



Village of Bayside
9075 N Regent Road
Plan Commission Meeting
February 22, 2024
Village Board Room, 4:30 pm

PLAN COMMISSION AGENDA

PLEASE TAKE NOTICE that a meeting of the Bayside Plan Commission will be held at the Village Hall of the Village of Bayside, 9075 N. Regent Road, Bayside, Wisconsin in addition to virtually. Public can access this meeting of the Village Board by phone or by computer. The phone number is: **+1 309 205 3325**. The Zoom Meeting code is: **898 7928 6121** and the Passcode is: **927795**. <https://bit.ly/4bGHQwq> Persons desiring to speak in the remote format should register twenty-four hours in advance by calling (414) 206-3915. The following items of business will be discussed and possibly acted upon:

I. CALL TO ORDER AND ROLL CALL

II. APPROVAL OF MINUTES

- A.** October 16, 2023 Plan Commission Minutes.

III. BUSINESS

- A.** Discussion/recommendation on the underground distribution easement between the Village of Bayside and Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies.
- B.** Discussion/recommendation on Easement Agreement with We Energies at Ellsworth Park.

IV. ADJOURNMENT

Leah Hofer
Assistant Village Manager

Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. Contact Village Hall at 414-206-3915. It is possible that members of and possibly a quorum of members of other Boards, Commissions, or Committees of the Village including in particular the Board of Trustees may be in attendance in the above-stated meeting to gather information; no action will be taken by any other Boards, Commissions, or Committees of the Village except by the Board, Commission, or Committee noticed above. Agendas and minutes are available on the Village website (www.bayside-wi.gov)



Village of Bayside
9075 N Regent Road
Plan Commission Meeting
October 16, 2023
Village Board Room, 5:00 pm

PLAN COMMISSION MEETING MINUTES

I. CALL TO ORDER AND ROLL CALL

Chairperson Walny called the meeting to order at 5:00pm.

Chairperson: Eido Walny
Commissioners: Mike Barth
Ari Friedman – Excused
Ed Harris
Roger Arteaga-Derenne – Excused
Tom Houck
ARC Chairperson: John Krampf

Also Present: Village Manager Andy Pederson attended virtually
Assistant Village Manager Leah Hofer
Operations Coordinator Emma Baumgartner

II. APPROVAL OF MINUTES

A. Plan Commission meeting minutes, June 27, 2023.

Motion by Commissioner Harris seconded by Commissioner Barth, to approve the Plan Commission meeting minutes, June 27, 2023. Motion carried unanimously.

III. BUSINESS

A. Discussion/recommendation on the request for land division and certified survey map for the property located at 202 W Brown Deer Road and creation of adjacent lot at 214 W Brown Deer Road.

Faviola and Nick Gomez, homeowners, appeared on behalf of the project.

Motion by Commissioner Barth, seconded by Commissioner Harris, to recommend the request for land division of the property located at 202 W Brown Deer Road. Motion carried unanimously.

IV. ADJOURNMENT

Motion by Commissioner Harris, seconded by Commissioner Houck to adjourn the meeting at 5:02pm. Motion carried unanimously.

Leah Hofer
Assistant Village Manager

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4894395** IO NO. **16183**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **VILLAGE OF BAYSIDE, a municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as a strip of land twelve (12) feet in width being a part of the following described parcel. That part of the **Southeast 1/4 of Section 5, Township 8 North, Range 22 East**, Village of Bayside, Milwaukee County, Wisconsin more particularly described as follows. Commencing at the East 1/4 corner of said Section 5, then South 00° 04' 47" East along the East line of the Southwest 1/4 of said Section 5, 42.54 feet, thence South 86° 25' 52" West 45.08 feet to the West line of Regent Rd and the point of beginning, thence South 00° 4' 47", East along said West line 1253.57 feet to the Northerly line of the Chicago and Northwestern Transportation Co., thence North 37° 29' 41" West along said Northerly line 1570.65 feet to the South line of Fairy Chasm Road, thence North 89° 33' 22" East along said South line 390.32 feet, thence South 00° 04' 47" East 172.50 feet, thence North 89° 33' 21" East 89.00 feet, thence North 00° 04' 47" West 150.00 feet to the South line of Fairy Chasm Road, thence North 89° 33' 22" East along said South line to the point of beginning.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

022-9999-001
(Parcel Identification Number)

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

Address: 9075 N Regent Rd

- 1. Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

Grantor:

VILLAGE OF BAYSIDE, a municipal corporation

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, _____,
the above named _____, the _____
of the VILLAGE OF BAYSIDE, a municipal corporation, for the municipal corporation, by its authority, and pursuant to
Resolution File

No. _____ adopted by its _____ on _____, _____.

