

**City of Oconomowoc
Common Council**

**Tuesday, June 02, 2026 - 7:30 PM
City Hall - Council Chambers
174 E. Wisconsin Ave. Oconomowoc, WI 53066**



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: (262) 569-2186

- 1. Call to order and confirmation of appropriate meeting notification**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Meeting Minutes**
 - a. Minutes of May 19, 2026
- 5. Comments/Suggestions from Citizens**
- 6. Consent Agenda (Items listed under the Consent Agenda are considered in one motion - a Council member may request to remove an item):**
 - a. Approving Sidewalk Easements along Valley Road
 - b. Licenses
 1. License Approvals - Amusement Operators
- 7. Committee Reports**
 - a. Protection & Welfare - Kowieski, Chr; Spiegelberg, Secy; Jungwirth
 1. Consider/act on Resolution 26-R3376 Granting Renewal of 2026 - 2027 Alcohol Beverage Licenses
 2. Consider/act on Resolution 26-R3377 Granting New 2026 - 2027 Reserve "Class B" Intoxicating Liquor License to First Watch Restaurants, Inc. (First Watch #1163)
- 8. Staff Reports**
- 9. Reports and Comments from the Aldermen**
- 10. Reports and Comments from the Mayor**
- 11. Adjourn**

City of Oconomowoc Common Council Meeting Minutes May 19, 2026 - 7:30 PM



Aldermen Present: Zachary Frankowski, Jennifer Aultman Kloth, Kevin Ellis, Karen Spiegelberg, April Welch, Charles Schellpeper, Erik Jungwirth

Also Present: Matt Rosek, Stan Riffle, Mark Frye, Gina Kozlik, Eric Boettcher, Jason Gallo, Jason Herzog, Kevin Kaari, James Pfister, Tim Reel, Steve Hatton, Ivan Lam

Mayor Rosek called the Common Council Meeting to order at 7:30 PM and appropriate meeting notice was confirmed.

Pledge of Allegiance

Roll Call

Public Hearing

a. Public Hearing - Vacate 1400 Summit Ave

City Planner Gallo introduced the public hearing, showing a slide of the area to be vacated. Gallo explained that Plan Commission reviewed this item and was in favor and recommended the 6,707 SF area be vacated off Olympia Fields Drive with the City retaining 1,683 SF stormwater maintenance access. Gallo said this would additionally resolve a dispute between the landowners and the City and they are recommending approval. There was no one present to speak. The public hearing was closed.

Approval of Meeting Minutes

a. Minutes of May 5, 2026

Motion to approve the Council minutes of May 5, 2026 made by Ellis and seconded by Aultman Kloth. Motion carried 7-0-0.

Comments/Suggestions from Citizens

Steve Schmiedlin, 1150 Shoal Ridge Rd, spoke asking for the release of funds for play equipment installation at Hawthorne Park as recommended by the Park Board.

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 Schellpeper and seconded by Spiegelberg.

Motion carried 7-0-0.

a. Treasurer's Report

1. Treasurer's Report and Financials - April 2026

b. Certified Survey Map to create one outlot and dedicate public right-of-way, being a redivision of Lot 1 of CSM 12730, located on Snyder Way and Olde Highlander Drive (former ski hill)

Committee Reports

a. Finance - Aultman Kloth, Chr; Schellpeper, Secy; Frankowski

1. Consider/act on Resolution 26-R3369 Approving the Advance Ordering of a 2027 Plow Truck Chassis

Finance Director Hatton explained this was brought forward for approval because it is in the 2027 capital budget that has not yet been approved and there was opportunity with an early order savings. Motion to adopt Resolution 26-R3369 approving the advance ordering of a 2027 Plow Truck Chassis made by Schellpeper, seconded by Aultman Kloth. Motion carried 7-0-0.

b. Public Services - Ellis, Chr; McConnell, Secy; Schellpeper

1. Consider/act on Resolution 26-R3367 Approving the 2026 Annual Sidewalk Replacement Program

Public Works Director Herzog explained the annual sidewalk program is the fall analysis of replacements every year for spring work. Herzog said residents have the option of having the work done on their own or having it done with the program. J.R. Boehlke provided the lowest bid, and Herzog said they are confident to recommend them to complete the work with the bid amount of \$41,700 with a 10% contingency. Herzog added that some of the funds are recouped through special assessments. Ellis asked about the potential for construction to get held up without a contingency being in place and Herzog acknowledged that that could be an issue. Motion to adopt Resolution 26-R3367 approving the 2026 annual Sidewalk Replacement Program made by Ellis and seconded by Schellpeper. Motion carried 7-0-0.

2. Consider/act on Resolution 26-R3374 Approving Design Services for Traffic Signals at Hwy 67 and Olympia Fields Drive

Herzog explained this work was in their 2021 original plan with the Olympia Field redevelopment signals identified in the traffic improvement area north of the roundabout that are at the volume where signals are warranted. TADI was the low bidder with high scoring technical and a bid amount of \$74,500 with a 10% contingency funded through TIF #7. Motion to adopt Resolution 26-R3374 approving Design Services for traffic signals at HWY 67 and Olympia Fields Dr made by Ellis and seconded by Aultman Kloth. Motion carried 7-0-0.

c. Utility - Schellpeper, Chr; Jungwirth, Secy; Welch

1. Consider/act on Resolution 26-R3365 for Wastewater GIS Professional Services Contract

Wastewater Treatment Utility Manager Tim Reel presented a slide highlighting the high-level informational dashboards with data and tools that would be added for the 2026 contract and additional uses capturing asset management and infrastructure and improving REC tracking. Televising video is something they are capturing and retaining also. Reel said the proposal is \$40,000 not to exceed with Mead and Hunt. Motion to adopt Resolution 26-R3365 for Wastewater GIS Professional Services Contract made by Ellis and seconded by Welch. Motion carried 7-0-0.

