIS 20TH DAY OF JULY, 2020

CERTIFIED SURVEY MAP NO. _____

Sheet 6 of 10

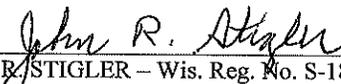
All that part of the Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

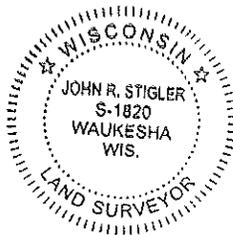
SURVEYOR'S CERTIFICATE:

I, John R. Stigler, professional land surveyor, being duly sworn on oath, hereby depose and states that I have surveyed, divided and mapped the following land bounded and described as follows:

All that part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Town 8 North, Range 17 East, Town of Oconomowoc, Waukesha County, Wisconsin bounded and described as follows: Beginning at the southeast corner of the Northeast Quarter (NE ¼) of said Section 13 being marked by a concrete monument with brass cap; thence South 88°54'42" West 33.02 feet to the West right-of-way line of Townline Road and the place of beginning; thence South 88°54'42" West 2777.86 feet along the south line of the Northeast Quarter (NE ¼) of said Section 13; thence South 88°36'19" West 1359.56 feet along the East One-Half of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13; thence North 01°04'57" East 1320.85 feet along said Quarter (1/4) - Quarter (1/4) Line; thence North 88°27'19" East 1337.57 feet along the North line of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of said Section 13; thence North 88°49'52" East 871.68 feet along the South line of Certified Survey Map No. 7038 and 7418; thence North 88°50'12" East 183.24 feet; thence South 00°07'09" West 376.49 feet; thence North 89°51'12" East 17.19 feet; thence South 00°26'56" West 400.53 feet; thence North 89°29'35" East 327.16 feet; thence South 17°16'58" East 173.22 feet; thence North 88°33'45" East 1334.63 feet to the West right-of-way line of Townline Road; thence South 00°55'40" West 386.23 feet to the place of beginning. Containing a net area of 3903651 square feet or 89.62 acres of land.

I also certify that I have made the survey by the direction of the owner and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes pertaining to Certified Survey Maps (Section 236.24) and the subdivision regulations of the Town of Oconomowoc, Waukesha County and City of Oconomowoc in surveying, dividing and mapping the same.

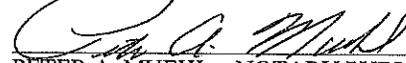

JOHN R. STIGLER - Wis. Reg. No. S-1820



STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

The above certificate subscribed and sworn to me this 20th day of July, 2020.

My commission expires July 5, 2023.


PETER A. MUEHL - NOTARY PUBLIC



OWNER: DAVID G. ROBINSON

Instrument drafted by John R. Stigler

P.S. Oconomowoc 509A

CERTIFIED SURVEY MAP NO. _____

Sheet 7 of 10

All that part of the Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of

Section 13, Town 8 North, Range 17 East

TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owner, I do hereby certify that I caused the land described on this map to be surveyed, divided and mapped as represented on this map. I also certify that this Certified Survey Map is required to be submitted to the following for approval: Town of Oconomowoc, Waukesha County Department of Parks and Land Use and City of Oconomowoc

DAVID G. ROBINSON – OWNER

STATE OF WISCONSIN)ss
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2020, the above named DAVID G. ROBINSON, to me known to be the person who executed the foregoing instrument.

My commission expires _____

NOTARY PUBLIC –

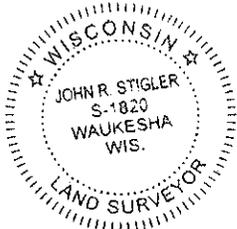
CONSENT OF CORPORATE MORTGAGEE:

HOME FEDERAL SAVINGS BANK, a corporation duly organized and existing by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, consents to the surveying, dividing and mapping of the land described in the foregoing affidavit of John R. Stigler, surveyor, and consents to the above certificate of DAVID G. ROBINSON, owner.

STEPHEN FLEISCHMANN – MARKET VICE PRESIDENT

STATE OF _____)ss
COUNTY OF _____)

Personally came before me this _____ day of _____, 2020, _____ of the above named _____, to me known as the person who executed the foregoing instrument, and to me known to be the _____ of the _____ and acknowledged that they executed the foregoing instrument as such officer as the deed of _____ by its authority.



Notary Public - _____
State of _____
My commission expires _____

John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S-1820
Dated this 20TH day of JULY, 2020

OWNER: DAVID G. ROBINSON

Instrument drafted by John R. Stigler

P.S. Oconomowoc 509A

CERTIFIED SURVEY MAP NO. _____ Sheet 8 of 10

All that part of the Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

TOWN OF OCONOMOWOC PLANNING COMMISSION APPROVAL

Approved by the Town of Oconomowoc Planning Commission on this _____, day of _____, 2020.

ROBERT B. PEREGRINE – CHAIRPERSON

JAMES NAVIN - SECRETARY

TOWN OF OCONOMOWOC BOARD APPROVAL

Approved by the Town Board of the Town of Oconomowoc on this _____, day of _____, 2020.

ROBERT C. HULTQUIST – TOWN CHAIRMAN

LORI OPITZ – CLERK/TREASURER

CITY OF OCONOMOWOC PLAN COMMISSION APPROVAL: EXTRA-TERRITORIAL JURISDICTION:

Approved by the City of Oconomowoc Planning Commission on this _____ day of _____, 2020.

ROBERT MAGNUS – CHAIRMAN

CHRIS DEHNERT - SECRETARY

CITY OF OCONOMOWOC COMMON COUNCIL APPROVAL: EXTRA-TERRITORIAL JURISDICTION:

Approved by the City of Oconomowoc Common Council on this _____ day of _____, 2020.

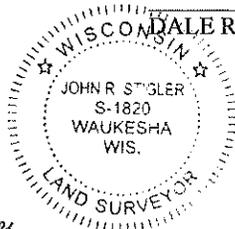
ROBERT MAGNUS – MAYOR

DIANE COENEN – CITY CLERK

WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE:

Resolved that the above Certified Survey Map, which has been filed for approval as required by Chapter 236, Wisconsin Statutes, is hereby approved this _____ day of _____, 2020.

DALE R. SHAVER - DIRECTOR



John R. Stigler

JOHN R. STIGLER – Wis. Reg. No. S-1820

Dated this 20th day of JULY, 2020

OWNER: DAVID G. ROBINSON

Instrument drafted by John R. Stigler

P.S. Oconomowoc 509A

CERTIFIED SURVEY MAP NO. _____

Sheet 9 of 10

All that part of the Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Town 8 North, Range 17 East
TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

Notes:

1. A portion of Lot 1 is subject to CU-15, which preserves the right for future owners to operate horse related business operations subject to a Conditional Use Permit Amendment. All other future uses associated with the poly-structure shall comply with the uses permitted within the Farmland Preservation District of the Waukesha County Codes.
2. The wetland and Primary Environmental Corridor (PEC) boundaries shown on this Certified Survey are approximate boundaries taken from the Wisconsin Department of Natural Resources Wetland Inventory Map and SEWRPC inventory, respectively. If a future building/structure is proposed to be constructed in close proximity to the wetland and/or PEC, it may be necessary for the wetland and/or PEC boundary to be field delineated. All setbacks required by the Waukesha County Shoreland and Floodland Protection Ordinance or Waukesha County Zoning Code at the time of development shall apply.
3. BASEMENT RESTRICTION – GROUNDWATER - The lands that are a part of this Certified Survey Map are located in an area with mapped soils that may contain seasonal high groundwater. Waukesha County Shoreland and Floodland Protection Ordinance and the Waukesha County Zoning Code currently require that the lowest level of any residence must be at an elevation that is at least one (1) foot higher than the highest seasonal groundwater level, unless a variance from that requirement is obtained from the Waukesha County Board of Adjustment. Therefore, additional soil testing in the vicinity of any future proposed residence will be required to ensure compliance with this requirement. If the requirement regarding vertical separation distance from the highest seasonal groundwater level is modified by a future amendment to the Waukesha County Shoreland and Floodland Protection Ordinance, the requirement at the time of construction shall apply. All groundwater separation requirements set forth by the Town of Oconomowoc must also be complied with.
4. The owner of the land, states; no drain tiles have been found that exist on the property.
5. All survey monuments required for this site shall be placed prior to recording of the Certified Survey Map.
6. On October 7, 2019, the Town of Oconomowoc Plan Commission approved more than two accessory buildings on Lot 2 and approved an exception to the maximum accessory building footprint for parcels that have been designated Farmland Preservation in the County Development Plan and have been rezoned to the R-1 Residential District.
7. In order to demonstrate compliance with Farmland Preservation density requirements, a Deed Restriction was placed upon the property memorializing the developments rights of the entire 147 acre original parcel. Recorded on _____ as Document No. _____ in the Waukesha County Register of Deeds.
8. Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable water that is established under article IX, section 1, of the state constitution.



John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S-1820
Dated this 20th day of JULY, 2020

OWNER: DAVID G. ROBINSON

Instrument drafted by John R. Stigler

P.S. Oconomowoc 509A

CERTIFIED SURVEY MAP NO. _____

Sheet 10 of 10

All that part of the Southeast Quarter (SE ¼) and Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of Section 13 and the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section 13, Town 8 North, Range 17 East

TOWN OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

PRIMARY ENVIRONMENTAL CORRIDOR/WETLAND PRESERAVATION RESTRICTIONS

Those areas identified as a Primary Environmental Corridor/Wetland on Pages 1 and 2 of 9 of this Certified Survey Map shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner, and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, shall also be permitted.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited, unless grazing is conducted in order to manage invasive vegetation and approval is obtained by the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds are prohibited unless designed to enhance the natural environment. Ponds that may be permitted are subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.



John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S-1820
Dated this 20TH day of JULY, 2020

OWNER: DAVID G. ROBINSON

Instrument drafted by John R. Stigler

P.S. Oconomowoc 509A

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

CASH & INVESTMENTS

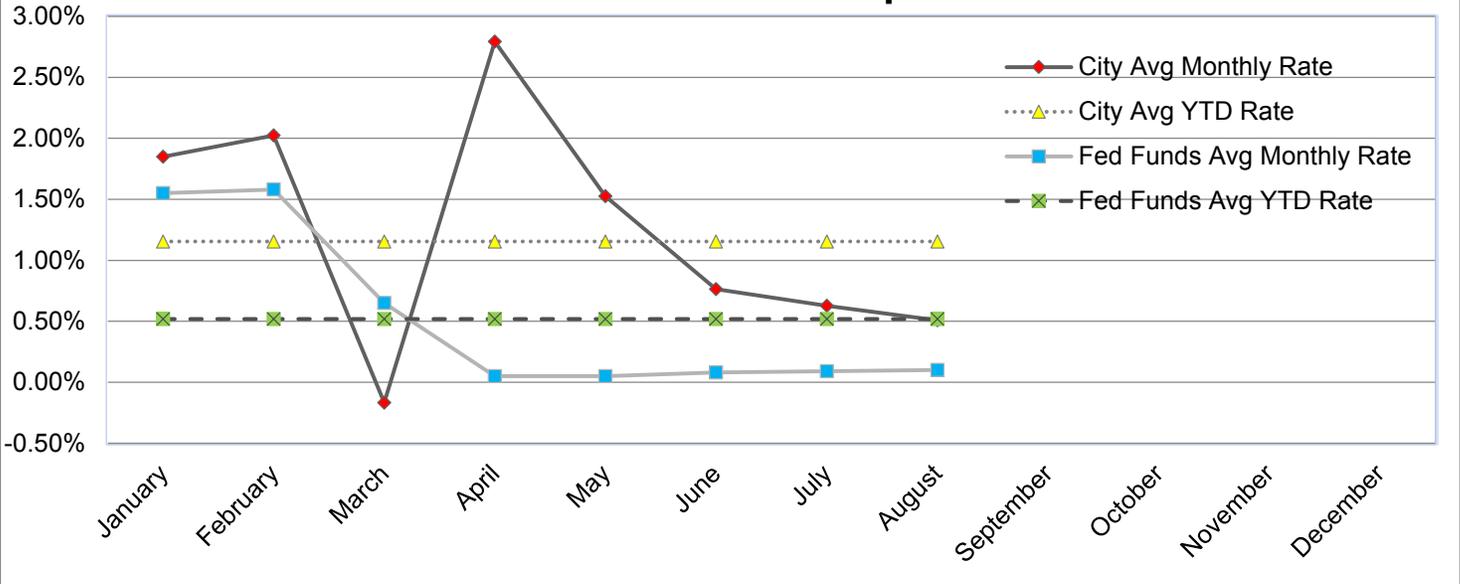
	Total	% of Portfolio	
State of Wisconsin LGIP	\$ 150,196.54	0.2%	
PMA Financial Network	41,386,889.50	62.0%	
DANA Investments	5,591,677.53	8.4%	
Certificates of Deposit	750,000.00	1.1%	
Checking/Municipal Sweep	11,559,044.31	17.3%	
Other ⁽¹⁾	36,441.99	0.1%	(1) Includes Library Trust Fund, Ambulance Billing
Internal Advances	7,266,833.89	10.9%	
Total	\$ 66,741,083.76	100.0%	