Notary Public Signature, State of Wisconsin

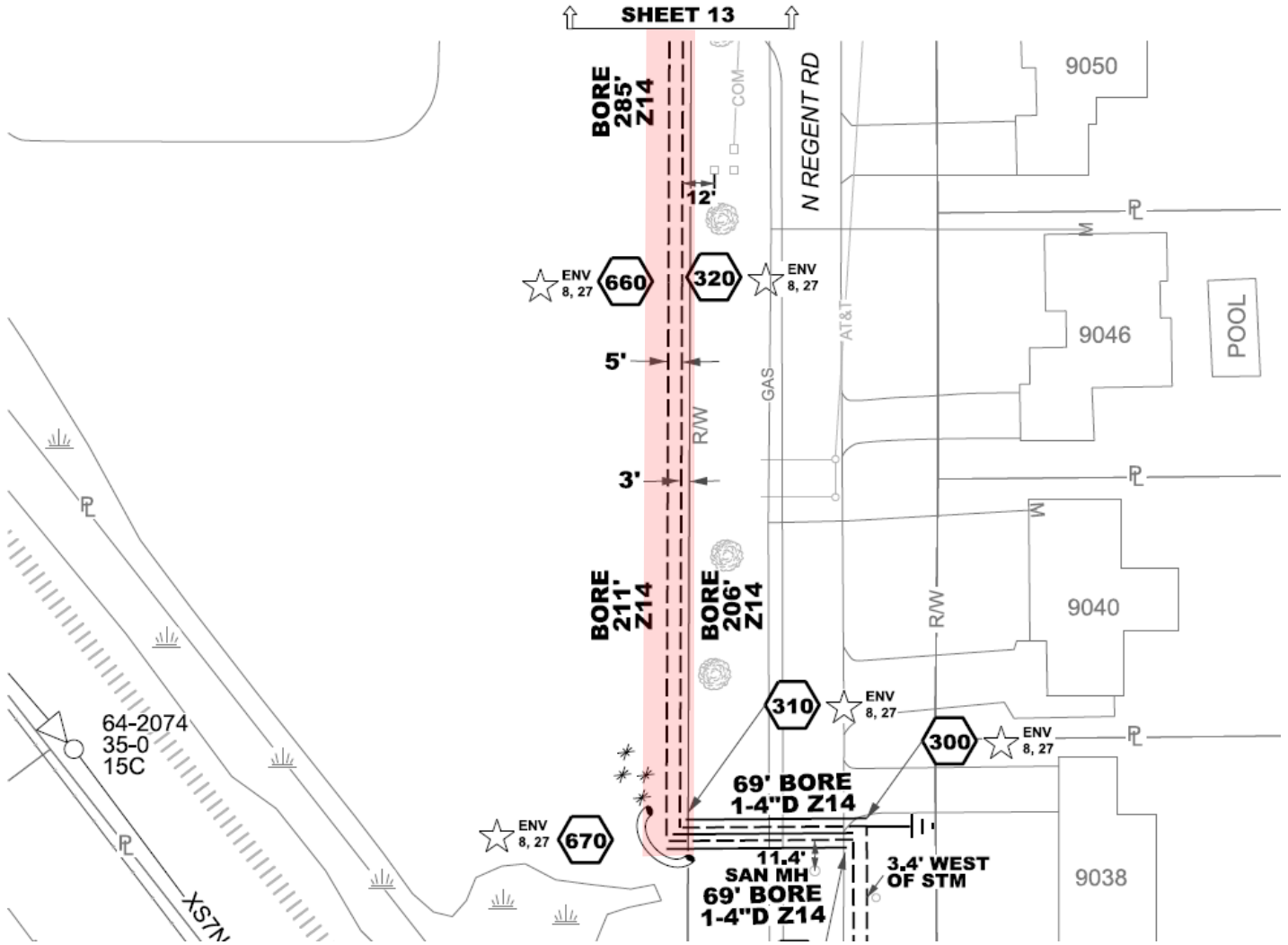
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