2. Consider/act on Resolution 26-R3366 for Watershed GIS Professional Services Contract

Erik Joost Watershed Protection Program Manager under the Wastewater Treatment Plant spoke on the Watershed GIS professional services addition for 2026 to help manage the program through data accumulation as well as safety surveys. He explained there are 65 projects currently integrated, and they plan to move forward with mobile sites and water sampling. The contract would not exceed \$33,500 and is also budgeted in 2026. Motion to adopt Resolution 26-R3366 for Watershed GIS Professional Services Contract made by Spiegelberg and seconded by Aultman Kloth. Motion carried 7-0-0.

Unfinished/Old Business

a. Consider/act on Resolution 26-R3361 Vacating a Portion of Olympia Fields Drive, Abutting 1400 Summit Avenue

City Attorney Riffle explained that the matter involves removal of restrictions and easements that

enabled TID #7 to go forward and redevelop and the public purpose for vacating right-of-way with it being essentially part of a private driveway serving two different properties, Wangard and Fleming, that have been tied up in litigation. The public purpose is the City does not need it and it would resolve a global dispute between two property owners and the City.

Motion to adopt Resolution 26-R3361 vacating a portion of Olympia Fields Dr, abutting 1400 Summit Ave and authorize and direct the Mayor to sign it contingent on the City Attorney being satisfied with all settlement and dismissal documents resolving the litigation made by Ellis and seconded by Frankowski. Motion carried 7-0-0.

New Business

a. Consider/act on Resolution 26-R3375 Disallowing Claim of S Olsen

City Attorney Riffle explained that the claim was made by a person arrested in the City that did not like his arrest and filed a claim for damages and right to recovery. Riffle explained that the insurance company adjuster reviewed the body cameras and concluded it appropriate to formally disallow the claim.

Motion to adopt Resolution 26-R3357 Disallowing Claim of S Olsen made by Aultman Kloth and seconded by Ellis. Motion carried 7-0-0.

b. Consider/act on Resolution 26-R3368 Approving Appointment of Official City Newspaper 2026-2027

City Clerk Kozlik explained that they go out for bid every spring pursuant to state statutes for the Council to determine the appointment of the Official City Newspaper. She indicated that the Oconomowoc Enterprise was the low bidder with the highest readership in the City.

Motion to adopt Resolution 26-R3368 approving appointment of Official City Newspaper 2026-2027 made by Aultman Kloth and seconded by Welch. Motion carried 7-0-0.

c. Interview and Select District #2 Alderman for Temporary Appointment

Mayor Rosek explained the process they would follow being candidate introductions, questions, and voting. Spiegelberg explained her position that she felt there should have been a Special Election and she would have no comments or questions of the candidates and would be abstaining. The three applicants introduced themselves in order of application: Cook, Moroni, Kowiewski. The Council had the opportunity to ask the candidates questions, and voting was done by secret ballot. Lou Kowiewski was selected with the highest vote total announced by the Clerk as follows: 5 votes Kowiewski, 1 vote for Moroni and 1 Abstention.

Staff Reports

Reports and Comments from the Aldermen

Ellis, Aultman Kloth, and Schellpeper commented with their appreciation for the sacrifice of military members, Spiegelberg thanked candidates and stated she felt the district should have representation chosen by them.

Reports and Comments from the Mayor

The Mayor said he appreciated the questions for the candidates and said it was a respectful process.

Adjourn

Motion to adjourn made by Schellpeper and seconded by Aultman Kloth.

Motion carried 7-0-0.

The meeting adjourned at 9:03 PM.

Minutes taken by Gina Kozlik, City Clerk



MEMORANDUM

DEPARTMENT - PUBLIC WORKS

Date: June 2, 2026

To: Mayor and Common Council

From: Jason Herzog P.E., City of Oconomowoc

Re: City of Oconomowoc 2 Sidewalk Easements along Vally Rd – East of Pabst Farms Cir
Tax Key OCOC0633999016 & OCOC0633999017

RELATES TO THE STRATEGIC PLAN

n/a

BACKGROUND

These easements are needed to outline a sidewalk easement along the south side of Valley Rd, east of Pabst Farms Cir, abutting land owned by Village Square Holdings & Pabst Farms Joint Storm Water District.

ADDITIONAL ANALYSIS

n/a

FINANCIAL IMPACT

n/a

RECOMMENDATION

Staff recommend approval of the two sidewalk easements.

SUGGESTED MOTION

Consent agenda item: Move to approve the consent agenda.

Document No.

SIDEWALK EASEMENT
AGREEMENT

This Sidewalk Easement Agreement (the “Agreement”) is entered into by and between Pabst Farms Joint Stormwater District (“Grantor”), the City of Oconomowoc, Wisconsin (“City”), and Village Square Holdings LLC (“VSH”).

RECITALS:

A. Grantor is the fee owner of certain real property located in the City of Oconomowoc, Wisconsin, as more particularly described on Exhibit A attached hereto (the “Property”).

B. The City has requested that Grantor grant a permanent non-exclusive easement for sidewalk purposes over, under and across a portion of the Property more particularly described and depicted on Exhibit B attached hereto (the “Easement Area”) to the City. The City has also requested that Grantor grant VSH a temporary construction easement over, under and across the Easement Area to complete the initial installation of the sidewalk.

AGREEMENT:

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

1. Grant of Easements. Subject to the terms of this Agreement, Grantor grants to the City a permanent, perpetual, non-exclusive easement and right-of-way to construct, reconstruct, repair, maintain, operate, inspect, and remove a sidewalk to be constructed within the Easement Area, and for non-motorized pedestrian ingress and egress and access over the sidewalk to be constructed within the Easement Area. Subject to the terms of this Agreement, Grantor grants to VSH a temporary construction easement over, under and across the Easement Area to complete the initial installation of the sidewalk within the Easement Area. Such temporary construction easement shall terminate upon the completion of the initial installation of the sidewalk within the Easement Area.
2. Installation, Maintenance and Snow Removal. VSH shall be responsible, at VSH’s cost, for the initial installation of the sidewalk within the Easement Area. Grantor shall be responsible, at the Grantor’s cost, for the ongoing maintenance and repair of the sidewalk within the Easement Area and shall keep the sidewalk reasonably clear of snow and ice. The City shall restore the surface disturbed by any construction or maintenance activities

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

See Exhibit A attached hereto.
Parcel Identification Number

on the Property to its condition before the disturbance, only including asphalt, curb, and associated lawn restoration. The City is not responsible to replace trees, shrubs, decorative landscaping, mailboxes, private utilities (marked or unmarked) nor decorative pavement.