INTEREST REVENUE

	August Interest	YTD Interest	Average YTD Rate
State of Wisconsin LGIP	\$ 51.34	7,723.09	1.40%
Checking & Related Accts	2,009.88	74,191.86	0.91%
Other Investments	18,569.36	361,800.79	1.17%
Internal Advances	8,898.44	83,291.47	1.76%
Total	\$ 29,529.02	527,007.21	1.15%

Benchmark - Fed Funds 0.52%
 Benchmark - 6 Month Treasury Bill 0.52%

2020 Interest Rate Comparison



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

RECEIPTS

	Combined Checking
Cash Balance as of August 1	\$ 7,773,283.81
Utility Payments	\$ 3,100,476.42
Transfer from LGIP Investment Account	558,884.48
Property Taxes	312,298.45
Impact Fees	87,803.00
Recreational Enrollment Fees	50,998.01
Building / Electric/ Plumbing Permits	45,095.91
Police - Case 20-1727	45,000.00
Charter - Franchise Fees	34,313.41
Town of Oconomowoc	27,738.19
Commercial Condos	26,398.12
Room Tax	22,313.73
Fred's Sanitary Service	18,314.66
Municipal Court Fines/Rent	18,257.11
Town of Ixonia - Sanitary District	15,690.80
Miscellaneous Receipts	114,063.74
Total Receipts	\$ 4,477,646.03

DISBURSEMENTS

	Combined Checking
WPPI	\$ 2,032,209.10
Musson Bros Inc	845,558.10
Federal & FICA Payroll Taxes	193,549.35
Short Elliot & Hendrickson Inc	189,400.00
Department of Employee Trust Funds	185,403.08
WI Retirement	150,122.90
Pcard	145,732.08
WI Sales Tax Payment	100,724.80
John's Disposal Service Inc	85,149.23
Sewer Equipment of Illinois LLC	74,553.50
Silver Lake Sanitary District	64,107.42
State Withholding	57,081.98
General Communications	56,070.00
Demco Inc	44,283.07
Ruekert/Mielke Prof Services	40,023.90
Axiom Inc	37,713.08
Hendricksen & Company Inc	37,156.48
Brickline Inc	35,038.05
Bloom Companies LLC	30,755.97
State of WI - Deferred Comp	30,092.50
Baxter & Woodman	29,027.37
R&R Insurance Services Inc	25,015.00
Miscellaneous Disbursements	380,362.46
Total Disbursements	\$ 4,869,129.42
Payrolls	\$ 505,681.76
P-Card Paid from PMA	\$ (145,732.08)
Transfer from PMA Acct 101 to Checking	\$ (3,500,000.00)
Transfer from PMA Acct 408 to Checking	\$ (1,621,355.00)
Transfer to PMA - Taxes Acct 102	\$ 584,161.43
General Checking Account Balance as of August 31	\$ 11,559,044.31



Balance

Fund: 100 - GENERAL FUND

Assets

110 - CASH AND INVESTMENTS	12,696,022.97	
120 - TAXES AND RELATED RECEIVABLES	5,550.97	
130 - ACCOUNTS RECEIVABLE	274,455.61	
140 - SPECIAL ASSESSMENT RECEIVABLE	31,940.97	
150 - INTEREST RECEIVABLE	142,321.81	
160 - DUE FROM OTHER FUNDS	279,250.00	
181 - PREPAID ITEMS	6,500.00	
Total Assets:	13,436,042.33	<u>13,436,042.33</u>

Liability

210 - ACCOUNTS PAYABLE	7,598.40
220 - ACCRUED LIABILITIES	238,880.74
230 - DEPOSITS	368,795.57
240 - DUE TO OTHER GOVERNMENTS	70,944.78
260 - UNEARNED REVENUES	23,940.96
280 - SPECIAL ASSESSMENTS	31,940.97
Total Liability:	742,101.42

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
Total Beginning Equity:	10,292,084.32

Total Revenue	12,079,903.74
Total Expense	9,678,047.15
Revenues Over/Under Expenses	2,401,856.59

Total Equity and Current Surplus (Deficit): 12,693,940.91

Total Liabilities, Equity and Current Surplus (Deficit): 13,436,042.33



Department; Sourc...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
GENERAL FUND						
Revenue						
TAXES	8,215,052.00	8,215,052.00	2,245,440.98	8,090,635.37	-124,416.63	98.49 %
SPECIAL ASSESSMENTS	8,500.00	8,500.00	0.00	5,033.32	-3,466.68	59.22 %
INTERGOVERNMENTAL AID	1,772,987.00	1,772,987.00	7,925.90	1,192,901.33	-580,085.67	67.28 %
LICENSES AND PERMITS	655,900.00	655,900.00	81,519.52	474,714.10	-181,185.90	72.38 %
PENALTIES AND FINES	328,400.00	328,400.00	16,647.44	161,823.30	-166,576.70	49.28 %
PUBLIC CHARGES FOR SERVICES	1,126,323.00	1,126,323.00	58,066.64	830,401.33	-295,921.67	73.73 %
INTERFUND CHARGES FOR SERVICES	4,520.00	4,520.00	376.66	3,013.28	-1,506.72	66.67 %
MISCELLANEOUS REVENUES	419,113.00	469,495.40	979.96	256,781.71	-212,713.69	54.69 %
OTHER FINANCING SOURCES	1,667,354.00	1,667,354.00	128,950.00	1,064,600.00	-602,754.00	63.85 %
Revenue Total:	14,198,149.00	14,248,531.40	2,539,907.10	12,079,903.74	-2,168,627.66	84.78 %
Expense						
ELECTED OFFICIALS / ADMINISTRATION	421,935.97	421,935.97	11,761.80	735,125.68	-313,189.71	174.23 %
FINANCE DEPARTMENT	586,885.97	586,885.97	36,370.30	348,751.43	238,134.54	59.42 %
CITY CLERK DEPARTMENT	367,243.23	367,243.23	31,317.69	256,570.82	110,672.41	69.86 %
POLICE DEPARTMENT	4,090,923.11	4,102,279.48	305,164.90	2,512,549.51	1,589,729.97	61.25 %
FIRE DEPARTMENT	1,966,261.00	1,966,261.00	67,833.00	1,694,833.86	271,427.14	86.20 %
DEPARTMENT OF PUBLIC WORKS	3,113,376.98	3,149,556.98	269,124.41	1,960,112.94	1,189,444.04	62.23 %
LIBRARY	1,210,696.75	1,211,894.15	86,608.36	755,203.43	456,690.72	62.32 %
PARKS, RECREATION AND FORESTRY	2,011,246.06	2,020,431.06	172,888.06	1,155,264.45	865,166.61	57.18 %
PLANNING DEPARTMENT	262,420.82	262,420.82	19,283.55	159,054.46	103,366.36	60.61 %
BUREAU OF ECONOMIC DEVELOPMENT	167,159.47	300,059.47	12,090.46	100,580.57	199,478.90	33.52 %
Expense Total:	14,198,149.36	14,388,968.13	1,012,442.53	9,678,047.15	4,710,920.98	67.26 %
GENERAL FUND Surplus (Deficit):	-0.36	-140,436.73	1,527,464.57	2,401,856.59	2,542,293.32	-1,710.28 %
Report Surplus (Deficit):	-0.36	-140,436.73	1,527,464.57	2,401,856.59	2,542,293.32	-1,710.28 %



City of Oconomowoc, WI

Balance Sheet
Account Summary
 As Of 08/31/2020

Balance

Fund: 408 - CAPITAL IMPROVEMENTS

Assets

110 - CASH AND INVESTMENTS	10,123,441.80	
130 - ACCOUNTS RECEIVABLE	1,682,169.98	
Total Assets:	11,805,611.78	<u>11,805,611.78</u>

Liability

210 - ACCOUNTS PAYABLE	767,861.26	
260 - UNEARNED REVENUES	1,469,482.49	
Total Liability:	2,237,343.75	

Equity

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

Total Revenue	19,874,973.10	
Total Expense	7,462,402.13	
Revenues Over/Under Expenses	12,412,570.97	

Total Equity and Current Surplus (Deficit): 9,568,268.03

Total Liabilities, Equity and Current Surplus (Deficit): 11,805,611.78



Budget Report Group Summary

For Fiscal: 2020 Period Ending: 08/31/2020

Source;Divisio...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
CAPITAL IMPROVEMENTS						
Revenue						
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	62,186.00	952.50	21,070.10	-41,115.90	33.88 %
OTHER FINANCING SOURCES	2,180,000.00	2,300,000.00	0.00	17,746,500.00	15,446,500.00	771.59 %
Revenue Total:	4,493,603.00	4,619,589.00	952.50	19,874,973.10	15,255,384.10	430.23 %
Expense						
POLICE ADMINISTRATION	0.00	7,509,151.64	289,013.05	5,178,550.97	2,330,600.67	68.96 %
POLICE DISPATCH CENTER	0.00	548,853.78	58,704.09	94,883.66	453,970.12	17.29 %
POLICE OPERATIONS	139,000.00	139,000.00	9,020.98	146,013.66	-7,013.66	105.05 %
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	4,275,353.87	312,095.83	1,402,161.28	2,873,192.59	32.80 %
BRIDGES	110,000.00	119,062.85	9,932.08	13,404.58	105,658.27	11.26 %
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	44,283.07	69,798.07	10,485.00	86.94 %
PARKS/PLAYGROUNDS	205,835.00	273,689.00	5,759.37	43,076.81	230,612.19	15.74 %
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	0.00	18,834.40	-18,834.40	0.00 %
TRANSFER TO WATERSHED FUND	75,000.00	93,436.00	3,893.95	17,706.20	75,729.80	18.95 %
Expense Total:	4,437,403.00	14,133,395.96	732,702.42	7,462,402.13	6,670,993.83	52.80 %
CAPITAL IMPROVEMENTS Surplus (Deficit):	56,200.00	-9,513,806.96	-731,749.92	12,412,570.97	21,926,377.93	-130.47 %
Report Surplus (Deficit):	56,200.00	-9,513,806.96	-731,749.92	12,412,570.97	21,926,377.93	-130.47 %



Balance

Fund: 601 - WASTEWATER UTILITY

Assets

Class: 105 - CURRENT ASSETS

Table with 2 columns: Asset Description and Amount. Rows include 1051 - CASH & INVESTMENTS (4,391,007.12), 1052 - ACCOUNTS RECEIVABLE (366,487.85), 1053 - SPECIAL ASSESSMENT RECEIVABLE (913,086.95), 1054 - ACCRUED INTEREST (23,269.70), 1055 - DUE FROM OTHER FUNDS (4,728,341.00), 1058 - ADVANCES TO OTHER FUNDS (132,849.93), 1059 - DEFERRED CHARGES (48,300.00).

Total Class 105 - CURRENT ASSETS: 10,603,342.55

Class: 145 - RESTRICTED ASSETS

Table with 2 columns: Asset Description and Amount. Row includes 1451 - CASH & INVESTMENTS (11,055,855.95).

Total Class 145 - RESTRICTED ASSETS: 11,055,855.95

Class: 165 - NONCURRENT ASSETS

Table with 2 columns: Asset Description and Amount. Rows include 1653 - ADVANCES TO OTHER FUNDS (1,108,912.55), 1657 - OTHER ASSETS (183,385.00).

Total Class 165 - NONCURRENT ASSETS: 1,292,297.55

Class: 175 - CAPITAL ASSETS

Table with 2 columns: Asset Description and Amount. 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 (857,967.86), 1757 - ACCUMULATED DEPRECIATION (-24,762,894.39).

Total Class 175 - CAPITAL ASSETS: 38,136,334.34

Total Assets: 61,087,830.39

61,087,830.39

Liability

Class: 205 - CURRENT LIABILITIES

Table with 2 columns: Liability Description and Amount. Rows include 2052 - ACCRUED LIABILITIES (45,334.38), 2053 - ACCRUED INTEREST (1,599.07), 2057 - DEFERRED CREDITS (129,379.71), 2058 - GENERAL OBLIGATION DEBT (11,040.00).

Total Class 205 - CURRENT LIABILITIES: 187,353.16

Class: 255 - NONCURRENT LIABILITIES

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

Total Class 255 - NONCURRENT LIABILITIES: 37,260.00

Total Liability: 224,613.16

Equity

Class: 305 - NET POSITION

Table with 2 columns: Equity Description and Amount. Rows include 3055 - RESTRICTED FOR PLANT REPLACEMENT (11,055,855.95), 3057 - RESTRICTED FOR PENSION BENEFITS (183,385.00), 3059 - UNRESTRICTED (48,645,319.81).