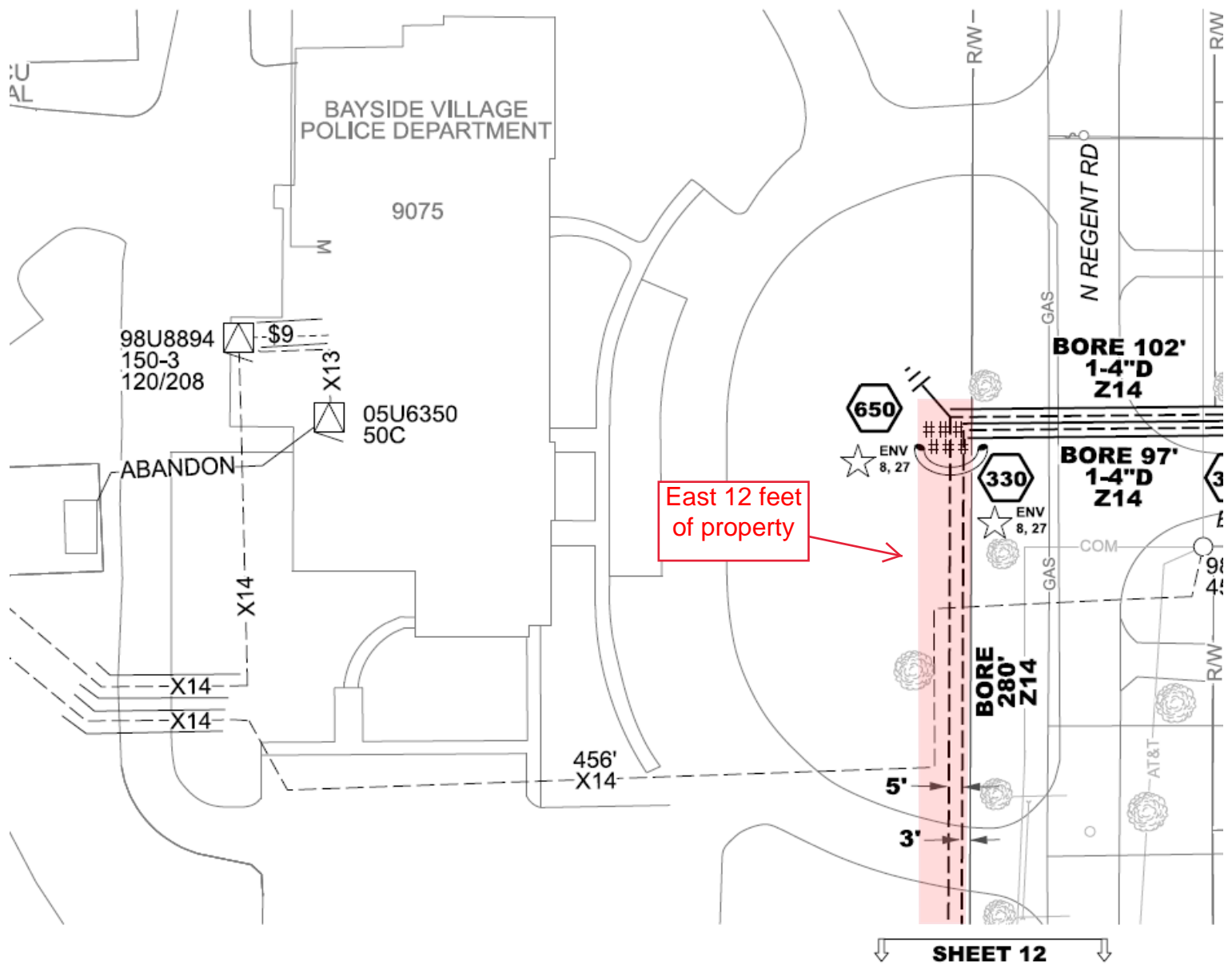
My commission expires _____

Temporary Exhibit A

ELEC WR CA4894395



Temporary Exhibit A cntd.



**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4894395** IO NO. **16183**

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The easement area is described as a strip of land twelve (12) feet in width being a part of the following described parcel known as Ellsworth Park. All that part of the **Southeast 1/4 of Section 4, Township 8 North, Range 22 East**, Village of Bayside, Milwaukee County, Wisconsin more particularly described as follows. Commencing 528 feet East and 201.87 feet South of the Northwest corner of the Southwest One-quarter (1/4) Section Four (4), Township Eight (8) North, Range Twenty-two (22) East; thence South 460.94 feet; thence East 789.64 feet; thence North 331.89 feet; thence West 131.03 feet; thence North 130 feet; thence West 659.57 feet to the place of beginning.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

021-9991-000
(Parcel Identification Number)

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

Address: 9160 N Rexleigh Drive

- 1. Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

Grantor:

VILLAGE OF BAYSIDE, a municipal corporation

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, _____,
the above named _____, the _____
of the VILLAGE OF BAYSIDE, a municipal corporation, for the municipal corporation, by its authority, and pursuant to
Resolution File

No. _____ adopted by its _____ on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

Temporary Exhibit A