3. Indemnification. The City shall indemnify Grantor 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 and/or the general public's use of the Easement. VSH shall indemnify Grantor 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 VSH's activities conducted on the Property.

4. Insurance. The City shall, at City's cost, obtain and carry commercial general liability insurance covering injury of or death of persons and damage to property, relating in any way to this Agreement, in amounts and with insurers reasonably acceptable to Grantor and naming Grantor and its agents, employees and tenants as additional insureds.

5. Use of Easement Area. Grantor reserves the right to use the Easement Area for sidewalk purposes in common with the City and for any other purposes that will not unreasonably interfere with the City's enjoyment of the easement rights granted in this Agreement. Grantor's reserved rights in the Easement Area shall include, but not be limited to, the granting and use of easements, including easements for utilities, roadways, paths and trails, storm sewers and conveyances, and the construction of improvements such as landscaping, signage and berms.

6. 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 parties hereto and their respective successors and assigns. The City acknowledges that Grantor may assign its rights and obligations under this Agreement to any third party including, without limitation, the sale of land on which portions of the easement exists or by dedicating easement areas or portions thereof to any governmental entity.

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

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

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

10. Notices. All notices to parties to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other parties at that parties' last known address. If the other parties' 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 parties'

property tax bills are sent. Any party hereto may change its address for notice by providing written notice to the other parties hereto.

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

12. Waiver. No delay or omission by any party hereto 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 any party hereto of any of the obligations of the other parties hereto shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting to threaten 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 (or parties) shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party (or parties).

14. No Public Dedication. It is not the intent of the parties that the grant of easement described in this Agreement be a dedication of the land over the Easement Area; however, it is intended that the Easement granted herein and the sidewalk to be constructed in the Easement Area be used for non-motorized pedestrian travel by the general public.

[Signature Pages Follow]

GRANTOR’S SIGNATURE PAGE TO SIDEWALK EASEMENT AGREEMENT

DATED: _____

Pabst Farms Joint Stormwater District

By: _____

Kamron Nash, its President

ACKNOWLEDGMENT

STATE OF _____)

ss

COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named Kamron Nash, to me known to be the President of Pabst Farms Joint Stormwater District, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Name: _____

Notary Public, State of _____

My Commission expires: _____

This Instrument was drafted by:
Tomas Clasen, Esq.
Reinhart Boerner Van Deuren s.c.
1000 North Water Street
Milwaukee, WI 53202

EXHIBIT A

Legal Description of Grantor's Property

Parcel Eight (8) of CERTIFIED SURVEY MAP NO. 9170, being a part of the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Fifteen (15) and the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Fourteen (14), in Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, Waukesha County, Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on April 25, 2001 in Volume 83 of Certified Survey Maps on Pages 31 through 34 inclusive, as Document No. 2647597.

EXCEPTING THEREFROM all of CERTIFIED SURVEY MAP NO. 10165, a Division of part of Parcel Eight (8) of Certified Survey Map No. 9170, being a part of the Northwest One-quarter (1/4) and Northeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Fifteen (15), in Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on February 28, 2006 in Volume 95 of Certified Survey Maps on Pages 324 to 326 inclusive, as Document No. 3364937 and Corrected by an Affidavit of Correction recorded on October 16, 2006, as Document No. 3428158.

FURTHER EXCEPTING THEREFROM all of CERTIFIED SURVEY MAP NO. 10304, a division of part of Parcel Eight (8) of Certified Survey Map No. 9170, being a part of the Northwest One-quarter (1/4) and Northeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Fifteen (15), in Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, County of Waukesha, State of Wisconsin, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on October 19, 2006, in Volume 97 of Certified Survey Maps on pages 262 to 264 inclusive, as Document No. 3429130.

FURTHER EXCEPTING THEREFROM all of CERTIFIED SURVEY MAP NO. 10551, a Division of part of Parcel Eight (8) of Certified Survey Map No. 9170, being part of the Northeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Fifteen (15) and the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Fourteen (14), in Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on June 3, 2008, in Volume 101 of Certified Survey Maps on Pages 68 to 82 inclusive, as Document No. 3576473.

FURTHER EXCEPTING THEREFROM those lands described in Quit Claim Deed recorded on May 30 2008 as Document No. 3575906.

FURTHER EXCEPTING THEREFROM those lands described in Quit Claim Deed recorded on June 18, 2008 as Document No. 3580817.

FURTHER EXCEPTING THEREFROM those lands described in Resolution No. 10-R2234 – Resolution Accepting the Dedication of Additional Right-of-Way for Pabst Farms Circle recorded on December 21, 2010 as Document No. 3802538.