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

Total Beginning Equity: 59,884,560.76

Total Revenue 3,400,805.66

Total Expense 2,422,149.19

Revenues Over/Under Expenses 978,656.47

Total Equity and Current Surplus (Deficit): 60,863,217.23

Total Liabilities, Equity and Current Surplus (Deficit): 61,087,830.39



RevClass;Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 601 - WASTEWATER UTILITY						
Revenue						
Source: 411 - OPERATING REVENUE						
6410 - RESIDENTIAL	1,801,000.00	1,801,000.00	153,455.60	1,240,781.81	-560,218.19	68.89 %
6411 - COMMERCIAL	862,000.00	862,000.00	85,878.55	572,397.59	-289,602.41	66.40 %
6414 - INDUSTRIAL	202,000.00	202,000.00	22,010.12	130,329.59	-71,670.41	64.52 %
6421 - SERVICE TO OTHER SYSTEMS	951,000.00	951,000.00	11,173.35	551,612.87	-399,387.13	58.00 %
6450 - OTHER OPERATING REVENUE	172,000.00	172,000.00	22,889.90	142,136.02	-29,863.98	82.64 %
Source: 411 - OPERATING REVENUE Total:	3,988,000.00	3,988,000.00	295,407.52	2,637,257.88	-1,350,742.12	66.13 %
Source: 412 - NON-OPERATING REVENUE						
8110 - INTEREST ON INVESTMENTS	480,400.00	480,400.00	22,935.51	249,745.60	-230,654.40	51.99 %
8113 - SEWER AVAILABILITY CHARGE	440,000.00	440,000.00	47,160.00	454,439.00	14,439.00	103.28 %
8114 - IMPACT FEES & SPECIAL ASSESSMENTS	35,200.00	35,200.00	1,623.00	57,422.00	22,222.00	163.13 %
8120 - UNREALIZED GAIN/LOSS	0.00	0.00	-5,588.47	34,051.89	34,051.89	0.00 %
8121 - REALIZED GAIN/LOSS	-50,000.00	-50,000.00	-5,041.62	-32,110.71	17,889.29	64.22 %
Source: 412 - NON-OPERATING REVENUE Total:	905,600.00	905,600.00	61,088.42	763,547.78	-142,052.22	84.31 %
Source: 414 - CONTRIBUTIONS AND TRANSFERS						
4210 - CONTRIBUTED INFRASTRUCTURE	730,000.00	730,000.00	0.00	0.00	-730,000.00	0.00 %
Source: 414 - CONTRIBUTIONS AND TRANSFERS Total:	730,000.00	730,000.00	0.00	0.00	-730,000.00	0.00 %
Revenue Total:	5,623,600.00	5,623,600.00	356,495.94	3,400,805.66	-2,222,794.34	60.47 %
Expense						
518 - ADMIN & GENERAL	2,333,924.28	2,340,640.93	179,253.42	1,502,537.03	838,103.90	64.19 %
519 - VEHICLES & EQUIPMENT	55,511.04	57,511.04	2,502.59	27,000.22	30,510.82	46.95 %
573 - DISTRIBUTION MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
575 - COLLECTION	348,251.47	348,251.47	23,792.55	181,353.46	166,898.01	52.08 %
576 - TREATMENT & DISPOSAL	1,440,250.01	1,493,091.01	82,961.35	605,638.78	887,452.23	40.56 %
578 - SANITARY DISTRICTS	2,456.04	2,456.04	72.04	870.24	1,585.80	35.43 %
580 - DEBT SERVICE	156,904.00	156,904.00	13,038.50	104,749.46	52,154.54	66.76 %
Expense Total:	4,337,296.84	4,398,854.49	301,620.45	2,422,149.19	1,976,705.30	55.06 %
Fund: 601 - WASTEWATER UTILITY Surplus (Deficit):	1,286,303.16	1,224,745.51	54,875.49	978,656.47	-246,089.04	79.91 %
Report Surplus (Deficit):	1,286,303.16	1,224,745.51	54,875.49	978,656.47	-246,089.04	79.91 %



Balance

Fund: 602 - WATER UTILITY

Assets

Class: 105 - CURRENT ASSETS

Table with 2 columns: Description and Amount. Rows include 1051 - CASH & INVESTMENTS (4,820,801.04), 1052 - ACCOUNTS RECEIVABLE (260,134.30), 1053 - SPECIAL ASSESSMENT RECEIVABLE (569,109.98), 1056 - PREPAID ITEMS (63,000.00), 1057 - INVENTORIES (75,724.49), 1059 - DEFERRED CHARGES (35,700.00).

Total Class 105 - CURRENT ASSETS: 5,824,469.81

Class: 145 - RESTRICTED ASSETS

Table with 2 columns: Description and Amount. Row includes 1451 - CASH & INVESTMENTS (229,227.31).

Total Class 145 - RESTRICTED ASSETS: 229,227.31

Class: 165 - NONCURRENT ASSETS

Table with 2 columns: Description and Amount. Row includes 1657 - OTHER ASSETS (495,498.07).

Total Class 165 - NONCURRENT ASSETS: 495,498.07

Class: 175 - CAPITAL ASSETS

Table with 2 columns: Description and Amount. Rows include 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 (419,991.23), 1757 - ACCUMULATED DEPRECIATION (-13,696,191.88).

Total Class 175 - CAPITAL ASSETS: 34,310,981.01

Total Assets: 40,860,176.20

40,860,176.20

Liability

Class: 205 - CURRENT LIABILITIES

Table with 2 columns: Description and Amount. Rows include 2051 - ACCOUNTS PAYABLE (2,448.46), 2052 - ACCRUED LIABILITIES (13,354.66), 2053 - ACCRUED INTEREST (27,797.75), 2054 - DEPOSITS (3,200.00), 2055 - ACCRUED TAXES (571,282.00), 2057 - DEFERRED CREDITS (513,538.72), 2058 - GENERAL OBLIGATION DEBT (8,160.00), 2059 - REVENUE BONDS (195,000.00), 2061 - ADVANCES FROM OTHER FUNDS (386,140.71).

Total Class 205 - CURRENT LIABILITIES: 1,720,922.30

Class: 255 - NONCURRENT LIABILITIES

Table with 2 columns: Description and Amount. Rows include 2553 - GENERAL OBLIGATION DEBT (2,257,540.00), 2556 - ADVANCES FROM OTHER FUNDS (1,873,102.11).

Total Class 255 - NONCURRENT LIABILITIES: 4,130,642.11

Total Liability: 5,851,564.41

Equity

Class: 305 - NET POSITION

Table with 2 columns: Description and Amount. Rows include 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 08/31/2020

	Balance
Total Revenue	2,518,126.17
Total Expense	<u>2,110,835.01</u>
Revenues Over/Under Expenses	407,291.16
Total Equity and Current Surplus (Deficit):	35,008,611.79
Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>40,860,176.20</u></u>



RevClass;Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 602 - WATER UTILITY						
Revenue						
Source: 411 - OPERATING REVENUE						
4600 - HYDRANT	1,000.00	1,000.00	544.70	732.90	-267.10	73.29 %
4610 - METERED SALES-RES MULTI FAMILY	1,448,000.00	185,000.00	18,758.03	141,856.60	-43,143.40	76.68 %
4611 - RESIDENTIAL	185,000.00	1,448,000.00	179,501.21	1,090,195.28	-357,804.72	75.29 %
4613 - COMMERCIAL	552,000.00	552,000.00	59,868.75	350,558.82	-201,441.18	63.51 %
4615 - INDUSTRIAL	120,000.00	120,000.00	12,904.02	76,401.87	-43,598.13	63.67 %
4620 - PUBLIC FIRE PROTECTION	814,000.00	814,000.00	66,918.44	542,664.00	-271,336.00	66.67 %
4630 - PRIVATE FIRE PROTECTION	105,000.00	105,000.00	9,439.00	73,030.33	-31,969.67	69.55 %
4700 - FOREFITED DISCOUNTS	5,500.00	5,500.00	0.00	1,336.68	-4,163.32	24.30 %
4710 - MISC SERVICE REVENUE	2,000.00	2,000.00	969.20	1,689.20	-310.80	84.46 %
4720 - RENTS FROM WATER PROPERTY	95,400.00	95,400.00	7,379.12	66,854.05	-28,545.95	70.08 %
4740 - OTHER WATER REVENUE	43,000.00	43,000.00	3,689.40	23,749.58	-19,250.42	55.23 %
Source: 411 - OPERATING REVENUE Total:	3,370,900.00	3,370,900.00	359,971.87	2,369,069.31	-1,001,830.69	70.28 %
Source: 412 - NON-OPERATING REVENUE						
4150 - REVENUE FROM JOBBING	6,000.00	6,000.00	0.00	1,263.26	-4,736.74	21.05 %
4190 - INTEREST	70,000.00	70,000.00	2,189.69	21,454.81	-48,545.19	30.65 %
4250 - MISC AMORT-REGULATORY LIABILITY	41,945.00	41,945.00	3,495.42	27,963.36	-13,981.64	66.67 %
4301 - IMPACT FEES & SPECIAL ASSESSMENTS	0.00	0.00	122.71	98,375.43	98,375.43	0.00 %
Source: 412 - NON-OPERATING REVENUE Total:	117,945.00	117,945.00	5,807.82	149,056.86	31,111.86	126.38 %
Source: 414 - CONTRIBUTIONS AND TRANSFERS						
4210 - CONTRIBUTED INFRASTRUCTURE	840,000.00	840,000.00	0.00	0.00	-840,000.00	0.00 %
Source: 414 - CONTRIBUTIONS AND TRANSFERS Total:	840,000.00	840,000.00	0.00	0.00	-840,000.00	0.00 %
Revenue Total:	4,328,845.00	4,328,845.00	365,779.69	2,518,126.17	-1,810,718.83	58.17 %
Expense						
516 - CUSTOMER SERVICE	76,627.69	76,627.69	5,859.20	46,122.91	30,504.78	60.19 %
517 - ADVERTISING / PUBLICITY	17,500.00	17,500.00	1,712.75	6,486.74	11,013.26	37.07 %
518 - ADMIN & GENERAL	660,738.99	660,738.99	49,250.69	390,463.85	270,275.14	59.10 %
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	17,732.44	136,418.17	97,937.40	58.21 %
533 - PUMPING MAINTENANCE	124,217.95	124,217.95	1,904.58	22,718.90	101,499.05	18.29 %
534 - TREATMENT OPERATIONS	86,154.18	86,154.18	8,486.12	55,477.93	30,676.25	64.39 %
535 - TREATMENT MAINTENANCE	25,551.63	25,551.63	743.15	10,300.94	15,250.69	40.31 %
572 - DISTRIBUTION OPERATIONS	284,795.06	284,795.06	28,388.23	142,249.41	142,545.65	49.95 %
573 - DISTRIBUTION MAINTENANCE	391,584.43	391,584.42	26,966.09	207,602.17	183,982.25	53.02 %
574 - GENERAL PLANT	29,933.21	29,933.21	6,195.49	30,189.99	-256.78	100.86 %
577 - MISCELLANEOUS EXPENSES	1,577,347.02	1,577,347.02	133,385.10	1,062,804.00	514,543.02	67.38 %
Expense Total:	3,513,805.73	3,513,805.72	280,623.84	2,110,835.01	1,402,970.71	60.07 %
Fund: 602 - WATER UTILITY Surplus (Deficit):	815,039.27	815,039.28	85,155.85	407,291.16	-407,748.12	49.97 %
Report Surplus (Deficit):	815,039.27	815,039.28	85,155.85	407,291.16	-407,748.12	49.97 %



Balance

Fund: 603 - ELECTRIC UTILITY

Assets

Class: 105 - CURRENT ASSETS

Table with 2 columns: Asset Description and Balance. Rows include 1051 - CASH & INVESTMENTS (10,822,070.06), 1052 - ACCOUNTS RECEIVABLE (2,770,591.20), 1054 - ACCRUED INTEREST (4,239.52), 1056 - PREPAID ITEMS (4,044.60), 1057 - INVENTORIES (1,355,873.01), 1058 - ADVANCES TO OTHER FUNDS (253,290.78), 1059 - DEFERRED CHARGES (87,675.00).

Total Class 105 - CURRENT ASSETS: 15,297,784.17

Class: 145 - RESTRICTED ASSETS

Table with 2 columns: Asset Description and Balance. Row includes 1451 - CASH & INVESTMENTS (38,873.14).

Total Class 145 - RESTRICTED ASSETS: 38,873.14

Class: 165 - NONCURRENT ASSETS

Table with 2 columns: Asset Description and Balance. Rows include 1653 - ADVANCES TO OTHER FUNDS (764,189.56), 1657 - OTHER ASSETS (374,648.00).

Total Class 165 - NONCURRENT ASSETS: 1,138,837.56

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 (3,692,941.15), 1757 - ACCUMULATED DEPRECIATION (-29,775,145.28).