For informational purposes only:

Tax Key No. OCOC0633999017

EXHIBIT B

Legal Description and Depiction of Easement Area

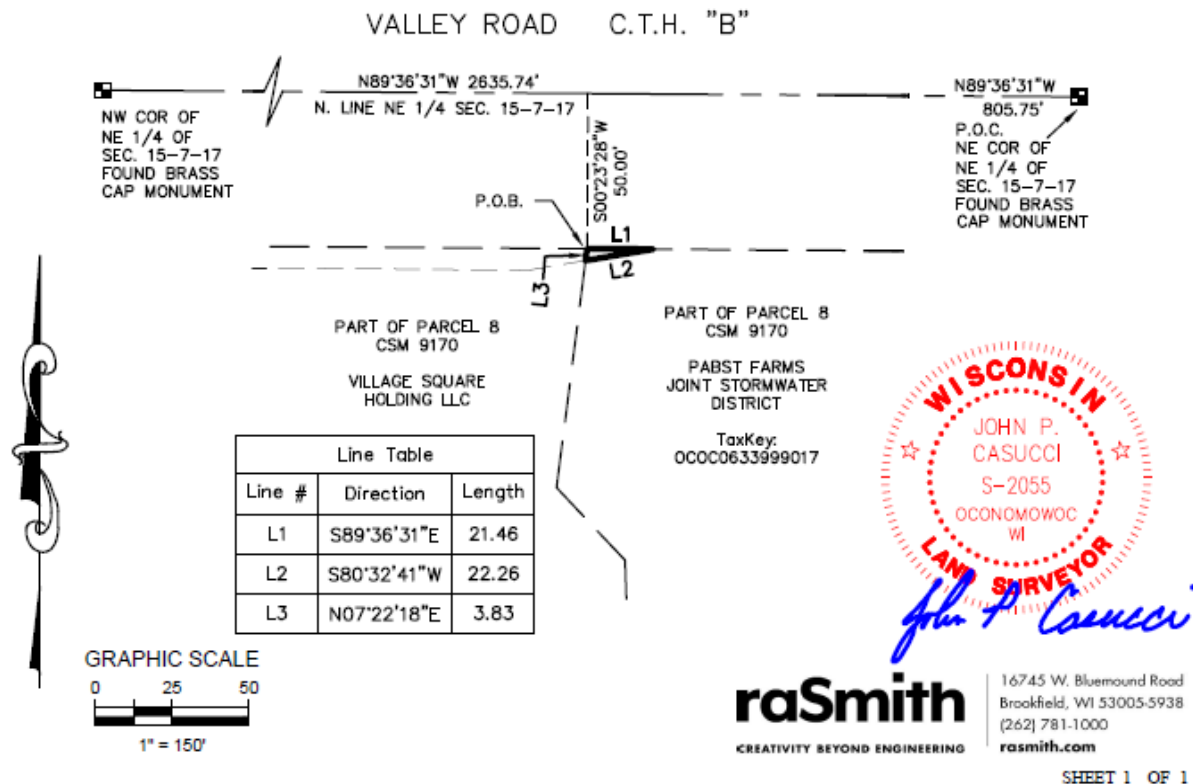
**EXHIBIT
SIDEWALK EASEMENT**

Part of 8 of Certified Survey Map No. 9170, being a part of the Northeast 1/4 of Section 15, in Township 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of Section 15, in Township 7 North, Range 17 East; thence North 89°36'31" West along the North line of said Northeast 1/4 Section 805.75 feet to a point; thence South 00°23'28" West 50.00 feet to a point on the South line of Valley Road and the point of beginning of the lands to be described; thence South 89° 36' 31" East along said South line 21.46 feet to a point; thence South 80° 32' 41" West 22.26 feet to a point; thence North 07° 22' 18" East 3.83 feet to the point of beginning.

Said land contains 41 square feet.
December 12, 2025

- Bearings are based on the North line of the Northeast 1/4 of Section 15-7-17, which bears North 89°36'31" West, Wisconsin State Plane Coordinate System, South Zone (NAD 83/2011).



Document No.

SIDEWALK EASEMENT
AGREEMENT

This Sidewalk Easement Agreement (the “Agreement”) is entered into by and between Village Square Holdings LLC (“Grantor”), and the City of Oconomowoc, Wisconsin (“Grantee”)

RECITALS:

A. Grantor is the fee owner of certain real property located in the City of Oconomowoc, Wisconsin, as more particularly described on Exhibit A attached hereto (the “Property”).

B. Grantee has requested that Grantor grant a permanent non-exclusive easement for sidewalk purposes over, under and across a portion of the Property more particularly described and depicted on Exhibit B attached hereto (the “Easement Area”).

AGREEMENT:

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

1. Grant of Easement. Subject to the terms of this Agreement, Grantor grants to Grantee a permanent, perpetual, non-exclusive easement and right-of-way to construct, reconstruct, repair, maintain, operate, inspect, and remove a sidewalk to be constructed within the Easement Area, and for non-motorized pedestrian ingress and egress and access over the sidewalk to be constructed within the Easement Area.

2. Maintenance and Snow Removal. Grantor shall be responsible, at Grantor’s cost, for the initial installation of the sidewalk within the Easement Area. Grantor shall also be responsible, at Grantor’s cost, for the ongoing maintenance and repair of the sidewalk within the Easement Area and shall keep the sidewalk reasonably clear of snow and ice. Grantee shall restore the surface disturbed by any construction or maintenance activities on the Property to its condition before the disturbance, only including asphalt, curb, and associated lawn restoration. Grantee is not responsible to replace trees, shrubs, decorative landscaping, mailboxes, private utilities (marked or unmarked) nor decorative pavement.

3. Indemnification. Grantee shall indemnify Grantor 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

Name and Return Address:

City Clerk

City of Oconomowoc

174 East Wisconsin Ave.

Oconomowoc, WI 53066

See Exhibit A attached hereto.

Parcel Identification Number

Grantee's activities conducted on the Property and/or the general public's use of the Easement.

4. Insurance. Grantee shall, at Grantee's cost, obtain and carry commercial general liability insurance covering injury of or death of persons and damage to property, relating in any way to this Agreement, in amounts and with insurers reasonably acceptable to Grantor and naming Grantor and its agents, employees and tenants as additional insureds.

5. Use of Easement Area. Grantor reserves the right to use the Easement Area for sidewalk purposes in common with Grantee and for any other purposes that will not unreasonably interfere with Grantee's enjoyment of the easement rights granted in this Agreement. Grantor's reserved rights in the Easement Area shall include, but not be limited to, the granting and use of easements, including easements for utilities, roadways, paths and trails, storm sewers and conveyances, and the construction of improvements such as landscaping, signage and berms.

6. 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 Grantor and Grantee and their respective successors and assigns. Grantee acknowledges that Grantor may assign its rights and obligations under this Agreement to any third party including, without limitation, the sale of land on which portions of the easement exists or by dedicating easement areas or portions thereof to any governmental entity.

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

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

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

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

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

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

13. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting to threaten 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 nonprevailing party.

14. No Public Dedication. It is not the intent of the parties that the grant of easement described in this Agreement be a dedication of the land over the Easement Area; however, it is intended that the Easement granted herein and the sidewalk to be constructed in the Easement Area be used for non-motorized pedestrian travel by the general public.

[Signature Pages Follow]

EXHIBIT A

Legal Description of Grantor's Property

Part of Parcel Eight (8) of CERTIFIED SURVEY MAP NO. 9170, being a part of the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Fifteen (15) and the Northwest One-quarter (1/4) and Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Fourteen (14), in Township Seven (7) North, Range Seventeen (17) East, in the City of Oconomowoc, Waukesha County, Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on April 25, 2001 in Volume 83 of Certified Survey Maps at pages 31 to 34 inclusive, as Document No. 2647597, bounded and described as follows: Commencing at the Northeast corner of the Northeast ¼ of Section 15, in Township 7 North, Range 17 East; thence North 89°36'37" West along the North line of said Northeast ¼ Section 805.75 feet to a point; thence South 00°23'23" West 50.00 feet to a point on the South line of Valley Road and the point of beginning of the lands to be described; thence South 07°22'12" West 77.57 feet to a point; thence South 43°25'35" East 32.32 feet to a point; thence South 02°03'47" East 181.19 feet to a point; thence South 02°28'15" West 137.12 feet to a point; thence South 09°01'49" East 83.67 feet to a point; thence South 09°47'35" West 26.64 feet to a point; thence South 23°52'53" West 22.96 feet to a point; thence South 05°35'54" West 68.97 feet to a point; thence South 00°48'28" East 38.94 feet to a point; thence South 27°01'03" East 48.77 feet to a point; thence South 53°13'39" East 60.94 feet to a point; thence South 57°35'11" East 93.22 feet to a point; thence South 45°18'16" East 19.96 feet to a point; thence South 26°32'01" East 58.47 feet to a point; thence South 19°14'46" West 66.98 feet to a point; thence South 15°24'42" West 33.07 feet to a point; thence South 20°13'30" East 52.53 feet to a point; thence South 45°18'28" East 44.61 feet to a point; thence South 65°39'18" East 50.37 feet to a point; thence South 59°34'19" East 27.63 feet to a point; thence South 27°16'59" East 21.66 feet to a point; thence South 22°24'03" East 63.57 feet to a point; thence South 32°48'37" East 32.85 feet to a point; thence South 64°06'58" East 20.16 feet to a point; thence South 76°29'04" East 72.64 feet to a point; thence North 66°26'49" East 57.07 feet to a point; thence South 86°48'15" East 18.23 feet to a point; thence South 49°21'25" East 29.39 feet to a point; thence South 38°47'14" East 32.43 feet to a point; thence South 70°00'57" East 27.10 feet to a point; thence North 78°30'21" East 155.49 feet to a point; thence North 47°19'53" East 33.57 feet to a point; thence North 22°37'47" East 29.29 feet to a point; thence South 54°38'34" East 437.46 feet to a point; thence 286.00 feet along an arc of a curve, whose center lies to the North; whose radius is 1260.00 feet, and whose chord bears South 69°08'57" West 285.39 feet to a point; thence South 75°39'07" West 362.90 feet to a point; thence 1122.08 feet along an arc of a curve, whose center lies to the North; whose radius is 960.00 feet, and whose chord bears North 70°51'48.5" West 1059.29 feet to a point; thence North 37°22'44" West 250.66 feet to a point; thence South 89°53'14" East 226.73 feet to a point; thence North 57°46'21" East 25.80 feet to a point; thence 47.13 feet along an arc of a curve, whose center lies to the Northeast; whose radius is 132.00 feet, and whose chord bears South 36°32'41" East 46.88 feet to a point; thence North 43°13'36" East 60.00 feet to a point; thence 58.92 feet along an arc of a curve, whose center lies to the Northeast; whose radius is 72.00 feet, and whose chord bears North 23°19'49" West 57.29 feet to a point; thence North 00°06'46" East 319.99 feet to a point; thence 163.00 feet along an arc of a curve, whose center lies to the Southwest; whose radius is 115.00

feet, and whose chord bears North 40°29'34" West 149.70 feet to a point; thence North 00°06'46" East 1.35 feet to a point; thence North 89°53'14" West 37.85 feet to a point; thence North 00°06'46" East 178.00 feet to a point; thence South 89°53'14" East 61.86 feet to a point; thence North 00°06'46" East 60.00 feet to a point; thence North 89°53'14" West 320.50 feet to a point; thence North 05°40'00" East 115.66 feet to a point; thence North 00°06'46" East 157.59 feet to a point; thence 47.27 feet along an arc of a curve, whose center lies to the Southeast; whose radius is 30.00 feet, and whose chord bears North 45°15'05" East 42.53 feet to a point; thence South 89°36'37" East 717.87 feet to the point of beginning.

Excepting therefrom those lands conveyed to the City of Oconomowoc by a Quit Claim Deed recorded as Document No. 3580817.

Also excepting therefrom those lands dedicated for street purposes in an Agreement Granting Rights of Way, Terminating Restrictions and Terminating an Option recorded as Document No. 3802542.

Also excepting therefrom those lands conveyed to the City of Oconomowoc in a Quit Claim Deed recorded March 27, 2025, as Document No. 4810372.