Total Class 175 - CAPITAL ASSETS: 33,523,547.12

Total Assets: 49,999,041.99

49,999,041.99

Liability

Class: 205 - CURRENT LIABILITIES

Table with 2 columns: Liability Description and Balance. Rows include 2051 - ACCOUNTS PAYABLE (2,025,911.46), 2052 - ACCRUED LIABILITIES (140,136.39), 2053 - ACCRUED INTEREST (9,329.55), 2054 - DEPOSITS (38,873.14), 2055 - ACCRUED TAXES (774,118.00), 2056 - CUSTOMER ADVANCES FOR CONSTRUCTION (323,945.04), 2057 - DEFERRED CREDITS (314,715.53), 2058 - GENERAL OBLIGATION DEBT (20,040.00), 2059 - REVENUE BONDS (455,000.00).

Total Class 205 - CURRENT LIABILITIES: 4,102,069.11

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: 4,644,704.11

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 08/31/2020

	Balance
Total Revenue	16,064,829.13
Total Expense	<u>15,291,211.26</u>
Revenues Over/Under Expenses	773,617.87
Total Equity and Current Surplus (Deficit):	45,354,337.88
Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>49,999,041.99</u></u>



RevClass;Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 603 - ELECTRIC UTILITY						
Revenue						
Source: 411 - OPERATING REVENUE						
4400 - RESIDENTIAL	9,713,000.00	9,713,000.00	1,218,767.85	6,521,962.73	-3,191,037.27	67.15 %
4420 - COMMERCIAL	2,948,000.00	2,948,000.00	292,867.86	1,828,905.85	-1,119,094.15	62.04 %
4430 - LARGE COMMERCIAL/INDUSTRIAL	11,828,000.00	11,828,000.00	1,218,699.32	7,373,619.49	-4,454,380.51	62.34 %
4440 - STREET & YARD LIGHTING	313,000.00	313,000.00	22,863.56	176,782.56	-136,217.44	56.48 %
4500 - FOREFITED DISCOUNTS	45,000.00	45,000.00	0.00	8,891.68	-36,108.32	19.76 %
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	15,478.76	-6,121.24	71.66 %
4560 - OTHER ELECTRIC REVENUE	20,000.00	20,000.00	1,340.77	6,553.62	-13,446.38	32.77 %
Source: 411 - OPERATING REVENUE Total:	24,895,600.00	24,895,600.00	2,756,339.36	15,932,294.69	-8,963,305.31	64.00 %
Source: 412 - NON-OPERATING REVENUE						
4150 - REVENUE FROM JOBBING	60,000.00	60,000.00	0.00	1,152.69	-58,847.31	1.92 %
4190 - INTEREST	246,992.00	246,992.00	6,111.25	102,345.06	-144,646.94	41.44 %
4250 - MISC AMORT-REGULATORY LIABILITY	76,638.00	76,638.00	6,386.50	51,092.00	-25,546.00	66.67 %
Source: 412 - NON-OPERATING REVENUE Total:	383,630.00	383,630.00	12,497.75	154,589.75	-229,040.25	40.30 %
Source: 414 - CONTRIBUTIONS AND TRANSFERS						
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	0.00	-22,055.31	77,944.69	22.06 %
Source: 414 - CONTRIBUTIONS AND TRANSFERS Total:	100,000.00	100,000.00	0.00	-22,055.31	-122,055.31	22.06 %
Source: 473 - CAPITAL PROJECTS						
7000 - WORK ORDER CLEARING	0.00	0.00	0.00	0.00	0.00	0.00 %
Source: 473 - CAPITAL PROJECTS Total:	0.00	0.00	0.00	0.00	0.00	0.00 %
Revenue Total:	25,379,230.00	25,379,230.00	2,768,837.11	16,064,829.13	-9,314,400.87	63.30 %
Expense						
516 - CUSTOMER SERVICE	298,658.44	298,658.44	20,703.75	165,664.72	132,993.72	55.47 %
517 - ADVERTISING / PUBLICITY	13,700.00	13,700.00	367.74	1,197.95	12,502.05	8.74 %
518 - ADMIN & GENERAL	1,328,468.02	1,328,468.02	92,171.49	826,301.16	502,166.86	62.20 %
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	1,878,404.47	11,325,416.52	6,260,583.48	64.40 %
572 - DISTRIBUTION OPERATIONS	551,380.93	551,380.93	37,047.24	332,693.49	218,687.44	60.34 %
573 - DISTRIBUTION MAINTENANCE	834,618.13	852,118.13	49,034.73	554,869.72	297,248.41	65.12 %
574 - GENERAL PLANT	136,289.57	136,289.57	3,642.13	73,055.58	63,233.99	53.60 %
577 - MISCELLANEOUS EXPENSES	3,019,069.04	3,019,069.04	249,579.26	2,012,012.12	1,007,056.92	66.64 %
Expense Total:	23,768,184.13	23,785,684.13	2,330,950.81	15,291,211.26	8,494,472.87	64.29 %
Fund: 603 - ELECTRIC UTILITY Surplus (Deficit):	1,611,045.87	1,593,545.87	437,886.30	773,617.87	-819,928.00	48.55 %
Report Surplus (Deficit):	1,611,045.87	1,593,545.87	437,886.30	773,617.87	-819,928.00	48.55 %



MEMORANDUM

DEPARTMENT

Date: September 10, 2020
To: Finance Committee, City Council, Mayor Magnus
From: Laurie Sullivan, Finance Director
Re: Auditor Contract – 2 year extension

RELATES TO THE STRATEGIC PLAN

Strategic Goal-N/A

BACKGROUND

The City's Audit contract with Baker Tilly ends as of 12/31/20.

ADDITIONAL ANALYSIS

The City has engaged the services of Baker Tilly LLP for a three year period covering the 2017-2019 annual audits. This is the first new audit firm that the City has contracted with in over 25 years. What we have found is that it takes 2-3 years with a new audit firm to format a process that is efficient for both the auditors and City Staff. We are recommending that future Audit contracts are for a period of five years after which time, the City will issue RFP's for the next 5-year period. This change to five years will also allow the City to lock in pricing for a longer time period. We have been very satisfied with the services of Baker Tilly auditors.

FINANCIAL IMPACT

Baker Tilly has provided the following costs for the 2020 and 2021 Audits:

Two year engagement letter:

12/31/20 audit - \$31,750

12/31/21 audit - \$33,350

RECOMMENDATION

Staff recommends proceeding with the 2 year extension to the Baker Tilly Audit contract.

SUGGESTED MOTION

Motion to approve the two year extension of the contract with Baker Tilly, LLP for the 2020 and 2021 Audit year.

RESOLUTION NO. 20-R2891

**RESOLUTION APPROVING A TWO YEAR CONTRACT EXTENSION WITH BAKER TILLY, LLP
FOR 2020-2021 AUDIT SERVICES**

WHEREAS, the City of Oconomowoc has entered a contract with Baker Tilly, LLP for the annual audit of City Financial statements for the City of Oconomowoc for the years 2017 - 2019; and

WHEREAS, the contract with Baker Tilly expires on December 31, 2020; and

WHEREAS, the City intends to do five year Audit Contracts in the future and will require a Request for Proposals (RFP) for the Audit years beginning after 2021; and

WHEREAS, the Finance Committee recommends that the City extend the contract with Baker Tilly, LLP for a two year period.

NOW THEREFORE, BE IT HEREBY RESOLVED that the Audit Contract with Baker Tilly, LLP, be extended for two years for the 2020-2021 annual audits.

BE IT FURTHER RESOLVED, that the Oconomowoc Common Council authorizes staff to execute the contract extension with Baker Tilly, LLP for the 2020-2021 Audit periods in the amount of \$65,100.00.

DATED: September 15, 2020

CITY OF OCONOMOWOC

By: _____
Robert Magnus, Mayor

ATTEST:

Diane Coenen, City Clerk



MEMORANDUM

DEPARTMENT

Date: 8-12-2020

To: Tourism Commission
Finance Committee
City Council

From: Bob Duffy, Economic Development & Tourism

Re: Accommodations Tax Ordinance Amendment

RELATES TO THE STRATEGIC PLAN

Strategic Goal- III D Create Tourism Destination Initiatives

BACKGROUND

Since 1998, the City has had an Accommodations tax on lodging room nights. The current ordinance is at 6%, with a 1% credit for prompt reporting and tax payments to the City. These revenues are used by the City (46%), and to fund tourism promotion and development initiatives.

During the 2020 budget process, it was suggested to review and consider increasing the tax to the maximum amount allowed by Wisconsin Statutes. Staff has drafted the attached red line version of a proposed amendment to the accommodations tax (municipal code section 3.08) ordinance. It appears all the WI statute references are still valid. Given recent changes have also added short term rental and lodging marketplace which are now defined in the statute. Increased late penalty fee as recommended by finance. In addition, the tax would be increased to 8%, and elimination of the 1% credit for monthly reporting.

It is my intent to obtain a recommendation from the the Tourism Commission at their meeting on August 17th. The ordinance amendment, could then proceed to the finance committee either individually or in conjunction with the budget process. Have proposed an effective date of January 1st, consistent with the 2021 budget.

3.08 - ROOM TAX. (Cr. #86-0170)

- (1) Pursuant to §66.0615, Wis. Stats., for the privilege of furnishing at retail rooms or lodging to transients by hotel keepers, motel operators or other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations, a tax is hereby imposed upon the retailers at the rate of 8 percent of the gross receipts for the lease or rental of such accommodations, rooms or lodging within the City effective April 1, 2007. (Am. #07-O689) **January 1, 2021.**
- (2) In this section "hotel," "motel" **"short term rental"**, **"lodging marketplace"**, and "transient" have the meaning set forth in §77.52(2)(a)1., Wis. Stats.
- (3) Any tax so imposed shall not be subject to the selective sales tax imposed by §77.52(2)(a)1., Wis. Stats.
- (4) Each retailer, **short term rental, and/or lodging marketplace** engaged in furnishing such accommodations, rooms or lodging as defined in this section shall submit a monthly report to the City Treasurer's office showing the gross receipts from furnishing such accommodations, rooms or lodging, along with a copy of his/her State sales tax report for such business and the effective percentage tax for the gross receipts as reported by not later than the tenth of each month for the receipts of the preceding month.
- (5) ~~For collecting and reporting the room tax imposed on the retailer and the accounting connected therewith, retailers may deduct one percent of the total room tax payable each reporting period as administrative expenses if the payment of the taxes is not delinquent.~~
- (6) All unpaid taxes shall bear interest at the legal rate from the due date of the return. Failure to pay the tax or delinquent payment of such taxes shall be subject to a \$10.00 **25.00** late filing penalty in addition to the interest imposed herein.
- (7) If a false or fraudulent return is filed with the intent in either case to defeat or evade the tax imposed by this section, a penalty of 50 percent of the tax due shall be paid in addition to the tax interest and late filing penalty.
- (8) As a means of enforcing the collection of any room tax imposed under subsection (1), the City may:
 - (a) Whenever it has probable cause to believe that the correct amount of room tax has not been assessed or that the tax return is not correct, inspect and audit the financial records of any person subject to subsection (1) pertaining to the furnishing of accommodations to determine whether or not the correct amount of room tax is assessed and whether or not any room tax return is correct.
 - (b) Any person subject to subsection (1) who fails to comply with a request to inspect and audit the person's financial records under par. (a) shall be subject to a forfeiture of 5 percent of the tax determined under subsection (1) or par. (c).
 - (c) Determine the tax under subsection (1) according to its best judgment if any person required to make a return fails, neglects or refuses to do so for the amount in the manner and form and within the time prescribed by the City.
 - (d) Require each person who is subject to par. (c) to pay an amount of taxes the City determines to be due under par. (c), plus interest at the rate of one percent per month on the unpaid balance. No refund or modification of the payment determined may be granted until the person files a correct room tax return and permits the City to inspect and audit his/her financial records under par. (a).
 - (e) There is hereby imposed a forfeiture of 25 percent of the room tax due for the previous year under subsection (1), par. (c) or \$5,000.00, whichever is less, for failure to pay the tax under subsection (1).
- (9) The information obtained under subsection (8) shall be kept in confidence by those inspecting and auditing the financial records, unless such information is being used in the discharge of duties

imposed by law or of the duties of their office or by order of the court. Any person violating this subsection shall forfeit not less than \$100.00 nor more than \$500.00.



MEMORANDUM

PUBLIC WORKS

Date: September 15, 2020
To: Common Council
Public Services Committee
From: Mark Frye, Director of Public Works
Re: Approve Engineering Consultant for 2020 Collins Parking Lot Construction Management

RELATES TO THE STRATEGIC PLAN

Strategic Goal-
Section II: Improve and Maintain Our Infrastructure and Facilities
Part B: Maintain Our Existing Infrastructure

BACKGROUND

On September 1, 2020, the Common Council awarded the construction bid for the reconstruction of the Collins Street Parking Lot. The award was to Musson Brothers for a base bid in the amount of \$728,259.77, plus Alternate 1 in the amount of \$54,760.00, total bid of \$783,019.77 for the Collins Lot Reconstruction. A 10% contingency (\$78,301) is allowed for the construction with any expenditures exceeding the approved bid amount plus the contingency requiring Common Council approval. Net approved project cost of \$861,320.77.

A Request for Proposals was sent to the four firms that had submitted for the design portion of this project. This was done as we had the information of the firms and the task hours were provided to them. This allowed the City to receive proposals, review and score them and have a recommendation for the September 15 meeting.

The following tasks, and assigned hours was included in the RFP:

Task 1 Construction Management Services

The identified Construction Manager (CM) for the Project must be a P.E. with a minimum of 12 years experience in engineering and construction related experience. The CM will be responsible for the scheduling of the construction review and surveying services to match the Contractor's schedule. Additional responsibilities include submittal review and all permit and contractual requirements are adhered to. Any geotechnical work will be completed by others. Use 40 hours for review of submittals and 175 hours for the Construction Management portion of the task.

- General contract administration.
- Conduct weekly project progress meetings complete with agenda and meeting minutes.
- Review, approve, verify contract quantities and process pay requests from the Contractor.
- Review, approve, and process change orders as required.

- Prepare a project punch list and coordinate punch list completion with the City, City Utilities and contractor.
- Prepare and coordinate completion of project closeout documents.
- Meet with or address construction related concerns from businesses and residents.
- Attend meetings and provide any requested information regarding City of Oconomowoc Erosion Control Permit and Wisconsin Department of Natural Resources Permits.

Task 2 Construction Inspection Services

The primary person for this task must have a combined minimum of 10 years experience in engineering and construction review services with a minimum of 5 years of construction review. This person shall be on site for all construction activities. Use 375 hours for this task.

- Enforcement of all issued permits for the project.
- Monitor project and follow Emergency Action Plan in regards to State and OSHA Safe work practices and procedures.
- Review all materials on site to determine compliance with Contract Specifications.
- Confirm that all minimum separations between water main, sanitary sewer, and storm sewers are met.
- Review that proper techniques are used for the bedding of all buried infrastructure and backfill of trenches in accordance with the contract documents and City Specifications. The construction contractor is responsible for all compaction testing in the wetlands and has hired a consultant for this.
- Determine that all components are installed at the proper elevation and location as specified. Record all grades and pipe inverts during construction for record drawings and determine compliance with plans.
- Measure and track quantities as defined by the bidding documents.
- Attend and keep minutes of all job meetings.
- Complete all required erosion control inspections and reports with prompt notification to the contractor of non-compliance items.
- Provide digital construction reports by noon of the next normal work day for the previous day's work. Construction reports should include the following: description and digital drawings with notes shown on the construction plans of the work completed, unit quantity tracking, shop drawing approvals, test reports, individuals and equipment on site, measurements to accurately locate and determine length of all buried facilities, conflicts with other utilities, weather and site conditions. Reports may be requested sooner should there be construction issues.

Task 3 Construction Survey Services

This task will include the survey services necessary for the construction of the items listed under section III Projects List. Consultant shall plan to stake areas within the work zone as needed to complete the work. Consultant is responsible to work with the Contractor to minimize the number of times an area is staked and be efficient with the number of trips to the site for staking. Consultant must detail their approach to minimize staking and survey costs. Use 40 hours for survey data preparation and 100 hours for construction staking.

Task 4 Record Drawing Information

The design engineering consultant will provide the specifications for the formatting of the field information used for record drawings. Construction information will be recorded during the project and provided to the design engineer to complete the record drawings. There are no assigned hours for this as it is incidental to the inspection services.

Task 5 Miscellaneous Items and Administrative

Provide a listing of administrative costs and any items not specified in tasks 1 through 3 that your firm normally provides for construction management projects.

We utilize the hybrid QBS (Qualifications Based Selection) process to evaluate proposals. This hybrid evaluation process includes a technical evaluation consisting of 80% of points and cost evaluation consisting of 20% of points. The consultant with the highest combined total of points will be recommended to Council for approval with the not to exceed cost plus authorization for staff to execute a 10% contingency. Consultants may not perform construction management services for projects their firm designed.

ADDITIONAL ANALYSIS

Proposals were reviewed and scored by Mark Frye, Director of Public Works and David Stoiser, Assistant Director of Public Works. The scoring summary and the not-to-exceed cost information is shown below.

City of Oconomowoc									
Collins Street Parking Lot Construction Management									
September 15, 2020									
Technical Score									
	Total Points	Average Points	Rank						
Baxter and Woodman	183	91.5	1						
Collins Engineering	168	84	3						
SEH	163	81.5	4						
Vierbicher	175	87.5	2						
Total Possible Points	200	100.0							
Average Technical Score with Pricing Factor									
	Compliance with the RFP	Quality of the Response	Services to be Provided	Qualifications and Experience	Contract Cost Points	Total Points	Proposal Cost	% Cost Points	Rank
Baxter and Woodman	25.0	19.5	22.0	25.0	21.1	112.6	\$81,746.00	84%	1
Collins Engineering	18.0	20.0	21.0	25.0	19.4	103.4	\$88,880.00	78%	4
SEH	25.0	22.0	15.0	19.5	23.4	104.9	\$73,612.00	94%	3
Vierbicher	21.0	19.5	21.5	25.0	25.0	112.0	\$68,960.00	100%	2

Based on the City's review process, City Staff is recommending Baxter & Woodman for the Construction Management portion of the Collins Parking Lot Reconstruction project. Current City policy does not allow the design engineer to do the construction management. Baxter & Woodman did the design for the parking lot. Our recommendation is based on the following:

- The parking lot project cannot be done in phases
- The lot will be shut down for a minimum of 6 weeks
- The continuity of the design/construction management will minimize any potential lost time due to questions/issues
- Asphalt paving in late fall is difficult with the wet weather
- Any loss time will impact our ability to complete the project this year

FINANCIAL IMPACT

Based on the proposal received from Baxter and Woodman a Not-to-Exceed cost of \$81,746.00 plus a 10% contingency of \$8,174.00 for a total of \$89,920.00.

RECOMMENDATION

Public Services Committee: Motion to recommend to the Common Council acceptance of the proposal from Baxter and Woodman at a Not-to-Exceed cost of \$81,746.00 plus a 10% contingency of \$8,174.00 for a total of \$89,920.00.

SUGGESTED MOTION

Motion to approve Resolution 20-R2890 for the Collins Parking Lot Design Services for the Not-to-Exceed cost of \$81,746.00 plus a 10% contingency of \$8,174.00 for a total of \$89,920.00.

404.505.5355.210 #419507.01, TID #4 Design Engineering	\$81,746.00
404.505.5355.210 #419507.04, TID #4 Contingency	\$8,174.00

RESOLUTION NO. 20-R2890

**RESOLUTION AWARDING 2020 COLLINS PARKING LOT CONSTRUCTION
MANAGEMENT SERVICES**

WHEREAS, construction management services are required for the 2020 Collins Parking Lot Reconstruction; and

WHEREAS, Department of Public Works representatives prepared a Request for Proposal advertisement, published the same, and based thereon received four proposals; and

WHEREAS, City Staff followed Procurement Policy for professional services and used a combined approach to evaluate proposals by weighting 80% of the points for the technical evaluation and 20% for cost, so cost is incorporated as a factor; and

WHEREAS, based on the evaluation process completed by the Director of Public Works and Assistant Director of Public Works using the Technical and Cost points the final ranking of the four firms is as follows:

1. Baxter and Woodman
2. Vierbicher
3. SEH
4. Collins Engineering

WHEREAS, the proposal from Baxter and Woodman to complete the construction management services for the project in the amount of \$81,746.00 is recommended by the Public Services Committee and City Staff.

NOW THEREFORE, BE IT HEREBY RESOLVED the proposal of Baxter and Woodman in the amount of \$81,746.00 be and the same is hereby accepted, and appropriate City officials are authorized to enter into a contract with Baxter and Woodman for said work.

BE IT FURTHER RESOLVED this is a Not-to-Exceed price proposal with a 10% contingency of \$8,174.00 for a total cost of \$89,920.00.

BE IT FURTHER RESOLVED that the project cost will be allocated and charged to the following account numbers:

404.505.5355.210 #419507.01, TID #4 Design Engineering	\$81,746.00
404.505.5355.210 #419507.04, TID #4 Contingency	\$8,174.00

DATED: _____

CITY OF OCONOMOWOC

By: _____
Robert P. Magnus, Mayor

ATTEST:

Diane Coenen, Clerk

Planning Staff Report

Household Living Ordinance Amendment

City of Oconomowoc
Plan Commission – 9/9/20

Regarding Definition of Household Living (vacation rental) in the Zoning Ordinance

Summary: The City is requesting a Zoning Ordinance (Chapter 17) text amendment that would amend the definition of Household Living, to bring the City's definition into compliance and consistency with the Wis. State Statutes.

Property Identification: Text Amendment applies to all residential properties in the City.

Property Owner: N/A

Applicant: Jason Gallo – City Planner / Zoning Administrator
Oconomowoc City Hall
174 E. Wisconsin Avenue
Oconomowoc, WI 53066

History:

City Adopted the City Zoning Ordinance in 2012. At that time, the Ordinance allowed any residential property to be rented, as long as the rental was "month to month basis, with a minimum of 30 days".

Effective September 23, 2017, Governor Walker signed into law the 2017-2019 state budget (2017 Wisconsin Act 59). That state budget includes provisions relating to short-term rentals of residential dwellings in Wisconsin. In the legislation, Cities are prohibited from enacting or enforcing an ordinance that prohibits the rental of a residential dwelling for 7 consecutive days or longer.

Text Amendment Summary:

The City Zoning Ordinance when it comes to the number of days one can rent their home and the State Statute are not consistent. The City is required to follow State Law. The City can not be more restrictive than the State Law. The City Code stated that Household Living was a minimum of 30 days. With the State Law, that timeframe is reduced to a minimum of 7 days. People can legally rent their home to another party, as long as the minimum stay is 7 days.

Staff is recommending removing the language, "Tenancy is arranged on a month-to-month or longer basis, with a minimum of 30 days".

Planning Thoughts:

Planning originally placed the 30-day minimum rental requirement in the ordinance to discourage the vacation rentals. Planning staff received complaints regarding people renting their homes, particularly on bodies of water, to people less than 30-days. By requiring a minimum 30-day rental, the complaints regarding the transient occupants stopped.

With that said, City ordinances should always be consistent with State Statutes. In the Fall of 2017, the State required that communities allow rentals that are for 7 days or greater in duration, changing the City requirement of 30-day minimum to 7-day minimum.

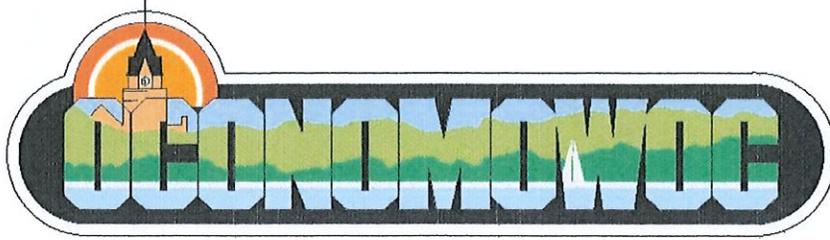
In short, all Wisconsin homeowners may now grant their houses, apartments, condominiums on a short-term basis for periods of one week (7 days) or longer. This text amendment does not specify the 7-day minimum requirement. As long as the number is in the State Statute and the City cannot be more restrictive than the State Statute, we will rely on the Statute - 66.1014(2)(a). If the State Statute changes, the City is therefore, not required to amend the Code. Since the City cannot be more restrictive than the State Law, this is the better way to regulate this use.

Recommendation:

Plan Commission ***recommend approval*** of the Zoning Ordinance text amendment to amend Section 17.903(1)(a) Definition of Household Living.

Submitted by: _____


Jason Gallo, AICP
City Planner / Zoning Administrator



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	\$ 425.00
	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: **AUGUST 12, 2020**

Project/Business Name: **HOUSEHOLD LIVING TEXT AMENDMENT**

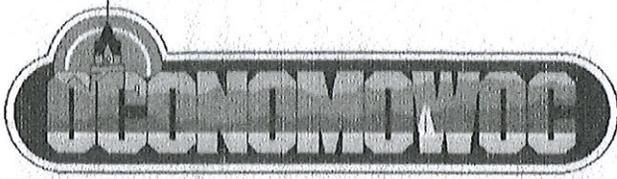
Address/Location: **CITY OF OCONOMOWOC / CITY HALL**

City, State, Zip Code: **174 E. WISCONSIN AVE. / OCONOMOWOC**

Proposed Use of Property: **ZONING ORDINANCE TEXT AMENDMENT**

Applicant: JASON GALLO, ZONING ADMIN.	Property Owner: N/A
Address: CITY HALL 174 E. WIS. 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.