For informational purposes only:

Tax Key No. OCOC0633999016

EXHIBIT B

Legal Description and Depiction of Easement Area

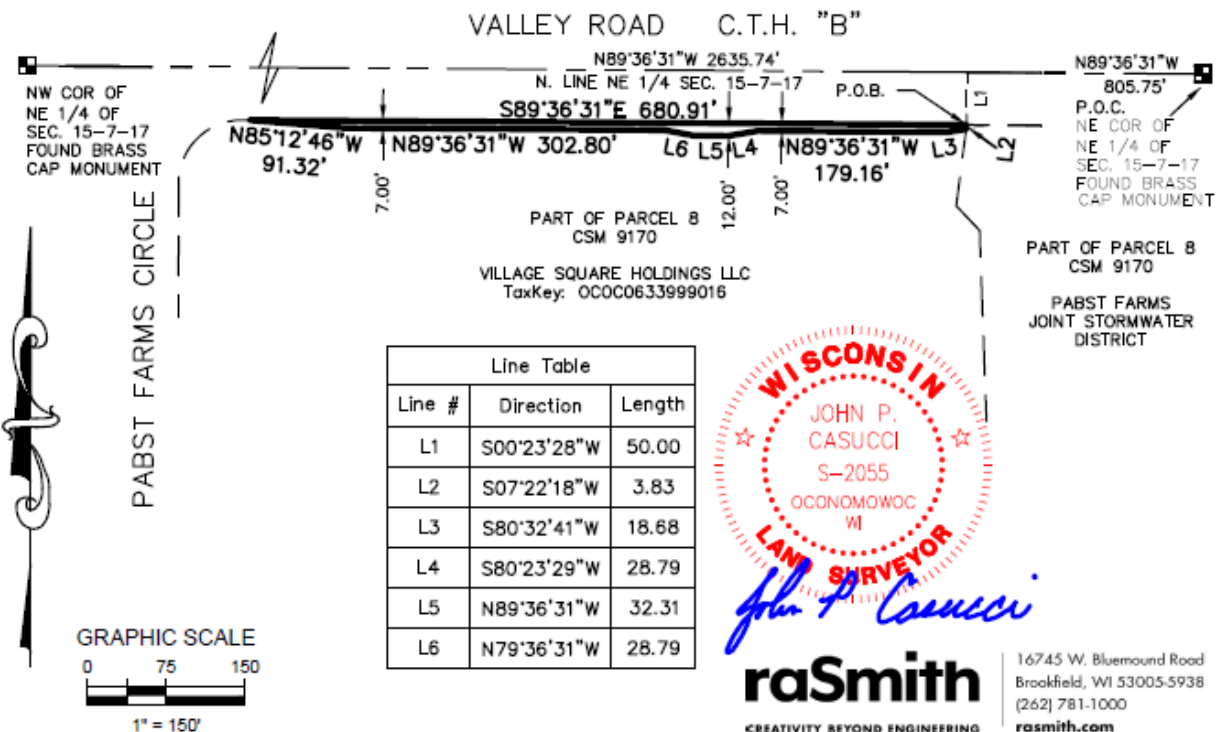
**EXHIBIT
SIDEWALK EASEMENT**

Part of 8 of Certified Survey Map No. 9170, being a part of the Northwest 1/4 and Northeast 1/4 of Section 15, in Township 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of Section 15, in Township 7 North, Range 17 East; thence North 89°36'31" West along the North line of said Northeast 1/4 Section 805.75 feet to a point; thence South 00°23'28" West 50.00 feet to a point on the South line of Valley Road and the point of beginning of the lands to be described; thence South 07° 22' 18" West 3.83 feet to a point; thence South 80° 32' 41" West 18.68 feet to a point; thence North 89° 36' 31" West 179.16 feet to a point; thence South 80° 23' 29" West 28.79 feet to a point; thence North 89° 36' 31" West 32.31 feet to a point; thence North 79° 36' 31" West 28.79 feet to a point; thence North 89° 36' 31" West 302.80 feet to a point; thence North 85° 12' 46" West 91.32 feet to a point in the South line of Valley Road; thence South 89° 36' 31" East along said South line 680.91 feet to the point of beginning.

Said land contains 4,719 square feet.
December 12, 2025

- Bearings are based on the North line of the Northeast 1/4 of Section 15-7-17, which bears North 89°36'31" West, Wisconsin State Plane Coordinate System, South Zone (NAD 83/2011).



S:\5169191\dwg\169191 EX20.dwg \ Sidewalk Easement

SHEET 1 OF 1



MEMORANDUM

CLERK

Date: June 2, 2026
To: Mayor Rosek and Common Council
From: Gina Kozlik, Clerk
Re: License Renewals – Amusement Operators

RELATES TO THE STRATEGIC PLAN

Strategic Goal – N/A

BACKGROUND

The following Amusement Operator renewal applications have been received by the City Clerk and are submitted to the Common Council for approval pursuant to Municipal Code 12.13:

Lake States Vending Inc.
N173 W21298 Northwest Passage
Jackson WI

Von’s Vending LLC
W359 N5740 Brown St
Oconomowoc WI

Northern Novelty
502 Ponderosa Dr
Hartland WI

Wisconsin P & P Amusement Inc.
N49W13477 Campbell Dr
Menomonee Falls WI

Suburban Vending Co Inc.
N64 W23316 Main St
Sussex WI

ADDITIONAL ANALYSIS

N/A

FINANCIAL IMPACT

N/A

RECOMMENDATION

Approval of Amusement Operators License Renewals

SUGGESTED MOTION

Motion to approve Council Consent Agenda



MEMORANDUM

CLERKS

Date: June 2, 2026

To: Mayor Rosek, Common Council and Protection and Welfare Committee

From: Gina Kozlik, City Clerk

Re: Consider/act on Resolution 26-R3376 Granting Renewal of 2026 - 2027 Alcohol Beverage Licenses

RELATES TO THE STRATEGIC PLAN

Strategic Goal – N/A

BACKGROUND

The Resolution includes the renewal applications that were received by the deadline requesting Class A, B and/or C alcohol beverage license(s) for the licensing period July 1, 2026 to June 30, 2027. All licensees/premises are current with all obligations to the City and meet with all Chapter 12 Municipal Code and State statutory requirements. There are no issues or concerns with renewals for any of these licensed premises.