STAFF RECOMMENDATION FORM

TYPE OF REQUEST: **TEXT AMENDMENT**

PROJECT NAME: **HOUSEHOLD LIVING TEXT AMENDMENT**
TAX KEY NO.: **N/A** **AMEND SECTION 17.903(1)(a)**
PROJECT ADDRESS/LOCATION: **N/A**

RECOMMENDATION SIGNATURES

CITY PLANNER: *[Signature]* Date: **8-14-20**

Comments:

CITY ENGINEER: *[Signature]* Date: **8-19-2020**

Comments:

DIRECTOR OF PUBLIC WORKS: *[Signature]* Date: **08.31.2020**

Comments:

WASTEWATER: *[Signature]* Date: **8-19-20**

Comments:

WATER: *[Signature]* Date: **8/18/20**

Comments:

ELECTRIC: *[Signature]* Date: **8/18/20**

Comments:

PARKS, RECREATION & FORESTRY: *[Signature]* Date: **8/18/20**

Comments:

POLICE CHIEF: *[Signature]* Date: **8/18/20**

Comments:

FIRE: *[Signature]* Date: **8-20-20**

Comments:

DIRECTOR OF FINANCE: *[Signature]* Date:

Comments: **Register Properties? Room tax collection.**

ECONOMIC DEVELOPMENT DIRECTOR: *[Signature]* Date: **8/18/20**

Comments:

**AN ORDINANCE TO REPEAL AND RECREATE CREATE §17.903 (1) (a)
OF THE CITY OF OCONOMOWOC MUNICIPAL CODE**

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

SECTION 1. Section 17.903 (1) (a) of the City of Oconomowoc Code of Ordinances is hereby repealed and recreate as follows:

(1) Residential Uses (a) Household Living: This use category is characterized by residential occupancy of a dwelling unit by a household. ~~Tenancy is arranged on a month-to-month or longer basis, with a minimum of 30 days.~~ Common accessory uses include recreational activities, raising of pets, gardens, personal storage buildings, hobbies, and parking of the occupants' vehicles. Specific use types include, but are not limited to:

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: _____

SUBCHAPTER 17-9: DEFINITIONS

EXISTING
ORDINANCE

Section 17.901 Rules of Construction and Definitions

In the construction of this Ordinance, the following rules shall be observed and applied, except where the context clearly indicates otherwise:

- (1) Words used in the present tense shall include the future.
- (2) Words used in the singular number shall include the plural number, and the plural the singular.
- (3) The words "shall", "must", and "will", are mandatory and not discretionary.
- (4) The word "may" is permissive.
- (5) All words not defined shall have their common meaning.
- (6) If there is any ambiguity between the text of this Ordinance and any caption or illustration, the text shall control.
- (7) All public officials, bodies, and agencies to which references are made are those of the City of Oconomowoc unless otherwise indicated.

Section 17.902 Interpretations

The Zoning Administrator has final authority to determine the interpretation or usage of terms used in this Zoning Ordinance. Any person may request an interpretation of any term by submitting a written request to the Zoning Administrator who shall respond in writing within 30 days.

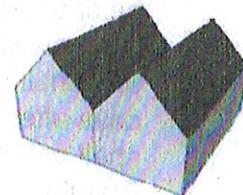
Section 17.903 Definitions of General Use Categories and Specific Use Types

This Section defines the general use categories and specific use types listed within the *Table of Allowable Uses*.

(1) Residential Uses

(a) **Household Living:** This use category is characterized by residential occupancy of a dwelling unit by a household. Tenancy is arranged on a month-to-month or longer basis, with a minimum of 30-days. Common accessory uses include recreational activities, raising of pets, gardens, personal storage buildings, hobbies, and parking of the occupants' vehicles. Specific use types include, but are not limited to:

1. **Dwelling, Duplex:** A structure containing two (2) dwelling units, each of which has access to the outside.
2. **Dwelling, Live/Work:** A structure or portion of a structure: (1) that combines a commercial or manufacturing activity that is allowed in the zone with a residential living space for the owner of the commercial or manufacturing business, or the owner's employee, and that person's household; (2) where the resident owner or employee of the business is responsible for the commercial or manufacturing activity performed.



Dwelling, Duplex

66.1014 Limits on residential dwelling rental prohibited.**(1)** In this section:

(a) "Political subdivision" means any city, village, town, or county.

(b) "Residential dwelling" means any building, structure, or part of the building or structure, that is used or intended to be used as a home, residence, or sleeping place by one person or by 2 or more persons maintaining a common household, to the exclusion of all others.

(2)

(a) Subject par. (d), a political subdivision may not enact or enforce an ordinance that prohibits the rental of a residential dwelling for 7 consecutive days or longer.

(b) If a political subdivision has in effect on September 23, 2017, an ordinance that is inconsistent with par. (a) or (d), the ordinance does not apply and may not be enforced.

(c) Nothing in this subsection limits the authority of a political subdivision to enact an ordinance regulating the rental of a residential dwelling in a manner that is not inconsistent with the provisions of pars. (a) and (d).

(d)

1. If a residential dwelling is rented for periods of more than 6 but fewer than 29 consecutive days, a political subdivision may limit the total number of days within any consecutive 365-day period that the dwelling may be rented to no fewer than 180 days. The political subdivision may not specify the period of time during which the residential dwelling may be rented, but the political subdivision may require that the maximum number of allowable rental days within a 365-day period must run consecutively. A person who rents the person's residential dwelling shall notify the clerk of the political subdivision in writing when the first rental within a 365-day period begins.

2. Any person who maintains, manages, or operates a short-term rental, as defined in s. 66.0615 (1) (dk), for more than 10 nights each year, shall do all of the following:

- a. Obtain from the department of agriculture, trade and consumer protection a license as a tourist rooming house, as defined in s. 97.01 (15k).
- b. Obtain from a political subdivision a license for conducting such activities, if a political subdivision enacts an ordinance requiring such a person to obtain a license.

History: 2017 a. 59.

Planning Staff Report

City of Oconomowoc
Plan Commission –9/9/2020

Pabst Farms Land Division

Certified Survey Map

Summary: The applicant submitted a certified survey map to redivide an existing lot into one developable lot and two outlots, located at the NE corner of Valley Road and Old Schoolhouse Road. There is also the dedication of 1.5 acres for the future public right-of-way for Hackney Way.

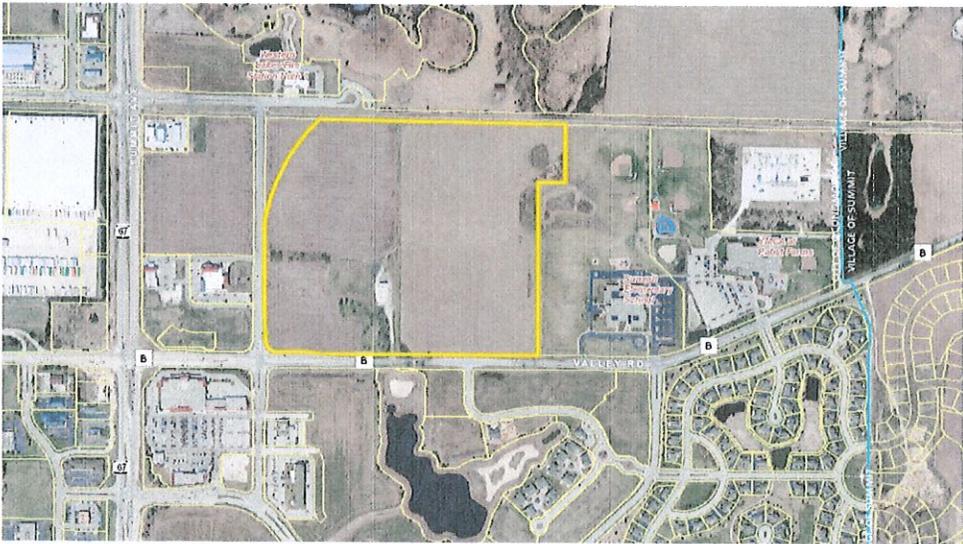
Property Location: NE Corner of Valley Road and Old Schoolhouse Road
Tax Key Number OCOC 0616.999.007

Property Owners: Polly's Washtub Land South, LLC
330 E. Kilbourn Avenue, Suite #600 South
Milwaukee, WI 53202

Applicant: Mandel Group
Emily Cialdini
330 E. Kilbourn Ave, Suite 600 South
Milwaukee, WI 53202

Existing Zonings: Lot 1 – RMH- Zoning District

Existing Parcel Size: 34 acres



Location Map

CSM Review:

Purpose

This certified survey map is to divide the existing 34 acre parcel into different parts including, one 25.08 acres site which will become a future apartment development, one area is the dedication of 1.5 acres for the future public right-of-way for Hackney Way and outlots that are 3.3 acres and 6.0 acres for stormwater management purposes.

History

The City Plan Commission and Common Council approved the certified survey map to create this parcel in April of 2020. At that time, it was stated that the engineering for the stormwater was not complete. The applicant was aware that the parcel was going to be redivided in the near future to create required outlots for the stormwater ponds. Since then the engineering has been finalized and the revisions to the CSM, creating the outlots has been completed.

Final Thoughts:

Planning staff has no concerns with the proposed land division. The site was reviewed for technical concerns and those comments have been addressed. Easements will be submitted for the lots by a separate document. Staff will wait for the easements to be submitted prior to release of any building permits.

Recommendation:

Plan Commission **recommend approval** for the Certified Survey Map for Pabst Farms at the NE corner of Valley Road and Old Schoolhouse Road.

Submitted by: _____


Jason Gallo, AICP
City Planner/Zoning Administrator

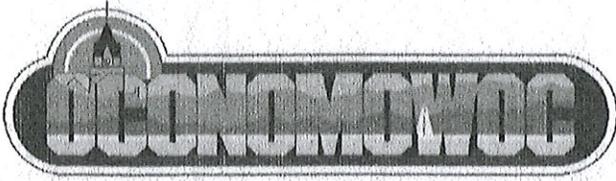


Development Application

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
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	Variance	\$ 425.00
	Special Exceptions	\$ 425.00
	Appeals of Zoning Administrator	\$ 300.00
	Zoning Map Amendment (From _____ To _____)	\$ 425.00
	Zoning Text Amendment	\$ 425.00
	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
x	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 & City Attorney) will be charged back to the applicant. The Applicant will receive monthly invoices of payments due.</p>		
<p>Date: 7/20/2020</p>		
<p>Project/Business Name: Pabst Farms Apartments LLC</p>		
<p>Address/Location: 330 E Kilbourn Ave, STE 600 South</p>		
<p>City, State, Zip Code: Milwaukee, WI 53202</p>		
<p>Proposed Use of Property: Multi-family apartments</p>		
<p>Applicant: Pabst Farms Apartments LLC</p>		<p>Property Owner: Polly's Washtub Land South LLC</p>
<p>Address: 330 E Kilbourn Ave, STE 600 South</p>		<p>Address: 330 E Kilbourn Ave, STE 600 South</p>
<p>City/State/Zip: Milwaukee, WI 53202</p>		<p>City/State/Zip: Milwaukee, WI 53202</p>
<p>Phone: 262-305-2940</p>		<p>Phone: 262-305-2940</p>
<p>E-mail: ecialdini@mandelgroup.com</p>		<p>E-mail: ecialdini@mandelgroup.com</p>
<p>Signature: <i>Emily Cialdini</i></p>		<p>Signature: <i>Emily Cialdini</i></p>

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.



STAFF RECOMMENDATION FORM

TYPE OF REQUEST:

CERTIFIED SURVEY

PROJECT NAME:

HACKNEY HOUSE APARTMENTS

TAX KEY NO.:

PROJECT ADDRESS/LOCATION:

NORTH SIDE
VALLEY ROAD / EAST OF OLD SCHOOLHOUSE RD

RECOMMENDATION SIGNATURES

CITY PLANNER:

Date:

8-14-20

Comments:

CITY ENGINEER:

Date:

8-20-2020

Comments:

DIRECTOR OF PUBLIC WORKS:

Date:

08.31.2020

Comments:

WASTEWATER:

Date:

8/31/20

Comments:

WATER:

Date:

8/31/20

Comments:

ELECTRIC:

Date:

8/18/20

Comments:

PARKS, RECREATION & FORESTRY:

Date:

8/18/20

Comments:

POLICE CHIEF:

Date:

8/18/20

Comments:

FIRE:

Date:

8-20-20

Comments:

DIRECTOR OF FINANCE:

Date:

8/18/20

Comments:

ECONOMIC DEVELOPMENT DIRECTOR:

Date:

8/18/20

Comments:

July 20, 2020

Jason Gallo, AICP
City Planner / Zoning Administrator
City of Oconomowoc
174 E. Wisconsin Ave
Oconomowoc, WI 53066



Dear Mr. Gallo:

Pabst Farms Apartments LLC, an affiliate of Mandel Group, Inc. ("Mandel") is pleased to present for technical review our draft Certified Survey Map which creates the Stormwater Outlot to be dedicated to the Pabst Farms Joint Stormwater District as a community stormwater facility.

The 10 foot access easement on the east side of the west property boundary will be granted to the PFJSD by Pabst Farms Apartments LLC for the benefit of accessing the stormwater outlot from Hackney Way public road. An additional 10 feet will be granted to the PFJSD by Pabst Farms Land Co II LLC. I am in discussions with Pabst Farms Land Co II LLC with regard to dedicating this easement. Draft easements to be recorded against both properties will be provided for PFJSD and City review and approval.

The 20 foot maintenance access and maintenance easement will be granted to Pabst Farms Apartments LLC by the PJFSD. This easement will allow Pabst Farms Apartments residents and staff the ability to traverse the outlot on the Lake County Bike Trail connector path. It will also obligate Pabst Farms Apartments LLC to maintain the connector path.

We have named the public road Hackney Way. As discussed at prior meeting with City staff, Plan Commission and Architecture Commission, the apartment development will be branded Hackney House Apartments. The naming nods to the history of the site as a former Pabst family horse farm. One of Fred Pabst's favorite horse breeds was the hackney horse. Pabst Farms Development Inc. is reviewing the road name. I will follow up with any commentary I receive from them.

Thank you for your review and consideration of our CSM. Please let me know any comments.

Very Truly Yours,

CERTIFIED SURVEY MAP NO. _____

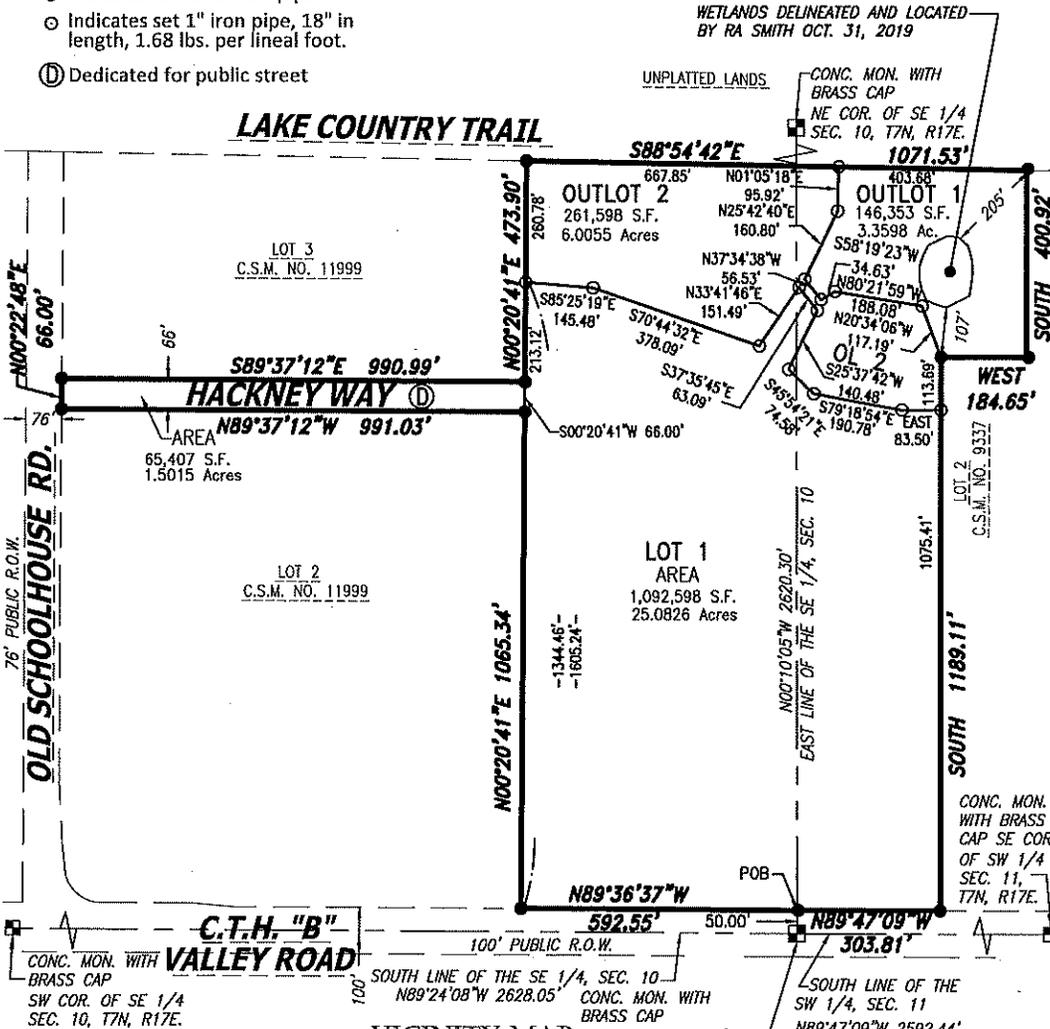
A redivision of Lot 1 and Outlot 1 of Certified Survey Map No. 11999, in the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 10 and the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 11 in Township 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

Owner/Subdivider: POLLY'S WASHTUB LAND SOUTH, LLC
 330 E. Kilbourn Ave, Suite#600 South
 Milwaukee, WI 53202

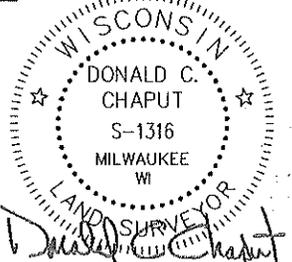
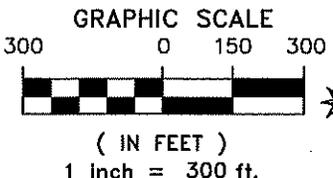
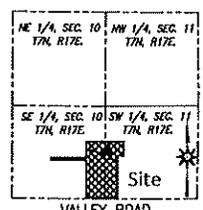
Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone) NAD 27, in which the East line of the Southeast 1/4 of Section 10, Township 7 North, Range 17 East, bears N00°10'05"W.

LEGEND

- Indicates found 1" iron pipe
- Indicates set 1" iron pipe, 18" in length, 1.68 lbs. per lineal foot.
- Ⓧ Dedicated for public street



VICINITY MAP



CHAPUT LAND SURVEYS LLC
 234 W. FLORIDA STREET
 MILWAUKEE, WI 53204
 414-224-8068
 www.chaputlandsurveys.com

Rev. Aug 17, 2020

This instrument was drafted by Donald C. Chaput
 Professional Land Surveyor S-1316

Date: July 14, 2020
 Drawing No. 3173.02-far
 Sheet 1 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Outlot 1 of Certified Survey Map No. 11999, in the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 10 and the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 11 in Township 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

SURVEYORS CERTIFICATE

STATE OF WISCONSIN}
:SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, a professional land surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a redivision of Lot 1 and Outlot 1 of Certified Survey Map No. 11999, in the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 10 and the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 11 in Township 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin, bounded and described as follows:

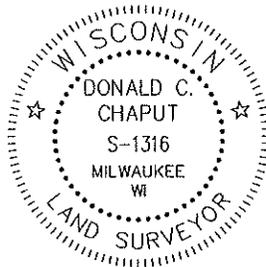
Commencing at the Southeast corner of the Southeast 1/4 of said Section 10; thence North 00°10'05" West 50.00 feet to a point on the North line of Valley Road and point of the beginning of lands hereinafter described; thence North 89°36'37" West along said North line 592.55 feet to a point on the West line of Lot 1 of Certified Survey Map No. 11999; thence North 00°20'41" East along said West line 1065.34 feet to a point on the South line of aforesaid Outlot 1; thence North 89°37'12" West along said South line 991.03 feet to a point on the East line of Old School Road; thence North 00°22'48" East along said East line 66.00 feet to a point on the North line of said Outlot 1; thence South 89°37'12" East along said North line 990.99 feet to a point on the West line of said Lot 1; thence North 00°20'41" East along said West line 473.90 feet to a point on the North line of said Lot 1; thence South 88°54'42" East along said North line 1071.53 feet to a point on the East line said Lot 1; thence due South along said East line 400.92 feet to a point; thence due West along said East line 184.65 feet to a point; thence due South along said East line 1189.11 feet to the North line of said Valley Road; thence North 89°47'09" West along said North line 303.81 feet to the point of beginning. Said land contains 1,565,956 square feet, or 35.9494 acres.

THAT I have made the survey, land division and map by the direction of POLLY'S WASHTUB LAND SOUTH, LLC, owner of said land.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes, the Land Division Ordinance of the City of Oconomowoc in surveying, dividing and mapping the same.

July 14, 2020
DATE



Handwritten signature of Donald C. Chaput and printed name: DONALD C. CHAPUT PROFESSIONAL LAND SURVEYOR S-1316

CHAPUT LAND SURVEYS LLC
234 W. FLORIDA STREET
MILWAUKEE, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Rev. Aug 17, 2020
Date: July 14, 2020
Drawing No. 3173.02-far
Sheet 2 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Outlot 1 of Certified Survey Map No. 11999, in the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 10 and the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 11 in Township 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

POLLY'S WASHTUB LAND SOUTH, LLC, a Wisconsin limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said limited liability company caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the City of Oconomowoc.

POLLY'S WASHTUB LAND SOUTH, LLC, as owner, does further certify that this map is required by S.236.20 or S.236.12 to be submitted to the following for approval or objection: City of Oconomowoc.

IN WITNESS WHEREOF, the POLLY'S WASHTUB LAND SOUTH, LLC has caused these presents to be signed by the hand of _____, on this _____, day of _____, 2020.

In the presence of: POLLY'S WASHTUB LAND SOUTH, LLC

STATE OF _____ }
 } :SS
COUNTY }

Personally came before me this _____ day of _____, 2020, _____, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public,
State of Wisconsin
My commission expires _____
My commission is permanent



This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Rev. Aug 17, 2020
Date: July 14, 2020
Drawing No. 3173.02-far
Sheet 3 of 4 Sheets

CERTIFIED SURVEY MAP NO. _____

A redivision of Lot 1 and Outlot 1 of Certified Survey Map No. 11999, in the Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 10 and the Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 11 in Township 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

Park Bank N.A., a corporation duly organized and existing by virtue of the laws of the State of _____, mortgagee of the above described land, consents to the surveying, dedicating, dividing and mapping of the land described in the foregoing affidavit of Donald C. Chaput, surveyor, and consents to the above certificate of POLLY'S WASHTUB LAND SOUTH, LLC, owner.

In Witness Whereof, the _____, has caused these presents to be signed by _____, its _____, at _____, this _____ day of _____, 2020.

In the presence of:

(Witness) (print name)

STATE OF _____)
_____) : SS
_____ COUNTY)

Personally came before me this _____ day of _____, 2020, _____ of the above named corporation, to me known as the person who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such officers as the deed of the corporation, by its authority.

(Notary Seal) _____
Notary Public State of _____
My commission expires,
My commission is permanent.

PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of Oconomowoc on this _____ day of _____, 2020.

ROBERT P. MAGNUS, CHAIRPERSON

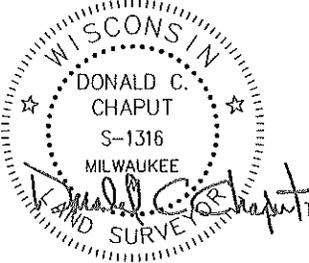
CHRIS DEHNERT, SECRETARY

COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED and dedicated by the Common Council of the City of Oconomowoc in accordance with the Resolution adopted on, this _____ day of _____, 2020.

ROBERT P. MAGNUS, MAYOR

DIANE COENEN, CLERK



This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Rev. Aug 17, 2020
Date: July 14, 2020
Drawing No. 3173.02-far
Sheet 4 of 4 Sheets

Municipal LAW

& L I T I G A T I O N G R O U P

DALE W. ARENZ, RETIRED
DONALD S. MOLTER, JR., RETIRED
JOHN P. MACY
H. STANLEY RIFFLE
COURT COMMISSIONER
ERIC J. LARSON
REMZY D. BITAR

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
Telephone (262) 548-1340
Direct Dial (262) 806-0214
Facsimile (262) 548-9211
Email: sriffle@ammr.net

PAUL E. ALEXY
MATTEO REGINATO
LUKE A. MARTELL
SAMANTHA R. SCHMID
STEPHEN J. CENTINARIO, JR.
AMY E. FRY-GALOW
CHRISTOPHER SCHULZ
ANTHONY GARCIA
SADIE R. ZURFLUH

September 11, 2020

MEMO

To: Mayor and Common Council
Re: Municipal Court Lease

Mayor and Alderpersons:

The new draft Municipal Court lease is attached for your review in advance of the September 15 Common Council meeting. I understand that the rationale behind rent is that matches the pro-rata cost of the square footage build-out of Court space over the 20-year bond schedule. The Common Area charges will be calculated based upon actual pro-rata costs of maintenance and utilities. The remaining provisions are largely carryover of current lease provisions.