ADDITIONAL ANALYSIS

Fees and types of alcohol licenses the City issues and number remaining available are as follows:

These licenses are restricted by quota and alcohol must be consumed on premise.

- "Class B" Intoxicating Liquor/Fermented Malt Beverage Licenses – 0 Regular \$600 ea.
- "Class B" Intoxicating Liquor/Fermented Malt Beverage Licenses – 10 Reserve \$10,000 (+\$600 ea.)

These licenses are not restricted by quota and alcohol must be consumed on premise.

- Class "B" Fermented Malt Beverage License – \$100 each
- "Class C" Wine License – \$100 each

These licenses are not restricted by quota, they are a retail purchase, and consumption is away from the premise.

- "Class A" Intoxicating Liquor/Fermented Malt Beverage License – \$600 each
- Class "A" Fermented Malt Beverage License – \$100 each

FINANCIAL IMPACT

Licensing revenues per list.

SUGGESTED COMMITTEE RECOMMENDATION

Motion to recommend to the Common Council adoption of Resolution 26-R3376 granting renewal of 2026 - 2027 Alcohol Beverage Licenses.

SUGGESTED COUNCIL MOTION

Motion to adopt Resolution 26-R3376.

RESOLUTION NO. 26-R3376

RESOLUTION GRANTING RENEWAL OF 2026-2027 ALCOHOL BEVERAGE LICENSES

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

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Oconomowoc that the following licenses be granted (all will expire on June 30, 2027):

"Class A" Intoxicating Liquor/Fermented Malt Beverage Licenses:
(sell packaged intoxicating liquor/fermented malt beverages)

Aldi, Inc (#27)
1521 Unity Drive
Bradley D. Anderson, agent

Liquid Libations Inc (Flannery's II)
1071 Summit Avenue
Todd D. Pedersen, agent

City Spirits LLC
1290 Summit Avenue, #101
Michael T. Ramstack, agent

Ultra Mart Foods, LLC (Metro Market #388)
1300 Pabst Farms Circle
Anthony M. Kuchinsky, agent

Fleet Farm Group LLC
1555 Town Centre Way
Brent Way, agent

Datag, Inc (Oconomowoc BP)
744 E. Wisconsin Avenue
Sukhwinder Pal, agent

Fox Bros. Piggly Wiggly
1300 Brown Street
Michael S Olwig, agent

Sendik's Olympia, LLC (Sendik's Food Market)
1450 Olympia Fields Drive
Eric Bendixen, agent

Herr's Service Inc.
402 E Wisconsin Ave
Peter Herr, agent

Class "A" Fermented Malt Beverage
(sell packaged fermented malt beverages only)

Fleet Farm Group LLC
1500 Town Centre Way
Brent Way, agent

Class "A" Fermented Malt Beverage / "Class A" Liquor (Cider only) Licenses:
(sell packaged fermented malt beverages & cider only)

Kwik Trip, Inc (#417)
1220 Brown Street
Marie Schneider, agent

Kwik Trip, Inc (#858)
1301 Oconomowoc Parkway
Brandon S. Buri

Kwik Trip, Inc (#446)
1292 Oconomowoc Parkway
Hannah M. Konruff, agent

Class "B" Fermented Malt Beverage Licenses:
(sell fermented malt beverages only)

Bar Stars Bartending Service (Comm Ctr)
220 W. Wisconsin Avenue
Janine Rajchel, agent

Class "B" Fermented Malt Beverage Licenses (cont'd):

Oconomowoc Softball Association
Champion Field-W. Jefferson Street
Shane Martin, agent

TRH Restaurants II, Inc (Rocky Rococo's)
1075 Summit Avenue
Kurt Kimball, agent

Class "B" Fermented Malt Beverage / "Class C" Wine Licenses:
(serve fermented malt beverages and wine only)

Gus & JS Inc. (Lake House Café)
162 E. Wisconsin Avenue
Gutierrez Gastavo, agent

Corporate Center Drive Hotel Assoc
(TownePlace Suites by Marriott)
1242 Corporate Center Drive
Nathan J. Schreck, agent

OM Manthra, Inc (Mantra Indian Bistro)
511 E Wisconsin Avenue
Govindarajan Navaneetham, agent

First Watch LLC
1295 Olympia Fields Drive
Bryce Kingsbury, agent

"Class B" Intoxicating Liquor/Fermented Malt Beverage Licenses:
(serve intoxicating liquor/fermented malt beverages)

Themandon, LLC (Amalia's Family Restaurant)
183 E. Wisconsin Avenue
Theresa Ann Perez, agent

Hey, LLC (Maxim's at the Ocon Depot)
115 E. Collins
Dimitri Glavas, agent

Hugs & Vino LLC (Bella Gusto)
29 S. Main Street
Ellen M. Huggins, agent

Oconomowoc Columbian Bldg. Corp.
117 W. Second Street
Jon M. Kopps, agent

Bootleggers, LLC
137 E. Wisconsin Avenue
Holly K. Semrad, agent

Par Inc (Paganica Golf Course)
1335 S. Silver Lake Street
Todd Faherty, agent

R & S Hospitality LLC (CornerStone Sports Pub)
24 S. Main Street
John R. Suttner, agent

Shotzy's LLC
105 S. Main Street
Sarah D. Kerr, agent

Crafty Cow LLC
153 E. Wisconsin Avenue
David Eichler, agent

Sobie's Restaurant LLC
123 E. Wisconsin Avenue
Lydia Sobol, agent

The Etc Bar & Grill LLC (The Etcetera)
118 E. Wisconsin Avenue
Jason Schultz, agent

TWS LLC (Thirsty Bird Saloon)
119 S. Main Street
Todd W. Schaeffgen, agent

TKH LLC (Grill 164)
164 E. Wisconsin Avenue
Todd K. Heppe, agent

VIP Sushi & Hibachi LLC
1288 Summit Avenue, Suite 118
Zhou Chen, agent

Bertrands, LLC (Lago Su Bella)
126 W. Wisconsin Avenue
Michael Bertrand, Agent

Winger's Tap, Inc
126 Silver Lake Plaza
Richard Winger, agent

Lutheran Homes of Oconomowoc Inc *Exception*
1340 W. Wisconsin Ave
Bryan J. Polinske, agent