Although this has been shared with the Court for some time, I first heard from the Court's lawyer (a familiar name – John Fuchs) on Tuesday. John and I have had some discussions, but he has not been able to fully vet the draft with the Court's leadership. Accordingly, assuming the Council is accepting of this draft lease, I would ask that the Council also allow minor changes so long as they are non-substantive (i.e. no changes to monetary provisions) and are acceptable to me and the involved department heads. Alternatively, we would allow the Court to move in without a lease, and I could bring any revisions back to the Council in October for further discussion, approval and retroactive application.

LEASE

THIS LEASE is entered into as of the ____ day of _____ 2020, by and between the City of Oconomowoc, a Wisconsin municipal corporation (the "City"), and the Lake Country Municipal Court, a multi-jurisdictional municipal court of which the City of Oconomowoc is a member (the "Court").

RECITALS

WHEREAS, the City is the owner of property commonly known as Oconomowoc Public Safety Facility located at 630 East Wisconsin Avenue, Oconomowoc, Wisconsin; and

WHEREAS, the parties desire that there be a written lease arrangement for lease of specific areas of the Oconomowoc Public Safety Facility including dedicated Court Administrative Offices and Storage Area on a daily basis, periodic use of the Main Assembly Room for the conduct of Court proceedings and pretrial conferences during specific times and use of Common Areas, all as depicted on Exhibit A; and

WHEREAS, the City has agreed to lease to the Court, and the Court has agreed to lease from the City, the Oconomowoc Public Safety Facility space described below.

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

1. Grant. The City leases to the Court the following space within Oconomowoc Public Safety Facility located at 630 East Wisconsin Avenue, Oconomowoc, Wisconsin:

- a. Main Assembly and Conference Rooms
- b. Court Administrative Offices and Storage Area
- c. Common Areas

2. Occupancy and Use. The Court agrees to use the premises solely for the following purposes and during the following times:

- a. Main Assembly and Conference Rooms, for the purpose of conducting court on Friday of each week together with an additional four Thursdays per month.
- b. Court Administrative Offices and Storage: daily.

c. Common Areas: daily.

3. Restrictions on Use. The Court agrees to use the premises solely for the purpose of providing court service and court functions to the public pursuant to all rules and regulations prescribed by the City. The City and its employees shall at all times have access to the premises in the performance of their assigned duties. The City agrees to permit the Court to have access to and use all Common Areas so long as such use does not constitute a fire or safety hazard, or interfere with the City's use of such corridors, stairways and bathrooms or violate any federal, state or local laws, rules or regulations prescribed by the City. City personnel shall not be permitted to enter Court Administrative Offices and Storage when unoccupied without Court permission.

4. Term. The initial term of this lease shall commence retroactively on September 1, 2020, and shall terminate on December 31, 2040. After the termination of the initial term hereof, this lease shall renew itself from year to year unless either party notifies the other in writing on or before the 31st day of August in the year in which expiration of this lease is desired.

5. Rent. The Court agrees to pay the City during the initial term of this lease annual rent in the amount of Thirty-Four Thousand Five Hundred and No/100 (\$34,500.00) Dollars beginning on September 1, 2020. Rent shall be paid monthly in advance to the Finance Director.

6. Common Areas and Utilities. During the term of this lease, the City shall supply the leased premises with a reasonable amount of ventilation, air conditioning and heating as required by the season, but in no event more than the City customarily provides in Oconomowoc Public Safety Facility for the use of the premises, during the hours of 8:00 am. until 5:00 p.m. every Monday through Friday except for legal holidays. The City shall also provide its usual light, electrical power and water, as now installed. The City shall provide snowplowing and general maintenance for the parking lot and entrance areas. Any routine repair work needed on the leased premises shall be provided by the City at no expense to the Court. The City does not warrant that any of the services mentioned above will be free from interruptions caused by repairs, improvements, accidents or other causes beyond the reasonable control of the City, Notwithstanding the foregoing, the City agrees to make all reasonable efforts to restore utility services in the event of an interruption as soon as possible.

The Court shall pay to the City during the first year of this lease annual Common Area Charges and parking lot maintenance in the amount of Fourteen Thousand One Hundred and Eighty Eight (\$14,188.00) Dollars beginning on October 1, 2020. The Common Area charges shall represent payment for the Court's pro-rata share of expenses associated with utilities, upkeep and maintenance for the leased premises, janitorial services, and supplies, as detailed in the pro-

forma attached hereto as Exhibit B, together with the pro-rata share of parking lot maintenance at the rate of \$0.094 per square foot. The Common Area Charges shall be paid in monthly installments of \$1182.33 in advance to the Finance Director.

The Common Area Charges shall be adjusted annually, , effective on January 1 of each year, to reflect the Court's actual pro-rata share of expenses. The increase will be determined using the actual costs of maintenance and utilities for the previous year ending in June. Notification of increase will be given to the Court no later than July 31 of each year.

7. Furniture, Fixtures and Equipment. The Court shall supply all FF&E in the Court Administrative Offices and Storage Area. The City shall provide all FF&E in the Main Assembly Room, with the exception of the following:

- a. Bench and Counsel Tables, which shall be constructed/supplied at the Court's expense to specifications on file with the City.
- b. Audio, telephone, television and recording equipment in the Main Assembly Room.

8. Signage. The Court shall be permitted to erect an exterior monument sign of design and location reasonably acceptable to the City. The Court shall be responsible for the full costs of its monument sign and one-half of the cost of two (2) entrance signs.

9. Covenant of Quiet Enjoyment. The City covenants and agrees that the Court, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the premises (subject to the provisions of this lease) without hindrance or interference by the City or by any person or persons claiming under the City.

- a. Use of Main Assembly and Conference Rooms. The Court shall be responsible for set up of the Main Assembly and Conference Rooms for conduct of all Court proceedings. Upon completion of each Court session, the Court shall restore the room its prior condition.
- b. Any damage to the premises caused by Court personnel or invitees shall be repaired at the Court's expense.

10. Alterations and Additions. Except as specifically provided herein, the Court shall not make alterations, additions and improvements to the premises without first obtaining the prior

written consent of the City.

11. Duty to Maintain Premises. The Court shall surrender the Leased premises upon termination of this Lease in the condition it was in prior to the Court's use, ordinary wear and tear excepted. The City shall be responsible for maintaining and repairing the structural components of the premises except to the extent such structural components are damaged by the Court, its agents, employees or invitees. The Court agrees to promptly notify the City of any observed structural defects.

12. Insurance. The Court shall procure and maintain at its own expense during the term of this Lease the types and amounts of insurance as shall be required by the City's risk manager, with insurance companies authorized to do business in Wisconsin. The City shall be named as an additional insured on all such policies. The insurance protection furnished by it hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the provisions of this Agreement. This obligation may be fulfilled by the City, at its sole option, adding the Court as a co-insured under its policy, in which case the Court shall be responsible for the co-insurance premium.

13. Indemnification. The Court agrees to defend, indemnify and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all claims arising by reason of injury or death of any person or damage to property resulting from the Court's use or occupancy of the premises, or the acts or omissions of the Court's officers, agents, employees, contractors, subcontractors or licensees, except to the extent caused by the acts, omissions, negligence or willful misconduct of the City, its agents or employees. Upon notice from the City of any claim which the City believes to be covered hereunder, the Court shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit without relieving the Court of any of its obligations under this agreement. This section shall survive the expiration of this Lease and the expiration of any obligations owing to any party under this Lease.

The City agrees to defend, indemnify and hold the Court, its officers, officials, agents and employees, completely harmless from and against any and all claims arising by reason of injury or death of any person or damage to property resulting from the City's use or occupancy of the premises, or the acts or omissions of the City's officers, agents, employees, contractors, subcontractors or licensees, except to the extent caused by the acts, omissions, negligence or

willful misconduct of the City, its agents or employees. Upon notice from the Court of any claim which the Court believes to be covered hereunder, the City shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the Court shall have the right, at its option and at its own expense, to participate in the defense of any suit without relieving the City of any of its obligations under this agreement. This section shall survive the expiration of this Lease and the expiration of any obligations owing to any party under this Lease.

14. Notices. Unless otherwise specified, any notice, demand or request required under this agreement shall be given in writing at the addresses set forth below, by any of the following means: a) personal service; b) electronic communications, or c) registered or certified mail, return receipt requested.

If to the City: City Administrator
 P.O. Box 27
 Oconomowoc, WI 53066

If to the Court: Municipal Court Judge
 Lake Country Municipal Court
 630 East Wisconsin Ave.
 Oconomowoc, WI 53066

15. Miscellaneous Provisions.

- a. Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby; but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.
- b. Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Wisconsin.
- c. Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and do not define, limit, construe or describe the scope or intent of such sections of this Lease.
- d. Binding Effect of Lease. The covenants, agreements and obligations contained in this Lease shall extend to, and bind and inure to the benefit, of the parties and their representatives, successors and assigns.
- e. Time of the Essence. Time is of the essence of this Lease and of each and every provision of this agreement.

- f. No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties.
- g. Authorization to Execute Lease. The persons executing this Lease represent and warrant that they are duly authorized and acting representatives of the City and the Court respectively and that by their execution of this Lease it becomes the binding obligation of the City and the Court respectively, subject to no contingencies or conditions except as specifically provided in this agreement.
- h. Recordation. This Lease (or a memorandum of Lease) may be recorded with the office of the Waukesha County Register of Deeds. The party desiring such recordation shall pay the cost of recording the document.
- i. No Waiver. The waiver by a party of any breach or failure of the other party to perform any covenant or obligation contained in this agreement shall not constitute a waiver of any subsequent breach.
- j. Entire Agreement. This Lease constitutes the entire agreement of the City and the Court with respect to the subject matter of this Lease, and no act or omission of the City or the Court shall alter, change or modify any of the provisions in this Lease. Any amendments, changes or modifications of this Lease shall be effective only when made in writing and executed by authorized officers of the parties.

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

CITY OF OCONOMOWOC

BY _____
Robert P. Magnus, Mayor

ATTEST:

Diane Coenen, Clerk

LAKE COUNTRY MUNICIPAL COURT

BY _____
Chair, Administrative Committee

ATTEST:

Pam Strunk, Clerk

DRAFT

EXHIBIT A



LEGEND

- COURT
ADMINISTRATIVE
OFFICES &
STORAGE
- COMMON AREA
- PUBLIC SAFETY
- MAIN ASSEMBLY
& CONFERENCE
ROOMS

Oconomowoc New Police Facility: Proposed Court Space

Clerk of Court - Police Facility Use		
Square Footage		
Dedicated Space-* In Blue on Diagram		
Room #	Description	Feet
	Court Administration	2008.0
	Storage-community room	110.0
	Upsized Court Room	536.0
Total SqFt Dedicated to Court Use		2654.0 *Payment based on cost and share of Op/maint
Court Shared Space -*In Tan on Diagram		
Room #	Description	Square Feet
	Conference Room #2	100.0
	Conference Room #3	100.0
	Conference Room #4	100.0
	Lobby	600.0
	Community Room	1760.0
	Restrooms	425.0
Total Sq Ft		3085.0
Shared Office Rate-1 court day/week		3171 sq ft X 25.11% *Based on estimated hour of usage
Total Shared sq/ft		774.5 *Payment based on share of Op/maint only
Total Sq Ft used for Court		5739.0

Clerk of Court - Cost of Court Space					
Dedicated space =	2654 sq ft	X	\$185/sf	\$	490,990
Annual Cost					
Dedicated Space/20 years	\$ 490,990	3.50%	20 years	\$	34,500
Op/Maint share= 2654 sf + 774.5sf	3428.5 sq ft	X	\$ 3.94	\$	13,507
Total Annual Cost =				\$	48,007
Total Monthly Cost =	\$ 48,007		12	\$	4,000.59

Compare to Current	Sq Ft		SqFt charge	Annual Charge
Current SqFt =	2465	X	\$ 9.80	\$ 24,163
Proposed SqFt =	5739	X	\$ 8.37	\$ 48,007



MEMORANDUM

CLERKS

Date: September 11, 2020
To: Common Council
From: Robert P. Magnus, Mayor
Re: Appointment of City Administrator/Treasurer

RELATES TO THE STRATEGIC PLAN

Strategic Goal – N/A

BACKGROUND

With the resignation of Sarah Kitsemel, City Administrator/Treasurer in June 2020 the City begin the search for a new City Administrator/Treasurer. The City interviewed several qualified candidates for the position, and I am now ready to make an appointment of an exceptional individual with the background, experience, and integrity that is the right fit for our community. I am pleased to announce the appointment of Matthew Trebatoski, City Manager for the City of Fort Atkinson and ask for Council’s confirmation in addition to approval of the Agreement on Separation Procedures/Payments.

ADDITIONAL ANALYSIS

N/A

FINANCIAL IMPACT

N/A

RECOMMENDATION

To approve the Agreement on Separation Procedures/Payments and confirm the Mayoral appointment of Matthew Trebatoski as the new City Administrator/Treasurer for the City of Oconomowoc.

SUGGESTED MOTION

Motion to approve the Agreement on Separation Procedures/Payments and confirm the appointment of Matthew Trebatoski as the City Administrator/Treasurer for the City of Oconomowoc.