Reserve "Class B" Intoxicating Liquor/Fermented Malt Beverage Licenses:
(serve intoxicating liquor/fermented malt beverages)

Brinker Restaurant Corp (Chili's Grill & Bar)
1229 Corporate Center Drive
Elizabeth L. Draves, agent

Kavos LLC
20 S. Main St
Llazar Konda, agent

Mon Bijou Inn LLC
351 E. Lisbon Rd
Kathryn Brisk, agent

Newport 1875 LLC
151 S. Paul Street
Michael Bertrand, agent

North 48 Lake Country Inc
102 N. Main Street
Jordan Z. Cole, agent

Olympia Hospitality LLC
Olympia Fields Project
Matthew Moroney, agent

Splash Martini Bar, LLC
134 N. Main Street
Richard Reinert, agent

SLM LLC (Twisted Fire)
515 E. Wisconsin Avenue
Dimitri Glavas, agent

"Class B" Intoxicating Liquor/Fermented Malt Beverage Licenses
(8 Licenses granted to Capital Improvement Area-Former TID 3)
(serve intoxicating liquor/fermented malt beverages)

Blue Ribbon Baseball LLC
1011 Blue Ribbon Circle, N
Tricia Raspberry, Agent

El Jimador LLC
1320 Pabst Farms Cir Ste 130-132
Juan A Fuentes, agent

Brilliance Entertainment LLC (The Valerie)
1281 Blue Ribbon Dr, Ste 200
Jennifer A. Miller, agent

(4) Licenses issued to:
Pabst Farms Development Inc
William C. Niemann, agent

DATE: June 2, 2026

CITY OF OCONOMOWOC

ATTEST:

BY: _____
Matt Rosek, Mayor

Gina Kozlik, City Clerk



MEMORANDUM

CLERKS

Date: May 28, 2026

To: Mayor, Common Council and Protection and Welfare Committee

From: Gina Kozlik, Clerk

Re: Consider/act on Resolution 26-R3377 Granting New 2026 - 2027 Reserve "Class B" Intoxicating Liquor License to First Watch Restaurants, Inc.

RELATES TO THE STRATEGIC PLAN

Strategic Goal- Focus on Economic Development

BACKGROUND

An application for a Reserve "Class B" Intoxicating Liquor license has been received from First Watch Restaurants, Inc., Bryce Kingsbury, Agent, for the restaurant premises located at 1295 Olympia Fields Drive. There are currently 9 Reserve licenses available.

The application includes a Business Plan, Highest and Best Use Criteria sheet, meets all State Statute and Chapter 12 requirements and will be receiving an occupancy permit prior to the issuance of this license if granted.

First Watch was previously granted a Class "B" beer and Class "C" wine license on March 17, 2026.

ADDITIONAL ANALYSIS

This is a Reserve "Class B" Liquor License for the new licensing period effective July 1st, expiring on June 30, 2027.

FINANCIAL IMPACT

The Reserve License has an initial fee of \$10,000.00 plus the license fee of \$600.00.

SUGGESTED COMMITTEE RECOMMENDATION

Motion to recommend Resolution 26-R3377 granting a new 2026-2027 Reserve "Class B" Intoxicating Liquor license to First Watch Restaurants, Inc.

SUGGESTED COUNCIL MOTION

Motion to adopt Resolution 26-R3377.

Resolution No. 26-R3377

Resolution Granting New 2026 – 2027 Reserve “Class B” Intoxicating Liquor License to First Watch Restaurants, Inc. (First Watch #1162)

WHEREAS, an application for the following new license has been made, necessary fees deposited and all legal procedures have been taken, as per ordinance of the City of Oconomowoc.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Oconomowoc that the following license be granted (will expire on June 30, 2027):

RESERVE “Class B” License
(serve intoxicating liquor)

First Watch Restaurants, Inc. (First Watch #1163)
1295 Olympia Fields Dr
Bryce Kingsbury, Agent
540 Yosemite Ave

DATED: June 2, 2026

CITY OF OCONOMOWOC

By: _____
Matt Rosek, Mayor

ATTEST:

Gina Kozlik, Clerk

First Watch #1163
1295 Olympia Fields Drive
Oconomowoc, WI 53066

First Watch is a full-service restaurant focused on breakfast, brunch and lunch, and has been named the top restaurant in Yelp's inaugural list of the top 50 most loved brands in the U.S. In 2019, First Watch began a national roll out of a limited brunch cocktail menu and has added alcoholic beverage to its brunch selection at restaurants around the country.

First Watch currently has six locations operating in Wisconsin with plans on opening 1-2 restaurants per year.

**"CLASS B" INTOXICATING LIQUOR/FERMENTED MALT BEVERAGE ESTABLISHMENTS
BEST AND HIGHEST LICENSE USE CRITERIA**

Name of Establishment: First Watch #1163

Please circle all that apply to the type of business you plan to provide:

The Committee shall consider the following:

1. Establishment with a Full-Service Bar

- Full-Service Restaurant
- Taverns / Pubs
- Hotel
- Diner
- Club
- Café / Coffee Shop
- Other: _____

2. Establishment w/o a Full-Service Bar

Seating Capacity Interior and Exterior:

1. 200 – 299
2. 100 – 199
3. 1 – 99

Food Served:

1. Full Meals
2. Appetizers
3. Catered Events
4. Prepackaged Foods
5. Snacks (Pretzels, Peanuts, etc.)

Premise:

1. Previously Licensed
2. Redevelopment Area
3. New Structure

Code Compliance:

1. No Outstanding Claims
2. No Inspections Issues
3. Annual Utility Reports Completed

Number of Employees:

1. More than 50
2. Less than 50